



TORRANCE COUNTY
COMMISSION MEETING
August 28, 2019
9:00 A.M.

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Torrance County

BOARD OF COUNTY COMMISSIONERS (BCC)

Ryan Schwebach, Chair

Kevin McCall, District 1

Javier Sanchez, District 3

Wayne Johnson, County Manager

ADMINISTRATIVE MEETING AGENDA

WEDNESDAY, AUGUST 28TH, 2019 @9:00 AM

- 1. Call to Order**
- 2. Invocation and Pledge of Allegiance**
- 3. Changes to the Agenda**
- 4. PROCLAMATIONS**
- 5. CERTIFICATES AND AWARDS**
- 6. BOARD AND COMMITTEE APPOINTMENTS**
- 7. PUBLIC COMMENT and COMMUNICATIONS**
- 8. APPROVAL OF MINUTES**
 - A. COMMISSION:** Motion to approve the August 14, 2019 Torrance County Board of County Commission Minutes.
- 9. APPROVAL OF CONSENT AGENDA**
 - A. FINANCE:** Approval of Payables.
- 10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**
- 11. ADOPTION OF RESOLUTION**
 - A. MANAGER:** Approval for adopting the FY2021-2025 Infrastructure Capital Improvement Plan (ICIP), Resolution No. 2019-_____.
- 12. APPROVALS**

- A. **COMMISSION:** Motion to approve budgeting of funds for the Heritage Center from PILT. (Commissioner Sanchez)
 - B. **MANAGER:** Motion to authorize the County Manager to negotiate and execute agreement with Torrance County and Gallagher Benefit Services Inc. for broker services.
 - C. **EMERGENCY MANAGER:** Approval of Emergency Management Performance Grant (EMPG).
 - D. **PURCHASING:** Approval of RFP Award TC-FY20-01 Southern Torrance County Economic Development Plan.
 - 1. Contract Approval with Sites Southwest, LLC.
 - E. **PLANNING & Zoning:** PUBLIC HEARING, Vacation of Plat Val Verde Estates Subdivision.
 - F. **FINANCE:** Budget Increase Resolution 2019-____.
13. **DISCUSSION**
- A. **FINANCE:** Approval of the FY20 Budget.
 - B. **COMMISSION:** Land Grant Advisory Board. (Commissioner Sanchez)
14. **EXECUTIVE SESSION**
15. **Announcement of the next Board of County Commissioners Meeting:**
September 11, 2019
16. **Signing of Official Documents**



*Agenda Item
No. 1*



Agenda Item
No. 2



*Agenda Item
No. 3*



Agenda Item
No. 4



*Agenda Item
No. 5*



*Agenda Item
No. 6*



Agenda Item
No. 7



Agenda Item
No. 8-A

DRAFT COPY
TORRANCE COUNTY BOARD OF COMMISSIONERS
COMMISSION MEETING
AUGUST 14th, 2019

COMMISSIONERS PRESENT: RYAN SCHWEBACH -CHAIRMAN
KEVIN MCCALL –DISTRICT 1
JAVIER SANCHEZ –DISTRICT 3

OTHERS PRESENT: WAYNE JOHNSON-COUNTY MANAGER
JOHN BUTRICK-COUNTY ATTORNEY
BELINDA GARLAND-DEPUTY COUNTY MANAGER
LINDA JARAMILLO-CLERK
YVONNE OTERO-ADMIN. ASST.

1.) CALL MEETING TO ORDER

Chairman Schwebach calls the August 14th, 2019 Commission Meeting to order at 9:04 A.M.

2.) PLEDGE OF ALLEGIANCE AND INVOCATION

Pledge of Allegiance lead by Chairman Schwebach

Invocation lead by Nick Sedillo

3.) Changes to the Agenda

There were no changes made to the Agenda

4.) PROCLAMATIONS

There were no Proclamations presented.

5.) CERTIFICATES AND AWARDS

No Certificates or Awards were presented.

6.) BOARD AND COMMITTEE APPOINTMENTS

No appointments were made.

7.) PUBLIC COMMENT and COMMUNICATIONS

a.) Linda Jaramillo, Torrance County Clerk, states that she would like to give some information about the local election that is coming up in November. Ms. Jaramillo recently mailed out 9,643 flyers to the voters of Torrance County with the help of the Manager’s office

and the ladies in her office. The flyers give information about the VCC's (Voter Convenience Centers), Polling Places, Early Voting, and it also gives a time line on the local election. It shows candidate filing day which is August 27th, 2019 from 9:00 am to 5:00 pm in the office of the County Clerk. The offices that will be running are the Town of Mountainair, the Town of Estancia, Moriarty-Edgewood School District, Estancia School District, Mountainair School District, Vaughn School District, and the Corona School District. Vaughn and Corona School districts are not in our county but with how the district lines are situated there are a few voters from Torrance County that vote in those school districts. Others offices that will be running are the following Soil & Water Conservation Districts: East Torrance Soil & Water Conservation District, Claunch-Pinto Soil & Water Conservation District, Edgewood Soil & Water Conservation District, and the Carrizozo Soil & Water Conservation District, which have a small amount of voters in Torrance County.

Ms. Jaramillo states that all of this information can be found on her website. With the help of Nick Sedillo she was able to get all the information posted on the website. The information also gives the voters, and those interested, the positions that are up for election in each of the contests.

Ms. Jaramillo states that she has printed candidate guides available in her office and the candidate guide is also available on her website by clicking a link that will take you to the guide and the candidacy form from the Secretary of States Office. Ms. Jaramillo states that the office has received a lot of calls concerning the flyer. The flyer has brought a lot of attention to the upcoming local election as well as other upcoming elections.

A member of the audience addresses Ms. Jaramillo that he is a resident of Torrance County and a voter and he did not receive the flyer in his mailbox. Ms. Jaramillo states that so far about 100 of the letters have been returned for insufficient address. She is having the ladies send out letters with a registration form to update the address if need be. It is a possibility that his was returned and he is welcome to go to the office to check up on that so that we have the correct information in the system.

b.) Marci Wallin states that she would like to thank everyone for all of their support with the fair this year. Ms. Wallin thanks Wayne Johnson for all of his help in getting everything organized this year. Thank you to Belinda Garland for her help with the sale and getting things moving. Thanks to the Commission for all of their support. Also, a big thank you to Nick Sedillo for completing major repairs in a timely manner. Thank you to Noah Sedillo for getting all of the PO's done. Thank you to the Road Department for mowing and trimming trees, the grounds looked amazing. Thank you to Tracy Sedillo with her help in getting the credit card machine running and to her staff who came and helped with the sale. Thank you to Chief Gary for him and his staff's presence at the fair. There were a couple of injuries but they were able to get the people stitched up and on their way. This year's fair was a great experience and the fair board could not have done it without everyone's help, Thank You to everyone involved.

Wayne Johnson thanks Ms. Wallin and the fairboard for their quick reaction to a potential bad situation. They were quick to get it under control before it escalated.

Chairman Schwebach asks Ms. Wallin how many participants were involved between animals and/or exhibits and thanks her for her hard work.

Marci Wallin states that they had about 40 pigs, 30 lambs & goats, and 15 Steers. The indoor exhibits were limited to 3 per person due to space limitations. Ms. Wallin states that she does not have the exact numbers on these yet.

Commissioner McCall would also like to thank Ms. Wallin and the fairboard and the rest of the county staff for all of their work.

Marci Wallin states that it was a really good fair. The board may be small but they all work well together. No one needs to be told what to do, they just jump right in and get things done. The fairboard families are also a very big help, so thank you to them as well.

Commissioner Sanchez also thanks Ms. Wallin for her hard work.

c.) **Albert Beckwith** states that this is his 4th attempt at trying to get things done for his continued harassment. He feels that he is being retaliated against for reporting a crime against some kids. There was a recent attempted break in at his home, but his dog was left inside so they were not able to get in. Speed limit signs were placed on the road, but the speeding past his house continues. He has presented photographs of the cars speeding, but was told that all they are is pictures of the vehicles and doesn't prove that the individuals were speeding.

Mr. Beckwith states that since nothing is getting done at this level he has filed a citizen's complaint with the Attorney General's office. Since nothing is being done at this level maybe the Attorney General can get something done.

8.) APPROVAL OF MINUTES

A.) COMMISSION: Motion to approve the July 24th, 2019 Torrance County Board of County Commission Minutes.

ACTION TAKEN: **Commissioner McCall** makes a motion to approve the July 24th, 2019 Torrance County Board of County Commission Minutes. **Chairman Schwebach** seconds the motion. No discussion, all Commissioners in favor. **MOTION CARRIED**

9.) APPROVAL OF CONSENT AGENDA

A.) FINANCE: Approval of Payables

ACTION TAKEN: **Commissioner McCall** make a motion to approve the consent agenda, approval of payables. **Chairman Schwebach** seconds the motion. No discussion, all Commissioners in favor. **MOTION CARRIED**

10.) ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE

Nothing was presented for this item

11.) ADOPTION OF RESOLUTION

A.) ROAD: Updated Contract, Project No. CAP-5-20(472), Resolution No. 2019-43

Leonard Lujan states that these were approved and submitted back in March but were sent back to us so that we could make changes. We had to take out some roads and change some numbers so that they would match the amount of money that was being given to the Road Department. We need to get these approved and signed so that they can be re-submitted.

Commissioner McCall asks how the money received differs from the amount received last year.

Leonard Lujan states that for this project we are down about \$200,000.00 from what we received last year. The reason we had more money last year was because there was money that wasn't used and they asked if Torrance County wanted the money and we said yes. The money for this year is what we normally receive.

ACTION TAKEN: Chairman Schwebach makes motion to approve Resolution No. 2019-43, updated contract for Project No. CAP-5-20(472). Commissioner McCall seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

B.) ROAD: Updated Contract, Project No. SP-5-20(186), Resolution No. 2019-44

Leonard Lujan states that this is the same issue as the previous resolution and we are down about \$80,000.00 down from the money we received last year. We are asking for the Commission's approval and signatures so that we can resubmit.

ACTION TAKEN: Chairman Schwebach makes motion to approve Resolution No. 2019-44, updated contract for Project No. SP-5-20(186), Commissioner McCall seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

C.) ROAD: Updated Contract, Project No. SB-7803(105)20, Resolution No.2019-45

Leonard Lujan states that this is the same issue as the previous resolution and we are down about \$60,000.00 down from the money we received last year. We are asking for the Commission's approval and signatures so that we can resubmit.

ACTION TAKEN: Chairman Schwebach makes motion to approve Resolution No. 2019-44, updated contract for Project No. SB-7803(105)20. Commissioner McCall seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

D.) TREASURER: Torrance County Investment Policy, Resolution No. 2019-46

Tracy Sedillo states that she has a revised copy with some changes that were requested by the county attorney. Ms. Sedillo hands out the revised copy.

John Butrick states that he would be happy to go over the changes if the Commission wishes him to do so.

Chairman Schwebach states that he would like for Mr. Butrick to go over the changes that were made.

John Butrick states that most of the changes on the first 3 pages were clarifications to the language and the only major change was on page 4. Mr. Butrick states that he was asked by the County Treasurer to make sure that the bank collateral statement matched with the statute and it does match. The major change was made on the approved bank collateral section. A lot of language was taken out of this section because there was talk about credit unions, banks, savings and loans, and some of it applied to others. They wanted the language to be as broadly construed as possible and removed that language, and made references to the statute.

Tracy Sedillo states that the other major change that was made was to the structure of the investment committee. This request was made by County Manager Wayne Johnson.

Wayne Johnson states that they took off one of the Commissioners from the investment committee and the reason behind that is because the Commission serves as the Board of Finance and that would allow one of the Commissioners to have 2 votes on the same issue and it is not the best way to operate. We brought in another member of the public in place of the Commission. The Board of Finance approves all of the policies that come from the Investment Committee.

Tracy Sedillo states that they also changed the appointment of the committee members to coincide with the fiscal year. There will now be 2 public members and no alternate. If this policy is approved today the two members will be appointed at the next Commission meeting.

Commissioner Sanchez asks if there are any other county boards that are not appointed by the Commission.

Wayne Johnson states that he is not sure, there may be, but he would have to look that up. Generally speaking the Commissioners will do the appointing. The only restrictions that come into play is if you are appointing a member to another entity there would be specific requirements.

Tracy Sedillo states that in the event we get to a point where we are going to do long term investments and expand the portfolio past the state Treasurer's office, which we are currently utilizing, that proposal will come before the board of finance for approval. Ms. Sedillo will not do anything that the Commission is not comfortable with.

Wayne Johnson states that there is a general policy in place regarding appointments of board members. If there is not a specific requirement by that board when it comes to the appointments then the Commissioners will chose based on district.

Commissioner Sanchez states that his question was in reference to page 3 where it reads "The County Treasurer shall chose the public members with the advice and consent of the Board of

Finance on an annual basis. Most every board is appointed by the Commission. How does this pay out logistically speaking where the Treasurer chooses the public members with the advice of the Commission. What is the process?

Wayne Johnson states that it has to do with the 2 differently elected offices and their given authority. What the Commission has is the ability to concur with the actions of the Treasurer, but the Commission does not have the authority to instruct the Treasurer to initiate a transaction, that is directly the authority of the Treasurer. This board appointment mirrors that concept.

Tracy Sedillo states that she currently has 2 individuals that are willing to serve as members. One has been a member of the committee and the other was the alternate. She would like to keep these members on since it is already past the fiscal year and she would like to keep the continuity of the board. There has not been any progress with long term investments because of the housing of the inmates. The money has to remain liquid until we figure out how this plays out. As we move forward we can advertise for the position. It is very hard to find people to sit on this committee because it is not an exciting board and it hard to find someone with a knowledge of investments. If the Commission would like to change the language of board appointments Ms. Sedillo states that she is ok with that.

Wayne Johnson states this board does not have any authority to spend the money, they are advising and making suggestions, the final say rests upon the Commission. The Commission spends the money not the Treasurer or the Board.

ACTION TAKEN: Commissioner Sanchez makes a motion to approve Resolution 2019-46 the Torrance County Investment Policy. **John Butrick** states that another change that was made that he failed to mention, is on page 2 under the Cash Management section. The second sentence states that the County Treasurer must be notified of any capital expenditures in excess of \$20,000.00. Originally it stated that the Treasurer must be notified of any large expenditures. We merely clarified the language. **Tracy Sedillo** states that there is great communication between the Finance Department and the Treasurer's Office before checks are issued to make sure everything is correct and we have adequate funds. **Commissioner McCall** seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.MOTION CARRIED.**

E.) MANAGER: Torrance County Grant Program Management Policies and Procedures, Resolution No. 2019-47

Cheryl Allen states that from the past meeting she was instructed to make some changes to the policy. The Commissioners packets contain the policy with those changes. Ms. Allen goes over the changes that were made. The first is on page 2 line #25, we had to move the definition of Board of County Commissioners as board down on the bottom because a couple of sentences were removed from section 1 and we had to place a definition in this area. On page 5 lines 21-30 there were a few changes made. Ms. Allen reads the changes, document hereto attached. On page 6 we added 2 additional items to the list of records that the Grant Coordinator will maintain. Those will include miscellaneous documents including presentations to the board and the grant application review and approval forms.

In section 2 lines 4-31 this entire section has been re-written. Ms. Allen reads from section 2 the Grant Award Process, document hereto attached. Those were the only changes and Ms. Allen would like to ask for the Commission's approval, guidance, or any changes they wish to make.

ACTION TAKEN: Commissioner Sanchez makes a motion to approve Resolution No, 2019-47 Torrance County Grant Program Management Policies and Procedures. Chairman Schwebach seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

12.) APPROVALS

A.) MANAGER: Approval of Contract between Torrance County and Presbyterian Medical Services, (RPHCA)

Cheryl Allen states that the County has a grant called RPHCA or Rural Primary Healthcare Act. This is to provide primary healthcare services and underserved areas of New Mexico. The work is contracted to Presbyterian Medical Services to run the services out of the Mountainair Clinic. The contract that is included in the packet has the changes that were within the current FY2020 MOA between Torrance County and the Department of health. This is a standard contract that is done every year.

Wayne Johnson states only 1 signature line is on the contract. Mr. Johns requests that the Commission make the motion to allow the County Manager to enter into this agreement.

ACTION TAKEN: Chairman Schwebach makes a motion to approve to allow the County Manager to enter into the contract between Torrance County and Presbyterian Medical Services (RPHCA). Commissioner McCall seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

B.) FIRE: Discussion and approval to apply for a lease cancellation of our Certificate of Public Convenience and Necessity with Superior Ambulance.

Lester Gary states that he is coming before the Commission to request to move forward to go to the PRC to get the certificate of need back to Torrance County. There has been a lot of growth in the County and the fire department has been working on getting all of their EMS vehicles up to speed. Mr. Gary explains to the Commission the certificate of need and why it will be good to bring it back to the county.

Mr. Gary states that he has had to submit that application for re-issuance of the certificate of need, because through the motor transportation rules they have to be renewed every 3 years, and it expired yesterday. Mr. Gary and Mr. Johnson got all of the paperwork together and sent it off to the PRC for re-issuance to keep it current.

Wayne Johnson states he would like to bring two points to the Commission. Under the current contract with Superior Ambulance, for their providing 2 different response units for Torrance County, requires us to allow them to have the first opportunity to transport. If it is an emergent

situation to risk of life and limb, the county can transport, or work out a transfer point along the route. If Superior is not available, with this certificate, we will be able to transport and bill for the service.

Commissioner McCall asks if the current PRC number is with Superior Ambulance, and if we take back that Certificate of Need, what will happen to superior.

Lester Gary replies, yes, Superior Ambulance has our PRC number. Mr. Gary states that Superior has their own PRC number and statewide certificate. They can operate under that certificate. Once the county gets the certificate back, the county will have the authority to authorize any other agency to operate in the county, and they will continue to allow Superior Ambulance to operate in the county.

ACTION TAKEN: **Chairman Schwebach** makes a motion to approve to move forward and go to the PRC to get back the Certificate of Need for Torrance County. **Commissioner McCall** seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

13.) DISCUSSION

A.) MANAGER: PUBLIC HEARING for Infrastructure Capital Improvement Plan (ICIP)

Cheryl Allen states that she included in the packets spreadsheets of the current ICIP list and then submitted proposed projects to be included on the ICIP list for Torrance County and the 3 senior centers. Ms. Allen has prepared a PowerPoint presentation for the hearing. The items that have been removed from the list are the Punta de Agua Multipurpose Center, Manzano Community Center, Road Department Equipment-Reclaimer, and the Pictometry Software. The senior center requests have been removed from the list as a whole and were told they must submit an ICIP request for each center separately. The reason for this is because their requests often get buried and end up at the bottom of the list when combined as 1 request.

Other items that were recommended for deletion are the upgrade to the county computer software as it is not allowable. It is not infrastructure. The county jail will be removed as CoreCivic has been re-opened.

Ms. Allen states that the projects listed on the PowerPoint slide will be open for discussion and we can decide to remove them from the list or keep them. We will be going through each item one by one. There is no particular order this is just how they were listed on the spreadsheet.

The order that we will be discussing items will be the senior centers, water system projects, Planning & Zoning Projects, Road Department Projects, Sheriff Department, Fire Department, Animal Shelter project, County Infrastructure, and additional projects. This section will be open to anyone that would like to place additional projects on the list.

Angie Coburn and Lisa Lujan with Presbyterian Medical Services, states that she would like to thank the Commission for approving the RPHCA contract. The contract helps support provider salaries. They appreciate the continued support and cooperation from the county.

Ms. Coburn states the Ms. Lujan is the new administrator for the senior program. Rick Gonzales retired and few months back and Lisa was recently hired on as the new administrator. Ms. Lujan is still in her transition phase from the clinic to the senior program.

Ms. Coburn states that for each of the centers they requested new vehicles. All of the vehicles that are in current use have over 150,000 miles on them. About 200 miles a day are put on the vehicles. The vehicles get beat down very quickly. The senior program is currently down to 3 vehicles as one vehicle was totaled in an accident on highway 41. They requested that the vehicles be equipped with hot boxes. Those will help to main the temperatures of the meals better than the not bags that are currently in use. The request was made for 2021 and 2024. They found that 3 years is the lifespan for the vehicles.

For the Estancia Center, which is the newest center built in 2002, we requested to plan, design and construct renovations. The building needs interior painting, the parking lot needs to be repaved, there are some issues with the drainage, and put in some refrigerated air units. Ms. Coburn has provided a preliminary budget for the next few years and added additional funds to cover repairs as they arise and you can see the vehicles that were added to the budget for 2021 & 2024

Next up is the Moriarty senior center. It is the biggest and the oldest center. The request for this center is to purchase land, plan, design, construct, and furnish a new center. The current building is in need of too many repairs. They are looking at a 4,000 to 4,500 square foot building, parking area, commercial kitchen, a dining area, and other equipment. Ms. Coburn would like to see this project high on the priority list. Having a new center in Moriarty would be great and give us the chance to get in more activities for the seniors. If they were to build a new center it would be ideal to purchase a new piece of land. If they were to use the current area they would have to shut down services. If they build on new land they can continue services at the current center until the new one is completed.

For the Mountainair senior center a request for renovations and a vehicle. An addition to the center was done about 7 years ago that added a new dining area and new commercial kitchen. The old part of the center is what needs renovating. There are some leak issues in the front area that is a slip hazard for the seniors. It is cosmetic and safety issues and also replacing equipment as it wears out.

Ms. Coburn appreciates that they separated the centers as they do tend to get buried at the bottom of the list. The aging network is working to bring the senior program back together because they help with a lot of these requests. Unless you have a legislature on board to present these, that may have been another reason they projects were buried.

Commissioner McCall asks about the passenger van that is currently in use.

Angie Coburn states that there was capital outlay money allocated for the van. A van was going to be purchased last year, but DFA did not allow them to purchase it because it had 15,000 miles on it. When they were denied the van they wrote a proposal to see if the program could use the money to purchase the 3 delivery vehicles. Ms. Coburn states that they were recently given the option to apply for emergency funding and they have written up a proposal

for that funding and the vehicles were mentioned in that proposal. They have money to replace the vehicle and that is the next step. They were trying to use the money the best way possible.

Commissioner McCall asks Ms. Coburn if the funding will cover the 3 vehicles being requested.

Angie Coburn replies, she does not know. The request was submitted on July 26th and no time frame was given as to when and if they will approve the request. Along with the vehicles they also added a dishwasher for the Mountainair center in the request. They wanted to have requests in both areas just to be safe. They will be able to move forward because they do have the capital outlay funding for the passenger van. The van the program has now is a handicap accessible van, it is not utilized very often, and the program would rather go with a 15 passenger van so that they have more room.

Belinda Garland states that they are holding off with the actual purchase of the van until we know if we are going to receive the emergency funding. If the program gets money for the home meal deliveries then they can move forward with purchasing the van. It is Ms. Garlands understanding that the home delivery vehicles are in worse shape than the passenger van.

Angie Coburn states that the van may only be a 2002, but it is not used very often, and the miles on it are all highway miles from taking the seniors to and from doctor appointments. This van does not have the wear and tear like the meal delivery vehicles.

Belinda Garland states that they can invest some funding and pull the van over and get the home delivery vehicles first if need be. Ms. Garland is waiting to hear about the emergency funding before she does anything. She is pretty positive that they may qualify to receive some funding because she spoke with Barbara from Aging & Long Term a few months back. If they are able to get some of the home delivery vehicles with the emergency funding, they can be moved down on the ICIP list and move other projects up.

Cheryl Allen states that the next item up is the Duran Water System Improvements.

Belinda Garland states that a couple of years ago she did a tour of Duran's water system, because the Mayor for the City of Vaughn is very concerned about the water system. Vaughn supplies water to the Village of Duran. Vaughn pumps water from west of Encino all the way to Vaughn. There is a transfer pump on the east side of Encino that pumps either straight on to Vaughn or turns and pumps south into Duran. Across from that area all the way into Duran is a pipeline. This pipeline began as a 6 inch cast iron pipeline. At some point some parts of the pipeline have been choked down to a 2 inch PVC pipe and it is not holding the pressure.

Cheryl Allen makes reference to the PowerPoint slide that shows where the pump station is located and where the pipeline runs. PowerPoint presentation hereto attached.

Belinda Garland states that the 2 storage tanks, that the water gets pumped into, sit on a steep hillside NW of Duran. The water from those tanks gets pumped directly to the Village of Duran. There is no holding tank in Duran. That is a huge concern to Ms. Garland when she went to look at the area. There is a small ranch road that leads to the tanks. If for any reason the

Village of Duran was to run out of water, water tankers would need to drive up this road to supply water, and in the dead of winter it would not be easy for the tankers to get through this road. The road is approximately 2 miles long.

Ms. Garland along with Steve Guetschow thought about devising a plan that the water from the 2 tanks be pumped into a holding tank in Duran in case of an emergency, but it cannot be done at this time. The pipeline isn't splitting cross way, it is splitting long ways down the pipes because it isn't holding the pressure. Vaughn is currently maintaining this, but Ms. Garland is very concerned about this for the citizens of Duran. There are 40 households in Duran, and if this water systems fails dramatically at any point the town will not have any water. Ms. Garland was advised of another problem from Leonard Lujan. The water line does not run straight, it zig zags along fence lines and county roads.

Chairman Schwebach asks how many miles of pipeline is in this area.

Belinda Garland replies, she thinks it is about 10 miles long. Steve Guetschow got a quote at one point on how much it would cost to replace that pipeline, and it would cost about \$8,000,000.00. Ms. Garland reminds the Commission that this is not the county's water system, it is Vaughn's water system. Vaughn's funds are very limited. Ms. Garland has had Mr. Guetschow do some research to see if there is some way the county could assist Vaughn with replacing the pipeline, or as Commissioners, set up an independent water system for Duran. The problem with an independent water system is that the holding tanks need to be tested often, we have to bill, and maintain the water.

Commissioner Sanchez asks if we have any understanding of what it would cost to build an independent water systems.

Belinda Garland replies that she doesn't know. A new well would have to be drilled, and she doesn't know what that would cost.

Commissioner McCall asks what is magical about this water that it is being pumped 10 miles. Is there water in Duran, where we can look into drilling a well? Can we create a system without all the pipelines and tanks? Chairman Schwebach also has these same questions.

Belinda Garland states that when she went to Duran she spoke with Nazim Hindi. He told Ms. Garland that Duran did have their own well at one point. The well no longer works as they think it may have caved in and they can't get water out of it anymore.

Chairman Schwebach comments as he understands it Duran has a water system that gets water to the houses and they are tapping into Vaughn for the water.

Belinda Garland states that the problem that she sees, even though she is not a water engineer, is that there are no holding tanks in the Village of Duran to pump water into and disperse to the town. It comes from the two tanks from the top of the hill on Singleton Ranch.

Chairman Schwebach states that the two tanks are up on the hill to keep pressure on the line, the pipeline is failing, and he is not sure that you can drill for water at that location. What is the status of the pipeline between the tanks and the town?

Belinda Garland states that she thinks it is about 2 to 3 miles long.

Wayne Johnson states that what Chairman Schwebach is asking what the condition is for the pipeline and not the length. We are talking about the transmission lines from Vaughn no the supply lines for the town.

Belinda Garland states that she does not know the condition of the lines from the tanks to the town. The whole water system belongs to Vaughn. Ms. Garland states that this is a major project and the residents are in Torrance County and she feels that they are the county's responsibility. We may not need to act immediately but this is something that the Commission needs to be aware of and concerned about.

Commissioner Sanchez states that from his view, it would be far less costly to revitalize their water system. Another major hurdle that the county faces is their lack of an organizational structure. The town doesn't have a mayor, a council, or a form of income. They are reluctant because of their lack of an organizational structure. They have no way to build, they are not a public entity. They would have to revitalize the whole town. When they visited Duran they had some concerns about them being able to manage the system.

Wayne Johnson states that it would be possible, and we need to talk to Vaughn about this, to determine that the best course of action would be to drill a well and provide the supply of water from Duran as opposed to bringing in water from Vaughn. It may be possible that Vaughn would agree to operate the system even if it is not from their well. This may actually benefit them as they would not be taking Vaughn's wet water and sending it to Duran. Mr. Johnson states that they have not talked to the Mayor of Vaughn, but he thinks that Vaughn would not be opposed to operating the system if the County provided the money, found a well, and provided infrastructure to supply the tanks.

Mr. Johnson is not sure if they would need a tank in town. In short term it would be to stabilize their water system to make sure that it is sustainable. In the long term it would possibly require another reservoir in town, but it is Mr. Johnson's understanding that it would need to be a tower reservoir. It is not an insignificant cost, and you still need to gravity feed the town.

Belinda Garland states that the tank being shown is a smaller tank and the fire trucks use this to fill the tanker. This tank does not disperse water to the town of Duran.

Commissioner Sanchez states that the cost of \$8,000,000.00 would be high and actually drilling a well, do some piping, and supplying water to about 10-15 homes would possibly be more like \$500,000.00.

Belinda Garland states that there is pressure on the line, the water comes all the way from Negra.

Chairman Schwebach states that it would be interesting to see when the decision was made to come in from Vaughn and the reasoning behind that. 10 miles of pipeline seems a lot of line for 40 residents. You start looking at other areas in the county and they are drilling wells individually to supply households of 4. Is there no water? What is the reasoning?

Belinda Garland states that she thinks this was put in place about 8 years ago. The mayor of Vaughn looked for agreements and written understandings of how the water should systems should work and he was not able to find anything. This is a consideration from the ICIP list and would like some direction from the Commission on how to go about this. Do we do more research, and then add it to next year's list? The state likes shovel ready projects. This is something that we need to have some plan and direction on how to handle it.

Chairman Schwebach states that Duran is not organized in the sense that they can issue their own ICIP therefore that is the reason for the county being involved.

Wayne Johnson states that he would like to inform the Commission, on the project and the next project of the presentation, that the items on our ICIP should be county projects overall. It is up to the Commission how they want to proceed. Duran falls into this category because they are in an unincorporated area of the county and have no other source of revenue. Whether or not we like the fact that we are dealing with 40 county residents who would normally be on a septic and well, doesn't matter, they are where they are. We would probably not be able to convert them to a well and septic because they are already have a water system in place.

Mr. Johnson states that EMWT, which everyone here supports and the Commission signed a letter of support, would be the owner of this project. The Commission would just show their support. There may be other ways to support this.

Chairman Schwebach states that is the direction he wants to go. We will be discussing EMWT. He foresees this issue with Duran being the start of many. Whether it's the Village of Duran or the El Rancho Grande subdivision, we need to be able to supply water to our residents. It is time that we start looking to see if the county should be the one supplying the water, and do we start our own water authority? He is inclined to say no when we already have EMWT ready to move forward with this. This is an entity that could develop a water systems, could do the billing, and could give them what they need without hurting Vaughn or hindering somebody else. This county is in need of that type of entity.

Wayne Johnson states that another alternative, in the short term, would be to drill a well and get water to the reservoirs, through a lift station or something next to the reservoirs. With this you would have a system that is operational and independent. It would not matter who ran it, we could approach EMWT and see if they are interested in running the system, and it would make it isolated at that point. EMWT has the expertise to do so.

Belinda Garland states that if they are going to drill a well, they would have to see where they could obtain the water and purchase the property. From her understanding the original well was on private property owned by the Hindi family.

Chairman Schwebach asks if the city or residents have any property available.

Belinda Garland states that some research would have to be done on that if the Commission wishes to go that route. Commissioner McCall and Chairman Schwebach agree that would be the best way to go.

Chairman Schwebach states that the planning should be more than \$5,000.00 you need to give yourself some wiggle room. We are looking at a much larger picture than just patching the pipeline.

Cheryl Allen states that next up is the Estancia Valley Regional Water System.

Chairman Schwebach states that he is the one that requested this be on the list. The county is part of EMWT and has supported them. In light of understanding the ICIP projects he thinks this is something that is appropriate for the county to label as an ICIP. Chairman Schwebach's intention was to send a message to our legislatures that this is something the county supports and approves of. Ultimately EMWT is the owner and the one requesting the ICIP. Therefore it can be removed from the list.

Cheryl Allen states that the next project is the Mescalero Dam Project. Ms. Allen was asked by Mr. Guetschow to present this since he was not able to attend the meeting. The Mescalero Dam was constructed for the Indian Hills subdivision to create lake front property in that area. The Office of the State Engineer has been examining this project. The dam started out as a small dam of 5 feet tall with dirt fill to create a reservoir to collect water for livestock. Buster Keaton back in the early 60's received a permit in order to increase the height of the dam. Ms. Allen shows the pictures on the PowerPoint presentation (hereto attached).

The dam is currently designated for recreational use. Since the dam has been in place it has never held a substantial amount of water. The transfer waste station sits at the base of the dam. They want to get this dam off the OSE spectrum and protect downstream properties from any potential flood problems. Some of the problems now is that there is an overflow pipe that is blocked and needs to be corrected. We have been looking at taking the dam down to its original height. In the front of the dam is a trench used as an additional form of water collection. The OSE wants that filled in, so if we take the dam down to its original height, we can use the fill from that to fill the trench. It will still maintain its safety status that protects the residents downstream. The OSE has looked at this as well as outside engineers. This is the best way to go about improving this.

In order to complete the process, drone-mounted survey equipment will be used to survey the contours that are upstream to make sure everything is safe to make the changes we want. We will also need to determine the peak storm discharge rates upstream and at the dam. They will be looking at the annual averages as well as the 500 to 1000 year storm events. They will also take into consideration if there was deforestation due to a forest fire, if this dam was lowered to its original height. This would reduce the capacity to 2.2 acre feet and no material would have to be brought in as we can fill in the trench with the material that was removed. We would also repair and install any new drain tubes that are required. In large storm events it would allow water to flow below the dam in a controlled fashion. The survey and engineer would be used to collect data, plan the development, and post construction certifications. Construction services would be provided by the county road department.

Ms. Allen refers to a study done by Mississippi, and is based off land contours only. The OSE looked at this and based off the study it can be used for the data for potential hazards downstream. The OSE was not satisfied with the numbers on the study done for upstream and that is the reason we would have to hire the engineer and surveyor for the analysis upstream.

The proposed budget is based off of 2018 budgets. Budget project hereto attached. Total for the project would be \$25,800.00

Belinda Garland states that the reason we need to mitigate this dam is because we are not in compliance with the OSE. If we don't mitigate it, the county will have to maintain it. This was the reason they had gone with a plan to mitigate it, because if we get the mitigation complete then we will be done with it. Ms. Garland states that she and Mr. Guetschow went to the Edgewood Soil & Water board to work with them to see if there was some grant funding available to take care of this. Ms. Garland thought the water board would assist with this because it is a safety issue, but they have not been able to find any type of assistance to complete this project and that is why it is being placed on the ICIP list.

Chairman Schwebach states it is his understanding that the dam was built, it is too big, we have not been maintaining it, and it is now a hazard. If it fails it allows too much to flow down, so if we make a smaller dam it won't do as much damage, is that correct?

Belinda Garland states that it was built for that subdivision and the gentleman who was trying to create the subdivision, turned the dam over to Torrance County. He walked away from it and it became our liability at that point. We are not in compliance with the OSE so if we don't mitigate it we will have to maintain it as a dam.

Cheryl Allen states that they are doing basic maintenance such as rodent control and removal of brush on the dam which is costing the county money.

Belinda Garland states that the dam is in a U shape and the transfer station sits right at the base of the dam. This needs to be done correctly because further down there is a house that sits right in the middle of the draw.

Chairman Schwebach states that he would like more research done as to who paid for all this to begin with and allowed it to get to this point.

Nick Sedillo states that he may be way off base, but the subdivision is still there, this is part of the Indian Hills subdivision. Back in the 60's when this was platted, that portion was platted and deeded to the county, and the county accepted it. We would have to check with the Clerk's office to see if that is the case. It has happened in the past where a person has passed away and in their will that have deeded a piece of property to the county and then we come to find out we have a piece of property and we aren't aware right away.

Cheryl Allen states that it was in 2006 when Torrance County took over control of the dam.

Chairman Schwebach states that the county now owns property that is a liability.

Martin Lucero states that when he was the Emergency Manager, he was working with Mr. Guetschow on this project. There is a Hazard Mitigation Grant that the county can apply for. Those types of grants can be phased. Part of the issue is that they have to be shovel ready project. Phase I would be design and engineering and phase II would be the mitigation process. You can apply through the Department of Homeland Security for the Hazard Mitigation Grant. The opportunities to apply for these grants come up in October.

Belinda Garland asks Mr. Lucero if the grant will pay for the cost of the engineer.

Martin Lucero replies, yes, it will cover the cost of the engineer. If you apply to phase the project and they approve the project to be done in phases, then yes it will all be covered. At the end of the project you have to prove that the project is sustainable for at least 30 years or more. That is why it is necessary to hire an engineer.

Cheryl Allen states that the next item is a request that was left over from last year's ICIP. There was a property that is off of Marc road that they wanted fenced in. The reason they wanted it fenced in is to prevent and deter illegal dumping. There has been talk about putting a park on that piece of property, and other than that Ms. Allen has no other information on this property.

Belinda Garland states that this piece of property does belong to the county. They are wanting this fenced in because people are going onto the property doing illegal dumping and the kids are going in and riding their bikes and motorcycles in there. So Planning & Zoning requested it be placed on the ICIP list for possible funding.

Nick Sedillo states that the property is in McIntosh on Irving road. It is vacant land and was donated to the county. It is a flat piece of land.

Cheryl Allen states that the next items on the list will all be presented by Leonard Lujan.

Leonard Lujan states that he is looking into purchasing a double steel roller for the department patching and chip seal projects. This machine is better for these type of projects as it doesn't leave tire marks behind.

Mr. Lujan states that the next request is for improvements to McNabb road. This request was on last year's ICIP List. The request is to pave from Highway 41 all the way to Lexco Rd. This road is highly traveled with about 800 to 1,000 cars per day that drive on it. This road would be a good connecting road to go around Moriarty if we had to. They are adding this item to the RTipper as well to see if they can come up with the funding from a different source. They are asking for \$1,000,000.00 for this project.

Chairman Schwebach states that the road department is not the one that does these projects, they contract out, is that correct?

Leonard Lujan replies, yes, that is correct. They department does not have the equipment to do this type of project so that have to contract out the project.

The next request is the Estancia Loop/By-Pass. Mr. Lujan states that he placed this on the list as a chip seal project, but also putting in base course and culverts, fixing all the drainage, and making it 24 foot wide. The route would be on 41, go up along Alan Ayers and will come out onto Highway 55. This is something we need to look at. Estancia doesn't have a bypass road. If something was to happen in the middle of town it would be difficult for someone to get around it.

Wayne Johnson states that Alan Ayers is high on the priority list for the Town of Estancia to get the road paved up to the jail. Would this be something that the county could partner with the Town of Estancia to help cover the cost?

Leonard Lujan states that the jail road goes east and the other is west but it is something that can be looked into.

Cheryl Allen states that one of the things she was looking at, if the county works with Estancia, is the Federal Build Grant that we could possible do a joint application to combine the projects. One of the reasons for the loop road is Estancia has a lot of parades and when the road is blocked off there is a lot of heavy trucks and other traffic that use Walker street to get around. This loop would give the traffic another option to use to go around as opposed to the residential area.

The reason Metzger Road was not chosen is because it doesn't go all the way through 542. If we chose to expand the loop in the future we can use Spangler road since it does go up to 542.

Nathan Dial, Mayor for the Town of Estancia, states that he thinks that they would have to partner up with the county because part of the road is city and the other part is county. Mayor Dial states that he has received complaints about pot holes on the road. He states that he will reach out to the Governor and see if she will release funding that is available for municipalities. Mayor Dial also agrees in using Spangler Rd because the residents on Metzger Rd and Peacock will fight this loop road. When the Semi's drive down Walker you can see the road buckle from the weight and using the school road is not possible because it is a safety issue.

The town would be onboard with supporting this and would like to see the road fixed all the way from the prison to Spangler Rd.

Wayne Johnson asks Mayor Dial if the Town of Estancia is planning on putting this project on their ICIP list.

Nathan Dial replies, yes, and this will be a map project because it is connecting 2 highways, and since it is going through county and city, this helps when submitting the proposal. As far as it being it on the ICIP list he will consider it since it is a major issue. Mr. Johnson recommends to Mayor Dial that he place this on their ICIP list. Mayor Dial states that they are having a public hearing on Monday evening to discuss the ICIP and this item will be discussed.

Cheryl Allen explains the breakdown of the budget if the Commission would want to do the project in phases.

Leonard Lujan states that the next request is for Riley Road improvements. It is 6 miles in length and runs from Highway 55 to Highway 542. We have put a lot of money into this road, it has been chip sealed and reclaimed, and then re-chip sealed. We put speed limit signs and weight limit signs, and they keep getting removed. We need to look at finally getting this road paved. It is a highly traveled road used to get to 337 to head into Albuquerque. We cannot keep heavy trucks off the road, no matter what we do they continue to drive on it.

This will be a good project to push because it does connect two state highways. Some people may say that there are not many homes on this road to push for this project, but we don't go by the amount of homes we go by the amount of traffic the road gets.

Mr. Lujan states that this will be a full overlay of 3-4 inches. He has contacted a few contractors and the cost given is a rough estimate.

Chairman Schwebach asks if this overlay of 3-4 inches is designed to handle an 80,000 pound vehicle.

Leonard Lujan replies, yes. His next request is for a new road yard/shop with land purchase. We need to start looking into getting the road department out of Estancia. All of the equipment has to be brought back to town to be worked on and the rigs are also parked here. There is a piece of property off of Riley Rd and Highway 55. It is big piece of property, but aside from putting the Road Department out there you could put something else out there.

This piece of land would put us closer to the mountain towns where most of the work is done during the winter months. They would be closer to their stock piles and would still be able to cover all the county as well as we can here in town. It's time we look at getting the road department out of town and maybe let the Sheriff's Department have the yard here to store their stuff.

Chairman Schwebach asks Mr. Lujan what makes this property so unique.

Leonard Lujan states that the property has its own water rights and we can drill our own well and not have to haul in water from other areas. The area is kind of the center part of the county. Riley Rd is highly used by the Road Department because the pit they get material from is near Mountainair. During the winter time most of the work time is spent in the mountain areas, having us located there would make things easier.

Another reason it would be good to get this property is because the county would be able to relocate the Transfer Station that is in Tajique to this area and it would be easier for the people to get to. Purchasing the property would benefit more than just the Road Department.

Belinda Garland states that the county is currently under an agreement with Tajique for the transfer station, but once that two years is up we have to move out. This would provide a site for that, it would be owned by the county, and we would never have to move again. Another thing that may be a good idea, especially for the southern part of the county, would be to place a fire & EMS station there. Right at the intersection of Riley Rd there is easy access to the Ewing area and the mountain communities. You can also go west about a mile and turn north

on 337 to residents in that area, and come back east to the Town of Estancia and the Village of Willard. There is a house there but it is just storage it is not habitable.

There is water rights so it would not only supply the Road Department but also the fire station. Ms. Garland states that they did some preliminary research on the water rights and they are grandfathered in.

Chairman Schwebach asks if they are sure there is water there.

Belinda Garland replies that it has not been proven.

Chairman Schwebach states that this doesn't put the picture together until Riley Rd is taken care of. In regards to the loop road and Riley Road, is it possible to talk to the DOT and see if the roads can be turned into a state highway? Essential we are trying to accommodate the state's highways for our residents and safety.

Leonard Lujan states, that is exactly what we are trying to do. He thinks the state would not agree on taking on another road. They are trying to give the county some roads. Mr. Lujan states that the DOT asked him to take over the Ewing road about 5 years ago. In his opinion it would be a waste of time to ask them to take over the road.

Wayne Johnson states that essentially the money is coming from the state. The maintenance would fall on us but we are asking the legislature to fund this.

Leonard Lujan states that McNabb and Riley Road need to get done. He thinks that the state is going to look at Riley Road connecting 55 & 542 and not McNabb road connecting Lexco and 41. We need to really look at getting the road department out of this area.

Commissioner McCall asks if it is possible to purchase less than the 320 acres. He doesn't think they need such a large amount of land. Chairman Schwebach also agrees that they don't need so much land.

Belinda Garland states that they would need to talk to the land owner/relator. They may be open to negotiations. This is a lot of land but can provide for other activities as well. For instance, the transfer station at one point had recycling dumpsters sitting outside of the station area, and those were taken away. It takes a large area for the people to drive in and allow for all the dumpsters. This is a long futuristic view, which would not happen immediately. We would first need to look into purchasing the land. The list price is at \$424,000.00, Ms. Allen just rounded up the price.

Chris Tyrolt, Torrance County Deputy Sheriff, states this is the Sheriff's Department request is for new 4x4 patrol vehicles. As everyone is aware, the department is in dire need of new vehicles. A majority of the vehicles have 160,000-170,000 miles on them. One of the recent repairs on an old Crown Victoria, just to get it running again, was a JB Weld to the oil pan.

We need 4x4 in this area because of the roads out here, especially in the winter time. The Tahoe's are reliable and make excellent patrol vehicles. They are good for what they do every day.

Cheryl Allen states that the department's request is for 2 Tahoe's and 1 Silverado. This year the Sheriff's department has been approved to purchase some vehicles and they are currently putting together a grant application with the US Department of Agriculture. They will provide 15% funding for those.

Chairman Schwebach states that he hears over and over again that they say never to place vehicles on the ICIP list, what makes this so different? Has this been approved in the past?

Belinda Garland states that 2 years ago the county tried to get into the state budget to purchase vehicles and help pay for transport to Santa Fe and that was taken out of HB 281. This past legislative session, Senator White, was kind enough to give the county \$90,000.00 to purchase some vehicles for this year. We are working on contracts with DFA and other types of funding. Typically the state does not like to fund vehicles because the vehicles are worn out before the bonds are paid off. Governor Martinez did not like to fund vehicles, but Governor Lujan-Grisham may have a different view seeing as she did approve the \$90,000.00.

Wayne Johnson states that the difference from last year to this year is how it is funded. It is not funded through bonds, it is funded by surplus money from oil and gas. It is worth putting this on the ICIP list. As a matter of policy, if you are borrowing dollars to pay for this, and your floating bonds, the vehicles are not going to last as long as you are paying for the bond, and this was why Governor Martinez was opposed. This is smart to not use bonds to purchase the vehicles because they will be dead before it's paid off.

Lester Gary states that there are several requests from the Fire Department. The first request is for furnishings and equipment. Some of the fire stations are old and dilapidated. They will be upgrading the outside of the departments. They have some roll over money from the Fire Protection Fund and this will allow them to replace equipment in the interior of each department. Mr. Gary states that they are also looking into purchasing additional AED's. They have purchased a total of 10 AED's by approval from the State Fire Marshall. They need to purchase the new ones because the AED's have a life expectancy of about 5 years whether they are used or not.

They also need to purchase Self-Contained Breathing apparatuses. The bottles have a life expectancy of about 15 years, and the bottles we have are at that mark. There is some new testing that can be done to extend the life another 15 years. These are on the list for 2022.

They are looking at, Emergency Services Infrastructure, to plan, design, and furnish facilities to house an emergency medical responder in the Southern part of the county. They have partnered with the purchase of the 300 plus acres the county is looking at to build a facility in that area.

The fire department would like to build a joint county building that would allow other departments to use the building. It could house road, sheriffs, and fire departments. He has looked at other counties and they have made joint stations.

They are looking at the water system upgrade for the fire stations. Mr. Gary spoke with Chief Crabb, who is the fire chief in that area. The original Duran water system was originally owned by the Duran Water Association. The well did collapse, and 4 years ago they did dig a new well. The wells in the area are at the depth of about 700-800 feet. County does own property in Duran, it is where the fire station sits. They can look into assisting the county with putting in a water system there.

They are also looking at water system in the sweet water hills for substation 5. They want to do it within the next year and upgrade those systems. The water storage tanks also need replacing at some of the stations. The water tank that is out at dispatch is starting to leak and wear out. They are looking at putting in tanks to help lower the ISO, in the District 2 area in Indian Hills. There are not holding tanks there, it would benefit the district and residents by storing water there. In many areas the department has to depend private water systems. Indian Hills has a water system and it does have hydrants, but the county doesn't own that system.

Mr. Gary states that in 2022 they are looking into purchasing a new type 4 wildland interface apparatus. The fire vehicles that are used in Bernalillo County do not work well out here. We need a vehicle that can handle the rough roads. They currently have these type of vehicles at District 2 & 5. They don't have as much water as the traditional fire trucks, they carry about 750 gallons. With them not holding as much water and being 4x4, they are much easier to operate.

Wayne Johnson asks the Commission if they can table this hearing until the presenters from Mesalands Community College do their presentation. We can come back to the hearing after. There will need to be a motion to stop the hearing.

ACTION TAKEN: Commissioner Sanchez makes a motion to pause the public hearing and return to the regular meeting. **Chairman Schwebach** seconds the motion. No discussion, all Commissioners in Favor. **MOTION CARRIED**

C.) MANAGER: Discuss the Mesalands Training Trailer

Mayor Ted Hart from the City of Moriarty, would like to give a brief history on this subject. Mayor Hart states that they began talk about this about a year ago to try and keep the younger generation in the county. They looked at Mesalands College for technical training so the kids could come right out of high school and get into the career fields. With all the wind fields coming in they looked at training for the wind farms. Mesalands College has one of the best training classes for Wind Energy. On May 22nd the City of Moriarty and Moriarty School district entered into an agreement with Mesalands College to provide these trainings in the school for these kids.

Tom Morris, Director of Academic Initiatives and Student Success with Mesalands Community College, states New Mexico is ranked 3rd in the nation for wind energy. Torrance County plays a big part in that ranking.

Mesalands College will provide training for county adult residents to be able to obtain their WET Occupational Certificate. The cost will be \$700.00 per student and classes will be both online and at Mesalands College. Mr. Morris gives information from his PowerPoint presentation. Presentation hereto attached.

Teresa Salazar, Superintendent with MESD, and advocate for all learners in Torrance County. Ms. Salazar states that MESD is going to be the worker bee to make sure that they can offer these classes to MESD, Estancia Schools, and Mountainair Schools. Ms. Salazar will be having a meeting with the Superintendents of the other school districts to see if she can get their support as well on this. The county students will have first priority, if we cannot get all of the seats filled for the classes, then the surrounding counties will be offered the opportunity to sign up for classes. A majority of the classes will be online and available to anyone. They will also be working on timing, scheduling, and transportation to Tucumcari. MESD will be supporting the academic & paperwork side of things. Mesalands will also provide insurance for those students 16 and up when they participate in the climbing class as long as they have a current athletic physical. MESD will also be housing and storing equipment, and providing locked security for the equipment.

Tom Morris states that the goal will be to being this program in January 2020. There will be a total of 6 classes as well as class WET 250. The only class the students will need to attend in person is the WET 140 which is to teach the climbing and safety for the 300 ft. turbines.

Commissioner McCall asks if this is just for high school students or adults as well.

Chairman Schwebach asks at what age the students will be able to take these classes.

Tom Morris states that from this point on they will be talking about high school students as well as adults and the age they can begin is 16.

Mr. Morris states that the proposal is that Torrance County and Mesalands will each provide \$100K for the trailer and required supplies and equipment to teach the courses at Moriarty High School. Moriarty High School will be required to house the trailer and equipment. Branding would have to be done by an MOU with Torrance County, the school district, and Mesalands Community College.

Dr. John Groesbeck, President of Mesalands Community College, gives a brief description of what type of equipment will be housed in the trailer. List hereto attached. Dr. Groesbeck speaks on what is involved in creating a wind farm. Torrance County, as far as the economic impact goes, in short as well as long term, is quite significant.

What they are proposing is to get enough individuals trained to work on the turbines. It takes approximately 15 people per turbine, but with the newer ones each turbine would require 8-12

individuals. This job requires each person to be intelligent as well as physically able. Dr. Groesbeck explains how each turbine operates and what is required.

Broadly they are thinking long term for careers in Torrance County. They are glad to be here and be involved to get the program moving. Dr. Groesbeck goes on to explain how this training is transferable knowledge.

The reason they are asking the county to participate in the program is to assist with acquisition, help split the cost because the equipment is very expensive, and the trailer to keep the training mobile. Dr. Groesbeck thanks the Commission for allowing him to come and discuss this request.

Teresa Salazar would also like to mention that the high school students would need to purchase steel toed boots. That would be the only cost to the high school students, as tuition and books will be paid for by dual credit. EVEDA is also looking into a scholarship program for the adults.

Commissioner McCall asks what the timing is on this, are we wanting to move forward with this by the next school year?

Dr. John Groesbeck states that the computer equipment has already been purchased and they are looking to start the dual enrollment in January of 2020.

Commissioner McCall states that a concern of his is, in the years to come, how will this trailer & software hold up to the industry standards?

Dr. John Groesbeck states that there is a 10 year cycle for the technological items, the trailer itself can be just a good trailer with a ramp. The trailer is used to store the equipment and allows for easy movement to the next site. It's not the trailer that costs it's the stuff inside the trailer that is costly.

Chairman Schwebach asks if there is any idea on the number of individuals that are interested in this program. Do you foresee, once the program begins, the classes being full?

Teresa Salazar states that it may take a couple of semesters to fill up the classes. The sooner we get the information out the better chance there is of filling up the classes, with the potential to add more spaces should the need arise. Right now they are anticipating about 20 students per semester. We all need to work together so that we aren't doubling up the work load. We want to be the model county of how you can work together and get things done.

Tom Morris states that Mesalands recently had 3 students from Estancia High School graduate in the associates program.

Commissioner McCall states that if a student starts this program their sophomore year, how much more schooling will be required once the student graduates.

Tom Morris states the student can work right out of high school at an entry level position. The student will graduate with their high school diploma and their occupational certificate from the college.

Commissioner Sanchez asks who will own the trailer.

Teresa Salazar states that Mesalands will own the trailer.

Dr. John Groesbeck states that Torrance County will have first priority with the classes, but if another county is requesting training and its available the trailer can be moved to that location.

There is some discussion between Dr. Groesbeck and Commissioner Sanchez in regards to the trailer and who will supply it and own it. The request is at \$100,000.00 and that is negotiable and may be able to cost share if the other entities are willing to opt in.

Teresa Salazar states that on behalf of MESD they do not have that kind of money so they would be able to help with in-kind assistance such as facilities, heating and cooling, technology, and transportation of students, to name a few.

Commissioner Sanchez states that there is a tremendous amount of opportunity to strengthen our network as an educational community. This would be worthwhile to approach our partners to give them the opportunity to contribute in some way to this. It would build buy in for the project and build awareness, and come January 2020 we may have maximum participation.

Dr. John Groesbeck states that he agrees with this in concept, but how this would work as far as the contribution shares and how an inter-local agreement may have to be made. It would take some work.

Chairman Schwebach states that the county can be the central point and then the county can facilitate the remainder so that Mesalands is dealing with just one individual. This is something that he and the other Commissioners are very interested in and this will be discussed at a future meeting once all of the details get worked out. **DISCUSSION ONLY, NO ACTION TAKEN**

A.) MANAGER: PUBLIC HEARING for Infrastructure Capital Improvement Plan (ICIP)

Chairman Schwebach states that we will now reconvene and enter the public hearing.

Cindi Sullivan states that she does not need to explain the reasons as to why you can't house dogs and cats in the same area. The state board keeps changing rules and implementing new standards. One issue is that facilities do not have enough room to house the large amounts of puppies and kittens they receive during the summer months. They are going to start implementing that cats and dogs must be housed separately.

At the old place where they were housed they had a volunteer come in and put a wall between the cats and dogs, it didn't help with noise, but they did the best with what they had. They moved to the building at dispatch and again there was no room to house cats. The cats are housed in a small break room at the shelter that is no longer being used as a break room.. There

are a lot of wires in that room, but they can be torn out because in will affect other wiring in the building.

The shelter put in two cat tiers in that small break room, but also a refrigerator and microwave are in there for the employee's lunches. There is also a sink in there that doesn't work. The plumbing in the building froze up years ago and flooded the building before they moved in and never repaired. One requirement is that there needs to be running water where the cats are housed.

When the foyer project began, the shelter lost the entire front wall. She had two desks there for the animal control officers, but with the missing wall she had to move them into the break room. The cats were moved to another area. Ms. Sullivan explains the cat tiers. They can only house 2 cats or a mama cat with kittens that can't climb. They get lots of calls to get cats and end up taking them from other entities.

Ms. Sullivan states that they have an isolation area for dogs that come in that are sick, and the cats are currently in that area. There is no room to put these cats. They currently have 2 cats. She is requesting for a simple room to house the cats that has running water and an isolation area, and cooling and heating.

Chairman Schwebach asks Ms. Sullivan how many cats she will be able to house with this proposed plan. Is the \$64,000.00 for 4 cats or 40 cats?

Cindi Sullivan states that she doesn't know where this figure came from. They had a contractor come in to look at doing some work on the back kennels and may have given a number at that time, but she has not gotten quotes for this.

Ms. Sullivan states that they want to build on the property where the radio station is located. The first hurdle would be the purchase the land. This is the only place where they can build the room. They have been working on this project for many years to be able to move forward.

Nick Sedillo is requesting that security fencing be built at the Sheriff's Department, mainly in the back area when they are bringing in the inmates for court. There is no security and that could lead to a potential escape. Another concern is the dispatch center. Mr. Sedillo is looking into Homeland Security for the dispatch center, sheriff, fire admin, and the county building. Mr. Sedillo shows PowerPoint slides of the proposed fencing. (PowerPoint hereto attached)

Wayne Johnson states that they would also like to include a secure area for the judges. They have had some issues in the past.

Nick Sedillo states that the security fencing for the judge has always been on the radar but it always seems to get pushed to the back. The request did include security fencing for the judges, but if you are familiar with the area, and where the fencing would be located, it would block the driveway to the health clinic and you cannot deny them access. The location for the fencing would have to be worked out so that way access to the clinic stays open.

Wayne Johnson states that there is opportunity there to provide 2 sections. There would be 2 gates. Come in one gate and it closes behind them and the exit through another gate. We need to look at increasing the budget a little and work on getting security for the judges.

Nick Sedillo states that he received quote several years ago for a 6 ft. simple fence for the county offices to have a secured area for the county fleet, and it came in at about \$10,000.00. He raised it to \$58,000.00 to allow for mechanical operations and a keypad.

Commissioner McCall asks about the area where the pond is at and where the property line is at, and if a road can be placed there to access the areas.

Nick Sedillo states that there is a retention pond in the area to the north of the building, and when the Planning & Zoning Director returns he will get with him to find out exactly where the property line is.

There is also a problem with the dispatch center and where the fence should be placed. There was a gas meter that was moved because it was in the way and Ms. Sullivan is currently working on getting the telephone riser put in another location. Security fencing will be a challenge.

Mr. Sedillo states that the Animal Shelter has been a band aid since day one. He does not understand why we have not built a new Animal Shelter Complex.

Cindi Sullivan states that she wanted this spot because it was easier for people to find them, it wasn't the perfect place it was the perfect location. There is no parking nor space, and an ADA ramp is required and that will take up some of the parking space.

Nick Sedillo states that this has been on the list for a very long time and the number he put on the request is just an estimate.

Mr. Sedillo states that the next request is for improvements for the county fairground. This year there was a lot of problems that needed to be fixed. There was a list of 17 items that needed repairs and they knocked out the most important ones.

Marci Wallin states that Nick covered some of the issues that needed taken care of. One that was not mentioned was an electrical pole that was knocked out by lightening. That was the first thing that needed to be fixed in order to be able to run the fair, and it went on from there. Ms. Wallin explains some of the other repairs that are needed at the fairgrounds.

There is a barn that is so hot no one is able to stay in it. We house coyote furs and 4-Wheelers in there because it is too hot for anything else. It needs insulation, coolers, and doors. There is just a multitude of rundown buildings.

Nick Sedillo states that another eyesore is need for County Admin building repairs. Mr. Sedillo states that he received a work order from the extension office to install 4 new electrical outlets in that office. The electrician was here for 4 hours trying to get them installed. They are working with the road department and have worked with 2 contractors to come out and give us

a quote on repairing the parking lot. That is the biggest obstacle, getting contractors to come out to give us quotes. They don't want to drive out here from Albuquerque if the job isn't going to be worth it.

Going back to the electrical issue, we keep adding outlets and you have so many items connected to the outlets, it is amazing that the building doesn't explode when the switches are turned back on.

The heating and cooling in this building is failing as well. They have had contractors come out to look at the system and they will not do any repairs. They will put a Band-Aid on it, but they will not guarantee the work.

Mr. Sedillo states that new county Government offices was discussed back on September 30th, 2009. Former County Commission Venessa Chavez Gutierrez worked hard during her tenure to try and get this process started. The county was able to purchase a 20 acre parcel east of Alan Ayers road. It was a great catch because all the infrastructure is there, water, electricity, gas, and internet. We have the property just no building. We got an architect on board, donated his time and talked to all the departments and let us know how many square feet we would need, and it came to about \$300.00 per square foot. If you combine that price with the current building square footage, we are looking at about \$7,000,000.00 for a new building. Mr. Sedillo states that we would keep this building and use it as storage.

Chairman Schwebach asks if we might be able to look at a smaller building, since this building is offices and storage. Did the committee ever discuss that option?

Nick Sedillo states that the committee died out and nothing was ever discussed again.

Wayne Johnson states that we are bursting at the seams as it is with this building. The idea that we can stay with the same size building would be in error. We may want to say we use it as part administration and the other as storage, but if we go with a whole new building, there would be no reason for us to continue to using this one. There can also be problems in building a brand new building. There is a county building in another county that is still not being used because the building is not finished. The cost was way more than what they originally requested. We need to be careful with the money & planning we put towards this so that it lasts for a very long time after it's built.

Nick Sedillo states that when they spoke with the departments they were very conservative with their needs for each office. They didn't get crazy they kept it simple and stuck with just what they needed. They did all ask for storage space because the retention for records these days is astronomical. This request has been on the ICIP since 2009. We did acquire the land and also were able to accommodate room so that the road department could be placed there as well.

Cheryl Allen states that the next request is for Solar Panels at the Emergency Services building. This would supply power at dispatch, and if there was ever a power outage they would be able to continue full operations. This could potentially serve as a primary system but would mainly be an alternate source should they lose power.

Ms. Allen states that this completes the regular requests. The next portion is for any additional projects. If there is anyone that has requests they can do so at this time.

Linda Jaramillo states that she met with a gentleman from Cott Systems, a records management and restoration company. Ms. Jaramillo states that she did have a presenter but he had to leave because he had other appointments. He did leave Ms. Jaramillo with some figures on what it would take to preserve the history of Torrance County. The records that are in the vault are from 1910 forward. From about June 1910 and back there are no records because the court house burned down destroying all those records. Ms. Jaramillo and this gentleman were going through the books in the vault, and she currently has 12 books that are in very bad shape. There are 6 books that she would like to repair before she leave office. She may be able to restore 3 with her budget.

Each book would have to leave the county for 2 weeks. They will be re-binding the books, put all of the pages in sleeves to protect them, and then they will digitize the images so that there is a backup should anything happen. It is about \$1,500 to restore one book. We have 6 books that need to be restored and it would cost approximately \$9,000.00 to restore them. There are other books that would only need a partial restoration and those books would cost \$500.00 each.

Ms. Jaramillo is requesting that this be placed on the ICIP list. There are 94 books that need restoration. Some aren't as bad as others, but the ones that are falling apart really do need repairs. It would cost about 41,000.00 to \$50,000.00 to do a complete restoration of the books.

Ms. Jaramillo apologizes to the Commission for not having a presentation and not discussing this with Ms. Allen. She is busy with elections and didn't have the time to create a presentation.

Wayne Johnson asks Ms. Jaramillo to give the cost on this again.

Linda Jaramillo states that she has 6 books that will require a full restoration at \$1,500.00 per book for a total of \$9,000.00 (this price may change depending on the severity of the book and how long the repair may take), and 6 of the books only require a partial restoration at \$500.00 per book for a total of \$3,000.00. The other 94 books would be a total cost of about \$41,000.00-\$50,000.00.

Commissioner Sanchez states that he received a request from the Torreon Domestic Water Association. This for \$175,000.00 and they are requesting that the county act as fiscal agent. They are also interested in being their own fiscal agent. They are researching to see what their status of a definition of an entity is. They requested that the project be put on the county's ICIP list in lieu of the fact they anticipate the need for a fiscal agent for the project.

The request is for 5 projects. They want to drill new well that would pump 50 gallons per minute, a bathroom upgrade at the building and an upgrade to the HVAC, renovations to the commercial kitchen, and a re-stucco of the building.

The drilling of the ne well would be about \$50,000.00 of the request. This is the top priority for them

Wayne Johnson states that these types of projects, that are requesting the county be the fiscal agent, are the ones he is trying to stay away from. If they are requesting fiscal agency, he would like to bring it to the Commission in resolution form to become the fiscal agent. This does have a fiscal impact on the county. He is trying to avoid EMWT type projects on the ICIP and projects that involve other entities that the county will not own or operate in the long run. It will lead to some confusion. If they have an intent to own it then they should develop their own ICIP list.

Commissioner Sanchez states that is their intention, but because the well is of such urgency that there request is that it be considered to be placed on the county list. There may not be enough time to accomplish their end of things.

The project is very similar to the Duran issue. They are in an un-incorporated area of the county, they are our direct constituents, and they are folks that the county represents. Commissioner Sanchez would like for the Commission to consider the project. Whether or not the county would like to be the fiscal agent, is something that needs to be discussed prior to them being placed on the county's ICIP list. The project is a modest request from a financial stand point. This is something that the county could easily accomplish at the state legislature.

Commissioner Sanchez's next request is for the Estancia Valley Heritage Center Complex. He would like to request some measure of funding for that project. There are various questions that need answered in regards to this project. Commissioner Sanchez is very eager to proceed with the recommendation of the Commission to form a Committee. The Manager is diligently working on assigning someone from the county to participate on this. He is not aware of where we will be in January but his intention is to be somewhere. Commissioner Sanchez is requesting the entire amount of \$3.13 million. Regardless of where we are at this amount can be adjusted.

If we are able to get this funded as well as the fairgrounds we can get a lot done. The fairgrounds is something we tried to push last year but could not get the funds, we received funds for planning, but these funds were vetoed. His intension is to provide the fairgrounds request with a level of documentation that would increase the likelihood of its funding this time around. By extension this project could benefit as well.

Wayne Johnson stats that he has been approaching this from the standpoint of rolling the infrastructure and the needs of the fair into the heritage center project. He may be wrong in doing so, but it seems like a common sense way to move forward with this. If we are going to build a \$3 million dollar structure on the fairgrounds or anywhere, you need substantial infrastructure to be in place. The fairgrounds need substantial infrastructure. We need to deal with the land issue, and this is currently being worked on. There is no way to separate one form the other. How do we move forward with two competing boards? There is no good way to go about this. It would be ideal to leverage the existing fairboard. One thing on the agenda is to restructure the fairboard, they have asked for part of this, we have an MOU that was not necessary. They were created by the Commission, we basically have an MOU with ourselves. There is work that needs to be done on the fairboard.

Mr. Johnson would prefer, in his opinion, proceeding in making a fairboard that would help us accomplish the task of the committee.

Chairman Schwebach states that he is hearing, instead of having a fairboard, we should have a management committee and also operates the fairboard, is that correct?

Wayne Johnson replies, no, he is not trying to get rid of the fairboard. He is trying to utilize the fairboard to coordinate the efforts of the infrastructure need of the fairboard to the desire to build the heritage center and multi-purpose building on the fairgrounds. That can be a part of the mission of the fair and utilizing existing board members and volunteers instead of building a whole new committee. The reason he brings up the restructuring of the fairboard is because they may be able to involve some additional people for the committee that were singled out from being on the fairboard. However we go forward we will have to be dealing with the fairboard, but the Commission can do what they want. In his opinion it would be cleaner and smarter to have a unified voice instead of competing committees on the same property.

Commissioner Sanchez states that the issue could be linked but not mutually dependent. The fairgrounds are 1/3 of the issue. This is a 3 tier approach for the complex. The fairgrounds is just a piece and not a requirement. The cost he presented is just the museum piece. We would still be looking at the fairgrounds as a separate project. The \$3.16 million doesn't overlap with fairground improvements. That is the reason for 2 different requests, you cannot put the two together. There is no relationship to be able to link them. It is better to lobby for it now and not get the money than to just put it on the back burner. Commissioner Sanchez gives some examples on why we need to act and take advantage of this now as the opportunity may not be present in the future. There are people that are showing interest in this and have the declarations of support. He is not asking the county to spend money on this, he is asking for the state to fund it.

Chairman Schwebach states that he doesn't agree 100% with this. The heritage museum is a great idea. Let's say this is the perfect environment for this and they approve it. Let's put \$100,000.00 in planning or \$50,000.00. What is it really going to cost the county? 3 years down the road we discover we don't get the business, we don't get the private donors to maintain the building, and it becomes a drain on a brand new building that the state tax payers paid for, and it's draining the county and we can't afford it. How much money do we spend upfront for planning and design, when the real questions is can we afford to do this and should we to maintain it.

Commissioner Sanchez states that the idea is to spend \$30,000.00 on a conceptual document and the planning and design and architectural aspect would all be worked into the \$3.16 million.

Chairman Schwebach states that he is not against this, but looking at this meeting, the county was decided a dam that is now going to cost the taxpayers \$50,000.00 to fix. He has to look at everything. Going back to the committee to bring this up from the players, Mountainair, Moriarty, Willard, and Torrance County, his concept with those players is that there is enough need from it from those entities, that they have someone that would answer to those councils that would be part of a planning party. Has that committee been formed?

Wayne Johnson states that a committee has not been formed.

Commissioner Sanchez states that the letters of support say it all. They are willing to commit to participation and assign a person to the committee.

Chairman Sanchez states that the letters do not say it all. A person here at the Commission meeting and willing to devote time and thinking of long term planning says it all. He is not against it but is hesitant in jumping into a project this large.

Wayne Johnson states that we should approach this as a feasibility study as opposed to forming a committee to go down a road that we are not sure it is feasible. The reason he wanted to tie it in with the fair is because we have an economic driver, it brings people to the fair grounds. There are events scheduled there throughout the year. If we make improvements to that there is a possibility of bringing in more people for other events. There would be additional revenue that comes in. We have a structure for running the fair. If you go down the road for the Heritage Center you will end up competing with the fair. If it is going to be built on the fairgrounds then it needs to be part of the strategic plan of the fair. It is not right to say that we are going to plant this building on your property, there is limited space there as it is, even with the acquisition of the additional property.

Commissioner Sanchez states that no one has said the heritage center is going to be put on that property.

Commissioner McCall states that we need to very clearly split it. He is hearing its going into the fair. He agrees that there does not need to be 2 boards conflicting each other. If you want to build the museum then it needs to be separate from the fair.

Commissioner Sanchez states that is may or may not be placed there. What he is wanting to do is maximize the opportunity for funding from the state. They are looking at projects that will bring money into the county. Including this on the ICIP list even if it's dead last there is no way we can lose money on this.

Chairman Schwebach agrees with this and we can put it on the ICIP list but it needs to be listed separately from the fair. He is not aware of the plans for the fair as we don't even own the property yet or the plans for this project. Logically it could work together or it may not.

Wayne Johnson states that part of reason the fair project was shut down last year was because Representative McQueen was worried about the lack of a plan and the county did not own the property. They gave us the planning money.

Commissioner Sanchez states that it is incorrect. He can proceed, but that statement is incorrect.

Wayne Johnson states that Commissioner Sanchez's understanding may be different from his. He is speaking from his conversations with Representative McQueen. If Commissioner Sanchez had a different understanding he will accept that, but those were the issues they had in not fund the \$1,000,000.00. If there were different ones he will take that. The conversations

that he had may be different than what Commissioner Sanchez had. Mr. Johnson has a different roll in dealing with the legislature than the Commissioners do. The fact of the matter is that he is worried that he has a \$3 million dollar project competing with a \$1 million dollar project and neither get funded. The one that we have in place is in dire need.

Commissioner Sanchez states that he agrees in one point with Mr. Johnson. What he was told that stopped the funding was that there was no deed to the property. The ownership of the fairgrounds property was in question. The legislature's issue was that they were under the impression there was no owner, so why would they fund a project that no one owned.

Commissioner McCall was approached personally by a Senator and Representative and asked if we had a master plan. Where are you headed with this project? They shut us down right then and there, if you don't have a plan we can't give you money.

John Butrick states that from his prospective he is looking at the liability of the Mescalero Dam, the county building bursting at the seams, and animal control not having any room. He is looking at the county facing a potential lawsuit. He is looking at things from a liability standpoint. You have the potential of losing money instead of gaining money.

His concern is with having two projects competing against each other and you might get funding and you might not. He is not aware of the outcome but doesn't like the idea of doing that.

Cheryl Allen asks if there are any other projects that need to be added to the list that we have not already talked about. If not we are at the point where we need to rank the projects for the list.

There is more discussion on the heritage complex and the fairgrounds between the Commissioners. They need a feasibility study to see what how it will work. They are wanting to see people come in to speak about their support not just write a letter, and show that they are willing to commit to the heritage center project for 4-5 years.

Belinda Garland would like to talk about the logistics of the ICIP projects. The state will send out questionnaires and one of the main questions that is asked, is if the project is shovel ready. If it is not shovel ready the project will get denied.

Mescalero is one example. We know that we are not in compliance. We need the engineer study and the environmental study. The plan is set out and this is how we are going to do it. Then we will mitigate the dam, this project is ready. With the Heritage Complex we don't have anything ready. Is it feasible that Torrance County can maintain it, and will it bring in any income? That's what they mean by shovel ready, can you start the project immediately.

Commissioner McCall states that there are a lot of projects that we don't need to spend \$30,000.00 for a study that are already ready to go.

Belinda Garland states that this ICIP list has to be in Santa Fe by September 3rd, so at the next Commission you will need to adopt the resolution. You will need to rank these today and we can have the ranking and resolution ready for approval at the next meeting.

Wayne Johnson suggests that each Commissioner can come up with their own lists, and if some items overlap those will be placed on the list.

Belinda Garland states that they need to have time to prepare the list and the resolution. This needs to be submitted by September 3rd.

There is lots of discussion back and forth on how they should proceed with ranking the projects.

Chairman Schwebach would like to go back to the request for the Sheriff's vehicle request. He asks if we have only had capital appropriations for vehicles the past 2 to 3 years. He also understands that they are looking into other avenues to help pay for vehicles.

Belinda Garland states that we were awarded \$90,000 at this last session and last year we did not get any money. In the year's prior, we were awarded \$21,000.00 for one vehicle and were in danger of losing it because it hadn't been used, but when she came in as manager they were able to get the money spent.

Ms. Garland states that they are looking into a USDA grant to help get extra funding and that will help stretch the \$90,000.00.

Cheryl Allen states that things could change when the census is complete, but as of right now Torrance County is only able to receive 15% of funding from the USDA. They are currently working on a package totaling \$30,000.00 for an ambulance and 2 Tahoe's and 2 transportation vans.

Chairman Schwebach states that he would like to remove the solar panels from this list. They purchased a generator for the center so there is no need to purchase solar panels. He would also like to remove EMWT from the list and let them submit their own ICIP request.

The Commission would also like to remove the fencing on marc road, there is also a request to remove the estancia loop from the list.

There is discussion on the Duran water system, it's not something that has to be done right now but it is something the commissioners need to be aware of. The Torreon water system was brought up as well, and Chairman Schwebach doesn't think this is something the county should be responsible for. It can stay on the list but these need to be looked in more depth

The senior centers are all separate, but whichever one gets awarded the money will be awarded to Torrance County. There is more discussion on how to rank the projects and where to place them on the list. Duran has been on the list for a few years and it keeps getting pushed down. There is more discussion on how this should be approached. There is no mechanism to deal with the water issues but there are other avenues that can be looked into dealing with the water

issues and not spending capital outlay money. There are lots of questions that need to be answered.

Commissioner Sanchez suggests that each Commissioner Pick 3 items and then let the manager's office chose 1 item. Each Commissioner will pick what they want and then go from there.

Wayne Johnson states that we can rank them today and get the list and the resolution ready for approval at the next meeting. If there is a last minute change we can make it at the meeting before it gets approved.

Chairman Schwebach gives his ICIP request which are the Torrance County Fair, the steel roller for the Road Department, and the fencing at dispatch.

Commissioner McCall lists his ICIP requests which are the Road Department storage/shop, a new County Admin Building, and McNabb Road.

Commissioner Sanchez requests for the ICIP are the Heritage Center Complex, Riley Road, and the Torreon Domestic Water Association.

Belinda Garland states that the requests for the Manager's office are for the 320 acre land purchase and the records restoration in the Clerk's office.

Michael Godey states that Riley Road would be a good choice for the list as well. The road is a good escape route if something is going on in an emergency situation.

Tracy Sedillo states that the problem with the records restoration is that they are not house in a climate controlled environment. Even after they are restored they aren't properly stored. The records will deteriorate. There is a lot of dust in the vault and possibly spiders in living in them. The records in her office date back to 1930. You can scan the records, but it doesn't preserve the history of Torrance County. Ms. Sedillo has records from the old Citizen State Bank, land sale books, and letters from the 1950's from the Department of the Interior that are on original White House letterhead. None of these records are being preserved properly.

Linda Jaramillo states that the books in her office are used every day in her office by people that are looking up their land history or genealogy. The records may not be stored properly but this restoration will help the records from further damage.

There is discussion on the property requests for the Road Department and whether or not they want to use the 25 acre parcel the county already owns or start the process to get information on the 320 acre parcel.

Nick Sedillo states that the plan originally was to build a road shop and storage on the 25 acre parcel the county purchased back in 2009. That would then allow the current road department area to be vacated and the Sheriff's Department could utilize the area. The plan was to build a new shop, create storage, and have the sheriff's department use the road yard.

The final list is as follows:

- 1.) Torrance County Fair
- 2.) Road Department shop/storage
- 3.) New County Admin Building
- 4.) EMS Vehicles
- 5.) Riley Road
- 6.) McNabb Road
- 7.) Steel Roller for the Road Department
- 8.) Sheriff's 4x4 Vehicles
- 9.) Security fencing at all location
- 10.) Heritage Center Complex
- 11.) Torreon Domestic Water Association
- 12.) Records Restoration in the Clerk's Office
- 13.) Duran Water System Improvements

NO ACTION TAKEN. DISCUSSION ONLY

The public hearing is no complete.

B.) MANAGER: Update on the Appropriation funds for Punta de Agua

Wayne Johnson states that he did meet with Danny Quintana, Director, with the Local Government Division with DFA about 2 weeks ago regarding Punta de Agua. Mr. Johnson, Belinda Garland, the county attorney, Commissioner Sanchez, and citizens of Punta de Agua had a meeting in regards to this. The community is not in a position where they can receive public funds. It is not their idea for the county to own property in the middle of the land grant. They are getting all of their paperwork together and coming into compliance. Once they have that all completed they will then manage the project. The reversionary language DFA confirmed that they will not fund a project that would revert the land back to private ownership.

Mr. Johnson states that he is going to propose that there be a policy in place for these types of projects that require the county to be the fiscal agent. They would need to come before the Commission for approval before being taken to the legislature for the ICIP list. This has a significant financial impact to the county. The county has to front the money and then get reimbursed from the state. Having a policy in place will help the county on being careful on their use of funds.

Commissioner Sanchez would like to thank those for taking time and attending that meeting in Santa Fe. **DISCUSSION ONLY, NO ACTION TAKEN**

D.) TREASURER: Board of Directors Update

Tracy Sedillo states that she attended the NM Counties Board of Directors meeting on August 2nd in Artesia. One thing that was discussed was that the Multiline & Workman's Comp boards have now been combined into 1 board. We will now have just one representative to that board

and have an alternate. The suggestion was to have the multiline board member appointed to that board when it comes up, because they have done a lot of ground work and want to avoid bringing the new member up to speed. It is a suggestion only not a requirement.

The Writ of Mandamus over the Constitutionality of extending elected officials terms will be held on September 13th, 2019. John Butrick will be attending that hearing.

NM Counties has done some restructuring to their policies committees and they will be appointing new members to those boards and Ms. Sedillo has requested to be appointed to the tax & rev committee and the county governance committee.

John Butrick states that there is going to be an oral argument and then it will be in the hands of the Supreme Court.

Tracy Sedillo states that Joy Esparza was recently appointed as the new Deputy Executive Director, it is a new position, and she is the first one to hold this position.

There is also some census funding that is available to Torrance County. The amount allocated is \$24,219.53. It is not automatic, it has to be requested, and then the county has to opt in to receive the money.

Lastly, the gathering of the counties will be September 12th, 2019 at the state fair grounds. Torrance County will have a booth at the fair and if anyone as any suggestion as to what they want to have at the booth they can give them to Ms. Sedillo. **NO ACTION TAKEN, DISCUSSION ONLY**

E.) PLANNING & ZONING: P & Z Board recommendation-“Vacation of Val Verde Estates Subdivision”

Donald Goen states that at the August 7th, 2019 P & Z meeting it was presented to vacate the Val Verde Estates Subdivision. The board gave a do pass recommendation to the County Commission and it was announced at that time that the public hearing will be held on August 28th, 2019 Commission meeting. The letters were sent out to adjacent property owners and the applicant. The newspaper ads were placed, one ran August 9th and the other will be published on August 23rd. **DISCUSSION ONLY, NO ACTION TAKEN**

14.) EXECUTIVE SESSION

There was no executive session.

15.) Announcement of the next Board of County Commissioners Meeting

Chairman Schwebach states that the next Board of County Commissioners Meeting will be held August 28, 2019 at 9:00 am.

***ADJOURN**

Chairman Schwebach asks for a motion to adjourn the August 14th, 2019 Commission Meeting. **ACTION TAKEN: Chairman Schwebach** makes a motion to adjourn the August 14th, 2019 Commission Meeting. **Commissioner McCall** seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

MEETING ADJOURNED AT 1:59 PM

Chairman Ryan Schwebach

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.



*Agenda Item
No. 9-A*

Date: 8/22/19 15:12:52 (CHEC61)

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

TOTAL CHECKS PRINTED 91

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPR ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 102,933.39 ON ACCOUNT OF OBLIGATIONS CURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 08/21/2019 . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE 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

Kevin McCall

Javier Sanchez

Ryan Schwebach

Linda Jaramillo

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

Tracy L. Sedillo

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
568	FEDEX FREIGHT	RETURN FREIGHT CHARGE BY FEDEX	413-91-2248	181219	08/12/2019		140.00
0.00		FREIGHT ON 2ND DELIVERY ATTEMPT					
019		SEE DELIVERY RECEIPT INVOICE#					
		4961783654					
=====							
E ALLOTMENT	140.00						
=====							
569	ALBUQUERQUE IMAGE PRODUCTS	CONTRACT OVERAGE CHARGE FOR THE	413-91-2271	6181419	08/14/2019		488.62
8.62		07/01/2019 TO 07/31/2019 OVERAGE					
019		PERIOD TAX INVOICE#IN34588					
		ACCT#TC04					
=====							
E ALLOTMENT	488.62						
=====							
570	ALBUQUERQUE TENTS LLC	40'X80' CANOPY	412-53-2299	6481419	08/14/2019	33974	1273.50
4.62		60'X140' CANOPY	412-53-2299	/	/	33974	4158.00
019		SIDEWELL, 8' X20' SOLID	412-53-2299	/	/	33974	558.00
		GLOBE LIGHT (40 FT. SECTION)	412-53-2299	/	/	33974	1575.00
		DELIVERY CHARGE	412-53-2299	/	/	33974	212.38
		SALES TAX	412-53-2299	/	/	33974	527.74
		NOTE 10% DISCOUNT IS PROVIDED				33974	
		BY ABQ TENTS OF \$840.50				33974	
		ACCT#10818					
=====							
IR	8304.62						
=====							
571	ALERT-ALL CORPORATION	OPEN HOUSE DELUX PACK	411-92-2248	7481419	08/14/2019	34100	1100.00
0.00		JET BLACK METALLIC FIRE HATS	411-92-2248	/	/	34100	400.00
019		PIXIE PINK METALLIC FIRE HATS	411-92-2248	/	/	34100	400.00
		ESTIMATED SHIPPING				34100	
		FOR FIREFIGHTER PUBLIC RELATIONS				34100	
		INVOICE#219070390					
		ACCT#MC 8703212					
=====							
EXCISE TAX	1900.00						
=====							
572	ALLEN MICHAELA	PUBLICATIONS FOR FAIR	412-53-2221	14181419	08/15/2019	34078	168.00
3.00		INVOICE#1616					
019							
=====							
CR	168.00						
=====							
573	ANIMAL HUMANE ASSOCIATION OF	NEW MEXICO HUMANE CONFERENCE	401-82-2266	8281419	08/14/2019	34074	120.00
0.00		REGISTRATION FEE				34074	
019		INVOICE#19005-NMHC					
=====							
VICES	120.00						
=====							
574	ARTESIA FIRE EQUIPMENT INC	AM-240 - AMEREX 2.5 GALLON WATER	413-91-2248	7581419	08/14/2019	34199	525.00
0.00		TYPE FIRE EXTINGUISHER				34199	
019		INVOICE#68836					
=====							
ALLOTMENT	525.00						
=====							
75	AT & T MOBILITY LLC	SHERIFF CELL PHONES	401-50-2207	13381419	08/15/2019		1328.24
.95		COMMISSION CELL PHONES	401-05-2207	/	/		107.54
19		LAWYER CELL PHONE	401-56-2207	/	/		48.38
		OPS CELL PHONE	401-56-2207	/	/		

CPO CELL PHONE
EMERGENCY CELL PHONES

401-10-2207
604-83-2207

/ /
/ /

56.09
119.10

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
		FIRE CELL PHONES	413-91-2207		/ /		472.82
		ROAD CELL PHONES	402-60-2207		/ /		1030.97
		MAINTENANCE CELL PHONES	401-65-2207		/ /		96.76
		HR CELL PHONE	401-10-2207		/ /		48.38
		CLERK CELL PHONE	401-20-2207		/ /		48.38
		P&Z CELL PHONE STEVE	401-08-2207		/ /		48.38
		P&Z CELL PHONE DAN	685-08-2207		/ /		48.38
		ANIMAL SERVICES CELL PHONE	401-82-2207		/ /		193.52
		911 DISPATCH CELL PHONES	911-80-2207		/ /		354.69
		COMMUNITY MONITOR CELL PHONES	420-73-2207		/ /		48.38
		DWI CELL PHONES	605-03-2207		/ /		48.38
		TCPO CELL PHONES	690-09-2207		/ /		209.29
		TREASURER CELL PHONES	401-30-2207		/ /		187.63
		MANAGER CELL PHONES	401-10-2207		/ /		110.88
		ASSESSOR CELL PHONES	610-40-2207		/ /		107.54
		FINANCE CELL PHONE	401-55-2207		/ /		57.44
		ACCT#287289563904/287289566455					
		FIRE ADMIN HOT SPOT	413-91-2207	13481419	08/15/2019		131.69
		ACCT#287272915609					
		INVOICE#287272915609X07282019					
		COUNTY COMMISSION	107.54				48.38
		COUNTY MANAGER	215.35				119.10
		COUNTY ROAD DEPARTMENT	1030.97				48.38
		COUNTY CLERK					354.69
		ANIMAL SERVICES	193.52				209.29
		DWI DISTRIBUTION GRANT	48.38				57.44
		MONITORING	48.38				
		ASURER	187.63				
		COUNTY ASSESSOR	107.54				
		FINANCE DEPARTMENT					
		ATLAS BUSINESS SOLUTIONS, INC. SCHEDULE ANYWHERE (ANNUAL SERVICE)	911-80-2228	14381419	08/15/2019	33991	600.00
		INVOICE#INV303395 ACCT#TOR020				33991	
		TRAVEL TO RUIDOSO NM	401-30-2205	8981419	08/14/2019		296.00
		NM COUNTIES TREASURERS CONFERENCE					
		OVERNIGHT STAY FOR 3 JUDGES DURING 2019 COUNTY FAIR	412-53-2271	581419	08/14/2019	34054	202.82
		SCOTTY WRIGHT/AARON PREATOR				34054	
		RELOCATE GAS METER	401-82-2271	8081419	08/14/2019	34077	400.00
		INVOICE#2034					
		COUNTY FAIR INDOOR PLAQUES	412-53-2235	14081419	08/15/2019	34187	445.17
		BRAZIL ART STUDIO					
		PLUMBING & HEATING					
		BOB'S PLUMBING & HEATING					
		BEST WESTERN					
		ASURER	296.00				
		CONFERENCE					
		CH CENTER	600.00				
		BARELA, JANICE					
		VICES	400.00				
		BRAZIL ART STUDIO					
		PLUMBING & HEATING					
		BOB'S PLUMBING & HEATING					
		BEST WESTERN					
		ASURER	296.00				
		CONFERENCE					
		CH CENTER	600.00				
		BARELA, JANICE					
		VICES	400.00				
		BRAZIL ART STUDIO					
		PLUMBING & HEATING					
		BOB'S PLUMBING & HEATING					
		BEST WESTERN					
		ASURER	296.00				
		CONFERENCE					
		CH CENTER	600.00				
		BARELA, JANICE					
		VICES	400.00				
		BRAZIL ART STUDIO					
		PLUMBING & HEATING					
		BOB'S PLUMBING & HEATING					
		BEST WESTERN					
		ASURER	296.00				
		CONFERENCE					
		CH CENTER	600.00				
		BARELA, JANICE					
		VICES	400.00				
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		BOB'S PLUMBING & HEATING					
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		CONFERENCE					
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		VICES	400.00				
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		BOB'S PLUMBING & HEATING					
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		VICES	400.00				
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		BOB'S PLUMBING & HEATING					
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		VICES	400.00				
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		PLUMBING & HEATING					
		BOB'S PLUMBING & HEATING					
		BEST WESTERN					
		ASURER	296.00				
		CONFERENCE					
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		BARELA, JANICE					
		VICES	400.00				
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		BOB'S PLUMBING & HEATING					
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		ASURER	296.00				
		CONFERENCE					
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		CONFERENCE					
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		VICES	400.00				
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		BOB'S PLUMBING & HEATING					
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		VICES	400.00				
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		BOB'S PLUMBING & HEATING					
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		ASURER	296.00				
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		VICES	400.00				
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		BOB'S PLUMBING & HEATING					
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		ASURER	296.00				
		CONFERENCE					
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		VICES	400.00				
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		ASURER	296.00				
		CONFERENCE					
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		ASURER	296.00				
		CONFERENCE					
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		BRAZIL ART STUDIO					
		PLUMBING & HEATING					
		BOB'S PLUMBING & HEATING					
		BEST WESTERN					
		ASURER	296.00				
		CONFERENCE					
		CH CENTER	600.00				
		BARELA, JANICE					
		VICES	400.00				
		BRAZIL ART STUDIO					
		PLUMBING & HEATING					
		BOB'S PLUMBING & HEATING					
		BEST WESTERN					
		ASURER	296.00				
		CONFERENCE					
		CH CENTER	600.00				</

581
6.17

BUTRICK, JOHN M.

CHAIR ASSEMBLY FEE REIMBURSEMENT 401-65-2219

10781419 08/14/2019

16.17

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
019							
082	& MAINTENAN 16.17						
082	CINTAS CORPORATION NO. 2	CINTAS FIRST AID RE-STOCK FOR	410-50-2222	12781419	08/15/2019	33987	233.33
080		FY20				33987	
019		INVOICE#8404251193					
		FIRST AID KIT REFILL AND	600-06-2248	12881419	08/15/2019	33989	446.12
		SERVICE				33989	
		COUNTY ADMIN OFFICES				33989	
		INVOICE#8404251193					
		ACCT#30009096					
		CINTAS FIRST AID RE-STOCK FOR	410-50-2222	12981419	08/15/2019	33987	233.33
		INVOICE#8404176418					
		EYE WASH STATION SERVICE	600-06-2248	13081419	08/15/2019	33813	207.99
		SERVICE CHARGE SD AQUAPRSERV					
		CONCENTRATE INVOICE TAX					
		INVOICE#8404261582 ACCT#30009096					
		FIRE ADMIN BUILDING	413-91-2248	13181419	08/15/2019	34164	230.95
		FIRST AID KIT REFILL SERVICE				34164	
		INVOICE#8404251193					
		ACCT#30009096					
		FIRST AID KIT	402-60-2248	13881419	08/15/2019	34043	68.08
		INVOICE#8404251193					
		ACCT#30009096					
		RISK MANAGEMENT	654.11				
		STATE FIRE ALLOTMENT	230.95				
		IN-HOUSE REPAIR SERVICE	612-20-2218	3881419	08/14/2019	34196	80.90
		INVOICE#175193					
		SUPPLIES FOR FAIR CONTESTANTS	412-53-2235	8781419	08/14/2019	34186	200.00
		SUPPLIES FOR FAIR	412-53-2235		/	34186	241.52
		TCFB PLAQUES			/	34186	
		ACCT#124					
		CUSTODIAL SERVICES DURING 2019	412-53-2237	12181419	08/15/2019	34047	600.00
		TORRANCE COUNTY FAIR				34047	
		8/3/19 - 8/10/19				34047	
		DESERT SHADE TINT AND SHADES LINDOW TINTING OF NEW Foyer	401-82-2215	9381419	08/14/2019	34004	840.00
		TAX	401-82-2215		/	34004	66.15
		JUDGING SERVICE FOR FAIR		5181419	/	34083	300.00
		DAIRY/PYGMY GOATS	412-53-2271		/	34083	54.18
		STATE MILEAGE RATE	412-53-2271		/	34083	
		ROUND TRIP MILES					

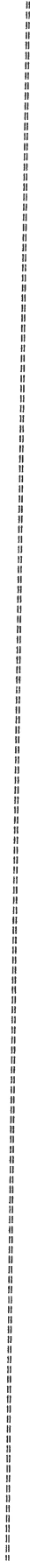
DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
588	ACOSTA, ERNESTO	CLEAN UP AND WEED REMOVAL	401-16-2238	13681419	08/15/2019	34159	4522.43
2.43		AROUND JUDICIAL COMPLEX				34159	
019		DISTRICT ATTORNEY SPACE AND SHERIFF'S OFFICE SPACE				34159	
=====							
COMPLEX MAINT	4522.43						
=====							
589	DT AUTOMOTIVE	ROTOR	401-50-2201	881419	08/14/2019	34163	120.00
0.00		BRAKES	401-50-2201		/ /	34163	40.00
019		LABOR	401-50-2201		/ /	34163	50.00
		OIL CHANGE	401-50-2201		/ /	34163	60.00
		CABIN FILTER	401-50-2201		/ /	34163	45.00
		GARCIA TAHOE					
		INVOICE#TCSO34163					
		OIL CHANGE F150	401-08-2201	6081419	08/14/2019	34156	75.00
		INVOICE#8/1/2019					
=====							
3RIF	315.00	PLANNING & ZONING	75.00				
=====							
590	DUCHARME, ARTHUR	08/07/19 PLANNING AND ZONING	401-08-2205	6681419	08/14/2019		61.00
1.00		BOARD MEETING					
019							
=====							
ZONING	61.00						
=====							
591	ELLEN EQUIPMENT LLC	DOOR WINDOW FOR 580 SUPER K	402-60-2244	13581419	08/15/2019	34088	146.71
5.71		INVOICE#12719048 GP					
019		ACCT#TCRD					
=====							
AD DEPARTMENT	146.71						
=====							
592	EMW GAS ASSOCIATION	MONTHLY CHARGES AUGUST 2019	405-91-2209	3381419	08/14/2019		30.96
1.62		DIST 5 VFD GALLOWAY AVE					
019		ACCT#71-6230-000					
		44 CARL CANNON DIST 5 VFD	405-91-2209		/ /		32.49
		ACCT #71-4510-000					
		DIST 3 VFD ACCT#60-5390-000	408-91-2209		/ /		.10
		DIST 3 VFD ACCT#60-9250-000	408-91-2209		/ /		24.00
		MONTHLY CHARGES AUGUST 2019	406-91-2209	3481419	08/14/2019		29.14
		DIST 2 VFD ACCT#70-3680-000					
		FIRE ADMIN ACCT #10-6140-001	413-91-2209		/ /		35.82
		ANIMAL SHELTER/60-0580-010	401-82-2209		/ /		24.00
		JUDICIAL/10-6000-000	401-16-2209		/ /		89.26
		COURTHOUSE/10-1850-000	401-15-2209		/ /		315.80
		HEALTH DEPT/10-1990-010	401-24-2209		/ /		59.30
		ROAD DEPT 11TH ST/10-5690-000	402-61-2209		/ /		28.03
		MONTHLY CHARGES AUGUST 2019	402-61-2209	3581419	08/14/2019		28.03
		10TH ST ROAD DEPT/10-1860-000					
		VOTING MACHINE STORAGE	612-20-2308		/ /		24.36
		ACCT#10-6380-000					
		DIST 6 VFD/30-0500-000	418-91-2209		/ /		27.57
		ESTANCIA SENIOR CENTER	401-36-2209		/ /		59.41
		ACCT #10-5870-010					
		MORIARTY SENIOR CENTER	401-37-2209		/ /		77.90
		ACCT#20-2330-010					
		TEGE/TEME	412-53-2209	7981419	08/14/2019		24.45
		ACCT#10-4090-000					

E ALLOTMENT 180.08 ANIMAL SERVICES 24.00 JUDICIAL COMPLEX MAINT 89.26

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
TIVE OFFICES	315.80	HEALTH DEPT BLDG MAINT	59.30	COUNTY ROAD SHOP	56.06		
RK	24.36	ESTANCIA SENIOR CENTER	59.41	MORIARTY SENIOR CENTER	77.90		
R	24.45						
=====							
93	ESTANCIA, TOWN OF	FIRE ADMIN/1380	413-91-2210	4281419	08/14/2019		120.09
.41		ROAD/1108	402-61-2210	/	/		184.28
19		FAIR BOARD/750	412-53-2210	/	/		313.27
		SENIOR CENTER/249	401-27-2210	/	/		115.79
		JUDICIAL COMPLEX/40	401-16-2210	/	/		317.01
		PUBLIC HEALTH OFFICE/373	401-24-2210	/	/		94.62
		FAIR BOARD/291	412-53-2210	/	/		45.61
		ROAD/1112	402-61-2210	4381419	08/14/2019		189.74
=====							
ALLOTMENT	120.09	COUNTY ROAD SHOP	374.02	COUNTY FAIR	358.88		
R SENIOR CEN	115.79	JUDICIAL COMPLEX MAINT	317.01	HEALTH DEPT BLDG MAINT	94.62		
=====							
94	EWSA	30-JUL-19 TORRANCE COUNTY	419-05-2292	14681419	08/15/2019		11733.60
.60		TIPPING FEES					
19		INVOICE#2508 ACCT#7.2097E+11					
=====							
MISSION	11733.60						
=====							
95	FIRST VETERINARY SUPPLY	BOXES 5 WAY VACCINATIONS	401-82-2215	8381419	08/14/2019	34174	349.35
.99		BOXES BORDETELLA VACCINATIONS	401-82-2215	/	/	34174	382.50
19		BOXES FVRCP VACCINATIONS	401-82-2215	/	/	34174	197.94
		BOXES OF MEDIUM NITRILE GLOVES	401-82-2223	/	/	34174	35.52
		BOXES LARGE NITRILE GLOVES	401-82-2223	/	/	34174	23.68
		PUMPS FOR RESCUE BUCKETS	401-82-2223	/	/	34174	43.00
		INVOICE#YL1580/1581					
		ACCT#GW384					
=====							
VICES	1031.99						
=====							
96	FROST, JIM	08/07/19 PLANNING AND ZONING	401-08-2205	6981419	08/14/2019		61.00
.00		BOARD MEETING					
19							
=====							
ZONING	61.00						
=====							
97	GARDNER, LISA MICHELLE	TRAVEL TO RUIDOSO NM	401-30-2205	181419	08/14/2019		296.00
.00		NM COUNTIES TREASURERS					
19		CONFERENCE					
=====							
ASURER	296.00						
=====							
98	GRAHAM, RON	08/07/19 PLANNING AND ZONING	401-08-2205	6781419	08/14/2019		61.00
.00		BOARD MEETING					
19							
=====							
ZONING	61.00						
=====							
99	GRAINGER, INC.	NO PARKING FIRE LANE	600-06-2248	9881419	08/14/2019	34033	44.46
72		VISITOR PARKING	600-06-2248	/	/	34033	63.30
.9		STAFF PARKING	600-06-2248	/	/	34033	40.36
		NOTICE AUTHORIZED PERSONNEL ONLY	600-06-2248	/	/	34033	11.60
		SIGNS FOR JUDICIAL COMPLEX				34033	
		ACCT#818809576					

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DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
500	GUSTIN HARDWARE INC.	ELECTRICAL, PLUMBING, ROOFING & HARDWARE SUPPLIES FOR BUILDING MAINTENANCE	401-15-2215	7281419	08/14/2019	34016	713.91
5.51		JULY 2019				34016	
019		ACCT#125				34016	
		SUPPLIES FOR CLEAN UP REPAIR OF FAIR BUILDINGS	412-53-2215	8681419	08/14/2019	34044	383.05
		ACCT#124				34044	
		PAPER TOWELS, SCREWS, BOLTS, BATTERIES, SHOP SUPPLIES, PIP, ELECTRIC SUPPLIES, PLUMBING SUPPLIES, PAINT, AND CLEANING SUPPLIES	402-61-2250	14781419	08/15/2019	34223	309.55
		INVOICE#7-31-19 STATEMENT DATE				34223	
		ACCT#126				34223	
		UTIVE OFFICES	383.05 COUNTY ROAD SHOP				309.55
		01 HARRAL, BRADI	SECRETARY SERVICES FOR 2019	11981419	08/15/2019	34051	600.00
		019	COUNTY FAIR WEEK			34051	
		R	600.00				
		02 HERNANDEZ, KATHYRN	TRAVEL TO ALBUQUERQUE NM	381419	08/14/2019		44.48
		.48	FINANCE CLASSES				
		19					
		PARTMENT	44.48				
		03 HOMESTEAD WATER CO.	WATER BILL AUGUST 2019	4581419	08/14/2019		22.18
		.18					
		19					
		ALLOTMENT	22.18				
		04 HONSTEIN OIL CO.	FUEL EMERGENCY MANAGER	7681419	08/14/2019		268.84
		.67	INVOICE#ZZ2257				
		19	ACCT#TCMEMER				
			FUEL CHARGES THRU 6/30/19	8481419	08/14/2019		32.17
			UNIT A04				
			VEHICLE FUEL ANIMAL SERVICES	9481419	08/14/2019		165.28
			INVOICE#60 ACCT#2445/TCANISHEL				
			FUEL CHARGES OPERATIONS MANAGER	10081419	08/14/2019		35.70
			UNIT T24				
			INVOICE#ZZ2259 ACCT#TCMANA				
			FUEL INVOICE#ZZ2253	10281419	08/14/2019		51.26
			OIL, FILTERS, TANKS, PINS, CAPS.	10481419	08/14/2019	34201	58.42
			INVOICE#343447 ACCT#TCROAD			34201	
		IONS/EMS TAX	268.84 COUNTY ASSESSOR				
		& MAINTENAN	35.70 RURAL ADDRESSING				
			51.26 COUNTY ROAD DEPARTMENT				165.28
							58.42
		05 IMMENSE IMPACT, LLC.	ANNUAL WEB SITE FEE	5281419	08/14/2019		357.50
		50	INVOICE#19-0805EDM				
		.9					



MCGILL, CHARLES

M. GOATS/LAMBS
STATE MILEAGE RATE

412-53-2271
412-53-2271

13781419 08/15/2019
/ /

34084
34084

300.00
451.50

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
19		OVERNIGHT HOTEL STAY FOR JUDGE PER CONTRACT AGREEMENT	412-53-2271	/ /	/ /	34084 34084	102.35
R	853.85						
15	MITCHELL BRYAN	CLASSIFIER SERVICE FOR FAIR	412-53-2271	10381419	/ /	34080	300.00
.89		STATE MILEAGE RATE	412-53-2271	/ /	/ /	34080	138.89
19		ROUND TRIP MILES				34080	
R	438.89						
16	MORRIS, RON	JUDGING SERVICE FOR FAIR	412-53-2271	7781419	/ /	34082	300.00
.78		HORSE	412-53-2271	/ /	/ /	34082	62.78
19		STATE MILEAGE RATE	412-53-2271	/ /	/ /	34082	
		ROUND TRIP MILES					
R	362.78						
17	MOUNTAIN CREST ENTERTAINMENT	DISC JOCKEY SERVICES	605-03-2271	5481419	08/14/2019	34177	400.00
.00		2ND ANNUAL MORTIARTY COMIC CON				34177	
19		BALL				34177	
		INVOICE#3					
UTION GRANT	400.00						
18	MOUNTAIN STATES CONSTRUCTORS	INCOLD MIX	402-60-2253	11581419	08/14/2019	34155	14400.00
.00		CHIP SEAL PATCH				34155	
19		TAX	402-60-2253	/ /	/ /	34155	1107.00
		INVOICE #393 ACCT#TCRD					
DEPARTMENT	15507.00						
19	MOUNTAINAIR, TOWN OF	MONTHLY CHARGES	401-24-2210	4681419	08/14/2019		101.46
.82		HEALTH DEPT	401-24-2209	/ /	/ /		92.36
19		ACCT #1716					
BLDGD MAINT	193.82						
0	MUELLER INC.	MATERIAL FOR REPAIRS OF FAIRGROUNDS	412-53-2215	12381419	08/15/2019	34185 34185	721.76
.9		INVOICE#5619022 ACCT#5281754					
	721.76						
NEW MEXICO MORTUARY SERVICE		INDIGENT BURIAL CASE#2019-	414-19-2294	781419	08/14/2019		600.00
00		NMMS-1892 INVOICE#19-1892					
.9							
SS RECEIPTS	600.00						
2	NMAAO	NMAAO DUES AFFILIATE ASSESSORS	610-40-2266	8581419	08/14/2019		100.00
00							
.9							
SSOR	100.00						
3	NM SHERIFFS ASSOCIATION	ANNUAL CONFERENCE DEPARTMENT					

TRACEY MASTER

33973

NO TAX
INVOICE#69951

33655

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
R	3905.30						
30	PARRAZ, GILBERT	DJ SERVICES FOR OLD TIMER'S DAY	412-53-2271	5881419	08/14/2019	34013	400.00
19		DANCE 7/27/2019				34013	
		DJ SERVICES FOR COUNTY FAIR				34013	
		DANCE 8/9/2019				34013	
		INVOICE#3152					
		DJ SERVICES FOR COUNTY FAIR	412-53-2271	12081419	08/15/2019		400.00
		DANCE					
		RE PO:34013					
R	800.00						
31	PAUL SUMMERS	VENDOR TRUCK FOR OTD RODEO	412-53-2299	481419	08/14/2019	34139	200.00
19							
R	200.00						
32	PERPETUAL TEARS MEMORIAL INC	PRESENTATION BY THE TALL COP	804-89-2271	3681419	08/14/2019		3000.00
19		INVOICE #2019-003					
ITON	3000.00						
33	PLATEAU WIRELESS	BUSINESS BLAZE LARGE ENTERPRISE	401-65-2213	4481419	08/14/2019		1674.80
19		IT ACCT#3061934					
& MAINTENAN	1674.80						
34	POSITIVE PROMOTIONS	MC18; WATCH PEDOMETER (BK) THANKS	600-06-2248	5081419	08/14/2019	34075	673.50
19		SHIPPING AND HANDLING	600-06-2248			34075	70.72
		INVOICE#06349544					
		ACCT#00317450-06					
EMENT	744.22						
35	PREATOR, AARON	JUDGING SERVICE FOR FAIR		11781419		34086	
19		STEERS/HEIFERS	412-53-2271			34086	300.00
		STATE MILEAGE RATE	412-53-2271			34086	237.36
		ROUND TRIP MILES				34086	
1	537.36						
16	PRESBYTERIAN MEDICAL SERVICES	MFHC RPHCA CONTRACT-JULY 2019	616-17-2272	12281419	08/15/2019		5512.00
00		FOR JUNE 1-30,2019 INVOICE#52019					
9							
1	FY19						5512.00
7	PRESBYTERIAN MEDICAL SERVICES	CLEANING EXPENSES FOR COUNTY	631-57-2271	5781419	08/14/2019		833.33
33		SENIOR CITIZEN CENTER-SERVICES					
9		FOR JULY 2019 INVOICE#13-JUL-19					
ZEN'S PROGR	833.33						

538
3.77

PRUDENTIAL OVERALL SUPPLY

MATS, MOPS, UNIFORMS, FOR ADMIN
MATS AND MOPS JUDICIAL

401-15-2203
401-16-2203

9981419 08/14/2019
/ /

378.36
263.30

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
19	TIVE OFFICES 457.19	JUDICIAL COMPLEX MAINT 315.96	COUNTY ROAD DEPARTMENT 1300.62				
39	QWEST CORPORATION	MONTHLY CHARGES AUGUST 2019	413-91-2207	1081419	08/14/2019		247.17
.13		FAX CHARGES FIRE ADMIN					
19		ACCT#5053843165110B	401-16-2207	1181419	08/14/2019		56.91
		MONTHLY CHARGES AUGUST 2019	405-91-2207	1281419	08/14/2019		234.48
		FAX CHARGES JUDICIAL					
		ACCT #5053843237905B	420-70-2207	1381419	08/14/2019		273.59
		MONTHLY CHARGES AUGUST 2019	408-91-2207	1481419	08/14/2019		146.78
		DIST 5 VFD ACCT#5058324068906B	413-91-2207	1581419	08/14/2019		207.10
		MONTHLY CHARGES AUGUST 2019	911-80-2207	1681419	08/14/2019		530.82
		JAIL FUND ACCT#5058320012749M	409-91-2207	1781419	08/14/2019		160.87
		MONTHLY CHARGES AUGUST 2019	408-91-2207	1881419	08/14/2019		154.91
		ACCT #5053842810154B	413-91-2207	1981419	08/14/2019		81.63
		MONTHLY CHARGES AUGUST 2019	406-91-2207	2081419	08/14/2019		203.39
		FIRE ADMIN ACCT#5053841067935B	401-82-2207	2181419	08/14/2019		198.11
		MONTHLY CHARGES AUGUST 2019	401-30-2207	2281419	08/14/2019		57.86
		DISPATCH ACCT#5053849631581B	401-20-2207	2381419	08/14/2019		57.86
		MONTHLY CHARGES AUGUST 2019	401-40-2207	2481419	08/14/2019		57.86
		MONTHLY CHARGES AUGUST 2019	401-27-2207	2581419	08/14/2019		42.32
		DIST 4 VFD ACCT#5053842353044B	401-10-2207	2681419	08/14/2019		193.01
		MONTHLY CHARGES AUGUST 2019	418-91-2207	2781419	08/14/2019		232.50
		DIST 3 VFD ACCT#5058324911598B	401-36-2207	2881419	08/14/2019		196.87
		MONTHLY CHARGES AUGUST 2019	405-91-2207	2981419	08/14/2019		85.05
		FIRE ADMIN ACCT#5058329606538B	405-91-2207	3081419	08/14/2019		55.99
		MONTHLY CHARGES AUGUST 2019	401-37-2207	3181419	08/14/2019		147.15
		MONTHLY CHARGES AUGUST 2019					
		DIST 2 VFD ACCT#5058324040899B					
		MONTHLY CHARGES AUGUST 2019					
		ANIMAL SERVICES ACCT#5053845117					
		227B					
		MONTHLY CHARGES AUGUST 2019					
		TREASURER ACCT#5053844381889B					
		MONTHLY CHARGES AUGUST 2019					
		CLERK ACCT#50538440800353B					
		MONTHLY CHARGES AUGUST 2019					
		ASSESSOR ACCT#5053844362899B					
		MONTHLY CHARGES AUGUST 2019					
		MTAIR SENIOR CENTER ACCT#					
		5058472885204B					
		MONTHLY CHARGES AUGUST 2019					
		MANAGER ACCT#5053845294082B					
		MONTHLY CHARGES AUGUST 2019					
		DIST 6 VFD ACCT#5053840048901B					
		MONTHLY CHARGES AUGUST 2019					
		ESTANCIA SENIOR CENTER					
		ACCT #5053845010995B					
		MONTHLY CHARGES AUGUST 2019					
		DIST 5 VFD ACCT#5058320000494B					
		MONTHLY CHARGES AUGUST 2019					
		DIST 5 VFD ACCT#5058325104623B					
		MONTHLY CHARGES AUGUST 2019					
		MORLARTY SENIOR CENTER					
		ACCT#5058324425163B					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
FAX LINE SHERIFF/5053844277037B 401-50-2207								
STATE FIRE ALLOTMENT	1809.87	JUDICIAL COMPLEX MAINT	56.91	ADULT INMATE CARE	273.59			
911-DISPATCH CENTER	530.82	ANIMAL SERVICES	198.11	COUNTY TREASURER	57.86			
COUNTY CLERK	57.86	COUNTY ASSESSOR	57.86	MOUNTAINAIR SENIOR CEN	42.32			
COUNTY MANAGER	193.01	ESTANCA SENIOR CENTER	196.87	MORIARTY SENIOR CENTER	147.15			
COUNTY ROAD DEPARTMENT	98.85	COUNTY SHERIFF	29.05					
01 O 108640	REMEY, WARREN T							
360.00		HAVAC MAINTENANCE SEPT 2019		911-80-2203	14481419	08/15/2019		360.00
08/15/2019		DISPATCH						
911-DISPATCH CENTER	360.00							
01 O 108641	RICH FOOD SALES							
129.96		OIL CHANGE & INSPECTION (SCAPE)		401-30-2201	10981419	08/14/2019		65.27
08/15/2019		OIL CHANGE & INSPECTION (TAHOR)		401-30-2201	/	/		34214
		ACCT#316263						64.69
COUNTY TREASURER	129.96							
01 O 108642	RICOH USA, INC							
902.69		MP3354SP C86130949		401-30-2203	11081419	08/14/2019		222.78
08/15/2019		5/23/19-6/22/19 ACCT#						
		80569-0127265UC						
		PREVIOUS BALANCE RENEWAL, STATE		401-08-2203	13981419	08/15/2019		679.91
		TAX, CITY TAX, COUNTY TAX						
		INVOICE#102431547						
		ACCT#80569-1027265US1						
COUNTY TREASURER	222.78	PLANNING & ZONING	679.91					
01 O 108643	ROMERO AUTO							
10.00		TIRE REPAIR ON SERVICE TRUCK		401-15-2201	10181419	08/14/2019		34108
08/15/2019		INVOICE#8063-26						10.00
ADMINISTRATIVE OFFICES	10.00							
01 O 108644	ROMERO, JOANNA							
20.96		TRAVEL TO ALBUQUERQUE NM		401-55-2205	12581419	08/15/2019		10.48
08/15/2019		CNM MONTTOYA CAMPUS FINANCE CLASS						
		TRAVEL TO ALBUQUERQUE NM CNM		401-55-2205	12681419	08/15/2019		10.48
		CNM MONTTOYA CAMPUS NM EDGE						
		FINANCE CLASSES						
FINANCE DEPARTMENT	20.96							
01 O 108645	SAFETY FLARE INC.							
1477.41		ANNUAL FIRE EXTINGUISHER		401-65-2271	9581419	08/14/2019		1477.41
08/15/2019		INSPECTION: ADMIN, JUDICIAL						
		/SHERIFF, DISPATCH, ANIMAL						
		SERVICES.						
		NM STATE PRICING AGREEMENT						
		INVOICE#112233 ACCT#TOR						
OPERATIONS & MAINTENAN	1477.41							
01 O 108646	SAMBA HOLDINGS, INC.							
299.78		DRIVERS LICENSE MONITORING		401-10-2271	11281419	08/14/2019		34066
08/15/2019		7/01/2019 TO 7/31/2019						
		INVOICE#INV00212549 ACCT#3632						299.78
COUNTY MANAGER	299.78							

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			INVOICE#47090					
			BELTS, OIL, OIL FILTERS, CAPS,	402-60-2201	11681419	08/15/2019	34041	225.08
			NUTS, BOLTS, FLUID, WIPERS,	402-60-2244	/ /	/ /	34041	233.08
			TOWELS, AND SHOP SUPPLIES.				34041	
			ACCT#1187					
ADMINISTRATIVE OFFICES	114.60	911-DISPATCH CENTER	45.54	COUNTY ROAD DEPARTMENT	458.16			
01 O 108655		TRIADIC INC.						
4378.20		TRIADIC RECEIPT PRINTER		609-30-2218	11181419	08/14/2019	33970	100.00
08/15/2019		INSTALLATION					33970	
		TAX		609-30-2218	/ /	/ /	33970	8.25
		INVOICE#1707739 ACCT#1425						
		MAINTENANCE CONTRACT TAX		401-65-2213	11381419	08/14/2019		4269.95
		INVOICE#12:45.9 ACCT#1425						
COUNTY TREASURER	108.25	OPERATIONS & MAINTENAN	4269.95					
01 O 108656		WASTE MANAGEMENT OF NM INC.						
118.63		MONTHLY WASTE DISPOSAL SERVICE		401-82-2210	8181419	08/14/2019		118.63
08/15/2019		INVOICE#8661811-0573-9						
		ACCT#9-35442-03003						
ANIMAL SERVICES	118.63							
01 O 108657		WILLARD, VILLAGE OF						
55.26		MONTHLY CHARGES 6/24/19 TO		418-91-2210	4781419	08/14/2019		55.26
08/15/2019		7/31/19 WATER/SEWER						
STATE FIRE ALLOTMENT	55.26							
01 O 108658		DE LAGE LANDEN FINANCIAL SERVICE/INAL PAYMENT						
904.58		ACCT#25551981		401-50-2218	181519	08/15/2019		904.58
08/15/2019								
COUNTY SHERIFF	904.58							
91	102933.39	/ /	TOTAL	4594.96				VOIDS

** GRAND TOTAL **		102,933.39	.00
** TOTAL	GENERAL FUND	21,845.10	.00
** DEPT	COUNTY COMMISSION	107.54	.00
401-05-2207	TELECOMMUNICATIONS	107.54	.00
** DEPT	PLANNING & ZONING	1,108.29	.00
401-08-2201	MAINTENANCE & REPAIRS - VEHICLES	75.00	.00
401-08-2203	CONTRACTS - EQUIPMENT MAINT	679.91	.00
401-08-2205	TRAVEL - EMPLOYEES	305.00	.00
401-08-2207	TELECOMMUNICATIONS	48.38	.00
** DEPT	COUNTY MANAGER	729.34	.00
401-10-2207	TELECOMMUNICATIONS	408.36	.00
401-10-2221	PRINTING/PUBLISHING/ADVERTISING	21.20	.00
401-10-2271	CONTRACT - OTHER SERVICES	299.78	.00
** DEPT	ADMINISTRATIVE OFFICES MAINTENAN	1,611.50	.00
401-15-2201	MAINTENANCE & REPAIRS - VEHICLES	10.00	.00
401-15-2203	CONTRACTS - EQUIPMENT MAINT	457.19	.00
401-15-2209	UTILITIES - NATURAL GAS/PROPANE	315.80	.00
401-15-2215	MAINTENANCE & REPAIRS-BUILD/STRU	828.51	.00
** DEPT	JUDICIAL COMPLEX MAINTENANCE	779.14	.00
401-16-2203	CONTRACTS - EQUIPMENT MAINT	315.96	.00
401-16-2207	TELECOMMUNICATIONS	56.91	.00
401-16-2209	UTILITIES - NATURAL GAS/PROPANE	89.26	.00
401-16-2210	UTILITIES - WATER	317.01	.00
** DEPT	COUNTY CLERK	106.24	.00
401-20-2207	TELECOMMUNICATIONS	106.24	.00
** DEPT	HEALTH DEPT BLDG MAINTENANCE	347.74	.00
401-24-2209	UTILITIES - NATURAL GAS/PROPANE	151.66	.00
401-24-2210	UTILITIES - WATER	196.08	.00
** DEPT	MOUNTAINAIR SENIOR CENTER MAINT	158.11	.00
401-27-2207	TELECOMMUNICATIONS	42.32	.00
401-27-2210	UTILITIES - WATER	115.79	.00
** DEPT	COUNTY TREASURER	1,760.08	.00
401-30-2201	MAINTENANCE & REPAIRS - VEHICLES	129.96	.00
401-30-2203	CONTRACTS - EQUIPMENT MAINT	222.78	.00
401-30-2205	TRAVEL - EMPLOYEES	888.00	.00
401-30-2207	TELECOMMUNICATIONS	245.49	.00
401-30-2219	SUPPLIES - GENERAL OFFICE	273.85	.00
** DEPT	ESTANCA SENIOR CENTER MAINT	256.28	.00
401-36-2207	TELECOMMUNICATIONS	196.87	.00
401-36-2209	UTILITIES - NATURAL GAS/PROPANE	59.41	.00
** DEPT	MORTARY SENIOR CENTER MAINT	225.05	.00
401-37-2207	TELECOMMUNICATIONS	147.15	.00
401-37-2209	UTILITIES - NATURAL GAS/PROPANE	77.90	.00
** DEPT	COUNTY ASSESSOR	57.86	.00
401-40-2207	TELECOMMUNICATIONS	57.86	.00

401-50-2201 MAINTENANCE & REPAIRS - VEHICLES 315.00 .00
 401-50-2207 TELECOMMUNICATIONS 1,357.29 .00
 401-50-2218 MAINTENANCE & REPAIR-FURN/FIX/EQ 904.58 .00
 401-50-2219 SUPPLIES - GENERAL OFFICE 850.80 .00

**DEPT 401-55-2205 FINANCE DEPARTMENT 170.40 .00
 401-55-2207 TRAVEL - EMPLOYEES 112.96 .00
 TELECOMMUNICATIONS 57.44 .00

**DEPT 401-56-2207 ATTORNEY 48.38 .00
 TELECOMMUNICATIONS 48.38 .00

**DEPT 401-65-2202 OPERATIONS & MAINTENANCE 7,793.80 .00
 401-65-2207 SUPPLIES - VEHICLE FUEL 35.70 .00
 TELECOMMUNICATIONS 319.77 .00
 401-65-2213 CONTRACT - IT SERVICES 5,944.75 .00
 401-65-2219 SUPPLIES - GENERAL OFFICE 16.17 .00
 401-65-2271 CONTRACT - OTHER SERVICES 1,477.41 .00

**DEPT 401-82-2202 ANIMAL SERVICES 3,157.68 .00
 401-82-2207 SUPPLIES - VEHICLE FUEL 165.28 .00
 TELECOMMUNICATIONS 391.63 .00
 401-82-2209 UTILITIES - NATURAL GAS/PROPANE 24.00 .00
 401-82-2210 UTILITIES - WATER 118.63 .00
 401-82-2215 MAINTENANCE & REPAIRS-BUILD/STRU 1,835.94 .00
 401-82-2223 SUPPLIES - KENNEL 102.20 .00
 401-82-2266 EMPLOYEE TRAINING 120.00 .00
 401-82-2271 CONTRACT - OTHER SERVICES 400.00 .00

**TOTAL ROAD FUND 19,408.44 .00

**DEPT 402-60-2201 COUNTY ROAD DEPARTMENT 18,668.81 .00
 MAINTENANCE & REPAIRS - VEHICLES 283.50 .00
 TELECOMMUNICATIONS 1,129.82 .00
 402-60-2207 SUPPLIES - UNIFORMS 1,300.62 .00
 402-60-2244 MAINTENANCE & REPAIRS-MACHINERY 379.79 .00
 402-60-2248 SUPPLIES - SAFETY 68.08 .00
 402-60-2253 MAINTENANCE & REPAIRS - ROADWAYS 15,507.00 .00

**DEPT 402-61-2209 COUNTY ROAD SHOP 739.63 .00
 402-61-2210 UTILITIES - NATURAL GAS/PROPANE 56.06 .00
 402-61-2250 UTILITIES - WATER 374.02 .00
 SUPPLIES - SHOP 309.55 .00

**TOTAL DISTRICT 5 VPD 3,267.57 .00

**DEPT 405-91-2201 STATE FIRE ALLOTMENT 3,267.57 .00
 405-91-2207 MAINTENANCE & REPAIRS - VEHICLES 764.03 .00
 TELECOMMUNICATIONS 456.67 .00
 405-91-2209 UTILITIES - NATURAL GAS/PROPANE 63.45 .00
 405-91-2210 UTILITIES - WATER 22.18 .00
 405-91-2248 SUPPLIES - SAFETY 1,961.24 .00

**TOTAL DISTRICT 2 VPD 308.68 .00

**DEPT 406-91-2207 STATE FIRE ALLOTMENT 308.68 .00
 TELECOMMUNICATIONS 279.54 .00
 406-91-2209 UTILITIES - NATURAL GAS/PROPANE 29.14 .00

STATE FINE ALLOWMENT

481.94

.00

	DEBITS	CREDITS
08-91-2207		
TELECOMMUNICATIONS	457.84	.00
UTILITIES - NATURAL GAS/PROPANE	24.10	.00
*TOTAL	242.02	.00
09-91-2207		
STATE FIRE ALLOTMENT	242.02	.00
TELECOMMUNICATIONS	242.02	.00
*TOTAL	1,548.04	.00
10-50-2222		
COUNTY SHERIFF	1,548.04	.00
SUPPLIES - FIELD	1,548.04	.00
*TOTAL	1,900.00	.00
11-92-2248		
1/4% FIRE EXCISE TAX	1,900.00	.00
SUPPLIES - SAFETY	1,900.00	.00
*TOTAL	22,641.58	.00
12-53-2209		
COUNTY FAIR	22,641.58	.00
UTILITIES - NATURAL GAS/PROPANE	24.45	.00
UTILITIES - WATER	358.88	.00
MAINTENANCE & REPAIRS-BUILD/STRU	1,104.81	.00
PRINTING/PUBLISHING/ADVERTISING	408.00	.00
SUPPLIES - AWARDS	886.69	.00
CONTRACTS - CLEANING SERVICE	600.00	.00
SUPPLIES - BUCKLES	3,905.30	.00
CONTRACT - OTHER SERVICES	6,848.83	.00
SERVICES - EVENT	8,504.62	.00
*TOTAL	2,717.04	.00
3-91-2207		
STATE FIRE ALLOTMENT	2,717.04	.00
TELECOMMUNICATIONS	1,176.56	.00
UTILITIES - NATURAL GAS/PROPANE	35.82	.00
UTILITIES - WATER	120.09	.00
SUPPLIES - SAFETY	895.95	.00
CONTRACT - OTHER SERVICES	488.62	.00
TOTAL	600.00	.00
DEPT		
4-19-2294		
2ND 1/8 GROSS RECEIPTS TAX	600.00	.00
INDIGENT BURIAL	600.00	.00
TOTAL	315.33	.00
8-91-2207		
STATE FIRE ALLOTMENT	315.33	.00
TELECOMMUNICATIONS	232.50	.00
UTILITIES - NATURAL GAS/PROPANE	27.57	.00
UTILITIES - WATER	55.26	.00
TOTAL	11,733.60	.00
DEPT		
9-05-2292		
COUNTY COMMISSION	11,733.60	.00
EVSWA TIPPING FEES	11,733.60	.00
TOTAL	321.97	.00

**DEPT
120-70-2207

ADULT INMATE CARE
TELECOMMUNICATIONS

273.59
273.59

.00
.00

DEBITS CREDITS

*DEPT	COMMUNITY MONITORING		
120-73-2207	TELECOMMUNICATIONS	48.38	.00
**TOTAL		48.38	.00
*DEPT	SAFETY PROGRAM		
100-06-2248	RISK MANAGEMENT	1,558.05	.00
**TOTAL		1,558.05	.00
*DEPT	CIVIL DEFENSE FUND		
104-83-2202	COMMUNICATIONS/EMS TAX	387.94	.00
104-83-2207	SUPPLIES - VEHICLE FUEL	268.84	.00
**TOTAL		119.10	.00
*DEPT	DWI PROGRAM FUND		
05-03-2207	DWI DISTRIBUTION GRANT FY20	608.38	.00
05-03-2266	TELECOMMUNICATIONS	48.38	.00
05-03-2271	EMPLOYEE TRAINING	160.00	.00
**TOTAL		400.00	.00
*DEPT	TREASURER'S FEE		
09-30-2218	COUNTY TREASURER	108.25	.00
**TOTAL		108.25	.00
*DEPT	PROPERTY VALUATION FUND		
10-40-2202	PROPERTY VALUATION FUND	239.71	.00
10-40-2207	COUNTY ASSESSOR	239.71	.00
10-40-2266	SUPPLIES - VEHICLE FUEL	32.17	.00
**TOTAL		107.54	.00
*DEPT	CLERK'S EQUIPMENT FUND		
12-20-2308	CLERK'S EQUIPMENT FUND	230.25	.00
**TOTAL		230.25	.00
*DEPT	COUNTY CLERK		
16-17-2272	CONTRACTS - EQUIPMENT MAINT	230.25	.00
**TOTAL		124.99	.00
*DEPT	RPHCA GRANT		
16-17-2272	CONTRACT - PROFESSIONAL SERVICES	80.90	.00
**TOTAL		24.36	.00
*DEPT	RPHCA GRANT		
31-57-2271	CONTRACT - PROFESSIONAL SERVICES	5,512.00	.00
**TOTAL		5,512.00	.00
*DEPT	SENIOR CITIZEN'S FUND		
50-71-2272	SENIOR CITIZEN'S PROGRAM	833.33	.00
**TOTAL		833.33	.00
*DEPT	ESTANCIA BASIN WATER STUDY		
50-71-2272	CONTRACT - PROFESSIONAL SERVICES	357.50	.00
**TOTAL		357.50	.00
*DEPT	WATER BOARD		
50-71-2272	CONTRACT - PROFESSIONAL SERVICES	357.50	.00
**TOTAL		357.50	.00
*DEPT	RURAL ADDRESSING		
50-71-2272	RURAL ADDRESSING	51.26	.00
**TOTAL		51.26	.00

575-07-2202 SUPPLIES - VEHICLE FUEL 51.26 .00

P&Z COURT FEES 48.38 .00
**TOTAL

DEBITS CREDITS

	DEBITS	CREDITS
**DEPT		
685-08-2207	48.38	.00
PLANNING & ZONING	48.38	.00
TELECOMMUNICATIONS		
**TOTAL	209.29	.00
DOMESTIC VIOLENCE GRANT		
**DEPT		
690-09-2207	209.29	.00
WIND PILT	209.29	.00
TELECOMMUNICATIONS		
**TOTAL	170.50	.00
DV VICTIM'S RESTITUTION		
**DEPT		
691-38-2283	170.50	.00
VICTIM RESTITUTION	170.50	.00
VICTIM SUPPORT		
**TOTAL	3,000.00	.00
DRUG EDUCATION PROGRAM		
**DEPT		
804-89-2271	3,000.00	.00
DRUG EDUCATION	3,000.00	.00
CONTRACT - OTHER SERVICES		
**TOTAL	2,287.24	.00
EMERGENCY-911 FUND		
**DEPT		
911-80-2201	2,287.24	.00
911-DISPATCH CENTER	2,287.24	.00
911-80-2203	45.54	.00
MAINTENANCE & REPAIRS - VEHICLES	45.54	.00
911-80-2207	360.00	.00
CONTRACTS - EQUIPMENT MAINT	360.00	.00
911-80-2215	1,033.58	.00
TELECOMMUNICATIONS	1,033.58	.00
911-80-2219	150.84	.00
MAINTENANCE & REPAIRS-BUILD/STRU	150.84	.00
911-80-2228	97.28	.00
SUPPLIES - GENERAL OFFICE	97.28	.00
SOFTWARE	600.00	.00
600.00		
BANK01		
US BANK	102,933.39	.00
** BANK TOTALS **	102,933.39	.00



*Agenda Item
No. 10*



*Agenda Item
No. 11-A*

1 **TORRANCE COUNTY**
2 **BOARD OF COUNTY COMMISSONERS**
3 **RESOLUTION NO. R 2019-_____**

4
5 **A RESOLUTION ADOPTING THE FY 2021-2025 INFRASCTURUCTE CAPITAL**
6 **IMPROVEMENT PLAN (ICIP)**

7
8 **WHEREAS**, the County of Torrance recognizes that the financing of public capital
9 projects has become a major concern in New Mexico nationally; and

10 **WHEREAS**, in times of scarce resources, it is necessary to find new financing
11 mechanisms and maximize the use of existing resources; and

12 **WHEREAS**, systematic capital improvements planning is an effective tool for
13 communities to define their development needs, establish priorities and pursue concrete actions
14 and strategies to achieve necessary project development; and

15 **WHEREAS**, this process contributes to local and regional efforts in project identification
16 and selection in short and long range capital planning efforts.

17 **NOW, THEREFORE BE IT RESOLVED** the Torrance County Board of
18 Commissioners that:

- 19 1. The county government has adopted the attached FY 2021-2025 Infrastructure Capital
20 Improvement Plan, and
21 2. It is intended that the Plan be a working document and is the first of many steps toward
22 improving rational, long-range capital planning and budgeting for New Mexico's
23 infrastructure.

24 **DONE THIS 28^h DAY OF AUGUST, 2019.**

25
26 **ATTEST:** **BOARD OF COUNTY COMMISSIONERS**

27
28 _____
29 Linda Jaramillo, County Clerk

30
31 Date: _____

Javier Sanchez, Vice Chair

Kevin McCall, Member

Infrastructure Capital Improvement Plan FY 2021-2025

Torrance County Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2021	2022	2023	2024	2025	Total Project Cost	Phases?
26827	2021	001	County Fair Ground Improvements	Facilities - Administrative Facilities	10,000	295,000	200,000	200,000	250,000	0	1,000,000	Y
20626	2021	002	New Road Department Yard/Shop	Facilities - Other		650,000	0	0	0	0	650,000	Y
20234	2021	003	New County Government Offices	Facilities - Administrative Facilities	135,800	125,000	10,250,000	0	0	0	10,510,800	Y
	2021	004	Riley Road	Transportation - Highways/Roads/Bridges		1,900,000	0	0	0	0	1,900,000	N
14072	2021	005	McNabb Road Improvements	Transportation - Highways/Roads/Bridges		1,000,000	0	0	0	0	1,000,000	N
26803	2021	006	Road Department Equipment	Equipment - Other		150,000	0	0	0	0	150,000	N
25657	2021	007	4x4 Sheriff Patrol Vehicles	Vehicles-Public Safety	90,000	103,802	103,802	103,802	103,802	103,802	519,010	Y
	2021	008	Security Fencing	Facilities - Other		60,000	60,000	50,000	50,000	0	220,000	Y
	2021	009	Heritage Center	Facilities-Cultural Facilities		50,000	100,000	3,200,000	0	0	3,350,000	Y
	2021	010	Torrance Community Renovation Project	Facilities-Water-Water Supply		175,000	0	0	0	0	175,000	N
	2021	011	Records Restoration and Storage	Other-Other		60,000	0	0	0	0	60,000	N
28448	2021	012	Duran Water System Improvements	Water - Water Supply		60,000	440,000	0	0	0	500,000	Y
26830	2022	001	Purchase and Equip Medical Response Vehicles	Equipment- Public Safety Equipment		0	225,000	0	0	0	225,000	N

County Fair

**FY 2021-2025 Infrastructure Capital Improvement Plan
ICIP Worksheets**



**Department of Finance & Administration
Local Government Division (DFA/LGD)**

FY 2021-2025 ICIP Worksheets

Project Profile For purposes of the ICIP, a project is any partially funded or unfunded capital improvement for which the entity plans to have funding in place during state fiscal years FY 2020-2024 (July 1, 2019 to June 30, 2024). **DO NOT INCLUDE ANY FULLY FUNDED PROJECTS or PLACEHOLDER PROJECTS.** This worksheet provides pages for only one FY 2020-2024 project. If you would like more blank worksheets for additional projects, please copy this form before you fill in the blanks. Information must be entered into the website. Do not submit these worksheets with the ICIP submission.

1. **Priority**-Please select **High**, Medium, or Low. (circle one)
2. **Rank:** 2021-001 (Enter the year the project will be completed. Then enter a rank. Example: 2021-1, means complete in year 2021 and project is rank number 1. Rank each of the projects you submit. If you submit 2 projects, one will be ranked 1, the other will be ranked 2.)
3. **Title:** Provide a short succinct title. Example: Gold Street Improvements. (50 maximum characters allowed)

County Fair Ground Improvements.

4. **Contact Information:** (Please provide contact information of individual who can provide detailed information on the project) Project Contact Name: Belinda Garland Phone: 505-221-2889 Email: bgarland@tcnm.us
5. **Proposed project start date:** November 2021
6. **Project Location: MANDATORY.**
(50 characters maximum) (Physical address or mid-point address if city/county wide project)
Address: 715 South Tenth St
City: Estancia State: NM Zip: 87016
7. **Latitude: 34.755519 Longitude: -106.06349**
(20 maximum characters allowed each) (Utilizing address listed in Project Location, go to <http://itouchmap.com/latlong.html> or <http://www.gps-coordinates.net/> for Latitude and Longitude.) List in decimal degrees. Example: Latitude 35.683263; Longitude -105-942546.
8. **Scope of Work:** (2000 maximum characters allowed) Provide a brief description of work to be completed. Must match budget categories. (i.e., complete Environmental Studies, plan, design, and construct). Do not include justification for the project, only specifics on the project itself and any funds that may have already been expended, and what is being requested in order to complete next phase or complete the project. If street/roads/hwy. project, include street name(s). **NOTE: The field below will expand as you enter text.**

Example – New Fire Station

Plan, design, and construct a new Fire Station. The building will be 10,000 sq. ft. pre-engineered metal building with a cultured stone/EIFS finish on exposed exterior areas, with two "40' X 80' apparatus bays. The project will be completed in three phases. Phase I will include the easements, cultural resource inventory, environmental assessment, the planning, design and the first half of the construction. The phase will take 12 months with some of the studies being completed concurrently. Phase II consists of the second half of the construction and will be completed in 12 months. Phase III will include the purchase of furnishings and equipment to include furnishings and equipment include tables, chairs, office desks and furniture, commercial kitchen appliances, cots, storage lockers and fire safety equipment. The project will be designed by a registered professional engineer and construction services procured through a sealed bid process.

Plan, design, construct, and equip improvements to County Fair Grounds in Estancia, NM so that we can meet the needs of the residents, as well as bring the facilities up to code and eliminate safety issues. Construction of new animal facilities (barns) and renovations to the current exhibition hall and concessions are priorities. Torrance County will collaborate with the Town of Estancia. Planning has been initiated. This funding can help complete this phase of the project. The Fair Grounds will be included as a special section within the Southern Torrance County Economic Development Plan. The economic development plan is under way with funding from the New Mexico Finance Authority. The section on the Fair will examine the vision, goals and use program of the fair. It will also provide an overview of vegetation, passive recreation, education, interpretation buildings and key facilities, parking, and circulation. Torrance County is negotiating purchase of Fair Grounds land from the Town of Estancia.

9. Secured & Potential Funding Budget

List any funding that has been obtained for the project or identify any potential funding sources you may know. Leave blank if you don't have any funds or don't know of any. Torrance County will help with formatting.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amount Expended to Date	Date(s) Received	Comment
NMFA	5,000	Yes	5,000	0	4/25/19	Included in economic development plan
CAP	1,000,000	No	0	0		
LGRANT		No	0	0		
Totals	\$0.00		\$0.00	\$0.00		

10. Project Budget.

PROJECT BUDGET

Project Budget – Complete the Budget below. Only include unfunded or unsecured funds under each project year. If all you have is an estimated total, just enter in the total row. Torrance County can help with details.

Category	Completed (Yes, No, N/A)	Funded to Date	2021	2022	2023	2024	2025	Total Project Cost
Water Rights	n/a							
Easements & ROW	n/a							
Acquisition	n/a							
Archeological Studies	n/a							
Environmental Studies	n/a							
Planning	No	5,000	10,000					15,000
Design (Engineer/Architect)	No		25,000					25,000
Construction	No		260,000	200,000	200,000	200,000		910,000
Furnishing/Equipment	No					50,000		50,000
TOTALS		5,000	295,000	200,000	200,000	250,000		1,000,000
Amount Not Yet Funded			295,000	200,000	200,000	250,000		990,000

11. PHASING BUDGET

Can this project be phased? Y N (If yes, please complete table below if project is Multi-Phased)

Phasing- Please select Stand Alone or Multi Phase

Stand Alone

- A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

Multi-Phased

- A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.
- If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases.
- In addition each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase Number	Amount	Plan	Design	Construct	Furnish/Equip	Other (Water Rights, ROW, Easements, Acquisition)	# Months to Complete
Phase 1	15,000	15,000					7
Phase 2	25,000		25,000				5
Phase 3	910,000			910,000			42
Phase 4	50,000				50,000		6
Phase 5							
Totals	1,000,000	15,000	25,000	910,000	50,000		60

12. Has your local government/agency budgeted for operating expenses for the project when it is completed?

- Y If Yes – please complete operating budget below.
 N If No – please explain. (150 maximum characters)

The operating budget is based off current budget to maintain fair grounds.

ANNUAL OPERATING BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Operating Expenses plus Debt Service	19,200	19,200	19,200	19,200	19,200
Annual Operating Revenues					

13. Does the project lower operating costs? Y N

If yes, explain and provide estimates of operating savings. (Include amount of savings.)

Emergency repairs will be reduced with new infrastructure. New facilities will be more energy efficient. Renovated facilities will also increase revenue for Fair operations.

14. Identify who will assume the following responsibilities related to this project
 (50 maximum characters for each.)

Fiscal Agent: Torrance County

Own: Torrance County and Town of Estancia

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Operate: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Land: Town of Estancia

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Asset: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Maintain: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

15. Additional questions specifically on project.

(1.) Life Span – How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?

Please select

- 1-9 years
- 10-15 years
- 16 years or more.

(2.) Has the project had public input and buy-in? Y N

(3.) Is the project necessary to address population or client growth, and if so will it provide services to that population or clientele? Y N

(4.) Regionalism - Does the project directly benefit an entity other than itself? If yes, please list the other entity. Y N

Town of Estancia

(5.) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Y N

Nick Sedillo, Operations Manager, will oversee planning, design, and construction. Wayne Johnson, County Manager, will provide final approvals. Noah Sedillo, Chief Purchasing Officer, will oversee procurement.

(6.) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Y N

County Fair Grounds are located within the boundaries of the Town of Estancia. Local businesses benefit from events held at the fairgrounds.

(7.) Does the project benefit all citizens within a recognized region, district or political subdivision? Y N Provide the number of people the project will benefit. The project will benefit all citizens of Torrance County (population 15,500).

(8.) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. (If mandatory, provide summary page of the Federal State or Judiciary Agency who issued the mandate, such as Declaration of Emergency, Administrative Order, Notice of Violation, or other.

No

**FY 2021-2025 Infrastructure Capital Improvement Plan
ICIP Worksheets**



**Department of Finance & Administration
Local Government Division (DFA/LGD)**

407 Galisteo, Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501

The ICIP database is available at <http://www.state.nm.us/capitalprojects/>

Project Profile For purposes of the ICIP, a project is any partially funded or unfunded capital improvement for which the entity plans to have funding in place during state fiscal years FY 2020-2024 (July 1, 2019 to June 30, 2024). **DO NOT INCLUDE ANY FULLY FUNDED PROJECTS or PLACEHOLDER PROJECTS.** This worksheet provides pages for only one FY 2020-2024 project. If you would like more blank worksheets for additional projects, please copy this form before you fill in the blanks. Information must be entered into the website. Do not submit these worksheets with the ICIP submission.

1. **Priority**-Please select High, Medium, or Low. (drop down list)
2. **Rank:** 2021-002 (The database will not allow you to list the same rank for multiple projects. The first 2021 top 5 projects listed may begin with preference if your entity is seeking State Capital Outlay funds or other state funding.)
3. **Title:** Provide a short succinct title. Example: Gold Street Improvements or WWTP Upgrades. Use sentence title structure - Senior Center Renovations. (50 maximum characters allowed)

New Road Department Yard / Shop

4. **Contact Information:** (Please provide contact information of individual who can provide detailed information on the project) Project Contact Name: Belinda Garland Phone 505-221-2889 Email bgarland@tcnm.us
5. **Total project cost:** _____ (Will auto populate when Project Budget is saved.)
6. **Proposed project start date:** August 2020
7. **Class:** (If your project is a new project you will choose the category – “New”. If you are upgrading or renovating an existing building, choose “Renovate/Repair; if you are relining lagoons or replacing waterline, choose Replacing Existing.) New ; Replacing Existing ; or Renovate/Repair
8. **Type:** (Choose one of the following categories. Note that several categories may fit your project; however, choose the BEST, most descriptive category. Each category includes buildings, vehicles, equipment, land acquisition, and other infrastructure. All categories apply to both state and local infrastructure unless otherwise indicated.)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Facilities | <input type="checkbox"/> Vehicles |
| <input type="checkbox"/> Transportation | <input type="checkbox"/> Equipment |
| <input type="checkbox"/> Water | <input type="checkbox"/> Other |

Subtype: Please select subtype that best fits project.

Facilities

- | | |
|---|---|
| <input type="checkbox"/> Administrative Facilities | <input type="checkbox"/> Health-Related Cap Infrastructure |
| <input type="checkbox"/> Arts (other than museums) | <input type="checkbox"/> Housing-Related Cap Infrastructure |
| <input type="checkbox"/> Convention Facilities | <input type="checkbox"/> Libraries |
| <input type="checkbox"/> Cultural Facilities | <input type="checkbox"/> Museums |
| <input type="checkbox"/> Daycare Facilities | <input type="checkbox"/> Senior Facilities |
| <input type="checkbox"/> Domestic Violence Facilities | <input checked="" type="checkbox"/> Other |
| <input type="checkbox"/> Fire Facilities | |

Transportation

- Airports
- Bike/Pedestrian/Equestrian
- Highways/Roads/Bridges
- Lighting
- Medians
- Rest Areas
- Transit
- Other

Water

- Storm/Surface Water Control
- Wastewater
- Water Rights
- Water Supply
- Other

Vehicles

- Public Safety Vehicle
- Senior Facility Vehicle
- Other

Equipment

- Public Safety Equipment
- Senior Center Equipment
- Other

Other

- Landfills
- Solid Waste
- Utilities (publicly owned)
- Other

9. Project Location: MANDATORY.

(50 characters maximum) (Physical address or mid-point address if city/county wide project)

Address: 32 Alan Ayers Road

City: Estancia State: NM Zip: 87016

10. Latitude: 34.768830 Longitude: -106.039389 MANDATORY

11. Legislative Language: (500 maximum characters allowed) Provide recommended Legislative language. Use descriptors, such as: "To Acquire" or "To plan and design" or "To design and construct" or "To equip and furnish" as well as what the project is, such as "a multipurpose center". Provide a broad statement of the work to be completed in this section. Include only specifics on the projected use of the requested funding. It is important to complete this section, as it is tied to how funding may be used. Type Response in Box.

Example: To plan, design, construct, furnish and equip a new Fire Station for the City of _____, City, State, in _____ County.

To design and construct a new yard with office and shop for Torrance County Road Department.

12. Scope of Work: (2000 maximum characters allowed) Provide a brief description of work to be completed. Must match budget categories. (i.e., complete Environmental Studies, plan, design, and construct). Do not include justification for the project, only specifics on the project itself and any funds that may have already been expended, and what is being requested in order to complete next phase or complete the project. If street/roads/hwy. project, include street name(s).

Example – New Fire Station

Plan, design, and construct a new Fire Station. The building will be 10,000 sq. ft. pre-engineered metal building with a cultured stone/EIFS finish on exposed exterior areas, with two "40' X 80' apparatus bays. The project will be completed in three phases. Phase I will include the easements, cultural resource inventory, environmental assessment, the planning, design and the first half of the construction. The phase will take 12 months with some of the studies being completed concurrently. Phase II consists of the second half of the construction and will be completed in 12 months. Phase III will include the purchase of furnishings and equipment to include furnishings and equipment include tables, chairs, office desks and furniture, commercial kitchen appliances, cots, storage lockers and fire safety equipment. The project will be designed by a registered professional engineer and construction services procured through a sealed bid process.

Design, and construct a new yard with office and shop for Torrance County Road Department. The yard/shop will be built on a 25 acre parcel purchased by Torrance County for a new Administration Building and Road Department Yard/Shop. Archeological and environmental studies were completed as part of the purchase agreement for the property. The Road Department has outgrown the 2-acre site it currently sits on. The County plans to construct a 60 x 100 foot building that will house the Road Department office and a mechanics shop. A privacy fence will be erected in order to park vehicles and road equipment and warehouse materials. During Phase 1, a design will be developed. During Phase 2, the building and yard will be constructed. The current office is housed in a 1967 mobile home which is not energy efficient and requires frequent repairs. The current Road Department yard can be utilized by the Torrance County Sheriff's Department for storage. RFPs will be utilized for professional services (architects and engineers). IFBs will be issued to construction. Statewide Price Agreements or IFBs will be utilized for materials.

13. Secured & Potential Funding Budget

[State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc. Amount Secured must match Funded to Date column in the Project Budget.]

Please complete table below with all secured and potential funding sources. (No decimals or dollar symbols \$) Instructions are available on the ICIP Data Entry manual, pages 17-18 which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amount Expended to Date	Date(s) Received	Comment
Totals	\$0.00		\$0.00	\$0.00		

14. **Project Budget.** Complete the Budget below. Include only unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amount secured listed in the Funding Budget. (No decimals or \$ signs.). All projects must include n amount not yet funded and cannot be Place Holder projects. Instructions available in the ICIP Data Entry manual, pages 19-22, which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

PROJECT BUDGET

Project Budget – Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts received above.

Category	Completed (Yes, No, N/A)	Funded to Date	2021	2022	2023	2024	2025	Total Project Cost
Water Rights	n/a							
Easements & ROW	Yes							
Acquisition	Yes							
Archeological Studies	No							
Environmental Studies	No							
Planning	No		25,000					25,000
Design (Engineer/Architect)	n/a		25,000					25,000
Construction	No		600,000					600,000
Furnishing/Equipment	n/a							
TOTALS			650,000					650,000
Amount Not Yet Funded			650,000					650,000

15. PHASING BUDGET

Can this project be phased? Y N (If yes, please complete table below if project is Multi-Phased)

Phasing- Please select Stand Alone or Multi Phase

- Stand Alone**
- A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.
- Multi-Phased**
- A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.
 - If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases.
 - In addition each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase Number	Amount	Plan	Design	Construct	Furnish/Equip	Other (Water Rights, ROW, Easements, Acquisition)	# Months to Complete
Phase 1	50,000		50,000			50,000	6
Phase 2	600,000			600,000		600,000	12
Phase 3							
Phase 4							
Phase 5							
Totals	650,000		50,000	600,000		650,000	18

16. Has your local government/agency budgeted for operating expenses for the project when it is completed?

- Y If Yes – please complete operating budget below.
 N If No – please explain. (150 maximum characters)

Operating expenses are based on current expenses for the Road Department.

ANNUAL OPERATING BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Operating Expenses plus Debt Service	60,000	60,000	60,000	60,000	60,000
Annual Operating Revenues					

17. Does the project lower operating costs? Y N

If yes, explain and provide estimates of operating savings. (Include amount of savings.)

New construction will be more energy efficient and require fewer repairs.

18. Identify who will assume the following responsibilities related to this project
(50 maximum characters for each.)

Fiscal Agent: Torrance County

Own: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Operate: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Land: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Asset: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Maintain: _ Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

19. Additional questions specifically on project.

(1.) Life Span – How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?

Please select

- 1-9 years
- 10-15 years
- 16 years or more.

(2.) Has the project had public input and buy-in? Y N

(3.) Is the project necessary to address population or client growth, and if so will it provide services to that population or clientele? Y N

(4.) Regionalism - Does the project directly benefit an entity other than itself? If yes, please list the other entity. Y N

Torrance County Road Department assists municipalities with their roads. Better maintained dirt road crossing county lines aids surrounding counties.

(5.) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Y N

Nick Sedillo, Operations Manager, and Leonard Lujan, Road Superintendent, will oversee construction. Wayne Johnson, County Manager, will provide final approvals. Noah Sedillo, County Purchasing Officer, will oversee procurement.

(6.) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Y N

Better maintained roads attracts additional traffic and economic development.

(7.) Does the project benefit all citizens within a recognized region, district or political subdivision? Y N Provide the number of people the project will benefit. The project will benefit all citizens of Torrance County (population 15,500) plus surrounding counties.

(8) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. (If mandatory, provide summary page of the Federal State or Judiciary Agency who issued the mandate, such as Declaration of Emergency, Administrative Order, Notice of Violation, or other.

No

**FY 2021-2025 Infrastructure Capital Improvement Plan
ICIP Worksheets**



**Department of Finance & Administration
Local Government Division (DFA/LGD)**

407 Galisteo, Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501

The ICIP database is available at <http://www.state.nm.us/capitalprojects/>

Project Profile For purposes of the ICIP, a project is any partially funded or unfunded capital improvement for which the entity plans to have funding in place during state fiscal years FY 2020-2024 (July 1, 2019 to June 30, 2024). **DO NOT INCLUDE ANY FULLY FUNDED PROJECTS or PLACEHOLDER PROJECTS.** This worksheet provides pages for only one FY 2020-2024 project. If you would like more blank worksheets for additional projects, please copy this form before you fill in the blanks. Information must be entered into the website. Do not submit these worksheets with the ICIP submission.

1. **Priority**-Please select High, Medium, or Low. (drop down list)
2. **Rank:** 2021-003 (The database will not allow you to list the same rank for multiple projects. The first 2021 top 5 projects listed may begin with preference if your entity is seeking State Capital Outlay funds or other state funding.)
3. **Title:**

New County Government Offices.

4. **Contact Information:** Nick Sedillo Phone 505-544-4310 Email nsedillo@tcnm.us
5. **Total project cost:** _____ (Will auto populate when Project Budget is saved.)
6. **Proposed project start date:** September 2023
7. **Class:** (If your project is a new project you will choose the category – “New”. If you are upgrading or renovating an existing building, choose “Renovate/Repair; if you are relining lagoons or replacing waterline, choose Replacing Existing.) New ; Replacing Existing ; or Renovate/Repair
8. **Type:** (Choose one of the following categories. Note that several categories may fit your project; however, choose the BEST, most descriptive category. Each category includes buildings, vehicles, equipment, land acquisition, and other infrastructure. All categories apply to both state and local infrastructure unless otherwise indicated.)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Facilities | <input type="checkbox"/> Vehicles |
| <input type="checkbox"/> Transportation | <input type="checkbox"/> Equipment |
| <input type="checkbox"/> Water | <input type="checkbox"/> Other |

Subtype: Please select subtype that best fits project.

Facilities

- | | |
|---|---|
| <input checked="" type="checkbox"/> Administrative Facilities | <input type="checkbox"/> Health-Related Cap Infrastructure |
| <input type="checkbox"/> Arts (other than museums) | <input type="checkbox"/> Housing-Related Cap Infrastructure |
| <input type="checkbox"/> Convention Facilities | <input type="checkbox"/> Libraries |
| <input type="checkbox"/> Cultural Facilities | <input type="checkbox"/> Museums |
| <input type="checkbox"/> Daycare Facilities | <input type="checkbox"/> Senior Facilities |
| <input type="checkbox"/> Domestic Violence Facilities | <input type="checkbox"/> Other |
| <input type="checkbox"/> Fire Facilities | |

Transportation

- Airports
- Bike/Pedestrian/Equestrian
- Highways/Roads/Bridges
- Lighting
- Medians
- Rest Areas
- Transit
- Other

Water

- Storm/Surface Water Control
- Wastewater
- Water Rights
- Water Supply
- Other

Vehicles

- Public Safety Vehicle
- Senior Facility Vehicle
- Other

Equipment

- Public Safety Equipment
- Senior Center Equipment
- Other

Other

- Landfills
- Solid Waste
- Utilities (publicly owned)
- Other

9. Project Location: MANDATORY.

(Physical address or mid-point address if city/county wide project)

Address: 32 Alan Ayers Road

City: Estancia State: NM Zip: 87016

10. Latitude: 34.768830 Longitude: -106.039389

11. Legislative Language: (500 maximum characters allowed) Provide recommended Legislative language. Use descriptors, such as: "To Acquire" or "To plan and design" or "To design and construct" or "To equip and furnish" as well as what the project is, such as "a multipurpose center". Provide a broad statement of the work to be completed in this section. Include only specifics on the projected use of the requested funding. It is important to complete this section, as it is tied to how funding may be used. Type Response in Box.

Example: To plan, design, construct, furnish and equip a new Fire Station for the City of _____, City, State, in _____ County.

To plan, design, construct, and furnish new County Administrative Offices.

12. Scope of Work: (2000 maximum characters allowed) Provide a brief description of work to be completed. Must match budget categories. (i.e., complete Environmental Studies, plan, design, and construct). Do not include justification for the project, only specifics on the project itself and any funds that may have already been expended, and what is being requested in order to complete next phase or complete the project. If street/roads/hwy. project, include street name(s).

Example – New Fire Station

Plan, design, and construct a new Fire Station. The building will be 10,000 sq. ft. pre-engineered metal building with a cultured stone EIFS finish on exposed exterior areas, with two "40' X 80' apparatus bays. The project will be completed in three phases. Phase I will include the easements, cultural resource inventory, environmental assessment, the planning, design and the first half of the construction. The phase will take 12 months with some of the studies being completed concurrently. Phase II consists of the second half of the construction and will be completed in 12 months. Phase III will include the purchase of furnishings and equipment to include furnishings and equipment include tables, chairs, office desks and furniture, commercial kitchen appliances, cots, storage lockers and fire safety equipment. The project will be designed by a registered professional engineer and construction services procured through a sealed bid process.

Plan and design new County Government Office to consolidate offices in one building. To date, the County established a committee composed of elected officials and department heads who were able to meet their primary objective of locating and purchasing a parcel of land on which to build the building. Archeological and environmental studies were completed as part of the purchase agreement for the property. An architect completed a needs assessment. The next step is to hire an architect to complete further planning and design the office building. Our current administration building was built in 1967. The roof has leaked in the past, electrical wiring throughout the building does not accommodate the current needs of technology, and the State Fire Marshal has written reports in regards to safety issues. Repairs to the boiler cannot be completed as parts are not available. Maintaining employee comfort is difficult as parts of the building run cold and other parts hot. Maintenance costs keep increasing. The FY 2020 budget allocates \$36,520, almost half the maintenance budget, for the 22,092 square foot building. We have outgrown the building. We do not have adequate storage. Rooms previously used for storage have been converted to offices. The members of the Board of County Commissioners do not have offices as all the space is needed for employees.

13. Secured & Potential Funding Budget

[State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc. Amount Secured must match Funded to Date column in the Project Budget.]

Please complete table below with all secured and potential funding sources. (No decimals or dollar symbols \$) Instructions are available on the ICIP Data Entry manual, pages 17-18 which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amount Expended to Date	Date(s) Received	Comment
County Funds	45,800			45,800		Acquisition of land
General Fund	90,000			90,000		Planning
Donation	0			0		Architect donated time for needs assessment
Totals	\$0.00		\$0.00	\$0.00		

14. **Project Budget.** Complete the Budget below. Include only unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amount secured listed in the Funding Budget. (No decimals or \$ signs.). All projects must include n amount not yet funded and cannot be Place Holder projects. Instructions available in the ICIP Data Entry manual, pages 19-22, which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

PROJECT BUDGET

Project Budget – Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts received above.

Category	Completed (Yes, No, N/A)	Funded to Date	2021	2022	2023	2024	2025	Total Project Cost
Water Rights	n/a							
Easements & ROW	n/a							
Acquisition	Yes	45,800						45,800
Archeological Studies	Yes							
Environmental Studies	Yes							
Planning	Yes	90,000	50,000					140,000
Design (Engineer/Architect)	No		75,000					75,000
Construction	No			10,000,000				10,000,000
Furnishing/Equipment	No			250,000				250,000
TOTALS		135,800	125,000	10,250,000				10,510,800
Amount Not Yet Funded			125,000	10,250,000				10,375,000

15. PHASING BUDGET

Can this project be phased? Y N (If yes, please complete table below if project is Multi-Phased)

Phasing- Please select Stand Alone or Multi Phase

Stand Alone

- A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

Multi-Phased

- A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.
- If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases.
- In addition each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase Number	Amount	Plan	Design	Construct	Furnish/Equip	Other (Water Rights, ROW, Easements, Acquisition)	# Months to Complete
Phase 1	125,000	50,000	75,000				6
Phase 2	10,000,000			10,000,000			18
Phase 3	250,000				250,000		6
Phase 4							
Phase 5							
Totals							30

16. Has your local government/agency budgeted for operating expenses for the project when it is completed?

- Y If Yes – please complete operating budget below.
 N If No – please explain. (150 maximum characters)

Budget based off expense of utilities and maintenance of current building. Anticipated budget should be less because a new building should be more energy efficient and not require many repairs.

ANNUAL OPERATING BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Operating Expenses plus Debt Service	87,520	87,500	87,500	87,500	87,500
Annual Operating Revenues					

17. Does the project lower operating costs? Y N

If yes, explain and provide estimates of operating savings. (Include amount of savings.)

New buildings require less expensive maintenance. Modern standards will lower utility costs.

18. Identify who will assume the following responsibilities related to this project
(50 maximum characters for each.)

Fiscal Agent: Torrance County

Own: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Operate: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Land: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Asset: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Maintain: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

19. Additional questions specifically on project.

(1.) Life Span – How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?

Please select

- 1-9 years
- 10-15 years
- 16 years or more.

(2.) Has the project had public input and buy-in? Y N

(3.) Is the project necessary to address population or client growth, and if so will it provide services to that population or clientele? Y N

(4.) Regionalism - Does the project directly benefit an entity other than itself? If yes, please list the other entity. Y N

More efficient working environment will benefit all businesses and government agencies.

(5.) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Y N

Nick Sedillo, Operations Manager, and the planning committee will oversee planning and design. Nick Sedillo, Operations Manager, and Belinda Garland, Deputy County Manager, will oversee construction. Wayne Johnson, County Manager, will provide final approvals. Noah Sedillo, Chief Purchasing Officer, will oversee procurement.

(6.) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Y N

New facilities will be more appealing to potential business.

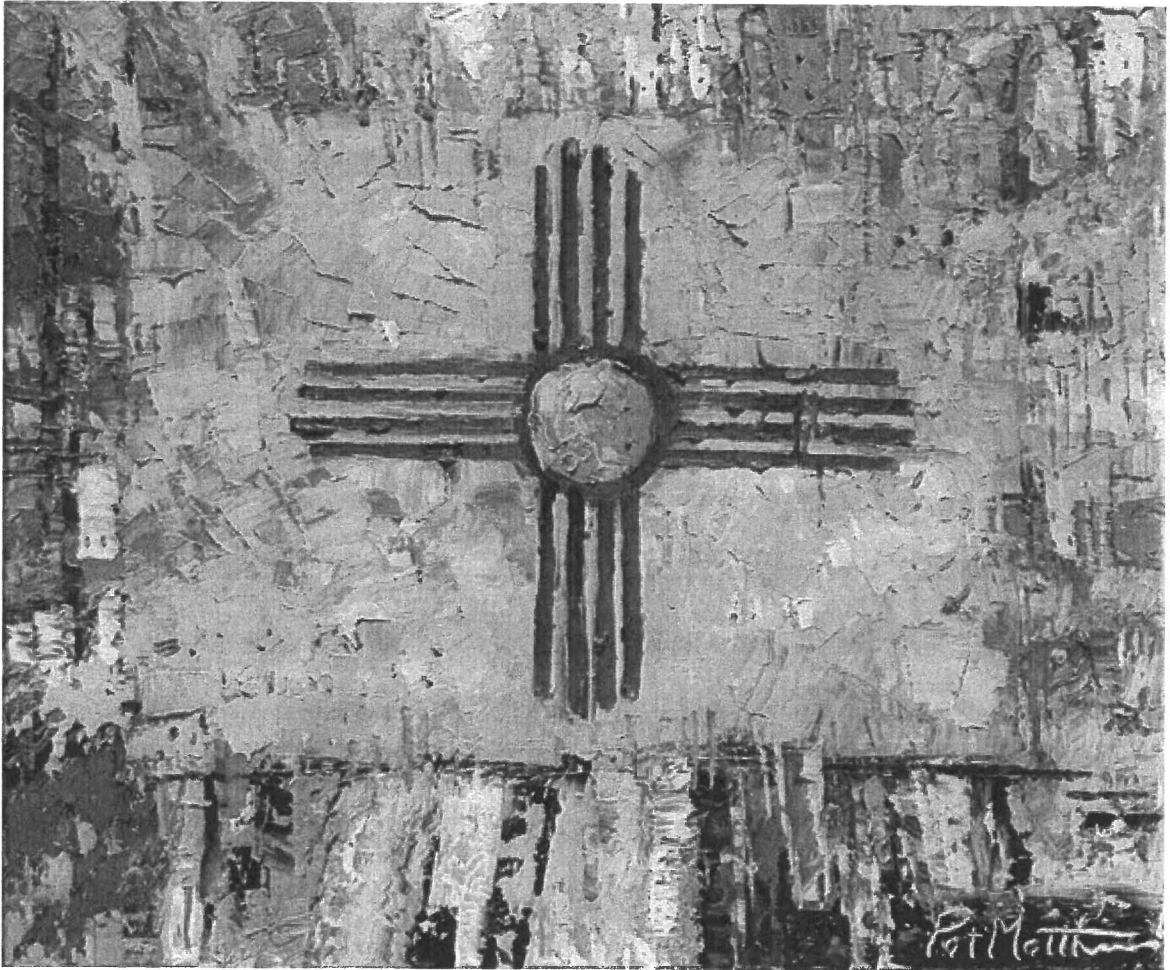
(7.) Does the project benefit all citizens within a recognized region, district or political subdivision? Y N Provide the number of people the project will benefit. The project will benefit all citizens of Torrance County (population 15,500) plus business and other government agencies.

(8) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. (If

Yes. The State Fire Marshall's Office has cited numerous violations and safety issues for the current Administration Building.

mandatory, provide summary page of the Federal State or Judiciary Agency who issued the mandate, such as Declaration of Emergency, Administrative Order, Notice of Violation, or other.

**FY 2021-2025 Infrastructure Capital Improvement Plan
ICIP Worksheets**



**Department of Finance & Administration
Local Government Division (DFA/LGD)**

407 Galisteo, Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501

The ICIP database is available at <http://www.state.nm.us/capitalprojects/>

Project Profile For purposes of the ICIP, a project is any partially funded or unfunded capital improvement for which the entity plans to have funding in place during state fiscal years FY 2020-2024 (July 1, 2019 to June 30, 2024). **DO NOT INCLUDE ANY FULLY FUNDED PROJECTS or PLACEHOLDER PROJECTS.** This worksheet provides pages for only one FY 2020-2024 project. If you would like more blank worksheets for additional projects, please copy this form before you fill in the blanks. Information must be entered into the website. Do not submit these worksheets with the ICIP submission.

1. **Priority**-Please select High, Medium, or Low. (drop down list)
2. **Rank:** 2021-004 (The database will not allow you to list the same rank for multiple projects. The first 2021 top 5 projects listed may begin with preference if your entity is seeking State Capital Outlay funds or other state funding.)
3. **Title:** Provide a short succinct title. Example: Gold Street Improvements or WWTP Upgrades. Use sentence title structure - Senior Center Renovations. (50 maximum characters allowed)

Riley Road Improvements

4. **Contact Information:** (Please provide contact information of individual who can provide detailed information on the project) Project Contact Name: Belinda Garland Phone 505-221-2889 Email bgarland@tcnm.us
5. **Total project cost:** _____ (Will auto populate when Project Budget is saved.)
6. **Proposed project start date:** April 2021
7. **Class:** (If your project is a new project you will choose the category – “New”. If you are upgrading or renovating an existing building, choose “Renovate/Repair; if you are relining lagoons or replacing waterline, choose Replacing Existing.) New ; Replacing Existing ; or Renovate/Repair
8. **Type:** (Choose one of the following categories. Note that several categories may fit your project; however, choose the BEST, most descriptive category. Each category includes buildings, vehicles, equipment, land acquisition, and other infrastructure. All categories apply to both state and local infrastructure unless otherwise indicated.)

- | | |
|---|---|
| <input type="checkbox"/> Facilities | <input type="checkbox"/> Vehicles |
| <input checked="" type="checkbox"/> Transportation | <input type="checkbox"/> Equipment |
| <input type="checkbox"/> Water | <input type="checkbox"/> Other |

Subtype: Please select subtype that best fits project.

Facilities

- | | |
|---|---|
| <input type="checkbox"/> Administrative Facilities | <input type="checkbox"/> Health-Related Cap Infrastructure |
| <input type="checkbox"/> Arts (other than museums) | <input type="checkbox"/> Housing-Related Cap Infrastructure |
| <input type="checkbox"/> Convention Facilities | <input type="checkbox"/> Libraries |
| <input type="checkbox"/> Cultural Facilities | <input type="checkbox"/> Museums |
| <input type="checkbox"/> Daycare Facilities | <input type="checkbox"/> Senior Facilities |
| <input type="checkbox"/> Domestic Violence Facilities | <input type="checkbox"/> Other |
| <input type="checkbox"/> Fire Facilities | |

Transportation

- Airports
- Bike/Pedestrian/Equestrian
- Highways/Roads/Bridges
- Lighting
- Medians
- Rest Areas
- Transit
- Other

Water

- Storm/Surface Water Control
- Wastewater
- Water Rights
- Water Supply
- Other

Vehicles

- Public Safety Vehicle
- Senior Facility Vehicle
- Other

Equipment

- Public Safety Equipment
- Senior Center Equipment
- Other

Other

- Landfills
- Solid Waste
- Utilities (publicly owned)
- Other

9. Project Location: MANDATORY.

(50 characters maximum) (Physical address or mid-point address if city/county wide project)

Address: Riley Road

City: Torrance County State: NM Zip: 87016

10. Latitude: 34.712992 Longitude: -106.201524 MANDATORY

11. Legislative Language: (500 maximum characters allowed) Provide recommended Legislative language. Use descriptors, such as: "To Acquire" or "To plan and design" or "To design and construct" or "To equip and furnish" as well as what the project is, such as "a multipurpose center". Provide a broad statement of the work to be completed in this section. Include only specifics on the projected use of the requested funding. It is important to complete this section, as it is tied to how funding may be used. Type Response in Box.

Example: To plan, design, construct, furnish and equip a new Fire Station for the City of _____, City, State, in _____ County.

To repair and pave (construct) Riley Road between State Highways 55 and 542.

12. Scope of Work: (2000 maximum characters allowed) Provide a brief description of work to be completed. Must match budget categories. (i.e., complete Environmental Studies, plan, design, and construct). Do not include justification for the project, only specifics on the project itself and any funds that may have already been expended, and what is being requested in order to complete next phase or complete the project. If street/roads/hwy. project, include street name(s).

Example – New Fire Station

Plan, design, and construct a new Fire Station. The building will be 10,000 sq. ft. pre-engineered metal building with a cultured stone EIFS finish on exposed exterior areas, with two "40' X 80' apparatus bays. The project will be completed in three phases. Phase I will include the easements, cultural resource inventory, environmental assessment, the planning, design and the first half of the construction. The phase will take 12 months with some of the studies being completed concurrently. Phase II consists of the second half of the construction and will be completed in 12 months. Phase III will include the purchase of furnishings and equipment to include furnishings and equipment include tables, chairs, office desks and furniture, commercial kitchen appliances, cots, storage lockers and fire safety equipment. The project will be designed by a registered professional engineer and construction services procured through a sealed bid process.

Torrance County plans to repair and pave Riley Road from the intersection of State Highway 55 to the intersection of State Highway 542. The renovation of Riley Road, which is currently chip sealed, requires 3-inches of asphalt paving for a 6 mile stretch, 20-feet wide. The chip sealed surface will provide a solid base. The road has been previously reclaimed and re-chipped; however, vehicles that exceed the weight limit frequently use the road causing new damage. Weight limit signs have been vandalized and torn down. Asphalt paving will increase the weight limit to accommodate semi-trucks. An estimated 700-800 vehicles use the road daily. Riley Road provides a quick connection between the two highways without traveling 10 miles east to State Highway 41 or 7 miles west to the portion of Highway 55 that parallels the Manzano Mountains. The road is also used as an evacuation route during wildfires. It also provides convenient access for emergency vehicles and for the road department to access supplies such as gravel and caliche. The project will be completed as a stand-alone project. Since the roadway is an existing roadway, it does not require engineering or planning. Traffic control is planned for the duration of the project which is anticipated to take 16 work days barring weather delays. No maintenance costs are expected during the first five years following project completion.

13. Secured & Potential Funding Budget

[State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc. Amount Secured must match Funded to Date column in the Project Budget.]

Please complete table below with all secured and potential funding sources. (No decimals or dollar symbols \$) Instructions are available on the ICIP Data Entry manual, pages 17-18 which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amount Expended to Date	Date(s) Received	Comment
Totals	\$0.00		\$0.00	\$0.00		

14. **Project Budget.** Complete the Budget below. Include only unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amount secured listed in the Funding Budget. (No decimals or \$ signs.). All projects must include n amount not yet funded and cannot be Place Holder projects. Instructions available in the ICIP Data Entry manual, pages 19-22, which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

PROJECT BUDGET

Project Budget – Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts received above.

Category	Completed (Yes, No, N/A)	Funded to Date	2021	2022	2023	2024	2025	Total Project Cost
Water Rights	n/a							
Easements & ROW	n/a							
Acquisition	n/a							
Archeological Studies	n/a							
Environmental Studies	n/a							
Planning	n/a							
Design (Engineer/Architect)	n/a							
Construction	No		1,900,000					1,900,000
Furnishing/Equipment	n/a							
TOTALS			1,900,000					11,900,000
Amount Not Yet Funded			1,900,000					1,900,000

15. PHASING BUDGET

Can this project be phased? Y N (If yes, please complete table below if project is Multi-Phased)

Phasing- Please select Stand Alone or Multi Phase

Stand Alone

- A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

Multi-Phased

- A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.
- If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases.
- In addition each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase Number	Amount	Plan	Design	Construct	Furnish/Equip	Other (Water Rights, ROW, Easements, Acquisition)	# Months to Complete
Phase 1							
Phase 2							
Phase 3							
Phase 4							
Phase 5							
Totals							

16. Has your local government/agency budgeted for operating expenses for the project when it is completed?

- Y If Yes – please complete operating budget below.
 N If No – please explain. (150 maximum characters)

Paving project has not been funded.

ANNUAL OPERATING BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Operating Expenses plus Debt Service	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Annual Operating Revenues	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

17. Does the project lower operating costs? Y N

If yes, explain and provide estimates of operating savings. (Include amount of savings.)

No maintenance costs are anticipated during the first five years following project completion.

18. Identify who will assume the following responsibilities related to this project
 (50 maximum characters for each.)

Fiscal Agent: Torrance County

Own: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Operate: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Land: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Asset: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Maintain: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

19. Additional questions specifically on project.

(1.) Life Span – How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?

Please select

- 1-9 years
 10-15 years
 16 years or more.

(2.) Has the project had public input and buy-in? Y N

(3.) Is the project necessary to address population or client growth, and if so will it provide services to that population or clientele? Y N

(4.) Regionalism - Does the project directly benefit an entity other than itself? If yes, please list the other entity. Y N

Riley Road is frequently used by residents of the land grants, Mountainair, Estancia, as well as local residents. It connects two state highways. Semi-trucks hauling supplies for local businesses utilize Riley Road as well.

(5.) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Y N

Leonard Lujan, Road Superintendent, will oversee construction. Wayne Johnson, County Manager, will provide final approvals. Noah Sedillo, County Purchasing Officer, will oversee procurement.

(6.) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Y N

Semi-trucks hauling supplies for local businesses utilize Riley Road. The Torrance County Road Department also uses the road to access suppliers.

(7.) Does the project benefit all citizens within a recognized region, district or political subdivision? Y N Provide the number of people the project will benefit. 2000+ local residents plus emergency personnel and waste transfer station customers.

(8) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. (If mandatory, provide summary page of the Federal State or Judiciary Agency who issued the mandate, such as Declaration of Emergency, Administrative Order, Notice of Violation, or other.

**FY 2021-2025 Infrastructure Capital Improvement Plan
ICIP Worksheets**



**Department of Finance & Administration
Local Government Division (DFA/LGD)**

407 Galisteo, Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501

The ICIP database is available at <http://www.state.nm.us/capitalprojects/>

Project Profile For purposes of the ICIP, a project is any partially funded or unfunded capital improvement for which the entity plans to have funding in place during state fiscal years FY 2020-2024 (July 1, 2019 to June 30, 2024). **DO NOT INCLUDE ANY FULLY FUNDED PROJECTS or PLACEHOLDER PROJECTS.** This worksheet provides pages for only one FY 2020-2024 project. If you would like more blank worksheets for additional projects, please copy this form before you fill in the blanks. Information must be entered into the website. Do not submit these worksheets with the ICIP submission.

1. **Priority**-Please select High, Medium, or Low. (drop down list)
2. **Rank:** (Enter the appropriate project year (FY 2021-2025), then rank your projects 1-10): 2021 – 006 (The database will not allow you to list the same rank for multiple projects. The first 2021 top 5 projects listed may begin with preference if your entity is seeking State Capital Outlay funds or other state funding.)
3. **Title:** Provide a short succinct title. Example: Gold Street Improvements or WWTP Upgrades. Use sentence title structure - Senior Center Renovations. (50 maximum characters allowed)

McNabb Road Improvements

4. **Contact Information:** (Please provide contact information of individual who can provide detailed information on the project) Project Contact Name: Belinda Garland Phone 505-221-2889 Email bgarland@tcnm.us
5. **Total project cost:** _____ (Will auto populate when Project Budget is saved.)
6. **Proposed project start date:** August 2020
7. **Class:** (If your project is a new project you will choose the category – “New”. If you are upgrading or renovating an existing building, choose “Renovate/Repair; if you are relining lagoons or replacing waterline, choose Replacing Existing.) New ; Replacing Existing ; or Renovate/Repair
8. **Type:** (Choose one of the following categories. Note that several categories may fit your project; however, choose the BEST, most descriptive category. Each category includes buildings, vehicles, equipment, land acquisition, and other infrastructure. All categories apply to both state and local infrastructure unless otherwise indicated.)

- | | |
|--|------------------------------------|
| <input type="checkbox"/> Facilities | <input type="checkbox"/> Vehicles |
| <input checked="" type="checkbox"/> Transportation | <input type="checkbox"/> Equipment |
| <input type="checkbox"/> Water | <input type="checkbox"/> Other |

Subtype: Please select subtype that best fits project.

- Facilities**
- | | |
|---|---|
| <input type="checkbox"/> Administrative Facilities | <input type="checkbox"/> Health-Related Cap Infrastructure |
| <input type="checkbox"/> Arts (other than museums) | <input type="checkbox"/> Housing-Related Cap Infrastructure |
| <input type="checkbox"/> Convention Facilities | <input type="checkbox"/> Libraries |
| <input type="checkbox"/> Cultural Facilities | <input type="checkbox"/> Museums |
| <input type="checkbox"/> Daycare Facilities | <input type="checkbox"/> Senior Facilities |
| <input type="checkbox"/> Domestic Violence Facilities | <input type="checkbox"/> Other |
| <input type="checkbox"/> Fire Facilities | |

Transportation

- Airports
- Bike/Pedestrian/Equestrian
- Highways/Roads/Bridges
- Lighting
- Medians
- Rest Areas
- Transit
- Other

Water

- Storm/Surface Water Control
- Wastewater
- Water Rights
- Water Supply
- Other

Vehicles

- Public Safety Vehicle
- Senior Facility Vehicle
- Other

Equipment

- Public Safety Equipment
- Senior Center Equipment
- Other

Other

- Landfills
- Solid Waste
- Utilities (publicly owned)
- Other

9. Project Location: MANDATORY.

(50 characters maximum) (Physical address or mid-point address if city/county wide project)

Address: McNabb Road between State Highway 41 and Lexco County Road

City: Torrance County State: NM Zip: 87035

10. Latitude: 34.96741 – 34.967667 Longitude: -106.050920-106.120744

11. Legislative Language: (500 maximum characters allowed) Provide recommended Legislative language. Use descriptors, such as: "To Acquire" or "To plan and design" or "To design and construct" or "To equip and furnish" as well as what the project is, such as "a multipurpose center". Provide a broad statement of the work to be completed in this section. Include only specifics on the projected use of the requested funding. It is important to complete this section, as it is tied to how funding may be used. Type Response in Box.

Example: To plan, design, construct, furnish and equip a new Fire Station for the City of _____, City, State, in _____ County.

To pave (construct) McNabb Road between State Highway 41 and Lexco Road.

12. Scope of Work: (2000 maximum characters allowed) Provide a brief description of work to be completed. Must match budget categories. (i.e., complete Environmental Studies, plan, design, and construct). Do not include justification for the project, only specifics on the project itself and any funds that may have already been expended, and what is being requested in order to complete next phase or complete the project. If street/roads/hwy. project, include street name(s).

Example – New Fire Station

Plan, design, and construct a new Fire Station. The building will be 10,000 sq. ft. pre-engineered metal building with a cultured stone EIFS finish on exposed exterior areas, with two "40' X 80' apparatus bays. The project will be completed in three phases. Phase I will include the easements, cultural resource inventory, environmental assessment, the planning, design and the first half of the construction. The phase will take 12 months with some of the studies being completed concurrently. Phase II consists of the second half of the construction and will be completed in 12 months. Phase III will include the purchase of furnishings and equipment to include furnishings and equipment include tables, chairs, office desks and furniture, commercial kitchen appliances, cots, storage lockers and fire safety equipment. The project will be designed by a registered professional engineer and construction services procured through a sealed bid process.

McNabb Road is one of the most heavily traveled roads in Torrance County. Although only 20-30 homes are located along McNabb Road, it serves as primary access to State Highway 41 for more than 2000 people living in multiple subdivisions along roads that feed McNabb Road. About 800 vehicles use McNabb Road daily. It also serves as an alternate route to access the Indian Hills Solid Waste Transfer Station and the Indian Hills Fire Sub-Station Number 5 when Lexco Road, another major thoroughfare which is chip sealed, is impassable due to flash flooding in Gallegos Draw. McNabb Road provides direct access for emergency vehicles from the fire sub-station to points south of McNabb Road and the eastern side of Moriarty, NM. McNabb Road is currently chip sealed but requires frequent repairs. The chip sealed surface of the road will provide a solid base. The project plans to pave McNabb Road with three to four inches of asphalt, minimizing repairs and extending the life of the road. Paving will occur along a 4-mile stretch from State Highway 41 to Lexco Road. Since the roadway is an existing roadway, it does not require engineering or planning. No maintenance is anticipated for the first five years following project completion. This project was submitted to the Mid Region Council of Governments' (MRCOG) for inclusion on the Rural Transportation Improvement Program (RTIPR).

13. Secured & Potential Funding Budget

[State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc. Amount Secured must match Funded to Date column in the Project Budget.]

Please complete table below with all secured and potential funding sources. (No decimals or dollar symbols \$) Instructions are available on the ICIP Data Entry manual, pages 17-18 which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amount Expended to Date	Date(s) Received	Comment
	1,000,000	N	0	0		
Totals	\$0.00		\$0.00	\$0.00		

14. **Project Budget.** Complete the Budget below. Include only unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amount secured listed in the Funding Budget. (No decimals or \$ signs.) All projects must include n amount not yet funded and cannot be Place Holder projects. Instructions available in the ICIP Data Entry manual, pages 19-22, which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

PROJECT BUDGET

Project Budget – Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts received above.

Category	Completed (Yes, No, N/A)	Funded to Date	2021	2022	2023	2024	2025	Total Project Cost
Water Rights	n/a							
Easements & ROW	n/a							
Acquisition	n/a							
Archeological Studies	n/a							
Environmental Studies	n/a							
Planning	n/a							
Design (Engineer/Architect)	n/a							
Construction	No		1,000,000					1,000,000
Furnishing/Equipment	n/a							
TOTALS			1,000,000					1,000,000
Amount Not Yet Funded			1,000,000					1,000,000

15. PHASING BUDGET

Can this project be phased? Y N (If yes, please complete table below if project is Multi-Phased)

Phasing- Please select Stand Alone or Multi Phase

Stand Alone

- A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

Multi-Phased

- A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.
- If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases.
- In addition each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase Number	Amount	Plan	Design	Construct	Furnish/Equip	Other (Water Rights, ROW, Easements, Acquisition)	# Months to Complete
Phase 1							
Phase 2							
Phase 3							
Phase 4							
Phase 5							
Totals							

16. Has your local government/agency budgeted for operating expenses for the project when it is completed?

- Y If Yes – please complete operating budget below.
 N If No – please explain. (150 maximum characters)

Paving project has not been funded.

ANNUAL OPERATING BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Operating Expenses plus Debt Service	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Annual Operating Revenues	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

17. Does the project lower operating costs? Y N

If yes, explain and provide estimates of operating savings. (Include amount of savings.)

No maintenance costs are anticipated during the first five years following project completion.

18. Identify who will assume the following responsibilities related to this project
(50 maximum characters for each.)

Fiscal Agent: Torrance County

Own: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Operate: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Land: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Asset: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Maintain: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

19. Additional questions specifically on project.

(1.) Life Span – How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?

Please select

- 1-9 years
 10-15 years
 16 years or more.

(2.) Has the project had public input and buy-in? Y N

(3.) Is the project necessary to address population or client growth, and if so will it provide services to that population or clientele? Y N

(4.) Regionalism - Does the project directly benefit an entity other than itself? If yes, please list the other entity. Y N

McNabb Road via Lexco Road connects State Highway 66 and State Highway 41.

(5.) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Y N

Leonard Lujan, Road Superintendent, will oversee construction. Wayne Johnson, County Manager, will provide final approvals. Noah Sedillo, County Purchasing Officer, will oversee procurement.

(6.) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Y N

The project will provide better access to places of employment.

(7.) Does the project benefit all citizens within a recognized region, district or political subdivision? Y N Provide the number of people the project will benefit. 2000+ local residents plus emergency personnel and waste transfer station customers.

(8) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. (If mandatory, provide summary page of the Federal State or Judiciary Agency who issued the mandate, such as Declaration of Emergency, Administrative Order, Notice of Violation, or other.

Steel Roller

FY 2021-2025 Infrastructure Capital Improvement Plan ICIP Worksheets



**Department of Finance & Administration
Local Government Division (DFA/LGD)**

407 Galisteo, Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501

The ICIP database is available at <http://www.state.nm.us/capitalprojects/>

Project Profile For purposes of the ICIP, a project is any partially funded or unfunded capital improvement for which the entity plans to have funding in place during state fiscal years FY 2020-2024 (July 1, 2019 to June 30, 2024). **DO NOT INCLUDE ANY FULLY FUNDED PROJECTS or PLACEHOLDER PROJECTS.** This worksheet provides pages for only one FY 2020-2024 project. If you would like more blank worksheets for additional projects, please copy this form before you fill in the blanks. Information must be entered into the website. Do not submit these worksheets with the ICIP submission.

- Priority**-Please select High, Medium, or Low. (drop down list)
- Rank:** 2021-006 (The database will not allow you to list the same rank for multiple projects. The first 2021 top 5 projects listed may begin with preference if your entity is seeking State Capital Outlay funds or other state funding.)
- Title:** Provide a short succinct title. Example: Gold Street Improvements or WWTP Upgrades. Use sentence title structure - Senior Center Renovations. (50 maximum characters allowed)

Road Department Equipment

- Contact Information:** (Please provide contact information of individual who can provide detailed information on the project) Project Contact Name: Belinda Garland Phone 505-221-2889 Email bgarland@tcnm.us
- Total project cost:** _____ (Will auto populate when Project Budget is saved.)
- Proposed project start date:** October 2020
- Class:** (If your project is a new project you will choose the category – “New”. If you are upgrading or renovating an existing building, choose “Renovate/Repair; if you are relining lagoons or replacing waterline, choose Replacing Existing.) New ; Replacing Existing ; or Renovate/Repair
- Type:** (Choose one of the following categories. Note that several categories may fit your project; however, choose the BEST, most descriptive category. Each category includes buildings, vehicles, equipment, land acquisition, and other infrastructure. All categories apply to both state and local infrastructure unless otherwise indicated.)

- | | |
|--|--|
| <input type="checkbox"/> Facilities | <input type="checkbox"/> Vehicles |
| <input type="checkbox"/> Transportation | <input checked="" type="checkbox"/> Equipment |
| <input type="checkbox"/> Water | <input type="checkbox"/> Other |

Subtype: Please select subtype that best fits project.

Facilities

- | | |
|---|---|
| <input type="checkbox"/> Administrative Facilities | <input type="checkbox"/> Health-Related Cap Infrastructure |
| <input type="checkbox"/> Arts (other than museums) | <input type="checkbox"/> Housing-Related Cap Infrastructure |
| <input type="checkbox"/> Convention Facilities | <input type="checkbox"/> Libraries |
| <input type="checkbox"/> Cultural Facilities | <input type="checkbox"/> Museums |
| <input type="checkbox"/> Daycare Facilities | <input type="checkbox"/> Senior Facilities |
| <input type="checkbox"/> Domestic Violence Facilities | <input type="checkbox"/> Other |
| <input type="checkbox"/> Fire Facilities | |

Transportation

- Airports
- Bike/Pedestrian/Equestrian
- Highways/Roads/Bridges
- Lighting
- Medians
- Rest Areas
- Transit
- Other

Water

- Storm/Surface Water Control
- Wastewater
- Water Rights
- Water Supply
- Other

Vehicles

- Public Safety Vehicle
- Senior Facility Vehicle
- Other

Equipment

- Public Safety Equipment
- Senior Center Equipment
- Other

Other

- Landfills
- Solid Waste
- Utilities (publicly owned)
- Other

9. Project Location: MANDATORY.

(50 characters maximum) (Physical address or mid-point address if city/county wide project)

Address: 205 South Ninth St
City: Estancia State: NM Zip: 87016

10. Latitude: 34.759564 Longitude: -106.062370 MANDATORY

(20 maximum characters allowed each) (Utilizing address listed in Project Location, go to <http://itouchmap.com/latlong.html> or <http://www.gps-coordinates.net/> for Latitude and Longitude.) List in decimal degrees. Example: Latitude 35.683263; Longitude -105-942546.

11. Legislative Language: (500 maximum characters allowed) Provide recommended Legislative language. Use descriptors, such as: "To Acquire" or "To plan and design" or "To design and construct" or "To equip and furnish" as well as what the project is, such as "a multipurpose center". Provide a broad statement of the work to be completed in this section. Include only specifics on the projected use of the requested funding. It is important to complete this section, as it is tied to how funding may be used. Type Response in Box.

Example: To plan, design, construct, furnish and equip a new Fire Station for the City of _____, City, State, in _____ County.

To purchase double steel roller for road work.

12. Scope of Work: (2000 maximum characters allowed) Provide a brief description of work to be completed. Must match budget categories. (i.e., complete Environmental Studies, plan, design, and construct). Do not include justification for the project, only specifics on the project itself and any funds that may have already been expended, and what is being requested in order to complete next phase or complete the project. If street/roads/hwy. project, include street name(s).

Example – New Fire Station

Plan, design, and construct a new Fire Station. The building will be 10,000 sq. ft. pre-engineered metal building with a cultured stone/EIFS finish on exposed exterior areas, with two "40' X 80' apparatus bays. The project will be completed in three phases. Phase I will include the easements, cultural resource inventory, environmental assessment, the planning, design and the first half of the construction. The phase will take 12 months with some of the studies being completed concurrently. Phase II consists of the second half of the construction and will be completed in 12 months. Phase III will include the

purchase of furnishings and equipment to include furnishings and equipment include tables, chairs, office desks and furniture, commercial kitchen appliances, cots, storage lockers and fire safety equipment. The project will be designed by a registered professional engineer and construction services procured through a sealed bid process.

Purchase double steel roller for road work. Torrance County does not own a steel roller. A double steel roller will be able to provide a more uniform and more compact road surface. Current equipment the County owns leaves tire tracks and are lighter than a steel roller. Purchase of this equipment will allow the Road Department to carry out functions of everyday job requirements. State Price Agreements and IFBs will be utilized as necessary.

13. Secured & Potential Funding Budget

[State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc. Amount Secured must match Funded to Date column in the Project Budget.]

Please complete table below with all secured and potential funding sources. (No decimals or dollar symbols \$) Instructions are available on the ICIP Data Entry manual, pages 17-18 which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amount Expended to Date	Date(s) Received	Comment
Totals	\$0.00		\$0.00	\$0.00		

14. **Project Budget.** Complete the Budget below. Include only unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amount secured listed in the Funding Budget. (No decimals or \$ signs.). All projects must include n amount not yet funded and cannot be Place Holder projects. Instructions available in the ICIP Data Entry manual, pages 19-22, which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

PROJECT BUDGET

Project Budget – Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts received above.

Category	Completed (Yes, No, N/A)	Funded to Date	2021	2022	2023	2024	2025	Total Project Cost
Water Rights	n/a							
Easements & ROW	n/a							
Acquisition	No	0	150,000					150,000
Archeological Studies	n/a							
Environmental Studies	n/a							
Planning	n/a							
Design (Engineer/Architect)	n/a							
Construction	n/a							
Furnishing/Equipment	n/a							
TOTALS			150,000					150,000
Amount Not Yet Funded			150,000					150,000

15. PHASING BUDGET

Can this project be phased? Y N (If yes, please complete table below if project is Multi-Phased)

Phasing- Please select Stand Alone or Multi Phase

Stand Alone

- A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

Multi-Phased

- A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.
- If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases.
- In addition each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase Number	Amount	Plan	Design	Construct	Furnish/Equip	Other (Water Rights, ROW, Easements, Acquisition)	# Months to Complete
Phase 1							
Phase 2							
Phase 3							
Phase 4							
Phase 5							
Totals							

16. Has your local government/agency budgeted for operating expenses for the project when it is completed?

- Y If Yes – please complete operating budget below.
 N If No – please explain. (150 maximum characters)

Item has not yet been purchased.

ANNUAL OPERATING BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Operating Expenses plus Debt Service	3,500	3,500	3,500	3,500	3,500
Annual Operating Revenues					

17. Does the project lower operating costs? Y N

If yes, explain and provide estimates of operating savings. (Include amount of savings.)

18. Identify who will assume the following responsibilities related to this project
(50 maximum characters for each.)

Fiscal Agent: Torrance County

Own: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Operate: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Land: n/a

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Asset: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Maintain: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

19. Additional questions specifically on project.

(1.) Life Span – How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?

Please select

- 1-9 years
 10-15 years
 16 years or more.

(2.) Has the project had public input and buy-in? Y N

(3.) Is the project necessary to address population or client growth, and if so will it provide services to that population or clientele? Y N

(4.) Regionalism - Does the project directly benefit an entity other than itself? If yes, please list the other entity. Y N

Torrance County Road Department assists municipalities with their roads. Better maintained dirt road crossing county lines aids surrounding counties.

(5.) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Y N

Leonard Lujan, Road Department Superintendent, will oversee the purchase. Wayne Johnson, County Manager, will provide final approvals. Noah Sedillo, County Purchasing Officer, will oversee procurement.

(6.) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Y N

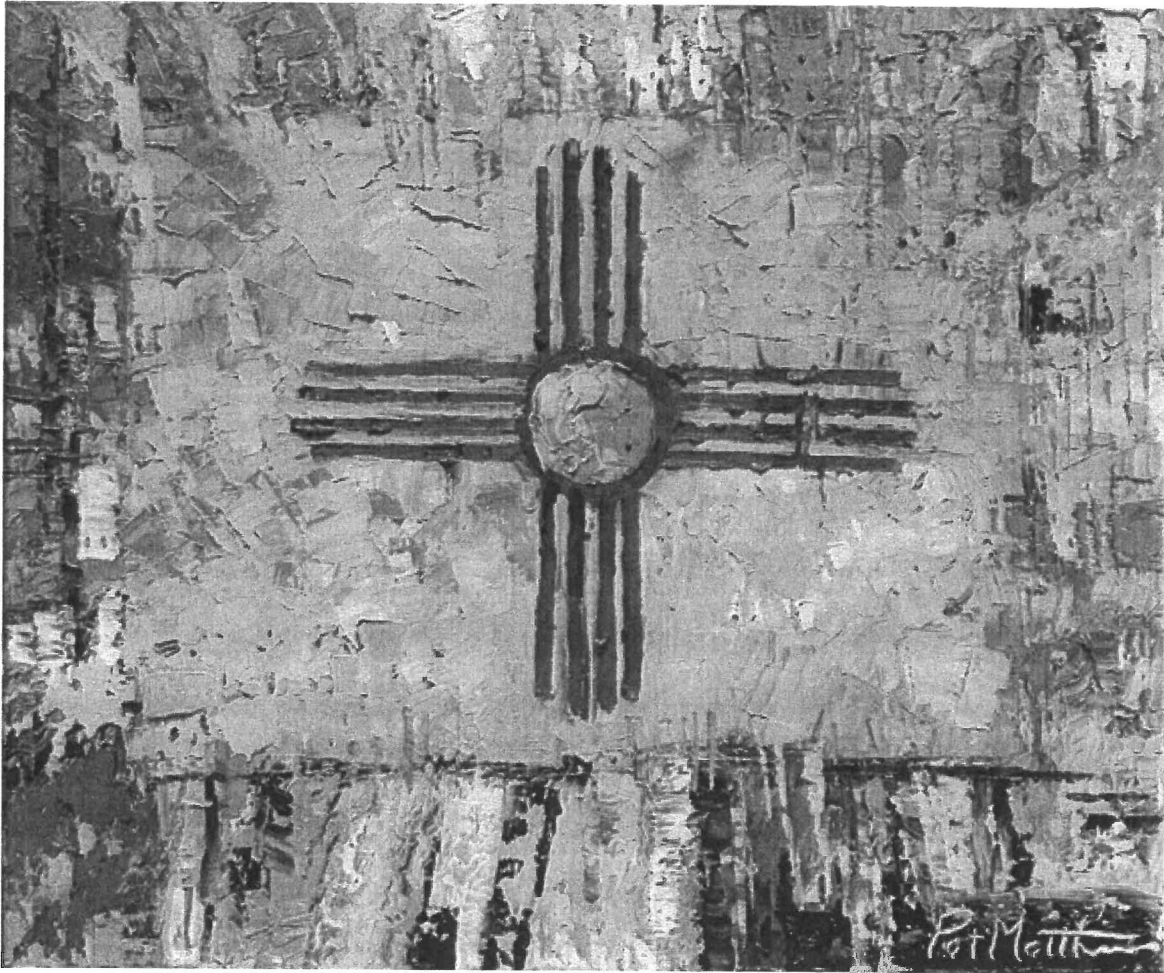
Better maintained roads attracts additional traffic and economic development.

(7.) Does the project benefit all citizens within a recognized region, district or political subdivision? Y N Provide the number of people the project will benefit. The project will benefit all citizens of Torrance County (population 15,500) and tourists and other visitors to the County.

(8.) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. (If mandatory, provide summary page of the Federal State or Judiciary Agency who issued the mandate, such as Declaration of Emergency, Administrative Order, Notice of Violation, or other.

No

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407 Galisteo, Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
The ICIP database is available at <http://www.state.nm.us/capitalprojects/>

Project Profile For purposes of the ICIP, a project is any partially funded or unfunded capital improvement for which the entity plans to have funding in place during state fiscal years FY 2020-2024 (July 1, 2019 to June 30, 2024). **DO NOT INCLUDE ANY FULLY FUNDED PROJECTS or PLACEHOLDER PROJECTS.** This worksheet provides pages for only one FY 2020-2024 project. If you would like more blank worksheets for additional projects, please copy this form before you fill in the blanks. Information must be entered into the website. Do not submit these worksheets with the ICIP submission.

- Priority**-Please select High, Medium, or Low. (drop down list)
- Rank:** 2021-007 (The database will not allow you to list the same rank for multiple projects. The first 2021 top 5 projects listed may begin with preference if your entity is seeking State Capital Outlay funds or other state funding.)
- Title:** Provide a short succinct title. Example: Gold Street Improvements or WWTP Upgrades. Use sentence title structure - Senior Center Renovations. (50 maximum characters allowed)

4x4 Sheriff Patrol Vehicles

- Contact Information:** (Please provide contact information of individual who can provide detailed information on the project) Project Contact Name: Belinda Garland Phone 505-221-2899 Email bgarland@tcnm.us
- Total project cost:** _____ (Will auto populate when Project Budget is saved.)
- Proposed project start date:** September 2020 Example, July 2021.
- Class:** (If your project is a new project you will choose the category – “New”. If you are upgrading or renovating an existing building, choose “Renovate/Repair; if you are relining lagoons or replacing waterline, choose Replacing Existing.) New ; Replacing Existing ; or Renovate/Repair
- Type:** (Choose one of the following categories. Note that several categories may fit your project; however, choose the BEST, most descriptive category. Each category includes buildings, vehicles, equipment, land acquisition, and other infrastructure. All categories apply to both state and local infrastructure unless otherwise indicated.)

- | | |
|--|---|
| <input type="checkbox"/> Facilities | <input checked="" type="checkbox"/> Vehicles |
| <input type="checkbox"/> Transportation | <input type="checkbox"/> Equipment |
| <input type="checkbox"/> Water | <input type="checkbox"/> Other |

Subtype: Please select subtype that best fits project.

Facilities

- | | |
|---|---|
| <input type="checkbox"/> Administrative Facilities | <input type="checkbox"/> Health-Related Cap Infrastructure |
| <input type="checkbox"/> Arts (other than museums) | <input type="checkbox"/> Housing-Related Cap Infrastructure |
| <input type="checkbox"/> Convention Facilities | <input type="checkbox"/> Libraries |
| <input type="checkbox"/> Cultural Facilities | <input type="checkbox"/> Museums |
| <input type="checkbox"/> Daycare Facilities | <input type="checkbox"/> Senior Facilities |
| <input type="checkbox"/> Domestic Violence Facilities | <input type="checkbox"/> Other |
| <input type="checkbox"/> Fire Facilities | |

Transportation

- Airports
- Bike/Pedestrian/Equestrian
- Highways/Roads/Bridges
- Lighting
- Medians
- Rest Areas
- Transit
- Other

Water

- Storm/Surface Water Control
- Wastewater
- Water Rights
- Water Supply
- Other

Vehicles

- Public Safety Vehicle
- Senior Facility Vehicle
- Other

Equipment

- Public Safety Equipment
- Senior Center Equipment
- Other

Other

- Landfills
- Solid Waste
- Utilities (publicly owned)
- Other

9. Project Location: MANDATORY.

(50 characters maximum) (Physical address or mid-point address if city/county wide project)

Address: 903 Fifth Main St Building A

City: Estancia State: NM Zip: 87016

10. Latitude: 34.77281 Longitude: -106.055846 MANDATORY

11. Legislative Language: (500 maximum characters allowed) Provide recommended Legislative language. Use descriptors, such as: "To Acquire" or "To plan and design" or "To design and construct" or "To equip and furnish" as well as what the project is, such as "a multipurpose center". Provide a broad statement of the work to be completed in this section. Include only specifics on the projected use of the requested funding. It is important to complete this section, as it is tied to how funding may be used. Type Response in Box.

Example: To plan, design, construct, furnish and equip a new Fire Station for the City of _____, City, State, in _____ County.

To purchase and equip 4x4 patrol vehicles for the Torrance County Sheriff's Department

12. Scope of Work: (2000 maximum characters allowed) Provide a brief description of work to be completed. Must match budget categories. (i.e., complete Environmental Studies, plan, design, and construct). Do not include justification for the project, only specifics on the project itself and any funds that may have already been expended, and what is being requested in order to complete next phase or complete the project. If street/roads/hwy. project, include street name(s).

Example – New Fire Station

Plan, design, and construct a new Fire Station. The building will be 10,000 sq. ft. pre-engineered metal building with a cultured stone/EIFS finish on exposed exterior areas, with two "40' X 80' apparatus bays. The project will be completed in three phases. Phase I will include the easements, cultural resource inventory, environmental assessment, the planning, design and the first half of the construction. The phase will take 12 months with some of the studies being completed concurrently. Phase II consists of the second half of the construction and will be completed in 12 months. Phase III will include the purchase of furnishings and equipment to include furnishings and equipment include tables, chairs, office desks and furniture, commercial kitchen appliances, cots, storage lockers and fire safety equipment. The project will be designed by a registered professional engineer and construction services procured through a sealed bid process.

Torrance County will purchase 2 Chevy Tahoes and 1 Silverado each year to maintain the Sheriff's Department fleet. The County has a diverse terrain and encompasses 4,400 square miles, and the Sheriff's Department is small. 4x4 vehicles are required to navigate the diverse terrain patrolled by the department. Due to the necessity of traveling over rough roads and terrain, patrol vehicles suffer a large amount of wear and tear. Due to the size of the County, high mileage is quickly attained. Regular purchases of vehicles are required to maintain the fleet. The County will utilize Statewide Pricing Agreements to purchase and equip the vehicles. Torrance County plans to purchase three Tahoes in FY 2020, and will apply for U.S. Department of Agriculture funding to supplement purchase costs. Torrance County is eligible for a maximum of 15 percent from the USDA.

13. Secured & Potential Funding Budget

[State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc. Amount Secured must match Funded to Date column in the Project Budget.]

Please complete table below with all secured and potential funding sources. (No decimals or dollar symbols \$) Instructions are available on the ICIP Data Entry manual, pages 17-18 which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amount Expended to Date	Date(s) Received	Comment
USDA	13,500	N				15% funding for 3 Tahoes for FY 2020
Appropriations	90,000	n/a				85% funding for 3 Tahoes for FY 2020
Totals	\$0.00		\$0.00	\$0.00		

14. **Project Budget.** Complete the Budget below. Include only unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amount secured listed in the Funding Budget. (No decimals or \$ signs.). All projects must include n amount not yet funded and cannot be Place Holder projects. Instructions available in the ICIP Data Entry manual, pages 19-22, which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

PROJECT BUDGET

Project Budget – Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts received above.

Category	Completed (Yes, No, N/A)	Funded to Date	2021	2022	2023	2024	2025	Total Project Cost
Water Rights	n/a							
Easements & ROW	n/a							
Acquisition	No	90,000	103,802	103,802	103,802	103,802	103,802	609,010
Archeological Studies	n/a							
Environmental Studies	n/a							
Planning	n/a							
Design (Engineer/Architect)	n/a							
Construction	n/a							
Furnishing/Equipment								
TOTALS		90,000	103,802	103,802	103,802	103,802	103,802	609,010
Amount Not Yet Funded		90,000	103,802	103,802	103,802	103,802	103,802	519,010

15. PHASING BUDGET

Can this project be phased? Y N (If yes, please complete table below if project is Multi-Phased)

Phasing- Please select Stand Alone or Multi Phase

Stand Alone

- A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

Multi-Phased

- A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.
- If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases.
- In addition each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase Number	Amount	Plan	Design	Construct	Furnish/Equip	Other (Water Rights, ROW, Easements, Acquisition)	# Months to Complete
Phase 1	103,802					103,802	2
Phase 2	103,802					103,802	2
Phase 3	103,802					103,802	2
Phase 4	103,802					103,802	2
Phase 5	103,802					103,802	2
Totals							

16. Has your local government/agency budgeted for operating expenses for the project when it is completed?

- Y If Yes – please complete operating budget below.
 N If No – please explain. (150 maximum characters)

Maintenance of Sheriff’s Department patrol fleet in annual budget.

ANNUAL OPERATING BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Operating Expenses plus Debt Service	55,000	55,000	55,000	55,000	55,000
Annual Operating Revenues					

17. Does the project lower operating costs? Y N

If yes, explain and provide estimates of operating savings. (Include amount of savings.)

By replacing older vehicles, the County will save money on less frequent repairs. Fuel efficiency continues to improve with newer vehicles.

18. Identify who will assume the following responsibilities related to this project
(50 maximum characters for each.)

Fiscal Agent: Torrance County

Own: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Operate: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Land: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Asset: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Maintain: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

19. Additional questions specifically on project.

(1.) Life Span – How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?

Please select

- 1-9 years
- 10-15 years
- 16 years or more.

(2.) Has the project had public input and buy-in? Y N

(3.) Is the project necessary to address population or client growth, and if so will it provide services to that population or clientele? Y N

(4.) Regionalism - Does the project directly benefit an entity other than itself? If yes, please list the other entity. Y N

More efficient vehicles helps us aid municipalities in the County, NM State Police, the U.S. Marshall's Office and the Forest Service.

(5.) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Y N

Sheriff Marty Rivera will select appropriate vehicles and equipment. Wayne Johnson, County Manager, will provide final approvals. Noah Sedillo, Chief Purchasing Officer, will oversee procurement.

(6.) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Y N

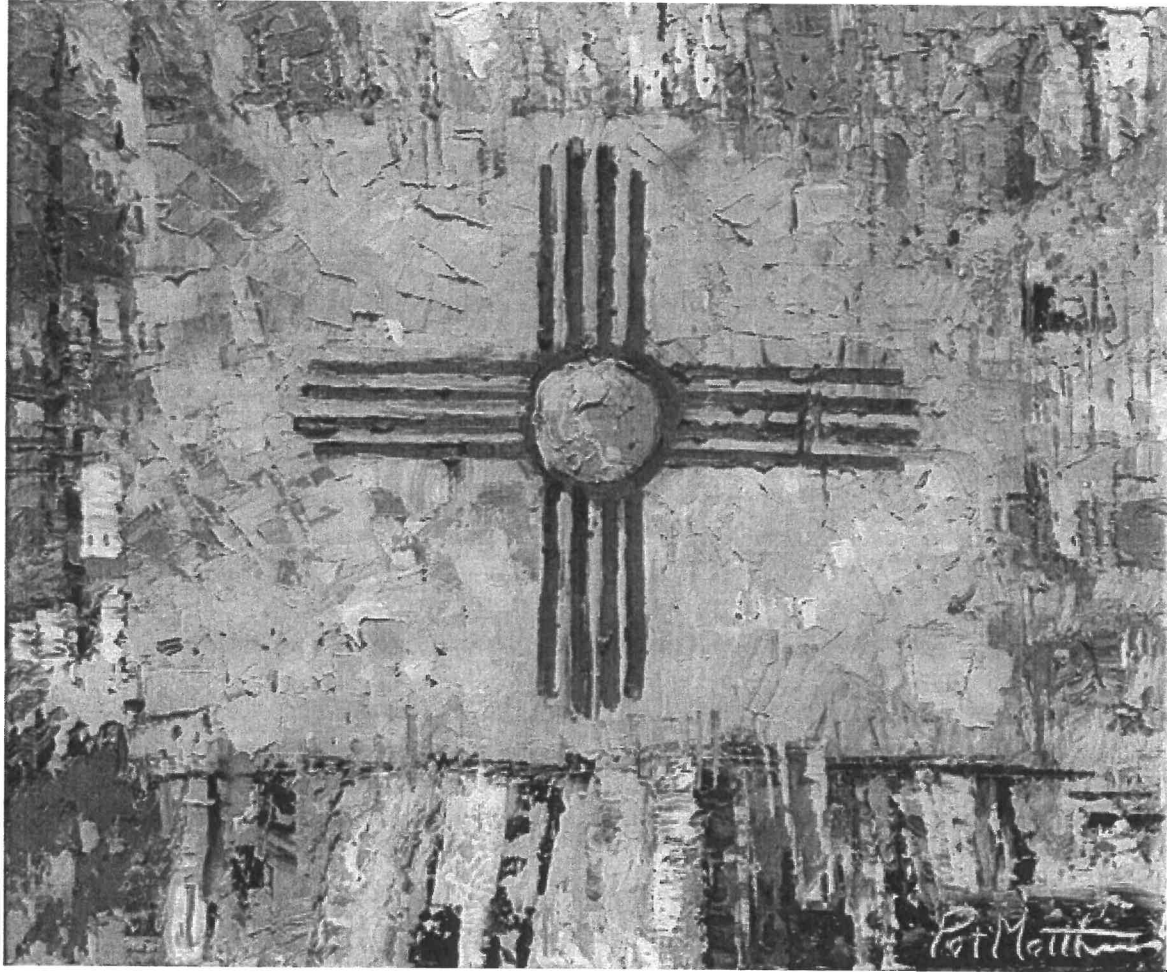
More efficient law enforcement helps draw new businesses.

(7.) Does the project benefit all citizens within a recognized region, district or political subdivision? Y N Provide the number of people the project will benefit. The project will benefit all citizens of Torrance County (population 15,500).

(8) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. (If mandatory, provide summary page of the Federal State or Judiciary Agency who issued the mandate, such as Declaration of Emergency, Administrative Order, Notice of Violation, or other.

Security Fencing

**FY 2021-2025 Infrastructure Capital Improvement Plan
ICIP Worksheets**



**Department of Finance & Administration
Local Government Division (DFA/LGD)**

FY 2021-2025 ICIP Worksheets

Project Profile For purposes of the ICIP, a project is any partially funded or unfunded capital improvement for which the entity plans to have funding in place during state fiscal years FY 2020-2024 (July 1, 2019 to June 30, 2024). **DO NOT INCLUDE ANY FULLY FUNDED PROJECTS or PLACEHOLDER PROJECTS.** This worksheet provides pages for only one FY 2020-2024 project. If you would like more blank worksheets for additional projects, please copy this form before you fill in the blanks. Information must be entered into the website. Do not submit these worksheets with the ICIP submission.

1. **Priority**-Please select High, Medium, or Low. (drop down list)
2. **Rank:** 2021-008 (The database will not allow you to list the same rank for multiple projects. The first 2021 top 5 projects listed may begin with preference if your entity is seeking State Capital Outlay funds or other state funding.)
3. **Title:** Provide a short succinct title. Example: Gold Street Improvements or WWTP Upgrades. Use sentence title structure - Senior Center Renovations. (50 maximum characters allowed)

Target Hardening (Security Fencing) of County Facilities to include Judicial Complex/Sheriff's Office, Fire Administration and our Regional 911 Dispatch Center Buildings.

4. **Contact Information:** (Please provide contact information of individual who can provide detailed information on the project) Project Contact Name: Belinda Garland Phone 505-221-2889 Email bgarland@tcnm.us
5. **Total project cost:** \$200,000 (Will auto populate when Project Budget is saved.)
6. **Proposed project start date:** September 2021
7. **Class:** (If your project is a new project you will choose the category – “New”. If you are upgrading or renovating an existing building, choose “Renovate/Repair; if you are relining lagoons or replacing waterline, choose Replacing Existing.) New ; Replacing Existing ; or Renovate/Repair
8. **Type:** (Choose one of the following categories. Note that several categories may fit your project; however, choose the BEST, most descriptive category. Each category includes buildings, vehicles, equipment, land acquisition, and other infrastructure. All categories apply to both state and local infrastructure unless otherwise indicated.)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Facilities
<input type="checkbox"/> Transportation
<input type="checkbox"/> Water | <input type="checkbox"/> Vehicles
<input type="checkbox"/> Equipment
<input type="checkbox"/> Other |
|--|--|

Subtype: Please select subtype that best fits project.

Facilities

- | | |
|--|--|
| <input checked="" type="checkbox"/> Administrative Facilities
<input type="checkbox"/> Arts (other than museums)
<input type="checkbox"/> Convention Facilities
<input type="checkbox"/> Cultural Facilities
<input type="checkbox"/> Daycare Facilities
<input type="checkbox"/> Domestic Violence Facilities
<input checked="" type="checkbox"/> Fire Facilities | <input type="checkbox"/> Health-Related Cap Infrastructure
<input type="checkbox"/> Housing-Related Cap Infrastructure
<input type="checkbox"/> Libraries
<input type="checkbox"/> Museums
<input type="checkbox"/> Senior Facilities
<input checked="" type="checkbox"/> Other |
|--|--|

Transportation

- Airports
- Bike/Pedestrian/Equestrian
- Highways/Roads/Bridges
- Lighting
- Medians
- Rest Areas
- Transit
- Other

Water

- Storm/Surface Water Control
- Wastewater
- Water Rights
- Water Supply
- Other

Vehicles

- Public Safety Vehicle
- Senior Facility Vehicle
- Other

Equipment

- Public Safety Equipment
- Senior Center Equipment
- Other

Other

- Landfills
- Solid Waste
- Utilities (publicly owned)
- Other

9. Project Location: MANDATORY.

(50 characters maximum) (Physical address or mid-point address if city/county wide project)

Address: 903 Fifth Main Street Buildings A and B, 753 Salt Missions Trail, and 205 South Ninth Street
 City: Estancia State: NM Zip: 87016

10. Latitude: 34.773085 Longitude: -106.056008 MANDATORY

(20 maximum characters allowed each) (Utilizing address listed in Project Location, go to

<http://itouchmap.com/latlong.html> or <http://www.gps-coordinates.net/> for Latitude and Longitude.) List in decimal degrees. Example: Latitude 35.683263; Longitude -105-942546.

- 11. Legislative Language:** (500 maximum characters allowed) Provide recommended Legislative language. Use descriptors, such as: "To Acquire" or "To plan and design" or "To design and construct" or "To equip and furnish" as well as what the project is, such as "a multipurpose center". Provide a broad statement of the work to be completed in this section. Include only specifics on the projected use of the requested funding. It is important to complete this section, as it is tied to how funding may be used. Type Response in Box.

To plan, design, and construct security fencing around the Torrance County Judicial/Sheriff's Complex, Fire Administration, Regional 911 Dispatch Center, and County Administration Fleet.

- 12. Scope of Work:** (2000 maximum characters allowed) Provide a brief description of work to be completed. Must match budget categories. (i.e., complete Environmental Studies, plan, design, and construct). Do not include justification for the project, only specifics on the project itself and any funds that may have already been expended, and what is being requested in order to complete next phase or complete the project. If street/roads/hwy. project, include street name(s).

Plan, design, and construct security fencing around our Judicial Complex, Sheriff's Office, Fire Administration and our Regional 911 Dispatch Center.

Security fencing is planned for the Torrance County Judicial/Sheriff's Complex, Fire Administration, Regional 911 Dispatch Center, and County Administration Fleet. Preliminary sketches have been completed, but the County will determine specific requirements for each facility and solidify property lines during planning and design. The Judicial/Sheriff's Complex and Fire Administration are located off State Highway 41 south of Estancia in a highly traveled area. They share a common entrance from the highway. A medical clinic shares the site and entrance. Fencing around the Judicial/Sheriff's Complex will be constructed in back of the building and include an electronic gate. Fencing will increase security during detainee drop-off and pick-up. Fencing will afford clinic staff and patients added protection. Perimeter fencing is planned for the Fire Administration building and parking lot to protect emergency personnel, emergency vehicles, and a secondary Emergency Operations Center (EOC). Fencing at the Regional 911 Dispatch Center will enclose the front parking lot and the backyard. An electronic gate will provide safe access to the parking lot. The building also houses the primary EOC. Fencing will help protect dispatchers and EOC team members who use the facility day and night. Fencing will also protect this critical infrastructure. Security fencing is planned to protect the vehicle fleet kept at the Torrance County Administration Building. Vehicles currently parked at the building are accessible to the public. Fencing would decrease the opportunity for vandalism and theft. Fencing at each facility would include minimum 6-foot-high galvanized chain link fence with a 2-inch, 9-gauge mesh. Plans include 1 5/8-inch top posts, 2-inch line posts, and 2 7/8-inch terminal posts. Pedestrian gates would be 4-foot wide with a transom. Double swing gates are planned for vehicle access. Pricing is based off current estimates at \$300-350 per foot.

13. Secured & Potential Funding Budget

[State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc. Amount Secured must match Funded to Date column in the Project Budget.]

Please complete table below with all secured and potential funding sources. (No decimals or dollar symbols \$) Instructions are available on the ICIP Data Entry manual, pages 17-18 which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amount Expended to Date	Date(s) Received	Comment
Totals	\$0.00		\$0.00	\$0.00		

14. **Project Budget.** Complete the Budget below. Include only unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amount secured listed in the Funding Budget. (No decimals or \$ signs.). All projects must include n amount not yet funded and cannot be Place Holder projects. Instructions available in the ICIP Data Entry manual, pages 19-22, which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

PROJECT BUDGET

Project Budget – Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts received above.

Category	Completed (Yes, No, N/A)	Funded to Date	2021	2022	2023	2024	2025	Total Project Cost
Water Rights	n/a							
Easements & ROW	n/a							
Acquisition	n/a							
Archeological Studies	n/a							
Environmental Studies	n/a							
Planning	No							
Design (Engineer/Architect)	No							
Construction	No	0	60,000	60,000	50,000	50,000		220,000
Furnishing/Equipment	n/a							
TOTALS			60,000	60,000	50,000	50,000		220,000
Amount Not Yet Funded			60,000	60,000	50,000	50,000		220,000

15. PHASING BUDGET

Can this project be phased? Y N (If yes, please complete table below if project is Multi-Phased)

Phasing- Please select Stand Alone or Multi Phase

Stand Alone

- A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

Multi-Phased

- A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.
- If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases.
- In addition each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase Number	Amount	Plan	Design	Construct	Furnish/Equip	Other (Water Rights, ROW, Easements, Acquisition)	# Months to Complete
Phase 1	60,000			60,000			4
Phase 2	58,000			58,000			4
Phase 3	50,000			50,000			4
Phase 4	50,000			50,000			4
Phase 5							
Totals	220,000			220,000			16

16. Has your local government/agency budgeted for operating expenses for the project when it is completed?

- Y If Yes – please complete operating budget below.
 N If No – please explain. (150 maximum characters)

Minimal operating expenses for maintenance of electronic gates and occasional repairs.

ANNUAL OPERATING BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Operating Expenses plus Debt Service	0	5,000	5,000	5,000	5,000
Annual Operating Revenues	0	0	0	0	0

17. Does the project lower operating costs? Y N

If yes, explain and provide estimates of operating savings. (Include amount of savings.)

18. Identify who will assume the following responsibilities related to this project
 (50 maximum characters for each.)

Fiscal Agent: Torrance County

Own: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Operate: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Land: _ Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Asset: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Maintain: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

19. Additional questions specifically on project.

(1.) Life Span – How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?

Please select

- 1-9 years
 10-15 years
 16 years or more.

(2.) Has the project had public input and buy-in? Y N

(3.) Is the project necessary to address population or client growth, and if so will it provide services to that population or clientele? Y N

(4.) Regionalism - Does the project directly benefit an entity other than itself? If yes, please list the other entity. Y N

The Sheriff's Department and Dispatch work with ICE and the U.S. Marshall's Office.

(5.) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Y N

Nick Sedillo, Operations Manager, will oversee planning, design, and construction. Wayne Johnson, County Manager, will provide final approvals. Noah Sedillo, Chief Purchasing Officer, will oversee procurement.

(6.) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Y N

Making County vehicles more secure is less cost for public funds.

(7.) Does the project benefit all citizens within a recognized region, district or political subdivision? Y N Provide the number of people the project will benefit. The project will benefit all citizens of Torrance County (population 15,500).

(8.) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. (If mandatory, provide summary page of the Federal State or Judiciary Agency who issued the mandate, such as Declaration of Emergency, Administrative Order, Notice of Violation, or other.

**FY 2021-2025 Infrastructure Capital Improvement Plan
ICIP Worksheets**



**Department of Finance & Administration
Local Government Division (DFA/LGD)**

407 Galisteo, Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501

The ICIP database is available at <http://www.state.nm.us/capitalprojects/>

Project Profile For purposes of the ICIP, a project is any partially funded or unfunded capital improvement for which the entity plans to have funding in place during state fiscal years FY 2020-2024 (July 1, 2019 to June 30, 2024). **DO NOT INCLUDE ANY FULLY FUNDED PROJECTS or PLACEHOLDER PROJECTS.** This worksheet provides pages for only one FY 2020-2024 project. If you would like more blank worksheets for additional projects, please copy this form before you fill in the blanks. Information must be entered into the website. Do not submit these worksheets with the ICIP submission.

- Priority**-Please select High, Medium, or Low. (drop down list)
- Rank:** 2021-009 (The database will not allow you to list the same rank for multiple projects. The first 2021 top 5 projects listed may begin with preference if your entity is seeking State Capital Outlay funds or other state funding.)
- Title:** Provide a short succinct title. Example: Gold Street Improvements or WWTP Upgrades. Use sentence title structure - Senior Center Renovations. (50 maximum characters allowed)

Estancia Valley Heritage Center Complex

- Contact Information:** (Please provide contact information of individual who can provide detailed information on the project) Project Contact Name: Belinda Garland Phone: 505-221-2889 Email: bgarland@tcnm.us
- Total project cost:** _____ (Will auto populate when Project Budget is saved.)
- Proposed project start date:** September 2020
- Class:** (If your project is a new project you will choose the category – “New”. If you are upgrading or renovating an existing building, choose “Renovate/Repair; if you are relining lagoons or replacing waterline, choose Replacing Existing.) New ; Replacing Existing ; or Renovate/Repair
- Type:** (Choose one of the following categories. Note that several categories may fit your project; however, choose the BEST, most descriptive category. Each category includes buildings, vehicles, equipment, land acquisition, and other infrastructure. All categories apply to both state and local infrastructure unless otherwise indicated.)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Facilities | <input type="checkbox"/> Vehicles |
| <input type="checkbox"/> Transportation | <input type="checkbox"/> Equipment |
| <input type="checkbox"/> Water | <input type="checkbox"/> Other |

Subtype: Please select subtype that best fits project.

Facilities

- | | |
|---|---|
| <input type="checkbox"/> Administrative Facilities | <input type="checkbox"/> Health-Related Cap Infrastructure |
| <input type="checkbox"/> Arts (other than museums) | <input type="checkbox"/> Housing-Related Cap Infrastructure |
| <input type="checkbox"/> Convention Facilities | <input type="checkbox"/> Libraries |
| <input checked="" type="checkbox"/> Cultural Facilities | <input type="checkbox"/> Museums |
| <input type="checkbox"/> Daycare Facilities | <input type="checkbox"/> Senior Facilities |
| <input type="checkbox"/> Domestic Violence Facilities | <input type="checkbox"/> Other |
| <input type="checkbox"/> Fire Facilities | |

Transportation

- Airports
- Bike/Pedestrian/Equestrian
- Highways/Roads/Bridges
- Lighting
- Medians
- Rest Areas
- Transit
- Other

Water

- Storm/Surface Water Control
- Wastewater
- Water Rights
- Water Supply
- Other

Vehicles

- Public Safety Vehicle
- Senior Facility Vehicle
- Other

Equipment

- Public Safety Equipment
- Senior Center Equipment
- Other

Other

- Landfills
- Solid Waste
- Utilities (publicly owned)
- Other

9. Project Location: MANDATORY.

(50 characters maximum) (Physical address or mid-point address if city/county wide project)

Address: Torrance County Fair Grounds, Address: 715 South Tenth St

City: Estancia State: NM Zip: 87016

10. Latitude: 34.755519 Longitude: -106.06349 MANDATORY

(20 maximum characters allowed each) (Utilizing address listed in Project Location, go to <http://itouchmap.com/latlong.html> or <http://www.gps-coordinates.net/> for Latitude and Longitude.) List in decimal degrees. Example: Latitude 35.683263; Longitude -105-942546.

11. Legislative Language: (500 maximum characters allowed) Provide recommended Legislative language. Use descriptors, such as: "To Acquire" or "To plan and design" or "To design and construct" or "To equip and furnish" as well as what the project is, such as "a multipurpose center". Provide a broad statement of the work to be completed in this section. Include only specifics on the projected use of the requested funding. It is important to complete this section, as it is tied to how funding may be used. Type Response in Box.

Example: To plan, design, construct, furnish and equip a new Fire Station for the City of _____, City, State, in _____ County.

To plan, design, construct, furnish and equip the Estancia Valley Heritage Center Complex

12. Scope of Work: (2000 maximum characters allowed) Provide a brief description of work to be completed. Must match budget categories. (i.e., complete Environmental Studies, plan, design, and construct). Do not include justification for the project, only specifics on the project itself and any funds that may have already been expended, and what is being requested in order to complete next phase or complete the project. If street/roads/hwy. project, include street name(s).

Example – New Fire Station

Plan, design, and construct a new Fire Station. The building will be 10,000 sq. ft. pre-engineered metal building with a cultured stone/EIFS finish on exposed exterior areas, with two "40' X 80' apparatus bays. The project will be completed in three phases. Phase I will include the easements, cultural resource inventory, environmental assessment, the planning, design and the first half of the construction. The phase will take 12 months with some of the studies being completed concurrently. Phase II consists of the second half of the construction and will be completed in 12 months. Phase III will include the purchase of furnishings and equipment to include furnishings and equipment include tables, chairs, office desks and furniture,

commercial kitchen appliances, cots, storage lockers and fire safety equipment. The project will be designed by a registered professional engineer and construction services procured through a sealed bid process.

Torrance County will plan, design, construct, and furnish the Estancia Valley Heritage Center Complex. The complex will feature a museum, recreational center, and agricultural exhibit. The museum will include a lobby and four exhibit areas: Prehistoric-19th Century Native American cultures, Hispanic Settlers, Anglo-American pioneers, and A Shared History. Informational tours, guest lectures, workshops, drama performances, and ceremonials are anticipated activities. The recreational area would be a revitalized version of the Torrance County Fair Grounds where events could be hosted and buildings rented for private use. The agricultural component would be a working farm with operation possibly managed with NMSU and the East Torrance Soil & Water Conversation District. The County intends to capitalize on the 35,000-50,000 tourists which the National Park Service attracts to the Quarai, Abo, and Gran Quivira ruins. As part of the complex, a board walk would be constructed at the salt lakes. First phase of the project would be conducting a feasibility study to confirm the center would attract enough stakeholders, contributors, and tourists to allow the facility to be maintained. A committee will be established to guide the project.

13. Secured & Potential Funding Budget

[State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc. Amount Secured must match Funded to Date column in the Project Budget.]

Please complete table below with all secured and potential funding sources. (No decimals or dollar symbols \$) Instructions are available on the ICIP Data Entry manual, pages 17-18 which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amount Expended to Date	Date(s) Received	Comment
Capital Outlay		N				
USDA		N				
NMDFA		N				
CDBG		N				
NM Tourism Dept		N				
PILT						
Totals	\$0.00		\$0.00	\$0.00		

14. **Project Budget.** Complete the Budget below. Include only unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amount secured listed in the Funding Budget. (No decimals or \$ signs.). All projects must include n amount not yet funded and cannot be Place Holder projects. Instructions available in the ICIP Data Entry manual, pages 19-22, which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

PROJECT BUDGET

Project Budget – Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts received above.

Category	Completed (Yes, No, N/A)	Funded to Date	2021	2022	2023	2024	2025	Total Project Cost
Water Rights	No							
Easements & ROW	No							
Acquisition	No							
Archeological Studies	No							
Environmental Studies	No							
Planning	No		50,000					50,000
Design (Engineer/Architect)	No			100,000				100,000
Construction	No				3,200,000			3,200,000
Furnishing/Equipment	No							
TOTALS								
Amount Not Yet Funded			50,000	100,000	3,200,000			3,350,000

15. PHASING BUDGET

Can this project be phased? Y N (If yes, please complete table below if project is Multi-Phased)

Phasing- Please select Stand Alone or Multi Phase

- Stand Alone**
 - A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.
- Multi-Phased**
 - A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.
 - If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases.
 - In addition each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase Number	Amount	Plan	Design	Construct	Furnish/Equip	Other (Water Rights, ROW, Easements, Acquisition)	# Months to Complete
Phase 1	50,000	50,000					12
Phase 2			100,000				12
Phase 3				3,200,000			24
Phase 4							6
Phase 5							
Totals							

16. Has your local government/agency budgeted for operating expenses for the project when it is completed?

- Y If Yes – please complete operating budget below.
 N If No – please explain. (150 maximum characters)

Need to determine feasibility as first step.

ANNUAL OPERATING BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Operating Expenses plus Debt Service	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Annual Operating Revenues	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

17. Does the project lower operating costs? Y N

If yes, explain and provide estimates of operating savings. (Include amount of savings.)

18. Identify who will assume the following responsibilities related to this project
(50 maximum characters for each.)

Fiscal Agent: Torrance County

Own: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Operate: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Land: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Asset: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Maintain: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

19. Additional questions specifically on project.

(1.) Life Span – How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?

Please select

- 1-9 years
- 10-15 years
- 16 years or more.

(2.) Has the project had public input and buy-in? Y N

(3.) Is the project necessary to address population or client growth, and if so will it provide services to that population or clientele? Y N

(4.) Regionalism - Does the project directly benefit an entity other than itself? If yes, please list the other entity. Y N

The Complex will attract a wide-range of tourists.

(5.) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Y N

A Committee will guide the project. Nick Sedillo, Operations Manager, and the planning committee will oversee planning and design. Nick Sedillo, Operations Manager, and Belinda Garland, Deputy County Manager, will oversee construction. Wayne Johnson, County Manager, will provide final approvals. Noah Sedillo, Chief Purchasing Officer, will oversee procurement.

(6.) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Y N

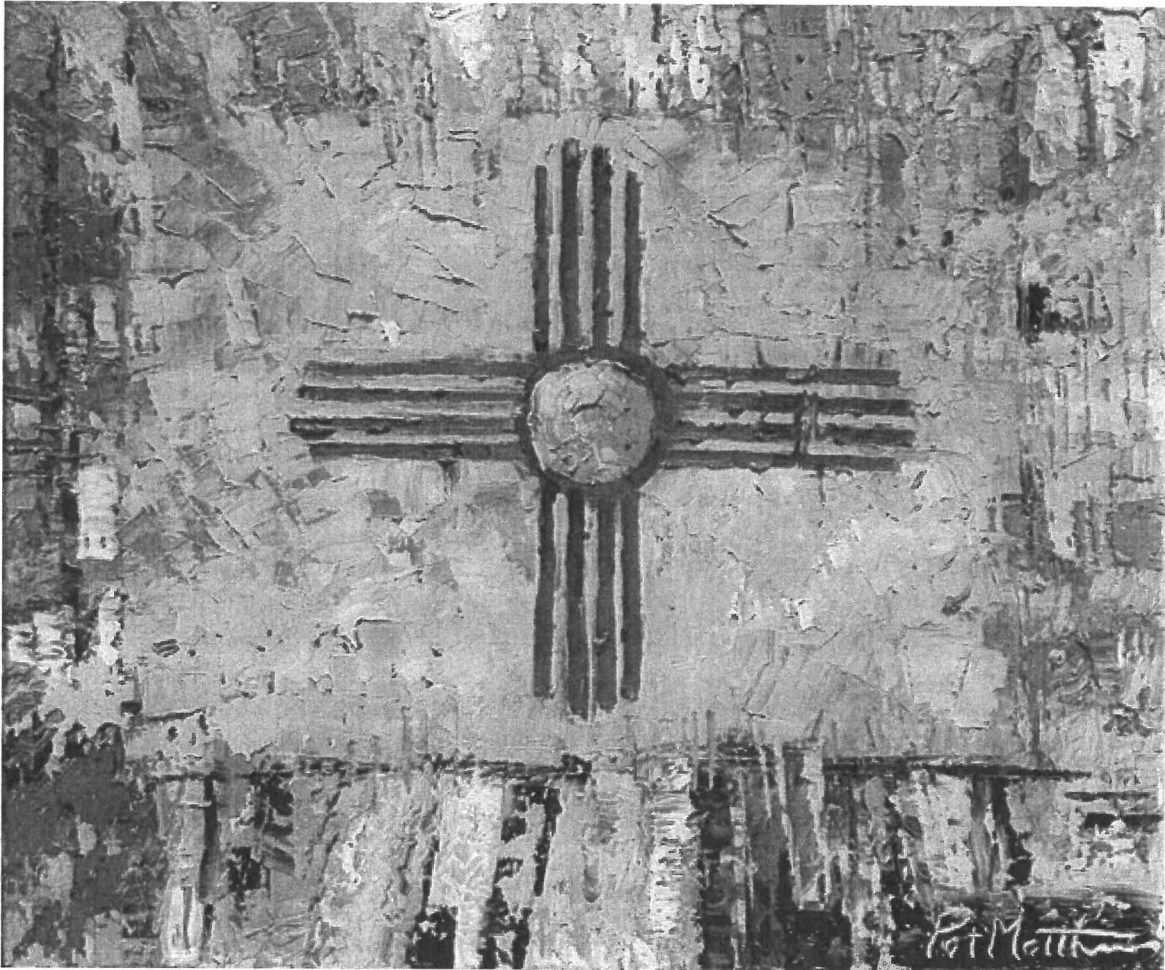
The Complex will attract a wide-range of tourists which will need the services of businesses in Torrance County and surrounding counties.

(7.) Does the project benefit all citizens within a recognized region, district or political subdivision? Y N Provide the number of people the project will benefit. The project will benefit all citizens of Torrance County (population 15,500) plus tourists.

(8.) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. (If mandatory, provide summary page of the Federal State or Judiciary Agency who issued

the mandate, such as Declaration of Emergency, Administrative Order, Notice of Violation, or other.

**FY 2021-2025 Infrastructure Capital Improvement Plan
ICIP Worksheets**



**Department of Finance & Administration
Local Government Division (DFA/LGD)**

407 Galisteo, Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501

The ICIP database is available at <http://www.state.nm.us/capitalprojects/>

Project Profile For purposes of the ICIP, a project is any partially funded or unfunded capital improvement for which the entity plans to have funding in place during state fiscal years FY 2020-2024 (July 1, 2019 to June 30, 2024). **DO NOT INCLUDE ANY FULLY FUNDED PROJECTS or PLACEHOLDER PROJECTS.** This worksheet provides pages for only one FY 2020-2024 project. If you would like more blank worksheets for additional projects, please copy this form before you fill in the blanks. Information must be entered into the website. Do not submit these worksheets with the ICIP submission.

1. **Priority**-Please select High, Medium, or Low. (drop down list)
2. **Rank**:): 2021-010 (The database will not allow you to list the same rank for multiple projects. The first 2021 top 5 projects listed may begin with preference if your entity is seeking State Capital Outlay funds or other state funding.)
3. **Title**: Provide a short succinct title. Example: Gold Street Improvements or WWTP Upgrades. Use sentence title structure - Senior Center Renovations. (50 maximum characters allowed)

Torreon Community Renovation Project

4. **Contact Information**: (Please provide contact information of individual who can provide detailed information on the project) Project Contact Name: Leroy Alderete Phone: 505-400-8625 Email: leroyalderete@icloud.com
5. **Total project cost**: 175,000 (Will auto populate when Project Budget is saved.)
6. **Proposed project start date**: July 2021 Example, July 2021.
7. **Class**: (If your project is a new project you will choose the category – “New”. If you are upgrading or renovating an existing building, choose “Renovate/Repair; if you are relining lagoons or replacing waterline, choose Replacing Existing.) New ; Replacing Existing ; or Renovate/Repair
8. **Type**: (Choose one of the following categories. Note that several categories may fit your project; however, choose the BEST, most descriptive category. Each category includes buildings, vehicles, equipment, land acquisition, and other infrastructure. All categories apply to both state and local infrastructure unless otherwise indicated.)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Facilities | <input type="checkbox"/> Vehicles |
| <input type="checkbox"/> Transportation | <input type="checkbox"/> Equipment |
| <input checked="" type="checkbox"/> Water | <input type="checkbox"/> Other |

Subtype: Please select subtype that best fits project.

Facilities

- | | |
|---|---|
| <input type="checkbox"/> Administrative Facilities | <input type="checkbox"/> Health-Related Cap Infrastructure |
| <input type="checkbox"/> Arts (other than museums) | <input type="checkbox"/> Housing-Related Cap Infrastructure |
| <input type="checkbox"/> Convention Facilities | <input type="checkbox"/> Libraries |
| <input type="checkbox"/> Cultural Facilities | <input type="checkbox"/> Museums |
| <input type="checkbox"/> Daycare Facilities | <input type="checkbox"/> Senior Facilities |
| <input type="checkbox"/> Domestic Violence Facilities | <input checked="" type="checkbox"/> Other |
| <input type="checkbox"/> Fire Facilities | |

Transportation

- Airports
- Bike/Pedestrian/Equestrian
- Highways/Roads/Bridges
- Lighting
- Medians
- Rest Areas
- Transit
- Other

Water

- Storm/Surface Water Control
- Wastewater
- Water Rights
- Water Supply
- Other

Vehicles

- Public Safety Vehicle
- Senior Facility Vehicle
- Other

Equipment

- Public Safety Equipment
- Senior Center Equipment
- Other

Other

- Landfills
- Solid Waste
- Utilities (publicly owned)
- Other

9. Project Location: MANDATORY.

(50 characters maximum) (Physical address or mid-point address if city/county wide project)

Address: 11 Torreon Heights

City: Torreon State: NM Zip: 87061

10. Latitude: 34.772881 Longitude: -106.055846 MANDATORY

11. Legislative Language: (500 maximum characters allowed) Provide recommended Legislative language. Use descriptors, such as: "To Acquire" or "To plan and design" or "To design and construct" or "To equip and furnish" as well as what the project is, such as "a multipurpose center". Provide a broad statement of the work to be completed in this section. Include only specifics on the projected use of the requested funding. It is important to complete this section, as it is tied to how funding may be used. Type Response in Box.

Example: To plan, design, construct, furnish and equip a new Fire Station for the City of _____, City, State, in _____ County.

1. To plan and drill a new well for the Torreon Mutual Domestic Water Association.
2. To design and renovate Commercial Kitchen to upgrade appliances, ventilation and electrical wiring
3. To design and renovate the bathroom to meet ADA requirements
4. To renovate upgraded HVAC to include refrigerated air conditioning and heating
5. To renovate stucco to exterior of building

12. Scope of Work: (2000 maximum characters allowed) Provide a brief description of work to be completed. Must match budget categories. (i.e., complete Environmental Studies, plan, design, and construct). Do not include justification for the project, only specifics on the project itself and any funds that may have already been expended, and what is being requested in order to complete next phase or complete the project. If street/roads/hwy. project, include street name(s).

Example – New Fire Station

Plan, design, and construct a new Fire Station. The building will be 10,000 sq. ft. pre-engineered metal building with a cultured stone/EIFS finish on exposed exterior areas, with two "40' X 80' apparatus bays. The project will be completed in three phases. Phase I will include the easements, cultural resource inventory, environmental assessment, the planning, design and the first half of the construction. The phase will take 12 months with some of the studies being completed concurrently.

Phase II consists of the second half of the construction and will be completed in 12 months. Phase III will include the purchase of furnishings and equipment to include furnishings and equipment include tables, chairs, office desks and furniture, commercial kitchen appliances, cots, storage lockers and fire safety equipment. The project will be designed by a registered professional engineer and construction services procured through a sealed bid process.

The Torreon Community Renovation Project will be done as a single project. It will allow the Torreon Mutual Domestic Water Consumer Association to plan and drill new well for Torreon. The existing system is barely meeting the needs and requirements for the current households and does not allow for growth. The current well was drilled to 200 feet. The new well's estimated depth is 300-400 feet which will increase capacity and will be fitted with a pump that has the ability to pump 50 gallons per minute.

The commercial kitchen upgrade is planned to upgrade appliances, ventilation, and wiring to meet 2017 Food Code with the changes made and issued in January 2019.

The bathroom upgrade is required to install ADA-compliant restrooms.

The heating and cooling unit will be upgraded to include refrigerated air conditioning and more energy efficient heating.

The exterior wall of the building requires new stucco. Stucco is versatile, cost effective, and durable. A one-inch layer could effectively ass a one-hour fire rating to a wall, which is extremely important due to the location of the building at the base of the Manzano Mountains, where several wildfires have occurred.

The project will begin when funding become available and will take one year to complete.

13. Secured & Potential Funding Budget

[State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc. Amount Secured must match Funded to Date column in the Project Budget.]

Please complete table below with all secured and potential funding sources. (No decimals or dollar symbols \$) Instructions are available on the ICIP Data Entry manual, pages 17-18 which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amount Expended to Date	Date(s) Received	Comment
SDA Rural Dev	50,000	Y	0	0	0	Waiting to hear from USDA
Totals	\$0.00		\$0.00	\$0.00		

14. **Project Budget.** Complete the Budget below. Include only unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amount secured listed in the Funding Budget. (No decimals or \$ signs.) All projects must include n amount not yet funded and cannot be Place Holder projects. Instructions available in the ICIP Data Entry manual, pages 19-22, which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

PROJECT BUDGET

Project Budget – Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts received above.

Category	Completed (Yes, No, N/A)	Funded to Date	2021	2022	2023	2024	2025	Total Project Cost
Water Rights	n/a							
Easements & ROW	n/a							
Acquisition	n/a							
Archeological Studies	n/a							
Environmental Studies	n/a							
Planning	n/a							
Design (Engineer/Architect)	No	0	10,000					10,000
Construction	No	0	140,000					140,000
Furnishing/Equipment	No	0	25,000					25,000
TOTALS		0	175,000					175,000
Amount Not Yet Funded			175,000					175,000

15. PHASING BUDGET

Can this project be phased? Y N (If yes, please complete table below if project is Multi-Phased)

Phasing- Please select Stand Alone or Multi Phase

Stand Alone

- A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

Multi-Phased

- A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.
- If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases.
- In addition each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase Number	Amount	Plan	Design	Construct	Furnish/Equip	Other (Water Rights, ROW, Easements, Acquisition)	# Months to Complete
Phase 1							
Phase 2							
Phase 3							
Phase 4							
Phase 5							
Totals							

16. Has your local government/agency budgeted for operating expenses for the project when it is completed?

- Y If Yes – please complete operating budget below.
 N If No – please explain. (150 maximum characters)

No additional expenses expected following renovations.

ANNUAL OPERATING BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Operating Expenses plus Debt Service	13,900	13,900	13,900	13,900	13,900
Annual Operating Revenues	12,600	12,600	12,600	12,600	12,600

17. Does the project lower operating costs? Y N

If yes, explain and provide estimates of operating savings. (Include amount of savings.)

Savings of repairs on existing well when new well is drilled and operational. Operating costs will decrease for heating and cooling with new HVAC system.

18. Identify who will assume the following responsibilities related to this project
(50 maximum characters for each.)

Fiscal Agent: Torreon Mutual Domestic Water Consumers Associated

Own: Torreon Mutual Domestic Water Consumers Associated

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Operate: Torreon Mutual Domestic Water Consumers Associated

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Land: Torreon Mutual Domestic Water Consumers Associated

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Asset: Torreon Mutual Domestic Water Consumers Associated

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Maintain: Torreon Mutual Domestic Water Consumers Associated

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

19. Additional questions specifically on project.

(1.) Life Span – How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?

Please select

- 1-9 years
 10-15 years
 16 years or more.

(2.) Has the project had public input and buy-in? Y N

(3.) Is the project necessary to address population or client growth, and if so will it provide services to that population or clientele? Y N

(4.) Regionalism - Does the project directly benefit an entity other than itself? If yes, please list the other entity. Y N

These renovations will benefit the entire Torreon community by providing adequate drinking water for consumers. Renovations will allow the community to continue meetings, dances, and other activities at the community center.

(5.) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Y N

The president of the Torreon Mutual Domestic Water Consumers Association will be available daily to oversee that projects are complete timely.

(6.) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Y N

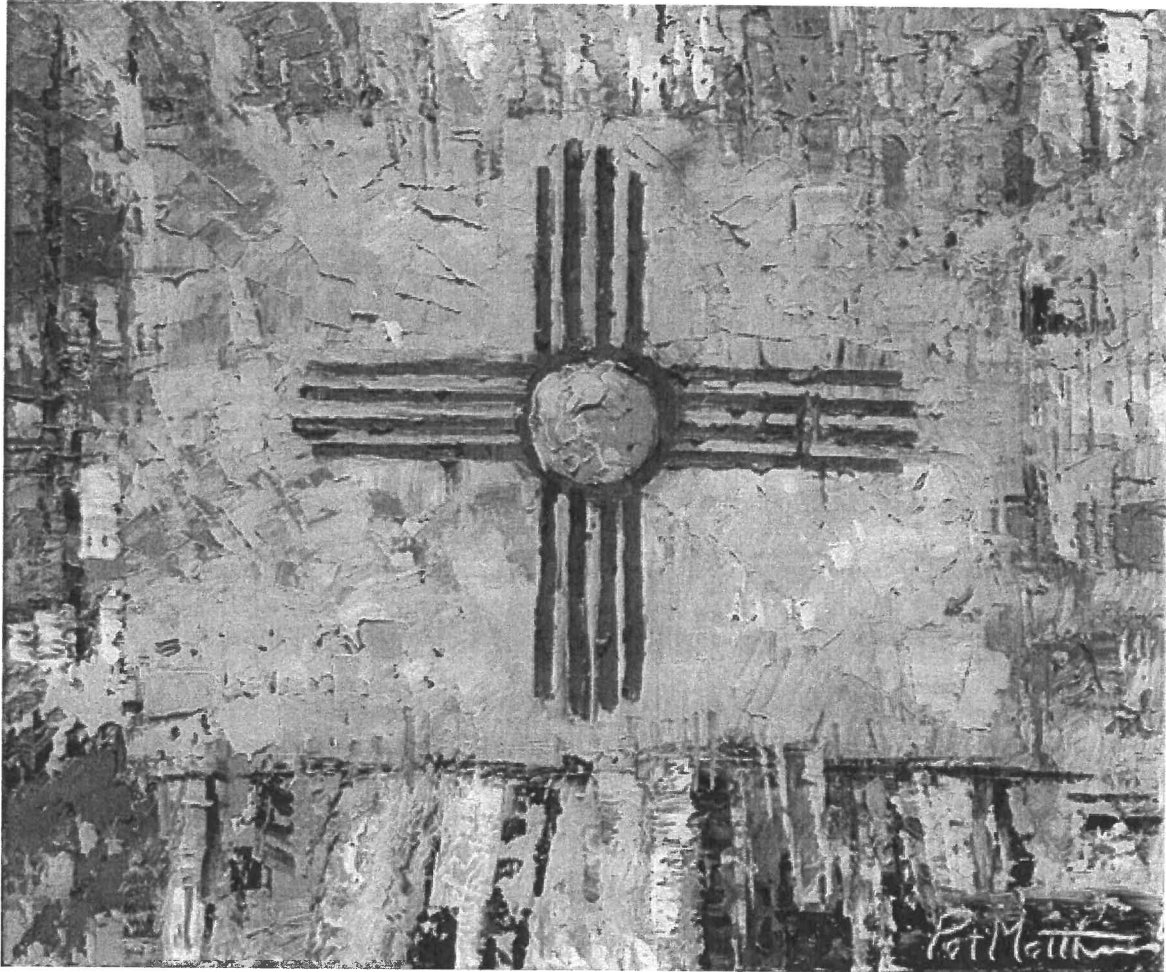
With the renovations, Torreon will be able to sustain some growth and ensure current landowners to maintain their residence. This will allow landowners to keep local employment and keep their children in our rural schools. This will enhance the economic sustainability to small business in Torrance County.

(7.) Does the project benefit all citizens within a recognized region, district or political subdivision? Y N Provide the number of people the project will benefit. 244

(8.) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. (If mandatory, provide summary page of the Federal State or Judiciary Agency who issued the mandate, such as Declaration of Emergency, Administrative Order, Notice of Violation, or other.

No

**FY 2021-2025 Infrastructure Capital Improvement Plan
ICIP Worksheets**



**Department of Finance & Administration
Local Government Division (DFA/LGD)**

407 Galisteo, Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501

The ICIP database is available at <http://www.state.nm.us/capitalprojects/>

Project Profile For purposes of the ICIP, a project is any partially funded or unfunded capital improvement for which the entity plans to have funding in place during state fiscal years FY 2020-2024 (July 1, 2019 to June 30, 2024). **DO NOT INCLUDE ANY FULLY FUNDED PROJECTS or PLACEHOLDER PROJECTS.** This worksheet provides pages for only one FY 2020-2024 project. If you would like more blank worksheets for additional projects, please copy this form before you fill in the blanks. Information must be entered into the website. Do not submit these worksheets with the ICIP submission.

1. **Priority**-Please select High, Medium, or Low. (drop down list)
2. **Rank:** 2021-011 (The database will not allow you to list the same rank for multiple projects. The first 2021 top 5 projects listed may begin with preference if your entity is seeking State Capital Outlay funds or other state funding.)
3. **Title:** Provide a short succinct title. Example: Gold Street Improvements or WWTP Upgrades. Use sentence title structure - Senior Center Renovations. (50 maximum characters allowed)

Records Restoration and Preservation of Historical Records in the Office of the County Clerk

4. **Contact Information:** (Please provide contact information of individual who can provide detailed information on the project) Project Contact Name: Belinda Garland Phone: 505-221-2889 Email bgarland@tcnm.us
5. **Total project cost:** _____ (Will auto populate when Project Budget is saved.)
6. **Proposed project start date:** August 2020 .
7. **Class:** (If your project is a new project you will choose the category – “New”. If you are upgrading or renovating an existing building, choose “Renovate/Repair; if you are relining lagoons or replacing waterline, choose Replacing Existing.) New ; Replacing Existing ; or Renovate/Repair
8. **Type:** (Choose one of the following categories. Note that several categories may fit your project; however, choose the BEST, most descriptive category. Each category includes buildings, vehicles, equipment, land acquisition, and other infrastructure. All categories apply to both state and local infrastructure unless otherwise indicated.)

- | | |
|--|--|
| <input type="checkbox"/> Facilities | <input type="checkbox"/> Vehicles |
| <input type="checkbox"/> Transportation | <input type="checkbox"/> Equipment |
| <input type="checkbox"/> Water | <input checked="" type="checkbox"/> Other |

Subtype: Please select subtype that best fits project.

Facilities

- | | |
|---|---|
| <input type="checkbox"/> Administrative Facilities | <input type="checkbox"/> Health-Related Cap Infrastructure |
| <input type="checkbox"/> Arts (other than museums) | <input type="checkbox"/> Housing-Related Cap Infrastructure |
| <input type="checkbox"/> Convention Facilities | <input type="checkbox"/> Libraries |
| <input type="checkbox"/> Cultural Facilities | <input type="checkbox"/> Museums |
| <input type="checkbox"/> Daycare Facilities | <input type="checkbox"/> Senior Facilities |
| <input type="checkbox"/> Domestic Violence Facilities | <input type="checkbox"/> Other |
| <input type="checkbox"/> Fire Facilities | |

Transportation

- Airports
- Bike/Pedestrian/Equestrian
- Highways/Roads/Bridges
- Lighting
- Medians
- Rest Areas
- Transit
- Other

Water

- Storm/Surface Water Control
- Wastewater
- Water Rights
- Water Supply
- Other

Vehicles

- Public Safety Vehicle
- Senior Facility Vehicle
- Other

Equipment

- Public Safety Equipment
- Senior Center Equipment
- Other

Other

- Landfills
- Solid Waste
- Utilities (publicly owned)
- Other

9. Project Location: MANDATORY.

(50 characters maximum) (Physical address or mid-point address if city/county wide project)

Address: 205 South Ninth St

City: Estancia State: NM Zip: 87016

10. Latitude: 34.759545 Longitude: -106.063507 MANDATORY

11. Legislative Language: (500 maximum characters allowed) Provide recommended Legislative language. Use descriptors, such as: "To Acquire" or "To plan and design" or "To design and construct" or "To equip and furnish" as well as what the project is, such as "a multipurpose center". Provide a broad statement of the work to be completed in this section. Include only specifics on the projected use of the requested funding. It is important to complete this section, as it is tied to how funding may be used. Type Response in Box.

Example: To plan, design, construct, furnish and equip a new Fire Station for the City of _____, City, State, in _____ County.

To restore and preserve historical records in the Office of the County Clerk.

12. Scope of Work: (2000 maximum characters allowed) Provide a brief description of work to be completed. Must match budget categories. (i.e., complete Environmental Studies, plan, design, and construct). Do not include justification for the project, only specifics on the project itself and any funds that may have already been expended, and what is being requested in order to complete next phase or complete the project. If street/roads/hwy. project, include street name(s).

Example – New Fire Station

Plan, design, and construct a new Fire Station. The building will be 10,000 sq. ft. pre-engineered metal building with a cultured stone/EIFS finish on exposed exterior areas, with two "40' X 80' apparatus bays. The project will be completed in three phases. Phase I will include the easements, cultural resource inventory, environmental assessment, the planning, design and the first half of the construction. The phase will take 12 months with some of the studies being completed concurrently. Phase II consists of the second half of the construction and will be completed in 12 months. Phase III will include the purchase of furnishings and equipment to include furnishings and equipment include tables, chairs, office desks and furniture, commercial kitchen appliances, cots, storage lockers and fire safety equipment. The project will be designed by a registered professional engineer and construction services procured through a sealed bid process.

Torrance County plans to restore deteriorating historical records in the Office of the County Clerk. The Clerk's office maintains records back to 1910. Records prior to 1910 were destroyed in a fire. The County will have six books fully restored. During the process the books will be digitized and repaired. The books will be returned with protective sleeve covers applied to each page. Partial restoration is required for 94 books. Partial restoration includes digitization and application of protective sleeves. Back-ups for these older records do not exist. The records are frequently used by constituents of the county and people who live outside the county for genealogical and legal research.

13. Secured & Potential Funding Budget

[State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc. Amount Secured must match Funded to Date column in the Project Budget.]

Please complete table below with all secured and potential funding sources. (No decimals or dollar symbols \$) Instructions are available on the ICIP Data Entry manual, pages 17-18 which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amount Expended to Date	Date(s) Received	Comment
Totals	\$56,000		\$0.00	\$0.00		

14. **Project Budget.** Complete the Budget below. Include only unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amount secured listed in the Funding Budget. (No decimals or \$ signs.) All projects must include n amount not yet funded and cannot be Place Holder projects. Instructions available in the ICIP Data Entry manual, pages 19-22, which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

PROJECT BUDGET

Project Budget – Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts received above.

Category	Completed (Yes, No, N/A)	Funded to Date	2021	2022	2023	2024	2025	Total Project Cost
Water Rights	n/a							
Easements & ROW	n/a							
Acquisition	n/a							
Archeological Studies	n/a							
Environmental Studies	n/a							
Planning	n/a							
Design (Engineer/Architect)	n/a							
Construction	n/a							
Furnishing/Equipment	60,000	0	60,000					60,000
TOTALS								
			60,000					60,000
Amount Not Yet Funded			60,000					60,000

15. PHASING BUDGET

Can this project be phased? Y N (If yes, please complete table below if project is Multi-Phased)

Phasing- Please select Stand Alone or Multi Phase

Stand Alone

- A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

Multi-Phased

- A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.
- If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases.
- In addition each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase Number	Amount	Plan	Design	Construct	Furnish/Equip	Other (Water Rights, ROW, Easements, Acquisition)	# Months to Complete
Phase 1							
Phase 2							
Phase 3							
Phase 4							
Phase 5							
Totals							

16. Has your local government/agency budgeted for operating expenses for the project when it is completed?

- Y If Yes – please complete operating budget below.
 N If No – please explain. (150 maximum characters)

No operating expenses expected following project completion.

ANNUAL OPERATING BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Operating Expenses plus Debt Service	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Annual Operating Revenues	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

- 17. Does the project lower operating costs?** Y N
 If yes, explain and provide estimates of operating savings. (Include amount of savings.)

- 18. Identify who will assume the following responsibilities related to this project**
 (50 maximum characters for each.)

Fiscal Agent: Torrance County

Own: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Operate: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Land: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Asset: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Maintain: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

19. Additional questions specifically on project.

(1.) Life Span – How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?

Please select

- 1-9 years
 10-15 years
 16 years or more.

(2.) Has the project had public input and buy-in? Y N

(3.) Is the project necessary to address population or client growth, and if so will it provide services to that population or clientele? Y N

(4.) Regionalism - Does the project directly benefit an entity other than itself? If yes, please list the other entity. Y N

As population grows in the county more people will handle the books. Also, people from outside the county use the books for genealogical and legal research.

(5.) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Y N

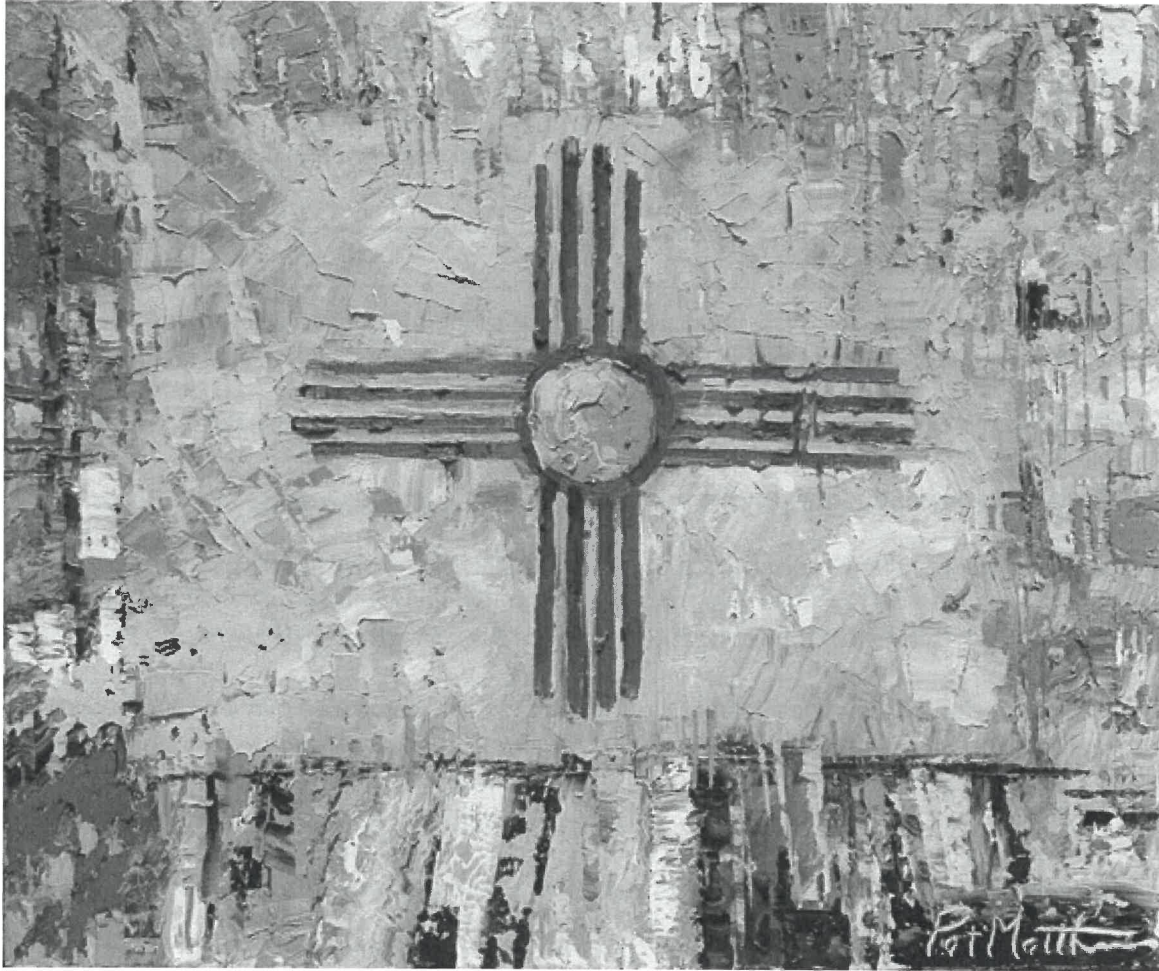
The Torrance County Clerk will oversee the project. Wayne Johnson, County Manager, will provide final approvals. Noah Sedillo, Chief Purchasing Officer, will oversee procurement.

(6.) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Y N

(7.) Does the project benefit all citizens within a recognized region, district or political subdivision? Y N Provide the number of people the project will benefit. . The project will benefit all citizens of Torrance County (population 15,500) plus and undetermined number of out-of-county residents who may use the records for genealogical research and legal.

(8.) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. (If mandatory, provide summary page of the Federal State or Judiciary Agency who issued the mandate, such as Declaration of Emergency, Administrative Order, Notice of Violation, or other.

**FY 2021-2025 Infrastructure Capital Improvement Plan
ICIP Worksheets**



**Department of Finance & Administration
Local Government Division (DFA/LGD)**

407 Galisteo, Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501

The ICIP database is available at <http://www.state.nm.us/capitalprojects/>

Project Profile For purposes of the ICIP, a project is any partially funded or unfunded capital improvement for which the entity plans to have funding in place during state fiscal years FY 2020-2024 (July 1, 2019 to June 30, 2024). **DO NOT INCLUDE ANY FULLY FUNDED PROJECTS or PLACEHOLDER PROJECTS.** This worksheet provides pages for only one FY 2020-2024 project. If you would like more blank worksheets for additional projects, please copy this form before you fill in the blanks. Information must be entered into the website. Do not submit these worksheets with the ICIP submission.

1. **Priority**-Please select High, Medium, or Low. (drop down list)
2. **Rank:** (Enter the appropriate project year (**FY 2021-2025**), then rank your projects **1-10**): 2021-013 (The database will not allow you to list the same rank for multiple projects. The first 2021 top 5 projects listed may begin with preference if your entity is seeking State Capital Outlay funds or other state funding.)
3. **Title:** Provide a short succinct title. Example: Gold Street Improvements or WWTP Upgrades. Use sentence title structure - Senior Center Renovations. (50 maximum characters allowed)

Duran Water System Improvements

4. **Contact Information:** (Please provide contact information of individual who can provide detailed information on the project) Project Contact Name: **Belinda Garland** Phone 505-221-2889 Email bgarland@tcnm.us
5. **Total project cost:** _____ (Will auto populate when Project Budget is saved.)
6. **Proposed project start date:** March 2021
7. **Class:** (If your project is a new project you will choose the category – “New”. If you are upgrading or renovating an existing building, choose “Renovate/Repair; if you are relining lagoons or replacing waterline, choose Replacing Existing.) New ; Replacing Existing ; or Renovate/Repair
8. **Type:** (Choose one of the following categories. Note that several categories may fit your project; however, choose the BEST, most descriptive category. Each category includes buildings, vehicles, equipment, land acquisition, and other infrastructure. All categories apply to both state and local infrastructure unless otherwise indicated.)

- | | |
|--|---|
| <input type="checkbox"/> Facilities | <input type="checkbox"/> Vehicles |
| <input type="checkbox"/> Transportation | <input type="checkbox"/> Equipment |
| <input checked="" type="checkbox"/> Water | <input type="checkbox"/> Other |

Subtype: Please select subtype that best fits project.

Facilities

- | | |
|---|---|
| <input type="checkbox"/> Administrative Facilities | <input type="checkbox"/> Health-Related Cap Infrastructure |
| <input type="checkbox"/> Arts (other than museums) | <input type="checkbox"/> Housing-Related Cap Infrastructure |
| <input type="checkbox"/> Convention Facilities | <input type="checkbox"/> Libraries |
| <input type="checkbox"/> Cultural Facilities | <input type="checkbox"/> Museums |
| <input type="checkbox"/> Daycare Facilities | <input type="checkbox"/> Senior Facilities |
| <input type="checkbox"/> Domestic Violence Facilities | <input type="checkbox"/> Other |
| <input type="checkbox"/> Fire Facilities | |

Transportation

- Airports
- Bike/Pedestrian/Equestrian
- Highways/Roads/Bridges
- Lighting
- Medians
- Rest Areas
- Transit
- Other

Water

- Storm/Surface Water Control
- Wastewater
- Water Rights
- Water Supply
- Other

Vehicles

- Public Safety Vehicle
- Senior Facility Vehicle
- Other

Equipment

- Public Safety Equipment
- Senior Center Equipment
- Other

Other

- Landfills
- Solid Waste
- Utilities (publicly owned)
- Other

9. Project Location: MANDATORY.

(50 characters maximum) (Physical address or mid-point address if city/county wide project)

Address:

City: Duran State: NM Zip: _____

10. Latitude: 34.468553 Longitude: -105.394908

11. Legislative Language: (500 maximum characters allowed) Provide recommended Legislative language. Use descriptors, such as: "To Acquire" or "To plan and design" or "To design and construct" or "To equip and furnish" as well as what the project is, such as "a multipurpose center". Provide a broad statement of the work to be completed in this section. Include only specifics on the projected use of the requested funding. It is important to complete this section, as it is tied to how funding may be used. Type Response in Box.

Example: To plan, design, construct, furnish and equip a new Fire Station for the City of _____, City, State, in _____ County.

To plan and design water system improvements for Duran, NM.

12. Scope of Work: (2000 maximum characters allowed) Provide a brief description of work to be completed. Must match budget categories. (i.e., complete Environmental Studies, plan, design, and construct). Do not include justification for the project, only specifics on the project itself and any funds that may have already been expended, and what is being requested in order to complete next phase or complete the project. If street/roads/hwy. project, include street name(s).

Example – New Fire Station

Plan, design, and construct a new Fire Station. The building will be 10,000 sq. ft. pre-engineered metal building with a cultured stone/EIFS finish on exposed exterior areas, with two "40' X 80' apparatus bays. The project will be completed in three phases. Phase I will include the easements, cultural resource inventory, environmental assessment, the planning, design and the first half of the construction. The phase will take 12 months with some of the studies being completed concurrently. Phase II consists of the second half of the construction and will be completed in 12 months. Phase III will include the purchase of furnishings and equipment to include furnishings and equipment include tables, chairs, office desks and furniture, commercial kitchen appliances, cots, storage lockers and fire safety equipment. The project will be designed by a registered professional engineer and construction services procured through a sealed bid process.

The deteriorating water system in Duran needs to be replaced to ensure residents in Duran, NM, have access to potable water. Currently, the water is supplied by Vaughn, NM, through a 10-mile-long, 2-inch PVC pipe that feeds two storage tanks. The pipe from the Vaughn system steps down from a 6-inch metal pipe to the 2-inch PVC pipe. The PVC pipe is not withstanding the pressure. If the system fails, Duran residents will be without water, and water will need to be hauled to the town. A small water storage tank that is used by the fire department is the only water storage facility in Duran. The main storage tanks are located on a hill north of town. Trucking water to the main tanks would be problematic because the access road is in poor condition and the hill is steep. Torrance County owns property in Duran on which a water supply well could be drilled. Wells in the area range from 700-800 feet. Drilling, completion, pump, purchase of new tank placed in Duran, and pipe from the well to the tank are planned. Engineering services will be required. Improved water supply will provide better fire protection.

13. Secured & Potential Funding Budget

[State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc. Amount Secured must match Funded to Date column in the Project Budget.]

Please complete table below with all secured and potential funding sources. (No decimals or dollar symbols \$) Instructions are available on the ICIP Data Entry manual, pages 17-18 which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amount Expended to Date	Date(s) Received	Comment
Totals	\$0.00		\$0.00	\$0.00		

14. **Project Budget.** Complete the Budget below. Include only unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amount secured listed in the Funding Budget. (No decimals or \$ signs.). All projects must include n amount not yet funded and cannot be Place Holder projects. Instructions available in the ICIP Data Entry manual, pages 19-22, which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

PROJECT BUDGET

Project Budget – Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts received above.

Category	Completed (Yes, No, N/A)	Funded to Date	2021	2022	2023	2024	2025	Total Project Cost
Water Rights	n/a							
Easements & ROW	n/a							
Acquisition	n/a							
Archeological Studies	n/a							
Environmental Studies	n/a							
Planning	No	0	10,000					10,000
Design (Engineer/Architect)	No	0	50,000					50,000
Construction	No	0		440,000				440,000
Furnishing/Equipment	n/a							
TOTALS			60,000	440,000				
Amount Not Yet Funded			60,000	440,000				500,000

15. PHASING BUDGET

Can this project be phased? Y N (If yes, please complete table below if project is Multi-Phased)

Phasing- Please select Stand Alone or Multi Phase

- Stand Alone**
 - A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.
- Multi-Phased**
 - A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.
 - If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases.
 - In addition each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase Number	Amount	Plan	Design	Construct	Furnish/Equip	Other (Water Rights, ROW, Easements, Acquisition)	# Months to Complete
Phase 1	60,000	10,000	50,000				6
Phase 2	440,000			440,000			6
Phase 3							
Phase 4							
Phase 5							
Totals	500,000	10,000	50,000	440,000			12

16. Has your local government/agency budgeted for operating expenses for the project when it is completed?

- Y If Yes – please complete operating budget below.
 N If No – please explain. (150 maximum characters)

Operating budget will have to be planned.

ANNUAL OPERATING BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Operating Expenses plus Debt Service	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Annual Operating Revenues	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

17. Does the project lower operating costs? Y N

If yes, explain and provide estimates of operating savings. (Include amount of savings.)

18. Identify who will assume the following responsibilities related to this project
(50 maximum characters for each.)

Fiscal Agent: Torrance County

Own: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Operate: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Land: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Asset: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Maintain: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

19. Additional questions specifically on project.

(1.) Life Span – How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?

Please select

- 1-9 years
- 10-15 years
- 16 years or more.

(2.) Has the project had public input and buy-in? Y N

(3.) Is the project necessary to address population or client growth, and if so will it provide services to that population or clientele? Y N

(4.) Regionalism - Does the project directly benefit an entity other than itself? If yes, please list the other entity. Y N

Vaughn, NM, would benefit because more water would be available to the town.

(5.) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Y N

Steve Guetschow, Planning and Zoning Director, will oversee planning, design, and construction. Wayne Johnson, County Manager, will provide final approvals. Noah Sedillo, Chief Purchasing Officer, will oversee procurement.

(6.) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Y N

Better water supply could enhance growth to the village.

(7.) Does the project benefit all citizens within a recognized region, district or political subdivision? Y N Provide the number of people the project will benefit. The project will benefit all citizens of Torrance County (population 15,500).

(8) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. (If mandatory, provide summary page of the Federal State or Judiciary Agency who issued the mandate, such as Declaration of Emergency, Administrative Order, Notice of Violation, or other.

**FY 2021-2025 Infrastructure Capital Improvement Plan
ICIP Worksheets**



**Department of Finance & Administration
Local Government Division (DFA/LGD)**

407 Galisteo, Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501

The ICIP database is available at <http://www.state.nm.us/capitalprojects/>

Project Profile For purposes of the ICIP, a project is any partially funded or unfunded capital improvement for which the entity plans to have funding in place during state fiscal years FY 2020-2024 (July 1, 2019 to June 30, 2024). **DO NOT INCLUDE ANY FULLY FUNDED PROJECTS or PLACEHOLDER PROJECTS.** This worksheet provides pages for only one FY 2020-2024 project. If you would like more blank worksheets for additional projects, please copy this form before you fill in the blanks. Information must be entered into the website. Do not submit these worksheets with the ICIP submission.

- Priority**-Please select High, Medium, or Low. (drop down list)
- Rank:** 2022-001 (The database will not allow you to list the same rank for multiple projects. The first 2021 top 5 projects listed may begin with preference if your entity is seeking State Capital Outlay funds or other state funding.)
- Title:** Provide a short succinct title. Example: Gold Street Improvements or WWTP Upgrades. Use sentence title structure - Senior Center Renovations. (50 maximum characters allowed)

Purchase and Equip Medical Response Vehicles.

- Contact Information:** (Please provide contact information of individual who can provide detailed information on the project) Project Contact Name: Belinda Garland Phone: 505-221-2889 Email: bgarland@tcnm.us
- Total project cost:** _____ (Will auto populate when Project Budget is saved.)
- Proposed project start date:** September 2020
- Class:** (If your project is a new project you will choose the category – “New”. If you are upgrading or renovating an existing building, choose “Renovate/Repair; if you are relining lagoons or replacing waterline, choose Replacing Existing.) New ; Replacing Existing ; or Renovate/Repair
- Type:** (Choose one of the following categories. Note that several categories may fit your project; however, choose the BEST, most descriptive category. Each category includes buildings, vehicles, equipment, land acquisition, and other infrastructure. All categories apply to both state and local infrastructure unless otherwise indicated.)

- | | |
|--|--|
| <input type="checkbox"/> Facilities | <input checked="" type="checkbox"/> Vehicles |
| <input type="checkbox"/> Transportation | <input checked="" type="checkbox"/> Equipment |
| <input type="checkbox"/> Water | <input type="checkbox"/> Other |

Subtype: Please select subtype that best fits project.

Facilities

- | | |
|---|---|
| <input type="checkbox"/> Administrative Facilities | <input type="checkbox"/> Health-Related Cap Infrastructure |
| <input type="checkbox"/> Arts (other than museums) | <input type="checkbox"/> Housing-Related Cap Infrastructure |
| <input type="checkbox"/> Convention Facilities | <input type="checkbox"/> Libraries |
| <input type="checkbox"/> Cultural Facilities | <input type="checkbox"/> Museums |
| <input type="checkbox"/> Daycare Facilities | <input type="checkbox"/> Senior Facilities |
| <input type="checkbox"/> Domestic Violence Facilities | <input type="checkbox"/> Other |
| <input type="checkbox"/> Fire Facilities | |

Transportation

- Airports
- Bike/Pedestrian/Equestrian
- Highways/Roads/Bridges
- Lighting
- Medians
- Rest Areas
- Transit
- Other

Water

- Storm/Surface Water Control
- Wastewater
- Water Rights
- Water Supply
- Other

Vehicles

- Public Safety Vehicle
- Senior Facility Vehicle
- Other

Equipment

- Public Safety Equipment
- Senior Center Equipment
- Other

Other

- Landfills
- Solid Waste
- Utilities (publicly owned)
- Other

9. Project Location: MANDATORY.

(50 characters maximum) (Physical address or mid-point address if city/county wide project)

Address: 205 South Ninth St

City: Estancia State: NM Zip: 87016

10. Latitude: 34.759545 Longitude: -106.063507 MANDATORY

(20 maximum characters allowed each) (Utilizing address listed in Project Location, go to

<http://itouchmap.com/latlong.html> or <http://www.gps-coordinates.net/> for Latitude and Longitude.) List in decimal degrees. Example: Latitude 35.683263; Longitude -105-942546.

11. Legislative Language: (500 maximum characters allowed) Provide recommended Legislative language. Use descriptors, such as: "To Acquire" or "To plan and design" or "To design and construct" or "To equip and furnish" as well as what the project is, such as "a multipurpose center". Provide a broad statement of the work to be completed in this section. Include only specifics on the projected use of the requested funding. It is important to complete this section, as it is tied to how funding may be used. Type Response in Box.

Example: To plan, design, construct, furnish and equip a new Fire Station for the City of _____, City, State, in _____ County.

To purchase and equip emergency medical response unit for the Torrance County Fire Department.

12. Scope of Work: (2000 maximum characters allowed) Provide a brief description of work to be completed. Must match budget categories. (i.e., complete Environmental Studies, plan, design, and construct). Do not include justification for the project, only specifics on the project itself and any funds that may have already been expended, and what is being requested in order to complete next phase or complete the project. If street/roads/hwy. project, include street name(s).

Example – New Fire Station

Plan, design, and construct a new Fire Station. The building will be 10,000 sq. ft. pre-engineered metal building with a cultured stone/EIFS finish on exposed exterior areas, with two "40' X 80' apparatus bays. The project will be completed in three phases. Phase I will include the easements, cultural resource inventory, environmental assessment, the planning, design and the first half of the construction. The phase will take 12 months with some of the studies being completed concurrently. Phase II consists of the second half of the construction and will be completed in 12 months. Phase III will include the

purchase of furnishings and equipment to include furnishings and equipment include tables, chairs, office desks and furniture, commercial kitchen appliances, cots, storage lockers and fire safety equipment. The project will be designed by a registered professional engineer and construction services procured through a sealed bid process.

Torrance County will purchase and equip a Type 1, 4x4 ambulance to complement the fleet of vehicles in the fire department and extend services to remote locations in Torrance County. Currently, ambulance service is provide by Superior Ambulance located in Moriarty, NM. Their services can take more than an hour to reach points in southern Torrance County such as Duran. Ambulances operated by the county could be stationed in southern Torrance County to decrease EMS response times. Torrance County already has EMT/Firefighters capable of providing ambulance services. A 4x4 ambulance is necessary to traverse rugged roads and terrain especially in adverse weather.

13. Secured & Potential Funding Budget

[State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc. Amount Secured must match Funded to Date column in the Project Budget.]

Please complete table below with all secured and potential funding sources. (No decimals or dollar symbols \$) Instructions are available on the ICIP Data Entry manual, pages 17-18 which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amount Expended to Date	Date(s) Received	Comment
USDA	26,250	N	0			USDA grant funding support for Torrance County equals maximum amount of 15% with yearly maximum total about \$30,000.
Totals	\$0.00		\$0.00	\$0.00		

14. **Project Budget.** Complete the Budget below. Include only unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amount secured listed in the Funding Budget. (No decimals or \$ signs.). All projects must include n amount not yet funded and cannot be Place Holder projects. Instructions available in the ICIP Data Entry manual, pages 19-22, which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

PROJECT BUDGET

Project Budget – Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts received above.

Category	Completed (Yes, No, N/A)	Funded to Date	2021	2022	2023	2024	2025	Total Project Cost
Water Rights	n/a							
Easements & ROW	n/a							
Acquisition	No			150,000				150,000
Archeological Studies	n/a							
Environmental Studies	n/a							
Planning	n/a							
Design (Engineer/Architect)	n/a							
Construction	n/a							
Furnishing/Equipment	No			75,000				75,000
TOTALS				225,000				225,000
Amount Not Yet Funded				225,000				225,000

15. PHASING BUDGET

Can this project be phased? Y N (If yes, please complete table below if project is Multi-Phased)

Phasing- Please select Stand Alone or Multi Phase

Stand Alone

- A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

Multi-Phased

- A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.
- If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases.
- In addition each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase Number	Amount	Plan	Design	Construct	Furnish/Equip	Other (Water Rights, ROW, Easements, Acquisition)	# Months to Complete
Phase 1							
Phase 2							
Phase 3							
Phase 4							
Phase 5							
Totals							

16. Has your local government/agency budgeted for operating expenses for the project when it is completed?

- Y If Yes – please complete operating budget below.
 N If No – please explain. (150 maximum characters)

Type response in box.

ANNUAL OPERATING BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Operating Expenses plus Debt Service	15,000	15,000	15,000	15,000	15,000
Annual Operating Revenues					

17. Does the project lower operating costs? Y N

If yes, explain and provide estimates of operating savings. (Include amount of savings.)

18. Identify who will assume the following responsibilities related to this project
(50 maximum characters for each.)

Fiscal Agent: Torrance County

Own: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Operate: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Land: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Asset: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Maintain: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

19. Additional questions specifically on project.

(1.) Life Span – How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?

Please select

- 1-9 years
- 10-15 years
- 16 years or more.

(2.) Has the project had public input and buy-in? Y N

(3.) Is the project necessary to address population or client growth, and if so will it provide services to that population or clientele? Y N

(4.) Regionalism - Does the project directly benefit an entity other than itself? If yes, please list the other entity. Y N

Additional ambulance service can reach southern Torrance County locations where the population has increased.

(5.) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Y N

Lester Gary, Fire Chief, will oversee the project. Wayne Johnson, County Manager, will provide final approvals. Noah Sedillo, County Purchasing Officer, will oversee procurement.

(6.) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Y N

Mutual aid agreements exist with Santa Fe and Bernalillo Counties. LESTER?

(7.) Does the project benefit all citizens within a recognized region, district or political subdivision? Y N Provide the number of people the project will benefit. The project will benefit all citizens of Torrance County (population 15,500).

(8) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. (If mandatory, provide summary page of the Federal State or Judiciary Agency who issued the mandate, such as Declaration of Emergency, Administrative Order, Notice of Violation, or other.

Proposed Estancia Senior Center ICIPs

Estancia Senior Center

ID	Year	Rank	Project Title	Category	2021	2022	2023	2024	2025	Total Cost	Phases?
	2021	001	Vehicle Purchase		42,000			42,000		84,000	N
	Torrance County will purchase a vehicle for meal delivery and transportation services.										
	2021	002	Renovations		70,000	10,000	10,000	10,000	10,000	110,000	Y
	Torrance County will plan, design and renovate existing building to include interior painting, replace water heater, repair leaks, replace carpet, exterior stucco and paint, purchase and install refrigerated air units, pave parking lot.										
	2021	003	Replace Meals Equipment		30,000	15,000	15,000	15,000	15,000	140,000	N
	Torrance County will purchase and replace existing meals equipment. The need to replace equipment at the senior center is essential to ensure daily operations are maintained.										

Mountainair Senior Center

ID	Year	Rank	Project Title	Category	2021	2022	2023	2024	2025	Total Cost	Phases?
	2021	001	Vehicle Purchase		42,000			42,000		84,000	N
	Torrance County will purchase a vehicle for meal delivery and transportation services.										
	2021	002	Renovations		80,000					80,000	Y
	Torrance County will plan, design and construct an ADA compliant sidewalk and awning to the main entrance of the building as well as renovations to the existing building to include a new roof and interior repairs due to leak damage, kitchen hood repairs, painting and carpeting throughout.										
	2021	003	Replace Meals Equipment		30,000	15,000	15,000	15,000	15,000	140,000	N
	Torrance County will purchase and replace existing meals equipment. The need to replace equipment at the senior center is essential to ensure daily operations are maintained.										

Proposed Estancia Senior Center ICIPs

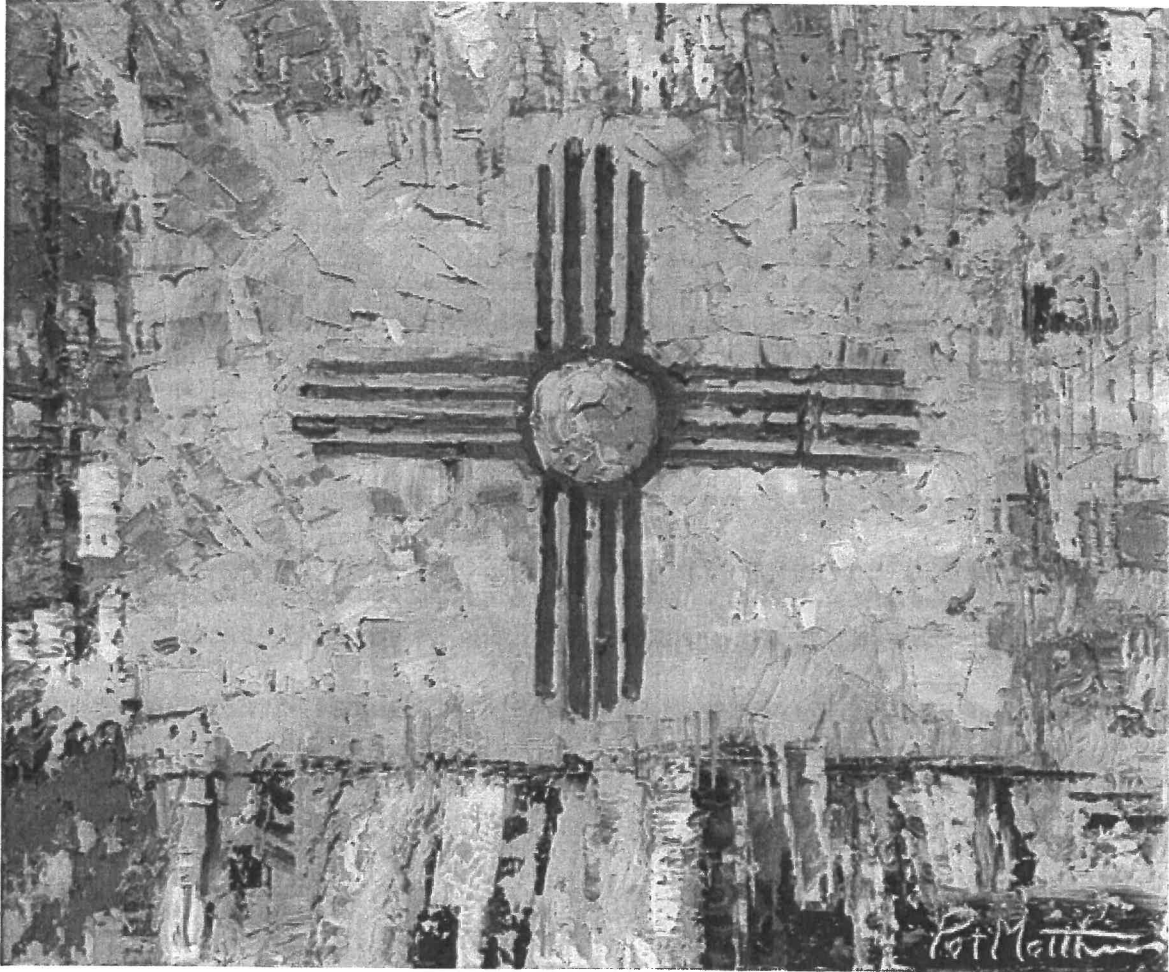
Moriarty Senior Center

ID	Year	Rank	Project Title	Category	2021	2022	2023	2024	2025	Total Cost	Phases?
	2021	001	Vehicle Purchase		42,000			42,000		84,000	N
			Torrance County will purchase a vehicle for meal delivery and transportation services.								
	2021	002	New Senior Center Building		770,000					770,000	Y
			Torrance County will plan, design, construct and equip a new senior center. The current state of the building and parking area has met it's use; however for safety reasons we are in dire need of a new building with a safer and larger parking area, The building has been repaired repeatedly but only bandaids to a much larger problem. The county would like to begin the process of designing a new senior center in Moriarty. Ideally we will look at purchasing 1-2 acres for the project. Since the design process has not yet begun we are unsure of the size and location but we are anticipating a center of about 4000-4500 square feet. Another prediction is that the most economically feasible construction type may be a pre-fabricated metal building with interior finish. The parking lot would be around 300- square feet and paved. Equipment for the center will be contingent on funding but a fully functioning commercial kitchen and dining area are a must, so meals equipment and dining tables/chairs are a must. Other furnishings are not yet known.								
	2021	003	Replace Meals Equipment		30,000	15,000	15,000	15,000	15,000	140,000	N
			Torrance County will purchase and replace existing meals equipment. The need to replace equipment at the senior center is essential to ensure daily operations are maintained.								

In Cts

Morality

**FY 2021-2025 Infrastructure Capital Improvement Plan
ICIP Worksheets**



**Department of Finance & Administration
Local Government Division (DFA/LGD)**

FY 2021-2025 ICIP Worksheets

Project Profile For purposes of the ICIP, a project is any partially funded or unfunded capital improvement for which the entity plans to have funding in place during state fiscal years FY 2020-2024 (July 1, 2019 to June 30, 2024). **DO NOT INCLUDE ANY FULLY FUNDED PROJECTS or PLACEHOLDER PROJECTS.** This worksheet provides pages for only one FY 2020-2024 project. If you would like more blank worksheets for additional projects, please copy this form before you fill in the blanks. Information must be entered into the website. Do not submit these worksheets with the ICIP submission.

- Priority**-Please select High, Medium, or Low. (drop down list)
- Rank:** (Enter the appropriate project year (**FY 2021-2025**), then rank your projects **1-10**): 201 ____ - ____ (The database will not allow you to list the same rank for multiple projects. The first 2021 top 5 projects listed may begin with preference if your entity is seeking State Capital Outlay funds or other state funding.)
- Title:** Provide a short succinct title. Example: Gold Street Improvements or WWTP Upgrades. Use sentence title structure - Senior Center Renovations. (50 maximum characters allowed)

Moriarty Senior Center –New Center & Vehicle Purchase

- Contact Information:** (Please provide contact information of individual who can provide detailed information on the project) Project Contact Name: _____ Phone _____ Email _____
- Total project cost:** _____ (Will auto populate when Project Budget is saved.)
- Proposed project start date:** _____ Example, July 2021.
- Class:** (If your project is a new project you will choose the category – “New”. If you are upgrading or renovating an existing building, choose “Renovate/Repair; if you are relining lagoons or replacing waterline, choose Replacing Existing.) New ; Replacing Existing ; or Renovate/Repair
- Type:** (Choose one of the following categories. Note that several categories may fit your project; however, choose the BEST, most descriptive category. Each category includes buildings, vehicles, equipment, land acquisition, and other infrastructure. All categories apply to both state and local infrastructure unless otherwise indicated.)

- Facilities**
- Transportation**
- Water**

- Vehicles**
- Equipment**
- Other**

Subtype: Please select subtype that best fits project.

Facilities

- Administrative Facilities
- Arts (other than museums)
- Convention Facilities
- Cultural Facilities
- Daycare Facilities
- Domestic Violence Facilities
- Fire Facilities

- Health-Related Cap Infrastructure
- Housing-Related Cap Infrastructure
- Libraries
- Museums
- Senior Facilities
- Other

Transportation

- Airports
- Bike/Pedestrian/Equestrian
- Highways/Roads/Bridges
- Lighting
- Medians
- Rest Areas
- Transit
- Other

Water

- Storm/Surface Water Control
- Wastewater
- Water Rights
- Water Supply
- Other

Vehicles

- Public Safety Vehicle
- Senior Facility Vehicle
- Other

Equipment

- Public Safety Equipment
- Senior Center Equipment
- Other

Other

- Landfills
- Solid Waste
- Utilities (publicly owned)
- Other

9. Project Location: MANDATORY.

(50 characters maximum) (Physical address or mid-point address if city/county wide project)

Address: 305 Highland Ave

City: ESTANCIA

State: NM

Zip: 87016

10. Latitude: _____ Longitude: _____ MANDATORY

(20 maximum characters allowed each) (Utilizing address listed in Project Location, go to

<http://itouchmap.com/latlong.html> or <http://www.gps-coordinates.net/> for Latitude and Longitude.) List in decimal degrees. Example: Latitude 35.683263; Longitude -105-942546.

11. Legislative Language: (500 maximum characters allowed) Provide recommended Legislative language. Use descriptors, such as: "To Acquire" or "To plan and design" or "To design and construct" or "To equip and furnish" as well as what the project is, such as "a multipurpose center". Provide a broad statement of the work to be completed in this section. Include only specifics on the projected use of the requested funding. It is important to complete this section, as it is tied to how funding may be used. Type Response in Box.

Example: To plan, design, construct, furnish and equip a new Fire Station for the City of _____, City, State, in _____ County.

1. To plan, design, construct furnish and acquire property for a new center in Moriarty, NM
 2. To purchase and equip existing delivery/transportation vehicle to be utilized by the senior center in Moriarty, NM.
 3. To purchase and replace existing kitchen equipment in the *Moriarty* Estancia Senior Center.

12. Scope of Work: (2000 maximum characters allowed) Provide a brief description of work to be completed. Must match budget categories. (i.e., complete Environmental Studies, plan, design, and construct). Do not include justification for the project, only specifics on the project itself and any funds that may have already been expended, and what is being requested in order to complete next phase or complete the project. If street/roads/hwy. project, include street name(s).

Example – New Fire Station

Plan, design, and construct a new Fire Station. The building will be 10,000 sq. ft. pre-engineered metal building with a cultured stone/EIFS finish on exposed exterior areas, with two "40' X 80' apparatus bays. The project will be completed in

ree phases. Phase I will include the easements, cultural resource inventory, environmental assessment, the planning, design and the first half of the construction. The phase will take 12 months with some of the studies being completed concurrently. Phase II consists of the second half of the construction and will be completed in 12 months. Phase III will include the purchase of furnishings and equipment to include furnishings and equipment include tables, chairs, office desks and furniture, commercial kitchen appliances, cots, storage lockers and fire safety equipment. The project will be designed by a registered professional engineer and construction services procured through a sealed bid process.

1. Torrance County will plan, design, construct and equip a new senior center. The current state of the building and parking area has met it's use; however for safety reasons we are in dire need of a new building with a safer and larger parking area, The building has been repaired repeatedly but only bandaids to a much larger problem. The county would like to begin the process of designing a new senior center in Moriarty. Ideally we will look at purchasing 1-2 acres for the project. Since the design process has not yet begun we are unsure of the size and location but we are anticipating a center of about 4000-4500 square feet. Another prediction is that the most economically feasible construction type may be a pre-fabricated metal building with interior finish. The parking lot would be around 300- square feet and paved. Equipment for the center will be contingent on funding but a fully functioning commercial kitchen and dining area are a must, so meals equipment and dining tables/chairs are a must. Other furnishings are not yet known.
2. Torrance County will purchase a vehicle for meal delivery and transportation services.
3. Torrance County will purchase and replace existing meals equipment. The need to replace equipment at the senior center is essential to ensure daily operations are maintained.

13. Secured & Potential Funding Budget

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc. Amount Secured must match Funded to Date column in the Project Budget.]

Please complete table below with all secured and potential funding sources. (No decimals or dollar symbols \$) Instructions are available on the ICIP Data Entry manual, pages 17-18 which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amount Expended to Date	Date(s) Received	Comment
ALTSD	40,000					Vehicle
Capital Outlay	750,000					Building construction/equip
Totals	790,000		\$0.00	\$0.00		

14. **Project Budget.** Complete the Budget below. Include only unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amount secured listed in the Funding Budget. (No decimals or \$ signs.). All projects must include an amount not yet funded and cannot be Place Holder projects. Instructions available in the ICIP Data Entry manual, pages 19-22, which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

PROJECT BUDGET

Project Budget – Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts received above.

Category	Completed (Yes, No, N/A)	Funded to Date	2021	2022	2023	2024	2025	Total Project Cost
Water Rights	NA							
Easements & ROW	NA							
Acquisition	NA		150,000					
Archeological Studies	NA							
Environmental Studies	NA							
Planning								
Design (Engineer/Architect)								
Construction	No	No	750,000	10,000	10,000	10,000	10,000	
Furnishing/Equipment	No	No	500,000	15,000	15,000	15,000	15,000	
TOTALS			790,000					
Amount Not Yet Funded		790,000						

all status

15. PHASING BUDGET

Can this project be phased? Y N (If yes, please complete table below if project is Multi-Phased)

Phasing- Please select Stand Alone or Multi Phase
 Stand Alone

- A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.
- Multi-Phased**
 - A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.
 - If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases.
 - In addition each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase Number	Amount	Plan	Design	Construct	Furnish/Equip	Other (Water Rights, ROW, Easements, Acquisition)	# Months to Complete
Phase 1	140,000	20,000	20,000		40,000	60,000	12
Phase 2	650,000			600,000	50,000		12
Phase 3							
Phase 4							
Phase 5							
Totals	790,000	20,000	20,000	600,000	90,000	60,000	

16. Has your local government/agency budgeted for operating expenses for the project when it is completed?

- Y If Yes – please complete operating budget below.
 N If No – please explain. (150 maximum characters)

Type response in box.

ANNUAL OPERATING BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Operating Expenses plus Debt Service	[]	[]	[]	[]	[]
Annual Operating Revenues	[]	[]	[]	[]	[]

17. Does the project lower operating costs? Y N

If yes, explain and provide estimates of operating savings. (Include amount of savings.)

Will reduce maintenance and repair expenses

18. Identify who will assume the following responsibilities related to this project
 (50 maximum characters for each.)

Fiscal Agent: Torrance County

Own: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Operate: Presbyterian Medical Service

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Land: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Asset: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Maintain: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

19. Additional questions specifically on project.

(1.) Life Span – How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?

Please select

- 1-9 years
- 10-15 years
- 16 years or more.

(2.) Has the project had public input and buy-in? Y N

(3.) Is the project necessary to address population or client growth, and if so will it provide services to that population or clientele? Y N

(4.) Regionalism - Does the project directly benefit an entity other than itself? If yes, please list the other entity. Y N

(5.) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Y N

(6.) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Y N

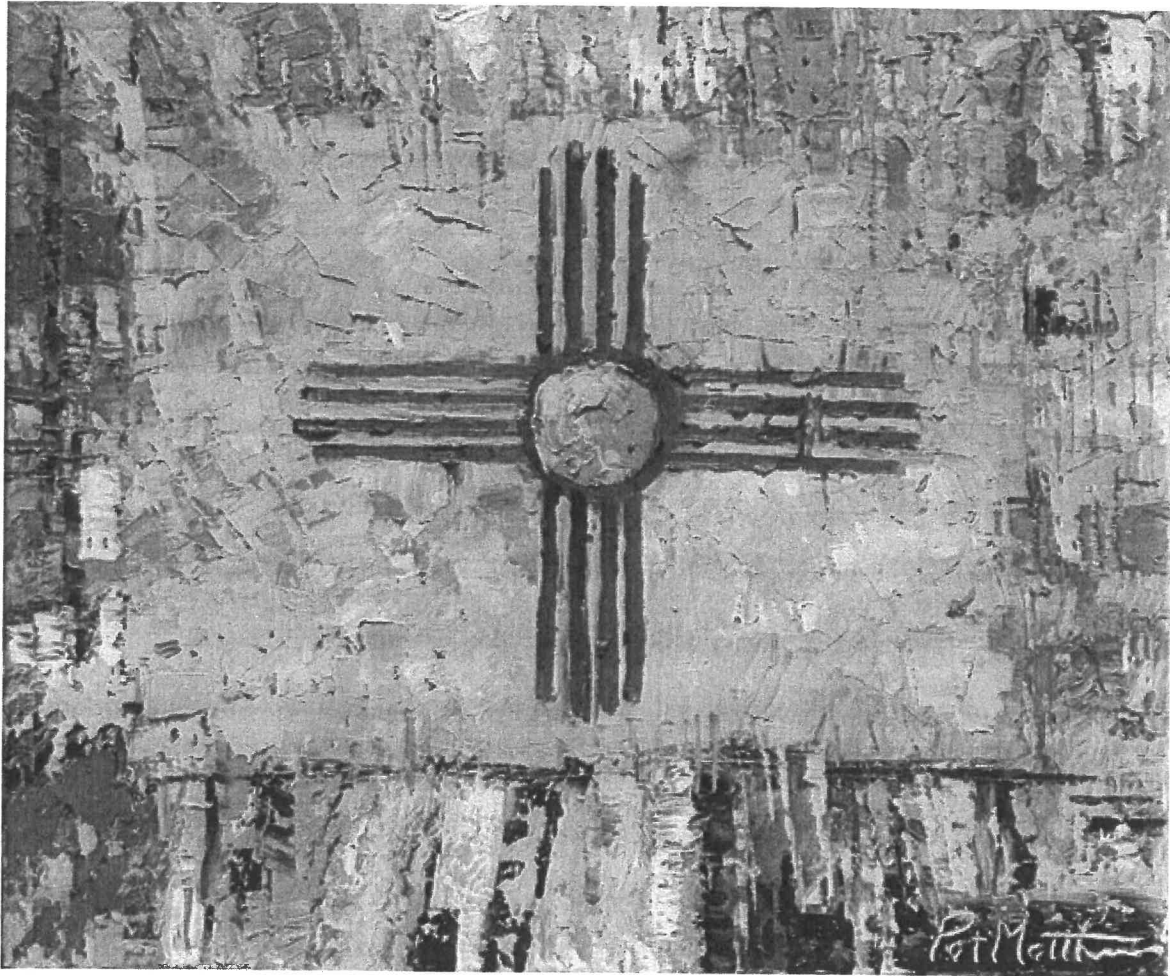
(7.) Does the project benefit all citizens within a recognized region, district or political subdivision? Y N Provide the number of people the project will benefit. 150

(8.) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. (If mandatory, provide summary page of the Federal State or Judiciary Agency who issued the mandate, such as Declaration of Emergency, Administrative Order, Notice of Violation, or other.

Su City

Mountain

**FY 2021-2025 Infrastructure Capital Improvement Plan
ICIP Worksheets**



**Department of Finance & Administration
Local Government Division (DFA/LGD)**

FY 2021-2025 ICIP Worksheets

Project Profile For purposes of the ICIP, a project is any partially funded or unfunded capital improvement for which the entity plans to have funding in place during state fiscal years FY 2020-2024 (July 1, 2019 to June 30, 2024). **DO NOT INCLUDE ANY FULLY FUNDED PROJECTS or PLACEHOLDER PROJECTS.** This worksheet provides pages for only one FY 2020-2024 project. If you would like more blank worksheets for additional projects, please copy this form before you fill in the blanks. Information must be entered into the website. Do not submit these worksheets with the ICIP submission.

- Priority**-Please select High, Medium, or Low. (drop down list)
- Rank:** (Enter the appropriate project year (FY 2021-2025), then rank your projects 1-10): 201____ - ____ (The database will not allow you to list the same rank for multiple projects. The first 2021 top 5 projects listed may begin with preference if your entity is seeking State Capital Outlay funds or other state funding.)
- Title:** Provide a short succinct title. Example: Gold Street Improvements or WWTP Upgrades. Use sentence title structure - Senior Center Renovations. (50 maximum characters allowed)

Mountainair Senior Center Renovations & Vehicle Purchase

- Contact Information:** (Please provide contact information of individual who can provide detailed information on the project) Project Contact Name: _____ Phone _____ Email _____
- Total project cost:** _____ (Will auto populate when Project Budget is saved.)
- Proposed project start date:** _____ Example, July 2021.
- Class:** (If your project is a new project you will choose the category – “New”. If you are upgrading or renovating an existing building, choose “Renovate/Repair; if you are relining lagoons or replacing waterline, choose Replacing Existing.) New ; Replacing Existing ; or Renovate/Repair
- Type:** (Choose one of the following categories. Note that several categories may fit your project; however, choose the BEST, most descriptive category. Each category includes buildings, vehicles, equipment, land acquisition, and other infrastructure. All categories apply to both state and local infrastructure unless otherwise indicated.)

- | | |
|---|--|
| <input checked="" type="checkbox"/> Facilities | <input checked="" type="checkbox"/> Vehicles |
| <input type="checkbox"/> Transportation | <input checked="" type="checkbox"/> Equipment |
| <input type="checkbox"/> Water | <input type="checkbox"/> Other |

Subtype: Please select subtype that best fits project.

- | | |
|---|---|
| <input type="checkbox"/> Administrative Facilities | <input type="checkbox"/> Health-Related Cap Infrastructure |
| <input type="checkbox"/> Arts (other than museums) | <input type="checkbox"/> Housing-Related Cap Infrastructure |
| <input type="checkbox"/> Convention Facilities | <input type="checkbox"/> Libraries |
| <input type="checkbox"/> Cultural Facilities | <input type="checkbox"/> Museums |
| <input type="checkbox"/> Daycare Facilities | <input checked="" type="checkbox"/> Senior Facilities |
| <input type="checkbox"/> Domestic Violence Facilities | <input type="checkbox"/> Other |
| <input type="checkbox"/> Fire Facilities | |

Transportation

- Airports
- Bike/Pedestrian/Equestrian
- Highways/Roads/Bridges
- Lighting
- Medians
- Rest Areas
- Transit
- Other

Water

- Storm/Surface Water Control
- Wastewater
- Water Rights
- Water Supply
- Other

Vehicles

- Public Safety Vehicle
- Senior Facility Vehicle
- Other

Equipment

- Public Safety Equipment
- Senior Center Equipment
- Other

Other

- Landfills
- Solid Waste
- Utilities (publicly owned)
- Other

9. Project Location: MANDATORY.

(50 characters maximum) (Physical address or mid-point address if city/county wide project)

Address: 107 N Summit
City: MOUNTAINAIR State: NM Zip: 87036

10. Latitude: _____ Longitude: _____ MANDATORY

(20 maximum characters allowed each) (Utilizing address listed in Project Location, go to <http://itouchmap.com/latlong.html> or <http://www.gps-coordinates.net/> for Latitude and Longitude.) List in decimal degrees. Example: Latitude 35.683263; Longitude -105-942546.

11. Legislative Language: (500 maximum characters allowed) Provide recommended Legislative language. Use descriptors, such as: "To Acquire" or "To plan and design" or "To design and construct" or "To equip and furnish" as well as what the project is, such as "a multipurpose center". Provide a broad statement of the work to be completed in this section. Include only specifics on the projected use of the requested funding. It is important to complete this section, as it is tied to how funding may be used. Type Response in Box.

Example: To plan, design, construct, furnish and equip a new Fire Station for the City of _____, City, State, in _____ County.

1. To plan, design, construct and renovate an ADA compliant sidewalk and awning to the main entrance of the Mountainair Senior Center as well as renovations to existing building. to
2. To purchase and equip existing delivery/transportation vehicle to be utilized by the senior center in Mountainair, NM.
3. To purchase and replace existing kitchen equipment in the Mountainair Senior Center.

12. Scope of Work: (2000 maximum characters allowed) Provide a brief description of work to be completed. Must match budget categories. (i.e., complete Environmental Studies, plan, design, and construct). Do not include justification for the project, only specifics on the project itself and any funds that may have already been expended, and what is being requested in order to complete next phase or complete the project. If street/roads/hwy. project, include street name(s).

Example – New Fire Station

lan, design, and construct a new Fire Station. The building will be 10,000 sq. ft. pre-engineered metal building with a cultured stone/EIFS finish on exposed exterior areas, with two "40' X 80' apparatus bays. The project will be completed in three phases. Phase I will include the easements, cultural resource inventory, environmental assessment, the planning, design and the first half of the construction. The phase will take 12 months with some of the studies being completed concurrently. Phase II consists of the second half of the construction and will be completed in 12 months. Phase III will include the purchase of furnishings and equipment to include furnishings and equipment include tables, chairs, office desks and furniture, commercial kitchen appliances, cots, storage lockers and fire safety equipment. The project will be designed by a registered professional engineer and construction services procured through a sealed bid process.

1. Torrance County will plan, design and construct an ADA compliant sidewalk and awning to the main entrance of the building as well as renovations to the existing building to include a ~~new roof~~ and interior repairs due to leak damage, kitchen hood repairs, painting and carpeting throughout. ^{roof repairs}
2. Torrance County will purchase a vehicle for meal delivery and transportation services.
3. Torrance County will purchase and replace existing meals equipment. The need to replace equipment at the senior center is essential to ensure daily operations are maintained.

13. Secured & Potential Funding Budget

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc. Amount Secured must match Funded to Date column in the Project Budget.]

Please complete table below with all secured and potential funding sources. (No decimals or dollar symbols \$) Instructions are available on the ICIP Data Entry manual, pages 17-18 which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amount Expended to Date	Date(s) Received	Comment
ALTSD	40,000					Vehicle
Capital Outlay	110,000					Bldg reno/construct/equipment
Totals	\$150,000.00		\$0.00	\$0.00		

14. **Project Budget.** Complete the Budget below. Include only unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amount secured listed in the Funding Budget. (No decimals or \$ signs.). All projects must include n amount not yet funded and cannot be Place Holder projects. Instructions available in the ICIP Data Entry manual, pages 19-22, which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

PROJECT BUDGET

Project Budget – Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts received above.

Category	Completed (Yes, No, N/A)	Funded to Date	2021	2022	2023	2024	2025	Total Project Cost
Water Rights	NA							
Easements & ROW	NA							
Acquisition	NA							
Archeological Studies	NA							
Environmental Studies	NA							
Planning	No	No	5,000					
Design (Engineer/Architect)	No	No	10,000					
Construction	No	No	65,000					
Furnishing/Equipment	No	No	70,000	15,000	15,000	15,000 79,000	15,000	
TOTALS			150,000					
Amount Not Yet Funded		150,000						

15. PHASING BUDGET

Can this project be phased? Y N (If yes, please complete table below if project is Multi-Phased)

Phasing- Please select Stand Alone or Multi Phase

Stand Alone

- A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

Multi-Phased

- A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.
- If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases.
- In addition each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase Number	Amount	Plan	Design	Construct	Furnish/Equip	Other (Water Rights, ROW, Easements, Acquisition)	# Months to Complete
Phase 1	150,000	5,000	10,000	65,000	70,000		12
Phase 2							
Phase 3							
Phase 4							
Phase 5							
Totals							

16. Has your local government/agency budgeted for operating expenses for the project when it is completed?

- Y If Yes – please complete operating budget below.
 N If No – please explain. (150 maximum characters)

Type response in box.

ANNUAL OPERATING BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Operating Expenses plus Debt Service	[]	[]	[]	[]	[]
Annual Operating Revenues	[]	[]	[]	[]	[]

17. Does the project lower operating costs? Y N
 If yes, explain and provide estimates of operating savings. (Include amount of savings.)

18. Identify who will assume the following responsibilities related to this project
 (50 maximum characters for each.)

Fiscal Agent: Torrance County

Own: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Operate: Presbyterian Medical Service

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Land: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Own Asset: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

Maintain: Torrance County

If private entity or non-profit, is a lease or operating agreement in place with the local government? Y N

19. Additional questions specifically on project.

(1.) Life Span – How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?

Please select

1-9 years

10-15 years

16 years or more.

(2.) Has the project had public input and buy-in? Y N

(3.) Is the project necessary to address population or client growth, and if so will it provide services to that population or clientele? Y N

(4.) Regionalism - Does the project directly benefit an entity other than itself? If yes, please list the other entity. Y N

(5.) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Y N

(6.) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Y N

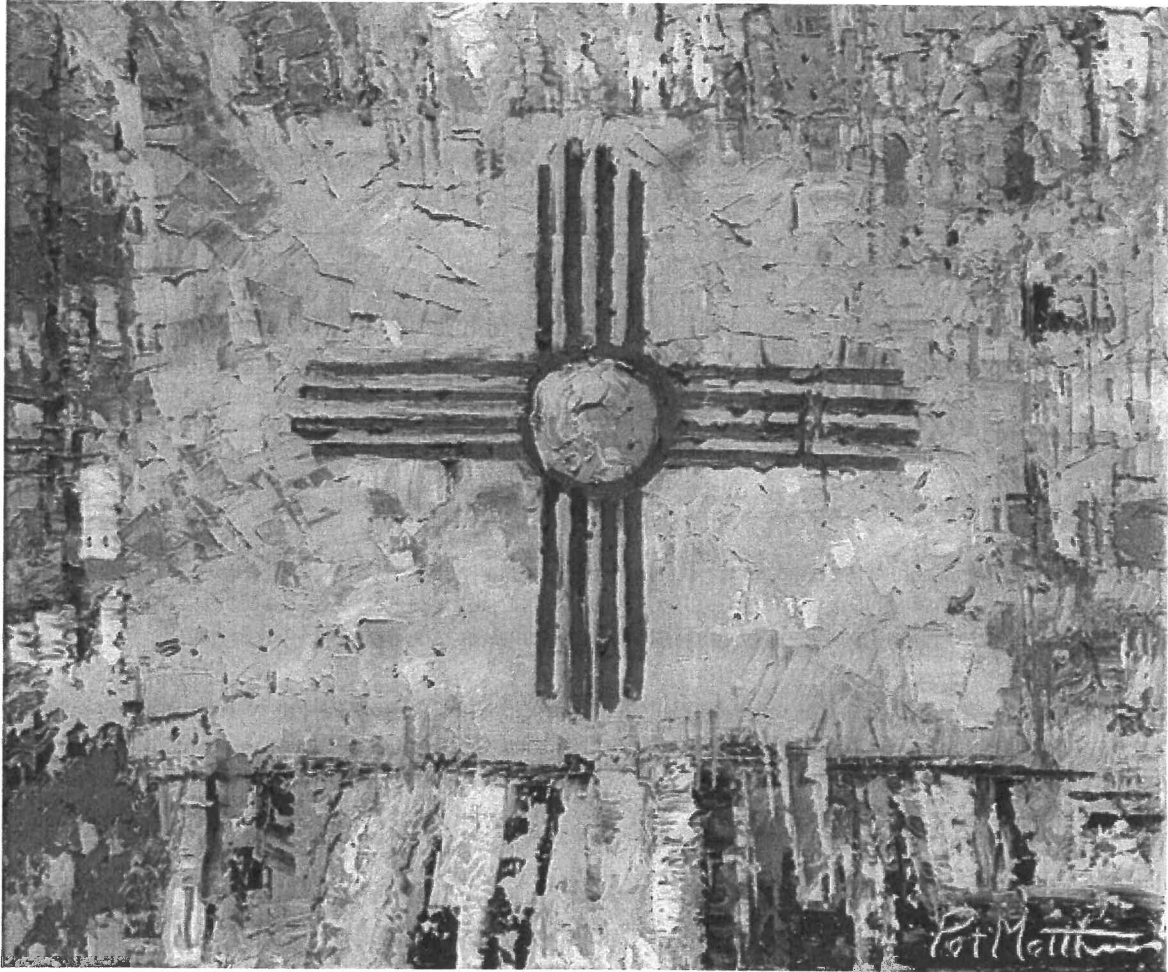
(7.) Does the project benefit all citizens within a recognized region, district or political subdivision? Y N Provide the number of people the project will benefit. 150

(8.) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. (If mandatory, provide summary page of the Federal State or Judiciary Agency who issued the mandate, such as Declaration of Emergency, Administrative Order, Notice of Violation, or other.

Sr Citas

Esencia

**FY 2021-2025 Infrastructure Capital Improvement Plan
ICIP Worksheets**



**Department of Finance & Administration
Local Government Division (DFA/LGD)**

FY 2021-2025 ICIP Worksheets

Project Profile For purposes of the ICIP, a project is any partially funded or unfunded capital improvement for which the entity plans to have funding in place during state fiscal years FY 2020-2024 (July 1, 2019 to June 30, 2024). **DO NOT INCLUDE ANY FULLY FUNDED PROJECTS or PLACEHOLDER PROJECTS.** This worksheet provides pages for only one FY 2020-2024 project. If you would like more blank worksheets for additional projects, please copy this form before you fill in the blanks. Information must be entered into the website. Do not submit these worksheets with the ICIP submission.

1. **Priority**-Please select High, Medium, or Low. (drop down list)
2. **Rank:** (Enter the appropriate project year (FY 2021-2025), then rank your projects 1-10): 201__ - __ (The database will not allow you to list the same rank for multiple projects. The first 2021 top 5 projects listed may begin with preference if your entity is seeking State Capital Outlay funds or other state funding.)
3. **Title:** Provide a short succinct title. Example: Gold Street Improvements or WWTP Upgrades. Use sentence title structure - Senior Center Renovations. (50 maximum characters allowed)

Estancia Center Renovations & Vehicle Purchase

4. **Contact Information:** (Please provide contact information of individual who can provide detailed information on the project) Project Contact Name: _____ Phone _____ Email _____
5. **Total project cost:** _____ (Will auto populate when Project Budget is saved.)
6. **Proposed project start date:** _____ Example, July 2021.
7. **Class:** (If your project is a new project you will choose the category – “New”. If you are upgrading or renovating an existing building, choose “Renovate/Repair; if you are relining lagoons or replacing waterline, choose Replacing Existing.) New ; Replacing Existing ; or Renovate/Repair
8. **Type:** (Choose one of the following categories. Note that several categories may fit your project; however, choose the BEST, most descriptive category. Each category includes buildings, vehicles, equipment, land acquisition, and other infrastructure. All categories apply to both state and local infrastructure unless otherwise indicated.)

- Facilities**
- Transportation**
- Water**

- Vehicles**
- Equipment**
- Other**

Subtype: Please select subtype that best fits project.

Facilities

- | | |
|---|---|
| <input type="checkbox"/> Administrative Facilities | <input type="checkbox"/> Health-Related Cap Infrastructure |
| <input type="checkbox"/> Arts (other than museums) | <input type="checkbox"/> Housing-Related Cap Infrastructure |
| <input type="checkbox"/> Convention Facilities | <input type="checkbox"/> Libraries |
| <input type="checkbox"/> Cultural Facilities | <input type="checkbox"/> Museums |
| <input type="checkbox"/> Daycare Facilities | <input checked="" type="checkbox"/> Senior Facilities |
| <input type="checkbox"/> Domestic Violence Facilities | <input type="checkbox"/> Other |
| <input type="checkbox"/> Fire Facilities | |

Transportation

- Airports
- Bike/Pedestrian/Equestrian
- Highways/Roads/Bridges
- Lighting
- Medians
- Rest Areas
- Transit
- Other

Water

- Storm/Surface Water Control
- Wastewater
- Water Rights
- Water Supply
- Other

Vehicles

- Public Safety Vehicle
- Senior Facility Vehicle
- Other

Equipment

- Public Safety Equipment
- Senior Center Equipment
- Other

Other

- Landfills
- Solid Waste
- Utilities (publicly owned)
- Other

9. Project Location: MANDATORY.

(50 characters maximum) (Physical address or mid-point address if city/county wide project)

Address: 305 Highland Ave

City: ESTANCIA

State: NM

Zip: 87016

10. Latitude: _____ Longitude: _____ MANDATORY

(20 maximum characters allowed each) (Utilizing address listed in Project Location, go to

<http://itouchmap.com/latlong.html> or <http://www.gps-coordinates.net/> for Latitude and Longitude.) List in decimal degrees. Example: Latitude 35.683263; Longitude -105-942546.

11. Legislative Language: (500 maximum characters allowed) Provide recommended Legislative language. Use descriptors, such as: "To Acquire" or "To plan and design" or "To design and construct" or "To equip and furnish" as well as what the project is, such as "a multipurpose center". Provide a broad statement of the work to be completed in this section. Include only specifics on the projected use of the requested funding. It is important to complete this section, as it is tied to how funding may be used. Type Response in Box.

Example: To plan, design, construct, furnish and equip a new Fire Station for the City of _____, City, State, in _____ County.

1. To plan, design, construct and renovations to Estancia Senior Center *Building & Parking Lot*
2. To purchase and equip existing delivery/transportation vehicle to be utilized by the senior center in Estancia, NM.
3. To purchase and replace existing kitchen equipment in the Estancia Senior Center.

12. Scope of Work: (2000 maximum characters allowed) Provide a brief description of work to be completed. Must match budget categories. (i.e., complete Environmental Studies, plan, design, and construct). Do not include justification for the project, only specifics on the project itself and any funds that may have already been expended, and what is being requested in order to complete next phase or complete the project. If street/roads/hwy. project, include street name(s).

Example – New Fire Station

Plan, design, and construct a new Fire Station. The building will be 10,000 sq. ft. pre-engineered metal building with a cultured stoneEIFS finish on exposed exterior areas, with two "40' X 80' apparatus bays. The project will be completed in

ree phases. Phase I will include the easements, cultural resource inventory, environmental assessment, the planning, design and the first half of the construction. The phase will take 12 months with some of the studies being completed concurrently. Phase II consists of the second half of the construction and will be completed in 12 months. Phase III will include the purchase of furnishings and equipment to include furnishings and equipment include tables, chairs, office desks and furniture, commercial kitchen appliances, cots, storage lockers and fire safety equipment. The project will be designed by a registered professional engineer and construction services procured through a sealed bid process.

1. Torrance County will plan, design and renovate existing building to include interior painting, replace water heater, repair leaks, replace carpet, exterior stucco and paint, purchase and install refrigerated air units, pave parking lot.
2. Torrance County will purchase a vehicle for meal delivery and transportation services.
3. Torrance County will purchase and replace existing meals equipment. The need to replace equipment at the senior center is essential to ensure daily operations are maintained.

13. Secured & Potential Funding Budget

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc. Amount Secured must match Funded to Date column in the Project Budget.]

Please complete table below with all secured and potential funding sources. (No decimals or dollar symbols \$) Instructions are available on the ICIP Data Entry manual, pages 17-18 which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amount Expended to Date	Date(s) Received	Comment
ALTSD	40,000					Vehicle
Capital Outlay	60,000					Bldg renovation/equipment
Totals	\$100,000.00		\$0.00	\$0.00		

14. **Project Budget.** Complete the Budget below. Include only unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amount secured listed in the Funding Budget. (No decimals or \$ signs.). All projects must include n amount not yet funded and cannot be Place Holder projects. Instructions available in the ICIP Data Entry manual, pages 19-22, which can be found on the ICIP website at <http://nmdfa.state.nm.us/ICIP.aspx>.

PROJECT BUDGET

Project Budget – Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts received above.

Category	Completed (Yes, No, N/A)	Funded to Date	2021	2022	2023	2024	2025	Total Project Cost
Water Rights	NA							
Easements & ROW	NA							
Acquisition	NA							
Archeological Studies	NA							
Environmental Studies	NA							
Planning								
Design (Engineer/Architect)								
Construction	No	No	80,000 60,000	10,000	10,000	10,000	10,000	
Furnishing/Equipment	No	No	40,000	15,000	15,000	15,000 70,000	15,000	
TOTALS			100,000					
Amount Not Yet Funded		100,000						

*with new
vehicle too*

15. PHASING BUDGET

Can this project be phased? Y N (If yes, please complete table below if project is Multi-Phased)

Phasing- Please select Stand Alone or Multi Phase

Stand Alone

- A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

Multi-Phased

- A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.
- If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases.
- In addition each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase Number	Amount	Plan	Design	Construct	Furnish/Equip	Other (Water Rights, ROW, Easements, Acquisition)	# Months to Complete
Phase 1	100,000			60,000	40,000		12
Phase 2							
Phase 3							
Phase 4							
Phase 5							
Totals							

16. Has your local government/agency budgeted for operating expenses for the project when it is completed?

- Y If Yes – please complete operating budget below.
 N If No – please explain. (150 maximum characters)

Type response in box.

ANNUAL OPERATING BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Operating Expenses plus Debt Service	[]	[]	[]	[]	[]
Annual Operating Revenues	[]	[]	[]	[]	[]

17. Does the project lower operating costs? Y N

If yes, explain and provide estimates of operating savings. (Include amount of savings.)

18. Identify who will assume the following responsibilities related to this project
(50 maximum characters for each.)

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19. Additional questions specifically on project.

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Please select

- 1-9 years
- 10-15 years
- 16 years or more.

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(7.) Does the project benefit all citizens within a recognized region, district or political subdivision? Y N Provide the number of people the project will benefit. 150

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*Agenda Item
No. 12-A*



*Agenda Item
No. 12-B*



*Agenda Item
No. 12-C*



State of New Mexico
**DEPARTMENT OF HOMELAND SECURITY &
 EMERGENCY MANAGEMENT**

P.O. Box 27111
 Santa Fe, NM 87502

SUB-RECIPIENT GRANT AGREEMENT
2019 Emergency Management Performance Grant (EMPG)
 2019 Federal Grant No.: EMT-2019-EP-00006-S01 CFDA No.: 97.042

1. SUB-GRANT NO.		2. SUB-RECIPIENT NAME		3. FIDUCIARY NAME	
EMT-2019-EP-00006-S01		Torrance County		Torrance County	
4. STATE DFA VENDOR NUMBER	5. EIN NUMBER		6. DUNS NUMBER		7. CAGE CODE
54405	85-6000257		095746517		5EJD7
8. SUB- RECIPIENT PHYSICAL ADDRESS			9. SUB-RECIPIENT REMIT ADDRESS		
P.O. Box 48 Estancia, NM 87016			P.O. Box 318 Estancia, NM 87016		
10. DHSEM CONTACT NAME:		11. CONTACT DESK PHONE:		505-476-0627	
Merrill Miller		CONTACT EMAIL ADDRESS:		DHSEM.Grants@state.nm.us	
12a. PERFORMANCE PERIOD START DATE		July 1, 2019		12b. PERFORMANCE PERIOD END DATE	
				June 30, 2020	
13. TOTAL AWARD AMOUNT:			\$42,790.32		
13a. EMPG FEDERAL AWARD COST MATCH			13b. EMPG TOTAL SUB-RECIPIENT AWARD COST MATCH		
\$21,395.16			\$21,395.16		
14a. NAME OF PROJECT AWARD				14b. AMOUNT AWARDED	
1	Salary & Benefits			\$	\$21,395.16
2				\$	
3				\$	
4				\$	
TOTAL AMOUNT OF PROJECTS				\$	\$21,395.16

RECITALS, GRANT REQUIREMENTS, ASSURANCES AND AGREEMENTS

RECITALS

WHEREAS, the New Mexico Department of Homeland Security and Emergency Management (DHSEM) has been designated by the United States Department of Homeland Security (DHS) to serve as grantee, and is thereby authorized to issue this agreement to the applicant, sub-recipient, and sub-grantee, **Torrance County**.

WHEREAS, funding has been obligated from the United States Department of Homeland Security (DHS) pursuant to a request by the applicant, sub-recipient, and sub-grantee, **Torrance County**.

NOW, THEREFORE it is mutually understood and agreed between the grantee, DHSEM, and sub-grantee, **Torrance County** as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The following additional contract documents are fully incorporated into this agreement and thereby constitute additional terms and conditions of this agreement:

This Agreement:

- 1) Attachment I Required Reimbursement Checklist
- 2) 2019 Emergency Management Performance Grant Application
- 3) 2019 Emergency Management Performance Grant Guidelines
- 4) 2019 Emergency Management Performance Grant Work Plan
- 5) 2019 DHSEM Emergency Management Performance Grant NOFO

ARTICLE 2: SCOPE OF WORK

As authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C Sections 5121 et. seq.), and Section 662 of the Post Katrina Emergency Reform Act of 2006, as amended (6 U.S.C. Section 762), **Torrance County** shall use EMPG funds to assist in preparing for all-hazards. Specifically, these funds shall be utilized by **Torrance County** to pay salary and benefits for the designated and approved staff previously identified in the EMPG grant application, and approved by the DHSEM Secretary. **Torrance County** shall match the Federal Award **\$21,395.16**, with a local jurisdictional amount of **\$21,395.16**, for a total project cost of **\$42,790.32**. All work performed pursuant to this agreement must comply with the approved EMPG work plan. All work must be completed within the performance period, between **July 1, 2019** and **June 30, 2020**. **Torrance County** shall not sub-grant any part of this award to any other entity or organization. Within the first reporting quarter, all awards require confirmation that expenditures in the budget category toward this project will be made. If not, DHSEM may execute a de-obligation of Federal funds, without recourse by **Torrance County**.

ARTICLE 3: PROJECT IMPLEMENTATION

Approved projects must commence within the first reporting quarter. If a project cannot commence and be operational within the first reporting quarter of the approved award date, the sub-grantee must submit a written statement to DHSEM, signed by the sub-recipient signatory officials, justifying the delay in implementation, the expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the sole discretion of DHSEM, the grant award is subject to cancellation and funds may be de-obligated and reallocated to other projects.

ARTICLE 4: REPORTING REQUIREMENTS

The sub recipient, **Torrance County** shall submit timely quarterly Financial Progress Reports and a quarterly Performance Progress Report to the DHSEM Grant Specialist. Use of outdated forms will not be accepted. All Quarterly reports are due: October 30, January 30, April 30, and July 30 within the period of performance beginning after the conclusion of the first quarter of the sub-grant. Requests for payment will be processed if both quarterly reports are received timely. Final reports are due 45 days after the end of Period of Performance. The Final Narrative Report will suffice as the Final Performance Progress Report.

The applicant must immediately report in writing to the DHSEM Grant Specialist any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-Grant Agreement. This requirement extends further to an obligation by the sub-recipient to report any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

ARTICLE 5: REIMBURSEMENTS

Submission of a request for reimbursement must be accompanied by both the Quarterly Financial Progress and Performance Progress reports. Reimbursement shall be based upon authorized and allowable expenditures consistent with the project narrative, grant guidelines, and the submission of timely Financial and Performance Progress Reports. Payments may be withheld by DHSEM pending correction of deficiencies. Reimbursement of expenditures shall be requested at least quarterly for expenditures within the performance period. Expenditures must be supported with source documentation (e.g. copies of proof of payment, invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.). Grant staff will not process reimbursement if quarterly performance and fiscal reports are not timely submitted.

CONTRACTS: All sole-source procurements, single vendor response to a competitive bid, and contracts require DHSEM pre-approval prior to implementation. Requests for reimbursement for contractual services must be accompanied by the relevant contract.

LOCAL MATCH: Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.

EQUIPMENT: Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL). Screenshots of the AEL number and description are required to be submitted along with the Request for Approval.

TRAVEL: All reimbursable travel must be pre-approved by DHSEM 30 days prior to travel date.

PER DIEM: Reimbursements for local jurisdictions cannot exceed the rates of the New Mexico Mileage and Per Diem Act.

TRAINING: Requires DHSEM pre-approval 30 days prior to registering or participating in training opportunities.

EXERCISE: Requires submission of an After-Action Report/Improvement Plan within 60 days after conduct of exercise.

FOOD AND BEVERAGES: Per National Preparedness Directorate (NPD) allowances, food and/or beverage expenses provided by recipients are allowable costs if:

- The food and/or beverages are provided to participants at training sessions, meetings, or conferences that are allowable activities under the NPD program guidelines; and
- Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences, satisfy the following tests:
 - o The cost of the food and/or beverages provided is considered to be reasonable;
 - o The food and/or beverages provided are subject of a work-related event and work continues after meals are served;
 - o Participation by all participants is mandatory; and
 - o The food and/or beverages provided are not related directly to amusement and/or social event. (Any event where alcohol is being served is considered a social event; therefore, costs associated with the event are not allowed).

NON-REIMBURSABLE EXPENSES:

- Training and related travel costs not pre-approved by DHSEM.
- Construction and renovation.
- Indirect costs
- Supplanting (using federal funds to purchase items previously budgeted for with state or local funds).
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Weapons and ammunition.
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, personal phone calls.
- Travel insurance, visa, and passport charges.
- Lodging costs in excess of State per diem, as appropriate.
- Food reimbursement when travel does not exceed 24 hours.
- Alcoholic beverages.
- Late fees or interest charges.
- Lobbying, political contributions, legislative liaison activities.

- Organized fund–raising, including salaries of persons while engaged in these activities.
- Land acquisition.
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.
- Non-Personnel expenses not pre-approved by DHSEM via Request for Approval.

ARTICLE 6: PERFORMANCE MEASURES

Quarterly Progress Reports shall demonstrate performance and progress relative to acceptable performance on applicable critical tasks in Exercises using approved scenarios:

1. Progress in achieving project timelines and milestones.
2. Percent measurable progress toward completion of project.
3. How funds have been expended during reporting period, and explaining expenditures related to the project.

ARTICLE 7: SUB-RECIPIENT MONITORING POLICY

Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHSEM reserves the right to periodically monitor, review, and conduct analysis of financial, programmatic, and administrative policies, procedures, and practices. This monitoring may include review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property and equipment management system, progress of project activities, etc.. Monitoring may include desk and field audits. Technical assistance is available from DHSEM staff.

ARTICLE 8: PROCUREMENT

When procuring property and services under this agreement, the sub-recipient will follow 2 CFR 200.318 through 2 CFR 200.326. The sub-recipient must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200. As such, the sub-recipient must use one of the methods of procurement identified in 2 CFR 200.320. The sub-recipient may request that its procurement system be reviewed by FEMA or DHSEM to determine whether its system meets standards in order for its system to be compliant

Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. **Each sole-source procurement single vendor response to a competitive bid and all purchases require prior approval of DHSEM.**

ARTICLE 9: CONTRACTS

Any contract entered into during this grant period shall comply with local, State and Federal government contracting regulations. Contracts for professional and consultant services must include local, State and Federal government required contract language, a project budget, and require pre-approval by DHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants.

ARTICLE 10: AUDIT REQUIREMENTS

As the Federal grant recipient, the State of New Mexico requires a sub-recipient expending \$750,000 or more in Federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with 2 CFR 500 Subpart F. **Torrance County** will permit the State of New Mexico Grant and Program officials and auditors to have access to the sub-recipient's and third-party contractors' records and financial statements as necessary for the State of New Mexico to comply with 2 CFR 500 Subpart F. Copies of audit findings must be submitted to DHSEM within 30 days after **Torrance County** receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier, in accordance with 2 AAC 45.010. Include the Federal agency name, program, grant number, and year; the CFDA title and number; and the name of the pass-through agency.

ARTICLE 11: PROPERTY AND EQUIPMENT MANGEMENT

The sub-recipient will follow the property standards articulated in 2 CFR 200.310 through 2 CFR 200.326. The sub-recipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to DHSEM annually each January 30 with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. No equipment purchased with these grant funds may be assigned to other entities or

organizations without the expressed approval in writing from DHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.

ARTICLE 12: NEPA/EHP COMPLIANCE

The sub-recipient must provide information to DHSEM to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The recipient must comply with all Federal, State and Local EHP requirements and obtain applicable permits and clearances.

Recipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older, and exercises. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. An EHP Screening Form will not need to be provided for those exercises that are planned to take place at previously approved facilities, such as, fire and police academies, search and rescue training facilities, and explosive testing centers. Any type of exercise that requires any type of land, water, or vegetation disturbance or building of temporary structures must undergo an EHP review.

Any change to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may result in ineligibility of grant funding.

ARTICLE 13: PUBLICATIONS

Publications created with funding under this grant shall prominently contain the following statement: This Document was prepared under a sub-grant from the U.S. Department of Homeland Security, and the New Mexico Department of Homeland Security and Emergency

Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security or the State of New Mexico.

ARTICLE 14: RECORDKEEPING

The sub-recipient will follow the record retention and access standards articulated in 2 CFR 200.333 through 2 CFR 200.337. The grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

ARTICLE 15: CHANGES TO AWARD

All change requests must be submitted either in writing or electronically to the designated DHSEM Sub-Grant Specialist for review and possible approval. All change requests must be accompanied by a justification narrative and a budget and spending plan. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this agreement have otherwise been met at the time the request. If approved by DHSEM, changes in the programmatic activities, purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions, will result in an amendment to this award.

ARTICLE 16: OTHER GENERAL PROVISIONS

- A. The performance period for this grant award is **July 1, 2019 through June 30, 2020**. Further, all personnel related grant activity must be completed between **July 1, 2019 and June 30, 2020**. Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. **All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period when the Final Progress and Financial Reports are due.**
- B. The 2019 SAFECOM *Guidance*, in coordination with stakeholders and Federal partners, and the 2014 National Emergency Communications Plan, targets funding priorities to address:
 - Priority 1: Governance and Leadership
 - Priority 2: Statewide Planning and Procedures for Emergency Communications
 - Priority 3: Emergency Communications Training and Exercises

- Priority 4: Activities that Enhance Operational Coordination
- Priority 5: Standards-Based Technology and Equipment

- C. Deployable / Shareable Assets - All assets supported in part or entirely with EMPG funding must be readily deployable to support emergency or disaster operations per existing Intrastate Mutual Aid System, (IMAS) and/or Emergency Management Assistance Compact (EMAC) and other mutual aid agreements.
- D. All assets supported in part or entirely with FY2019 EMPG funding that may not be physically deployable but support national response capabilities, such as interoperable communications systems and equipment, is considered shareable assets. Access to and use of these assets must be made readily available upon the request of the New Mexico Department of Homeland Security and Emergency Management.
- E. The sub-recipient shall comply with the requirements and restrictions of the DHS Federal NOFO and the FY2019 State Emergency Performance Grant Program Guidance, State Guidelines. By signing this obligating award document, the sub-recipient certifies it has read, understood and accepted these documents as binding.
- F. The signatures of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The sub-recipient shall follow the financial management requirements imposed on them by DHSEM, which includes the requirements of U.S. Department of Homeland Security.
- G. The signature of the signatory officials on this award attests to **Torrance County** understanding, acceptance, and compliance with Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant State or local funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.
- H. **Torrance County** shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.
- I. **Torrance County** shall comply with Federal Civil Rights Laws and Regulations: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991. **Torrance County** will take reasonable steps to ensure Limited

English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13347 Individuals with Disabilities in Emergency Preparedness requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

- J. **Torrance County** certifies that it has an Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP) (for USDHS/DOJ grants). An EEOP is not required for recipients of less than \$25,000.00 or fewer than 50 employees.

- K. **Torrance County** certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.

- L. It is the responsibility of **Torrance County** as the recipient of these federal funds to fully understand and comply with the requirements of:
 - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements, OMB Standard Form 4248 Assurances -Non-Construction Programs, OMB Standard Form 4240 Assurances - Construction Programs, 2 C.F.R. Part 200, 2 C.F.R. Part 3002
 - Whistleblower Protection Act
 - 10 U.S.C Section 2409
 - 41 U.S .C. 4712
 - 10 U.S.C. Section 2324
 - 41 U. S. C. Sections 4304
 - 41 U. S. C. Sections 4310
 - Use of DHS Seal, Logo and Flags - All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags.
 - USA Patriot Act of 2001, 18 U.S.C. Sections 175 175c
 - Universal Identifier and System of Award Management (SAM), 2 C.F.R. Part 25, Appendix A
 - Reporting of Matters Related to Recipient Integrity and Performance, 2 C.F.R. Part 200
 - Rehabilitation Act of 1973, 29 U.S.C. Section 794
 - Trafficking Victims Protection Act of 2000, Section 106(g) 22 U.S.C. section 7104, 2 CFR Section 1 75.15
 - Terrorist Financing
 - SAFECOM
 - Reporting Sub-Awards and Executive Compensation
 - Procurement of Recovered Materials, Solid Waste Disposal Act, Resource Conservation Recovery Act
 - Environmental Protection Agency (EPA) 40 C. F.R. Part 247
 - Patents and Intellectual Property Rights

- Bayh-Dole Act. Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. , 37 C.F.R. Part 401 , 37 C.F.R. Section 401.14
- DHS/FEMA EMPG Notice of Funding Opportunity Requirements - All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
- Non-supplanting Requirement - All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.
- Lobbying Prohibitions, 31 U.S.C. Section 1352
- Limited English Proficiency (Civil Rights Act of 1964, Title VI), <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited>
- Hotel and Motel Fire Safety Act of 1990
- Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. Section 2225
- Fly America Act of 1974, 49 U.S.C. Section 41102, 49 U.S.C. Section 40118
- Comptroller General Decision B-138942
- Best Practices for Collection and Use of Personally Identifiable Information (PII) - DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.
- Americans with Disabilities Act of 1990, 42 U. S. C. Sections 12101, 12213
- Age Discrimination Act of 1975, Title 42 U.S. Code section 6101 et
- Activities Conducted Abroad - All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- Acknowledgment of Federal Funding from DHS - All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- Federal Leadership on Reducing Text Messaging while Driving
- Federal Debt Status
- False Claims Act and Program Fraud Civil Remedies, 31 U. S. C. Section 3729, 31 U. S.C. Section 3801-3812
- Energy Policy and Conservation Act, 42 U.S.C. Section 6201

- Education Amendments of 1972 (Equal Opportunity in Education Act), 20 U.S.C. section 1681 et seq, 6 C.F.R. Part 17 and 44 C.F.R. Part 19
- Duplication of Benefits, 2 C.F. R. Part 200, Subpart E
- Drug-Free Workplace Regulations, 41 U.S. C. section 701 et seq, 2 C.F.R Part 3001
- Debarment and Suspension, Executive Orders, 12549 and 12689, and 2 C.F.R. Part 180
- Copyright, 17 U.S.C. sections 401 or 402
- Civil Rights Act of 1968, Title VIII of the Civil Rights Act of 1968, 42 U.S.C. section 3601 et seq, 24 C.F.R. Part 100, 24 C.F.R Section 100.201
- Civil Rights Act of 1964 - Title VI, 42 U.S.C. Section 2000d et seq, 6 C.F.R. Part 21, 44 C.F.R. Part 7
- DHS Specific Acknowledgements and Assurances
 - All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
 - Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
 - Recipients must give DHS access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
 - Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 - Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hg.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
 - In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and

- findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.
- The United States has the right to seek judicial enforcement of these obligations.
- Disposition of Equipment Acquired Under the Federal Award, 2 C.F.R. Section 200.313
- National Environmental Policy Act, National Environmental Policy Act (NEPA), Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA
- Nondiscrimination in Matters Pertaining to Faith-based Organizations, 6 C. F. R. Part 19

ARTICLE 17: PENALTY FOR NON COMPLIANCE

For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHSEM shall notify the sub-recipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The sub-recipient must respond within 5 days of receipt of notification.

- a) Unwillingness or inability to attain project goals
- b) Unwillingness or inability to adhere to Special Conditions listed in Article 19
- c) Failure or inability to adhere to grant guidelines and federal compliance requirements
- d) Improper procedures regarding contracts and procurements
- e) Inability to submit reliable and/or timely reports
- f) Management systems which do not meet federal required management standards
- g) Failure or inability to adhere to the terms and conditions of this agreement

ARTICLE 18: TERMINATION

For Cause: If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHSEM will provide notice of five (5) days to the sub-recipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHSEM will reimburse the sub-recipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at

the discretion of DHSEM until completion of a final DHSEM review. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

For Convenience: This Agreement may be terminated without cause by either of the parties upon written notice delivered to the other party at least 30 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party's obligations for performance or liabilities for failure to perform already incurred prior to the date of termination. Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security (USDHS) and the DHSEM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

ARTICLE 19: SPECIAL CONDITIONS

*Grant funds cannot be expended until these conditions have been met.

1. EMPG Notice of Funding Opportunity Requirements - All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
2. The grant award amount is a funding allocation, and is not to be interpreted as expenditure authorizations or approvals. Pre-approval from DHSEM's Local Preparedness Program, Training and Exercise Program, and Administrative Service Bureau (ASB) is required for all purchases regardless of any application review.
3. All awarded projects must be planned for, conducted, budgeted and expended within the designated performance period. Furthermore, at least 25% of the grant award must be expended in the first quarter for each project; some exceptions and/or extenuating circumstances may apply.
4. All sub-recipients must complete a National Incident Management System (NIMS) Assessment on or before September 30 of each year. All funded beneficiaries, to include but not limited to, first response agencies and special teams must also complete a NIMS Assessment. Continuing working on NIMS implementation objectives throughout the performance period of the grant and thereafter.
5. All sub-recipients must complete and/or revise their Threat Hazard Identification Risk Assessment (THIRA) every May 30 every 2 years.
6. All sub-recipients must complete and/or revise their local and/or regional Tactical Interoperable Communication Plan (TICP) every year.
7. All sub-recipients must have a fully promulgated All Hazards Emergency Operations Plan (EOP).
8. All Whole Community Preparedness sub-recipients must have a coordinating body to serve as their Citizen Corps Whole Community Council, with membership that includes, but is not limited to: representatives from emergency management, homeland security, law enforcement, fire service, EMS, public health, hospitals, HCCs, or their designee, elected officials, the private sector especially privately owned critical infrastructure, private nonprofits, nongovernmental organizations including faith-based, community-based, and voluntary organizations and advocacy groups.
9. All EMPG funded personnel shall participate in exercises as a controller, evaluator, facilitator, player, or planning team member within the 12 month performance period of this award; performance progress for each funded position will be measured on each quarterly report. All AAR/IP and/or AAR/IP input forms must be sent to the DHSEM Exercise Officer no later than 60 days after the exercise.
10. All EMPG performance activities will be monitored by the Local Preparedness Program on a quarterly basis or as needed to ensure sub-recipients are conducting progressive activities to ensure project completion within the specified performance period.

11. Quarterly financial and progress reports are due on April 30, July 30, October 30, January 30 within the Period of Performance. Final reports are due 45 days after the end of Period of Performance.
12. All equipment must be purchased and deployed in accordance set forth in the FY 2019 EMPG NOFO. All assets supported in part or entirely with FY 2019 EMPG funding must be readily deployable to support emergency or disaster operations per existing EMAC agreements.
13. A DHSEM Approved Request for Approval is required prior to any non-personnel purchases/expenditures.
14. All requests must be reviewed and approved by the Local Preparedness Program. All requests must meet the original scope of the project. All approved revisions shall result in a sub-grant amendment.
15. If a revision of the project(s) scope of work is requested, it must be pre-approved by the Local Preparedness Program before the jurisdiction can proceed with the Request for Approval (RFA) process. If the revision is approved, the Local Preparedness Program may request additional documentation to proceed with recommendation to DHSEM Leadership for final approval.
16. The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period.
17. All expenditures that are incurred above and beyond the amount of this sub-grant agreement are the sole responsibility of the sub-recipient of this award.
18. The FEMA approved National Environmental Protection Agency-Environmental Historic Preservation (NEPA/EHP) screening form must be submitted prior to any ground disturbance, modification to buildings, etc.
19. Procurement from Minority Owned and Women Owned Business is encouraged, and must be tracked and reported to DHSEM on the quarterly reports.
20. Annual external audit reports must be submitted to DHSEM within 30 days of receipt by sub-recipients.
21. All Contracts for goods and services, to include the project scope of work, must be reviewed and approved the Local Preparedness Program and Administrative Services Bureau before execution, to include signing of contract between parties.
22. Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted back to DHSEM.
23. Extensions based on exigent or emergency circumstances will be made on case-by-case basis, with the final determination resting with DHSEM. Applicants who experience technical issues must notify the Local Preparedness Coordinator assigned to their area.



State of New Mexico
DEPARTMENT OF HOMELAND SECURITY & EMERGENCY
MANAGEMENT
 P.O. Box 27111
 Santa Fe, NM 87502

The acceptance of a sub-grant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the sub-grantee Torrance County to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management.

SUB-RECIPIENT GRANT AGREEMENT
Signature of Acceptance

SUB RECIPIENT SIGNATURES			
SIGNATURE OF EMERGENCY MANAGEMENT PROGRAM MANAGER			
PRINTED NAME:			
OFFICIAL SIGNATURE:			DATE:
CONTACT NUMBER:		E-MAIL ADDRESS:	
SIGNATURE OF JURISDICTION CHIEF FINANCIAL OFFICER			
PRINTED NAME:			
OFFICIAL SIGNATURE:			Date:
CONTACT NUMBER:		E-MAIL ADDRESS:	
SIGNATURE OF JURISDICTION SIGNATORY OFFICIAL			
PRINTED NAME:			
OFFICIAL SIGNATURE:			DATE:
CONTACT NUMBER:		E-MAIL ADDRESS:	
NM DHSEM SIGNATURES			
SIGNATURE OF DHSEM GRANTS MANAGER		DATE	
OFFICIAL SIGNATURE:			
Print Name: <i>Juanita Abeyta</i>			
SIGNATURE OF DHSEM CABINET SECRETARY		DATE	
OFFICIAL SIGNATURE:			
Print Name: <i>Jackie Lindsey</i>			

**Please print two (2) originals, sign both and mail to: Grants Management Unit, P.O. Box 27111, Santa Fe, NM 87502*

ATTACHMENT I

Required Reimbursement Checklist

Please Note: DHSEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations. Please only check the categories that apply to the reimbursement you are currently requesting.

EQUIPMENT

- Have all invoices been included?
- Has AEL # been identified for each purchase?
- If service/warranty expenses are listed, are they only for the performance period of the grant?
- Has proof of payment been included? (e.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement)
- If EHP form needed – has copy of it and approval from DHS/FEMA been included?

CONSULTANTS/CONTRACTORS

- Does the amount billed by consultant add up correctly?
- Has all appropriate documentation to denote hours worked been properly signed?
- Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and sign-up sheet with meeting date must be included).
- Has the invoice from consultant/contractor been included?
- Has proof of payment been included? (e.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

SALARY POSITIONS (Note: this applies to positions billed under M&A)

- Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)?
- Has a time period summary sheet been included for total claimed amount?
- Has a general ledger payroll report been included for total claimed amount? Ensure this report includes both employee and employer payroll information (i.e. benefits/contributions).
- Does the back-up documentation include a copy of the check stub per employee for the time period covered?
- Does the back-up documentation provided match the time period for which reimbursement is being requested?

TRAINING

- Is the course DHS/FEMA approved? Is there a course or catalog number? If not, has DHSEM approved the non-DHS training request form? Is supporting documentation included your reimbursement request?
- Have sign-in sheets, rosters and agenda been provided?

- If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (e.g. system generated ledger, canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

MATCHING FUNDS

- Contributions are from Non Federal funding sources.
- Contributions are from cash or in-kind contributions which may include training investments.
- Contributions are not from salary, overtime or other operational costs unrelated to training.

###



Torrance County

*P.O. Box 48
205 South Ninth Street
Estancia, New Mexico 87016
505-544-4700*

Ryan Schwebach,
Chair
District 2

Kevin McCall
District 1

Javier Sanchez
District 3

Wayne A. Johnson
County Manager

Tracy Sedillo
Treasurer

Linda Jaramillo
Clerk

Jesse Lucero
Assessor

Martin Rivera
Sheriff

Josie Chavez
Probate Judge

TO: Cheryl Allen

FROM: John M. Butrick, Esq. – County Attorney

DATE: August 19, 2019

RE: Form and Sufficiency of the 2019 EMPG Agreement

This signifies that I have reviewed the 2019 Emergency Management Performance Grant (EMPG) Agreement and approve it as to form and sufficiency.

Respectfully,

A handwritten signature in cursive script, appearing to read "John M. Butrick", written over a horizontal line.

John M. Butrick



Torrance County Grants Committee

Grant review Summary

Department & Project Manager: Emergency Manager, Matt Propp Fund 826 Date: 8/19/2019

Type of Grant: Reimbursable Match Other:

Table with 2 columns: Name of Grant, Grant/Agreement Number, Grantor, Grant Term, Grant Funding, Administration Fee, Report Requirements, matching, Project Description, Legal Requirements, Committee Concerns.

Recommend: [checked] Approve, Approve With Conditions, Do Not Approve

Grants Committee:

County manager

[Signature] Purchasing Director

County Treasurer

[Signature] Finance Director

[Signature] Grant Coordinator



*Agenda Item
No. 12-D*

**TORRANCE COUNTY
STATE OF NEW MEXICO**

REQUEST FOR PROPOSALS (RFP)

**SOUTHERN TORRANCE COUNTY
ECONOMIC DEVELOPMENT PLAN**



RFP TC-FY20-01

**TORRANCE COUNTY PURCHASING
205 S Ninth Street
P.O. Box 48
Estancia, NM 87016**

July 19, 2019

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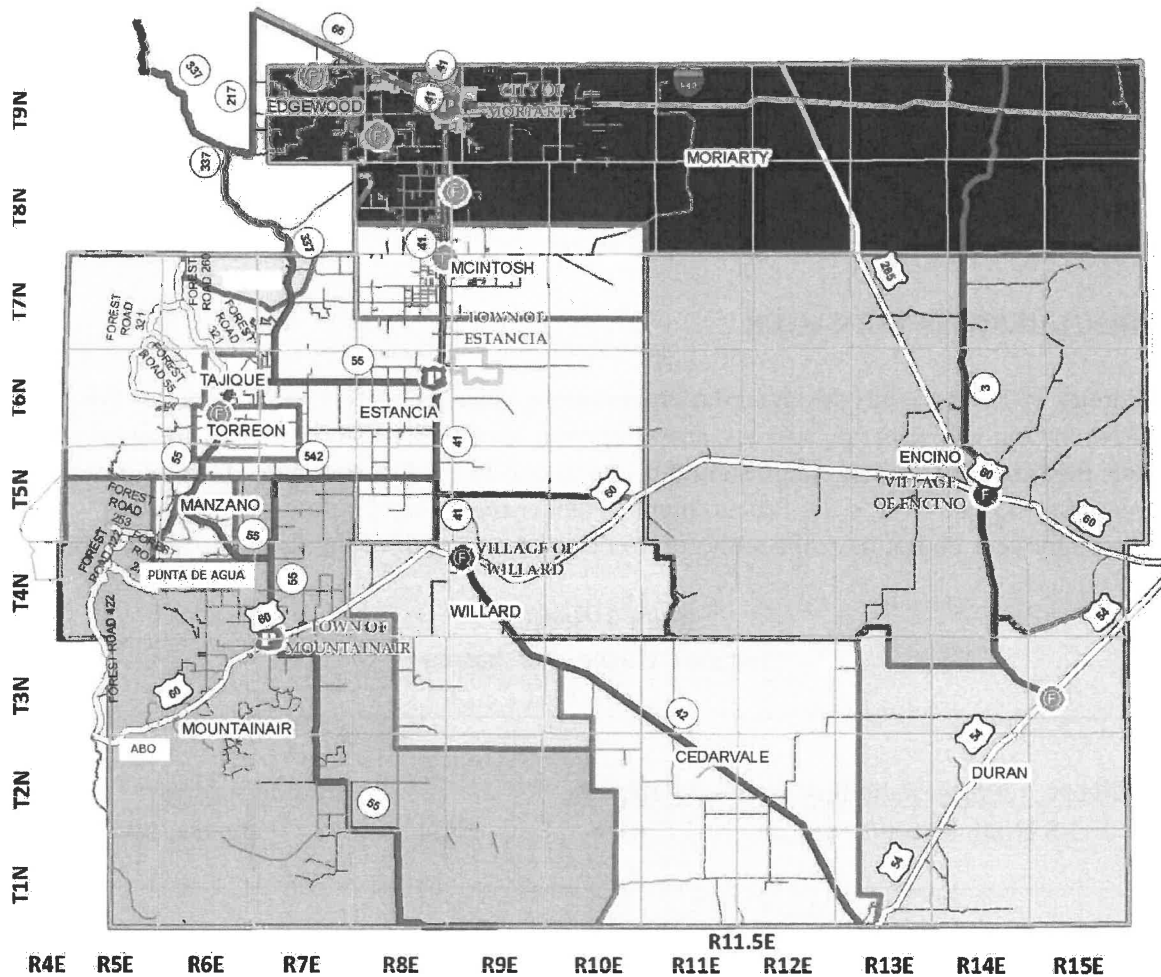
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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Torrance, State of New Mexico, on behalf of the Torrance County Board of County Commissioners, seeks sealed proposals from qualified parties for an economic development plan for southern Torrance County as pictured below.



Disclaimer
 This map was produced by the Torrance County Assessor using GIS data developed primarily for assessment purposes. The County does not own liability for the accuracy or timeliness of the information presented on this map. If you have found the information on this map to be in error, please call the Torrance County Assessor's office at (505) 246-4727 or GIS Rural Addressing at (505) 246-4728.

THE SIDWELL COMPANY
 675 Sidwell Ct.
 St. Charles, IL 60174-3492
 TEL 630.549.1000 FAX 630.549.1111
www.sidwellco.com

Legend					
	Fire Station EMS		COUNTY ROAD		OTHER FEDERAL
	Fire Station No EMS		INTERSTATE HIGHWAY		STATE NUMBERED HIGHWAY
	Police		MAINTAINED COUNTY ROAD		UNCLASSIFIED
	CITY ROAD		NON-MAINTAINED ROAD		US HIGHWAY
			ON/OFF RAMP		MUNICIPALITIES

B. SUMMARY SCOPE OF WORK

The scope of work consists of economic development services to compile phase 1 of an economic development strategy for Torrance County focusing on the southern portion of the County where direct access to the I-40 corridor limits opportunities.

C. SCOPE OF PROCUREMENT

The scope of the procurement consists of providing a comprehensive economic development plan for designated southern Torrance County. The duration of the professional services contract resulting from this RFP shall be for one (1) year from the date of award. This professional services contract will be exclusive to one year, with no automatic renewal. However, Torrance County reserves the right to renew this contract for up to three (3) additional one (1) year terms as provided by this Contract or law and with the concurrence of contractor. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 131-150 NMSA 1978. This procurement will result in a single source award.

D. PROCUREMENT MANAGER

The County of Torrance has designated a Procurement Manager who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other County employees do not have the authority to respond on behalf of the County of Torrance.

Noah J. Sedillo
Torrance County Purchasing

<u>Delivery Address (Including proposal delivery):</u> 205 S Ninth Street // Estancia, NM 87016	<u>Mailing Address:</u> P.O. Box 48 // Estancia, NM 87016
--	--

Phone: (505) 544-4730
Cellular: (505) 573-7287
Fax: (505) 384-5294
E-mail: njsedillo@tcnm.us

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Noah J. Sedillo's Delivery Address, above.

E. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Board of County Commissioners” (also “BCC”) means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of County government.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or “Agreement” means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Offeror who enters into a binding contract.

"County" means the County of Torrance, State of New Mexico.

"Determination" means the written documentation of a decision of the procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable” refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor. (As opposed to a “mandatory” item or factor.)

"Evaluation Committee" means a body appointed by County management to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor. (As opposed to a “desirable” item or factor.) Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

"Local public body" means every political subdivision of the State of New Mexico and the agencies, instrumentalities and institutions thereof, including two-year post-secondary

educational institutions, school districts and local school boards and municipalities. "Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Procurement Manager" means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Procuring agency of the County" means the department or other subdivision of the County of Torrance that is requesting the procurement of services or items of tangible personal property.

"Purchase Order" or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means the County of Torrance Purchasing Office or the Torrance County Purchasing Agent.

"Purchasing Agent" or "PA" means the Purchasing Agent for the County of Torrance.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity and delivery requirements.

"Statement of Compliance" and "Statement of Concurrence" mean an express statement, by the Offeror in their proposal, that they agree with and agree to the stated requirement(s). Possible examples of acceptable responses include "The [NAME HERE Company] agrees to comply with this requirement." and "The [NAME HERE Company] concurs with this requirement."

F. RESIDENT/VETERAN BUSINESS PREFERENCE

1. Resident Business Preference

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate with their bid, as required by 13-1-22 NMSA 1978.

In order for a Bidder to receive preference as a resident business, that Bidder must submit a copy of their resident business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

2. Resident Veterans Preference

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. [Please see Section V.C.4 for more information and especially note Appendix F.] In order for a Bidder to receive preference as a resident veteran business, that Bidder must submit a copy of their resident veteran business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

G. PROCUREMENT LIBRARY

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

- New Mexico Procurement Code

<https://laws.nmonesource.com/w/nmos/Chapter-13-NMSA-1978#!fragment//BQCwhgziBcwMYgK4DsDWszIQewE4BUBTADwBdoByCgSgBplTCIBFRQ3AT0otojIzYANkIDCSNNACEyPoTC4EbDtypyFCAMp5SAIW4AIAKIAZlwDUAggDIRR2qTAAjaKWxxq1IA>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and contains the general requirements governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

ACTION	DATE
1. Issue RFP	Friday, 7/19/2019
2. Return of “Acknowledgment of Receipt” Form for Distribution List	Thursday, 7/25/2019
3. Deadline to Submit Additional Questions	Tuesday, 7/30/2019 5:00 pm MDT
4. Response to Written Questions/ RFP Amendments	Thursday, 8/1/2019 5:00 pm MDT
5. Submission of Proposal	Monday, 8/12/2019 2:00 pm MDT
6. Proposal Evaluation	Thursday, 8/15/2019
7. Selection of Finalist(s)	Monday, 8/19/2019
8. Best & Final Offer (If requested)	Tuesday, 8/20/2019
9. Contract Award*	Wednesday, 8/28/2019
10. Protest Deadline	Thursday, 9/12/2019

*Contract award is subject to approval of the Board of County Commissioners or Designee.

B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue RFP

This RFP is being issued by the Torrance County Purchasing Agent on behalf of the County of Torrance and the Torrance County Board of County Commissioners.

2. Return of “Acknowledgment of Receipt” Form for Distribution List

Potential Offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form

shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Deadline to submit additional written questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager (See Section I, Paragraph D.)

4. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the Torrance County Purchasing Office web site (Torrancecountynm.org, via the "Contact Us" tab under the "RFB & RFP" tab). Notification of such posting shall be provided to all potential Offerors that have returned the "Acknowledgement of Receipt" Form found at Appendix A. A new "Acknowledgement of Receipt" Form will accompany the posted distribution package. The form should be signed by the Offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

5. Submission of Proposal

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 5:00 PM MDT ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the "Economic Development Plan for Southern Torrance County", should reference "RFP TC-FY20-01" and should indicate the deadline for receipt (due date and time.) Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all Offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

6. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by County management. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Manager may at his option initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

The Evaluation Committee may select and the Procurement Manager may notify finalist Offerors on the date indicated in Section II.A (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.

8. Best and Final Offers

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II.A (Sequence of Events), above.

9. Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Agent anticipates the Board of County Commissioners will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the Board of County Commissioners.

Any contract awarded shall be awarded to the Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

10. Protest Deadline

Any protest by an Offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978. The fifteen (15) day protest period for timely Offerors shall begin on the day following contract award and will end at 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including

appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Agent.

Torrance County Purchasing
Attn. Noah J. Sedillo, County Purchasing Agent
205 S Ninth Street
PO Box 48
Estancia, New Mexico 87016

NOTE: Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (131-28 NMSA 1978) and Torrance County Procurement Policy (Resolution 2018-32).

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix D). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this RFP shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will only make contract payments to the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the County Purchasing Office.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I to 57-3A7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Agent shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Torrance County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the County in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the County the contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix B, Professional Services Contract. However, the County reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the County's terms and conditions, as contained in this Section or in Appendix B, that Offeror must propose specific alternative language. The County may or may not accept the alternative language, at the County's sole discretion. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and could lead to disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

16. Offeror's Terms and Conditions

Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the County. The County may or may not accept the additional language, at the County's sole discretion.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

22. County Rights

The County reserves the right to accept all or a portion of an Offeror's proposal.

23. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the County. However any technical or user documentation submitted with the proposals of nonselected Offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

24. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

25. Competition

By submitting a proposal, Offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the County.

26. Use by Other Government Entities

By submitting a proposal, Offeror indicates that they understand and agree that other government entities within the State of New Mexico, or as otherwise allowed by their governing directives, may contract for the goods or services included in this procurement document with the awarded contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation or liability incurred by Torrance County.

27. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of any agreement resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the County of Torrance.

28. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

29. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the County, the version maintained by the County shall govern.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offeror's may submit only one (1) response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver eight (8) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for eight (8) identical copies would be fulfilled by submitting the original and seven [7] copies of the original. The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures. (An exception to this requirement is made for the "Cost Response Form" and the "Campaign Contribution Disclosure Form". See Section III.C.1, immediately below.)

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1. Proposal Organization

The proposal should be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence shown unless otherwise indicated.

- a. Letter of Transmittal Form (See Appendix D)
- b. Valid In-State Resident or Veteran Preference Certificate (Optional at Offeror's discretion. See Section I.F.)
- c. Table of Contents
- d. Cost Response Form* (See Appendix C) in a sealed and labeled envelope
- e. Campaign Contribution Disclosure Form* (See Appendix E) in a sealed and labeled envelope
- f. Proposal Summary (Optional)
- g. Response to Specifications

h. Other Supporting Material (Optional. See Section III.C.3., below)

*Only the single original needs to be provided and must be secured in the binder marked "Original" in the required sealed and labeled envelope.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Unless otherwise specified in this RFP, all discussion of proposed costs, rates or expenses must occur only on the Cost Response Form, Appendix C.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

A proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

2. Letter of Transmittal Form

The Letter of Transmittal Form at Appendix D **must** be completed, signed and included with the Offeror's proposal.

3. Other Supporting Materials

Offerors may attach other materials which they feel may improve the quality of their responses. However, these materials may not be reviewed by members of the Evaluation Committee and **will not** be scored.

IV. SPECIFICATIONS

A. INFORMATION

1. In-State Resident or Veteran Preference

A valid In-State Resident or Veteran Preference Certificate issued by the New Mexico Taxation and Revenue Department **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident or veteran business. See Section I.F, above, for more information.

2. Response to Requirements

Each mandatory requirement in sections IV.B.1 through IV.B.8, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal. Each desirable requirement in sections IV.C.1 through IV.C.2, below may be answered at the Offeror's discretion. Failure to respond to a desirable requirement will result in a score of zero (0) being assigned for that requirement.

B. MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points)

Offeror must complete and submit the "Letter of Transmittal Form", found at Appendix D, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the party.

2. Experience with New Mexico Local Public Body (100 Points)

Offerors must have a minimum of two (2) years of experience providing services to a New Mexico local public body. Offerors must describe, in narrative form, how they meet this requirement. The response must include the total number of years of experience being claimed. This should include a break-down per local public body if experience with more than one local public body is being claimed.

3. Capability and Agreement to Perform (0 Points)

Offeror certifies that they are capable and qualified to provide the products or services required by this RFP and agrees to perform the Scope of Work as specified in the Contract at Appendix B. A statement of concurrence is required.

4. Campaign Contribution Disclosure Form (0 Points)

Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Torrance are BCC Chairmen Ryan Schwebach; Commissioners Kevin McCall and Javier Sanchez; Assessor Jesse Lucero; Clerk Linda Jaramillo; Probate Judge Josie Chavez; Sheriff Martin Rivera; and Treasurer Tracy Sedillo.)

5. Accessibility (200 Points)

If awarded the contract, Contractor must be available to respond to County queries Monday – Thursday from 8 am to 5 pm, but not limited to. Contractor must be able to travel to and throughout Torrance County to conduct independent research, field studies, SWOT analysis, interviews, public meetings, and workshops within and outside normal business hours to deliver a high-level of accessibility to stakeholders. Contractor must commit to presentations during regularly scheduled BBC meetings. Offeror must explain, in narrative format, how they will meet this requirement with a focus on their accessibility.

6. Tax Obligations (0 Points)

Bidders/Proposers are required to certify that they are not delinquent in the payment of their tax obligations and that they will not become delinquent in the payment of their tax obligations during the term of any contract that may be awarded pursuant to this solicitation. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the noncompliant contractor. Bids/Proposals that fail to comply with the certification requirements will be considered non-responsive and excluded from further consideration. A statement so certifying is required.

7. Cost (50 Points)

Offeror must complete and submit the Cost Response Form, at Appendix C, providing proposed contract cost for accomplishing the scope of work. State gross receipts and local option taxes (if any) shall not be included in the proposed cost. Such taxes shall be separately reimbursed to the contractor by the County.

8. Sample Economic Development Plans (100 Points)

Offeror must provide a minimum of two (2) samples of previously completed economic development plans conducted in New Mexico representative of rural, small organizations, communities, or counties.

C. DESIRABLE REQUIREMENTS

1. Specific Experience

a. Experience with Economic Development Planning (75 Points)

Offerors should be familiar with, and experienced with researching and authoring economic development plans. Offerors should describe, in narrative

form, how they meet this requirement describing similar experience with comparable local public bodies. The response should include the description of a situation that the Offeror feels best describes their experience and success in this area.

b. Experience with Community Outreach (75 Points)

Offerors should be familiar with, and experienced in dealing with public outreach including conducting public meetings, running workshops, and interviewing stakeholders. This will include publishing agendas and preparing minutes. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation that the Offeror feels best describes their experience and success in this area.

c. Experience with Economic Analysis (75 Points)

Offerors should be familiar with, and experienced with economic analysis. Offerors should be able to develop a regional understanding while focusing on specific communities. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation that the Offeror feels best describes their experience and success in this area.

d. Experience with Milestone Planning (75 Points)

Offerors should be familiar with, and experienced with establishing economic development goals to address strengths and weaknesses. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation that the Offeror feels best describes their experience and success in this area.

e. Experience with Documentation (75 Points)

Offerors should be familiar with, and experienced in dealing with in compiling and writing economic development plans. Offerors should describe, in narrative form, how they meet this requirement. Offerors should provide minimum of two (2) samples illustrating experience in this area.

f. Experience with Public Presentation (75 Points)

Offerors should be familiar with, and experienced in preparing and conducting presentations in informal and formal settings. This will included conducting public meetings, organizing and facilitating workshops, and presenting to public bodies. Offerors should describe, in narrative form, how they meet this

requirement. The response should include the description of a situation that the Offeror feels best describes their experience and success in this area.

2. References (100 Points)

Offeror should provide names and current contact information for at least three (3) local public bodies, or similar government entities, for which your firm has provided similar services. Offeror must also describe the type of service provided to each, when the service was performed, the duration of the service, and implementation and success of the service.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual Offeror proposals.

REF.	REQUIREMENT	POINTS AVAIL.
IV.B.1	Letter of Transmittal Form	0*
IV.B.2	Experience with New Mexico Local Public Body	100
IV.B.3	Capability and Agreement to Perform	0*
IV.B.4	Campaign Contribution Disclosure Form	0*
IV.B.5	Accessibility	200
IV.B.6	Tax Obligations	0*
IV.B.7	Cost	50
IV.B.8	Sample Economic Development Plans	100
IV.C.1.a	Experience with Economic Development Planning	75
IV.C.1.b	Experience with Community Outreach	75
IV.C.1.c	Experience with Economic Analysis	75
IV.C.1.d	Experience with Milestone Planning	75
IV.C.1.e	Experience with Documentation	75
IV.C.1.f	Experience with Public Presentation	75
IV.C.2	References	100
TOTAL		1,000

*Pass/Fail only.

Points will be awarded based on the evaluation factors found in V.B.1 through V.C.2, below, as indicated.

B. EVALUATION FACTORS: MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points)

Pass/Fail only.

2. Experience with New Mexico Local Public Body (100 Points)

Points will be awarded based on the depth and breadth of the overall experience of the Offeror. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

3. Capability and Agreement to Perform (0 Points)

Pass/Fail only.

4. Campaign Contribution Disclosure Form (0 Points)

Pass/Fail only.

5. Accessibility (200 Points)

Points will be awarded based on the convincingness of the Offeror's response to the requirement to be available as indicated, ease of reaching the Offeror whenever needed, the number of optional methods available to reach the Offeror, and the convincingness of the Offeror's explanation of how they will be easily accessible.

6. Tax Obligations (0 Points)

Pass/Fail only.

9. Cost (50 Points)

Points will be awarded based on the total cost proposed on the Cost Response Form.

C. EVALUATION FACTORS: DESIRABLE REQUIREMENTS

1. Specific Experience

a. Experience with Economic Development Planning (75 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

b. Experience with Community Outreach (75 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

c. Experience with Economic Analysis (75 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

d. Experience with Milestone Planning (75 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

e. Experience with Documentation (75 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

f. Experience with Public Presentation (75 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

2. References (100 Points)

Points will be awarded based on the similarity of the organizations dealings indicated to the requirements of this RFP as well as the reference's satisfaction in their dealings with the Offeror and the provided products or services. The Evaluation Committee may call any or all of the references. Reference responses to this section will also be compared to reference responses from other Offerors under this RFP. More weight will be given to references from local public bodies.

D. EVALUATION PROCESS

1. Initial Review

All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.

2. Clarifications

The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.

3. Other Information Sources

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

4. Resident Business/Contractor Preference

13-1-21 NMSA 1978 provides for preference for resident businesses and contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate or a valid resident contractor certificate with their proposal, as required by 13-1-22 NMSA 1978.

5. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist Offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Purchasing Agent, and any other required approving authorities. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

PROFESSIONAL SERVICES FOR TORRANCE COUNTY

RFP TC-FY20-01

Southern Torrance County Economic Development Plan

In acknowledgment of receipt of this Request for Proposals, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix E.

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than July 25, 2019.

The firm listed below does/does not (circle one) intend to respond to this Request for Proposals.

FIRM: _____

REPRESENTED BY: _____ TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposals.

Please return to:

Noah J. Sedillo
Torrance County Purchasing
205 S Ninth Street
PO Box 48

Estancia, NM 87016
Phone: (505) 544-4730
Cellular: (505) 573-7287
Fax: (505) 384-5294
E-mail: njsedillo@tcnm.us

APPENDIX B

PROFESSIONAL SERVICES CONTRACT FOR TORRANCE COUNTY

RFP TC-FY20-01

Southern Torrance County Economic Development Plan

THIS AGREEMENT is made and entered into by and between the County of Torrance, _____, hereinafter referred to as the "County" and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. Compensation.

A. The County shall pay to the Contractor in full payment for services satisfactorily performed _____ dollars (\$_____), to be invoiced according to negotiated milestones, deliverables, and services rendered upon contract award. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the County to the Contractor in equal monthly amounts. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). In no event will the Contractor be paid any amount in excess of the specified total amount payable without this Agreement being amended in writing.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed, specified on a minimum of a quarter hour basis, and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor

within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This professional services agreement is for one (1) year from the date of award. This professional services contract will be exclusive to one year, with no automatic renewal. However, Torrance County reserves the right to renew this contract for up to three (3) additional one (1) year terms as provided by this Contract or law and with the concurrence of contractor. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 131-150 NMSA 1978. This procurement will result in a single source award.

4. Termination.

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

B. Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection,

preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;
- 2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal

affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Torrance County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Disclaimer and Hold Harmless.

Torrance County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Torrance County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Torrance County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County of Torrance from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any

officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Torrance and the New Mexico Association of Counties by certified mail.

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Authority.

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

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled “Patent, Copyright, Trademark, and Trade Secret Indemnification” and “Indemnification” shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting. The Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Incorporation and Order of Precedence.

Request for Proposals No. TC-FY20-01 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the County of Torrance against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Torrance based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Torrance for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Torrance shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

36. Professional Liability Insurance.

Contractor agrees to maintain in full force throughout the duration of the Agreement a professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

37. Contractor's Payment of Property Taxes.

Contractor acknowledges that County has established a policy of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Contract.

38. Termination For Failure to Comply with All County Tax Requirements.

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure a tax delinquency within 10 days of notice shall be grounds upon which County may terminate this Contract.

39. Notices.

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

To the County: Wayne Johnson, County Manager // PO Box 48// Estancia, NM 87016

To the Contractor: [insert name and address].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

By: _____ Date: _____
Contractor

Printed Name: _____
Address: _____

By: _____ Date: _____ Torrance
County Manager

Printed Name: Wayne Johnson

Address: 205 S Ninth Street
Estancia, NM 87016

By: _____
Torrance County Purchasing Agent

Date: _____

Printed Name: Noah J. Sedillo

Address: 205 S Ninth Street
Estancia, NM 87016

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this _____ day of _____, 2019.

Ryan Schwebach
Chairman, District II

Kevin McCall
Commissioner, District I

Javier Sanchez
Commissioner, District III

Attest:

Linda Jaramillo
Torrance County Clerk

Attachment 1

Scope of Work

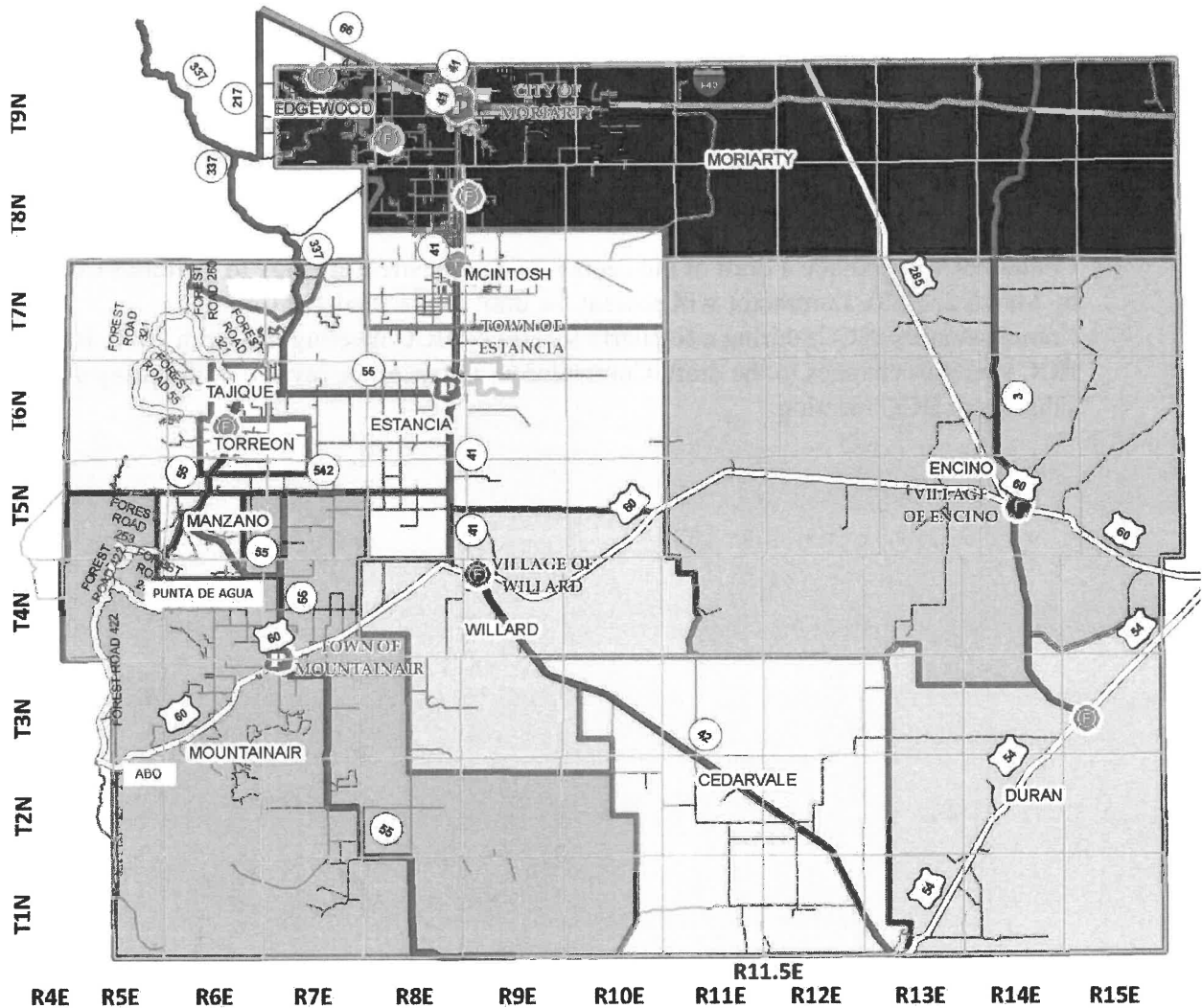
Required activities include, but are not necessarily limited to, the following:

- A. Contractor will develop an Economic Development Strategy that is regional within Southern Torrance County, but include sections addressing the strategic vision of the communities within the study area. It must assess public-private partnerships and investment needed, land use and zoning designations, commercial and industry stock, as well as social, recreational, arts, and cultural assets. The plan will address how culture, history, geography, and transportation create unique economic challenges and opportunities. Southern Torrance County is made up of four municipalities, three land grants, and other population centers in unincorporated areas, along with rural properties as noted in the map in Attachment 2: Map of Southern Torrance County. The area shaded in black is not part of this study. Specific population centers include:
- Incorporated Areas
 - Town of Estancia
 - Village of Willard
 - Town of Mountainair
 - Village of Encino
 - Land Grants
 - Torreón Land Grant
 - Tajique Land Grant
 - Manzano Land Grant
 - Unincorporated Areas
 - Abo
 - Cedarvale
 - McIntosh
 - Punta de Agua
 - Duran
 - Special Use
 - Torrance County Fairgrounds
- B. Contractor will complete required tasks including at least three well publicized community input sessions (public meetings/workshops) in Southern Torrance County, additional stakeholder interviews, complete minutes and records, and a final Economic Development Strategy (document). County will identify initial list of stakeholders.
- C. Contractor will conduct analysis of the local economy using a SWOT [strengths, weaknesses, opportunities, and threats] analysis for Southern Torrance County. Identification of business incentives, available/developable properties, and other assets identified in the initial assessment.

- D. Contractor will identify economic development goals for Southern Torrance County to include documentation of 1-5 economic-based businesses each community would like to recruit, expand, or start over the next 3 years, naming 3-4 strategies to achieve goals, identification of a catalyst or entity responsible for each goal above, and identification of measures of success.
- E. Contractor will compile a chapter about the Torrance County Fairgrounds that must include vision, goals, and use program. The fairgrounds chapter will provide an overview of opportunities and strategy. The chapter will include a review of vegetation, passive recreation, education, and interpretation buildings and key facilities, parking and circulation; and phasing and cost estimate to implement an economic strategy for the fair.
- F. Contractor will provide a draft of the economic development strategy to Torrance County by March 2, 2020. Contractor will present the draft to the Board of County Commissioners (BCC) during a regularly scheduled BCC meeting in March 2020. If the BCC specifies changes to the draft, Contractor will present the revised draft during a subsequent BCC meeting.

Attachment 2

Map of Southern Torrance County



Disclaimer

This map was produced by the Torrance County Assessor using GIS data developed primarily for appraisal purposes. The County does not deem liability for the accuracy or completeness of the information presented on this map. If you have found the information on this map to be in error, please call the Torrance County Assessor's office at (905) 248-4727 or GIS Rural Addressing at (905) 248-4768.

THE SIDWELL COMPANY
 675 Sidwell Ct.
 St. Charles, IL 60174-3492
 TEL 630.549.1000 FAX 630.549.1111
www.sidwellco.com

Legend

Fire Station EMS	COUNTY ROAD	OTHER FEDERAL
Fire Station No EMS	INTERSTATE HIGHWAY	STATE NUMBERED HIGHWAY
Police	MAINTAINED COUNTY ROAD	UNCLASSIFIED
CITY ROAD	NON-MAINTAINED ROAD	US HIGHWAY
	ON/OFF RAMP	MUNICIPALITIES

APPENDIX C

COST RESPONSE FORM

RFP TC-FY20-01

Southern Torrance County Economic Development Plan

State gross receipts and local option taxes (if any) shall not be included in the Total Proposed Cost. Such taxes shall be separately reimbursed by the County.

OFFEROR NAME: _____

TOTAL PROPOSED COST \$ _____

APPENDIX D

LETTER OF TRANSMITTAL FORM

RFP TC-FY20-01

Southern Torrance County Economic Development Plan

Items #1 to 4 MUST EACH BE RESPONDED TO. Failure to respond to all four items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

2: For the person authorized by the organization to contractually obligate the organization:

Name	
Title	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

5. Declarations:

- I certify that I am authorized to contractually bind my company.

- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., AntiDiscrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this RFP.

_____, 2019

Authorized Signature and Date (**Must be signed by the person identified in item #2, above.**)

APPENDIX E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP TC-FY20-01

Southern Torrance County Economic Development Plan

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the

award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____ (Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)



Torrance County

*P.O. Box 48
205 South Ninth Street
Estancia, New Mexico 87016
505-544-4700*

***Ryan Schwebach,**
Chair
District 2*

Attachment to Campaign Contribution Disclosure Form **Current Torrance County Elected Officials**

***Kevin McCall**
District 1*

Commissioner, District 1 – Kevin McCall

***Javier Sanchez**
District 3*

Commissioner, District 2 – Ryan Schwebach

***Wayne A. Johnson**
County Manager*

Commissioner, District 3 – Javier Sanchez

Assessor – Jesse Lucero

***Belinda Garland**
Deputy County
Manager*

Clerk – Linda Jaramillo

***John Butrick**
County Attorney*

Probate Judge – Josie Chavez

Sheriff – Marty Rivera

***Tracy Sedillo**
Treasurer*

Treasurer – Tracy Sedillo

***Linda Jaramillo**
Clerk*

***Jesse Lucero**
Assessor*

***Martin Rivera**
Sheriff*

***Josie Chavez**
Probate Judge*

PROFESSIONAL SERVICES CONTRACT FOR TORRANCE COUNTY

RFP TC-FY20-01

Southern Torrance County Economic Development Plan

THIS AGREEMENT is made and entered into by and between the County of Torrance, Sites Southwest, LLC, hereinafter referred to as the "County" and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. Compensation.

A. The County shall pay to the Contractor for professional services satisfactorily performed in the amount of (\$50,000 + NMGRT), to be invoiced according to negotiated milestones, deliverables, and services rendered upon contract award. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the County to the Contractor in equal monthly amounts. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). In no event will the Contractor be paid any amount in excess of the specified total amount payable without this Agreement being amended in writing.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices **MUST BE** received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

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

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This professional services agreement is for one (1) year from the date of award. This professional services contract will be exclusive to one year, with no automatic renewal. However, Torrance County reserves the right to renew this contract for up to three (3) additional one (1) year terms as provided by this Contract or law and with the concurrence of contractor. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 131-150 NMSA 1978. This procurement will result in a single source award.

4. Termination.

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

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;
- 2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;
- 4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Torrance County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Disclaimer and Hold Harmless.

Torrance County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Torrance County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Torrance County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

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

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Authority.

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

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within

the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting. The Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Incorporation and Order of Precedence.

Request for Proposals No. TC-FY20-01 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the County of Torrance against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Torrance based upon the contractor's trade secret

infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Torrance for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Torrance shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

36. Professional Liability Insurance.

Contractor agrees to maintain in full force throughout the duration of the Agreement a professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

37. Contractor's Payment of Property Taxes.

Contractor acknowledges that County has established a policy of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Contract.

38. Termination For Failure to Comply with All County Tax Requirements.

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure a tax delinquency within 10 days of notice shall be grounds upon which County may terminate this Contract.

39. Notices.

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

To the County: Wayne Johnson, County Manager // PO Box 48// Estancia, NM 87016

To the Contractor: Sites Southwest, LLC.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

By: _____ Date: _____
Contractor

Printed Name: Sites Southwest, LLC.

Address: 121 Tijeras Road NE, Suite 3100
Albuquerque, NM 87102

By: _____ Date: _____
Torrance County Manager

Printed Name: Wayne Johnson

Address: 205 S Ninth Street
Estancia, NM 87016

By: _____ Date: _____
Torrance County Purchasing Agent

Printed Name: Noah J. Sedillo

Address: 205 S Ninth Street
Estancia, NM 87016

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 28th day of August, 2019.

Ryan Schwebach
Chairman, District II

Kevin McCall
Commissioner, District I

Javier Sanchez
Commissioner, District III

Attest:

Linda Jaramillo
Torrance County Clerk

Attachment 1

Scope of Work

Required activities include, but are not necessarily limited to, the following:

A. Contractor will develop an Economic Development Strategy that is regional within Southern Torrance County, but include sections addressing the strategic vision of the communities within the study area. It must assess public-private partnerships and investment needed, land use and zoning designations, commercial and industry stock, as well as social, recreational, arts, and cultural assets. The plan will address how culture, history, geography, and transportation create unique economic challenges and opportunities. Southern Torrance County is made up of four municipalities, three land grants, and other population centers in unincorporated areas, along with rural properties as noted in the map in Attachment 2: Map of Southern Torrance County. The area shaded in black is not part of this study. Specific population centers include:

- Incorporated Areas
 - Town of Estancia
 - Village of Willard
 - Town of Mountainair
 - Village of Encino
- Land Grants
 - Torreón Land Grant
 - Tajique Land Grant
 - Manzano Land Grant
- Unincorporated Areas
 - Abo
 - Cedarvale
 - McIntosh
 - Punta de Agua
 - Duran
- Special Use
 - Torrance County Fairgrounds

B. Contractor will complete required tasks including at least three well publicized community input sessions (public meetings/workshops) in Southern Torrance County, additional stakeholder interviews, complete minutes and records, and a final Economic Development Strategy (document). County will identify initial list of stakeholders.

C. Contractor will conduct analysis of the local economy using a SWOT [strengths, weaknesses, opportunities, and threats] analysis for Southern Torrance County. Identification of business incentives, available/developable properties, and other assets identified in the initial assessment.

D. Contractor will identify economic development goals for Southern Torrance County to include documentation of 1-5 economic-based businesses each community would like to recruit,

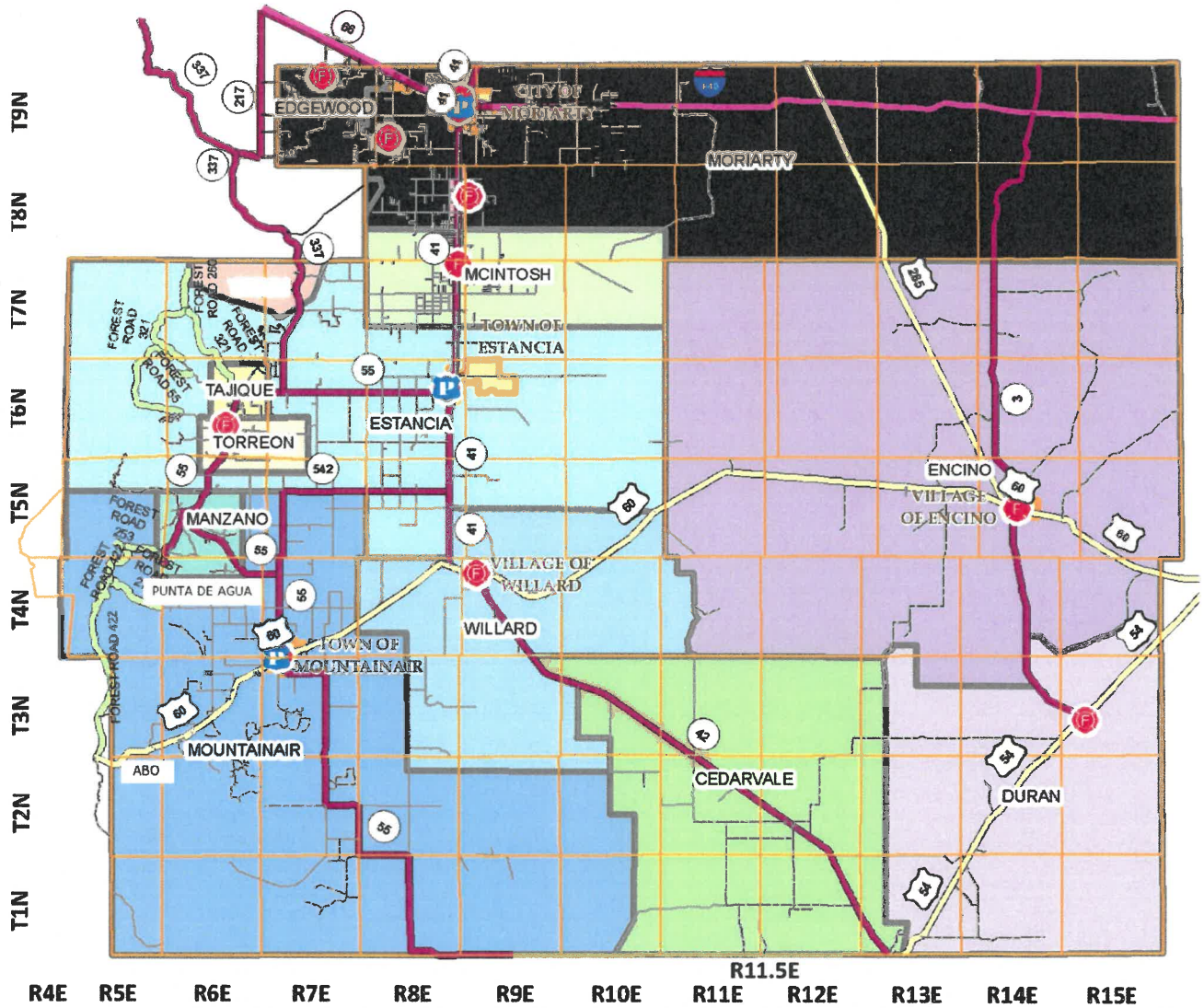
expand, or start over the next 3 years, naming 3-4 strategies to achieve goals, identification of a catalyst or entity responsible for each goal above, and identification of measures of success.

E. Contractor will compile a chapter about the Torrance County Fairgrounds that must include vision, goals, and use program. The fairgrounds chapter will provide an overview of opportunities and strategy. The chapter will include a review of vegetation, passive recreation, education, and interpretation buildings and key facilities, parking and circulation; and phasing and cost estimate to implement an economic strategy for the fair.

F. Contractor will provide a draft of the economic development strategy to Torrance County by March 2, 2020. Contractor will present the draft to the Board of County Commissioners (BCC) during a regularly scheduled BCC meeting in March 2020. If the BCC specifies changes to the draft, Contractor will present the revised draft during a subsequent BCC meeting.

Attachment 2

Map of Southern Torrance County



Disclaimer
 This map was produced by the Torrance County Assessor using GIS data developed primarily for appraisal purposes. The County does not claim liability for the accuracy or timeliness of the information presented on this map. If you have found the information on this map to be in error, please call the Torrance County Assessor's office at (505) 248-4727 or GIS Rural Addressing at (505) 248-4768.

THE SIDWELL COMPANY
 675 Sidwell Ct.
 St. Charles, IL 60174-3492
 TEL 630.549.1000 FAX 630.549.1111
www.sidwellco.com

SIDWELL

Legend

- Fire Station EMS
- Fire Station No EMS
- Police
- CITY ROAD
- COUNTY ROAD
- INTERSTATE HIGHWAY
- MAINTAINED COUNTY ROAD
- NON-MAINTAINED ROAD
- ON/OFF RAMP
- OTHER FEDERAL
- STATE NUMBERED HIGHWAY
- UNCLASSIFIED
- US HIGHWAY
- MUNICIPALITIES



*Agenda Item
No. 12-E*

**Val Verde Estates Subdivision
Application for Vacation of Subdivision**

List of Exhibits

Applicant Exhibits:

Exhibit 1: Original Application package.

Staff Exhibits:

Exhibit S1: Public notice letter sent to adjoining property owners regarding August 7, 2019 P&Z Meeting, Public Notice Ad appeared in the August 8 and August 23 editions of the Independent, Public notice sign posted at subject property

Exhibit S2: Draft minutes from the August 7, 2019 Planning & Zoning Board meeting.

Exhibit S3: Written comment from Utility Companies regarding Utility easements on subject property received prior to August 7 P&Z Meeting.

Exhibit S4: Century Link comment received after August 7 P&Z Meeting

EXHIBIT 1

EXHIBIT S-1

FILE COPY



Torrance County Planning & Zoning

Torrance County
Planning & Zoning

JUL 01 2019

Received by: DS
Time: 2:15 PM

Request for Vacation of Plat

Instructions: As per Section 7.3 of the Torrance County Subdivision Regulations, submit 8 copies of this completed application, a copy of the plat to be vacated and the appropriate filing fee to the Torrance County Planning & Zoning Offices.

Owner's Name: Eerald Ohlson
 Address: 2122 Lone Linda Drive
Las Alamos, NM 87544-2728
 Phone Numbers: cell 505-553-3676

Legal Description: T 8 N R 9 E Section 27 & 28

Reason for Request: Subdivision was never approved, currently used as a farm.

By my signature, I acknowledge that the plat, or portion of a plat, that I have presented to the Torrance County Commission shall be vacated:

Signature: [Handwritten Signature]

Sworn and subscribed to before me
this 21 day of June, 2019.

[Handwritten Signature]
 Notary Public or Other Officer
 My Commission Expires: 7/30/2022

OFFICIAL SEAL
 Daphne Weir
 NOTARY PUBLIC-State of New Mexico
 My Commission Expires: 1122853
 Notary Seal

For Torrance County Use Only

Date Received: _____ Rec'd by: _____

Torrance County Commission

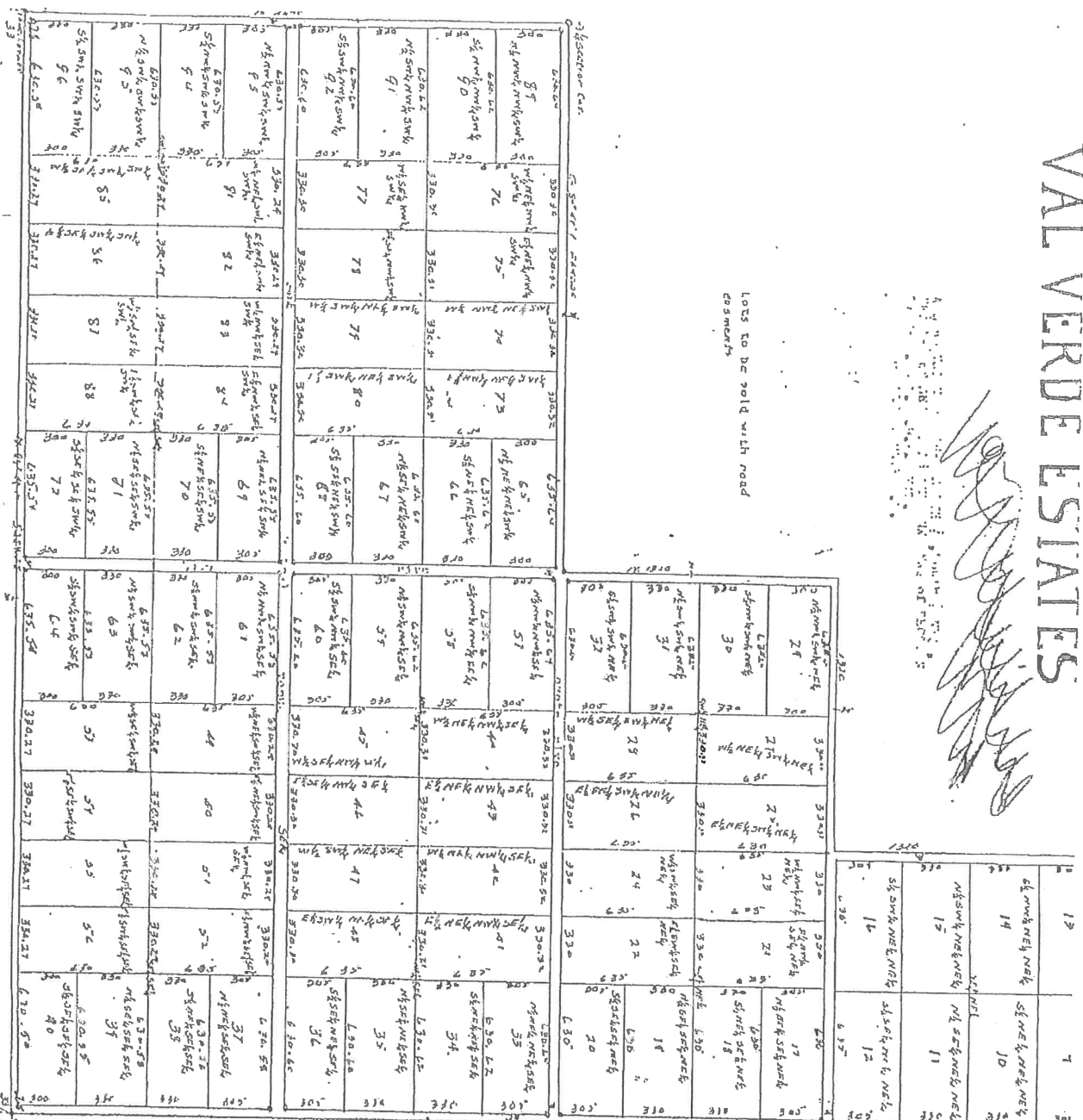
Approved: _____ Denied: _____

Chairman Signature: _____

VAL VERDE ESTATES

[Handwritten signature]

LOTS TO BE SOLD WITH ROAD easement



13	0.28	0.28	0.28
14	0.28	0.28	0.28
15	0.28	0.28	0.28
16	0.28	0.28	0.28
17	0.28	0.28	0.28
18	0.28	0.28	0.28
19	0.28	0.28	0.28
20	0.28	0.28	0.28
21	0.28	0.28	0.28
22	0.28	0.28	0.28
23	0.28	0.28	0.28
24	0.28	0.28	0.28
25	0.28	0.28	0.28
26	0.28	0.28	0.28
27	0.28	0.28	0.28
28	0.28	0.28	0.28
29	0.28	0.28	0.28
30	0.28	0.28	0.28
31	0.28	0.28	0.28
32	0.28	0.28	0.28
33	0.28	0.28	0.28
34	0.28	0.28	0.28
35	0.28	0.28	0.28
36	0.28	0.28	0.28
37	0.28	0.28	0.28

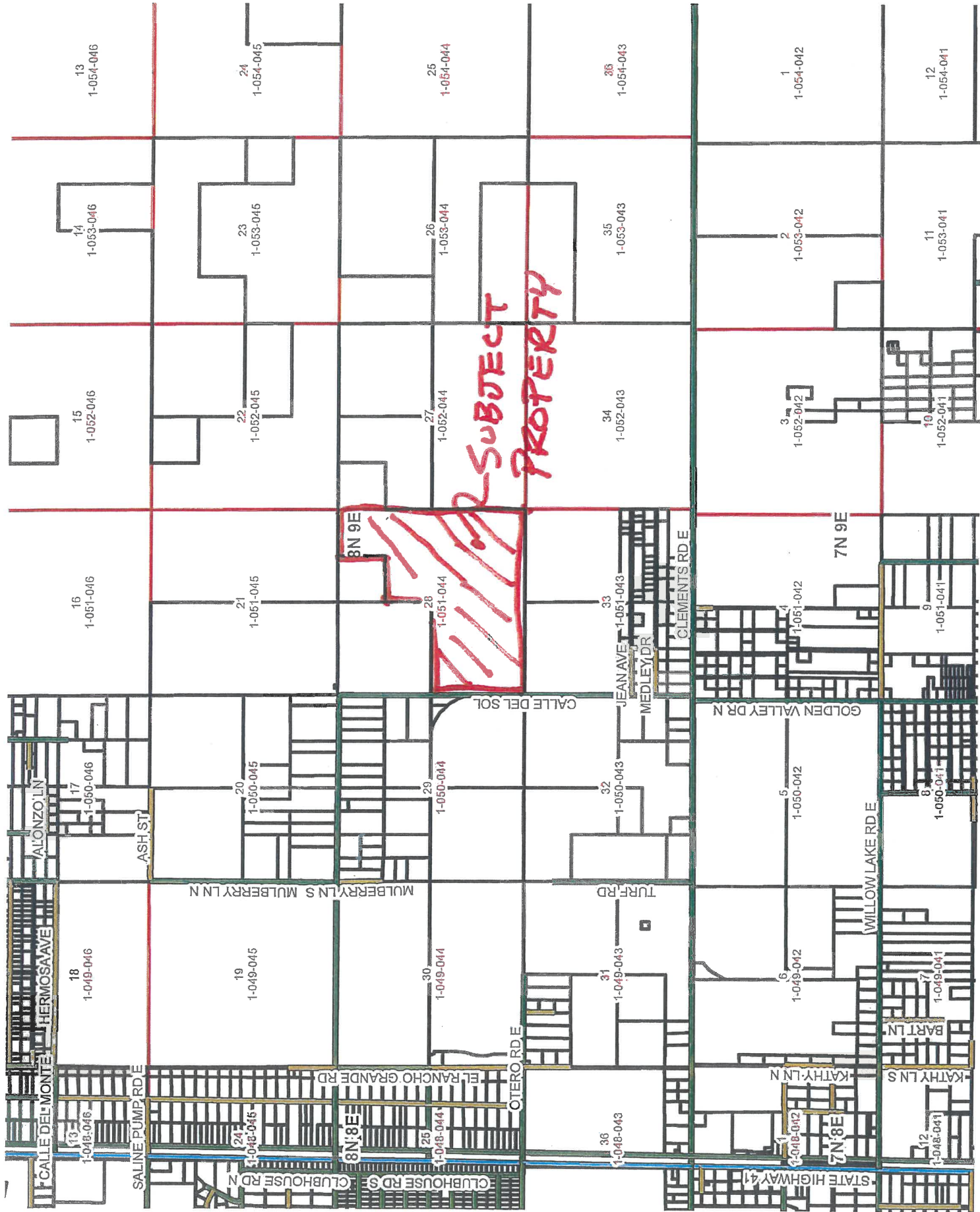
is the party, owners of "Orange Co. Inc." and "Orange Co. Inc." (the "Company") who have agreed to sell the lots shown on this plat to the undersigned for the purpose of subdividing the same into lots for sale to the public. The undersigned will not be responsible for the maintenance of roads to or in the plat area.

[Handwritten signature]
[Handwritten signature]

I, W. H. Brown do hereby certify that I am the registrar and I have prepared this plat in accordance with the provisions of the Act of the Legislature of the State of Texas, Chapter 193, Acts of the 45th Legislature, 1927, and the rules and regulations thereunder.

W. H. Brown
 Registrar

STATE OF TEXAS
 COUNTY OF TARRANT
 I, the undersigned, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original plat on file in my office, and that the same is a true and correct copy of the original plat on file in my office.



**SUBJECT
PROPERTY**

8N 9E

7N 9E

8N 8E

7N 8E

ALONZO LN

ASH ST

HERMOSA AVE

SALINE PUMP RDE

MULBERRY LNS MULBERRY LN N

EL RANCHO GRANDE RD

OTERO RDE

TURF RD

JEAN AVE

MEDLEY DR

CLEMENTS RDE

GOLDEN VALLEY DR N

WILLOW LAKE RDE

BART LN

KATHY LNS

KATHY LN S

STATE HIGHWAY 41

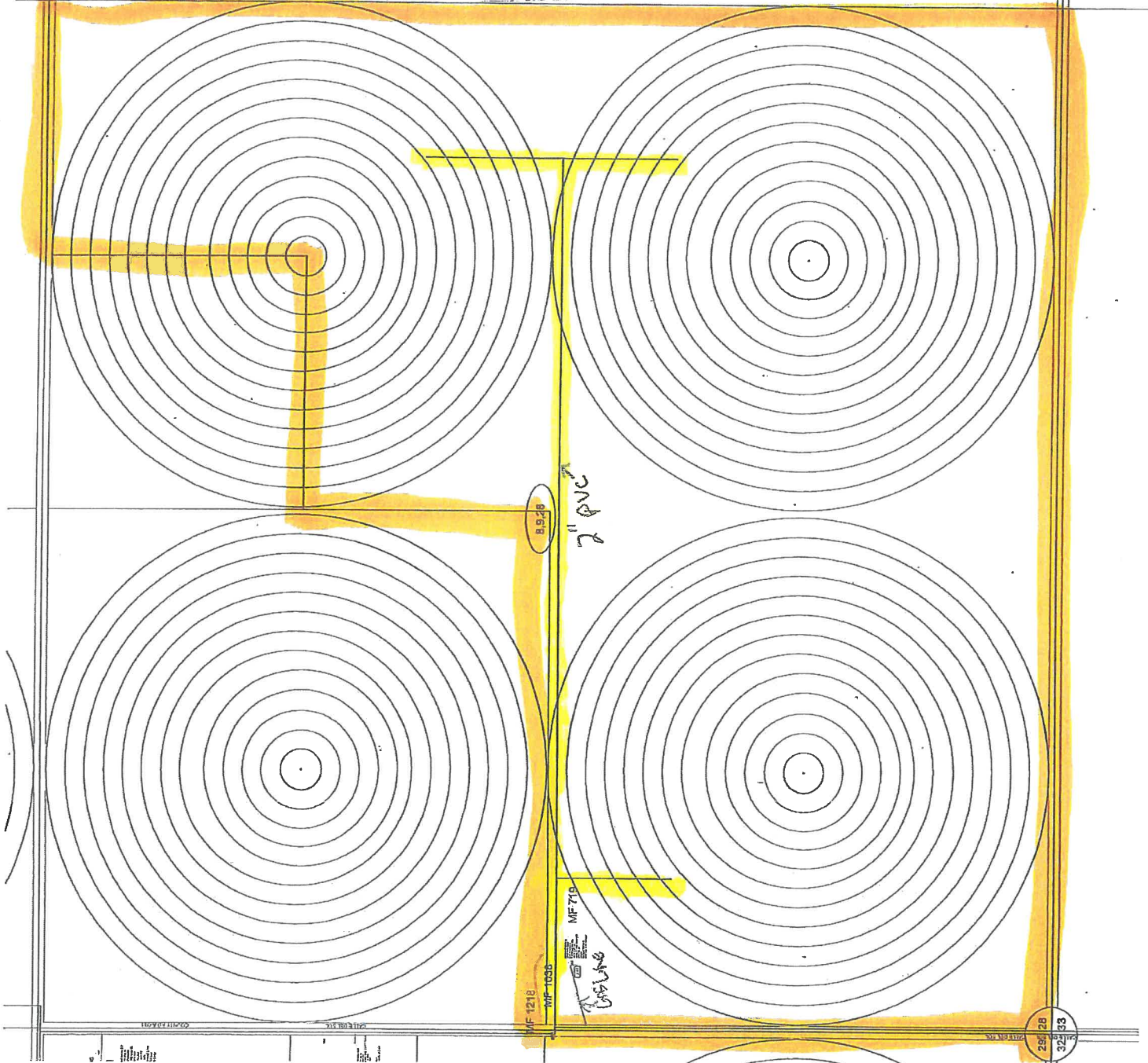
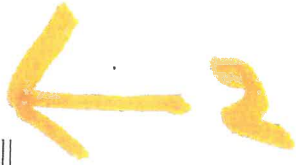
EMW Gas Association

Serving the Estancia Valley since 1964!

Eddie L. O'Brien
General Manager

eddie@emwgas.org
416 5th St. - POB 118
Estancia, NM 87016
505-384-2369

www.EMWgas.com



TORRANCE COUNTY

NOTICE OF ACTION ON VAL VERDE
ESTATES SUBDIVISION
FOR VACATION OF PLAT

THE COUNTY ZONING BOARD HAS SCHEDULED A PUBLIC MEETING ON (DATE/TIME)
August 7, 2019 9:30 AM

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

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

AT THE COUNTY ADMINISTRATIVE BUILDING
FOR INFORMATION CALL (505) 544-4391 OR FAX (505) 384-5294

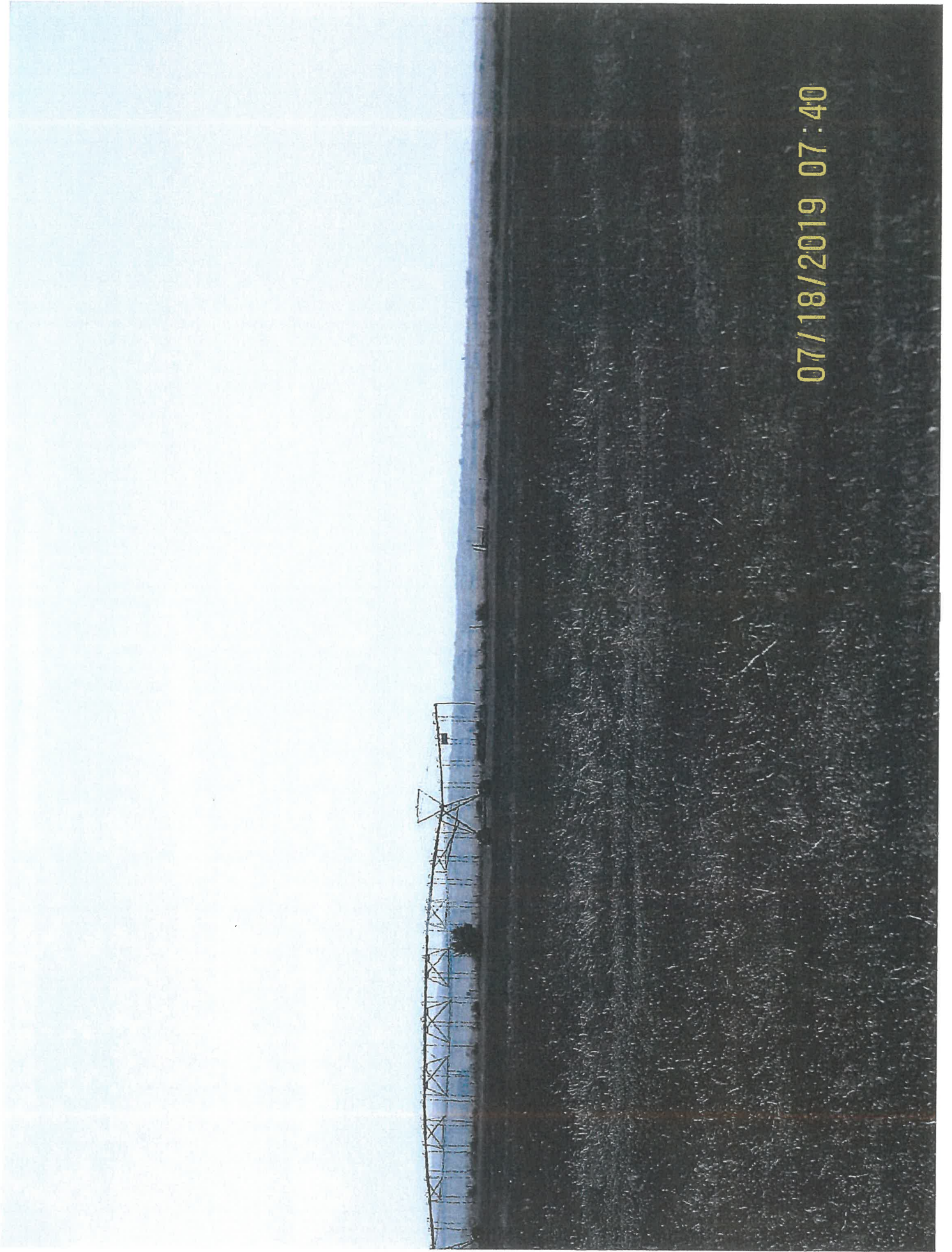
THIS SIGN SHALL BE POSTED

FROM 7/18 TO 1/18
IT IS ILLEGAL FOR AN UNAUTHORIZED PERSON TO REMOVE OR TAMPER WITH THIS SIGN

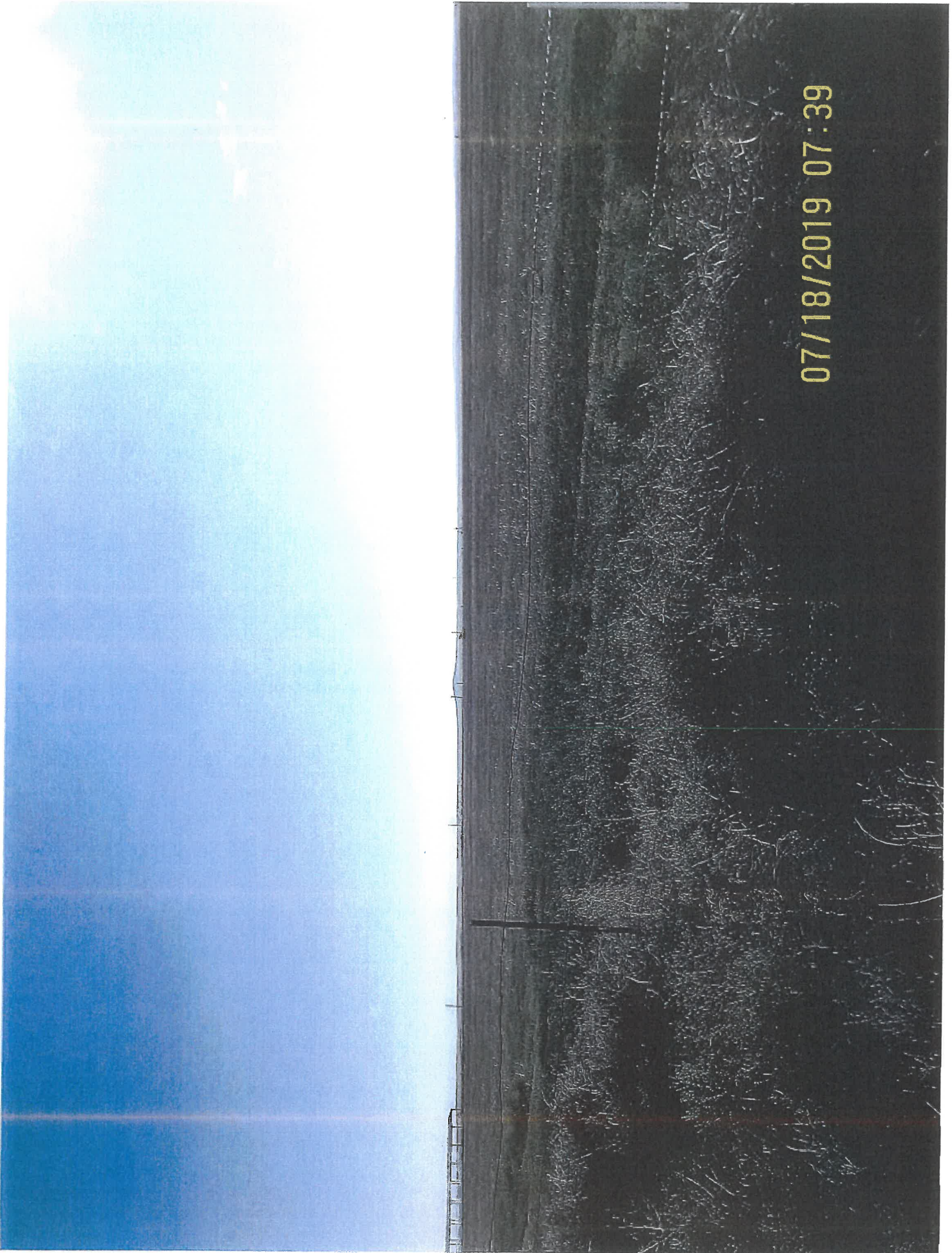
07/18/2019 07:39



07/18/2019 07:39



07/18/2019 07:40



07/18/2019 07:39

EXHIBIT S-2



Torrance County

Planning & Zoning

PO Box 48

205 S 9th Street

Estancia, NM 87016

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

www.torrancecountynm.org

July 22, 2019

Re: Vacation of Plat

To Whom it May Concern:

This letter is to inform you Equity Trust FBO Gerald Ohlsen have applied for a Vacation of Plat. The subject property is located within Sections 27 & 28, T.8N., R.9E., NMPM. This action item will come before the Planning and Zoning Board at our next meeting on August 7, 2019. The meeting will begin at 9:30 a.m. and is held at the Torrance County Administrative Offices, 205 S 9th Street, Estancia.

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

Regards,

Steve Guetschow
Planning & Zoning Director
sguetschow@tcnm.us

PUBLIC NOTICE

A Public Hearing to review the request for Vacation of the Val Verde Estates Subdivision is scheduled during the regular meeting of the Torrance County Board of County Commissioners on August 28, 2019 beginning at 9:00 a.m.. The subdivision is located in the NW4 of the NW4 of Section 27, the NE4 of the NE4, the S2 of the NE4, and the S2 of Section 28, T.8N., R.9E., N.M.P.M., Torrance County, New Mexico.

TORRANCE COUNTY

NOTICE OF ACTION ON VAL VERDE
ESTATES SUBDIVISION
FOR VACATION OF PLAT

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

AUGUST 7, 2019 9:30 AM

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

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

AUG 28 9:00 AM

AT THE COUNTY ADMINISTRATIVE BUILDING
FOR INFORMATION CALL (505) 544-4391 OR FAX (505) 384-5294

THIS SIGN SHALL BE POSTED

FROM 7/19 TO 8/29
IT IS ILLEGAL FOR AN UNAUTHORIZED PERSON TO REMOVE OR TAMPER WITH THIS SIGN

07/29/2019 13:23

6. Vacation of Plat

Applicant: Equity trust Co. Custodian FBD Gerald Ohlsen
Agent: Tim Oden, Oden & Associates, Inc
Site: Within Section 27 & 28, T.8N., R.9E., NMPM
Zone: Pre-Platted Lands District (PL-1)

Mr. Graham introduced the item. **Mr. Oden** was still sworn and had remained at the podium. He explained that they were here today to vacate an old dormant subdivision plat. Roads were never put in but there were some power lines and gas lines that went to the farms. The subdivision area was currently used for farming. He thought there were five wells and four pivot circles. One of the problems was that there were two irrigation wells that were drilled in current right of way roads. They were asking that Val Verde Estates be vacated because the old dormant lots were never improved, roads were never built, and the entire property was currently being used as a farm with the exception of one area. Calle Del Sol on the west side of the property was a county maintained road. Their intention was that if the Planning & Zoning Board were to make a positive recommendation to the County Commission, and the County Commission approved the vacation, they would come back in and execute a survey that included the easement for Calle Del Sol Rd. The rest of the subdivision would be extinguished and become one piece of land instead of ninety-six five acre lots. **Mr. Graham** asked if there was anyone to speak in favor of or in opposition to the item. **Mr. Eddy O'Brien** came forward. **Mr. DeCosta** explained that Mr. O'Brien was from the EMW Gas Company. Planning & Zoning had sent out letters to the gas, electric, and phone companies informing them of the vacation application. **Mr. O'Brien** would be referring to the hand out given this morning to the Board. **Mr. O'Brien** was sworn. He explained that he was the General Manager at EMW Gas. There was a gas line that ran through most of the subject property. EMW was not opposed to granting the vacation. He wanted to make sure the owner was aware that the gas line was there, that it was a main gas line and fed the wells. The owner would have to make a decision if they wanted to vacate the gas line or keep it in place. If they wanted to keep it an easement would have to be granted. The gas line was installed sometime in the 1980's and no easement was granted at that time. Now that this application had been made the situation would need to be corrected one way or the other. **Mr. Graham** asked Mr. Oden if he would pose this to the owner. **Mr. Oden** confirmed that there were two inch gas lines going out to the wells and that they did not serve other locations. He asked if any of the gas lines were active and if meters were on them. **Mr. O'Brien** explained the lines were inactive and meters had not been in place for at least the 11 years he had been with EMW. **Mr. DeCosta** explained that the plat had been reviewed and confirmed that no easements were in place for the gas lines. **Mr. DuCharme** asked for confirmation that there was a requirement for the gas company to place line signage. **Mr. O'Brien** explained not on something that small, signage only applied to high pressure lines. **Mr. DuCharme** assumed there was no gas in the line right now. **Mr. O'Brien** explained there was but it wasn't being utilized. **Mr. DuCharme** stated that he thought the lines had to be marked in case of shovel strike or other disruption. **Mr. O'Brien** explained that EMW was a member of 811, the one call New Mexico system. It is a law that anyone doing any kind of digging, other than hand digging, must call 811 first. Then the Gas Company would locate any lines before they started digging. **Mr. DuCharme** explained that on his property all lines were marked. **Mr. Graham** asked if there were any more questions. **Mrs. Langell** asked if the property was presently residential.

Mr. DeCosta explained that it was zoned PL, which would be residential. **Mrs. Langell** asked if the Board were to vacate would the property revert to Rural or would they have to come back to make it Rural. **Mr. Goen** explained it would revert to AP-5. **Mr. DeCosta** explained how PL districts came to be and the intent of the County in their creation. This vacation would be to the benefit of the County and the intent of the ordinance was that lots within PL districts would be consolidated resulting in larger lots. **Mr. DuCharme** asked for confirmation that none of the lots within Val Verde Estates had ever been sold. **Mr. Oden** confirmed there was only one owner of all of the lots within the subdivision. **Mr. DeCosta** explained that letters had been sent to all three utility companies, EMW, CNMEC, and Century Link. EMW was present, CNMEC had sent a letter stating there was phase 3 power going down the middle supplying power to the center pivots and had no objection to the vacation. A response had not been received from Century Link. **Mr. Graham** asked for a motion. **Mr. Lawson** made a motion to approve Action Item 6. **Mrs. Langell** seconded. **All in favor.** **Mr. Oden** reminded the Board that this was go to the Commission with a recommendation. **Mr. Graham corrected the language for the record that this was a recommendation by the Board of "Do Pass."** **Mr. DeCosta** explained that Mr. Oden had said that he would follow up with the best practice of conducting a boundary survey and any remaining utility easements would be shown. **Mr. Graham** asked if this would all take place before the item went to the Commission. **Mr. DeCosta** explained that the boundary survey should take place after approval. **Mr. Oden** explained that historically vacation of dormant subdivisions had been approved by the Commission with the condition that easements that are required and should remain in place be granted by the appropriate method. **Mr. Graham** confirmed that the recommendation was satisfied, that it was being sent forward to the Commission with a recommendation of "Do Pass." **Mr. DuCharme** asked if conditions to the Do Pass were needed regarding pending work by Oden & Associates. **Mr. Graham** explained no, everything had been taken care of.

Discussion Items:

Pursuant to New Mexico State Statute Section 10-15-1 through 10-15-4 (NMSA 1978), these issues can be addressed in general. No decision can be rendered at this meeting.

Mr. Graham asked if there were any discussion items that needed to come before the Board. **Mr. DuCharme** had a point that he wanted to make referring to contacting people by the P&Z Department when land use changes. He thought it was a wonderful practice that when land use changed the neighbors were notified; but at the P&Z meeting held July 3, 2019 Mr. Davis had request to establish a tower for a new radio station. He noted that the P&Z Department had notified Mr. Swenka about the application. The question was why Mr. Swenka was notified when in reality he was competitor in a business operation and not an adjoining property owner. The tower had no relationship to Mr. Swenka's business. **Mr. Goen** explained that he could not speak for all of the considerations but one aspect was band width interference. **Mr. DuCharme** stated that was an FCC decision and had nothing to do with P&Z. **Mr. Goen** explained that if Mr. DuCharme wanted a more definitive answer he would have to discuss it with Mr. Guetschow. **Mr. DuCharme** suggested that at the next meeting discussion of hemp production be revisited. Due to events taking place with the Commission and growers he anticipated many requests being received in

EXHIBIT S-3



CENTRAL NEW MEXICO ELECTRIC COOPERATIVE INC.

A Touchstone Energy® Cooperative 
The power of human connections

P.O. Box 669, Moriarty, NM 87035

P.O. Box 157, Mountainair, NM 87036

Phone: (505) 832-4483 Fax (505) 847-1087

August 6, 2019

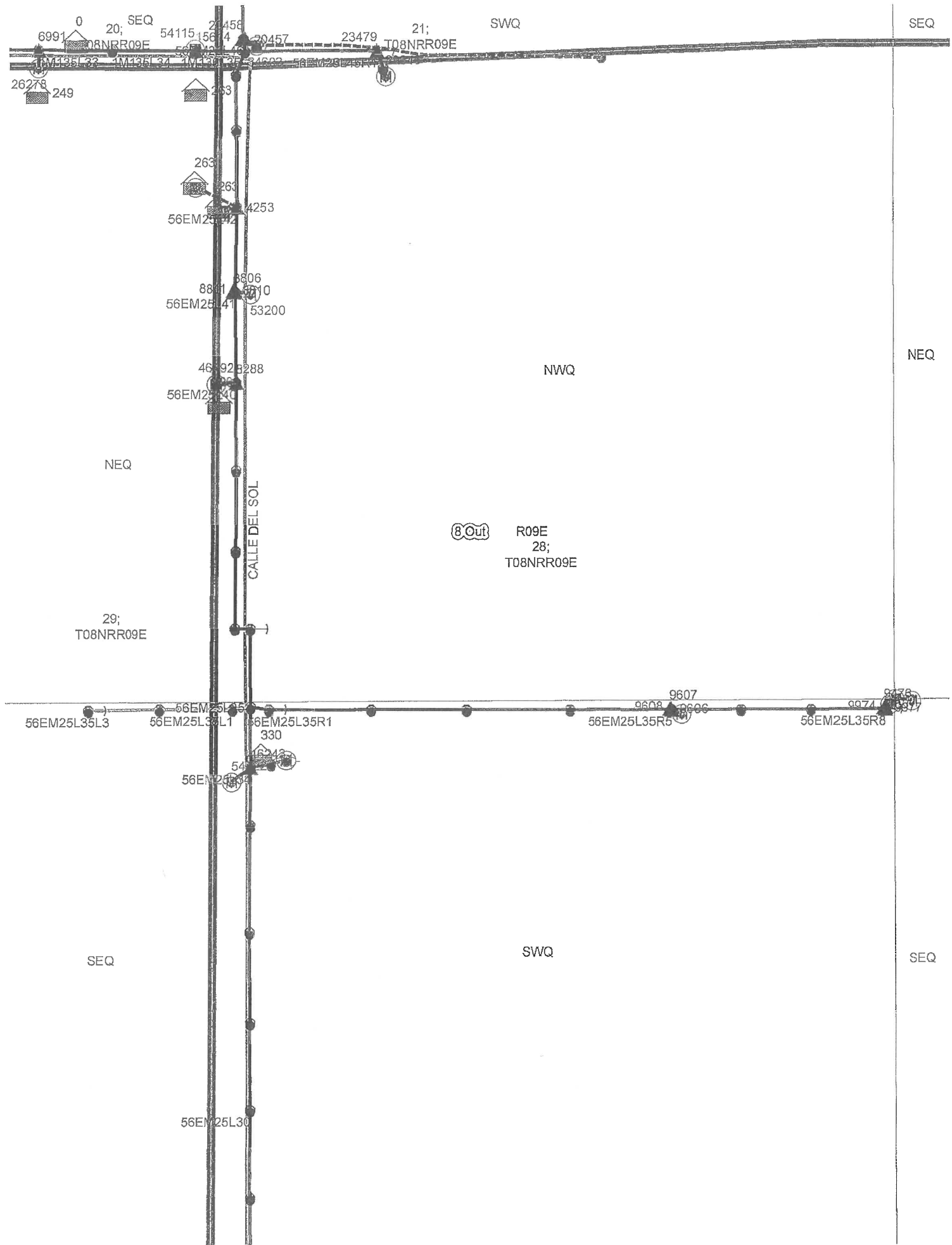
Re: Vacation of Plat

To Whom it may concern:

In reference to the Vacation of the Plat in question Central New Mexico Electric has 3 phase power in the area that feeds irrigation wells for our customers. We have no issues with Vacating the subdivision. If you have any questions or concerns, please contact me at (505)847-1026.

Regards,

Clinton E Pierce Jr 
Central New Mexico Electric
Clint.pierce@cnmec.org



6991 0 20; SEQ 54115 21458 20457 23479 21; SWQ SEQ

26278 249 263 263 4253 56EM25L42

8806 8806 53200 56EM25L41

46925288 56EM25L40 NWQ NEQ

29; T08NRR09E CALLE DEL SOL

8 Out R09E 28; T08NRR09E

56EM25L35L3 56EM25L35L1 56EM25L35R1 330 56EM25L35R5 9608 9607 9974 8238 937 56EM25L35R8

56EM25L30

56EM25L30

56EM25L30

EXHIBIT S-4

Daniel DeCosta

From: Steven Guetschow
Sent: Tuesday, August 13, 2019 6:29 AM
To: Daniel DeCosta; Donald Goen; Steven Guetschow
Subject: Fwd: Vacation of Plat
Attachments: SABQ400XX0719080915220.pdf

Sent via the Samsung Galaxy S8, an AT&T 5G Evolution smartphone

----- Original message -----

From: "Davalos, Don D" <Don.Davalos@CenturyLink.com>
Date: 8/9/19 3:23 PM (GMT-07:00)
To: Steven Guetschow <sguetschow@tcnm.us>
Subject: Vacation of Plat

Steve,

Regarding the attached Vacation of Plat, CenturyLink has no conflicts.

Thank you,

Don Davalos
ROW AGENT

CenturyLink
Network Real Estate
4301 BOGAN AVE NE
Albuquerque, NM 87109

Tel: 505.767.7449 Cell: 505.710.0753 Fax: 505.245.6733

Don.Davalos@CenturyLink.com

This communication is the property of CenturyLink and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.



*Agenda Item
No. 12-F*

TORRANCE COUNTY RESOLUTION# 2019-

Budget Increase

WHEREAS, the Torrance County Commission in regular session on Wednesday, August 28th, 2019 did propose to authorize a budget increase in the FY 2019-20 Budget, and

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

WHEREAS, we request authorization for the following budget increase: *(See Attachment A)*

NOW THEREFORE BE IT RESOLVED, we respectfully request approval for the attached budget increase in the FY 2019-20 budget from Department of Finance and Administration .

DONE at Estancia, New Mexico
Torrance County this 28th day of
August 2019.

Torrance County Board of Commissioners

Attest:

Kevin McCall, District 1

Ryan Schwebach, District 2

Linda Jaramillo
Torrance County Clerk

Javier E. Sanchez District 3

Vote Record

Kevin McCall	yes	no	abstain	absent
Ryan Schwebach	yes	no	abstain	absent
Javier E. Sanchez	yes	no	abstain	absent

DFA Approval





*Agenda Item
No. 13-A*

Jeremy Oliver

From: LGBMS - NM Budget Finance Bureau <lgbms@kyogencms.org>
Sent: Tuesday, August 20, 2019 9:34 AM
To: Erica Cummings; Brenda Suazo; Elizabeth Jaramillo; Lee Malmo; Kathryn Hernandez; Tracy Sedillo; Donnie Quintana; Belinda Garland; Jolene Gonzales; Jeremy Oliver
Subject: Final Budget approved by LGD DIRECTOR.

Torrance County final budget for Fiscal Year 2019-2020 has been reviewed and approval given by LGD Director. BFB Analyst can proceed to prepare budget approval letter for Director's signature.



*Agenda Item
No. 13-B*



*Agenda Item
No. 14*



*Agenda Item
No. 15*



*Agenda Item
No. 16*