



TORRANCE COUNTY
COMMISSION MEETING
December 5, 2019
9:00 A.M.

For Public View
Do Not Remove



Torrance County

BOARD OF COUNTY COMMISSIONERS (BCC)

Ryan Schwebach, Chair – District 2

Javier Sanchez, Vice Chair – District 3

Kevin McCall, Member – District 1

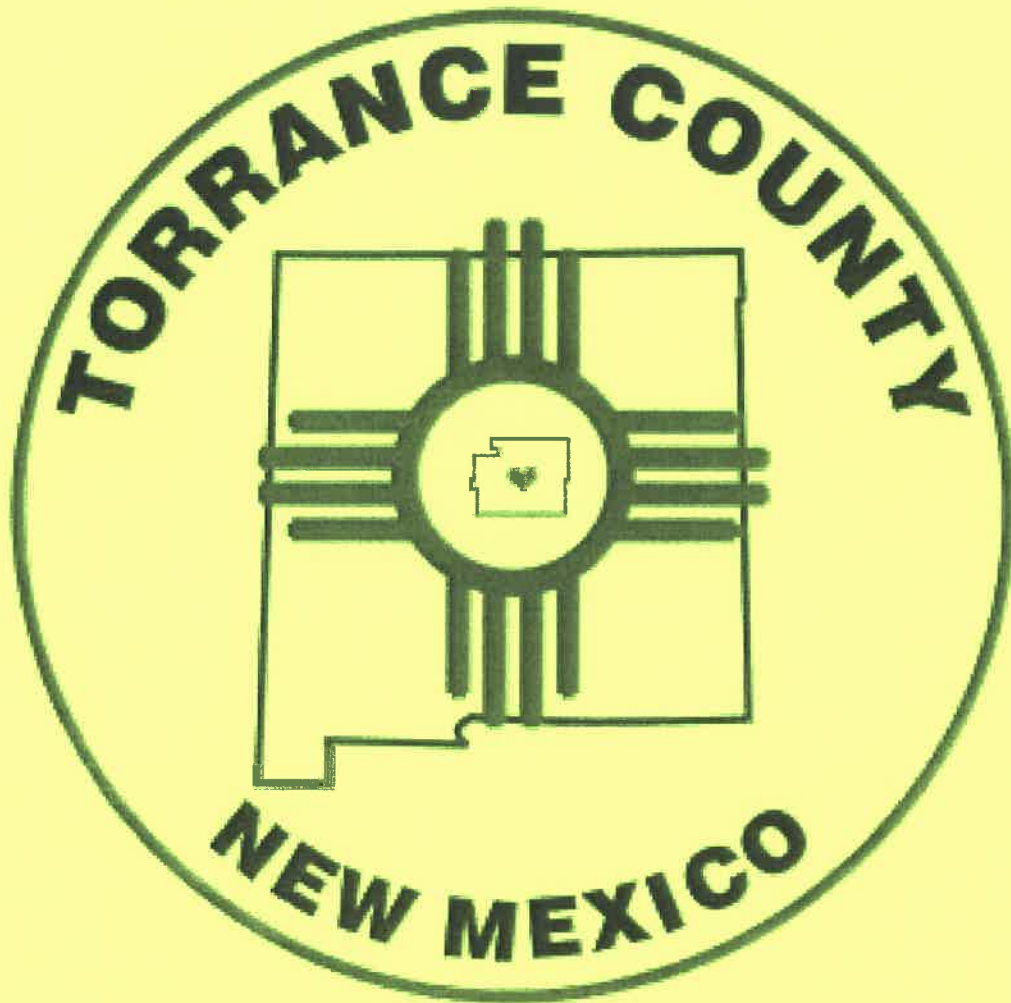
Wayne Johnson, County Manager

ADMINISTRATIVE MEETING AGENDA

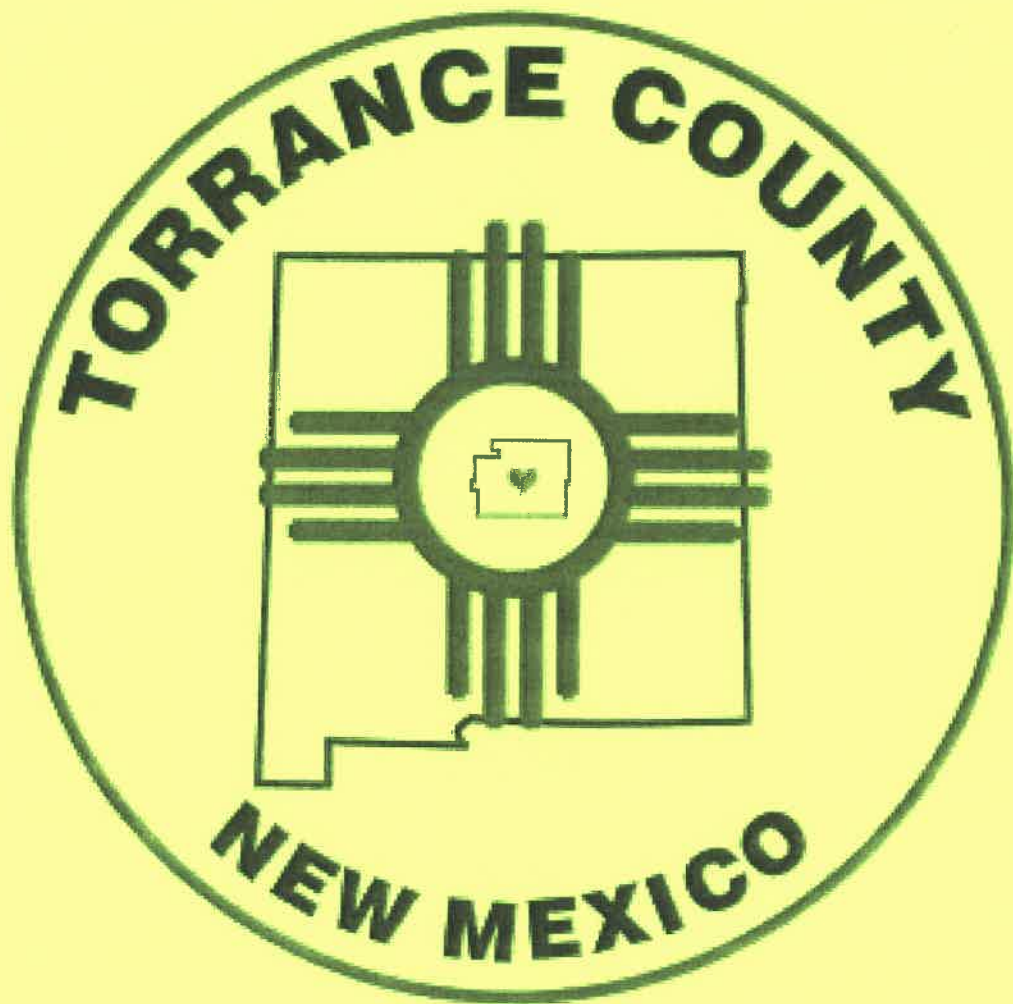
WEDNESDAY, December 5, 2019 @ 9:00 AM

- 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**
 - A. COMMISSION:** Motion to approve Torrance County Heritage Center Committee:
 - Ted Barela, Estancia
 - Peter Nieto, Mountainair
 - Angelina Halpert, Willard
 - Jason Quintana, Manzano
 - Leo Chavez, Torreon
 - Johnny Romero, Tajique
 - Tina Cates Ortega, Moriarty Historical Society
 - Tom Betts, National Park Service
- 7. PUBLIC COMMENT and COMMUNICATIONS**
- 8. APPROVAL OF MINUTES**
 - A. COMMISSION:** Motion to approve the November 13, 2019 Torrance County Board of County Commission Minutes.
- 9. APPROVAL OF CONSENT AGENDA**

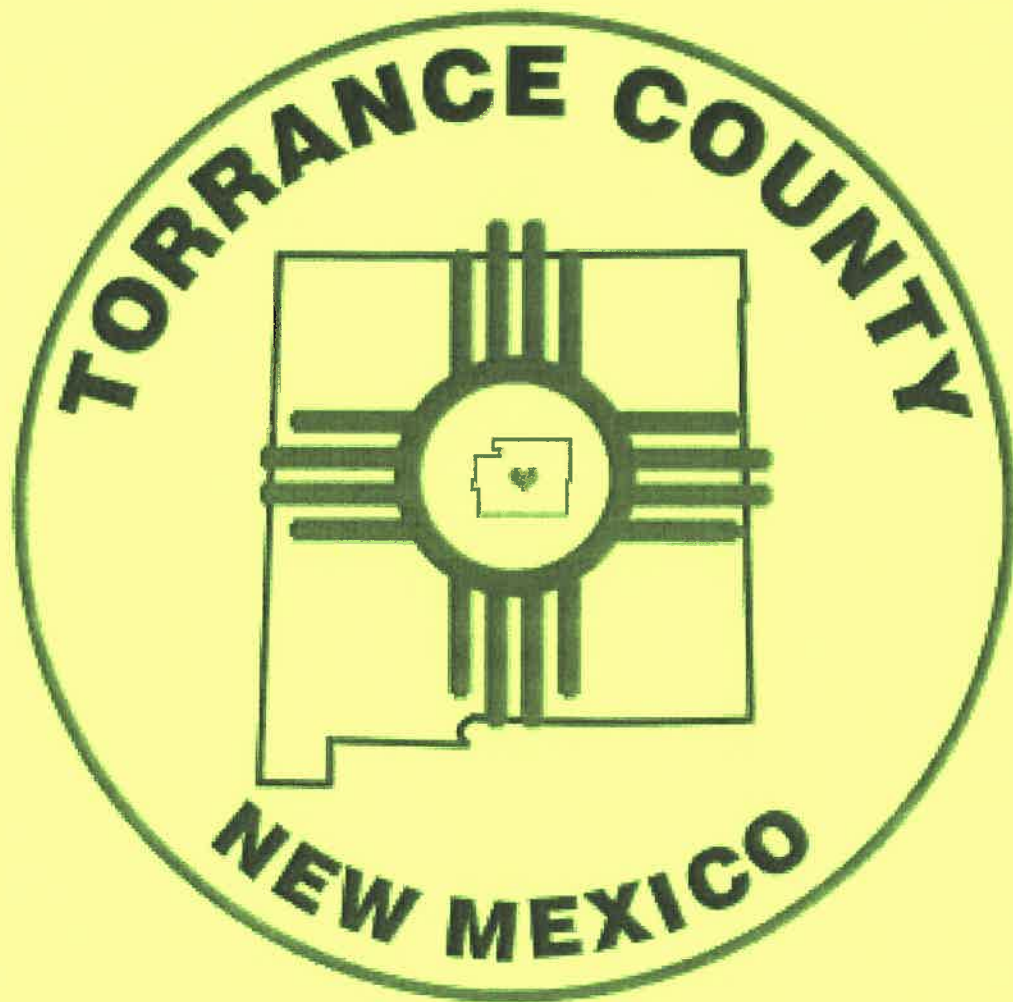
- A. **FINANCE:** Approval of Payables.
- 10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**
- 11. ADOPTION OF RESOLUTION**
- A. **COMMISSION:** Motion to approve the creation of the Heritage Center Advisory Board Resolution 2019-53. **RATIFIED**
- B. **ROAD:** Motion to approve extension request for FY2018/19 LGRFP Contract Agreement Resolution 2019- _____.
- C. **MANAGER:** Motion to approve a resolution directing publication of notice of intent to adopt an ordinance for the issuance of Industrial Revenue Bonds for the Duran Mesa LLC project. Resolution No. 2019-_____.
- 12. APPROVALS**
- A. **MANAGER:** Motion to approve 2020 Board of Commission Meetings and Holiday closure schedules.
- B. **PLANNING & ZONING:** Motion to approve the 2020 Planning & Zoning Board Meeting schedule.
- C. **GIS-RURAL ADDRESSING:** Motion to approve salary increase for current GIS Mapper/Rural Addressing position.
- D. **MANAGER/GRANT COORDINATOR:** Motion to approve Juvenile Justice Continuum Coordinator contract.
- 13. DISCUSSION**
- A. **MANAGER/GRANT COORDINATOR:** Presentation of the 2021 Torrance County Infrastructure Capital Improvement Plan (ICIP).
- 14. EXECUTIVE SESSION**
- A. **MANAGER:** Acquisition of property for the Road Department. Close pursuant to NMSA 1978, § 10-15-1 (H)(8)
- B. **MANAGER:** PILOT Negotiations Update La Joya I & II Estancia & Vaughn School Districts. Closed pursuant to NMSA 1978 § 10-15-1 (H)(8)
- 15. Announcement of the next Board of County Commissioners Meeting:**
December 18, 2019
- 16. Signing of Official Documents**



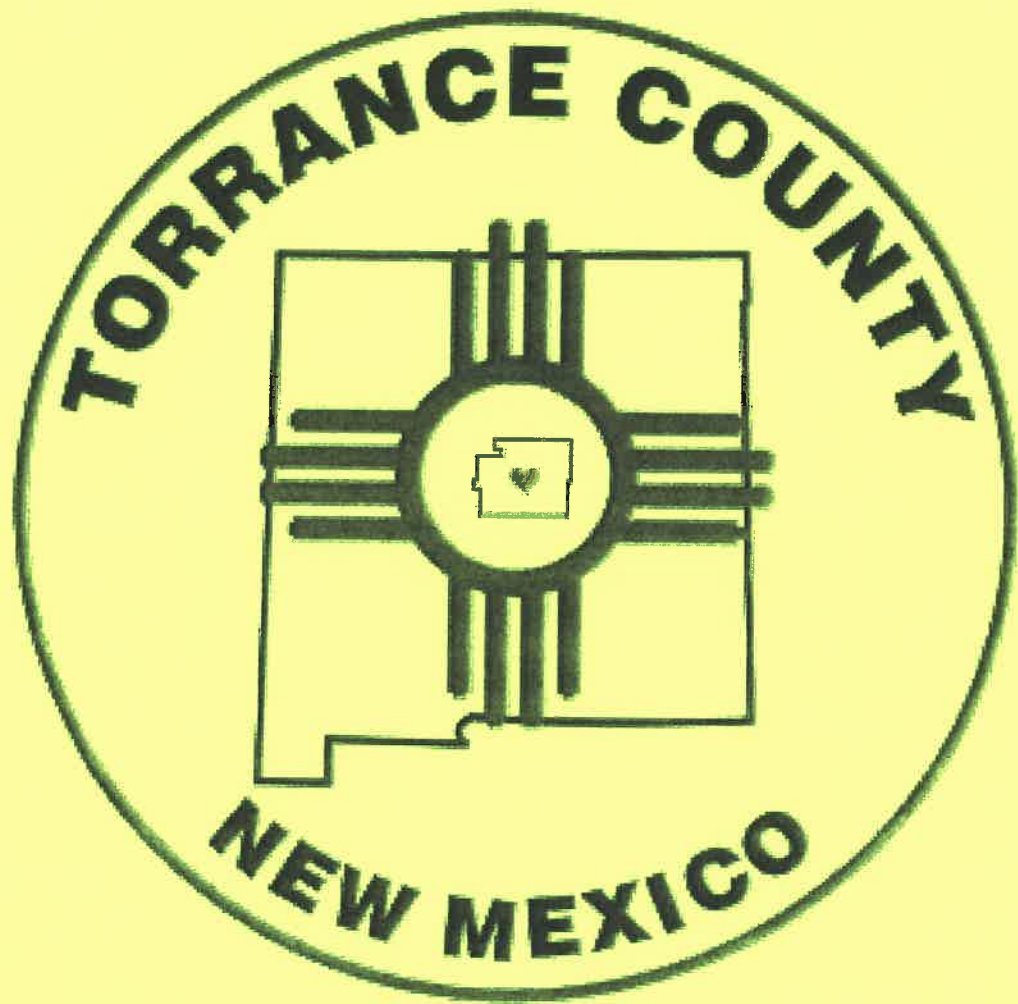
*Agenda Item
No. 1*



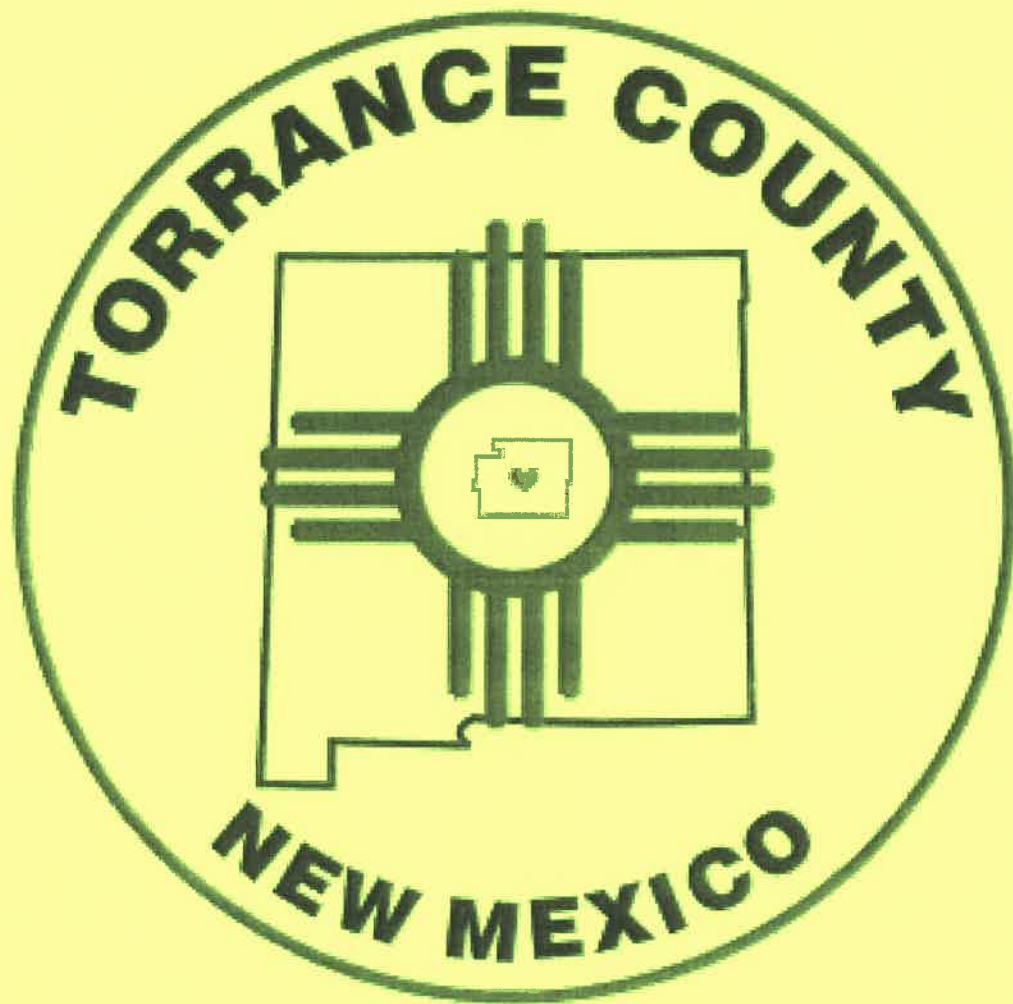
*Agenda Item
No. 2*



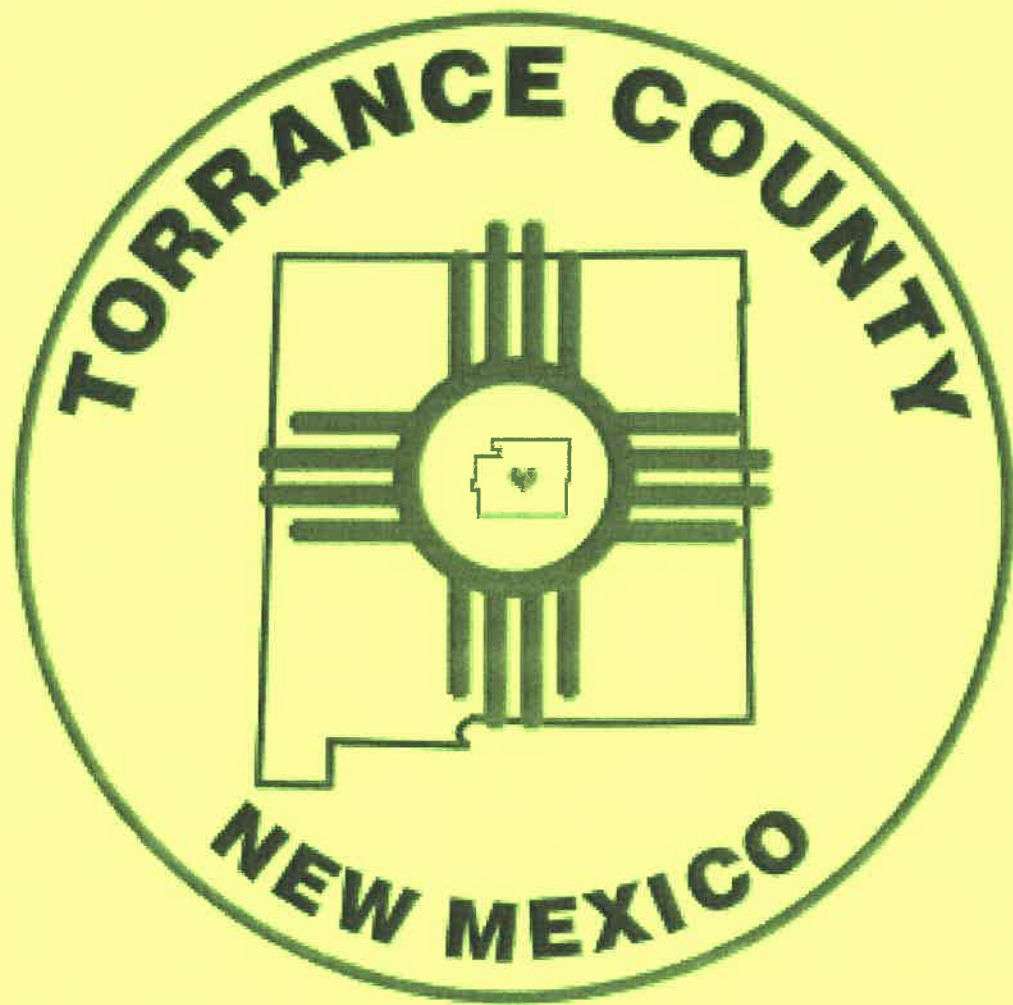
*Agenda Item
No. 3*



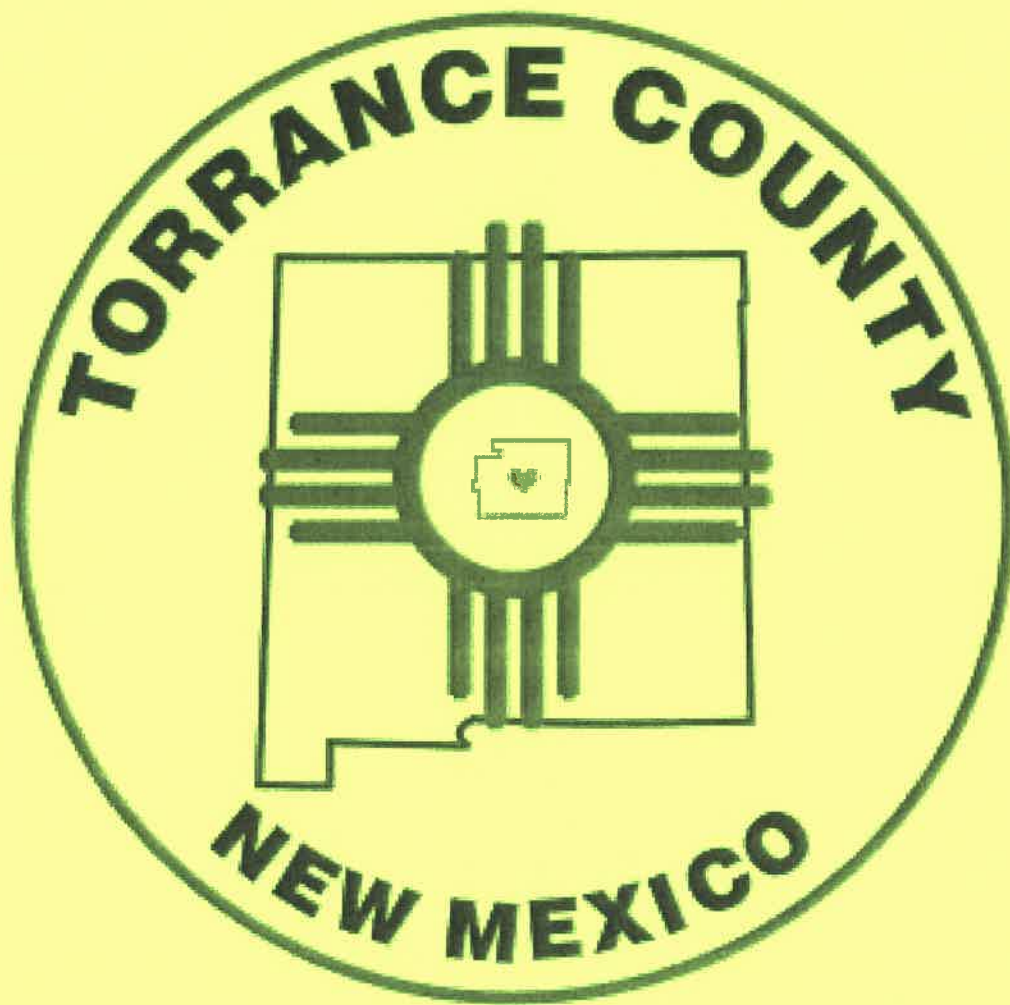
*Agenda Item
No. 4*



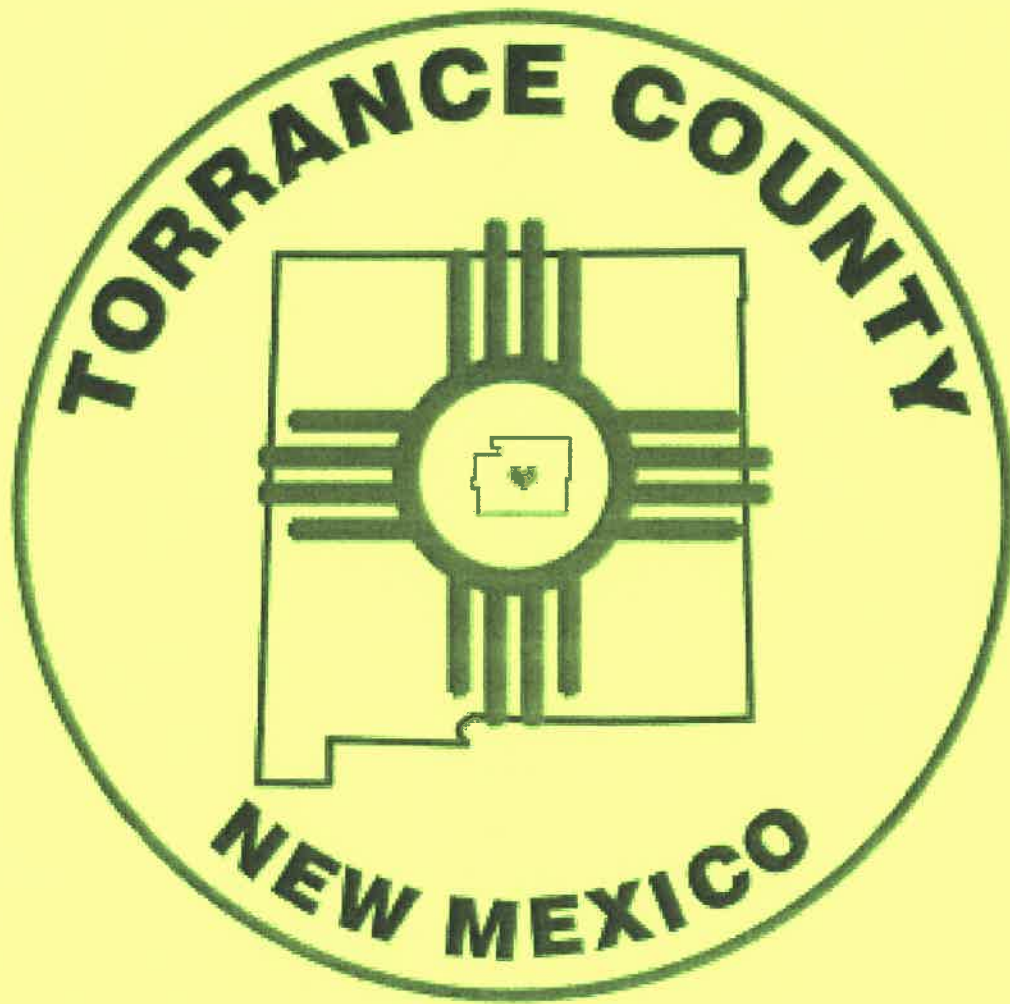
*Agenda Item
No. 5*



*Agenda Item
No. 6-A*



*Agenda Item
No. 7*



*Agenda Item
No. 8-A*

DRAFT COPY
Torrance County Board of Commissioners
Regular Commission Meeting
November 13, 2019
9:00 AM

Commissioners Present:

RYAN SCHWEBACH – CHAIR
JAVIER SANCHEZ – MEMBER
KEVIN MCCALL – MEMBER

Others Present:

BELINDA GARLAND – DEPUTY COUNTY MANAGER
JOHN BUTRICK – COUNTY ATTORNEY
LINDA JARAMILLO – COUNTY CLERK
GENELL MORRIS – ADMINISTRATIVE ASSISTANT

1. Call Meeting to order

Chairman Schwebach: Calls November 13, 2019 Regular Commission Meeting to order at 9:03 AM

- 2. Pledge lead by:** Ryan Schwebach
Invocation lead by Nick Sedillo

3. Changes to the Agenda:

Belinda Garland – Deputy County Manager: The sheriff’s office has to leave early, move agenda item 12a to after agenda item 5.

Chairman Schwebach: Motions to move agenda item 12a to after agenda item 5

Commissioner McCall: Seconds the motion.

All in favor: MOTION CARRIED

Belinda Garland – Deputy County Manager: Items 11A and 12F have two sided pages, the second side was not scanned in the computer, if anyone wants to see a copy, contact the Managers office.

4. PROCLAMATION

EMERGENCY MANAGER: Present a Proclamation to East Mountain CERT. FEMA Region 6 & the state office of Homeland Security would like to present East Mountain CERT with a community preparedness award.

Nick Sedillo: Matt Propp had a death in the family and County Manager is unavailable to make this presentation. In 2016 the Dog Head fire in the Manzano Mountains was devastating for many people. The Community Emergency Response Team (CERT) showed up and helped out. Nick read a letter from Matt Propp. I apologize for not being present I am currently dealing with a family emergency out of state. I would like to take this opportunity to say how proud I am of the East Mountain CERT group on this very deserving award. Emergency management is a whole community approach and can only be successful with people who embrace a cultural of service to others. The East Mountain CERT group embodies that mission of service. The members of this group give their own time without want or thanks or appreciation, although they are deserving of both. As the Emergency Manager for Torrance County I can tell you they are a vital part of how we as a community respond to and recover from a disaster or emergency. I would also like to thank the former Emergency Manager Martin Lucero who recommended the CERT group during his time in this position. I extend my sincere appreciation for their continued service their cooperation and their friendship. Congratulations on receiving this award, there is no group more fitting for this honor. Matt Propp Torrance County Emergency Manager.

Jeremy Cuddeback - NM Homeland Security and Emergency Management: State Citizen Corp Coordinator, he has been working with FEMA on the Community preparedness award. This year East Mountain CERT was selected out of Region 6.

Randy Michelle – Director of National Preparedness Program at FIMA
region 6: Located out of Denton, Texas. Emergency Management cannot be done without the community support. Thanking the CERT group and community for all they have done and continue to do. One of FEMA’s main strategic priorities till 2023 is to focus on a cultural of preparedness. There is no better embodiment of that example than a community emergency response team that is as active and experienced and have been able to accomplish what the East Mountain CERT group has been able to do. Whether it was fire and shelter or severe winter weather, in taking in civilians and sheltering animals. Region 6 is made up of Texas, Louisiana, Arkansas, Oklahoma and New Mexico. Cert is one of two award winners, the other one is a youth category. CERT was selected by their peers, not by FEMA. The citation reads: 2019 Region 6 Community Preparedness Award East Mountain CERT in recognition of your exemplary volunteer spirit that has helped your community prepare and respond to disasters. The Region 6 Community Preparedness working group is proud to award you 2019 Whole Community Preparedness Award Signed George A. Robinson Regional Administrator FEMA Region 6

5. CERTIFICATES AND AWARDS- None

12. M. SHERIFF: Motion to approve MOU between DEA/HIDTA and TCSO.

Stephanie Dunlap – Administrator: HIDTA strands for High Intensity Drug Trafficking Area. Sargent Duran will be placed on the task force to start tackling drugs with in Torrance County. The over time is fully reimbursed.

Chairman Schwebach: Motion to approve MOU between DEA/HIDTA and TCSO.

Commissioner McCall: Seconds the motion.

All in favor: MOTION CARRIED

6. BOARD AND COMMITTEE APPOINTMENTS

A. COMMISSION: Motion to approve Torrance County Land Grant Advisory Board Appointees:

- Jason Quintana, Manzano
- Andrew Gutierrez, Tajique
- Juan Sanchez, Chilili
- Leon Chavez, Torreon
- Phillip Lovato, Abo
- Victor Romero, Punta de Agua

Phillip Lovato, Abo: Here to represent the group.

Chairman Schwebach: Is there documentation supporting Phillip Lovato appointed for Abo, for the record?

Phillip Lovato, Abo: I can get documentation.

Commissioner Sanchez: Abo is not an incorporated community. It doesn't have any formal organization. Abo was settled with the understanding that the community was within the boundaries of the Manzano Land Grant. At that time all the land grants were being adjudicated at the federal level. Abo was settled by families that were hiers of Manzano because of the availability of water. Abo was under continued settlement from the 1870's until the present time. All the families that were allowed to settle there were settled under the terms of the Manzano Land Grant. We feel including Abo would give them an opportunity to bring their concerns to the table. When the land was adjudicated, Manzano ended up being out side of the boundaries. They didn't have the ability to become incorporated and become a town. In speaking with the other land grants about the advisory board we felt including Abo will give them the opportunity for their voice to be heard. Since

being County Commissioner, I have heard of concerns of water, zoning, etc. Abo is an area that is often forgotten. Mr. Lovato a very distinguished member of the community, member of the Soil and Water Conservation district board, the Lovato family have been contributing to the community for decades and generations. We felt honored to have his interests in serving on this committee.

Chairman Schwebach: I feel it is important for the County to have documentation stating this individual represents more than just himself. Signatures from community members will be fine.

Chairman Schwebach: Motion to approve Torrance County Land Grant Advisory Board Appointees under the conditions we will have paperwork from an entity or other members of Abo.

Commissioner Sanchez: Seconds the motion.

All in favor: MOTION CARRIED

7. PUBLIC COMMENT and COMMUNICATIONS

Brenda Rich, 9004 Hwy 55 Estancia: Quote: If you listen carefully enough someone will tell you exactly what kind of person you are. I don't feel this commission is listening to us as a county, we are telling you what we want for our children and community, and you are not listening. It takes 1/3 of the registered voters who voted you in to vote you out. We will put someone in this office to represent us as a whole. We are tired of some of the farms digging deeper than they are supposed to be. I don't bring anything to any board that I can't support, by fact witnesses and written testimony. I don't care what kind of farm that comes into McIntosh, we don't want it. My neighbors well went to sludge last week. I don't think Torrance County should put any farm in, we need a moratorium. It's time to start taking care of our water and penalizing these farms that are going deeper and reporting to the state that they are on upper levels. What's happening to the lower aquifers? These aquifers are going down one foot per year for the last 30 years. We don't want 10%, of your money for the La Joya project we want 50%, and these are our children's lives that you are playing with. My school district is diligent with the money they spend. It is not our fault that the county is not. If this county takes our school money, you better be prepared to put in schools that this county will run. If we have to fight you on a constitutional basis than we will. Torrance County has a new founded watch dog committee, we are watching you.

Charlene Guffey, Torrance County: There is a safety concern at the Indian Hills Fire Station. In year past there were plenty of volunteers. A fire broke out on Nov 1 near the fire station on Lexco and Chavez Rd less than 5 minutes away and no one came to put it out, the structure was burned to the ground, leaving a handicap ramp. Why and what is going on at the fire station with our volunteers? Is this happening at other fire stations across the county?

DiAnn Boyd: The La Joya money for the schools, I have been doing research on the ratings of schools and working on getting community volunteers to help improve our schools. By you taking the larger % of the La Joya wind money, what will happen with us getting more certified teachers, we have a lot of uncertified teachers. Also implementing programs other than STEM. Implementing better reading programs Etc. Mountainair is a B, Moriarty is a C and Estancia is a C. I want a better education for my granddaughter, if you take that money, how are we going to do it? Why do you need to take the bigger percentage?

Rachel Ledoux, 2 Bart Lane: I live next to Andy Miller, we are the only ones that live down that road. My pump went out, had my water level tested, it is the same as last year, has not changed. The Hemp Farm does security check and check around my house also. My husband is a truck driver and is gone often. They are helpful, polite and respectful. I have no problem with them being next door. I have heard people stating untrue facts that are upsetting. I have 3 little girls under 10, I have a sense of security with them next door, it's a secure location people are not in and out. I have heard people say they are shooting guns, we have shot more than them, we shoot snakes. I have nothing negative to having them next door to me.

Marcie Wallin - Torrance County Fair Board: Jill Encinas the county agent got a group of 4H and FFA kids together, they made appreciation cups for the Commission. A collage was created and presented to the fair board of the events for this year's County Fair. We would like to hang it in the fair building during the fair and here in the Administrative Building, so everyone can see the activities, increase people's knowledge and awareness of how hard the kids work and the fun they have.

Belinda Garland – Deputy County Manager: Responds to Ms. Wallin, We will find a place.

8. APPROVAL OF MINUTES

A. COMMISSION: Motion to approve the October 23, 2019 Torrance County Board of County Commission Minutes

Commissioner McCall: Motions to approve October 23, 2019 Torrance County Board of County Commission Minutes

Chairman Schwebach: Seconds the motion.

All in favor: MOTION CARRIED

9. APPROVAL OF CONSENT AGENDA

A. FINANCE: Approval of Payables

Commissioner McCall: Approval of Payables

Chairman Schwebach: Seconds the motion.

All in favor: MOTION CARRIED

B. MANAGER: Motion to Accept the Third Quarter Restrictive Housing Report from CoreCivic pursuant to NMSA 1978 33-16-5.

Belinda Garland – Deputy County Manager: This is a new requirement, all detention centers must report to the County Commissioners, this is a new state law, this will get us in compliance. Once approved we will send this to Santa Fe.

Chairman Schwebach: Motion to approve as presented.

Commissioner McCall: Seconds the motion.

All in favor: MOTION CARRIED

10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE

A. MANAGER-Public Hearing: Motion to approve authorization of the issuance and sale of Torrance County, NM Taxable Industrial Revenue Bonds for the La Joya Wind, LLC Project II, in the amount of \$ 385,000,000. **ORDINANCE NO. 05**

John Butrick – County Attorney: Swears in Parker Schenken and Brenda Rich

Parker Schenken– Sherman and Howard Law Firm, 500 Marquette Avenue

Northwest Albuquerque: Along with Jill Sweeney and Kurt Coffman representing the county in connection with the La Joya Wind Project and the current phase of the bonds. We are here to present the final passage of the ordinance before you as item 10 on your agenda. On the development side, we have Mark Stacey on behalf of La Joya and Peter Franklin, his council and bond council, if you have any questions. The master ordinance was passed in April authorizing \$675,000,000 worth of IRB, \$290,000,000 have been issued. This ordinance authorizes the remaining \$385,000,000. The purpose is to finance wing energy facilities, the ordinance before you approves the lease, indenture and purchase agreement between the parties, including provisions for the abatement for the gross receipts tax and abatement of property tax subject to payment of lieu of taxes. As discussed the schools district split is under discussion and will be resolved prior to the issuance of the bonds and the ordinance includes typical provisions protecting the county. Making sure the company covers the cost of all expenses of the transactions.

Brenda Rich: On the La Joya project's original split was originally was 60/40. Moriarty gets most of the tax dollars for this county. There school system is not doing well because they are not diligent with their money, neither is this county. You are putting our children's future at risk for 25 years. We don't have enough certified teachers or the funds to bring anyone better. Every district is in a search to find Special Education instructors. The state constitution on education relay's on the counties, it is an inherent position on the county. You are responsible for providing education for our schools. If you take this money at 90/10, it's unacceptable. We are a part of this community, 42% of our people don't speak English, and we have made it our jobs to let people know what you are doing. we will not stand by and let you trash our schools, you can't take our money. It belongs to the county and it belongs to the people you represent.

John Butrick – County Attorney: Swears in Michael Godee

Michael Godey: I'm assuming the money goes to districts that the wind farms are located in. If that is true, Mountainair doesn't get part of that money. Is the money going to be allocated to the schools that the wind farms are on or can they be allocated in a more fair way? The wind farms affect the whole county.

John Butrick – County Attorney: I'm looking through the Ordinance.

Chairman Schwebach: Does the school district receive the money that the wind turbans are in?

Commissioner McCall: The question I gathered is, if school districts that were not with in the geographical confines of the wind turbines were eligible?

Chairman Schwebach: Not on this current contract. The only means for income from this PILT payment to go to citizens with in the school district, is through payment distributed through the county. Am I correct?

John Butrick – County Attorney: I believe so.

Chairman Schwebach: We are back from Public Hearing.

Commissioner McCall: Motion to approve Ordinance 2019-05, the Torrance County Code of Conduct.

Chairman Schwebach: Seconds the motion.

All in favor: MOTION CARRIED

11. ADOPTION OF RESOLUTION

A. TREASURER: Motion to approve the New Mexico Counties 2020 Legislative Priorities. Resolution No. 2019-57.

Tracy Sedillo - County Treasurer: NM Counties have asked the 33 counties to adopt supporting their legislative priorities for the 2020 legislative session. The 4 priorities consist of Additional House Bill 2 appropriations for detention reimbursement fund and prisoner transport and extradition, housing and transport is a burden to all counties. They are looking to the state to provide some additional funding for reimbursement opportunities when we are housing and transporting state inmates. EMS Funding, NM Counties is looking to the legislature to appropriate more funding and designate a revenue source, to keep the EMS fund up. The Law Enforcement Protection Fund, they are asking for an increase of distributions per the law. Funding for Behavioral Health, there is a huge behavioral health issue in county jails. PERA Solvency, NM Counties opposes any increase to the employee or employer rate contribution. This is a priority because the fund is not solvent. There is a big issue with the PERA funds. They want to make it clear that we oppose any increases to the municipal funds because the municipal funds are more solvent than the state PERA funds. They feel the burden should not come to the municipalities and counties, the state needs to shore up their funds instead of looking to the counties and municipalities to bail out the whole situation.

Commissioner McCall: Motion to approve the New Mexico Counties 2020 Legislative Priorities. Resolution No. 2019-57.

Chairman Schwebach: Seconds the motion.

All in favor: MOTION CARRIED

B. COMMISSION: Motion to approve Resolution 2019-58 declaring the intent to issue taxable Industrial Revenue Bonds not to exceed of \$1,820,000,000 in connection with wind energy projects to be located within the unincorporated area of Torrance County.

Rob Burpo – First American Financial Advisors: This Resolution is to get the ball rolling. This transaction is in Torrance County, Guadalupe County and Lincoln County. This process will interact all 3 counties. We will have to have negotiations with the school districts, with Pattern and with the other counties.

Commissioner McCall: Is this the dollar amount for all 3 counties or proposed just for Torrance County?

Rob Burpo – First American Financial Advisors: The way I read it is for the entire transaction. They are still trying to determine where the turbines will be located in the various counties. Not all this money will be spent here. We will have discussions on transmissions issues, not just power generation.

Commissioner McCall: This includes transmission lines, IRBs?

Rob Burpo – First American Financial Advisors: This does not, only the power generation.

Crystal Coffman – Pattern Energy: The 1.8 is a Torrance County estimate it is not tri-county. It represents a large phasing approach. We are looking to implement farms in phases, I expect the phases to be closer in time period. This is a wind farm facility, IRBs and transmission are not on the table here. Sun Zia and Western Spirit transmission line are separate at this process.

Commissioner McCall: Do we foresee the transmission side coming before us for an IRB?

Crystal Coffman – Pattern Energy: At this time Wester Spirit line, is not able to do and I don't believe Sun Zia has an IRB process. Pattern Energy is the anchor tenant Wind farms for the Sun Zia transmission project, we are also co-owner along with RITA of the Western Spirit transmission line. There is discussion on working with IRB transmission lines, so we can redirect funds back into the counties. This is all preliminary and will need to be voted on in legislature.

Chairman Schwebach: Motion to approve Resolution 2019-58 declaring the intent to issue taxable Industrial Revenue Bonds not to exceed of \$1,820,000,000 in connection with wind energy projects to be located within the unincorporated area of Torrance County.

Commissioner McCall: Seconds the motion.

All in favor: MOTION CARRIED

C. **COMMISSION:** Motion to approve Amended Torrance County Land Grant Advisory Board, Resolution 2019-52 **Ratified.** (Sanchez)

Belinda Garland – Deputy County Manager: At the last meeting you did approve for the land grant advisory board to be created, however there was some requested amendments. Reads, Torrance County Board of County Commissioners, Resolution R 2019-52, Torrance County Land Grant Advisory Board, Whereas Torrance County has a diverse multi-cultural population and whereas the counties land grant committee pre date the founding of the United States and whereas the Torrance County board of county commissioners desires to have an improved dialogue with the land grant communities. And whereas the board has further determined that the creation of the land grant advisory board is in the best interest of the county. Now therefore be it resolved that the Torrance County Land Grant Advisory Board is hereby created. Board is to be made up of representatives of the Chilili, Manzano Tajique and Torreón Land grants and the communities of Abo and Punta De Agua. Members shall be selected by the governing boards of each community with the concurrence of the Torrance County Commission. The Advisory Board shall meet as need but not less than once a quarter and shall serve as a conduit for communication between the board of County Commissioner and the Land grant communities. The Land grant advisory board shall develop a scope

of work and operating procedures to be presented to the County Commissioners for approval. Done this 13th day of November 2019.

John Butrick – County Attorney: The last sentence was amended and a couple technical amendments with in the documents that have not been signed by you previously. You have signed a version of this previously but it wasn't the correct version.

Chairman Schwebach: Motion to approve Amended Torrance County Land Grant Advisory Board, Resolution 2019-52 **Ratified.** (Sanchez)

Commissioner McCall: Seconds the motion.

All in favor: MOTION CARRIED

D. COMMISSION: Motion to approve the creation of the Heritage Center Advisory Board. Resolution 2019-53.

Commissioner Sanchez: Motion to approve the creation of the Heritage Center Advisory Board. Resolution 2019-53.

Chairman Schwebach: Seconds the motion.

Discussion-

Chairman Schwebach: I have considered amendments to this. With this Heritage Development Committee is an initial start of feasibility, finance studies. We should put a year time frame, to dissolve after a year because it will evolve into something bigger or it's not going to evolve at all. My reasoning is, this will not be hanging out with no activity and to push this forward. 12 months after we appoint members.

Commissioner McCall: What is their scope of work? What are they going to do and how? Are they going to do the study amongst themselves or contract out?

Commissioner Sanchez: The resolution provides enough information. The committee is intended as a coming together. Coming together is a beginning, staying together is progress and working together is success. The idea is to begin to facilitate a discussion about how to move forward with the idea. We have appropriated \$10,000, the development committee is not tasked with spending that money. They would be tasked with a recommendation to come out of the initial meetings, we move into a feasibility study and they will aid the contractor. We need the committee to have an initial meeting and project some malleability to the project.

John Butrick – County Attorney: I have some technical amendments, line 20, it says and the National Park Service, I would state and 1 from the National Park Service, to be clear 1 representative on the committee and change date from 25th day of September to 13th day of November.

Belinda Garland – Deputy County Manager: Why are we excluding the towns?

Chairman Schwebach: One from each of the municipalities. Moriarty, Encino Willard, Estancia. This will take grass roots effort from volunteers.

John Butrick – County Attorney: Commissioner McCall asked about operating procedures and scope of work. You can add a sentence, the Heritage Advisory Committee shall develop a scope of work and operating procedures to be presented to the County Commission for approval.

Commissioner McCall: This advisory board will need to keep minutes?

John Butrick – County Attorney: Yes

Chairman Schwebach: we have a motion and a second to ratify with amendments.

John Butrick – County Attorney: To approve and ratify at the next meeting.

All in favor: MOTION CARRIED

12. APPROVALS

A. **COMMISSION:** Discussion and motion to approve changes to dates of the November 27, 2019 and December 25, 2019 Board of Commission Meetings.

Commissioners and Administrative Staff discuss and decided: The November 27th will be moved to December 5th and December 25th meeting will be moved to December 18th canceling the December 11th meeting.

Chairman Schwebach: Motion to cancel the regular meeting on November 27th and move it to the 5th of December. Cancel the regular meeting 25th of December and move it to the 18th of December. Canceling December 11th meeting.

Commissioner Sanchez: Seconds the motion.

All in favor: MOTION CARRIED

B. **COMMISSION:** Discussion and motion to approval Special Meeting to officially present the Torrance County ICIP Lists.

Belinda Garland – Deputy County Manager: We talked about having a special meeting to present our official ICIP list to state representatives. The responses I am getting from them is they have a tight schedule. I did inform them we were going to have a presentation on December 11th now that has been canceled.

Chairman Schwebach: This was at my request for the manager's office to reach out to our representatives, my vision is to present our ICIP list from all 3 Commissioners. Due to scheduling I don't think this will happen.

Belinda Garland – Deputy County Manager: We have always waited to present this until this was approved by Santa Fe but that will push it into this time frame.

Starting Oct1st their schedule becomes packed daily. Maybe next year we do a presentation in early fall or late summer.

Commissioner McCall: Can we try and do a brief presentation on 5th of December? I think it is important to get our Senators and Representatives down here to tell them and show them where are concerns are. No better place where the 3 of us can be together.

Belinda Garland – Deputy County Manager: I will advise them.

Chairman Schwebach: No Action

C. MANAGER: Motion to approve 2020 Board of Commission Meeting and Holiday closure schedules.

Kristen Oliver – Human Resource Director: I need your approval to make the employee calendars. The Commission meetings are still the 2nd and 4th Wednesdays of the month and the holidays are the same.

Commissioner Sanchez: Motion to approve 2020 Board of Commission Meeting and Holiday closure schedules.

Chairman Schwebach: Seconds the motion.

Commissioner McCall: Will there be a conflict for the December 23rd meeting?

John Butrick – County Attorney: The November 11th meeting is Veterans Day, we are closed.

Commissioner Sanchez: Make the needed changes and come back for approval. Motion withdrawn.

D. FAIR BOARD: Motion to approve advertisement for letters of interest for two (2) Fair Board positions.

Marcie Wallin – Fair Board: We have 2 positions we need to advertise for, they are 3 year positions.

Commissioner Sanchez: Motion to approve advertisement for letters of interest for two (2) Fair Board positions.

Commissioner McCall: Seconds the motion.

All in favor: MOTION CARRIED

E. FAIR BOARD: Motion to approve advertisement for letters of interest for one (1) Fair Board Secretary position.

Marcie Wallin – Fair Board: This is a 1 year contract.

Commissioner Sanchez: Motion to approve advertisement for letters of interest for one (1) Fair Board Secretary position.

Chairman Schwebach: Seconds the motion.

All in favor: MOTION CARRIED

F. FAIR BOARD: Motion to approve extending contract with current Fair Board Secretary to December 31, 2019.

Commissioner McCall: Because of the advertisement we need to extend this contract?

Marcie Wallin – Fair Board: Yes

Commissioner McCall: Motion to approve extending contract with current Fair Board Secretary to December 31, 2019.

Chairman Schwebach: Seconds the motion.

All in favor: MOTION CARRIED

G. MANAGER: Motion to approve salary increase for current GIS Mapper/Rural Addressing position.

Ruben Gastelum - GIS-GPS Analyst/Rural Addressing: I am seeking an increase staying within my budget, moving one line item. Taking me to \$46,736 a year.

Commissioner McCall: What is the line item you are pulling from?

Ruben Gastelum - GIS-GPS Analyst/Rural Addressing: 675-07-2242 supplies –signs

Chairman Schwebach: You are proposing to move \$7,000 from signs and supplies

Ruben Gastelum - GIS-GPS Analyst/Rural Addressing: I don't use that much money on that line item per year.

Chairman Schwebach: Why was it in the budget, how long has it been there and why was it not used?

Ruben Gastelum - GIS-GPS Analyst/Rural Addressing: I don't know why but somehow it was increased a couple years ago.

Commissioner McCall: Where else do we have signage in a budget?

Ruben Gastelum - GIS-GPS Analyst/Rural Addressing: The road department, for traffic flow. Not road signs

Commissioner McCall: I wish we had more road signs.

Chairman Schwebach: I'm not denying the staff recommendations or that your salary needs to be looked at. I have issues that the salary is being pulled from budgeted items, to create that salary. I don't think that is a proper way to set precedence on how we address our lower salaries.

Commissioner McCall: I don't have a problem looking into our lower salaries but to take an item, we can use more, towards a salary. I hesitate to do that. There may be money elsewhere we can move to get the salary up and get competitive with other counties with your experience.

Belinda Garland – Deputy County Manager: If you go back when we created the budget, some of the new positions and salary increases are coming out of the infrastructure. The finance director can look at the General Fund.

Chairman Schwebach: Defer item, look for other places for funding to fill this need. Some explanation if we have had this fund carried over for so long and signs not put out, that we need to eliminate the budget for signs or figure out how to get them put up.

Belinda Garland – Deputy County Manager: The Road Department is addressing this now with the 3 new positions.

Chairman Schwebach: I would like for finance to be directed to look into this from other fund sources at the next meeting.

Chairman Schwebach: No action.

H. EMERGENCY MANAGER: Motion to approve State Homeland Security Grant Program (SHSGP) agreement.

Cheryl Allen – Grant Coordinator: State Homeland Security Grant Program (SHSGP) has approved \$75,000 to put toward the first net program, no match is required. We need to thank Matt, the priorities that were set on this grant required a SWAT team, a homeland security team or a bomb squad, and we don't have any of these. Technically we are not eligible for this grant. Matt went to the cabinet secretary and was able to argue for the \$75,000 to get the communications upgrade for public safety. Without this we wouldn't be able to have the abilities to communicate properly.

Nick Sedillo – Operations Manager: This has been a yearlong project, when we converted over to the AT&T platform, AT&T received a department of justice grant for 25 years. All of our first responders have priority over the network, in the event of an emergency. This grant will allow us to tie in our First Net phones into our mobile radios, allowing us to have better communication. The County has only 2 repeaters one in Capella Peak and one in Clines Corners, we share with Lincoln County in Gallinas. As a first responder, when I key up my microphone it has to go to Gallinas or Capella and repeat back down to dispatch. With AT&T we can rely on their towers, we have tested this for the last 3 months, it has worked great. This communications grant will get us to where we need to be. Since we are signed with AT&T they will take the brunt of the responsibility.

Commissioner McCall: Are there any funds left to address the generator backups?

Belinda Garland – Deputy County Manager: The generators have already been bought.

Commissioner Sanchez: Motion to approve State Homeland Security Grant Program (SHSGP) agreement.

Commissioner McCall: Seconds the motion.

All in favor: MOTION CARRIED

I. DWI: Motion to approve the Torrance County DWI Prevention Program to establish a DWI Planning Council in accordance with the guidelines set forth by DFA.

Tracey Master - DWI Prevention Program Coordinator: LDWI program guidelines require that each county has a DWI Planning Council, many years ago we had a standalone planning council. We had the same people attending the same meeting. The planning council was absorbed by Partnership for a Healthy Torrance Community. Partnership took over the roll as planning council. It has worked well over the years, however the partnership does a lot more than they did back then. The partnership has reduced the DWI preventions time between 5 and 10 minutes. This makes it difficult when it's time to write the grant application. I feel it's time to go back to having a standalone planning council. The membership of the planning council shall be selected to represent a broad spectrum of interest and may include county officials, DWI program and service providers, law enforcement officers, alcohol concealers therapist, school administration, local political leaders, representatives of native American communities and teen representatives. We had about 25 members when we had a standalone council. The Quorum was set small, 3 or 5. I would like to reestablish standalone planning council.

Commissioner McCall: Motion to approve the Torrance County DWI Prevention Program to establish a DWI Planning Council in accordance with the guidelines set forth by DFA.

Commissioner Sanchez: Seconds the motion.

All in favor: MOTION CARRIED

J. DWI: Motion to approve the CDWI Grant Agreement, # 20-CD-05-103.

Tracey Master - DWI Prevention Program Coordinator: This agreement is between Torrance County and NMDOT for CDWI funding. The total amount is \$2,453, the money comes from fees that are assessed to convicted DWI offenders. They are assessed a \$75 fee, we get what has been collected. \$1,453 will be used for promotional items and \$1,000 will go to law enforcement overtime.

Commissioner McCall: Motion to approve the CDWI Grant Agreement, # 20-CD-05-103.

Chairman Schwebach: Seconds the motion.

All in favor: MOTION CARRIED

K. Clerk: Motion to approve the Canvass of the 2019 Local Election by Commission.

Linda Jaramillo – County Clerk: By state statute you are the Canvassing Board for the local election. We have all the materials necessary for the canvass. We can go through each polling place and tapes, if you would like? I also have a summary of the casted votes. You can look at the summary and then decide if you want to go precinct by precinct. The summary is available in packet or at the county clerk's office. On the summary you will see in blue – absentee by mail, green – early and yellow – Election Day, the totals are on the right hand side. We had 2 provisional ballots, one at the alternate site and one in Estancia. This only changes the outcome by 1.

Chairman Schwebach: Are the provisional ballots counted in this summary?

Linda Jaramillo – County Clerk: Yes

John Butrick – County Attorney: I appreciate the County Clerk staying with me last Thursday evening, in drafting an emergency petition to the court and a public order to get one of the provisional ballots out of the ballot box. Court approved our motion the next day and we got the ballot out of the box.

Linda Jaramillo – County Clerk: Thank You! This was the first of its kind local election in the state first of its kind for Linda Kayser and I. I want to thank Linda my Deputy and the ladies in my office Yvonne, Sylvia and Genell, they work really hard to get this going, and my precinct workers, it was a struggle for them because it was new technology. We had some glitches, Manzano didn't come up, there were too many heaters, and this kept tripping the breakers. We had to vote one person emergency, we have ballots there for that. AES – Automated Election Service, provided us with ballot on demand and computers, we had 3 people from AES here is Torrance helping with the election. This is the last local election I will run but I hope we were able to lay the ground work for future clerks, maybe it will make their job easier.

Chairman Schwebach: For the Councilor Positions 1 & 2 in Mountainair, Top 2 take the position?

Linda Jaramillo – County Clerk: Yes

Chairman Schwebach: Looking at this it would be Zamora and Ernie.

Linda Jaramillo – County Clerk: Yes, this is considered a state wide election, if it is this close in state wide elections, it's an automatic recount.

Chairman Schwebach: The recount has not been done?

Linda Jaramillo – County Clerk: No

Commissioner McCall: What 2 races?

Linda Jaramillo – County Clerk: Encinias and Armijo, Kayser and Lopez.

Commissioner McCall: Is the state mandating the recount?

Linda Jaramillo – County Clerk: Yes, on the top of this handout in pink are the voting locations in Torrance, the green is the tabulators we use and the yellow will be the contests that will be recounted. Note: we were tied on election night but we had a provisional for Armijo, his is up by 1. We share this school district with Santa Fe County, Santa Fe County has one up with no Provisionals, and so the votes stand as they are right now. We will be going through 16 tabulator, district court will be here to observe this process.

John Butrick – County Attorney: When will that recount occur?

Linda Jaramillo – County Clerk: It will probably be the first week of December, we have to wait on the state canvassing board.

John Butrick – County Attorney: Does the state statute take in to account the fact there might be a recount and how that affects whether or not the Commission can approve this?

Linda Jaramillo – County Clerk: They accept the Canvass and then after we recount that will be canvassed and need approval.

Commissioner McCall: We are not canvassing the 2 that are in question?

Linda Jaramillo – County Clerk: You are, we will canvas the whole thing today. The state canvassing board will meet the last week in November, then the recount will be set up. The Secretary of States Office will pay for the precinct workers. I had a candidate that was going to ask for a recount, I have to let them know there will be an automatic recount.

John Butrick – County Attorney: So the Commissions actions today will not affect the recount.

Linda Jaramillo – County Clerk: We will open the ballot boxes with District Court present. We take the ballots that pertain to these 2 contests and run them through the machines. I have verified this with the Secretary of State's Office.

Commissioner McCall: Today we are canvassing the way it stands? Is there a possibility of a change after the recount?

Linda Jaramillo – County Clerk: Yes, there is a possibility.

Chairman Schwebach: The tabulators have not been opened?

Linda Jaramillo – County Clerk: No, they are locked. We have the results tape, we take out on election night. We run this through our system. The other one is locked. They will create this recount and we will program new cartridges to run this recount. The others are saved for the required time.

Chairman Schwebach: Motion to accept the Canvass of the 2019 Local Election by Commission.

Commissioner McCall: Seconds the motion.

All in favor: MOTION CARRIED

L. PLANNING & ZONING: Re-Convene Public Hearing- Andrew Miller partial vacation of Antelope Springs Subdivision & rights of way for Bart Lane. (This is a continuation of the hearing begun October 23rd.)

John Butrick – County Attorney: We are continuing the hearing at the point we left off 3 weeks ago, the public comment and the question and answering from the public has already occurred. It is now with the Commission to ask and answer questions, make a motion and approve or not approve.

Chairman Schwebach: I requested the continuance to this, so we can look into planning and zoning and various things. Mr. Guetschow correct me if I'm wrong, the recommendation from Planning & Zoning was to approve a Do Pass?

Steve Guetschow – Planning & Zoning Coordinator: That is correct.

Chairman Schwebach: After looking at it, there is no reason to not do it.

Chairman Schwebach: Motions: DO PASS

Commissioner McCall: Seconds the motion.

Commissioner Sanchez: We had folks here against it last time. We need to take a moment to explain our rationale. I also don't see any reason why we can't do it. These issues are very concerning. I would like to extend some level of understanding to those that were against this, so they are aware of the position we are in and how this works.

Chairman Schwebach: Yes, I will fully explain that. From the public comment that I hear that was against this vacation

Commissioner Sanchez: We have them here, right do we have anyone here.

Chairman Schwebach: I know there is at least one here.

Commissioner Sanchez: Could you please come up? Pardon me if I am over stepping my bounds.

Chairman Schwebach: We are not taking public comments.

Commissioner Sanchez: I want to make sure you understand the difficulty of this position. The concern I had was that the water rights weren't there. The thing about water in the valley is that it's not, even though the government and local government provides water on a paying basis, it is preserved to be a public resource. Water is a private commodity, you are not entitled to any water. No one is entitled to any water, the water you have is the water you pay for. If you have the money to buy the water right, drill a \$100,000 well, then you have every right to pump water. We have residential water rights, we have many different classifications of water rights. That aside, I'm not an expert in water rights. My understanding we are concerned about a farm coming in and pumping water in an area where there is a scarcity of water. Everyone wants everyone to have water for their needs. In this situation, documentation has been provided that the State Engineer has approved the transfer of water rights. I don't think Mr. Miller, at this location has water rights, and they have the right to pump water. There is no basis

in water to deny this application. They have every right to pump, the level of water for that farm. There is nothing we can do. If the State Engineer denied for some reason, of course they have their own rules and regulations, and they move forward with an approval, I'm in no position to cast judgment upon their approval or disapproval. With that in mind, I want you to understand we are concerned about water. Agriculture is something, we are in a closed basin, and we are the primary users of water. I imagine we are going to pump as long as there is water. The farmer has purchased, invested and bought the rights to that water. According to the way the state runs these things that's just it. The good news for our residential folks, we are in a closed basin, so there is no new farms coming in. For Example: In this situation, Mr. Miller who I am very familiar with the point of origination for this, it's here in Ewing. Those water rights went back to 1947, I think, 40's early 50's when the first water rights were identified.

John Butrick – County Attorney: Mr. Chairman, I don't mean to interrupt. Mr. Sanchez. Ms. Rich is going to testify, she was previously sworn in and she is still under oath.

Brenda Rich, 9004 Hwy 55 Estancia: Correct.

Commissioner Sanchez: I guess that's it. They are senior water rights, is my understanding. Even though there is a new farm coming in there, a farm in Ewing is no longer farming, that farm in essence moved. There is no new water being pumped. There is no additional water being pumped out of the valley. No one can say they are going to start farming hemp and we are going to break virgin ground and start pumping water. Somebody has to give up the right to pump water in order for them to be able to do so. That's where it lays. There is nothing further.

Brenda Rich, 9004 Hwy 55 Estancia: Commissioner Sanchez, I think one of the places that got lost along the way is, water is an issue, but as a county do we need to, when we are selling or a buyer is going in and buying residential land and it's zoned as residential. Then someone comes in and says I want to take this subdivision and I want to turn it into a commercial farm, store or any kinds of commercial stuff. Then you are upsetting the balance of the residential areas in the trust that we put, when we bought those residential properties. That area was going to remain residential. It's a lot of big issues I honestly think this one was snuck in, I really think this board needs to come out and talk to McIntosh, talk to us about how we see our community and how we want our community to grow and we want to continue to put residential people in there for this county to thrive. I think that got lost along the way, somewhere. Yes, water is an issue so is residential peace and quiet and security.

Commissioner Sanchez: How do we square that residential?

Chairman Schwebach: Right now we are still in a public hearing. What we have here before you is on a Do Pass or Do Not Pass, we have a motion on the table. I'll

be honest with you, when this came to light, I hear what you are saying. It's not Mr. Millers fault or cause of remedy, he is exercising his rights, and I agree with that. It is not your fault that the water is going down, do we have a problem that needs to be addressed. That is what came to light and why we are checking things. When it comes to water rights there is a lot more to it, it's the State Engineer. At this point I would like to continue it under discussions because I feel that this is a prime opportunity to shift gears on what this county does need. I agree 100% we need to talk to McIntosh. There is a lot of need within this county. That being said we have a motion and a 2nd on the table.

John Butrick – County Attorney: Having gone through this with Mr. Guetschow and Mr. Dunn, we believe as County Attorney they have gone through all the steps that needed to be taken and everything is in order. It's just a matter of you approving or not approving and your motion will need to be made outside if public hearing.

Commissioner Sanchez: On one side is the water and that is beyond any dispute. On the other side is the land, the zoning issue, my understanding is that the land was purchased as residential not commercial so you couldn't do any industrial agriculture. Now, the operation in suit despite the inappropriate zoning?

John Butrick – County Attorney: That is correct, by the letter of the law they are right now in violation. The reason they have not received a notice of violation and have not been sited into court is because they are going about the process that has been put into place already under the ordinance to go about vacating the land.

Steve Guetschow – Planning & Zoning Coordinator: Mr. Butrick they are under notice of violation, for operation of a commercial agricultural business in a residential zone.

John Butrick – County Attorney: I stand corrected

Chairman Schwebach: Now that is brought to my attention, I would like to know what consequences are there. How does that effect this hearing and the decision to vacate the land if at all?

Steve Guetschow – Planning & Zoning Coordinator: The vacation of this property from the subdivision would bring them into compliance because the surrounding zone district is AP5 where agricultural farming is allowed. It would remove Mr. Millers property from the subdivision.

Chairman Schwebach: As of right now he was in violation because it wasn't vacated.

John Butrick – County Attorney: That's correct.

Chairman Schwebach: He has been advised the course of action to correct and is to vacate the land?

Steve Guetschow – Planning & Zoning Coordinator: That is correct.

Chairman Schwebach: Okay, we are on the same page.

Commissioner Sanchez: In light of the violation, what is your rationale for approving the conditional use?

Steve Guetschow – Planning & Zoning Coordinator: Mr. Sanchez, there is no conditional use.

Commissioner Sanchez: Pardon me, I used the wrong word. In other words, what rationale do we have, bases do we have for approving? What message are we sending?

Chairman Schwebach: The rationale, sadly enough, what we are experiencing right now is quite often what was good planning and zoning law, what was good intentions and good understanding that was good 20 years ago. Quite often when you have an issue, the laws are not in place to say it. The rationale for approving this and giving a due pass is whether Mr. Miller had been in production or not in production it would have been approved. There is nothing within the planning and zoning to give him other consequences other than to correct it, similar to somebody moves into a house and doesn't have the right permit, well do you tear the house down or do you get the right permit and get it justified. It is under the same rationale as that. So what this county is now entering into is the acute awareness that we need to address some planning and zoning laws. We need to address some future thinking, whether it's hemp or existing farms or existing water rights. I'm not denying any of that. We also need to address what direction we want to go on how we will deliver water to the residence. Looking at that, this particular tract in Mr. Miller's property, when it was subdivided, I don't know how many years ago 30-40 years ago. I looked at 1 acre lots, so by law everybody drills a well on there and that's minimum 1 ½ acre foot per home, add that up, that is far more water consumed than what he is applying for the water right transfer. We are having to look at our planning and zoning but as of right now we can't go back and punish Mr. Miller and anybody else in there because they were acting within the means and the laws that were given to them.

Brenda Rich, 9004 Hwy 55 Estancia: He wants it both ways, He wants to leave 10 acres in residential zoning and 70 acres of it to be opened up commercially. What about those of us who bought residential property, thinking we were buying into a residential neighborhood and then somebody says, it was intended to be residential area. That punishes the ones that bought into it as a residential area not foreseeing down the road that planning and zoning would change like this or even Mr. Miller would bring in an operation. It's not that we have anything against Mr. Miller, it's that we are a small residential area and these big farms and companies keep coming in and they want to apply for a variance or they want to start operation in the sneak. I bought into a residential area, I didn't buy into a commercial area.

John Butrick – County Attorney: I wanted to remind you that at this point public comment has been closed and to the extent that there is public comment, that will need your deferment

Steve Guetschow – Planning & Zoning Coordinator: Prior to 2016 there was no restrictions about commercial agricultural being conducted in type 1, 2 subdivisions, now there is.

inaudible

Chairman Schwebach: I'm sorry this is a public hearing, public comments had been closed, Brenda was allowed to come to the podium because Commissioner Sanchez invited her up as part of the discussion that is why we are not allowing anymore public comment in this hearing.

Chairman Schwebach: At this time I make a motion to close this public hearing.

Commissioner McCall: Seconds the motion.

All in favor: MOTION CARRIED

Chairman Schwebach: We are back from Public Hearing item # 12 L.

Chairman Schwebach: Motions: DO PASS to vacate Andy Miller partial vacation of Antelope Springs Subdivision & rights of way for Bart Lane.

Commissioner McCall: Seconds the motion.

All in favor: 2 in favor Commissioner Sanchez not in favor:

MOTION CARRIED

Chairman Schwebach: I do understand the concerns. Situations have been brought to your attention which has brought you here. That is how things work, when we discover this, we have a problem we need to work on it. We have known we have water issues in this county. Unfortunately the state laws, that the water for consumptive use and discernment does not take that into account. There are avenues that this county can take to facilitate the longevity of it, but it takes planning from north to south of this county. If you look back in the records, the water planning committee, things have been in place but no action has been taken. It is time to take action.

Commissioner Sanchez: What can we learn from this and what corrective action can we take?

Chairman Schwebach: We need to bring in our own water planning committee and create a 50 year water plan and have some of these guidelines, unfortunately we need to have the state engineer sign off on this. When you are dealing with water you are dealing property water rights. This is our livelihood, we have been here a long time, and we have staked our economics on the valley. At some point this valley is going to have to accept that we need to change our life thinking on what economics are and what it means, what these school's value. What is the

point of having a school if no one lives here? What direction do we go? This Commission is not ignorant of it. We are working within the parameters of the law. When we go down this road it puts this county liable, potentially, because we are dealing with private property lines. The other avenue is EMWT that has a system that was designed to deliver water to the wells going dry.

Commissioner Sanchez: What can we learn from this from a zoning perspective?

Chairman Schwebach: We have to remember that planning and zoning can do future things but anything that has been done is grandfathered in. This is a discussion we need to continue, we will bring up in the future.

13. DISCUSSION

A. COMMISSION: Update on 2020 Census Complete Count (Peggy Schweback)

Peggy Schweback – Chairman of 2020 Census Complete Count Committee:

We are 6 months to a year behind schedule. Census begins 2020, we have 5 members on the committee, and they are not represented of every era of the county. We are trying to pull in a network of people we can reach out to, disseminate correct information and go person to person, neighbor to neighbor till we get people fully aware of what the Census is, why it's important and how they are going to be counted. This will be a new approach in account because it is going to be self-reporting. They would like for everyone to use a computer or phones to report their count. Sometime in March a post card will be mailed out to those who have resident attached to their address. Unfortunately Torrance County and this region doesn't fit that profile, most of us get our mail from the Post Office, meaning the post cards will be hand delivered. The post cards will explain how they can report, it will have a code, and the code is exclusive to that residence. It's critical we get people aware, each person is worth roughly \$3,000 per the next 10 years. Federal money gets to our schools, health services, senior centers, by these counts. We are working hard trying to reach out. My request is to become informed about the Census pass the word and be supportive.

Commissioner Sanchez: Do we have any indication of level of margin of error in past Census?

Peggy Schweback – Chairman of 2020 Census Complete Count Committee: I invite you to go to USCensus.gov, Yes, it's a very difficult map called the roam. You can pinpoint the area you want exact information from.

Kassandra Sandy - 2020 Census Complete Count Committee Coordinator: Presented packets from the attended state training. The training was very informative, this is sensitive and protected information. The original grant was

\$24, 219.53 of that \$19.00 has been spent on refreshments for the training. Reports are given to the state every 15th of each month.

Peggy Schweback – Chairman of 2020 Census Complete Count Committee:

Supplies will be purchased at the 1st of the year, we have to buy all the materials.

B. COMMISSION: Purchase of the Wells Fargo building in Estancia.

John Butrick, County Attorney: Recommends this item stay in Executive Session for the time being, under the open meetings act.

Commissioner McCall: I think this is wise, it falls under the real estate contracting?

John Butrick, County Attorney: Yes

Chairman Schwebach: I feel it needs to stay in executive session.

C. MANAGER/GRANT COORDINATOR: Announcement of community meeting for Southern Torrance County Economic Development Strategy Project.

Cheryl Allen – Grant Coordinator: Our contractor is Sight Southwest and we have 3 community meetings November 19th at the Torreon Community Center, November 20th in Estancia at the Torrance County Commission Chambers and November 21st at the Encino Community Center all meeting are from 6 pm to 7:30 pm. All this information is posted on the Torrance County website and throughout the county. This is a presentation about what this project is all about and a swat analysis will be done evaluating strengths, weaknesses, opportunities and threats of the areas. We have the meeting in different areas of the county but are not limited to those people. If you can't attend one you can attend another. A new agenda is on the Torrance County website.

Chairman Schwebach: In light of a public comment concerning a very alarming issue. The house fire that no one responded to. I would like to direct our manager to look into this further and give us a detailed account of what has happened. I am aware our volunteer fire department is suffering, but would like some answers. A house was burning down within sight of a fire department and no volunteers showed up.

Commissioner McCall: I have asked our county manager to pull the calls and see the tone times and that is not the only incident I am aware of, some other issues up north, lack of volunteers responding. We need to get the truth.

Nick Sedillo – Operations Manager: As a proponent to first responders and those that serve, I have been up here 100s of times being a proponent of funding our fire department. The rules and regulations that come from Santa Fe are somewhat absurd because they will give you tons of money to buy equipment but not give

you tons of money to have people run that equipment. We need to take a more positive approach with our legislature maybe the State Fire Marshalls or whomever writes these rules. It's a problem nationwide. In the bigger jurisdictions Bernalillo County, Santa Fe County, City of Albuquerque have funding mechanisms to hire fire departments. We don't have volunteer deputies why do we have volunteer fire fighters. If I'm working in Albuquerque and I'm a volunteer fire fighter I won't get here to quickly.

Chairman Schwebach: I think it is time to aggressively address this problem.

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

We are canceling November 27th, December 11th, and December 25th; Our next meeting will be December 5, 2019 and December 18th at 9:00 AM in the Torrance County Administration Building Estancia, NM

14. EXECUTIVE SESSION:

Chairman Schwebach: Motion to go into Executive Session

A. COUNTY ATTORNEY: Pending Litigation, Lidyard vs Watts.
Closed pursuant to NMSA 1978, 10-15-1(H)(7).

B. ROAD: Discussion regarding the purchase, acquisition or disposal of real property for Torrance County operations, NMSA 1978, 10-15-1 (H)(8).

C. MANAGER: Limited personnel matters pursuant to NMSA 1978, 10-15-1 (H)(2)

Commissioner McCall: Seconds the motion.

Roll Call Vote: All in favor - **MOTION CARRIED**

Executive Session began at 11:31 AM

RECONVENE FROM EXECUTIVE SESSION:

Reconvened at 12:18PM

Chairman Schwebach: Motion to return from Executive Session

Roll Call Vote: All in favor - **MOTION CARRIED**

Chairman Schwebach: The Commission discussed Pending Litigation, disposal of real property, and Limited personnel matters, pursuant to NMSA 1978, 10-15-1 (H)(2); (H)(8); (H)(7).

No Action Taken

16. Signing of Official Documents

**Adjourn*

Chairman Schwebach: Motions to adjourn Commission Meeting

Commissioner McCall: Seconds the motion.

All in favor: MOTION CARRIED

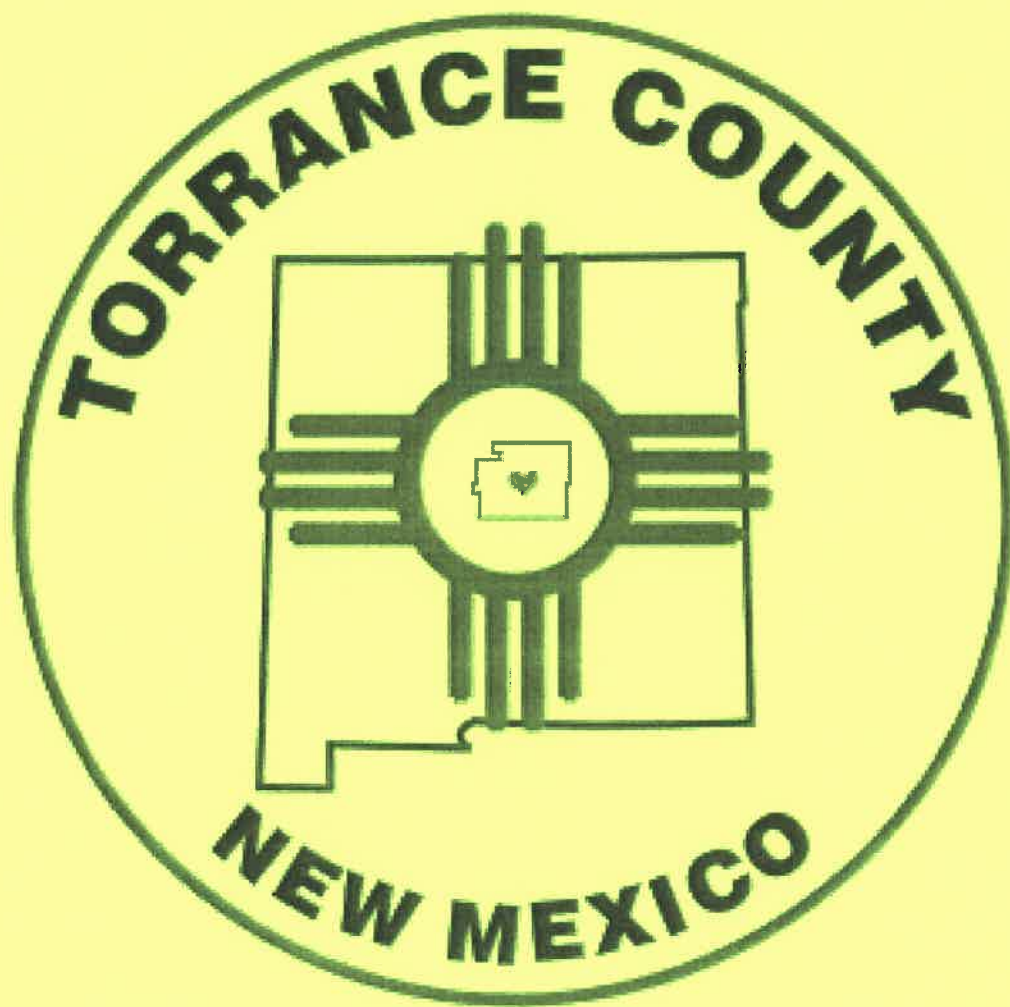
Meeting adjourned at 12:19 PM

Ryan Schwebach – Chairman

Genell Morris – Admin 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 out local radio station KXNM.



*Agenda Item
No. 9-A*

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

TOTAL CHECKS PRINTED 218

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 2,334,021.79 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 11/27/2019 . 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 BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

SIGNED

ATTEST BY

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 ISSUED ON THIS DATE AND DOES HEREBY AUTHORIZE THE FINANCE DEPARTMENT TO PROCESS THESE CHECKS.

Tracy L. Sedillo

DEBITS

CREDITS

** GRAND TOTAL ** 2,334,021.79

**TOTAL GENERAL FUND 66,045.24

**DEPT 401-05-2207 COUNTY COMMISSION 3,061.38
 401-05-2243 TELECOMMUNICATIONS 231.08
 401-05-2273 CONTRACT - KXNM COMMUNITY FOUNDA 1,250.00
 401-05-2275 CONTRACT - ATTORNEY FEES IRB 1,041.87
 CONTRACT - ATTORNEY FEES 538.43

**DEPT 401-08-2202 PLANNING & ZONING 533.14
 401-08-2203 SUPPLIES - VEHICLE FUEL 146.93
 401-08-2207 CONTRACTS - EQUIPMENT MAINT 328.71
 TELECOMMUNICATIONS 57.50

**DEPT 401-10-2203 COUNTY MANAGER 2,764.16
 401-10-2205 CONTRACTS - EQUIPMENT MAINT 680.64
 401-10-2206 TRAVEL - EMPLOYEES 54.18
 401-10-2207 POSTAGE 1,351.59
 401-10-2271 TELECOMMUNICATIONS 201.25
 CONTRACT - OTHER SERVICES 476.50

**DEPT 401-15-2203 ADMINISTRATIVE OFFICES MAINTENAN 4,134.34
 401-15-2207 CONTRACTS - EQUIPMENT MAINT 280.32
 401-15-2208 TELECOMMUNICATIONS 57.50
 401-15-2215 UTILITIES - ELECTRICITY 2,665.43
 401-15-2219 MAINTENANCE & REPAIRS-BUILD/STRU 1,131.09

**DEPT 401-16-2203 JUDICIAL COMPLEX MAINTENANCE 8,216.43
 401-16-2208 CONTRACTS - EQUIPMENT MAINT 166.86
 401-16-2215 UTILITIES - ELECTRICITY 3,024.11
 401-16-2229 MAINTENANCE & REPAIRS-BUILD/STRU 4,733.94
 SUPPLIES - PAPER 291.52

**DEPT 401-20-2207 COUNTY CLERK 1,097.57
 401-20-2219 TELECOMMUNICATIONS 201.25
 401-20-2236 SUPPLIES - GENERAL OFFICE 598.32
 SUPPLIES - UNIFORMS 298.00

**DEPT 401-21-2205 ELECTIONS 9,101.42
 401-21-2221 TRAVEL - EMPLOYEES 139.05
 401-21-2226 PRINTING/PUBLISHING/ADVERTISING 837.24
 401-21-2308 ELECTION COSTS 8,080.00
 VOTING MACHINE STORAGE 45.13

**DEPT 401-24-2208 HEALTH DEPT BUDG MAINTENANCE 620.88
 401-24-2210 UTILITIES - ELECTRICITY 299.02
 UTILITIES - WATER 321.86

**DEPT 401-27-2208 MOUNTAINAIR SENIOR CENTER MAINT 633.67
 401-27-2215 UTILITIES - ELECTRICITY 378.67
 MAINTENANCE & REPAIRS-BUILD/STRU 255.00

**DEPT 401-30-2203 COUNTY TREASURER 2,183.60
 401-30-2205 CONTRACTS - EQUIPMENT MAINT 622.99
 401-30-2207 TRAVEL - EMPLOYEES 110.48
 401-30-2219 TELECOMMUNICATIONS 230.00
 SUPPLIES - GENERAL OFFICE 775.61

401-30-2221
**DEPT

PRINTING/PUBLISHING/ADVERTISING
ESTANCIA SENIOR CENTER MAINT

444.52
347.56

.00
.00

DEBITS CREDITS

401-36-2208 UTILITIES - ELECTRICITY 347.56 .00
 **DEPT MORIARTY SENIOR CENTER MAINT 1,227.54 .00
 401-37-2203 CONTRACTS - EQUIPMENT MAINT 803.56 .00
 401-37-2208 UTILITIES - ELECTRICITY 423.98 .00

**DEPT COUNTY SHERIFF 9,520.32 .00
 401-50-2201 MAINTENANCE & REPAIRS - VEHICLES 6,728.35 .00
 401-50-2207 TELECOMMUNICATIONS 320.21 .00
 401-50-2218 MAINTENANCE & REPAIR-FURN/FIX/EQ 739.43 .00
 401-50-2219 SUPPLIES - GENERAL OFFICE 698.15 .00
 401-50-2236 SUPPLIES - UNIFORMS 1,034.18 .00

**DEPT FINANCE DEPARTMENT 656.23 .00
 401-55-2203 CONTRACTS - EQUIPMENT MAINT 318.62 .00
 401-55-2205 TRAVEL - EMPLOYEES 106.39 .00
 401-55-2207 TELECOMMUNICATIONS 115.00 .00
 401-55-2219 SUPPLIES - GENERAL OFFICE 116.22 .00

**DEPT ATTORNEY 268.09 .00
 401-56-2219 SUPPLIES - GENERAL OFFICE 86.59 .00
 401-56-2269 SUBSCRIPTIONS & DUES 181.50 .00

**DEPT OPERATIONS & MAINTENANCE 18,961.13 .00
 401-65-2203 CONTRACTS - EQUIPMENT MAINT 1,680.87 .00
 401-65-2207 TELECOMMUNICATIONS 28.75 .00
 401-65-2213 CONTRACT - IT SERVICES 10,028.79 .00
 401-65-2228 SOFTWARE 6,941.53 .00
 401-65-2248 SUPPLIES - SAFETY 281.19 .00

**DEPT ANIMAL SERVICES 2,689.03 .00
 401-82-2201 MAINTENANCE & REPAIRS - VEHICLES 938.73 .00
 401-82-2202 SUPPLIES - VEHICLE FUEL 194.05 .00
 401-82-2207 TELECOMMUNICATIONS 48.46 .00
 401-82-2208 UTILITIES - ELECTRICITY 274.67 .00
 401-82-2223 SUPPLIES - KENNEL 46.47 .00
 401-82-2236 SUPPLIES - UNIFORMS 767.50 .00
 401-82-2271 CONTRACT - OTHER SERVICES 69.15 .00
 401-82-2272 CONTRACT - PROFESSIONAL SERVICES 350.00 .00

**DEPT PROBATE JUDGE 28.75 .00
 401-90-2207 TELECOMMUNICATIONS 28.75 .00

**TOTAL ROAD FUND 13,173.51 .00

**DEPT COUNTY ROAD DEPARTMENT 12,648.94 .00
 402-60-2202 SUPPLIES - VEHICLE FUEL 9,149.03 .00
 402-60-2207 TELECOMMUNICATIONS 57.50 .00
 402-60-2219 SUPPLIES - GENERAL OFFICE 72.99 .00
 402-60-2242 SUPPLIES - SIGNS 2,343.78 .00
 402-60-2244 MAINTENANCE & REPAIRS-MACHINERY 726.22 .00
 402-60-2248 SUPPLIES - SAFETY 299.42 .00

**DEPT COUNTY ROAD SHOP 524.57 .00
 402-61-2215 MAINTENANCE & REPAIRS-BUILD/STRU 379.73 .00
 402-61-2250 SUPPLIES - SHOP 144.84 .00

**TOTAL DISTRICT 5 VFD 14,376.60 .00

*DEPT
405-91-2208

STATE FIRE ALLOTMENT
UTILITIES - ELECTRICITY

14,376.60
401.37

.00
.00

405-91-2211 VOLUNTEER FIRE INSURANCE 4,041.50 .00
 405-91-2230 SUPPLIES - MEDICAL 516.37 .00
 405-91-2248 SUPPLIES - SAFETY 9,417.36 .00

=====
 **TOTAL DISTRICT 2 VPD 13,042.42 .00

**DEPT STATE FIRE ALLOTMENT 13,042.42 .00
 406-91-2201 MAINTENANCE & REPAIRS - VEHICLES 4,715.24 .00
 406-91-2208 UTILITIES - ELECTRICITY 196.54 .00
 406-91-2209 UTILITIES - NATURAL GAS/PROPANE 179.00 .00
 406-91-2210 UTILITIES - WATER 106.68 .00
 406-91-2211 VOLUNTEER FIRE INSURANCE 4,041.50 .00
 406-91-2230 SUPPLIES - MEDICAL 491.46 .00
 406-91-2248 SUPPLIES - SAFETY 3,312.00 .00

=====
 **TOTAL DISTRICT 1 VPD 4,196.29 .00

**DEPT STATE FIRE ALLOTMENT 4,196.29 .00
 407-91-2207 TELECOMMUNICATIONS .57 .00
 407-91-2208 UTILITIES - ELECTRICITY 154.22 .00
 407-91-2211 VOLUNTEER FIRE INSURANCE 4,041.50 .00

=====
 **TOTAL DISTRICT 3 VPD 6,908.31 .00

**DEPT STATE FIRE ALLOTMENT 6,908.31 .00
 408-91-2201 MAINTENANCE & REPAIRS - VEHICLES 475.00 .00
 408-91-2208 UTILITIES - ELECTRICITY 371.45 .00
 408-91-2211 VOLUNTEER FIRE INSURANCE 4,041.50 .00
 408-91-2215 MAINTENANCE & REPAIRS-BUILD/STRU 934.61 .00
 408-91-2230 SUPPLIES - MEDICAL 533.75 .00
 408-91-2248 SUPPLIES - SAFETY 552.00 .00

=====
 **TOTAL DISTRICT 4 VPD 6,725.62 .00

**DEPT STATE FIRE ALLOTMENT 6,725.62 .00
 409-91-2208 UTILITIES - ELECTRICITY 122.87 .00
 409-91-2209 UTILITIES - NATURAL GAS/PROPANE 313.25 .00
 409-91-2211 VOLUNTEER FIRE INSURANCE 4,041.50 .00
 409-91-2215 MAINTENANCE & REPAIRS-BUILD/STRU 2,248.00 .00

=====
 **TOTAL L.E. PROTECTION FUND 2,270.86 .00

**DEPT COUNTY SHERIFF 2,270.86 .00
 410-50-2222 SUPPLIES - FIELD 2,270.86 .00

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 **TOTAL COUNTY FIRE PROTECTION FUND 1,386.25 .00

**DEPT 1/4% FIRE EXCISE TAX 1,386.25 .00
 411-92-2201 MAINTENANCE & REPAIRS - VEHICLES 305.20 .00
 411-92-2248 SUPPLIES - SAFETY 1,081.05 .00

=====
 **TOTAL COUNTY PAIR 1,135.71 .00

**DEPT COUNTY PAIR 1,135.71 .00
 412-53-2208 UTILITIES - ELECTRICITY 147.27 .00
 412-53-2271 CONTRACT - OTHER SERVICES 988.44 .00

=====
 **TOTAL FIRE DEPARTMENT ADMIN 3,116.29 .00

**DEPT
413-91-2201

STATE FIRE ALLOTMENT
MAINTENANCE & REPAIRS - VEHICLES

3,116.29
144.30

.00
.00

413-91-2207 TELECOMMUNICATIONS 115.03 .00
 413-91-2208 UTILITIES - ELECTRICITY 191.89 .00
 413-91-2218 MAINTENANCE & REPAIR-FURN/FIX/EQ 26.97 .00
 413-91-2236 SUPPLIES - UNIFORMS 1,152.00 .00
 413-91-2248 SUPPLIES - SAFETY 737.76 .00
 413-91-2269 SUBSCRIPTIONS & DUES 220.00 .00
 413-91-2271 CONTRACT - OTHER SERVICES 528.34 .00
 **TOTAL INDIGENT FUND 401.85 .00

**DEPT 2ND 1/8 GROSS RECEIPTS TAX 401.85 .00
 414-19-2293 INDIGENT MEDICAL CLAIMS 401.85 .00
 **TOTAL DISTRICT 6 VPD 4,096.69 .00

**DEPT STATE FIRE ALLOTMENT 4,096.69 .00
 418-91-2208 UTILITIES - ELECTRICITY 55.19 .00
 418-91-2211 VOLUNTEER FIRE INSURANCE 4,041.50 .00
 **TOTAL EVSMA CONTRACT 12,064.66 .00

**DEPT COUNTY COMMISSION 12,064.66 .00
 419-05-2292 EVSMA TIPPING FEES 12,064.66 .00
 **TOTAL JAIL FUND 89,617.98 .00

**DEPT ADULT INMATE CARE 88,599.50 .00
 420-70-2172 CARE OF INMATES 88,046.86 .00
 420-70-2207 TELECOMMUNICATIONS 552.64 .00
 **DEPT JUVENILE INMATE CARE 370.00 .00
 420-72-2172 CARE OF INMATES 370.00 .00

**DEPT COMMUNITY MONITORING 648.48 .00
 420-73-2207 TELECOMMUNICATIONS 28.75 .00
 420-73-2218 MAINTENANCE & REPAIR-FURN/FIX/EQ 254.70 .00
 420-73-2219 SUPPLIES - GENERAL OFFICE 311.09 .00
 420-73-2271 CONTRACT - OTHER SERVICES 53.94 .00
 **TOTAL SAFETY PROGRAM 1,301.06 .00

**DEPT RISK MANAGEMENT 1,301.06 .00
 600-06-2248 SUPPLIES - SAFETY 1,301.06 .00
 **TOTAL CIVIL DEFENSE FUND 28.75 .00

**DEPT COMMUNICATIONS/EMS TAX 28.75 .00
 604-83-2207 TELECOMMUNICATIONS 28.75 .00
 **TOTAL DWI PROGRAM FUND 440.64 .00

**DEPT DWI DISTRIBUTION GRANT FY20 440.64 .00
 605-03-2272 CONTRACT - PROFESSIONAL SERVICES 440.64 .00
 **TOTAL TREASURER'S FEE 10,882.53 .00

**DEPT COUNTY TREASURER 10,882.53 .00
 609-30-2218 MAINTENANCE & REPAIR-FURN/FIX/EQ 322.73 .00
 609-30-2219 SUPPLIES - GENERAL OFFICE 5,285.03 .00

609-30-2221
609-30-2228

PRINTING/PUBLISHING/ADVERTISING
SOFTWARE

303.89
4,970.88

.00
.00

DEBITS CREDITS

=====
 **TOTAL PROPERTY VALUATION FUND 3,849.75 .00
 **DEPT COUNTY ASSESSOR 3,849.75 .00
 610-40-2201 MAINTENANCE & REPAIRS - VEHICLES 535.00 .00
 610-40-2203 CONTRACTS - EQUIPMENT MAINT 352.15 .00
 610-40-2207 TELECOMMUNICATIONS 345.00 .00
 610-40-2221 PRINTING/PUBLISHING/ADVERTISING 977.60 .00
 610-40-2266 EMPLOYEE TRAINING 1,590.00 .00
 610-40-2269 SUBSCRIPTIONS & DUES 50.00 .00
 **TOTAL CLERK'S EQUIPMENT FUND 987.73 .00

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 **DEPT COUNTY CLERK 987.73 .00
 612-20-2203 CONTRACTS - EQUIPMENT MAINT 875.64 .00
 612-20-2308 VOTING MACHINE STORAGE 112.09 .00
 **TOTAL RPHCA GRANT 7,502.00 .00

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 **DEPT RPHCA GRANT FY20 7,502.00 .00
 616-18-2272 CONTRACT - PROFESSIONAL SERVICES 7,502.00 .00
 **TOTAL COMPLETE COUNT GRANT 19.00 .00

=====
 **DEPT COMPLETE COUNT 19.00 .00
 617-52-2257 SUPPLIES - OUTREACH MATERIALS 19.00 .00
 **TOTAL COUNTY INFRASTRUCTURE GRNT 2,200.00 .00

=====
 **DEPT INFRASTRUCTURE GROSS RECEIPTS TX 2,200.00 .00
 620-94-2215 MAINTENANCE & REPAIRS-BUILD/STRU 2,200.00 .00
 **TOTAL CAPITAL OUTLAY GROSS RECEIPTS TX 3,655.03 .00

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 **DEPT CAPITAL OUTLAY GROSS RECEIPTS TX 3,655.03 .00
 621-96-2613 CO-ROAD CONSTRUCTION/RECONSTRUCT 3,655.03 .00
 **TOTAL SENIOR CITIZEN'S FUND 833.33 .00

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 **DEPT SENIOR CITIZEN'S PROGRAM 833.33 .00
 631-57-2271 CONTRACT - OTHER SERVICES 833.33 .00
 **TOTAL JUVENILE JUSTICE GRANT 96.04 .00

=====
 **DEPT WIND PILLT 96.04 .00
 635-09-2219 SUPPLIES - GENERAL OFFICE 96.04 .00
 **TOTAL HIGH LONESOME WIND PILLT 335.35 .00

=====
 **DEPT WIND PILLT 335.35 .00
 641-09-2221 PRINTING/PUBLISHING/ADVERTISING 335.35 .00
 **TOTAL INVESTMENT INTEREST 483.48 .00

=====
 **DEPT COUNTY COMMISSION 483.48 .00
 642-05-2296 BANK FEES & RELATED CHARGES 483.48 .00
 **TOTAL RURAL ADDRESSING 502.41 .00

=====
 **TOTAL 502.41 .00

**DEPT
675-07-2202

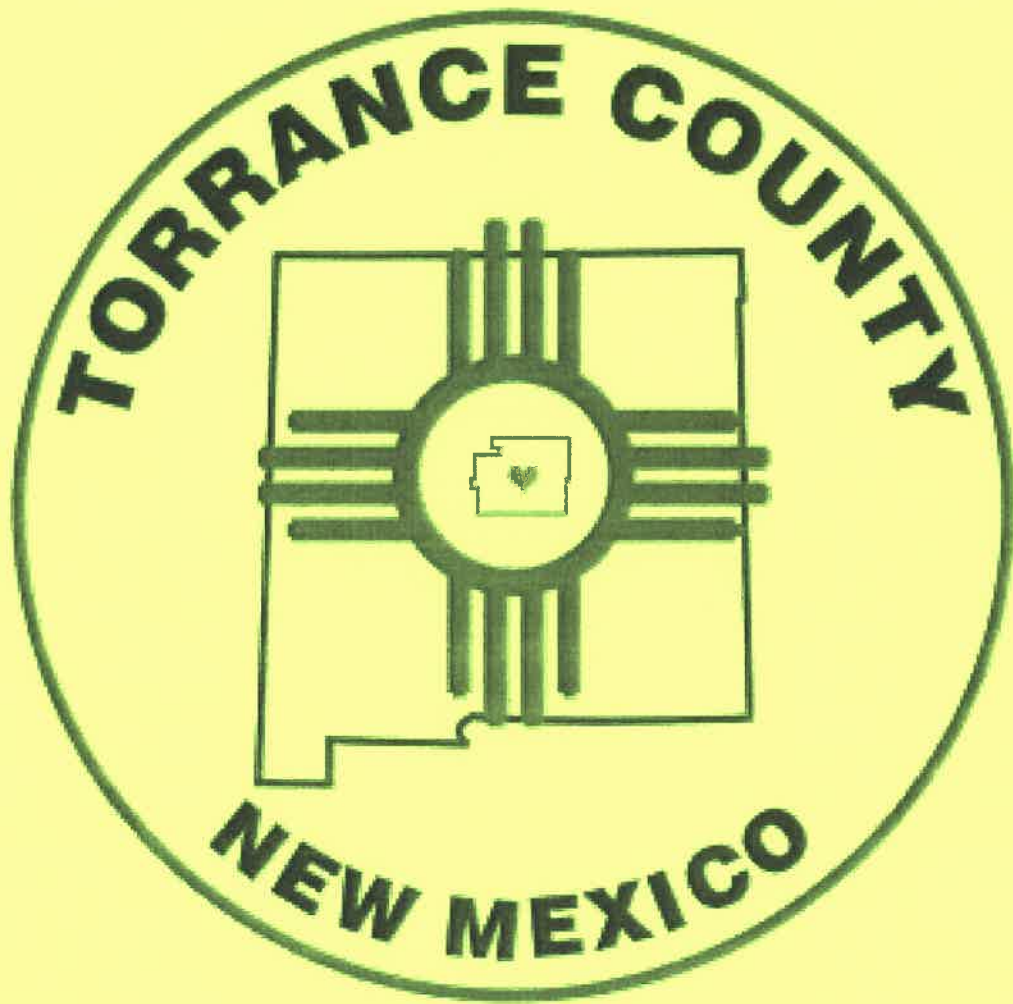
RURAL ADDRESSING
SUPPLIES - VEHICLE FUEL

502.41
43.73

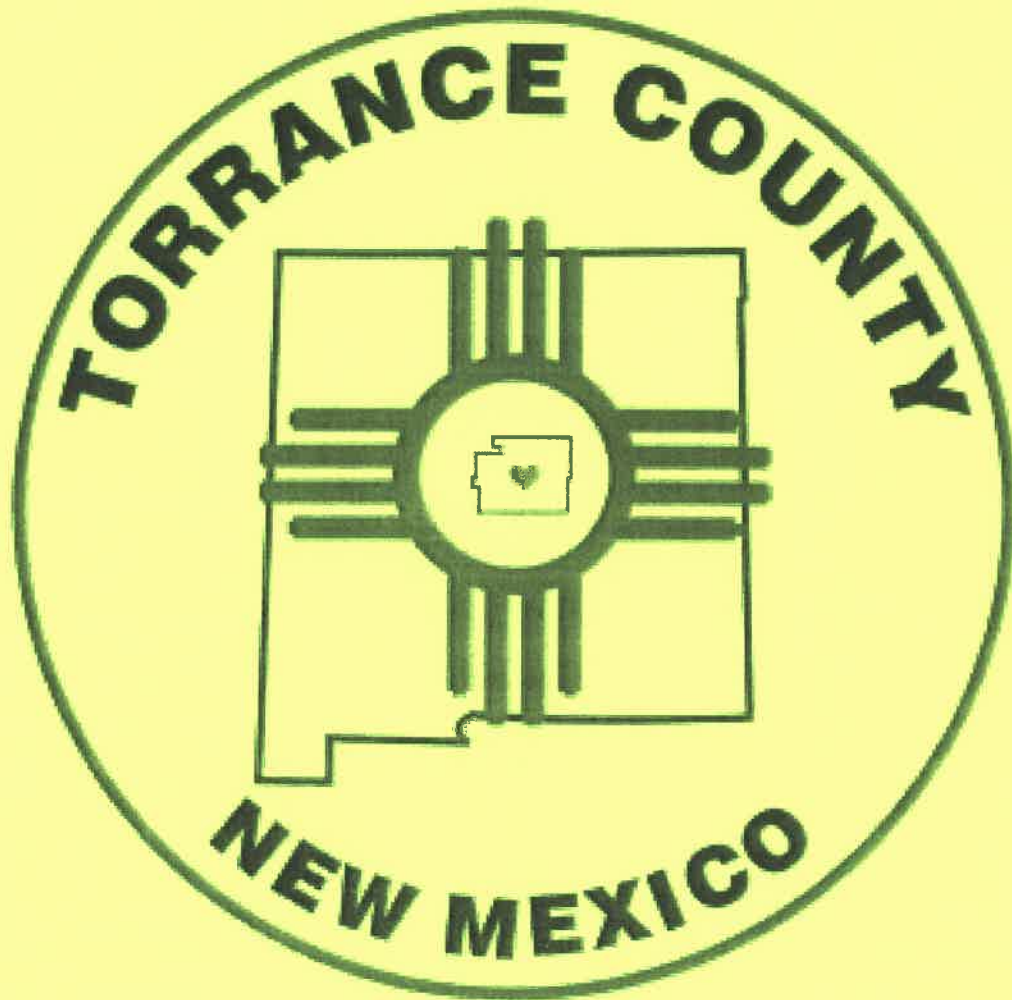
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DEBITS CREDITS

675-07-2203	CONTRACTS - EQUIPMENT MAINT	160.23	.00
675-07-2207	TELECOMMUNICATIONS	28.75	.00
675-07-2242	SUPPLIES - SIGNS	269.70	.00
**TOTAL	P&Z COURT FEES	28.75	.00
**DEPT	PLANNING & ZONING	28.75	.00
685-08-2207	TELECOMMUNICATIONS	28.75	.00
**TOTAL	DOMESTIC VIOLENCE GRANT	258.44	.00
**DEPT	WIND PILT	258.44	.00
690-09-2203	CONTRACTS - EQUIPMENT MAINT	258.44	.00
**TOTAL	DRUG EDUCATION PROGRAM	49.01	.00
**DEPT	DRUG EDUCATION	49.01	.00
804-89-2257	SUPPLIES - OUTREACH MATERIALS	49.01	.00
**TOTAL	IMMIGRATION & CUSTOMS ENFORCEMENT	2,059,634.01	.00
**DEPT	ADULT INMATE CARE	2,059,634.01	.00
825-70-2172	CARE OF INMATES	2,059,634.01	.00
**TOTAL	EMERGENCY-911 FUND	2,376.20	.00
**DEPT	911-DISPATCH CENTER	1,956.75	.00
911-80-2203	CONTRACTS - EQUIPMENT MAINT	720.00	.00
911-80-2208	UTILITIES - ELECTRICITY	1,236.75	.00
**DEPT	DFA TRAINING GRANT	419.45	.00
911-85-2266	EMPLOYEE TRAINING	419.45	.00
BANK01	US BANK	2,334,021.79	.00
** BANK TOTALS **		2,334,021.79	.00



*Agenda Item
No. 10*



*Agenda Item
No. 11-A*

1
2 **TORRANCE COUNTY**
3 **BOARD OF COUNTY COMMISSIONERS**
4 **RESOLUTION NO. R 2019- 53**

5 **TORRANCE COUNTY HERITAGE CENTER DEVELOPMENT COMMITTEE**

6
7 **WHEREAS,** The Torrance County Board of Commissioners wishes to explore the
8 possibility of building a multi-use, multi-cultural center; and

9 **WHEREAS,** the center would be used to facilitate economic development and encourage
10 tourism in Torrance County; and

11 **WHEREAS,** Torrance County has a rich and diverse history dating back to pre-historic
12 North America; and

13 **WHEREAS,** the Commission has appropriated Ten Thousand dollars (\$10,000) for a
14 feasibility study; and

15 **WHEREAS,** the Development Committee shall be tasked with aiding the contractor
16 selected to perform the feasibility study.

17 **NOW, THEREFORE BE IT RESOLVED** that the Torrance County Heritage Center
18 Development Committee is hereby created. Membership to be comprised of one representative
19 from each of the municipalities, one from each Land Grant, one from the Moriarty Historical
20 Society, and one from the National Park Service. Membership shall require confirmation by the
21 Torrance County Commission. The Heritage Center Development shall develop a scope of work
22 and operating procedures to be presented to the County Commission for approval. The Heritage
23 Center Development Committee shall automatically dissolve 12 months after the appointment of
24 members.

25 **DONE THIS 5th DAY OF DECEMBER, 2019.**

26
27
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30

1 **APPROVED AS TO FORM ONLY:**

BOARD OF COUNTY COMMISSIONERS

2

3

4 _____
County Attorney Date

Ryan Schwebach, Chair

5

6

Javier Sanchez, Vice Chair

7

8

Kevin McCall, Member

9 **ATTEST:**

10

11 _____
Linda Jaramillo, County Clerk

12

13 Date: _____



*Agenda Item
No. 11-B*

County Commission

Ryan Schwebach
Chair
District 2

Kevin McCall
Commissioner
District 1

Javier E. Sanchez
Commission
District 3



Torrance County Road Department

PO Box 48 ~ 205 S. Ninth Street
Estancia, NM 87016
(505) 544-4668 Main Line (505) 384-2550 Fax
Email: leonardl@tcnm.us

County Manager
Wayne Johnson

Deputy County Manager
Belinda Garland

County Attorney
John Butrick

Road Superintendent
Leonard Lujan

Executive Assistant
Charmen Padilla

November 12, 2019

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

Re: Extension Request
FY 2018/19 LGRFP Contract Agreement

Dear Stephanie Medina:

Please consider this letter a formal request for a six month extension for Project #SP-5-19(186), Contract #D16075, Control #L500325, and Project # CAP-5-19(472), Contract # L500313, Control # L500313 Due on or before December 31, 2019.

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

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

This request is due to the frigid weather making it difficult to complete the chip seal projects.

We at the County of Torrance hope you look favorably upon our request and we truly appreciate your consideration. Torrance County 2018/19 Cooperative Agreement/Extension.

Please, feel free to call our contact person Charmen Padilla at (505) 544-4668 with any questions you may have regarding this matter.

Respectfully,

Wayne Johnson
Torrance County Manager

RESOLUTION # _____

A RESOLUTION TO REQUEST A TIME EXTENSION ON THE 2018/19 LOCAL GOVERNMENT ROAD FUND PROGRAM FOR COOPERATIVE AGREEMENT

WHEREAS, the County of Torrance submitted a proposal to the New Mexico Department of Transportation for the SP-5-19(186) and CAP-5-19 (472) project funds for the purpose of Pavement Rehabilitation/Improvements and Blading & Shaping on various county roadways and our funding has been approved by the New Mexico Department of Transportation Commission; and

WHEREAS, the original Cooperative Agreement specifies a project end date of December 31, 2019; and

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

THEREFORE, the County of Torrance, agrees to request that the New Mexico Department of Transportation extend the Cooperative Agreement end date to June 30, 2020, a time extension of six months;

ADOPTED, and approved this Ninth Day of Dec 2019.

TORRANCE COUNTY COMMISSION

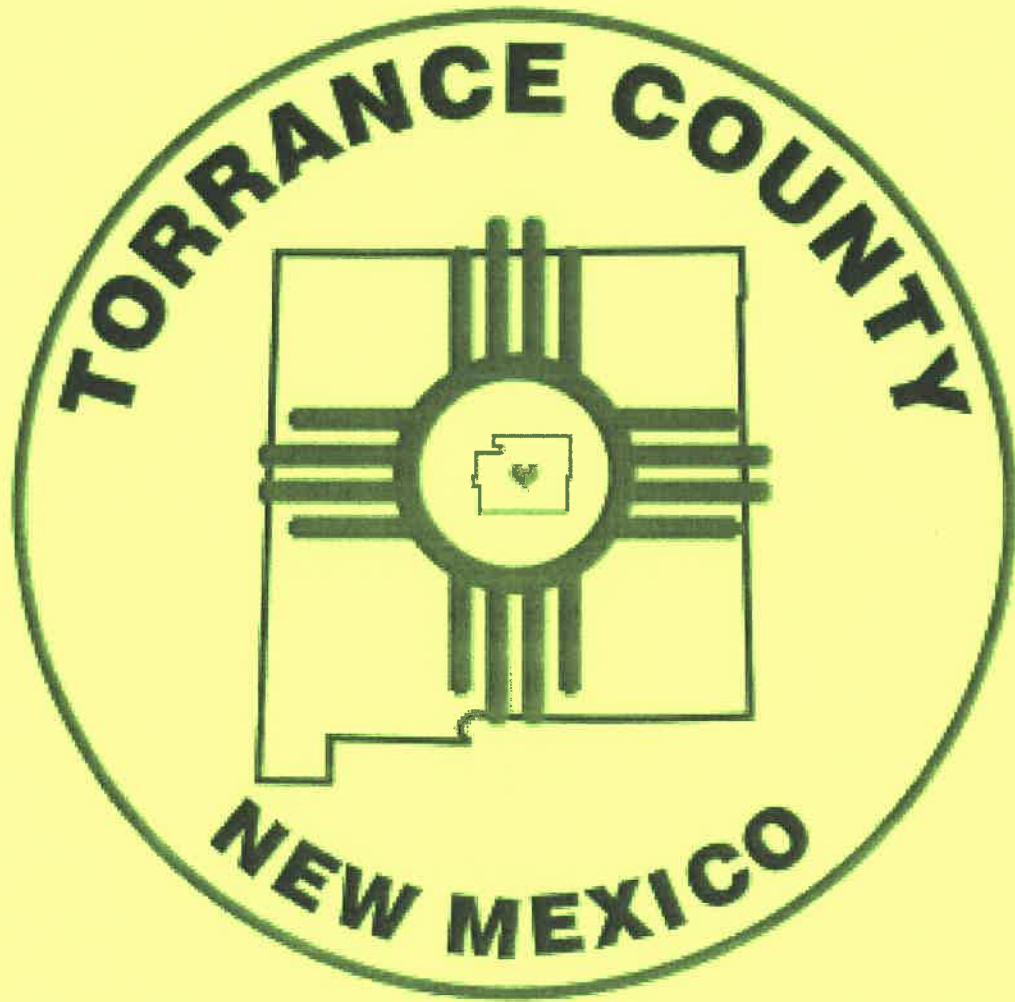
Ryan Schwebach, District 2

Attest:

Javier Sanchez, District 3

County Clerk

Kevin McCall, District 1



*Agenda Item
No. 11-C*

RESOLUTION NO. 2019-[_____]

A RESOLUTION RELATING TO THE PROPOSED INDUSTRIAL REVENUE BONDS TITLED TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (DURAN MESA LLC PROJECT), SERIES [2020]; TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (TECOLOTE WIND LLC PROJECT), SERIES [2020]; AND TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (RED CLOUD WIND LLC PROJECT), SERIES [2020] (COLLECTIVELY, THE “BONDS”); AND DIRECTING THE COUNTY CLERK TO PUBLISH NOTICE OF INTENT TO CONSIDER ORDINANCES AUTHORIZING THE ISSUANCE AND SALE OF THE BONDS IN A NEWSPAPER OF GENERAL CIRCULATION WITHIN THE COUNTY.

WHEREAS, the New Mexico legislature has enacted the County Industrial Revenue Bond Act, NMSA 1978, Sections 4-59-1 to 16 (1975, as amended through 2015) (the “Act”), which authorizes Torrance County, New Mexico (the “County”) to issue industrial revenue bonds and to acquire projects as defined in the Act; and

WHEREAS, the County, acting through its Board of County Commissioners, desires to promote industry and trade by inducing manufacturing, industrial and commercial enterprises to locate or expand in the County, to promote the use of the natural resources of the County, and to promote a sound and proper balance in the County and the State of New Mexico (the “State”) between agriculture, commerce and industry, and to promote the health, safety, security, general welfare, convenience and the prosperity of the inhabitants of the County; and

WHEREAS, Duran Mesa LLC, a Delaware limited liability company authorized to do business in the State (“Duran Mesa”), Tecolote Wind LLC, a Delaware limited liability company authorized to do business in the State (“Tecolote”), and Red Cloud Wind LLC, a Delaware limited liability company authorized to do business in the State (“Red Cloud,” and collectively with Duran Mesa and Tecolote, the “Company”) have made a proposal to the County (the “Proposal”) for acquisition by the County from the Company of a lease-hold and other interests in land and equipment and other tangible personal property located in the County which will constitute an authorized project under the Act, to be developed in one or more phases (the “Project”); and

WHEREAS, the Board of County Commissioners of the County constitutes the governing body of the County (the “Governing Body”) within the meaning of the Act; and

WHEREAS, pursuant to Resolution 2019-[58], adopted November 13, 2019 (the “Inducement Resolution”), which is incorporated by reference herein, the Governing Body has previously expressed its intent to proceed with the issuance of the Bonds to be issued in one or more series, which constitutes one of the inducements whereby the Company will determine to proceed with the Project; and

WHEREAS, the Inducement Resolution requires that the Company's proposal to make payments in lieu of taxes based on the megawatt nameplate of installed electricity generating capacity of the Project (the "PILT"), to be allocated, as applicable, between and among the County, the Estancia Municipal School District, the Corona Public School District and the Vaughn Municipal School District, as agreed upon by those parties, be set forth in the ordinances approving the issuance and delivery of the Bonds (the "Bond Ordinance" or "Bond Ordinances") or in the transaction documents approved by each Bond Ordinance, not later than the date on which the Bonds are issued and delivered to the purchaser thereof; and

WHEREAS, the Inducement Resolution provided for issuance of the Bonds in calendar years 2019, 2020 or 2021, which may be postponed to the calendar year 2022, and therefore, the series designation for the Bonds should be Series 2020, Series 2021 or Series 2022, as applicable, or otherwise designated, as set forth in each Bond Ordinance; and

WHEREAS, the County and the Company understand that the adoption of this resolution (this "Resolution") shall not obligate the County to issue the Bonds except in full compliance with the terms of each Bond Ordinance to be adopted by the Governing Body and approval of the documents under which the County will acquire the Project and authorizing the issuance of the Bonds; and

WHEREAS, NMSA 1978, Section 4-37-7 (1981) requires that publication of the title and a general summary of the subject matter of any proposed ordinance be made in a newspaper of general circulation within the County at least two weeks prior to the meeting of the Governing Body at which the ordinance is proposed for final passage.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, THE GOVERNING BODY OF TORRANCE COUNTY, NEW MEXICO:

Section 1. All actions (not inconsistent with the provisions hereof) heretofore taken by the Governing Body and the officers and employees of the County, related to the Proposal, the acquisition, construction, equipping and installation of the Project, and the sale and issuance of the Bonds, are hereby ratified, approved and confirmed.

Section 2. In order to promote the health, safety, security, general welfare, convenience and prosperity of the inhabitants of the County, it is the Governing Body's intent, subject to the conditions provided in the Inducement Resolution, to take all necessary and advisable steps to consider and, if appropriate, to effect the issuance of the Bonds in an aggregate principal amount up to \$1,400,000,000, in one or more series, in order to defray part or all of the costs of the Project. The Bonds are to be titled substantially as follows: "Torrance County, New Mexico Taxable Industrial Revenue Bonds (Duran Mesa LLC Project), Series 2020," "Torrance County, New Mexico Taxable Industrial Revenue Bonds (Tecolote Wind LLC Project), Series 2020," and "Torrance County, New Mexico Taxable Industrial Revenue Bonds (Red Cloud Wind LLC Project), Series 2020" provided, however, that in each Bond Ordinance, the County may designate a different title and series designation for any of the Bonds.

Section 3. The agreement requiring the Company to make PILT payments to the County, the Estancia Municipal School District, the Corona Public School District, and the Vaughn Municipal School District, as applicable and as agreed upon by those parties, shall be set forth in each Bond Ordinance or in the transaction documents approved by each Bond Ordinance.

Section 4. The members of the Governing Body and other appropriate County officials and employees are hereby authorized and empowered to take such steps and to do such things as may be necessary to achieve the purposes of this Resolution; provided, however, that the issuance of the Bonds and the execution and delivery of any documents to which the County is a party in connection therewith shall be subject to the approval and authorization of the Governing Body pursuant to the Bond Ordinances.

Section 5. This Resolution shall not give rise to a pecuniary liability of the County and shall not give rise to a charge against its general credit or taxing powers. In particular, no provision of this Resolution shall in any way obligate the County or any other person to issue the Bonds or any other bonds, or to in any way finance the Project; and the Governing Body retains full and complete discretion with respect thereto

Section 6. The Bond Ordinances shall be adopted following reasonable public notice of the Governing Body's intent to adopt such Bond Ordinances at least fourteen days prior to the consideration of the Bond Ordinances by the Governing Body at a public meeting, such public notice to specify the time, date and place of the Governing Body's public hearing on each Bond Ordinance and the meeting at which the Bond Ordinances will be considered, upon consultation with the applicable Company. The County Clerk is hereby directed, in accordance with NMSA 1978, Section 4-37-7 (1981), to publish in [*The Independent*], a newspaper of general circulation within the County, the title and general summary of the Bond Ordinances at least two weeks prior to the meeting at which the Governing Body will consider each Bond Ordinance. The County Clerk may undertake such publication upon her own initiative, following consultation with the County Manager and receipt by the County of a draft of the Bond Ordinances and any necessary documents related thereto. The publication described in this Section 6 shall be in substantially in the form attached hereto as EXHIBIT A, with such changes as are not inconsistent herewith and approved by the County Manager. The County Manager is hereby authorized to put the consideration of the adoption of the Bond Ordinances on the agenda for the meeting of the Governing Body at which each Bond Ordinance will be considered in accordance with County procedures and to make such agenda available to the public at least 72 hours in advance of such meeting in accordance with Resolution No. [2019-02].

Section 7. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. All orders and resolutions, or parts thereof, in conflict with this Resolution are hereby repealed; provided, however, this repealer shall not be construed to revive any order, resolution or part thereof, heretofore repealed.

Section 9. This Resolution shall take effect immediately upon its adoption and approval by the Governing Body.

[Signature page follows]

PASSED, ADOPTED, SIGNED AND APPROVED this 5th day of December, 2019.

BOARD OF COUNTY COMMISSIONERS,
TORRANCE COUNTY, NEW MEXICO

(SEAL)

Ryan Schwebach, Commissioner

Javier Sanchez, Commissioner

Kevin McCall, Commissioner

ATTEST:

Linda Jaramillo, County Clerk

[Resolution No. 2019-[] Signature Page]

EXHIBIT A

FORM OF NOTICE OF INTENT TO ADOPT BOND ORDINANCE

TORRANCE COUNTY, NEW MEXICO
NOTICE OF MEETING AND INTENT TO ADOPT BOND ORDINANCE

Torrance County, New Mexico (the "County"), hereby gives notice of a regular Board of County Commissioners meeting on Wednesday, [January 8], 2019 at 8:00 a.m. in the Commission Chambers at the Administrative Offices of the County, located at 205 Ninth Street, Estancia, New Mexico. At such meeting, the Board of County Commissioners will hold a public hearing concerning, and will consider for adoption, an ordinance relating to the County's Taxable Industrial Revenue Bonds (Duran Mesa LLC Project), Series 2020, the County's Taxable Industrial Revenue Bonds (Tecolote Wind LLC Project), Series 2020, and the County's Taxable Industrial Revenue Bonds (Red Cloud Wind LLC Project), Series 2020 (collectively, the "Bonds"). Complete copies of each Ordinance are available for public inspection during the normal and regular business hours of the County Clerk, 205 Ninth Street, Estancia, NM 87016.

The title of each Ordinance (subject to amendment or substitution) is:

TORRANCE COUNTY, NEW MEXICO
ORDINANCE NO. 2020--_____

AUTHORIZING THE ISSUANCE AND SALE OF TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (DURAN MESA LLC PROJECT), IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$[350,000,000], TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF WIND ENERGY FACILITIES TO BE CONSTRUCTED IN ONE OR MORE PHASES FOR THE PURPOSE OF GENERATING ELECTRICITY AND LOCATED WITHIN THE COUNTY BUT OUTSIDE THE BOUNDARIES OF ANY INCORPORATED MUNICIPALITY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A LEASE AGREEMENT, A BOND PURCHASE AGREEMENT, A SUBLEASE AGREEMENT, THE BONDS, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND THE PROJECT; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BONDS AND THE PROJECTS; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

TORRANCE COUNTY, NEW MEXICO
ORDINANCE NO. 2020--_____

AUTHORIZING THE ISSUANCE AND SALE OF TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (TECOLOTE WIND LLC PROJECT), IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$[560,000,000], TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF WIND ENERGY FACILITIES TO BE CONSTRUCTED IN ONE OR MORE PHASES FOR THE PURPOSE OF GENERATING ELECTRICITY AND LOCATED WITHIN THE COUNTY BUT OUTSIDE THE BOUNDARIES OF ANY INCORPORATED MUNICIPALITY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A LEASE AGREEMENT, A BOND PURCHASE AGREEMENT, A SUBLEASE AGREEMENT, THE BONDS, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND THE PROJECT; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BONDS AND THE PROJECTS; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

TORRANCE COUNTY, NEW MEXICO
ORDINANCE NO. 2020-- _____

AUTHORIZING THE ISSUANCE AND SALE OF TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (RED CLOUD WIND LLC PROJECT), IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$[490,000,000], TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF WIND ENERGY FACILITIES TO BE CONSTRUCTED IN ONE OR MORE PHASES FOR THE PURPOSE OF GENERATING ELECTRICITY AND LOCATED WITHIN THE COUNTY BUT OUTSIDE THE BOUNDARIES OF ANY INCORPORATED MUNICIPALITY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A LEASE AGREEMENT, A BOND PURCHASE AGREEMENT, A SUBLEASE AGREEMENT, THE BONDS, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND THE PROJECT; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BONDS AND THE PROJECTS; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

The titles set forth a general summary of the subject matter contained in each Ordinance.

As proposed in the Ordinances: (1) the Bonds will be issued under the authority of the New Mexico County Industrial Revenue Bond Act, NMSA 1978, Sections 4-59-1 to -16 (1975, as amended through 2015); (2) the proceeds of the Bonds will finance the acquisition, construction, and installation of wind energy generation facilities and associated electrical generating equipment and real property used to generate electricity from wind energy in the County (the "Project") for the use by Duran Mesa LLC, Tecolote Wind LLC and Red Cloud Wind LLC and/or their

successors, assigns or affiliates (each, a “Company”); and (3) the Project will be leased to the Company by the County.

Under the terms of the proposed Lease Agreements (each, a “Lease”) between the County and each Company, each Company will be obligated to pay rent for the Project sufficient to pay, when due, the principal of, interest on and redemption price, if any, of the Bonds and to make certain other payments as provided in each Lease. Each series of Bonds will be issued pursuant to an Indenture (the “Indenture”) proposed to be entered into among each Company, the County, the purchaser of the Bonds and a depository. The Bonds will be sold to a bond purchaser pursuant to the terms of a proposed Bond Purchase Agreement.

THE PRINCIPAL OF, INTEREST ON AND REDEMPTION PRICE OF THE BONDS WILL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR LAWS OF THE STATE OF NEW MEXICO. THE BONDS WILL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

The Bonds will mature, bear interest, be subject to prior redemption and contain other terms and provisions all in accordance with their respective Indenture and Ordinance.

This notice constitutes compliance with NMSA 1978, Section 4-37-7 (1981).

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Torrance County Manager’s Office at 205 9th Street Room 12 Estancia, NM 87106 (505) 544-4700 at least one week prior to the meeting or as soon as possible. Public documents, including the agendas and minutes, can be provided in various accessible formats. Please contact the Torrance County Clerk’s Office at 205 9th Street Room 1 Estancia, NM 87106 (505) 544-4350 if a summary or other type of accessible format is needed.

Dated this [20th] day of [December], 2019.

BOARD OF COUNTY COMMISSIONERS
OF TORRANCE COUNTY, NEW MEXICO

By: _____
Ryan Schwebach, Chair

Commissioner [INSERT NAME] then moved that the resolution as filed with the County Clerk be passed and adopted. Commissioner [INSERT NAME] seconded the motion.

The question being upon the passage and adoption of said resolution, the motion was voted upon with the following result:

Those Voting Yea:

[Ryan Schwebach, Chair]
[Javier Sanchez, Member]
[Kevin McCall, Member]

Those Voting Nay:

[None]

Those Absent:

[None]

The [Chair] thereupon declared that at least a majority of all the members of that Board having voted in favor thereof, the motion was carried and the resolution duly passed and adopted. After consideration of matters not relating to the resolution, the meeting on motion duly made, seconded and [unanimously] carried, was adjourned.

BOARD OF COUNTY COMMISSIONERS
TORRANCE COUNTY, NEW MEXICO

By _____
Ryan Schwebach,
Chair

(SEAL)

Attest:

By _____
Linda Jaramillo,
County Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF TORRANCE)

I, Linda Jaramillo, County Clerk of Torrance County, New Mexico (the “County”), do hereby certify:

1. The foregoing pages are a true, correct and complete copy of the record of the proceedings of the Board of County Commissioners (the “Board”) of the County, constituting the governing body of the County, taken at a duly called regular, open meeting of the Board held in the Commission Chambers at the Administrative Offices of the County, located at 205 Ninth Street, Estancia, New Mexico, being the regular meeting place of the Board, on Thursday, December 5, 2019, beginning at 9:00 a.m., insofar as the same relate to the proposed resolution, a copy of which is set forth in the official records of the proceedings of the County kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Notice of such meeting was given in compliance with the permitted methods of giving notice of meetings of the Board as required by the open meetings standards then in effect, i.e., the County’s Open Meetings Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Torrance County, New Mexico, this ___ day of December, 2019.

(SEAL)

Linda Jaramillo, County Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF TORRANCE)

The Board of County Commissioners (the “Board”) of Torrance County (the “County”), in the State of New Mexico, met in open [regular] session in full conformity with law and the ordinances and rules of the County, in the Commission Chambers at the Administrative Offices of the County, located at 205 Ninth Street, Estancia, New Mexico, in the County, being the regular meeting place of the Board, at 9:00 a.m. on [Wednesday, January 8], 2020, at which time there were present and answering the roll call the following members:

Chair:

[Ryan Schwebach]

Commissioners:

[Javier Sanchez, Member]

[Kevin McCall, Member]

Absent:

[None]

The [County Manager], [County Clerk] and [County Attorney] were also present.

Thereupon the following proceedings, among others, were had and taken, to wit:

There was officially filed with the County Clerk, the Chair and each Commissioner, a copy of an ordinance in final form, which is as follows:

TORRANCE COUNTY, NEW MEXICO

ORDINANCE NO. 2020--_____

AUTHORIZING THE ISSUANCE AND SALE OF TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (DURAN MESA LLC PROJECT), SERIES 20[20], IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$350,000,000, TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF WIND ENERGY FACILITIES TO BE CONSTRUCTED IN ONE OR MORE PHASES FOR THE PURPOSE OF GENERATING ELECTRICITY AND LOCATED WITHIN THE COUNTY BUT OUTSIDE THE BOUNDARIES OF ANY INCORPORATED MUNICIPALITY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A LEASE AGREEMENT, A BOND PURCHASE AGREEMENT, A SUBLEASE AGREEMENT, THE BONDS, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND THE PROJECT; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BONDS AND THE PROJECTS; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

WHEREAS, Torrance County (the “County”) of the State of New Mexico (the “State”) is a legally and regularly created, established, organized and existing political subdivision of the State; and

WHEREAS, pursuant to the New Mexico County Industrial Revenue Bond Act, NMSA, 1978, Sections 4-59-1 to -16, (1975, as amended through 2015) (the “Act”), the Board of County

Commissioners (the “Board”) of the County is authorized to issue industrial revenue bonds to acquire industrial revenue projects to be located within the County, but outside the boundaries of any incorporated municipality, and to use the proceeds of such bonds for the purpose of promoting industry and trade by inducing manufacturing, industrial and commercial enterprises to locate or expand in the State, promoting the use of natural resources of the State and promoting a sound and proper balance in the State between agriculture, commerce and industry; and

WHEREAS, the County desires to promote industry and develop trade or other economic activity to secure and maintain a balanced and stable economy in the County and to promote public health, welfare, safety, convenience and prosperity; and

WHEREAS, Duran Mesa LLC, a Delaware limited liability company (the “Company”) along with its affiliated entities presented to the Board a proposal (the “Proposal”) in connection with the adoption of an inducement resolution (Resolution No. 2019-58) on November 13, 2019 (the “Inducement Resolution”), pursuant to which the County expressed its intent to proceed with issuance of taxable industrial revenue for projects to be developed by the Company and the other entities identified in the Inducement Resolution; and

WHEREAS, pursuant to the Inducement Resolution and the Proposal, the Company has requested the County to proceed to (a) issue its Taxable Industrial Revenue Bonds (“Duran Mesa LLC Project”) Series 20[20] (the “Series 20[20] Bonds”); and (b) acquire, construct, equip, and install an industrial revenue project to be developed in one or more phases (collectively, the “Project”), including, without limitation, certain real property rights, fee title, easements, rights-of-way and leasehold interests, wind generation equipment and other tangible personal property consisting of turbines, blades, nacelles, rotors, supporting structures and related improvements, electrical lines and related assets, and all other useful equipment, to be located within the County but outside the boundaries of any incorporated municipality, and to be used by the Company and

its respective successors, assigns and affiliates for the generation, transportation and delivery of electricity (collectively, the “Project Property”); and

WHEREAS, under the Proposal, the County would enter into an Indenture for the Series 20[20] Bonds (the “Indenture”), with the Company, one or more affiliates of the Company, as purchaser of the Series 20[20] Bonds (the “Purchaser”), and one or more financial institutions organized as a national bank under the laws of the United States, as depository (the “Depository”) pursuant to which, together with this ordinance (this “Bond Ordinance”), the County would issue the Series 20[20] Bonds; and

WHEREAS, under the Proposal, the County would enter into a sublease with the Company for the Series 20[20] Bonds (the “Sublease Agreement”), whereby the Company would lease or sublease to the County the site for the Project (the “Project Site”), and would enter into a lease with the Company for the Series 20[20] Bonds (the “Lease Agreement”) pursuant to which the Company would lease or sublease from the County the Project Property including the Project Site, and the Company would make payments sufficient to pay the principal of and interest on the Series 20[20] Bonds and to pay all other obligations incurred pursuant to the provisions of the Lease Agreement, the Indenture, the Sublease Agreement and this Bond Ordinance; and

WHEREAS, the County is authorized to enter into, deliver and perform all of its obligations under the Bond Documents (defined below) and to issue, execute and deliver the Series 20[20] Bonds pursuant to the Act and this Bond Ordinance; and

WHEREAS, the Series 20[20] Bonds in an aggregate principal amount up to \$350,000,000 will be issued, sold and delivered by the County, in a private sale to the Purchaser under the Indenture, pursuant to a bond purchase agreement for the Series 20[20] Bonds (the “Bond Purchase Agreement”) to be entered into among the County, the Purchaser and the Company; and

WHEREAS, the proceeds of the Series 20[20] Bonds will be applied to pay the costs of the Project in whole or in part, including, but not limited to, the reimbursement of any costs incurred by the Company and payment of transaction expenses associated with the transaction; and

WHEREAS, the Board has determined that it is in the best interest of the County to issue the Series 20[20] Bonds and to execute and deliver the Bond Documents (defined below), and other documents related thereto; and

WHEREAS, in connection with the issuance of the Series 20[20] Bonds, there have been filed with the County Clerk and presented to the Board the forms of documents listed below, which the County will execute in connection with the issuance of the Series 20[20] Bonds:

1. the Lease Agreement;
2. the Indenture (with the form of the Series 20[20] Bonds attached);
3. the Sublease Agreement; and
4. the Bond Purchase Agreement.

The Lease Agreement, the Indenture, the Sublease Agreement and the Bond Purchase Agreement are herein collectively referred to as the “Bond Documents”; and

WHEREAS, the County is authorized to issue the Series 20[20] Bonds under the Act and after having considered the Proposal, the Board has concluded that it is desirable at this time to authorize the issuance of the Series 20[20] Bonds to finance the Project and that the County’s issuance of the Series 20[20] Bonds will constitute and be a valid public purpose; and

WHEREAS, the Board has been advised that the disclosure provisions of Rule 15c-2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 are not applicable to this transaction inasmuch as the Series 20[20] Bonds are being sold in a private sale without participation of an underwriter; and

WHEREAS, pursuant to Resolution [2019-__, adopted _____ __, 2019], there has been published in *The Independent*, a newspaper of general circulation within the County, public notice of the Board’s intention to adopt this Bond Ordinance, which notice contained certain information concerning the ownership, purpose, location and size of the Project and the amount of the Series 20[20] Bonds to be issued to finance the Project, which notice was published at least fourteen (14) days prior to final action upon this Bond Ordinance; and

WHEREAS, the County has given notice to the County Assessor and any entity located in the County authorized to levy taxes on property in the County of its intent to consider this Bond Ordinance authorizing the issuance of the Series 20[20] Bonds at least thirty (30) days prior to the date hereof and at which this Bond Ordinance is to be considered for adoption by the Board; and

WHEREAS, pursuant to a resolution dated [_____, 2020], adopted by the Board of Education of the Vaughn Municipal School District, a resolution dated [_____, 2020] adopted by the Board of Education of the Corona Public School District, [and a resolution dated [_____, 2020] adopted by the Board of Education of the Estancia Municipal School District] (collectively, the “Districts”), the Districts have approved the acquisition of the Project Property by the County and of the annual in-lieu tax payments (“PILT Payments”) to be paid by the Company to the Districts as provided in the Lease Agreement for the period that the County owns and leases Project Property to the Company.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY, NEW MEXICO:

Section 1. RATIFICATION. All actions not inconsistent with the provisions of this Bond Ordinance previously taken by the Board and the officials of the County directed toward approval of the issuance and sale of the Bonds be approved and the same hereby are ratified,

approved and confirmed. All capitalized terms in this Bond Ordinance shall have the meanings set forth in the Indenture, which has been filed with the County Clerk, unless otherwise defined herein.

Section 2. FINDINGS.

A. General. The Board hereby declares that it has considered relevant information presented to it relating to the Series 20[20] Bonds and the Project and hereby finds and determines that the issuance of the Series 20[20] Bonds pursuant to this Bond Ordinance is necessary and advisable and in the interest of, and will promote the use of the natural resources of, the State and promote industry and trade and a sound and proper balance in the State between agriculture, commerce and industry.

B. The Board finds that:

(1) The Series 20[20] Bonds will be issued for the purpose of financing the Project;

(2) The face amount of the Series 20[20] Bonds to be issued with respect to financing the Project is an aggregate principal amount up to \$350,000,000, provided that it may become necessary to increase or decrease such aggregate principal amount of Bonds based on the final location of wind generation and other tangible properties for the Project under a supplemental resolution to be adopted by the Board prior to issuance of the Series 20[20] Bonds;

(3) For the purposes identified in subparagraph B(2) of this Section 2, the Board hereby delegates authority for adoption of a resolution supplemental to this Bond Ordinance adjusting the aggregate principal amount of the Series 20[20] Bonds, provided that no such adjustment shall cause the aggregate principal amount of bonds issued on behalf the project companies identified in the Inducement Resolution to exceed \$1,820,000,000.

(4) The Company is the developer of the Project and the Company (or its respective successors, assigns or affiliates) will operate the Project;

(5) The Project Property will be located within Torrance County, but outside the boundaries of any incorporated municipality.

Section 3. BONDS - APPROVAL, AUTHORIZATION AND DETAIL.

A. Approval and Sale.

The issuance of the Series 20[20] Bonds in an aggregate principal amount up to \$350,000,000, subject to adjustment as provided in a supplemental resolution to this Bond Ordinance, and the use of the proceeds of the Series 20[20] Bonds to finance the cost of the Project, in whole or in part, including, but not limited to, the reimbursement of any costs incurred by the Company and payment of transaction expenses related thereto are hereby approved and confirmed. The sale of the Series 20[20] Bonds at par in an aggregate principal amount up to \$350,000,000, subject to adjustment as provided in a supplemental resolution to this Bond Ordinance, is approved. The Series 20[20] Bonds shall be designated as set forth in the recitals of this Bond Ordinance, provided that the County may subsequently designate a different bond title, including, but not limited to, the series designation.

B. Form and Terms.

Subject to the limitations set forth in this Bond Ordinance, the Series 20[20] Bonds shall (i) be in the form and denomination and shall be numbered and dated as set forth in the Indenture; (ii) be payable as to principal and interest and subject to optional and mandatory redemption and defeasance in the amounts, upon the conditions and at the times and prices set forth in the Indenture; and (iii) be issued in the principal amount of up to \$ 350,000,000, subject to adjustment in any supplemental resolution adopted by the Board prior to issuance of the Series 20[20] Bonds, bearing interest at the rate and maturing on the date or dates set forth in the Indenture.

C. Execution. The Series 20[20] Bonds shall be executed on behalf of the County with the manual or facsimile signature of the Board Chair and shall be attested by the manual or facsimile signature of the County Clerk or a Deputy County Clerk and shall have impressed or imprinted thereon the official seal of the County. If any of the officers who shall have signed or sealed any of said Series 20[20] Bonds shall cease to be such officer of the County before the Series 20[20] Bonds so signed and sealed shall have been actually authenticated and delivered by the County, such Series 20[20] Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Series 20[20] Bonds had not ceased to be such officer or officers of the County; and also any such Series 20[20] Bonds may be signed and sealed on behalf of the County by those persons who, on the actual date of the execution of such Series 20[20] Bonds, shall be the proper officers of the County, although at the nominal date of such Series 20[20] Bonds any such person shall not have been such officer of the County.

D. Interest Rate. The interest rate on the Series 20[20] Bonds shall not exceed [____ percent (_%) per annum.]

Section 4. AUTHORIZATION OF OFFICERS; APPROVAL OF DOCUMENTS; ACTIONS TO BE TAKEN. The form, terms and provisions of the Bond Documents and the Series 20[20] Bonds in the form on deposit in the office of the County Clerk are in all respects approved, authorized and confirmed.

The Board Chair or the County Manager are each individually authorized to approve revisions to the form, terms and provisions of the Bond Documents on behalf of the Board, provided that such revisions to the form, terms and provisions are consistent with this Bond Ordinance and any supplemental resolution, provided that all such changes, insertions, deletions, modifications and other revisions shall be deemed approved by the Board upon execution and

delivery of the Bond Documents, such execution and delivery to be conclusive evidence of such approval, and the Board Chair or County Manager are each individually authorized to execute and deliver in the name and on behalf of the County, and the County Clerk and Deputy County Clerk are hereby authorized to attest, as appropriate, the Bond Documents and the Series 20[20] Bonds.

The Board Chair or County Manager are each individually authorized and the County Clerk and Deputy County Clerk are further authorized to execute, authenticate and deliver such certifications, instruments, documents, letters and other agreements, including leases, subleases, security agreements and subordination agreements and instruments as requested from time to time by the Company or any lender or lenders or tax equity participants providing financing for the Project, and to do such other acts and things, either prior to or after the date of delivery of the Bonds, as are necessary or appropriate to consummate the transactions contemplated by the Bond Documents and are consistent with the terms of this Bond Ordinance and any supplemental resolution.

The Board Chair or County Manager shall take such action as is necessary to effectuate the provisions of the Indenture and shall take such action as is necessary in conformity with the Act to finance the costs of the Project and for carrying out other transactions as contemplated by this Bond Ordinance, as may be supplemented by a supplemental resolution, and the Bond Documents, including, without limitation, the execution and delivery of any closing documents to be delivered in connection with the sale and delivery of the Series 20[20] Bonds.

Section 5. FINDINGS REGARDING PAYMENT OF PRINCIPAL AND OTHER MATTERS. The following determinations and findings are made:

A. The Series 20[20] Bonds will be outstanding for a maximum of thirty (30) years from the date of issuance. No principal will be due for the 1st year to and including the 29th year that the Series 20[20] Bonds are outstanding. Assuming issuance of the Series 20[20] Bonds

on [_____ 1, 20__] in the maximum principal amount of \$_____ bearing an annual interest rate of [__ percent (_%)], interest payments will be due in the amount of [\$_____ in each of the years 20__ through 20__] and the full principal plus interest thereon shall be due at maturity on [_____ 1, 20__] in the amount of \$_____.

B. The Series 20[20] Bonds will bear interest at a rate not to exceed [__ percent (_%) per annum.]

C. The Series 20[20] Bonds may be redeemed at any time without premium.

D. It shall not be necessary to deposit any amount in a debt service reserve fund or a repair and replacement reserve fund for the maintenance of the Project Property.

E. The Lease Agreement requires that the Company (or its respective successors, assigns or affiliates) maintain the Project Property in good repair and condition and carry proper insurance with respect to the Project Property as provided in the Lease Agreement.

F. The Lease Agreement requires the Company to make lease payments in an amount sufficient to pay the principal of and interest on the Series 20[20] Bonds as principal and interest become due and to pay all related costs.

Section 6. LIMITED OBLIGATIONS. The Series 20[20] Bonds shall be special limited obligations of the County, payable solely from the Basic Rent (as defined in the Lease Agreement) paid by the Company to the County as described in the Indenture and any other property or interest of the County specifically pledged under the Indenture or other security documents, and shall never constitute a debt or indebtedness of the County or the State or any political subdivision thereof within the meaning of any provision or limitation of the State Constitution or statutes, and shall not constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. Nothing contained in this Bond Ordinance, a supplemental resolution to this Bond Ordinance, the Bond Documents or the Series 20[20] Bonds

or any other instrument shall be construed as obligating the County (except with respect to the Project Property and the application of the revenues therefrom and the proceeds of the Series 20[20] Bonds, all as provided in the Bond Documents and the Series 20[20] Bonds), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing powers, nor shall the breach of any agreement contained in this Bond Ordinance, a supplemental resolution to this Bond Ordinance, the Bond Documents, the Series 20[20] Bonds or any other instrument be construed as obligating the County (except with respect to the Project Property and the application of the revenues therefrom and the proceeds of the Series 20[20] Bonds, all as provided in the Bond Documents and the Series 20[20] Bonds), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing power, except as provided by law, the County having no power to pay out of its general funds, or otherwise contribute any part of the costs of constructing or equipping the Project Property, nor power to operate the Project Property as a business or in any manner except as lessor of the Project Property.

Section 7. RATIFICATION OF AGENCY. The Company will act as agent for the County with respect to the Project and in the acquisition of the Project Property. The County authorizes the Company to act as agent for the County for the purchase of wind generation equipment used to generate electricity from wind energy and related equipment as defined in NMSA 1978, Section 7-9-54.3 (2010) with respect to the Project. The Company, as agent, will also request and obtain Type 9 Nontaxable Transaction Certificates (“Certificates”) from the New Mexico Taxation and Revenue Department, and the County will cooperate with the Company to so obtain such Certificates and will allow the Company to use the Certificates that have been properly executed for acquisition of tangible personal property relating to the Project and the Project Property under and consistent with the New Mexico Gross Receipts and Compensating

Tax Act, NMSA 1978, Sections 7-9-1 to -116 (1966, as amended through 2019) and applicable regulations. The Company shall not use the Certificates other than for the purchase of equipment and other tangible property as permitted by law, nor shall the Company use such Certificates after the completion of the Project. All actions taken by the Company since November 13, 2019, the date of the Inducement Resolution, that are not inconsistent with this Section 7, are hereby ratified and confirmed.

Section 8. NO RECOURSE AND LIABILITY. No covenant, stipulation, obligation or agreement herein contained or contained in any document hereby approved and authorized for execution shall be deemed to be a covenant, stipulation, obligation or agreement of any official, officer, Board member or employee of the County in his/her individual capacity, and neither the members of the Board nor any officials executing the Series 20[20] Bonds shall be liable personally on the Series 20[20] Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

Section 9. APPROVAL OF INDEMNIFICATION. The Board specifically requires that the Lease Agreement contain provisions relating to indemnification which provide that the Company will indemnify and hold harmless the County and its Board members, officials, employees and agents from and against liability to the Company and to any third parties that may be asserted against the County or its Board members, officials, officers, employees or agents with respect to the County's legal ownership or leasehold interest in the Project and Project Property or the issuance of the Series 20[20] Bonds in one of more series, except to the extent NMSA 1978, Sections 56-7-1 (2005) and 56-7-2 (2003) apply, and except claims for any loss or damage arising out of or resulting from the gross negligence or willful misconduct of the County or its Board members, officials, employees or agents of the County.

Section 10. BOND ORDINANCE IRREPEALABLE. After the Series 20[20] Bonds are issued, this Bond Ordinance shall be and remain irrevocable until all Series 20[20] Bonds, including interest, are fully paid, canceled and discharged or there has been defeasance of such Bonds in accordance with the Indenture.

Section 11. REPEALER. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent with this Bond Ordinance are repealed by this Bond Ordinance but only to the extent of that inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, previously repealed.

Section 12. SEVERABILITY. If any section, paragraph, clause or provision of this Bond Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Ordinance.

Section 13. RECORDING; AUTHENTICATION; PUBLICATION; EFFECTIVE DATE. This Bond Ordinance, immediately upon its final passage and approval, shall be authenticated by the signature of the Board Chair and attested by the signature of the County Clerk or a Deputy County Clerk, and shall be recorded in the ordinance book of the County, kept for that purpose, and shall be in full force and effect 30 days after such recordation in the book of Ordinances. Notice of adoption of this Bond Ordinance shall be published once in *The Independent*, a newspaper of general circulation within the County, which publication shall be by title and contain a general summary of the subject matter thereof in substantially the following form:

(Form of Summary of Bond Ordinance for Publication)

TORRANCE COUNTY, NEW MEXICO

Notice of Adoption of Ordinance

NOTICE is hereby given of the title and a general summary of the subject matter contained in Ordinance No. 2020-____, duly adopted and approved by the Board of County Commissioners (the “Board”) of Torrance County, New Mexico (the “County”) on [_____,] 2020 (the “Bond Ordinance”), relating to the authorization and issuance by the County of its Torrance County, New Mexico Taxable Industrial Revenue Bonds (Duran Mesa LLC Project) Series 20[20] (the “Series 20[20] Bonds”). Complete copies of the Bond Ordinance and any supplemental resolution, are available upon request and payment of a reasonable fee during normal and regular business hours of the County Clerk at 205 Ninth Street, Estancia, New Mexico 87016.

The title of the Bond Ordinance is:

TORRANCE COUNTY, NEW MEXICO

ORDINANCE NO. 2020--_____

AUTHORIZING THE ISSUANCE AND SALE OF TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (DURAN MESA LLC PROJECT), SERIES 20[20], IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$350,000,000 AMOUNT, TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF WIND ENERGY FACILITIES TO BE CONSTRUCTED IN ONE OR MORE PHASES FOR THE PURPOSE OF GENERATING ELECTRICITY AND LOCATED WITHIN THE COUNTY BUT OUTSIDE THE BOUNDARIES OF ANY INCORPORATED MUNICIPALITY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A LEASE AGREEMENT, A BOND PURCHASE AGREEMENT, A SUBLEASE AGREEMENT, THE BONDS, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND THE

PROJECT; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BONDS AND THE PROJECT; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

The following is a general summary of the subject matter contained in the Bond Ordinance.

The recitals state that the County is a legally and regularly created, established, organized and existing political subdivision of the State of New Mexico (“State”) and is authorized under the New Mexico County Industrial Revenue Bond Act (the “Act”) to issue industrial revenue bonds to acquire industrial revenue bond projects located in Torrance County, but outside the boundaries of any incorporated municipality; that Duran Mesa LLC, a Delaware limited liability company (the “Company”) along with its affiliated entities presented to the Board a proposal (the “Proposal”) in connection with the adoption of Resolution No. 2019-58 on November 13, 2019 (the “Inducement Resolution”), whereby the County would acquire a project to be developed in one or more phases (the “Project”) including, without limitation, certain real property rights, fee title, easements, rights-of-way and leasehold interests, wind generation equipment and other tangible personal property consisting of turbines, blades nacelles, rotors, supporting structures and related improvements, electrical lines and related assets, and all other useful equipment to be used by the Company and its successors, assigns and affiliates for the generation, transportation and delivery of electricity (collectively, the “Project Property”) and issue its Series 20[20] Bonds to finance the costs of the Project in whole or in part, including, but not limited to, reimbursement of any costs incurred by the Company and payment of transaction expenses related thereto; that the Series 20[20] Bonds would be issued pursuant to an Indenture for the Series 20[20] Bonds (the “Indenture”) entered into among the County, the Company, one or more affiliates of the Company,

as purchaser of the Series 20[20] Bonds (the “Purchaser”) and one or more financial institutions organized as a national bank under the laws of the United States, as depository (the “Depository”); the County would enter into a sublease agreement with the Company for the Series 20[20] Bonds for lease or sublease of the site for the Project (the “Sublease Agreement”) and would enter into a lease or sublease with the Company for the Series 20[20] Bonds (the “Lease Agreement”) under which the Project Property would be leased and sold to the Company and the Company would make payments sufficient to pay the principal of and interest on the Series 20[20] Bonds; that the County is authorized to enter, deliver and perform all its obligations under the Bond Documents (defined below) and to issue, execute and deliver the Series 20[20] Bonds to be sold to the Purchaser pursuant to the bond purchase agreement for the Series 20[20] Bonds (the “Bond Purchase Agreement”) to be entered into among the County, the Purchaser and the Company, and together with the Lease Agreement, the Sublease Agreement and the Indenture, the “Bond Documents”); that the County has concluded it is desirable to authorize the issuance of the Series 20[20] Bonds to finance the Project and that the issuance of the 20[20] Bonds constitute a valid public purpose under the Act; that the Vaughn Municipal School District, the Corona Public School District [and the Estancia Municipal School District] (collectively, the “Districts”) have approved the acquisition of the Project Property by the County and of the annual in-lieu tax payments (“PILT Payments”) that Company will pay the Districts as provided under the terms of the Lease Agreement; and that notice of the Board’s intention to consider adoption of the Bond Ordinance was published in conformance with legal requirements.

Sections 1 through 3 ratify previous action taken toward approval of the issuance and sale of the Series 20[20] Bonds; provide that the Board has considered relevant information presented to it relating to the Series 20[20] Bonds and the Project; provide that the Board has made certain

findings including that the purpose for issuance of the Series 20[20] Bonds is to finance the Project; provide that the Company is the developer of the Project and that the Company (or its respective successors, assigns or affiliates) will operate the Project; and provide that the issuance of the Series 20[20] Bonds upon the terms set forth in the Bond Ordinance and a supplemental resolution, if applicable, and in the principal amount not to exceed \$ _____, is approved and confirmed.

Sections 4 through 5 provide for the approval of the form, terms and provisions of the Bond Documents and the form and terms of the Series 20[20] Bonds; that the Board Chair or the County Manager are each individually authorized to approve revisions to the Bond Documents with the approval of such revisions to be evidenced by the execution and delivery of such documents; provide that the Board Chair or County Manager are each individually authorized to execute and deliver, and the County Clerk or Deputy County Clerk are authorized to attest, as appropriate, the Bond Documents and the Series 20[20] Bonds; that the Board Chair or County Manager are each individually authorized and provide that the County Clerk and Deputy County Clerk are further authorized to execute and deliver all certifications, instruments, security agreements, subordination agreements and consents and other documents as requested by the Company or any lender or lender or tax credit participant providing financing for the Project, and to take all actions for the carrying out of the transactions contemplated by the Bond Ordinance, as supplemented, if applicable, the Bond Documents and the Series 20[20] Bonds; and making certain determinations regarding payment of the Series 20[20] Bonds for the insuring and maintenance of the Project.

Sections 6 through 8 provide that the Series 20[20] Bonds are special limited obligations of the County, payable solely from the Basic Rent (as defined in the Lease Agreement), and that the

Series 20[20] Bonds shall never constitute a debt or indebtedness of the County or the State within the meaning of any provision or limitation of the State Constitution or statutes, and shall not constitute or give rise to a pecuniary liability of the County or charge against its general credit or taxing power; provide that the Company will act as agent of the County with respect to the Project and acquisition of the Project Property; and provide that no covenant, obligation or agreement of the County with respect to the Bond Ordinance, the Bond Documents or the Series 20[20] Bonds shall constitute a covenant, obligation or agreement of any official, officer, Board member or employee of the County in his/her individual capacity and that neither the members of the Board nor any officials executing the Series 20[20] Bonds shall be liable personally on the Series 20[20] Bonds or be subject to personal liability by reason of the issuance thereof.

Sections 9 through 13 provide for an indemnification in the Lease Agreement of the County and its Board and other officials from and against liability to the Company and to any third parties; provide that the Bond Ordinance is irrevocable while the Series 20[20] Bonds are outstanding; provide severability and repealer provisions and direct the authentication and recording of the Bond Ordinance; and provide for the publication of notice of adoption of the Bond Ordinance and the form of Summary of the Bond Ordinance for publication.

This notice constitutes compliance with the Public Securities Limitation of Action Act, NMSA 1978, Sections 6-14-4 to-7 (1975).

(End of Form of Summary for Publication)

[Signature page follows]

PASSED, ADOPTED, SIGNED AND APPROVED this [8th] day of January, 2020.

BOARD OF COUNTY COMMISSIONERS,
TORRANCE COUNTY, NEW MEXICO

(SEAL)

Ryan Schwebach, Commissioner

Javier Sanchez, Commissioner

Kevin McCall, Commissioner

ATTEST:

Linda Jaramillo, County Clerk

[Ordinance No. 2020-[] Signature Page]

Commissioner [INSERT NAME] then moved that the ordinance as filed with the County Clerk be passed and adopted. Commissioner [INSERT NAME] seconded the motion.

The question being upon the passage and adoption of said ordinance, the motion was voted upon with the following result:

Those Voting Yea:

[Ryan Schwebach, Chair]
[Javier Sanchez, Member]
[Kevin McCall, Member]

Those Voting Nay:

[None]

Those Absent:

[None]

The [Chair] thereupon declared that at least a majority of all the members of that Board having voted in favor thereof, the motion was carried and the ordinance duly passed and adopted. After consideration of matters not relating to the ordinance, the meeting on motion duly made, seconded and [unanimously] carried, was adjourned.

BOARD OF COUNTY COMMISSIONERS
TORRANCE COUNTY, NEW MEXICO

By _____
Ryan Schwebach,
Chair

(SEAL)

Attest:

By _____
Linda Jaramillo,
County Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF TORRANCE)

The Board of County Commissioners (the “Board”) of Torrance County (the “County”), in the State of New Mexico, met in open [regular] session in full conformity with law and the ordinances and rules of the County, in the Commission Chambers at the Administrative Offices of the County, located at 205 Ninth Street, Estancia, New Mexico, in the County, being the regular meeting place of the Board, at 9:00 a.m. on [Wednesday, January 8], 2020, at which time there were present and answering the roll call the following members:

Chair:

[Ryan Schwebach]

Commissioners:

[Javier Sanchez, Member]

[Kevin McCall, Member]

Absent:

[None]

The [County Manager], [County Clerk] and [County Attorney] were also present.

Thereupon the following proceedings, among others, were had and taken, to wit:

There was officially filed with the County Clerk, the Chair and each Commissioner, a copy of an ordinance in final form, which is as follows:

TORRANCE COUNTY, NEW MEXICO

ORDINANCE NO. 2020-- _____

AUTHORIZING THE ISSUANCE AND SALE OF TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (TECOLOTE WIND LLC PROJECT), SERIES 20[20], IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$560,000,000, TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF WIND ENERGY FACILITIES TO BE CONSTRUCTED IN ONE OR MORE PHASES FOR THE PURPOSE OF GENERATING ELECTRICITY AND LOCATED WITHIN THE COUNTY BUT OUTSIDE THE BOUNDARIES OF ANY INCORPORATED MUNICIPALITY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A LEASE AGREEMENT, A BOND PURCHASE AGREEMENT, A SUBLEASE AGREEMENT, THE BONDS, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND THE PROJECT; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BONDS AND THE PROJECTS; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

WHEREAS, Torrance County (the “County”) of the State of New Mexico (the “State”) is a legally and regularly created, established, organized and existing political subdivision of the State; and

WHEREAS, pursuant to the New Mexico County Industrial Revenue Bond Act, NMSA, 1978, Sections 4-59-1 to -16, (1975, as amended through 2015) (the “Act”), the Board of County Commissioners (the “Board”) of the County is authorized to issue industrial revenue bonds to acquire industrial revenue projects to be located within the County, but outside the boundaries of

any incorporated municipality, and to use the proceeds of such bonds for the purpose of promoting industry and trade by inducing manufacturing, industrial and commercial enterprises to locate or expand in the State, promoting the use of natural resources of the State and promoting a sound and proper balance in the State between agriculture, commerce and industry; and

WHEREAS, the County desires to promote industry and develop trade or other economic activity to secure and maintain a balanced and stable economy in the County and to promote public health, welfare, safety, convenience and prosperity; and

WHEREAS, Tecolote Wind LLC, a Delaware limited liability company (the “Company”) along with its affiliated entities presented to the Board a proposal (the “Proposal”) in connection with the adoption of an inducement resolution (Resolution No. 2019-58) on November 13, 2019 (the “Inducement Resolution”), pursuant to which the County expressed its intent to proceed with issuance of taxable industrial revenue for projects to be developed by the Company and the other entities identified in the Inducement Resolution; and

WHEREAS, pursuant to the Inducement Resolution and the Proposal, the Company has requested the County to proceed to (a) issue its Taxable Industrial Revenue Bonds (Tecolote Wind LLC Project) Series 20[20] (the “Series 20[20] Bonds”); and (b) acquire, construct, equip, and install an industrial revenue project to be developed in one or more phases (collectively, the “Project”), including, without limitation, certain real property rights, fee title, easements, rights-of-way and leasehold interests, wind generation equipment and other tangible personal property consisting of turbines, blades, nacelles, rotors, supporting structures and related improvements, electrical lines and related assets, and all other useful equipment, to be located within the County but outside the boundaries of any incorporated municipality, and to be used by the Company and its respective successors, assigns and affiliates for the generation, transportation and delivery of electricity (collectively, the “Project Property”); and

WHEREAS, under the Proposal, the County would enter into an Indenture for the Series 20[20] Bonds (the “Indenture”), with the Company, one or more affiliates of the Company, as purchaser of the Series 20[20] Bonds (the “Purchaser”), and one or more financial institutions organized as a national bank under the laws of the United States, as depository (the “Depository”) pursuant to which, together with this ordinance (this “Bond Ordinance”), the County would issue the Series 20[20] Bonds; and

WHEREAS, under the Proposal, the County would enter into a sublease with the Company for the Series 20[20] Bonds (the “Sublease Agreement”), whereby the Company would lease or sublease to the County the site for the Project (the “Project Site”), and would enter into a lease with the Company for the Series 20[20] Bonds (the “Lease Agreement”) pursuant to which the Company would lease or sublease from the County the Project Property including the Project Site, and the Company would make payments sufficient to pay the principal of and interest on the Series 20[20] Bonds and to pay all other obligations incurred pursuant to the provisions of the Lease Agreement, the Indenture, the Sublease Agreement and this Bond Ordinance; and

WHEREAS, the County is authorized to enter into, deliver and perform all of its obligations under the Bond Documents (defined below) and to issue, execute and deliver the Series 20[20] Bonds pursuant to the Act and this Bond Ordinance; and

WHEREAS, the Series 20[20] Bonds in an aggregate principal amount up to \$560,000,000 will be issued, sold and delivered by the County, in a private sale to the Purchaser under the Indenture, pursuant to a bond purchase agreement for the Series 20[20] Bonds (the “Bond Purchase Agreement”) to be entered into among the County, the Purchaser and the Company; and

WHEREAS, the proceeds of the Series 20[20] Bonds will be applied to pay the costs of the Project in whole or in part, including, but not limited to, the reimbursement of any costs

incurred by the Company and payment of transaction expenses associated with the transaction;
and

WHEREAS, the Board has determined that it is in the best interest of the County to issue the Series 20[20] Bonds and to execute and deliver the Bond Documents (defined below), and other documents related thereto; and

WHEREAS, in connection with the issuance of the Series 20[20] Bonds, there have been filed with the County Clerk and presented to the Board the forms of documents listed below, which the County will execute in connection with the issuance of the Series 20[20] Bonds:

1. the Lease Agreement;
2. the Indenture (with the form of the Series 20[20] Bonds attached);
3. the Sublease Agreement; and
4. the Bond Purchase Agreement.

The Lease Agreement, the Indenture, the Sublease Agreement and the Bond Purchase Agreement are herein collectively referred to as the “Bond Documents”; and

WHEREAS, the County is authorized to issue the Series 20[20] Bonds under the Act and after having considered the Proposal, the Board has concluded that it is desirable at this time to authorize the issuance of the Series 20[20] Bonds to finance the Project and that the County’s issuance of the Series 20[20] Bonds will constitute and be a valid public purpose; and

WHEREAS, the Board has been advised that the disclosure provisions of Rule 15c-2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 are not applicable to this transaction inasmuch as the Series 20[20] Bonds are being sold in a private sale without participation of an underwriter; and

WHEREAS, pursuant to Resolution [2019-__, adopted _____ __, 2019], there has been published in *The Independent*, a newspaper of general circulation within the County, public

notice of the Board’s intention to adopt this Bond Ordinance, which notice contained certain information concerning the ownership, purpose, location and size of the Project and the amount of the Series 20[20] Bonds to be issued to finance the Project, which notice was published at least fourteen (14) days prior to final action upon this Bond Ordinance; and

WHEREAS, the County has given notice to the County Assessor and any entity located in the County authorized to levy taxes on property in the County of its intent to consider this Bond Ordinance authorizing the issuance of the Series 20[20] Bonds at least thirty (30) days prior to the date hereof and at which this Bond Ordinance is to be considered for adoption by the Board; and

WHEREAS, pursuant to a resolution dated [_____, 2020], adopted by the Board of Education of the Vaughn Municipal School District, a resolution dated [_____, 2020] adopted by the Board of Education of the Corona Public School District, [and a resolution dated [_____, 2020] adopted by the Board of Education of the Estancia Municipal School District] (collectively, the “Districts”), the Districts have approved the acquisition of the Project Property by the County and of the annual in-lieu tax payments (“PILT Payments”) to be paid by the Company to the Districts as provided in the Lease Agreement for the period that the County owns and leases Project Property to the Company.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY, NEW MEXICO:

Section 1. RATIFICATION. All actions not inconsistent with the provisions of this Bond Ordinance previously taken by the Board and the officials of the County directed toward approval of the issuance and sale of the Bonds be approved and the same hereby are ratified, approved and confirmed. All capitalized terms in this Bond Ordinance shall have the meanings set forth in the Indenture, which has been filed with the County Clerk, unless otherwise defined herein.

Section 2. FINDINGS.

A. General. The Board hereby declares that it has considered relevant information presented to it relating to the Series 20[20] Bonds and the Project and hereby finds and determines that the issuance of the Series 20[20] Bonds pursuant to this Bond Ordinance is necessary and advisable and in the interest of, and will promote the use of the natural resources of, the State and promote industry and trade and a sound and proper balance in the State between agriculture, commerce and industry.

B. The Board finds that:

(1) The Series 20[20] Bonds will be issued for the purpose of financing the Project;

(2) The face amount of the Series 20[20] Bonds to be issued with respect to financing the Project is an aggregate principal amount up to \$560,000,000, provided that it may become necessary to increase or decrease such aggregate principal amount of Bonds based on the final location of wind generation and other tangible properties for the Project under a supplemental resolution to be adopted by the Board prior to issuance of the Series 20[20] Bonds;

(3) For the purposes identified in subparagraph B(2) of this Section 2, the Board hereby delegates authority for adoption of a resolution supplemental to this Bond Ordinance adjusting the aggregate principal amount of the Series 20[20] Bonds, provided that no such adjustment shall cause the aggregate principal amount of bonds issued on behalf the project companies identified in the Inducement Resolution to exceed \$1,820,000,000.

(4) The Company is the developer of the Project and the Company (or its respective successors, assigns or affiliates) will operate the Project;

(5) The Project Property will be located within Torrance County, but outside the boundaries of any incorporated municipality.

Section 3. BONDS - APPROVAL, AUTHORIZATION AND DETAIL.

A. Approval and Sale.

The issuance of the Series 20[20] Bonds in an aggregate principal amount up to \$560,000,000, subject to adjustment as provided in a supplemental resolution to this Bond Ordinance, and the use of the proceeds of the Series 20[20] Bonds to finance the cost of the Project, in whole or in part, including, but not limited to, the reimbursement of any costs incurred by the Company and payment of transaction expenses related thereto are hereby approved and confirmed. The sale of the Series 20[20] Bonds at par in an aggregate principal amount up to \$560,000,000, subject to adjustment as provided in a supplemental resolution to this Bond Ordinance, is approved. The Series 20[20] Bonds shall be designated as set forth in the recitals of this Bond Ordinance, provided that the County may subsequently designate a different bond title, including, but not limited to, the series designation.

B. Form and Terms.

Subject to the limitations set forth in this Bond Ordinance, the Series 20[20] Bonds shall (i) be in the form and denomination and shall be numbered and dated as set forth in the Indenture; (ii) be payable as to principal and interest and subject to optional and mandatory redemption and defeasance in the amounts, upon the conditions and at the times and prices set forth in the Indenture; and (iii) be issued in the principal amount of up to \$560,000,000, subject to adjustment in any supplemental resolution adopted by the Board prior to issuance of the Series 20[20] Bonds, bearing interest at the rate and maturing on the date or dates set forth in the Indenture.

C. Execution. The Series 20[20] Bonds shall be executed on behalf of the County with the manual or facsimile signature of the Board Chair and shall be attested by the manual or facsimile signature of the County Clerk or a Deputy County Clerk and shall have impressed or imprinted thereon the official seal of the County. If any of the officers who shall

have signed or sealed any of said Series 20[20] Bonds shall cease to be such officer of the County before the Series 20[20] Bonds so signed and sealed shall have been actually authenticated and delivered by the County, such Series 20[20] Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Series 20[20] Bonds had not ceased to be such officer or officers of the County; and also any such Series 20[20] Bonds may be signed and sealed on behalf of the County by those persons who, on the actual date of the execution of such Series 20[20] Bonds, shall be the proper officers of the County, although at the nominal date of such Series 20[20] Bonds any such person shall not have been such officer of the County.

D. Interest Rate. The interest rate on the Series 20[20] Bonds shall not exceed [____] percent (%) per annum.]

Section 4. AUTHORIZATION OF OFFICERS; APPROVAL OF DOCUMENTS; ACTIONS TO BE TAKEN. The form, terms and provisions of the Bond Documents and the Series 20[20] Bonds in the form on deposit in the office of the County Clerk are in all respects approved, authorized and confirmed.

The Board Chair or the County Manager are each individually authorized to approve revisions to the form, terms and provisions of the Bond Documents on behalf of the Board, provided that such revisions to the form, terms and provisions are consistent with this Bond Ordinance and any supplemental resolution, provided that all such changes, insertions, deletions, modifications and other revisions shall be deemed approved by the Board upon execution and delivery of the Bond Documents, such execution and delivery to be conclusive evidence of such approval, and the Board Chair or County Manager are each individually authorized to execute and deliver in the name and on behalf of the County, and the County Clerk and Deputy County Clerk are hereby authorized to attest, as appropriate, the Bond Documents and the Series 20[20] Bonds.

The Board Chair or County Manager are each individually authorized and the County Clerk and Deputy County Clerk are further authorized to execute, authenticate and deliver such certifications, instruments, documents, letters and other agreements, including leases, subleases, security agreements and subordination agreements and instruments as requested from time to time by the Company or any lender or lenders or tax equity participants providing financing for the Project, and to do such other acts and things, either prior to or after the date of delivery of the Bonds, as are necessary or appropriate to consummate the transactions contemplated by the Bond Documents and are consistent with the terms of this Bond Ordinance and any supplemental resolution.

The Board Chair or County Manager shall take such action as is necessary to effectuate the provisions of the Indenture and shall take such action as is necessary in conformity with the Act to finance the costs of the Project and for carrying out other transactions as contemplated by this Bond Ordinance, as may be supplemented by a supplemental resolution, and the Bond Documents, including, without limitation, the execution and delivery of any closing documents to be delivered in connection with the sale and delivery of the Series 20[20] Bonds.

Section 5. FINDINGS REGARDING PAYMENT OF PRINCIPAL AND OTHER MATTERS. The following determinations and findings are made:

A. The Series 20[20] Bonds will be outstanding for a maximum of thirty (30) years from the date of issuance. No principal will be due for the 1st year to and including the 29th year that the Series 20[20] Bonds are outstanding. Assuming issuance of the Series 20[20] Bonds on [_____ 1, 20__] in the maximum principal amount of \$ _____ bearing an annual interest rate of [___ percent (%)], interest payments will be due in the amount of [\$ _____ in each of the years 20__ through 20__] and the full principal plus interest thereon shall be due at maturity on [_____ 1, 20__] in the amount of \$ _____.

B. The Series 20[20] Bonds will bear interest at a rate not to exceed [____ percent (_%) per annum.]

C. The Series 20[20] Bonds may be redeemed at any time without premium.

D. It shall not be necessary to deposit any amount in a debt service reserve fund or a repair and replacement reserve fund for the maintenance of the Project Property.

E. The Lease Agreement requires that the Company (or its respective successors, assigns or affiliates) maintain the Project Property in good repair and condition and carry proper insurance with respect to the Project Property as provided in the Lease Agreement.

F. The Lease Agreement requires the Company to make lease payments in an amount sufficient to pay the principal of and interest on the Series 20[20] Bonds as principal and interest become due and to pay all related costs.

Section 6. LIMITED OBLIGATIONS. The Series 20[20] Bonds shall be special limited obligations of the County, payable solely from the Basic Rent (as defined in the Lease Agreement) paid by the Company to the County as described in the Indenture and any other property or interest of the County specifically pledged under the Indenture or other security documents, and shall never constitute a debt or indebtedness of the County or the State or any political subdivision thereof within the meaning of any provision or limitation of the State Constitution or statutes, and shall not constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. Nothing contained in this Bond Ordinance, a supplemental resolution to this Bond Ordinance, the Bond Documents or the Series 20[20] Bonds or any other instrument shall be construed as obligating the County (except with respect to the Project Property and the application of the revenues therefrom and the proceeds of the Series 20[20] Bonds, all as provided in the Bond Documents and the Series 20[20] Bonds), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing

powers, nor shall the breach of any agreement contained in this Bond Ordinance, a supplemental resolution to this Bond Ordinance, the Bond Documents, the Series 20[20] Bonds or any other instrument be construed as obligating the County (except with respect to the Project Property and the application of the revenues therefrom and the proceeds of the Series 20[20] Bonds, all as provided in the Bond Documents and the Series 20[20] Bonds), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing power, except as provided by law, the County having no power to pay out of its general funds, or otherwise contribute any part of the costs of constructing or equipping the Project Property, nor power to operate the Project Property as a business or in any manner except as lessor of the Project Property.

Section 7. RATIFICATION OF AGENCY. The Company will act as agent for the County with respect to the Project and in the acquisition of the Project Property. The County authorizes the Company to act as agent for the County for the purchase of wind generation equipment used to generate electricity from wind energy and related equipment as defined in NMSA 1978, Section 7-9-54.3 (2010) with respect to the Project. The Company, as agent, will also request and obtain Type 9 Nontaxable Transaction Certificates (“Certificates”) from the New Mexico Taxation and Revenue Department, and the County will cooperate with the Company to so obtain such Certificates and will allow the Company to use the Certificates that have been properly executed for acquisition of tangible personal property relating to the Project and the Project Property under and consistent with the New Mexico Gross Receipts and Compensating Tax Act, NMSA 1978, Sections 7-9-1 to -116 (1966, as amended through 2019) and applicable regulations. The Company shall not use the Certificates other than for the purchase of equipment and other tangible property as permitted by law, nor shall the Company use such Certificates after the completion of the Project. All actions taken by the Company since November 13, 2019, the

date of the Inducement Resolution, that are not inconsistent with this Section 7, are hereby ratified and confirmed.

Section 8. NO RECOURSE AND LIABILITY. No covenant, stipulation, obligation or agreement herein contained or contained in any document hereby approved and authorized for execution shall be deemed to be a covenant, stipulation, obligation or agreement of any official, officer, Board member or employee of the County in his/her individual capacity, and neither the members of the Board nor any officials executing the Series 20[20] Bonds shall be liable personally on the Series 20[20] Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

Section 9. APPROVAL OF INDEMNIFICATION. The Board specifically requires that the Lease Agreement contain provisions relating to indemnification which provide that the Company will indemnify and hold harmless the County and its Board members, officials, employees and agents from and against liability to the Company and to any third parties that may be asserted against the County or its Board members, officials, officers, employees or agents with respect to the County's legal ownership or leasehold interest in the Project and Project Property or the issuance of the Series 20[20] Bonds in one of more series, except to the extent NMSA 1978, Sections 56-7-1 (2005) and 56-7-2 (2003) apply, and except claims for any loss or damage arising out of or resulting from the gross negligence or willful misconduct of the County or its Board members, officials, employees or agents of the County.

Section 10. BOND ORDINANCE IRREPEALABLE. After the Series 20[20] Bonds are issued, this Bond Ordinance shall be and remain irrevocable until all Series 20[20] Bonds, including interest, are fully paid, canceled and discharged or there has been defeasance of such Bonds in accordance with the Indenture.

Section 11. REPEALER. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent with this Bond Ordinance are repealed by this Bond Ordinance but only to the extent of that inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, previously repealed.

Section 12. SEVERABILITY. If any section, paragraph, clause or provision of this Bond Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Ordinance.

Section 13. RECORDING; AUTHENTICATION; PUBLICATION; EFFECTIVE DATE. This Bond Ordinance, immediately upon its final passage and approval, shall be authenticated by the signature of the Board Chair and attested by the signature of the County Clerk or a Deputy County Clerk, and shall be recorded in the ordinance book of the County, kept for that purpose, and shall be in full force and effect 30 days after such recordation in the book of Ordinances. Notice of adoption of this Bond Ordinance shall be published once in *The Independent*, a newspaper of general circulation within the County, which publication shall be by title and contain a general summary of the subject matter thereof in substantially the following form:

(Form of Summary of Bond Ordinance for Publication)

TORRANCE COUNTY, NEW MEXICO

Notice of Adoption of Ordinance

NOTICE is hereby given of the title and a general summary of the subject matter contained in Ordinance No. 2020-___, duly adopted and approved by the Board of County Commissioners

(the “Board”) of Torrance County, New Mexico (the “County”) on [_____] 2020 (the “Bond Ordinance”), relating to the authorization and issuance by the County of its Torrance County, New Mexico Taxable Industrial Revenue Bonds (Tecolote Wind LLC Project) Series 20[20] (the “Series 20[20] Bonds”). Complete copies of the Bond Ordinance and any supplemental resolution, are available upon request and payment of a reasonable fee during normal and regular business hours of the County Clerk at 205 Ninth Street, Estancia, New Mexico 87016.

The title of the Bond Ordinance is:

TORRANCE COUNTY, NEW MEXICO

ORDINANCE NO. 2020--_____

AUTHORIZING THE ISSUANCE AND SALE OF TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (TECOLOTE WIND LLC PROJECT), SERIES 20[20], IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$560,000,000, TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF WIND ENERGY FACILITIES TO BE CONSTRUCTED IN ONE OR MORE PHASES FOR THE PURPOSE OF GENERATING ELECTRICITY AND LOCATED WITHIN THE COUNTY BUT OUTSIDE THE BOUNDARIES OF ANY INCORPORATED MUNICIPALITY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A LEASE AGREEMENT, A BOND PURCHASE AGREEMENT, A SUBLEASE AGREEMENT, THE BONDS, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND THE PROJECT; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BONDS AND THE PROJECT; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

The following is a general summary of the subject matter contained in the Bond Ordinance.

The recitals state that the County is a legally and regularly created, established, organized and existing political subdivision of the State of New Mexico (“State”) and is authorized under the New Mexico County Industrial Revenue Bond Act (the “Act”) to issue industrial revenue bonds to acquire industrial revenue bond projects located in Torrance County, but outside the boundaries of any incorporated municipality; that Tecolote Wind LLC, a Delaware limited liability company (the “Company”) along with its affiliated entities presented to the Board a proposal (the “Proposal”) in connection with the adoption of Resolution No. 2019-58 on November 13, 2019 (the “Inducement Resolution”), whereby the County would acquire a project to be developed in one or more phases (the “Project”) including, without limitation, certain real property rights, fee title, easements, rights-of-way and leasehold interests, wind generation equipment and other tangible personal property consisting of turbines, blades nacelles, rotors, supporting structures and related improvements, electrical lines and related assets, and all other useful equipment to be used by the Company and its successors, assigns and affiliates for the generation, transportation and delivery of electricity (collectively, the “Project Property”) and issue its Series 20[20] Bonds to finance the costs of the Project in whole or in part, including, but not limited to, reimbursement of any costs incurred by the Company and payment of transaction expenses related thereto; that the Series 20[20] Bonds would be issued pursuant to an Indenture for the Series 20[20] Bonds (the “Indenture”) entered into among the County, the Company, one or more affiliates of the Company, as purchaser of the Series 20[20] Bonds (the “Purchaser”) and one or more financial institutions organized as a national bank under the laws of the United States, as depository (the “Depository”); the County would enter into a sublease agreement with the Company for the Series 20[20] Bonds for lease or sublease of the site for the Project (the “Sublease Agreement”) and would enter into a lease or sublease with the Company for the Series 20[20] Bonds (the “Lease Agreement”) under

which the Project Property would be leased and sold to the Company and the Company would make payments sufficient to pay the principal of and interest on the Series 20[20] Bonds; that the County is authorized to enter, deliver and perform all its obligations under the Bond Documents (defined below) and to issue, execute and deliver the Series 20[20] Bonds to be sold to the Purchaser pursuant to the bond purchase agreement for the Series 20[20] Bonds (the “Bond Purchase Agreement”) to be entered into among the County, the Purchaser and the Company, and together with the Lease Agreement, the Sublease Agreement and the Indenture, the “Bond Documents”); that the County has concluded it is desirable to authorize the issuance of the Series 20[20] Bonds to finance the Project and that the issuance of the 20[20] Bonds constitute a valid public purpose under the Act; that the Vaughn Municipal School District, the Corona Public School District [and the Estancia Municipal School District] (collectively, the “Districts”) have approved the acquisition of the Project Property by the County and of the annual in-lieu tax payments (“PILT Payments”) that Company will pay the Districts as provided under the terms of the Lease Agreement; and that notice of the Board’s intention to consider adoption of the Bond Ordinance was published in conformance with legal requirements.

Sections 1 through 3 ratify previous action taken toward approval of the issuance and sale of the Series 20[20] Bonds; provide that the Board has considered relevant information presented to it relating to the Series 20[20] Bonds and the Project; provide that the Board has made certain findings including that the purpose for issuance of the Series 20[20] Bonds is to finance the Project; provide that the Company is the developer of the Project and that the Company (or its respective successors, assigns or affiliates) will operate the Project; and provide that the issuance of the Series 20[20] Bonds upon the terms set forth in the Bond Ordinance and a supplemental resolution, if

applicable, and in the principal amount not to exceed \$ _____, is approved and confirmed.

Sections 4 through 5 provide for the approval of the form, terms and provisions of the Bond Documents and the form and terms of the Series 20[20] Bonds; that the Board Chair or the County Manager are each individually authorized to approve revisions to the Bond Documents with the approval of such revisions to be evidenced by the execution and delivery of such documents; provide that the Board Chair or County Manager are each individually authorized to execute and deliver, and the County Clerk or Deputy County Clerk are authorized to attest, as appropriate, the Bond Documents and the Series 20[20] Bonds; that the Board Chair or County Manager are each individually authorized and provide that the County Clerk and Deputy County Clerk are further authorized to execute and deliver all certifications, instruments, security agreements, subordination agreements and consents and other documents as requested by the Company or any lender or lender or tax credit participant providing financing for the Project, and to take all actions for the carrying out of the transactions contemplated by the Bond Ordinance, as supplemented, if applicable, the Bond Documents and the Series 20[20] Bonds; and making certain determinations regarding payment of the Series 20[20] Bonds for the insuring and maintenance of the Project.

Sections 6 through 8 provide that the Series 20[20] Bonds are special limited obligations of the County, payable solely from the Basic Rent (as defined in the Lease Agreement), and that the Series 20[20] Bonds shall never constitute a debt or indebtedness of the County or the State within the meaning of any provision or limitation of the State Constitution or statutes, and shall not constitute or give rise to a pecuniary liability of the County or charge against its general credit or taxing power; provide that the Company will act as agent of the County with respect to the Project

and acquisition of the Project Property; and provide that no covenant, obligation or agreement of the County with respect to the Bond Ordinance, the Bond Documents or the Series 20[20] Bonds shall constitute a covenant, obligation or agreement of any official, officer, Board member or employee of the County in his/her individual capacity and that neither the members of the Board nor any officials executing the Series 20[20] Bonds shall be liable personally on the Series 20[20] Bonds or be subject to personal liability by reason of the issuance thereof.

Sections 9 through 13 provide for an indemnification in the Lease Agreement of the County and its Board and other officials from and against liability to the Company and to any third parties; provide that the Bond Ordinance is irrevocable while the Series 20[20] Bonds are outstanding; provide severability and repealer provisions and direct the authentication and recording of the Bond Ordinance; and provide for the publication of notice of adoption of the Bond Ordinance and the form of Summary of the Bond Ordinance for publication.

This notice constitutes compliance with the Public Securities Limitation of Action Act, NMSA 1978, Sections 6-14-4 to-7 (1975).

(End of Form of Summary for Publication)

[Signature page follows]

PASSED, ADOPTED, SIGNED AND APPROVED this [8th] day of January, 2020.

BOARD OF COUNTY COMMISSIONERS,
TORRANCE COUNTY, NEW MEXICO

(SEAL)

Ryan Schwebach, Commissioner

Javier Sanchez, Commissioner

Kevin McCall, Commissioner

ATTEST:

Linda Jaramillo, County Clerk

[Ordinance No. 2020-[__] Signature Page]

Commissioner [INSERT NAME] then moved that the ordinance as filed with the County Clerk be passed and adopted. Commissioner [INSERT NAME] seconded the motion.

The question being upon the passage and adoption of said ordinance, the motion was voted upon with the following result:

Those Voting Yea:

[Ryan Schwebach, Chair]
[Javier Sanchez, Member]
[Kevin McCall, Member]

Those Voting Nay:

[None]

Those Absent:

[None]

The [Chair] thereupon declared that at least a majority of all the members of that Board having voted in favor thereof, the motion was carried and the ordinance duly passed and adopted. After consideration of matters not relating to the ordinance, the meeting on motion duly made, seconded and [unanimously] carried, was adjourned.

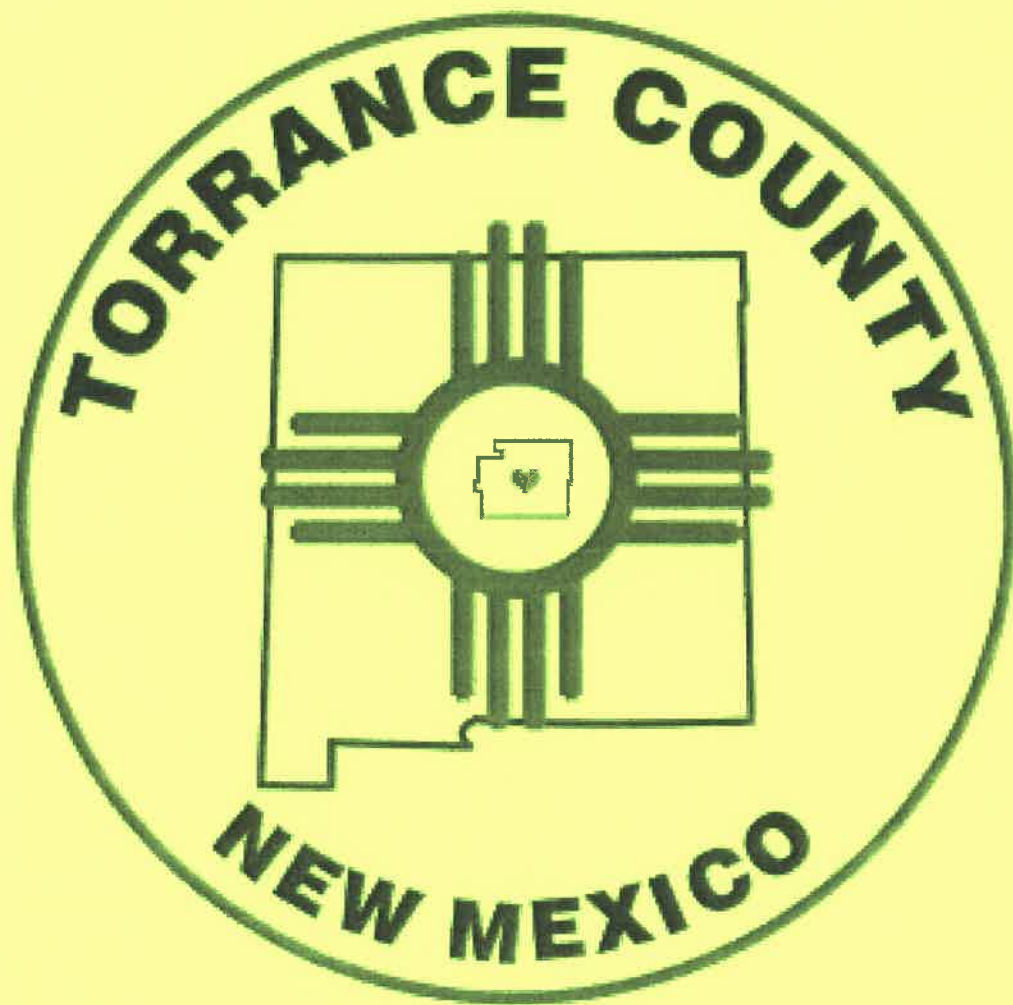
BOARD OF COUNTY COMMISSIONERS
TORRANCE COUNTY, NEW MEXICO

By _____
Ryan Schwebach,
Chair

(SEAL)

Attest:

By _____
Linda Jaramillo,
County Clerk



*Agenda Item
No. 12-A*



*Agenda Item
No. 12-B*



Torrance County

Planning & Zoning

P.O. Box 48 205 S 9th Street
Estancia, NM 87016
(505) 544-4393 Main Line (505) 384-5294 Fax
www.torrancecountynm.org

2020 Planning & Zoning Board Meeting Schedule

Pursuant to NMSA Chapter 10, Article 15, OPEN MEETINGS, Torrance County announces meeting dates as follows for the year 2020

<u>Meeting Date</u>	<u>Deadline for Application Submissions</u>
January 6, 2020	December 5, 2019
February 5, 2020	January 7, 2020
March 4, 2020	February 6, 2020
April 1, 2020	March 5, 2020
May 6, 2020	April 2, 2020
June 3, 2020	May 7, 2020
July 1, 2020	June 4, 2020
August 5, 2020	July 2, 2020
September 2, 2020	August 6, 2020
October 7, 2020	September 3, 2020
November 4, 2020	October 8, 2020
December 2, 2020	November 5, 2020
January 6, 2021	December 3, 2020

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

Please note:

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

2020 Calendar (United States)

Calendarpedia
Your source for calendars

January 2020

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

February 2020

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020

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

April 2020

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

May 2020

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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020

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

July 2020

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

August 2020

Su	Mo	Tu	We	Th	Fr	Sa
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020

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

October 2020

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

November 2020

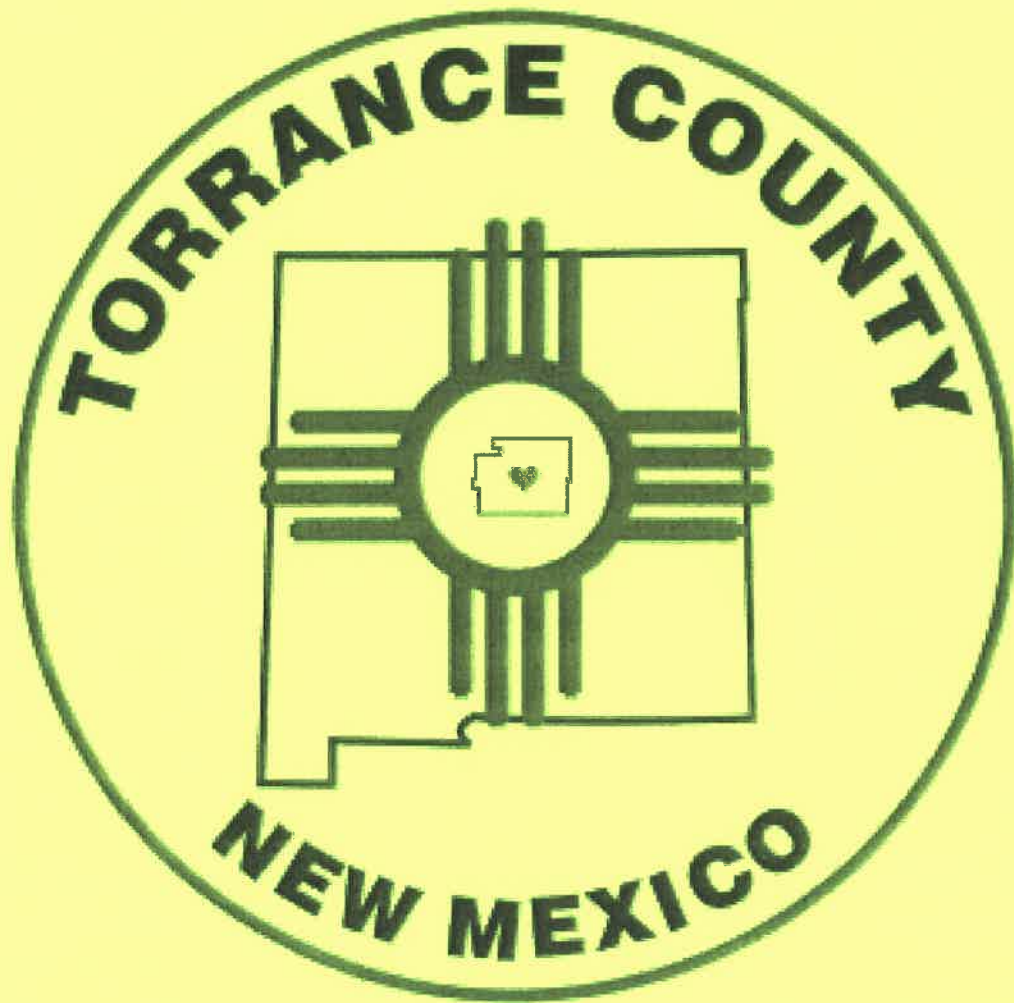
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020

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



*Agenda Item
No. 12-C*



*Agenda Item
No. 12-D*

PROFESSIONAL SERVICES CONTRACT FOR TORRANCE COUNTY

RFP TC-FY20-03

Juvenile Justice Continuum Coordinator

THIS AGREEMENT is entered by and between the County of Torrance, hereinafter referred to as “County,” and Rebecca Armstrong, whose address is 8 Mesa Linda Drive, Edgewood, NM 87015, hereinafter known as the “Contractor” and/or “Continuum Coordinator.”

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

WHEREAS, the terms of said agreement require compliance with all applicable Federal and State laws, rules, and regulations, and

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

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

1. Period of Agreement

This Agreement shall become effective upon approval of the Board of County Commissioners, herein after referred to as the “Board,” and shall automatically renew on July 1, 2021 for two (2) additional one-year terms, expiring on June 30, 2023, unless terminated pursuant to Article 5 or Article 9, infra.

2. Statement of Work

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

3. Limitation of Cost

The total amount of the monies appropriated to the Contractor and made payable to the Contractor under this Agreement, excluding gross receipt taxes, but including expenses for travel to designated meetings and trainings, shall not exceed thirty-three, thousand nine hundred dollars and zero cents (**\$33,900.00**) for a 12-month period and as approved by CYFD. The annual budget is attached hereto as “**Attachment 2 – Budget**” and incorporated herein by reference.

4. Compensation

- a. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed \$33,900.00 for a 12-month period and as approved by CYFD. Payments shall only be made as outlined in the budget which is made part of this Agreement as “**Attachment**

2-Budget.” This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.

- b. The County shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the “**Attachment 1 – Statement of Work.**” The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. All Juvenile Justice Advisory Council (JJAC) invoices for payment by the County to the Contractor MUST BE received by the County no later than five (5) days after the end of the month. All Program Invoices for payment by CYFD to the County MUST BE received by the County no later than thirteen (13) days after the end of each month and the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.
- c. Contractor must submit a detailed statement of accounting for all services performed and expenses incurred. If the County finds that the services are not acceptable, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, the County shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services been rendered and are acceptable, payment shall be tendered to the Contractor within thirty (30) days after the date of acceptance.

5. Appropriations

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

6. Status of Contractor

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

7. Campaign Disclosure.

The Contractor shall submit a signed Campaign Contribution Disclosure form included with RFP TC-FY20-03, Appendix F.

8 Return of Funds

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

9. Termination of Agreement

- a. This agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. The provision is not exclusive and does not waive other legal rights and remedies afforded the County or state of New Mexico in cases including, but not limited to, contractor's default/breach of contract.
- b. The County reserves the right to immediately terminate the Agreement for cause.

10. Maintenance of Records

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain all program reports and detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect. These records shall be maintained by the Contractor for three (3) years from the date of final payment under this Agreement and submitted to the County on a monthly basis. The County will maintain these records in a centralized location for a period of seven (7) years from the date of final payment. 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.

11. 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, entity, or organization by the Contractor without the prior written approval of the County.

12. Product of Service -- Copyright

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

13. 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 this 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 any way 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, (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 13 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 13 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 13 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 13(B).

14. Bribes, Gratuities and Kickbacks Prohibited.

Bribes, gratuities, and kickbacks are expressly prohibited. This contract incorporates by reference, as if fully stated herein, the applicable criminal laws prohibiting bribes, gratuities and kickbacks, including but not limited to, §13-1-191, §30-24-1, §30-24-2, §30-41-1, §30-41-2, and §30-41-3. NMSA 1978.

15. Amendments

This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed by the parties hereto and all other required signatories.

16. 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.

17. 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.

18. 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.

19. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. Seq., NMSA 1978, as amended.

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

20. Sub-Contracts

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

21. Release

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

22. Insurance

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

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

23. 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.

24. Workers' Compensation

The Contractor agrees to comply with state laws, rules, and regulations applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act, §52-1-1, et. seq., and applicable rules and regulations when required to do so, this Agreement may be terminated by the County.

25. Severability

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.

26. 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.

27. 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.

28. Lobbying Certification

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

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

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

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 Officer

Date: _____

Printed Name: Noah J. Sedillo
Address: 205 S Ninth Street; Estancia, NM 87016

By: _____
Torrance County Attorney

Date: _____

Printed Name: John Butrick
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

Attest:

Linda Jaramillo
Torrance County Clerk

Kevin McCall
Commissioner, District I

Javier Sanchez
Commissioner, District III

Attachment 1 – Statement of Work

Torrance County

Juvenile Justice Continuum Coordinator

The Torrance County Board of County Commissioners, herein after known as “Board,” is contracting for a Juvenile Justice Continuum Coordinator, herein after known as the “Continuum Coordinator” or “Contractor,” who will work to coordinate and support the Estancia Valley Youth & Family Council (EVYFC), its programs, and its relationship with other agencies, and the local and state community. The goal of the EVYFC is to decrease incidences of juvenile delinquency in the community while increasing emphasis on prevention and early intervention. Work is performed as a contract, and the Continuum Coordinator is required to provide the necessary equipment needed to perform the job. The Continuum Coordinator ensures compliance with contractual requirements between the County of Torrance, herein after referred to as “County,” Children Youth and Families Department (CYFD), and the EVYFC. The Continuum Coordinator will complete reports, collect and verify data, work with the County to submit grant applications as necessary, and foster relationships within the community that will benefit at-risk youth and their families. The Continuum Coordinator will strive to recruit youth who will participate in the activities of the EVYFC. The Continuum Coordinator is responsible for submitting invoices to the County and CYFD and guarantees the accuracy of these and all submitted documents. The Contractor takes direction and supervision from the County, and receives operational guidance from the EVYFC. The contract will be executed, amended, or terminated, by the approval of the Board.

BUDGET

The Statement of Work is for a 30-hour per week position for 50 weeks during a 12-month period (\$22/hour x 1500 hours). A budget including professional services shall not exceed \$33,900.00 The County will pay NM GRT (see Attachment 2 – Budget).

ESSENTIAL FUNCTIONS

Duties and Responsibilities of the Continuum Coordinator

1. Ensure the EVYFC, and any programs developed by it, fulfills all goals, objectives, and activities as agreed upon by the County and CYFD. Supervise subcontracted service providers to coordinate/oversee the programmatic delivery of subcontract requirements including, but not limited to, the local Boys Council and Girls Circle;
2. Organize, coordinate, and provide staff support for the EVYFC and any development activities in conjunction with the EVYFC Chairperson. This includes preparing meeting agendas, handouts, minutes, and presentations; coordinating an annual work session for EVYFC; expanding current services to include new venues; researching potential new evidence-based programs/services to determine feasibility and implementation strategies, and then facilitating implementation; and ensuring the continuity of information between EVYFC, its members, the County, CYFD, and the community.
3. Inform CYFD’s Program Manager of the date of each EVYFC meeting and submit a copy of the written minutes of each meeting, within thirty (30) days of the meeting;
4. Include and reference the CYFD and EVYFC logo in any correspondence and media communications.
5. Submit to the County monthly requests for reimbursement of contractor and subcontractor services by the fifth (5) day of the following month, which the County shall review prior to submission to the CYFD Program Manager. Contractor will receive a once per month payment by the twelfth (12) of each month.

Failure to submit such financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment.

6. Submit requests for reimbursement by the due date of the fifteenth (15) day of the following month, unless otherwise approved by CYFD's Program Manager, in advance. Such requests will be submitted on CYFD Program Invoice and Expenditure Report forms, signed and dated by an authorized agent of the County. Failure to submit such financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment.
7. Provide data reports as required by CYFD and the federal government, corresponding to the activities described in this Statement of Work and the Statement of Work produced by CYFD. Such reports will be submitted in a report format supplied by CYFD. These data reports will be submitted to the County by the fifth (5) of each month, and the County shall review prior to submission to the CYFD Program Manager. Data shall be submitted to CYFD by the due date of the fifteenth (15) day of the following month, unless otherwise approved by CYFD's Program Manager, in advance. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment.
8. Attend meetings as required by the County and/or CYFD.
9. Complete field work required in conducting community relations activities and juvenile delinquency diversion programs and prevention programs.
10. Complete minimal out-of-town travel as required by the County and/or CYFD.
11. Participate and agree to periodic on-site monitoring visits by the County and/or CYFD upon reasonable notice to the Contractor prior to each visit.
12. Submit to CYFD a written "Final Report," following review and approval by the County, no later than 30 days after the termination of this Agreement and such other reports deemed necessary by CYFD. The Final Report shall contain at a minimum, but not be restricted to:
 - a. accomplishments/milestones achieved during this Agreement period;
 - b. reporting on program specific performance measures and related outcomes;
 - c. statements regarding obstacles and progress made;
 - d. continuing development and improvement of the Comprehensive Strategic Plan for the continuum programs and services; and
 - e. plan for sustainability of programs/services.

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

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

1. High School Diploma or equivalent and experience in project management, public relations, and two years supervisory/management experience;
2. Demonstrated knowledge of accounting, administration, governmental policies; time management, policy and program development, public speaking, and writing, including proposals and reports;

3. Demonstrated ability to integrate coalitions; communicate effectively; and develop, organize and implement community and public relations programs and policies;
4. Effectively work with media outlets in disseminating information about community programs;
5. Demonstrate ability to organize and facilitate meetings of volunteers and/or community leaders, and prepare meeting agendas and minutes;
6. Proof of general and professional liability insurance; and New Mexico CRS and Data Universal Numbering System (DUNS) numbers.
7. Skill in communicating effectively both orally and in writing;
8. Skill in establishing and maintaining effective working relationships with government entities, law enforcement officials, the general public, and peers.
9. Applicants must also meet the following requirements:
 - a. Be at least twenty-one (21) years of age;
 - b. Be a United States Citizen;
 - c. Have a valid New Mexico driver's license;
 - d. Not have been convicted of a felony or any domestic violence conviction or other crime involving moral turpitude;
 - e. Submit to a thorough background investigation;
 - f. No DUI convictions within the last five years; and be willing to complete drug and alcohol testing according to Torrance County policy to fill this safety sensitive position.
 - g. Be proficient with keyboarding, computer systems, and software including Microsoft Excel and Word;
 - h. Abide by the Torrance County Employee Code of Conduct.

PREFERRED QUALIFICATIONS:

1. Demonstrated ability to conduct program strategic planning and mission development, evaluate program effectiveness based on stated goals and objectives, and prioritize efforts as allowed by funding;
2. Demonstrated knowledge of underage substance abuse issues, juvenile justice, and delinquency prevention issues in New Mexico to include prevention, public information and education, law enforcement, screening, substance abuse treatment, compliance monitoring, and alternative sentencing;
3. Demonstrated knowledge of local government processes for the procurement of services and goods, ability to develop and negotiate scope of services for professional service contracts, and ability to monitor contractors in meeting grant and contractual obligations;
4. Demonstrated ability to secure grant funding for local government EVYFC programs, knowledge of funding sources for EVYFC program activities and programs, working relationships with key personnel in state agencies instrumental in Community Action Board-related issues, and experience with legislative processes relative to laws and program funding in New Mexico;
5. Demonstrated ability to interact positively with local school systems on all juvenile justice issues; and
6. Associate or Bachelor's Degree.

DISCLAIMER

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

Attachment 2 – Budget

Torrance County

Juvenile Justice Continuum Coordinator Budget

Professional Services: Maximum compensation during a 12-month period for Juvenile Justice Continuum Coordinator services	\$33,000
Travel: Mileage reimbursement and per diem for attending two closest New Mexico Juvenile Justice Advisory Committee (JJAC)/Coordinator meetings	\$900
TOTAL BUDGET	\$33,900

Amendment No. 1

PROFESSIONAL SERVICES CONTRACT FOR TORRANCE COUNTY

RFP TC-FY20-03

Juvenile Justice Continuum Coordinator

THIS AMENDMENT is entered by and between the County of Torrance, hereinafter referred to as "County," and Rebecca Armstrong, herein after known as the "Contractor."

1. Sole Provider

Contractor agrees that she will be the sole provider to serve as the Juvenile Justice Continuum Coordinator for the County. The Contractor agrees payment for her services as Juvenile Justice Continuum Coordinator will be made by the County to VIA Homes & Development, LLC, herein after known as "VIA Homes," located at 8 Mesa Linda Dr., Edgewood, NM 87015, CRS #: 03-082310-00-2, of which Contractor is identified as an organizer. No other person associated with VIA Homes, including but not limited to VIA Homes itself, will provide services as specified in this contract or as listed in the Statement of Work.

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

By: _____ Date: _____
Contractor

Printed Name: _____
Address: _____

By: _____ Date: _____
Torrance County Manager

Printed Name: Wayne Johnson
Address: 205 S Ninth Street; Estancia, NM 87016

By: _____ Date: _____
Torrance County Purchasing Officer

Printed Name: Noah J. Sedillo
Address: 205 S Ninth Street; Estancia, NM 87016

By: _____
Torrance County Attorney

Date: _____

Printed Name: John Butrick
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

Attest:

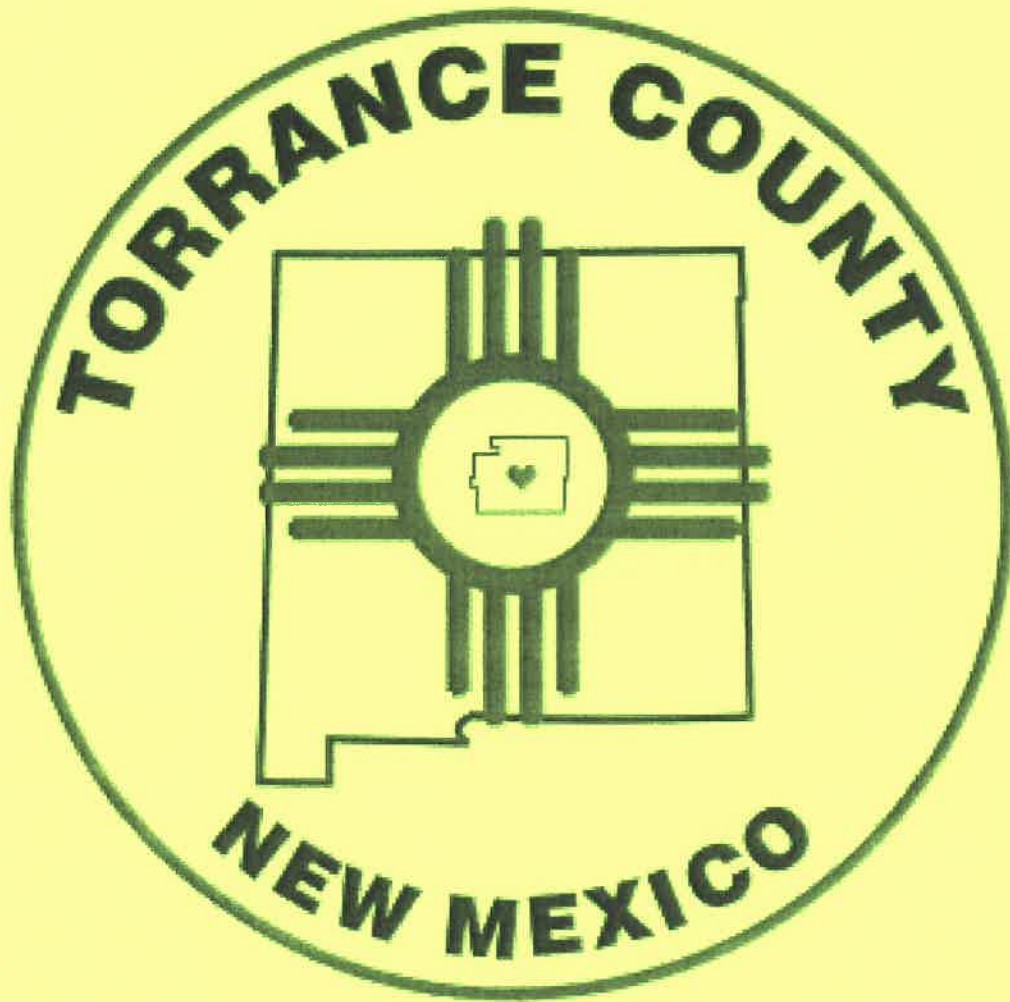
Linda Jaramillo
Torrance County Clerk

Javier Sanchez
Vice Chairman, District III

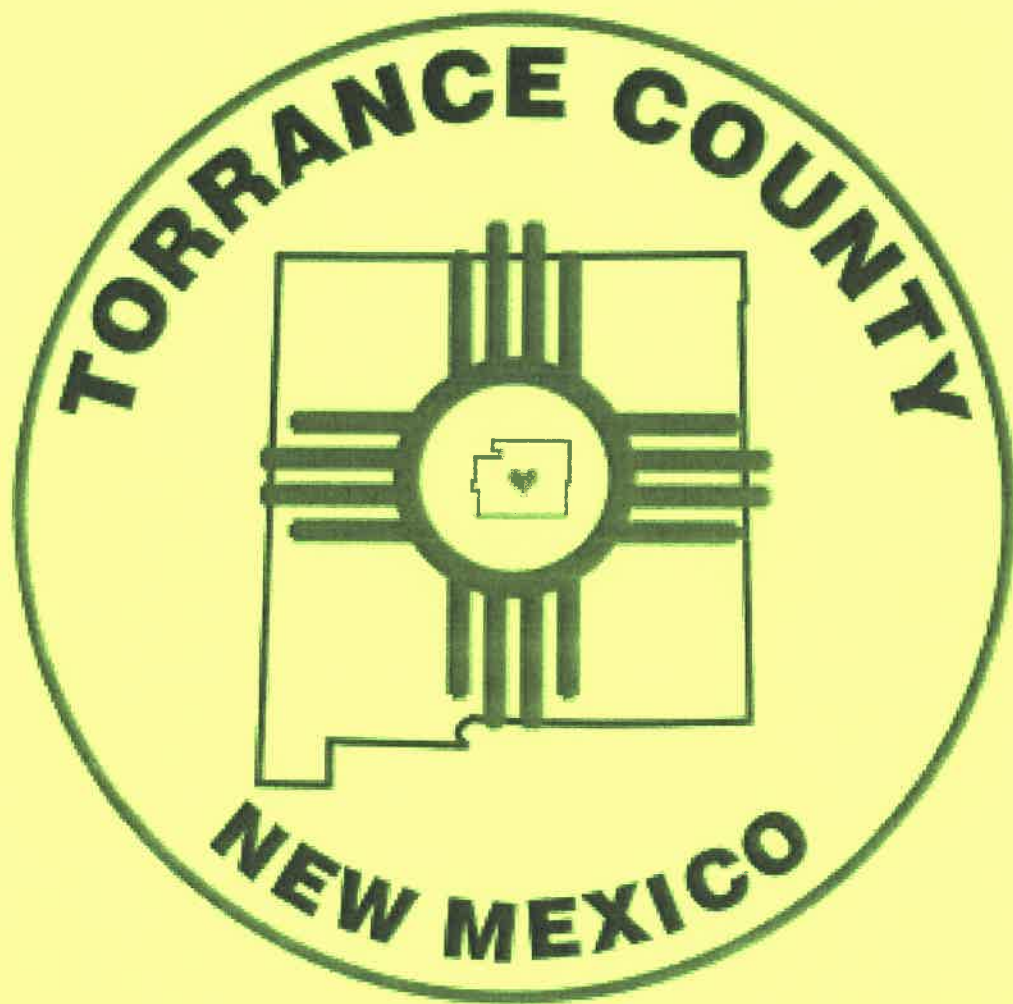
Kevin McCall
Commissioner, District I



*Agenda Item
No. 13-A*



*Agenda Item
No. 14-A*



*Agenda Item
No. 15*



*Agenda Item
No. 16*