

TORRANCE COUNTY
COMMISSION MEETING
September 23, 2020
9:00 A.M.

For Public View
Do Not Remove



Torrance County
BOARD OF COUNTY COMMISSIONERS (BCC)
Kevin McCall, District 1
Ryan Schwebach, District 2
Javier Sanchez, District 3

Janice Barela, Interim County Manager

**ADMINISTRATIVE MEETING
AGENDA**

WEDNESDAY, September 23, 2020 @ 9:00 AM

- 1. Call to Order**
- 2. Invocation and Pledge of Allegiance**
- 3. Changes to the Agenda**
- 4. PROCLAMATIONS**
- 5. CERTIFICATES AND AWARDS**
- 6. BOARD AND COMMITTEE APPOINTMENTS**
- 7. PUBLIC COMMENT and COMMUNICATIONS**
- 8. APPROVAL OF MINUTES**
 - A. COMMISSION:** Motion to approve the September 9, 2020, Torrance County Board of County Commission Minutes.
- 9. APPROVAL OF CONSENT AGENDA**
 - A. FINANCE:** Approval of Payables.
 - B. PLANNING & ZONING:** Motion to Approve Planning & Zoning Recommendation for Special use Request Pattern Energy Group.
- 10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**
- 11. ADOPTION OF RESOLUTION**
 - A. ROAD:** Motion to approve FY2020/2021 State CO-OP Agreements/Contracts CAP Project, Resolution No. 2020-_____.

- B. **ROAD:** Motion to approve FY2020/2021 State CO-OP Agreements/Contracts SB Project, Resolution No. 2020-_____.
- C. **ROAD:** Motion to approve FY2020/2021 State CO-OP Agreements/Contracts SP Project, Resolution No. 2020-_____.
- D. **GRANTS:** Motion to approve the execution and delivery of a local planning grant agreement between the NM Finance Authority and Torrance County, Resolution No. 2020-_____.
- E. **FINANCE:** Motion to approve Disposition of vehicles. Resolution No. 2020-_____.

12. APPROVALS

- A. **ROAD/ PROCUREMENT:** Motion to authorize County Manager to execute Professional Services Agreement for Architectural Services for the Torrance County Road Shop.
- B. **FINANCE:** Motion to authorize County Manager to execute Contract regarding Tyler software.
- C. **COMMISSION:** Motion to approve Contract for Janice Y. Barela as Torrance County Manager.

13. DISCUSSION

- A. **MANAGER:** EMWT update, Bobby Ortiz.

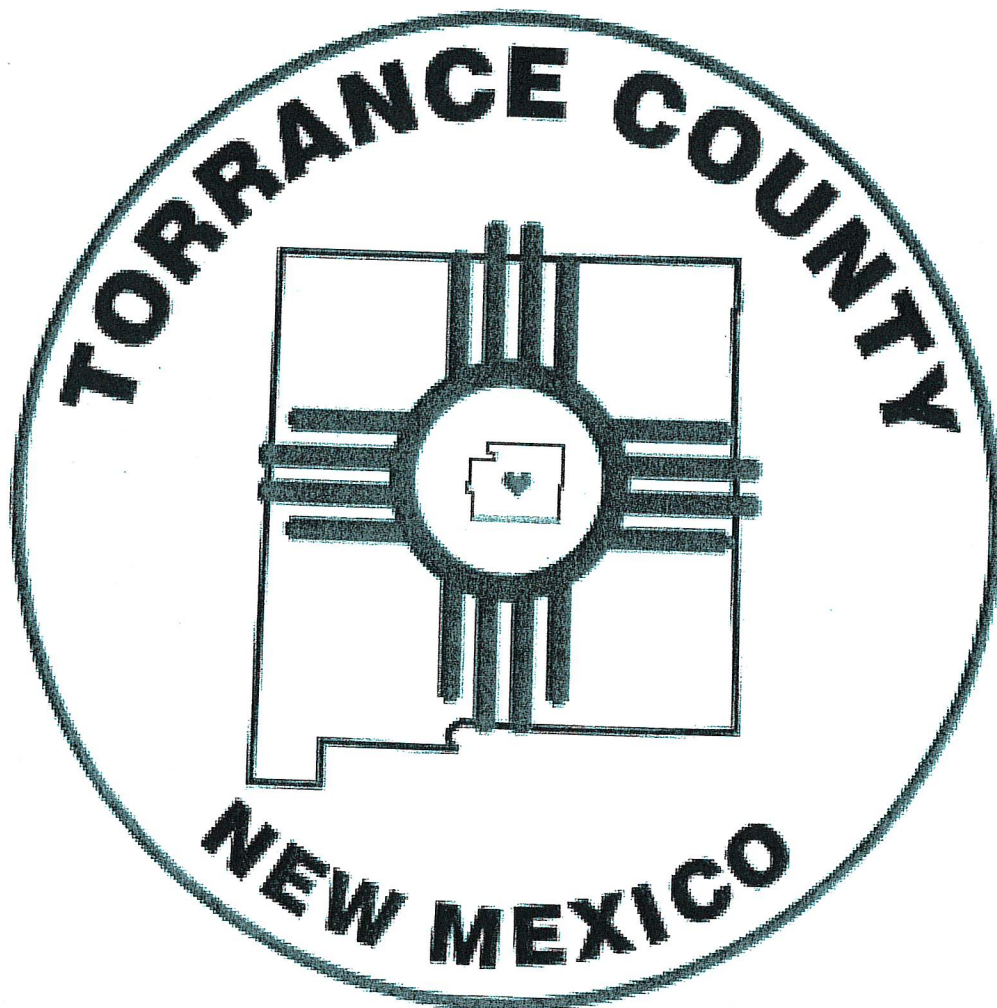
14. EXECUTIVE SESSION

- A. **MANAGER:** Purchase of real property for Emergency Management. Closed pursuant to NMSA § 10-15-1(H)(8).
- B. **MANAGER:** Purchase of the County Fairgrounds, closed pursuant to Section 10-15-1(H)(8).

- 15. **Announcement of the next Board of County Commissioners Meeting:**
October 14, 2020 @ 9:00 AM

16. SIGNING OF OFFICIAL DOCUMENTS

17. ADJOURN

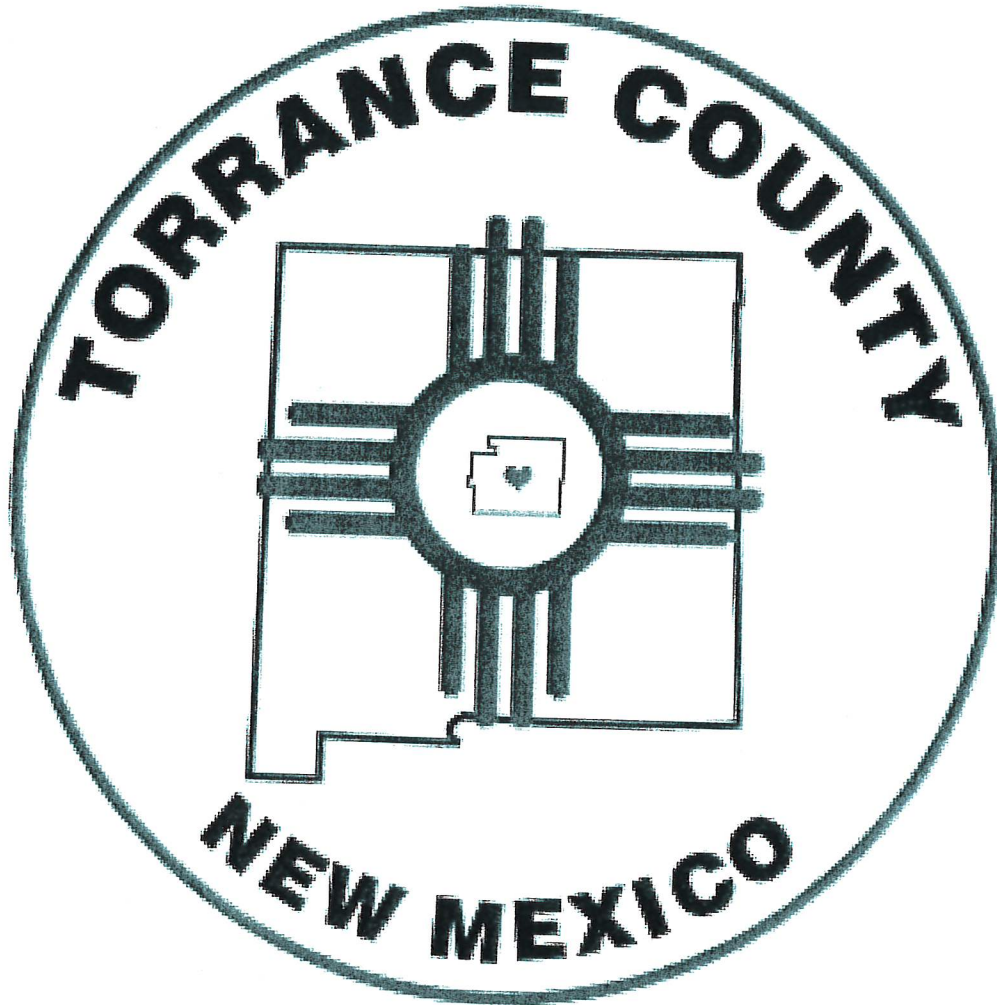


*Agenda Item
No. 1*



Agenda Item

No. 2



Agenda Item
No. 3



Agenda Item

No. 4



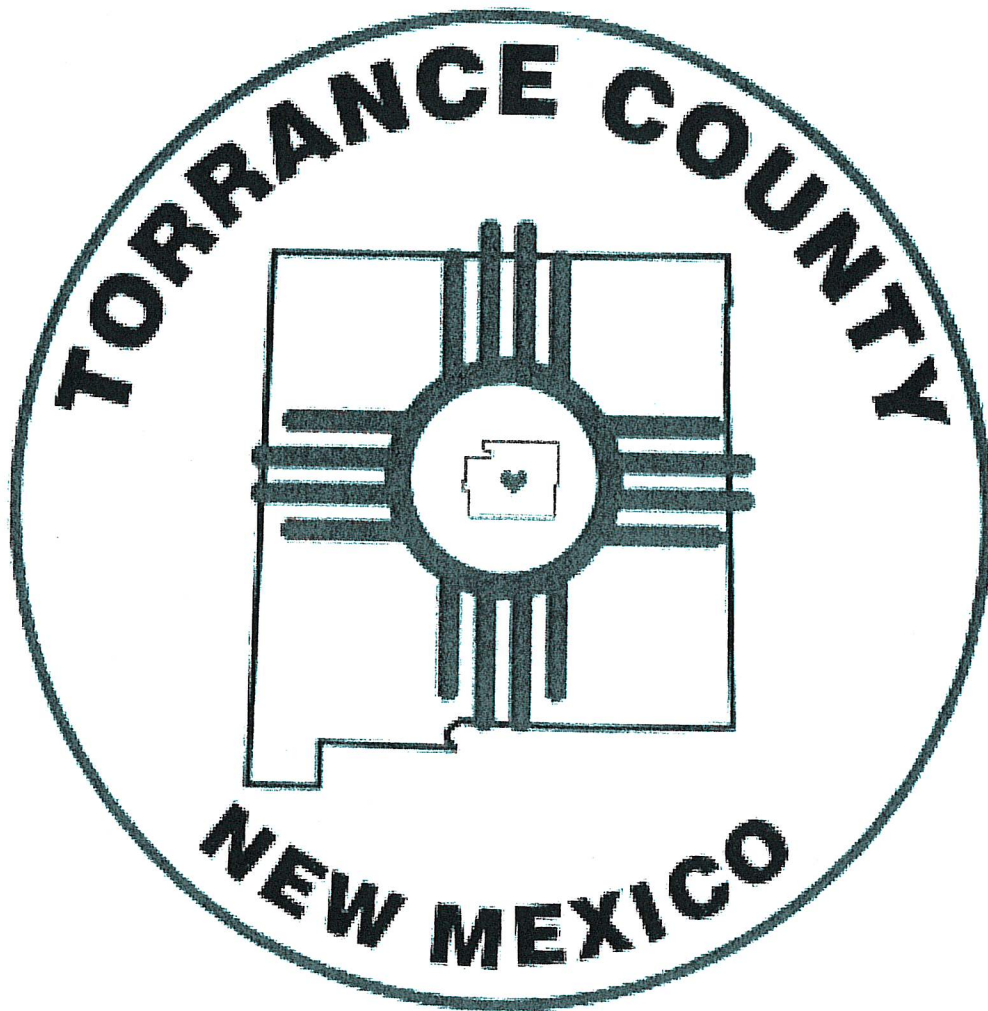
Agenda Item
No. 5



Agenda Item
No. 6



*Agenda Item
No. 7*



Agenda Item
No. 8-A

DRAFT COPY
Torrance County Board of Commissioners
Regular Commission Meeting
September 9, 2020
9:00 AM

Commissioners Present:

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

Others Present:

JANICE BARELA – INTERIM COUNTY MANAGER
JOHN BUTRICK – COUNTY ATTORNEY
GENELL MORRIS – ADMINISTRATIVE ASSISTANT

1. Call Meeting to order

Chairman Schwebach: Calls September 9, 2020 Regular Commission Meeting to order at 9:03 AM

- 2. Pledge lead by: Chairman Schwebach**
Invocation lead by: Commissioner McCall

- 3. Changes to the Agenda: Defer agenda items 11-E, 11-F,11-G, 12-A and 12-B.**

Chairman Schwebach: Motion to defer agenda items 11-E, 11-F,11-G, 12-A and 12-B.

Commissioner McCall: Seconds the motion.

Roll Call Vote: MOTION CARRIED

4. PROCLAMATIONS- None

A. DWI: Naming September as “Suicide Awareness and Prevention Month in Torrance County”

Tracey Master – DWI Coordinator: Proclamation asking the Commission to make September suicide awareness and prevention month was read. Hereto Attached

Chairman Schwebach: Motion to approve

Commissioner McCall: Seconds the motion.

Roll Call Vote: MOTION CARRIED

5. CERTIFICATES AND AWARDS

A. DWI: Certificates of Recognition for TC Sheriff's Office, Dispatch, Fire Department and Animal Shelter.

Tracey Master – DWI Coordinator: Gave certificates of recognition to the TC Sheriff's Office, Dispatch, Fire Department and Animal Shelter for their hard work dealing with traffic accident, DWI's and various issues throughout the County.

6. BOARD AND COMMITTEE APPOINTMENTS - None

7. PUBLIC COMMENT and COMMUNICATIONS

Linda Jaramillo – Torrance County Clerk: As of today, we have received almost 800 absentee application and anticipate receiving 2500-3000 for this election. Informational letters and absentee applications will be mailed out September 14, 2020 from our office. Absentee by mail will begin October 6th. Early voting will be from October 6th thru October 31st 7:30 am to 5:30 pm here in the Torrance County Administrative Building. Alternate voting in Moriarty at the Civic Center, October 17th thru October 31st 10:00 am-6:00 pm. Ballots can be dropped off at both early voting sites and any site on election day. All polling locations are VCC including Duran and Encino. If someone does not get their ballot, they can call our office and sign an affidavit they requested a ballots and have not received it and receive a replacement ballot.

8. APPROVAL OF MINUTES

A. COMMISSION: Motion to approve the August 26, 2020 Torrance County Board of County Commission Minutes

Chairman Schwebach: Motions to approve August 26, 2020 Torrance County Board of County Commission Minutes

Commissioner McCall: Seconds the motion.

Roll Call Vote: MOTION CARRIED

9. APPROVAL OF CONSENT AGENDA

FINANCE: Approval of Payables

Chairman Schwebach: Motion to approve payables.

Commissioner McCall: Seconds the motion.

Roll Call Vote: MOTION CARRIED

10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE

11. ADOPTION OF RESOLUTION

- A. FINANCE:** Motion to approve budget increase: DWI (reverted funds) and Clerk (additional election costs), Resolution No. 2020-33.

Jeremy Oliver – Finance Director: The DWI reverted funds need to be returned back to the state, these funds can be reapplied for in October. The Clerks additional election cost is a reimbursement from the primary election and likely to get another reimbursement for the General election, this is due to COVID and additional costs.

Chairman Schwebach: Motion to approve budget increase.

Commissioner McCall: Seconds the motion.

Roll Call Vote: MOTION CARRIED

- B. FINANCE:** Motion to approve Disposition of Vehicles, Resolution No. 2020-34

Jeremy Oliver – Finance Director: We have a total of 5 vehicles going up for disposition. Our plan is to hold a sale in the parking lot, seal bid auction. Sale from 2 of the vehicles will be deposited into the general fund, 2 will be deposited in the Jail fund and 1 will be deposited in the law enforcement protection fund. This is based on how the vehicles were originally purchased. All vehicles are valued under \$5000, before accounting for any mechanical defects. We will announce this in the Commission meeting, social media, our website, and flyers. We are looking at advertising around 3 to 4 weeks and sales in about 7 weeks.

Chairman Schwebach: Motion to approve Disposition of Vehicles, Resolution No. 2020-34

Commissioner McCall: Seconds the motion.

Roll Call Vote: MOTION CARRIED

- C. ASSESSOR:** Motion to approve the 2020 Imposition of Mill Rates, Resolution No. 2020-35.

Jessie Lucero – County Assessor: The Assessor certifies all Torrance County properties and sends values to the State, the state compiles all the county's needs, and they determine the mill rate for each taxing district. This will be the 1st year in the 6 years that I have been the deputy and now Assessor that the mill rates have dropped across every school district, municipality, and all around the county. The more properties we value and correct these accounts the benefits shows across the board for the entire county. The Assessor does not raise or lower taxes, we just value property.

Commissioner McCall: Motion to approve 2020 Imposition of Mill Rates, Resolution No. 2020-35.

Chairman Schwebach: Seconds the motion.

Roll Call Vote: MOTION CARRIED

D. GRANTS: Motion to approve the FY2022-2026 Infrastructure Capital Improvement Plan (ICIP), Resolution No. 2020-36.

Cheryl Allen – Grant Manager: Within the packet is the plan for Torrance County and the 3 senior centers. There was a request to add an additional project, for planning design and construction of a helicopter pad in Torreon. We do not have enough information to complete the worksheet for the ABO water system development project. We are lacking population, how many people will be served by this water system, how deep the well will be and how big of an area we will be serving.

Commissioner Sanchez: We can get you the needed information by Thursday of next week.

Cheryl Allen – Grant Manager: If we want to do the helicopter pad, we need the information by the same date.

Commissioner Sanchez: A helipad is needed in the area, but the property is not determined yet. This is not something we want to request money for this year, we want this down on the list. The dispatch commission will be the best place to start the conversation.

Commissioner McCall: Does it count against us if we submit a project without all the information.

Cheryl Allen – Grant Manager: I do not know if it counts against us, it is not recommended to have a place holder project.

Chairman Schwebach: I am confident we will get the numbers of ABO. I am reluctant on the helipad partly because the \$500,000.00. We need more research; Moriarty simply has an area that is used for the helicopter. Id like to see more options. As far as ABO project if we do not get the information, we will put it on hold.

Chairman Schwebach: Motion to approve FY2022-2026 Infrastructure Capital Improvement Plan (ICIP), Resolution No. 2020-36, with the understanding that is all the information for the ABO project does not come in it will be removed from the list in a holding pattern for the future.

Commissioner McCall: Seconds the motion.

Roll Call Vote: MOTION CARRIED

E. ROAD: Motion to approve FY2020/2021 State CO-OP Agreement/Contracts CAP Project, Resolution No. 2020-_____.

DEFERED

F. **ROAD:** Motion to approve FY2020/2021 State CO-OP Agreement/Contracts SB Project, Resolution No. 2020-_____.
DEFERED

G. **ROAD:** Motion to approve FY2020/2021 State CO-OP Agreement/Contracts SP Project, Resolution No. 2020-_____.
DEFERED

12. **APPROVALS**

A. **ROAD/PROCUREMENT:** Motion to approve Professional Services Contract for Architectural Service for TC Road Shop.
DEFERED

B. **DWI:** Motion to approve bylaws for Torrance County DWI Planning Council.
DEFERED

C. **MANAGER:** Motion to approve Ratification of application and agreement for CARES Act funding.

Janice Barela – Interim County Manager: We received notification from the state that CARES Act funding was available for local governments to help offset the cost of COVID. We submitted an application in the total of \$266,052.75, we were awarded was \$166,000.00. Thank you, Cheryl for putting this together and getting this submitted in time, she worked overtime to get this completed.

Chairman Schwebach: Motion to approve Ratification of application and agreement for CARES Act funding.

Commissioner McCall: Seconds the motion.

Roll Call Vote: MOTION CARRIED

D. **MANAGER:** Motion to approve early hire of Grant Assistant.

Janice Barela – Interim County Manager: As part of your budget for FY21, a Grant Assistant was approved to be hired. The stipulation was that we would hire January 1, 2021, based on what we will have to spend on COVID, what we will get in gross receipts and how well our budget will be. Turns out we are doing well, Jeremy Oliver – Finance Director did an amazing job with our budget. There are a few areas we are saving that we can cover the cost for hiring the Grant Assistant

early. Example: Workman's Comp was \$190,000.00 a year but that came in half the price at \$90,000.00, this was in response to COVID to help out the counties, with additional relief.

Janice Barela – Interim County Manager: All the work that is having to be done in response to the COVID pandemic and the amount of work that has been added to Cheryl's workload has increased. Cheryl is not a person to go through it quickly, she is a very detailed person and makes her that much more valuable. This has been requiring a lot of overtime/comp time. I am trying to prevent her from getting burnt out. When she was initially hired her job was to find additional funding sources, she has not has the opportunity to do that with all her current workload.

Chairman Schwebach: Motion to approve early hire of Grant Assistant.

Commissioner McCall: Seconds the motion.

Roll Call Vote: MOTION CARRIED

13. DISCUSSION

A. ASSESSOR: Torrance County Assessor Annual report

Jessie Lucero – County Assessor: Assessors Office Annual Cycle: 1. Determine values for entire county 2. Notice of value sent, protest intake & state evaluation 3. Protest settlement, formal board hearing & state certification of value 4. Tax roll and warrant 5. Reappraisal of county.
PowerPoint presentation; Hereto attach.

B. MANAGER: EMWT update, Bobby Ortiz, Deferred from August 26, 2020 meeting.

Chairman Schwebach: Deferred again, Bobby Ortiz not available.

C. P & Z: Planning and Zoning Board Report, Recommendation on Special use Request Pattern Energy.

Steve Guetschow – P&Z Director: On September 2, 2020, the Torrance County Planning & Zoning Board conducted a Public Hearing in accordance with Section 24 of the Torrance County Zoning Ordinance. The subject of the hearing was the application for Special Use change in zoning for Pattern Energy Group, LP. The Board through means of roll call vote were unanimous in a "Do Pass" recommendation.
Here to Attached.

14. EXECUTIVE SESSION:

A. MANAGER: Purchase of the County Fairgrounds, closed pursuant to Section 10-15-1(H)(8).

B. MANAGER: Purchase of real property for Emergency Management, Closed pursuant to NMSA 10-15-1(H)(8).

Chairman Schwebach: Motion to enter into executive session.

Commissioner McCall: Seconds the motion.

Roll Call Vote: MOTION CARRIED

Enter into Executive Session: 10:40 AM

Chairman Schwebach: Motion to enter into regular session

Commissioner McCall: Seconds the motion.

Roll Call Vote: MOTION CARRIED

Enter into Regular session 12:50 PM

Chairman Schwebach: We are now back in regular session, we discussed 2 items; Purchase of the County Fairgrounds, closed pursuant to Section 10-15-1(H)(8). and Purchase of real property for Emergency Management, closed pursuant to NMSA 10-15-1(H)(8). no action will be taken other than the county manager moving forward with the discussions we had.

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

September 23, 2020 9:00 AM @ the Torrance County Admin Building.

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 12:51 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 our local radio station KXNM.

DRAFT COPY
Torrance County Board of Commissioners
Special CLOSED Commission Meeting
September 10, 2020
8:00 AM

Commissioners Present:

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

Others Present:

JOHN BUTRICK – COUNTY ATTORNEY
GENELL MORRIS – ADMINISTRATIVE ASSISTANT

1. Call Meeting to order

Chairman Schwebach: Calls September 10, 2020 Special Closed Commission Meeting to order at 8:04 AM

2. DISCUSSION - None

3. APPROVALS - None

4. EXECUTIVE SESSION:

A. MANAGER: Interviews of County Manager Candidates, Closed pursuant to 10-15-1(H)(2).

Chairman Schwebach: Motion to go into executive session.

Commissioner McCall: Second the motion

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

Executive Session began at 8:05 AM

Chairman Schwebach: Motion to go into regular session.

Commissioner McCall: Second the motion

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

Return to Regular Session at 12:39 PM

Chairman Schwebach: This Commission conducted interviews with 5 individuals for the Torrance County Manager position. We discussed the possible entering into

contract. At this time those are the only actions taken. John Butrick County Attorney will proceed.

5. Adjourn

Chairman Schwebach: Motions to adjourn Special Commission Meeting

Commissioner McCall: Seconds the motion.

All in favor: MOTION CARRIED

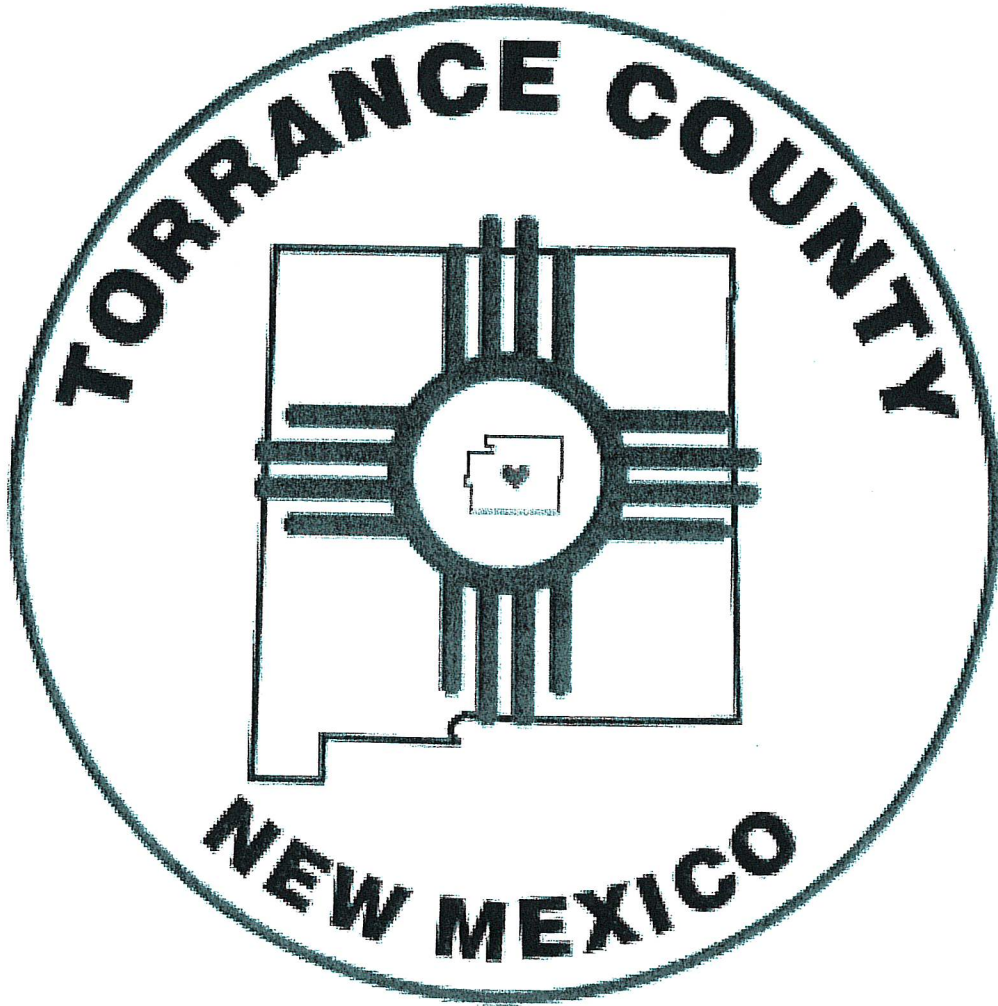
Meeting adjourned at 12:40 PM

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 our 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 86

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 2,268,731.79 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 09/17/2020 . 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

PAF

DEBITS CREDITS

** GRAND TOTAL **		2,268,731.79		.00
**TOTAL	GENERAL FUND	29,059.89		.00
**DEPT	COUNTY COMMISSION	370.00		.00
401-05-2201	MAINTENANCE & REPAIRS - VEHICLES	370.00		.00
**DEPT	PLANNING & ZONING	529.86		.00
401-08-2201	MAINTENANCE & REPAIRS - VEHICLES	285.86		.00
401-08-2205	TRAVEL - EMPLOYEES	244.00		.00
**DEPT	COUNTY MANAGER	1,827.75		.00
401-10-2202	SUPPLIES - VEHICLE FUEL	14.45		.00
401-10-2203	CONTRACTS - EQUIPMENT MAINT	897.94		.00
401-10-2206	POSTAGE	606.60		.00
401-10-2219	SUPPLIES - GENERAL OFFICE	150.66		.00
401-10-2271	CONTRACT - OTHER SERVICES	158.10		.00
**DEPT	ADMINISTRATIVE OFFICES MAINTENAN	880.82		.00
401-15-2203	CONTRACTS - EQUIPMENT MAINT	70.28		.00
401-15-2209	UTILITIES - NATURAL GAS/PROPANE	50.62		.00
401-15-2210	UTILITIES - WATER	206.70		.00
401-15-2215	MAINTENANCE & REPAIRS-BUILD/STRU	299.06		.00
401-15-2229	SUPPLIES - PAPER	254.16		.00
**DEPT	JUDICIAL COMPLEX MAINTENANCE	815.42		.00
401-16-2203	CONTRACTS - EQUIPMENT MAINT	229.90		.00
401-16-2209	UTILITIES - NATURAL GAS/PROPANE	73.44		.00
401-16-2210	UTILITIES - WATER	247.55		.00
401-16-2229	SUPPLIES - PAPER	264.53		.00
**DEPT	ELECTIONS	104.05		.00
401-21-2219	SUPPLIES - GENERAL OFFICE	104.05		.00
**DEPT	HEALTH DEPT BLDG MAINTENANCE	150.93		.00
401-24-2209	UTILITIES - NATURAL GAS/PROPANE	52.66		.00
401-24-2210	UTILITIES - WATER	98.27		.00
**DEPT	MOUNTAINAIR SENIOR CENTER MAINT	116.42		.00
401-27-2209	UTILITIES - NATURAL GAS/PROPANE	25.82		.00
401-27-2210	UTILITIES - WATER	90.60		.00
**DEPT	COUNTY TREASURER	180.90		.00
401-30-2202	SUPPLIES - VEHICLE FUEL	116.97		.00
401-30-2221	PRINTING/PUBLISHING/ADVERTISING	63.93		.00
**DEPT	ESTANCIA SENIOR CENTER MAINT	171.32		.00
401-36-2209	UTILITIES - NATURAL GAS/PROPANE	54.24		.00
401-36-2210	UTILITIES - WATER	117.08		.00
**DEPT	MORIARY SENIOR CENTER MAINT	67.11		.00
401-37-2209	UTILITIES - NATURAL GAS/PROPANE	67.11		.00
**DEPT	GRANT ADMINISTRATION	179.98		.00
401-49-2218	FURN/FIX/EQUIP	179.98		.00
**DEPT	COUNTY SHERIFF	6,827.74		.00
401-50-2202	SUPPLIES - VEHICLE FUEL	6,333.05		.00

401-50-2236
401-50-2272

SUPPLIES - UNIFORMS
CONTRACT - PROFESSIONAL SERVICES

419.69
75.00
.00
.00

	DEBITS	CREDITS
**DEPT		
COUNTY FAIR	1,077.29	.00
UTILITIES - NATURAL GAS/PROPANE	24.00	.00
UTILITIES - WATER	1,053.29	.00
**DEPT		
OPERATIONS & MAINTENANCE	14,202.24	.00
SUPPLIES - VEHICLE FUEL	180.75	.00
CONTRACT - IT SERVICES	13,890.31	.00
SUPPLIES - UNIFORMS	131.18	.00
**DEPT		
ANIMAL SERVICES	1,558.06	.00
SUPPLIES - VEHICLE FUEL	327.96	.00
TELECOMMUNICATIONS	45.00	.00
UTILITIES - NATURAL GAS/PROPANE	24.00	.00
UTILITIES - WATER	138.16	.00
SUPPLIES - GENERAL OFFICE	354.37	.00
SUPPLIES - UNIFORMS	234.45	.00
SUPPLIES - SAFETY	79.95	.00
CONTRACT - PROFESSIONAL SERVICES	354.17	.00
**TOTAL	19,800.13	.00
ROAD FUND		
COUNTY ROAD DEPARTMENT	2,236.30	.00
SUPPLIES - GENERAL OFFICE	14.20	.00
MAINTENANCE & REPAIRS-MACHINERY	1,915.28	.00
SUPPLIES - SAFETY	306.82	.00
**DEPT		
COUNTY ROAD SHOP	242.08	.00
UTILITIES - NATURAL GAS/PROPANE	55.88	.00
UTILITIES - WATER	186.20	.00
**DEPT		
SP PROJECT		
SP-5-18(186)	17,321.75	.00
**TOTAL	17,321.75	.00
DISTRICT 5 VFD	1,743.35	.00
STATE FIRE ALLOTMENT	1,743.35	.00
MAINTENANCE & REPAIRS - VEHICLES	630.97	.00
SUPPLIES - VEHICLE FUEL	536.40	.00
TELECOMMUNICATIONS	119.23	.00
UTILITIES - NATURAL GAS/PROPANE	63.92	.00
UTILITIES - WATER	392.83	.00
**TOTAL	353.42	.00
DISTRICT 2 VFD		
STATE FIRE ALLOTMENT	353.42	.00
SUPPLIES - VEHICLE FUEL	207.30	.00
TELECOMMUNICATIONS	119.23	.00
UTILITIES - NATURAL GAS/PROPANE	26.89	.00
**TOTAL	42.08	.00
DISTRICT 1 VFD		
STATE FIRE ALLOTMENT	42.08	.00
SUPPLIES - VEHICLE FUEL	42.08	.00
**TOTAL	1,175.14	.00
DISTRICT 3 VFD		
STATE FIRE ALLOTMENT	1,175.14	.00
SUPPLIES - VEHICLE FUEL	412.76	.00

408-91-2207
408-91-2209

TELECOMMUNICATIONS
UTILITIES - NATURAL GAS/PROPANE

156.15
50.15

.00
.00

	DEBITS	CREDITS
408-91-2210	UTILITIES - WATER	443.91
408-91-2230	SUPPLIES - MEDICAL	112.17
**TOTAL	DISTRICT 4 VFD	119.23
**DEPT	STATE FIRE ALLOTMENT	119.23
409-91-2207	TELECOMMUNICATIONS	119.23
**TOTAL	L. E. PROTECTION FUND	557.40
**DEPT	COUNTY SHERIFF	557.40
410-50-2222	SUPPLIES - FIELD	557.40
**TOTAL	COUNTY FIRE PROTECTION FUND	2,567.60
**DEPT	1/4% FIRE EXCISE TAX	2,567.60
411-92-2218	FURN/FIX/EQUIP	2,499.00
411-92-2271	CONTRACT - OTHER SERVICES	68.60
**TOTAL	COUNTY FAIR	2,043.89
**DEPT	COUNTY FAIR	2,043.89
412-53-2220	SUPPLIES - CLEANING	195.65
412-53-2221	PRINTING/PUBLISHING/ADVERTISING	110.00
412-53-2271	CONTRACT - OTHER SERVICES	1,738.24
**TOTAL	FIRE DEPARTMENT ADMIN	2,619.88
**DEPT	STATE FIRE ALLOTMENT	2,619.88
413-91-2201	MAINTENANCE & REPAIRS - VEHICLES	1,081.63
413-91-2202	SUPPLIES - VEHICLE FUEL	812.28
413-91-2207	TELECOMMUNICATIONS	36.16
413-91-2209	UTILITIES - NATURAL GAS/PROPANE	34.94
413-91-2210	UTILITIES - WATER	122.93
413-91-2221	PRINTING/PUBLISHING/ADVERTISING	220.00
413-91-2271	CONTRACT - OTHER SERVICES	311.94
**TOTAL	DISTRICT 6 VFD	99.57
**DEPT	STATE FIRE ALLOTMENT	99.57
418-91-2202	SUPPLIES - VEHICLE FUEL	67.69
418-91-2209	UTILITIES - NATURAL GAS/PROPANE	31.88
**TOTAL	EVSWA CONTRACT	14,865.62
**DEPT	COUNTY COMMISSION	14,865.62
419-05-2292	EVSWA TIPPING FEES	14,865.62
**TOTAL	JAIL FUND	58,247.44
**DEPT	ADULT INMATE CARE	55,876.72
420-70-2172	CARE OF INMATES	55,779.96
420-70-2173	INMATE MEDICAL	96.76
**DEPT	COMMUNITY MONITORING	59.66
420-73-2202	SUPPLIES - VEHICLE FUEL	59.66
**DEPT	TRANSPORTATION OF PRISONERS	2,311.06
420-74-2202	SUPPLIES - VEHICLE FUEL	2,311.06

=====
**TOTAL
SAFETY PROGRAM
2,853.67
.00

	DEBITS	CREDITS
**DEPT		
600-06-2248	RISK MANAGEMENT 2,853.67	.00
	SUPPLIES - SAFETY 2,853.67	.00
**TOTAL	CIVIL DEFENSE FUND 690.86	.00
**DEPT		
604-83-2202	COMMUNICATIONS/EMS TAX 690.86	.00
604-83-2241	SUPPLIES - VEHICLE FUEL 315.78	.00
	COMMUNICATIONS COST 375.08	.00
**TOTAL	DWI PROGRAM FUND 126.54	.00
**DEPT		
605-22-2219	DWI LOCAL GRANT FY19 126.54	.00
	SUPPLIES - GENERAL OFFICE 126.54	.00
**TOTAL	TREASURER'S FEE 737.50	.00
**DEPT		
609-30-2248	COUNTY TREASURER 737.50	.00
	SUPPLIES - SAFETY 737.50	.00
**TOTAL	PROPERTY VALUATION FUND 32.01	.00
**DEPT		
610-40-2202	COUNTY ASSESSOR 32.01	.00
	SUPPLIES - VEHICLE FUEL 32.01	.00
**TOTAL	CLERK'S EQUIPMENT FUND 87.46	.00
**DEPT		
612-20-2203	COUNTY CLERK 87.46	.00
612-20-2308	CONTRACTS - EQUIPMENT MAINT 63.46	.00
	VOTING MACHINE STORAGE 24.00	.00
**TOTAL	RPCHA GRANT 14,502.00	.00
**DEPT		
616-17-2272	RPCHA GRANT FY19 14,502.00	.00
	CONTRACT - PROFESSIONAL SERVICES 14,502.00	.00
**TOTAL	COUNTY INFRASTRUCTURE GRANT 2,110.77	.00
**DEPT		
620-94-2218	INFRASTRUCTURE GROSS RECEIPTS TX 2,110.77	.00
	FURN/FIX/EQUIP 2,110.77	.00
**TOTAL	CAPITAL OUTLAY GROSS RECEIPTS TX 5,000.00	.00
**DEPT		
621-96-2611	CAPITAL OUTLAY GROSS RECEIPTS TX 5,000.00	.00
	CO - BUILDINGS & IMPROVEMENTS 5,000.00	.00
**TOTAL	JUVENILE JUSTICE GRANT 3,119.49	.00
**DEPT		
635-09-2272	WIND PILT 234.49	.00
	CONTRACT - PROFESSIONAL SERVICES 234.49	.00
**DEPT		
635-67-2272	CYFD JUVENILE JUSTICE GRANT FY19 2,885.00	.00
	CONTRACT - PROFESSIONAL SERVICES 2,885.00	.00
**TOTAL	ESTANCIA BASIN WATER STUDY 1,033.40	.00
**DEPT		
650-71-2272	WATER BOARD 1,033.40	.00
	CONTRACT - PROFESSIONAL SERVICES 1,033.40	.00

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**TOTAL
=====
RURAL ADDRESSING
2,458.02
=====
**DEPT
RURAL ADDRESSING
2,458.02
=====
.00
=====
.00

DEBITS CREDITS

675-07-2202	SUPPLIES - VEHICLE FUEL	46.17	.00
675-07-2203	CONTRACTS - EQUIPMENT MAINT	2,411.85	.00
**TOTAL	LEGISLATIVE APPROPRIATIONS	49,583.00	.00
**DEPT	LEGISLATIVE PROECTS	49,583.00	.00
803-59-2630	A19-D2075 SC VEHICLES	49,583.00	.00
**TOTAL	IMMIGRATION & CUSTOMS ENFORCEMEN	2,051,724.51	.00
**DEPT	ADULT INMATE CARE	2,051,724.51	.00
825-70-2172	CARE OF INMATES	2,051,724.51	.00
**TOTAL	EMERGENCY-911 FUND	1,377.92	.00
**DEPT	911-DISPATCH CENTER	474.02	.00
911-80-2202	SUPPLIES - VEHICLE FUEL	25.18	.00
911-80-2203	CONTRACTS - EQUIPMENT MAINT	273.59	.00
911-80-2209	UTILITIES - NATURAL GAS/PROPANE	24.41	.00
911-80-2215	MAINTENANCE & REPAIRS-BUILD/STRU	150.84	.00
**DEPT	DFA TRAINING GRANT	903.90	.00
911-85-2266	EMPLOYEE TRAINING	903.90	.00
BANK01	US BANK	2,268,731.79	.00
	** BANK TOTALS **	2,268,731.79	.00

CK#	DATE	NAME	DESCRIPTION	LINE ITEM	INVOICE #	DATE	PO #	AMOUNT
01 O	113118	AIRGAS USA LLC	OXYGEN USP DA MED CGA 870	408-91-2230	129320	09/03/2020		43.92
	112.17		DELIVERY FLAT FEE	408-91-2230		/ /		41.75
	09/08/2020		FUEL SURCHARGE FLAT	408-91-2230		/ /		5.50
			AIRGAS HAZMAT CHARGE INVOICE#	408-91-2230		/ /		21.00
			9104258990 ACCT#2296717					
STATE FIRE ALLOTMENT 112.17								
01 R	113119	ALBUQUERQUE OFFICE SYSTEMS	WORKSTATION IN VAULT FOR	620-94-2218	149320	09/03/2020	35636	2065.77
	2110.77		TREASURY CONTROLLER				35636	
	09/08/2020		INVOICE#8643			/ /	35636	45.00
INFRASTRUCTURE GROSS R 2110.77								
01 R	113120	AUTOMATED ELECTION SERVICES	500 NO 10 REGULAR ENVELOPES	401-21-2219	169320	09/03/2020	35677	89.05
	104.05		2020 GENERAL ELECTION				35677	
	09/08/2020		INFORMATION 2 INK COLORS				35677	
			BLACK AND RED				35677	
			SHIPPING AND HANDLING			/ /	35677	15.00
			INVOICE#57922 ACCT#TOR0102				35677	
ELECTIONS 104.05								
01 R	113121	AWARDS ETC.	12 VINYLED 24 GA STEEL	600-06-2248	209320	09/03/2020	35668	138.91
	138.91		BLACK/RED ON WHITE				35668	
	09/08/2020		RESTRICTED AREA NO AUTHORIZED				35668	
			PERSONNEL BEYOND THIS POINT				35668	
			JUDICIAL COMPLEX				35668	
			INVOICE #02 58133				35668	
RISK MANAGEMENT 138.91								
01 R	113122	CHALMERS FORD, INC.	PROTAC 2L-X USB 1850 USB BATTERY 600-06-2248		189320	09/03/2020	35622	1428.96
	1428.96		USB CORD AND HOLSTER - CLAM				35622	
	09/08/2020		FIRST RESPONDER FLASHLIGHTS				35622	
			INVOICE#12348				35622	
RISK MANAGEMENT 1428.96								
01 O	113123	CHALMERS FORD, INC.	2020 FORD F-150 WIE 5.01 V8 1/2		219820		34907	
	49583.00		TON CREW CAB 4X4				34907	
	09/08/2020		2020 15 PASSENGER VAN WITH				34907	
			WHEEL CHAIR LIFT				34907	
			NMSWPA #70-000-16-00004			/ /	34907	49583.00
			NMSWPA #70-000-16-00001				34907	
			INVOICE#662312				34907	
LEGISLATIVE PROJECTS 49583.00								
01 O	113124	CORECIVIC INC.	REIMBURSEMENT FOR HOUSING OF	825-70-2172	109320	09/03/2020		2051724.51
	2051724.51		ICE INMATES FOR JUNE 2020					
	09/08/2020		INVOICE#ICSO-ICE 072020					
ADULT INMATE CARE 051724.51								
01 R	113125	CORRECTIONAL COUNSELING INC.	COPING WITH ANGER WORKBOOKS	605-22-2219	159320	09/03/2020	35630	100.00
	126.54		FACILITATOR GUIDE			/ /	35630	5.00

SHIPPING AND HANDLING
NMGR

605-22-2219
605-22-2219

/ /
/ /

35630
35630

16.15
5.39

TAX ON LABOR
INVOICE#136371

604-83-2241

/ /

35685

20.08

CHECK LISTING

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COMMUNICATIONS/EMS TAX	375.08							
01 O 113134	09/08/2020	STURCHIO, RONALD	BLOOD DRAW FOR DWI	401-50-2272	59320	09/03/2020	35716	75.00
			TRAFFIC STOP TCSD				35716	
			INVOICE#P035716					
COUNTY SHERIFF	75.00							
01 O 113135	09/08/2020	TLC UNIFORMS	JULY 2020 UNIFORM NEEDS	401-50-2236	49320	09/03/2020	35451	419.69
			OUTER VESTS, SHIRTS, PANTS,				35451	
			BADGE HOLDERS, DUTY BELT				35451	
			EQUIPMENT, BOOTS, AND MISC.				35451	
			UNIFORM NEEDS.				35451	
			INVOICE#28427/228857					
COUNTY SHERIFF	419.69							
01 O 113136	09/08/2020	TORRANCE COUNTY FIRE DEPARTMENT	CPR COURSE - K. WEBB AND J.	911-85-2266	89320	09/03/2020	35487	40.00
			SNYDER				35487	
			INVOICE#85					
DFA TRAINING GRANT	40.00							
01 R 113137	09/08/2020	WAGNER EQUIPMENT CO.	REPAIR, CUTTING EDGES, AND PARTS	402-60-2244	199320	09/03/2020	35378	776.70
			INVOICE#4806 ACCT#88034					
COUNTY ROAD DEPARTMENT	776.70							
01 O 113138	09/10/2020	ALBUQUERQUE IMAGE PRODUCTS	CONTRACT OVERAGE CHARGE 08/01/20	612-20-2203	199920	09/09/2020		63.46
			TO 08/31/20 INVOICE#IN43303 ACCT#					
			#TC08					
COUNTY CLERK	63.46							
01 O 113139	09/10/2020	ALBUQUERQUE IMAGE PRODUCTS	CONTRACT OVERAGE CHARGE FOR	413-91-2271	329920	09/09/2020		74.18
			08/01/2020 TO 08/31/2020 OVERAGE					
			PERIOD TAX INVOICE#IN43301 ACCT#					
			TC04					
STATE FIRE ALLOTMENT	74.18							
01 O 113140	09/10/2020	AMAZON BUSINESS	GLOVES	402-60-2248	169920	09/09/2020	35579	306.82
			S, M, L, & XL				35579	
			SAFETY GLASSES				35579	
			SHOP TOWELS FOR WINDOW WASHING				35579	
			INVOICE#D74G					
COUNTY ROAD DEPARTMENT	306.82							
01 O 113141	09/10/2020	CINTAS CORPORATION NO. 2	DISPENSER 5321	600-06-2248	69920	09/09/2020	35720	231.44
			CARTRIDGES 5320				35720	
			COUNTY ADMINISTRATIVE BUILDING				35720	
			SANIS BY CINTAS GERM X HAND				35720	
			SANITIZERS				35720	
			INVOICE#84.04797356 ACCT#30009096					

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CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	113142	CINTAS CORPORATION NO. 2	CASES MEDIUM GLOVES	410-50-2222	229920	09/09/2020	35654	185.80
	557.40		CASES OF LARGE GLOVES	410-50-2222	/	/	35654	185.80
	09/10/2020		CASES OF XL GLOVES	410-50-2222	/	/	35654	185.80
			INVOICE#8404774250 ACCT#					
			30009096					
COUNTY SHERIFF 557.40								
01 O	113143	COOPERATIVE EDUCATIONAL SERVICES2	ATG BDR STRIS4 P6000 (6TB)	401-65-2213	209920	09/09/2020	35364	12876.30
	13890.31		[INFINITE CLOUD RETENTION]				35364	
	09/10/2020		COMPLETE BACKUP AND DISASTER				35364	
			RECOVERY SERVICE WITH INFINITE				35364	
			CLOUD RETENTION SP-P6000-INF				35364	
			[EFF. 9/1/2020-8/31/2021]				35364	
			TAXES				35364	1014.01
			CES CONTRACT				35364	
			17-03B-C102-ALL				35364	
			INVOICE#24-106662 ACCT#				35364	
			TORRANCECOUNTY					
OPERATIONS & MAINTENAN 13890.31								
01 O	113144	CORECIVIC INC.	INMATE HOUSING	420-70-2172	239920	09/09/2020		5558.02
	55876.72		GUARD HOURS	420-70-2172	/	/		221.94
	09/10/2020		MEDICAL TRANSPORT MILEAGE 112 MI	420-70-2173	/	/		64.40
			INMATE MEDICAL	420-70-2173	/	/		32.36
			INVOICE#TCDP 082020 ACCT#CORE					
			CIVIC/TORRANCE					
ADULT INMATE CARE 55876.72								
01 O	113145	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT MANAGER COPIER JULY/	401-10-2203	509920	09/09/2020		897.94
	897.94		AUGUST 2020 SITE#4889089 INVOICE					
	09/10/2020		#69310544 ACCT#500-50116558					
COUNTY MANAGER 897.94								
01 O	113146	DIRECTV, LLC.	BUSINESS SELECT PACK AUGUST	411-92-2271	569920	09/10/2020		68.60
	68.60		2020 INVOICE#37712315328					
	09/10/2020		ACCT#069212456					
1/4% FIRE EXCISE TAX 68.60								
01 O	113147	DUCHARME, ARTHUR	2020 P&Z BOARD MEETING	401-08-2205	419920	09/09/2020	35380	61.00
	61.00		COMPENSATION				35380	
	09/10/2020		ART DUCHARME				35380	
			SEPT 2,2020					
PLANNING & ZONING 61.00								
01 O	113148	EVSWA	TORRANCE COUNTY TIPPING FEES	419-05-2292	529920	09/10/2020		14865.62
	14865.62		INVOICE#2856 ACCT#720970000547					
	09/10/2020							
COUNTY COMMISSION 14865.62								
01 O	113149	FROST, JIM	P&Z BOARD MEETING	401-08-2205	429920	09/09/2020	35381	61.00
	61.00		COMPENSATION				35381	

CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
01 O	09/10/2020	PLANNING & ZONING	MISC. ELECTRICAL, PLUMBING, INVOICE#243328 ACCT#125	401-15-2215	109920 09/09/2020	35679	9.98
01 O	09/10/2020	GUSTIN HARDWARE INC.	FOR BUILDING MAINTENANCE 121 DISHWASHING BRUSH 5/8.3 BENT HITCH PIN INVOICE#243328 ACCT# 125				
01 O	09/10/2020	ADMINISTRATIVE OFFICES	WATER LEVEL TESTING FOR FY21 INVOICE#20-08-02	650-71-2272	189920 09/09/2020	35540	1033.40
01 O	09/10/2020	HYDRO RESOLUTIONS LLC	YOUTH STIPEND FOR PARTICIPATION IN EVYFC BOARD MEETING	635-67-2272	319920 09/09/2020	35704	25.00
01 O	09/10/2020	WATER BOARD	P&Z BOARD MEETING COMPENSATION HARLAN LAWSON 09/02/2020	401-08-2205	449920 09/09/2020	35384	61.00
01 O	09/10/2020	CYFD JUVENILE JUSTICE	TORRANCE COUNTY FIRE INTERNET DIST 3 VFD	408-91-2207	539920 09/10/2020		156.15
01 O	09/10/2020	LAWSON, HARLAN	DIST 4 VFD	409-91-2207	/ /		119.23
01 O	09/10/2020	LOBO INTERNET SERVICES LTD	DIST 5 VFD	405-91-2207	/ /		119.23
01 O	09/10/2020	STATE FIRE ALLOTMENT	DIST 2 VFD	406-91-2207	/ /		119.23
01 O	09/10/2020	LOBO INTERNET SERVICES LTD	FIRE ADMIN AUGUST 2020 INVOICE#N10926-10 ACCT#10926/138 W	413-91-2207	/ /		36.16
01 O	09/10/2020	LOBO INTERNET SERVICES LTD	TORRANCE COUNTY ANIMAL SERVICES INTERNET SERVICE AUGUST 2020	401-82-2207	549920 09/10/2020		45.00
01 O	09/10/2020	ANIMAL SERVICES	P&Z BOARD MEETING COMPENSATION CATHERINE LYNCH 09/02/2020	401-08-2205	439920 09/09/2020	35383	61.00
01 O	09/10/2020	PLANNING & ZONING	SCANPRO SCANNING SYSTEM DISPATCH INVOICE DATE 08/24/2020 INVOICE #18331219 ACCT#1441060	911-80-2203	559920 09/10/2020	35383	273.59
01 O	09/10/2020	MARLIN BUSINESS BANK				35383	273.59

CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
01 O	09/10/2020	MCGILL, CHARLES	LIVESTOCK JUDGE	412-53-2271	469920 09/09/2020	35527	300.00
			GOATS AND LAMBS				
			ROUDTRIP MILEAGE				
			AUGUST 12, 2020				
			INVOICE#100				
COUNTY FAIR		857.44					
01 O	09/10/2020	MORIARTY CONCRETE PRODUCTS	TONS 1/2 INCH CHIPS	402-64-2408	259920 09/09/2020	35662	8089.40
			STATE TAX	402-64-2408			621.87
			NMSWPA 70-805-17-15969				
			SP DANA LN INVOICE#50425 ACCT#				
			100227				
SP PROJECT		8711.27					
01 O	09/10/2020	MORIARTY CONCRETE PRODUCTS	TONS OF 1/2 INCH CHIPS	402-64-2408	279920 09/09/2020	35663	7995.80
			STATE TAX	402-64-2408			614.68
			NMSWPA 70-805-17-15969				
			SP TERESA LN INVOICE#50426-50463				
			ACCT#100227				
SP PROJECT		8610.48					
01 O	09/10/2020	MOUNTAINAIR, TOWN OF	MONTHLY CHARGES WATER	401-27-2210	519920 09/09/2020		90.60
			GAS AUGUST 2020	401-27-2209			25.82
			ACCT#1716				
MOUNTAINAIR SENIOR CEN		116.42					
01 O	09/10/2020	NM WASTE SERVICE INC	ROLL OFF 30 YD CONTAINER FOR	401-53-2210	29920 09/09/2020	35589	335.00
			2020 TORRANCE COUNTY FAIR				
			INVOICE#78169				
COUNTY FAIR		335.00					
01 O	09/10/2020	NMSU, REGENTS OF	DECAPTATIONS FOR RABIES TESTING	401-82-2272	89920 09/09/2020	35549	50.00
			INVOICE#CASE#2022967 ACCT#C935				
ANIMAL SERVICES		50.00					
01 O	09/10/2020	NOVAT, MARILYN	LIVESTOCK JUDGE	412-53-2271	489920 09/09/2020	35526	300.00
			RABBITS/POULTRY				
			NO MILEAGE - VIA ONLINE				
			INVOICE#100				
COUNTY FAIR		300.00					
01 O	09/10/2020	ORKIN INC.	PC SERVICE SEPT 2020 INVOICE#	401-16-2203	579920 09/10/2020		118.66
			202282058 ACCT#31550882				
JUDICIAL COMPLEX MAINT		118.66					
01 O	09/10/2020	ORKIN INC.	PC SERVICE SEPT 2020 INVOICE#	911-80-2215	589920 09/10/2020		150.84
			202281278 ACCT#25640741				

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	113167	ORKIN INC.	PC SERVICE SEPT 2020	401-10-2271	599920	09/10/2020		84.96
	09/10/2020		INVOICE#202282057 ACCT#31462749					
COUNTY MANAGER 84.96								
01 O	113168	POSITIVE PROMOTIONS	WE20: FACE MASK 2-PLY SET-UP	600-06-2248	219920	09/09/2020	35623	922.50
	1054.36		CHARGE PRODUCT COLOR - BLACK	600-06-2248	/	/	35623	35.00
	09/10/2020		IMPRINT COLOR - WHITE				35623	
			IMPRINT LOCATION - RIGHT CHEEK				35623	
			IMPRINT METHOD - HEAT TRANSFER				35623	
			SHIPPING AND HANDLING				35623	
			INVOICE#06589698 ACCT#00317450-06				35623	96.86
RISK MANAGEMENT 1054.36								
01 O	113169	PREATOR, AARON	LIVESTOCK JUDGE - CATTLE	412-53-2271	479920	09/09/2020	35525	300.00
	580.80		ROUNDTrip MILEAGE	412-53-2271	/	/	35525	280.80
	09/10/2020		AUGUST 13, 2020				35525	
			INVOICE#100					
COUNTY FAIR 580.80								
01 O	113170	PRESBYTERIAN MEDICAL SERVICES	MPHC RPHCA FY2021 FOR JULY, 2020	616-17-2272	399920	09/09/2020		7502.00
	14502.00		DAILY OPERATIONS					
	09/10/2020		MPHC RPHCA FY2021 FOR DIABETES	616-17-2272	/	/		7000.00
			MEASURE INVOICE#JUL-20					
RPHCA GRANT FY19 14502.00								
01 O	113171	PROFESSIONAL APPAREL COMPANY	SCRUB TOPS 2XL	401-82-2236	369920	09/09/2020	35582	91.00
	314.40		PREMIUM PRINT TOPS 2XL	401-82-2236	/	/	35582	45.50
	09/10/2020		SCRUB TOPS XL	401-82-2236	/	/	35582	79.00
			SHIPPING	401-82-2236	/	/	35582	18.95
			INVOICE#1437362 ACCT#ORDER					
			NUMBER 164650					
			PAIR WATER & SLIP RESISTANT WORK	401-82-2248	379920	09/09/2020	35597	69.00
			SHOES		/	/	35597	10.95
			INVOICE#1437276 ACCT#ORDER					
			NUMBER 164651					
ANIMAL SERVICES 314.40								
01 O	113172	PRUDENTIAL OVERALL SUPPLY	PAPER PRODUCTS FOR JUDICIAL	401-16-2229	79920	09/09/2020	35725	264.53
	264.53		9943 HARD ROLL TOWELS (800')				35725	
	09/10/2020		INVOICE#450557672 ACCT#6528480					
JUDICIAL COMPLEX MAINT 264.53								
01 O	113173	PRUDENTIAL OVERALL SUPPLY	MATS AND MOPS COUNTY ADMIN	401-15-2203	119920	09/09/2020		35.14
	156.35		UNIFORMS STETSON/ARELY/MARISSA	401-65-2236	/	/		65.59
	09/10/2020		NICK					
			MATS AND MOPS FOR JUDICIAL	401-16-2203	/	/		55.62
			INVOICE#450557671/450557670					

ADMINISTRATIVE OFFICES 35.14 OPERATIONS & MAINTENANCE 65.59 JUDICIAL COMPLEX MAINT 55.62

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	FO #	Amount
01 0	11/31/20	PRUDENTIAL OVERALL SUPPLY	PAPER PRODUCTS FOR COUNTY ADMIN	401-15-2229	129920	09/09/2020	35696	254.16
			9901 JUMBO ROLL TISSUE				35696	
			9443 HARD ROLL TOWELS				35696	
			9925 URINAL SCREEN				35696	
			COUNTY ADMINISTRATION				35696	
			INVOICE#450557004 ACCT#6528480					
=====								
		ADMINISTRATIVE OFFICES	INSTANT FOAM SANI 1000ML CASE		499920		35491	
			DISPENSER INSTANT FOAM SANITIZER				35491	
			AMIBACTERIAL FOAM 1000ML	412-53-2220	/	/	35491	72.17
			TRASH LINERS 43" X 48"	412-53-2220	/	/	35491	110.52
			DELIVERY CHARGE	412-53-2220	/	/	35491	12.96
			INVOICE#450554368					
=====								
		COUNTY FAIR	8'X12.5' STORAGE BUILDING	411-92-2218	49920	09/09/2020	35639	2499.00
			ALL STEEL CONSTRUCTION, 100				35639	
			SQUARE FEET, 7'X5' HEIGHT,				35639	
			6'X6' STEEL ROLL-UP DOOR, SECURE				35639	
			CYLINDER LOCK, 3/4" PLYWOOD				35639	
			FLOORING FASTENED TO 4" C-BEAMS				35639	
			INVOICE#86681 ACCT#20540					
=====								
		1/4% FIRE EXCISE TAX	DL MONITORING & BACKGROUND CHECK	413-91-2271	39920	09/09/2020	35408	237.76
			INVOICE#INV00426850 ACCT#					
			M00004795 08/01/2020 TO 08/31/20					
=====								
		STATE FIRE ALLOTMENT	FUEL/RURAL ADDRESSING INVOICE#	675-07-2202	149920	09/09/2020		46.17
			CFSI-9283					
=====								
		RURAL ADDRESSING	500 BUSINESS CARDS FOR GARY	413-91-2221	33920	09/09/2020	35691	110.00
			500 BUSINESS CARDS FOR SANCHEZ	413-91-2221	/	/	35691	110.00
			INVOICE#6193					
=====								
		STATE FIRE ALLOTMENT	COPIER COVERAGES & GRT FOR	401-30-2221	19920	09/09/2020	35328	63.93
			COVERAGES FOR 08/09/2020 TO					
			09/08/2020 INVOICE#444703					
			ACCT#C028					
=====								
		COUNTY TREASURER	APC BACK-UPS 650 BATTERY BACK-UP	401-49-2218	59920	09/09/2020	35689	179.98
			& SURGE PROTECTOR W/ USB,				35689	
			8-OUTLETS				35689	
			ITEM: 373488 MODEL: BE650GI				35689	
			CUSTOMER: PS:GOOGLEPLAS:373488				35689	

INVOICE#3454950611 ACCT#394849

GRANT ADMINISTRATION 179.98

GRANT ADMINISTRATION

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	113182	STAPLES BUSINESS ADVANTAGE	TRASH BAGS, WINDOW CLEANER, SHARPIES.	402-60-2219	159920	09/09/2020	35620	14.20
	09/10/2020		INVOICE#3454245643				35620	
COUNTY ROAD DEPARTMENT 14.20								
01 0	113183	STAPLES BUSINESS ADVANTAGE	VTECH PHONE HANDSET	401-82-2219	389920	09/09/2020	35653	95.94
	09/10/2020		PACKAGES TRANSPARENT ROLODEX CARD	401-82-2219			35653	11.84
			PACKAGES ROLODEX CARDS	401-82-2219			35653	4.80
			ROLODEX	401-82-2219			35653	15.33
			7 DRAWER CART	401-82-2219			35653	206.98
			3 HOLE PUNCH	401-82-2219			35653	19.48
			INVOICE#3454409384 ACCT#DAL70109685					
ANIMAL SERVICES 354.37								
01 0	113184	STAPLES BUSINESS ADVANTAGE	THERMAL LAMINATOR	401-10-2219	409920	09/09/2020	35591	72.78
	09/10/2020		CASTER KIT	401-10-2219			35591	70.48
			LARGE BINDER CLIPS	401-10-2219			35591	7.40
			INVOICE#3453354305/3453674212					
			3453732710 ACCT#394849					
COUNTY MANAGER 150.66								
01 0	113185	THE SIDWELL COMPANY	MAINTENANCE PARCEL BUILDER	675-07-2203	139920	09/09/2020		2411.85
	09/10/2020		SUITE INVOICE#MN00001114					
			ACCT#TOR4989001					
RURAL ADDRESSING 2411.85								
01 0	113186	TILLERY CHEVROLET GMC INC	PD2	413-91-2201	289920	09/09/2020	35581	591.55
	09/10/2020		PREVENTATIVE MAINTENANCE				35581	
			AND DIAGNOSTIC/REPAIR ON				35581	
			A/C INVOICE#6062324/1-6062324/2				35581	
STATE FIRE ALLOTMENT 591.55								
01 0	113187	TILLERY CHEVROLET GMC INC	PD7	413-91-2201	299920	/ /	35484	55.76
	09/10/2020		LUBE OIL FILTER, 7 QUART LOF, AIR FILTER, OIL FILTER AND TOP OFF FLUIDS, TIRE ROTATION				35484	
			INVOICE#6061992/1				35484	
STATE FIRE ALLOTMENT 55.76								
01 0	113188	TILLERY CHEVROLET GMC INC	BRUSH 5-2	405-91-2201	309920	/ /	35565	630.97
	09/10/2020		PM TO INCLUDE FUEL FILTER, OIL, BALANCE AND ROTATE TIRES, SHOP SUPPLIES, AIR FILTER AND LABOR.				35565	
			INVOICE#6062345/1-6062345/2				35565	
STATE FIRE ALLOTMENT 630.97								
01 0	113189	TILLERY CHEVROLET GMC INC	FD11	413-91-2201	359920	/ /	35500	434.32
	09/10/2020		TUNE UP, BRAKES, PM, TIRE ROTATION TOP OFF FLUIDS				35500	

INVOICE#6062029/1-6062029/2

434.32

STATE FIRE ALLOTMENT

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	113190	UNIVERSAL BACKGROUND SCREENING PRE-EMPLOYMENT BACKGROUND CHECK	401-10-2271		249920	09/09/2020	35401	73.14
	09/10/2020	73.14	INVOICE#202008013415					
COUNTY MANAGER 73.14								
01 O	113191	US BANK CORPORATE PAYMENT SYSTEM/US AUGUST 2020 FUEL/SHERIFF	401-50-2202		619920	09/10/2020		6333.05
	12081.24		TRANSPORT	420-74-2202				2311.06
	09/10/2020		FUEL/DIST 1 VFD	407-91-2202				42.08
			DIST 2 VFD	406-91-2202				207.30
			DIST 3 VFD	408-91-2202				412.76
			DIST 5 VFD	405-91-2202				536.40
			DIST 6 VFD	418-91-2202				67.69
			FIRE ADMIN	413-91-2202				812.28
			ELECTRONIC MONITORING	420-73-2202				116.97
			TREASURER FUEL FOR MANAGER	401-30-2202				14.45
			ASSESSORS	401-10-2202				32.01
			PZ	610-40-2202				285.86
			OPS	401-08-2201				180.75
			DISPATCH	401-65-2202				25.18
			ANIMAL SERVICES	911-80-2202				327.96
			EMERGENCY MANAGER	401-82-2202				315.78
			ACCT#556963455537891	604-83-2202				
COUNTY SHERIFF 6333.05 TRANSPORTATION OF PRIS 2311.06 STATE FIRE ALLOTMENT 2078.51								
			COUNTY TREASURER	116.97				14.45
			PLANNING & ZONING	285.86				180.75
			ANIMAL SERVICES	327.96				315.78
01 R	113192	VIA HOMES & DEVELOPMENT LLC	JUVENILE JUSTICE CONTINUUM	635-67-2272	349920	09/09/2020		2860.00
	3094.49		COORDINATOR					
	09/10/2020		AUGUST 1-31, 2020 GROSS RECEIPTS	635-09-2272				234.49
			TAX INVOICE#8					
CYFD JUVENILE JUSTICE 2860.00 WIND PILT 234.49								
01 O	113193	WAGNER EQUIPMENT CO.	REPAIR, CUTTING EDGES, AND PARTS	402-60-2244	179920	09/09/2020	35378	1138.58
	1138.58		INVOICE#6671-6173-6471 ACCT#					
	09/10/2020		88034					
COUNTY ROAD DEPARTMENT 1138.58								
01 O	113194	WASTE MANAGEMENT OF NM INC.	DUMPFSTER CHARGES FOR DIST 3 VFD	408-91-2210	609920	09/10/2020		443.91
	974.90		SERVICES 753 SALT MISSION TRL					
	09/10/2020		INVOICE DATE 08/26/2020					
			DUMPFSTER CHARGES FOR ANIMAL	401-82-2210				138.16
			SERVICES 751 SALT MISSION TRL					
			INVOICE DATE 08/26/2020					
			DUMPFSTER CHARGES FOR DIST 5 VFD	405-91-2210				392.83
			SERVICES 44 CARL CANNON RD					
			MORIARTY INVOICE DATE 08/26/2020					
STATE FIRE ALLOTMENT 836.74 ANIMAL SERVICES 138.16								
01 O	113195	WESTERN TRAILS VETERINARY INC. 3 SMALL STERILIZATIONS 1 OFFICE	401-82-2272		99920	09/09/2020		304.17
	304.17		VISITS/MEDICATIONS/ETC INVOICE#					

09/10/2020

ANIMAL SERVICES

304.17

155942 ACCT#238

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	113196	ZIA GRAPHICS INC.	LADIES POLO SHIRTS	609-30-2248	459920	09/09/2020	35682	442.00
	737.50		MEN'S POLO SHIRTS	609-30-2248	/	/	35682	243.00
	09/10/2020		MEN'S POLO SHIRT LONG SLEEVE	609-30-2248	/	/	35682	52.50
			INVOICE#59771					
COUNTY TREASURER 737.50								
01 O	113197	OLD REPUBLIC TITLE COMPANY	EARNEST MONEY FOR PURCHASE OF INDUSTRIAL BUILDING AND LOT AT 2807 US RT 66 MORIARTY 87035	621-96-2611	191420	09/14/2020		5000.00
	5000.00		INVOICE#35751					
CAPITAL OUTLAY GROSS R 5000.00								
01 O	113198	SIGNSUDESIGN LLC	30"X60" PRINTED BANNER WITH GROMMETS		5481920		35616	
	110.00		36"X60" WHITE BANNER WITH VINYL LETTERING AND GROMMETS	412-53-2221	/	/	35616	50.00
	09/14/2020		36"X60" WHITE BANNER WITH VINYL LETTERING AND GROMMETS	412-53-2221	/	/	35616	60.00
			24"X18" COROPLAST SIGN WITH VINYL LETTERING				35616	
			24"X18" COROPLAST SIGN WITH REFLECTIVE VINYL LETTERING				35616	
			STEP STAKES FOR COROPLAST SIGN				35616	
			INVOICE#48 ACCT#SIGNS				35616	
COUNTY FAIR 110.00								
01 O	113233	EMW GAS ASSOCIATION	FAIR BOARD/#10-4090-000 MONTHLY	401-53-2209	291520	09/15/2020		24.00
	198.01		GAS BILLING/MORIARTY SC/#20-2330	401-37-2209	/	/		67.11
	09/15/2020		-010					
			ESTANCIA FMS/#10-5870-010	401-36-2209	/	/		54.24
			HEALTH DEPT/#10-1990-010	401-24-2209	/	/		52.66
COUNTY FAIR 24.00 MORIARTY SENIOR CENTER 67.11 ESTANCIA SENIOR CENTER 54.24								
HEALTH DEPT BLDG MAINT	52.66							
01 O	113234	EMW GAS ASSOCIATION	AUGUST GAS BILLING ROAD/#10-1860	402-61-2209	391520	09/15/2020		29.01
	150.45		-000 2020					
	09/15/2020		CLERK/VOTING/#10-6380-000	612-20-2308	/	/		24.00
			JUDICIAL/#10-6000-000	401-16-2209	/	/		73.44
			DIST 3 VFD/#60-9250-000	408-91-2209	/	/		24.00
COUNTY ROAD SHOP 29.01 COUNTY CLERK 24.00 JUDICIAL COMPLEX MAINT 73.44								
STATE FIRE ALLOTMENT	24.00							
01 O	113235	EMW GAS ASSOCIATION	AUGUST GAS BILLING/#10-1850-000	401-15-2209	491520	09/15/2020		50.62
	133.73		COURTHOUSE 2020					
	09/15/2020		DIST 5 VFD/#71-4510-000	405-91-2209	/	/		32.96
			ANIMAL SERVICES#60-0580-010	401-82-2209	/	/		24.00
			DIST 3 VFD/#60-5390-000	408-91-2209	/	/		26.15
ADMINISTRATIVE OFFICES 50.62 STATE FIRE ALLOTMENT 59.11 ANIMAL SERVICES 24.00								
01 O	113236	EMW GAS ASSOCIATION	FIRE ADMIN/#10-6140-001 MONTHLY	413-91-2209	591520	09/15/2020		34.94
	175.95		GAS BILLING/ROAD#10-5690-000	402-61-2209	/	/		26.87

09/15/2020

2020/DISPATCH/#60-9530-000
DIST 5 VFD/#71-6230-000

911-80-2209
405-91-2209

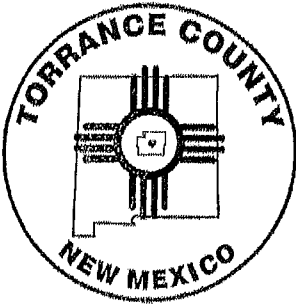
/ /
/ /

24.41
30.96

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
STATE FIRE ALLOTMENT	124.67	COUNTY ROAD SHOP	26.87	911-DISPATCH CENTER	24.41			
01 O 113237	1697.02	ESTANCIA, TOWN OF	MONTHLY BILL DATE OF SERVICE	413-91-2210	191520	09/15/2020		122.93
09/15/2020			07/15/2020-08/12/2020 ACCT#1380					
			FIRE ADMIN					
			JUDICIAL/#40	401-16-2210		/ /		247.55
			ESTANCIA SC/#249	401-36-2210		/ /		117.08
			FAIR BOARD/#291	401-53-2210		/ /		46.08
			HEALTH DEPT/#373	401-24-2210		/ /		98.27
			FAIR BOARD/#750	401-53-2210		/ /		672.21
			ROAD DEPT/#1108	402-61-2210		/ /		186.20
			ADMIN/#1112	401-15-2210		/ /		206.70
STATE FIRE ALLOTMENT	122.93	JUDICIAL COMPLEX MAINT	247.55	ESTANCIA SENIOR CENTER	117.08			
COUNTY FAIR	718.29	HEALTH DEPT BLDG MAINT	98.27	COUNTY ROAD SHOP	186.20			
ADMINISTRATIVE OFFICES	206.70							
86	2268731.79	/ /	TOTAL					



*Agenda Item
No. 9-B*



Torrance County

Planning & Zoning

PO Box 48

205 9th Street

Estancia, NM 87016

(505) 544-4390 Main Line (505) 384-5294 Fax

www.torrancecountynm.org

Report

P&Z Board Recommendation September 2, 2020 Public Hearing Regarding Pattern Energy Group, LP Special Use Application Gen-Tie Project

Dear Commissioners,

On September 2, 2020 the Torrance County Planning & Zoning Board conducted a Public Hearing in accordance with Section 24 of the Torrance County Zoning Ordinance (the Ordinance). The subject of the hearing was the application for a Special Use change in zoning for Pattern Energy Group, LP, and its subsidiary companies for the development of an electrical transmission line and facilities known as the "Gen-Tie" project to interconnect facilities of the Corona Wind and Clines Corners Wind projects to the Western Spirit and Sun Zia Transmission Projects. County Attorney John Butrick swore in all persons who testified during the public hearing. Remote participation was available via Zoom and audio teleconferencing as advertised in the public notice letters and the meeting agenda. There were no remote participants in this meeting.

The subject properties are described as the N2 Section 15, T.5N., R.12E. NMPM, Lands of Delma E. Prather Rev. Trust, Sections or portions of Sections 22, 23, 26, 27, 33, 34, 35 T.4N., R.12E., NMPM, and Gov't. Lots 1-4, the S2 N2 Section 3, T.3N., R.12E. NMPM, Lands of Dwight E. Luna, the NE4, N2 SE4 of Section 24, T.3N., R.12E., the W2 SE4 Section 18, the W2, the W2 NE4 of Section 19, T.3N., R.13E. NMPM less & except parcel 1073015060216000000 in T.3N., R.13E. NMPM, lands of Monte & Kelly Pounds.

The Board through means of a roll call vote were unanimous in a "Do Pass" recommendation as follows:

Harlan Lawson; Do Pass.

Jim Frost; Do Pass.

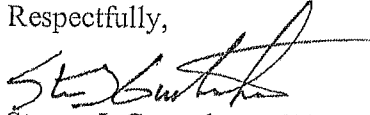
Cathy Lynch; Do Pass.

Art DuCharme; Do Pass.

The fourteen (14) day limitation for appeal of the P&Z Board's decision is September 16, 2020 in accordance with Section 25(B) of the Ordinance. After the Appeal period is concluded, provided no Appeal application is received, the item will appear on the County Commission consent agenda for the

September 23 regular meeting of the Board of County Commissioners at which time the BOCC shall act to uphold, overturn, or remand the decision to the Zoning Board in accordance with Section 24(F) of the Ordinance.

Respectfully,

A handwritten signature in black ink, appearing to read "Steven J. Guetschow", with a long horizontal flourish extending to the right.

Steven J. Guetschow, CFM
Planning & Zoning Director

TORRANCE COUNTY PLANNING & ZONING BOARD

MINUTES

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

REGULAR MEETING

September 2, 2020

ATTENDANCE

Attendees had the option of attending in person, via teleconference call, or via Zoom video conferencing.

In attendance were: Chairman Harlan Lawson, Vice Chairwoman Catherine Lynch, Board Members Jim Frost and Art DuCharme. County Attorney John Butrick, Planning & Zoning Director Steve Guetschow, and Planning & Zoning Administrative Assistant Don Goen. Board Member Gail Langell was not in attendance.

CALL TO ORDER

Chairman Lawson called the meeting to order at 9:36 a.m.

The Pledge of Allegiance was recited.

PUBLIC COMMENT

Chairman Lawson asked if anyone had signed up for public comment. **Mr. Guetschow** explained that three people had signed up. **Chairman Lawson** explained that if their comments were in regards an item on the Agenda, when that item came up would be the appropriate time to state their comments. All three deferred to the Agenda.

APPROVAL OF AGENDA

Chairman Lawson presented the meeting agenda and asked for a motion to approve. **Mr. DuCharme** made a motion to approve. **Vice Chairwoman Lynch** seconded.

Chairman Lawson began the roll call vote with Vice Chairwoman Catherine Lynch: Aye, Art Ducharme: Aye, Jim Frost: Aye, Chairman Harlan Lawson: Aye. All in favor. Motion carried.

APPROVAL OF MINUTES

Chairman Lawson presented the minutes of the August 5, 2020 Planning & Zoning Board Meeting. **Mr. Frost** made a motion to approve the Minutes of the August 5, 2020 meeting. **Mr. DuCharme** seconded.

Chairman Lawson began the roll call vote with Vice Chairwoman Catherine Lynch: Aye, Art Ducharme: Aye, Jim Frost: Aye, Chairman Harlan Lawson: Aye. All in favor. Motion carried.

Action Items:

1. Claim of Exemption # 13: Land Division

Applicant: Wimmer & Noles

Agent: Lorenzo Dominguez, East Mountain Surveying

Site: The Northerly 80 acres of the tract comprised of the SE 4, S2NE4 of Section 30 and the N2 Section 31, T.7N., R.8E., NMPM.

Zone: AP-5, Agricultural Preservation, 5 acre minimum

Chairman Lawson introduced the item. **Mr. Lorenzo Dominguez** came forward and was sworn. He explained the purpose of the application and access to the proposed parcels. **Chairman Lawson** asked for comments in favor of or opposition to the item. Hearing none he asked Staff for comment. **Mr. Guetschow** explained the proposed land division and referred to the corrected plat provided to the Board this morning. The plat appeared to meet the County and State standards for Title 12.

They were asking for the hard surface areas for inventory and they had stopped bringing in additional inventory. They hadn't moved anything waiting to find out what areas they would be able to use.

County Attorney John Butrick explained that what he thought she was referring to was that Code Enforcement Officer Dan DeCosta had been in contact with the Van Leeuwen's attorney in regards to speedy trial deadlines.

Vice Chairwoman Lynch stated that she didn't see how the Board could approve something under public notice meetings that was not noticed to the public. **County Attorney John Butrick** asked what size the additional area was. **Mr. Guetschow** explained that according to the notations the Van Leeuwen's had made the tennis court was .347 acres and the L8 area was 1.85 acres. He explained that he agreed with Chairman Lawson. The trees along the south side provided a good screening. In previous actions for salvage yards, if a natural barrier was present that concealed the materials, had been accepted by previous Boards. **Chairman Lawson** asked the Board, if in the future, the Van Leeuwen's were to come before the Board to add the additional areas would there be objection. He made it clear that a decision could not be made and that he was trying to get a sense of the Board's opinion. There were no objections at present. In his opinion today's decision should be in regards to the 9.91 acres applied for. **Chairman Lawson** asked for a motion. Discussion took place in regards to conditions being placed, the court case, time line, the special use application, another survey, and disposition of the materials on the tennis court. **Vice Chairwoman Lynch** made a motion to approve Action Item 5 with contingency of some form of privacy screen. **Mr. DuCharme** seconded.

Chairman Lawson began the roll call vote with Vice Chairwoman Catherine Lynch: Aye, Art Ducharme: Aye, Jim Frost: Aye, Chairman Harlan Lawson: Aye. All in favor. Motion carried.

*Recess of the Planning & Zoning regular business meeting at 11:20am.
Public Hearing in session at 11:45am.*

6. Public Hearing: Special Use change in zoning

Applicant: Ancho Wind, LLC, Cowboy Mesa, LLC, Duran Mesa, LLC, Pattern SC Holdings, LLC, Red Cloud Wind, LLC, Tecolote Wind, LLC, Viento Loco, LLC, & Clines Corners Wind Farm, LLC being subsidiaries of Pattern Energy Group, LP.
Agent: Adam Cernea Clark, Pattern Energy Group, LP.
Site: N2 Section 15, T.5N., R.12E. NMPM, Lands of Delma E. Prather Rev. Trust, Sections or portions of Sections 22, 23, 26, 27, 33, 34, 35 T.4N., R.12E., NMPM, and Gov't. Lots 1-4, the S2 N2 Section 3, T.3N., R.12E. NMPM, Lands of Dwight E. Luna, the NE4, N2 SE4 of Section 24, T.3N., R.12E., the W2 SE4 Section 18, the W2, the W2 NE4 of Section 19, T.3N., R.13E. NMPM less & except parcel 1073015060216000000 in T.3N., R. 13E. NMPM
Zone: A, Agricultural

Chairman Lawson introduced the item. He asked County Attorney John Butrick for administrative comments on how the public hearing would be conducted. **County Attorney John Butrick** explained that this was a Public Hearing for Action Item 6. The applicant would have the opportunity to provide an opening statement, and then provide testimony. All of this would be under oath. Once testimony was provided, anyone, whether that was members of the public, members of the Board, or anyone else via Zoom or teleconference, were able to ask questions, cross examine based on that testimony. Then one would have the opportunity to provide testimony in response to the cross examination. At that point anyone in opposition would have the opportunity to provide an opening statement, provide their testimony, and then be open to cross examination. Board members can ask any questions as well. After all testimony was provided, each side, if there were two sides, were able to give a closing statement. **Mr. Adam Cernea-Clark** was sworn in. He explained that they were on the cusp of starting construction. They had been working with the County for several years including Zoning, road use agreements, and IRB's. Construction would begin within a few months.

During the process of optimizing the projects Pattern had acquired the Clines Corners Wind farm. Some adjustments had to be made to the transmission line lay out. That had entailed the three properties that were under review today for zoning changes, the Pounds, Prather, and Luna properties. This would allow them to consolidate infrastructure better and get all of these projects connected to the Western Spirit Transmission project. **Mr. Jeremy Turner** was sworn in. He explained that he was the Director of New Mexico Project Development with Pattern Energy. He referred to slide two of the hand out. They wanted to give a more holistic view of what they were doing. On slide two there were four separate LLC's, Clines Corners, Duran Mesa, Tecolote, and Red Cloud. These are each of the four wind farms that were now referred to as Western Spirit Wind. Those were what made up this first phase. How those got out, he referred to the map on the right, was really the Western Spirit Transmission line. This project had been underway for about ten years. It was owned by the New Mexico Transmission Authority. Pattern was the co-developer on that project. This was how all that power was getting out and what would ultimately interconnect these wind farms. He referred to page three. This showed greater detail and the location of each of these wind farms. Those lines coming out of each of these wind farms were the Gen-Tie lines that would be getting in to the Western Spirit transmission project. He explained that they were looking at approximately 1050 megawatts in the first phase. About 890 of that would be located in Torrance County. That was really the premise of what they had going on. From a timing perspective, they were looking at getting into full mobilization this fall. These would all be constructed by the end of next year. By December of 2021 the wind farms and transmission lines would be fully built and operational. **Mr. Cernea-Clark** wanted to give a little back ground. The Torrance County wind projects, which included the Duran Mesa, Red Cloud and Tecolote wind projects, which corresponded to the southern projects, were approved in November 2018. The Clines Corners wind farm Special Use district application was approved in May, 2019. As he had said, Pattern had acquired Clines Corners earlier this year. The transmission line for that was previously approved didn't quit get [inaudible] he thought about five miles from where the final Western Spirit switch yard was. That was why you would see transmission going north of the switching station that was associated with the Clines Corners, which was longer and a little bit different from what had previously been approved. Everything was either within the special use district or these three parcels. That was why they had Clines Corners listed. One of the properties was associated with the Gen-Tie, which went up there. The other two parcels were associated with the three wind projects in the south. He referred to slide five. This was for the [inaudible] facilities. His understanding was that transmission lines by themselves weren't necessarily a part of zoning but because these were part of wind projects that were subject to zoning was why we were here today. So again, there were three portions of that transmission that were about six miles altogether. The land was currently zoned agricultural and largely adjacent to other Special Use districts. He thought they all were. So again, they were trying to consolidate the [inaudible] infrastructure where possible leading to more efficient design. He referred to page six showing the three parcels that were the subject of the approval. They had done many of the field surveys that the Board had previously been briefed on. Cultural surveys and a lot on the voluntary side that was not typical, private land surveys, avoiding and micro-siting to minimize any kind of impacts. Biological surveys, they had multiple years of avian data that they had used and been consulting continuously with the New Mexico Department of Game & Fish, Army Corps of Engineers, and US Fish & Wildlife. They were following the process that they had described previously and were taking additional steps. For example assessing potential collision risk with birds on these power lines. This was still being finalized while waiting for the final civil details. From what he had seen so far there were no high risk areas. There were areas that had been identified as medium or medium low risk that they were unilaterally installing bird diverters on. He referred to slide seven, on the southern parcel was where the majority of the bird diverters would be used. This was to serve company best practice. **Mr. Turner** referred to slide eleven. This was to highlight what had happened since the beginning of the year. Pattern had selected Blatner Energy as the prime contractor for the construction of the wind farm. They were chosen based on past history, on other projects with Pattern. FAA permits had been obtained. The Industrial Revenue Bonds with the County had been finalized in June. A road use agreement had been finalized. Some State land leases and right of ways still had to be finalized. He anticipated these would be finalized in September. The goal was full mobilization in the fourth quarter of this year. Turbines would begin to be delivered to the County in November. He repeated that the intent was to be fully operational by the fourth quarter of next year. **Mr. Cernea-Clark** explained that they went through the PRC process, which they had now done twice for these projects. Over the course of that they had worked with the Claunch Pinto Soil Water Conservation District, New Mexico Forestry and State Lands office and developed, he thought, really robust and very specific best [inaudible] practices on the environmental side. Particularly erosion controls, restoration, minimizing impacts on water resources whether protected or not. These have been fed in to their construction contracts as things they had to do.

With projects this complex there were overlapping obligations from different sources, so they have more exacting and specific standards that he thought were innovative. They would have construction compliance monitoring on all of those things to make sure the contractors were doing what they could over the course of construction. **Mr. Turner** explained that Pattern was not just the developer, they were also owner-operators. They were here for the long term. He referred to slide twelve, repeated agreements, and developments. Emergency response and fire safety planning were of critical importance. Delivery of final project details site facility plans, as built surveys, boundaries on GIS, and other details in the IRB's that Pattern had to provide certifications for name plate capacity. **County Attorney John Butrick** opened the session to the general public, also attendees via teleconference or Zoom, for questions addressed to Mr. Turner or Mr. Cernea-Clark. There were none and he asked the Board for questions or comments. **Mr. Ducharme** explained that today a Special Use change in zoning was being considered. He asked if Variances for Tower Height and other considerations needed to be addressed first. **Mr. Guetschow** was sworn. He explained that with wind projects variances for height on the turbines were part the approval of the SU. Additional permits for the Operations and maintenance buildings would be required, land development permits from the County as well as the building permits from the State. It had been occurring with the Western Spirit line, where they were preparing lay down yards and placing construction trailers, they were having hard utility drops rather than operating from portable generators because of Union requirements. Planning & Zoning was requiring them to obtain mobile home permits for those locations, because they were going to be at those locations for over a year during the course of the project. **Mr. Ducharme** asked who the owners of the current transmission line were. **Mr. Cernea-Clark** said he believed it was Tri-State or Central. **Mr. DuCharme** asked for clarification that additional lines would be constructed to tie in the wind farms. **Mr. Cernea-Clark** explained that was correct. Existing power lines were not interacting with the wind projects. These would just go to where the load was, and were independent of the existing lines. **Mr. Turner** explained that individual co-op lines were not impacted by the project and they were not interconnecting with them necessarily. The individual generation tie lines would go in to a substation on the Western Spirit transmission line, a separate project owned by the Renewable Transmission Authority. **Mr. Cernea-Clark** explained that each turbine had a buried low voltage collection line. Each of the four projects had a project substation. The low voltage lines were tied in to the respective substation. Each project substation line would step up to the overhead 345 Gen-Tie line system that all connected to the Western Spirit switch yard. These three parcels were part of that and were small pieces of the overall Gen-Tie system 345kv transmission. The lines would be about ninety feet above ground. **Mr. Ducharme** asked if Blatner Energy was using any local labor. He also asked when the power went in to the grid, was there a local benefit or was it all exported. **Mr. Turner** explained Blatner was looking to hire some local but was bringing in out of state crews. Pattern had been in contact with the Department of Workforce Solutions. A job fair, probably virtual, was going to be held looking for qualified candidates. There were about twenty five to thirty high skilled labor positions available in various fields for the first phase. In regards to where the power got used, the power purchase agreements in place were with buyers out of state. In reality when electricity made it in to the grid it was used where it got in, it was used at the source. Pattern was still looking for additional offtake. If a utility or co-op wanted to purchase power that was something that could be entertained, but at present all contracts were with out of state entities. **Mr. Ducharme** asked if they were in contact with Central New Mexico Electric Co-op. **Mr. Turner** explained they were in contact about the crossing of some of their transmission lines but thought that was the extent of it. There had not been any discussions in regards to power purchase. **Mr. Cernea-Clark** explained that he expected they would be buying what was called back feed power from the co-op for running "O&M" and so forth, rather than selling to them. **Mr. Guetschow** explained to the Board that the handouts he had given them earlier were excerpts from the application package. In the second section was an excerpt from the environmental report showing the overall transmission line and the relationship to the salt lakes. The additional pages had the details of the towers, actually poles, which would be utilized for the transmission lines. **Vice Chairwoman Lynch** explained that especially the community north of Corona had concerns about the turbines and the lighting, and the stopping of blades with radar. People had stated that they had not been able to get information on the project. The website was two years out of date. What specifically, was happening with those two [inaudible]. **Mr. Cernea-Clark** explained the technology was ADLS, Aircraft Detection Line System. This allowed them to keep the FAA lighting off unless there was something in the air space, he thought within twenty miles or so. **Vice Chairwoman Lynch** stated so you are going ahead with that. **Mr. Cernea-Clark** explained in yes in principal. Pattern had made the financial commitment, and were planning and budgeting for it actively trying to get the land. It was complicated when topography was considered. 100% coverage was needed, not 99.98%. Logistics were being addressed. Ultimately it was contingent on approval from the FAA.

Mr. Turner explained that there were several web sites that were being consolidated. The new web site was patternenergynewmexico.com. It was a holistic look at everything Pattern had going on in the State, with more information available on the stage of each specific project. There was a link under regulatory that would take you to the PRC application and submitted documentation. **Vice Chair Lynch** explained she had seen the documentation and it was two years out of date. **Mr. Turner** explained that the time line on the web site gave better information as to when they were mobilizing. If they had contact information Pattern had sent out information to Landowner groups in that area and had recently sent an update letter. He was going to provide his business card and requested that he be contacted so that information could be shared. An effort was being made to have more effective communication with the public so that they were aware and had a better sense of when materials were coming in, when they could expect to see construction crews in the area. **Vice Chairwoman Lynch** mentioned that the blasting disrupted her computer systems. She explained that 100 permanent jobs had been mentioned. Was that in both Lincoln and Torrance. **Mr. Turner** explained that was correct. He referenced slide three. Those jobs would be to operate the wind farms in all three counties. The map showed the majority of the megawatts were in Torrance. **Mr. Cernea-Clark** explained that the "O&M" building in Clines Corners and the three southern projects were in Torrance County. The "O&M" employees had to be within a certain distance. Scaling the amount of megawatts for Torrance should provide an estimate of the number of operational jobs in the county. **Vice Chairwoman Lynch** explained in the appendices [inaudible] Sandhill cranes had disappeared from the discussion. They had been referenced in one of the appendices, she couldn't remember which one. Then in the summary of what and where they disappeared. They were a really important migratory pattern. Sandhill migratory patterns were discussed. **Mr. Cernea-Clark** explained that typically where cranes were at risk of collision was near major water resources. There were not a lot of water resources in this area. They were absolutely part and parcel of the avian risk analysis as to placement of bird diverters. **Mr. DuCharme** stated that periodically maintenance and inspections would take place, and data collection from MET towers. He asked if this would be done by local or out of state crews. **Mr. Cernea-Clark** explained that New Mexico was starting to train more wind technicians. Wind technicians were more technical than linemen, that were easier to hire locally. At the same time those folks would be living here. Even though they were not from the local community, they would become part of the local community. **Mr. Turner** explained that they had been working with Mesa Lands Community College, which has a wind technician program. They hired 60% of the graduating class a couple of years ago for the Broadview Grady project. There was an effort to move a campus closer to Moriarty. **Mr. DuCharme** asked if they had a MET tower at each location. **Mr. Turner** explained there were MET towers at several locations inside, and outside of current project locations. The long range plan was to add another 3000 megawatts of power. **County Attorney John Butrick** explained in regards to a potential Mesa Lands Campus in Moriarty. In the past the County was working with Mesa Lands. Unfortunately that deal fell through at the last because a lot of the graduates were potentially from high schools and not just from Mesa Lands. Students were going to work with Mesa Lands while still in high school. Many of the companies were not willing to hire people at that age. They wanted people they were working with to be older and in college, apparently. This did not apply to all companies, but did to the vast majority. **Chairman Lawson** recognized Mr. Guetschow. **Mr. Guetschow** explained to Chairman Lawson that he had noticed earlier that when Mr. DuCharme spoke and some of the other Board members, were not facing him, and it appeared Chairman Lawson wanted to make a comment. Mr. Guetschow suggested to County Attorney John Butrick, that as a point of order, Board members be recognized by the Chair prior to commenting. This would prevent members speaking over each other or cutting each other off. **County Attorney John Butrick** agreed. **Chairman Lawson** asked Mr. Turner to recount what the Energy Company was providing to the Torrance County as payback, long term. **Mr. Turner** believed Chairman Lawson was referring to the Industrial Revenue Bonds. What they had agreed to with the county was \$2800.00 per megawatt of name plate installed capacity. For 890 megawatts would be nearly 2.5 million. **Chairman Lawson** asked if that information was included on the website. **Mr. Turner** didn't think it was. He would double check. There was a statement about the amount going to local communities and school districts, but that was an aggregate amount that included Guadalupe and Lincoln Counties. For a point of reference based on Torrance County and the negotiation, Pattern had agreed with the other counties as well, that if Torrance County received a higher payment, the other counties would receive that higher amount as well. So across the board all three counties would receive \$2800.00 per megawatt for the first phase. **Mr. DuCharme** asked if that was a one time or annual disbursement. **Mr. Turner** explained that was an annual payment during the life of the Industrial Revenue Bonds. **Chairman Lawson** asked if that was a 30 year bond. **Mr. Turner** asked **County Attorney John Butrick** if it was 25 or 30 year. They both thought 30 year. **Chairman Lawson** asked if there were any further questions from the Board.

County Attorney John Butrick opened the hearing for testimony from anyone in the public, attending via teleconference, or via Zoom. He began by referring to the Hearing Sign in list. **Michael Goff** was called. He stated from the bench that he was an associate of Mr. Clark and Mr. Turner and had nothing to add. **County Attorney John Butrick** ask him to clarify that he did not wish to testify. **Mr. Goff** stated he did not want to testify. **Dwight Luna** was called. There was no response. **Pat Luna** was called. There was no response. **Jim Berlier** was called. **Mr. Berlier** came forward and was sworn. Mr. Berlier stated that he encouraged the Board's support for this zoning change. Transmission had been holding these projects up. This would bring more economic development to the County. It would allow ag lands to remain ag. This would prevent lands being sold a part at time and being bought by huge corporate ranchers or becoming subdivisions. Schools would benefit along with local job creation, and economic development in general. He knew two of the "O&M" people real well on the wind farm south of Willard. One lived in McIntosh and the other in Moriarty. These were local jobs that would remain local jobs. **County Attorney John Butrick** provided Mr. Cernea-Clark and Mr. Turner the opportunity to comment on Mr. Berlier's comments. **Mr. Cernea-Clark** thanked Mr. Berlier for his support. **County Attorney John Butrick** asked if there was anyone in the audience that wished to comment on Mr. Berlier's testimony. **Mr. Guetschow** asked if it would be appropriate because as staff he tried to keep a neutral position, but as a citizen of the county from the City of Moriarty. **County Attorney John Butrick** stated yes, absolutely. **Mr. Guetschow** explained that he agreed with Mr. Berlier's testimony. In the travels on his job, since the wind companies have been coming in, the ranchers, the land owners, were actually able to operate cattle ranches again due to the income that was coming to them from the wind companies. Ranching was the basis of the county economy since becoming a state. He knew this was much appreciated by the land owners. **County Attorney John Butrick** gave Mr. Berlier the opportunity to comment on Mr. Guetschow's testimony. **Mr. Berlier** appreciated the concurrence with his testimony. **County Attorney John Butrick** asked if the Board had any questions for Mr. Berlier. **Mr. Ducharme** commented that as a rancher he liked the idea of allowing the cattle to graze and not interrupt the indigenous species such as the antelope. **Mr. Berlier** commented that you hear a lot of people bad mouthing the wind farms claiming they ran the wildlife off. He had been working cattle at the wind farm by Laguna. He had pictures of bull elk standing in the shadows of the turbines, while the turbines are turning. The may move off for a short time during construction but come back. **Chairman Lawson** asked if there were further comments from the Board. He asked Mr. Guetschow to refresh him on if this was a "do pass" or did the Board formally vote. **Mr. Guetschow** explained that the Board would vote their approval under the new process. The County Commission had to give their blessing after the fourteen day waiting period for the appeal process. The Commission approval would be done in their consent agenda unless they found a reason that they didn't agree with the Board's decision, and sent it back to the Board. **County Attorney John Butrick** explained there was one more name on the list and he was not present, but wanted to make sure he was not available but another method. **Dennis Wallin** was called. There was no response. There was no one else in attendance, on teleconference, or Zoom. He explained that **Mr. Turner** and **Mr. Cernea-Clark** could make a closing statement if they chose. **Mr. Cernea-Clark** thanked the Board for their time and consideration. Pattern was excited about the next stage and looked forward to working with the Commission and Planning & Zoning. They looked forward to a collaborative relationship. Their development plan was for the next 25 or 30 years. **County Attorney John Butrick** turned the matter over to the Board for their consideration. **Chairman Lawson** encouraged Mr. Turner to review the website and put all the positive things in there. He would like to see Mr. Berlier's pictures of the elk by the tower. He thought this would help to eliminate some of the opposition because people were just not aware of what was really going on. They should show some of the road development they had done. Finally something about the revenue bond on there as well. **Mr. Turner** commented point well taken. He would review the information on the website. **Mr. DuCharme** made a motion to approve Action Item 6, Special Use district. **Mr. Frost** seconded.

Chairman Lawson began the roll call vote with Vice Chairwoman Catherine Lynch: Aye, Art Ducharme: Aye, Jim Frost: Aye, Chairman Harlan Lawson: Aye. All in favor. Motion carried.

*Public Hearing adjourned 12:32pm
Planning & Zoning regular meeting resumed*

County Attorney John Butrick asked for confirmation that that there were no discussion items or Executive session. **Mr. Guetschow** confirmed that was correct, no discussion items or Executive session.

It was determined that a motion for Action Item 6 was required while in regular session. **Mr. Guetschow** explained that Item 6 was the Special Use District for Pattern Wind.

Mr. DuCharme made a motion to approve Action Item 6, Special Use District. **Vice Chairwoman Lynch** seconded.

Chairman Lawson began the roll call vote with **Vice Chairwoman Catherine Lynch: Aye, Art Ducharme: Aye, Jim Frost: Aye, Chairman Harlan Lawson: Aye. All in favor. Motion carried.**

Discussion Items:

Pursuant to New Mexico State Statute Section 10-15-1 through 10-15-4 (NMSA 1978), these issues can be addressed in general. No decision can be rendered at this meeting.

Pursuant to New Mexico State Statute Section 10-15-1 through 10-15-4 (NMSA 1978), these issues can be addressed in general. No decision can be rendered at this meeting.

Executive Session:

As per Motion and Roll Call Vote, pursuant to New Mexico State Statute Section 10-15-1 (NMSA 1978), the following matters will be discussed in Closed Session: None

ADJOURN

Having no more business, **Chairman Lawson** asked for a motion to adjourn. **Vice Chairwoman Lynch** made a motion to adjourn. **Mr. DuCharme** seconded.

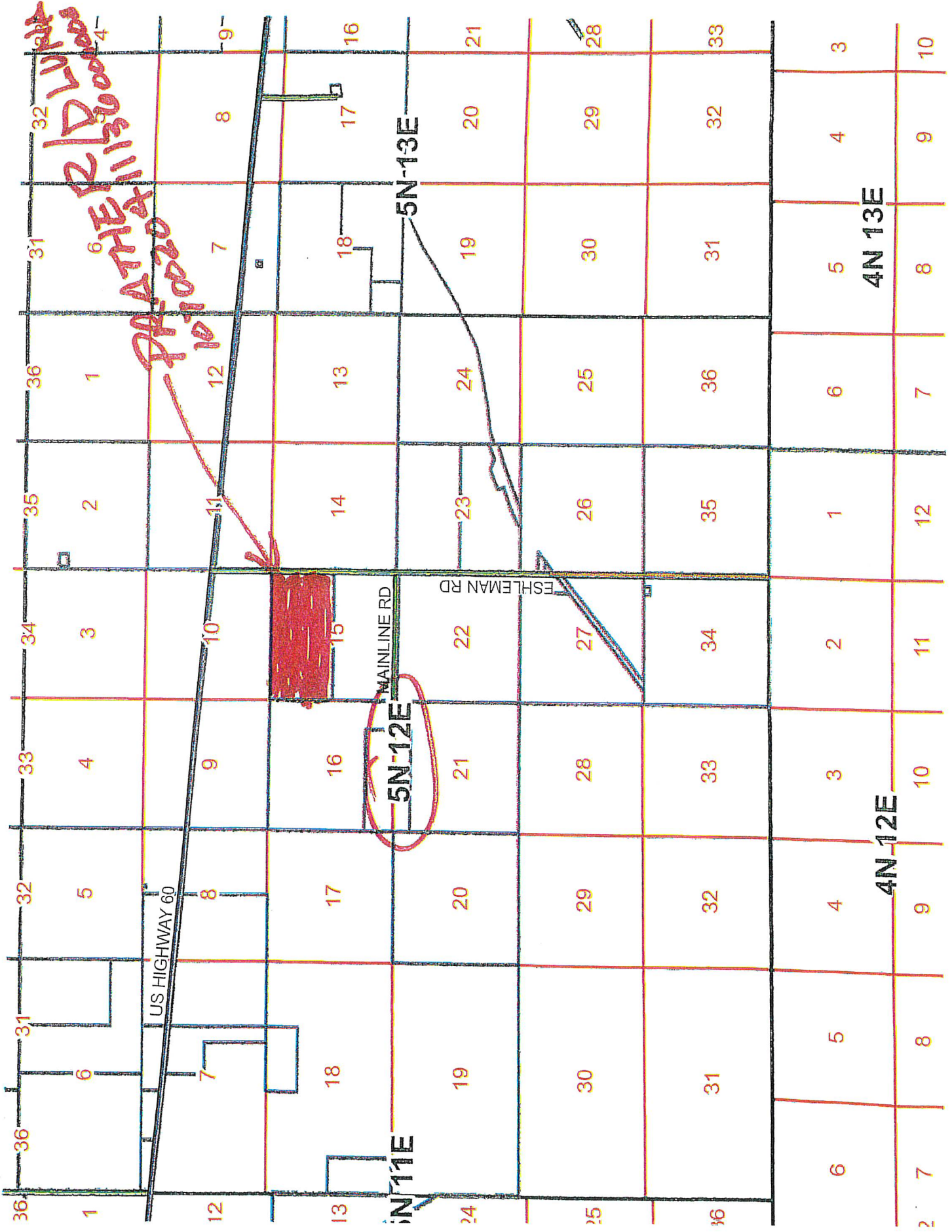
All in favor. Motion carried. Meeting adjourned at 12:41pm.

APPROVED

Passed, approved, and adopted this 7th day of October, 2020.

Harlan Lawson, Chairman of the Board

Steve Guetschow, Planning & Zoning Director



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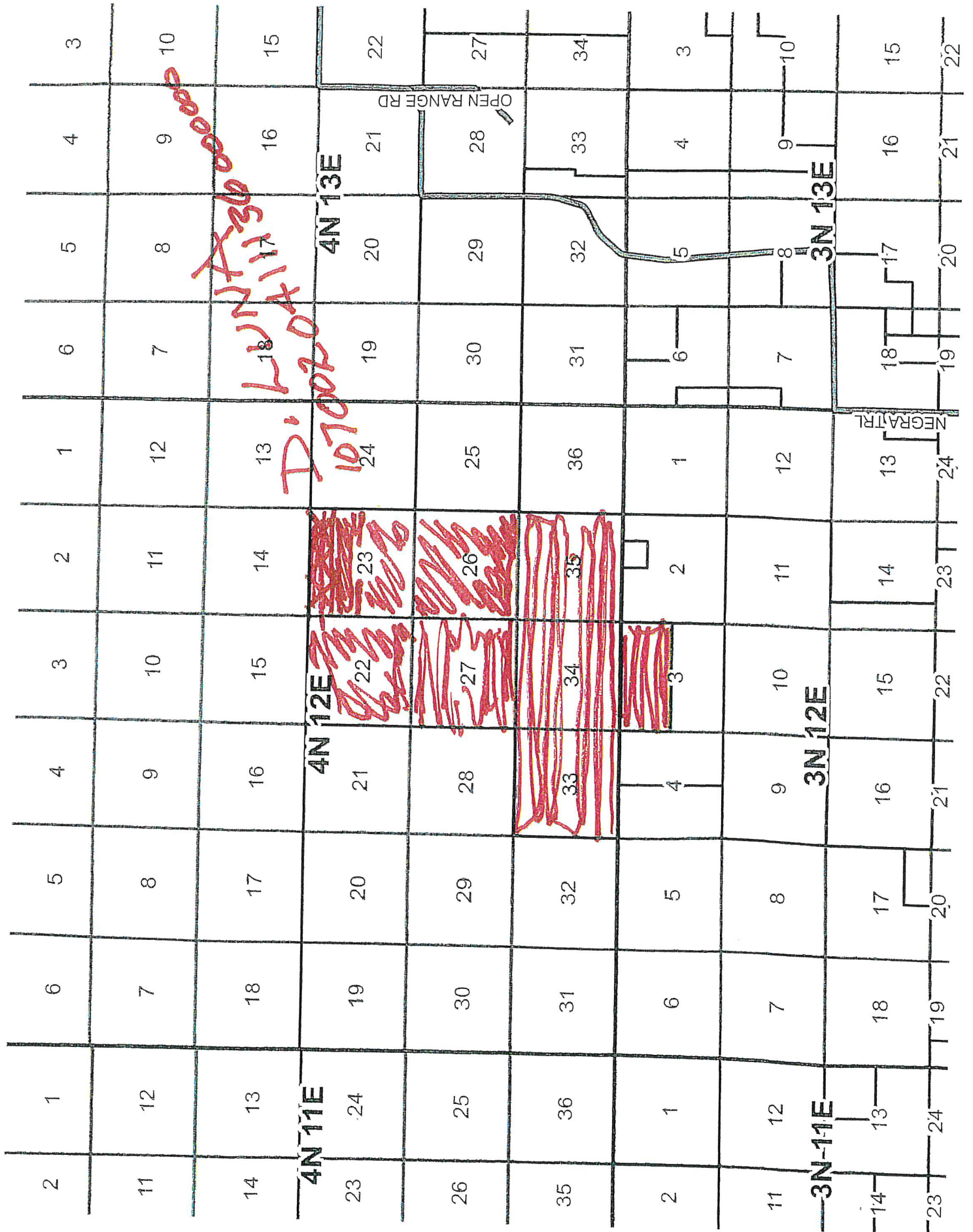
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Application for Zoning Ordinance Amendment for Special Use District and Height Variance

Torrance Wind Projects

Cowboy Mesa LLC, Duran Mesa LLC, Red Cloud Wind LLC, Tecolote
Wind LLC, Viento Loco LLC
Project No. 101335

Final
8/8/2018

1.0 INTRODUCTION

Cowboy Mesa LLC, Duran Mesa LLC, Red Cloud Wind LLC, Tecolote Wind LLC, and Viento Loco LLC are seeking a Zoning Ordinance Amendment for a Special Use District (SUD) and Height Variance for development of the proposed portion of the Torrance Wind Projects (Projects) located in Torrance County, approximately 0.08 miles east of the community of Duran, New Mexico. The Projects areas also cover portions of neighboring Lincoln County and Guadalupe County. See Exhibit A, Projects Overview.

As planned, the Projects would include up to 600 wind turbines (within Torrance County) that are generally aligned in north- to south-oriented rows spanning approximately 131,000 acres (within Torrance County) of privately owned land north and south of State Highway (SH) 54 (see Exhibit A, Projects Overview). Final locations of the proposed wind turbines would be dependent on the successful collection and analysis of meteorological (MET) data from the area and the completion of appropriate environmental, engineering, and design analyses. Additional infrastructure associated with the Projects would include an electrical collection system connecting the turbines, up to five step-up/collection substations, approximately 35 miles of 345-kilovolt (kV) transmission line (within Torrance County), operations and maintenance (O&M) buildings, and service roads. In its current design, the Projects would have multiple access points on the north and south sides of State Highway 54, as shown in Exhibit A, Projects Overview. The Projects would use County roads in some cases. However, the majority of access roads are expected to be newly constructed on private land due to the remote, rural location of the Projects. Approximately two percent of the Projects areas are anticipated to be used for infrastructure. The remaining land (approximately 98 percent) would continue to be used for traditional land uses, primarily ranching.

The Torrance Wind Projects' construction schedule forecasts activity commencing in 2019 and concluding by the end of 2020. The Torrance Wind Projects are anticipated to commence operations by the end of 2020. The Projects are designed to provide clean renewable electricity for the regional electric grid for the life of the Projects. For financial evaluation and contractual purposes, the facilities are assumed to have a useful life of 30 years. The trend in the wind energy industry, however, has been to "repower" older wind energy projects by upgrading existing towers and other infrastructure with more efficient turbines and related equipment. Based on today's market for renewable power, it is likely that the facilities will be upgraded with more efficient equipment and, therefore, could have a useful life for much longer than 30 years. At such time, any additional permits would be obtained from Torrance County, as required.

3.0 PROJECTS SITES, LEGAL DESCRIPTION

The Projects would be located on both state and private lands. The Applicants currently holds lease option agreements with all of the private landowners within the Projects areas and have applied for leases with the New Mexico State Lands Office. The Projects do not intend to install wind turbines or any other related wind farm infrastructure on surface estates owned by the U.S. Government. See Exhibit A, Projects Overview, and Exhibit B, Recorded Memos of Lease Agreements documenting the private lands in the Projects to date.

Approximately 72 percent of the Projects areas are designated as Western Great Plains Shortgrass Prairie. The remaining 28 percent of land cover in the Projects areas includes Southern Rocky Mountain Juniper Woodland and Savanna (22.7 percent), Southern Rocky Mountain Pinyon-Juniper Woodland (2.7 percent), and Colorado Plateau Mixed Low Sagebrush Shrubland (1.3 percent). Another 24 landcover classes are present in the remaining Projects area, totaling 1.4 percent. See Exhibit C, Land Cover of the Projects areas. The land within the Projects areas have historically been used as rangeland for ranching activities. Ranch homes and residential areas are scattered sparsely throughout the Projects areas. The community of Duran is the closest populated area, overlapping a portion of the northern boundary of the Projects. Several other small towns are scattered throughout the county. Major state and federal properties in the county include Manzano Mountains State Park and Cibola National Forest, and scattered U.S. Bureau of Land Management lands. Assessor's parcel map numbers of the Projects sites are indicated on Exhibit D.

4.0 LAND ENTITLEMENT

The Applicants have obtained lease agreements for all private landowners within the Projects areas. See Exhibit B, Recorded Memos of Lease Agreements, and Exhibit E, Legal Land Descriptions. The Applicants have rights to develop, construct, own, and operate wind energy facilities on the land included in the leases and land descriptions. In certain few instances, the foregoing rights are currently under negotiation and these lands included in the SUD in this application are characterized in Exhibit E, Legal Land Descriptions for Lands Under Negotiation. The Applicants request in this Application the inclusion of these properties in the SUD with the understanding that no activities by the Applicants can occur on properties for which the Applicants have not secured rights to develop, construct, own, and operate wind energy facilities on these lands. As described earlier, the Applicants have applied for state land leases with the New Mexico State Lands Office.

5.0 REQUEST FOR ZONING AMENDMENT

The Applicants are seeking a Zoning Ordinance Amendment for a Special Use District and a Height Variance for development of the Projects.

5.1 Special Use District

A Special Use District is requested to develop the Projects within the Projects areas. See Exhibit B, Recorded Memos of Lease Agreements, and Exhibit A, Projects Overview, for the private lands (including the approximately 35 miles of transmission line within Torrance County) proposed for the Special Use District.

5.2 Height Variance

The Applicants request a height variance for the installation of wind energy generation turbines up to 590 feet in height and up to 7 permanent MET assessment towers within Torrance County. The height of the turbine towers, or "hub height" (height from the base of the tower to the center of the rotor hub on top of tower), would be approximately 260 to 360 feet. The total turbine height (i.e., height at the highest blade tip position) would be approximately 440 to 590 feet. The MET towers would be approximately 200 feet in height (See Exhibit G, Meteorological Tower Information).

6.0 PROJECT DESCRIPTION

6.1 Wind Energy Facilities Description

The Projects will consist of up to 1,800 MW of wind power facilities and will be located within approximately 131,000 acres of private and state land within Torrance County in New Mexico. As previously described, the Applicants have applied for state land leases with the New Mexico State Lands Office. To produce the desired energy, up to 600 wind turbines (within Torrance County) are anticipated, with a nameplate capacity ranging from 2.3 to 3.0 MW. Each of the turbines will be connected by 34.5-kV collection lines to new substations to be located within each of the Projects areas. The collection lines will be buried underground unless local conditions make burial impracticable. A final determination of the number of turbines to be used and the siting of the turbines, collection lines and generation Projects substations will be made over time, and such information will be made available to the county. For a preliminary layout of the Projects, refer to Exhibit A, Projects Overview and Exhibit F, Boundaries & Facilities Map.

6.2 Site Suitability

A strong wind resource is an essential element in selecting the location of a wind project, as is the specific turbine placement within a defined project boundary. Pattern's senior management team has extensive experience developing wind projects throughout the U.S., Europe, and Central America. Based on this experience and by following guidelines established by the National Wind Coordinating Committee, the American Wind Energy Association, and the European Wind Energy Association, Pattern has developed a comprehensive and practical methodology for selecting wind project sites.

In addition to the strong essential wind resources that were identified in the Torrance County area, these Projects were sited within this particular region for a number of additional reasons. Pattern Development has identified numerous advantages with siting the Torrance Wind Projects within this County. These advantages include the following:

- Assist in meeting local policy objectives within the Torrance County Zoning Ordinance and Comprehensive Land Use Plan to increase contributions through renewable energy resources
- No adverse impacts on air quality of the region from operation of the Projects —to the extent that power generated by the facilities displaces fossil-fuel based energy generation sources, it would contribute to the improvement of the region's air quality
- Provide economic opportunities associated with clean, renewable electric generation to a region, which does not currently participate significantly in this economic sector. Private landowners

would receive economic benefit from wind lease agreement payments while retaining compatible land uses (ranching). The County and local schools will also receive economic benefits through internal revenue bonds / PILT structure. The land lease and easement agreements with the private landowners on which the wind generation facilities would be sited would provide direct new revenues to landowners within the footprint of development.

In applying this methodology to the Projects, Pattern has established the site suitability criteria and placement and configuration criteria discussed in the following subsections.

6.2.1 Adequate Wind Resources

Determining the adequacy of wind is a detailed, iterative process that includes evaluation of wind maps (See Exhibit H, New Mexico Wind Resource Map), detailed modeling, and onsite data generated by MET towers. Adequacy of wind is not merely a function of wind speeds, but also of wind speed stability and consistency, wind direction and directional variability, seasonal and daily variability, wind shear, and turbulence potentially imparted by topographical features. Locations that produce adequate wind speeds (quantity) may prove to be inadequate due to the quality of the wind resource.

The process of evaluating a potential site and determining the expected production of a wind project can often take several years to complete. The MET data collection process can also take several years and would occur throughout the life of a wind project.

Preliminary MET towers are strategically located in representative locations within a project area to determine the scope and range of the wind resource. Following the collection of at least 1 year of MET data, a turbine layout is designed by the lead meteorologist for the project. The turbine layout is optimized for energy efficiency according to available land, wind direction, and wind speed. Stringent setbacks are applied between turbines to prevent detrimental wake effects on nearby turbines. The layout is then optimized using state-of-the-art wind modeling computer software to obtain the highest possible energy yield while maintaining appropriate setbacks.

The Projects areas are suitable for a utility-scale wind project, as determined by MET data collected since 2007 from the existing MET towers. There are currently 16 MET towers and 3 remote sensing devices located in the Torrance County Projects area, and these continue to collect data. All of the MET towers within the entire Projects areas are currently temporary. During construction, the temporary towers will be removed and up to 7 permanent MET towers will be installed to measure the wind when the Projects are operating. Preliminary estimates from the collected data over the 11-year period suggest that the Projects areas have an excellent wind resource to support utility-scale wind energy facilities.

6.2.2 Transmission Access

Existing and proposed transmission lines (100-kV or above) in the vicinity of the Projects include the existing Willard to Duran 115-kV line, situated along the northwest portion of the Projects areas; and the proposed Pinal Central to SunZia Transmission LLC's East terminus 500-kV line, planned to be situated along the southwest portion of the Projects in Lincoln County. Power generated from the Projects is planned to be delivered to the Southwest region of the United States via SunZia Transmission LLC's 500-kV transmission line. Additional transmission infrastructure associated with Pattern Development's wind development projects (e.g., the Mesa Canyons Wind Project adjacent to the Projects in Lincoln County) in Guadalupe, Lincoln, and Tarrant Counties are likely to pass through the Corona SUD. The foregoing existing and proposed transmission facilities (including the East Terminus of SunZia and a 1-mile corridor where the additional transmission infrastructure may be located) are displayed in Exhibit I.

As part of the site selection process, the Applicants performed background transmission and load-impact modeling to determine the feasibility of a grid interconnection. The Applicants used various models and analytical methods to assess impacts to utility transmission and distribution systems.

6.2.3 Accessibility

The Projects sites are accessible to construction equipment and heavy machinery, including cranes and special-purpose trailers, which transport tower sections, nacelles, and other components. The Projects would be accessed from SH 60 and/or SH 247, off of which new private access roads would be constructed, thereby minimizing traffic impacts on local roads. All necessary access, crossing, and driveway permits will be obtained from the applicable jurisdictions as needed.

6.2.4 Competitive Economics

Competitive project economics are achieved at sites that have the best combination of key attributes, including, but not limited to, a strong wind resource. Economic feasibility also depends on the presence of interested landowners who are willing to provide rights to both the site and the interconnection right-of-way at reasonable costs. Other considerations include suitable soil conditions. There are a number of fixed costs for a wind energy facility. Such costs include a majority of the baseline environmental surveys, interconnection filing fees and studies, foundation design, and project engineering. Accordingly, projects must be sized appropriately to distribute the fixed costs over a large enough number of wind turbines, to make the project economically viable.

6.2.5 Rural Location

Turbine locations would maintain a minimum setback between the tower and the nearest non-participating residence, compliant with Torrance County setback requirements, which state "...each wind turbine shall be set back from the nearest property line a distance no less than 1.1 times its total height, unless appropriate easements are secured from adjacent property owners." This setback minimizes potential visual and sound effects of the turbines on neighboring landowners adjacent to or in close proximity to the Projects. The turbine locations would also maintain a minimum setback from public roads. Refer to Exhibit J, Projects Visibility Map.

6.2.6 Communication Interference

Turbines would be sited outside of known microwave pathways and Fresnel zones (areas surrounding a line-of-site used to determine obstruction loss to communication signals) to minimize the effect they may have on local communications. Additionally, the Applicants are currently performing a communications study through the National Telecommunications and Information Administration (NTIA). Based on the results of that study, the location of Projects components will be modified accordingly to avoid interference with commercial communications.

6.2.7 Cultural Resources

Based on a preliminary review, it is anticipated that all Projects components would be sited and constructed to avoid adverse physical effects on prehistoric or historic archeological resources, as recommended by the Projects' cultural resources specialists. See Exhibit K, Cultural Resources Survey reports.

6.2.8 Environmental

Initial studies in the Projects areas have been completed to determine potential impacts to area resources. The results of these studies are summarized below in Table 6-1.

Table 6-1: Summary of Environmental Review

Resource Category	Comments
Wildlife and Plants	Seven animal and three plant species that are either federally listed or considered an experimental, non-essential population under the Endangered Species Act (ESA) may potentially occur in the Projects areas. Eight state-listed endangered or threatened bird species may potentially occur in the Projects areas. Eighteen bat species in New Mexico have ranges overlapping the Projects areas. None of

possible. Reclamation procedures following completion of repair work would be similar to those prescribed for normal construction.

6.9 Lighting and Airspace

The Projects would comply with all applicable FAA requirements. As mitigation for any risk the Projects may pose to aviation, and in accordance with federal regulations, the Projects would illuminate some of the turbines to meet the FAA requirements for obstruction lighting or marking of structures over 200 feet above ground surface (U.S. DOT FAA Advisory Circular 70/7460-I K dated 2/1/2007).

The FAA's wind turbine lighting guidance (DOT/FAA/AR-TN05/50 dated 11/05) requires lighting the Projects as one large obstruction with lights spaced approximately 3,000 feet apart. The FAA has determined that the standard turbine color is sufficient daylight marking and white strobe lights would not be used. As a result, wind farms are lit with synchronized red flashing lights at night and only a subset of the turbines are lit. To minimize potential visual effects, the Applicants would use lights that pulse 20 times per minute and have a beam spread of three degrees, which is the lowest allowable amount required by the FAA. This approach maximizes "dark space" between flashes and per minute, and minimizes ground scatter or "light noise" because less light from the beam reaches the ground. The up to 7 proposed permanent MET towers in Torrance County would also be lit in accordance with FAA guidance.

Pattern Development, on behalf of the Corona Wind Companies, began consulting with the DoD and potentially affected local Air Force bases (AFB) and other local military facilities including Cannon AFB, Kirtland AFB, Holloman AFB, Ft. Bliss Army Base, and White Sands Missile Range in 2017. This consultation has been aimed at pursuing the development of the Corona Wind Projects so as to take into account and address military use of airspace over Guadalupe, Lincoln, and Torrance Counties. Early in 2018, Pattern Development initiated informal consultation and review of the Corona Wind Projects with the DoD's Military Aviation and Installation Assurance Clearinghouse (Clearinghouse) pursuant to Title 32 C.F.R. Part 211 §7. This review process typically precedes any specific filing of turbine locations with the DoD Clearinghouse so as to provide opportunity for dialogue between a project developer, the DoD and the FAA that may result in adjustments to a project's ultimate turbine configuration.

6.10 Sound

Wind turbine sound emissions are typically either mechanical or aerodynamic in origin. Mechanical sources of sound include the generator, gear box, cooling fans, and the yaw system (the component used to rotate the turbine into the wind). Most of these mechanical systems are located inside the nacelle enclosure and incorporate a number of noise-attenuating features. Because mechanical components are

enclosed and acoustically mitigated, the aerodynamic noise of the blades rotating through the air is typically the dominate source of audible sound. The sound emissions from both the mechanical and aerodynamic components are determined in accordance with IEC61400-11, Wind Turbine Generator Systems - Part 11: Acoustic Noise Measurement Techniques (IEC, 2006). The resulting Projects sound level would depend on a number of factors including the selected turbine model, the number of turbines and their proximity to the measurement point.

The sound level emitted by wind turbines increases with increasing wind speed and typically reaches a maximum level when winds are between 18 to 22 mph. For the most part, the sounds emitted by wind turbines are broadband in nature and related to the aerodynamic noise of the blades. When the wind speeds are high at both the turbine elevation and ground level, the sound of the turbines may be fully or partially masked by wind-induced background noise. When winds are calm or slight at ground level and sufficient at turbine height for operations an audible “swooshing” sound may be observed as the blades rotate through the air. The observed sound level would depend on a number of factors the most significant of which is the distance from the turbines. No existing federal, state, or local regulations limit noise levels at wind energy facilities. Potential sound emissions from the Projects may be analyzed and assessed, if necessary, for the selected turbine type, and the associated electrical substations during the final micro-siting and Projects refinement process. Aerodynamic turbine blade tips and mechanical turbine component designs minimize noise emissions. Due to the remote location of the Projects and flexibility in siting, sound impacts are not anticipated.

8.0 CONFORMANCE WITH ZONING ORDINANCE GOALS

8.1 Conformance With Ordinance

Pursuant to REV: Ord. No. 2008-003, 4/23/08, Wind Energy Facilities are an allowable use for a Special Use District.

8.2 Conformance With Zoning Ordinance Goals

The Projects are in conformance with, and enhance fulfillment of the following Zoning Ordinance Goals (Section 2. Purpose):

“Promote Health and the general welfare of the County”

- As described throughout this application, wind energy facilities are safe when sited and operated in accordance with all applicable county, state, and federal standards and requirements. The infrastructure proposed for the Projects is proven reliable, is held to the highest international standards of quality, and would be operated and maintained by a highly trained, locally based operations team. The Applicants hold themselves to a high standard with regards to health and safety, and all construction general contractors are required to meet strict safety qualifications. Wind creates clean energy from a non-depleting, local energy source that does not consume or discharge water, has no air emissions, and emits no odors.

“Protect local water resources”

- The Projects would have a low impact on local water resources during operation. Water would be required during construction for dust abatement and to mix concrete for turbine foundations, and would likely be obtained from an existing well within the Project areas. During operation, turbine blades may be washed to prevent dust build-up. Potable water would be used to service the O&M building.

“Facilitate adequate provisions for transportation”

- The Projects would not impose burdens on county roads beyond temporary use during construction. New access and service roads on private land would be constructed for the Projects. These roads would remain private and would not require maintenance by Torrance County.

“Facilitate adequate provisions for schools, parks, and other community requirements”

- The Projects would create new net property and gross receipts taxes, or, new revenue streams from payments in lieu of taxes, providing new county revenues to support local schools and county services. The Projects would employ up to 100 permanent staff that would live locally, thereby further stimulating the local economy. Local schools have adequate facilities to accommodate these new students. Other community services would easily accommodate the limited needs of any new residents brought to the area to support operations of the Projects.

“Conserve the value of property”

- Multiple studies and independent analyses have been conducted to analyze the impact of wind farms on neighboring property values in various regions of the U.S. These studies have shown that the presence of a wind farm has no overall adverse effect on residential property values. Additionally, some studies of property sale values have demonstrated an increase in value.

“Compatible development of land and other natural resources”

- Wind energy is a compatible land use with rangeland activities, and other agriculture. Typically, less than 2 percent of the land within the Project areas would be used by turbines, service roads, and other infrastructure following construction. Cattle would still be able to graze at the base of the turbines and wildlife would be able to use the area around the turbines. Wind energy development provides economic diversification for ranchers; in many cases helping to provide an alternative to selling their land or subdividing it, thus protecting a rural way of life.

8.3 Appropriate Use for Zoning District

8.3.1 Special Use District

Pursuant to REV: Ord. No. 2008-003, 4/23/08, Wind Energy Facilities, are an allowable use for a Special Use District. The Projects are located in an Agricultural District (A), a rural land use designation for unincorporated areas of Torrance County that are not specifically designated in any other zone classification (see Exhibit Q, Torrance County Zoning Map). The land use within the Project areas has historically been rangeland/dry agriculture; this land use would continue into the future as wind energy and ranching activities are compatible land uses.

This Application Narrative provides assurance of the following:

- The Torrance Wind Projects is a compatible property use

- The Projects would preserve the integrity and character of the area, and the utility and value of the property
- The Special Use District would not become detrimental to the public health, safety, or general welfare of Torrance County

See Exhibit A, Projects Overview, for lands proposed for the Special Use District. Images of computer-enhanced photos to simulate the appearance of the as-built site facilities as they would appear from specific locations identified by Torrance County are show in Exhibit R, Visual Simulations of the Projects.

8.3.2 Height Variance

The wind turbines selected for the Projects would be state-of-the-art equipment with a maximum vertical dimension of approximately 260 to 360 feet; they are designed to generate optimal energy for a wind energy facility in this wind regime. The up to 7 approximate 200-foot-tall MET towers are necessary to monitor wind turbine performance and plant maintenance activities to reliably operate the facilities. This Height Variance, therefore, conforms to allowable uses for this zoning district.

13.0 APPLICANTS CONTACT INFORMATION

Adam Cernea Clark

Manager, Environmental and Natural Resources, Pattern Development

(713) 308-4296

Adam.CerneaClark@patternenergy.com

**Torrance Wind Projects and Clines Corners Wind Farm
Application for Zoning Ordinance Amendment for Special Use District**

Torrance County, New Mexico

Executive Summary

This is a request by Ancho Wind LLC, Cowboy Mesa LLC, Duran Mesa LLC, Pattern SC Holdings LLC, Red Cloud Wind LLC, Tecolote Wind LLC, Viento Loco LLC, and Clines Corners Wind Farm LLC (Applicants), limited liability companies and subsidiaries of Pattern Energy Group LP (Pattern Energy), for a Zoning Ordinance Amendment to extend the Special Use District (SUD) for the Cowboy Mesa, Duran Mesa, Red Cloud Wind, Tecolote Wind, and Viento Wind (collectively, the “Torrance County Wind Projects”) as well as the Clines Corners Wind Farm (together with the Torrance County Wind Projects, the “Projects”). The extended SUD will include additional transmission facilities for the Projects on land within Torrance County not previously approved by the Torrance County Commission. The Torrance County Wind Projects and the Clines Corners Wind Project were previously approved by the Torrance County Commission on November 14, 2018 and June 12, 2019, respectively. This Application is limited to those additional portions of the Projects’ area that would be utilized to site, construct, and operate approximately 6 miles of transmission line infrastructure (or approximately 7,672 acres which is the total acreage of all land parcels in the proposed SUD) for the Projects (Additional Facilities) on private land within Torrance County, New Mexico, most of which is situated north of State Highway (SH) 54 (the SUD). However, this application discusses the Projects in reference to the entire SUD. Because this application is limited to additional transmission facilities of the Projects, discussion of the previously approved wind generation areas of the Projects is limited.

The development of the Projects as well as the Additional Facilities herein submitted for approval conforms to applicable goals and objectives of the Zoning Ordinance and Comprehensive Land Use Plan of Torrance County (Tables ES-1 and ES-2). Development of these Projects and Additional Facilities would contribute towards the goals of the State of New Mexico, the New Mexico Public Regulation Commission, public utilities, and the Western Governors’ Association to diversify the state’s power infrastructure, generate clean energy from local renewable sources, and provide long-term rural economic development to the region and Torrance County.

Table ES-1: Conformance with Torrance County Zoning Ordinance

Zoning Ordinance Goals	Additional Facilities' Goal Conformance Description ^a
Promote health and the general welfare of the County	As described throughout this application, transmission facilities are safe when sited and operated in accordance with all applicable county, state, and federal standards and requirements. The infrastructure proposed for the Additional Facilities is proven reliable, is held to the highest international standards of quality, and would be operated and maintained by a highly trained, locally based operations team. As the owner of the Additional Facilities, Pattern Energy holds itself to a high standard with regard to health and safety, and contractors for Pattern Energy are also required to meet strict safety qualifications. Wind energy, which includes the Additional Facilities, creates clean energy from a non-depleting, local energy source that consumes little water, does not discharge water, has no air emissions, and emits no odors.
Secure safety from fire, flood, and other dangers	The Additional Facilities would comply with all rules and regulations administered by the federal, state, and local land management agencies concerning the use, prevention, and suppression of fires, including any fire prevention orders that may be in effect at the time of the construction, operation, or maintenance activity. The Additional Facilities would work with the departments to ensure the safety of the firefighters, landowners, neighbors, livestock, and other users of the land. The Additional Facilities would be set back from channel banks to avoid impacts (such as channel alteration and flow modification) and, therefore, impacts to floodplains would be low.
Protect local water resources	The Additional Facilities would have a very low impact on local water resources. Water would be required during construction for dust abatement and to mix concrete for structure foundations. Water for the Additional Facilities use would likely be obtained from one or more existing wells within the Special Use District (SUD) or the broader Project(s) areas.
Facilitate adequate provisions for transportation	The Additional Facilities would not impose burdens on County Roads beyond temporary use during construction. New access and service roads on private land would be constructed for the Additional Facilities. These roads would remain private and would not require maintenance by Torrance County. Prior to the installation of the Additional Facilities, a Road Use Agreement with Torrance County will be executed to address any use of County roads during construction and operation of the Additional Facilities.
Solid waste management	All construction waste including trash and litter, garbage, other solid waste, petroleum products, and other potentially hazardous materials would be removed to a disposal facility authorized to accept such materials weekly.
Facilitate adequate provisions for schools, parks, and other community requirements	The Projects, which includes the Additional Facilities, intend to enter into an Industrial Revenue Bond (IRB) and associated Payment in Lieu of Taxes (PILT) agreements with Torrance County and its associated school districts, providing new county and school revenues to support local schools and County services. The Projects and Additional Facilities would employ up to 100 permanent staff that would live locally, thereby further stimulating the local economy. Local schools have adequate facilities to accommodate the potential increase in new students associated with these positions. Other community services would easily accommodate the limited needs of any new residents brought to the area to support the Projects and Additional Facilities operations.

Zoning Ordinance Goals	Additional Facilities' Goal Conformance Description ^a
Conserve the value of property	Multiple studies and independent analyses have been conducted to analyze the impact of wind farms and associated infrastructure on neighboring property values in various regions of the U.S. These studies have shown that the presence of a wind farm and associated infrastructure has no overall adverse effect on residential property values. Additionally, some studies of property sale values have demonstrated an increase in value. Furthermore, the Projects will bring revenue to participating landowners with wind turbines and associated infrastructure on their properties.
Compatible development of land and other natural resources	<p>The Additional Facilities are a compatible land use with ranching and other agricultural activities. Post-construction, typically less than 2 percent of the Project(s) areas, including Additional Facilities, would be occupied by the turbines, service roads, operations and maintenance (O&M) facilities, and Projects substations. Cattle would still be able to graze around the base of the transmission line structures, and wildlife would be able to use the area around the transmission line structures.</p> <p>Wind energy development and associated infrastructure provides economic diversification for ranchers; in many cases, wind energy development helps provide an alternative to selling their land or subdividing it, thus protecting a rural way of life.</p>

(a) See also Section 7.0 of this application

Table ES-2: Conformance with Torrance County Comprehensive Land Use Plan

Comprehensive Land Use Plan Goal	Additional Facilities' Goal Conformance Description ^a
<p>Goal A, Objective 2: Preserve and protect land for farming and ranching</p>	<p>The Additional Facilities are a compatible land use with ranching and other agricultural activities. Post-construction, typically less than 2 percent of the Project(s) areas, including Additional Facilities, would be occupied by the turbines, service roads, operations and maintenance (O&M) facilities, and Projects substations. Cattle would remain able to graze up to the base of the transmission line structures, and wildlife would be able to use the area around the transmission line structures.</p> <p>Throughout the U.S., wind energy development and associated infrastructure has enabled ranchers and farmers to diversify the economic returns from their lands and reinvest in ranching and farming activities, helping to preserve a rural way of life and providing a viable alternative to subdividing or selling their land.</p>

Comprehensive Land Use Plan Goal	Additional Facilities' Goal Conformance Description ^a
<p>Goal B: Plan and guide development in the County in a manner which encourages optimum efficiency and cost-effectiveness in the delivery of infrastructure and County services</p>	<p>The Additional Facilities would be designed as a self-sufficient development, placing minimal demand on County services. Unlike many other types of developments, wind energy facilities make significant direct tax payments, stimulate the local economy, and create new jobs; all while placing minimal demand on existing infrastructure and services. Few Torrance County roads would be utilized by the Projects and Additional Facilities, and some access roads would be newly constructed on private land. The Applicants would work with the Torrance County Road Department to obtain necessary approvals for use of County roads. As previously described, although the Projects and Additional Facilities would place minimal demand on County services, the Applicants would also work Torrance County emergency management services for this development.</p>
<p>Goal F, Objective 1: Promote the Estancia Basin as the prime location for new, but low water consumptive agriculture and agri-business</p>	<p>Transmission lines distribute power, use minimal water post-construction, and generate no emissions or pollutants. Transmission lines typically use water during construction for concrete and dust abatement, and little to no water during O&M. The Additional Facilities would consume far less water than standard agricultural uses.</p>
<p>Goal F, Objective 2: Preserve and protect grazing and ranching lands from development that is detrimental to existing land use</p>	<p>Wind energy development and associated infrastructure is highly compatible with grazing and ranching activities, which are the current land uses within the Project(s) areas and Additional Facilities. Wind energy development can help by using land in place of other potential uses that could disrupt or impede grazing and ranching activities.</p>

Comprehensive Land Use Plan Goal	Additional Facilities' Goal Conformance Description ^a
<p>Goal J: Ensure an adequate supply of quality water for current and future needs of the County</p>	<p>The Additional Facilities are anticipated to have a low impact on local water resources. Water would only be required during construction for dust abatement and to mix concrete for transmission line structure foundations. Construction water would likely be obtained from one or more existing wells within the Special Use District (SUD) or the broader Project(s) areas. Transmission lines also use minimal water post-construction. The Projects and Additional Facilities would provide Torrance County with quality economic development with no negative impact on the current and future water needs of Torrance County.</p>
<p>Goal M, Objective 2: Provide power services to meet the future needs of the County</p>	<p>While energy generated by the Projects would be delivered to the regional electric grid, interconnection and transmission system upgrades for the Projects would enhance the capacity of the overall local and regional electrical transmission systems.</p>
<p>Goal M, Objective 3: Investigate the potential for wind and solar generated power in the County</p>	<p>By issuing the Zoning Ordinance Amendment, SUD, Torrance County would be allowing the Projects to advance to further development stages. Torrance County has supported the Applicants in their analysis of potential wind generated power within Torrance County through approval to establish temporary meteorological (MET) towers within the areas where the Projects are anticipated to be developed.</p>
<p>Goal N: Encourage the attraction, retention, and expansion of businesses in order to provide quality jobs for County residents</p>	<p>Wind energy is one of the fastest growing industries across the country and the globe, and the fastest growing energy source in the world. Wind energy projects provide quality jobs, a new source of revenue for ranchers, and an increased local tax base for rural communities. The Projects would generate substantial full-time equivalent jobs during construction as well as during operations. Portions of the Projects SUD applications are provided in Exhibit B which provide economic impact discussion.</p>

Comprehensive Land Use Plan Goal	Additional Facilities' Goal Conformance Description ^a
<p>Goal O: Promote the exploration and utilization of natural resources within the County—with minimal disruption to the environment</p>	<p>Transmission lines distribute power, use minimal water post-construction, and generate no emissions or pollutants. Additional site-specific studies are ongoing and will be utilized to further minimize potential impacts to birds, bats, and other wildlife within the Project(s) and Additional Facilities areas. It is anticipated that results from these future studies would be similar to those documented at other wind energy and transmission line facilities located in the western U.S., where bird and bat mortality rates have been relatively low.</p>
<p>Goal Q, Objective 1: Promote the location of business and industry in areas that will provide long-term tax benefits to the County</p>	<p>Wind energy development and associated infrastructure, such as transmission lines, on privately owned rangelands and ranches is a compatible and complementary land use and would provide an additional economic return from these lands. Wind energy development on private ranch lands is effective in both attracting and expanding existing economic development. Torrance County would receive financial benefit from the Projects through Industrial Revenue Bond (IRB) and associated Payment in Lieu of Taxes (PILT) agreements, taxes, new employment, and local spending. Additional revenue to ranch operations within the SUD and the broader Project(s) areas would allow for reinvestment of additional capital into local ranching operations, likely resulting in an additional growth in tax base within the County. The Projects and Additional Facilities would generate temporary and permanent employment (direct and indirect jobs) and local expenditures during construction and operations. The Projects would also provide additional economic stimulus from local expenditures (state and county gross receipts taxes), project visitation, and potential ecotourism revenues.</p>

(a) See also Section 8.0, "Conformance with Comprehensive Land Use Plan," of this application

2.0 EXTENDED CORONA GEN-TIE SYSTEM

The Extended Corona Gen-tie System is a proposed 30.2-mi (48.6-km) single- and double-circuit 345kV transmission line, located in Torrance County that would connect the Corona Gen-tie System to the Western Spirit Transmission Project. The 1-mi (1.6-km) Study Area buffer surrounding the Extended Corona Gen-tie System defines the Extended Corona Gen-tie System Corridor, which is shown in Figure 2.1. As discussed in Chapter 4.0, *Methods and Metrics*. This 1-mi (1.6-km) study buffer was used for the risk analysis, based on a number of studies that have documented bird fatalities along power lines, extending from 197 ft (60 m) to 1 mi (1.6-km) from the power line right-of-way (ROW; Brown et al. 1984, 1987; Faanes 1987; Stehn and Wassenich 2008; Murphy et al. 2009; APLIC 2012).

Representative transmission structures are shown in Figures 2.2 and 2.3. Figure 2.2 depicts a single-circuit 345kV transmission structure with braced-post insulator array and two OPGWs for facility communications supported on davit arms. Figure 2.3 depicts a double-circuit 345kV transmission structure, also with braced-post insulator arrays and two OPGWs. Both horizontal and vertical dimensions are shown for both structure types.

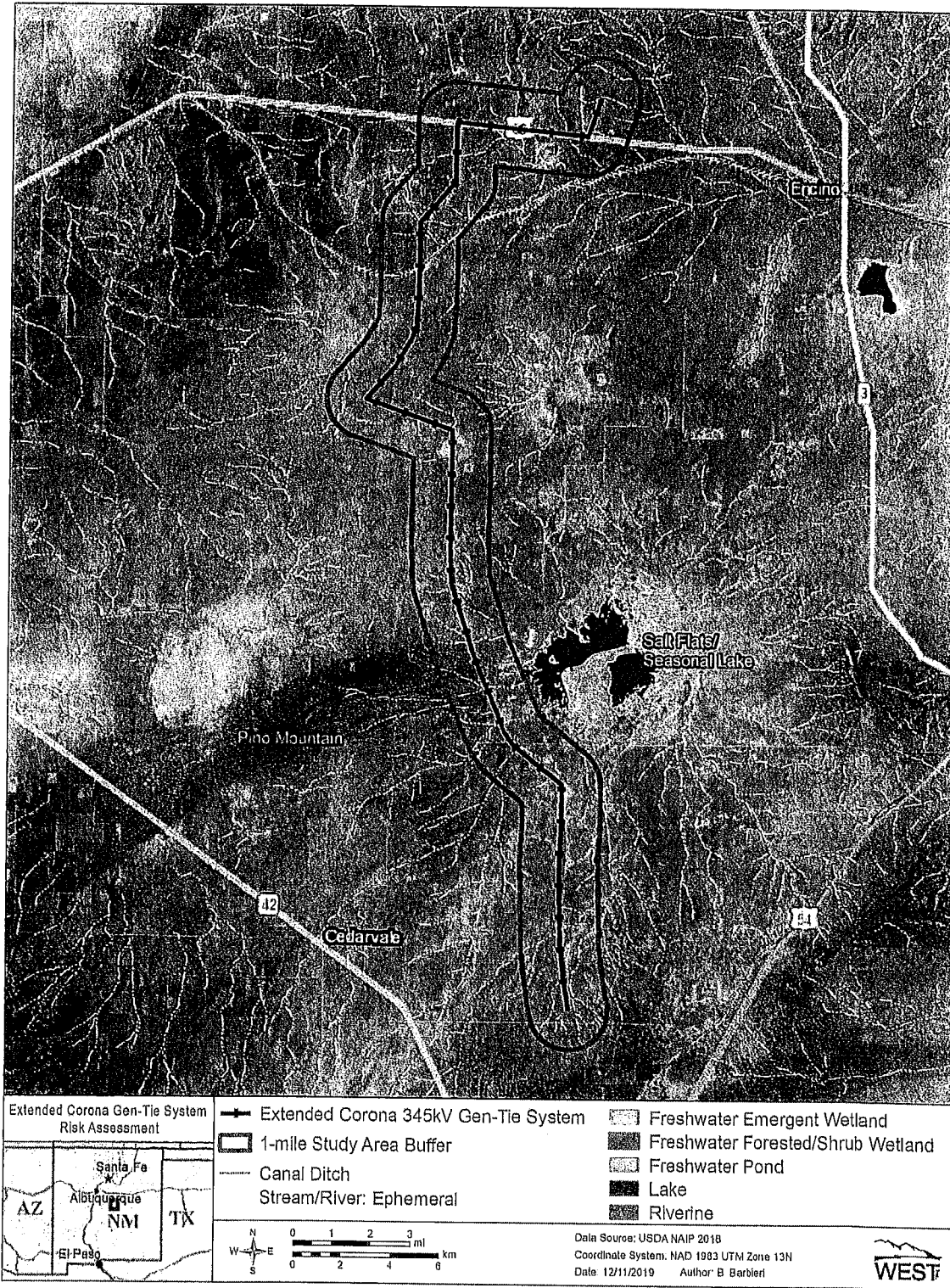


Figure 2.1. Extended Corona 345kV Gen-tie System Corridor with 1-mile (1.6-kilometer) Study Area buffer.

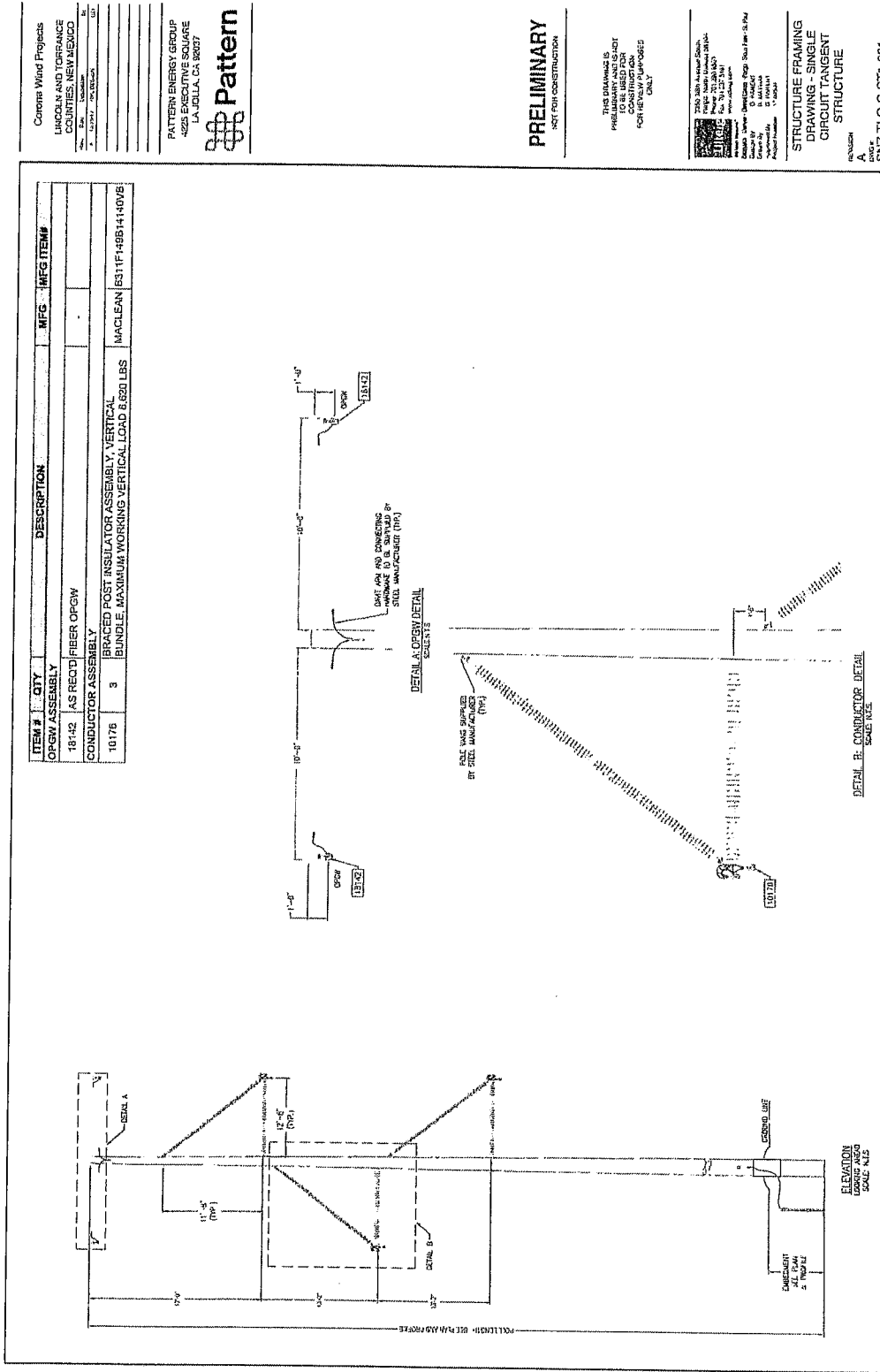


Figure 2.2. Representative single-circuit 345kV transmission tangent structure with braced-post insulator array and two Optical Ground Wires.

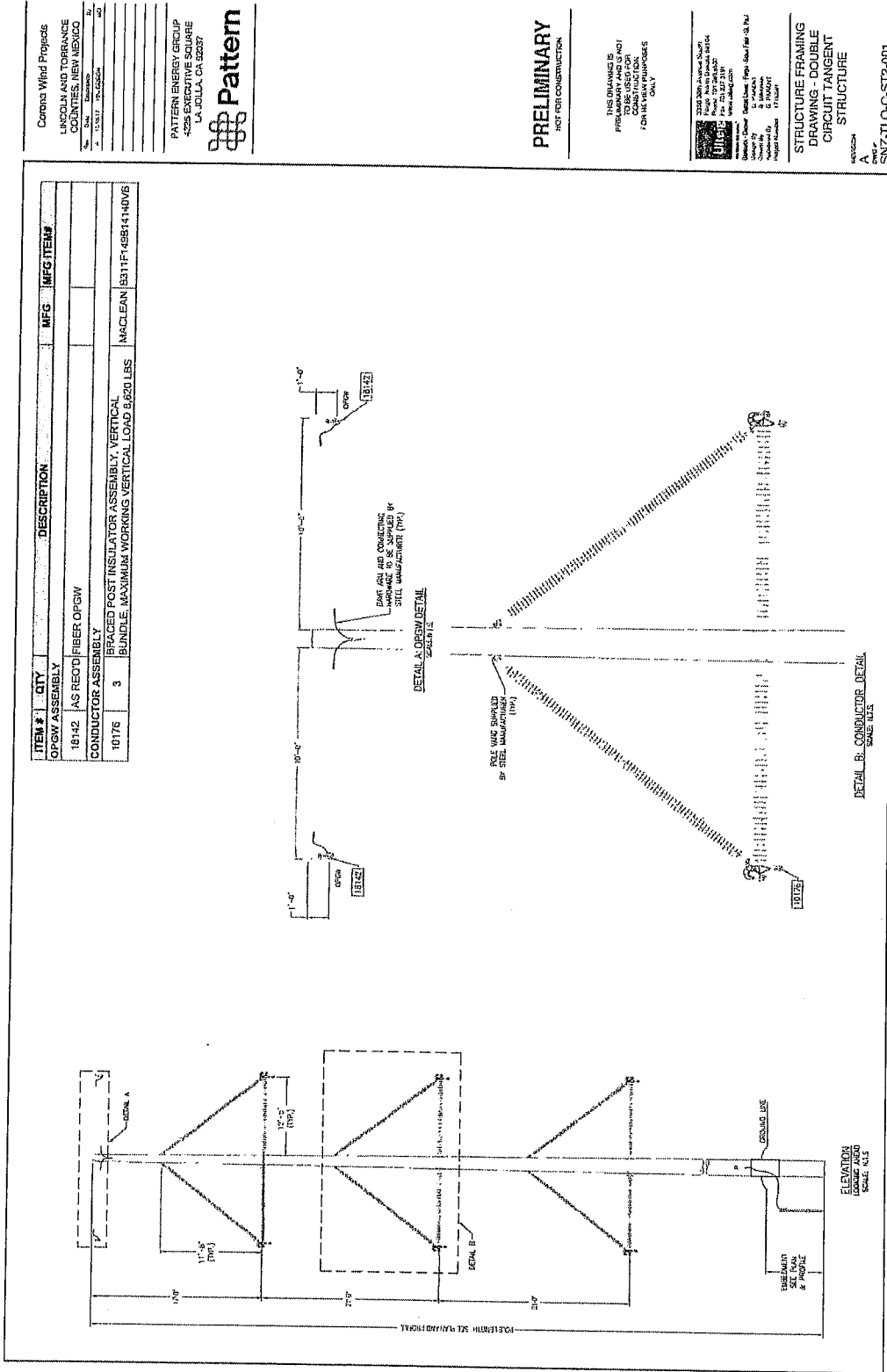
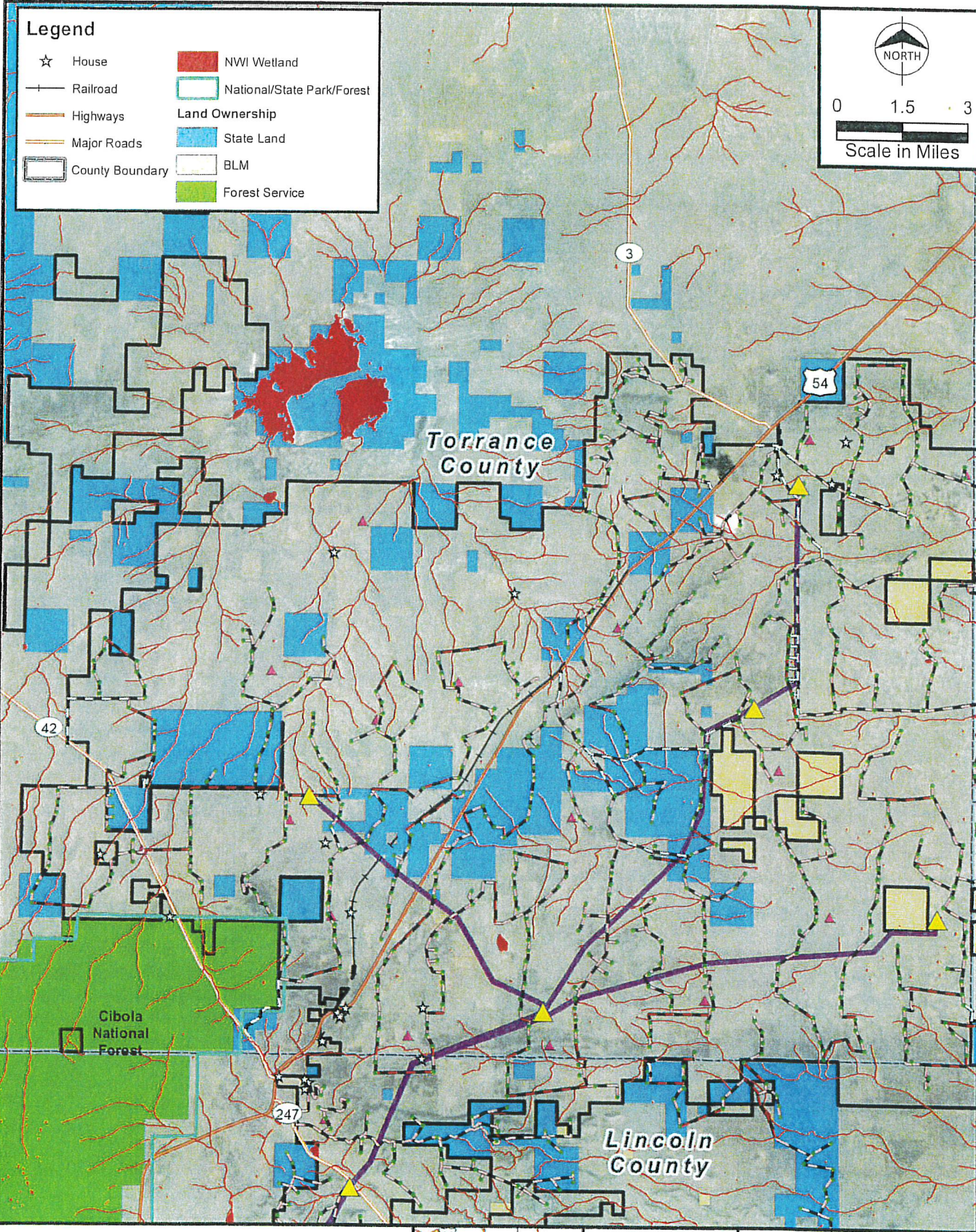
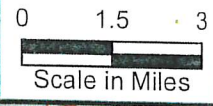


Figure 2.3. Representative double-circuit 345kV transmission tangent structure with braced-post insulator arrays and two Optical Ground Wires.

EXHIBIT A PROJECT OVERVIEW

Legend

- ☆ House
- Railroad
- Highways
- Major Roads
- County Boundary
- NWI Wetland
- National/State Park/Forest
- Land Ownership
- State Land
- BLM
- Forest Service



Project Elements

- Preliminary Turbine Location
- ▲ Met Tower
- ▲ Substations
- Wind Project Area
- Access Road
- Access Road/Crane Path
- Crane Path
- Project Transmission Line

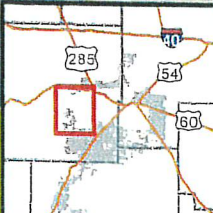
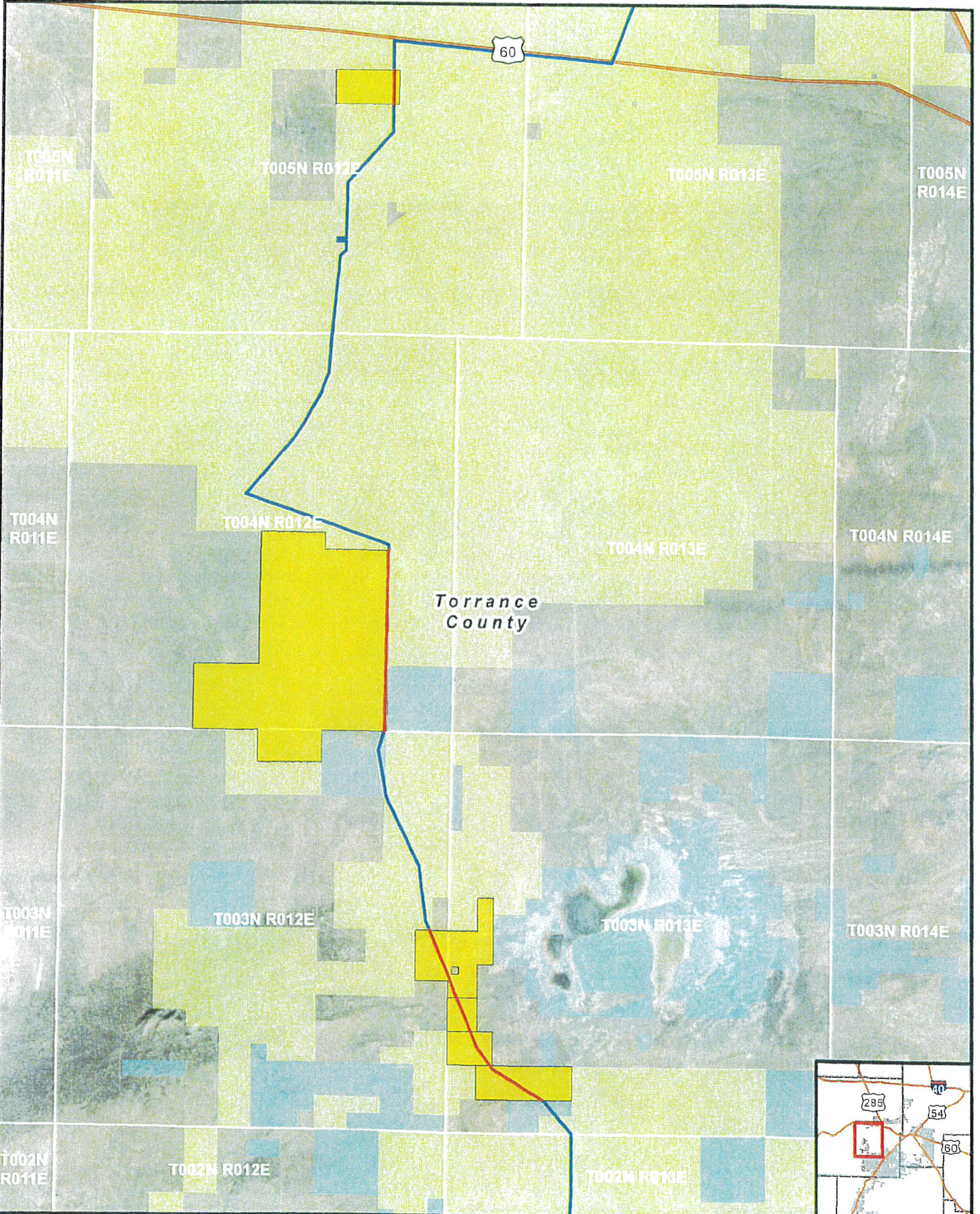


Exhibit A
 Project Overview
 Pattern Development
 Torrance Wind Projects
 Torrance County, New Mexico

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EXHIBIT A ADDITIONAL FACILITIES OVERVIEW

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-  Proposed Additional Facilities
-  Project Transmission Line
-  Proposed SUD Areas
-  Previously Approved SUD Area
-  State Land

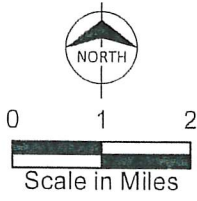
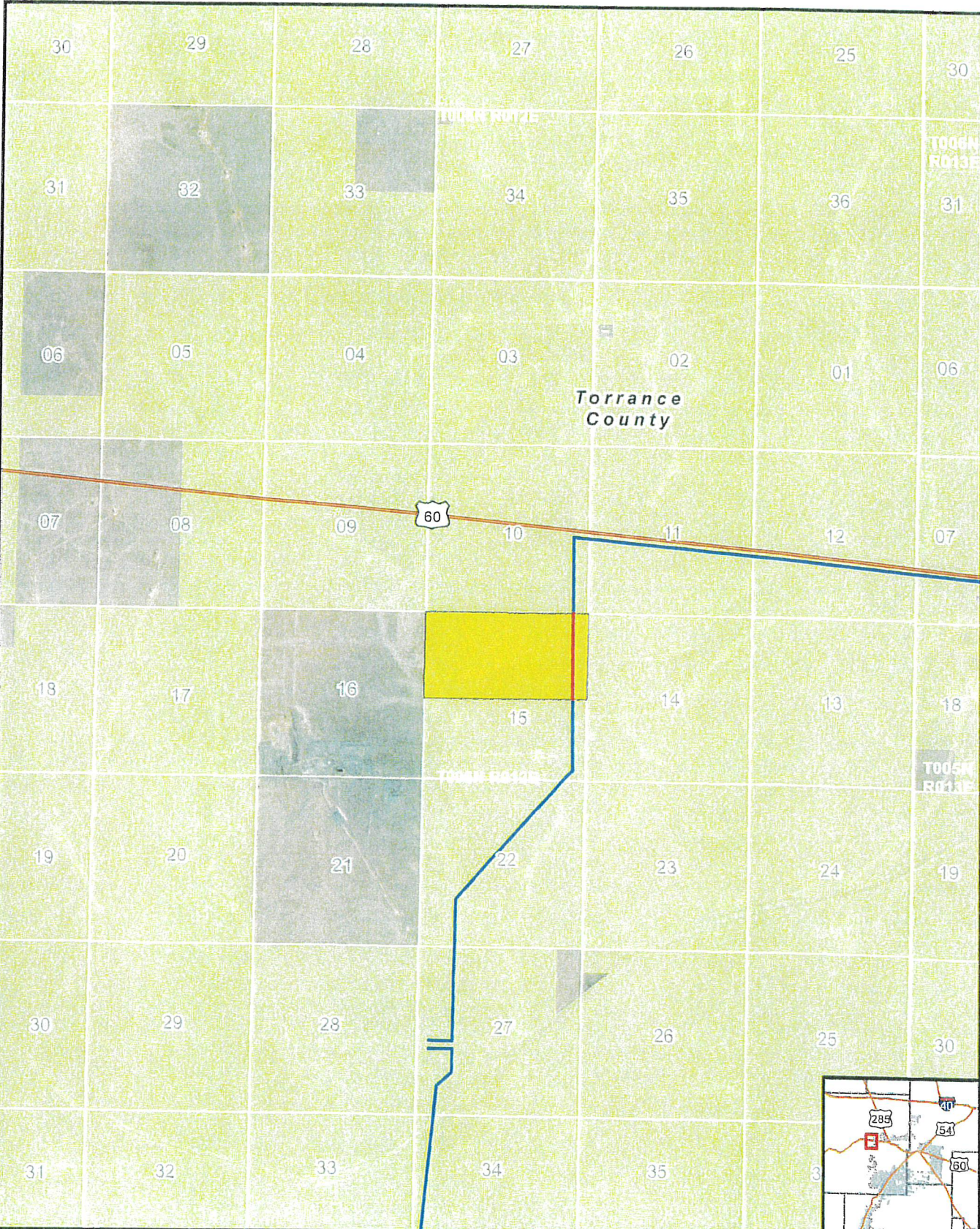


EXHIBIT A
Page 1 of 4
Additional Facilities Overview
Ancho Wind, Clines Corner
Wind Farm, Cowboy Mesa,
Duran Mesa, Red Cloud Wind
and Tecolote Wind Projects
Torrance County, New Mexico

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 Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



- Proposed Additional Facilities
- Project Transmission Line
- Proposed SUD Areas
- Previously Approved SUD Area
- State Land

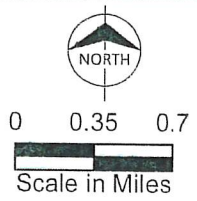
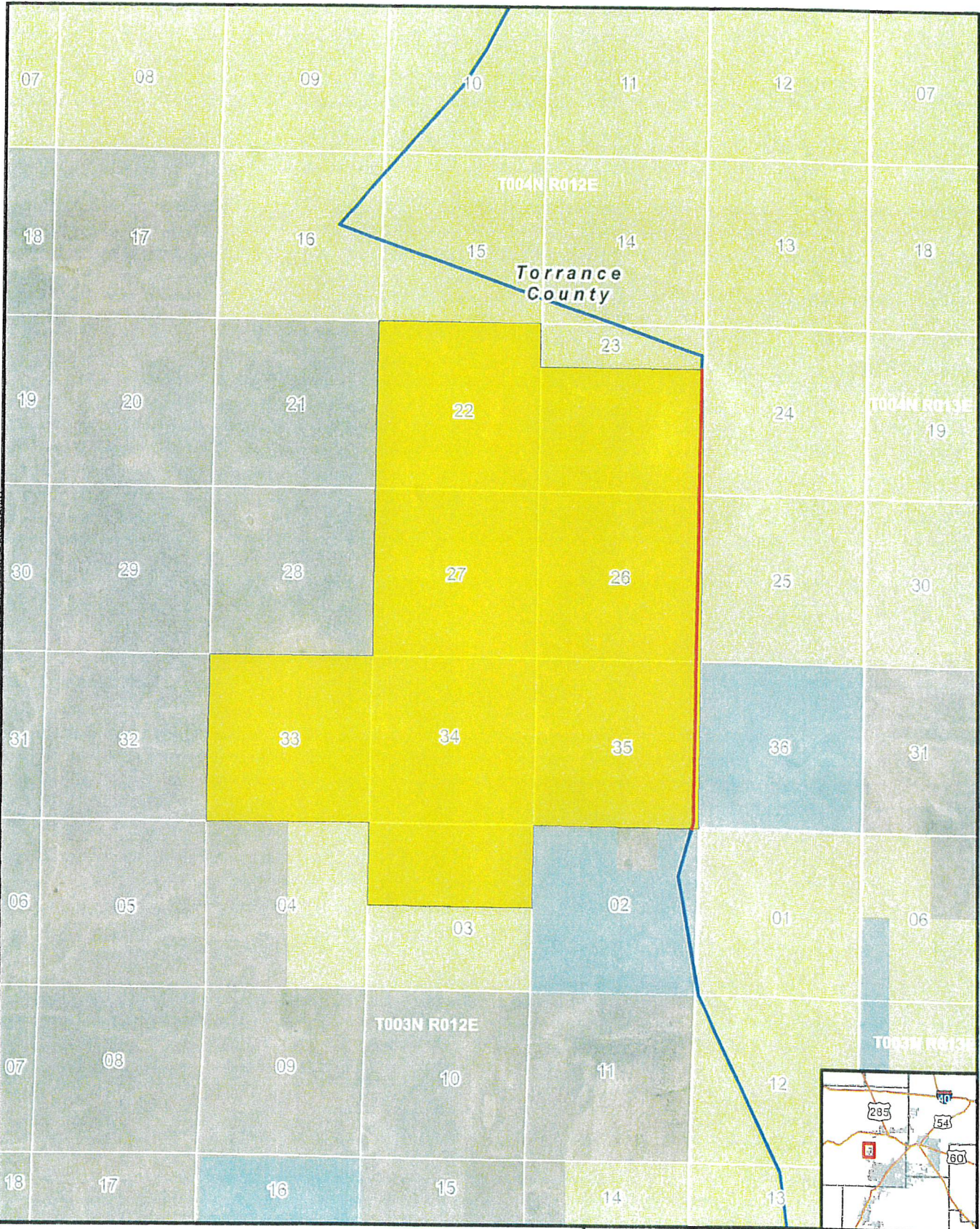


EXHIBIT A
 Page 2 of 4
 Additional Facilities Overview
 Ancho Wind, Clines Corner
 Wind Farm, Cowboy Mesa,
 Duran Mesa, Red Cloud Wind
 and Tecolote Wind Projects
 Torrance County, New Mexico

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- Proposed Additional Facilities
- Project Transmission Line
- Proposed SUD Areas
- Previously Approved SUD Area
- State Land

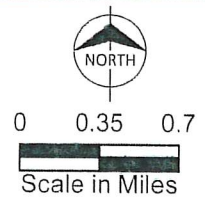
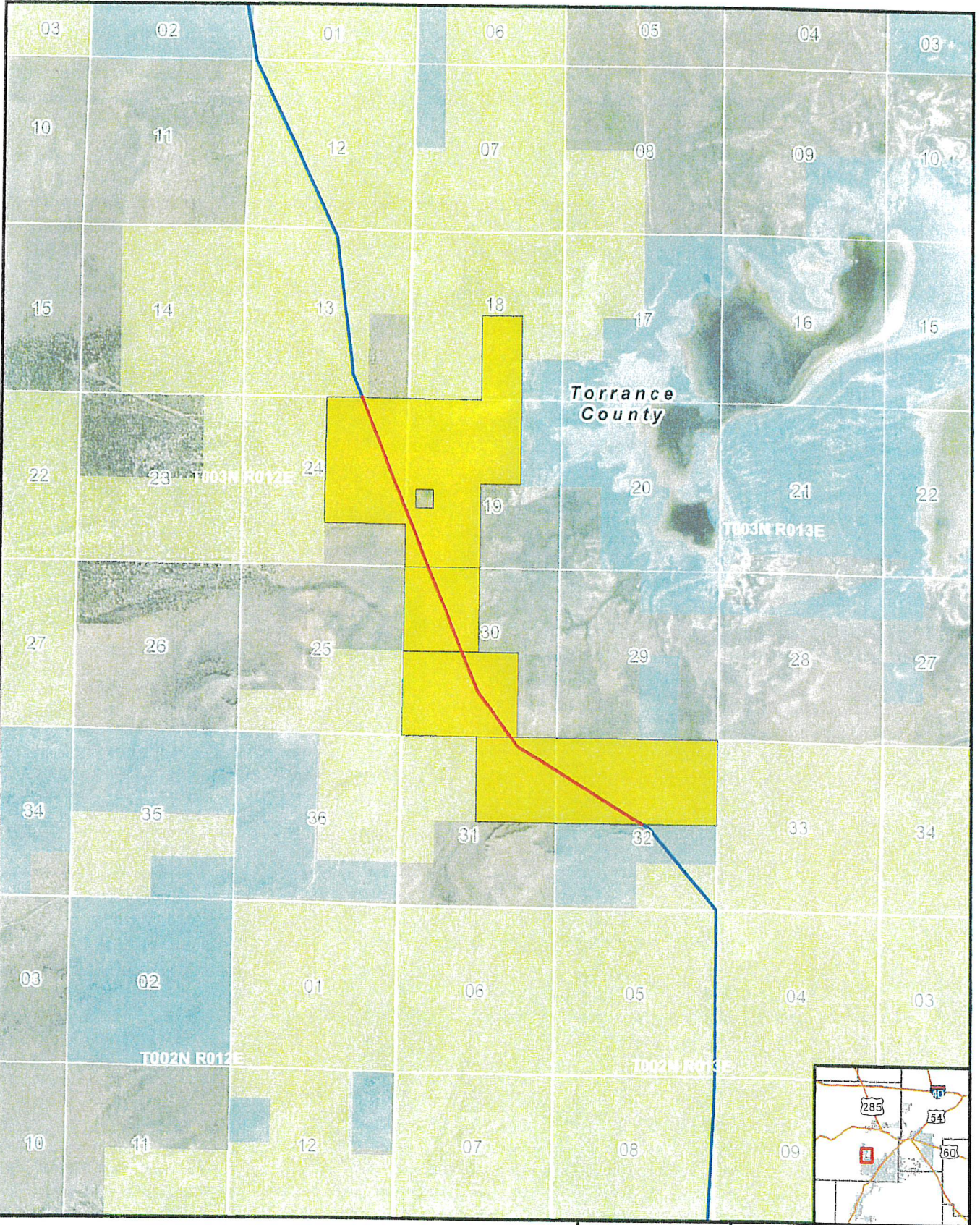


EXHIBIT A
Page 3 of 4
Additional Facilities Overview
Ancho Wind, Clines Corner
Wind Farm, Cowboy Mesa,
Duran Mesa, Red Cloud Wind
and Tecolote Wind Projects
Torrance County, New Mexico

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- Proposed Additional Facilities
- Project Transmission Line
- Proposed SUD Areas
- Previously Approved SUD Area
- State Land

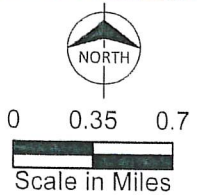


EXHIBIT A
Page 4 of 4
Additional Facilities Overview
Ancho Wind, Clines Corner
Wind Farm, Cowboy Mesa,
Duran Mesa, Red Cloud Wind
and Tecolote Wind Projects
Torrance County, New Mexico

Parcel No.: 1070028265398000000

Landowner: Delma E. Prather Revocable Trust

Legal Description:

The North Half (N ½) of Section Fifteen (15), Township Five (5) North, Range Twelve (12) East of the New Mexico Principal Meridian, in the County of Torrance, State of New Mexico.

Parcel No.: 1070020411136000000

Landowner: Dwight E. Luna

Legal Description:

All of Sections Twenty-Two (22), Twenty-Six (26), Twenty-Seven (27), Thirty-Three (33), Thirty-Four (34), and Thirty-Five (35), and the South Half (S ½) and the South Half (S ½) of the North Half (N ½) of Section Twenty-Three (23), all in Township Four (4) North, Range Twelve (12) East of the New Mexico Principal Meridian, in the County of Torrance, State of New Mexico.

AND

Lots One (1) through Four (4), and the South Half (S ½) of the North Half (N ½) of Section Three (3), Township Three (3) North, Range Twelve (12) East of the New Mexico Principal Meridian, in the County of Torrance, State of New Mexico.

Parcel No.: 1073015074354000000

Landowner: Monty & Kelly Pounds

Legal Description:

The Northeast Quarter (NE ¼) and the North Half (N ½) of the Southeast Quarter (SE ¼) of Section Twenty-Four (24), Township Three (3) North, Range Twelve (12) East of the New Mexico Principal Meridian, in the County of Torrance, State of New Mexico.

AND

The West Half (W ½) of the Southeast Quarter (SE ¼) of Section Eighteen (18), the West Half (W ½) of Section Nineteen (19), and the West Half (W ½) of the Northeast Quarter (NE ¼) of Section Nineteen (19), all in Township Three (3) North, Range Thirteen (13) East of the New Mexico Principal Meridian, in the County of Torrance, State of New Mexico.

LESS AND EXCEPT Parcel No. 1073015060216000000 in Township Three (3) North, Range Thirteen (13) East of the New Mexico Principal Meridian, in the County of Torrance, State of New Mexico.

Parcel No.: 1073014122404000000

Landowner: Monty & Kelly Pounds

Legal Description:

Lots One (1) and Two (2), and the East Half (E ½) of the Northwest Quarter (NW ¼) of Section Thirty (30), all in Township Three (3) North, Range Thirteen (13) East of the New Mexico Principal Meridian, in the County of Torrance, State of New Mexico.

Parcel No.: 1073014188134000000

Landowner: Monty & Kelly Pounds

Legal Description:

Lots Three (3) and Four (4), the East Half (E ½) of the Southwest Quarter (SW ¼), and the West Half (W ½) of the Southeast Quarter (SE ¼), of Section Thirty (30), all in Township Three (3) North, Range Thirteen (13) East of the New Mexico Principal Meridian, in the County of Torrance, State of New Mexico.

Parcel No.: 1074013135406000000

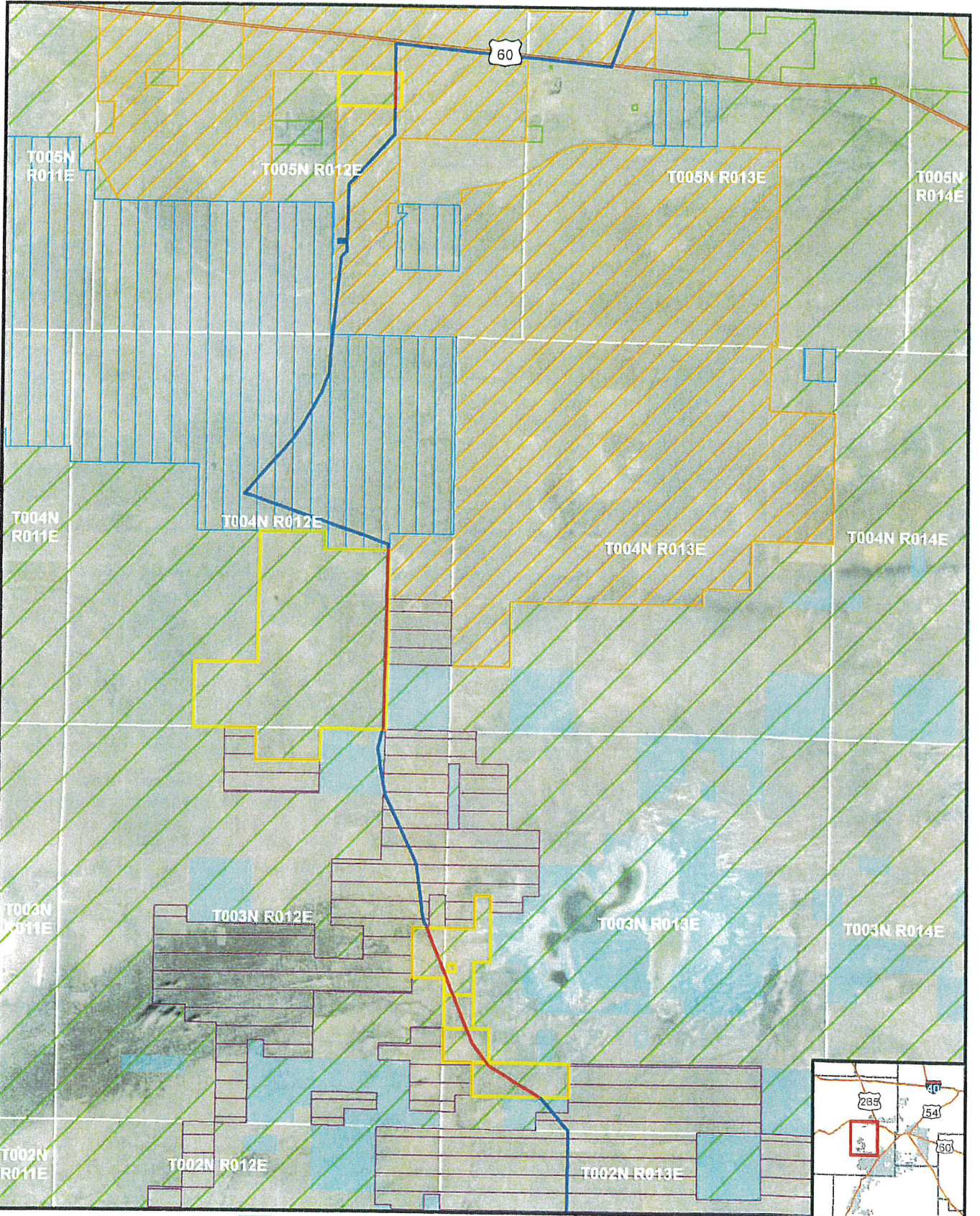
Landowner: Monty & Kelly Pounds

Legal Description:

The Northeast Quarter (NE ¼) of Section Thirty-One (31) and the North Half (N ½) of Section Thirty-Two (32), all in Township Three (3) North, Range Thirteen (13) East of the New Mexico Principal Meridian, in the County of Torrance, State of New Mexico.

EXHIBIT N TORRANCE COUNTY ZONING MAP

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 Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



- Proposed Additional Facilities
- Project Transmission Line
- Corona SUD
- EICabo SUD
- LaJoya SUD
- A (Agricultural, 40 ac min.)
- Proposed SUD Areas
- State Land

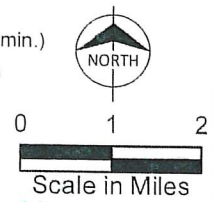
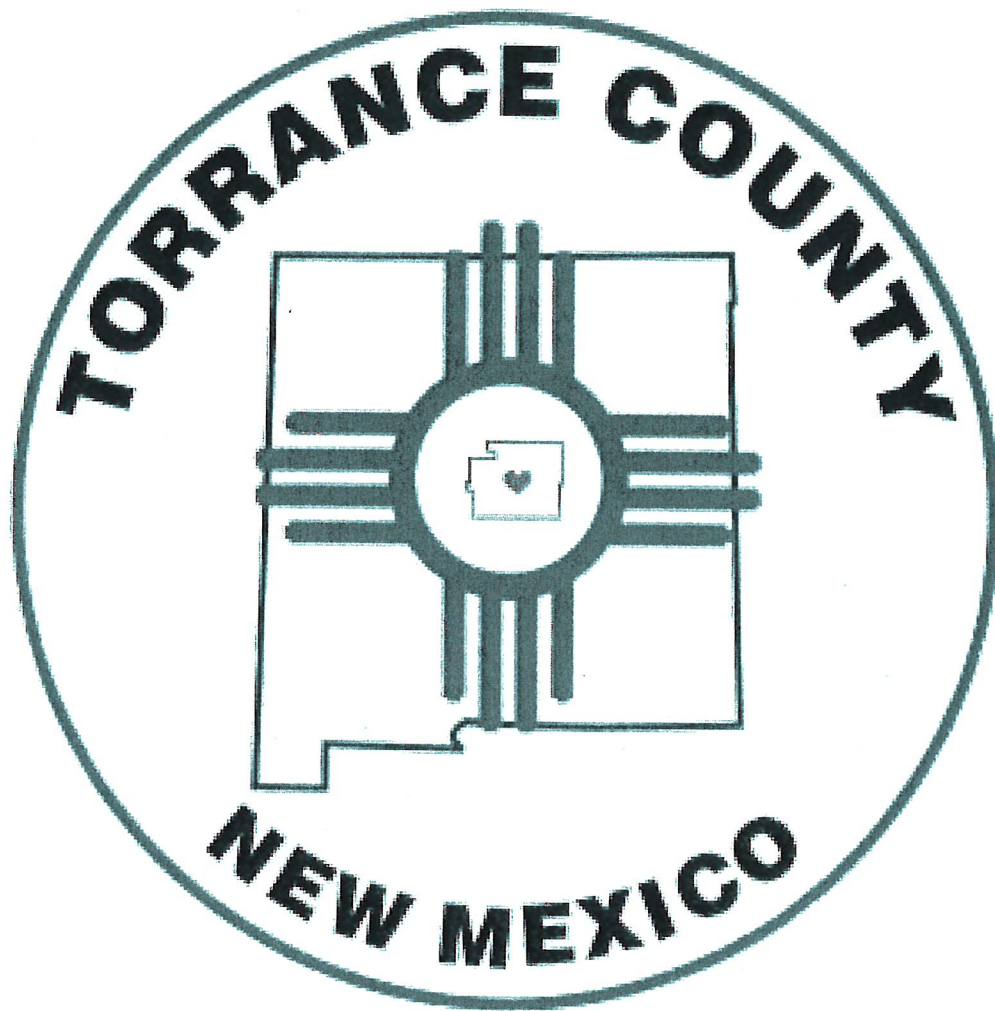


EXHIBIT N
 Zoning
 Ancho Wind, Clines Corner
 Wind Farm, Cowboy Mesa,
 Duran Mesa, Red Cloud Wind
 and Tecolote Wind Projects
 Torrance County, New Mexico

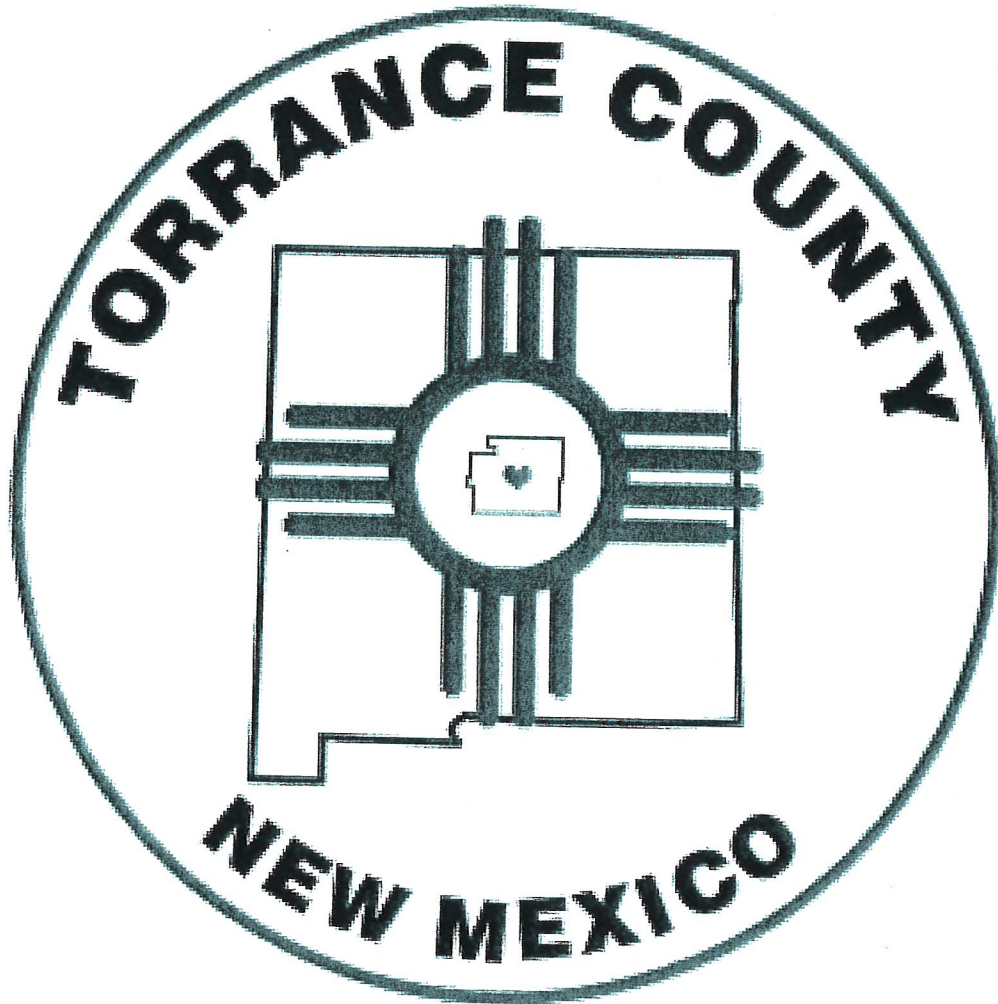


Source: Esri, Pattern Development, and Burns & McDonnell Engineering Company, Inc.



Agenda Item

No. 10



*Agenda Item
No. 11-A*

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TORRANCE COUNTY
BOARD OF COUNTY COMMISSONERS
RESOLUTION NO. R 2020-

A Resolution Establishing A County Cooperative (COOP) Program with The New Mexico Department of Transportation for the Project CAP, CN L500419

WHEREAS, the State of New Mexico Legislature has allocated funds to Torrance County for the purpose of construction and improvement of public highways and roads, and

WHEREAS, the project CAP is approved for funding based on a total project cost of \$253,229.00; and

WHEREAS, the Local Government Road Fund Program requires a twenty-five percent (25%) match to the New Mexico Department of Transportation's share of seventy-five percent (75%), Torrance County's share totals \$63,307.00; and

WHEREAS, Torrance County will perform 'PAVEMENT REHABILITATION/IMPROVEMENTS OF VARIOUS COUNTY ROADS, 'the projects are as follows:

- | | |
|---------------------|-----------|
| CR Ewing Rd. | 4.6 miles |
| CR Indian Hills Rd. | 2.0 miles |

WHEREAS, the above referenced project is a priority that has been adopted into Torrance County's long-term plan.:

CONTINUATION PAGE 2, RESOLUTION NO. _____
RESOLUTION TITLE

1 **NOW, THEREFORE BE IT RESOLVED:**

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3 **DONE THIS ___ DAY OF _____, 2019.**

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6 **APPROVED AS TO FORM ONLY: BOARD OF COUNTY COMMISSIONERS**

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9 _____
County Attorney Date

Ryan Schwebach, Chair

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11

Kevin McCall, Member

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13

14 **ATTEST:**

Javier Sanchez, Member

15

16 _____
Linda Jaramillo, County Clerk

17

18 Date: _____

Contract No. _____
Vendor No. _____
Control No. L500419

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Torrance County** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Pavement Rehabilitation/Improvements, Blading and Shaping of Various County Roads**, as described in Control No. **L500419**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **Two Hundred Fifty Three Thousand Two Hundred Twenty Nine Dollars (\$253,229.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% **\$189,922.00**

**Pavement Rehabilitation/Improvements, Blading and Shaping of Various
County Roads**

2. The Public Entity's required proportional matching
Share shall be 25% **\$63,307.00**
For purpose stated above

3. Total Project Cost **\$253,229.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **One Hundred Eighty Nine Thousand Nine Hundred Twenty Two Dollars (\$189,922.00)**.

- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - 1. Utility Certification,
 - 2. Drainage and storm drain design,
 - 3. Geotechnical design,
 - 4. Pavement design,
 - 5. Environmental and archaeological clearances Certification,
 - 6. Right of-way acquisition Certification,
 - 7. Hazardous substance/waste site(s) contamination,
 - 8. Railroad Certification,
 - 9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State

Transportation Commission.

- k. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities form**, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2021. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is to be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____ Date: _____
Assistant General Counsel

Torrance County

By: _____ Date: _____
Title: _____

Attest: _____
County Clerk

**EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation
District 5 LGRF Coordinator

Cooperative Agreement No. _____ Control No. L500419

Joint Powers Agreement No. _____ Control No. _____

Entity: Torrance County

Scope of Work (Including Routes and Termini):

CR Ewing Rd *from Hwy 542 start project ending at State Hwy 55*

CR Indian Hills Rd * from Lexco Rd start project for 2.0 miles going W to end of project *

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this agreement and in the Local Government Road Fund Project Handbook (Current Edition).

2. Construction of the project was performed in accordance with standards and specifications set forth in: _____ And completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

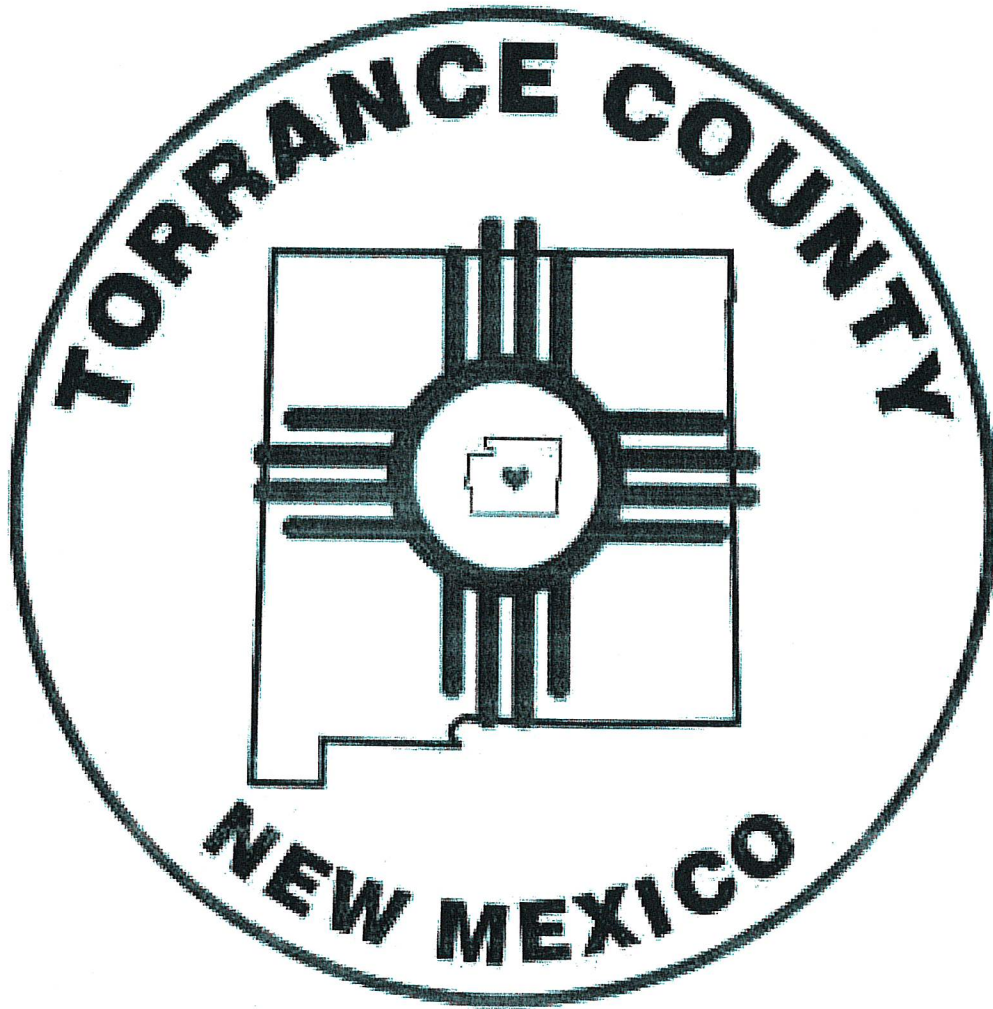
Name

Date

Printed Name

Title

As Built Summary of Costs and Quantities				Equipment	Labor	Materials
Entity:	Torrance County Road Department	DO:	CN: L500419			
Project No.:	CAP					
Termini:	County Roads- Ewing Rd * Form state Hwy 542 start project to Hwy 55 end of project *4.6 miles					
	Indian Hills Rd * from Lexco Rd start project for 2.0 miles going W to end of project.*					
	Total Miles 6.6					
Scope of Work:	Pavement Rehabilitation/Improvements and Blading & Shaping on various county roads within the control of public entity.					
	Item Description	Unit	Final Quantity	Unit Cost	Final Cost	
	Equipment/Labor					
	Equipment	hours	530	\$40.700943	\$ 21,571.50	\$21,572
	Labor	hours	980	\$14.547245	\$ 14,256.30	\$14,256
	Material					
	1/2 Chips	Tons	2000.00	\$20.00	\$ 40,000.00	\$40,000
	HFE 100P	Tons	179.00	\$670.00	\$ 119,930.00	\$119,930
	Cold Mix	Tons	345.00	\$85.00	\$ 29,325.00	\$29,325
	Fog seal	Tons	60.00	\$470.00	\$ 28,200.00	\$28,200
	Total Estimated Cost				\$253,282.80	
						\$21,572 \$14,256 \$217,455
						Total \$253,283
						Project Cost \$ 253,282.80
						Project Award \$ 253,229.00
						over \$ 53.80
						Payed by County
Torrance County Manager		Date:				



*Agenda Item
No. 11-B*

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TORRANCE COUNTY
BOARD OF COUNTY COMMISSONERS
RESOLUTION NO. R 2020-

A Resolution Establishing A County Cooperative (COOP) Program with The New Mexico Department of Transportation for the Project SB, CN L500411

WHEREAS, the State of New Mexico Legislature has allocated funds to Torrance County for the purpose of construction and improvement of public highways and roads, and

WHEREAS, the project SB is approved for funding based on a total project cost of \$120,036.00; and

WHEREAS, the Local Government Road Fund Program requires a twenty-five percent (25%) match to the New Mexico Department of Transportation's share of seventy-five percent (75%), Torrance County's share totals \$30,009.00; and

WHEREAS, Torrance County will perform PAVEMENT REHABILITATION/IMPROVEMENTS OF VARIOUS COUNTY ROADS, the projects are as follows:

CR Cedar Ln. 2.4 miles

CR Paradise Meadows Loop. 1.3 miles

WHEREAS, the above referenced project is a priority that has been adopted into Torrance County's long-term plan.:

CONTINUATION PAGE 2, RESOLUTION NO. _____
RESOLUTION TITLE

1 **NOW, THEREFORE BE IT RESOLVED:**

2

3 **DONE THIS ___ DAY OF _____, 2019.**

4

5

6 **APPROVED AS TO FORM ONLY: BOARD OF COUNTY COMMISSIONERS**

7

8

9 _____
County Attorney Date

Ryan Schwebach, Chair

10

11

Kevin McCall, Member

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Javier Sanchez, Member

14 **ATTEST:**

15

16 _____
Linda Jaramillo, County Clerk

17

18 Date: _____

Contract No. _____
 Vendor No. _____
 Control No. L500411

**LOCAL GOVERNMENT ROAD FUND
 COOPERATIVE AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Torrance County** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Pavement Rehabilitation/Improvements, Blading and Shaping of Various County Roads**, as described in Control No. **L500411**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is **One Hundred Twenty Thousand Thirty Six Dollars (\$120,036.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% **\$90,027.00**

**Pavement Rehabilitation/Improvements, Blading and Shaping of Various
 County Roads**

2. The Public Entity's required proportional matching
 Share shall be 25% **\$30,009.00**
 For purpose stated above

3. Total Project Cost **\$120,036.00**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **Ninety Thousand Twenty Seven Dollars (\$90,027.00)**.

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 1. Utility Certification,
 2. Drainage and storm drain design,
 3. Geotechnical design,
 4. Pavement design,
 5. Environmental and archaeological clearances Certification,
 6. Right of-way acquisition Certification,
 7. Hazardous substance/waste site(s) contamination,
 8. Railroad Certification,
 9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) days of completion, provide written certification that all work under

this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.

- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2021. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Torrance County

By: _____

Date: _____

Title: _____

Attest: _____
County Clerk

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District 5 LGRF Coordinator

Cooperative Agreement No. _____ Control No. L500411

Joint Powers Agreement No. _____ Control No. _____

Entity: Torrance County

Scope of Work (Including Routes and Termini):

CR Cedar Lane * from Lexco Rd start project proceed w 2.4 miles to end of project *

CR Paradise Meadows Loop * from Hwy 66 turn S on Skyline Rd for 1/2 mile to Paradise Meadows Loop start project proceed 1.3 miles to county line, end of project*

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this agreement and in the Local Government Road Fund Project Handbook (Current Edition).

2. Construction of the project was performed in accordance with standards and specifications set forth in: _____ And completed on _____, 20____; and

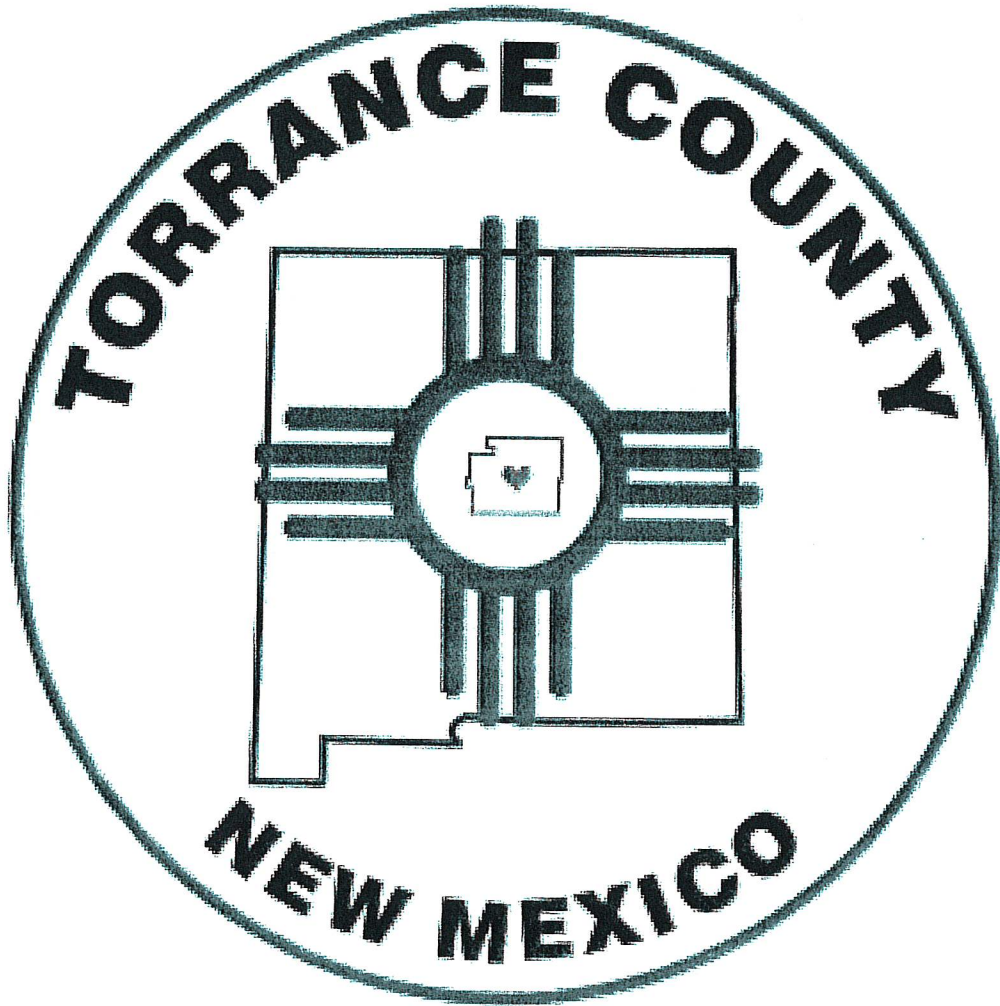
3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Printed Name

Title



*Agenda Item
No. 11-C*

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TORRANCE COUNTY
BOARD OF COUNTY COMMISSONERS
RESOLUTION NO. R 2020-_____

A Resolution Establishing A County Cooperative (COOP) Program with The New Mexico Department of Transportation for the Project SP, CN L500391

WHEREAS, the State of New Mexico Legislature has allocated funds to Torrance County for the purpose of construction and improvement of public highways and roads, and

WHEREAS, the project SP is approved for funding based on a total project cost of \$82,667.00; and

WHEREAS, the Local Government Road Fund Program requires a twenty-five percent (25%) match to the New Mexico Department of Transportation's share of seventy-five percent (75%), Torrance County's share totals \$20,667.00; and

WHEREAS, Torrance County will perform PAVEMENT REHABILITATION/IMPROVEMENTS OF VARIOUS COUNTY ROADS, the projects are as follows:

CR Willow Lake W. 1 mile

WHEREAS, the above referenced project is a priority that has been adopted into Torrance County's long-term plan.:

1 NOW, THEREFORE BE IT RESOLVED:

2

3 DONE THIS ___ DAY OF _____, 2019.

4

5

6 APPROVED AS TO FORM ONLY: BOARD OF COUNTY COMMISSIONERS

7

8

9 _____
County Attorney Date

Ryan Schwebach, Chair

10

11

Kevin McCall, Member

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Javier Sanchez, Member

14 ATTEST:

15

16 _____
Linda Jaramillo, County Clerk

17

18 Date: _____

Contract No. _____
Vendor No. _____
Control No. L500391

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Torrance County** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Pavement Rehabilitation/Improvements, Blading and Shaping of Various County Roads**, as described in Control No. **L500391**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **Eighty Two Thousand Six Hundred Sixty Seven Dollars (\$82,667.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% **\$62,000.00**

**Pavement Rehabilitation/Improvements, Blading and Shaping of Various
County Roads**

2. The Public Entity's required proportional matching
Share shall be 25% **\$20,667.00**
For purpose stated above

3. Total Project Cost **\$82,667.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **Sixty Two Thousand Dollars (\$62,000.00)**.

- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 1. Utility Certification,
 2. Drainage and storm drain design,
 3. Geotechnical design,
 4. Pavement design,
 5. Environmental and archaeological clearances Certification,
 6. Right of-way acquisition Certification,
 7. Hazardous substance/waste site(s) contamination,
 8. Railroad Certification,
 9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) days of completion, provide written certification that all work under

this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.

- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2021. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____ Date: _____
Assistant General Counsel

Torrance County

By: _____ Date: _____

Title: _____

Attest: _____
County Clerk

**EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation
District 5 LGRF Coordinator

Cooperative Agreement No. _____ Control No. L500391

Joint Powers Agreement No. _____ Control No. _____

Entity: Torrance County

Scope of Work (Including Routes and Termini):

CR Willow Lake W. * from hwy. 41 start project going west 1 mile to end of project*

I, the undersigned, in my capacity as _____ of _____ state that:

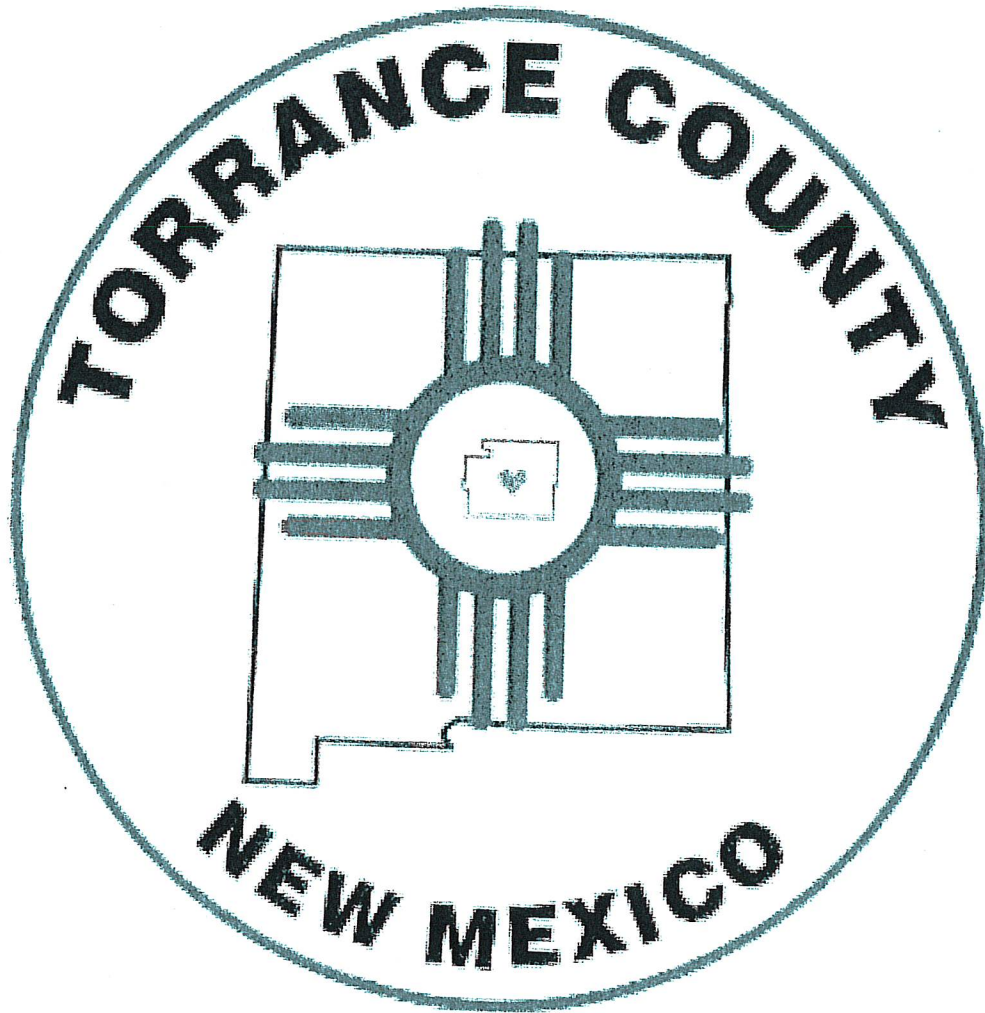
1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this agreement and in the Local Government Road Fund Project Handbook (Current Edition).

2. Construction of the project was performed in accordance with standards and specifications set forth in: _____ And completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name Date

Printed Name Title



Agenda Item
No. 11-D

6. The Resolution and the Grant Agreement have been duly signed and adopted in accordance with all applicable laws and neither has been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Grantee to carry out and enforce the provisions of the Grant Agreement.

7. No event will result from the execution and delivery of the Grant Agreement that constitutes a default or an Event of Default under either the Grant Agreement or the Resolution, and no Event of Default and no default under the Grant Agreement or the Resolution has occurred and is continuing on the date of this Certificate.

8. The Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Grant Agreement to have been authorized, approved, performed or consummated by the Grantee at or prior to the date of this Certificate. The Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Grant Agreement.

9. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Grant Agreement or any of the actions required to be taken by the Resolution or the Grant Agreement to the date of this Certificate have been obtained and are in full force and effect.

10. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the completion of the Project have been obtained and are in full force and effect.

11. Neither the Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Grant Agreement conflicts or will conflict with, or constitute a breach by the Grantee of, or default by the Grantee under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Grantee is subject or by which it is bound.

12. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Grantee, at law or in equity, by or before any court, public board or body, nor to the Grantee's knowledge is there any basis therefore, affecting the existence of the Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Grantee, (b) the use of the proceeds of the Grant Agreement for the Project, (c) the validity or enforceability of the Grant Agreement or any proceedings of the Grantee with respect to the Grant Agreement or the Resolution, (d) the execution and delivery of the Grant Agreement or (e) the power of the Grantee to carry out the transactions contemplated by the Grant Agreement or the Resolution.

13. From at least April 25, 2019, to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers and members of the Governing Body of the Grantee:

Chairman: Ryan Schwebach
Members: Javier Sanchez
Kevin McCall

County Clerk: Linda Jaramillo

14. To the best of our knowledge and belief after due investigation, none of the Events of Default referred to in Article IX of the Grant Agreement has occurred.

15. The Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Grantee contained in the Grant Agreement and in the Resolution are true and correct as of the date of this Certificate.

16. To the best of our knowledge and belief after due investigation, neither the Chairman, County Clerk, any member or director of the Governing Body of the Grantee, nor any other officer, employee or other agent of the Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

17. Regular meetings of the Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at Torrance County Administrative Building, 205 S. Ninth Street, Estancia, New Mexico 87016, which is the principal meeting place of the Grantee.

18. The Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Grantee's Governing Body in connection with the Grant Agreement. The Open Meetings Act Resolution No. R2020-1 (the "Open Meetings Act Resolution") adopted and approved by the Governing Body on January 8, 2020, establishes notice standards as required by Section 10-15-1, NMSA 1978, as amended and supplemented. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Grant Agreement and Resolution was taken at meetings held in compliance with the Open Meetings Act Resolution then in effect.

19. The Chairman and County Clerk, on the date of the signing of the Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Grantee authorized to execute the Grant Agreement.

20. This Certificate is for the benefit of the Finance Authority.

21. This Certificate may be executed in counterparts.

[Signatures on the following page.]

WITNESS our signatures and the seal of the Grantee this October 2, 2020.

TORRANCE COUNTY

(SEAL)

By _____
Ryan Schwebach, Chairman

By _____
Linda Jaramillo, County Clerk

TORRANCE COUNTY
RESOLUTION NO. _____

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOCAL GOVERNMENT PLANNING GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), AND TORRANCE COUNTY (THE "GRANTEE"), IN THE AMOUNT OF \$50,000.00 EVIDENCING AN OBLIGATION OF THE GRANTEE TO UTILIZE THE GRANT AMOUNT AND THE LOCAL MATCH AMOUNT, IF APPLICABLE, SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF ECONOMIC DEVELOPMENT PLAN/COMPREHENSIVE PLAN WITH LEDA, AND SOLELY IN THE MANNER DESCRIBED IN THE GRANT AGREEMENT; CERTIFYING THAT THE GRANT AMOUNT, TOGETHER WITH THE LOCAL MATCH, IF APPLICABLE, AND OTHER FUNDS AVAILABLE TO THE GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of the Resolution unless the context requires otherwise.

WHEREAS, the Grantee is a legally and regularly created, established, organized and existing County, in good standing under the general laws of the State of New Mexico and more specifically Sections 4-30-1 and 4-30-2 NMSA 1978, as amended;

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority's Rules Governing the Local Government Planning Fund and NMSA 1978, § 6-21-6.4, as amended; and

WHEREAS, the Governing Body hereby determines that the Project may be financed with amounts granted pursuant to the Grant Agreement, that the Grant Amount, together with the Local Match, if applicable, and other moneys available to the Grantee, is sufficient to complete the Project, and that it is in the best interest of the Grantee and the public it serves that the Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Grant Agreement, accept the Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and a Planning Document must be completed within one (1) year from the Closing Date,

or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grant Agreement shall not constitute a general obligation of the Grantee or a debt of pledge of the faith and credit of the Grantee, the Finance Authority or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the County Clerk this Resolution and the form of the Grant Agreement which is incorporated by reference and made a part hereof; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Grant Amount for the purposes described and according to the restrictions set forth in the Grant Agreement; and (ii) the authorization, execution and delivery of the Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. All terms used herein have the same definition as contained in the draft Grant Agreement, dated October 2, 2020.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Grantee and officers of the Grantee, directed toward the Project and the execution and delivery of the Grant Agreement, shall be and the same hereby is ratified, approved and confirmed.

Section 3. Authorization of the Project and the Grant Agreement. The Project and the method of funding the Project through execution and delivery of the Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Grantee and the public it serves.

Section 4. Findings. The Governing Body on behalf of the Grantee hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to compile a comprehensive plan that will include a LEDA component for Southern Torrance County by developing public and private partnerships and investment in economic development, land use, commercial and industry stock, as well as social, recreational, arts, and cultural development. This plan will assist in updating the current LEDA ordinance to address Southern Torrance County's initiatives.

B. The costs of the Project are beyond the local control and resources of the Grantee.

C. The Project and the execution and delivery of the Grant Agreement pursuant to the Act to provide funds for the financing of the Project are in the interest of the public health, safety and welfare of the public served by the Grantee.

D. The Grantee will perform (or cause to be performed) the Project with the proceeds of the Planning Grant and will utilize the Project for the purposes set forth in the Grant Agreement.

E. The Grantee will forfeit the Planning Grant if the Grantee fails to utilize the Grant Amount within one (1) year of the Closing Date.

Section 5. Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of either a majority of a quorum of the Governing Body or of all members. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Grantee and by the other qualifying entities involved in the Project, if any, and performing the Project, it is hereby declared necessary that the Grantee execute and deliver the Grant Agreement evidencing the Grantee's acceptance of the Grant Amount of \$50,000.00 and the availability of the Local Match, if applicable, or other funds to be utilized solely for the Project and solely in the manner and according to the restrictions set forth in the Grant Agreement, the execution and delivery of which are hereby authorized. The Grantee shall use the proceeds of the Grant and the Local Match, if applicable, to finance the performance of the Project. The Project will be owned by the Grantee and will be utilized by the Grantee as set forth in the Grant Agreement.

B. Detail. The Grant Agreement shall be in substantially the form of the Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of Fifty Thousand Dollars (\$50,000.00).

Section 6. Approval of Grant Agreement. The form of the Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Grant Agreement with such changes, insertions, and deletions as may be approved by such individual Authorized Officers, and the County Clerk is hereby authorized to affix the seal of the Grantee on the Grant Agreement and attest the same. The execution of the Grant Agreement shall be conclusive evidence of such approval.

Section 7. Disposition of Proceeds; Completion of Acquisition of the Project.

A. Grant Account. The Grantee hereby consents to creation of the Grant Account by the Finance Authority and approves of the deposit of the Grant Amount into the Grant Account. Until the Completion Date, the money in the Grant Account shall be used and paid out solely for the purpose of the Project in compliance with applicable law and the provisions of the Grant Agreement.

B. Completion of Acquisition of the Project. The Grantee shall proceed to acquire and complete the Project with all due diligence. Upon the Completion Date, the Grantee shall execute a certificate substantially in the form attached as Exhibit "C" to the Grant Agreement stating that acquisition of and payment for the Project have been completed. As soon as practicable and, in any event, not more than sixty (60) days after the Completion Date, any balance remaining in the Grant Account shall be transferred and returned to the Local Government Planning Grant Fund.

C. Finance Authority Not Responsible. The Finance Authority shall in no manner be responsible for the application or disposal by the Grantee or by the officers of the Grantee of the funds derived from the Grant Agreement or of any other funds held by or made available to the Grantee's in connection with use of the Project.

Section 8. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Grant Agreement, and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Grant Agreement, including, but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Grant Agreement.

Section 9. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 10. Resolution Irrepealable. After the Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations of the Grantee under the Grant Agreement shall be fully discharged, as herein provided.

Section 11. Severability Clause. 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 12. Repealer Clause. All bylaws, orders, resolutions, ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 13. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Grantee kept for that purpose, authenticated by the signatures of the Chairman and County Clerk of the Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of

this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 14. Execution of Agreements. Torrance County through its Governing Body agrees to authorize and execute all such agreements with the Finance Authority as are necessary to consummate the Grant contemplated herein and consistent with the terms and conditions attached hereto.

PASSED, APPROVED AND ADOPTED THIS SEPTEMBER 23, 2020.

TORRANCE COUNTY, New Mexico

By _____
Ryan Schwebach, Chairman

ATTEST:

Linda Jaramillo, County Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

The motion to adopt said Resolution, upon being put to a vote was passed and adopted on the following recorded vote:

Those Voting Aye:

Those Voting Nay:

Those Absent:

_____ (_____) members of the Governing Body having voted in favor of said motion, the Chairman declared said motion carried and said Resolution adopted, whereupon the Chairman and the County Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting on motion duly made, seconded and carried, was adjourned.

[Signature page follows.]

TORRANCE COUNTY, New Mexico

By _____
Ryan Schwebach, Chairman

By _____
Linda Jaramillo, County Clerk

(SEAL)

[Remainder of page intentionally left blank.]

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

I, Linda Jaramillo, County Clerk, the duly qualified and acting record-keeping officer of Torrance County, New Mexico (the “Grantee”), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of County Commissioners of Torrance County, New Mexico, constituting the Governing Body of the Grantee, had and taken at a duly called regular meeting held at the Torrance County Administrative Building, 205 S. Ninth Street, Estancia, New Mexico 87016, on September 23, 2020, at the hour of 9:00 a.m., insofar as the same relate to the adoption of Resolution No. _____ and the execution and delivery of the proposed Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in the offices of the Grantee. None of the action taken in the said proceedings has been rescinded, repealed or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, §10-15-1, as amended, including, Grantee’s Open Meetings Resolution No. R2020-1, dated January 8, 2020, presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this October 2, 2020.

TORRANCE COUNTY, New Mexico

By _____
 Linda Jaramillo, County Clerk

(SEAL)

EXHIBIT "A"

Notice of Meeting

\$50,000

PLANNING GRANT AGREEMENT

dated

October 2, 2020

by and between

NEW MEXICO FINANCE AUTHORITY

and

**TORRANCE COUNTY
New Mexico**

PLANNING GRANT AGREEMENT

THIS PLANNING GRANT AGREEMENT (the "Grant agreement"), dated October 2, 2020, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority") and Torrance County, New Mexico (the "Grantee").

WITNESSETH:

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State of New Mexico (the "State"), constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978 §§ 6-21-1 through 6-21-31, as amended, (the "New Mexico Finance Authority Act"); and

WHEREAS, NMSA 1978, § 6-21-6.4, as amended, creates the Local Government Planning Fund to be administered by the Finance Authority to make Grants to qualified entities to develop a comprehensive economic development plan with LEDA; and

WHEREAS, Grantee is a legally and regularly created, established, organized and existing County, in good standing under the general laws of the State and more specifically Sections 4-30-1 and 4-30-2 NMSA 1978, as amended; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority's Rules and NMSA 1978, §6-21-6.4, as amended; and

WHEREAS, the Grantee has applied to the Finance Authority for Planning Grant (as defined below) funding and has determined that it is in the best interest of the Grantee and the public it serves that the Grantee enter into this Grant Agreement with the Finance Authority and accept a grant in the amount of \$50,000 from the Finance Authority to carry out the Project, as more fully described in Exhibit "A" attached hereto; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and the Planning Documents must be completed within one (1) year from the Closing Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grantee is prepared to perform all its obligations and to observe and obey all restrictions on the use of the Grant set forth in this Grant Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree:

ARTICLE I: DEFINITIONS

As used in this Agreement, including the foregoing recitals, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise

(such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Agreement Term” means the term of this Grant Agreement as provided under Article III of this Grant Agreement.

“Authorized Officers” means in the case of the Grantee the Chairman, County Clerk, and County Manager of the Governing Body, and in the case of the Finance Authority the Chairperson, Vice-Chairperson and Secretary of the Board of Directors and the Chief Executive Officer, or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

“Closing Date” means the date of execution, delivery and funding of this Grant Agreement.

“Event of Default” means one or more events of default as defined in Article IX of this Grant Agreement.

“Finance Authority” means the New Mexico Finance Authority.

“Force Majeure” means any act of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes, lockouts or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party’s control.

“Governing Body” means the Board of County Commissioners of the Grantee, or any future governing body of the Grantee.

“Grant or Grant Amount” means the sum of Fifty Thousand Dollars (\$50,000.00).

“Grant Account” means the account in the name of the Grantee established pursuant to this Grant Agreement and held by the Finance Authority for deposit of the Grant Amount for disbursement to the Grantee for payment of the costs of the Project.

“Grant Agreement” means this grant agreement and any amendments or supplements hereto, including the Exhibits attached hereto.

“Grantee” means Torrance County, New Mexico.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove,” “hereafter” and similar words refer to this entire Grant Agreement and not solely to the particular section or paragraph of this Grant Agreement in which such word is used.

“Local Government Planning Fund” means the fund of the same name created pursuant to the Act and held and administered by the Finance Authority.

“Local Match” means \$0.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

“Planning Document” means a written document in the form of a comprehensive plan that will include a LEDA component for southern Torrance County, created for the purpose of evaluating and estimating the costs of alternatives to address southern Torrance County initiatives to meet the Grantee’s public project needs.

“Planning Grant” or “Grant” means the amount provided to the Grantee pursuant to the Grant Agreement for the purpose of funding the Project and is equal to the Grant Amount.

“Policy” or “Policies” means the New Mexico Finance Authority Local Government Planning Fund Project Management Policies.

“Project” means the preparation of the Planning Document as more particularly described in Exhibit “A” hereto.

“Resolution” means the Grantee’s Resolution No. _____ adopted on September 23, 2020, authorizing the Grantee’s acceptance of the terms and conditions of this Grant Agreement.

“Rules” mean the Rules governing the Local Government Planning Fund as adopted by the Board of Directors of the Finance Authority, as amended and supplemented from time to time.

ARTICLE II: REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1. Representations, Warranties and Covenants of the Grantee. The Grantee represents, warrants and covenants as follows:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Grantee contained in this Grant Agreement and the Resolution shall be deemed to be the covenants, stipulations, obligations and agreements of the Grantee to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Grantee and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreement shall be transferred by or in accordance with law. Except as otherwise provided in this Grant Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Grantee by the provisions of this Grant Agreement and the Resolution shall be exercised or performed by the Grantee or by such residents, officers, or officials of the Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Grant Agreement shall be deemed to be a covenant, stipulation, obligation or

agreement of any officer, agent or employee of the Grantee or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer executing this Grant Agreement shall be liable personally on this Grant Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Grant Agreement. The Grantee is a County duly organized and existing under the statutes and laws of the State, specifically Sections 4-30-1 and 4-30-2 NMSA 1978. Pursuant to the laws of the State, as amended and supplemented from time to time, the Grantee is authorized to enter into the transactions contemplated by this Grant Agreement and to carry out its obligations hereunder. The Grantee has duly authorized and approved the execution and delivery of this Grant Agreement and the other documents related to the transaction.

(d) Use of Grant Agreement Proceeds. The Grantee shall apply the proceeds of the Grant solely to the acquisition and completion of the Project, shall not use the Grant proceeds for any other purpose, and shall comply with all applicable ordinances and regulations, if any, and any and all applicable laws relating to the Project. The Grantee shall immediately apply all Grant proceeds disbursed to it toward the Project. The Grantee shall use the Grant proceeds and complete the Planning Document within one (1) year of the Closing Date or shall forfeit the full amount of the Grant.

(e) Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§13-1-28 through 13-1-199, as amended, or, if the Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Grantee.

(f) Completion of Project. The Project will consist of the preparation of the Planning Document to address Economic Development Plan, Comprehensive Plan with LEDA, and will be completed so as to comply with all applicable ordinances and regulations, if any, and any and all applicable laws, rules, and regulations of the State relating to the acquisition and completion of the Project and to the use of the Grant proceeds. If requested by the Finance Authority, the Grantee will allow the New Mexico Economic Development Department or other appropriate agency of the State, or the Finance Authority to assist with completion of the Project and to review the Project as completed to assure compliance with applicable laws, rules and regulations of the State. The completed Planning Document must be in a form acceptable to and approved by the Finance Authority, in its sole discretion.

(g) Necessity of Project. The completion of the Project under the terms and conditions provided in this Grant Agreement is necessary, convenient and in furtherance of the governmental purposes of the Grantee and is in the best interest of the Grantee and the public it serves.

(h) Legal, Valid and Binding Obligation. The Grantee has taken all required action necessary to authorize the execution and delivery of this Grant Agreement and this Grant Agreement constitutes a legal agreement of the Grantee enforceable in accordance with its terms.

(i) Benefit to Grantee. The Project will at all times be used for the purpose of benefiting the Grantee and the public it serves as a whole.

(j) Grant Amount Does Not Exceed Project Cost. The Grant Amount as provided herein does not exceed the cost of the Project.

(k) No Breach or Default Caused by Grant Agreement. Neither the execution and delivery of this Grant Agreement, nor the fulfillment of or compliance with the terms and conditions in this Grant Agreement, nor the consummation of the transactions contemplated herein conflicts with or results in a breach of any terms, conditions or provisions of, or any restrictions contained in, any agreement or instrument to which the Grantee is a party or by which the Grantee is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(l) Irrevocability of Grant Agreement. The terms of this Grant Agreement shall be irrevocable until the Project has been fully acquired and completed, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Grant Agreement in a manner not permitted or contemplated by the terms hereof.

(m) No Litigation. To the best knowledge of the Grantee, no litigation or proceeding is pending or threatened against the Grantee or any other person affecting the right of the Grantee to execute this Grant Agreement or to comply with its obligations under this Grant Agreement. Neither the execution of this Grant Agreement by the Grantee nor compliance by the Grantee with the obligations hereunder requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(n) Occurrence of Event of Default. No event has occurred, and no condition exists which, upon the execution and delivery of this Grant Agreement, would constitute an Event of Default on the part of the Grantee hereunder.

(o) Grantee's Existence. The Grantee will maintain its legal identity and existence for the Agreement Term, unless another political subdivision by operation of law succeeds to the liabilities, rights, and duties of the Grantee without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(p) Reports to Finance Authority. The Grantee shall report at least semi-annually to the Finance Authority on the status of the Planning Document.

(q) Records. The Grantee shall properly maintain separate project accounts in accordance with generally accepted accounting principles and conduct an annual audit or review of the Grantee's financial records related to the Project.

Section 2.2. Representations, Warranties and Covenants of the Finance Authority. The Finance Authority represents, warrants and covenants as follows:

(a) The Finance Authority is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Grant Agreement and, by proper action, has duly authorized the execution and delivery of this Grant Agreement.

(b) This Agreement constitutes a legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

ARTICLE III: AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: a determination by the Finance Authority that (a) the Grantee is unable to proceed with the Project for the foreseeable future or has failed to commence the Project in a reasonably timely manner, (b) the Grant or any portion thereof is not necessary for the Project (in which case the Grant Amount may be modified by the Finance Authority) or (c) the Grantee has failed to utilize the Planning Grant to complete the Planning Document within one year of the Closing Date.

ARTICLE IV: GRANT; APPLICATION OF MONEYS

On the Closing Date, the Finance Authority shall transfer the amount shown on Exhibit "A" into the Grant Account to be disbursed by the Finance Authority pursuant to Section 6.2 of this Grant Agreement at the direction of the Grantee, as needed by the Grantee to acquire and complete the Project.

ARTICLE V: GRANT TO THE GRANTEE

Section 5.1. Grant to the Grantee. The Finance Authority hereby grants, and the Grantee hereby accepts an amount equal to the Grant Amount. The Finance Authority shall establish and maintain, on behalf of the Grantee, a Grant Account, which Grant Account shall be kept separate and apart from all other accounts of the Finance Authority. The Grantee hereby pledges to the Finance Authority all its rights, title and interest in the funds held in the Grant Account for the purpose of securing the Grantee's obligations under this Grant Agreement. Funds in the Grant Account shall be disbursed as provided in Sections 6.2 and 6.3 hereof.

Section 5.2. No General Obligation. No provision of this Grant Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.3. Investment of Moneys in Grant Account. Money on deposit in the Grant Account may be invested by the Finance Authority for the credit of the Local Government Planning Fund.

ARTICLE VI: THE PROJECT

Section 6.1. Agreement to Acquire and Complete the Project. The Grantee hereby agrees that in order to effectuate the purposes of this Grant Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire and complete the Project lawfully, efficiently and within one (1) year of the Closing Date.

Section 6.2. Disbursements from the Grant Account. So long as no Event of Default shall occur, the Finance Authority shall disburse moneys from the Grant Account, either to the Grantee or to vendors and contractors, as determined by the Finance Authority in its sole discretion, upon receipt by the Finance Authority of a requisition substantially in the form of Exhibit "B" attached hereto signed by an Authorized Officer of the Grantee, supported by certification by the Grantee's project architect, engineer, or other such authorized representative of the Grantee acceptable to the Finance Authority that the amount of the disbursement request represents the progress of completion, acquisition or other Project related activities accomplished as of the date of the disbursement request. The Grantee shall provide such records or access to the Project as the Finance Authority, in its sole discretion, may request in connection with the approval of the Grantee's disbursement requests made hereunder. No disbursement from the Grant Account may be made without receipt of evidence of the Local Match, if applicable.

Section 6.3. Determination of Eligibility as condition Precedent to Disbursement. Prior to the disbursement of the Grant Amount or any portion thereof, the Finance Authority shall have determined that the Grantee has met the readiness to proceed requirements established for the Grant by the Finance Authority and no Event of Default shall have occurred. No disbursement shall be made from the Grant Account except upon a determination by the Finance Authority that such disbursement is for payment of Project expenses, and that the disbursement does not exceed any limitation upon the amount payable.

Section 6.4. Reimbursement for Prior Expenditures. The Finance Authority, so long as no Event of Default shall occur and upon presentation of the Grantee's disbursement request with such certification and records as are required in accordance with Section 6.2 hereof, may disburse moneys from the Grant Account for reimbursement of Project expenses incurred after the Finance Authority Board of Directors approved the grant on April 25, 2019.

Section 6.5. Completion of Disbursement of Grant Funds. Upon completion of disbursement of the Grant Amount, an Authorized Officer of the Grantee shall deliver a certificate of completion, substantially in the form attached to this Grant Agreement as Exhibit "C", to the Finance Authority stating that, to the best of the Authorized Officer's knowledge the Project has been completed and the entire Grant Amount has been disbursed in accordance with the terms of this Grant Agreement. If any portion of the Grant Amount remains upon the delivery of the certificate of completion, the Finance Authority may, in its sole discretion, modify this Grant Agreement and reduce the amount of the Grant.

ARTICLE VII: COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1. Further Assurances and Corrective Instruments. The Finance Authority and the Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the terms and intention hereof.

Section 7.2. Finance Authority and Grantee Representatives. Whenever under the provisions of this Grant Agreement the approval of the Finance Authority or the Grantee is required, or the Grantee or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Grantee by an Authorized Officer of the Finance Authority or the Grantee, as the case may be, and any party hereto shall be authorized to act or rely on any such approval or request.

Section 7.3. Requirements of Law. During the Agreement Term, the Grantee shall observe and comply promptly with all applicable federal, State and local laws and regulations affecting the Project, and all current and future orders of all courts and agencies of the State having jurisdiction over the Project and matters related to the Project.

ARTICLE VIII: NON-LIABILITY OF FINANCE AUTHORITY FOR ACTS OR OMISSIONS OF THE GRANTEE; INDEMNIFICATION

Section 8.1. Non-Liability of Finance Authority. The Finance Authority shall not be liable in any manner for the Project, Grantee's use of the Grant, the ownership, operation or maintenance of the Project, or any failure to act properly by the owner or operator of the Project.

Section 8.2. Indemnification of Finance Authority. The Finance Authority shall not be responsible for any act or omission of the Grantee upon which any claim, by or on behalf of any person, firm, corporation or other legal entity may be made, whether arising from the establishment or modification of the Project or otherwise. To the extent permitted by law, the Grantee shall and hereby agrees to indemnify and save harmless the Finance Authority and its designee, if any, from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition and completion of the Project. In the event of any action or proceeding brought on any such claim, upon notice from the Finance Authority or its designee, Grantee shall defend the Finance Authority and its designee, if any, in any such action or proceeding.

ARTICLE IX: EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. Any one of the following shall be an Event of Default under this Agreement:

(a) Use of the Grant Amount, or any portion thereof, by the Grantee for purposes other than the Project;

(b) Failure by the Grantee to utilize the Grant proceeds to complete the Project within one (1) year of the Closing Date;

(c) Failure by the Grantee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Grant Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Grantee by the Finance Authority, unless the Finance Authority shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority, but cannot be cured within the applicable thirty (30) day period, the Finance Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of Force Majeure the Grantee is unable to carry out the agreements on its part herein contained, the Grantee shall not be deemed in default under this paragraph during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default); or

(d) Any warranty, representation or other statement by or on behalf of the Grantee contained in this Grant Agreement or in any instrument furnished in compliance with or in reference to this Grant Agreement is false or misleading in any material respect.

Section 9.2. Remedies on Default. Whenever any Event of Default has occurred and is continuing, and subject to Section 9.3 hereof, the Finance Authority may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Grantee in this Grant Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Grant Agreement;

(c) Cease disbursing any further amounts from the Grant Account;

(d) Demand that the Grantee immediately repay the Grant Amount or any portion thereof if such funds were not utilized in accordance with this Grant Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority; or

(f) Take whatever other action at law or in equity may appear necessary or desirable to enforce any other of its rights hereunder.

The Grantee shall be responsible for reimbursing the Finance Authority for any and all fees and costs incurred in enforcing the terms of this Grant Agreement.

Section 9.3 Limitations on Remedies. A judgment requiring repayment of money entered against the Grantee may reach any available funds of the Grantee to the extent permitted by law.

Section 9.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Finance Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority to exercise any remedy reserved in this Article IX, it shall not be necessary to give any notice, other than such notice as may be required in this Article IX.

Section 9.5. Waivers of Events of Default. The Finance Authority may in its sole discretion waive any Event of Default hereunder and the consequences of such an Event of Default; provided, however, all expenses of the Finance Authority in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by written statement of waiver issued by the Finance Authority. In case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority on account of any Event of Default shall have been discontinued or abandoned or determined adversely, then the Finance Authority and the Grantee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 9.6. No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE X: MISCELLANEOUS

Section 10.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Grantee, then to:

Torrance County
Attn.: County Manager
205 S. Ninth Street
Estancia, New Mexico 87016

And if to the Finance Authority, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
207 Shelby Street

Santa Fe, New Mexico 87501

The Grantee and the Finance Authority may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.2. Binding Effect. This Grant Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Grantee and their respective successors and assigns, if any.

Section 10.3. Amendments. This Grant Agreement may be amended only with the written consent of the Finance Authority and the Grantee.

Section 10.4. No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Grant Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, or against any officer, employee, director or member of the Grantee, past, present or future, as an individual so long as such individual was acting in good faith and within the scope of his or her duties. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Grantee or of the Finance Authority is hereby expressly waived and released by the Grantee and by the Finance Authority as a condition of and in consideration for the execution of this Agreement.

Section 10.5. Grantee Compliance. The Finance Authority shall not be responsible for assuring the Grantee's use of the Grant Amount or the Project for its intended purpose and shall have no obligation to monitor compliance by the Grantee with the provisions of this Grant Agreement.

Section 10.6. Severability. In the event that any provision of this Grant Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.7. Execution in Counterparts. This Grant Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.8. Applicable Law. This Grant Agreement shall be governed by and construed in accordance with the laws of the State.

Section 10.9. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Grant Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as authorized by the Finance Authority Board of Directors on April 25, 2019, has executed this Grant Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly Authorized Officers; and the Grantee has caused this Grant Agreement to be executed in its corporate name and the seal of the Grantee affixed and attested by its duly Authorized Officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

Approved for Execution by Officers of the
New Mexico Finance Authority:

By _____
Daniel C. Opperman, Chief Legal Officer

TORRANCE COUNTY, New Mexico

By _____
Ryan Schwebach, Chairman

[SEAL]

ATTEST:

By _____
Linda Jaramillo, County Clerk

EXHIBIT “A”

TERM SHEET

Grantee: Torrance County

Project Description: Preparation of a comprehensive plan that will include a LEDA component for Southern Torrance County by developing public and private partnerships and investment in economic development, land use, commercial and industry stock, as well as social, recreational, arts, and cultural development. This plan will assist in updating the current LEDA ordinance to address Southern Torrance County’s initiatives.

Total Grant Amount: \$50,000.00

Local Match: \$0

Closing Date: October 2, 2020

EXHIBIT "B"
FORM OF REQUISITION

RE: \$50,000.00 Planning Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("Finance Authority") and Torrance County, New Mexico ("Grantee"), Finance Authority Grant Number PG-4958 (the "Grant Agreement").

Closing Date: October 2, 2020

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse funds from the Grant Account, with regard to the above-referenced Grant Agreement, the following:

REQUISITION NUMBER:

#1

PAYMENT AMOUNT:

\$ 50,000

NAME AND ADDRESS OF PAYEE:

Torrance County
205 S. 9th St

PO Box 48; Estancia, NM 87016

PURPOSE OF PAYMENT:

Grant Reimbursement

WIRING INFORMATION

BANK NAME:	
ACCOUNT NUMBER:	
ROUTING NUMBER:	

Each obligation, item of cost or expense mentioned herein is for the Grant made by the New Mexico Finance Authority pursuant to the Grant Agreement to the Grantee, within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Grant Account held on behalf of the Grantee. All representations contained in the Grant Agreement and the related closing documents remain true and correct and the Grantee is not in breach of any of the covenants contained therein.

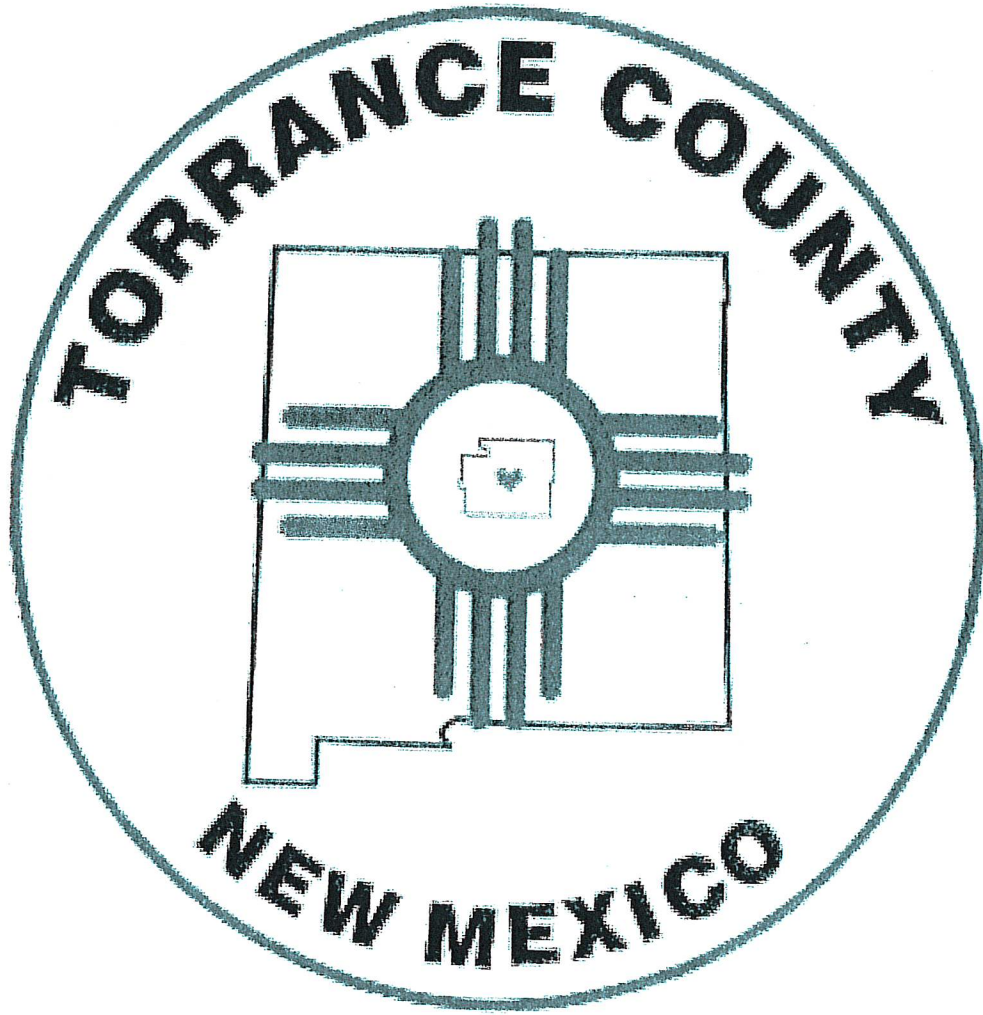
Capitalized terms used herein are used as defined or as used in the Grant Agreement.

DATED: 9/10/2020

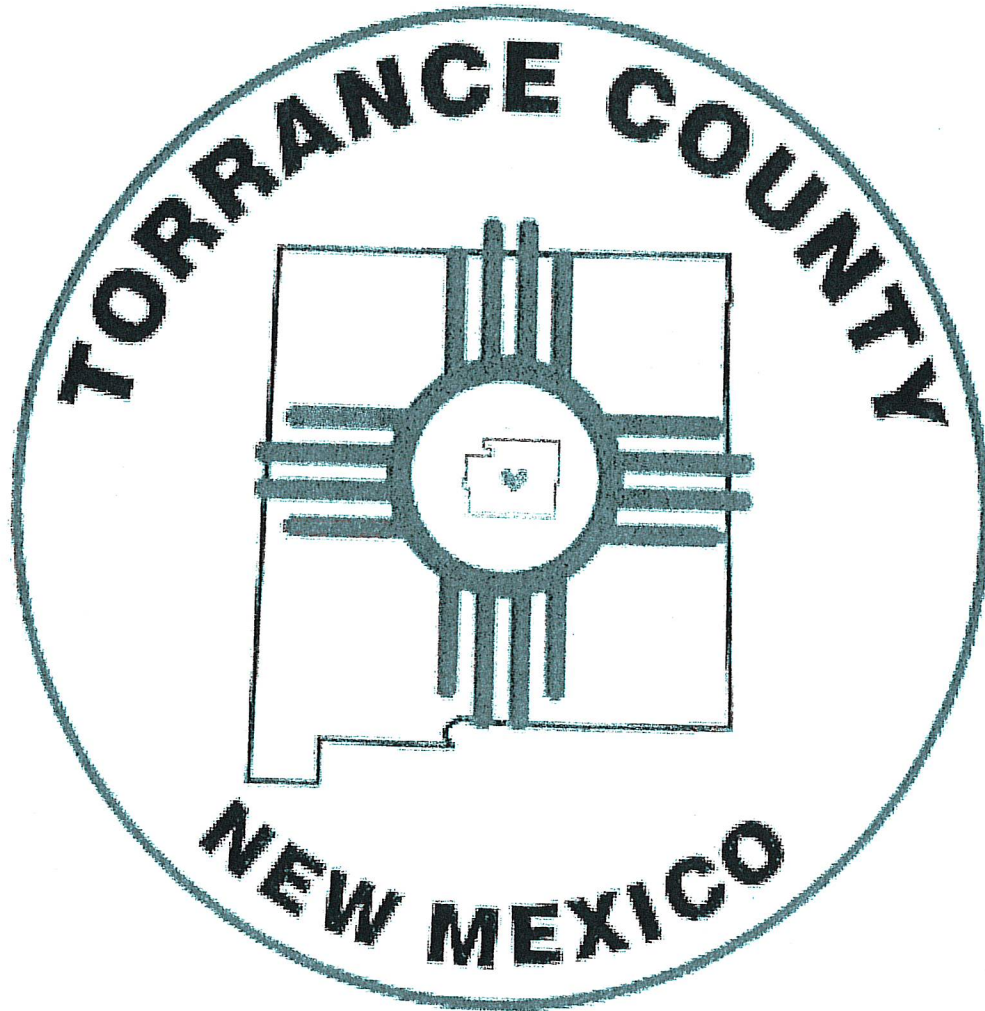
By: Tracy Sedillo
Authorized Officer of the Grantee

Print Name: Tracy Sedillo

Title: Treasurer



*Agenda Item
No. 11-E*



*Agenda Item
No. 11-D*

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**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2020-_____**

DISPOSTION OF TORRANCE COUNTY PROPERTY

WHEREAS, in the course of providing services to the people of Torrance County, it is necessary at times to dispose of property belonging to the County; and

WHEREAS, NMSA 1978, Section 13-6-1 et seq. enumerates specific requirements for the disposal of County property; and

WHEREAS, the Torrance County Board of County Commissioners adopted the Torrance County Property Disposition Policy (Resolution R 2020-07) (“Policy”) that provides a process by which Torrance County may dispose of County property in accordance with NMSA 1978, Section 13-6-1 et seq.; and

WHEREAS, pursuant to the Policy, Torrance County Department Heads or Elected Officials provided a list of property that included two vehicles for review by the Property Disposition Committee (“Committee”); and

WHEREAS, the Committee reviewed and approved the proposed disposition of the two vehicles in accordance with the Policy.

NOW, THEREFORE BE IT RESOLVED that the proposed property disposition is hereby approved and included in the minutes of today’s Board of County Commissioners meeting; and

BE IT FURTHER RESOLVED that the County, upon final disposition, may remove the above-mentioned property from any current inventory list as directed by NMSA 1978, Section 13-6-1 et seq. and the Policy.

DONE THIS 23rd DAY OF SEPTEMBER, 2020.

APPROVED AS TO FORM ONLY:

TORRANCE COUNTY COMMISSION

County Attorney

Kevin McCall, District 1

Attest:

Ryan Schwebach, District 2

County Clerk

Javier E. Sanchez, District 3



Torrance County

Property Disposition Committee

Torrance County Resolution 2020-07

Date: 9-19-2020

Requesting Department: Planning & Zoning

Property Subject of Request: 1998 Ford Crown Victoria

Disposition Type:

1. Tangible **PERSONAL** Property with Current Resale Value of \$5,000 or Less:

Considerations		Yes	No
1	Request for Approval of Property Disposition form is complete and signed by Department Head or Elected Official.	✓	
2	Photos, hard or digital copies, are attached for review.	✓	
3	Committee member(s) physically verified identity and condition of tangible PERSONAL property. If yes, list person(s) who verified: <u>Jeremy Durr</u>	✓	
4	Committee verified current resale or market value.	✓	
5	If tangible PERSONAL property was purchased through a grant, Committee verified disposal of this property is allowable.	N/A	
6	If tangible PERSONAL property is a vehicle, Committee verified the County has the title.	✓	

Committee Notes:

Vehicle donated
Funds go to general fund

Property Disposition Committee's Recommendation:

Dispose, as requested

Do NOT dispose

Dispose, as amended by Committee: _____

3. **REAL** Property with a Value Greater than \$25,000 or with a Lease Period of More than Five (5) Years:

Considerations		Yes	No
1	Request for Approval of Property Disposition form is complete and signed by Department Head or Elected Official.		
2	Photos, hard or digital copies, are attached for review.		
3	If tangible PERSONAL property, Committee physically verified identity and condition of property. If yes, list person(s) who verified: _____ _____		
4	If tangible PERSONAL property, committee verified current resale or market value.		
5	If tangible PERSONAL property was purchased through a grant, Committee verified disposal of this property is allowable.		
6	If tangible PERSONAL property is a vehicle or road equipment, Committee verified the County has the title or proof of ownership.		
7	If REAL property, committee verified the County owns the property.		
8	If REAL property, committee verified receipt of appraisal, completed by a NM certified appraiser.		

Committee Notes:

Property Disposition Committee's Recommendation:

- Dispose, as requested
- Do NOT dispose
- Dispose, as amended by Committee: _____

County Manager: _____

Operations Manager: _____

Finance Director: _____

To Be Completed by Manager/Finance

Property Disposition Approval/Checklist

4. Board of County Commissioners, by Resolution No. _____ Date: _____

5. Tangible **PERSONAL** Property with Current Resale Value of \$5,000 or Less:

	Action Required	Date Completed	Initials
1	County Manager or designee shall send to Department of Finance and Administration Local Government Division (LGD) notification of property disposition, including cover letter stating all statutory requirements have been met, along with a copy of Commission's signed Disposition Resolution.		
2	County Manager or designee shall send to Office of State Auditor (OSA) notification of property disposition, including cover letter stating all statutory requirements have been met, along with a copy of Commission's signed Disposition Resolution.		
3	<i>Wait thirty (30) days after notification to LGD and OSA.</i>		
4	Dispose of property in manner indicated by Disposal Resolution.		
5	Remove property from County's capital asset list if applicable. (Triadic)		
6	Remove property from asset tracking software if applicable. (WASP – Asset Cloud)		
7	Attach proof that County notified LGD and OSA.		

6. Tangible **PERSONAL** Property Valued over \$5,000 or **REAL** Property Valued over \$5,000 but No More than \$25,000:

	Action Required	Date Completed	Initials
1	County Manager or designee shall submit request to the Department of Finance and Administration Local Government Division (LGD) for approval of property disposition, including a cover letter containing all applicable items found on Request for Approval of Property Disposition Checklist (see attached), along with a copy of Commission's signed Disposition Resolution.		
2	For REAL property, provide appraisal and copy of quitclaim deed. <i>WARRANTY DEEDS are not allowed.</i>		
3	Upon receipt of LGD's approval, provide the LGD's approval letter to OSA, along with all materials the County provided LGD.		
4	If LGD exercises its authority, the REAL or tangible PERSONAL property shall be disposed by offering for sale or donation to a state agency, local public body, school district or state educational institution.		
5	For First Responder Vehicles, remove emergency equipment.		
6	For First Responder Vehicles disposed with emergency equipment, file justification for leaving on emergency equipment.		
7	If LGD approves the County's request, dispose of property in manner indicated by Disposal Resolution.		
8	Remove property from County's capital asset list. (Triadic)		
9	Remove property from asset tracking software. (WASP – Asset Cloud)		
10	Attach proof of LGD approval and of approval letter sent to OSA.		

7. **REAL** Property with a Value Greater than \$25,000 or with a Lease Period of More than Five (5) Years:

	Action Required	Date Completed	Completed By
1	County Manager or designee shall submit request disposition packet to the State Board of Finance (BOF) for approval of property disposition, including cover letter, along with signed Disposition Resolution.		
2	Provide appraisal and copy of quitclaim deed. <i>WARRANTY DEEDS are not allowed.</i>		
3	Complete request disposition packet must be submitted to the BOF within the established deadline prior to meeting. Contact the BOF at 505-827-4980 for specific requirements.		
4	Upon the County receiving the BOF's approval for disposition of property, dispose in manner indicated by Disposal Resolution or as amended by the BOF.		
5	Remove property from County's capital asset list. (Triadic)		
6	Remove property from asset tracking software. (WASP – Asset Cloud)		

8. Contact Numbers:

- A. Department of Finance Administration Local Government Division (LGD): 505-827-4950
- B. Office of the State Auditor (OSA): 505-476-3800
- C. State Board of Finance (BOF): 505-827-4980



Torrance County

Request for Approval of Property Disposition

Section 13-6, NMSA 1978
Torrance County Resolution 2020-07

1. Department Head Requesting Disposition: Steven Guetschow
 - A. Department: Planning & Zoning

2. Type of Disposition:
 - A. **REAL** Property appraised at less than \$25,000
(If more than \$25,000, requires State Board of Finance approval.)
 Sale Exchange Donate

 - B. Tangible **PERSONAL** Property
 Sale Exchange Donate Other: _____

3. Reason(s) for Disposal: Age, maintenance

4. Recommended Use of Funds Generated by This Transaction: _____

5. Details of Disposal:
 - A. **REAL** Property:
 - 1) Property name/identifier/address/legal description: _____

 - B. Tangible **PERSONAL** Property: (If multiple, please attach list with complete details for each.)
 - 1) Property Name/Identifier: 1996 Ford Crown Victoria, unit designation PZ-2, 4.6 ltr engine
 - 2) Location of Personal Property: Road department yard, Estancia
 - 3) Photos Attached: hard copy digital emailed to: _____
 - 4) Torrance County ID Tag Number: _____
 - 5) Year manufactured: 1996-1997
 - 6) Make/Model: Ford Crown Victoria
 - 7) VIN/Serial Number: 2FAFP71WOWX166083
 - 8) License Number: G74567
 - 9) Mileage: 145443
 - 10) **Current** Resale or Market Value: Less than \$10,000
 - 11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)

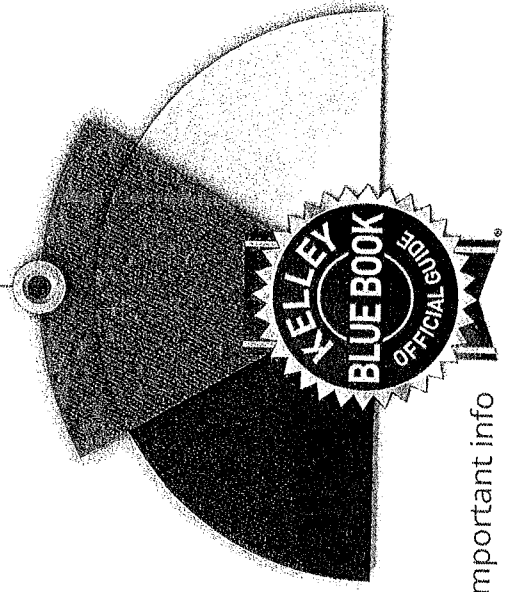
6. First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)

7. ADDITIONAL REQUIREMENTS for **REAL** Property Disposition:
 - A. Appraisal (if current value exceeds \$5,000)
 - B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)

Department Head's Signature: Steven Guetschow Date: 9/10/2020

Advertisement

Private Party Range \$541 - \$1,434
Private Party Value \$988



📘 Important info & definitions

Condition: Fair ▼

Valid for ZIP Code **87016** through **09/14/2020**

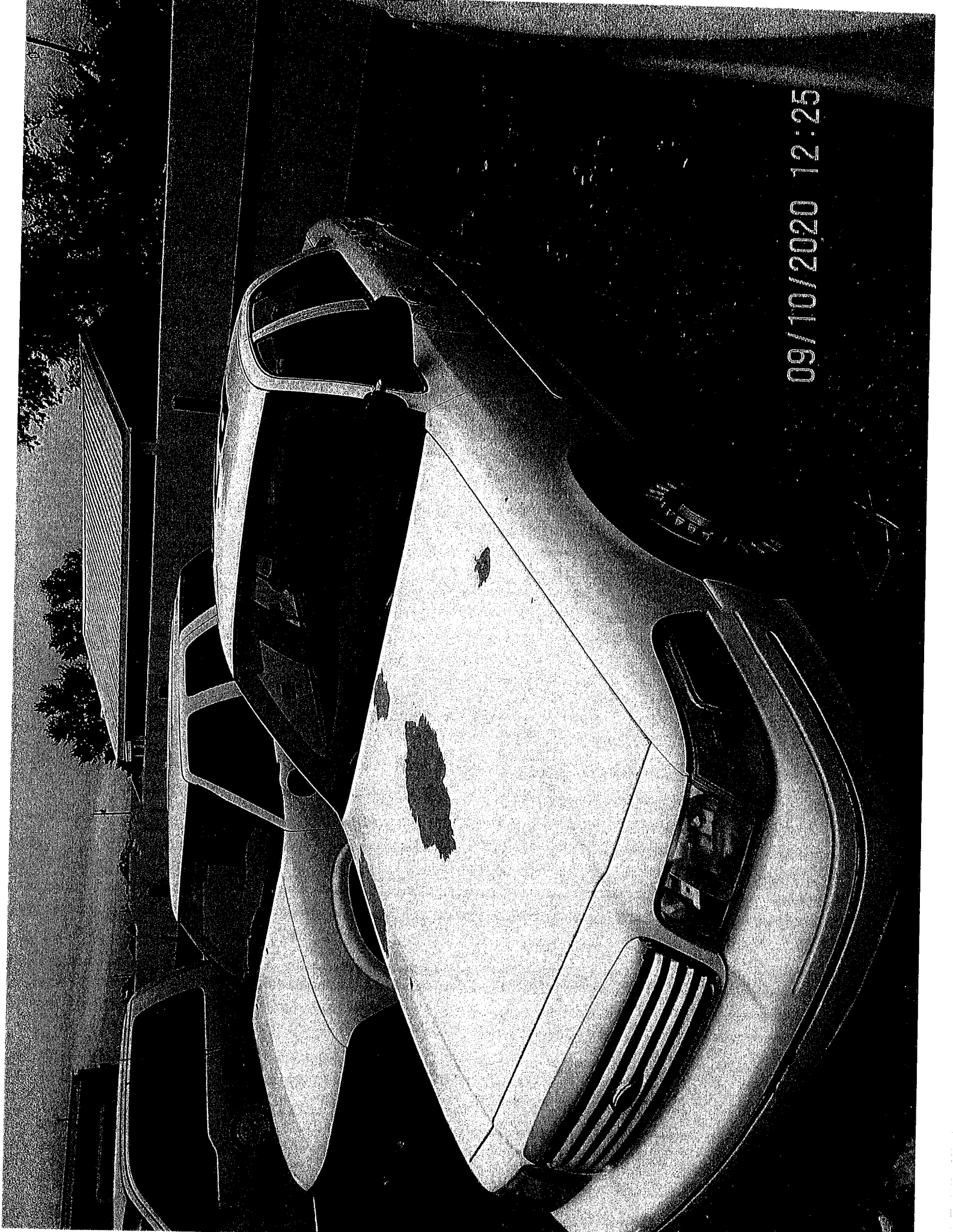
4.7 ★ (393 Ratings)

[Write a review](#)

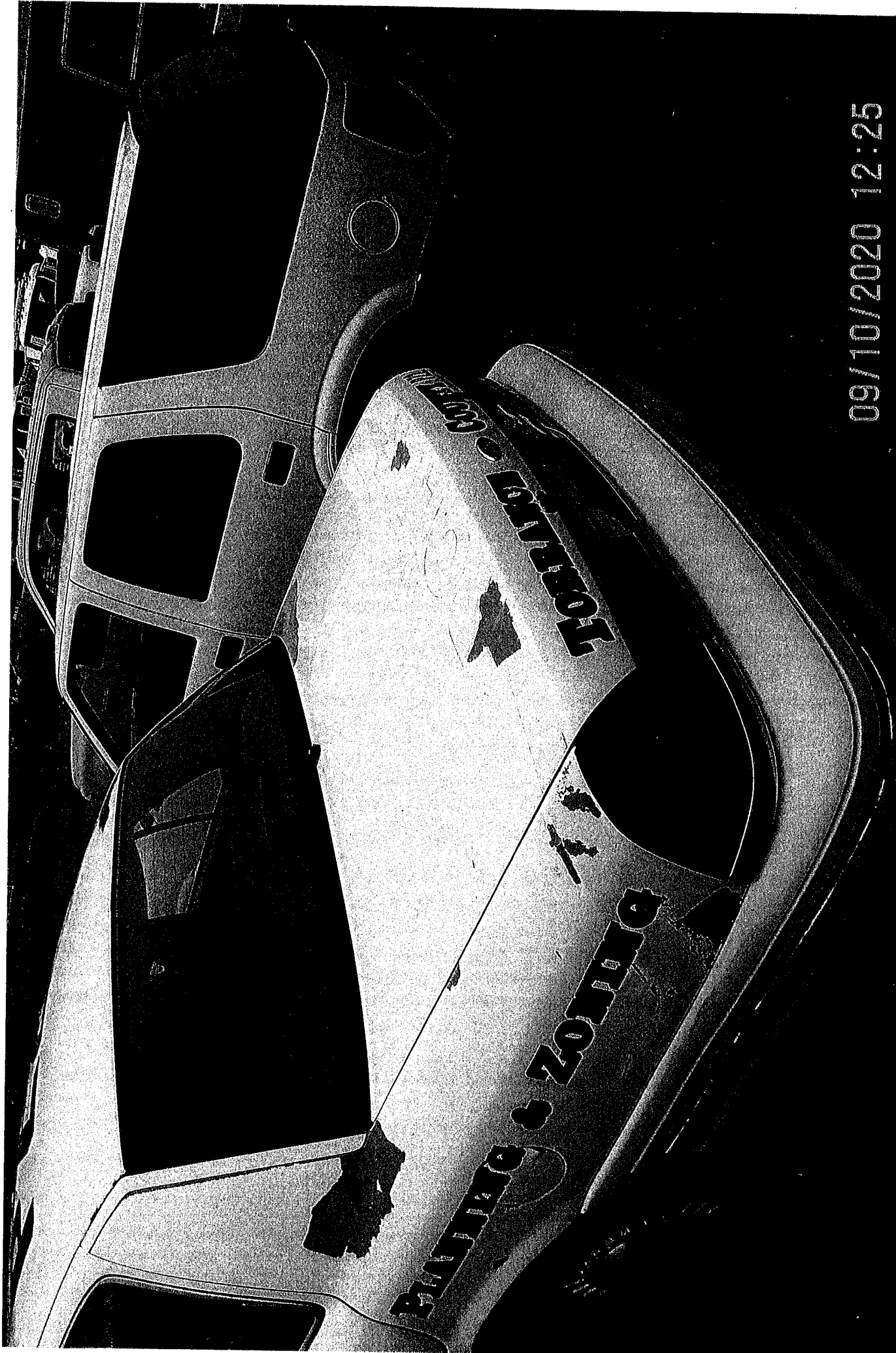
2 See How Others Price Your Car

Ad

Popular Now 10 Best Car Deals in April 202...



09/10/2020 12:25



09/10/2020 12:25



Torrance County

Property Disposition Committee

Torrance County Resolution 2020-07

Date: 9-10-2020

Requesting Department: Sheriff

Property Subject of Request: 2005 Chevy Impala

Disposition Type:

1. Tangible **PERSONAL** Property with Current Resale Value of \$5,000 or Less:

Considerations		Yes	No
1	Request for Approval of Property Disposition form is complete and signed by Department Head or Elected Official.	✓	
2	Photos, hard or digital copies, are attached for review.		
3	Committee member(s) physically verified identity and condition of tangible PERSONAL property. If yes, list person(s) who verified: <u>Tracy A. W.</u>	✓	
4	Committee verified current resale or market value.	✓	
5	If tangible PERSONAL property was purchased through a grant, Committee verified disposal of this property is allowable.	✓	
6	If tangible PERSONAL property is a vehicle, Committee verified the County has the title.	✓	

Committee Notes:

Purchased Through State Capital cutting
 Proceeds to general fund

Value approx 1,500
 only known issue Alternator

Property Disposition Committee's Recommendation:

- Dispose, as requested
- Do NOT dispose
- Dispose, as amended by Committee: _____

2. Tangible **PERSONAL** Property Valued over \$5,000 or **REAL** Property Valued over \$5,000 but No More than \$25,000:

Considerations		Yes	No
1	Request for Approval of Property Disposition form is complete and signed by Department Head or Elected Official.		
2	Photos, hard or digital copies, are attached for review.		
3	If tangible PERSONAL property, Committee physically verified identity and condition of property. If yes, list person(s) who verified: _____ _____		
4	If tangible PERSONAL property, committee verified current resale or market value.		
5	If tangible PERSONAL property was purchased through a grant, Committee verified disposal of this property is allowable.		
6	If tangible PERSONAL property is a vehicle or road equipment, Committee verified the County has the title or proof of ownership.		
7	If REAL property, committee verified the County owns the property.		
8	If REAL property, committee verified receipt of appraisal, completed by a NM certified appraiser.		

Committee Notes:	

Property Disposition Committee's Recommendation:

- Dispose, as requested
- Do NOT dispose
- Dispose, as amended by Committee: _____

3. **REAL** Property with a Value Greater than \$25,000 or with a Lease Period of More than Five (5) Years:

	Considerations	Yes	No
1	Request for Approval of Property Disposition form is complete and signed by Department Head or Elected Official.		
2	Photos, hard or digital copies, are attached for review.		
3	If tangible PERSONAL property, Committee physically verified identity and condition of property. If yes, list person(s) who verified: _____ _____		
4	If tangible PERSONAL property, committee verified current resale or market value.		
5	If tangible PERSONAL property was purchased through a grant, Committee verified disposal of this property is allowable.		
6	If tangible PERSONAL property is a vehicle or road equipment, Committee verified the County has the title or proof of ownership.		
7	If REAL property, committee verified the County owns the property.		
8	If REAL property, committee verified receipt of appraisal, completed by a NM certified appraiser.		

Committee Notes:

Property Disposition Committee's Recommendation:

- Dispose, as requested
- Do NOT dispose
- Dispose, as amended by Committee: _____

County Manager: _____

Operations Manager: _____

Finance Director: _____

To Be Completed by Manager/Finance

Property Disposition Approval/Checklist

4. Board of County Commissioners, by Resolution No. _____ Date: _____

5. Tangible **PERSONAL** Property with Current Resale Value of \$5,000 or Less:

	Action Required	Date Completed	Initials
1	County Manager or designee shall send to Department of Finance and Administration Local Government Division (LGD) notification of property disposition, including cover letter stating all statutory requirements have been met, along with a copy of Commission's signed Disposition Resolution.		
2	County Manager or designee shall send to Office of State Auditor (OSA) notification of property disposition, including cover letter stating all statutory requirements have been met, along with a copy of Commission's signed Disposition Resolution.		
3	<i>Wait thirty (30) days after notification to LGD and OSA.</i>		
4	Dispose of property in manner indicated by Disposal Resolution.		
5	Remove property from County's capital asset list if applicable. (Triadic)		
6	Remove property from asset tracking software if applicable. (WASP – Asset Cloud)		
7	Attach proof that County notified LGD and OSA.		

6. Tangible **PERSONAL** Property Valued over \$5,000 or **REAL** Property Valued over \$5,000 but No More than \$25,000:

	Action Required	Date Completed	Initials
1	County Manager or designee shall submit request to the Department of Finance and Administration Local Government Division (LGD) for approval of property disposition, including a cover letter containing all applicable items found on Request for Approval of Property Disposition Checklist (see attached), along with a copy of Commission's signed Disposition Resolution.		
2	For REAL property, provide appraisal and copy of quitclaim deed. <i>WARRANTY DEEDS are not allowed.</i>		
3	Upon receipt of LGD's approval, provide the LGD's approval letter to OSA, along with all materials the County provided LGD.		
4	If LGD exercises its authority, the REAL or tangible PERSONAL property shall be disposed by offering for sale or donation to a state agency, local public body, school district or state educational institution.		
5	For First Responder Vehicles, remove emergency equipment.		
6	For First Responder Vehicles disposed with emergency equipment, file justification for leaving on emergency equipment.		
7	If LGD approves the County's request, dispose of property in manner indicated by Disposal Resolution.		
8	Remove property from County's capital asset list. (Triadic)		
9	Remove property from asset tracking software. (WASP – Asset Cloud)		
10	Attach proof of LGD approval and of approval letter sent to OSA.		

7. **REAL** Property with a Value Greater than \$25,000 or with a Lease Period of More than Five (5) Years:

	Action Required	Date Completed	Completed By
1	County Manager or designee shall submit request disposition packet to the State Board of Finance (BOF) for approval of property disposition, including cover letter, along with signed Disposition Resolution.		
2	Provide appraisal and copy of quitclaim deed. <i>WARRANTY DEEDS are not allowed.</i>		
3	Complete request disposition packet must be submitted to the BOF within the established deadline prior to meeting. Contact the BOF at 505-827-4980 for specific requirements.		
4	Upon the County receiving the BOF's approval for disposition of property, dispose in manner indicated by Disposal Resolution or as amended by the BOF.		
5	Remove property from County's capital asset list. (Triadic)		
6	Remove property from asset tracking software. (WASP – Asset Cloud)		

8. Contact Numbers:

- A. Department of Finance Administration Local Government Division (LGD): 505-827-4950
- B. Office of the State Auditor (OSA): 505-476-3800
- C. State Board of Finance (BOF): 505-827-4980



Torrance County

Request for Approval of Property Disposition

Section 13-6, NMSA 1978
Torrance County Resolution 2020-07

1. Department Head Requesting Disposition: Marty Rivera
 - A. Department: Sheriff

2. Type of Disposition:
 - A. **REAL** Property appraised at less than \$25,000
(If more than \$25,000, requires State Board of Finance approval.)
 Sale Exchange Donate

 - B. Tangible **PERSONAL** Property
 Sale Exchange Donate Other: Auction, Sealed bid

3. Reason(s) for Disposal: Old, no longer needed, needs more work than worth

4. Recommended Use of Funds Generated by This Transaction: _____

5. Details of Disposal:
 - A. **REAL** Property:
 - 1) Property name/identifier/address/legal description: 2005 Chevrolet Impala

 - B. Tangible **PERSONAL** Property: (If multiple, please attach list with complete details for each.)
 - 1) Property Name/Identifier: 2005 Chevrolet Impala
 - 2) Location of Personal Property: Admin building parking lot
 - 3) Photos Attached: hard copy digital emailed to: _____
 - 4) Torrance County ID Tag Number: 180
 - 5) Year manufactured: 2005
 - 6) Make/Model: Chevrolet
 - 7) VIN/Serial Number: 2G1WF55K459388596
 - 8) License Number: Removed (G64489)
 - 9) Mileage: _____
 - 10) **Current** Resale or Market Value: <\$5,000
 - 11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)

6. First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)

7. ADDITIONAL REQUIREMENTS for **REAL** Property Disposition:
 - A. Appraisal (if current value exceeds \$5,000)
 - B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)

Department Head's Signature: _____

Date: 9-10-20

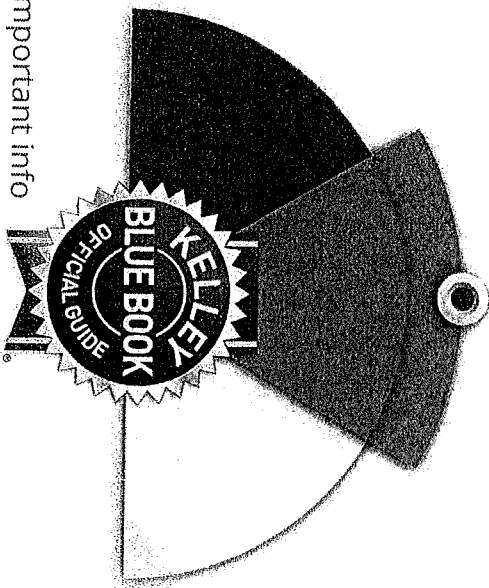
Instant Cash Offer

Trade-in

Private Party

Donate Your Car

Private Party Range
\$1,013 - \$2,518
Private Party Value
\$1,766



Important info & definitions

Condition:

Fair



Valid for ZIP Code **87016** through **09/10/2020**

4.3 (1008 Ratings)
Write a review

Ad

Advertisement

Popular Now Best SUV Deals in April 2020



*Agenda Item
No. 12-A*

J. Kory Baker ————— **Architect**

PO Box 254
Estancia, NM 87016

Phone: 505-384-3112
Email: j.k.baker@centurylink.net

August 31, 2020

Torrance County Road Department
PO Box 48
219 South Tenth St
Estancia, NM 87016

Attn: Leonard Lujan
Road Superintendent

cc: Noah Sedillo
Torrance County CPO

Proposal for Services

Construction documents for renovation of and additions to existing TCRD Building at
201 Salt Mission Trail

Architectural fee	\$25,500.00
Gross receipts tax 6.75%	\$1,721.25
Total	\$27,221.25

Includes all drawings required for a building permit for the following: Renovation of existing 40 x60 pre-engineered metal building. Addition of one 25 x 60 pre-engineered metal building containing office, reception area and break room. Addition of one 60 x 80 pre-engineered metal building for vehicle storage and maintenance. Design work is to be per on site meeting of 4-20-20.

Architectural fee is based on 6% of an estimated \$425,000 construction budget. 1500 sf office building at \$105/sf = \$157,500. 4800 sf maintenance building at \$55/sf = \$240,000. Renovation of existing building = \$27,500.

Survey showing existing conditions to be provided by owner, CAD format preferred.

Excludes surveying, geotechnical engineering, engineered grading/drainage plan and any other specialized engineering required by governing authorities.

Reimbursable expenses (printing) will be billed at cost.

Thank you,



Kory Baker



Agenda Item
No. 12-B



*Agenda Item
No. 12-C*

EMPLOYMENT
AGREEMENT

THIS AGREEMENT is effective the 26th day of September, 2020, by and between the Board of County Commissioners of Torrance County, New Mexico, (hereinafter referred to as the "Board") and Janice Y. Barela, a professional manager (hereinafter referred to as "Barela").

WITNESSETH:

WHEREAS, the Board is responsible for governing Torrance County, New Mexico, and desires to obtain the services of a professional manager to administer and operate the County government under the Board's policies and direction; and

WHEREAS, Barela is duly qualified by training and experience to provide such services,

NOW THEREFORE, for the consideration stated below, the parties agree as follows.

1. **TERM OF EMPLOYMENT:** Barela's employment will be for a term of two years, beginning September 26, 2020, and ending September 25, 2022. This Agreement may be renewed or extended by agreement of the parties.

2. **COMPENSATION:** Barela shall receive a minimum annual salary of Eighty-five Thousand Dollars (\$85,000). The Board agrees to review Barela's compensation annually, or more often if it so determines, and may make adjustments to that compensation in its discretion.

3. **DUTIES AND RESPONSIBILITIES:** Barela shall perform the duties of the position of County Manager, to conduct the business of the County pursuant to the direction of the Board. Barela recognizes that the Board sets the policy and direction of the County

through ordinances, resolutions, and regulations, and the Board recognizes and agrees that Barela has full authority over the day-to-day operations of the County. The Board appoints Barela as its designated representative for purposes of administration and implementation thereof.

4. **CLASSIFICATION OF POSITION:** Barela shall be considered an exempt employee as defined under the Torrance County Personnel Ordinance. Barela shall be entitled to all privileges and benefits afforded exempt employees. It is further understood and agreed to by the parties that the terms of the Torrance County Personnel Ordinance are waived and are not applicable to the extent that they are in conflict with the provisions of this paragraph.

5. **PROBATIONARY PERIOD:** Barela shall serve a probationary term of six (6) months and may be terminated at any time during the probationary period without cause subsequent to a thirty (30) day notice.

6. **EMPLOYEE BENEFITS/INSURANCE:** As an exempt employee, Barela shall be entitled to participate to the same extent as all other full-time exempt County employees in all of the County's employee benefits/insurance programs.

7. **P.E.R.A. BENEFITS:** Barela shall be entitled to personal participation in the Municipal Plan No. 2 of the State of New Mexico P.E.R.A. Plan in accordance with the applicable contribution plan for all full-time exempt County employees, including all changes to such contribution plan duly adopted and approved by the Board.

8. OTHER BENEFITS:

A. **Expense Reimbursement:** The County shall reimburse Barela for reasonable expenses incurred by her in the performance of her duties under this Agreement. Barela agrees to provide appropriate documentation for any and all expenses for which she requests reimbursement under this provision.

B. Professional Memberships and Dues: The County shall pay for Barela's membership in professional societies and associations, such as ICMA, and shall also pay fees necessary to maintain any licenses or bonds required for Barela to perform her duties under this Agreement. All such membership dues and fees shall be submitted to and pre-approved or ratified by the Board of County Commissioners.

C. Barela shall accrue sick leave in the same manner as full-time exempt employees.

D. Barela shall accrue two hundred sixty (260) annual leave hours per year. Barela shall be allowed to carry over any existing accrued annual and sick leave from her current County employment.

E. Barela shall be compensated for all County recognized holidays during each year of this Agreement.

F. It is further understood and agreed to by Barela and the Board that the Torrance County Personnel Ordinance and any employment rules and regulations are waived and are not applicable to the extent that they are in conflict with the sick leave and annual leave rights set out above.

9. **TERMINATION FOR CAUSE:** The Board may terminate this Agreement for cause at any time. For purposes of this Agreement, "cause" shall include, but is not limited to: failure to perform her duties to the sole satisfaction of the Board; any misconduct or malfeasance; waste or misuse of County assets; fraud; misrepresentation; embezzlement; commission of an act of moral turpitude; or any other good and just cause as determined by the Board. If the Board terminates this Agreement for cause, it shall provide Barela with written notice of the basis for the termination. If the Board terminates this Agreement for

cause as provided herein, it shall have no further obligation to Barela, except as provided by law.

10. **TERMINATION WITHOUT CAUSE BY THE BOARD:** The Board may terminate this Agreement without cause upon Ninety (90) days' written notice to Barela. If the Board chooses to exercise its right to terminate this Agreement without cause, Barela shall be entitled to receive payment for any accrued, unused leave.

11. **SEVERANCE UPON TERMINATION WITHOUT CAUSE:** In the event the Board exercises its right to terminate this Agreement without cause, the Board agrees to pay Barela a severance payment equal to three month's salary and benefits, the salary to be calculated at her then-current rate of pay, and the benefits shall be equal to the value of benefits she is receiving at the time of the Board's decision to terminate the Agreement without cause, including the cost of health insurance. If the Board exercises its right to terminate this Agreement without cause less than six months prior to the end of the term of this Agreement, the Board agrees to pay Barela a severance package including salary and benefits at her then-current rate of pay and the cost of health insurance for the coverage Barela has in place at the time of termination equal to the time remaining in the term of this Agreement. For purposes of this provision, "benefits" shall not include the value of a County vehicle, County cell phone, or any other equipment provided to Barela for her use pursuant to this Agreement. Barela shall cease to accrue sick leave or annual leave following the date that the Board gives notice of its intent to terminate this Agreement without cause. The payments described herein may be paid to Barela in a lump sum or in regular bi-monthly or monthly installments at the discretion of the Board.

12. **TERMINATION BY BARELA:** Barela may terminate this Agreement at

any time upon Sixty (60) days' written notice to the Board. In the event that Barela chooses to exercise her right to terminate this Agreement as provided herein, she agrees to cooperate fully with the County in making the transition to her successor or interim successor during the notice period. Upon termination by Barela, she shall be entitled to receive payment for any accrued, unused leave according to the County's Personnel Ordinance.

13. **WAIYER OR BREACH OF AGREEMENT:** If either party waives a breach of this Agreement by the other party, that waiver shall not operate or be construed as a waiver of later similar breaches.

14. **AGREEMENT BINDING ON BOARD'S SUCCESSORS:** The County's rights and obligations under this Agreement will inure to the benefit of and be binding upon its successors.

15. **NON-APPROPRIATIONS:** The terms of this Agreement are subject to the approval and existence of adequate funding by the Board.

16. **NOTICES:** All notices under this Agreement shall be mailed and emailed to the parties hereto at the following respective address:

County
Board of County
Commissioners of the County
of Torrance
PO Box 48
205 S Ninth Street
Estancia, NM 87016
Attn: Chair

Barela
Janice Y. Barela
P.O. Box 225
Estancia, NM
87016

Email: rschwebach@tnm.us

Email: jybarela@gmail.com

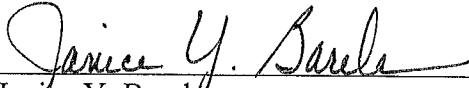
17. **POLITICAL CONTRIBUTION/SOLICITATION PROHIBITED:** Barela shall not, under any circumstances, knowingly or intentionally solicit vendors or any County employee for a political contribution on behalf of any individual or any political cause.

18. **SEVERABILITY:** The invalidity or unenforceability of any provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted.

19. **ENTIRE AGREEMENT:** This document constitutes the entire Agreement between the parties relating to the subject matter herein. This Agreement may be amended only in writing by a document signed by both parties. No oral agreement or promise shall have any effect on the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the 26th day of September, 2020, in Torrance County, New Mexico.

EMPLOYEE



Janice Y. Barela

BOARD OF COUNTY COMMISSIONERS

Ryan Schwebach, Chair

Javier E. Sanchez, Vice Chair

Kevin McCall, Member

Approved as to form:

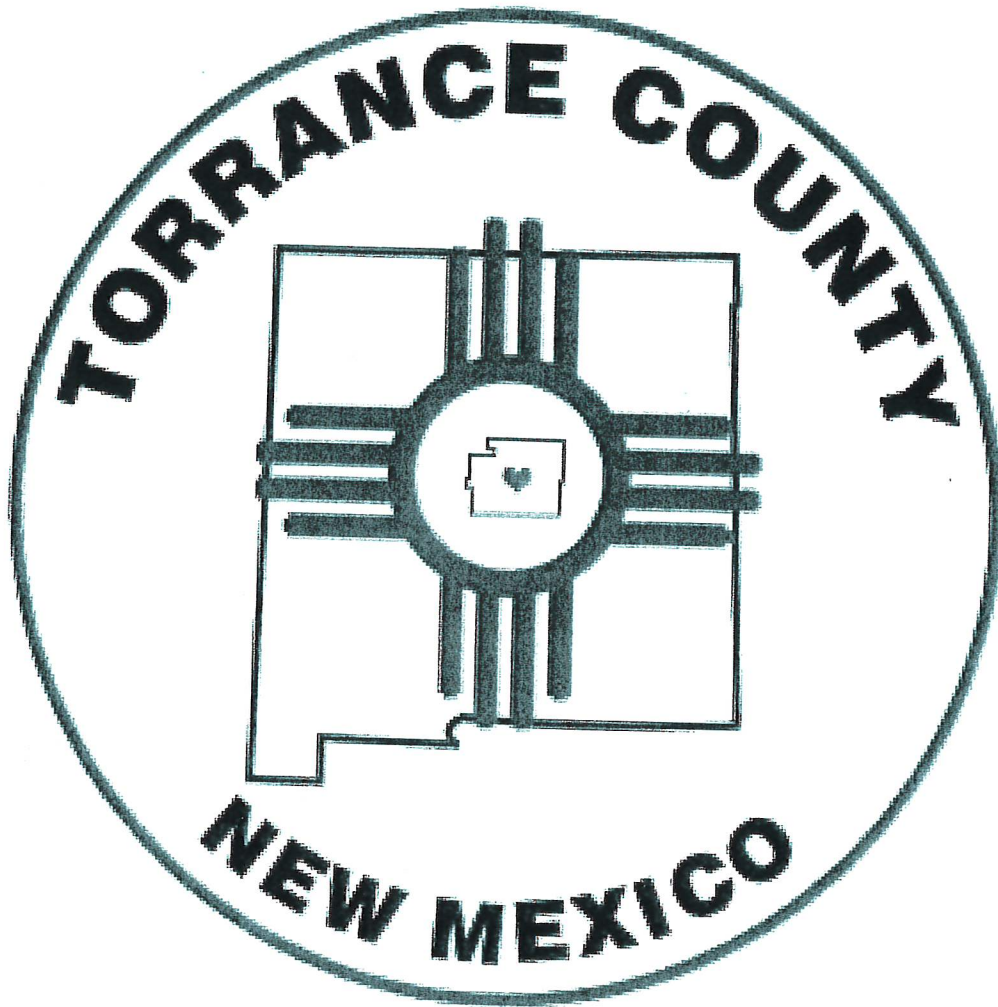
John M. Butrick, County Attorney

Attest:

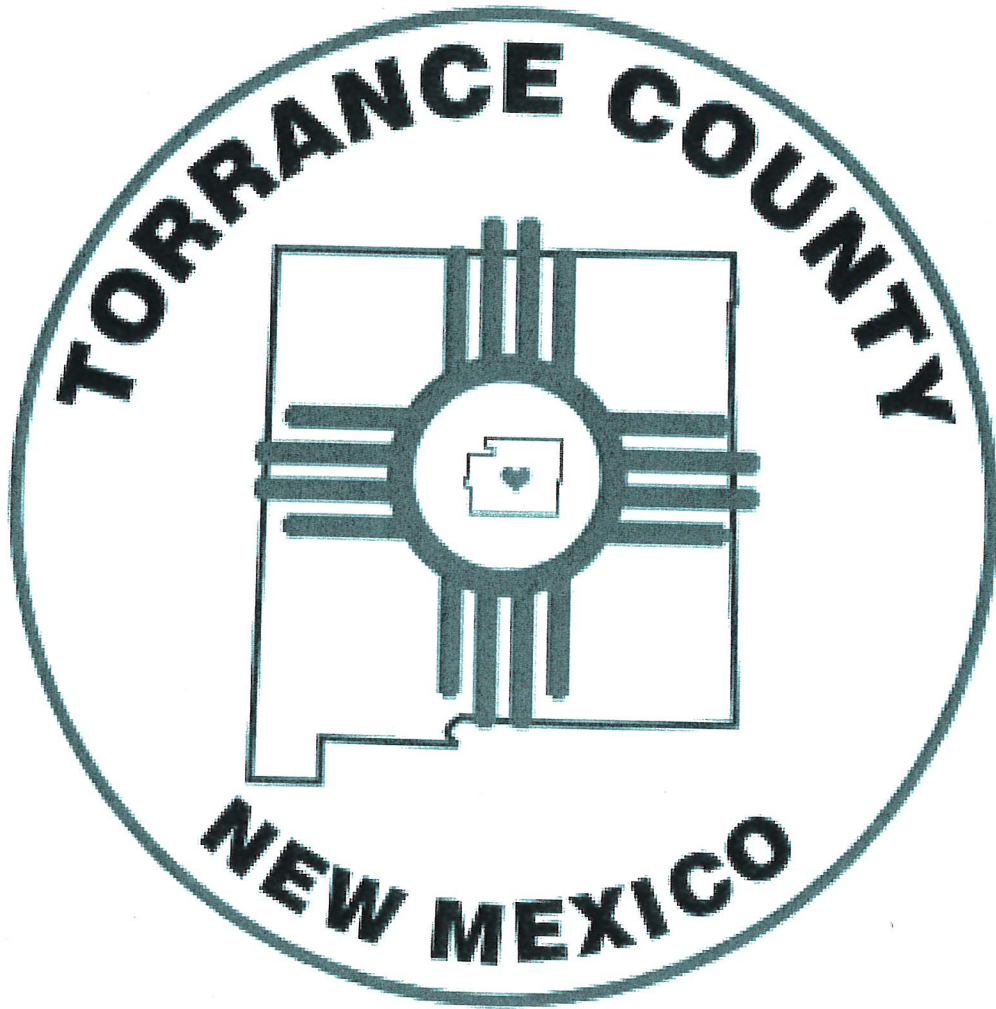
Linda Jaramillo, County Clerk



Agenda Item
No. 13-A



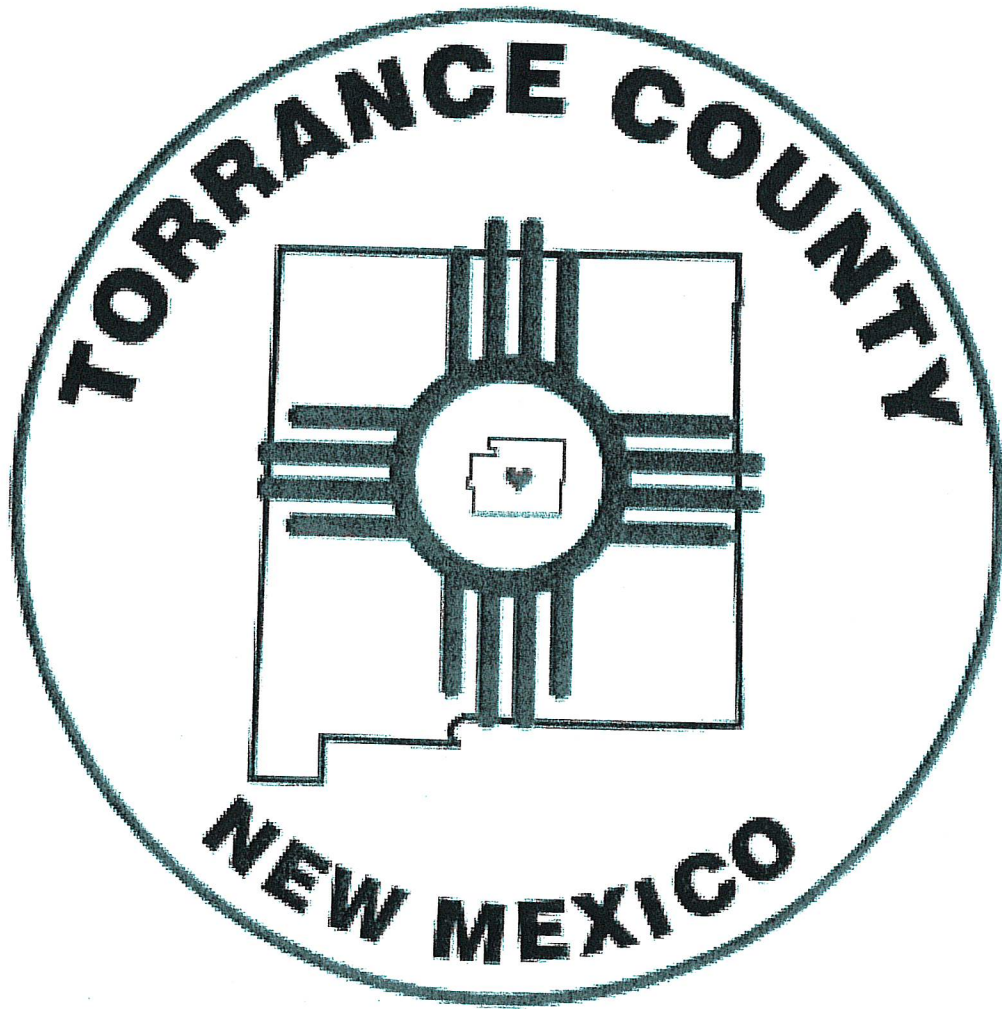
*Agenda Item
No. 14-A*



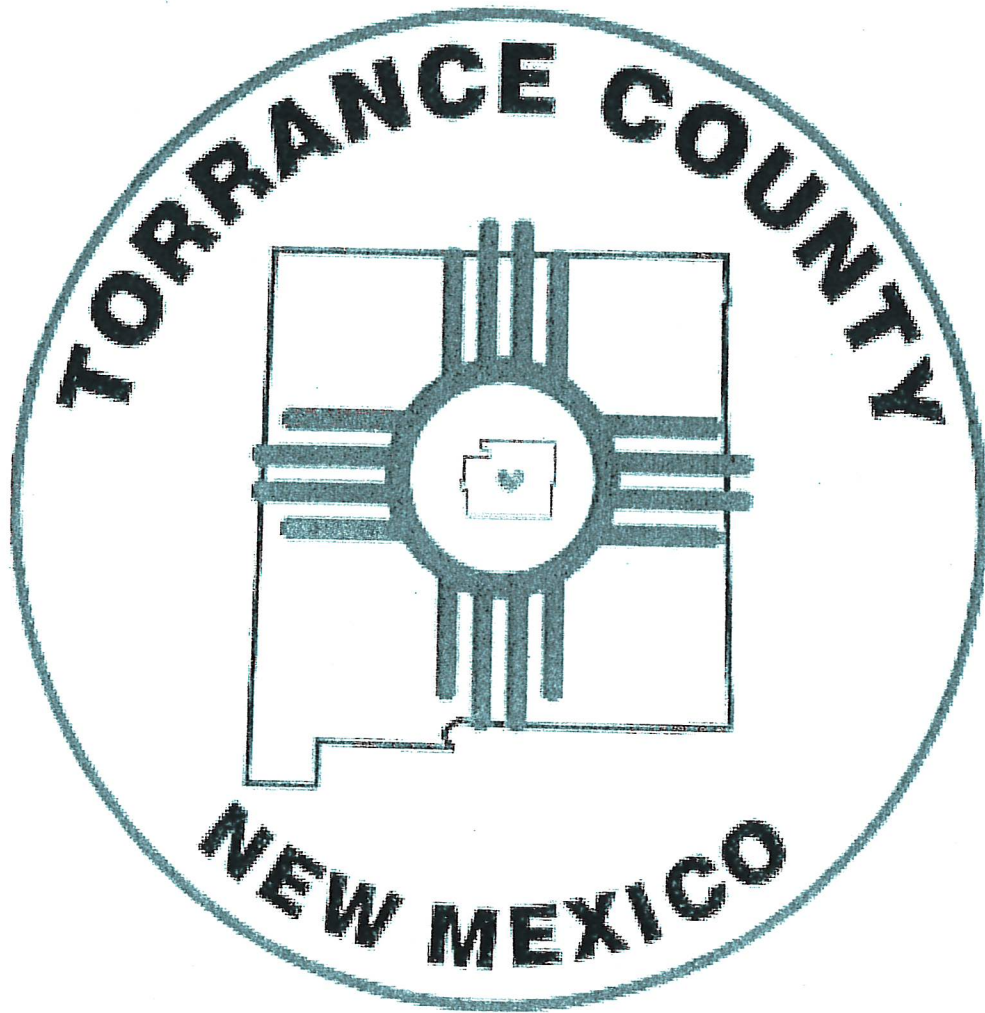
Agenda Item
No. 14-B



Agenda Item
No. 15



*Agenda Item
No. 16*



Agenda Item
No. 17