



TORRANCE COUNTY
COMMISSION MEETING
February 12, 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

Wayne Johnson, County Manager

ADMINISTRATIVE MEETING AGENDA

WEDNESDAY, February 12, 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 January 8, 2020 Torrance County Board of County Commission Minutes.
- 9. APPROVAL OF CONSENT AGENDA**
 - A. FINANCE:** Approval of Payables.
 - B. MANAGER:** Motion to approve the appointment of County Manager Wayne Johnson as the Torrance County voting member to the NM Counties Insurance Authority (NMCIA) and Nick Sedillo as the Alternate. **(Staff Analysis Attached)**
- 10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**
- 11. ADOPTION OF RESOLUTION**
 - A. FINANCE:** Motion to approve Budget Increase for computer upgrades, PILT and HITDA. Resolution No. 2020-_____

B. MANAGER: Motion to approve Resolution 2020-__ a new Torrance County Tangible Property Disposition process repealing all previous property disposition policies. (Staff Analysis Attached)

C. COMMISSION: Motion to approve Resolution 2020-__ opposing “Red Flag” gun control legislation and support Second Amendment rights. (Commissioner McCall) (Staff Analysis Attached)

D. ROAD: Motion to approve Resolution 2020-__ the Annual Certified County Maintained Mileage.

12. APPROVALS

A. MANAGER: Motion to approve the Purchase Agreement for 207 Salt Missions Trail and authorize the County Manager to authorize all documents and funding required to complete the purchase. (Staff Analysis Attached)

B. MANAGER: Motion to concur with the hiring of Janice Y. Barela as the Torrance County Deputy County Manager at the terms and conditions set forth in the contract offered by the County Manager. (Staff Analysis Attached)

C. COMMISSION: Southern Torrance Economic Development Study concern. Request for unspecified action by the Board of County Commissioners. (Commissioner Sanchez) (Staff Analysis Attached)

D. COMMISSION: Motion to approve the Torrance County Heritage Center Development Committee guidelines, scope of work, & request for an additional at-large member. (Commissioner Sanchez)(Staff Analysis Attached)

E. COMMISSION: Discussion and Action on Willard EMS Station. (Commissioner Sanchez) (Staff Analysis Attached)

F. ROAD: Motion to approve IFB 2020-01 HFE 100P Oil for Torrance County Road Department.

G. FIRE: Discuss and motion to approve Torrance County Ambulance State Wide Billing Tariff.

13. DISCUSSION

A. ANIMAL SERVICES: Managers Report, Animal Services and Animal Control yearly reports.

B. CLERK: 2020 Primary Election Update: New Precinct 17, 18, & 19.

14. EXECUTIVE SESSION

A. MANAGER: Negotiation with the Town of Estancia regarding the County purchase of the Torrance County Fairgrounds. Closed pursuant to NMSA 1978 § 10-15-1(H)(8).

B. MANAGER: Purchase of real property for the Pattern Duran, LLC wind energy project. Closed pursuant to NMSA 1978 § 10-15-1(H)(8).

C. ASSESSOR: CoreCivic v. Jesse Lucero, County Assessor Torrance County. Closed pursuant to NMSA 1978 § 10-15-1(H)(7), threatened or pending litigation.

**15. Announcement of the next Board of County Commissioners Meeting:
February 26, 2020**

16. Signing of Official Documents



*Agenda Item
No. 1*



*Agenda Item
No. 2*



*Agenda Item
No. 3*



*Agenda Item
No. 4*



*Agenda Item
No. 5*



*Agenda Item
No. 6*



*Agenda Item
No. 7*



*Agenda Item
No. 8-A*

DRAFT COPY
Torrance County Board of Commissioners
Regular Commission Meeting
January 8, 2020
9:00 AM

Commissioners Present:

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

Others Present:

WAYNE JOHNSON – COUNTY MANAGER
JOHN BUTRICK – COUNTY ATTORNEY
LINDA JARAMILLO – COUNTY CLERK
GENELL MORRIS – ADMINISTRATIVE ASSISTANT
LORI ARCHULETA – EXECUTIVE ASSISTANT

1. Call Meeting to order

Chairman Schwebach: Calls January 8, 2020 Regular Commission Meeting to order at 9:03 AM

2. Pledge lead by: Chairman Ryan Schwebach

Invocation lead by Nick Sedillo

3. Changes to the Agenda: No Change

4. Election of Chair and Vice Chair

A. COMMISSION: Election of Chair and Vice Chair for Calendar Year 2020

Commissioner McCall: Motions to open the floor for nominations

Chairman Schwebach: Seconds the motion.

Commissioner McCall: Moves to keep Commissioner Schwebach as chair.

Chairman Schwebach: Seconds the motion.

Commissioner Schwebach: Moves to keep Commissioner Sanchez as Vice Chair.

Chairman McCall: Seconds the motion.

Commissioner Schwebach: Any further nominations?

None

Commissioner McCall: Motions to close nominations for Chair and Vice- Chair.
Chairman Schwebach: Seconds the motion.

Commissioner Schwebach: Moves to accept Commissioner Schwebach as Chair and Commissioner Sanchez as Vice Chair.

Chairman McCall: Seconds the motion.

All in favor: MOTION CARRIED

5. Open Meeting Act Resolution

A. Establishing the provision of the New Mexico Open Meeting Act, NMSA 1978 10-15-1 and Repealing Resolution 2019-1

Wayne Johnson – County Manager: You have in front of you an updated Resolution, not a lot of changes, it closely aligns with the Open Meetings Act. This is a statutorily required resolution. The original resolution had some technical and grammatical problems and things that need to be removed. In last year’s resolution there were time frames that were not being followed by the County, we had a 10 day rule for notification for Special meetings, and we were never able to meet that. We met the Open Meeting act requirements but never our own resolution, this changes it to 72 hour requirement. We usually have at least 5 days. We also took out some of the things governed by your Commission rules which were included in our previous Open Meeting Act Resolution. This resolution is similar to the one used in Bernalillo County.

Chairman Schwebach: Motion to approve the provision of the New Mexico Open Meeting Act, NMSA 1978 10-15-1 and Repealing.

Commissioner McCall: Seconds the motion.

All in favor: MOTION CARRIED

6. PROCLAMATION - None

7. CERTIFICATES AND AWARDS

A. OPERATIONS MANAGER: Presentation of the 2019 Safety Performance Award Winner.

Nick Sedillo presented award to Kathy Reyes nominated by her peers for her outstanding concern for safety, attending all required trainings and not having any safety issues for 7,562 days injury free. Congratulations to Kathy Reyes from the Torrance County Sheriff’s office for winning the 2019 Torrance County Safety

Award. Kathy started with us in 1999. In addition to receiving the safety award Kathy also received a jacket from the Safety Committee.

8. BOARD AND COMMITTEE APPOINTMENTS - None

9. PUBLIC COMMENT and COMMUNICATIONS

Linda Jaramillo – County Clerk: I have some election updates. We have gotten reimbursed from the Secretary of State in the amount of \$27,048 for the Local Election. We have new voting machines, they are faster and include accessible voting. The Governor will issue the Primary Proclamation on January 27th. Anyone seeking office need to change parties before this date if they are wanting to change their party. Candidate filing date will be March 10, 2020 9am to 5pm in the Clerk’s office. The voting convenient centers were a good training for precinct workers. A lot of people didn’t show up for the McIntosh Mobile voting, I may leave it out and give Mountainair more time.

Danielle Johnston – County representatives for Solid Waste Authority Board: Recognized Pauline Ness for her years of serving the young people of our community. Ms. Johnston thanks the Commission for appointing her to this board. Effective January 1, 2020 new bill stubs will be required at the collection station. These stubs will expire on a yearly basis. The new stubs were sent on December 13, 2019. Stubs can be provided at our main office during normal business hours. Presenting stubs at the collection station attendant is required unless a decal is present. To obtain a decal, customers must be current and up to date on their payments. Verification and placement of the decal will be determined by an attendant or office staff member. Customers must renew their vacant exemption and low income applications and provide documents listed at the website annually. The staff is currently working on liens. If property owners want to clear up a lien, please come to the office to make arrangements to pay off any amount.

Commissioner McCall: Thanks Danielle Johnston for her work and open communication.

Brenda Rich-9004 Hwy 55, Estancia: I have been in touch with the state. We have a problem in our Planning & Zoning, in December a court hearing in the Magistrate office concerning some violations was held, during that hearing a complainant had a voicemail that was left by a Planning and Zoning Agent, stating “I am going to have to play hardball with you”. The gentleman addressed the court saying he didn’t know what that meant. The meaning of hard ball is to act rough and ruthless especially in politics and business. During this hearing pictures were presented that are proof that this agent was entering property without due process and without a search warrant and without permission from the owners. This

violates our own ordinance, section 19 of the P&Z of the administration sub section D, states this provision does not grant the right of entry without due process of law if necessary. Conner vs. Santa Ana 9th district 897 F 2d 1487, 1990 states when permission is not obtained by the property owner a warrant must be obtained to enter those premises.

In the July meeting there were questions concerning the Andy Miller project. A regular Commission Meeting was held the following day and the discrepancies were brought up before the Commission. This was coming from the Planning and Zoning minutes. A previous policy that Torrance County has always followed, if there was an absent representative an alternate was placed. Because that has been previous, in the state law requires that our implications of this be consistent, I would ask that anything that was voted on in that meeting be turned over but also the fact that under the Right to Farm Act, which is a federal and state law, you cannot move into a division where there are subdivisions and set up a farm. The county left themselves vulnerable for a nuisance suite, when they violated their own ordinance, which protects the area of a subdivision, when the plat is vacated. It cannot do unjust duress on anyone that was already a part of that subdivision. Everyone that was part of that subdivision was here and made it clear that they did not want this to happen. The rights of the citizens of McIntosh were not addressed. In the December meeting the county violated the Open Meeting Act, when there is no address in policy of teleconferences, the state addresses teleconferences, stating in Sec 10-15-1 subsection c, a member may participate by means of a conference telephone call when it is difficult or impossible for the member to attend in person. Providing each member participating can be identified when speaking with each other at the same time any members of the public attending can hear and address. On the December 5th Planning Zoning Meeting a teleconference was done for a member who was not available. That gentleman was in a hospital, we do not know what medications he was under and we violated an ordinance that we don't have. I ask that all votes from that December 5th meeting be over turned. If you ask questions you expect to get truthful answers in line with the ordinance. On my personal case one of the miss information that I received from Planning & Zoning, costs my child to buy a \$300,000 house.

Art Ducharme – Alternate Board Member for Planning & Zoning Board: I have some issues with Planning & Zoning. At the December P&Z Board meeting Chairman Graham directed me to sit with the public and would not allow me to comment on the November minutes, to which I contributed, and on any other agenda items as an alternate board member. He affectively removed my status as one of the 6 board members designated in the P&Z policy, limiting district 2's representation on the board. According to the policy only the County Commission has that power. The County Attorney Mr. Butrick made a vague reference to

Roberts Rules of Order. To support Mr. Graham's ruling and said I was now just a member of the public. This behavior continued at the January 6th meeting, where Mr. Butrick reassumed affective direction of the 3 person board in attendance providing no representation from Torrance County district 2. Recently I consulted with attorneys at the New Mexico office of the Attorney General concerning these and related events. They confirm that Roberts Rules of Order has no legal status or standing, it is simply a guideline on how to run a meeting. They verified that the P&Z policy has the legal status with the approval of the Torrance County Commission. The Chairman Mr. Graham exceeded his power as the board chairman and Mr. Butrick gave Mr. Graham wrong legal advice. As a result, open meeting violations continue under this chairmanship with Mr. Butrick's advise. Participation my telephone happened on the 5th, it's not allowed by the P&Z Policy. The number 1 board member's duties is to attend all Planning & Zoning meetings and work sessions. No provisions made for participating by phone. The Attorney General's Office confirmed there must be a law or rule of the public body authorizing its member's to participate by conference telephone or similar communication equipment. Mr. Frost was allowed to participate in the December meeting by telephone from a health care facility, an open meeting act violation. He did not seem to be fully cognizant of the P&Z agenda items under consideration.

Chairman Schwebach: calls time

Wayne Johnson – County Manager: Mr. Butrick and I have reviewed the operation of the Planning & Zoning Board, we feel we are in compliance with the Open Meetings Act and our policies. The Commission Rules, reference Robert Rules of Order, also apply to the Planning & Zoning Board and every board under the County Commission. If there is not a specific rule that applies we defer to Roberts Rules of Order and that is in the past policy of the County Commission. I'm a stickler about Open Meetings and about function and following state law. Those two things are going on in Planning & Zoning, to the best of my ability to determine. Allowing a member to participate by phone is specifically contemplated under the act and under your own policy. We are addressing those issues and thank Mr. DuCharme for bringing them to our attention.

John Butrick – County Attorney: Because Mr. DuCharme attacked my competency. I feel I have the right to respond. The Open Meetings Act and the Planning & Zoning policy are being followed and being adhered to. Mr. DuCharme claims are inaccurate.

Nathan Dial – Mayor of Estancia: Currently there is Legislation trying to be proposed, that would make it illegal for Municipalities and Counties to enter into contract with a private prison, it would have to go to the state. If that moves forward the Town of Estancia will die. Please contact your legislator.

10. APPROVAL OF MINUTES

A. COMMISSION: Motion to approve the December 18, 2019 Torrance County Board of County Commission Minutes

Commissioner McCall: Motions to approve December 18, 2019 Torrance County Board of County Commission Minutes

Chairman Schwebach: Seconds the motion.

All in favor: MOTION CARRIED

11. APPROVAL OF CONSENT AGENDA

A. FINANCE: Approval of Payables

Commissioner McCall: Approval of Payables

Chairman Schwebach: Seconds the motion.

All in favor: MOTION CARRIED

12. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE

13. ADOPTION OF RESOLUTION

A. COMMISSION: A Resolution supporting the repeal of the State Tax on Social Security Benefit Resolution 2020-02. (Schwebach)

Wayne Johnson – County Manager: We are one of the few states that taxes Social Security on an income basis. There are a lot of arguments including double taxation. We have a lot of seniors in Torrance County that are on fixed incomes. Removing an additional amount of money on a state tax will not serve them or our communities well. This is a Legislative agenda item that asks us to transmit this resolution along with asking the County to lobby against, should it pass. House bill 310 would repeal that tax.

Chairman Schwebach: Motion to approve supporting the repeal of the State Tax on Social Security Benefit Resolution 2020-02.

Commissioner McCall: Seconds the motion.

All in favor: MOTION CARRIED

B. COMMISSION: A Resolution opposing the inclusion of HB72 calling for banning private prisons Resolution 2020-03.

Wayne Johnson – County Manager: HB72 has been profiled with the legislature, this would restrict our ability to enter into a public/private partnership with a private prison. This will ban all private prisons in New Mexico. Torrance County is responsible for housing anyone that is detained in Torrance County, we would not be able to build a facility anywhere near the scale or quality we have with the CoreCivic facility. This benefits us from a budgetary, job and GRT stand point with in Estancia. This resolution calls on the Governor not to place it on the call this year.

Commissioner Sanchez: Motion to approve Resolution opposing the inclusion of HB72 calling for banning private prisons Resolution 2020-03.

Chairman Schwebach: Seconds the motion.

All in favor: MOTION CARRIED

C. FINANCE: Motion to approve Fleet/Procurement card policy, Resolution 2020-04.

Jeremy Oliver – Finance Director: This policy states how we use our Fleet and future procurement cards. What has to be done and reconcile and pay these bill, having receipts and implications of department or personal fail to do as outlined in the policy. This falls under state procurement and have to follow those laws.

Wayne Johnson – County Manager: I agree with the policy. Cash and credit cards have to be carefully monitored, it is important our departments are able to do simple tasks such as purchase gas. Every day we have deputies on the road covering over 3000 square mile, this facilitates their ability to do their jobs.

Chairman Schwebach: Motion to approve Fleet/Procurement card policy, Resolution 2020-04.

Commissioner McCall: Seconds the motion.

All in favor: MOTION CARRIED

D. ASSESSOR: Motion to approve Protest Board member and alternates, resolution 2020-05.

Jessie Lucero – Country Assessor: Every two years we have to recertify our protest board members. We are updating our resolutions and policies. The current active board members are John Blatnick, Sheree Wallin, 2 alternates are Danielle Johnston and Patsy Gustin. State statute 73-82-5 states one of the two board

Crystal Coffman – Pattern Energy: PowerPoint presentation is available in packet. We are working on the wind farm in “the Corona area”. This is the tri-County installment of well over 3 gigs. Two fundamental things to remember is there are 2 major transmission lines initiatives, one is the Western Spirit transmission line and the other is Sun Zia transmission line. Pattern Energy has windfarm opportunity that will support both transmission lines. I am specifically talking about the project that will support Western Spirit, phase I. This means from a timing perspective the 1st batch of windfarms to be built in the near terms. With another set of windfarms being built in phase II on Sun Zia. Today we are discussing phase I. We are on the bottom third of this project, finalizing permits and requirements with the counties, siting and the IRB discussion. We need to move forward with these projects and make sure we are all transparent on where we are in the process and where we need to be in the next year.

We would like to start windfarm construction in Q3 2020 and targeting end of construction for this phase I in 2021. We need to negotiate and be on top of our IRB documents Q2 2020. This is what will dictate the timelines that we will move forward with that we will talk about with council. Torrance County will make up 83% of the acres of the phase I project. In IRB discussions, I think about windfarms in Megawatts. A turban can be a 2 or 3 megawatt machine. Current best guess for phase I is 700 megawatts across all 3 Counties, Guadalupe, Lincoln and Torrance. The Torrance portion of the 700 megawatts is approx. 86% = 600 megawatts. Phase II will be larger than phase I, easily double in size. Phase II will have a footprint in Torrance just not as large.

You adopted the inducement at \$1.82 billion last year, that is phase I & II. Phase I we will look to move forward \$1.4 billion. This is the size of the IRB documentation. This will access 3 separate projects we call Duran Mesa, Red Cloud and Tecolote. The reason it is divided is so we can sell to different entities. The split between the Vaughn and Corona are roughly 42% and 58%, this number will move, turbines shift around, these are to give you an idea and why they are in percentages. As we do cultural work and work with the land owners and geotechnical research this footprint within your county will shift and move. This is the same information being given to Guadalupe and Lincoln, feel free to call and make sure we are on the same page. My goal it that all 3 counties understand where they stand with Pattern and we are all working with consistent information.

When we start getting into the IRB and PILT process, what drives a PILT number is size of project. The timing is key. Understanding how windfarm economics have evolved over time also plays into our negotiations. Delivery point, where is the

power going, this dictates how much you are getting paid for it. The biggest one is the PTC (Production Tax Credit). Renewable energy as an industry, wind, is becoming more main stream and with that we are ramping down our production tax credits. We were getting a set number of dollars per megawatt hours produced in tax credit for our projects, this ends in 2020. Language from a market report states projects that went into service before 2020, are getting 100% of that credit, projects that go into service in 2021 will get 80% of that credit. This is a key component. If things come on line in 2022, 60%. Functionally we are needing to meet our deadlines. The last thing, off take rates, what are we getting paid for our power? This varies. With this off take, it will go from 3 to 6 buyers with different pricing and their needs. The commonality is we have to pay transmission. Because of some of the market positives lowering costs, more penetration, and our PPA prices are coming down. The more we understand the data the smoother some of these discussions can go. Our next step is how do we get this IRB going and in the process it needs to be able to hit our timelines.

Chairman Schwebach: Are the other counties on the same timeframe as far as your presentation?

Crystal Coffman – Pattern Energy: Torrance is on the same tract as Guadalupe phase I, but feel they will go a little slower because they only meet once a month. The process will probably finish with Lincoln, Torrance then Guadalupe. This all depends on any issues that may come up during the process. We want to be done by end of April early May.

Michael Godee – Tajiue: I have been to meetings that Pattern Energy was addressing transmission lines and the location. I don't know if you still plan on putting a transmission line in Mountainair. You have to run transmission lines to buyers. If you look at Pattern Energy from an impact point of view and runs through a different school district, why doesn't that school district get some amount of money? The impact is not only in the location of the generators and transmission line.

Wayne Johnson – County Manager: The transmission lines are not subject to the IRB and the IRB is governed under state statute. The schools are part of the IRB statute not a part of the transmission line, that is usually a separate matter entirely.

Crystal Coffman – Pattern Energy: That is correct. We are working on how to get benefits to the school districts from the transmission line. The transmission line has been routed outside the Mountainair area. Please go to the website for further information on the transmission line.

Chairman Schwebach: Thanks Pattern Energy for the presentation, it gives us a good idea of what needs to be done and look forward to working together.

16. EXECUTIVE SESSION:

Chairman Schwebach: Motion to go into Executive Session

Commissioner McCall: Seconds the motion.

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

Executive Session began at 11:30 AM

- A. **MANAGER:** PILT Negotiations for the Pattern Energy/Duran Mesa, LLC Wind Energy Project. Closed pursuant to NMSA 1978, 10-15-1(H)(8).
- B. **MANAGER:** Mutual/Automatic Aid and Dispatch Agreements., Closed pursuant to NMSA 1978, 10-15-1 (H)(7).
- C. **MANAGER:** Torrance County Fairgrounds lease and purchase. Closed pursuant to NMSA 1978, 10-15-1 (H)(8)

RECONVENE FROM EXECUTIVE SESSION:

Reconvened at 12:09 PM

Chairman Schwebach: Motion to return from Executive Session

Commissioner McCall: Seconds the motion.

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

Chairman Schwebach: The Executive session held on January 8, 2020 as part of the Torrance County Commissions regularly scheduled meeting. Only those items described on the published notice and agenda for the executive session held on Wednesday, January 8, 2020 as part of the Torrance County Commissions regularly scheduled administrative meeting beginning at 9am were discussed in executive session. Need a motion for approval of this statement and it will become a part of the minutes of this meeting.

Chairman Schwebach: So moved

Commissioner McCall: Seconds the motion.

All in favor: **MOTION CARRIED**

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

The Commission meeting held on Wednesday, January 22, 2020 at 9:00 AM in the Torrance County Administration Building Estancia, NM will be canceled due to the opening of the New Mexico Legislative Session.

Chairman Schwebach: So moved

Commissioner Sanchez: Seconds the motion.

All in favor: MOTION CARRIED

18. Signing of Official Documents

**Adjourn*

Chairman Schwebach: Motions to adjourn Commission Meeting

Commissioner Sanchez: Seconds the motion.

All in favor: MOTION CARRIED

Meeting adjourned at 12:11 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 299

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 3,232,654.17 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 02/06/2020 . 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

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CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	AMOUNT
01 R 110383	01/07/2020	GRAINGER, INC.	WIRELESS WEATHER STATION, -40 DEGREE TO 158 DEGREE TEMP. RANGE	413-91-2248	341620	01/07/2020	34727	385.16
			INVOICE#9389511107 ACCT#8188 09576				34727	

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	AMOUNT
01 R 110384	01/07/2020	GUSTIN ELECTRIC	REPLACE THREE OUTSIDE LIGHTS WITH THREE LED EXTERIOR LIGHTS WITH PHOTO CELLS	401-27-2215	381620	01/07/2020	34694	600.00
			INVOICE#4777				34694	

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	AMOUNT
01 R 110385	01/07/2020	GUSTIN HARDWARE INC.	WATER SOFTNER PELLETS (50 LBS BAG)	911-80-2215	101620	01/06/2020	34711	45.84
							34711	

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	AMOUNT
01 R 110386	01/07/2020	GUSTIN HARDWARE INC.	ELECTRICAL, PLUMBING, ROOFING, & HARDWARE SUPPLIES FOR BUILDING MAINTENANCE (OPEN PO FY20)	401-16-2215	181620	/	34720	17.78
			ACCT#125				34720	

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	AMOUNT
01 R 110387	01/07/2020	GUSTIN HARDWARE INC.	ELECTRICAL, PLUMBING, ROOFING, & HARDWARE SUPPLIES FOR BUILDING MAINTENANCE (OPEN PO FY20)	401-16-2215	191620	/	34720	34.38
			ACCT#125				34720	

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	AMOUNT
01 R 110388	01/07/2020	GUSTIN HARDWARE INC.	ELECTRICAL, PLUMBING, ROOFING, & HARDWARE SUPPLIES FOR BUILDING MAINTENANCE (OPEN PO FY20)	401-16-2215	251620	/	34720	31.33
			ACCT#125				34720	

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	AMOUNT
01 R 110389	01/07/2020	GUSTIN HARDWARE INC.	ELECTRICAL, PLUMBING, ROOFING, & HARDWARE SUPPLIES FOR BUILDING MAINTENANCE (OPEN PO FY20)	401-16-2215	401620	/	34720	2.29
			ACCT#125				34720	

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	AMOUNT
01 R 110390	01/07/2020	HONSTEIN OIL CO.	SHERIFF FUEL ZZZ269/SHERIFF FUEL ZZZ270	401-50-2202	481620	01/07/2020	34032	276.46

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	AMOUNT
01 R 110391	01/07/2020	HORIZONS OF NEW MEXICO	PLANT BASED DOCUMENT DESTRUCTION INVOICE#SINV021066	612-20-2203	581620	01/07/2020	34032	14.56

CHK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	110392	HORIZONS OF NEW MEXICO	PLANT BASED DOCUMENT DESTRUCTION	612-20-2203	591620	01/07/2020	34032	29.81
			INVOICE: SINW020613 (PARTIAL)					
			INVOICE: SINW020371/INVOICE:					
			SINW020378					
COUNTY CLERK								
								29.81
01 R	110393	INDEPENDENT NEWS LLC	NOTICES OF FIRST HALF TAXES DUE		171620		34608	
			PUBLICATION DATES:					
			NOVEMBER 22, 2019	401-30-2221		/	34608	31.63
			NOVEMBER 29, 2019	401-30-2221		/	34608	24.19
			DECEMBER 6, 2019	401-30-2221		/	34608	24.19
			INVOICE#83653, 83704, 83769					
			FAIR BOARD ADVERTISEMENT - 2 RUN	401-10-2221	411620	01/07/2020	34632	61.02
			FAIR BOARD SECRETARY ADVERTISE	401-10-2221		/	34632	66.21
			INVOICE#83701, 83650, 83651, 83702					
COUNTY TREASURER								
								80.01
								127.23
01 R	110394	KAYCEE RILEY CHAVEZ AGENCY, LICONTARY STAMP K SANDY		610-40-2219	301620	01/07/2020	34353	17.34
								17.34
COUNTY ASSESSOR								
								17.34
01 R	110395	LAWSON, HARLAN	01/06/20 PLANNING AND ZONING	401-08-2205	441620	01/07/2020		61.00
			BOARD MEETING					
								61.00
PLANNING & ZONING								
								61.00
01 R	110396	LYNCH, CATHERINE	01/06/2020 PLANNING AND ZONING	401-08-2205	461620	01/07/2020		61.00
			BOARD MEETING					
								61.00
PLANNING & ZONING								
								61.00
01 R	110397	MARLIN BUSINESS BANK	KONICA MINOLTA BIZHUB INVOICE	911-80-2203	641620	01/07/2020		242.71
			DATE 12/24/2019 INVOICE#17644382					
			ACCT#1441060					
								242.71
911-DISPATCH CENTER								
								242.71
01 R	110398	MID-REGION COUNCIL OF GOVERNMENT	PERO RATA SHARE FOR PARTICIPATION	401-10-2271	271620	01/07/2020		5921.00
			IN THE MID-REGION COUNCIL OF					
			GOVERNMENTS AND THE MULTI-					
			JURISDICTIONAL PLANNING, DEVELOPE					
			MENT AND SERVICE PROGRAMS FOR FY					
			2020 (07/01/2019-06/30/2020) AS					
			APPROVED BY THE MRCOG BOARD OF					
			DIRECTORS INVOICE# 20-016					
								5921.00
COUNTY MANAGER								
								5921.00
01 R	110399	NAT'L COUNCIL FOR BEHAVIORAL	ALGEE BEAR FOR MHPA CLASSES	606-35-2257	91620	01/06/2020	34684	14.95
			COLORING SHEETS FOR MHPA CLASSES	606-35-2257		/	34684	3.00
			PACKAGE OF 15 MHPA FIDGET	606-35-2257		/	34684	34.95

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			SHIPPING AND HANDLING					
			INVOICE#100040615	607-35-2618	161620	01/06/2020	34684	2000.00
			REGISTRATION FOR YMHPA				34740	
			"TRAIN THE TRAINER" INSTRUCTION				34740	
			TRACE MASTER INVOICE#INV-26042				34740	
			-251414 ACCT#00610284					

DWI PROGRAM 2088.90

01 R	110400	NM MEXICO COUNTIES	NM COUNTIES MID-WINTER CONFERENCE	675-07-2266	31620	01/06/2020	34671	200.00
			REGISTRATION FEE	401-08-2266		/ /	34671	200.00
				675-07-2266		/ /	34671	25.00
				401-08-2266		/ /	34671	25.00

		RURAL ADDRESSING	PLANNING & ZONING	225.00	225.00			
01 R	110401	NM COUNTY INSURANCE AUTHORITY	MULTI LINE DEDUCTIBLE INVOICE#	401-05-2212	11620	01/06/2020		2500.00
			ML001030 ACCT#31					

		COUNTY COMMISSION		2500.00				
01 R	110402	NM FLOODPLAIN MANAGERS ASSOC	MEMBERSHIP FEE NMFMA	401-08-2269	21620	01/06/2020	34762	35.00
			DON GOEN					
			NMFMA MEMBERSHIP D GOEN INVOICE					
			#6779					

		PLANNING & ZONING		35.00				
01 R	110403	NM ONE CALL SYSTEM INC	QUARTERLY ALLOCATION USAGE	402-60-2203	291620	01/07/2020		563.02
			INVOICE#153005592					

		COUNTY ROAD DEPARTMENT		563.02				
01 R	110404	NORTHERN TOOL & EQUIPMENT CO	NORTHERN TOOL TOLE BOX WITH HANDLE	401-65-2248	47121219	12/12/2019	34615	258.00
			UNIT M1 & M5				34615	
			ESTIMATED SHIPPING				34615	
			INVOICE#43735679 ACCT#04371353			/ /	34615	13.22

		OPERATIONS & MAINTENAN		271.22				
01 R	110405	PITNEY BOWES PURCHASE POWER	POSTAGE REBILL ON 11/22 LATE FEE	401-10-2206	421620	01/07/2020		1044.99
			FOR NOV 19TH PAYMENT ACCT#					
			8000-9090-0137-3179					

		COUNTY MANAGER		1044.99				
01 R	110406	PRESBYTERIAN MEDICAL SERVICES	MHC RPHCA FY2020 FOR NOVEMBER	616-18-2272	61620	01/06/2020		7502.00
			1-30, 2019 DAILY OPERATIONS					
			FOR INVOICE 112019					

		RPHCA GRANT FY20		7502.00				
01 R	110407	PRESBYTERIAN MEDICAL SERVICES	MHC RPHCA FY2020 FOR SEPTEMBER	616-18-2272	121620	01/06/2020		7502.00
			1-30, 2019 DAILY OPERATIONS FOR					
			INVOICE 92019					

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CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	11/04/17	STAPLES BUSINESS ADVANTAGE	STAPLER DATE AND DEPOSIT	401-55-2219	611620	01/07/2020	34527	77.58
	77.58		INVOICE#3430824580/3430824579					
	01/07/2020		34308245578/3430824576 ACCT#					
			DAL 70109685					

FINANCE DEPARTMENT 77.58

01 R	11/04/18	STRYKER SALES CORPORATION	POWER PRO XT GURNEY	411-92-2230	201620	01/07/2020	34294	18000.00
	18000.00		INCLUDES: X-RESTRAINT PACKAGE, J					
	01/07/2020		HOOK, PR COT RETAINING POST					
			POWER PRO STANDARD COMPONENTS,					
			NO STEER LOCK OPTION					
			120V AC SMRT CHARGING KIT,					
			G-RATED MATRESS, SIDERAIL					
			OPTION.					
			INVOICE#2798844 M ACCT#					
			1259487					

1/4% FIRE EXCISE TAX	18000.00							
01 R	11/04/19	TJ ENTERPRISES AUTO SUPPLY	AUTO PARTS, HARDWARE, AND	401-65-2201	111620	01/06/2020	33967	313.94
	313.94		VEHICLE MAINTENANCE.					
	01/07/2020		ACCT#1185					

OPERATIONS & MAINTENAN	313.94							
01 R	11/04/20	TJ ENTERPRISES AUTO SUPPLY	BELTS, OIL, OIL FILTERS, CAPS,	402-60-2244	281620	01/07/2020	34465	1670.24
	1670.24		NUTS, BOLTS, FLUID, WIPERS,					
	01/07/2020		INVOICE#10-31-19 ACCT#1187					

COUNTY ROAD DEPARTMENT	1670.24							
01 R	11/04/21	TLC UNIFORMS	DUTY BOOTS	401-50-2236	501620	/ /	34587	1232.82
	1875.27		TYROLT, DURAN, BALLARD, YOUNG,					
	01/07/2020		GARCIA, COLLIER, ARREOLA,					
			WOODARD, STOCUM					
			SPRUNK & HOOVER					
			1 BLACK BDU CAP, 2 BLACK BDU					
			UNIFORMS, 1 BLACK LEATHER					
			TROUSHR BELT, 2 NAME TAG SEWN ON					
			BDU UNIFORMS, 2 BLACK GYM SHORTS					
			2 BLACK T-SHIRTS, 2 BLACK SWEAT					
			PAANTS, 2 BLACK SWEATSHIRTS,					
			SCREEN PRINTING FOR SWEATSHIRTS					
			& T-SHIRTS, 1 BLACK KNIT GLOVES,					
			1 BLACK KNIT STOCKING CAP					
			QUINTANA - ACADEMY UNIFORM					
			INVOICE#221921					

COUNTY SHERIFF	1590.28	TRANSPORTATION OF PRIS	284.99					
01 R	11/04/22	TRIADIC INC.	REAM - BLUE CHECK STOCK	401-55-2219	621620	01/07/2020	33972	170.00
	197.33		SHIPPING INVOICE#1701210 ACCT					
	01/07/2020		#1425/TORRANCE					

FINANCE DEPARTMENT	170.00	COUNTY COMMISSION	27.33					
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5644.02
 01/09/2020
 Description
 2019-9/30/20 MICROSOFT EXCHANGE
 PLAN 2 10/01/19-9/30/20 TOTAL
 TAXES INVOICE #8079

OPERATIONS & MAINTENAN 5644.02
 01 R 110431 ARTESIA FIRE EQUIPMENT INC 1610.00
 01/09/2020
 REMOTE KUSSMAUL AUTO CHARGE 1200 407-91-2248
 BATTERY CHARGER
 W/ REMOTE INDICATOR
 INVOICE#70192

STATE FIRE ALLOTMENT 1610.00
 01 R 110432 ASHI 280.62
 01/09/2020
 ONLINE INSTRUCTOR RENEWAL 413-91-2266
 INVOICE#1164183 ACCT#00-2484648
 BLS BLENDED COURSE 413-91-2266
 CPR, AED AND BASIC FIRST AID 413-91-2266
 BLENDED COURSE 413-91-2266
 ADVANCED FIRST AID DIGITAL
 RESOURCE KIT
 ASHI CPR AND AED STUDENT PACK
 (PKG OF 5)
 ESTIMATED SHIPPING 413-91-2266
 INVOICE#1164178 ACCT#00-2484648

STATE FIRE ALLOTMENT 280.62
 01 R 110433 BARBILA, JANICE 333.60
 01/09/2020
 TRAVEL TO SANTA FE NM NM EDGE
 & NM COUNTIES LEGISLATIVE
 CONFERENCE 401-30-2205

COUNTY TREASURER 333.60
 01 R 110434 BI INC 1103.84
 01/09/2020
 SEPTEMBER BILLING (2 DEFENDANTS) 420-73-2218
 NOVEMBER BILLING (4 DEFENDANTS) 420-73-2218
 INVOICE#118733/1179209 ACCT#
 3533

COMMUNITY MONITORING 1103.84
 01 R 110435 BOUND TREE MEDICAL, LLC 235.07
 01/09/2020
 BIOMETRICAL SHIELDED IV CATHETER 411-92-2230
 16GA X 1.77"
 BIOMETRICAL SHIELDED IV CATHETER 411-92-2230
 18GA X 1.88"
 BIOMETRICAL SHIELDED IV CATHETER 411-92-2230
 24GA X 0.75"
 BIOMETRICAL SHIELDED IV CATHETER 411-92-2230
 20GA X 1.16"
 BIOMETRICAL SHIELDED IV CATHETER 411-92-2230
 14GA X 1.75"
 BIOMETRICAL SHIELDED IV CATHETER 411-92-2230
 22GA X 1"
 CURABLE IV GUARD IV DRESSING 411-92-2230
 BREATHABLE FOAM DRESSING
 BURETOL SOLUTION SET 411-92-2230
 AMSAFE-3 3-IN-1 MULTI DRIP 411-92-2230
 CHAMBER IV SET, 83" LARGE
 INVOICE#83449013 ACCT#204887 34722

Invoice # DATE PO # Amount

Invoice #	DATE	PO #	Amount
31920	01/09/2020		34695
			34695
			34695
			1610.00
71920	01/09/2020		34637
			20.00
81920	01/09/2020		34638
			89.00
			34638
			98.00
			34638
			34638
			35.00
			34638
			34638
			34638
			38.62
301920	01/09/2020		333.60
			550.64
			241920
			01/09/2020
			553.20
61920	01/09/2020		34722
			36.20
			34722
			36.20
			34722
			9.05
			34722
			9.05
			34722
			9.05
			34722
			28.61
			34722
			37.71
			60.15
			34722

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
124.99	01/09/2020		INVOICE#202035135					

COUNTY CLERK								124.99
01 R 110445		KXNM-FM 88.7	BROADCAST FOR COMMISSION MEETING 401-05-2243		381920	01/09/2020		1250.00
1250.00	01/09/2020		AND PSA'S JAN 1, 2020 TO JANUARY 31, 2020 INVOICE#2651					

COUNTY COMMISSION								1250.00
01 R 110446		LOBO INTERNET SERVICES LTD	INTERNET SERVICE BILL DATE 01/01/2020 ACCT#12084	401-83-2207	391920	01/09/2020		48.46
48.46	01/09/2020							

ANIMAL SERVICES								48.46
01 R 110447		LOOMIS ARMORED US, LLC	ARMORED CAR SERVICE FUEL FEE	642-05-2296	221920	01/09/2020		297.29
297.29	01/09/2020		INSURANCE FEE EXCESS PREMISE TIME INVOICE DATE 2019.12.31 INVOICE#12556529 ACCT#10157072-1500					

COUNTY COMMISSION								297.29
01 R 110448		LUKE ARNOLD	MONTHLY INVOICE-DECEMBER 2019 TREATMENT CONTRACT	605-02-2282	271920	01/09/2020		300.00
300.00	01/09/2020							

DWI LOCAL GRANT FY20								300.00
01 R 110449		MELLOY CHEVROLET	2019 CHEVROLET TAHOE NM STATE PRICE AGREEMENT #70-000-16-0004	420-74-2617	161920	01/09/2020		34596
36401.00	01/09/2020		2019 DODGE CARAVAN NM STATE PRICE AGREEMENT #70-000-16-0001 INVOICE#FC19414					34596

TRANSPORTATION OF PRIS 36401.00								36401.00
01 R 110450		MHQ OF NEW MEXICO	1/2 TON TRUCK CAMERA	641-09-2618	201920	01/09/2020		34291
38048.63	01/09/2020		BED-LINER	641-09-2618		/ /		490.00
			CAB STEPS	641-09-2618		/ /		34291
			TRAILOR TWO PACKAGE	641-09-2618		/ /		450.00
			TOWMYLIFT	641-09-2618		/ /		870.00
			CAMPER SHELL	641-09-2618		/ /		34291
			EMERGENCY LIGHT BAR	641-09-2618		/ /		2872.95
			MOUNTING BRACKET, EQUIPMENT CONSOLE, FACE PLATE MOUNT, AND CUSTOMER SUPPLIED RADIO	641-09-2618		/ /		34291
			INVOICE#641068					1995.00
								462.68

WIND PLIT								38048.63
01 R 110451		NM MUNICIPAL LEAGUE	DPA/IGD CANCELLATION FEE	401-10-2266	101920	01/09/2020		50.00
50.00			B. GARLAND INVOICE#15033 ACCT					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	110452	OLIVER, JEREMY	TRAVEL TO SANTA FE NM	401-55-2205	321920	01/09/2020		389.44
			LEGISLATIVE CONFERENCE					
	01/09/2020							

FINANCE DEPARTMENT 389.44								
01 R	110453	OLIVER, KRISTIN	TRAVEL TO SANTA FE NM	401-10-2205	331920	01/09/2020		333.60
			LEGISLATIVE CONFERENCE					
	01/09/2020							

COUNTY MANAGER 333.60								
01 R	110454	ORKIN INC.	PC SERVICE JAN 2020 INVOICE#	401-16-2203	401920	01/09/2020		118.66
			193274797 ACCT#31550882					
	01/09/2020							

JUDICIAL COMPLEX MAINT 118.66								
01 R	110455	ORKIN INC.	PC SERVICE JAN 2020 INVOICE#	401-10-2271	411920	01/09/2020		84.96
			193274796 ACCT#31462749					
	01/09/2020							

COUNTY MANAGER 84.96								
01 R	110456	ORKIN INC.	PC SERVICE JAN 2020 INVOICE#	911-80-2215	421920	01/09/2020		150.84
			193274043 ACCT#25640741					
	01/09/2020							

911-DISPATCH CENTER 150.84								
01 R	110457	OTERO, MARY YVONNE	TRAVEL TO SANTA FE NM	401-20-2266	501920	01/09/2020		481.68
			NM COUNTIES WINTER CONFERENCE					
	01/09/2020							

COUNTY CLERK 481.68								
01 R	110458	PLATEAU WIRELESS	BUSINESS BLAZE LARGE ENTERPRISE	413-91-2207	441920	01/09/2020		1297.55
			INTERNET SERVICES/TT					
	01/09/2020		FIRE ADMIN ACCT#5061934					

STATE FIRE ALLIEMENT 1297.55 OPERATIONS & MAINTENAN 355.03								
01 R	110459	PRESBYTERIAN MEDICAL SERVICES	CLEANING EXPENSES SENIOR CENTER	631-57-2271	451920	01/09/2020		833.33
			INVOICE#2-JAN-2020					
	01/09/2020							

SENIOR CITIZEN'S PROGR 833.33								
01 R	110460	PRUDENTIAL OVERALL SUPPLY	MATS MOBS UNIFORMS FOR COUNTY	401-15-2203	231920	01/09/2020		81.50
			ADMINISTRATION					
	01/09/2020		MATS AND MOBS FOR JUDICIAL	401-16-2203				
			COMPLEX INVOICE#450529425 &					
			450529421 ACCT#6528480					

ADMINISTRATIVE OFFICES 81.50 JUDICIAL COMPLEX MAINT 55.62								
01 R	110461	PRUDENTIAL OVERALL SUPPLY	ROAD CREW UNIFORMS ON GOING	402-60-2236	431920	01/09/2020		1224.60

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			12/31/19-1/7/2020					
			INVOICE#905-067-218-745-802-423					
			ACCT#24563265					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			COUNTY ROAD DEPARTMENT 1224.60					
01 R	11/04/20	REDBURN TIRE CO.	275/70/18 TIRES FOR DODGE	402-60-2201	141920	01/09/2020		34670
			2018 TRUCK					34670
			LICENSE PLATE 0464/G					34670
			INVOICE#1420002316					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			COUNTY ROAD DEPARTMENT 653.28					
01 R	11/04/20	SANDIA OFFICE SUPPLY	HP COLOR INK CARTRIDGE	401-90-2219	181920	01/09/2020		34642
			HP B/W INK CARTRIDGE	401-90-2219		/ /		34642
			DESK TOP PENCIL SHARPENER	401-90-2219		/ /		34642
			BOX OF COPY PAPER	401-90-2219		/ /		34642
			COATED PAPER CLIPS	401-90-2219		/ /		34642
			SELF-ADHESIVE GOLD SEALS	401-90-2219		/ /		34642
			PENDEL INK GEL BLUE PENS	401-90-2219		/ /		34642
			INVOICE#809869-0 ACCT#TCNM					
			394849					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			PROBATE JUDGE 133.45					
01 R	11/04/20	SEDILLO, NICK F.	TRAVEL TO SANTA FE NM 2020	401-65-2205	341920	01/09/2020		333.60
			LEGISLATIVE CONFERENCE					
			OPERATIONS & MAINTENAN 333.60					
01 R	11/04/20	SEDILLO, TRACY	TRAVEL TO SANTA FE NM 2020	401-30-2205	351920	01/09/2020		333.60
			LEGISLATIVE CONFERENCE					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			COUNTY TREASURER 333.60					
01 R	11/04/20	SOUTHWEST PROPANE LLC	GALLONS PROPANE FOR DISTRICT 2	406-91-2209	111920	01/09/2020		463.75
			SUBSTATION 28 BRYANT ROAD EDGE					
			WOOD NM 87015 INVOICE#34541					
			ACCT#01-03654					
			GALLONS PROPANE FOR DISTRICT 4	409-91-2209	121920	01/09/2020		700.00
			STATION 10 TORREON HEIGHTS					
			ROAD EAST, TORREON, NM 87061					
			INVOICE#34537 ACCT#01-03654					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			STATE FIRE ALLOTMENT 1163.75					
01 R	11/04/20	STAPLES BUSINESS ADVANTAGE	STAPLES STANDARD 46"X60"	411-92-2219	41920	01/09/2020		34679
			RECTANGULAR CHAIR MAT FOR CARPET					34679
			& HARD FLOOR, VINYL.					34679
			INVOICE#3433098487 ACCT#394849					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			1/4% FIRE EXCISE TAX 468.58					
01 R	11/04/20	STAPLES BUSINESS ADVANTAGE	CANON WIRELESS PRESENTOR	413-91-2219	51920	/ /		34651
			BADGE/SLOT 1-HOLE PUNCH			/ /		34651
			CUSTOMIZED RETURN STAMPS FOR ALL	413-91-2219		/ /		34651

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	110482	EPCOR WATER, INC.	MONTHLY CHARGES BILL DATE 01/07/2020 ACCT#0739014	406-91-2210	111420	01/14/2020		106.68
STATE FIRE ALLOTMENT 106.68								
01 R	110483	MOUNTAINAIR, TOWN OF	MONTHLY CHARGES DEC 2019 ACCT#01-01716-00	401-24-2210 401-24-2209	1311420	01/14/2020		96.04
HEALTH DEPT BLDG MAINT 625.98								
01 R	110484	QWEST CORPORATION	MONTHLY CHARGES DECEMBER 2019 ACCT#505384-0058596M	420-70-2207	211420	01/14/2020		279.05
ADULT INMATE CARE 279.05								
01 R	110485	QWEST CORPORATION	MONTHLY CHARGES DEC 2019 ACCT#505384-1277037B SHERIFF	401-50-2207	1411420	01/14/2020		29.28
COUNTY SHERIFF 29.28								
01 R	110486	QWEST CORPORATION	MONTHLY CHARGES DEC 2019 ACCT#505384-3165110B FIRE ADMIN	413-91-2207	1511420	01/14/2020		100.79
STATE FIRE ALLOTMENT 100.79								
01 R	110487	QWEST CORPORATION	MONTHLY CHARGES DEC 2019 DIST 5 VFD ACCT#505832-5104623B	405-91-2207	1611420	01/14/2020		56.06
STATE FIRE ALLOTMENT 56.06								
01 R	110488	QWEST CORPORATION	MONTHLY CHARGES DEC 2019 DIST 5 VFD ACCT#505832-0000494B	405-91-2207	1711420	01/14/2020		85.05
STATE FIRE ALLOTMENT 85.05								
01 R	110489	QWEST CORPORATION	MONTHLY CHARGES DEC 2019 DIST 5 VFD ACCT#505832-4068906B	405-91-2207	1811420	01/14/2020		235.16
STATE FIRE ALLOTMENT 235.16								
01 R	110490	QWEST CORPORATION	MONTHLY CHARGES DEC 2019 DISPATCH ACCT#505384-9631581B	911-80-2207	1911420	01/14/2020		531.38
STATE FIRE ALLOTMENT 531.38								
911-DISPATCH CENTER 531.38								
01 R	110491	QWEST CORPORATION	MONTHLY CHARGES DEC 2019 ANIMAL SERVICES ACCT#505384-5117 227B	401-82-2207	2011420	01/14/2020		258.39

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R 110492	57.93	QWEST CORPORATION	MONTHLY CHARGES DEC 2019	401-30-2207	2111420	01/14/2020		57.93
01/14/2020			TREASURER ACCT#505384-4381899B					
COUNTY TREASURER 57.93								
01 R 110493	56.47	QWEST CORPORATION	MONTHLY CHARGES DEC 2019	401-20-2207	2211420	01/14/2020		56.47
01/14/2020			CLERK ACCT#505384-4080353B					
COUNTY CLERK 56.47								
01 R 110494	57.93	QWEST CORPORATION	MONTHLY CHARGES DEC 2019	401-40-2207	2311420	01/14/2020		57.93
01/14/2020			ASSESSOR ACCT#505384-4362899B					
COUNTY ASSESSOR 57.93								
01 R 110495	54.57	QWEST CORPORATION	MONTHLY CHARGES DEC 2019	401-27-2207	2411420	01/14/2020		54.57
01/14/2020			MPAIR SENIOR CENTER ACCT# 505847-2885204B					
MOUNTAINAIR SENIOR CEN 54.57								
01 R 110496	193.17	QWEST CORPORATION	MONTHLY CHARGES DEC 2019	401-10-2207	2511420	01/14/2020		193.17
01/14/2020			MANAGER ACCT#505384-5294082B					
COUNTY MANAGER 193.17								
01 R 110497	243.55	QWEST CORPORATION	MONTHLY CHARGES DEC 2019	401-36-2207	2611420	01/14/2020		243.55
01/14/2020			ESTANCIA SENIOR CENTER ACCT# 505384-5010995B					
ESTANCIA SENIOR CENTER 243.55								
01 R 110498	157.87	QWEST CORPORATION	MONTHLY CHARGES DEC 2019	401-37-2207	2711420	01/14/2020		157.87
01/14/2020			MORIRARY SENIOR CENTER ACCT# 505832-4425163B					
MORIRARY SENIOR CENTER 157.87								
01 R 110499	100.39	QWEST CORPORATION	MONTHLY CHARGES DEC 2019	402-60-2207	2811420	01/14/2020		100.39
01/14/2020			ROAD ACCT#505384-2550082B					
COUNTY ROAD DEPARTMENT 100.39								
01 R 110500	103.71	QWEST CORPORATION	MONTHLY CHARGES DEC 2019	401-16-2207	2911420	01/14/2020		103.71
01/14/2020			JUDICIAL ACCT#505384-3237905B					
JUDICIAL COMPLEX MAINT 103.71								
01 R 110501	7.52	QWEST CORPORATION	FINAL CLOSING CHARGES DIST 3	408-91-2207	3011420	01/14/2020		7.52
01/14/2020			VPD ACCT#505384-2810F1542					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 V	11/05/20	ESTATE OF DAUN R SEDILLO	REFUND CHECK FROM AFLAC	401-40-2102	711420	01/14/2020		15.08
	15.08							
	01/14/2020							
COUNTY ASSESSOR 15.08								
01 R	11/05/20	SOUND & SIGNAL SYSTEMS OF NM	QUARTERLY INTRUSION MONITORING	612-20-2308	1011420	01/14/2020		112.09
	112.09		VOTING MACHINE STORAGE BUILDING					
	01/14/2020		INVOICE#69262 ACCT#19510					
COUNTY CLERK 112.09								
01 R	11/05/20	SOUND & SIGNAL SYSTEMS OF NM	QUARTERLY FIRE MONITOR -2 ACCTS	401-15-2203	1111420	01/14/2020		194.74
	194.74		INVOICE#69295 ACCT#19510					
	01/14/2020							
ADMINISTRATIVE OFFICES 194.74								
01 R	11/05/20	VOYA HOLDINGS, INC.	CHANGE NATIONWIDE TO VOYA	401-50-2101	611420	01/14/2020		30.00
	1135.55			401-20-2102				140.00
	01/14/2020			401-30-2101				100.00
				401-30-2102				300.00
				401-40-2102				44.59
				401-55-2102				75.00
				401-65-2102				50.55
				401-82-2102				30.00
				402-60-2102				275.00
				402-61-2102				15.00
				610-40-2102				75.00
				610-40-2114				.31
COUNTY CLERK 170.00 COUNTY TREASURER 400.00 COUNTY ASSESSOR 120.00								
FINANCE DEPARTMENT 75.00 OPERATIONS & MAINTENAN 50.55 ANIMAL SERVICES 30.00								
COUNTY ROAD DEPARTMENT 275.00 COUNTY ROAD SHOP 15.00								
01 R	11/05/20	WEST PUBLISHING CORPORATION	WEST INFORMATION CHARGES INVOICE	401-56-2269	311420	01/14/2020		181.50
	181.50		DEC 01,2019-DEC 31,2019					
	01/14/2020		INVOICE#841574740 ACCT#					
			10000641642					
ATTORNEY 181.50								
01 R	11/05/20	WS DARLEY & CO	TUBULAR WEBBING - 1" X 300' (RED)	413-91-2248	811420	01/14/2020		112.95
	680.91		1/2" HTP STATIC ROPE	413-91-2248				34725
	01/14/2020		LARGE D CARABINER TWIST LOCK	413-91-2248				34725
			ESTIMATED SHIPPING	413-91-2248				34725
			INVOICE#17383331/17383749					64.46
			ACCT#40113510					
STATE FIRE ALLOTMENT 680.91								
01 R	11/05/20	ARGAS USA LLC	CYLINDER RENT MED/XS OXYGEN	408-91-2230	2411620	01/16/2020		162.21
	426.95		HAZMAT FEE SALES TAX INVOICE#					
	01/16/2020		9967604055 ACCT#2296717					
			RENT-CYLINDER MEDIUM/LARGE	405-91-2230	2511620	01/16/2020		144.82
			OXYGEN RENT-CYLINDER MEDIUM/XS					
			OXYGEN HAZMAT FEE SALES TAX					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
STATE FIRE ALLOTMENT 426.95								
01 R	110509	AMBITIONS DOCUMENT SOLUTIONS	50 TORRANCE COUNTY SAFETY MANUAL	600-06-2248	2611620	01/16/2020	34718	550.00
			LOSS CONTROL HANDBOOK					34718
			INVOICE#14145					
RISK MANAGEMENT 550.00								
01 R	110510	AMBITIONS TECHNOLOGY GROUP LLC	BILTABLE HOURS FROM 10/01/2019 -	401-65-2213	4611620	01/16/2020		4707.65
			1/1/2020 TOTAL TAXES INVOICE#					8120
			INVOICE#0256624					
OPERATIONS & MAINTENAN 4707.65								
01 R	110511	AWARDS ETC.	BLACK BRASS RETIREMENT PLAQUE	401-10-2219	5911620	01/16/2020	34614	88.00
			INVOICE#0256624					
COUNTY MANAGER 88.00								
01 R	110512	CHAVEZ, JOSEFITA	TRAVEL TO SANTA FE NM 2020 NM	401-90-2205	511620	01/16/2020		265.68
			COUNTIES WINTER CONFERENCE					
			INVOICE#8404468921					
PROBATE JUDGE 265.68								
01 R	110513	CINTAS CORPORATION NO. 2	EYE WASH STATION SERVICE	600-06-2248	2711620	01/16/2020	33813	207.99
			SD AQUAPRESERVY CONCENTRATE					
			INVOICE TAX INVOICE#8404468921					
			ACCT#30009096					
RISK MANAGEMENT 207.99								
01 R	110514	COOPERATIVE EDUCATIONAL SERVICE	KARBLOEY CLEANER COUNTY	401-15-2237	6811620	01/16/2020		158.00
			ADMINISTRATON					
			KARBLOEY CLEANER JUDICIAL	401-16-2237				158.00
			COMPLEX					
			INVOICE#24-097026 ACCT#					
			TORRANCECOUNTY REF PO#34563					
ADMINISTRATIVE OFFICERS 158.00 JUDICIAL COMPLEX MAINT 158.00								
01 R	110515	CORECLIVIC INC.	MANDAYS-CLIN 0001/8850	825-70-2172	6216220	01/16/2020		1950130.35
			GUARD HOURS MEDICAL TRANSPORT	825-70-2172				39893.72
			CLIN 0003					
			MILEAGE MEDICAL TRANSPORT CLIN-	825-70-2172				2519.52
			0008/STAFFING-CLIN 0006	825-70-2172				57346.04
			INVOICE#TCSO-ICE 122019	825-70-2172				46006.24
ADULT INMATE CARE 095895.87								
01 R	110516	DOUBLE H AUTO	Oil, OIL FILTERS, FUEL FILTERS,		1311620			34716
			WIPER BLADES, ANTIFFREEZE, ITEMS					34716
			NEEDED FOR VEHICLE REPAIR					34716
			AND MAINTENANCE					34716

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			OIL, OIL FILTERS, FUEL FILTERS, WIPER BLADES, ANTIFREEZE, ITEMS NEEDED FOR VEHICLE REPAIR AND MAINTENANCE	413-91-2201	1911620	/ /	34716	657.16
			JANUARY - MARCH 2020				34716	
			20 WINDSHIELD WASHER FLUID	413-91-2201		/ /	34716	5.98
			INVOICE#485880 ACCT#2927					

STATE FIRE ALLOTMENT 663.14

01 R 110517	ESTANCIA PUBLIC SCHOOLS	HIGH LONESOME WIND FARM PILOT	641-09-2410	6311620	01/16/2020		187100.28
187100.28							

WIND PILOT 187100.28

01 O 110518	ESTATE OF DAUN R SEDILLO	REFUND CHECK FROM AFLAC	401-40-2102	711420	01/14/2020		15.08
15.08							

COUNTY ASSESSOR 15.08

01 R 110519	PASTENAL COMPANY	35' 20V BRUSHLESS DRAIN CLEANING MACHINE KIT (ALL COUNTY SITES)	401-15-2215	6111620	01/16/2020	/ /	34708	49.83
299.00			401-16-2215			/ /	34708	49.83
			401-23-2215			/ /	34708	49.84
01/16/2020			401-27-2215			/ /	34708	49.84
			401-36-2215			/ /	34708	49.83
			401-37-2215			/ /	34708	49.83

INVOICE#MMALB246628

ACCT#MMALB2338

ADMINISTRATIVE OFFICES	49.83	JUDICIAL COMPLEX MAINT	49.83	MOUNTAINAIR HEALTH CLI	49.83			
MOUNTAINAIR SENIOR CEN	49.84	ESTANCIA SENIOR CENTER	49.84	MORLARTY SENIOR CENTER	49.83			

01 R 110520	FIRRONE INC	ON SITE FIRE PUMP TESTING	407-91-2248	2211620	/ /		34585	323.40
3557.40		PER NEPA STANDARD 1911	406-91-2248		/ /		34585	646.80
01/16/2020		ESTIMATED TAX	408-91-2248		/ /		34585	970.20
		ENGINE 1, 2, 3-2, 3-3, 4, 5,	409-91-2248		/ /		34585	323.40
		5-2, & 6, TE 2-1, 3-1, 3-2, 4,	405-91-2248		/ /		34585	970.20
		& 5.	418-91-2248		/ /		34585	323.40
		AERIAL 7.						
		INVOICE #200102						

STATE FIRE ALLOTMENT 3557.40

01 R 110521	GALLAGHER BENEFIT SERVICES, INC	JANUARY 2020 CONSULTING SERVICES	401-10-2272	4711620	01/16/2020		2700.00
2700.00		INVOICE#192008					

COUNTY MANAGER 2700.00

01 R 110522	GASTELUM, RUBEN	TRAVEL TO SANTA FE NM NM	675-07-2205	311620	01/16/2020		340.00
340.00		COUNTIES LEGISLATIVE WINTER CONFERENCE					
01/16/2020							

RURAL ADDRESSING 340.00

01 R 110523	GUSTIN HARDWARE INC.	ELECTRICAL, PLUMBING, ROOFING,		1011620			34720
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CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			ACCT#125 ELECTRICAL, PLUMBING, ROOFING, & HARDWARE SUPPLIES FOR BUILDING MAINTENANCE (OPEN PO FY20) ACCT#125	401-16-2215	1111620	/	34720	188.22
			PAPER TOWELS, SCREWS, BOLTS, SUPPLIES INVOICE#1-1-20	402-61-2250	1211620	01/16/2020	34223	479.86
			JUDICIAL COMPLEX MAINT	188.22				
			COUNTY ROAD SHOP	479.86				
			ELECTRICAL, PLUMBING, ROOFING & ACCT#125	401-15-2215	6711620	01/16/2020	34016	521.76
			ADMINISTRATIVE OFFICES	521.76				
			HINDI, NAGIM	407-91-2202	11620	01/16/2020		87.56
			GALLONS DIESEL FOR ENGINE 1-FUEL CARD DIDN'T WORK CORRECTLY APPROVED BY L. GARY 11/06/2019 29.196 AT 2.999					
			STAFF FIRE ALLOTMENT	87.56				
			HONSTEIN OIL CO.	401-08-2202	2311620	01/16/2020		46.79
			12/19/19 P2-3 FUEL FEB LUST TAX INVOICE#222271 ACCT#3873					
			PLANNING & ZONING	46.79				
			HONSTEIN OIL CO.	401-82-2202	2911620	01/16/2020		19.23
			VEHICLE FUEL INVOICE#346802 ACCT#2445/TCANISHSHI					
			ANIMAL SERVICES	19.23				
			INDEPENDENT NEWS LLC	605-03-2221	1611620	01/16/2020	34685	216.38
			1/4 PADE AD PROMOTING DWI PREVENTION HOLIDAY GUIDE 12/20/19 INVOICE#83844					
			DWI DISTRIBUTION GRANT	216.38				
			JARAMILLO, LINDA	401-20-2266	6011620	01/16/2020		167.28
			TRAVEL TO SANTA FE NM 2020 ASSOCIATION OF COUNTIES WINTER CONFERENCE					
			COUNTY CLERK	167.28				
			LUCCERO, JESUS	610-40-2205	611620	01/16/2020		340.00
			TRAVEL TO SANTA FE NM 2020 MID WINTER LEGISLATIVE CONFERENCE					
			COUNTY ASSESSOR	340.00				
			LUJAN, LEONARD	402-60-2205	711620	01/16/2020		225.60
			TRAVEL TO SANTA FE NM 2020 LEGISLATIVE CONFERENCE					

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CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	AMOUNT
01 R	110532	NEW MEXICO COUNTIES	NMC WINTER CONFERENCE	413-91-2266	3311620	01/16/2020	34779	225.00
	225.00		CHIEF L. GARY					
	01/16/2020		INVOICE#LC20-012020-0080-0088					

STATE FIRE ALLOTMENT	AMOUNT
225.00	

01 R	110533	NEW MEXICO COUNTIES	NM COUNTIES 2020 LEGISLATIVE	610-40-2266	3511620	01/16/2020	34782	450.00
	450.00		MID-WINTER CONFERENCE					
	01/16/2020		REGISTRATION FOR: J. LUCERO & V. SEDILO					

COUNTY ASSESSOR	AMOUNT
450.00	

01 R	110534	NEW MEXICO STATE UNIVERSITY	FOR SUPPORT OF THE COOPERATIVE	401-05-2261	4911620	01/16/2020	34782	45183.00
	45183.00		EXTENSION SERVICE IN TORRANCE					
	01/16/2020		COUNTY FOR THE FIRST AND SECOND					
			QUARTER (JULY TO DEC) OF FY					
			19/20					

COUNTY COMMISSION	AMOUNT
45183.00	

01 R	110535	NEXTIVA INC	VOIP PHONES 12/17/2019- ASSESSOR	610-40-2207	6111620	01/16/2020	345.00
	2103.82		01/16/2020 INVOICE#2575856311				
	01/16/2020		ACCT#2029540/CLERK				

401-20-2207	MANAGER	201.25
401-10-2207	FINANCE	201.25
401-55-2207	MAINTENANCE	115.00
401-65-2207	COMMISSION	57.50
401-10-2207	PZ	87.33
401-08-2207	CODE ENFORCEMENT	57.50
401-08-2207	IT	28.75
401-65-2207	ROAD	28.75
402-60-2207	PROBATE	57.50
401-90-2207	RURAL ADDRESSING	28.75
401-90-2207	SHERIFF	28.75
675-07-2207	COMMUNITY MONITOR	320.21
401-50-2207	TREASURER	28.75
420-73-2207	FIRE ADMIN	230.00
401-30-2207	EXTENSION	115.03
413-91-2207	EMERGENCY MANAGER	143.75
401-05-2207		28.75
604-83-2207		

COUNTY ASSESSOR	AMOUNT
345.00	

01 R	110536	NM PROPANE	194.6 GALLONS PROPANE/HAZMAT	407-91-2209	5711620	01/16/2020	2196.01
	2196.01		FEE/FUEL RECOVERY FEE/WILL-CALL				
	01/16/2020		CONY FEE/STATE, COUNTY & CITY				
			SALES TAX DURAN FIRE STATION-				
			SOUTH BUILDING 382.2 GALLONS				
			PROPANE/HAZMAT FEE/FUEL RECOVERY				
			FEE/WILL CALL CONV. FEE/STATE				
			COUNTY & CITY SALES TAX DURAN				
			FIRE STATION-NORTH BUILDING				
			INVOICE#3101251639/3101251640				
			ACCT#202680264				

CK# DATE Name Description Line Item Invoice # DATE PO # Amount

01 R 110537 OLD MILL, THE MEAL FOR ACTIVE SHOOTER TRAINING 600-06-2266 4511620 01/16/2020 34449 175.00
 (TRAINERS)
 01/16/2020 175.00 OCTOBER 7, 2019
 INVOICE#100113 34449

RISK MANAGEMENT 175.00

01 R 110538 PRUDENTIAL OVERALL SUPPLY MATS MOPS UNIFORMS FOR COUNTY 401-15-2203 3111620 01/16/2020 93.44
 149.06 ADMINISTRATION
 01/16/2020 MATS AND MOPS FOR JUDICIAL 401-16-2203 55.62
 COMPLEX INVOICE#450527747
 #450526903 ACCT#6528480

ADMINISTRATIVE OFFICES 93.44 JUDICIAL COMPLEX MAINT 55.62

01 R 110539 PRUDENTIAL OVERALL SUPPLY MATS MOPS UNIFORMS FOR COUNTY 401-15-2203 3211620 01/16/2020 93.44
 149.06 ADMINISTRATION
 01/16/2020 MATS AND MOPS FOR JUDICIAL 401-16-2203 55.62
 COMPLEX INVOICE#450526907
 450527743 ACCT#6528480

ADMINISTRATIVE OFFICES 93.44 JUDICIAL COMPLEX MAINT 55.62

01 R 110540 PRUDENTIAL OVERALL SUPPLY MATS MOPS UNIFORMS FOR COUNTY 401-15-2203 5211620 01/16/2020 81.50
 137.12 ADMINISTRATION
 01/16/2020 MATS AND MOPS FOR JUDICIAL 401-16-2203 55.62
 COMPLEX INVOICE#450530257
 #450530253 ACCT#6528480

ADMINISTRATIVE OFFICES 81.50 JUDICIAL COMPLEX MAINT 55.62

01 R 110541 PRUDENTIAL OVERALL SUPPLY MATS MOPS UNIFORMS FOR COUNTY 401-15-2203 5811620 01/16/2020 186.88
 353.74 COUNTY ADMINISTRATION
 01/16/2020 MATS AND MOPS FOR JUDICIAL 401-16-2203 166.86
 COMPLEX INVOICE#450526907
 #450527747/450526903/450527743
 450528578

ADMINISTRATIVE OFFICES 186.88 JUDICIAL COMPLEX MAINT 166.86

01 R 110542 REDBURN TIRE CO. 14.00R24 GRADER TIRES 402-60-2244 5111620 01/16/2020 34344 5493.00
 5528.00 O-RINGS 402-60-2244 34344 35.00
 01/16/2020 INVOICE#5011464

COUNTY ROAD DEPARTMENT 5528.00

01 R 110543 REMMEY, WARREN T REPLACE OFFICE DOOR WITH FRAME 418-91-2215 5511620 01/16/2020 34641 1162.00
 1162.00 AND CLOSER, INSTALLATION OF
 01/16/2020 ELECTRONIC LOOK 34641

STATE FIRE ALLOTMENT 1162.00

01 R 110544 RICH FORD SALES DIAGNOSTIC FEE FOR 04' 604-83-2201 911620 01/16/2020 34736 374.73
 394.11 EMERGENCY MANAGER FORD 34736
 01/16/2020 EXPEDITION 34736
 INVOICE#2027547
 PLUG ADAPTER 401-10-2201 5011620 01/16/2020 34702 19.38

CHK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COMMUNICATIONS/EMS TAX 374.73 COUNTY MANAGER 19.38								
01 R	110545	RICH FORD SALES	RESCUE 3		1711620	/		34547
	304.69		DIAGNOSTIC FOR SLIPPING TRANSMISSION	408-91-2201		/		34547
	01/16/2020		SERVICING FOR TRANSMISSION					34547
			INVOICE#6767634/1					
STATE FIRE ALLOTMENT 304.69								
01 R	110546	SAMBA HOLDINGS, INC.	DL MONITORING & BACKGROUND CHECK	413-91-2271	2011620	01/16/2020		34009
	151.78		INVOICE#INV00257247 ACCT#					151.78
	01/16/2020		M00004795					
STATE FIRE ALLOTMENT 151.78								
01 R	110547	SAMBA HOLDINGS, INC.	DL MONITORING & BACKGROUND CHECK	413-91-2271	2111620	01/16/2020		34009
	245.20		INVOICE#INV00244089 ACCT#					245.20
	01/16/2020		M00004795					
STATE FIRE ALLOTMENT 245.20								
01 R	110548	SANDIA OFFICE SUPPLY	COMBINATION STORAGE CABINET -	413-91-2219	1511620	01/16/2020		34723
	1153.73		36" X 18" X 72"					34723
	01/16/2020		MULTIFOLD PAPER TOWELS - 4,000	413-91-2220		/		34723
			PER CARTON			/		34723
			ANGEL SOFT TOILET TISSUE - 24/PK	413-91-2220		/		34723
			UNGER PROFESSIONAL WINDOW	413-91-2220		/		34723
			CLEANING KIT			/		34723
			INVOICE#819857-0 ACCT#TCNM					
STATE FIRE ALLOTMENT 1153.73								
01 R	110549	SANDIA OFFICE SUPPLY	ETIOPRE REA-C-H 2-SECTION POLE -	408-91-2220	4111620	01/16/2020		34773
	120.41		96" LENGTH					34773
	01/16/2020		PINE-SOL MULTI SURFACE CLEANER -	408-91-2220		/		34773
			LIQUID - 1.13 GAL			/		34773
			LYSOL DISINFECTING WIPES PACK	408-91-2220		/		34773
			SOFTSOAP ANTIBACTERIAL LIQUID	408-91-2220		/		34773
			HAND SOAP PUMP			/		34773
			SOFTSOAP ANTIBACTERIAL LIQUID	408-91-2220		/		34773
			HAND SOAP REFILL			/		34773
			INVOICE#822412-0 ACCT#TCNM					
STATE FIRE ALLOTMENT 120.41								
01 R	110550	SEDILLO, NOAH	TRAVEL TO SANTA FE NM NMC	401-55-2266	211620	01/16/2020		283.16
	283.16		LEGISLATIVE WINTER CONFERENCE					
	01/16/2020		2020					
FINANCE DEPARTMENT 283.16								
01 V	110551	SEDILLO, VICTORIA	TRAVEL TO SANTA FE NM 2020 MID	610-40-2205	411620	01/16/2020		232.00
	232.00		WINTER LEGISLATIVE CONFERENCE					
	01/16/2020							
COUNTY ASSESSOR 232.00								

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
463.75	01/16/2020		STATION 10 TORREON HEIGHTS ROAD EAST, TORREON, NM 87061 INVOICE# 32502 ACCT#01-03654					

STATE FIRE ALLOTMENT	463.75
01 R 110553	STAPLES BUSINESS ADVANTAGE
948.37	HP 410A BLACK TONER 2-HOLE
01/16/2020	PUNCH SUPERSIZE BANDS SURGE
	PROTECTOR HP BLACK INK TONER
	HP COLOR INK TONER REF: PO#34023

ELECTIONS	948.37
01 R 110554	STAPLES BUSINESS ADVANTAGE
36.38	BLUE CLASSIFICATION FOLDERS
01/16/2020	INVOICE#3430967529 ACCT#
	DAL 70109686

COUNTY MANAGER	36.38
01 R 110555	TILLERY CHEVROLET GMC INC
100.00	FD10
01/16/2020	LUBE OIL FILTER, 8 QUART LOF,
	AIR FILTER, OIL FILTER AND TOP
	OFF FLUIDS.
	INVOICE#6059111/1
	FD11
	LUBE OIL FILTER, 8 QUART LOF,
	AIR FILTER, OIL FILTER AND TOP
	OFF FLUIDS.
	INVOICE#6059111/1

STATE FIRE ALLOTMENT	100.00
01 R 110556	TJ ENTERPRISES AUTO SUPPLY
52.99	AUTO PARTS, HARDWARE, AND
01/16/2020	VEHICLE MAINTENANCE.
	MISC AUTO PARTS/HARDWARE FOR
	BUILDING AND/OR VEHICLE MAINT

OPERATIONS & MAINTENAN	52.99
01 R 110557	TNT ESTANCIA
438.00	SECOND QUARTER PREVENTION FY20
01/16/2020	ACTIVITIES TO INCLUDE: MONTHLY
	MEETINGS, WINTER BALL, AND FIELD
	TRIPS.

DWI DISTRIBUTION GRANT	438.00
01 R 110558	TOBY'S DOORS INC.
695.00	REPAIR ON DOOR IN SHOP
01/16/2020	INVOICE#5774

COUNTY ROAD DEPARTMENT	695.00
01 R 110559	TWO GUNZ CUSTOMZ & HYDROGRAPHICSD7
1204.99	TERRA TRAC T/G ALL SEASON
01/16/2020	COMMERCIAL TIRES
	265/70R17
	MOUNT AND BALANCE

INVOICE #	DATE	PO #	AMOUNT
401-21-2219	01/16/2020		948.37
401-10-2219	01/16/2020		36.38
401-91-2201	01/16/2020		50.00
401-65-2201	01/16/2020		52.99
605-03-2271	01/16/2020		438.00
402-60-2201	01/16/2020		695.00
413-91-2201			1000.00
413-91-2201			65.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	110560	USDA, APHIS WILDLIFE SERVICES	OIL CHANGE/INSPECT AND TOP OFF FLUIDS	413-91-2201		/		99.99
	12616.63		ROTATE TIRES	413-91-2201		/		34680
	01/16/2020		INVOICE#1661			/		34680

STATE FIRE ALLOTMENT 1204.99

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	110560	USDA, APHIS WILDLIFE SERVICES	PERSONNEL COMPENSATION PROGRAM	403-66-2278	5311620	01/16/2020		12616.63
	12616.63		SUPPORT INVOICE#300339454			/		
	01/16/2020					/		

PARM & RANGE 12616.63

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	110561	WAGON WHEEL TOWING	TENDER 4-1	409-91-2201	3811620	/		34428
	787.69		NT, CABIN AIR FILTER AND FUEL FILTER.	409-91-2201		/		34428
	01/16/2020			409-91-2201		/		34428
			MILEAGE	409-91-2201		/		34428
			PREMIUM AIR FILTER	409-91-2201		/		34428
			PREMIUM AIR FILTER	409-91-2201		/		34428
			PREMIUM CABIN AIR FILTER	409-91-2201		/		34428
			PREMIUM OIL FILTER	409-91-2201		/		34428
			PREMIUM FUEL FILTER	409-91-2201		/		34428
			PREMIUM FUEL FILTER	409-91-2201		/		34428
			DELO 15W40 DIESEL MOTOR OIL	409-91-2201		/		34428
			OIL/LUBE DIESEL INCLUDES CHASSIS	409-91-2201		/		34428
			LUBE, PREMIUM OIL/OIL FILTER	409-91-2201		/		34428
			HAZARDOUS WASTE FEE	409-91-2201		/		34428
			INVOICE#5850			/		2.01

STATE FIRE ALLOTMENT 787.69

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	110562	WAGON WHEEL TOWING	ENGINE 4-3	409-91-2201	3911620	/		34429
	704.71		HOOR LABOR R&R AIR CLEANER ELEMENT, CABIN AIR FILTER AND FUEL FILTER.	409-91-2201		/		34429
	01/16/2020			409-91-2201		/		34429
			MILEAGE	409-91-2201		/		34429
			PREMIUM AIR FILTER	409-91-2201		/		34429
			PREMIUM AIR FILTER	409-91-2201		/		34429
			PREMIUM CABIN AIR FILTER	409-91-2201		/		34429
			PREMIUM OIL FILTER	409-91-2201		/		34429
			PREMIUM FUEL FILTER	409-91-2201		/		34429
			OIL/LUBE DIESEL INCLUDES CHASSIS	409-91-2201		/		34429
			LUBE, PREMIUM OIL/OIL FILTER	409-91-2201		/		34429
			DELO 15W40 DIESEL MOTOR OIL	409-91-2201		/		34429
			PREMIUM OIL FILTER	409-91-2201		/		34429
			HAZARDOUS WASTE FEE	409-91-2201		/		34429
			SHOP SUPPLIES	409-91-2201		/		34429
			INVOICE #5991			/		1.82

STATE FIRE ALLOTMENT 704.71

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	110563	WAGON WHEEL TOWING	BRUSH 4-1	409-91-2201	4011620	/		34430
	240.82		HOOR LABOR R&R AIR CLEANER ELEMENT, CABIN AIR FILTER AND FUEL FILTER	409-91-2201		/		34430
	01/16/2020			409-91-2201		/		34430

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
STATE FIRE ALLOTMENT 240.82								
01 R	110564	WALLIN LAM FIRM, THE	PREMIUM CABIN AIR FILTER	409-91-2201	/	/	34430	50.00
	1652.62		PREMIUM FUEL FILTER	409-91-2201	/	/	34430	18.51
	01/16/2020		OIL/LUBE FLEET PREMIUM OIL & LUBE SERVICE	409-91-2201	/	/	34430	1.78
			HAZARDOUS WASTE FEE	409-91-2201	/	/	34430	1.50
			SHOP SUPPLIES	409-91-2201	/	/	34430	
			INVOICE#5992					
COUNTY COMMISSION 1652.62								
01 R	110565	WEST, KATHLEEN A.	GENERAL BUSINESS TAX INVOICE# 9132	401-05-2275	3011620	01/16/2020		1652.62
	300.00		QUARTERLY INSPECTION	401-82-2272	5411620	01/16/2020		300.00
	01/16/2020							
ANIMAL SERVICES 300.00								
01 R	110566	WILLARD, VILLAGE OF	MONTHLY CHARGES 11/25/19 - 12/23/19 WATER/SEWER ACCT# 310.01	418-91-2210	6511620	01/16/2020		56.18
	56.18							
	01/16/2020							
STATE FIRE ALLOTMENT 56.18								
01 R	110577	WITMER PUBLIC SAFETY GROUP	CMC MULE II LITTER WHEEL W/HANDLES	413-91-2248	811620	01/16/2020		1585.00
	2148.29		ESTIMATED SHIPPING	413-91-2248	/	/	34726	34726
	01/16/2020		INVOICE#1995766 ACCT#TORRCOU	405-91-2248	/	/	34726	172.55
			KOCHCK WHEEL CHOCKS, RUBBER, STANDARD SIZE	405-91-2248				
			ZICO AC-32 VERTICAL CHOCK HOLDER	405-91-2248				
			ZICO AC-32 VERTICAL CHOCK	405-91-2248				
			ESTIMATED SHIPPING	405-91-2248	/	/	34577	193.98
			ACCT#TORRCOU	405-91-2248	/	/	34577	95.18
				405-91-2248	/	/	34577	24.99
STATE FIRE ALLOTMENT 2148.29								
01 O	110602	ACOSTA, CARINA	RODEO 2019 POLES 7-10	412-53-2299	712320	01/23/2020		6.50
	6.50		RODEO PAYOUT					
	01/27/2020							
COUNTY FAIR 6.50								
01 O	110603	ACOSTA, MANUEL	RODEO 2019 BARRELS 0-6	412-53-2299	212320	01/23/2020		32.00
	32.00		POLES 0-6 FLAGS 0-6 RODEO PAYOUT					
	01/27/2020							
COUNTY FAIR 32.00								
01 R	110604	AIRGAS USA LLC	OXYGEN USP DA MED CGA 870	408-91-2230	3512320	01/23/2020		89.12
	89.12		DELIVERY FLAT FEE FUEL					
	01/27/2020		SURCHARGE FLAT AIRGAS HAZMAT CHARGE INVOICE#9096943650					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	110605	ALVYS, JOHN R	CONSULTING PHARMACY QUARTERLY	411-92-2271	3112320	01/23/2020		250.00
	01/27/2020		INSPECTION 01/16/2020 INVOICE#039087					
			1/4% FIRE EXCISE TAX					250.00
01 R	110606	BIDDLE CONSULTING GROUP, INC.	CRITICAL ANNUAL PRE-EMPLOYMENT	911-80-2228	2512320	01/23/2020		34554
	1595.00		SOFTWARE - UNLIMITED INVOICE#62930					1595.00
	01/27/2020							34554
			911-DISPATCH CENTER	1595.00				
01 O	110607	BNV MELLON - AS TRUSTEE: SPCAD	DECEMBER INMATE HOUSING	420-70-2172	3012320	01/23/2020		475.00
	475.00		INVOICE#TOR 12-2019					
	01/27/2020							
			ADULT INMATE CARE	475.00				
01 O	110608	BRASLER ASPHALT, INC.	BAGS OF ROAD PATCH	402-60-2254	2712320	01/23/2020		34700
	2100.00		COLD PATCH INVOICE#2756					2100.00
	01/27/2020							
			COUNTY ROAD DEPARTMENT	2100.00				
01 O	110609	CAIN, DALLIE VON	RODEO 2019 BREAKAWAY ROPING	412-53-2299	612320	01/23/2020		37.50
	37.50		11-14 POLES 11-14 FLAGS 11-14 GOATS 11-14 RODEO PAYOUT					
	01/27/2020							
			COUNTY FAIR	37.50				
01 O	110610	CAIN, MACKLER	RODEO 2019 BARRELS 7-10	412-53-2299	512320	01/23/2020		36.25
	36.25		POLES 7-10 GOATS 7-10 RODEO PAYOUT					
	01/27/2020							
			COUNTY FAIR	36.25				
01 O	110611	CATERPILLAR FINANCIAL SVCS	CORP CONTRACT 001-0768810-000	621-96-2613	912320	01/23/2020		794.48
	794.48		MONTH OF JANUARY 2020 ACCT#2480 INVOICE#20595288					
	01/27/2020							
			CAPITAL OUTLAY GROSS R	794.48				
01 R	110612	CENTRAL NM ELECTRIC COOP.	MONTHLY CHARGES 12/01/2019-	401-15-2208	1312320	01/23/2020		2149.60
	2155.78		01/01/2020 ACCT#404273000					2149.60
	01/27/2020		#404273700 COUNTY ADMIN					6.18
			ADMINISTRATIVE OFFICES	2155.78				
01 R	110613	CENTRAL NM ELECTRIC COOP.	MONTHLY CHARGES 12/01/2019-	401-16-2208	1412320	01/23/2020		2682.36
	2682.36		01/01/2020 ACCT#8880179001					
	01/27/2020		JUDICIAL					
			JUDICIAL COMPLEX MAINT	2682.36				
01 R	110614	CENTRAL NM ELECTRIC COOP.	VOTING MACHINE STORAGE MONTHLY	401-21-2308	1512320	01/23/2020		66.51
	66.51		CHARGES 12/01/2019-01/01/2020					
	01/27/2020		ACCT#8880529300					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R 110615	1452.67	CENTRAL NM ELECTRIC COOP.	MONTHLY CHARGES MORIARTY SENIOR CENTER 12/01/2019-01/01/2020	401-37-2208	1612320	01/23/2020		336.32
01/27/2020			ACCT#401421201					
			TC HEALTH DEPT ACCT#404492801	401-24-2208			/ /	282.81
			MFAIR SENIOR CENTER ACCT# 205707901	401-27-2208			/ /	516.08
			ESTANCIA SENIOR CENTER ACCT#8880109702	401-36-2208			/ /	317.46
MORIARTY SENIOR CENTER	336.32	HEALTH DEPT BLDG MAINT	282.81	MOUNTAINAIR SENIOR CEN	516.08			
ESTANCIA SENIOR CENTER	317.46							
01 R 110616	428.75	CENTRAL NM ELECTRIC COOP.	MONTHLY CHARGES 12/01/2019-01/01/2020	405-91-2208	1712320	01/23/2020		28.29
01/27/2020			ACCT#19103300					
			DIST 5 VPD					
			ACCT#191033200	405-91-2208			/ /	73.27
			ACCT#327.19	405-91-2208			/ /	327.19
STATE FIRE ALLOTMENT	428.75							
01 R 110617	292.33	CENTRAL NM ELECTRIC COOP.	MONTHLY CHARGES 12/01/2019-01/01/2020	401-82-2208	1812320	01/23/2020		292.33
01/27/2020			ACCT#8880084401					
			ANIMAL SERVICES					
ANIMAL SERVICES	292.33							
01 R 110618	1177.37	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC 12/01/2019-01/01/2020	408-91-2208	1912320	01/23/2020		25.25
01/27/2020			ACCT#8880074400					
			#19615100	408-91-2208			/ /	286.29
			#8880488700	408-91-2208			/ /	85.75
			DIST 6 VPD ACCT#207079301	418-91-2208			/ /	71.66
			FIRE ADMIN #8880270701	413-91-2208			/ /	211.38
			DIST 4 VPD ACCT#20554000	409-91-2208			/ /	77.36
			#8880282700	409-91-2208			/ /	109.23
			DIST 2 VPD ACCT#19770500	406-91-2208			/ /	108.14
			#8880099100	406-91-2208			/ /	41.24
			DIST 1 VPD ACCT#121036000	407-91-2208			/ /	36.36
			#8880105100	407-91-2208			/ /	30.75
			#8880625100	407-91-2208			/ /	93.96
STATE FIRE ALLOTMENT	1177.37							
01 R 110619	1165.05	CENTRAL NM ELECTRIC COOP.	MONTHLY CHARGES 12/01/2019-01/01/2020	911-80-2208	2012320	01/23/2020		156.55
01/27/2020			ACCT#8880281300					
			#19705500	911-80-2208			/ /	53.89
			#8880581500	911-80-2208			/ /	954.61
911-DISPATCH CENTER	1165.05							
01 R 110620	146.70	CENTRAL NM ELECTRIC COOP.	MONTHLY CHARGES 12/01/2019-01/01/2020	412-53-2208	2112320	01/23/2020		40.20
01/27/2020			ACCT#404536900					
			#404571500	412-53-2208			/ /	23.53
			#404572300	412-53-2208			/ /	35.91
			#404572300	412-53-2208			/ /	23.53

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	110621	CLEAN AND SIMPLE, CO.	TORRANCE COUNTY-CLEANING SERVICE	401-24-2220	3412320	01/23/2020		2168.16
	2333.64		FOR TCPO AUGUST-DECEMBER 2019					
	01/27/2020		TAX	401-24-2220		/ /		155.48
HEALTH DEPT BLDG MAINT 2333.64								
01 R	110622	GRAINGER, INC.	COUNCIL TOOL SHOVEL/PICK	413-91-2248	3612320	01/23/2020		34797
	384.16		COMBINATION TOOL			/ /		34797
	01/27/2020		SQUARE POINT SHOVEL 47.5" HANDLE	413-91-2248		/ /		69.55
			ROUND POINT SHOVEL 48" HANDLE	413-91-2248		/ /		34797
			INVOICE#9413653776/9413829186					74.10
			ACCT#818809576					
STATE FIRE ALLOTMENT 384.16								
01 R	110623	GUSTIN HARDWARE INC.	ELECTRICAL, PLUMBING, ROOFING,		2912320	/ /		34720
	20.99		& HARDWARE SUPPLIES FOR BUILDING	401-16-2215		/ /		34720
	01/27/2020		MAINTENANCE (OPEN PO FY20)					34720
			ACCT#125					20.99
JUDICIAL COMPLEX MAINT 20.99								
01 R	110624	HONSTEIN OIL CO.	12/04/2019 P2-3 FUEL	401-08-2202	2412320	01/23/2020		45.22
	153.75		12/12/2019 P2-3 FUEL	401-08-2202		/ /		59.36
	01/27/2020		12/4/2019 P2-1 FUEL	401-08-2202		/ /		22.26
			12/10/2019 P2-1 FUEL	401-08-2202		/ /		26.91
			INVOICE#222270 ACCT#3873					
PLANNING & ZONING 153.75								
01 O	110625	HORIZONS OF NEW MEXICO	PLANT BASED DOCUMENT DESTRUCTION	612-20-2203	2212320	01/23/2020		34032
	14.56		SHREDDING OF CONFIDENTIAL					14.56
	01/27/2020		DOCUMENTS INVOICE#SINVO21421					
COUNTY CLERK 14.56								
01 O	110626	JONES, ASHLYNN	RODEO 2019 BARRELS 11-14	412-53-2299	812320	01/23/2020		10.00
	10.00		RODEO PAYOUT					
	01/27/2020							
COUNTY FAIR 10.00								
01 O	110627	LAW ENFORCEMENT RISK MNGT	INTERNAL AFFAIRS, ADMINISTRATIVE	410-50-2266	3312320	01/23/2020		34636
	325.00		INVESTIGATIONS AND CITIZEN			/ /		34636
	01/27/2020		COMPLAINTS					34636
			UNDERSHERIFF CHRISTOPHER TYROLT					34636
			JANUARY 14-16, 2020					34636
			INVOICE#210518					34636
COUNTY SHERIFF 325.00								
01 R	110628	LEAF	HP DESIGNJET T3500PS COPIER	612-20-2203	1112320	01/23/2020		245.41
	490.82		ASSESSOR/RURAL ADDRESSING			/ /		245.41
	01/27/2020		HP DESIGNJET 3500PS COPIER			/ /		
			INVOICE#10224297 ACCT#100-					
			4624929-001					

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CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	110629	LESPEANCE, ISABEL	SECRETARY SERVICES NOV 15, 2019	412-53-2271	2312320	01/23/2020		450.00
	450.00		TO DEC 15, 2019 INVOICE #201					
01/27/2020								

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COUNTY FAIR								450.00
01 R	110630	MARLIN BUSINESS BANK	SCANPRO SCANNING SYSTEM CLERK	612-20-2203	1212320	01/23/2020		266.36
	266.36		INVOICE DATE 01/10/2020					
01/27/2020			INVOICE#17686678 ACCT#1489142					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COUNTY CLERK								266.36
01 O	110631	MELLOY CHEVROLET	VEHICLE REPAIR(S) AND OIL CHANGE	420-73-2201	2812320	01/23/2020		97.26
	97.26		EMERGENCY REPAIR - VEHICLE UNDER					
01/27/2020			WARRANTY PARTS/LABOR INVOICE#					
			CHGS90915					

COMMUNITY MONITORING 97.26

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	110632	NM LOCKING SYSTEMS	SWAP LEVER	401-50-2219	3212320	01/23/2020		40.00
	530.07		SCHLAGE EVEREST	401-50-2219				74.75
01/27/2020			REKEY CYLINDER	401-50-2219				47.80
			LSDA LEVER & INSTALL	401-50-2219				172.50
			DUP KEY RED	401-50-2219				47.50
			SERVICE CALL - ESTANCIA	401-50-2219				114.00
			& DISPATCH					
			NMGRT					
			INVOICE#5993					33.52

COUNTY SHERIFF 530.07

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	110633	RICH FORD SALES	MULTIPOINT INSPECTION	401-65-2201	2512320	01/23/2020		74.12
	74.12		THE WORKS PACKAGE					
01/27/2020			ROTATE TIRES					
			UNIT 124					
			ACCT#20278875/1					

OPERATIONS & MAINTENAN 74.12

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	110634	SEDILLO, SOPHIA	RODEO 2019 BARRELS 15-18	412-53-2299	112320	01/23/2020		37.50
	37.50		POLES 15-18 FLAGS 15-18					
01/27/2020			GOATS 15-18 RODEO PAYOUT					

COUNTY FAIR 37.50

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	110635	TALIQUE LAND GRANT	JANUARY 2020 LEASE TRANSFER	401-05-2204	1012320	01/23/2020		200.00
	200.00		STATION INVOICE#2020-01					
01/27/2020								

COUNTY COMMISSION 200.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	110636	TWO GUNZ CUSTOMZ & HYDROGRAPHICBD9	WINDOW REGULATOR RIGHT PASSENGER	413-91-2201	3712320			34697
	670.65		WINDOW REGULATOR LEFT REAR	413-91-2201				34697
01/27/2020			MASTER WINDOW SWITCH	413-91-2201				34697
			HOURS INSTALLATION	413-91-2201				34697
			INVOICE#1660					306.00

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DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01/30/2020		COPY MACHINE CONTRACT #500-50009152 INVOICE#66658372 ACCT#1329484					34750
01/30/2020	COUNTY TREASURER						34750

01 O 110647	DE LAGE LANDEN FINANCIAL SERVICE CONTRACT FOR		401-55-2203				
325.28				413020	01/29/2020		34751
01/30/2020		COPY MACHINE CONTRACT #25569230 INVOICE#66659738 ACCT#1341834					34751

01 O 110648	DE LAGE LANDEN FINANCIAL SERVICE CONTRACT FOR		401-30-2203				
231.36		TREASURER INVOICE#66658372 ACCT#1329484 JAN 2020 SITE# 4655969		513020	01/29/2020		34750
01/30/2020							231.36

01 O 110649	DE LAGE LANDEN FINANCIAL SERVICE CONTRACT FOR		610-40-2203				
360.29		COPY MACHINE CONTRACT #25569228 SITE#4650268 ACCT#1341834 JAN 2020		613020	01/29/2020		34747
01/30/2020							34747
							34747

01 O 110650	DIRECTV, LLC.		411-92-2271				
64.35		BUSINESS SELECT PACK JAN 2020 INVOICE#37113093238 ACCT#069212456		1713020	01/29/2020		64.35
01/30/2020							

01 R 110651	EMW GAS ASSOCIATION		412-53-2209				
48.56		DECEMBER GAS BILLING 2019 ACCT#10-4090-000 FAIR GROUNDS		1413020	01/29/2020		48.56
01/30/2020							

01 R 110652	GALLIS LLC		410-50-2222				
2640.00		PROTECH BALLISTIC ENTRY SHIELD W/ LIGHTS ESTIMATED SHIPPING INVOICE#014671425 ACCT#3736744		1513020	01/29/2020		34647
01/30/2020							34647
							2640.00

01 O 110653	HART'S TRUSTWORTHY HARDWARE		408-91-2215				
30.68		LUMBER, PLUMBING NEEDS, PAINT, ROLLERS/BRUSHES, CLEANING SUPPLIES, MISCELLANEOUS ITEMS NEEDED FOR BUILDING MAINT ANCE/REPAIR AND SAFETY EQUIPMENT JANUARY - MARCH 2020 INVOICE#B347876 ACCT#33		2513020	/ /		34717
01/30/2020							34717
							34717

STATE FIRE ALLOTMENT	30.68						
01 R 110654	HONSTEIN OIL CO.		401-50-2202				
		SHERIFF FUEL Z22267		1613020	01/29/2020		171.46

COUNTY SHERIFF 380.09
 01 R 110655 HONSTEIN OIL CO. VEHICLE FUEL INVOICE#CF51-188 401-82-2202
 01/30/2020 ACCT#2445/TCANTISHEL 2013020 01/29/2020 47.89

ANIMAL SERVICES 47.89
 01 O 110656 HORIZONS OF NEW MEXICO 48 BOXES PURGE/STANDARD BANKER 401-55-2271
 192.96 BOXES INVOICE#INW021523 713020 01/29/2020 34250
 01/30/2020 34250 192.96

FINANCE DEPARTMENT 192.96
 01 R 110657 INDEPENDENT DRUG TESTING DRUG TEST CONFIRMATION TAX 420-73-2271
 16.18 INVOICE#5075 113020 01/29/2020 16.18

COMMUNITY MONITORING 16.18
 01 O 110658 INDEPENDENT NEWS LLC PUBLIC NOTICE FOR 2020 P&Z BOARD 401-08-2221
 132.11 SCHEDULE 2113020 01/29/2020 34704
 01/30/2020 3 ED. RUN 34704
 12/31/19, 12/20/19, & 1/10/19 34704
 INVOICE#83817,83863,83992 34704

PLANNING & ZONING 132.11
 01 O 110659 JARAMILLO, LINDA TRAVEL TO SANTA FE NM RETURN 401-20-2266
 41.82 2020 ASSOCIATION OF COUNTIES 3213020 01/29/2020 41.82
 01/30/2020 WINTER CONFERENCE

COUNTY CLERK 41.82
 01 R 110660 JOHNSON, WAYNE A. TRAVEL TO SANTA FE NM 2020 401-10-2205
 430.02 NM LEGISLATIVE CONFERENCE 3313020 01/29/2020 430.02
 01/30/2020

COUNTY MANAGER 430.02
 01 O 110661 MASTER, TRACEY TRAVEL TO SANTA FE NM NM EDGE 605-03-2205
 540.00 CLASSES AND NMC CONFERENCE 3513020 01/29/2020 540.00
 01/30/2020

DWI DISTRIBUTION GRANT 540.00
 01 O 110662 MASTER, TRACEY TRAVEL TO ALBUQUERQUE NM YOUTH 605-03-2205
 200.00 MENTAL HEALTH FIRST AID 3913020 01/29/2020 200.00
 01/30/2020 FACILITATOR TRAINING

DWI DISTRIBUTION GRANT 200.00
 01 R 110663 NTS COMMUNICATIONS LONG DISTANCE FAXES DISPATCH 911-80-2207
 54.02 INVOICE DATE JAN 23, 2020 813020 01/29/2020 44.94
 01/30/2020 ACCT#85841014481
 LONG DISTANCE FAXES/CLERK 401-20-2207
 INVOICE DATE/TREASURER 401-30-2207

913020 01/29/2020 2.27
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CHK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
911-DISPATCH CENTER	44.94	COUNTY CLERK	2.27	COUNTY TREASURER	2.27			
COUNTY ASSESSOR	2.27	COUNTY SHERIFF	2.27					
01 R 110664	97.35	OLIVER, JEREMY	TRAVEL TO SANTA FE NM NM	401-55-2205	3613020	01/29/2020		97.35
01/30/2020			LEGISLATIVE CONFERENCE RETURN					
FINANCE DEPARTMENT 97.35								
01 R 110665	83.40	OLIVER, KRISTIN	TRAVEL TO SANTA FE NM 2020	401-10-2205	3413020	01/29/2020		83.40
01/30/2020			LEGISLATIVE CONFERENCE RETURN					
COUNTY MANAGER 83.40								
01 O 110666	118.66	ORKIN INC.	PC STANDARD SERVICE JUDICIAL	401-16-2203	1213020	01/29/2020		118.66
01/30/2020			JANUARY 2020 INVOICE#					
			193274797 ACCT#31550882					
JUDICIAL COMPLEX MAINT 118.66								
01 V 110667	120.42	OTERO, MARY T.	TRAVEL TO SANTA FE NM 2020 NM	401-20-2266	3713020	01/29/2020		120.42
01/30/2020			COUNTIES WINTER CONFERENCE					
			RETURN					
COUNTY CLERK 120.42								
01 O 110668	176.92	PLATEAU WIRELESS	LANDLINE CHARGES DURAN FIRE	407-91-2207	1013020	01/29/2020		176.92
01/30/2020			DEPT. #575-584-2244 ACCT#					
			2211365					
STATE FIRE ALLOTMENT 176.92								
01 O 110669	81.50	PRUDENTIAL OVERALL SUPPLY	MANS,WOPS, UNIFORMS FOR COUNTY	401-15-2203	3013020	01/29/2020		81.50
01/30/2020			ADMINISTRATION ACCT#6528480					
			MATS AND WOPS FOR JUDICIAL	401-16-2203				55.62
			COMPLEX INVOICE#450529425/					
			450529421					
ADMINISTRATIVE OFFICES 81.50 JUDICIAL COMPLEX MAINT 55.62								
01 O 110670	349.40	REDBURN TIRE CO.	12X16.5 E CAM SKS532	402-60-2244	1113020	01/29/2020		349.40
01/30/2020			REF POW34472 INVOICE#					
			1420000374					
COUNTY ROAD DEPARTMENT 349.40								
01 O 110671	91.00	RIVERA, J MARTIN	TRAVEL TO RUIDOSO NM	401-50-2205	309519	09/05/2019		91.00
01/30/2020			NMSA 2019 ANNUAL SOUTHERN					
			TRAINING CONFERENCE					
COUNTY SHERIFF 91.00								
01 R 110672	400.00	SANDIA OFFICE SUPPLY	RECEIPT PAPER, KLEENEX, TONER,	401-30-2219	1913020	01/29/2020		400.00
01/30/2020			AND CC PAPER	609-30-2219				247.97
			INVOICE#821691-01&812897-0					
			ACCT#TCNM					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	110673	SEDILLO, TRACY	TRAVEL TO SANTA FE NM RETURN	401-30-2205	2213020	01/29/2020		83.40
	01/30/2020		2020 LEGISLATIVE CONFERENCE					

COUNTY TREASURER								
01 O	110674	SOUND & SIGNAL SYSTEMS OF NM	AT JUDICIAL COMPLEX TROUBLESHOOT	401-16-2215	3113020	01/29/2020		175.80
	01/30/2020		SYSTEM CHECKED PHONE LINES, GOOD					
			RESET UDACP SEND AND VERIFIED					
			SIGNALS WITH MONITORING COMPANY					
			SYSTEM NORMAL, TRAVEL 1.5 GRT					
			INVOICE# SD3924 ACCT#19510					

JUDICIAL COMPLEX MAINT 175.80

01 R	110675	SOUTHWEST PROpane LLC	GALLONS PROpane FOR DISTRICT 2	406-91-2209	2613020	01/29/2020		507.50
	01/30/2020		SUB STATION 28 BRYANT RD					
			EDGEWOOD NM 87016 INVOICE#					
			32592 ACCT#01-03654					

STATE FIRE ALLOTMENT								
01 O	110676	STAPLES BUSINESS ADVANTAGE	TAPE, TISSUE, CALENDAR, GLUE	401-55-2219	1313020	01/29/2020		92.24
	01/30/2020		STICKS, TIMECLOCK INK, AND					
			COLOROX WIPES.					
			INVOICE#3436310102 ACCT#					
			DAL 70109685					

FINANCE DEPARTMENT								
01 O	110677	STAPLES BUSINESS ADVANTAGE	CANON WIRELESS PRESENTOR	413-91-2219	2913020	01/29/2020		105.58
	01/30/2020		CUSTOMIZED RETURN STAMPS FOR ALL					
			ACCT# DAL70109685 INVOICE#					
			3435781034					

STATE FIRE ALLOTMENT								
01 O	110678	STEINER, JOHN	EVALUATION CONTRACT JULY 2019 -	605-03-2272	1813020	01/29/2020		4449.59
	01/30/2020		DECEMBER 2019					
			7.875 GROSS RECEIPTS TAX					
			INVOICE#TC7-12-2019					

DWI DISTRIBUTION GRANT								
01 O	110713	AT & T MOBILITY LLC	MONTHLY CHARGES SHERIFF	401-50-2207	22420	02/04/2020		2338.30
	02/04/2020		JANUARY 2020 COMMISSION	401-05-2207				106.66
			LAWYER	401-56-2207				47.95
			OPS SAFETY	401-65-2207				55.63
			CPO	401-10-2207				55.63
			EMERGENCY MANAGEMENT	604-83-2207				111.26
			FIRE ADMIN	413-91-2207				387.11
			DIST 5 VPD	405-91-2207				98.37
			DIST 2 VPD	406-91-2207				98.37
			DIST 1 VPD	407-91-2207				55.63
			DIST 4 VPD	409-91-2207				55.63
			DIST 3 VPD	408-91-2207				98.37

CR# DATE Name Description Line Item Invoice # DATE PO # Amount

COUNTY SHERIFF 2338.30 COUNTY COMMISSION 106.66 ATTORNEY 47.95
 OPERATIONS & MAINTENAN 201.78 COUNTY MANAGER 264.74 COMMUNICATIONS/EWS TAX 111.26
 STATE FIRE ALLOTMENT 849.11 COUNTY ROAD DEPARTMENT 960.20 COUNTY CLERK 47.95
 PLANNING & ZONING 95.90 RURAL ADDRESSING 47.95 ANIMAL SERVICES 191.80
 911-DISPATCH CENTER 343.33 COMMUNITY MONITORING 47.95 DWI DISTRIBUTION GRANT 47.95
 WIND PILL 191.80 COUNTY TREASURER 186.76 COUNTY ASSESSOR 106.66
 FINANCE DEPARTMENT 56.70
 =====
 01 O 110714 BARELA, JANICE TRAVEL TO SANTA FE NM RETURN 401-30-2205 92420 02/04/2020 83.40
 83.40
 02/04/2020 2020 LEGISLATIVE CONFERENCE

COUNTY SHERIFF 263.17
 01 O 110715 DE LAGE LANDEN FINANCIAL SERVICE/CONTRACT SHERIFF COPIER JANUARY 401-50-2218 152420 02/04/2020 263.17
 263.17 2020 SITE #2418108 ACCT#25190566
 02/04/2020 INVOICE#66746447
 COUNTY SHERIFF 263.17
 01 O 110716 DJT AUTOMOTIVE DECEMBER 2019 VEHICLE 401-50-2201 72420 02/04/2020 34658
 1736.00 1736.00 MAINTENANCE OIL CHANGES, TIRE REPAIRS, MOUNT & BALANCE, AIR FILTER, OIL FILTERS, WIPERS, FLUIDS, TIRES, AND UNIT MAINTENANCE NEEDS. 34658
 02/04/2020 INVOICE#TCSO 34658 34658

COUNTY SHERIFF 1736.00
 01 O 110717 DJT AUTOMOTIVE WESTLAKE AT TIRES 401-50-2201 102420 02/04/2020 34766
 680.00 680.00 MOUNT AND BALANCE 401-50-2201 / / 34766
 02/04/2020 G95473 / 110845 34766
 INVOICE#TCSO 34766 34766

COUNTY SHERIFF 680.00
 01 O 110718 EYSWA TORRANCE COUNTY TIPPING FEES 419-05-2292 162420 02/04/2020 10514.52
 10514.52 10514.52 JANUARY 2020 INVOICE#2684 ACCT#720970000547

COUNTY COMMISSION 10514.52

01 0 110/19

GARDNER, LISA MICHELLE

TRAVEL TO SANTA FE NW RETURN

401-30-2205

82420 02/04/2020

85.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
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01 O	110720	GASTELUM, ROBE	TRAVEL TO SANTA FE NM RETURN	675-07-2205	32420	02/04/2020		85.00
02/04/2020			NM COUNTIES LEGISLATIVE WINTER CONFERENCE					

COUNTY TREASURER								85.00
RURAL ADDRESSING								85.00

01 O	110721	LOBO INTERNET SERVICES LTD	TORRANCE COUNTY FIRE INTERNET	408-91-2207	112420	02/04/2020		156.15
02/04/2020			DIST 3 VPD					
			DIST 4 VPD	409-91-2207		/		81.15
			DIST 5 VPD	405-91-2207		/		81.15
			DIST 2 VPD	406-91-2207		/		76.15
			FIRE ADMIN INVOICE#N10926-2	413-91-2207		/		36.15
			ACCT#10926/138W					

STATE FIRE ALLOTMENT								430.75
01 O	110722	LOBO INTERNET SERVICES LTD	ANIMAL SERVICES INTERNET SERVICES JANUARY 2020 INVOICE	401-82-2207	122420	02/04/2020		48.46
02/04/2020			#N-12084-2 ACCT#12084					

ANIMAL SERVICES								48.46
01 O	110723	NM COUNTY INSURANCE AUTHORITY	MULTI-LINE POOL CONTRIBUTION FOR THE PERIOD JAN 1 TO DEC 31	401-05-2212	42420	02/04/2020		201447.00
02/04/2020			2020 INVOICE#MP0101063					

COUNTY COMMISSION								201447.00
01 O	110724	NM COUNTY INSURANCE AUTHORITY	MULTI-LINE POOL CONTRIBUTION FOR THE PERIOD JAN 1 TO DEC 31	401-50-2212	52420	02/04/2020		154521.00
02/04/2020			2020 INVOICE#LE000858					

COUNTY SHERIFF								154521.00
01 O	110725	OTERO, MARY YVONNE	TRAVEL TO SANTA FE NM 2020 NM COUNTIES WINTER CONFERENCE RETURN	401-20-2266	3713020	01/29/2020		120.42
02/04/2020								

COUNTY CLERK								120.42
01 O	110726	PRESBYTERIAN MEDICAL SERVICES	MPHC RPHCA FY2020 FOR DECEMBER 1-31, 2019 DAILY OPERATIONS FOR	616-18-2272	62420	02/04/2020		7502.00
02/04/2020			INVOICE 122019					

RPHCA GRANT FY20								7502.00
01 O	110727	SOUND & SIGNAL SYSTEMS OF NM	INCONNECT MONITORS TO NVR WITH HDMI CABLE & HANMHA DECODER TO CONNECT VAULT DISPLAY	620-94-2215	142420	02/04/2020		34402
02/04/2020			INVOICE#69186 ACCT#19510					34402

INFRASTRUCTURE GROSS R 1423.27

CK# DATE Name Description Line Item Invoice # DATE PO # Amount

02/04/2020 FIRE ADMIN 413-91-2202 / / 709.26
 DIST 2 VFD 406-91-2202 / / 108.40
 DIST 3 VFD 408-91-2202 / / 249.92
 DIST 4 VFD 409-91-2202 / / 49.00
 DIST 5 VFD 405-91-2202 / / 597.14
 DIST 6 VFD 418-91-2202 / / 109.09
 ELECTRONIC MONITORING 420-73-2202 / / 74.74
 SHERIFF 401-50-2202 / / 7575.22
 TRANSPORT 420-74-2201 / / 1437.67
 12/17/19-1/13/2020 DWI 605-03-2202 / / 44.45
 CARMASH 1/7/2020 PZ 401-08-2201 / / 26.00
 ANIMAL SERVICES 401-82-2202 / / 261.72
 OPS AND MAINTENANCE 401-65-2202 / / 175.09
 TREASURER 401-30-2202 / / 20.00
 ACCT#56963455537891
 STATEMENT DATE 1/15/2020

01 0 110729 WRIGHT, COURTNEY RODEO 2019 PAYOUT BARRELS 15-18 412-53-2299 132420 02/04/2020 5.00
 5.00
 02/04/2020

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COUNTY ASSESSOR 168.50 COMMUNICATIONS/EMS TAX 199.58 STATE FIRE ALLOTMENT 1822.81
 COMMUNITY MONITORING 74.74 COUNTY SHERIFF 7575.22 TRANSPORTATION OF PRIS 1437.67
 DWI DISTRIBUTION GRANT 44.45 PLANNING & ZONING 26.00 ANIMAL SERVICES 261.72
 OPERATIONS & MAINTENANCE 175.09 COUNTY TREASURER 20.00
 =====

COUNTY FAIR 5.00
 =====

299 3232620.32 / / TOTAL 1209.54 VOIDS

** GRAND TOTAL **		3,232,654.17	.00
**TOTAL	** ERROR	33.85	.00
**TOTAL	GENERAL FUND	513,384.28	.00
**DEPT	COUNTY COMMISSION	252,617.92	.00
401-05-2204	RENT OF LAND/BUILDINGS	200.00	.00
401-05-2207	TELECOMMUNICATIONS	357.97	.00
401-05-2212	OTHER INSURANCE PREMIUMS-PROP/LI	203,947.00	.00
401-05-2219	SUPPLIES - GENERAL OFFICE	27.33	.00
401-05-2243	CONTRACT - KXNM COMMUNITY FOUNDA	1,250.00	.00
401-05-2261	CONTRACT - EXTENSION OFFICE	45,183.00	.00
401-05-2275	CONTRACT - ATTORNEY FEES	1,652.62	.00
**DEPT	PLANNING & ZONING	1,476.79	.00
401-08-2201	MAINTENANCE & REPAIRS - VEHICLES	26.00	.00
401-08-2202	SUPPLIES - VEHICLE FUEL	296.21	.00
401-08-2203	CONTRACTS - EQUIPMENT MAINT	336.32	.00
401-08-2205	TRAVEL - EMPLOYEES	244.00	.00
401-08-2207	TELECOMMUNICATIONS	182.15	.00
401-08-2221	PRINTING/PUBLISHING/ADVERTISING	132.11	.00
401-08-2266	EMPLOYER TRAINING	225.00	.00
401-08-2269	SUBSCRIPTIONS & DUES	35.00	.00
**DEPT	COUNTY MANAGER	12,676.03	.00
401-10-2201	MAINTENANCE & REPAIRS - VEHICLES	19.38	.00
401-10-2203	CONTRACTS - EQUIPMENT MAINT	93.98	.00
401-10-2205	TRAVEL - EMPLOYEES	1,272.02	.00
401-10-2206	POSTAGE	1,044.99	.00
401-10-2207	TELECOMMUNICATIONS	965.81	.00
401-10-2219	SUPPLIES - GENERAL OFFICE	124.38	.00
401-10-2221	PRINTING/PUBLISHING/ADVERTISING	127.23	.00
401-10-2266	EMPLOYEE TRAINING	50.00	.00
401-10-2271	CONTRACT - OTHER SERVICES	6,278.24	.00
401-10-2272	CONTRACT - PROFESSIONAL SERVICES	2,700.00	.00
**DEPT	ADMINISTRATIVE OFFICES MAINTENAN	5,029.34	.00
401-15-2203	CONTRACTS - EQUIPMENT MAINT	987.94	.00
401-15-2208	UTILITIES - ELECTRICITY	2,155.78	.00
401-15-2209	UTILITIES - NATURAL GAS/PROPANE	1,156.03	.00
401-15-2215	MAINTENANCE & REPAIRS-BUILD/STRU	571.59	.00
401-15-2237	CONTRACTS - CLEANING SERVICE	158.00	.00
**DEPT	JUDICIAL COMPLEX MAINTENANCE	5,752.80	.00
401-16-2203	CONTRACTS - EQUIPMENT MAINT	793.52	.00
401-16-2207	TELECOMMUNICATIONS	103.71	.00
401-16-2208	UTILITIES - ELECTRICITY	2,682.36	.00
401-16-2209	UTILITIES - NATURAL GAS/PROPANE	1,188.50	.00
401-16-2215	UTILITIES - WATER	240.33	.00
401-16-2216	MAINTENANCE & REPAIRS-BUILD/STRU	520.62	.00
401-16-2229	SUPPLIES - PAPER	65.76	.00
401-16-2237	CONTRACTS - CLEANING SERVICE	158.00	.00
**DEPT	COUNTY CLERK	1,289.14	.00
401-20-2101	SALARIES - ELECTED OFFICIALS	30.00	.00
401-20-2102	SALARIES - FULL-TIME POSITIONS	140.00	.00
401-20-2207	TELECOMMUNICATIONS	307.94	.00

**DEPT

ELECTIONS

1,399.84

.00

	DEBITS	CREDITS	
401-21-2219	SUPPLIES - GENERAL OFFICE	1,333.33	.00
401-21-2308	VOTING MACHINE STORAGE	66.51	.00
**DEPT	MOUNTAINAIR HEALTH CLINIC MAINT	49.83	.00
401-23-2215	MAINTENANCE & REPAIRS-BUILD/STRU	49.83	.00
**DEPT	HEALTH DEPT BLDG MAINTENANCE	3,456.06	.00
401-24-2208	UTILITIES - ELECTRICITY	282.81	.00
401-24-2209	UTILITIES - NATURAL GAS/PROPANE	650.76	.00
401-24-2210	UTILITIES - WATER	188.85	.00
401-24-2220	SUPPLIES - CLEANING	2,333.64	.00
**DEPT	MOUNTAINAIR SENIOR CENTER MAINT	1,334.06	.00
401-27-2207	TELECOMMUNICATIONS	54.57	.00
401-27-2208	UTILITIES - ELECTRICITY	516.08	.00
401-27-2210	UTILITIES - WATER	113.57	.00
401-27-2215	MAINTENANCE & REPAIRS-BUILD/STRU	649.84	.00
**DEPT	COUNTY TREASURER	3,333.83	.00
401-30-2101	SALARIES - ELECTED OFFICIALS	100.00	.00
401-30-2102	SALARIES - FULL-TIME POSITIONS	300.00	.00
401-30-2202	SUPPLIES - VEHICLE FUEL	100.00	.00
401-30-2203	CONTRACTS - EQUIPMENT MAINT	597.67	.00
401-30-2205	TRAVEL - EMPLOYEES	1,259.00	.00
401-30-2207	TELECOMMUNICATIONS	476.96	.00
401-30-2219	SUPPLIES - GENERAL OFFICE	420.19	.00
401-30-2221	PRINTING/PUBLISHING/ADVERTISING	80.01	.00
**DEPT	ESTANCIA SENIOR CENTER MAINT	1,095.60	.00
401-36-2207	TELECOMMUNICATIONS	243.55	.00
401-36-2208	UTILITIES - ELECTRICITY	317.46	.00
401-36-2209	UTILITIES - NATURAL GAS/PROPANE	217.87	.00
401-36-2215	MAINTENANCE & REPAIRS-BUILD/STRU	316.72	.00
**DEPT	MORLARTY SENIOR CENTER MAINT	774.62	.00
401-37-2207	TELECOMMUNICATIONS	157.87	.00
401-37-2208	UTILITIES - ELECTRICITY	336.32	.00
401-37-2209	UTILITIES - NATURAL GAS/PROPANE	230.60	.00
401-37-2215	MAINTENANCE & REPAIRS-BUILD/STRU	49.83	.00
**DEPT	COUNTY ASSESSOR	119.97	.00
401-40-2102	SALARIES - FULL-TIME POSITIONS	59.77	.00
401-40-2207	TELECOMMUNICATIONS	60.20	.00
**DEPT	COUNTY SHERIFF	179,686.31	.00
401-50-2201	MAINTENANCE & REPAIRS - VEHICLES	2,416.00	.00
401-50-2202	SUPPLIES - VEHICLE FUEL	14,942.45	.00
401-50-2203	CONTRACTS - EQUIPMENT MAINT	26.97	.00
401-50-2205	TRAVEL - EMPLOYEES	91.00	.00
401-50-2207	TELECOMMUNICATIONS	5,042.20	.00
401-50-2212	OTHER INSURANCE PREMIUMS-PROP/LI	154,521.00	.00
401-50-2218	MAINTENANCE & REPAIR-FURN/FIX/EQ	526.34	.00
401-50-2219	SUPPLIES - GENERAL OFFICE	530.07	.00
401-50-2236	SUPPLIES - UNIFORMS	1,590.28	.00
**DEPT	FINANCE DEPARTMENT	1,897.03	.00
401-55-2102	SALARIES - FULL-TIME POSITIONS	75.00	.00
401-55-2203	CONTRACTS - EQUIPMENT MAINT	347.60	.00
401-55-2205	TRAVEL - EMPLOYEES	486.79	.00

SUPPLIES - GENERAL OFFICE

339.82

.00

		DEBITS	CREDITS
401-55-2266	EMPLOYEE TRAINING	283.16	.00
401-55-2271	CONTRACT - OTHER SERVICES	192.96	.00
=====			
**DEPT	ATTORNEY	277.85	.00
401-56-2207	TELECOMMUNICATIONS	96.35	.00
401-56-2259	SUBSCRIPTIONS & DUES	181.50	.00
=====			
**DEPT	OPERATIONS & MAINTENANCE	36,998.87	.00
401-65-2102	SALARIES - FULL-TIME POSITIONS	50.55	.00
401-65-2201	MAINTENANCE & REPAIRS - VEHICLES	441.05	.00
401-65-2202	SUPPLIES - VEHICLE FUEL	483.10	.00
401-65-2203	CONTRACTS - EQUIPMENT MAINT	355.03	.00
401-65-2205	TRAVEL - EMPLOYEES	333.60	.00
401-65-2207	TELECOMMUNICATIONS	344.13	.00
401-65-2213	CONTRACT - IT SERVICES	34,720.19	.00
401-65-2248	SUPPLIES - SAFETY	271.22	.00
=====			
**DEPT	ANIMAL SERVICES	3,690.51	.00
401-82-2102	SALARIES - FULL-TIME POSITIONS	30.00	.00
401-82-2115	SUPPLIES - PHARMACY	218.22	.00
401-82-2202	SUPPLIES - VEHICLE FUEL	695.33	.00
401-82-2207	TELECOMMUNICATIONS	547.11	.00
401-82-2208	UTILITIES - ELECTRICITY	292.33	.00
401-82-2209	UTILITIES - NATURAL GAS/PROPANE	306.97	.00
401-82-2210	UTILITIES - WATER	120.07	.00
401-82-2219	SUPPLIES - GENERAL OFFICE	831.82	.00
401-82-2223	SUPPLIES - KENNEL	189.00	.00
401-82-2271	CONTRACT - OTHER SERVICES	159.66	.00
401-82-2272	CONTRACT - PROFESSIONAL SERVICES	300.00	.00
=====			
**DEPT	PROBATE JUDGE	427.88	.00
401-90-2205	TRAVEL - EMPLOYEES	265.68	.00
401-90-2207	TELECOMMUNICATIONS	28.75	.00
401-90-2219	SUPPLIES - GENERAL OFFICE	133.45	.00
=====			
**TOTAL	ROAD FUND	20,594.87	.00
=====			
**DEPT	COUNTY ROAD DEPARTMENT	18,979.56	.00
402-60-2102	SALARIES - FULL-TIME POSITIONS	275.00	.00
402-60-2201	MAINTENANCE & REPAIRS - VEHICLES	1,348.28	.00
402-60-2203	CONTRACTS - EQUIPMENT MAINT	563.02	.00
402-60-2205	TRAVEL - EMPLOYEES	225.60	.00
402-60-2207	TELECOMMUNICATIONS	1,118.09	.00
402-60-2236	SUPPLIES - UNIFORMS	1,224.60	.00
402-60-2244	MAINTENANCE & REPAIRS-MACHINERY	11,278.17	.00
402-60-2254	ROADWAYS/BRIDGES	2,100.00	.00
402-60-2272	CONTRACT - PROFESSIONAL SERVICES	846.80	.00
=====			
**DEPT	COUNTY ROAD SHOP	1,615.31	.00
402-61-2102	SALARIES - FULL-TIME POSITIONS	15.00	.00
402-61-2209	UTILITIES - NATURAL GAS/PROPANE	752.67	.00
402-61-2210	UTILITIES - WATER	367.78	.00
402-61-2250	SUPPLIES - SHOP	479.86	.00
=====			
**TOTAL	FARM & RANGE	12,616.63	.00
=====			
**DEPT	FARM & RANGE	12,616.63	.00
403-66-2278	CONTRACT - ANIMAL DAMAGE CONTROL	12,616.63	.00
=====			

*DEPT

STATE TREE ALLOTMENT

4,653.66

.00

	DEBITS	CREDITS
405-91-2202	SUPPLIES - VEHICLE FUEL	1,157.19
405-91-2207	TELECOMMUNICATIONS	655.33
405-91-2208	UTILITIES - ELECTRICITY	428.75
405-91-2209	UTILITIES - NATURAL GAS/PROPANE	470.53
405-91-2210	UTILITIES - WATER	436.10
405-91-2230	SUPPLIES - MEDICAL	144.82
405-91-2248	SUPPLIES - SAFETY	1,360.94
**TOTAL	DISTRICT 2 VPD	2,903.76
**DEPT	STATE FIRE ALLOTMENT	2,903.76
406-91-2202	SUPPLIES - VEHICLE FUEL	305.88
406-91-2207	TELECOMMUNICATIONS	274.06
406-91-2208	UTILITIES - ELECTRICITY	149.38
406-91-2209	UTILITIES - NATURAL GAS/PROPANE	1,301.04
406-91-2210	UTILITIES - WATER	106.68
406-91-2230	SUPPLIES - MEDICAL	119.92
406-91-2248	SUPPLIES - SAFETY	646.80
**TOTAL	DISTRICT 1 VPD	4,821.72
**DEPT	STATE FIRE ALLOTMENT	4,821.72
407-91-2202	SUPPLIES - VEHICLE FUEL	230.22
407-91-2207	TELECOMMUNICATIONS	301.02
407-91-2208	UTILITIES - ELECTRICITY	161.07
407-91-2209	UTILITIES - NATURAL GAS/PROPANE	2,196.01
407-91-2248	SUPPLIES - SAFETY	1,933.40
**TOTAL	DISTRICT 3 VPD	5,341.08
**DEPT	STATE FIRE ALLOTMENT	5,341.08
408-91-2201	MAINTENANCE & REPAIRS - VEHICLES	1,599.23
408-91-2202	SUPPLIES - VEHICLE FUEL	536.58
408-91-2207	TELECOMMUNICATIONS	361.58
408-91-2208	UTILITIES - ELECTRICITY	397.29
408-91-2209	UTILITIES - NATURAL GAS/PROPANE	618.54
408-91-2210	UTILITIES - WATER	455.24
408-91-2215	MAINTENANCE & REPAIRS-BUILD/STRU	30.68
408-91-2220	SUPPLIES - CLEANING	120.41
408-91-2230	SUPPLIES - MEDICAL	251.33
408-91-2248	SUPPLIES - SAFETY	970.20
**TOTAL	DISTRICT 4 VPD	5,008.45
**DEPT	STATE FIRE ALLOTMENT	5,008.45
409-91-2201	MAINTENANCE & REPAIRS - VEHICLES	1,733.22
409-91-2202	SUPPLIES - VEHICLE FUEL	312.91
409-91-2207	TELECOMMUNICATIONS	193.58
409-91-2208	UTILITIES - ELECTRICITY	186.59
409-91-2209	UTILITIES - NATURAL GAS/PROPANE	1,163.75
409-91-2215	MAINTENANCE & REPAIRS-BUILD/STRU	1,095.00
409-91-2248	SUPPLIES - SAFETY	323.40
**TOTAL	L.E. PROTECTION FUND	3,153.88
**DEPT	COUNTY SHERIFF	3,153.88
410-50-2222	SUPPLIES - FIELD	2,828.88
410-50-2266	EMPLOYEE TRAINING	325.00

*DEPT

1/4% FIRE EXCISE TAX

28,298.37

.00

	DEBITS	CREDITS
411-92-2218	8,653.42	.00
411-92-2219	468.58	.00
411-92-2230	18,797.68	.00
411-92-2271	378.69	.00
===== **TOTAL	987.83	.00

**DEPT	987.83	.00
412-53-2208	146.70	.00
412-53-2209	48.56	.00
412-53-2210	156.32	.00
412-53-2271	450.00	.00
412-53-2299	186.25	.00
===== **TOTAL	13,977.06	.00

**DEPT	13,977.06	.00
413-91-2201	13,977.06	.00
413-91-2202	2,638.78	.00
413-91-2207	1,605.35	.00
413-91-2208	2,329.81	.00
413-91-2209	211.38	.00
413-91-2210	369.83	.00
413-91-2219	119.24	.00
413-91-2220	1,493.99	.00
413-91-2221	170.93	.00
413-91-2224	840.00	.00
413-91-2248	3,207.78	.00
413-91-2266	505.62	.00
413-91-2271	484.35	.00
===== **TOTAL	1,586.38	.00

**DEPT	1,586.38	.00
415-33-2346	1,586.38	.00
415-33-2347	875.46	.00
415-33-2349	355.46	.00
===== **TOTAL	355.46	.00

**DEPT	1,962.36	.00
418-91-2202	1,962.36	.00
418-91-2207	109.09	.00
418-91-2208	112.43	.00
418-91-2209	71.66	.00
418-91-2210	126.02	.00
418-91-2215	56.18	.00
418-91-2248	1,162.00	.00
===== **TOTAL	324.98	.00

**DEPT	22,007.55	.00
419-05-2292	22,007.55	.00
===== **TOTAL	22,007.55	.00

**DEPT	195,748.96	.00
420-70-2172	143,155.79	.00
420-70-2207	142,876.74	.00
===== **TOTAL	279.05	.00

	DEBITS	CREDITS
420-73-2202	145.51	.00
420-73-2207	76.70	.00
420-73-2218	1,103.84	.00
420-73-2271	16.18	.00
**DEPT		
420-74-2201	51,153.68	.00
420-74-2202	1,437.67	.00
420-74-2236	1,552.59	.00
420-74-2617	284.99	.00
420-74-2618	36,401.00	.00
**TOTAL	11,477.43	.00
**DEPT		
600-06-2248	1,020.49	.00
600-06-2266	845.49	.00
**TOTAL	1,75.00	.00
**DEPT		
604-83-2201	961.96	.00
604-83-2202	374.73	.00
604-83-2207	333.62	.00
**TOTAL	253.61	.00
**DEPT		
605-02-2202	372.62	.00
605-02-2282	72.62	.00
**TOTAL	300.00	.00
**DEPT		
605-03-2202	6,286.78	.00
605-03-2205	44.45	.00
605-03-2207	740.00	.00
605-03-2221	47.95	.00
605-03-2271	216.38	.00
605-03-2272	438.00	.00
**TOTAL	4,800.00	.00
**DEPT		
606-35-2257	88.90	.00
**TOTAL	88.90	.00
**DEPT		
607-35-2618	2,000.00	.00
**TOTAL	2,000.00	.00
**DEPT		
609-30-2219	827.39	.00
**TOTAL	827.39	.00
**DEPT		
610-40-2102	2,912.25	.00
610-40-2114	75.00	.00
**TOTAL	2,987.25	.00

SUPPLIES - VEHICLE FUEL
TELECOMMUNICATIONS
MAINTENANCE & REPAIR-FURN/FIX/EQ
CONTRACT - OTHER SERVICES
TRANSPORTATION OF PRISONERS
MAINTENANCE & REPAIRS - VEHICLES
SUPPLIES - VEHICLE FUEL
SUPPLIES - UNIFORMS
CO - EQUIPMENT & MACHINERY
CO - VEHICLES
SAFETY PROGRAM
RISK MANAGEMENT
SUPPLIES - SAFETY
EMPLOYEE TRAINING
CIVIL DEFENSE FUND
COMMUNICATIONS/EMS TAX
MAINTENANCE & REPAIRS - VEHICLES
SUPPLIES - VEHICLE FUEL
TELECOMMUNICATIONS
DWI PROGRAM FUND
DWI LOCAL GRANT FY20
SUPPLIES - VEHICLE FUEL
CONTRACT - TREATMENT
DWI DISTRIBUTION GRANT FY20
SUPPLIES - VEHICLE FUEL
TRAVEL - EMPLOYEES
TELECOMMUNICATIONS
PRINTING/PUBLISHING/ADVERTISING
CONTRACT - OTHER SERVICES
CONTRACT - PROFESSIONAL SERVICES
DWI SCHOOL
DWI PROGRAM
SUPPLIES - OUTREACH MATERIALS
DWI SMART CHOICE
DWI PROGRAM
CO - VEHICLES
TREASURER'S FEE
COUNTY TREASURER
SUPPLIES - GENERAL OFFICE
PROPERTY VALUATION FUND
COUNTY ASSESSOR
SALARIES - FULL-TIME POSITIONS
SALARIES - OTHER COMPENSATION

	DEBITS	CREDITS	
610-40-2205	TRAVEL - EMPLOYEES	340.00	.00
610-40-2207	TELECOMMUNICATIONS	451.66	.00
610-40-2218	MAINTENANCE & REPAIR-FURN/FIX/EO	954.14	.00
610-40-2219	SUPPLIES - GENERAL OFFICE	17.34	.00
610-40-2266	EMPLOYEE TRAINING	450.00	.00
===== **TOTAL	CLERK'S EQUIPMENT FUND	1,312.13	.00
===== **DEPT	COUNTY CLERK	1,312.13	.00
612-20-2203	CONTRACTS - EQUIPMENT MAINT	1,140.14	.00
612-20-2308	VOTING MACHINE STORAGE	171.99	.00
===== **TOTAL	RPHCA GRANT	44,510.00	.00
===== **DEPT	RPHCA GRANT FY20	44,510.00	.00
616-18-2272	CONTRACT - PROFESSIONAL SERVICES	44,510.00	.00
===== **TOTAL	COUNTY INFRASTRUCTURE GR	1,423.27	.00
===== **DEPT	INFRASTRUCTURE GROSS RECEIPTS TX	1,423.27	.00
620-94-2215	MAINTENANCE & REPAIRS-BUILD/STRU	1,423.27	.00
===== **TOTAL	CAPITAL OUTLAY GROSS RECEIPTS TX	3,794.48	.00
===== **DEPT	CAPITAL OUTLAY GROSS RECEIPTS TX	3,794.48	.00
621-96-2611	CO - BUILDINGS & IMPROVEMENTS	3,000.00	.00
621-96-2613	CO-ROAD CONSTRUCTION/RECONSTRUCT	794.48	.00
===== **TOTAL	SENIOR CITIZEN'S FUND	833.33	.00
===== **DEPT	SENIOR CITIZEN'S PROGRAM	833.33	.00
631-57-2271	CONTRACT - OTHER SERVICES	833.33	.00
===== **TOTAL	JUVENILE JUSTICE GRANT	1,453.78	.00
===== **DEPT	WIND PILL	103.78	.00
635-09-2271	CONTRACT - OTHER SERVICES	103.78	.00
===== **DEPT	CYPD JUVENILE JUSTICE GRANT FY20	1,350.00	.00
635-68-2272	CONTRACT - PROFESSIONAL SERVICES	1,350.00	.00
===== **TOTAL	HIGH LONESOME WIND PILL	225,703.91	.00
===== **DEPT	WIND PILL	225,703.91	.00
641-09-2410	HIGH LONESOME WIND FARM PILOT	187,100.28	.00
641-09-2618	CC - VEHICLES	38,603.63	.00
===== **TOTAL	INVESTMENT INTEREST	297.29	.00
===== **DEPT	COUNTY COMMISSION	297.29	.00
642-05-2296	BANK FEES & RELATED CHARGES	297.29	.00
===== **TOTAL	RURAL ADDRESSING	972.11	.00
===== **DEPT	RURAL ADDRESSING	972.11	.00
675-07-2203	RURAL ADDRESSING	1,005.96	.00
675-07-2205	CONTRACTS - EQUIPMENT MAINT	245.41	.00
675-07-2207	TRAVEL - EMPLOYEES	425.00	.00
675-07-2266	TELECOMMUNICATIONS	76.70	.00
	EMPLOYEE TRAINING	225.00	.00

DEBITS CREDITS

**DEPT
 690-09-2202 WIND PILOT 229.18
 690-09-2203 SUPPLIES - VEHICLE FUEL 21.00
 690-09-2207 CONTRACTS - EQUIPMENT MAINT 16.38
 TELECOMMUNICATIONS 191.80
 **TOTAL 409.36

**DEPT
 825-70-2172 ADULT INMATE CARE 2,095,895.87
 CARE OF INMATES 2,095,895.87
 **TOTAL 4,191,791.74

**DEPT
 911-80-2202 911-DISPATCH CENTER 4,643.89
 911-80-2203 SUPPLIES - VEHICLE FUEL 45.67
 911-80-2207 CONTRACTS - EQUIPMENT MAINT 242.71
 911-80-2208 TELECOMMUNICATIONS 1,266.15
 911-80-2209 UTILITIES - ELECTRICITY 1,165.05
 911-80-2215 UTILITIES - NATURAL GAS/PROPANE 132.63
 911-80-2228 MAINTENANCE & REPAIRS-BUILD/STRU 196.68
 SOFTWARE 1,595.00

BANK01 US BANK 3,232,620.32
 ** BANK TOTALS ** 3,232,620.32

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Agenda Item
No. 9-B



Torrance County Board of Commissioners

Meeting 2/12/2020

Department: Manager
Prepared By: Wayne Johnson

Title: Appointment of the New Mexico County Insurance Authority Board of Directors Voting Member and Alternate

Sponsor:

County Manager

Action:

Motion to approve the appointment of County Manager Wayne Johnson as the Torrance County voting member to the NM Counties Insurance Authority (NMCIA) and Nick Sedillo as the Alternate.

Summary:

NMC and New Mexico counties collaborated and founded the Workers' Compensation Fund in 1987 and the Multi-Line Pool in 1989. The pools were formed to provide affordable coverage for counties when it was difficult and sometimes impossible for counties to obtain commercial insurance. The Law Enforcement Pool was formed in 1995 to provide liability coverage for sheriff departments and detention centers when State Risk Management decided to no longer provide coverage.

As a member of NMCIA, Torrance County has a voting member and an alternate who serve on the board.

Staff Recommendation:

Approval



*Agenda Item
No. 10*



*Agenda Item
No. 11-A*

TORRANCE COUNTY RESOLUTION# 2020-

Budget Increase

WHEREAS, the Torrance County Commission in regular session on Wednesday, February 12th 2020 did propose to authorize botha budget increase in the FY 2019-20 Budget and Changing Fund 641 Name from High Lonesome Wind PILT Fund to IRB PILT Fund and

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

WHEREAS, we request authorization for the following budget increase: *(See Schedule A)*

NOW THEREFORE BE IT RESOLVED, we respectfully request approval for the attached budget increase in the FY 2019-20 budget from Department of Finance and Administration .

DONE at Estancia, New Mexico
Torrance County this 12th day of
February 2020 .

Torrance County Board of Commissioners

Attest:

Kevin McCall, District 1

Linda Jaramillo
Torrance County Clerk

Ryan Schwebach, District 2

Javier E. Sanchez, District 3

Vote Record

Kevin McCall	yes	no	abstain	absent
Ryan Schwebach	yes	no	abstain	absent
Javier E. Sanchez	yes	no	abstain	absent

DFA Approval





Torrance County

Resolution 2020-

Budget Increase

Schedule A

February 12, 2020

Funding Source:				Revenue				Expenditure			
Department	Source	Line Item	Description	Amount	Line Item	Description	Amount				
General Fund	GRT	401	Equalization Gross Receipts	\$124,584	65	Supplies Computers	\$124,584				
	HITDA Task Force	801	HITDA Task Force	\$ 18,649.00	50	Salaries Overtime	\$ 18,649.00				
Manager	PILT	641	High Lonesome	\$ 37,601.00	9	Hig Lonesome	\$ 37,601.00				
Manager	PILT	641	High Lonesome	\$12,000	2	Software	\$12,000				
Manager	PILT	641	High Lonesome	\$ 9,948.00	9	Salaries	\$ 9,948.00				
Manager	PILT	641	High Lonesome	\$ 719.00	2	Fica/Medicare	\$ 719.00				
Manager	PILT	641	High Lonesome	\$ 371,072.00	2	Equipment/Machinery	\$ 371,072.00				
TOTAL				\$ 574,573.00					\$ 574,573.00		



*Agenda Item
No. 11-B*



Torrance County Board of Commissioners

Meeting 2/12/2020

Department: Manager
Prepared By: Wayne Johnson

Title: Torrance County Property Disposition Policy

Sponsor:

Manager

Action:

Motion to approve.

Summary:

This resolution replaces the existing Property Disposition Policy which has become unworkable. It defines the County Manager, Operations Manager, and Finance Director as the Property Disposition Committee who will review and make recommendations to the BCC for the appropriate and lawful disposition of tangible County property. Department Heads and Elected Officials will forward to the Disposition Committee any tangible property for proposed disposal. The Committee will review department requests and make recommendations to the BCC via a Disposition Resolution. If approved, the County Manager (or designee) will provide appropriate notification to state agencies including the Office of the State Auditor, Department of Finance Administration Local Government Division, and the State Board of Finance where appropriate. Following a statutory 30 day waiting period and receipt of approvals where appropriate, the property will be disposed of in the manner approved by the BCC.

Significant Issues:

Failure to properly dispose of tangible property in the manner stipulated by state statute can result in the County being deemed unable to receive public monies and in some cases, criminal charges.

Financial:

The County stands to recoup a portion of expenses used to purchase tangible property, reduce operational costs, limit fraud and theft risk, and will be able to clean out vehicles and other items whose useful life has passed and is currently a blight on County property.

Staff Recommendation:

Approval

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**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 20192020 -**

TORRANCE COUNTY PROPERTY DISPOSITION POLICY

WHEREAS, in the course of providing services to the people of Torrance County, it is necessary to dispose both real and tangible personal property; and

WHEREAS, many factors including wear, obsolescence, safety, changing conditions, economics and more, contribute to the need to dispose of public property owned by Torrance County; and

WHEREAS, NMSA 1978 § 13-6-1 et. seq., enumerates specific requirements for the disposal of tangible personal property that entail notification of the Department of Finance Administration and Office of the State Auditor; and

WHEREAS, real property valued in excess of twenty-five thousand (\$25,000) dollars requires approval by the State Board of Finance prior to final disposition; and

WHEREAS, the Board of County Commissioners desires to create an effective process for the efficient disposal of real and tangible personal property in compliance with New Mexico State Statute.

NOW, THEREFORE BE IT RESOLVED this Property Disposition Policy is hereby adopted, repealing and replacing any previous policy controlling the disposal of Torrance County property.

Property Disposition Committee

The Board of County Commissioners hereby forms the Property Disposition Committee (hereinafter "Committee") composed of the County Manager, Operations Manager, and Finance Director. The Committee shall be empowered to recommend to the Board of County

1 Commissioners (“Commission”) the transfer, sale, donation, destruction, or other disposition of
2 all real or tangible personal property owned by Torrance County.

3 **Section I**

4 **Property Disposition Process**

5 Torrance County Department Heads and Elected Officials shall provide a list of property
6 for review by the Committee that specifically identifies the property, justification for disposal,
7 estimated current value, and proposed method of final disposition. Each member of the
8 Committee shall review the proposed disposition and upon approval of a majority of the
9 Committee members, present the proposed disposition (either as originally proposed by a
10 Department Head or Elected Official or as amended by the Committee) in the form of a written
11 resolution to the Commission for approval, as required by NMSA 1978, Section 13-6-1(A), and
12 inclusion in the minutes of a properly noticed meeting of the Board of County Commissioners.

13 **Section II**

14 **Tangible Personal Property with a Current Resale Value of \$5,000 or Less**

15 In cases where the current value of the tangible personal property is five thousand dollars
16 (\$5,000) or less, the County Manager or designee (hereinafter “Manager”) shall send to the
17 Office of the State Auditor (“OSA”) a notification that includes a cover letter and a signed copy
18 of the Commission’s signed Disposition Resolution. Not less than thirty (30) days subsequent to
19 this notification to the OSA, the tangible personal property shall be disposed of in the manner
20 indicated by the Disposition Resolution per NMSA 1978, Section 13-6-1(D through L) and
21 removed from the County’s capital asset list if applicable after the disposition.

1 **Section III**

2 **Tangible Personal Property Valued over \$5,000 or Real Property Valued over \$5,000 but**
3 **not more than \$25,000**

4 If the tangible personal property’s current value is in excess of five thousand dollars
5 (\$5,000) or real property’s current value is over five thousand dollars (\$5,000) but not more than
6 twenty-five thousand dollars (\$25,000), the Committee and Manager, except as otherwise
7 provided by NMSA 1978, Section 13-6-2(B), shall follow the same process as defined in
8 Sections I and II, with the following additions:

9 A. Following Commission approval, the Manager shall submit a request to the
10 Department of Finance Administration Local Government Division (hereinafter
11 “LGD”) for approval of property disposition as required by NMSA 1978, Section 13-
12 6-2(D). Included with the request shall be a cover letter and a signed copy of the
13 Commission’s Disposition Resolution.

14 B. In cases where the County wishes to dispose of real property, the Manager shall also
15 include an appraisal and a copy of the quitclaim deed.

16 Upon receipt of approval from LGD, the Manager shall transmit LGD’s approval along
17 with all of the materials the County provided to LGD to the Office of the State Auditor if
18 the disposition involves tangible personal property. If LGD exercises its authority under
19 NMSA 1978 § 13-6-2(F), the real or tangible personal property shall be offered for sale
20 or donation to a state agency, local public body, school district, or state educational
21 institution. Otherwise, the property shall be disposed of in the manner prescribed by the
22 Commission’s Disposition Resolution and removed from the County’s capital asset list
23 after the disposition.

1 **Section IV**

2 **Real Property with a Value greater than \$25,000**

3 Proposed sale, trade or lease of real property with a lease period of more than five
4 years or with a value in excess of twenty-five thousand dollars (\$25,000) shall follow the
5 applicable requirements of Sections I, II and III and shall also require the prior approval
6 of the New Mexico Board of Finance per NMSA 1978, Section 13-6-2.1.

7 **DONE THIS 12th DAY OF FEBRUARY, 2020.**

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10 **APPROVED AS TO FORM ONLY:**

BOARD OF COUNTY COMMISSIONERS

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County Attorney Date

Ryan Schwebach, Chair

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Javier Sanchez, Vice Chair

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17 _____
Kevin McCall, Member

18 **ATTEST:**

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20 _____
Linda Jaramillo, County Clerk

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22 Date: _____



*Agenda Item
No. 11-C*



Torrance County Board of Commissioners Meeting 2/12/2020

Department: Manager
Prepared By: Wayne Johnson

Title: A Resolution Opposing “Red Flag” Gun Control Bills Pending in the New Mexico Legislature

Action:

Motion to approve.

Summary:

HB7 and SB5 are identical pieces of legislation that create an Extreme Risk Firearm Protection Order. Petitioners can receive an emergency order requiring law enforcement to serve the respondent immediately and authorize law enforcement to seize any firearm or ammunition relinquished or discovered during the search.

The proposed resolution opposes HB7 and SB5 and instructs county staff to supply copies of the resolution to all members of the Legislature and the Governor.

Significant Issues:

- HB7 and SB5 may violate the Second Amendment of the United States Constitution.
- The bills provide for “Ex Parte” protection orders which may circumvent due process rights.
- There don't appear to be any protections for those who are falsely accused nor penalties for those who abuse protection orders.
- If passed and signed into law, the bills could pose an enforcement risk if enforced due to the seizure of personal property required and/or the potential of violating a court order if not enforced by the Sheriff's Office.

Financial:

None.

Staff Recommendation:

Approve. Passage of HB7 and/or SB5 have serious legal and liability implications should they be passed and signed into law.

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

**A RESOLUTION OPPOSING “RED FLAG” GUN CONGROL BILLS PENDING IN
THE NEW MEXICO LEGISLATURE**

WHEREAS, NMSA 1978, Section 4-37-1 (1995) provides that Counties have the power to, “provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of any county or its inhabitants;” and,

WHEREAS, NMSA, 1978, Section 4-38-18 (1976) provides that a Board of County Commissioner has the duty and authority “[t]o represent the county;” and,

WHEREAS, following adoption of the Declaration of Independence by the Continental Congress, new constitutions containing bills of rights protecting the right to bear arms were adopted by the former colonies, among them Maryland, Massachusetts, New York, North Carolina, and Virginia; and,

WHEREAS, the First Congress of the United States in 1789 responded to the objections raised by the ratifying conventions which adopted the United States Constitution by passing a series of amendments to the United States Constitution, among them one guaranteeing the right to bear arms; and,

WHEREAS, the Second Amendment to the United States Constitution, ratified in 1791, protects the inalienable and individual right of the people to keep and bear arms; and,

WHEREAS, the Supreme Court of the United States in 2008 in District of Columbia v. Heller affirmed that the Second Amendment to the United States Constitution guarantees an individual’s right to possess firearms, unconnected with service in a militia, for traditionally lawful purposes, such as self-defense within the home; and,

1 **WHEREAS**, the Supreme Court of the United States in 2010 in McDonald v. City of
2 Chicago affirmed that the right of an individual to “keep and bear arms,” as protected under the
3 Second Amendment to the United States Constitution, is incorporated by the Due Process Clause
4 of the Fourteenth Amendment to the United States Constitution and applies to actions of the
5 several states; and,

6 **WHEREAS**, Article II, Section 6 of the Constitution of New Mexico provides that “[n]o
7 law shall abridge the right of the citizen to keep and bear arms for security and defense, for
8 lawful hunting and recreational use and for other lawful purposes;” and,

9 **WHEREAS**, the Fifty-fifth New Mexico Legislature, now in session, is considering
10 Senate Bill 5 and House Bill 7, both entitled the “Extreme Risk Firearm Protection Order Act,”
11 which would institute a so-called “Red Flag” law; and,

12 **WHEREAS**, Senate Bill 5 and House Bill 7 violate every New Mexican’s right to the
13 due process of law by allowing a Court, based solely on the word of an applicant, to deprive
14 citizens of their right to bear arms in an ex parte proceeding to which the accused is neither given
15 notice of or nor heard from; and,

16 **WHEREAS**, Senate Bill 5 and House Bill 7 would replace the adversarial system of
17 justice of the common law guaranteed by the United States and New Mexico Constitutions with
18 an alien inquisitorial system reminiscent of the procedures of the despised Star Chamber, a court
19 abolished four centuries ago because it was unjust and trampled on the rights of citizens; and,

20 **WHEREAS**, Senate Bill 5 and House Bill 7 negate the golden thread of the common law
21 guaranteed by the United States and New Mexico Constitutions that all men are innocent until
22 proven guilty by creating a system that allows a Court to hear only untested accusations from a

1 wide range of persons, including grandparents-in-law and ex-boyfriends, to strip citizens of a
2 constitutional right; and,

3 **WHEREAS**, Senate Bill 5 and House Bill 7 makes criminals of innocent citizens and
4 deprives them of due process of law by making it a criminal offense for gun-owners living with a
5 person made subject to a Red Flag order to not secure their guns from that person, even if the
6 gun owner had no knowledge of the Red Flag order or had no control over another person's
7 actions; and,

8 **WHEREAS**, the Administrative Office of the Courts, the Administrative Office of the
9 District Attorneys, the Law Offices of the Public Defender, and the Department of Public Safety
10 have all submitted comments on the bills questioning whether each of their agencies have the
11 financial resources and administrative capabilities to implement the provisions of the law.

12 **NOW, THEREFORE BE IT RESOLVED,**

13 The Torrance County Board of Commissioners declares its opposition to both Senate Bill
14 5 and House Bill 7 and encourages all members of the New Mexico Legislature to vote against
15 them. Further, the Board of Commissioners urges Governor Michelle Lujan Grisham to veto
16 these bill should they be approved by the Legislature. Copies of this resolution shall be sent to
17 the members of the Legislature who represent Torrance County and to Governor Lujan Grisham.

18 **DONE THIS 12th DAY OF FEBRUARY, 2020.**

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21 **APPROVED AS TO FORM ONLY:**

BOARD OF COUNTY COMMISSIONERS

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County Attorney Date

Ryan Schwebach, Chair

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Javier Sanchez, Vice Chair

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ATTEST:

Kevin McCall, Member

Linda Jaramillo, County Clerk

Date: _____

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HOUSE BILL 7
54TH LEGISLATURE - STATE OF NEW MEXICO - SECOND SESSION, 2020

INTRODUCED BY
Daymon Ely and Deborah A. Armstrong and Joy Garratt

AN ACT
RELATING TO DOMESTIC AFFAIRS; CREATING THE EXTREME RISK FIREARM
PROTECTION ORDER ACT; PROVIDING FOR THE ISSUANCE OF COURT
ORDERS TO REQUIRE THE RELINQUISHMENT OF FIREARMS FOR SOME
PERIOD UNDER CERTAIN CIRCUMSTANCES; PROVIDING PENALTIES;
AMENDING AND ENACTING SECTIONS OF THE NMSA 1978.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. [NEW MATERIAL] SHORT TITLE.--Sections 1
through 14 of this act may be cited as the "Extreme Risk
Firearm Protection Order Act".

SECTION 2. [NEW MATERIAL] DEFINITIONS.--As used in the
Extreme Risk Firearm Protection Order Act:

A. "extreme risk firearm protection order" means an
order issued by a court pursuant to the Extreme Risk Firearm
Protection Order Act;

underscored material = new
[bracketed material] = delete

underscored material = new
~~[bracketed material] = delete~~

1 B. "firearm" means any weapon that will or is
2 designed to or may readily be converted to expel a projectile
3 by the action of an explosion; the frame or receiver of any
4 such weapon; or any firearm muffler or firearm silencer.

5 "Firearm" includes any handgun, rifle or shotgun;

6 C. "household member" means a spouse, former
7 spouse, parent, present or former stepparent, present or former
8 parent-in-law, grandparent, grandparent-in-law, child,
9 stepchild, grandchild, a person who has a child in common with
10 another person, regardless of whether they have been married or
11 have lived together at any time, or a person with whom the
12 petitioner has been in a dating or intimate relationship.
13 Cohabitation is not necessary to be deemed a household member
14 for purposes of this section;

15 D. "law enforcement officer" means a public
16 official or public officer vested by law with a duty to
17 maintain public order or to make arrests for crime, whether
18 that duty extends to all crimes or is limited to specific
19 crimes;

20 E. "petitioner" means a household member as defined
21 in Subsection C of this section or law enforcement officer as
22 defined in Subsection D of this section;

23 F. "respondent" means the person identified in an
24 extreme risk firearm protection order petition, or subject to
25 an extreme risk firearm protection order, issued pursuant to

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1 the Extreme Risk Firearm Protection Order Act;

2 G. "safety device" means a device that, when
3 installed on a firearm, is designed to prevent the firearm from
4 being operated without first deactivating the device; and

5 H. "secure gun storage" means a safe, gun safe, gun
6 case, lock box or other device that is designed to, or can be
7 used to, store a firearm and that is designed to be unlocked
8 only by means of a key, a combination or other similar means.

9 SECTION 3. [NEW MATERIAL] PETITION FOR EXTREME RISK
10 FIREARM PROTECTION ORDER--CONTENTS--STANDARD FORMS.--

11 A. A petitioner may seek an extreme risk firearm
12 protection order by filing a petition in the district court of
13 the judicial district where either the petitioner or respondent
14 resides or is sheltered. Law enforcement agencies and the
15 clerk of the court shall make available upon request standard
16 simplified petition forms with instructions for completion
17 approved by the administrative office of the courts.

18 B. A petition for an extreme risk firearm
19 protection order shall be made under oath and shall be
20 accompanied by a sworn affidavit setting out specific facts
21 demonstrating the grounds for the order.

22 C. A petition for an extreme risk firearm
23 protection order shall contain:

24 (1) the name and address of the petitioner;
25 provided that upon the request of the petitioner, the address

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1 shall be redacted from the petition after being disclosed to
2 the court;

3 (2) if known, the respondent's name and
4 address;

5 (3) if known or suspected, a description of
6 the number, types and locations of firearms or ammunition that
7 the petitioner believes the respondent has custody of,
8 controls, owns or possesses;

9 (4) a description of the relationship between
10 the parties;

11 (5) if known, disclosure of whether there has
12 been issued an extreme risk firearm protection order pursuant
13 to the Extreme Risk Firearm Protection Order Act, an order of
14 protection pursuant to the Family Violence Protection Act, a
15 civil restraining order or a similar order under the laws of
16 another state between the parties or against the respondent;
17 and

18 (6) if known, disclosure of whether there is a
19 pending lawsuit, complaint, petition or other action between
20 the parties under the laws of this state.

21 D. The court shall not delay granting relief
22 because of the existence of an order or legal action between
23 the parties or the requirement to verify the terms of an
24 existing order.

25 E. Health care information disclosed is

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1 confidential unless released:

2 (1) with the prior written consent of the
3 person;

4 (2) pursuant to a court order;

5 (3) when necessary to provide treatment,
6 payment and operations in accordance with the federal Health
7 Insurance Portability and Accountability Act of 1996; or

8 (4) to law enforcement, when the information
9 is necessary for law enforcement to fulfill the requirements of
10 the Extreme Risk Firearm Protection Order Act.

11 F. Aggregate statistical data indicating the number
12 of extreme risk firearm protection orders issued, renewed,
13 denied, dissolved or terminated shall be kept by the district
14 courts or court administrator and shall be available to the
15 public upon request.

16 G. Remedies granted pursuant to the Extreme Risk
17 Firearm Protection Order Act are in addition to and shall not
18 limit other civil or criminal remedies available to the
19 parties.

20 SECTION 4. [NEW MATERIAL] FORBEARANCE OF COSTS ASSOCIATED
21 WITH EXTREME RISK FIREARM PROTECTION ORDERS.--A petitioner for
22 an extreme risk firearm protection order shall not be required
23 to bear the cost of:

24 A. the filing, issuance or service of a petition
25 for an extreme risk firearm protection order;

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1 B. the filing, issuance or service of a warrant;

2 C. the filing, issuance or service of a witness
3 subpoena;

4 D. service of an extreme risk firearm protection
5 order issued pursuant to the Extreme Risk Firearm Protection
6 Order Act;

7 E. obtaining law enforcement reports or photographs
8 or copies of photographs relating to the allegations in the
9 petition; or

10 F. any cost associated with the confiscation,
11 storage or destruction of a firearm confiscated pursuant to the
12 Extreme Risk Firearm Protection Order Act.

13 SECTION 5. [NEW MATERIAL] EMERGENCY EXTREME RISK FIREARM
14 PROTECTION ORDERS.--

15 A. A district court shall issue an emergency
16 extreme risk firearm protection order when a law enforcement
17 officer states in writing to the court, in person or through
18 reliable electronic means, the need for an emergency extreme
19 risk firearm protection order if the court finds that there is
20 probable cause to believe that the respondent poses an
21 immediate danger of causing personal injury to self or others
22 by having custody, control or possession of a firearm or
23 ammunition. The statement shall include the location and
24 telephone number of the respondent, if known.

25 B. A law enforcement officer who receives a written

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1 emergency extreme risk firearm protection order from the court,
2 whether in person or through reliable electronic means, shall:

3 (1) if possible, immediately serve a signed
4 copy of the order on the respondent and complete the
5 appropriate affidavit of service; and

6 (2) after service, provide the original proof
7 of service to the court by the close of business on the next
8 business day.

9 C. A district judge shall be available as
10 determined by each judicial district to hear petitions for an
11 emergency extreme risk firearm protection order.

12 D. An emergency extreme risk firearm protection
13 order shall expire fifteen days after issuance. The court
14 shall conduct a hearing within fifteen days of the issuance of
15 an emergency extreme risk firearm protection order to determine
16 if a one-year extreme risk firearm protection order shall be
17 issued pursuant to Section 7 of the Extreme Risk Firearm
18 Protection Order Act. A respondent may seek an extension of
19 the hearing date at any time before the hearing; provided that
20 the emergency extreme risk firearm protection order shall
21 automatically be extended for any extension of time granted the
22 respondent.

23 E. An emergency extreme risk firearm protection
24 order issued by a court pursuant to this section shall include:

25 (1) a statement that the respondent shall not

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1 have custody or control of, purchase, possess or receive or
2 attempt to purchase or receive a firearm or ammunition while
3 the order is in effect;

4 (2) a description of the requirements for
5 relinquishment of firearms and ammunition under Section 10 of
6 the Extreme Risk Firearm Protection Order Act;

7 (3) a statement of the grounds asserted for
8 the order;

9 (4) notice of the hearing required under the
10 Extreme Risk Firearm Protection Order Act to determine whether
11 the court will issue a one-year extreme risk firearm protection
12 order, including the address of the court and the date and time
13 when the hearing is scheduled;

14 (5) a statement that at the hearing the court
15 may extend the order for one year;

16 (6) a statement that the respondent may seek
17 the advice of an attorney as to matters connected with the
18 order and that the attorney should be consulted promptly to
19 properly assist the respondent; and

20 (7) a statement that any violation of the
21 order is a misdemeanor punishable pursuant to Section 31-19-1
22 NMSA 1978.

23 F. An emergency extreme risk firearm protection
24 order shall be personally served on the respondent by a law
25 enforcement officer. If a law enforcement officer cannot

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1 personally serve the order, then a law enforcement officer may
2 serve the order in any manner directed by the court issuing the
3 order.

4 SECTION 6. [NEW MATERIAL] EX PARTE TEMPORARY EXTREME RISK
5 FIREARM PROTECTION ORDERS.--

6 A. A petitioner requesting an ex parte temporary
7 extreme risk firearm protection order shall, in the petition
8 for a one-year extreme risk firearm protection order, include a
9 sworn statement with detailed allegations based on personal
10 knowledge that the respondent poses an immediate danger of
11 causing personal injury to self or others by having in his or
12 her custody or control, purchasing, possessing or receiving a
13 firearm or ammunition.

14 B. A district court shall immediately issue an ex
15 parte temporary extreme risk firearm protection order if the
16 court finds that there is probable cause to believe that the
17 respondent poses an immediate danger of causing personal injury
18 to self or others by having custody, control or possession of a
19 firearm or ammunition.

20 C. If an ex parte temporary extreme risk firearm
21 protection order is granted, the court shall:

22 (1) cause the ex parte temporary extreme risk
23 firearm protection order along with notice of a hearing to be
24 served immediately on the respondent;

25 (2) cause a notice of hearing for a one-year

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1 extreme risk firearm protection order to be served immediately
2 on the respondent; and

3 (3) conduct a hearing within fifteen days of
4 the issuance of the ex parte temporary extreme risk firearm
5 protection order to determine if a one-year extreme risk
6 firearm protection order shall be issued pursuant to Section 7
7 of the Extreme Risk Firearm Protection Order Act. A respondent
8 may seek an extension of the hearing date at any time before
9 the hearing; provided that the ex parte temporary extreme risk
10 firearm protection order shall automatically be extended for
11 any extension of time granted the respondent.

12 D. If an ex parte temporary extreme risk firearm
13 protection order is not granted, the court shall serve notice
14 to appear upon the parties and hold a hearing on the petition
15 for an extreme risk firearm protection order pursuant to
16 Section 7 of the Extreme Risk Firearm Protection Order Act
17 within ten days of the denial of the ex parte temporary extreme
18 risk firearm protection order; provided that if notice of
19 hearing cannot be served within seventy-two hours of issuance,
20 the ex parte temporary extreme risk firearm protection order
21 will be automatically extended for seventy-two hours. A
22 petitioner may seek an extension of time before the hearing.

23 E. The court shall consider petitions for ex parte
24 temporary extreme risk firearm protection orders on the same
25 day the petition is submitted to the court, unless the petition

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1 is filed too late in the day to permit effective review, in
2 which case the order shall be issued or denied before the end
3 of the next business day.

4 F. An ex parte temporary extreme risk firearm
5 protection order issued by the court shall include:

6 (1) a statement that the respondent shall not
7 have custody or control of, purchase, possess or receive or
8 attempt to purchase or receive a firearm or ammunition while
9 the order is in effect;

10 (2) a description of the requirements for
11 relinquishment of firearms and ammunition under the Extreme
12 Risk Firearm Protection Order Act;

13 (3) a statement of the grounds asserted for
14 the order;

15 (4) notice of the hearing required under the
16 Extreme Risk Firearm Protection Order Act to determine whether
17 the court will issue a one-year extreme risk firearm protection
18 order, including the address of the court and the date and time
19 when the hearing is scheduled;

20 (5) a statement that at the hearing the court
21 may extend the order for one year;

22 (6) a statement that the respondent may seek
23 the advice of an attorney as to matters connected with the
24 order and the attorney should be consulted promptly to properly
25 assist the respondent; and

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1 (7) a statement that any violation of the
2 order is a misdemeanor punishable pursuant to Section 31-19-1
3 NMSA 1978.

4 G. An ex parte temporary extreme risk firearm
5 protection order shall be personally served on the respondent
6 by a law enforcement officer. If a law enforcement officer
7 cannot personally serve the order, then a law enforcement
8 officer may serve the order in any manner directed by the court
9 issuing the order.

10 SECTION 7. [NEW MATERIAL] ONE-YEAR EXTREME RISK FIREARM
11 PROTECTION ORDERS.--

12 A. A petitioner requesting a one-year extreme risk
13 firearm protection order shall include in the petition detailed
14 allegations based on personal knowledge that the respondent
15 poses a significant danger of causing personal injury to self
16 or others by having in the respondent's custody or control,
17 purchasing, possessing or receiving a firearm or ammunition.

18 B. Before issuing a one-year extreme risk firearm
19 protection order, the court shall ensure that reasonable
20 efforts have been made to conduct a search through existing
21 databases available to the court for:

22 (1) criminal history records related to the
23 respondent; and

24 (2) civil orders of protection or restraining
25 orders related to the respondent.

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1 C. In determining whether to issue a one-year
2 extreme risk firearm protection order under this section, the
3 court shall consider all relevant information presented by the
4 petitioner and shall also consider other relevant information,
5 including information relating to any:

6 (1) act or threat of violence against one's
7 self or another, whether or not involving a firearm;

8 (2) unlawful, reckless or negligent use,
9 display, storage, possession or brandishing of a firearm;

10 (3) violation of an order of protection issued
11 pursuant to the Family Violence Protection Act, a civil
12 harassment restraining order or a similar law in another state;

13 (4) misuse of controlled substances or alcohol
14 or any arrest for a criminal offense that involves controlled
15 substances or alcohol; or

16 (5) the recent acquisition of a firearm,
17 ammunition or other deadly weapon.

18 D. If the court finds by a preponderance of the
19 evidence at the hearing that the respondent poses a significant
20 danger of personal injury to self or others by having custody
21 or control, purchasing, possessing or receiving a firearm or
22 ammunition, the court shall issue a one-year extreme risk
23 firearm protection order.

24 E. The court shall dissolve any emergency or ex
25 parte temporary extreme risk firearm protection order in effect

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1 against the respondent when the court grants or denies a
2 one-year extreme risk firearm protection order.

3 F. A one-year extreme risk firearm protection order
4 shall include:

5 (1) a statement that the respondent shall not
6 have custody or control of, purchase, possess or receive or
7 attempt to purchase or receive a firearm or ammunition while
8 the order is in effect;

9 (2) a description of the requirements for
10 relinquishment of firearms and ammunition under the Extreme
11 Risk Firearm Protection Order Act;

12 (3) a statement of the grounds for the order;

13 (4) the date and time the order expires;

14 (5) the address of the court that issued the
15 order;

16 (6) a statement that the respondent shall have
17 the right to request one hearing to terminate the order at any
18 time during its effective period;

19 (7) a statement that the respondent may seek
20 the advice of an attorney as to any matter connected with the
21 order; and

22 (8) a statement that violation of any
23 provision of the order is a misdemeanor punishable pursuant to
24 Section 31-19-1 NMSA 1978.

25 G. If the respondent fails to appear at the

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1 hearing, a one-year extreme risk firearm protection order
2 issued pursuant to this section shall be personally served on
3 the respondent by a law enforcement officer. If a law
4 enforcement officer cannot personally serve the order, then a
5 law enforcement officer may serve the order in any manner
6 directed by the court issuing the order.

7 SECTION 8. [NEW MATERIAL] TERMINATION OF ONE-YEAR EXTREME
8 RISK FIREARM PROTECTION ORDERS.--

9 A. A respondent to a one-year extreme risk firearm
10 protection order issued under Section 7 of the Extreme Risk
11 Firearm Protection Order Act may submit one written request for
12 a hearing to terminate the order at any time during the
13 effective period of the order.

14 B. Upon receipt of the request for termination, the
15 court shall set a date for a hearing. Notice of the request
16 shall be served on the petitioner. The hearing shall occur no
17 sooner than fourteen days and no later than thirty days from
18 the date of service of the request upon the petitioner.

19 C. The respondent seeking termination of the one-
20 year extreme risk firearm protection order shall have the
21 burden of proving by a preponderance of the evidence that the
22 respondent does not pose a significant danger of causing
23 personal injury to self or others by having custody or control
24 of, purchasing, possessing or receiving a firearm or
25 ammunition.

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1 D. If the court grants the respondent's request,
2 the court shall terminate the order.

3 SECTION 9. [NEW MATERIAL] EXTENSION OF ONE-YEAR EXTREME
4 RISK FIREARM PROTECTION ORDERS.--

5 A. A petitioner may request extension of a one-year
6 extreme risk firearm protection order at any time within the
7 three months before the expiration of the order.

8 B. Upon receipt of the request for extension, the
9 court shall set a date for a hearing. Notice of the request
10 shall be served on the respondent. If a petition to extend an
11 order is filed within fourteen days prior to the expiration of
12 a one-year extreme risk firearm protection order, the court
13 shall set a hearing to occur as soon as is practicable. If the
14 court is unable to set a hearing on the petition to extend the
15 extreme risk firearm protection order before the expiration of
16 the one-year order, the court may extend the one-year order for
17 thirty days or until the date of the hearing, whichever occurs
18 first.

19 C. A court may, after notice and hearing, extend a
20 one-year extreme risk firearm protection order if the court
21 finds by a preponderance of the evidence that the respondent
22 continues to pose a significant danger of causing personal
23 injury to self or others by having in custody or control,
24 purchasing, possessing or receiving a firearm or ammunition.

25 D. In determining whether to extend a one-year

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1 extreme risk firearm protection order issued under this
2 section, the court shall consider all relevant information
3 presented by the petitioner and may also consider other
4 relevant information, including information related to the
5 facts identified in Subsection C of Section 7 of the Extreme
6 Risk Firearm Protection Order Act.

7 E. A one-year extreme risk firearm protection order
8 extended pursuant to this section shall expire one year from
9 the date of the order granting the extension, subject to
10 termination by further order of the court at a hearing held
11 pursuant to Subsection B of this section.

12 SECTION 10. [NEW MATERIAL] RELINQUISHMENT OF FIREARMS AND
13 AMMUNITION.--

14 A. Upon issuance of any extreme risk firearm
15 protection order and a finding of probable cause that the
16 respondent has custody or control of, owns or possesses a
17 firearm or ammunition, the court shall issue, and there shall
18 be executed, a search warrant describing the firearm or
19 ammunition and authorizing a search of the location where the
20 firearm or ammunition is reasonably believed to be and
21 authorizing the seizure of any firearm or ammunition discovered
22 pursuant to the search.

23 B. A law enforcement officer serving any extreme
24 risk firearm protection order shall request that all firearms
25 and ammunition in the respondent's custody or control or that

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1 the respondent possesses or owns be immediately relinquished.
2 The law enforcement officer shall take possession of all
3 firearms and ammunition that are relinquished, in plain sight
4 or discovered pursuant to a lawful search.

5 C. A law enforcement officer taking possession of
6 firearms or ammunition pursuant to an extreme risk firearm
7 protection order shall give to the respondent a copy of the
8 inventory of firearms and ammunition taken. Within seventy-two
9 hours of serving the respondent with the order, the law
10 enforcement officer serving the order shall file the original
11 inventory with the court that issued the extreme risk firearm
12 protection order and shall ensure that the law enforcement
13 agency retains a copy of the inventory.

14 D. When a court receives information that gives it
15 probable cause to believe a respondent has custody or control
16 of, owns or possesses firearms or ammunition that the
17 respondent failed to relinquish pursuant to this section, or
18 who has received or purchased a firearm or ammunition while
19 subject to an extreme risk firearm protection order, shall
20 issue, and there shall be executed, a search warrant describing
21 the firearm or ammunition and authorizing a search of the
22 location where the firearm or ammunition is reasonably believed
23 to be and authorizing the seizure of any firearm or ammunition
24 discovered pursuant to the search.

25 E. A law enforcement agency may not charge the

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1 respondent any fee for storing a firearm or ammunition
2 relinquished pursuant to this section for the duration of the
3 extreme risk firearm protection order and any additional
4 periods necessary to comply with the requirements of the
5 Extreme Risk Firearm Protection Order Act or as directed by the
6 court.

7 F. Evidence establishing ownership or possession of
8 a firearm relinquished or seized pursuant to this section shall
9 not be admissible as evidence in any unrelated criminal
10 proceeding.

11 SECTION 11. [NEW MATERIAL] RETURN AND DISPOSAL OF
12 FIREARMS AND AMMUNITION.--

13 A. Thirty days prior to the expiration of a one-
14 year extreme risk firearm protection order, the law enforcement
15 agency holding a firearm or ammunition relinquished pursuant to
16 the order shall notify the petitioner at the last address
17 provided to the court of the date that the order will expire.
18 The notice shall advise the petitioner of the procedures for
19 seeking an extension of the order pursuant to Section 9 of the
20 Extreme Risk Firearm Protection Order Act.

21 B. The law enforcement agency shall make a
22 firearm and ammunition available within thirty days of receipt
23 of a request from a respondent who is then currently eligible
24 to own and possess a firearm.

25 C. A respondent who has relinquished a firearm or

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1 ammunition to a law enforcement agency pursuant to the Extreme
2 Risk Firearm Protection Order Act and who does not wish the
3 firearm or ammunition returned or who is no longer eligible to
4 own or possess a firearm or ammunition may sell or transfer the
5 firearm or ammunition to a licensed firearms dealer. The law
6 enforcement agency shall not release the firearm or ammunition
7 to a licensed firearms dealer until:

8 (1) the licensed firearms dealer has displayed
9 proof that the respondent has transferred the firearm or
10 ammunition to the dealer; and

11 (2) the law enforcement agency has verified
12 the transfer with the respondent.

13 D. If a person other than the respondent claims
14 ownership of a firearm or ammunition relinquished pursuant to
15 the Extreme Risk Firearm Protection Order Act and the law
16 enforcement agency determines that the person is the lawful
17 owner of the firearm or ammunition, the firearm or ammunition
18 shall be released to that person.

19 E. A law enforcement agency holding a firearm or
20 ammunition relinquished pursuant to the Extreme Risk Firearm
21 Protection Order Act may dispose of the firearm or ammunition
22 six months from the date of proper notice to the respondent of
23 the intent to dispose of the firearm or ammunition unless the
24 firearm or ammunition is claimed by the lawful owner. If the
25 firearm or ammunition remains unclaimed after six months from

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1 the date of notice, no party may assert ownership and the law
2 enforcement agency may dispose of the firearm or ammunition.

3 F. For the purposes of this section:

4 (1) "dispose" means to destroy a firearm or
5 ammunition or to sell or transfer the firearm or ammunition to
6 a licensed firearms dealer; and

7 (2) "licensed firearms dealer" means a person
8 licensed pursuant to 18 U.S.C. Section 921, et seq.

9 SECTION 12. [NEW MATERIAL] REPORTING OF EXTREME RISK
10 FIREARM PROTECTION ORDERS.--No later than one business day
11 after a court issues, extends, dissolves or terminates an
12 emergency, ex parte temporary or one-year extreme risk firearm
13 protection order relating to an adult respondent, the
14 administrative office of the courts or other authorized entity
15 shall obtain and electronically transmit information from the
16 court proceedings relating to the respondent's eligibility to
17 receive or possess a firearm or ammunition to the federal
18 bureau of investigation's national instant criminal background
19 check system.

20 SECTION 13. [NEW MATERIAL] PENALTIES.--

21 A. A person who files a petition, provides
22 information or otherwise participates in proceedings authorized
23 by the Extreme Risk Firearm Protection Order Act shall be
24 immune from civil or criminal liability if the person acted
25 with reasonable care.

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1 B. A person who has custody or control of, owns,
2 purchases, possesses or receives a firearm or ammunition in
3 violation of an extreme risk firearm protection order is guilty
4 of a misdemeanor punishable pursuant to Section 31-19-1 NMSA
5 1978 and upon conviction shall be prohibited under state law
6 from having custody or control of, owning, purchasing,
7 possessing or receiving or attempting to purchase or receive a
8 firearm or ammunition for a period of five years from the date
9 of conviction.

10 SECTION 14. [NEW MATERIAL] SAFE STORAGE OF FIREARMS.--

11 A. A person who has custody of, controls or
12 possesses a firearm and who resides with a respondent subject
13 to an extreme risk firearm protection order issued under the
14 Extreme Risk Firearm Protection Order Act or the laws of
15 another state shall safely secure the firearm by:

16 (1) locking the firearm in a secure gun
17 storage or rendering the firearm inoperable by the use of a
18 safety device; or

19 (2) having the firearm on the person or in
20 close proximity so that the firearm is readily accessible for
21 use by the person and is not readily accessible by the
22 respondent.

23 B. A person who violates this section is guilty of
24 a misdemeanor.

25 SECTION 15. Section 29-19-4 NMSA 1978 (being Laws 2003,

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1 Chapter 255, Section 4, as amended) is amended to read:

2 "29-19-4. APPLICANT QUALIFICATIONS.--

3 A. The department shall issue a concealed handgun
4 license to an applicant who:

5 (1) is a citizen of the United States;

6 (2) is a resident of New Mexico or is a member
7 of the armed forces whose permanent duty station is located in
8 New Mexico or is a dependent of such a member;

9 (3) is twenty-one years of age or older;

10 (4) is not a fugitive from justice;

11 (5) has not been convicted of a felony in New
12 Mexico or any other state or pursuant to the laws of the United
13 States or any other jurisdiction;

14 (6) is not currently under indictment for a
15 felony criminal offense in New Mexico or any other state or
16 pursuant to the laws of the United States or any other
17 jurisdiction;

18 (7) is not otherwise prohibited by federal law
19 or the law of any other jurisdiction from purchasing or
20 possessing a firearm;

21 (8) has not been adjudicated mentally
22 incompetent or committed to a mental institution;

23 (9) is not addicted to alcohol or controlled
24 substances; [and]

25 (10) has satisfactorily completed a firearms

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1 training course approved by the department for the category and
2 the largest caliber of handgun that the applicant wants to be
3 licensed to carry as a concealed handgun; and

4 (11) is not subject to an extreme risk firearm
5 protection order issued pursuant to the Extreme Risk Firearm
6 Protection Order Act.

7 B. The department shall deny a concealed handgun
8 license to an applicant who has:

9 (1) received a conditional discharge, a
10 diversion or a deferment or has been convicted of, pled guilty
11 to or entered a plea of nolo contendere to a misdemeanor
12 offense involving a crime of violence within ten years
13 immediately preceding the application;

14 (2) been convicted of a misdemeanor offense
15 involving driving while under the influence of intoxicating
16 liquor or drugs within five years immediately preceding the
17 application for a concealed handgun license;

18 (3) been convicted of a misdemeanor offense
19 involving the possession or abuse of a controlled substance
20 within ten years immediately preceding the application; or

21 (4) been convicted of a misdemeanor offense
22 involving assault, battery or battery against a household
23 member.

24 C. Firearms training course instructors who are
25 approved by the department shall not be required to complete a

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1 firearms training course pursuant to Paragraph (10) of
2 Subsection A of this section."

3 SECTION 16. EFFECTIVE DATE.--The effective date of the
4 provisions of this act is July 1, 2020.

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SENATE BILL 5
54TH LEGISLATURE - STATE OF NEW MEXICO - SECOND SESSION, 2020
INTRODUCED BY
Joseph Cervantes and Daymon Ely and Joy Garratt

AN ACT
RELATING TO DOMESTIC AFFAIRS; CREATING THE EXTREME RISK FIREARM
PROTECTION ORDER ACT; PROVIDING FOR THE ISSUANCE OF COURT
ORDERS TO REQUIRE THE RELINQUISHMENT OF FIREARMS FOR SOME
PERIOD UNDER CERTAIN CIRCUMSTANCES; PROVIDING PENALTIES;
AMENDING AND ENACTING SECTIONS OF THE NMSA 1978.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. [NEW MATERIAL] SHORT TITLE.--Sections 1
through 14 of this act may be cited as the "Extreme Risk
Firearm Protection Order Act".

SECTION 2. [NEW MATERIAL] DEFINITIONS.--As used in the
Extreme Risk Firearm Protection Order Act:

A. "extreme risk firearm protection order" means an
order issued by a court pursuant to the Extreme Risk Firearm
Protection Order Act;

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1 B. "firearm" means any weapon that will or is
2 designed to or may readily be converted to expel a projectile
3 by the action of an explosion; the frame or receiver of any
4 such weapon; or any firearm muffler or firearm silencer.

5 "Firearm" includes any handgun, rifle or shotgun;

6 C. "household member" means a spouse, former
7 spouse, parent, present or former stepparent, present or former
8 parent-in-law, grandparent, grandparent-in-law, child,
9 stepchild, grandchild, a person who has a child in common with
10 another person, regardless of whether they have been married or
11 have lived together at any time, or a person with whom the
12 petitioner has been in a dating or intimate relationship.
13 Cohabitation is not necessary to be deemed a household member
14 for purposes of this section;

15 D. "law enforcement officer" means a public
16 official or public officer vested by law with a duty to
17 maintain public order or to make arrests for crime, whether
18 that duty extends to all crimes or is limited to specific
19 crimes;

20 E. "petitioner" means a household member as defined
21 in Subsection C of this section or law enforcement officer as
22 defined in Subsection D of this section;

23 F. "respondent" means the person identified in an
24 extreme risk firearm protection order petition, or subject to
25 an extreme risk firearm protection order, issued pursuant to

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1 the Extreme Risk Firearm Protection Order Act;

2 G. "safety device" means a device that, when
3 installed on a firearm, is designed to prevent the firearm from
4 being operated without first deactivating the device; and

5 H. "secure gun storage" means a safe, gun safe, gun
6 case, lock box or other device that is designed to, or can be
7 used to, store a firearm and that is designed to be unlocked
8 only by means of a key, a combination or other similar means.

9 SECTION 3. [NEW MATERIAL] PETITION FOR EXTREME RISK
10 FIREARM PROTECTION ORDER--CONTENTS--STANDARD FORMS.--

11 A. A petitioner may seek an extreme risk firearm
12 protection order by filing a petition in the district court of
13 the judicial district where either the petitioner or respondent
14 resides or is sheltered. Law enforcement agencies and the
15 clerk of the court shall make available upon request standard
16 simplified petition forms with instructions for completion
17 approved by the administrative office of the courts.

18 B. A petition for an extreme risk firearm
19 protection order shall be made under oath and shall be
20 accompanied by a sworn affidavit setting out specific facts
21 demonstrating the grounds for the order.

22 C. A petition for an extreme risk firearm
23 protection order shall contain:

24 (1) the name and address of the petitioner;
25 provided that upon the request of the petitioner, the address

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1 shall be redacted from the petition after being disclosed to
2 the court;

3 (2) if known, the respondent's name and
4 address;

5 (3) if known or suspected, a description of
6 the number, types and locations of firearms or ammunition that
7 the petitioner believes the respondent has custody of,
8 controls, owns or possesses;

9 (4) a description of the relationship between
10 the parties;

11 (5) if known, disclosure of whether there has
12 been issued an extreme risk firearm protection order pursuant
13 to the Extreme Risk Firearm Protection Order Act, an order of
14 protection pursuant to the Family Violence Protection Act, a
15 civil restraining order or a similar order under the laws of
16 another state between the parties or against the respondent;
17 and

18 (6) if known, disclosure of whether there is a
19 pending lawsuit, complaint, petition or other action between
20 the parties under the laws of this state.

21 D. The court shall not delay granting relief
22 because of the existence of an order or legal action between
23 the parties or the requirement to verify the terms of an
24 existing order.

25 E. Health care information disclosed is

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1 confidential unless released:

2 (1) with the prior written consent of the
3 person;

4 (2) pursuant to a court order;

5 (3) when necessary to provide treatment,
6 payment and operations in accordance with the federal Health
7 Insurance Portability and Accountability Act of 1996; or

8 (4) to law enforcement, when the information
9 is necessary for law enforcement to fulfill the requirements of
10 the Extreme Risk Firearm Protection Order Act.

11 F. Aggregate statistical data indicating the number
12 of extreme risk firearm protection orders issued, renewed,
13 denied, dissolved or terminated shall be kept by the district
14 courts or court administrator and shall be available to the
15 public upon request.

16 G. Remedies granted pursuant to the Extreme Risk
17 Firearm Protection Order Act are in addition to and shall not
18 limit other civil or criminal remedies available to the
19 parties.

20 SECTION 4. [NEW MATERIAL] FORBEARANCE OF COSTS ASSOCIATED
21 WITH EXTREME RISK FIREARM PROTECTION ORDERS.--A petitioner for
22 an extreme risk firearm protection order shall not be required
23 to bear the cost of:

24 A. the filing, issuance or service of a petition
25 for an extreme risk firearm protection order;

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1 B. the filing, issuance or service of a warrant;

2 C. the filing, issuance or service of a witness
3 subpoena;

4 D. service of an extreme risk firearm protection
5 order issued pursuant to the Extreme Risk Firearm Protection
6 Order Act;

7 E. obtaining law enforcement reports or photographs
8 or copies of photographs relating to the allegations in the
9 petition; or

10 F. any cost associated with the confiscation,
11 storage or destruction of a firearm confiscated pursuant to the
12 Extreme Risk Firearm Protection Order Act.

13 SECTION 5. [NEW MATERIAL] EMERGENCY EXTREME RISK FIREARM
14 PROTECTION ORDERS.--

15 A. A district court shall issue an emergency
16 extreme risk firearm protection order when a law enforcement
17 officer states in writing to the court, in person or through
18 reliable electronic means, the need for an emergency extreme
19 risk firearm protection order if the court finds that there is
20 probable cause to believe that the respondent poses an
21 immediate danger of causing personal injury to self or others
22 by having custody, control or possession of a firearm or
23 ammunition. The statement shall include the location and
24 telephone number of the respondent, if known.

25 B. A law enforcement officer who receives a written

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1 emergency extreme risk firearm protection order from the court,
2 whether in person or through reliable electronic means, shall:

3 (1) if possible, immediately serve a signed
4 copy of the order on the respondent and complete the
5 appropriate affidavit of service; and

6 (2) after service, provide the original proof
7 of service to the court by the close of business on the next
8 business day.

9 C. A district judge shall be available as
10 determined by each judicial district to hear petitions for an
11 emergency extreme risk firearm protection order.

12 D. An emergency extreme risk firearm protection
13 order shall expire fifteen days after issuance. The court
14 shall conduct a hearing within fifteen days of the issuance of
15 an emergency extreme risk firearm protection order to determine
16 if a one-year extreme risk firearm protection order shall be
17 issued pursuant to Section 7 of the Extreme Risk Firearm
18 Protection Order Act. A respondent may seek an extension of
19 the hearing date at any time before the hearing; provided that
20 the emergency extreme risk firearm protection order shall
21 automatically be extended for any extension of time granted the
22 respondent.

23 E. An emergency extreme risk firearm protection
24 order issued by a court pursuant to this section shall include:

25 (1) a statement that the respondent shall not

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1 have custody or control of, purchase, possess or receive or
2 attempt to purchase or receive a firearm or ammunition while
3 the order is in effect;

4 (2) a description of the requirements for
5 relinquishment of firearms and ammunition under Section 10 of
6 the Extreme Risk Firearm Protection Order Act;

7 (3) a statement of the grounds asserted for
8 the order;

9 (4) notice of the hearing required under the
10 Extreme Risk Firearm Protection Order Act to determine whether
11 the court will issue a one-year extreme risk firearm protection
12 order, including the address of the court and the date and time
13 when the hearing is scheduled;

14 (5) a statement that at the hearing the court
15 may extend the order for one year;

16 (6) a statement that the respondent may seek
17 the advice of an attorney as to matters connected with the
18 order and that the attorney should be consulted promptly to
19 properly assist the respondent; and

20 (7) a statement that any violation of the
21 order is a misdemeanor punishable pursuant to Section 31-19-1
22 NMSA 1978.

23 F. An emergency extreme risk firearm protection
24 order shall be personally served on the respondent by a law
25 enforcement officer. If a law enforcement officer cannot

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1 personally serve the order, then a law enforcement officer may
2 serve the order in any manner directed by the court issuing the
3 order.

4 SECTION 6. [NEW MATERIAL] EX PARTE TEMPORARY EXTREME RISK
5 FIREARM PROTECTION ORDERS.--

6 A. A petitioner requesting an ex parte temporary
7 extreme risk firearm protection order shall, in the petition
8 for a one-year extreme risk firearm protection order, include a
9 sworn statement with detailed allegations based on personal
10 knowledge that the respondent poses an immediate danger of
11 causing personal injury to self or others by having in his or
12 her custody or control, purchasing, possessing or receiving a
13 firearm or ammunition.

14 B. A district court shall immediately issue an ex
15 parte temporary extreme risk firearm protection order if the
16 court finds that there is probable cause to believe that the
17 respondent poses an immediate danger of causing personal injury
18 to self or others by having custody, control or possession of a
19 firearm or ammunition.

20 C. If an ex parte temporary extreme risk firearm
21 protection order is granted, the court shall:

22 (1) cause the ex parte temporary extreme risk
23 firearm protection order along with notice of a hearing to be
24 served immediately on the respondent;

25 (2) cause a notice of hearing for a one-year

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1 extreme risk firearm protection order to be served immediately
2 on the respondent; and

3 (3) conduct a hearing within fifteen days of
4 the issuance of the ex parte temporary extreme risk firearm
5 protection order to determine if a one-year extreme risk
6 firearm protection order shall be issued pursuant to Section 7
7 of the Extreme Risk Firearm Protection Order Act. A respondent
8 may seek an extension of the hearing date at any time before
9 the hearing; provided that the ex parte temporary extreme risk
10 firearm protection order shall automatically be extended for
11 any extension of time granted the respondent.

12 D. If an ex parte temporary extreme risk firearm
13 protection order is not granted, the court shall serve notice
14 to appear upon the parties and hold a hearing on the petition
15 for an extreme risk firearm protection order pursuant to
16 Section 7 of the Extreme Risk Firearm Protection Order Act
17 within ten days of the denial of the ex parte temporary extreme
18 risk firearm protection order; provided that if notice of
19 hearing cannot be served within seventy-two hours of issuance,
20 the emergency extreme risk firearm protection order will be
21 automatically extended for seventy-two hours. A petitioner may
22 seek an extension of time before the hearing.

23 E. The court shall consider petitions for ex parte
24 temporary extreme risk firearm protection orders on the same
25 day the petition is submitted to the court, unless the petition

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1 is filed too late in the day to permit effective review, in
2 which case the order shall be issued or denied before the end
3 of the next business day.

4 F. An ex parte temporary extreme risk firearm
5 protection order issued by the court shall include:

6 (1) a statement that the respondent shall not
7 have custody or control of, purchase, possess or receive or
8 attempt to purchase or receive a firearm or ammunition while
9 the order is in effect;

10 (2) a description of the requirements for
11 relinquishment of firearms and ammunition under the Extreme
12 Risk Firearm Protection Order Act;

13 (3) a statement of the grounds asserted for
14 the order;

15 (4) notice of the hearing required under the
16 Extreme Risk Firearm Protection Order Act to determine whether
17 the court will issue a one-year extreme risk firearm protection
18 order, including the address of the court and the date and time
19 when the hearing is scheduled;

20 (5) a statement that at the hearing the court
21 may extend the order for one year;

22 (6) a statement that the respondent may seek
23 the advice of an attorney as to matters connected with the
24 order and the attorney should be consulted promptly to properly
25 assist the respondent; and

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1 (7) a statement that any violation of the
2 order is a misdemeanor punishable pursuant to Section 31-19-1
3 NMSA 1978.

4 G. An ex parte temporary extreme risk firearm
5 protection order shall be personally served on the respondent
6 by a law enforcement officer. If a law enforcement officer
7 cannot personally serve the order, then a law enforcement
8 officer may serve the order in any manner directed by the court
9 issuing the order.

10 SECTION 7. [NEW MATERIAL] ONE-YEAR EXTREME RISK FIREARM
11 PROTECTION ORDERS.--

12 A. A petitioner requesting a one-year extreme risk
13 firearm protection order shall include in the petition detailed
14 allegations based on personal knowledge that the respondent
15 poses a significant danger of causing personal injury to self
16 or others by having in the respondent's custody or control,
17 purchasing, possessing or receiving a firearm or ammunition.

18 B. Before issuing a one-year extreme risk firearm
19 protection order, the court shall ensure that reasonable
20 efforts have been made to conduct a search through existing
21 databases available to the court for:

22 (1) criminal history records related to the
23 respondent; and

24 (2) civil orders of protection or restraining
25 orders related to the respondent.

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1 C. In determining whether to issue a one-year
2 extreme risk firearm protection order under this section, the
3 court shall consider all relevant information presented by the
4 petitioner and shall also consider other relevant information,
5 including information relating to any:

6 (1) act or threat of violence against one's
7 self or another, whether or not involving a firearm;

8 (2) unlawful, reckless or negligent use,
9 display, storage, possession or brandishing of a firearm;

10 (3) violation of an order of protection issued
11 pursuant to the Family Violence Protection Act, a civil
12 harassment restraining order or a similar law in another state;

13 (4) misuse of controlled substances or alcohol
14 or any arrest for a criminal offense that involves controlled
15 substances or alcohol; or

16 (5) the recent acquisition of a firearm,
17 ammunition or other deadly weapon.

18 D. If the court finds by a preponderance of the
19 evidence at the hearing that the respondent poses a significant
20 danger of personal injury to self or others by having custody
21 or control, purchasing, possessing or receiving a firearm or
22 ammunition, the court shall issue a one-year extreme risk
23 firearm protection order.

24 E. The court shall dissolve any emergency or ex
25 parte temporary extreme risk firearm protection order in effect

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1 against the respondent when the court grants or denies a
2 one-year extreme risk firearm protection order.

3 F. A one-year extreme risk firearm protection order
4 shall include:

5 (1) a statement that the respondent shall not
6 have custody or control of, purchase, possess or receive or
7 attempt to purchase or receive a firearm or ammunition while
8 the order is in effect;

9 (2) a description of the requirements for
10 relinquishment of firearms and ammunition under the Extreme
11 Risk Firearm Protection Order Act;

12 (3) a statement of the grounds for the order;

13 (4) the date and time the order expires;

14 (5) the address of the court that issued the
15 order;

16 (6) a statement that the respondent shall have
17 the right to request one hearing to terminate the order at any
18 time during its effective period;

19 (7) a statement that the respondent may seek
20 the advice of an attorney as to any matter connected with the
21 order; and

22 (8) a statement that violation of any
23 provision of the order is a misdemeanor punishable pursuant to
24 Section 31-19-1 NMSA 1978.

25 G. If the respondent fails to appear at the

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1 hearing, a one-year extreme risk firearm protection order
2 issued pursuant to this section shall be personally served on
3 the respondent by a law enforcement officer. If a law
4 enforcement officer cannot personally serve the order, then a
5 law enforcement officer may serve the order in any manner
6 directed by the court issuing the order.

7 SECTION 8. [NEW MATERIAL] TERMINATION OF ONE-YEAR EXTREME
8 RISK FIREARM PROTECTION ORDERS.--

9 A. A respondent to a one-year extreme risk firearm
10 protection order issued under Section 7 of the Extreme Risk
11 Firearm Protection Order Act may submit one written request for
12 a hearing to terminate the order at any time during the
13 effective period of the order.

14 B. Upon receipt of the request for termination, the
15 court shall set a date for a hearing. Notice of the request
16 shall be served on the petitioner. The hearing shall occur no
17 sooner than fourteen days and no later than thirty days from
18 the date of service of the request upon the petitioner.

19 C. The respondent seeking termination of the one-
20 year extreme risk firearm protection order shall have the
21 burden of proving by a preponderance of the evidence that the
22 respondent does not pose a significant danger of causing
23 personal injury to self or others by having custody or control
24 of, purchasing, possessing or receiving a firearm or
25 ammunition.

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1 D. If the court grants the respondent's request,
2 the court shall terminate the order.

3 SECTION 9. [NEW MATERIAL] EXTENSION OF ONE-YEAR EXTREME
4 RISK FIREARM PROTECTION ORDERS.--

5 A. A petitioner may request extension of a one-year
6 extreme risk firearm protection order at any time within the
7 three months before the expiration of the order.

8 B. Upon receipt of the request for extension, the
9 court shall set a date for a hearing. Notice of the request
10 shall be served on the respondent. If a petition to extend an
11 order is filed within fourteen days prior to the expiration of
12 a one-year extreme risk firearm protection order, the court
13 shall set a hearing to occur as soon as is practicable. If the
14 court is unable to set a hearing on the petition to extend the
15 extreme risk firearm protection order before the expiration of
16 the one-year order, the court may extend the one-year order for
17 thirty days or until the date of the hearing, whichever occurs
18 first.

19 C. A court may, after notice and hearing, extend a
20 one-year extreme risk firearm protection order if the court
21 finds by a preponderance of the evidence that the respondent
22 continues to pose a significant danger of causing personal
23 injury to self or others by having in custody or control,
24 purchasing, possessing or receiving a firearm or ammunition.

25 D. In determining whether to extend a one-year

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1 extreme risk firearm protection order issued under this
2 section, the court shall consider all relevant information
3 presented by the petitioner and may also consider other
4 relevant information, including information related to the
5 facts identified in Subsection C of Section 7 of the Extreme
6 Risk Firearm Protection Order Act.

7 E. A one-year extreme risk firearm protection order
8 extended pursuant to this section shall expire one year from
9 the date of the order granting the extension, subject to
10 termination by further order of the court at a hearing held
11 pursuant to Subsection B of this section.

12 SECTION 10. [NEW MATERIAL] RELINQUISHMENT OF FIREARMS AND
13 AMMUNITION.--

14 A. Upon issuance of any extreme risk firearm
15 protection order and a finding of probable cause that the
16 respondent has custody or control of, owns or possesses a
17 firearm or ammunition, the court shall issue, and there shall
18 be executed, a search warrant describing the firearm or
19 ammunition and authorizing a search of the location where the
20 firearm or ammunition is reasonably believed to be and
21 authorizing the seizure of any firearm or ammunition discovered
22 pursuant to the search.

23 B. A law enforcement officer serving any extreme
24 risk firearm protection order shall request that all firearms
25 and ammunition in the respondent's custody or control or that

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1 the respondent possesses or owns be immediately relinquished.
2 The law enforcement officer shall take possession of all
3 firearms and ammunition that are relinquished, in plain sight
4 or discovered pursuant to a lawful search.

5 C. A law enforcement officer taking possession of
6 firearms or ammunition pursuant to an extreme risk firearm
7 protection order shall give to the respondent a copy of the
8 inventory of firearms and ammunition taken. Within seventy-two
9 hours of serving the respondent with the order, the law
10 enforcement officer serving the order shall file the original
11 inventory with the court that issued the extreme risk firearm
12 protection order and shall ensure that the law enforcement
13 agency retains a copy of the inventory.

14 D. When a court receives information that gives it
15 probable cause to believe a respondent has custody or control
16 of, owns or possesses firearms or ammunition that the
17 respondent failed to relinquish pursuant to this section, or
18 who has received or purchased a firearm or ammunition while
19 subject to an extreme risk firearm protection order, shall
20 issue, and there shall be executed, a search warrant describing
21 the firearm or ammunition and authorizing a search of the
22 location where the firearm or ammunition is reasonably believed
23 to be and authorizing the seizure of any firearm or ammunition
24 discovered pursuant to the search.

25 E. A law enforcement agency may not charge the

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1 respondent any fee for storing a firearm or ammunition
2 relinquished pursuant to this section for the duration of the
3 extreme risk firearm protection order and any additional
4 periods necessary to comply with the requirements of the
5 Extreme Risk Firearm Protection Order Act or as directed by the
6 court.

7 F. Evidence establishing ownership or possession of
8 a firearm relinquished or seized pursuant to this section shall
9 not be admissible as evidence in any unrelated criminal
10 proceeding.

11 SECTION 11. [NEW MATERIAL] RETURN AND DISPOSAL OF
12 FIREARMS AND AMMUNITION.--

13 A. Thirty days prior to the expiration of a one-
14 year extreme risk firearm protection order, the law enforcement
15 agency holding a firearm or ammunition relinquished pursuant to
16 the order shall notify the petitioner at the last address
17 provided to the court of the date that the order will expire.
18 The notice shall advise the petitioner of the procedures for
19 seeking an extension of the order pursuant to Section 9 of the
20 Extreme Risk Firearm Protection Order Act.

21 B. The law enforcement agency shall make a
22 firearm and ammunition available within thirty days of receipt
23 of a request from a respondent who is then currently eligible
24 to own and possess a firearm.

25 C. A respondent who has relinquished a firearm or

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1 ammunition to a law enforcement agency pursuant to the Extreme
2 Risk Firearm Protection Order Act and who does not wish the
3 firearm or ammunition returned or who is no longer eligible to
4 own or possess a firearm or ammunition may sell or transfer the
5 firearm or ammunition to a licensed firearms dealer. The law
6 enforcement agency shall not release the firearm or ammunition
7 to a licensed firearms dealer until:

8 (1) the licensed firearms dealer has displayed
9 proof that the respondent has transferred the firearm or
10 ammunition to the dealer; and

11 (2) the law enforcement agency has verified
12 the transfer with the respondent.

13 D. If a person other than the respondent claims
14 ownership of a firearm or ammunition relinquished pursuant to
15 the Extreme Risk Firearm Protection Order Act and the law
16 enforcement agency determines that the person is the lawful
17 owner of the firearm or ammunition, the firearm or ammunition
18 shall be released to that person.

19 E. A law enforcement agency holding a firearm or
20 ammunition relinquished pursuant to the Extreme Risk Firearm
21 Protection Order Act may dispose of the firearm or ammunition
22 six months from the date of proper notice to the respondent of
23 the intent to dispose of the firearm or ammunition unless the
24 firearm or ammunition is claimed by the lawful owner. If the
25 firearm or ammunition remains unclaimed after six months from

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1 the date of notice, no party may assert ownership and the law
2 enforcement agency may dispose of the firearm or ammunition.

3 F. For the purposes of this section:

4 (1) "dispose" means to destroy a firearm or
5 ammunition or to sell or transfer the firearm or ammunition to
6 a licensed firearms dealer; and

7 (2) "licensed firearms dealer" means a person
8 licensed pursuant to 18 U.S.C. Section 921, et seq.

9 SECTION 12. [NEW MATERIAL] REPORTING OF EXTREME RISK
10 FIREARM PROTECTION ORDERS.--No later than one business day
11 after a court issues, extends, dissolves or terminates an
12 emergency, ex parte temporary or one-year extreme risk firearm
13 protection order relating to an adult respondent, the
14 administrative office of the courts or other authorized entity
15 shall obtain and electronically transmit information from the
16 court proceedings relating to the respondent's eligibility to
17 receive or possess a firearm or ammunition to the federal
18 bureau of investigation's national instant criminal background
19 check system.

20 SECTION 13. [NEW MATERIAL] PENALTIES.--

21 A. A person who files a petition, provides
22 information or otherwise participates in proceedings authorized
23 by the Extreme Risk Firearm Protection Order Act shall be
24 immune from civil or criminal liability if the person acted
25 with reasonable care.

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1 B. A person who has custody or control of, owns,
2 purchases, possesses or receives a firearm or ammunition in
3 violation of an extreme risk firearm protection order is guilty
4 of a misdemeanor punishable pursuant to Section 31-19-1 NMSA
5 1978 and upon conviction shall be prohibited under state law
6 from having custody or control of, owning, purchasing,
7 possessing or receiving or attempting to purchase or receive a
8 firearm or ammunition for a period of five years from the date
9 of conviction.

10 SECTION 14. [NEW MATERIAL] SAFE STORAGE OF FIREARMS.--

11 A. A person who has custody of, controls or
12 possesses a firearm and who resides with a respondent subject
13 to an extreme risk firearm protection order issued under the
14 Extreme Risk Firearm Protection Order Act or the laws of
15 another state shall safely secure the firearm by:

16 (1) locking the firearm in a secure gun
17 storage or rendering the firearm inoperable by the use of a
18 safety device; or

19 (2) having the firearm on the person or in
20 close proximity so that the firearm is readily accessible for
21 use by the person and is not readily accessible by the
22 respondent.

23 B. A person who violates this section is guilty of
24 a misdemeanor.

25 SECTION 15. Section 29-19-4 NMSA 1978 (being Laws 2003,
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1 Chapter 255, Section 4, as amended) is amended to read:

2 "29-19-4. APPLICANT QUALIFICATIONS.--

3 A. The department shall issue a concealed handgun
4 license to an applicant who:

5 (1) is a citizen of the United States;

6 (2) is a resident of New Mexico or is a member
7 of the armed forces whose permanent duty station is located in
8 New Mexico or is a dependent of such a member;

9 (3) is twenty-one years of age or older;

10 (4) is not a fugitive from justice;

11 (5) has not been convicted of a felony in New
12 Mexico or any other state or pursuant to the laws of the United
13 States or any other jurisdiction;

14 (6) is not currently under indictment for a
15 felony criminal offense in New Mexico or any other state or
16 pursuant to the laws of the United States or any other
17 jurisdiction;

18 (7) is not otherwise prohibited by federal law
19 or the law of any other jurisdiction from purchasing or
20 possessing a firearm;

21 (8) has not been adjudicated mentally
22 incompetent or committed to a mental institution;

23 (9) is not addicted to alcohol or controlled
24 substances; [and]

25 (10) has satisfactorily completed a firearms

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1 training course approved by the department for the category and
2 the largest caliber of handgun that the applicant wants to be
3 licensed to carry as a concealed handgun; and

4 (1) is not subject to an extreme risk firearm
5 protection order issued pursuant to the Extreme Risk Firearm
6 Protection Order Act.

7 B. The department shall deny a concealed handgun
8 license to an applicant who has:

9 (1) received a conditional discharge, a
10 diversion or a deferment or has been convicted of, pled guilty
11 to or entered a plea of nolo contendere to a misdemeanor
12 offense involving a crime of violence within ten years
13 immediately preceding the application;

14 (2) been convicted of a misdemeanor offense
15 involving driving while under the influence of intoxicating
16 liquor or drugs within five years immediately preceding the
17 application for a concealed handgun license;

18 (3) been convicted of a misdemeanor offense
19 involving the possession or abuse of a controlled substance
20 within ten years immediately preceding the application; or

21 (4) been convicted of a misdemeanor offense
22 involving assault, battery or battery against a household
23 member.

24 C. Firearms training course instructors who are
25 approved by the department shall not be required to complete a

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1 firearms training course pursuant to Paragraph (10) of
2 Subsection A of this section."

3 SECTION 16. EFFECTIVE DATE.--The effective date of the
4 provisions of this act is July 1, 2020.

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*Agenda Item
No. 11-D*

County Commission

Kevin McCall
Commissioner
District 1

Ryan Schwebach
Chair
Commissioner
District 2

Javier E. Sanchez
District 3



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

County Manager
Wayne Johnson

Deputy County Manager
Janice Barela

County Attorney
John Butrick

Road Superintendent
Leonard Lujan

Executive Assistant
Charmen Padilla

February 4, 2020

Robert Young
New Mexico Department of Transportation
Asset Management & Planning Division, SB-2
P.O. Box 1149
Santa Fe, New Mexico 87504-1149

Re: Mileage for County Designated Roadways for Maintenance

Dear Mr. Young,

Enclosed in pursuant to the 1990 Legislature amended Section 66-6-23 NMSA 1978 being Laws 1987, Chapter 347 Section 22 Resolution #04 for all Torrance County designated roadways for maintenance with an estimated mileage for gravel roads at 851.502 miles and chip seal roads at 85.195 miles. Estimated total of 936.697 miles.

Enclosed also is a data disk and hard copy of the updated list of each county designated roadway for maintenance listed by road name and or number (in alpha-numeric order), route description with the beginning and ending termini, total length of each roadway, surface type, an estimated total mileage for the entire submittal, and a county road map, all in accordance with the provisions set forth by the Board of the County Commission.

The Road Department as of January 1, 2004 has begun their own Global Positioning System (GPS) on county maintained roadways. Their goal is to have this project completed in the near future. The Global Positioning System (GPS) records done by the Rural Addressing Department is for the 911 systems and does not always provide accurate and or up to date records on county designated maintained roadways.

The County designated roadways for maintenance are indicated in brown on the enclosed (2013) county road map. This is the only road map the Road Department has at this time. Any changes that have occurred on this map are on the data disk and or hard copy enclosed.

If any further documentation is necessary to allow us to comply, please feel free to call contact person Leonard Lujan at (505) 544-4667 in the Torrance County Road Department Office.

Respectfully,

Ryan Schwebach
Commission Chair

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

RESOLUTION of Annual Certified County Maintained Mileage.

WHEREAS, the Torrance County Commission does hereby accept Public Roads to be maintained in conformance with Section 66-6-2 NMSA 1978: and

WHEREAS, the enclose data disk and hard copy will provide an alpha-numeric listing of each county maintained road. a route description with beginning and ending termini, and total length of each roadway and surface type. a total mileage of 936.697 for the entire submittal and a 2013 road map all in accordance with the provisions set forth by the Torrance Board of County Commission: and

WHEREAS, total miles maintained within Torrance County are subject to change: and 95% percent of roads indicated by the symbol of brown ink on the road map are considered county maintained and will signify school routes in same cases: and

WHEREAS, all roads listed in their description are so approved by the Torrance County Commission.

NOW, THEREFORE BE IT RESOLVED: a copy of foregoing resolution and mileage list be included in the minutes of the Board of County Commissioners of Torrance as a permanent record.

DONE THIS ___ DAY OF _____, 2020.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

County Attorney Date

Ryan Schwebach, Chair

CONTINUATION PAGE 2, RESOLUTION NO. _____
RESOLUTION TITLE

1 Kevin McCall, Member

2 _____
3 Javier Sanchez, Member

4 **ATTEST:**

5 _____
6 Linda Jaramillo, County Clerk

7
8 Date: _____

TORRANCE COUNTY MAINTAINED ROUTE DESCRIPTION FOR 2016-2017 FOR ANNUAL CERTIFIED MAINTAINED MILEAGE REPORT

Chip Seal Mileage	Route Name	Route #	Beginning Termini	Ending Termini	MILEAGE Length of Maintained (Gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Mileage Breakdown Chipseal/Gravel (per Roadway)
4,360	Ewing Road	A001	Torreon S on NM55 4.36 Miles, proceed E	Hwy 542	0.000	16' - 20'	1	GPS NMSHTD & TCRD	Gravel 65 miles- 10/28/2004, Chipseal 4.36 miles- 8/2007, Chipseal Relift 4.36 miles-09/2012, Fogseal- 11/2013
	Miles Road	A002	Junction A001, proceed N	Deadend	0.179	16' - 20'	2	2009 GPS TCRD	
2,000	Ten Pines Road W	A003	Torreon on NM55 S 3.34 miles to CR A003, W (1.57) N (1.05)	Deadend	0.620	16' - 20'	1 & 2	July 2004 GPS TCRD	Chipseal 1 mile- 09/18/2003, Gravel 2.37 miles- Chipseal 4.75 miles 08/08/2008, Patchwork- 12/2007
	Downing St.	A003 S	Junction A003, proceed S	Deadend	0.090	16' - 20'	2	2004 GPS TCRD	
0,800	Los Pinetos Road	A004	Torreon S on NM55 3.34 miles, (CR A003), W then N 2.07 miles, proceed E	Deadend	0.000	16' - 20'	1	July 2004 GPS TCRD	Chipseal 1 mile- 09/24/2003, Gravel 4 miles- 08/08/2008, Patchwork- 12/2007

Chip Seal Mileage	Route Name	Route #	Beginning Termini	Ending Termini	Milage Length of Maintained (gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Milage Breakdown Chipseal/Gravel (per Roadway)
	4th of July Road	A013	Junction HWY55, proceed NW	Forest Road Endlig	5.469	16' - 20'	2	2009 GPS TCRD	Chipseal 17 / .16 miles-
0.330	Rancho Seco Road	A014	Town of Torreon Junction NMS5, CR A014 to SE	Deadend	0.940	16' - 20'	1 & 2	July 2004 GPS TCRD	06/09/2004, 11/2013, Gravel .78 miles
1.180	Camino Del Norte Road	A015	Junction HWY55, proceed N	County Road A019	0.920	16' - 20'	1 & 2	GPS NMSHTD & TCRD	Chipseal .68-.50miles- 08/09/2006- 08/10/2006, 11/2013, Gravel .92 miles
	Camino Del Ray Road	A018	Junction A015, proceed E	HWY337	1.750	16' - 20'	2	GPS NMSHTD & TCRD	Graveled 06/03/2006- 05/2006, 07/10/2006, 07/11/2006, 07/12/2006, 07/13/2006, 1.75 miles
	Sanchez Road	A019	Junction A015, proceed W	Deadend	1.600	16' - 20'	2	GPS NMSHTD & TCRD	
	La Para Road	A020	Junction HWY337, proceed W/N, Junction HWY337 proceed E	Deadend	2.178	16' - 20'	2	2009 GPS TCRD	
	Camino Del Norte Road	A021	Junction A019, proceed N	County Road A020	1.600	16' - 20'	2	GPS NMSHTD & TCRD	
	Luna Road	A022	Junction HWY337, proceed E/N	Deadend	2.141	16' - 20'	2	2009 GPS TCRD	
	La Trencherita Road	A025	Estancia S NMA41 6.04 miles, W NMS42 2.0 miles, proceed N	Deadend	0.495	16' - 20'	2	2009 GPS TCRD	

Chip Seal Mileage	Route Name	Route #	Beginning Termini	Ending Termini	Mileage Length of Maintained (gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Mileage Breakdown Chipseal/Gravel (per Roadway)
	Riley Road North	A027 N	Junction HWY542, proceed N cross HWY55, Proceed N/E/N	Deadend	1.150	16' - 20'	2	2004 GPS TCRD	
5.970	Riley Road North	A027 S	Estancia NM41, NMS5, Proceed W 7.5 miles, CR A027 S	HWY542	0.000	16' - 20'	1	July 2004 GPS TCRD	Chipseal 5.97 miles- 07/11/2001, 10/30/2001, 04/24/2002, 06/28/2002—Chipseal 1
	Forgotton Road - Arroyo De Tajique	A028	Estancia NM41, NMS5, proceed S .66 miles- CR A027 - W .28 miles	Deadend	0.280	16' - 20'	2	July 2004 GPS TCRD	Graveled .33 miles- 11/28/2005
	Soloman Road	A029	Estancia NM41 S 6.04 miles, W NMS42 .5.99 miles, proceed N	Deadend	1.420	16' - 20'	2	July 2004 GPS TCRD	
	Ranch of Meadows Road	A030	Junction HWY55, proceed S	County Road A032	3.100	16' - 20'	2	2009 GPS TCRD	

Chip Seal Milage	Route Name	Route #	Beginning Termini	Ending Termini	Milage Length of Maintained (Gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Milage Breakdown Chipseal/Gravel (per Roadway)
	Langley Road	A032	Junction Hwy41, proceed W	County Road A027	7.987	16' - 20'	2	2009 GPS TCRD	Graveled 2.0 miles- 12/05/2006, 12/06/2006, 12/07/2006
	Black Cow Road Watson	A033	Estancia NIM41 S 6.04 miles, W NMS42, 4.99 miles, proceed N	Deadend	0.490	16' - 20'	2	July 2004 GPS TCRD	
	Mini Road	A034	Junction A036, proceed E	County Road A041	1.238	16' - 20'	2	2009 GPS TCRD	
	Ness Farms Road	A035	Junction A036, proceed E	County Road A041	1.190	16' - 20'	2	2009 GPS TCRD	
	Akin Farm Road	A036	Estancia S NIM41 6.04 miles, W NMS42 3.99 miles, proceed N	County Road A032	3.100	16' - 20'	2	2009 GPS TCRD	
	Howell Road W	A038 W	Junction HWY41, proceed W	County Road A044	5.350	16' - 20'	2	2009 GPS TCRD	Graveled .5 miles- 12/2012
	Metzger Road S	A039 S	Junction HWY55, proceed S	County Road A032	3.000	16' - 20'	2	2009 GPS TCRD	
	Metzger Road N	A039 N	Junction HWY55, proceed N	County Road A051	1.100	16' - 20'	2	2009 GPS TCRD	
	Estol Road	A040	Junction SA041, proceed E	County Road A039	1.200	16' - 20'	2	2009 GPS TCRD	
	Spangler Road S	A041 S	Junction HWY55, proceed S	HWY542	5.999	16' - 20'	2	2009 GPS TCRD	Graveled 3 miles- 11/2007
	Spangler Road N	A041 N	Junction Hwy55, proceed N	County Road A051	0.998	16' - 20'	2	2009 GPS TCRD	

Chip Seal Mileage	Route Name	Route #	Beginning Termini	Ending Termini	Milage Length of Maintained (Gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Milage Breakdown Chipseal/Gravel (per Roadway)
1.000	County View Ln.	A042 S	Junction HWY 55, proceed S	County Road A042E	0.000	16' - 20'	1	2004 GPS TCRD-- RE GPS 2009 TCRD	Chipseal 1.0 miles- 07/10/2003, chipseal 1.0 miles- 10/2012 reftt
0.460	Valdez Road	A042 W	Junction A042S, proceed W	HWY55	0.070	16' - 20'	1 & 2	2004 GPS TCRD-- RE GPS 2009 TCRD	Chipseal .46 miles- 07/10/2003, Gravel .07 miles, chipseal reftt .46 miles- 10/2012
	Bluegrass Road S	A043 S	Junction HWY55, proceed S	Deadend	1.117	16' - 20'	2	2009 GPS TCRD	Graveled 1.08 miles- 10/11/2006,10/12/006, 10/17/2006
	Bluegrass Road N	A043 N	Junction NM55, proceed N	County Road A046 W	2.300	16' - 20'	2	2009 GPS TCRD	Graveled .4 miles- 03/20/2007, 03/24/2007
	Peacock Road	A044	NM55, proceed N	County Road A072	8.110	16' - 20'	2	2009 GPS TCRD	
	Jill Road N	A045 N	Estancia S NM41 6.04 miles, W NM542 9.94 miles, proceed N	County Road A005	0.994	16' - 20'	2	2009 GPS TCRD	
	Myers Road W	A046 W	Junction HWY41, proceed W	County Road A044	5.342	16' - 20'	2	2009 GPS TCRD	
	Myers Road E	A046 E	Junction HWY41, proceed E	Deadend	0.649	16' - 20'	2	2009 GPS TCRD	
	Berkshire Road	A047	Junction HWY 41, proceed E	Deadend	5.948	16' - 20'	2	2009 GPS TCRD	
	West Williams Road	A048	Junction A048N, proceed E	Estancia City Limits	0.710	16' - 20'	2	2004 GPS TCRD	

Chip Seal Mileage	Route Name	Route #	Beginning Termini	Ending Termini	Milage Length of Maintained (Gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Milage Breakdown Chipseal/Gravel (per Roadway)
	Lori Lane	A048 N	Junction A048N, proceed N	County Road A051	0.560	16' - 20'	2	2004 GPS TCRD	
	Alan Ayers Road E	A049	Junction HWY41, proceed E, TOE Annex-NM41 to pavement end	Deadend (county portion)	6.880	16' - 20'	2	2005 GPS TCRD	
	Morning Star Road	A050	Junction HWY41, proceed E	Deadend	0.362	16' - 20'	2	2009 GPS TCRD	
	Alan Ayers Road W	A051 W	Junction Walker (Estancia City Limits), proceed W	County Road A044	4.539	16' - 20'	2	2009 GPS TCRD	Gravel 4.5 miles- 06/2009
	Stillbrook Lane	A051 N	Junction A051, proceed N	County Road A046	1.400	16' - 20'	2	2009 GPS TCRD	
	Lesperance Road	A052	Junction Hwy 337, proceed E	County Road A044	4.670	16' - 20'	2	2009 GPS TCRD	
	Quiet Valley Drive	A052 N	Junction A052, proceed N	Deadend	0.848	16' - 20'	2	2009 GPS TCRD	
	Chinchonte Road (AKA= Aceves Road)	A053	Junction HWY337, proceed NW	Deadend	2.995	16' - 20'	2	2009 GPS TCRD	
	Clampet Road = Vista Montana	A055	Junction HWY337, proceed E/N	County Road A044	4.154	16' - 20'	2	2009 GPS TCRD	

Chip Seal Mileage	Route Name	Route #	Beginning Termini	Ending Termini	Mileage Length of Maintained (Gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Mileage Breakdown Chipseal/Gravel (per Roadway)
	C.E. Solomon Road	A056	Junction A038, proceed N	County Road A067	1.997	16' - 20'	2	2009 GPS TCRD	Chipseal 1.09 miles- 08/07/2004, Gravel 4.59 miles- 01/2006, Chipseal 1.0 miles- 08/2007, Gravel 1.0 miles- 10/13/2010
1.000	Marshall Road Pine Grove Avenue= Paso Ranch Road	A057	Junction HWY41, proceed W	County Road A044	3.370	16' - 20'	1 & 2	2006 GPS TCRD	Gravel 1.0 mile 2013
		A058	Junction A067, proceed S	County Road A038	2.000	16' - 20'	2	2009 GPS TCRD	
	Arlene Drive	A059	Junction A067, proceed S	Darlene Dr. County Road	1.252	16' - 20'	2	2009 GPS TCRD	Gravel 1.0 mile 2013
	Marc Drive	A062	Junction A058, proceed E	County Road A151	1.520	16' - 20'	2	2009 GPS TCRD	
	Robert Drive	A064	Junction A181, proceed W	County Road A059	1.480	16' - 20'	2	2009 GPS TCRD	
	Sam Ford Road	A065	Junction A181, proceed W	County Road A069	1.000	16' - 20'	2	2009 GPS TCRD	
	Thomas Farnus Road = Howell Road E	A066 E/N	Junction HWY41, proceed E/N	Deadend	1.870	16' - 20'	2	GPS NMSHTD & TCRD	Chipseal 1.43 miles- 08/18/2004, Gravel 3.98 miles- 01/2006, Chipseal 1.4 miles- 08/2007
1.430	Ice Plant Road W	A067	Junction HWY41, proceed W	County Road A044	4.370	16' - 20'	2	2006 GPS NMSHTD & TCRD	

Chip Seal Mileage	Route Name	Route #	Beginning Termini	Ending Termini	Milage Length of Maintained (Gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Milage Breakdown Chipseal/Gravel (per Roadway)
	Ice Plant Road E	A068	Junction HWY 41, proceed E/N	Deadend	5.300	16' - 20'	2	GPS NMSHTD & TCRD	
	Irving Drive	A069	Junction A072, proceed S	County Road A038	4.000	16' - 20'	2	GPS NMSHTD & TCRD	
	Willow Lake Road W	A070	Junction HWY41, proceed W	County Road A069	1.450	16' - 20'	2	GPS NMSHTD & TCRD	
	Willow Lake Road E	A071	Junction HWY41, proceed E	County Road A071 M/S	2.500	16' - 20'	2	GPS NMSHTD & TCRD	
	Golden Valley Dr. N	A071 N	Junction A071, A071 S, proceed N	County Road A080	1.000	16' - 20'	2	2009 GPS TCRD	
	Golden Valley Dr. S	A081 S	Junction A071, A071 N, proceed S	County Road A068	1.000	16' - 20'	2	2009 GPS TCRD	
	Clements Road W	A072	Junction HWY41, proceed W	County Road A072 S	6.430	16' - 20'	2	2005 GPS TCRD-- 07/07/2005	
	Clements Road S	A072	Junction A072, proceed S	County Road A055	1.250	16' - 20'	2	2005 GPS TCRD-- 07/07/2005	
	Pauline Lane	A074	Junction A072, proceed N	Deadend	1.000	16' - 20'	2	2009 GPS TCRD	
	Fire Fly Lane	A075	Junction A072, proceed N	Deadend	1.160	16' - 20'	2	2009 GPS TCRD	
1.000	Estancia Del Norte Dr.	A076	Junction HWY41, proceed W	County Road A076 S	1.990	16' - 20'	1 & 2	2006 GPS TCRD	Gravel 1.0 miles- 2013, Chipseal 1.0 miles- 04/2014
	Chula Devista	A076 S	Junction A076, proceed S	Otero Road	1.000	16' - 20'	2	2006 GPS TCRD	
	Turf Road	A077	Junction A080, proceed N	Deadend	0.750	16' - 20'	2	2009 GPS TCRD	

Chip Seal Mileage	Route Name	Route #	Beginning Termini	Ending Termini	Mileage of Maintained (Gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Mileage Breakdown Chipseal/Gravel (per Roadway)
	El Rancho Grande Road	A078	Junction HWV41, proceed E/N	County Road A081	0.440	16' - 20'	2	2009 GPS TCRD	
	Clements Road E	A080	proceed E	Deadend	9.184	16' - 20'	2	2009 GPS TCRD	
	Calle Del Sol Road E/S	A081 E/S	Junction HWV41, proceed W	County Road A080	4.950	16' - 20'	2	2009 GPS TCRD	
	Calle Del Sol Road	A082	Junction HWV41, proceed E	Deadend	0.420	16' - 20'	2	2009 GPS TCRD	Gravel 2 miles- 05/2009
	Saline Pump Road	A083	Junction HWV41, proceed W	Deadend	5.030	16' - 20'	2	GPS NMSHTD & TCRD	
	Larsen Road	A084	Junction A087, proceed S	County Road A083	2.000	16' - 20'	2	GPS NMSHTD & TCRD	2005 Correction 2.0
	Mi Ranchito Road	A085	Junction A087, proceed S	County Road A083	2.500	16' - 20'	2	GPS NMSHTD & TCRD	
	Tammy Lane	A086	Junction A087, proceed S	County Road A103	1.000	16' - 20'	2	GPS NMSHTD & TCRD	
1.600	Pumpkin Patch Road	A087	Junction HWV41, proceed W	Deadend	1.260	16' - 20'	1 & 2	2006 GPS TCRD	Chipseal 1.6 miles- 08/14/2003, Gravel 1.26 miles- 01/2006
	Paotato Shed Road	A088	Junction Frontage Road Old 41, proceed E	Deadend	1.000	16' - 20'	2	GPS NMSHTD & TCRD	
	Mendoka Road	A089	Junction Frontage Road Old 41, proceed E	Deadend	0.508	16' - 20'	2	2009 GPS TCRD	

Chip Seal Mileage	Route Name	Route #	Beginning Termini	Ending Termini	Milage Length of Maintained (Gravel) Section	Roadway Width (in Feet)	Type of Roadway Surface	Update Descriptions 2009	Milage Breakdown Chipseal/Gravel (per Roadway)
2.250	Madrid	A090	Junction Frontage Road Old 41, proceed E	County Road A092	0.000	16' - 20'	1	2006 GPS TCRD	Chipseal 2.24 miles- 007/03/2002, Gravel .4 miles- 07/03/2002, Chipseal 2.25 miles- 08/2007
		A090 S	Junction A090, proceed S	Deadend	0.480	16' - 20'	2	2009 GPS TCRD	
	Valle Verde Road	A091 S	Junction A095, proceed S	Deadend	1.287	16' - 20'	2	2009 GPS TCRD	
	Gallo	A901 E/W	Junction A095, proceed S-E	County Road A092 N	0.310	16' - 20'	2	2009 GPS TCRD	
	Calle De Monte Road	A092	Junction Salt Mission Road, proceed E	County Road A090	0.900	16' - 20'	2	2009 GPS TCRD	
	Mescalero Avenue	A092 N	Junction A092, proceed N	County Line	0.470	16' - 20'	2	2009 GPS TCRD	
7.000	Lexco Road	A093	Junction Old 333, proceed S/W/S	County Road A095	0.000	16' - 20'	1	2006 GPS TCRD	Chipseal 9.130 miles- 06/06/2002- 05/26/2004-01/2006, City of Moriarty annex 1st 2 miles FY 2004/2005-A093 AKA Lexco chipsealed 2.5 miles
	Dean Road	A094	Junction A093, proceed N	County Road A095	1.000	16' - 20'	2	2009 GPS TCRD	

Chip Seal Mileage	Route Name	Route #	Beginning Termini	Ending Termini	MIAGE Length of Maintained (Gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Milage Breakdown Chipseal/Gravel (per Roadway)
5.780	Mc Nabh Road	A095	Junction HWY41, proceed W	County Road A171 N/S	0.360	16' - 20'	1 & 2	2006 GPS TCRD	Chipseal 3.92/.5 miles- 05/31/2001, 05/09/2002, 01/2006, 11/2011 -Gravel 2.22 miles- 05/31/2001, 09/08/2002, 01/2006, 11/2011 -Chipseal 1.84 miles-09/2007 FY 2004/2005 A095 AICA McNabh chip sealed 1.95 miles-HWY41, proceed W
	Robert Run Court	A096	Junction A135, proceed S, begins E W	Deadend -- (both ends)	0.427	16' - 20'	2	2009 GPS TCRD	
	Cayetano Road	A097	Junction Chavez Road, proceed S	Deadend E, 2nd Cattleguard	0.371	16' - 20'	2	2009 GPS TCRD	
	Springs Road	A098	Junction 222, proceed S	Deadends	0.100	16' - 20'	2	GPS NMSHTD & TCRD	
3.550	Martinez Road	A099 W	Junction A108, proceed W/N	Santa Fe County 7	6.650	16' - 20'	1 & 2	2006 GPS TCRD	Chipseal .550 miles- 08/30/2001, Gravel 6.12 miles- 01/2006, Gravel 1.0 miles- 11/2011, Chipseal 3.00 miles- 2012

Chip Seal Milage	Route Name	Route #	Beginning Termini	Ending Termini	Milage Length of Maintained (gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Milage Breakdown Chipseal/Gravel (per Roadway)
	V-Hill Road	A100	Junction A099, proceed E	County Road A104	3.108	16' - 20'	2	2009 GPS TC RD	
	Melrose Place	A101	Junction A100, proceed E	Deadend	0.343	16' - 20'	2	2009 GPS TC RD	
	Lucas - Monica- Mackanal	A102	Junction A099, proceed W 5.130 miles ends at Hummingbird	Hummingbird	0.610	16' - 20'	1 & 2	2005 GPS TC RD	Chipseal (Monica) 1.00 miles - 08/30/2001, Gravel: .61 miles, Reht 1.0 mile - 10/2014
	Dorthea Road	A103	Junction A085, proceed W	County Road A1084	2.300	16' - 20'	2	GPS NIN/SHTD & TC RD	FY 2004-2005 A102, Monica chipsealed .98 miles, Junction Community Road, proceed S

Chip Seal Mileage	Route Name	Route #	Beginning Termini	Ending Termini	Length of Maintained (gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Mileage Breakdown Chipseal/Gravel (per Roadway)
	Riverview Road	A104	Junction Old US66, proceed W	County Road A104 S	1.210	16' - 20'	2	2009 GPS TCRD	
	Stream Road	A104 S	Junction A104, proceed S	Deadend	0.340	16' - 20'	2	2009 GPS TCRD	
	Cottonwood Road	A105	Junction Old US66, proceed S	Deadend	0.500	16' - 20'	2	2009 GPS TCRD	
1.950	King Farm Road N- Thompson W-Martin Road S	A106	Frontage Road, proceed N/W/S	Frontage Road- --cattleguard	2.470	16' - 20'	1 & 2	2004 GPS TCRD	Chipseal King Farm Road 1.19 miles- 07/24/2001, Gravel .5 miles, Gravel 2.40 miles Thompson Road, Chipseal Martin Road .7 miles- 11/2007, Gravel Martin Road .7 miles- 11/2007
	Britton Road	A107	Junction A099, proceed N	Old HWY66	1.366	16' - 20'	2	2009 GPS TCRD	
0.480	Green Road	A108	Junction A099, proceed N	Old HWY66	0.000	16' - 20'	1	2009 GPS TCRD	Annex .480 City of Mortuary, Torrance County until further notice
1.000	Valley Irrigation Road	A109	Junction Abrahams, proceed N	County Line	0.000	16' - 20'	1	2009 GPS TCRD- corrected GPS 1.0 miles	Chipseal 1.0 miles- 10/13/2010
0.380	Carl Cannon Ranch Road	A110	Junction A109, proceed E	HWY41	0.000	16' - 20'	1	2009 GPS TCRD	Chipseal .35 miles- 09/15/2004
1.720	Heritage Lane	A111	Junction HWY41, proceed E	Deadend	0.000	16' - 20'	1	2006 GPS TCRD	Chipseal 1.72 miles- 05/13/2001--01/2006

Chip Seal Milage	Route Name	Route #	Beginning Termini	Ending Termini	Milage Length of Maintained (gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Milage Breakdown Chipseal/Gravel (per Roadway)
	Palomino Road----		Junction A090, proceed S	Deadend	0.498	16' - 20'	2	2009 GPS TC RD	
	Barcelona	A114	Junction A090, proceed S	Deadend	0.480	16' - 20'	2	2009 GPS TC RD	
	Lovato Road	A115	Frontage Road, proceed n 1.48 begins, proceed E	Deadend	0.565	16' - 20'	2	2009 GPS TC RD	
	Ford Ranch Road	A121	Frontage Road, proceed N/W/N/W	Deadend	3.756	16' - 20'	2	2009 GPS TC RD	
	Rancho De Tapia Road	A122	Junction A124, proceed E	County Road A125	3.800	16' - 20'	2	2009 GPS TC RD	
	Pecos Road E/W/S	A123	Junction E Martinez, proceed S/W/S/E	Deadend	2.000	16' - 20'	2	2009 GPS TC RD	
	Hondo Lane	A124	Junction E Martinez, A124, proceed E/S	Deadend	0.560	16' - 20'	2	2009 GPS TC RD	
	Skoal Road E/Levi Garret Dr. S	A124 E	RE: S A182	N/A	3.220	16' - 20'	2	2009 GPS TC RD	
	Casa Del Sol Road	A125	Junction Frontage Road, proceed N	Deadend	1.320	16' - 20'	2	2009 GPS TC RD	
	Pueblo Road N/S	A126							

FY 2004, 2005 A111
Heritage Lane
Chipsealed 1.5 miles,
Start Junction Salt
Mission Trail (Q1D41),
proceed E

Chip Seal Milage	Route Name	Route #	Beginning Termini	Ending Termini	Milage Length of Maintained (gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Milage Breakdown Chipseal/Gravel (per Roadway)
0.170	Juanito Avenue N	A127 N	Junction A090, proceed N	Deadend	0.200	16' - 20'	1 & 2	2005 GPS TCRD	Chipseal .18 miles, Gravel .99 miles
0.240	Juanito Avenue S	A127 S	Junction A090, proceed S/E	Deadend	0.000	16' - 20'	1 & 2	2006 GPS TCRD	Chipseal Juanita S .24 miles
	Seville E	A127 E	Junction A090, proceed N		0.490	16' - 20'	1 & 2	2009 GPS TCRD	Gravel Seville E .254
	Lucy Trail	A128	Junction US HWY60, proceed N	County Road C057	4.330	16' - 20'	2	GPS NMSHTD & TCRD	
	Corrie Drive	A129	Estancia S, NM41 3.0 miles, porceed W	Deadend	2.000	16' - 20'	2	2009 GPS TCRD	
2.770	Cedar Lane	A130	Junction A093, proceed W	Deadend	0.000	16' - 20'	1	2006 GPS TCRD	Chipseal 2.77 miles- 04/23/2001, 01/2006, 07/25/2006, Patchwork 12/2007, Relift 1.0 miles 10/2014
	Wyre Ranch	A131	HWY41, proceed 7.0 miles E, proceed SE	Deadend	4.000	16' - 20'	2	2009 GPS TCRD	
2.010	Indian Hills Road	A132	Junction A093 Lexco, proceed W/N/W	Pavement Ending	0.000	16' - 20'	1	2006 GPS TCRD 2004 GPS TCRD	Chipseal 2.01 miles- 05/08/2003, 01/2006- Relift 09/2001
0.240	Cedar Hill Lane	A133	Junction A032, proceed N	Cedar Lane Dr	0.000	16' - 20'	2	2004 GPS TCRD (beginning / Ending Termini)	Chipseal .24 miles- 05/08/2003

Chip Seal Milage	Route Name	Route #	Beginning Termini	Ending Termini	Milage Length of Maintained (Gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Milage Breakdown Chipseal/Gravel (per Roadway)
	Otero Road	A134	Fronatge Road Old HWV41, proceed E	Deadend	1.000	16' - 20'	2	2009 GPS TCRD	
	Rebecca Road N	A135 N	Junction A095, proceed N	Deadend	0.478	16' - 20'	2	2009 GPS TCRD	
	Rebecca Road s	A135 S	Junction A095, proceed S	Country Road A096	0.279	16' - 20'	2	2009 GPS TCRD	
	Cole Road	A137	Junction A083, proceed N	Deadend	0.610	16' - 20'	2	07/01/2004 GPS 2 NMSHTD & TCRD	
	Tequila Court	A140	Torreon Hwy55 S 1.97 miles, E. 7 miles, N	Deadend	0.700	16' - 20'	2	06/2004 GPS TCRD	
	Sophomore Drive	A142	Junction A099, proceed S	Deadend	0.650	16' - 20'	2	2009 GPS TCRD	
	Terry Lane S	A143 S	Junction A070, proceed S	Deadend	0.370	16' - 20'	2	2009 GPS TCRD	
	Albert Drive	A144 N	Junction A070, proceed N/W	Country Road A069	0.720	16' - 20'	2	2007 GPS TCRD	
	Justin Drive	A144 S	Junction A070, proceed S/E/N	Country Road A070	1.000	16' - 20'	2	2007 GPS TCRD	
	Periwinkle	A145	Junction A071, proceed S	Country Road A068	1.000	16' - 20'	2	2009 GPS TCRD	
	Mi Ranchito Road S	A147 S	Junction A147, proceed S	Country Road A083	0.500	16' - 20'	2	2009 GPS TCRD	
	Shondale Lane	A147 W	Junction HWV41, proceed W	A0147 N	0.480	16' - 20'	2	2009 GPS TCRD	
	Snowdrift	A148	Junction A090, proceed S	Deadend	0.500	16' - 20'	2	2009 GPS TCRD	

Chip Seal Mileage	Route Name	Route #	Beginning Termini	Ending Termini	Mileage Length of Maintained (Gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Mileage Breakdown Chipseal/Gravel (per Roadway)
	Mulberry Road N	A149 N	Junction A081, proceed, N	Deadend	1.030	16' - 20'	2	2009 GPS TCRD	
	Clara Lane	A151	Junction A067, proceed S	Darlene Dr.	1.250	16' - 20'	2	2009 GPS TCRD	
	Woe Ranch Road	A154	State HWY41, proceed E	Deadend	3.203	16' - 20'	2	2009 GPS TCRD	
	11 Bar Ranch Road	A155	Junction A093, proceed W	Deadend	0.089	16' - 20'	2	2009 GPS TCRD	
	Pinto Road	A156	Junction A093, proceed W	Deadend	0.518	16' - 20'	2	2009 GPS TCRD	
	Placatas Drive W	A157	Junction A125, proceed W	Deadend	0.600	16' - 20'	2	2009 GPS TCRD	
	Dilbert/Dillion	A158	Junction A159, proceed E/N	Deadend	0.416	16' - 20'	2	2009 GPS TCRD	
	Paseo Poniente	A159	Junction A111, proceed N	E Martinez	1.500	16' - 20'	2	2009 GPS TCRD	
	Stagecoach N	A160 N	E Martinez, proceed N	I-40	0.500	16' - 20'	2	2009 GPS TCRD	Patchwork 12/2007
2.000	Stagecoach S	A161 S	E Martinez, proceed S	County Road A112	0.500	16' - 20'	1 & 2	2009 GPS TCRD	Chipseal 2.0 miles- 08/08/2002, Gravel .5 miles
0.470	Santa Fe Trail	A164	Junction A111, proceed N	Circle	0.000	16' - 20'	1	2006 GPS TCRD-- 1 2009 RE GPS TCRD	Chipseal .47 miles- 09/15/2004, 01/2006
0.297	Circle Drive	A165	Junction A164, Proceed in a Circle	A164	0.000	16' - 20'	1	2004 GPS TCRD, 1 2009 RE GPS TCRD	Chipseal .297 miles- 09/15/2004

Chip Seal Mileage	Route Name	Route #	Beginning Termini	Ending Termini	Mileage Length of Maintained (Gravel) Section	Roadway Width (in Feet)	Type of Roadway Surface	Update Descriptions 2009	Mileage Breakdown Chipseal/Gravel (per Roadway)
0.120	Cobblestone Road W	A165 W	Circle, proceed W	Santa Fe Trail	0.000	16' - 20'	1	2004 GPS TCRD, 1 2009 RE GPS TCRD	Chipseal .120 miles- 09/15/2004
0.110	Cobblestone Road E	A165 E	Circle proceed E	Longhorn Trail	0.000	16' - 20'	1	2004 GPS TCRD, 1 2009 RE GPS TCRD	Chipseal .110 miles- 09/15/2004
2.060	Echo Ridge Road	A167	Junction County Road A111, proceed S/E/S/E/S/E	Deadend	0.000	16' - 20'	1	2009 GPS TCRD	Chipseal 2.06 miles- 05/16/2001, Chipseal Echo Ridge Road (second penetration) 2.1 miles, A111 Heritage, proceed S
	Blast Road	A168	Junction A083, proceed N	Deadend	0.700	16' - 20'	2	07/01/2004 GPS 2 NMSHTD & TCRD	
	Shannon Drive	A170	Junction A095, A171 N, proceed W	County Road A173	0.249	16' - 20'	2	2009 GPS TCRD	
	Magic Mist Road N	A171 N	Junction A095, A171 S, proceed N	County Road A172	0.436	16' - 20'	2	2009 GPS TCRD	
	Magic Mist Road S	A171 S	Junction A095, A171 N, proceed S	Deadend	0.678	16' - 20'	2	2009 GPS TCRD	
	Onecimo Drive	A172	Junction A171 N, proceed W	Deadend	0.236	16' - 20'	2	2009 GPS TCRD	
	Casper Court	A173	Junction A170, proceed S	Deadend	0.991	16' - 20'	2	2009 GPS TCRD	
	Phelps Road	A174	Junction A171 S, proceed W	County Road A173	0.252	16' - 20'	2	2009 GPS TCRD	

Chip Seal Milage	Route Name	Route #	Beginning Termini	Ending Termini	Milage Length of Maintained (Gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Milage Breakdown Chipseal/Gravel (per Roadway)
	Dustin Road	A175	Junction A171 S, proceed W	County Road A173	0.252	16' - 20'	2	2009 GPS TCRD	
0.250	Sarah Lane	A176	Cedar Ln. Drive, proceed S	County Road A132	0.000	16' - 20'	1	2005 GPS TCRD Beginning-Ending 1 Termini	Chipseal .25 miles- 05/08/2009, 01/2006
0.240	Simpson Drive	A177	Cedar Ln. Drive, proceed S	County Road A132	0.000	16' - 20'	1	2006 GPS TCRD Beginning-Ending 1 Termini	Chipseal .24 miles- 05/08/2009, 01/2006
	Butler Road	A178	Torreon NMS5, CR A011 E 1.75 miles, proceed S	Deadend	0.380	16' - 20'	2	2004 GPS TCRD	
	Butler Road/Bullvard	A179	Torreon NMS5, CR A011 E 1.74 miles, proceed N	Deadend	0.360	16' - 20'	2	2004 GPS TCRD	
	Teeter Court	A180	Junction A100, proceed S	Windhaven Ln County Road A057	0.460	16' - 20'	2	2009 GPS TCRD	Gravel .45 miles 06/2009
	Mary Lane S	A181 S	Junction A067, proceed S		1.200	16' - 20'	2	2009 GPS TCRD	
	Casa Del Sol Road	A182	E Martinez, proceed S, E Martinez, proceed N	Deadend	3.543	16' - 20'	2	2009 GPS TCRD	

Total:

59.177

Total:

288.186

Chip Seal Mileage	Route Name	Route #	Beginning Termini	Ending Termini	Length of Maintained (Gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Mileage Breakdown Chipseal/Gravel (per Roadway)
	Chupadero Road	B001	SW Corner of County, proceed S	Deadend	6.000	16' - 20'	2	2006 GPS TCRD	
	Marty Road	B004	Junction US HWY60, proceed S	Deadend	4.180	16' - 20'	2	2006 GPS TCRD	
	Abso Ruins Road	B005	Junction US HWY60, proceed N	Deadend	1.450	16' - 20'	2	2006 GPS TCRD	
	Camino De Aragon Road	B006	US HWY60, proceed N/W/N	Deadend	2.400	16' - 20'	2	2006 GPS TCRD & 2 TCRD	
	Caster Ranch Road	B007	Junction HWY55, proceed S	Deadend	3.000	16' - 20'	2	2006 GPS TCRD	
	Dry Lake Road	B008	Junction HWY55, proceed W	County Road B007	2.000	16' - 20'	2	2006 GPS TCRD	
	Robinson Ranch Road	B010	Junction HWY55, proceed W	Deadend	1.960	16' - 20'	2	2006 GPS TCRD	
	Yankee Road E	B011 E	Junction HWY55, proceed E	Deadend	0.470	16' - 20'	2	2004 GPS TCRD	
	Bronco Road	B012	Junction HWY55, proceed E	Deadend	2.000	16' - 20'	2	2004 GPS TCRD	
	Dead End Road	B015	Junction HWY55, proceed S	Deadend	1.160	16' - 20'	2	2006 GPS TCRD	
	Beginning Road (Albaster)	B016	Junction HWY55, proceed S	Deadend	2.179	16' - 20'	2	2009 GPS TCRD	
	Golf Course Road	B017	Junction US HWY60, proceed W	County Road B018	0.750	16' - 20'	2	2006 GPS TCRD	

Chip Seal Milage	Route Name	Route #	Beginning Termini	Ending Termini	Milage Length of Maintained (gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Milage Breakdown Chipseal/Gravel (per Roadway)
	Onyx Drive	B018	Junction B017, proceed N	Deadend	0.530	16' - 20'	2	2006 GPS TCRD	
	Rocking RL Road	B019	US HWY60, proceed N	County Road 8054	6.510	16' - 20'	2	2009 GPS TCRD	
	Red Bluff Road	B021	Mountainair City Limits, proceed W/S/W/N/W	County Road 8019	5.850	16' - 20'	1 & 2	2006 GPS TCRD	Chipseal 1.53 miles- 05/20/2003, Gravel 5.85 miles, Chipseal 1.53 miles-08/2012
	Clifford Trail W	B022	Mountainair N, MM55 1.07miles, proceed W	County Road 8019	4.000	16' - 20'	2	2006 GPS TCRD	Gravel 4.0 miles- 11/21/2011
	Clifford Trail E	B023	Mountainair N, NM55 1.07miles, proceed E/S	Deadend	1.520	16' - 20'	2	2006 GPS TCRD	
	Trapezoid Lane E	B024 E	Junction B024, proceed E	US 60	0.751	16' - 20'	2	2009 GPS TCRD	
	Spur Road	B024	Trapezoid Road, proceed N	County Road 8048	3.390	16' - 20'	2	2006 GPS TCRD	
	Riley Road N, Zap Road E/W	B025	Junction B024, proceed E/N/E/S	County Road 8048	4.960	16' - 20'	2	2004 GPS TCRD- Beginning / Ending 2 Termini	
	Outskirts Road	B026	Junction US HWY60, proceed E	County Road 8027	2.300	16' - 20'	2	2006 GPS TCRD	
	Microwave Drive	B027	Junction US HWY60, proceed S	County Road 8028	2.200	16' - 20'	2	2006 GPS TCRD	

Chip Seal Milage	Route Name	Route #	Beginning Termini	Ending Termini	Milage Length of Maintained (gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Milage Breakdown Chipseal/Gravel (per Roadway)
	Flattop Road E/W	B028	Junction B027 and NM14, proceed E/S	County B031	16,000	16' - 20'	2	2006 GPS TCRD	
	Roundtop Road N/S	B028 N	Junction B028, proceed N	Deadend	0,746	16' - 20'	2	2009 GPS TCRD	
	Liberty Valley Road	B029	Junction Hwy55, proceed E	County Road B028 & B030	3,800	16' - 20'	2	2006 GPS TCRD	
	Liberty Valley Road	B030	Junction B029 and B028, proceed E	Deadend	2,050	16' - 20'	2	2006 GPS TCRD	
	Mounument Road	B031	From Junction B028, proceed E/S	Deadend	6,930	16' - 20'	2	2006 GPS TCRD	
	Baca Verde Road	B032	Junction B031, proceed SE	Deadend	1,100	16' - 20'	2	2006 GPS TCRD	
	Snakeweed Road	B034	From Junction B031, proceed N	Deadend	0,470	16' - 20'	2	2006 GPS TCRD	
	Taul Road	B035	Junction B028, proceed E	Deadend	4,820	16' - 20'	2	2006 GPS TCRD	
	Wyatt Lane	B036	Junction B044, proceed S	County Road B035	3,000	16' - 20'	2	2006 GPS TCRD	
	Dairy Road	B037	Junction HWY42, proceed W/S/W/S/W/S	County Road B044	10,200	16' - 20'	2	2006 GPS TCRD	
	Farm Road	B038	Junction US HWY60, proceed S	County Road B037	0,639	16' - 20'	2	2009 GPS TCRD	

Chip Seal Milage	Route Name	Route #	Beginning Termini	Ending Termini	Milage Length of Maintained (Gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Milage Breakdown Chipseal/Gravel (per Roadway)
	Autry Ranch Road	B039	Junction US HWY60, proceed N	County Road B095	3.170	16' - 20'		2 2006 GPS TCRD	
	Road Runner Trail	B041	Junction US HWY60, proceed NW	County Road B019	2.000	16' - 20'		2 2006 GPS TCRD	
	Corliss Road E	B044 E	Junction B037, proceed E	Deadend	0.070	16' - 20'		2 2006 GPS TCRD	
	Neely Road	B044 W	Junction B037 proceed W	B028	1.000	16' - 20'		2 2009 GPS TCRD	
	Kenshaw Road	B044	B044 & B037, proceed S/E/SE	Deadend	5.100	16' - 20'		2 2006 GPS TCRD	
	Curandera Road	B046	Junction US HWY60, proceed N	County Road B048	2.600	16' - 20'		2 2006 GPS TCRD	
	Medicine Run Road	B047	Junction US HWY60, proceed N	County Road B095	3.950	16' - 20'		2 2006 GPS TCRD	
	Gravel Pit Road E	B048	Mountainair N, NM55 3.07 miles, proceed E	County Road B047	4.700	16' - 20'		2 2006 GPS TCRD	
	Gravel Pit Road W	B049	Mountainair N, NM55 3.07 miles, proceed W	County Road B050	2.230	16' - 20'		2 2006 GPS TCRD	
	Mallman Run Road	B050	Junction Hwy 55, S Mountainair N on NM55 1.07 miles, proceed W	County Road B051	4.000	16' - 20'		2 2006 GPS TCRD	Gravel 3.0 miles- 01/2012
	Holland Road	B051		Deadend	2.200	16' - 20'		2 2006 GPS TCRD	

Chip Seal Mileage	Route Name	Route #	Beginning Termini	Ending Termini	Mileage Length of Maintained (Gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Mileage Breakdown Chipseal/Gravel (per Roadway)
	Rachel Road S, Ranger Station E	B051 S	Junction B051, proceed S/E	City Limits County Road B054	1.291	16' - 20'	2 TCRD	GPS NMSHTD & TCRD	Gravel 1.0 miles- 11/2011
	Shooter Road	B052	Junction B022, proceed N	County Road B058	1.000	16' - 20'	2 2006 GPS TCRD	2006 GPS TCRD	Gravel 2.0 miles 12/14/2011. ***3 miles remain**
	Fawn Road	B054	Junction B050, proceed W	County Road B058	5.000	16' - 20'	2 2006 GPS TCRD	2006 GPS TCRD	
	Kayser Mill Road	B054 S	Junction B054, proceed S	Deadend	0.360	16' - 20'	2 2006 GPS TCRD	2006 GPS TCRD	
	Kelly Road	B055	Junction B054 proceed N	Deadend	0.930	16' - 20'	2 2006 GPS TCRD	2006 GPS TCRD	
	Eastview Road	B057 N	Junction B054 proceed N	County Road B076	2.253	16' - 20'	2 2009 GPS TCRD	2009 GPS TCRD	
	Game Road	B058	Junction B054, proceed N	Deadend	1.730	16' - 20'	2 2006 GPS TCRD	2006 GPS TCRD	FY 2004, 2005 Gravel 1.7 mile, B058 Game Road
	Arroyo Colorado Road	B063	Junction HWY131, proceed S/E	County Road B064	2.150	16' - 20'	2 2009 GPS TCRD	2009 GPS TCRD	
0.150	La Cleriga Road	B064	Junction HWY14, proceed S/E	Hwy 14	4.346	16' - 20'	1 & 2 2006 GPS TCRD	2006 GPS TCRD	Chipseal .15 miles- 2003, 2004. Gravel 4.346 miles 2003, 2004
0.220	El Camposanto Road	B065	Junction State HWY55, Capita Peak Road proceed W	Deadend	0.130	16' - 20'	1 & 2 2006 GPS TCRD	2006 GPS TCRD	Chipseal .22 miles- 2003, 2004. Gravel .13 miles- 2003, 2004

Chip Seal Milage	Route Name	Route #	Beginning Termini	Ending Termini	Milage Length of Maintained (gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Milage Breakdown Chipseal/Gravel (per Roadway)
0.450	Heisler Road	B066	Junction B067, proceed NE	Deadend	0.400	16' - 20'	2	2006 GPS TCRD	
	Bartolo Road, Capia Peak Road	B067	Junction HWY14, proceed NW	Capia Peak Forest Rd	1.950	16' - 20'	1 & 2	2006 GPS TCRD	Chipseal Bartolo .45miles, Gravel Capia Peak 1.95 miles
	Alamistos Road	B068	Junction B069 proceed NE	Deadend	1.216	16' - 20'	2	TCRD	
	El Gato Road SE, La Entrada Road S	B069	Junction B070, proceed W/S	Hwy 14	5.494	16' - 20'	2	GPS NMSHTD & TCRD	
	El Gato Road S, Camino Viejo Road NE	B070	Junction HWY14, proceed (loop)	Hwy 14	0.650	16' - 20'	2	2006 GPS TCRD	
	El Cerrito Road	B071	Junction B069 proceed N	Deadend	1.450	16' - 20'	2	2006 GPS TCRD	
	El Gato Road	B073	Junction B069, B071, proceed S	Deadend	3.550	16' - 20'	2	2006 GPS TCRD	
	La Cieniga Road W	B074 W	Mountair N on NM55, NM542 5.07miles, W 1.05 miles	Hwy 14	2.824	16' - 20'	2	2006 GPS TCRD	

Chip Seal Milage	Route Name	Route #	Beginning Termini	Ending Termini	Milage Length of Maintained (gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Milage Breakdown Chipseal/Gravel (per Roadway)
0.270	La Cienega Road E	B074 E	Mountainair N on NM55 to NM542 5.07 miles, N 1.05 miles, proceed E	Deadend	0.713	16' - 20'	2	2009 GPS TCRD	Chipseal .27 miles- 05/23/2002, Gravel .70 miles
1.113	Punta De Agua Road	B075	Junction HWY55 proceed N	County Road B074	0.700	16' - 20'	1 & 2	2006 GPS TCRD	Chipseal 1.113 miles-
	Manzano Quari Road	B076	Junction HWY55, proceed W/S	Deadend	0.000	16' - 20'	1	TCRD	06/2009
	1st N Ruina, 2nd N Capulina Road	B076 N	Junction B076, proceed NW	Deadend	0.400	16' - 20'	2	2006 GPS TCRD	Gravel .27 miles-
	El Vasudero Road	B077	A001 proceed S	CR B074	3.990	16' - 20'	2	July 2004 GPS TCRD	Gravel 1.75 miles- 02/21/2007, 02/22/2007
	El Vasudero Road N	B077 N	Torreon S on NM55 4.34 miles, E (A001) 2.53 miles proceed N	CR A005	0.990	16' - 20'	2	July 2004 GPS TCRD	
	Curu Coo Coo Road	B078	Junction B077, proceed E	Deadend	0.630	16' - 20'	2	2006 GPS TCRD	
	Gran Quiviera Road	B079	Junction C005, C003, proceed W	County Road B080	5.310	16' - 20'	2	2006 GPS TCRD	
	Gran Quiviera Road	B080	Junction B079, proceed W	Deadend	5.830	16' - 20'	2	2006 GPS TCRD	
	Lucy Trail	B082	Junction HWY42, proceed S	County Road C010	4.000	16' - 20'	2	2006 GPS TCRD	

Chip Seal Mileage	Route Name	Route #	Beginning Termini	Ending Termini	Mileage Length of Maintained (gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Mileage Breakdown Chipseal/Gravel (per Roadway)
	Lucy Trail N/S	B083 N	Junction US HWY60, proceed S/E/S/E/S. (cattleguard to cattleguard)	County Road C055	8.770	16' - 20'	2	2004 GPS TCRD	
	Lucy Trail	B083 S	Junction B083 N, C055, proceed SE	Hwy 42	2.300	16' - 20'	2	2004 GPS NMSHTD & TCRD	
	Berry Ranch Road E	B083 E	Junction N B083, proceed E (cattleguard)	Deadend	2.300	16' - 20'	2	2004 GPS NMSHTD & TCRD	
	Progresso Road	B088	Junction HWY42, proceed S/E/S/E	County Road B082	11.100	16' - 20'	2	GPS NMSHTD & TCRD	
	Cattle Drive	B089	Junction HWY42, proceed S/E	County Road B088	5.100	16' - 20'	2	GPS NMSHTD & TCRD	
	Mc Math Road	B092	Junction US60, proceed NW	Deadend	1.590	16' - 20'	2	2009 GPS TCRD	
	Three Sevens Ranch Road	B093	Junction HWY41, proceed E/S	US Hwy 60	5.190	16' - 20'	2	2006 GPS TCRD	
	Old Willard Road	B095	HWY542, proceed E/N/E	Hwy 41	11.300	16' - 20'	2	2004 GPS TCRD- Beginning / Ending Termini	
	Brent Road	B096	Mountair N on NM/55 5.07 miles, Junction NM/542, proceed E	Deadend	0.500	16' - 20'	2	2009 GPS TCRD	

Chip Seal Milage	Route Name	Route #	Beginning Termini	Ending Termini	Milage Length of Maintained (gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Milage Breakdown Chipseal/Gravel (per Roadway)
	Soloman Road	B097	Estancia NM41 S 6.04 miles, W NMS42 5.99 miles, proceed S	Hwy 542	4.000	16' - 20'		2004 GPS TCRD- Beginning / Ending 2 Termini	FY 2004, 2005 Gravel 2.0 miles, Junction HWY542, proceed S
	Lupe Road	B098	Mountahair N on NMS5 5.07 miles, Junction NMS42, N 2.15 miles, proceed E	Deadend	1.260	16' - 20'		2 2009 GPS TCRD	
	White Mesa Road	B099	Junction B100E, proceed S	Deadend	0.374	16' - 20'		2 2009 GPS TCRD	Gravel 1.99 miles- 11/06/2006, 11/09/2006, 11/13/2006, 11/15/2006
	Carra Ranas Road	B100	Mountahair N on NMS5 5.07 miles to NMS42, N 3.15 miles, proceed W	NMS42	1.990	16' - 20'		2 2004 GPS TCRD- Beginning / Ending 2 Termini	
	Carra Ranas Road E	B100 E	Mountahair N on NMS5 5.0 miles to NMS42, N 3.15 miles, proceed E	County Road B097	3.000	16' - 20'		2004 GPS TCRD- Beginning / Ending 2 Termini	
	Wild Turkey Road	B101	Junction B100, proceed S	County Road B074	2.000	16' - 20'		2004 GPS TCRD- Beginning / Ending 2 Termini	
	Watson Road	B104	Estancia NW41 S 6.04 miles, W NMS42 4.99 miles, proceed S	County Road B107	0.972	16' - 20'		2004 GPS TCRD- Beginning / Ending 2 Termini	

Chip Seal Milage	Route Name	Route #	Beginning Termini	Ending Termini	Milage Length of Maintained (Gravel) Section	Roadway Width (in Feet)	Type of Roadway Surface	Update Descriptions 2009	Milage Breakdown Chipseal/Gravel (per Roadway)
	Spangler Road	B105	Junction Hwy 542, proceed S	County Road B107	0.988	16' - 20'		2004 GPS TCRD- Beginning / Ending 2 Termini	
	Akin Farm Road	B106	Estancia S NM41 6.04 miles, W NMS42 3.99 miles, proceed S	County Road B107	0.994	16' - 20'		2004 GPS TCRD- Beginning / Ending 2 Termini	
	Grey Hawk W	B107 W	Junction HWY41, proceed W	County Road B097	7.418	16' - 20'		July 2004 GPS 2 TCRD	
	Grey Hawk E	B107 E	Estancia NM41 S 7.07 miles, proceed E	Deadend	1.050	16' - 20'		July 2004 GPS 2 TCRD	
	La Trencerta Road S	B108 S	Estancia NM41 S 6.04 miles, W NMS42 2.98 miles, proceed S	Deadend	2.000	16' - 20'		2 2009 GPS TCRD	
	Geronimo Road	B108	Estancia NM41 S 6.04 miles, W NMS42 2.98 miles, proceed S	Deadend	0.955	16' - 20'		2 2009 GPS TCRD	
	Mae Road	B109	Torreon S NM55 4.34 miles, proceed E .53, proceed N Junction HWY42,	Deadend	0.490	16' - 20'		July 2004 GPS 2 TCRD	
	Pound Ranch Road	B110	Junction HWY42, proceed SW	Deadend	1.474	16' - 20'		2 2009 GPS TCRD	

Total:

3.733

Total:

276.697

Chip Seal Milage	Route Name	Route #	Beginning Termini	Ending Termini	Milage Length of Maintained (Gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Milage Breakdown Chipseal/Gravel (per Roadway)
	Lackey Road	C001	Junction C003, proceed S	County Line	2.800	16' - 20'	2 TCRD	GPS NMSHTD &	
	Cougar Mountain Road	C002	Junction C003, proceed S	Deadend	1.500	16' - 20'	2 TCRD	GPS NMSHTD & TCRD	
	Gran Quivera Road	C003	Junction Hwy 42, proceed W	County Road B079, C005	8.100	16' - 20'	2 TCRD	GPS NMSHTD & TCRD	
	Rojo Road	C005	Junction C010, proceed S	County Road B079, C003	5.030	16' - 20'	2 2006 GPS TCRD		
	Pardo Road	C006	Junction HWY42, proceed S	County Road C003	5.250	16' - 20'	2 2006 GPS TCRD		
	Pardo Road N	C006 N	Junction HWY42, proceed N	County Road C009	0.230	16' - 20'	2 2004 GPS Road Department		
	Nada Road	C008	Junction C006, proceed W	County Road C005	5.000	16' - 20'	2 2006 GPS TCRD		
	Rawhide Road	C009	Junction Hwy 42, proceed E	County Road C011	1.450	16' - 20'	2 2006 GPS TCRD		
	Rawhide Road	C010	Junction HWY42, proceed W	County Road B082	5.600	16' - 20'	2 2006 GPS TCRD		
	Pinos Wells Road	C011	Junction HWY42, proceed N/E/N/E/N	Deadend	8.720	16' - 20'	2 2009 GPS TCRD		
	Sharp Road	C012	Junction HWY54 go SE	Deadend	0.910	16' - 20'	2 2009 GPS TCRD		
	Torrance Road	C013	Junction HWY54, proceed E (cattleguard)	HWY42	8.600	16' - 20'	2 2004 GPS NMSHTD & TCRD		
	Double Hump Road	C014	Junction HWY54, proceed W	County Road C011	12.552	16' - 20'	2 TCRD		

Chip Seal Mileage	Route Name	Route #	Beginning Termini	Ending Termini	Mileage Length of Maintained (Gravel) Section	Roadway Width (In Feet)	Type of Roadway Surface	Update Descriptions 2009	Mileage Breakdown Chipseal/Gravel (per Roadway)
	Robinson Ranch Road	C015	Junction HWY54, proceed N	Deadend	2.351	16' - 20'	2	2009 GPS TCRD	
	University Road	C020	Junction HWY54, proceed E	Deadend	7.500	16' - 20'	2	GPS NMSHTD & TCRD	
	Camellion Road	C021	Junction C020, proceed N	Deadend	1.000	16' - 20'	2	2009 GPS TCRD	
	Holloman Road	C022	Junction HWY54, proceed S	County Road C020	4.600	16' - 20'	2	GPS NMSHTD & TCRD	
	Gated Road	C026	Junction HWY54, proceed SE	County Road C022	2.800	16' - 20'	2	2009 GPS TCRD	
	Open Range Road	C027	Junction C029, proceed SW	Deadend	1.131	16' - 20'	2	2009 GPS TCRD	
	Canero Road	C028	Junction HWY3, proceed E	US HWY60	10.500	16' - 20'	2	GPS NMSHTD & TCRD	
	Negra Trail	C029	Junction US HWY60, proceed S/W/S/W/S/W	County Road C016	15.100	16' - 20'	2	2004 GPS NMSHTD & TCRD	
	Big Buck Road	C030	Junction C029, proceed SW	Deadend	2.400	16' - 20'	2	GPS NMSHTD & TCRD	
	Solito Road	C032	Junction US HWY60, proceed N/E	HWY285	2.000	16' - 20'	2	2009 GPS TCRD	
	Perez Road	C033	Junction US HWY285 proceed E (cattleguard to cattleguard)	HWY3	2.280	16' - 20'	2	2004 GPS NMSHTD & TCRD	Gravel 2.4 miles- 06/2009

Chip Seal Milage	Route Name	Route #	Beginning Termini	Ending Termini	Milage Length of Maintained (gravel) Section	Roadway Width (in Feet)	Type of Roadway Surface	Update Descriptions 2009	Milage Breakdown Chipseal/Gravel (per Roadway)
	Berlier Ranch Road	C035	Junction US HWY60, proceed NE	County Line	10.400	16' - 20'		GPS NMSHTD & 2 TCRD	
	Ramadero Road	C036	Junction US HWY60, proceed N (cattleguard to cattleguard)	County Road C048	15.500	16' - 20'		2004 GPS NMSHTD & TCRD	Gravel 2 miles - 06/2009
	McLaughlin Road	C037	Junction US HWY60, proceed S	Deadend	0.800	16' - 20'		2 2009 GPS TCRD	
	Eshleman Road	C038	Junction US HWY60, proceed S/W	Railroad Tracks	3.100	16' - 20'		GPS NMSHTD & 2 TCRD	
	Beck Ranch Road	C042	NM 60 proceed N 3.0 miles	Deadend	3.000	16' - 20'		Deleted in error/added back 2 in 03/01/05	
	Harvey Ranch Road	C043	Junction US HWY60, proceed N	Deadend	0.900	16' - 20'		2 2009 GPS TCRD	
	Harral Ranch Road	C044	Junction US HWY285, proceed W/S	Deadend	3.000	16' - 20'		2 2009 GPS TCRD	
	Bigbee Ranch Road	C045 N	Junction US HWY285, proceed E/N	Deadend	0.100	16' - 20'		2004 GPS Road 2 Department	
	Bigbee Ranch Road	C045E	Junction C045N, proceed E (from cattleguard)	Deadend	5.100	16' - 20'		2004 GPS Road 2 Department	

Chip Seal Milage	Route Name	Route #	Beginning Termini	Ending Termini	Milage Length of Maintained (gravel) Section	Roadway Width (in Feet)	Type of Roadway Surface	Update Descriptions 2009	Milage Breakdown Chipseal/Gravel (per Roadway)
	Pinrada Road	C046	Junction HWY3, proceed E	Deadend	2.600	16' - 20'		GPS NMSHTD & 2 TCRD	
	Milipa Road	C048	Junction HWY3, proceed E/NE (to cattleguard)	Deadend	8.000	16' - 20'		2004 GPS NMSHTD & TCRD	
	Paralote Road	C049	Junction C036, proceed E	Deadend	1.000	16' - 20'		2 2009 GPS TCRD	
	Encinosa Road	C053	Junction I-40, proceed N	County Line	4.400	16' - 20'		2 2009 GPS TCRD	
	Mckenzie Road	C054	Junction C053, proceed W	Deadend	0.600	16' - 20'		2 2009 GPS TCRD	
	Austin Ranch Road	C055	Junction B083 N/S, proceed E (to gate)	Deadend	1.700	16' - 20'		2004 GPS NMSHTD & TCRD	
	Whispering Pines Road	C057	Junction W A128, proceed E	Deadend	1.100	16' - 20'		GPS NMSHTD & 2 TCRD	
	Ansley Ranch Road	C059	Junction I-40, proceed S/E/S	Deadend	6.450	16' - 20'		2 2009 GPS TCRD	
1.000	Wagon Wheel Road	C060	Junction I-40, proceed N/E	Deadend	0.600	16' - 20'		2 2009 GPS TCRD	

Total: 1.000

Total:

185.754

Roadways Names

Streets in unincorporated

Abjo

	Barranca Road		Junction HWY513, proceed N	Deadend	0.215	16' - 20'		2	2009 GPS TCRD	
	San Lorenzo Road		Junction HWY513, proceed SE	Deadend	0.450	16' - 20'		2	2006 GPS TCRD	
Total Miles					0.665					

Streets in Unincorporated

Cedervale

	Broadway Street		Junction HWY42, proceed NE in a circular motion	Hwy 42	0.100	16' - 20'		2	2004 GPS TCRD	
	Main Street		Junction C006, proceed S	Second Street	0.200	16' - 20'		2	2004 GPS TCRD	
	Second Street		Junction C006, proceed NE	Hwy 42	0.200	16' - 20'		2	2004 GPS TCRD	
	Third Street		Junction C006, proceed NE	Hwy 42	0.200	16' - 20'		2	2004 GPS TCRD	
Total Miles					0.700					

**Streets in Unincorporated
Duran**

	0.270	Cedar Avenue	Junction 1st St., proceed N	Madrid	0.000	16' - 20'	2004 GPS TCRD- Beginning / Ending 1 Termini	FY 2004/2005 Chipsealed
	0.540	Cemetery Street	Junction HWY54, proceed S	Deadend	0.000	16' - 20'	2004 GPS TCRD- Beginning / Ending 1 Termini	FY 2004/2005 Chipsealed
	0.080	Church Road	Oak Road, proceed SE	Cemetery Rd	0.000	16' - 20'	2004 GPS TCRD- Beginning / Ending 1 Termini	FY 2004/2005 Chipsealed
	0.420	Coury Street	1st St., proceed SW	Deadend	0.000	16' - 20'	2004 GPS TCRD- Beginning / Ending 1 Termini	FY 2004/2005 Chipsealed
	0.060	Hindi Street	1st Rd proceed SW.	Stable Rd	0.000	16' - 20'	2004 GPS TCRD- Beginning / Ending 1 Termini	FY 2004/2005 Chipsealed
	0.080	Madrid Street	Cedar Road, proceed E	West Rd	0.000	16' - 20'	2004 GPS TCRD- Beginning / Ending 1 Termini	FY 2004/2005 Chipsealed
	0.210	Oak Road	Cemetery Road, proceed SE	Deadend	0.000	16' - 20'	2004 GPS TCRD- Beginning / Ending 1 Termini	FY 2004/2005 Chipsealed
	0.140	Park Avenue	1st St., proceed N	Cedar	0.000	16' - 20'	2004 GPS TCRD- Beginning / Ending 1 Termini	FY 2004/2005 Chipsealed
	0.260	Pine Avenue	Cemetery Road, proceed SE	Vidal	0.000	16' - 20'	2004 GPS TCRD- Beginning / Ending 1 Termini	FY 2004/2005 Chipsealed

Roads In Bella Vista Subdivision

Bluebird Court	Junction Windmill Road, proceed S	Deadend	0.090	16' - 20'	2	2009 GPS TCRD
Horsehoe Bend	Junction Windmill Road, proceed in circular motion around Bluebird Ct.	County Line	0.482	16' - 20'	2	2009 GPS TCRD
Houston Hill Road	Junction Windmill Road, proceed S	County Road A102	0.184	16' - 20'	2	2009 GPS TCRD
Juniper Hills Road	Junction A102, proceed W	Deadend	0.496	16' - 20'	2	2009 GPS TCRD
Meadow View Road	Junction Windmill Road, proceed S	Deadend	0.420	16' - 20'	2	2009 GPS TCRD
Total Miles			1.672			

Roads in Broadmoore Subdivision

Broadmoor Road	Chavez Road, proceed N and (Loop)	Broadmoore	1.150	16' - 20'	2	2009 GPS TCRD
Total Miles			1.150			

Roads in Buffalo

Subdivision

Buffalo Trail	Junction A093 (West Side) proceed N	Deadend	0.119	16' - 20'	2	2009 GPS TCARD	
Bison Circle	Junction A093 (West Side) proceed N Junction A093 (North End) proceed W	Deadend	0.119	16' - 20'	2	2009 GPS TCARD	
Oxen Lane		Deadend	0.106	16' - 20'	2	2009 GPS TCARD	
Total Miles			0.344				

Road In Coyote Run

Subdivision

Coyote Loop	A093, proceed E (loop)	Deadend	0.730	16' - 20'	2	2009 GPS TCARD	
Total Miles			0.730				

Roads in Echo Ridge

Subdivision

Alaska Court	Echo Ridge Road proceed W	Deadend	0.060	16' - 20'	2	2005 GPS TCARD	2006 Deleted in error-re-entered, Graveled 11/24/2010
Fairfield Place	Junction Echo Ridge Road, proceed E Junction Fairfield Pl, proceed S	Maine Ct & Louisana Ct	0.330	16' - 20'	2	2005 GPS TCARD	Graveled 11/24/2010
Kentucky Court		Deadend	0.060	16' - 20'	2	2005 GPS TCARD	Graveled 11/24/2010

Louisiana Court	Junction Fairfield Pl, proceed S	Deadend	0.800	16' - 20'	2	2005 GPS TCRD	Graveled 11/24/2010
Maine Court	Junction Fairfield Pl, proceed N	Deadend	0.140	16' - 20'	2	2005 GPS TCRD	Graveled 11/24/2010
Maryland Court	Junction Fairfield Pl, proceed N	Deadend	0.060	16' - 20'	2	2005 GPS TCRD	Graveled 11/24/2010 2006 Deleted in error-re- entered, Graveled
Michigan Court	Echo Ridge Road proceed E	Deadend	0.070	16' - 20'	2	2005 GPS TCRD	11/24/2010
Nevada Court	Washington Loop, proceed E	Deadend	0.020	16' - 20'	2	2005 GPS TCRD	Graveled 11/24/2010
New Hampshire Court	Washington Loop, proceed N	Deadend	0.060	16' - 20'	2	2005 GPS TCRD	Graveled 11/24/2010 2006 Deleted in error-re- entered, Graveled
New York Court	Washington Loop, proceed S	Deadend	0.060	16' - 20'	2	2005 GPS TCRD	11/24/2010
North Dakota Court	Washington Loop, proceed S	Deadend	0.050	16' - 20'	2	2005 GPS TCRD	
Ohio Court	Junction Washington Loop, proceed N/E	Deadend	0.080	16' - 20'	2	2005 GPS TCRD	
Washington Loop	Junction Echo Ridge Road, Proceed E/S	Deadend	0.060	16' - 20'	2	2005 GPS TCRD	
Total Miles			1.850				

**Roads in El Rancho Grande
Subdivision**

Conjeo Avenue	Junction Clubhouse, proceed W	A076 S	1,410	16' - 20'	2	2006 GPS TCRD	
Berrendo Avenue	Junction Clubhouse, proceed W	A076 S	1,420	16' - 20'	2	2006 GPS TCRD	
1.030 Clubhouse Road	Junction HWY41, proceed N	Clubhouse	0,000	16' - 20'	1	2006 GPS TCRD	Chipseal 1.03 miles- 09/2011
Esperanza Avenue	Junction Clubhouse, proceed W	A076 S	1,000	16' - 20'	2	2006 GPS TCRD	
Golondrina Avenue	Junction Clubhouse, proceed W	A076 S	0,520	16' - 20'	2	2006 GPS TCRD	
Espejo Avenue	Junction Clubhouse, proceed W	A076 S	1,410	16' - 20'	2	2006 GPS TCRD	
Viajero Avenue	Junction Clubhouse, proceed W	A076 S	1,410	16' - 20'	2	2006 GPS TCRD	
Loma Del Sol Avenue	Junction Clubhouse, proceed W	A076 S	1,410	16' - 20'	2	2006 GPS TCRD	
Otero Road	State HWY41, proceed W	A076 S	1,480	16' - 20'	2	2006 GPS TCRD	Caliche Gravel 1.0 miles 02/2014
Avenida Del Sol	A076, proceed S	Otero	1,000	16' - 20'	2	2006 GPS TCRD	
Rio Vista Avenue	A076, proceed S	Otero	1,000	16' - 20'	2	2006 GPS TCRD	
Total Miles			12,460				

Roads In Holly Hills & Meadow Woods Subdivisions

Cactus Trail	Junction Skyline Dr, proceed N	Deadend	0.400	16' - 20'	2	Correction 2007 mileage .490 (previous mileage in error) Correction 2007 mileage .10	2007 GPS TCRD
0.100 Charlotte Court	Junction Paradise Meadow Loop, proceed E	Deadend	0.000	16' - 20'	1	(previous mileage in error) Correction 2007 mileage .810 (previous mileage in error) Correction 2007 mileage .176	2007 GPS TCRD- Chipseal, FY2005-2006
Daria Road	Junction Leslie Ct proceed S	Deadend	0.040	16' - 20'	2	(previous mileage in error) Correction 2007 mileage .176	2007 GPS TCRD
0.176 Horizon Trail	Junction Skyline Ln, proceed SE	Paradise Loop	0.000	16' - 20'	1	(previous mileage in error) Correction 2007 mileage .50	2007 GPS TCRD- Chipseal, FY2005-2006
0.120 Leslie Court	Junction Paradise Meadow Loop, proceed SE	Deadend	0.000	16' - 20'	1	(previous mileage in error) Correction 2007 mileage .105	2007 GPS TCRD- Chipseal, FY2005-2006
0.110 Lois Court	Junction Paradise Meadow Loop, proceed SE	Deadend	0.000	16' - 20'	1	(previous mileage in error) Correction 2007 mileage .660	2007 GPS TCRD- Chipseal, FY2005-2006
0.660 Nancy Court	Junction Paradise Meadow Loop, proceed S	Deadend	0.000	16' - 20'	1	(previous mileage in error)	2007 GPS TCRD- Chipseal, FY2005-2006

1,900 Paradise Meadow Loop	Junction Skyline Ln proceed into Loop	Paradise Meadow Loop	0.000	16' - 20'	1	Correction 2007 mileage 1.90 (previous mileage in error) 2007 GPS TCRD-Chipseal, FY2005-2006
Pinon Trail	Junction Skyline Ln, proceed NE	Deadend	0.150	16' - 20'	2	Correction 2007 mileage .143 (previous mileage in error) 2007 GPS TCRD-Correction 2007 mileage .143 (previous mileage in error)
Ranch Trail	Junction Skyline Ln, proceed S	Deadend	0.150	16' - 20'	2	Correction 2007 mileage .2,110 (previous mileage in error) 2007 GPS TCRD-Correction 2007 mileage .2,110 (previous mileage in error)
1,160 Skyline Drive	Junction Old HWY66, proceed SW	Deadend	0.000	16' - 20'	1	2007 GPS TCRD-Chipseal, FY2005-2006 Correction 2007 mileage .346 (previous mileage in error)
Valley Trail	Junction Skyline Ln, proceed NW	Old Hwy 66	0.350	16' - 20'	2	2007 GPS TCRD
Total Miles			1.090			

Roads In Punta De Agua

Sapato Canyon,nonchip **Punta**	Demas proceed S	Deadend	0.340	16' - 20'	2	2006 GPS TCRD
Demas, nonchip **Punta**	B076 N proceed W	Deadend	1,000	16' - 20'	2	2006 GPS TCRD
Total Miles			1,340			

Roads in Manzano

0.030 Community Road	Pino Reales Road .03 miles, proceed N	Deadend	0.000	16' - 20'	1	2003-2004 GPS TCRD	Chipseal .03 miles- 01/2006, Chipseal 2013
0.620 Pino Reales Road	Junction State HWY55 proceed W Junction Pino Reales Road, proceed SE	Deadend	0.970	16' - 20'	1 & 2	2003-2004 GPS TCRD	Chipseal .62 miles-2013 reift- Gravel .97miles
0.110 Silva Road	Junction State HWY131, proceed S Junction State HWY131, proceed W	Deadend	0.030	16' - 20'	1	2003-2004 GPS TCRD	FY 2003,2004Chipseal,2013
0.150 La Cieniga West Road	Junction State HWY131, proceed S Junction State HWY131, proceed W	Deadend	3.387	16' - 20'	1 & 2	2003-2004 GPS TCRD	FY 2003,2004 Chipseal,2013
0.110 Julian Road	Junction State HWY131, proceed W	Deadend	0.020	16' - 20'	1	2003-2004 GPS TCRD	FY 2003,2004 Chipseal,2013
Total Miles			4.407				

Roads in Melody Ranch Subdivision

Chiso Kid	Junction Tom Mix Dr proceed S Junction Tom Mix Dr proceed S in a circular motion	Deadend	0.219	16' - 20'	2	2009 GPS TCRD	
John Wayne	Junction Wilson Loop, proceed N Junction Wilson Loop, proceed N	Tom Mix Dr	0.240	16' - 20'	2	2009 GPS TCRD	
Julie Place	Junction Wilson Loop, proceed N Junction Wilson Loop, proceed N	Deadend	0.095	16' - 20'	2	2009 GPS TCRD	
Michelle Place	Junction Wilson Loop, proceed N	Deadend	0.095	16' - 20'	2	2009 GPS TCRD	

Pony Express Road	Junction A105 proceed E	Deadend	0.540	16' - 20'	2	2009 GPS TCRD	
Tom Mix	Junction A105 proceed E	Cisco Rd	0.510	16' - 20'	2	2009 GPS TCRD	
Will Rodgers	Junction A105 proceed E	E Will Rodgers Dr	0.470	16' - 20'	2	2009 GPS TCRD	
Wilson Loop	Junction A093, proceed W/in circular motion	County Road A093	0.994	16' - 20'	2	2009 GPS TCRD	Graveled 11/2011-- Entire Loop .994 miles
Total Miles			3.163				

Roads in Moriarty Estates

Consuelo Lane	Junction A087, proceed N	Deadend	0.740	16' - 20'	2	2008 GPS TCRD	Gravel .75 miles- 05/2009
Dana Lane	Junction A087, proceed N	Deadend	0.740	16' - 20'	2	2008 GPS TCRD	Gravel .78 miles - 05/2009
Teresa Lane	Junction A087, proceed N	Deadend	0.810	16' - 20'	2	2008 GPS TCRD	Gravel .79 miles- 05/2009
Total Miles			2.290				

Roads in Moriarty Heights

Lariat Loop	Junction Stagecoach S, proceed W *Maintenance only at N end*	Deadend	0.390	16' - 20'	2	2009 GPS TCRD
Roper Lane	Lariat Drive, proceed N	Deadend	0.210	16' - 20'	2	2009 GPS TCRD
Palomino Road	Junction Windward Dr, proceed NE Junction A160	Deadend	0.800	16' - 20'	2	2009 GPS TCRD
Reata Road	Stagecoach S, proceed E	Yacca Ln	0.840	16' - 20'	2	2009 GPS TCRD
Rodeo Circle	Junction Palomino Drive, proceed NE Junction		0.300	16' - 20'	2	2009 GPS TCRD
Sombrero	Stagecoach N, proceed E Stagecoach S, proceed E	Sunset Rd	0.890	16' - 20'	2	2009 GPS TCRD
Buggy Court			0.160	16' - 20'	2	2009 GPS TCRD
Sunset Road	Junction Sombrero Ave, proceed N (1/2 circle), Sunset Road NW.	E Martinez	1.220	16' - 20'	2	2009 GPS TCRD

Valle Vista	Junction Reata Road, proceed N Junction	E Martinez	0.620	16' - 20'	2	2009 GPS TCRD
Windward Drive	Stagecoach S, proceed E Junction Reata Road, proceed N		1.100	16' - 20'	2	2009 GPS TCRD
Yucca Lane		E Martinez	0.310	16' - 20'	2	2009 GPS TCRD
		Total Miles	6.840			

Roads in Pajarito Subdivision

Pajarito	From Junction A095, proceed S.	Gallo Rd	0.570	16' - 20'	2	2009 GPS TCRD
		Total Miles	0.570			

Roads in Sunset Acres

0.430	Capitan Street	From junction N Glorieta, proceed SE.	Sangre De Cristo St	0.000	16' - 20'	1	2006 GPS TCRD	Chipsealed 11/2010
1.330	Glorieta Street	From junction W Abrahams Rd, proceed N/E	Glorieta E	0.090	16' - 20'	1	2009 GPS TCRD	Chipseal 1.33 mi (09/04/02), (01/06)
0.120	Jemez Street	From junction E Glorieta St, proceed SE.	Sangre de Cristo St	0.000	16' - 20'	1	2009 GPS TCRD	Chipsealed 11/2010
0.450	Manzano Street	From junction N Glorieta St, proceed SE.	Sangre de Cristo St	0.000	16' - 20'	1	2009 GPS TCRD	Chipsealed 11/2010
0.450	Sandia Street	From junction E Glorieta St, proceed SE.	Sangre de Cristo St	0.000	16' - 20'	1	2009 GPS TCRD	Chipsealed 11/2010

0.340 Sangre De Cristo Street From Junction
 Jimenez, proceed SW, Capitlan St. 0.000 16' - 20' 1 2009 GPS TCRD Chipsealed 2010
 Total Miles 0.000

**Roads in Sweetwater Hills
 Subdivision**

2.220 Appaloosa Road	From Junction E Abrahams Rd, proceed N From Junction E Abrahams Rd, proceed N From Junction Galloway, proceed N	Charlie Breacken-ridge	0.240	16' - 20'	1 & 2	2006 GPS TCRD	Chipsealed 2.22 mi - Gravel .24 mi (07/27/01), (01/06)Chipseal 2.20 mi(9/07),yellow 1.0 mile 10/2014
Apache	From Junction proceed N From Junction Galloway, proceed N	Deednd	0.401	16' - 20'	2	2009 GPS TCRD	
Bay Road	From Junction Galloway, proceed N	ends at Galloway	0.500	16' - 20'	2	2009 GPS TCRD	
Belgian Avenue N	From Junction Galloway, proceed N	Pegasus	0.500	16' - 20'	2	2009 GPS TCRD	
Belgian Avenue S	From Junction Galloway, proceed S	Pegasus	0.500	16' - 20'	2	2009 GPS TCRD	
Bell Avenue	From Junction Apploosa, proceed W.	Deednd	0.500	16' - 20'	2	2009 GPS TCRD	
Barrows Road	From Junction Abrahams Rd, proceed N.	Buckhorn	0.180	16' - 20'	2	2009 GPS TCRD	

Buckhorn Avenue E	From junction Appaloosa, proceed E	V Downs/ E Jenn	0.500	16' - 20'	2	2009 GPS TCARD
Buckhorn Avenue W	From junction Appaloosa, proceed W	ends at Downs	0.500	16' - 20'	2	2009 GPS TCARD
Charlie Breckentidge Avenue	From junction HWY 41, proceed E. From junction Appaloosa, proceed W.	Appaloosa	1.300	16' - 20'	2	2009 GPS TCARD
Burton Avenue W	From junction Appaloosa, proceed E.	Deadend	0.534	16' - 20'	2	2009 GPS TCARD
Burton Avenue E	From junction Appaloosa, proceed W.	Deadend	0.428	16' - 20'	2	2009 GPS TCARD
Cummings Avenue W	From junction Appaloosa, proceed W.	Downs	0.504	16' - 20'	2	2009 GPS TCARD
Cummings Avenue E/A118	From junction Sheltland Rd, proceed W. From junction Appaloosa, proceed W.	Jenny	1.088	16' - 20'	2	2009 GPS TCARD
Diamond Avenue	From junction Buckhorn, proceed N.	Deadend	0.500	16' - 20'	2	2009 GPS TCARD
Downs Lane	From junction Sheltland Rd, proceed W. From junction Appaloosa, proceed W.	Jade	0.340	16' - 20'	2	2009 GPS TCARD
Galloway Road W	From junction Appaloosa, proceed W.	Deadend	0.500	16' - 20'	2	2009 GPS TCARD
Jade Avenue		Deadend	0.516	16' - 20'	2	2009 GPS TCARD

Jenny Lane	From Junction Abrahams Rd, proceed N From Junction Appaloosa, proceed E	Parkerway	0.690	16' - 20'	2	2009 GPS TCRD
Pegasus	From Junction Pegasus, proceed N. From Junction Abrahams Rd, proceed N From Junction Appaloosa Rd, proceed W.	ends at Belgian	0.750	16' - 20'	2	2009 GPS TCRD
Roan N	From Junction Pegasus, proceed N. From Junction Abrahams Rd, proceed N From Junction Appaloosa Rd, proceed W.	Breckenridge	0.480	16' - 20'	2	2009 GPS TCRD
Shetland	From Junction Appaloosa Rd, proceed W. From Junction Appaloosa, proceed W & E. From Junction Appaloosa, proceed W.	ends at Galloway	2.000	16' - 20'	2	2009 GPS TCRD
Shire	From Junction Appaloosa, proceed W & E. From Junction Appaloosa, proceed W.	Deadend	0.500	16' - 20'	2	2009 GPS TCRD
Sorrel	From Junction Appaloosa, proceed W. From Junction Appaloosa, proceed W.	V Downs/ E Jenn	0.500	16' - 20'	2	2009 GPS TCRD
Sterling Avenue	From Junction Appaloosa, proceed W.	Deadend	0.501	16' - 20'	2	2009 GPS TCRD
Steeldust Avenue	From Junction Appaloosa, proceed W.	Deadend	0.500	16' - 20'	2	2009 GPS TCRD
Total		Total Miles	15.452			
			17.926			

MISCELLANEOUS ROADWAYS

Atsher Road *Added* Allen Drive-- Name	Torreón S, NM55, proceed W	Deadend	1.000	16' - 20'	2	2013 GPS TCRD	08/2013-Road is maintained 1 time a year per request for 1 mile, road is at regular county maintenance **quarterly**
Do NOT do Andrew Change -	Junction A072, NM41 S .5 miles, proceed W .4 miles	Deadend	0.400	16' - 20'	2	2009 GPS CRD	Removed in Error/Reentered 2005
Amy Lane	Junction A057 and NM41 S .5 mile, proceed N .10 miles	Deadend	0.240	16' - 20'	2	2010 GPS TCRD	Road added to be maintained, Gravel .24 miles
Boroughs Road	Junction A068, proceed N	Deadend	1.000	16' - 20'	2	2009 GPS TCRD	
Los Chavez Road	226 proceed, N to Frontage Road, E approx 1 mile	Deadend	2.170	16' - 20'	2	2006 Entered existing designated roadway	
Cassandra Court *Added*	Lexco proceed, S 4.5 miles, proceed W 1.00 mile	Deadend	1.090	16' - 20'	2	2010 GPS TCRD	Road added to be maintained, Gravel 1.00 miles

Chavez Road	Junction A093, proceed E	Chavez Dr	2.100	16' - 20'	2	2010 GPS TCRD	
Chavez Drive	Junction Chavez Road, proceed S	County Road A095	0.995	16' - 20'	2	2010 GPS TCRD	
0.180 Chisolm Trail N	Junction A111, proceed N to A165, proceed N	Deadend	0.000	16' - 20'	1	2006 GPS TCRD	Chipseal .18 miles-09/15/04, 01/06
0.190 Chisolm Trail S	A111, proceed N	A165	0.000	16' - 20'	1	2006 GPS TCRD	Chipseal .19 miles-09/15/04, 01/06
0.520 Community Road	A099 aka Martinez, proceed W/S	A102 Monica County Road	0.000	16' - 20'	1	2006 Deleted in	2004, 2005 Chipseal .520 miles
0.559 Homestead	Junction HWY41, proceed W	County Road A109	0.000	16' - 20'	1	****Error****Re-entered	2009 GPS TCRD Chipseal .559 miles-08/07/02
Franklin Road	HWY41, proceed W	County Road A085	0.530	16' - 20'	2	2006 Entered existing designated roadway	
Gonzales	Junction State HWY217, proceed E	Deadend	1.200	16' - 20'	2	**Missed Record GPS NMSHTD, TCRD	
Juan Thomas	Junction Bernalillo County Line, proceed E	Mooreman Rd	0.630	16' - 20'	2	GPS NMSHTD, TCRD	
1.120 Little Cloud	Junction A093, proceed W .43 miles S, .3 miles back E .38 miles *1/2 circle*	A093 aka Lexco	0.000	16' - 20'	1	2005 GPS TCRD, Beginning/Ending Termini	Chipseal 1.12 miles-06/10/03

0.320 Longhorn Trail	Junction Cobblestone Road E proceed S and N ***missed on previous list***	Deadend both S and N	0.000	16' - 20'	1	2006 GPS (Torrance County Rd Dept.)	Chipseal .32 miles- 09/15/04, 01/06
Manzano Avenue	Junction A076, Clubhouse Road, proceed N	County Road A147	1.260	16' - 20'	2	2009 GPS TCARD	
Ogaz Loop	Gonzales, Proceed S in a circular motion	Ogaz Loop	0.973	16' - 20'	2	2009 GPS TCARD	Road added to be maintained, Gravel .20 miles
Peace	Junction A076, NM41 S .5, proceed N .20 miles	Deadend	0.200	16' - 20'	2	2010 gps (tcrd)	
Ballegger Ranch Road (222)	Junction Bernalillo & Torrance County Line, proceed E	CR A099/W Martinez	6.000	16' - 20'	2	GPS NMSHTD, TCRD	Graveled .3 miles- 12/13/06
Road 102 *Added*	Martinez turning R on Community, left on Turner Ridge, R on Mackanal, S on RD 102 Junction, E Alan Ayers Road, proceed N.	Hummingbird County Rd	0.600	16' - 20'	2	2013 GPS TCARD	Took maintenance on 8/2013 Gravel .6 miles, 1 time a year per request
Salt Mission Trail (Old 41)		County Rd A095	17.000	16' - 20'	2	2009 GPS TCARD	

0.470 Stillwater Drive	Junction A093, proceed W	Little Cloud	0.000	16' - 20'	1	2005 GPS TCRD, Beginning/Ending Termini	Chipseal .47 miles- 06/11/03
Sundown Road	Junction E Abrahams, proceed N	Deadend	0.401	16' - 20'	2	2009 GPS TCRD	
Sufi Road	Torreon on NM155 & GRA008, W to Sufi Road N	Deadend	0.420	16' - 20'	2	July 2004 GPS TCRD	
Terry Lane N	A057, proceed N	Deadend	0.448	16' - 20'	2	2007 GPS TCRD, RegPS 2009 TCRD	***Corrected 2007 designated/not listed***
Tenorfo	Junction E Abrahams, proceed N	Deadend	0.347	16' - 20'	2	2009 GPS TCRD	
Val Verde Loop	Junction Manzano Road Berrico, proceed N then in a loop	Manzano Rd Berrico	0.800	16' - 20'	2	2009 GPS TCRD	
Venado Loop	Junction A100/V-Hill Road, proceed in circular motion	County Road A100/V-Hill Rd	0.390	16' - 20'	2	2009 GPS TCRD	
Windmill Road	Junction A099, County line, proceed W	Houstein Hill	0.110	16' - 20'	2	2009 GPS TCRD	
Total		Total Miles	40.214				

85.195

- 1 Chipseal estimated miles maintained
 - 2 Graveled estimated miles maintained
- Total estimated miles maintained

Total Estimated Mileage on County Designated Roadways for Maintenance. (Gravel)

846.527

NOTE: Records in the 911 system has mileage on the full length of a roadway, NOT all roadways in its entire length are designated for maintenance. 911's mileage records are not the same as the numbering system of the map for county maintained roads.

NOTE: Torrance County began in January 2004 GPS on county maintained roadways, and project continues to date. Torrance County continues to update GPS of all maintained roads. (Each year change may occur both in chip seal and or pitrun roadway mileage readings).

NOTE: Any roads that have been deleted, have been removed.



*Agenda Item
No. 12-A*



Torrance County Board of Commissioners

Meeting 2/12/2020

Department: Manager
Prepared By: Janice Y. Barela

Title: Purchase Agreement for 207 Salt Missions Trail NE

Sponsor:

Manager

Action:

Request for approval of the Purchase Agreement for 207 Salt Missions Trail NE and authorize the County Manager to authorize all documents and funding required to complete the purchase.

Summary:

County Commission expressed interest in an alternative site for Road Department. Careful consideration was given to desired location, improvements and size of property. At the direction of the County Commission, County Manager Johnson began working through a broker, and on January 8, 2020, the County submitted an offer on property located at 207 Salt Mission Trail NE in the amount of \$157,500, with \$3,000 in Earnest Money. This action requests public ratification of the executed purchase agreement.

Significant Issues:

- Internet connectivity will be a challenge as fiber optics run on the west side of Highway 41. The property is on the east side of the highway.
- Purchase Agreement allows for 45 days to complete inspections. Depending on results of inspections, the County has the option of requesting repairs and/or negotiating financial remedies for any deficiencies.

Financial:

- Per Purchase Agreement, County Manager Johnson delivered \$3,000 Earnest Money to Title Company to be held in escrow.
- Purchase amount will come out of the Capital Outlay Fund 621-96-2611. This money is encumbered by Purchase Order number 34814. Earnest Money was paid out of this fund, leaving the current purchase balance at \$154,500 plus minimal closing costs.
- County will be responsible for ½ the amount of closing fees and legal document preparation, estimated at \$5,000-\$7,000.

Staff Recommendation:

Staff does recommend approval.

NOTE: Commission gave prior approval for County Manager Johnson to proceed with submission of the offer to purchase 207 Salt Mission Trail NE, including the purchase price. This agenda requests approval of the executed purchase agreement.



**NEW MEXICO ASSOCIATION OF REALTORS®
PURCHASE AGREEMENT – COMMERCIAL – 2020
PART I – BROKER DUTIES DISCLOSURE**

Per New Mexico law, Brokers are required to perform a specific set of applicable Broker Duties. Prior to the time the Broker generates or presents any written documents that has the potential to become an express written agreement, he/she must disclose such duties and obtain written acknowledgement that the Broker has made such disclosures.

SECTION A: All Brokers in this transaction owe the following broker duties to ALL buyers and sellers in this transaction, even if the broker is not representing the buyer or the seller in the transaction:

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of potential conflict of interest that the broker has in the transaction, including, but not limited to;
 - A. Any written brokerage relationship the Broker or any other written agreement has with any other parties to the transaction or;
 - B. Any material interest/relationship of a business, personal or family nature that the broker has in the transaction; or
 - C. Any written agreement the Broker has with a Transaction Coordinator who will be providing services related to the transaction.
5. Written disclosure of any adverse material facts actually known by the broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

SECTION B: In addition to the above duties, Broker(s) owes the following Broker Duties to the buyer(s) and/or seller(s) in this transaction to whom the Broker(s) is/are directly providing real estate services, regardless of the scope and nature of those services.

1. Unless otherwise agreed to in writing by the party, assistance to the party in completing the transaction including:
 - A. timely presentation of and response to all written offers or counteroffers; and
 - B. active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;
2. Acknowledgement by the broker that there may be matters related to the transaction that are outside the broker's knowledge or expertise and that the broker will suggest that the party seek expert advice on these matters;
3. Advise to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement;
4. Prompt accounting for all money or property received by the broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law;
6. Written disclosure of brokerage relationship option available in New Mexico:
 - A. **Exclusive agency:** an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interest of the person in real estate transaction;
 - B. **Dual agency:** an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as facilitator in real estate transaction rather than as an exclusive agent for either party;
 - C. **Transaction Broker:** The non-fiduciary relationship created by law, wherein a brokerage provides real estate services without entering into an agency relationship.
7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller shall not disclose the following to the buyer in a transaction:
 - A. that the seller has previously indicated he/she will accept a sales price less than the asking or listed price;
 - B. that the seller will agree to financing terms other than those offered;
 - C. the seller's motivation for selling/leasing; or
 - D. any other information the seller has requested in writing remain confidential, unless disclosure is required by law;
8. Unless otherwise authorized in writing, a broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
 - A. that the buyer has previously indicated he/she will pay a price greater than the price submitted in a written offer;
 - B. the buyer's motivation for buying; or
 - C. any other information the buyer has requested in writing remain confidential, unless disclosure is required by law.

BUYER(S) AND SELLER(S): PLEASE ACKNOWLEDGE RECEIPT BY INITIALING BELOW



**NEW MEXICO ASSOCIATION OF REALTORS®
PURCHASE AGREEMENT – COMMERCIAL – 2020
PART II – OTHER REQUIRED DISCLOSURES**

Broker shall update these and all other required disclosures as needed.

BUYER'S BROKER DISCLOSURES:

- Brokerage Relationship.** Tim J MacEachen ("Buyer's Broker") is working with the Buyer as a:
 - Transaction Broker without a written agreement.
 - Transaction Broker with a written agreement (NMAR Form 1206 or other Buyer Broker Agreement).
 - Agent with a written agreement (NMAR Form 1206 or other Buyer Broker Agreement with Agency Addendum).
- In-House Transaction: Buyer and Seller's Consent to Dual Representation, NO Dual Agency created.**
 - Buyer's Broker is licensed under the same Qualifying Broker as Seller's Broker.
 - Buyer's Broker is also Seller's Broker for the property in this Transaction. Broker has a written listing agreement with Seller as Transaction Broker Agent.
 - Brokerage is representing both Buyer and Seller.
- Dual Agency:** Brokerage is representing both Buyer and Seller by means of written agency agreements with each of them and Designated Agency has not been chosen by the Qualifying Broker; Designated Agency is a policy that discloses to a client that the broker representing him/her as an agent is the client's only representative in the brokerage. When Designated Agency is not chosen, Dual Agency is created. Prior to writing or presenting this offer, Broker must obtain written consent from the parties to act as a Dual Agent (NMAR Form 1301, Agency Agreement – Dual).
- Additional Disclosures:** If applicable, check box below and attach NMAR Form 2100 or other disclosure.
 - Buyer's Broker has an **OWNERSHIP INTEREST IN PROPERTY**
 - Buyer's Broker has **OTHER WRITTEN AGREEMENTS IN THE TRANSACTION**
 - Buyer's Broker has a **CONFLICT OF INTEREST** (material interest/business, personal or family relationship)
 - Buyer's Broker knows of **ADVERSE MATERIAL FACTS** about the Property and/or Transaction;
 - Buyer's Broker has engaged a **LICENSED TRANSACTION COORDINATOR ("TC")** to provide services related to the transaction: **BROKER DUTIES:** Licensed TCs who have no interaction with the Broker's Customer or Client and/or other parties or brokers involved in the transaction, owe Broker Duties 1-5 in Section A on Cover Page I. Licensed TCs who work directly with the Broker's Customer or Client and/or other parties or brokers in the transaction, owe Broker Duties 1-5 of Section A on Cover Page I and 5, 7 and 8 of Section B on Cover Page I. Licensed TCs:

SELLER'S BROKER DISCLOSURES:

- Brokerage Relationship.** Pete Golden ("Seller's Broker") is working with the Seller as a:
 - Transaction Broker with a written Listing Agreement.
 - Agent with a written Listing Agreement with Agency Addendum.
 - Transaction Broker without a Listing Agreement, but with a Compensation Agreement.
- Additional Disclosures:** If applicable, check box below and attach NMAR Form 2100 or other disclosure.
 - Seller's Broker has an **OWNERSHIP INTEREST IN PROPERTY**
 - Seller's Broker has **OTHER WRITTEN AGREEMENTS IN THE TRANSACTION**
 - Seller's Broker has a **CONFLICT OF INTEREST** (material interest/business, personal or family relationship)
 - Seller's Broker knows of **ADVERSE MATERIAL FACTS** about the Property and/or Transaction;
 - Seller's Broker has engaged a **LICENSED TRANSACTION COORDINATOR ("TC")** to provide services related to the transaction: **BROKER DUTIES:** Licensed TCs who have no interaction with the Broker's Customer or Client and/or other parties or brokers involved in the transaction, owe Broker Duties 1-5 in Section A on Cover Page I. Licensed TCs who work directly with the Broker's Customer or Client and/or other parties or brokers in the transaction, owe Broker Duties 1-5 of Section A on Cover Page I and 5, 7 and 8 of Section B on Cover Page I. Licensed TCs:

- Buyer is a New Mexico Real Estate Broker
- Buyer is a party to another Buyer-Broker Agreement

- Seller is a New Mexico Real Estate Broker

BUYER
 Buyer Signature: [Signature] Date: 1/8/2020 Time: 5:00am

SELLER
 Seller Signature: [Signature] Date: 1-9-20 Time: 10:30 A.M.



**NEW MEXICO ASSOCIATION OF REALTORS®
PURCHASE AGREEMENT – COMMERCIAL – 2020
THE FOLLOWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
BROKERS ARE NOT PARTIES TO THIS PURCHASE AGREEMENT.**

BUYER'S BROKER(S)

Buyer's Broker Name: Tim J. MacEachen, CCIM, SIOR 7626QB Buyer's Broker's NMREC License No.

If different, Buyer's Broker's Qualifying Broker's Name: _____ Buyer's Broker's Qualifying Broker's NMREC License No. _____

Buyer's Brokerage Firm: Rio Real Estate Investment Opp Office Phone: 505-296-6388 Fax: 505-237-9477

Buyer's Brokerage Address: 7615 Indian School NE City: Albuquerque State: NM Zip Code: 87110

Email Address: timmac@rio-re.com Cell Number: 505 239-5555 Broker is is not a REALTOR®

Buyer's Broker Name: _____ Buyer's Broker's NMREC License No. _____

If different, Buyer's Broker's Qualifying Broker's Name: _____ Buyer's Broker's Qualifying Broker's NMREC License No. _____

Buyer's Brokerage Firm: _____ Office Phone: _____ Fax: _____

Buyer's Brokerage Address: _____ City: _____ State: _____ Zip Code: _____

Email Address: _____ Cell Number: _____ Broker is is not a REALTOR®

SELLER'S BROKER

Seller's Broker Name: Pete Golden 3065 Seller's Broker's NMREC License No.

If different, Seller's Broker's Qualifying Broker's Name: _____ Seller's Broker's Qualifying Broker's NMREC License No. _____

Seller's Brokerage Firm: Pete Golden Realty, LLC Office Phone: (505) 384-2606 Fax: _____

Seller's Brokerage Address: Box 89, McIntosh, 87302 City: _____ State: _____ Zip Code: _____

Email Address: goldpete1@gmail.com Cell Number: 505-918-2075 Broker is is not a REALTOR®

Seller's Broker Name: Pete Golden Seller's Broker's NMREC License No. 3065

If different, Seller's Broker's Qualifying Broker's Name: _____ Seller's Broker's Qualifying Broker's NMREC License No. _____

Seller's Brokerage Firm: Pete Golden Realty LLC Office Phone: 505 918 2075 Fax: _____

Seller's Brokerage Address: P.O. Box 89 City: McIntosh State: NM Zip Code: 87032

Email Address: goldpete 2@gmail.com Cell Number: 505 918 2075 Broker is is not a REALTOR®



**NEW MEXICO ASSOCIATION of REALTORS®
PURCHASE AGREEMENT – COMMERCIAL – 2020**



1. TERMS SUMMARY.

This Agreement includes:

- Addendum
- Financing Addendum
- Exhibit A Legal Description (to be provided by title company)
- Other (Describe): well and septic information sheets, property disclosure statement

Offer Date: January 8 2020

Offer Expiration Date: January 10 2020

Buyer: Torrance County by Wayne Johnson

Seller: _____

Property Description: _____

Address: 207 Salt Missions Trail NE Estancia NM 87016

Legal Description: Tract 1-C, portion of Tract C, Lands of Evelyn Smith revocable trust

Purchase Price: \$ 157,500.00

Earnest Money: \$ 3,000.00

Inspection Period: 45 days from mutual execution of purchase agreement

Closing Date: March 6 2020

Conveyance Documents:

- Deed General Warranty Deed Special Warranty Deed Quitclaim Deed Other: _____

Check all that apply:

- Assignment of Leases
- Other (Describe): _____
- Survey Type: ALTA Boundary Other (Describe): _____
- Environmental Site Assessment: Phase I Phase II Other (Describe): _____

2. TITLE COMPANY: Old Republic Title Company

Title Officer Name: Lisa Ortega

Phone: 505 994-6679 Facsimile: 505 214-5032

Email: lortega@republictitle.com

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NEW MEXICO ASSOCIATION OF REALTORS®
PURCHASE AGREEMENT – COMMERCIAL – 2020



3. FINANCE CONTINGENCY

If checked, this Agreement is contingent upon Buyer obtaining financing on or before _____ N/A and Financing Addendum (NMAR Form 3106) is attached if appropriate.

4. **PROPERTY.** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price pursuant to the terms of this Purchase Agreement (“Agreement”). The parties agree that if the legal description of the Property in this Agreement is not accurate, this Agreement shall not be invalid and the legal description shall be revised in a manner acceptable to Buyer, Seller and Title Company. The Property includes all fixtures and permanent improvements located at the Property, including all mechanical systems, electrical systems, plumbing systems, heating, ventilating and air conditioning systems and equipment, sprinkler systems, security systems, fire detection systems, telephone distribution systems (lines, jacks and connections only), floor coverings, window coverings, elevators, signs, paving and landscaping. The Property includes all of Seller’s interest in Existing Leases (as defined below), subleases, licenses, lease guaranties, easements, rights-of-way, streets, alleys, access rights, water rights, air rights, development rights, zoning rights and variances, and all other estates, rights, titles, interests, servitudes, tenements, and appurtenances of any nature whatsoever, in any way now or hereafter belonging to, relating to or pertaining to the Property. Service contracts, employment agreements, warranties and management agreements, to the extent they are assignable, will be included with the Property. THIS AGREEMENT IS NOT TO BE USED FOR TRANSACTIONS INVOLVING AN ASSIGNMENT OF A GROUND LEASE. UNLESS SPECIFICALLY PROVIDED IN AN ADDENDUM TO THIS AGREEMENT, BUYER IS NOT PURCHASING ANY PERSONAL PROPERTY OF SELLER PURSUANT TO THIS AGREEMENT. (IN THE EVENT BUYER IS PURCHASING PERSONAL PROPERTY OF SELLER IN CONJUNCTION WITH PURCHASE OF THE PROPERTY, BUYER SHOULD CONSULT AN ATTORNEY REGARDING NECESSARY ADDITIONAL DOCUMENTATION.)

5. **DEFINITIONS.** The following terms will have the following meanings:

- A. **BROKER** includes Buyer’s and Seller’s brokers.
- B. If a specific DATE is stated as a deadline in this Agreement, then that date **IS** the **FINAL** day for performance; and if that date falls on a Saturday, Sunday or a legal Holiday, the date **does not** extend to the next business day.
- C. **DATE OF ACCEPTANCE** is the date this Agreement is fully executed and delivered.
- D. **DAY(S)** will be determined on a “calendar day” basis and if the **FINAL** day for performance falls on a Saturday, Sunday or legal Holiday, the time therefore will be extended to the next business day. Legal Holidays are described as New Year’s Day, Martin Luther King Jr.’s Birthday, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, and Christmas.
- E. **DELIVERED** means personally delivered or by any method where there is evidence of receipt. In the event the parties have agreed to electronic transmission of documents, a facsimile or e-mail transmission of a copy of this or any related document shall constitute delivery of that document. When an item is delivered to the real estate Broker who is working with or who represents the Buyer or Seller, it is considered delivered to the Buyer or Seller respectively, except if the same Broker works for or represents both Buyer and Seller, in which case, the item must be delivered to the Buyer or Seller, as applicable.
- F. **DEADLINES.** Any “deadline(s)” can be expressed either as a calendar date (See Paragraph 5(C)) or as a number of days (See Paragraph 5(E)).
- G. **ELECTRONIC** means relating to technology having electrical, digital, magnetic, wireless, telephonic, optical, electromagnetic or similar capabilities and includes, but is not limited to, facsimile and e-mail.
- H. **ELECTRONIC RECORD** means a record created, generated, sent, communicated, received or stored by electronic means.
- I. **ELECTRONIC SIGNATURE** means an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
- J. **FIXTURE** means an article which was once personal property, but which has now become a part of the Property because the article has been fastened or affixed to the Property.

[Handwritten signatures]



**NEW MEXICO ASSOCIATION OF REALTORS®
PURCHASE AGREEMENT – COMMERCIAL – 2020**



- K. **MASCULINE** includes the feminine.
- L. **SINGULAR** includes the plural.

6. EARNEST MONEY. Within 5 days of the Date of Agreement, Buyer shall deliver the Earnest Money to the Title Company, to be held in escrow pursuant to the terms of this Agreement. The Earnest Money shall be held in a federally insured Trust account selected by the Title Company. Subject to the provisions of this Agreement, the Earnest Money is to be applied toward the purchase of the Property at the Closing. Upon Title Company's request, Buyer agrees to provide Title Company with its Federal Tax Identification Number. If Buyer fails to deposit the Earnest Money as required by this Agreement, this Agreement shall be automatically terminated.

7. DISCLOSURE AND DELIVERY OF INFORMATION. Within 5 days of the Date of Agreement, Seller shall provide to Buyer true, correct and complete copies, to the extent that they are in Seller's control or possession, of the following: previously prepared environmental audits and inspections, physical inspection reports, maintenance information, warranties, service and other contracts, engineering reports, hydrology reports, drainage information, grading information, soils reports, topography information, utility reports and information, building plans and specifications, certificates of occupancy, plats, prior surveys, site plans, tax assessments and tax bills for the past two (2) years, utility bills, governmental and quasi-governmental notices, a schedule of all lawsuits (except suits initiated by Seller against tenants no longer occupying space at the Property) pending or threatened related to the Property (including a summary of relevant facts, status of the action, parties, court and attorneys involved), and such other information, notices, correspondence, agreements and other materials, if any, in Seller's possession related to the Property.

8. LEAD-BASED PAINT (LBP). If any part of this Property is a RESIDENCE built before 1978, SELLER MAY NOT ACCEPT AN OFFER FROM BUYER UNTIL SPECIFIC DISCLOSURES REGARDING LBP HAVE BEEN MADE TO THE BUYER. (See LBP Disclosure – NMAR Form 5112). Additionally, both Residential AND certain commercial buildings built prior to 1978 are subject to the Lead Based Paint Renovation Repair and Painting Program (RRPP) (See LBP RRPP Information Sheet – NMAR Form 5112A).

9. INSPECTION PERIOD. Seller is required to disclose to Buyer any adverse material defects known to him about the Property. However, Seller does not have an obligation to inspect the Property for the Buyer's benefit or to repair, correct or otherwise cure known defects that are disclosed to Buyer or previously unknown defects that are discovered by Buyer or Buyer's inspectors.

Buyer shall have the period of time set forth above as the Inspection Period to review the Property. During the Inspection Period, Buyer shall review all of the information regarding the Property provided by Seller. In addition, during the Inspection Period, Buyer may perform such other inspections and review such other information as is desired by Buyer. Such inspections, unless otherwise specified in this Agreement, shall be at Buyer's expense. Such inspections and reviews may include, but are not limited to, physical inspection of the Property, environmental inspection of the Property, soil inspection, review of governmental approvals and permits related to the Property, zoning, title, survey, leases, financial information related to the Property, service agreements, management contracts, and other agreements related to the Property. Seller authorizes Buyer to request zoning and other similar certifications from applicable governmental and quasi-governmental authorities. Buyer agrees to not unreasonably disturb Seller's tenants at the Property and to conduct all inspections and tests at times mutually acceptable to Buyer and Seller. Seller releases Buyer from all claims and liabilities arising out of such requests by Buyer, including but not limited to enforcement actions triggered by such requests. During the Inspection Period, Buyer is specifically entitled to review the following:

- A. **PHYSICAL INSPECTION.** Buyer, at Buyer's election and expense, may obtain a physical inspection, lead-based paint hazard inspection and/or lead-based paint risk assessment concerning the Property.
- B. **TITLE.** Within 7 days of the Date of Agreement, Seller shall obtain a title commitment ("Title Commitment") from Title Company. Along with the Title Commitment, Title Company shall provide to Buyer copies of all documents listed as exceptions, a property tax search and copies of all plats related to the Property. Buyer shall be entitled to review title to the Property during the Inspection Period.

[Handwritten signatures]



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- C. **SURVEY.** The survey of the Property of the type specified above shall be obtained by the party designated. The survey shall be obtained as soon as practicable and, in any event, within 15 days of the Date of Agreement. If an ALTA survey is designated, the survey shall be prepared consistent with the American Land Title Association/American College on Survey & Mapping standards for urban surveys, including the optional items on Table A as selected by the party obtaining the survey. If a boundary or other survey is to be obtained, such survey shall be prepared consistent with the Minimum Standards for Surveying in New Mexico. All surveys shall be certified to Seller, Buyer, Title Company and Buyer's Lender, if any. The "Flood Zone" status of the Property shall be reflected on the survey.
- D. **LEASES.** During the Inspection Periods, Buyer may review all leases, subleases, lease guaranties, licenses, concession agreements and other rental or occupancy arrangements (collectively "Existing Leases") affecting the Property. Prior to the Closing, Seller shall obtain an estoppel certificate ("Estoppel Certificate") covering such matters and on a form mutually acceptable to Buyer and Seller from each tenant at the Property. Seller shall use its best efforts to obtain all Estoppel Certificates as soon as possible and in any event on or before the Closing Date. If any Estoppel Certificate cannot be obtained in a timely manner, Seller shall promptly give notice to Buyer of Seller's failure to obtain such Estoppel Certificate; and, in such event, Buyer, within N/A days after notice is given, may terminate this Agreement and have the Earnest Money, including accrued interest, delivered to Buyer.
- E. **ENVIRONMENTAL SITE ASSESSMENT.** The Environmental Site Assessment of the Property shall be obtained by the party set forth in Paragraph 18 at such party's expense, within 21 days of the Date of Agreement. The site assessment of the Property shall be of the type specified above and shall be performed in a manner consistent with the standards created by American Society for Testing and Materials Standards.
- F. **SOIL AND DRAINAGE INSPECTION.** Buyer, at Buyer's election and expenses, may obtain soil and drainage inspections and tests concerning the Property.
10. **BUYER'S ENTRY.** Buyer shall be responsible for all costs, expenses, liabilities and damages incurred by Seller as a result of Buyer's entry onto the Property prior to the Closing. Buyer shall return the Property to the condition it was in prior to any entry, test and/or inspection by Buyer. All inspections and tests conducted by Buyer regarding the Property shall be promptly paid for by Buyer. Buyer indemnifies and agrees to defend Seller and the Property from any and all claims, liabilities, liens, losses, expenses (including reasonable attorneys' fees and costs), and/or damages arising out of or related to any such entry, inspections and/or tests by Buyer, its agents, contractors and employees, in connection with this Agreement.
11. **BUYER'S OBJECTION.** Prior to the end of the Inspection Period, Buyer may disapprove the Property and/or any item related to the Property **in writing**. In such event, Buyer, at Buyer's election, may either terminate this Agreement or give notice to Seller requesting that Seller cure the items disapproved by Buyer. Seller shall have the obligation, at Seller's expense, to satisfy and remove at or before the Closing all monetary encumbrances disapproved by Buyer. Regarding disapproval by Buyer of items other than monetary encumbrances, within 5 days of Buyer's notice requesting Seller's cure, Seller shall provide notice to Buyer of Seller's proposed cure and the time period necessary for Seller to effectuate the cure. Upon receipt of the response from Seller, Buyer shall within 5 days elect to either terminate this Agreement or accept Seller's proposed cure. If Buyer elects to terminate this Agreement, the Earnest Money, shall be delivered to Buyer. If Buyer agrees to Seller's proposed cure, the Closing Date shall be extended, if necessary, consistent with the time period specified for Seller's cure. If Buyer does not disapprove the Property in writing, Buyer shall be deemed to have approved the Property and the Earnest Money shall become non-refundable.
12. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Except as is expressly disclosed by Seller in accordance with Paragraph 6, Seller makes the following representations and warranties to Buyer as of the Date of Agreement and as of the Closing Date.

Representations and warranties made in Subparagraphs A through N are made to the best of Seller's current and actual knowledge:



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- A. Seller is the sole owner of the Property and has the full right, power and authority to sell the Property to Buyer as provided in this Agreement.
- B. There are no adverse soil, topography, hydrology, or drainage conditions at the Property.
- C. There are no hazardous materials, hazardous conditions, toxic substances, asbestos, or contaminated substances, including but not limited to asbestos, lead-based paint and/or PCB transformers at the Property.
- D. No governmental or quasi-governmental entity has notified Seller of any action, contemplated action or issue relating to or impacting the Property;
- E. The Property has never been used as a dump, landfill or other similar use and the Property has never had an above ground or an underground storage tank located on it.
- F. All information and documents provided by Seller to Buyer regarding the Property are true, correct and complete. Notwithstanding the foregoing, Seller is not providing any representation or warranty to Buyer regarding the sufficiency, accuracy, completeness, or correctness of any information or report prepared by any party other than Seller. Seller does not provide any representation or warranty to Buyer concerning the skill or competency of any third party producing any such information.
- G. Seller is not aware of any unpaid liens or assessments, or items which could result in a lien, related to the Property.
- H. Water service, electric service, natural gas, telephone service, and public sewer service are presently serving the Property.
- I. The Property is not subject to any historical Property designation and/or development limitation.
- J. Seller will not violate or modify any existing lease or Other Agreement, or create any new lease or Other Agreement affecting the Property, without Buyer's prior written approval.
- K. No person other than tenant(s) pursuant to the Existing Leases shall have any right to possession of the Property.
- L. No work has been performed which has not been paid for or which could give rise to any mechanic's or materialmen's lien being filed against the Property.
- M. No lawsuit or other claim is pending or threatened against Seller and/or the Property.
- N. No tenant or occupant of the Property is subject to any bankruptcy, receivership, probate or insolvency proceeding.
- O. Seller is not subject to any bankruptcy, receivership, probate or insolvency proceeding.
- P. Seller has not collected and will not collect any rent or other monies related to the Property for any period after the Closing Date.

Seller's representations and warranties shall survive the Closing.

13. PRORATIONS, ADJUSTMENTS AND TRUST FUNDS. At the Closing, the following shall occur:

- A. **TAXES, ASSESSMENTS, UNPAID EXISTING IMPACT FEES.** Applicable real property taxes shall be prorated through the Closing Date, based upon the latest tax information available to Title Company. Seller shall pay all special assessments, standby charges, prorate charges and other similar charges and/or assessments existing as of the Closing.
- B. **INSURANCE.** All insurance obtained by Seller will terminate on the Closing Date. Buyer is advised to obtain appropriate insurance related to the Property effective as of the Closing Date.
- C. **RENT, SECURITY DEPOSITS, AND RELATED EXPENSES.** All rent and other similar monies, including but not limited to utilities, operating expenses and other "pass-through's", shall be prorated as of the Closing Date. The parties agree to promptly adjust between themselves outside of the escrow any rents received after the Closing Date. All security deposits pursuant to Existing Leases shall be delivered to Buyer and paid for by Buyer at the Closing.
- D. **LOAN IMPOUNDS.** At the Closing, Seller shall assign to Buyer, and Buyer shall pay for all impounds or trust funds (including but not limited to insurance escrows, tax escrows, and replacement reserves), held by the lender regarding any loan being assumed by Buyer.
- E. **OTHER CHARGES RELATED TO THE PROPERTY.** All other charges related to the Property, including but not limited to utility bills, service contracts, and management fees shall be paid by Seller through the Closing Date. All service contracts, management agreements and other contracts, unless specifically approved and



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assumed by Buyer in writing at the Closing, shall be terminated by Seller effective as of the Closing Date. Buyer shall pay for all fees incurred in conjunction with the assignment of any service contract, management agreement and/or other contract. Buyer shall be responsible for changing over to Buyer all utilities as of the Closing Date. Utility deposits, if any, shall be assigned to Buyer and be paid for by Buyer at the Closing. Title Company is hereby authorized to retain such monies out of the closing proceeds as are reasonably necessary to pay utility charges which could result in a municipal lien being filed against the Property for any period of time prior to the Closing Date.

14. **MATERIAL CHANGE.** No Material Change, as hereinafter defined, shall have occurred before the Closing with respect to the Property that has not been approved in writing by Buyer. For purposes of this Agreement, "Material Change" shall mean a change in the status of a use, occupancy, tenants, financial condition or physical condition of the Property. In the event of a Material Change, Buyer, at Buyer's election, may terminate this Agreement within 10 days of receiving notice from Seller of such Material Change. If Buyer terminates this Agreement, the Earnest Money and all interest accrued thereon shall be returned to Buyer.
15. **RISK OF LOSS.** In the event of damage or destruction of all or any portion of the Property by wind, water, fire or other casualty, Seller will promptly notify Buyer of the nature and extent of such damage or destruction. In such event, Buyer, in its sole discretion, within 10 days of such notice, may either terminate this Agreement, negotiate a mutually acceptable reduction in the Purchase Price, obtain an assignment of insurance proceeds from Seller or apply insurance proceeds actually received by Seller as of the Closing to the Purchase Price. Prior to the Closing, risk of loss with respect to the Property shall be on Seller. After the Closing, risk of loss with respect to the Property shall be on Buyer.
16. **CONDEMNATION.** Promptly upon obtaining knowledge of any threatened or filed condemnation proceeding against all or any portion of the Property, Buyer and Seller will notify the other party of such proceeding. In such event, Buyer, in its sole discretion, may either terminate this Agreement, negotiate a mutually acceptable reduction in the Purchase Price, obtain an assignment of condemnation proceeds from Seller or apply condemnation proceeds actually received by Seller as of the Closing to the Purchase Price.
17. **CLOSING.** The closing ("Closing") shall occur on the Closing Date. All documents shall be delivered by the respective parties to Title Company to be held in escrow pending the Closing. Each document shall be duly executed and, if the document is to be recorded, duly acknowledged for the Closing.
- A. Unless stated otherwise in this Contract, Seller shall deliver the following:
- i. The Deed, of the type specified above, subject only to the title items not objected to by Buyer during the Inspection Period.
 - ii. An assignment of the Existing Leases.
 - iii. An affidavit executed by Seller providing that Seller is not a "foreign person" as established by Internal Revenue Code Section 1445 or successor statutes.
 - iv. Other applicable closing documents required or specified by this Agreement.
 - v. Closing statement prepared by Title Company for Seller.
- B. Unless stated otherwise in this contract for the Closing Buyer shall deliver the following:
- i. The balance of the Purchase Price.
 - ii. Other applicable closing documents required or specified by this Agreement.
 - iii. Documents, if any, related to Buyer's financing for the Property.
 - iv. Closing Statement prepared by Title Company for Buyer.

As soon after the Closing as is reasonably practicable, Title company shall issue to Buyer a standard New Mexico Owner's Title Insurance Policy, effective as of the Closing Date, in the amount of the Purchase Price, insuring title to the Property vested in Buyer, in a form consistent with the Title commitment, and subject only to exceptions not objected to by Buyer during the Inspection Period.



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All documents shall be in a form mutually acceptable to Buyer and Seller. Prorations shall be handled at the Closing as set forth in this Agreement.

18. COSTS TO BE PAID. Buyer or Seller will pay the following marked items:

TITLE COMPANY CLOSING COSTS	Buyer	Seller	Not Required
Closing Fee	1/2	1/2	
Pro-Rata Data Search		x	
Legal Document Preparation	1/2	1/2	
Special Assessment Search		x	if neces.
Buyer Recording Fees	x		
Seller Recording Fees		x	
Other:			
Other:			
POLICY PREMIUMS			
Title Commitment		x	
Standard Owner's Policy		x	
Mortgagee's Policy			x
Mortgagee's Policy Endorsements			x
Other:			
Other:			
MISCELLANEOUS			
Survey (Paragraph 9C)		x	
Septic System Inspection (NMAR Form No. 2308)		x	
Well Inspection (NMAR Well Information Sheet No. 2307)		x	
Impact Fees			x
Property (Condo) Owner Association Fees			x
Environmental Site Assessment (Paragraph 9E)		x	
ESCROW / COLLECTION FEES			
Set up			x
Periodic			x
Close out			x
Other:			
Other:			

19. POSSESSION. Possession of the Property (subject to the rights of tenants under the Existing Leases) and keys to the Property shall be delivered by Seller to Buyer at the Closing.

20. DEFAULT AND REMEDIES. Before exercising any remedy, the non-defaulting party shall give the defaulting party five (5) days written notice specifying the default, and the defaulting party shall be permitted to cure the default in such period. If a default occurs under this Agreement, then this Agreement may be terminated at the option of the non-defaulting party. If the non-defaulting party elects to treat this Agreement as terminated, the Earnest Money and all

Buyer  Seller 



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accrued interest thereon, shall be delivered to the non-defaulting party and the non-defaulting party may pursue any additional remedies available at law, in equity or otherwise. In the event, however, the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party shall have the right to specific performance. Buyer and Seller acknowledge and agree that Broker(s) will not in any circumstance be responsible for any breach by either party under this Agreement.

21. ATTORNEY FEES AND COSTS. Should any aspect of this Agreement result in dispute, litigation, or settlement, the prevailing party of such action including all Brokers involved in the transaction, shall be entitled to an award of reasonable attorneys' fees and court costs.

22. DISCLAIMERS. Buyer acknowledges that it is acquiring the Property based on Buyer's own review and inspection. Buyer is acquiring the Property "AS IS" and "WITH ALL FAULTS". Except as expressly provided in this Agreement, Seller makes no representation, warranty, inducement, promise, agreement or assurance regarding the Property, including but not limited to any warranty or representation as to condition, compliance with laws, zoning, water, soil, access size, marketability, value, future value, utilities, occupancy, or otherwise. **ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.** Buyer acknowledges that it is not relying upon any representation or warranty by any Broker.

23. REAL ESTATE BROKERS. The parties acknowledge that the Broker(s) are the procuring cause of this Agreement. The parties acknowledge that the specific relationship(s) of Buyer and Seller with such Broker(s) has been established pursuant to separate written agreement. This Agreement shall serve as an irrevocable instruction to Title Company to pay such real estate brokerage fee, including applicable Gross Receipts Tax thereon, to Broker(s) from the Closing. Other than Seller's obligations to the Broker(s) as set forth above, Buyer and Seller represent to each other that they have had no dealings with any other broker, or agent, and that no person or entity, other than the Broker(s) has any claim for a fee or commission in conjunction with the sale covered by this Agreement. Each party indemnifies and agrees to defend the other party from any and all costs and liabilities arising from any breach of any representation contained in this paragraph.

24. BROKER'S COMPENSATION.

- A. Listing Broker to be paid per Listing Agreement; Buyer's Broker(s) to be paid per offer of compensation made through Multiple Listing Service.
- B. Listing Broker to be paid at closing a compensation of 3 % plus applicable New Mexico Gross Receipts Tax to be paid by Seller. Buyer's Broker to be paid at closing a sales compensation of 3 % plus applicable New Mexico Gross Receipts Tax to be paid by Seller. Other instructions: _____

25. FURTHER ACTION. Buyer and Seller agree to take such other and further action, and execute such additional documents, as are reasonably necessary to consummate the sale pursuant to this Agreement or which are reasonably required by the Title Company in conjunction with the Closing.

26. BACK UP OFFERS. Buyer agrees that until such time as Buyer has approved the condition of the Property or waived any contingency of Buyer set forth in this Agreement, Seller may solicit and/or accept back-up offers to purchase the Property.

27. NOTICES. Any notice required or permitted to be given under this Agreement shall be in writing and may be either personally delivered, sent by recognized overnight courier (for next day delivery) or mailed, postage prepaid, or by any method where there is evidence of receipt addressed to the parties and the Brokers at their respective addresses set forth in this Agreement. If any notice is personally delivered, it shall be deemed given upon delivery. If any notice is sent by recognized overnight courier, it shall be deemed given upon delivery by the courier. If any notice is mailed, it shall be

Buyer _____ Seller D.R.



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deemed given three (3) business days after deposit in the United States mail. A party may change its address for notices by sending a notice to the other party pursuant to the terms of this Paragraph. FACSIMILE AND EMAIL COMMUNICATIONS MAY NOT BE USED FOR NOTICES PURSUANT TO THIS AGREEMENT.

28. **AUTHORITY.** Each party signing this Agreement represents and warrants to the other party that it has full legal power, authority and right to execute, deliver and perform the obligations under this Agreement. Each party represents and warrants to the other party that the transactions contemplated by this Agreement and each person signing this Agreement and/or any document at the Closing has been duly authorized by all requisite action and that no remaining action or third-party consent is required. If Seller is an entity, Seller represents and warrants to Buyer that it is duly formed, validly existing and in good standing under the laws of the State of its organization (as set forth in Paragraph 1) and qualified to do business in New Mexico. If Buyer is an entity, Buyer represents and warrants to Seller that it is duly formed, validly existing and in good standing under the laws of the State of its organization (as set forth in Paragraph 1) and qualified to do business in New Mexico.
29. **AMENDMENT.** This Agreement cannot be amended except as agreed to in writing by the parties.
30. **INVALIDITY.** If any provision of this Agreement is determined to be invalid, ineffective, inoperative, unenforceable, or contrary to law, all of the remaining provisions of this Agreement shall remain in full force and effect.
31. **CONFIDENTIALITY.** Buyer and Seller agree that at all times after the Date of Agreement and prior to the Closing, unless consented to in writing by the other party or required by law, no party shall issue a press release or other public disclosure concerning the pending sale of the Property. Buyer and Seller agree to notify their employees, agents, contractors and Broker(s) involved in the sale of this confidentiality provision. No memorandum or other document referencing this Agreement shall be recorded.
32. **ATTORNEY REVIEW.** Buyer and Seller each acknowledge and agree that this Agreement is a legally binding document and that each party has had a full opportunity to have its respective attorney review, revise and negotiate this Agreement. Consequently, neither party shall be deemed to have had the responsibility of drafting this Agreement if this Agreement at any time is construed or interpreted.
33. **GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Mexico without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Mexico to the rights and duties of the parties. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in the county in which the Property or any portion of the Property is located in connection with any claim, action, suit, or proceeding relating to this Agreement and agrees that all suits or proceedings relating to this Agreement shall be brought only in such courts.
34. **WAIVER.** No waiver or failure by any party to enforce any breach of this Agreement shall be considered to be a waiver of any subsequent breach, regardless of the time, nature or form of the subsequent breach. All waivers must be in writing to be effective.
35. **ENTIRE AGREEMENT.** This Agreement (including all exhibits and addenda) and the Property Disclosure Statement covering the Property constitute a fully integrated document and represent the entire understanding and agreement between Buyer and Seller regarding the Property. All prior discussions, events, or representations, warranties and agreements regarding the Property are hereby superseded and replaced by this Agreement. The parties to this Agreement affirm that the terms and provisions of this Agreement accurately reflect their intent. All exhibits and addenda to this Agreement are incorporated into this Agreement as operative provisions.



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PURCHASE AGREEMENT – COMMERCIAL – 2020



36. **TIME OF THE ESSENCE.** Time is of the essence under this Agreement.
37. **CAPTIONS AND DEFINED TERMS.** The headings and captions contained in this Agreement are for convenience and reference purposes only and shall not define, limit or otherwise affect the terms and conditions of this Agreement. Capitalized words shall have the definition specified in this Agreement, including the definitions set forth in the "Terms" Paragraph.
38. **SEVERABILITY.** If any portion of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
39. **CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES.** The parties do do not consent to conduct any business related to and/or required under this Agreement by electronic means, including, but not limited to the receipt of electronic records and the use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original hand-written signatures. Nothing herein prohibits the parties from conducting business by non- electronic means. If a party has consented to receive records electronically and/or to the use of electronic signatures, that party may withdraw consent at any point in the transaction by delivering written notice to the other party.
40. **ASSIGNMENT.** Buyer may may not sell, assign or transfer the Buyer's rights or obligations under this Agreement, or any interest herein.
41. **MULTIPLE BUYERS.** Each Buyer to this Agreement is jointly and severally liable for all obligations under this Agreement. In the event any buyer should be unable to perform under this Agreement (due to death or incapacity), the remaining Buyer(s) shall continue to be obligated under this Agreement.
42. **DURATION.** If this Agreement is not fully executed by both Buyer and Seller on or before the Offer Expiration Date, the offer evidenced by this partially executed document shall be automatically withdrawn. In such event, all Earnest Money that already has been deposited with the Title Company, and all accrued interest, shall be delivered to Buyer.
43. **COUNTERPARTS.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one (1) document.
44. **FOREIGN SELLERS.** The Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) requires buyers who purchase real property from foreign sellers to withhold fifteen percent (15%) of the amount realized from the sale of the real property for remittance to the Internal Revenue Service (IRS). In the event the seller(s) is NOT a foreign person, FIRPTA requires the buyer to obtain proof of the seller's non-foreign status in order to avoid withholding requirements. Exceptions may apply. For more information, refer to NMAR Form 2304 – Information Sheet – FIRPTA & Taxation of Foreign Persons Receiving Rental Income from U.S. Property.

Prior to or at closing, Seller(s) shall provide to Buyer or to a Qualified Substitute (generally, the Title Company) either a Non-Foreign Seller Affidavit(s) OR a letter from the IRS indicating Seller(s) is exempt from withholding. In the event Seller(s) fails to do so, Buyer shall have the right to withhold fifteen percent (15%) of the amount realized from the sale of the Property for remittance to the IRS.



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PURCHASE AGREEMENT – COMMERCIAL – 2020**

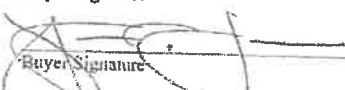


WIRE FRAUD ALERT: Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. The emails look legitimate, but they are not. Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Buyer and Seller should not send personal information such as social security numbers, bank account numbers and credit card numbers except through secured email or personal delivery to the intended recipient.

Buyer _____

OFFER BY BUYER

Buyer acknowledges that Buyer has read the entire Purchase Agreement and understands the provisions thereof.

Buyer Signature	Date	Time
	1/8/2020	8:00 AM
Buyer Name (Print)	Date	Time
Torrance County by Wayne Johnson		
Buyer Name (Print)	wjohnson@tcnm.us	
	Email Address	
Buyer Name (Print)	Email Address	
Buyer Address	City	State
		Zip Code
Buyer Home Phone	Buyer Cell Phone	Buyer Business Phone
		Buyer Fax

**REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT – COMMERCIAL – 2020**

Seller acknowledges that Seller has read the entire Purchase Agreement and understands the provisions thereof.
Seller (select one):

SELLER ACCEPTS this Offer and agrees to sell the Property for the price and on the terms and conditions specified in this Agreement.

SELLER

Seller Signature: *Diana Rennis* Offer Date: 1-9-20 Time: 10:30 A.M.

Seller Signature: _____ Offer Date: _____ Time: _____

Seller Name (Print): _____ Email Address: _____

Seller Name (Print): _____ Email Address: _____

Seller Address: _____ City: _____ State: _____ Zip Code: _____

Seller Home Phone: _____ Seller Cell Phone: _____ Seller Business Phone: _____ Seller Fax: _____

- REJECTS & SUBMITS** a Counteroffer (NMAR Form 5102).
- REJECTS & SUBMITS** an Invitation to Offer (NMAR Form 5103).

IF SELLER IS REJECTING THIS OFFER AND SUBMITTING A COUNTER OFFER, OR IS REJECTING THIS OFFER AND SUBMITTING AN INVITATION TO OFFER, SELLER SHOULD NOT SIGN THIS AGREEMENT, BUT SHOULD INITIAL ALL PAGES.

INITIALS: SELLER _____

- REJECTS** this offer.

IF SELLER IS REJECTING THIS OFFER, SELLER SHOULD NOT SIGN THIS AGREEMENT AND DOES NOT NEED TO INITIAL ANY/ALL PAGES

INITIALS: SELLER _____

act should fill in the date).



**NEW MEXICO ASSOCIATION OF REALTORS®
SEPTIC SYSTEM CONTINGENCY – 2020
ADDENDUM NO. 1**

This Addendum is part of the Residential Commercial Vacant Land Farm and Ranch Purchase Agreement dated 1/8/2020 between Torrance County ("Buyer") and ("Seller") and relating to the following property:

207 Salt Missions Trail NE Address City Estancia Zip Code 87016
 Legal Description Tract 1-C, portion of Tract C, Lands of Evelyn Smith revocable trust
 Or see metes & bounds description attached as Exhibit _____, Torrance County, New Mexico.

The transfer of the Property is subject to Regulations of the State of New Mexico Environment Department ("NMED") governing on-site liquid waste systems. The Seller represents that the Property includes an on-site liquid waste system. This Agreement is contingent upon Buyer's satisfaction with the legal status and physical condition of the on-site liquid waste system and its suitability for Buyer's purpose.

1. **EVALUATION.** Except as noted below, NMED regulations require the Seller to have the on-site liquid waste system evaluated prior to transfer. ("Evaluation"). Per NMED regulations, the date of transfer of the Property is the date the deed transferring the property is recorded. In the event the Property is being sold on a Real Estate Contract ("REC"), the date of transfer is the date equitable title to the Property is transferred to the Buyer, which is the date the REC is fully executed. There is no provision in the NMED regulations for the Buyer to waive the Evaluation. Refer to the NMAR Septic Information Sheet, Form 2308 for information on the appropriate person or entity to conduct the Evaluation.
 - A. If a new or modified system had a final evaluation with final approval within 180 days prior to the date of transfer or an existing system has had an Evaluation within 180 days prior to the date of transfer, a new Evaluation is NOT required. If an existing report is being provided, Seller shall provide the report to Buyer within five (5) days of Date of Acceptance of this Agreement.
 - B. If a new Evaluation is being conducted, it must be conducted no later than January 30, 2020 ("Evaluation Deadline"). **NOTE: Per NMED regulations, if a new Evaluation is being conducted, it must be conducted within 180 days prior to the transfer of the Property. If the Evaluation is conducted more than 180 days prior to the transfer of the Property, an additional Evaluation maybe required by NMED prior to transfer of the Property.**
 - i. Buyer Seller will order and pay for an Evaluation. Regardless of who orders and pays for the evaluation, buyer has the right to select the evaluator.
 - ii. The party ordering the new Evaluation shall be responsible for ensuring the evaluator delivers a copy of the Evaluation to BOTH parties within 7 days of the Evaluation.
2. **DELIVERY OF DOCUMENTS.** Seller will deliver to Buyer the liquid waste permit or permits and any approvals from the New Mexico Environment Department and any other information in Seller's possession relating to the Property's on-site liquid waste system within five (5) days of the Date of Acceptance of this Agreement.

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NEW MEXICO ASSOCIATION OF REALTORS®
SEPTIC SYSTEM CONTINGENCY – 2019
ADDENDUM NO. 1



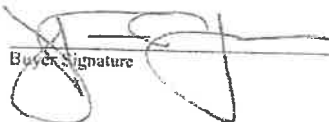
3. **OBJECTIONS.** Buyer may make objections based on the following: 1) any report or any unsatisfactory condition, defects or limitations; 2) the unsuitability of the septic system for Buyer's immediate or long-term purposes; and/or 3) lack of certification or permit. Buyer must submit objections in writing to Seller no later than 2/6/20 ("**Objection Deadline**"). Objections must be accompanied by a copy of the report, evaluation, Determination Letter or other material upon which Buyer relies. Upon objection, Buyer may request that Seller cure the objection(s) or Buyer may terminate this Agreement. In the event of termination, Earnest Money will be refunded to Buyer. If no written objection or termination is delivered to Seller by the Objection Deadline, this contingency shall be deemed waived.

4. **RESOLUTION.** If Buyer makes specific objections and requests Seller to cure, Seller and Buyer may negotiate a resolution. If the objections are not resolved by 2/13/20 (**Resolution Deadline**), this Agreement is terminated and the Earnest Money will be refunded to Buyer.


5. **NOTICE TO BUYER REGARDING ADVANCED TREATMENT SYSTEMS.** If the Property has an Advanced Treatment System, the Buyer will, no later than the Settlement Date, enter into a maintenance agreement with a Maintenance Service Provider approved by the New Mexico Environment Department and file a notice of change of ownership of the system on the form provided by the New Mexico Environment Department.

The Purchase Agreement referred to above is incorporated by reference into this Addendum.

BUYER SIGNATURE


Torrance County
1/8/2020
8:00 AM
 Buyer Signature _____ Date _____ Time _____
 Buyer Signature _____ Date _____ Time _____

SELLER SIGNATURE


1-9-20
10:30 AM
 Seller Signature _____ Date _____ Time _____
 Seller Signature _____ Date _____ Time _____



**NEW MEXICO ASSOCIATION OF REALTORS®
INFORMATION SHEET – SEPTIC SYSTEMS – 2019**

IMPORTANT GENERAL INFORMATION AND DISCLAIMER

This is neither a disclosure nor a warranty concerning any specific property.

If a property is not connected to a public sewer system, there may be a liquid waste disposal system, also known as a septic system (system). The owner of a system is responsible for ensuring that the system on that property and excavation related to the system do not pose a public safety hazard and for properly operating and maintaining the system in accordance with the recommendations of the manufacturer or designer of the system. Furthermore, owners of septic systems are subject to the liquid waste disposal and treatment regulations promulgated by the New Mexico Environment Department (NMED). Under the NMED liquid waste disposal and treatment regulations (regulations), the term "owner" is defined as any person who owns: a septic system or any component thereof; or any lot on which any septic system or any component thereof is located. **In the case of property sold or purchased on a real estate contract (REC), the NMED considers the "owner" of the property to be the buyer.** If the property sold or purchased is owned collectively by multiple owners, the "owner" of the common property is the entity or governing body specifically designated in the governance documents for the common property.

CESSPOOLS

Cesspools, septic tanks without lids and other open pits of raw sewage are dangerous and illegal. A cesspool is defined as an excavation or non-water tight unit that receives untreated water-carried liquid waste allowing direct discharge to the soil. Owning a cesspool is a crime and punishable by up to \$500 in fines and/or up to six months in jail. The NMED has traditionally taken the position that an owner of property with a cesspool who reports the illegal cesspool and applies for a permit to install a modern system will not be prosecuted; however, **neither the seller, the real estate brokers involved in this transaction, nor NMAR make any warranties or guarantees with regard to the NMED's position on this issue.** Financial assistance to install a modern system may be available for low-income households.

TYPES OF SEPTIC SYSTEMS

Under the regulations, systems may be classified as conventional or advanced treatment systems. There are additional regulations that apply to advanced treatment systems and such systems are generally more expensive and require more maintenance than conventional systems. The maintenance for advanced treatment systems must be proved by a factory-authorized individual and has an associated cost. An owner of an advanced treatment system installed after September 1, 2005 is required to enter into an NMED approved maintenance contract with a maintenance service provider that assures maintenance of the system in accordance with the recommendations of the manufacturer or designer of the system. Owners and/or buyers should contact a licensed installer/contractor for information on the increased costs associated with the installation and maintenance of advanced treatment systems.

TYPE OF SEPTIC SYSTEM REQUIRED

The type of system appropriate for any particular piece of property is dependent on the size and use of the property. For example, the number of bedrooms in a home will dictate the size and type of system required for the home. A bedroom is defined under the regulations as any room within a building that is designated as a sleeping room on drawings submitted to the responsible building permitting authority, manufactured housing authority or in the case of unpermitted systems, to the NMED. An otherwise fully functioning system may fail evaluation if the system is considered inadequate in size or type for the number of bedrooms in the home.

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**NEW MEXICO ASSOCIATION OF REALTORS®
INFORMATION SHEET – SEPTIC SYSTEMS – 2019**

Typically, a lot that is 0.75 acres or greater is eligible for a conventional system. However, there may be circumstances in which lots that are 0.75 acres or greater may not qualify for a conventional system for reasons including, but not limited to, the condition of the soil. Undeveloped lots of less than 0.75 acre will likely require an advanced treatment system; conventional treatment systems are not allowed on lots sized smaller than 0.75 acre where there is not an established system. However, the NMED may issue a permit for such an installation in cases where the NMED has identified and mapped where groundwater is not at risk from nitrogen loading from onsite systems. The factors to be considered in determining if groundwater is at risk are set forth in the regulations. Lot size is determined by the total area of the lot plus or minus the area of any liquid waste disposal easements; roadway easements are not deducted in determining the size of the lot.

It is important to note that building, remodeling or expanding improvements on the property in the future may require an upgrade to an existing system. Parties may request a letter of determination from the NMED that indicates the type and size of system required for a specific property and/or particular use.

In atypical circumstances where the property cannot meet the requirements of the regulations, the NMED may consider alternative solutions. In these situations, the parties should consult with a licensed engineer and the NMED.

EVALUATION REQUIREMENTS PRIOR TO TRANSFER

Except as noted below, NMED regulations require that prior to the transfer of a property with an existing system, the seller must have the system evaluated by either NMED or a third-party evaluator depending on *whether* the system is permitted and if permitted, *when* the system was permitted. See below for more information. "Transfer" is defined under the NMED regulations as the "transfer of *equitable* or legal title to a property." Evaluations must be recorded on either the NMED standard form or a form approved by the NMED. Evaluators must submit to the NMED copies of all evaluation reports, whether completed or not, within 15 days of the evaluation. If a permit or variance is required to correct any deficiencies or permit violations identified by the evaluation, an application for such must be submitted within 15 days of the evaluation by the party *who is or will be the owner of the property on the 15th day following the evaluation*. This means that in the event the property is being sold, based on the closing date, there will be occasions where the seller will be required to request the permit or variance, and other occasions where the buyer will be required to make the request. Per the regulations, the property may be transferred prior to the remediation of the system; however, buyer should be aware that once the property is transferred to the buyer, the buyer becomes responsible to the NMED for remedying any defects in the system identified by the evaluation. In the event the Buyer is obtaining a loan for the purchase of the Property, the lender may require all defects in the septic system be remedied before closing.

A property transfer evaluation is NOT required if a final evaluation with final approval for a new or modified system or a property transfer evaluation for an existing system has been done within 180 days of the transfer.

All Permitted Systems

Prior to property transfer, a third-party evaluator must evaluate all permitted systems. The term "third-party evaluator" is defined as someone who has the following qualifications: a valid and appropriate classification of licensure by the construction industries division of RLD; licensure as a professional engineer; accreditation in on-site wastewater evaluation by the National Sanitation Foundation; certification by the National Environmental Health Association as an installer of onsite wastewater treatment systems; certification as a Registered Environmental Health Specialist or a Registered Sanitarian; or demonstration of a similar accreditation or certification or a combination of training and experience as approved by the NMED.

The evaluator must determine: that the treatment unit is watertight and functioning properly; that the existing tank has a liquid capacity within one tank size of the capacity required by the regulations; that the disposal system appears to be functioning properly; that the system appears to meet setbacks and clearances; that the system meets lot size requirements in effect at the time of initial installation, or at the time of the most recent permitted modification; and that the system does not constitute a public health or safety hazard.

D. R.

**NEW MEXICO ASSOCIATION OF REALTORS®
INFORMATION SHEET – SEPTIC SYSTEMS – 2019**

In addition to the above requirements, permitted advanced treatment systems must meet additional requirements as set forth in the regulations. Additionally, if a regularly-scheduled sampling event of the advanced treatment system has not occurred within 180 days of the evaluation, the system must be sampled in accordance with the regulations. The new owner of an advanced treatment system must file an amendment of permit reflecting the change in ownership, along with a copy of the maintenance and sampling contract in the name of the new owner.

Unpermitted systems installed or modified prior to February 1, 2002

For an unpermitted conventional system installed or modified prior to February 1, 2002, the NMED may issue a registration for continued operation or a new permit if, after evaluation by the NMED or an installer specialist, it is determined that the system has met the same criteria as set forth above for permitted systems and the appropriate permit fee has been paid for the system installed. The qualifications for an installer specialist are set forth in the regulations.

Unpermitted liquid waste systems installed after February 1, 2002

The NMED must inspect unpermitted liquid waste systems installed after February 1, 2002. For unpermitted conventional systems, the NMED may issue a permit if the NMED determines that all construction and material requirements are met, that all of the above-criteria for permitted systems are met and that the appropriate fee has been paid.

IMPORTANT INFORMATION REGARDING EVALUATIONS

If the system is underground, it cannot be evaluated merely by a visual examination of the property. Some evaluations are invasive and can actually damage the system. It may be impossible to obtain necessary soil tests during certain times of the year and the soil-test results may vary with weather and other conditions. Also, even if an evaluation is completed that indicates the system is functioning in compliance with NMED regulations and other local codes/ordinances, there is no guarantee that the system will not fail in the future.

POTENTIAL PROBLEMS WITH SEPTIC SYSTEMS

Individual septic systems can vary greatly as to quality and condition. Problems with a system may include, but are not limited to the following: odors; seepage on the surface of the land; back-up of waste lines in the home; failure of the system to meet current code requirements; insufficient capacity; failing or defective equipment; damage from improper use and/or maintenance; or problems with the tank, pipes or leach field. Furthermore, a system could be seriously deteriorated, poorly designed or overloaded. Some problems with a system may be intermittent and/or not easily observable, particularly by a lay person. In other words, a problem could exist that is unknown to the Seller and real estate broker(s). In some cases, the exact location of the system may not even be known.

MULTIPLE SYSTEMS ON ONE LOT AND SETBACKS

Under the regulations, there may be multiple systems located on a single lot, provided that the systems are set back a minimum distance from each other in accordance with a formula set forth in the regulations. The regulations also establish a protocol to be used when the NMED discovers that a private drinking water well has been drilled at a location that is not set back from a pre-existing system by the distance required.

PERMITTING PROCESS

Only the permittee who is defined as any owner of a permitted system may request that the NMED cancel a permit; the request must be made in writing. An installer whose CID license number is on a permit may, upon written notice to the owner and to NMED withdraw from the permit. An owner may amend the permit to change the installer without installer withdrawal, provided the owner provides written notice to the installer. Upon installer withdrawal, permit approval shall be suspended until the owner amends the permit either to include another licensed installer or to reflect approval as a qualified homeowner. A "qualified homeowner" is defined as a person who is the owner residing at the property who has been provided homeowner installation training materials and who has passed an exam administered by the NMED. If a contractor withdraws after construction has commenced, construction of the system cannot proceed until the permit amendment is approved by NMED and the owner must eliminate any public safety hazards posed by open treatment systems, excavations or other conditions related to unfinished construction.

DR

**NEW MEXICO ASSOCIATION OF REALTORS®
INFORMATION SHEET – SEPTIC SYSTEMS – 2019**

PUBLIC SEWER SYSTEMS

It is important to note that the fact that nearby properties are connected to a public sewer system is no guarantee that the subject property is also connected to that sewer system. Additionally, buyers should be aware while there is NO guarantee that a public system will ever become available, if a public system should become available, the property owner may be **REQUIRED BY LAW** to pay for and connect to that public system. In this event, the current system would have to be abandoned in accordance with the regulations.

ADDITIONAL LAW AND CHANGES THERETO

Regulations are subject to change. Parties should contact the NMED to confirm current system requirements for the property at issue. Furthermore, county and municipalities may have additional septic codes or ordinances that may apply. Parties should contact the appropriate divisions of the city and county in which the property is located to determine any additional requirements.

BUYERS RESPONSIBILITY AND DISCLAIMERS

Buyers and sellers should familiarize themselves with current regulatory requirements prior to entering into a contract. Even though the regulations require the seller to have an evaluation done prior to transfer, a *buyer* should ensure that an evaluation by a licensed expert has been completed before purchasing property. Sellers and real estate brokers are not generally familiar with the laws governing septic systems and normally would not know if a system was in compliance with NMED regulations or local codes/ordinances. Neither the Seller, nor the real estate brokers involved in the sale or lease of a property with a septic system warrant the condition of the system. In addition, the real estate brokers involved in the sale of such property do not warrant the seller's compliance with any applicable liquid waste system laws or regulations.

NMED CONTACT INFORMATION

General information on Septic Systems: <http://water.epa.gov/infrastructure/septic/septicmart.cfm> . NMED Liquid Waste Program: (800) 219-6157 or <http://www.nmenv.state.nm.us> .

BUYER/SELLER

Buyer/Seller Signature	Date	Time
Buyer/Seller Signature	Date	Time
Buyer/Seller Name (Print)		



**NEW MEXICO ASSOCIATION OF REALTORS®
INFORMATION SHEET
WATER RIGHTS AND DOMESTIC WELLS – 2019**

IMPORTANT GENERAL INFORMATION AND DISCLAIMER

This is neither a disclosure nor a warranty concerning any specific property.

WATER RIGHTS:

A Property may or may not include water rights. Title to water rights, their location and permitted use, and applicable restrictions should be independently verified by an expert employed by the Buyer (such as an engineer, hydrologist, or qualified attorney). Water rights of record are subject to court decisions, laws, ordinances, rules, and regulations and compacts of the State of New Mexico and local governing bodies, including Ditch Associations and Conservancy Districts, and may also be subject to private contracts. Existence of water rights does not assure that water actually is or will be available or that legal or physical access to the water is available. Water rights that exist at the time of a purchase may be limited, altered or extinguished in the future as a result of court decisions, laws, ordinances, or regulations. Title insurance does not generally cover water rights. Buyer must complete specific legal procedures to transfer or develop water rights.

DOMESTIC WELLS:

If a Property is not connected to a public water system, it may use a private, shared, or community well. Domestic wells fall under the jurisdiction of the Office of the State Engineer (OSE). The following information is based on OSE requirements. PLEASE NOTE: Additional county and/or municipal ordinances and restrictions may apply to domestic well permitting and usage. This form is NOT all inclusive of the regulations governing domestic wells. Buyer and Seller should familiarize themselves with all current state and local regulatory requirements prior to entering into a contract.

DOMESTIC HOUSEHOLD USAGE:

The drilling of a domestic well and the amount and use of water permitted are subject to such additional or more restrictive limitations imposed by a court, by lawful municipal or county ordinance, or by the OSE, such as but not limited to by the OSE's orders or administrative guidelines. The maximum permitted diversion of water from a domestic well that is not subject to additional or more restrictive limitations shall be as follows. For wells drilled on or after August 15, 2006, the maximum household usage per domestic well is one-acre-foot per year. For wells serving a single household permitted and drilled prior to August 15, 2006, the maximum household usage per well is three-acre-feet per year. The maximum usage for wells serving multi-households is one-acre-foot per household per year with a cumulative maximum of three-acre-feet per shared well per year (regardless of the date the well was permitted and/or drilled). While not required by State regulations, some counties have ordinances that require that single-household wells be metered.

FINES FOR EXCEEDING MAXIMUM DIVERSION:

The owner of a well who exceeds maximum diversion shall repay (in water) twice the amount of the over-diversion during the following calendar year in a manner acceptable to the OSE.

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**NEW MEXICO ASSOCIATION OF REALTORS®
INFORMATION SHEET
WATER RIGHTS AND DOMESTIC WELLS – 2019**

WELL MUST BE PERMITTED IN CURRENT OWNER'S NAME:

In order to comply with New Mexico law, domestic wells must be permitted in the current Property owner's name. If a well is not permitted in the current owner's name, the current owner of the Property on which the well is located must retrieve warranty deeds or other instruments of conveyance from the County Clerk's Office for each transfer of the Property from the time beginning with the last owner of the domestic well as recorded with the OSE to the present. These deeds or other instruments of conveyance must be submitted to the OSE, along with change of ownership notification, in order for the well to be permitted in the current Property owner's name.

REQUIREMENTS UPON TRANSFER:

The transfer of Property with a domestic well is subject to the regulations of the OSE which were amended effective August 15, 2006. Among other requirements, the regulations require that the OSE be notified when a domestic well changes ownership. Under New Mexico law, new owners of a Property with a domestic well must file a change of ownership notification with the OSE. The form must contain all information conforming with water rights or record filed with the OSE and must be accompanied by a copy of the warranty deed or other instrument of conveyance. The new owner must also record a copy of the "Change of Ownership" form filed with the OSE and with the County Clerk's Office of the County in which the water right is located.

WELL-SHARE AGREEMENTS:

A shared or community well may be subject to written "of record" or unwritten agreements governing water usage, maintenance and repair, testing, easements, periodic charges and reserves, etc. A Buyer should carefully review any such agreements with an attorney.

WELL SERVING MULTIPLE HOUSEHOLDS:

A well serving multiple households must be permitted in the name of the person who owns the property on which the well is located. The permit holder must place a meter on the well and must file quarterly meter readings with the OSE. The permit holder of a well serving multiple households is also required to provide notice to the OSE of the following: the number of households being served by the well; the owners' contact information for each household being served by the well; and, a Legal description of the property of record for each household being served by the well. A copy of the Well-Share Agreement may be filed to support a claim that a well is serving more than one household. A copy of the Well-Share Agreement should be filed with the County Clerk's Office in the county where the well is located.

DEVELOPER PERMITS:

Developers may obtain a permit that allows them to use the water from a domestic well for construction resale purposes until the home is sold. Once sold, the developer-owner must provide the Buyer with notice in writing of the requirement to file a "Change of Ownership" form for the domestic well permit with the OSE. A copy of the notice provided by the developer-owner to the Buyer must be filed with the OSE along with a copy of the deed or other instrument of conveyance for the land upon which the domestic well is located. A developer will not be issued more than five "Construction-Resale" permits at any given time.

FEE:

Contact the OSE for applicable fees for a permit to drill any well.

CANCELLATION OF PERMITS:

The OSE may cancel a domestic well permit upon failure of a permit holder to comply with any permit condition of approval or any applicable provision of the regulations; **this includes, but is not limited to, the failure to file a Change of Ownership at the time of transfer that meets the requirements set forth under New Mexico law.** The OSE may cancel a domestic well permit and proceed with enforcement action if a permit holder diverts water in excess of the authorized maximum amount and fails to repay the over-diversion in a time and manner acceptable to the OSE.

**NEW MEXICO ASSOCIATION OF REALTORS®
INFORMATION SHEET
WATER RIGHTS AND DOMESTIC WELLS – 2019**

INSPECTIONS AND TESTING:

Well inspections can include a visual inspection; examination of the pump, other equipment, and well-house; and tests for flow and potability. **The OSE does NOT require a potability test; however local ordinances may. There is no "standard" test for potability. A Buyer must normally specify all the substances that are of concern to the Buyer.** Generally, a separate fee is charged for each test requested. Underground contamination from on or off-site conditions may affect the water quality in the future even if the water appears unaffected at the time of sale.

The water condition and amount of the water available may vary seasonally or with the weather. Indoor and outdoor water use may be subject to restrictions that could affect a Buyer's ability to use the property as the Buyer intends. Past performance of a well is no guarantee of future performance. **Any well can go dry, and there is no guarantee that merely deepening the well or digging another well (if permitted) will result in an adequate supply of water.**

CONNECTION TO PUBLIC WATER SYSTEM:

If a public system becomes available, the property owner may be required to connect to that system. However, there can be no guarantee that such a system ever will become available. A Buyer should investigate these alternatives.

DISCLAIMER:

Neither the Seller nor the Broker makes any warranties concerning water rights or wells on the Property. Buyer should thoroughly investigate all issues involving water rights and/or wells, whether existing or contemplated, associated with the Property.

FOR MORE INFORMATION:

For questions or additional information, contact the New Mexico Office of the State Engineer (OSE) at (505)827-6166 or www.ose.state.nm.us.

I acknowledge that I have received a copy of this Information Sheet:

BUYER ACKNOWLEDGEMENT

Buyer Signature _____ Torrance County _____ Date _____ Time _____

Buyer Signature _____ Date _____ Time _____

SELLER ACKNOWLEDGEMENT

Dennis Romero
Seller Signature _____ Date 1-9-20 Time 10:30 AM

Seller Signature _____ Date _____ Time _____



8915 Adams Street NE, Suite B, Albuquerque, NM 87113

Office: (505) 899-2939

www.fourwindsmechanical.com

License #82333

DOL#02885820130507

January 29, 2020

To Whom It May Concern:

On Monday, January 27th, 2020, Four Winds Mechanical performed an inspection at 207 Salt Missions Trail NE located in Estancia, New Mexico 87016. The inspection was for the building's existing HVAC system, electrical and water well equipment.

The following was found:

- Electrical panel was approved in 2002.
- Wiring inside of panel is copper.
- There are multiple electrical junction boxes with missing covers and with wires left uncapped inside.
- Receptacle near bathroom sink does not appear to be GFCI protected.
- Receptacle near washroom sink does not appear to be GFCI protected.
- LB entering building from electrical meter is not sealed or weather tight.
- Bathroom light is not working.
- Electric bathroom heater is not functioning at this time.
- Electric heat pump system is not wired in and condition is unknown. Building should be considered unheated.
- Water heater is 10 gallons, electrical line voltage is not strapped.
- T&P is not hard piped in.
- Building sewer and water lines do not appear to be winterized.
- Sewer clean outs are not present.
- Septic tank appears to have been replaced recently. It is unclear if a permit was pulled.
- The well and pressure tank are located on an adjacent, separate lot.
- It is unclear whether the well is being shared with adjacent properties.
- Well controller appears to have been replaced recently. Pressure tank is insulated adequately and there is heat tape present.
- There is no water pressure at bathroom sink.
- Bathroom faucet needs to be replaced.

Please note that these findings were solely based on a visual inspection of the building. Four Winds Mechanical does not warranty nor guarantee that all discrepancies with the building were found during this inspection.

Should you have any questions or concerns regarding this report, please feel free to contact me via telephone at (505) 373-4744 or email at adrianf@4windsmechanical.com.

Respectfully,

Adrian Franco, Service Manager



*Agenda Item
No. 12-B*



Torrance County Board of Commissioners

Meeting 2/12/2020

Department: Manager
Prepared By: Wayne Johnson

Title: Concurrence with the Hiring of Janice Y. Barela for the Position of Deputy County Manager

Sponsor:

Manager

Action:

Motion to concur with the hiring of Janice Y. Barela as the Torrance County Deputy County Manager at the terms and conditions set forth in the contract offered by the County Manager.

Summary:

The Torrance County Personnel Ordinance created the exempt position of Deputy County Manager (DCM). The ordinance vests the authority to choose the DCM in the County Manager (CM) but requires the concurrence of the Board of County Commissioners. Manager Johnson posted the position in November 2019 which closed in mid-December. The County received eight applicants, five of which were interviewed by the CM, after which Ms. Barela was offered a contract. She accepted the contract and began work February 1st, 2020. This action requests BCC concurrence with the terms and conditions of the contract as required by the personnel ordinance.

Significant Issues:

- The position was offered as DOE. Ms. Barela accepted the offered \$75,000 which is a \$5,000 savings over the budgeted amount.
- The contract includes 30 extra hours of annual leave.
- This is an appointed position of the CM, and includes a 30 day termination without cause provision.
- Requires a 30 day notification by Ms. Barela should she decided to separate from the County.

Financial:

- In addition to 8 weeks of vacancy savings, the contract is \$5,000 below the budgeted amount

Staff Recommendation:

Concurrence.

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 29th day of January, 2020, by and between Torrance County (hereinafter referred to as "County"), and Janice Y. Barela (hereinafter referred to as "Barela").

WITNESSETH:

WHEREAS, the County desires to obtain the services of a professional manager to serve in the position of Deputy County Manager for the purpose of assisting in the administration and operation of County government; 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 (2) years, beginning February 1st, 2020, and ending February 1st, 2022. This Agreement may be renewed or extended by agreement of the parties.

2. **COMPENSATION:** Barela shall receive a minimum annual salary of Seventy-five Thousand Dollars (\$75,000) annually. The County Manager agrees to review Barela's compensation annually, or more often if he/she so determines, and may make adjustments to that compensation in his/her discretion.

3. **DUTIES AND RESPONSIBILITIES:** Barela shall perform the duties of the position of Deputy County Manager, to conduct the business of the County pursuant to the direction of the Board of County Commissioners (hereinafter referred to as "Board"), and the County Manager. Barela recognizes that the Board sets the policy and direction of the County through ordinances, resolutions and regulations and that the role of the Deputy County Manager is to implement all policies set by the Board under the supervision and direction of the County

Manager. Barela understands that as Deputy County Manager, she serves at the pleasure of the County Manager.

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 under the Torrance County Personnel Ordinance. 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 period 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 applicable Public Employees Retirement Association (hereinafter P.E.R.A) plan adopted by the County 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 County Manager.

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

D. Barela shall accrue 160 hours of annual leave 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 County that the Torrance County Personnel Policy and any employment rules and regulations are waived and are not applicable to the extent that it is in conflict with the sick leave and annual leave rights set out above.

9. **TERMINATION FOR CAUSE:** The County Manager 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 County Manager; 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 County Manager. If the County Manager terminates this Agreement for cause, he/she shall provide Barela with written notice of the basis for the termination. If the County Manager 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:** The County Manager may terminate this Agreement without cause upon Thirty (30) 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 annual leave.

11. **SEVERANCE UPON TERMINATION WITHOUT CAUSE:** In the event the County Manager exercises his/her right to terminate this Agreement without cause, the County agrees to pay Barela a severance payment equal to one 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 County Manager's decision to terminate the Agreement without cause, including the cost of health insurance. If the County Manager exercises his/her right to terminate this Agreement without cause less than three months prior to the end of the term of this Agreement, the County 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 County Manager 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 County Manager.

12. **TERMINATION BY BARELA:** Barela may terminate this Agreement at any time upon thirty (30) days' written notice to the County Manager. 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 Rules and Regulations.

13. **WAIVER 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 County.

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

County

Wayne A. Johnson
Torrance County Manager
PO Box 48
Estancia, NM 87016

Email: wjohnson@tcnm.us

Barela

Janice Y. Barela
PO Box 225
Estancia, NM 87016

Email: _____

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 only be amended 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 on this ___ day of January, 2020, in Torrance County, New Mexico.

EMPLOYEE

TORRANCE COUNTY

Janice Y. Barela

Wayne A. Johnson
Torrance County Manager

CONCURRENCE

Ryan Schwebach, Chair

Javier Sanchez, Vice Chair

Kevin McCall, District 1

APPROVED AS TO FORM

John Butrick
County Attorney

ATTEST:

County Clerk



*Agenda Item
No. 12-C*



Torrance County Board of Commissioners

Meeting 2/12/2020

Department: Manager
Prepared By: Wayne Johnson

Title: Southern Torrance Economic Development Study Concern

Sponsor:

Commissioner Sanchez

Action:

Unspecified by the sponsor.

Summary:

January 27th, 2019 a letter from the newly formed Land Grant Advisory Committee was received in the Manager's Office (Attached). The letter requests that Sites Southwest, the Southern Torrance CEDS contractor, meet with "each of our communities which include" Manzano, Tajique, Abo, and Chilili". To date the contractor has held 7 of 8 meetings including a meeting in Torreon November 19th, 2019 at 6:30 pm. There is one additional meeting currently planned for the Fair Board and a site visit to the Fairgrounds.

Significant Issues:

- The contractor has held meetings throughout Southern Torrance County including in the Mountain Communities Area. The contract's scope of work requires access for all communities but does not specify that every community or town have an individual meeting.
- Adding five additional meetings to the scope of work is a significant change in the contract and may increase the cost of the study. (Staff is working with the contractor to determine additional cost should the Commission direct this change.)
- If the contractor meets separately with Manzano, Tajique, Abo, and Chilili,, does this expansion create an inequity with other communities?

Financial:

- Potential increase in the cost of the CEDS study that would exceed grant amount. General fund would have to supply excess if so.

Staff Recommendation:

As it is unclear what action the sponsor is requesting a staff recommendation is difficult. However, staff recommends refraining from changing the scope of work in any way that would have a negative impact on funding or require additional support from the general fund.

Torrance County
Attn: Manager
P.O Box 48
Estancia, NM 87016

20 January 2020

Re: Economic Development Plan

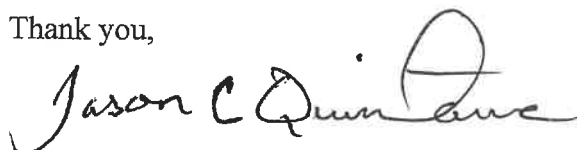
Mr. Johnson,

At our initial board meeting the Economic Development Plan was discussed. It was determined by several members on the board that there was a lack of involvement by each Land Grant. We hope that while considering the development of the County that the Land Grants are included. At this time, we request that your contractor for the economic development plan come to our communities and solicit our recommendations much like was conducted in other parts of the County. We realize that the intent is to wrap up this plan as soon as possible. We feel that we have a stake in the development of this County and want inclusion.

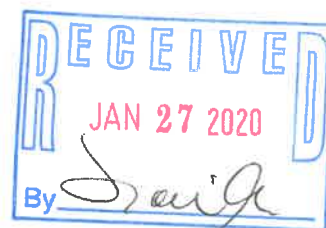
We request that Grant Coordinator schedule your contractor to meet with each of our communities which include; Manzano, Torreon, Tajique, Abo and Chilili.

If you have any questions or concerns, please feel free to contact me at (505) 448-9761 or email at junjibug@gmail.com.

Thank you,



Jason Quintana
Chair



La Merced de Manzano ♦ La Merced de Chilili
La Merced de Tajique ♦ La Merced de Torreon ♦ Abo



*Agenda Item
No. 12-D*



Torrance County Board of Commissioners

Meeting 2/12/2020

Department: Manager
Prepared By: Wayne Johnson

Title: Torrance County Heritage Center Development Committee Operational Policies / Requests for Changes to Enabling Resolution

Sponsor:

Commissioner Sanchez

Action:

Request for approval of the Torrance County Heritage Center Development Committee guidelines, scope of work, & request for an additional at-large member.

Summary:

The newly created Torrance County Heritage Center Development Committee (TCHCDC) (referred to in the attached document as the Estancia Valley Heritage Center Committee) formed by Resolution 2019-53, is requesting approval of their Operating Procedures (OP) as required by the resolution. The operating procedures define the internal operation of the board requiring the selection of a Chair, Vice Chair, and Secretary. The Chair and Vice Chair are tasked with running the TCHCDC meetings and present communications to the BCC. The Secretary is charged with “oversee[ing] drafting of the minutes”, “communicating memoranda” to the BCC and County Manager, and submitting documents to the CM’s Office for uploading to the county website and archival. The document adds an “at-large” member and defines the TCHCDC message, vision, and mission.

In addition to the Operational Procedures, a memorandum (2020-1) was included requesting approval of the operational guidelines, addition of an additional member, a request for a dedicated web page, and county staff support for the board.

NOTE: The Operational Procedures document cite the incorrect resolution. The correct authorization Resolution is R2019-53.

Significant Issues:

- The TCHCDC is requesting staff support in the form of a county staff member to take minutes under the oversight of the TCHCDC’s selected Secretary. Having a county staff member attend TCHCDC meetings to record and prepare minutes would necessarily fall to county admin staff or the County Clerk. Meetings would more than likely occur after hours and have been held offsite. Therefore, and staff provided would be drawing overtime and unlike the Fair Board, the TCHCDC does not generate revenue to offset a payment to the board’s Secretary or overtime for an existing County employee.

- The TCHCDC is requesting an additional at-large member. Granting this request would require an amendment to Resolution 2019-53.
- The OP changes the status of the National Park Service member to non-voting. This action would require an amendment to Resolution 2019-53.
- The OP changes the name of the board from the original name of the Torrance County Heritage Center Development Committee to the Estancia Valley Heritage Center Committee. This action would require an amendment to Resolution 2019-53.

Financial:

- Creating of the requested web page would require approximately \$75 to \$150.
- Approval of Staff Support as proposed in the OP 6 to 10 man hours per meeting depending on the length of meetings. 2 to 3 of those hours would potentially be overtime and could be more if meetings continue to be held offsite.

Staff Recommendation:

Staff does not recommend approval. Staff recommends remanding the OP to the TCHCDC.

As this board is a volunteer advisory board and the County does not have sufficient or dedicated personnel to staff meetings, we recommend that the TCHCDC Secretary take and provide the minutes for each of the meetings, dissemination of meeting agendas, sign-in sheets, drafting of memoranda, other correspondence, and document delivery. These are committee responsibilities and the County does not have the available staff to provide these clerical functions. Torrance County will provide web space and facilitate documents provided by the TCHCDC for upload to the County website.

The BCC should consider carefully before changing the name of the committee. This is a County board and not a separate entity. Changing the name implies separation where none exists as the TCHCDC was formed under the authority of the Torrance County BCC.

Staff does not take a position on the inclusion or change of the TCHCDC membership, their membership's voting status. However, does recommend excluding the OP's proposed "not limited to" language. Such language could conceivably allow the TCHCDC to change its membership without BCC approval. We would note here that no justification for the expansion of the board has been provided nor for the change of National Park Service member's voting status.

Ted Barela (Estancia)
Peter Nieto (Mountainair)
Angelina Halpert (Willard)
Tom Betts (National Park Service)

Jason Quintana (Manzano)
Johnny Romero (Tajique)
León Chávez (Torreón)
Tina Cates-Ortega (Moriarty Hist. Museum)

To: Board of County Commissioners

From: Estancia Valley Heritage Center Committee (EVHCC)

cc: Torrance County Manager

Date: January 17, 2020

Re: **Memorandum 2020-01**

Dear Board of County Commissioners,

With great pleasure, the Estancia Valley Heritage Center Committee (EVHCC) notifies the Board of County Commissioners that it has completed its first meeting. As a result of that meeting, the EVHCC requests of the Board of County Commissioners the following:

1. Approval of attached and committee-approved Operating Guidelines and Scope of Work.
2. Addition of one voting member to the Committee, classified as a single Torrance County resident member at-large.
3. Discussion of options and recommendations from the Board of County Commissioners to the EVHCC for support staff to perform the following secretarial duties: (1) formation and dissemination of meeting agendas and sign-in sheets, (2) preparation of meeting minutes, (3) drafting of memoranda and other correspondence, and (4) document delivery for archival storage and website uploading.
4. Creation of a page dedicated to the committee on the County website and uploading of website material attached and documents as needed.

Thank you for your consideration and we look forward to working with you.

Sincerely,

Estancia Valley Heritage Center Committee (EVHCC)

Estancia Valley Heritage Center Committee Operating Procedures

1. PURPOSE

The purpose of the Estancia Valley Heritage Center Committee (EVHCC) is to foster the creation of an integrated marketing system for the Estancia Valley, based upon the construction of a public facility that promotes its rich historical and cultural, agricultural, and ecological diversity. In doing so, the EVHCC will ensure proper coordination and consistency with regards to meeting times, member appointments, election of officers, and conduct of meetings, as well as adherence to all pertinent rules and regulations as set forth by County policy and the Open Meetings Act.

2. FUNCTIONS

The EVHCC, shall be responsible for:

- Being a forum for discussion leading to cooperative decision making on issues brought forth by EVHCC members, local elected officials, and the public.
- Issue recommendations and other communications via memoranda to the Board of County Commissioners regarding issues as described above.
- Provide citizens, as well as public and private agencies, with the opportunity to participate in discussions.
- Other additional program coordination as directed under federal or state statute or policy.

3. MEMBERSHIP

As outlined in Resolution 2019-52 and modified by these Operating Procedures, the EVHCC shall include, but is not limited to, the following members:

- Town of Estancia – One member
- Town of Mountainair – One member
- Manzano Land Grant – One member
- Torréon Land Grant – One member
- Tajiue Land Grant – One member
- Moriarty Historical Museum – One member
- Torrance County Resident Member-At-Large – One Member
- National Park Service (Non-Voting) – One member

Additionally, as set forth in Resolution 2019-52, members listed above shall be selected by the governing boards of each community with the concurrence of the Board of County Commissioners.

4. OFFICERS

The Estancia Valley Heritage Center Committee shall nominate and elect officers at its first meeting each calendar year. Officers shall be:

- the Chair to (1) provide order and direction to the EVHCC meeting and (2) present memoranda and other communications at meetings of the Board of County Commissioners.
- the Vice-Chair to perform same task in the absence of the Chair.
- The Secretary to oversee drafting of minutes of the meeting to memorialize what was done or discussed during the meeting so that the information can be transmitted to the County Commission. Additionally, the Secretary shall be responsible for (1) communicating memoranda and other communications as needed to the Board of County Commissioners via the County Manager and (2) ensuring that documents are submitted to the County Manager's Office for uploading to the County website and archiving at the County Clerk's Office.

5. MEETINGS

Meetings will be held as necessary to accomplish the functions of the EVHCC, but not less than once a quarter. EVHCC members will receive email notice of meetings at least 72 hours prior to each meeting. A meeting agenda shall be available to the members at least 72 hours prior to the meeting. All meetings will be held at the East Torrance Soil & Water Conservation District Building in Estancia NM, the third Friday of the month at 3:00 PM. All meetings will be advertised on the County website and public notice posted at corresponding meeting locations at least 72 hours prior to the meetings. Meetings may be called as needed by the Chairperson upon the request of EVHCC members, although in conformity with the 72-hour notice described above in compliance with the NM Open Meetings Act.

Meetings of the EVHCC are open to the public. However, special executive sessions may be called at the request of an EVHCC member, so long as the EVHCC and the public have received at least 72 hours' notice of the executive session. At any meeting of the EVHCC, the general principles of parliamentary procedure shall be observed. The regular order of business, unless otherwise modified by the EVHCC, shall be as follows:

- Call to Order
- Roll Call
- Minutes of the Preceding Meeting
- Call for Public Comment
- Reports and Actions on Old Business
- New Business
- Adjournment

6. DECISION-MAKING

All actions taken by the EVHCC shall be by a minimum of a majority vote. A quorum, consisting of a majority of voting members, must be present for the EVHCC to vote. All decisions reached by the EVHCC shall be communicated as enumerated recommendations via memoranda from the Secretary to the Board of County Commissioners via the County Manager. As needed, the Chair shall present these memoranda and other communications at meetings of the Board of County Commissioners.

7. ARCHIVING

All meeting agendas, sign-in sheets, memoranda, notifications, and minutes are to be archived at the County Clerk's Office. In addition, meeting agendas, minutes, memoranda, and notifications will be posted to the County website.

8. REVISIONS TO OPERATING GUIDELINES

These operating procedures shall be presented to the Board of County Commissioners for approval. Revisions and changes to these operating procedures may be recommended by a minimum of a majority vote of the EVHCC and shall be presented to the Board of County Commissioners for approval.

9. BOARD STAFF

_____ shall serve as Board staff and shall perform the following administrative and secretarial duties of the EVHCC: formation and dissemination of meeting agendas and sign-in sheets, preparation of meeting minutes, drafting of memoranda and other correspondence, and document delivery for archival storage and website uploading. The staff shall be accountable to the EVHCC.

Website Material: Estancia Valley Heritage Center Committee

General Message

Nestled in the center of the state, the Estancia Valley is well-situated to be the hub of an expanding valley-wide tourism industry that would capitalize on the historical and cultural resources of the Valley and integrate an regional economic system that maximizes the geographic and economic capabilities of the communities involved. The net result of the effort would be a fusion of regional assets into an integrated system that would allow communities to specialize in capabilities of their own determination and result in high rates of return throughout the calendar year by attracting visitors to a wide range of ongoing activities over a large geographic area.

Vision

The Estancia Valley Heritage Center Complex is envisioned as a three-tiered public facility, featuring a museum, recreational center, and an agricultural/ecological piece. It is envisioned to be located somewhere near the existing Torrance County Fairgrounds. It is integral that all three sectors of the facility be linked by pedestrian-friendly walkways and roadways, not only within its own components, but to Main Street Estancia as well. The facility is intended to function as a hub for an integrated regional system based upon the Salt Missions Trail and NPS sites that will offer a compelling multi-day and multi-community experience(s) for visitors in Moriarty, Estancia, Mountainair, Willard, and the Land Grant communities.

Mission

To foster a sense of community by creating a Heritage Center for the Estancia Valley that promotes its rich historical and cultural, agricultural, and ecological diversity.



*Agenda Item
No. 12-E*



Torrance County Board of Commissioners

Meeting 2/12/2020

Department: Manager
Prepared By: Wayne Johnson

Title: Discussion and Action on Willard EMS Station

Sponsor:

Commissioner Sanchez

Action:

Undefined

Summary:

Unavailable

Significant Issues:

Unknown

Financial:

Unknown

Staff Recommendation:

Unavailable



*Agenda Item
No. 12-F*

HFE 100P OIL

Torrance County, New Mexico

Deadline:

Opening:

Wednesday, January 29, 2020

Tuesday, February 4, 2020

IFB

2020-01

2:00 p.m.

2:15 p.m.

Bid Tabulation

Company Name	Company Address	Company Contact	Proposal Amount
Holly Frontier	PO Box 26743 Abq, NM 87125	Randall E. Clark	\$600.77 / ton

Witnesses:

Nancy Sedillo

[Signature]



HOLLYFRONTIER.

HollyFrontier Refining & Marketing LLC

January 27, 2020

Torrance County
Purchasing Department
PO Box 48
Estancia, NM 87016

Re: IFB 2020-01 – HFE 100P Oil

HollyFrontier Refining & Marketing, LLC is pleased to offer the following prices for Asphaltic Materials as shown below, delivered to any point in Torrance County in full truckload quantities only firm through 1/31/2021.

PRODUCT	QTY	FOB COLLECT PRICE PER TON	DELIVERED PRICE PER TON	DELIVERED AND SPREAD PRICE PER TON (INCLUDES HOLLYFRONTIER DISTRIBUTOR AND OPERATOR TO SPREAD MATERIAL)
HFE-100P	AS NEEDED BY TORRANCE COUNTY	\$510.00	\$545.77	\$600.77

Additional Charges that may be incurred and will be billed separately:

Demurrage: If a truck is not fully unloaded within 2 hours, a demurrage charge will be assessed at \$20.00 per 15 min (\$80.00 per hour). If demurrage occurs, Torrance County personnel will be provided a freight document by the carrier's personnel for signature. HollyFrontier bills demurrage based off the Torrance County signed documents provided by the carrier.

Return Freight: If a truck is not fully unloaded and returned to HollyFrontier with product, a credit for the material returned will be provided. In addition, a Return Freight charge of \$50.00 per ton will be billed separately.

Thank you for the opportunity to continue to participate in your roadway maintenance program.

Very truly yours,

Randall E Clark
Director of Marketing

HOLLYFRONTIER REFINING & MARKETING, LLC

P.O. Box 26743 • Albuquerque, NM 87125 • (505) 344-3526 • (505) 344-0181 fax



Torrance County

Purchasing Department

Noah Sedillo

PO Box 48

205 S 9th Street

Estancia, NM 87016

Phone: (505) 544-4730 Fax: (505) 384-5294

www.torrancecountynm.org

Email: njsedillo@tcnm.us

No. 2020-01

INVITATION FOR BIDS FOR HFE 100P OIL

Torrance County is seeking sealed competitive bids for tonnage of HFE 100P Oil, price is to include delivery cost. Delivery is required to be "In-Place" to any county maintained road within Torrance County. Required "In-Place" delivery will not exceed from formal award date to January 1, 2021.

A completed *Campaign Contribution Form* (included in the IFB) must be submitted with all proposals. Compliance with NMSA 1978 13-1-191.1 (2006) is required. Any company that fails to submit the *Campaign Contribution Form* with their proposal will be considered unresponsive.

Torrance County requires one (1) original bid and four (4) copies for the bid selection team. Any bidder that fails to submit the required number will be considered to be unresponsive.

Clearly mark your sealed bid as "IFB 2020-01 – HFE 100P OIL". Any bidder that fails to label a bid as such will be considered unresponsive.

Bid Deadline: Bids must be submitted to the Torrance County Purchasing Department located in the Torrance County Administrative Offices at 205 S 9th Street in Estancia, NM by 2:00 PM on Wednesday, January 29, 2020.

Bid Opening: Bids will be opened at 2:15 PM on Wednesday, January 29, 2020 in the Purchasing Office locate within the Torrance County Administrative Offices at 205 S 9th Street in Estancia, NM.

Bid Review: The bids will be reviewed by a bid selection team. A recommendation will be given to the County Commission after all bids are reviewed.

Bid Award: The Torrance County Commission will formally award the bid at their regular commission meeting on February 12, 2020 at 9:00 AM. This award date it tentative and can be changed without notice.

Torrance County reserves the right to reject any or all bids if it is not in the best interest of the County or waive any informality in the bid process. The Invitation for Bids process will be conducted according to the New Mexico Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) which imposes civil and criminal penalties for its violations. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

According to 13-1-158.A., no warrant, check or other negotiable instrument shall be issued in payment for any purchase of services, construction or items of tangible personal property unless the central purchasing office or the using agency certifies that the services, construction of items of tangible personal property have been received and meet specifications.

All bids must be sealed or will not be accepted. Bids will NOT be accepted after the deadline. Bids may be delivered in person to Torrance County Purchasing Department 205 South 9th Street, Estancia, NM 87016 or my mail to the Torrance County Purchasing Department, P.O. Box 48, Estancia, NM 87016. NOTE: United States Postal Service mail is not delivered until after 1:00 PM Mountain Standard Time.

Resident Business Preference

Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident business possessing a valid resident business certificate shall receive 5% preference less the total cost. The Offeror's proposal must contain a copy of the Resident Business Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference.

Resident Veterans Preference

Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident veteran may submit a completed Resident Veterans Preference Certificate in the proposal. The resident veteran shall receive up to 10% preference less the total cost. The Offeror's proposal must contain a Resident Veterans Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees

during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE INVITATION FOR BIDS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.



1/24/20
Date

Marketing Manager
Title (Position)

Ryan Schwebach,
Chair
District 2

Attachment to Campaign Contribution Disclosure Form
Current Torrance County Elected Officials

Kevin McCall
District 1

Commissioner, District 1 – Kevin McCall
Commission Chairman, District 2 – Ryan Schwebach
Commissioner, District 3 – Javier Sanchez

Javier Sanchez
District 3

Assessor – Jesse Lucero

Wayne A. Johnson
County Manager

Clerk – Linda Jaramillo

Probate Judge – Josie Chavez

Tracy Sedillo
Treasurer

Sheriff – Marty Rivera

Treasurer – Tracy Sedillo

Linda Jaramillo
Clerk

Jesse Lucero
Assessor

Martin Rivera
Sheriff

Josie Chavez
Probate Judge

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

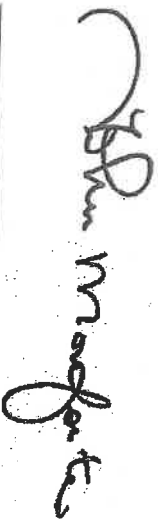
Issued to: HOLLYFRONTIER REFINING &
MARKETING LLC

DBA: HOLLYFRONTIER REFINING &
MARKETING LLC
4949 EDHEHBLVD NE
ALBUQUERQUE, NM 87107-4128

Expires: 25-Jan-2021

Certificate Number:

L0413080368



John Monforte, Acting Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



*Agenda Item
No. 12-G*



Torrance County Board of Commissioners

Meeting 2/12/2020

Department: Manager
Prepared By: Janice Y. Barela

Title: Torrance County Ambulance State Wide Billing Tariff

Sponsor:

Fire

Action:

Request for approval of the Torrance County Ambulance State Wide Billing Tariff.

Summary:

Torrance County received the Certificate to run ambulance service in Torrance County with the ability to bill for services rendered. Public Regulations Commission (PRC) has a requirement that once an agency receives their Certificate, the governing body must approve the State Wide Ambulance Billing Tariff. This tariff allows the County to bill for transportation of the injured, sick and/or deceased between points and places throughout the State of New Mexico. Torrance County will permanently station its emergency vehicles and equipment only within the territorial boundaries of Torrance County. The proposed tariff rates for Torrance County are the same tariff rates approved by the State of New Mexico. The County will look into implementing these rates within the next year. This is the follow-up to the letter the County previously sent to the PRC regarding the intent to approve the tariff.

Significant Issues:

- If County begins billing: County is not currently equipped to do this billing internally, as it requires experience in medical coding and in ICD10 Medicare/Medicaid billing.

Financial:

- Fire Chief will request the County use a billing service. The Town of Estancia and the City of Moriarty currently use the billing service he will request to use. The quoted cost of service is 15% on every dollar collected. If the County decides to use this same service, an opportunity possibly exists to lower the cost for all agencies to 10% on every dollar.

Staff Recommendation:

Staff does recommend approval.

NOTE – This is a Public Regulations Commission (PRC) requirement.



Torrance County

*P.O. Box 48
205 South Ninth Street
Estancia, New Mexico 87016
505-544-4700*

**TORRANCE COUNTY BOARD OF COUNTY COMMISSIONERS,
TORRANCE COUNTY FIRE DEPARTMENT, d/b/a TORRANCE COUNTY
AMBULANCE SERVICE**

NMPRC Certificate No. 43650

TARIFF No. 1

**RULES, REGULATIONS, RATES AND CHARGES GOVERNING THE FOLLOWING
SERVICES:**

Transportation of the injured, the sick and or deceased between points and places throughout the State of New Mexico. Torrance County will permanently station its emergency vehicles and equipment only within the territorial boundaries of Torrance County.

FOR INFORMATION CONTACT:

**Torrance County Commission
205 South 9th Street
Estancia, New Mexico 87016**

Or

**Torrance County Fire Department
903a 5th Street
Estancia, New Mexico 87016**

SECTION 1 – RULES AND REGULATIONS

DISTANCES, METHOD OF COMPUTING

The mileage or distance rates shown in this tariff shall be determined by the odometer in each ambulance or a commercial mapping system.

Each ambulance is required to determine mileage from the point of patient pickup to the point of destination of the patient. All determined mileages or distances shall be recorded in the dispatch log to the nearest 1/10th of a mile.

DESTINATION, DEFINITION OF

The destination is the point at which the patient is ultimately delivered or accepted, and the vehicle released.

SECTION 2 – RATES AND CHARGES

RATES FOR EMERGENCY TRANSPORT OF A SINGLE PATIENT

<u>SERVICE RENDERED</u>	<u>RATE</u>
BASIC LIFE SUPPORT (BLS) NON-EMERGENCY Applies when non-emergency BLS transportation, assessment or intervention is provided by licensed Emergency Medical Technicians.	
Assessment or intervention, with or without transport:	\$355.00
Per patient mile:	\$12.75
BASIC LIFE SUPPORT (BLS) EMERGENCY Applies when emergency (immediate response made to 911 or equivalent call) BLS transportation, intervention, or assessment is provided by licensed Emergency Medical Technician.	
Assessment or intervention, with or without transport:	\$512.00
Per patient mile:	\$12.75

ADVANCED LIFE SUPPORT LEVEL 1

(ALS1) NON- EMERGENCY

Applies when non-emergency ALS assessment or at least one ALS intervention is provided by licensed EMT- Intermediate or an EMT- Paramedic.

**Assessment or intervention, with
or without transport to a treatment facility:** **\$385.00**

Per patient mile: **\$12.75**

ADVANCED LIFE SUPPORT LEVEL 1

(ALS1) EMERGENCY

Applies when emergency (immediate response to a 911 or equivalent call) ALS assessment or at least one ALS intervention is provided by a licensed EMT-Intermediate or a licensed EMT-Paramedic.

**Assessment or intervention, with
or without transport:** **\$607.00**

Per patient mile: **\$12.75**

ADVANCED LIFE SUPPORT LEVEL 2

(ALS2) EMERGENCY

Applies when as a result of emergency¹ at least three different ALS medications by intravenous push/bolus or by continuous infusion² are administered or; when the same ALS medication is administered three times or; when one or more of the following ALS procedures are provided: manual defibrillation/cardioversion, endotracheal intubation, central venous line, pacing, chest decompression, surgical airway, advanced invasive airway, or intraosseous access.

**Medication administration or provision of procedure, with
without transport:** **\$878.00 or**

Per patient mile: **\$12.75**

SPECIALTY CARE TRANSPORT (SCT)

Applies when a level of inter-facility transportation of a critically injured or ill patient at a level of service beyond the scope of practice for Emergency Medical Technician - Intermediates or Emergency Medical Technician - Paramedics, is provided.

Transport: **\$975.00**

Per patient mile: **\$12.75**

PATIENT EVALUATION (EMERGENCY RESPONSE WITHOUT TRANSPORT)

Applies when emergency services (immediate response made to a 911 or equivalent call) are provided by certified Emergency Medical First Responder with no transport.

Charge: \$136.00

DEDICATED STAND-BY CHARGES (PER AMBULANCE AND TWO PERSONNEL-WITHOUT TRANSPORT)

Applies when emergency medical service is provided for an event such as a football game or county fair where the potential for illness or injury exists.

First Hour or any portion thereof:	\$145.00
Second Whole Hour and any whole hour thereafter:	\$108.00
Fifteen (15) minute increments after first hour:	\$27.00

¹ (immediate response made to a 911 or equivalent call)

² (excluding crystalloid, hypotonic, isotonic hypertonic solutions, oxygen and aspirin)

PASSED AND APPROVED this _____ day of February, 2020

TORRANCE COUNTY COMMISSION

Ryan Schwebach, Chair, District 2

Kevin McCall, District 1

Javier Sanchez, District 3

Attest:

County Clerk

Wayne Johnson, County Manager



*Agenda Item
No. 13-A*

**Torrance County Animal Services 751 Salt Mission trails, McIntosh, NM 87032 505-384-5517
Managers report**

These stats reflect the time period from: January 01, 2019 to December 31, 2019.

Total #'s of animals	Entity where animals came from
Total: 494	Torrance County: 466
Live exits: 277	Moriarty: 16
Adopted: 37	Mountainair: 3
Rescued: 67	Estancia: 8
Shelter transfer: 102	
Claimed: 71	
Owner release euthanasia: 140	
Stray euthanasia: 60	DOA: 7
Total Dogs: 368	Total Cats: 115
	Other: 11
	Bite Cases: 5

Torrance County Animal Licenses obtained: This year: 424.

News at the shelter

This year we started and completed construction on our new foyer. It is a beautiful addition and is very warm and welcoming. We have received many compliments on it.

We currently have 4 employees working, and are still looking for another Animal Control Officer.

We purchased a new 2019 Ford F-150 and also received a 2015 Dodge Ram, and a 2001 Ford Ranger from the Sheriff's department.

Moving forward into 2020, we will be asking for a new Clerk position and hoping to move forward with a plan for a designated cat area.

**** We did our first Spay and Neuter Event on October 8th and 9th, 2019. We had a large turnout from all over the county and it is our goal to schedule another in 2020. We sterilized near 70 animals on this 2 day event. ****

*Live exits means animals that left the shelter by means if adoption, reclaim by their owner, sent to a rescue, or transferred to another facility for adoption.

*Stray means animals not reclaimed by their owners.

*Owner release means animals brought in to the shelter, or relinquished by their owners for behavior, medical reasons, or age.

Euthanasia refers to animals not meeting the standards set forth as "adoptable" for reasons such as extreme aggression, behavior unsuitable, elderly, injured, or being medically unsound.

**Torrance County Animal Services
2019 Monthly Stats**

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Torrance	32	45	36	51	26	35	33	39	41	42	43	43	466
Moriarty	0	0	0	1	0	3	1	1	5	1	2	2	16
Mountainair	0	0	0	0	0	1	0	1	0	0	1	0	3
Estancia	0	0	0	0	0	0	1	1	3	0	2	1	8
TOTAL #	32	45	36	52	26	39	35	42	49	43	48	46	493
Dogs	28	40	34	32	21	20	23	37	37	32	28	36	368
Cats	4	0	2	20	5	17	11	3	12	11	20	10	115
Other	0	5	0	0	0	3	1	2	0	0	0	0	11
TOTAL #	32	45	36	52	26	40	35	42	49	43	48	46	494
Adopted	4	11	6	1	1	2	6	2	2	0	0	2	37
Rescued	4	4	7	2	6	2	4	5	3	18	8	4	67
Claimed	6	10	2	8	5	3	6	7	11	7	2	4	71
Shelter to Shelter	8	1	11	22	3	8	10	9	12	5	6	7	102
Stray-Euthanized	2	4	0	2	1	5	2	4	1	3	5	3	32
OT-Euthanized	7	13	10	17	7	13	2	15	11	4	27	14	140
Feral-Euthanized						7	5	0	8	6	0	2	28
DOA	1	2	0	0	3	0	0	0	1	0	0	0	7
Spay Contract	0	0	0	0	0	0	0	0	0	0	0	0	0
Still In Shelter	0	0	0	0	0	0	0	0	0	0	0	10	10
TOTAL #	32	45	36	52	26	40	35	42	49	43	48	46	494
Escaped	0	0	0	0	0	0	0	0	0	0	0	0	0
Bite Cases	1	1	1	1	0	1	0	0	0	0	0	0	5
CUM. TOTAL	32	77	113	165	191	231	266	308	357	400	448	494	494



*Agenda Item
No. 13-B*

NOTICE OF THE CREATION AND CHANGE OF PRECINCT

OFFICE OF THE TORRANCE COUNTY CLERK

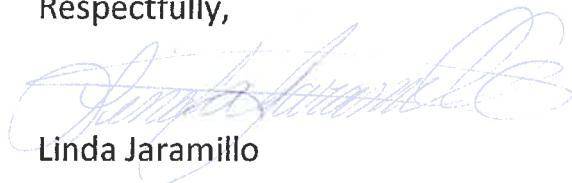
Dear Torrance County Registered Voter,

Pursuant to the New Mexico State Election Code (1-3-1 NMSA 1978) precinct boundary adjustments were made to your current precinct and a new precinct was created to allow for more compact precincts.

You have been assigned to your newly created precinct which is on your enclosed, updated ID card. Your district boundaries have not been changed. As we are now using Voter Convenient Centers in Torrance County you are now allowed to vote at any Voter Convenient Center on Election Day throughout the county. A list of those polling places are available in my office and on my website.

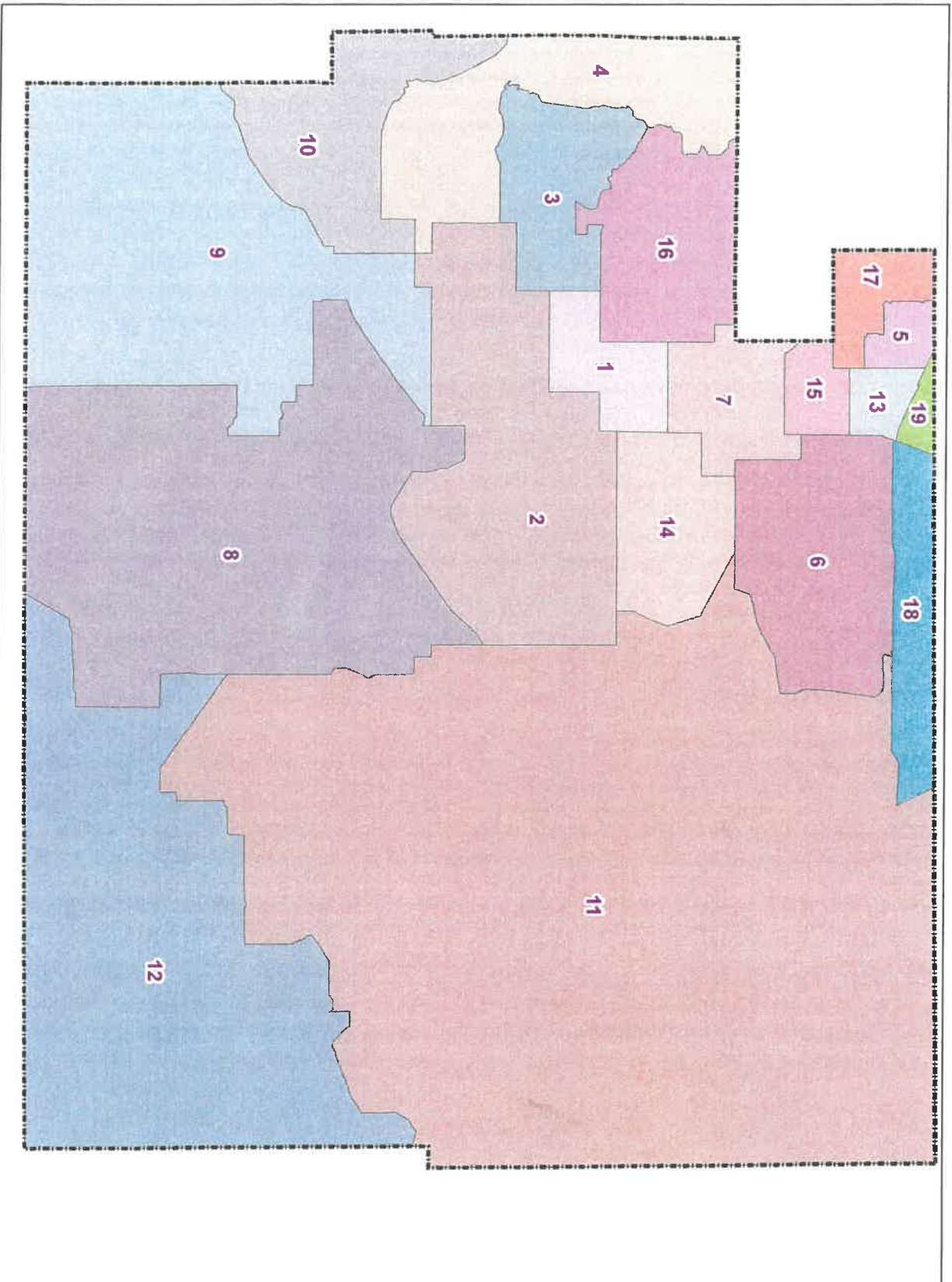
If you have any questions or concerns, please feel free to contact me, Linda Jaramillo, Torrance County Clerk at (505) 544-4350 or email me at ljaramillo@tcnm.us.

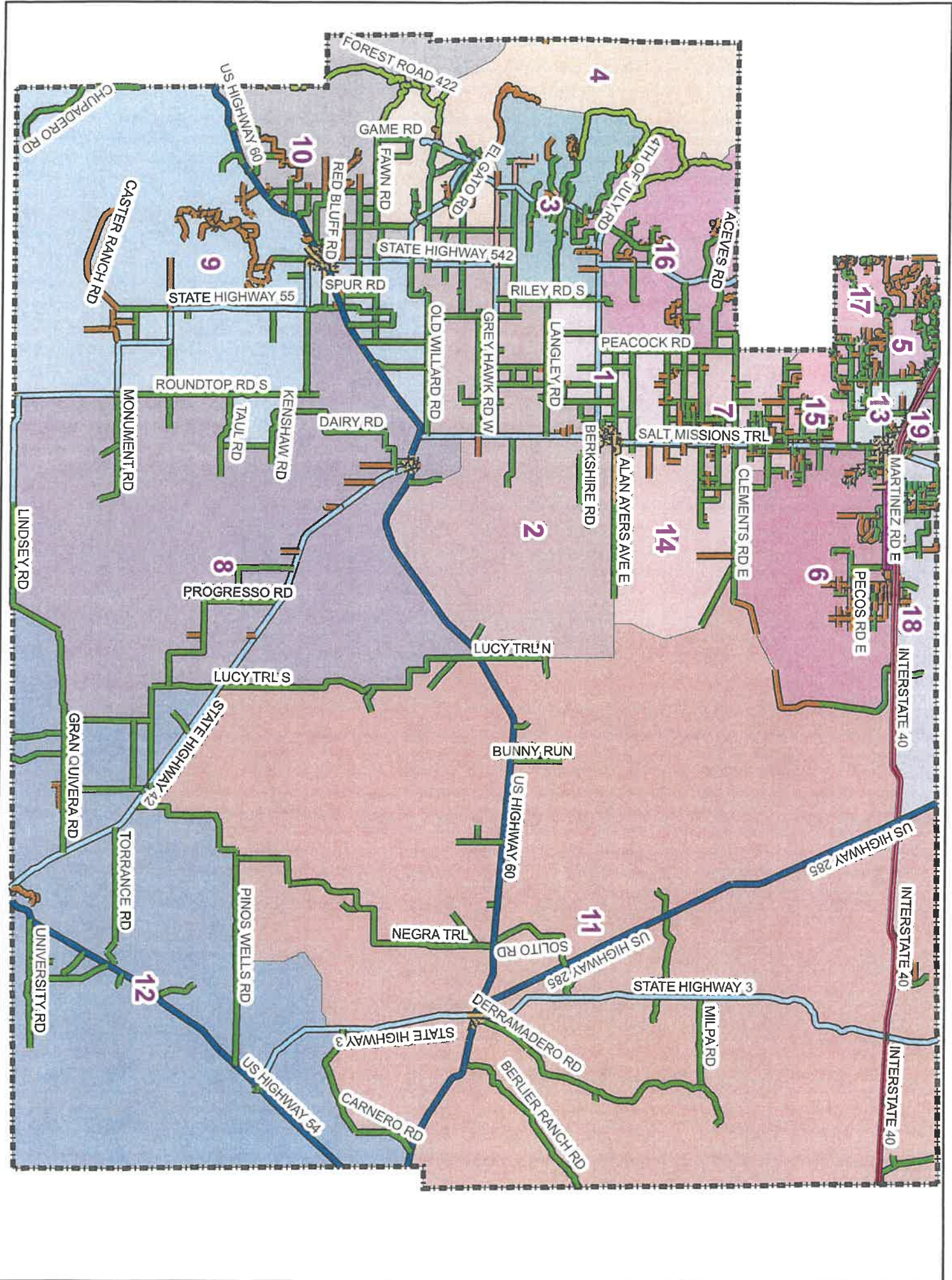
Respectfully,



Linda Jaramillo

Torrance County NIM Precincts





PRECINCTS IN TORRANCE COUNTY DISTRICTS:

CONGRESSIONAL DISTRICT 1: ALL PRECINCTS

DISTRICT ATTORNEY 7TH JUDICIAL: ALL PRECINCTS

MAGISTRATE: ALL PRECINCTS

EDUCATION COMMISSION DISTRICT 8: ALL PRECINCTS

SENATE DISTRICT 19: 5, 6, 13, 15, 17, 18, 19

SENATE DISTRICT 39: 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 14, 16

LEGISLATIVE DISTRICT 50: 3, 4, 5, 7, 9, 10, 13, 16, 17, 19

LEGISLATIVE DISTRICT 70: 1, 2, 6, 8, 11, 12, 14, 15, 18

COUNTY COMMISSIONER DISTRICT 1: 5, 13, 17, 19

COUNTY COMMISSIONER DISTRICT 2: 6, 7, 11, 15, 18

COUNTY COMMISSIONER DISTRICT 3: 1, 2, 3, 4, 8, 9, 10, 12, 14, 16

CITY OF MORIARTY: 6.1, 13.1, 18.1, 19.1

TOWN OF ESTANCIA: 1.1, 2.1, 14.4

TOWN OF MOUNTAINAIR: 9.1, 10.1

VILLAGE OF ENCINO: 11.1

VILLAGE OF WILLARD: 8.1

PUBLIC REGULATION DISTRICT 2: 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19

PUBLIC REGULATION DISTRICT 5: 10

NOTE: SOME OF OUR PRECINCTS CAN BE SPLIT BETWEEN TWO DISTRICTS TO ACCOMMODATE THE DIFFERENT DISTRICT BOUNDARIES

CORONA SCHOOL DISTRICT: 8, 11, 12,

ESTANCIA SCHOOL DISTRICT: 1, 2, 3, 4, 7, 8, 9, 11, 14, 16,

MORIARTY EDGEWOOD SCHOOL 81-2: 6, 7, 11, 15, 18

MORIARTY EDGEWOOD SCHOOL 81-3: 5

MORIARTY EDGEWOOD SCHOOL 81-4: 5, 13, 17, 19

MOUNTAINAIR SCHOOL DISTRICT: 2, 3, 4, 8, 9, 10

VAUGHN SCHOOL DISTRICT: 8, 11, 12,

CLAUNCH PINTO SOIL & WATER CONSERVATION DIST: 2, 3, 4, 8, 9, 10, 11, 12

EAST TORRANCE SOIL & WATER CONSERVATION DIST: 1, 2, 3, 6, 7, 8, 11, 12, 14, 15,

EDGEWOOD SOIL AND WATER CONSERVATION DISTRICT: 5, 6, 11, 13, 15, 16, 17, 18, 19

VOTER CONVENIENT CENTER LOCATIONS

ALL PRECINCTS CAN VOTE AT ANY VCC LOCATION

ESTANCIA HIGH SCHOOL GYM: 709 Hopewell, Estancia, NM 87016

TORREON COMMUNITY CENTER: 18 Torreon Heights Rd, Torreon, NM 87061

MANZANO CENTER: 04 Community Center Rd, Manzano, NM 87036

MORIARTY-EDGEWOOD SCHOOLS ADMIN. BLDG.: 2422 US Route 66, Moriarty, NM 87035

MORIARTY CIVIC CENTER: 202 Broadway Ave., Moriarty, NM 87035

MCINTOSH FIRE STATION: 757 Salt Mission Trail, McIntosh, NM 87032

WILLARD COMMUNITY CENTER: 520 N. Becker Ave., Willard, NM 87063

DR. SAUL COMMUNITY CENTER: 111 N. Roosevelt Ave., Mountainair, NM 87036

ENCINO COMMUNITY CENTER: 427 B North Main Street, Encino, NM 88321

TAJIQUE COMMUNITY CENTER: 8636 Hwy 55, Tajiue, NM 87016

Traditional Voting Precinct (Pre-Printed Ballot)

PRECINCT 12 ONLY

DURAN FIRE STATION: 19 Vidal Street, Duran, NM 88319

Absentee/Early Voting

TORRANCE COUNTY ADMIN. BUILDING: 205 S. Ninth Street, Estancia, NM 87016

Alternate Voting Site

MORIARTY CIVIC CENTER: 202 Broadway Ave., Moriarty, NM 87035

Mobile Voting

DR. SAUL COMMUNITY CENTER: 111 N. Roosevelt Ave., Mountainair, NM 87036

MORIARTY-EDGEWOOD SCHOOLS ADMIN.BUILDING: 2422 US Route 66, Moriarty, NM 87035

Voter Registration Statistics By County

DISTRICT	DEMOCRATIC	LIBERTARIAN	REPUBLICAN	OTHER	NO PARTY/INDEP ENDENT//DECL INED TO SELECT	TOTAL
CONGRESSIONAL						
DISTRICT 1	3,085	83	4,500	96	2,025	9,789
TOTAL	3,085	83	4,500	96	2,025	9,789
COUNTY						
COMMISSIONER						
DISTRICT 1	1,027	37	1,455	46	772	3,337
DISTRICT 2	850	32	1,369	29	659	2,939
DISTRICT 3	1,208	14	1,676	21	594	3,513
TOTAL	3,085	83	4,500	96	2,025	9,789
DISTRICT						
ATTORNEY						
SEVENTH						
JUDICIAL						
DISTRICT						
Judicial District 7TH	3,085	83	4,500	96	2,025	9,789
TOTAL	3,085	83	4,500	96	2,025	9,789
EDUCATION						
COMMISSION						
DISTRICT 8	3,085	83	4,500	96	2,025	9,789
TOTAL	3,085	83	4,500	96	2,025	9,789
LEGISLATIVE						

Voter Registration Statistics By County

As of January 29, 2020

DISTRICT	DEMOCRATIC	LIBERTARIAN	REPUBLICAN	OTHER	NO PARTY/INDEP ENDENT/DECL INED TO SELECT	TOTAL
DISTRICT 50	1,997	54	2,792	71	1,322	6,236
DISTRICT 70	1,088	29	1,708	25	703	3,553
TOTAL	3,085	83	4,500	96	2,025	9,789
MAGISTRATE						
MAGISTRATE	3,085	83	4,500	96	2,025	9,789
TOTAL	3,085	83	4,500	96	2,025	9,789
MUNICIPAL						
CITY OF MORIARTY	390	12	510	13	244	1,169
MUNICIPAL - OUT	2,092	65	3,321	76	1,501	7,055
TOWN OF ESTANCIA	244	4	282	1	116	647
TOWN OF MOUNTAINAIR	239	2	290	5	139	675
VILLAGE OF ENCINO	25		23		3	51
VILLAGE OF WILLARD	95		74	1	22	192
TOTAL	3,085	83	4,500	96	2,025	9,789
PRECINCT						
PRECINCT 001	258	2	342	1	122	725

Voter Registration Statistics By County

As of January 29, 2020

DISTRICT	DEMOCRATIC	LIBERTARIAN	REPUBLICAN	OTHER	NO PARTY/INDEP ENDENT/DECL INED TO SELECT	TOTAL
PRECINCT 002	76	2	193		46	317
PRECINCT 003	94		137	4	44	279
PRECINCT 004	96		107		41	244
PRECINCT 005	312	10	449	17	230	1,018
PRECINCT 006	323	6	464	14	254	1,061
PRECINCT 007	234	11	418	7	184	854
PRECINCT 008	102	3	101	1	30	237
PRECINCT 009	213	4	270	5	135	627
PRECINCT 010	151	1	220	2	78	452
PRECINCT 011	32		55		8	95
PRECINCT 012	17		60		10	87
PRECINCT 013	317	16	412	13	193	951
PRECINCT 014	19	1	61	1	20	102
PRECINCT 015	95	5	176	4	100	380
PRECINCT 016	182	1	185	7	68	443
PRECINCT 017	284	8	404	12	278	986
PRECINCT 018	166	10	256	4	113	549
PRECINCT 019	114	3	190	4	71	382
TOTAL	3,085	83	4,500	96	2,025	9,789
PUBLIC REGULATION						

Voter Registration Statistics By County

As of January 29, 2020

DISTRICT	DEMOCRATIC	LIBERTARIAN	REPUBLICAN	OTHER	NO PARTY/INDEP ENDENT/DECL INED TO SELECT	TOTAL
DISTRICT 2	2,934	82	4,280	94	1,947	9,337
DISTRICT 5	151	1	220	2	78	452
TOTAL	3,085	83	4,500	96	2,025	9,789
SCHOOL						
CORONA SCHOOL DISTRICT 38	12		38		9	59
ESTANCA MUNICIPAL	907	14	1,298	17	450	2,686
SCHOOL DISTRICT						
MORIARTY-EDGEWOOD	1,674	63	2,473	72	1,304	5,586
SCHOOL DISTRICT						
MOUNTAINAIR PUBLIC SCHOOL DISTRICT	461	6	617	7	256	1,347
VAUGHN MUNICIPAL	31		74		6	111
SCHOOL DISTRICT						
TOTAL	3,085	83	4,500	96	2,025	9,789
SCHOOL BOARD						
CORONA SCHOOL BOARD	12		38		9	59

TORRANCE County

Voter Registration Statistics By County

As of January 29, 2020

DISTRICT	DEMOCRATIC	LIBERTARIAN	REPUBLICAN	OTHER	NO PARTY//INDEP ENDENT//DECL INED TO SELECT	TOTAL
ESTANCIA MUNICIPAL SCHOOL DISTRICT BOARD	907	14	1,298	17	450	2,686
MORLARTY-EDGEWOOD SCHOOL BOARD 81-2	647	26	1,018	26	532	2,249
MORLARTY-EDGEWOOD SCHOOL BOARD 81-3	218	10	345	11	151	735
MORLARTY-EDGEWOOD SCHOOL BOARD 81-4	809	27	1,110	35	621	2,602
MOUNTAINAIR PUBLIC SCHOOL BOARD	461	6	617	7	256	1,347
VAUGHN MUNICIPAL SCHOOL BOARD	31		74		6	111
TOTAL	3,085	83	4,500	96	2,025	9,789
SENATE						
DISTRICT 19	1,611	58	2,351	68	1,239	5,327
DISTRICT 39	1,474	25	2,149	28	786	4,462

Voter Registration Statistics By County

As of January 29, 2020

DISTRICT	DEMOCRATIC	LIBERTARIAN	REPUBLICAN	OTHER	NO PARTY/INDEP ENDENT/DECL INED TO SELECT	TOTAL
TOTAL	3,085	83	4,500	96	2,025	9,789
SEVENTH JUDICIAL DISTRICT						
Judicial District 7TH	2,523	62	3,650	76	1,563	7,874
TOTAL	2,523	62	3,650	76	1,563	7,874
SOIL & WATER CONSERVATION						
CLAUNCH-PINTO SOIL & WATER CONSERVATION DISTRICT	254	6	430	3	145	838
EAST TORRANCE SOIL & WATER CONSERVATION DISTRICT						
EAST TORRANCE SOIL & WATER CONSERVATION DISTRICT	1,041	20	1,584	22	600	3,267
EDGEWOOD SOIL & WATER CONSERVATION DISTRICT						
EDGEWOOD SOIL & WATER CONSERVATION DISTRICT	1,161	43	1,686	53	897	3,840
TOTAL	2,456	69	3,700	78	1,642	7,945



*Agenda Item
No. 14-A*



*Agenda Item
No. 14-B*



*Agenda Item
No. 14-C*



*Agenda Item
No. 15-A*



*Agenda Item
No. 16-A*