



TORRANCE COUNTY
COMMISSION MEETING
November 10, 2021
9:00 A.M.

For Public View
Do Not Remove



Torrance County

BOARD OF COUNTY COMMISSIONERS (BCC)

Ryan Schwebach, Chair, District 2

Kevin McCall, Vice Chair, District 1

LeRoy M. Candelaria, District 3

Janice Y. Barela, County Manager

ADMINISTRATIVE MEETING AGENDA

WEDNESDAY, November 10, 2021 @ 9:00 AM
205 S. Ninth Street, Estancia, NM 87016

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Changes to the Agenda**
4. **PROCLAMATIONS**
5. **CERTIFICATES AND AWARDS**
 - A. **TREASURER:** Announcement of Employee Service Year Pin: Kathryn Hernandez (5).
 - B. **ASSESSOR:** Announcement of Employee Service Year Pin: Cassandra Knoten (2).
 - C. **ASSESSOR:** Announcement of Employee Service Year Pin: Tanner Solomon (2).
6. **BOARD AND COMMITTEE APPOINTMENTS**
7. **PUBLIC COMMENT and COMMUNICATIONS**
8. **APPROVAL OF MINUTES**
9. **APPROVAL OF CONSENT AGENDA**
 - A. **FINANCE:** Motion to approve payables.

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

10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE

11. ADOPTION OF RESOLUTION

A. FINANCE: Motion to approve Resolution No. 2021-____, Budget Increase.

B. MANAGER: Motion to approve Resolution No. 2021-____, Infrastructure Capital Improvement Plan (ICIP).

C. MANAGER: Motion to approve Resolution No. 2021-____, Requesting Change to the Public Employees Retirement Association (PERA) Return to Work Provisions.

D. MANAGER: Motion to approve notice resolution, proposing future adoption of a County Ordinance authorizing the issuance of industrial revenue bonds not to exceed \$3,500,000,000, relating to a wind energy project proposed by Pattern SC Holdings LLC, and directing that the Title and General Summary of the subject matter of the proposed ordinance, and notice of the meeting at which the ordinance will be considered for adoption, be published as required by law, Resolution No. 2021-____.

12. APPROVALS

A. DISPATCH: Motion to approve Service Agreement between Torrance County and Motorola for enhanced radio system. (Deferred from October 27, 2021 Meeting)

B. CLERK: Motion to approve Canvass for the November 2, 2021, Regular Local Election.

C. DWI: Motion to approve Service Agreement between Torrance County and Prevention Works Consulting, LLC, for evaluation services of the prevention component of the Torrance County DWI Program.

D. FIRE: Motion to approve submittal of application requesting up to \$20,000 each from the Volunteer Fire Assistance Grant for District 4 and District 6.

E. OPERATIONS MANAGER: Motion to hire a Facilities Maintenance Position. (Deferred from October 27, 2021 Meeting)

F. FINANCE & PURCHASING: Motion to approve Grievance Hearing Officer (Professional Services) Contract between Robert F. Curtis and Torrance County. (Deferred from October 27, 2021 Meeting)

G. MANAGER: Motion to Approve the 2022 Holiday and Commission Meeting Calendar.

H. PLANNING AND ZONING: Consider the application for Appeal to the Planning & Zoning Board's denial of a Conditional Use Permit to operate a commercial greenhouse at the residence of Mr. Richard M. Strahlem. The subject property is described as Lot 4 of the Mission Hills subdivision; a Type 5 subdivision within the Agricultural Preservation (AP-40) Zone District. **Public Hearing**

- Consider Planning & Zoning Board's determination to deny Mr. Richard M. Strahlem's application for a Conditional Use Permit to operate a commercial greenhouse at his residence.

13. DISCUSSION

A. DISPATCH: Presentation on Project 25 - 700mhz Dispatch System by Vince Bradley with the State of New Mexico.

B. MANAGER'S REPORT

C. COMMISSIONER'S REPORTS

- 1) Commissioner McCall, District 1
- 2) Commissioner Schwebach, District 2
- 3) Commissioner Candelaria, District 3

14. EXECUTIVE SESSION

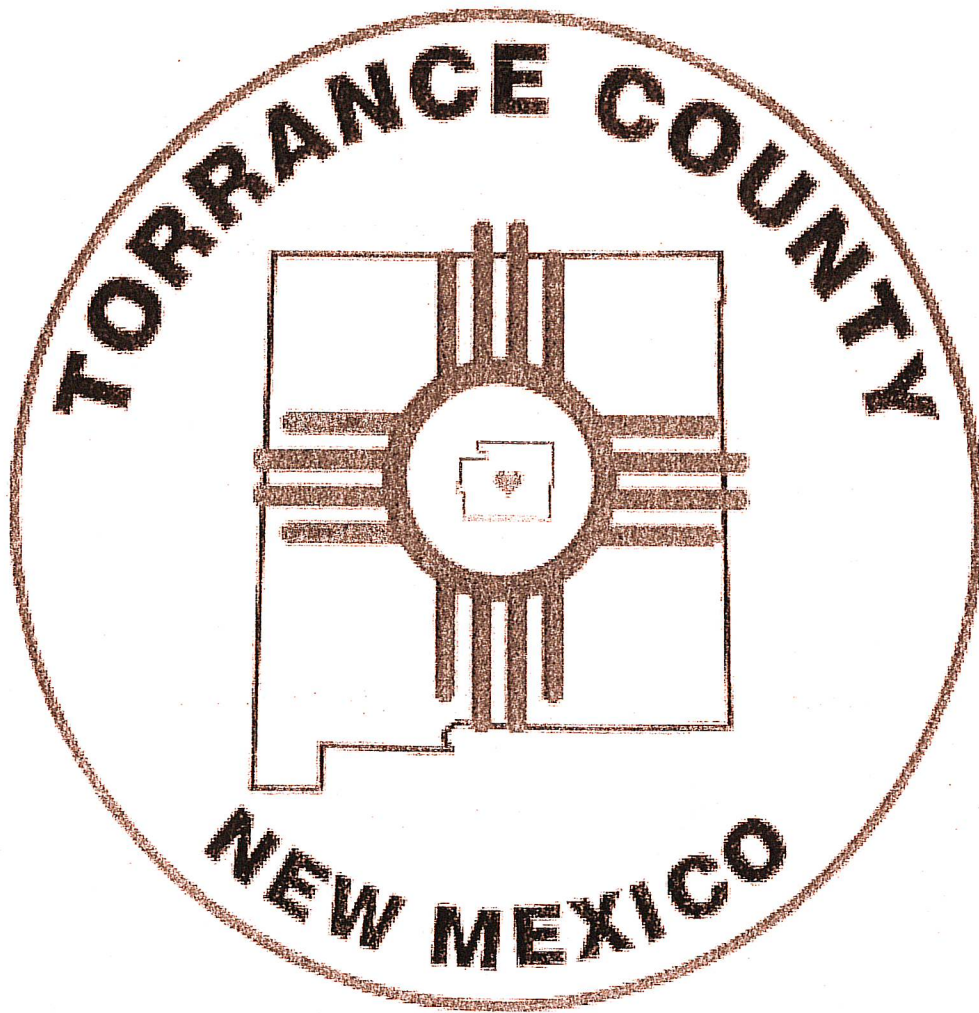
15. Announcement of the next Board of County Commissioners Meeting: December 8, 2021, at 9:00 AM.

16. SIGNING OF OFFICIAL DOCUMENTS

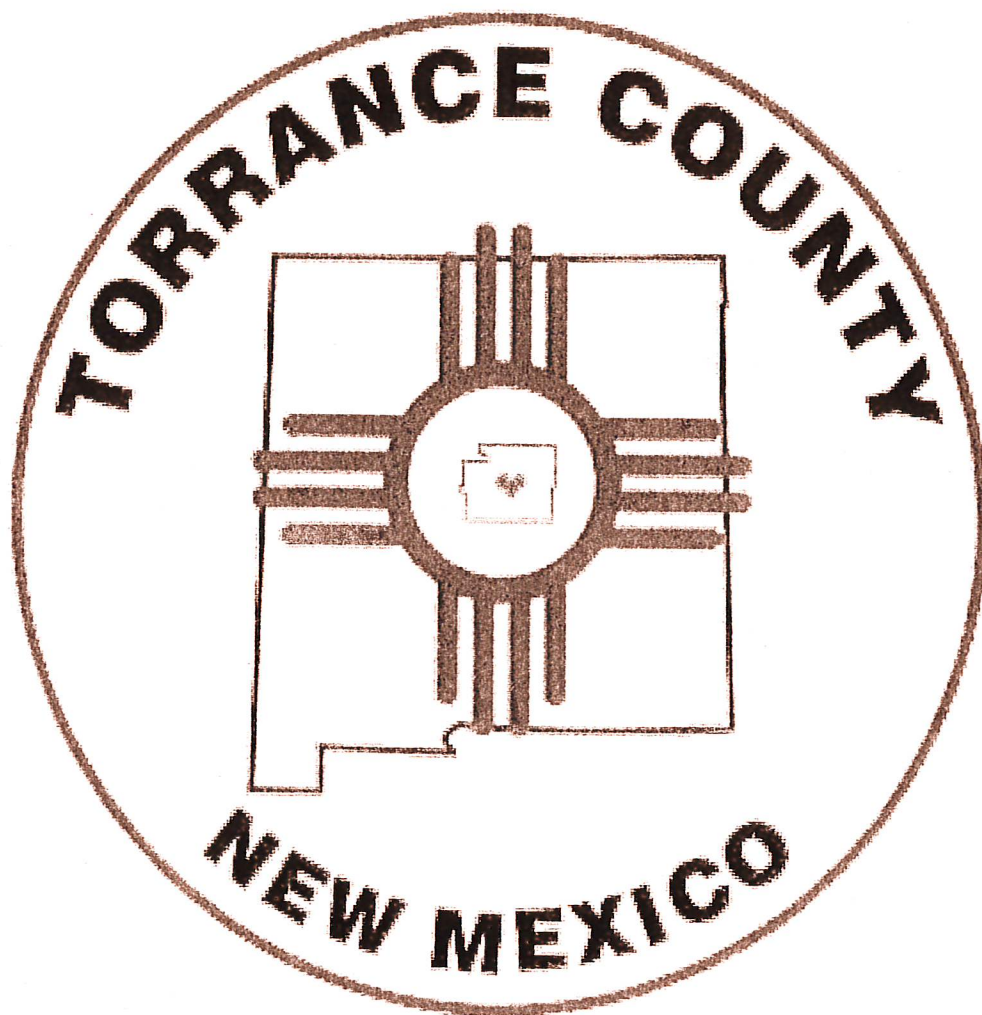
17. ADJOURN



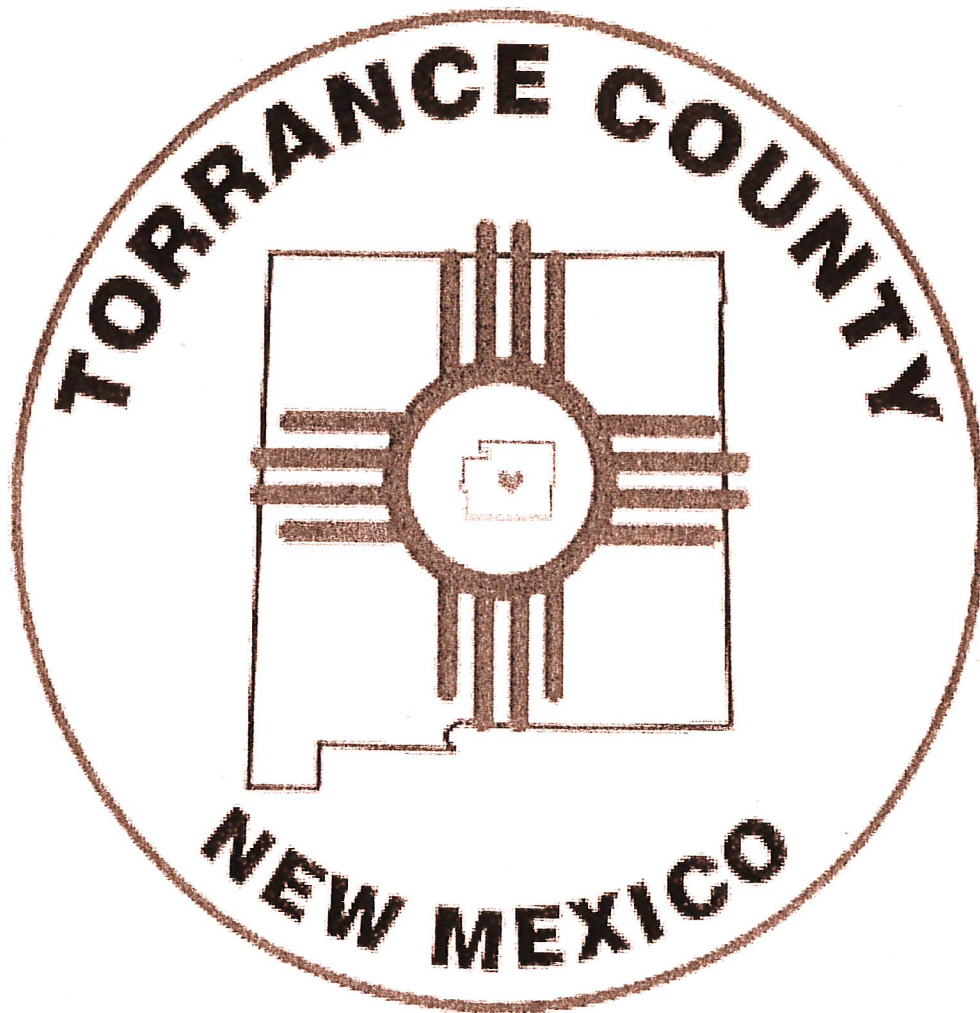
To allow our employees to take time to celebrate with family, **the Administrative Offices of Torrance County will be closed Thursday and Friday, November 25th -26th, 2021.** It is in this spirit that we say, "Thank You" and extend our sincere Best Wishes for a Happy and Healthy Thanksgiving to all the residents of Torrance County.



*Agenda Item
No. 1*



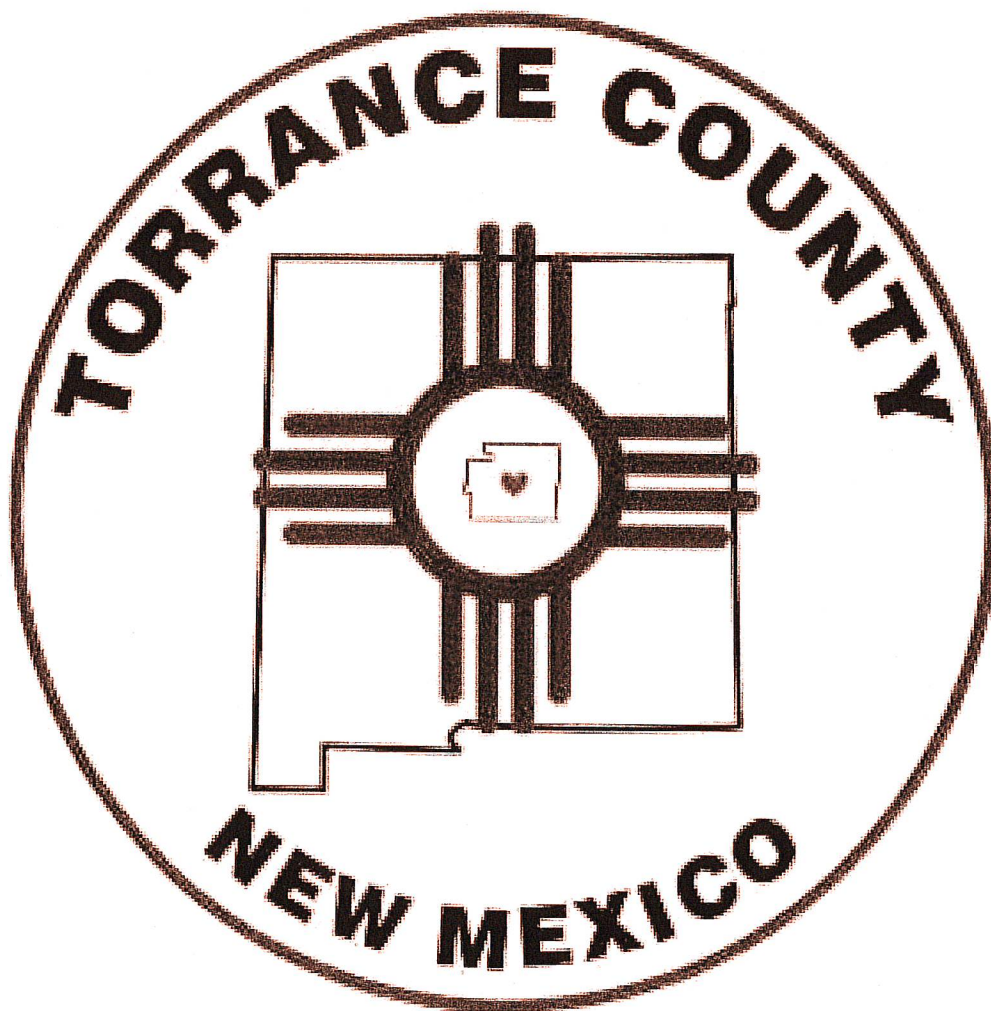
Agenda Item
No. 2



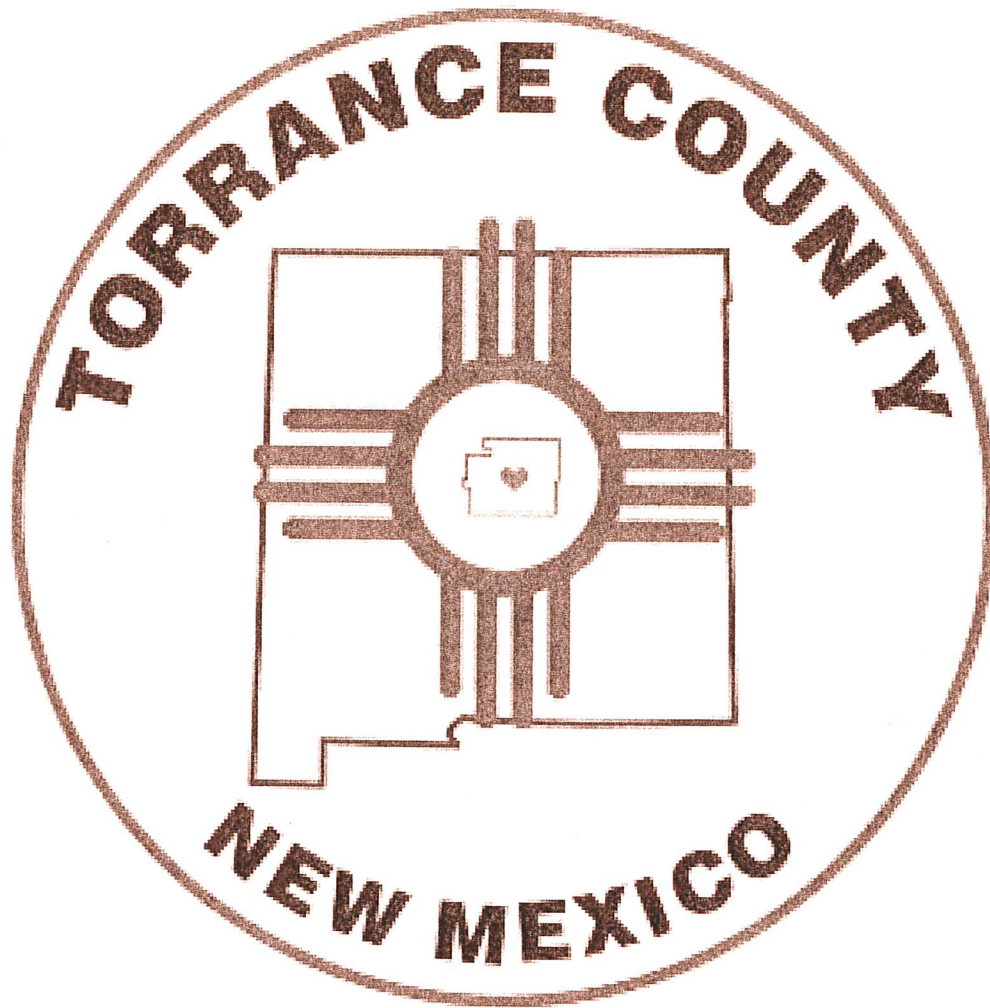
Agenda Item
No. 3



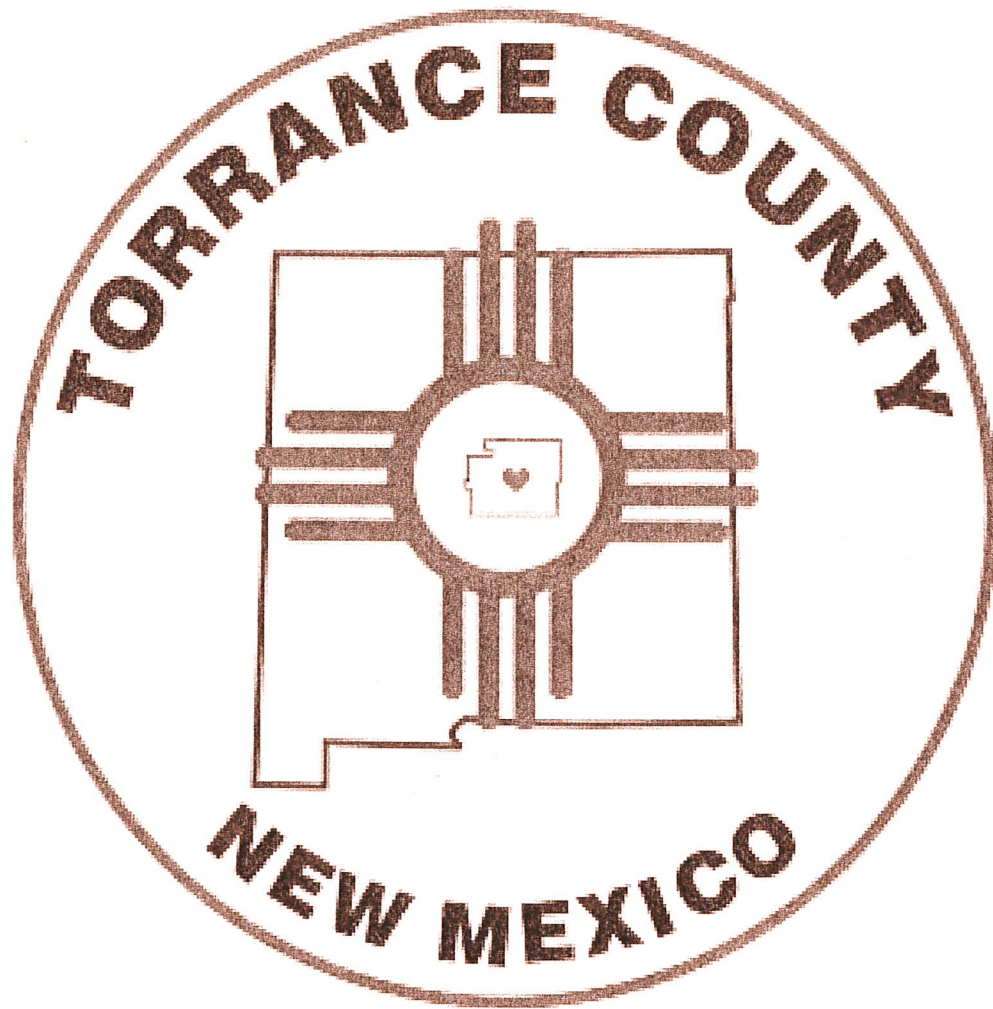
*Agenda Item
No. 4*



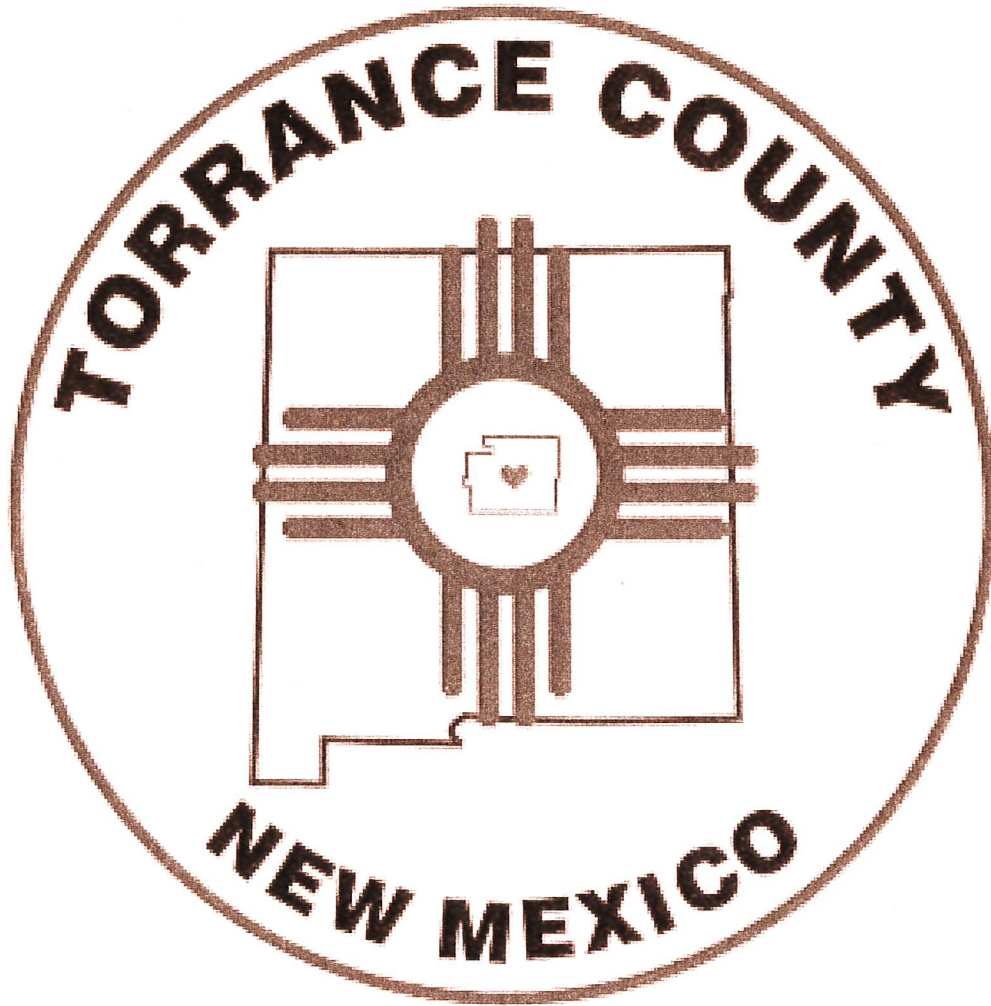
*Agenda Item
No. 5-A*



Agenda Item
No. 5-B



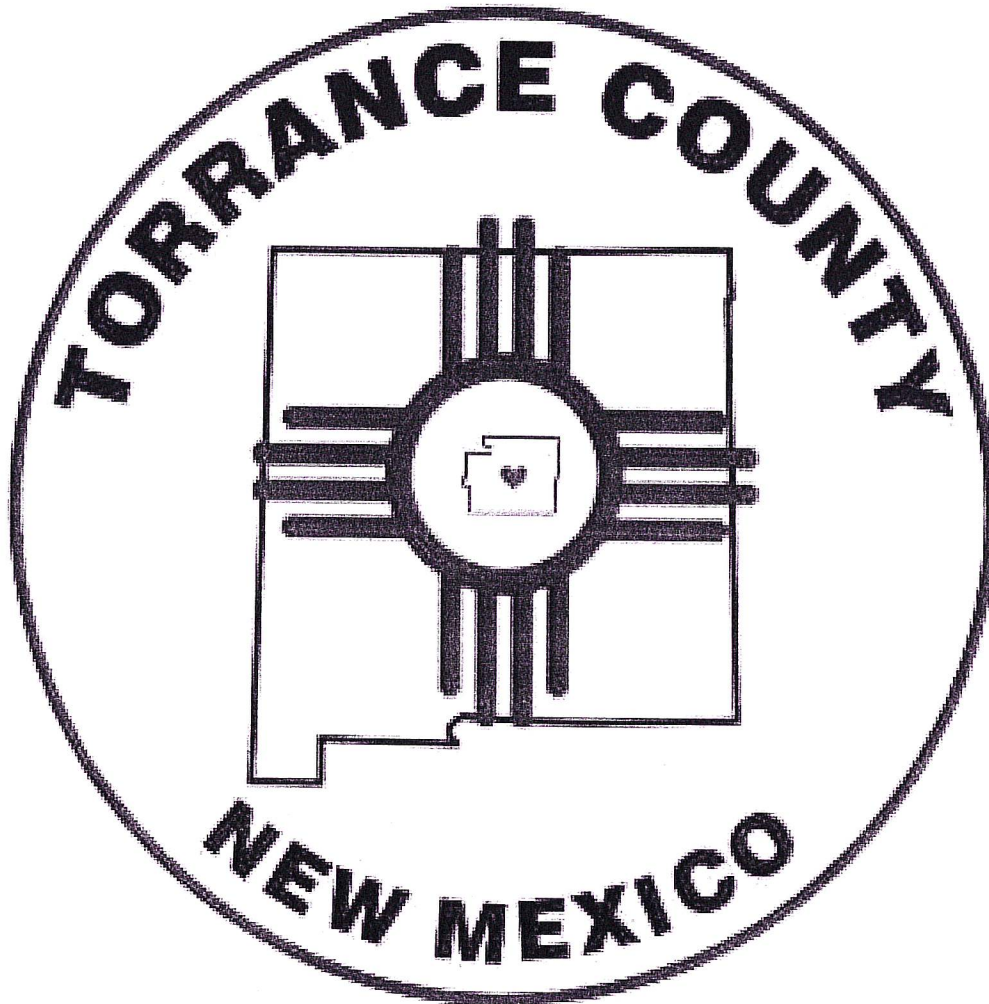
*Agenda Item
No. 5-C*



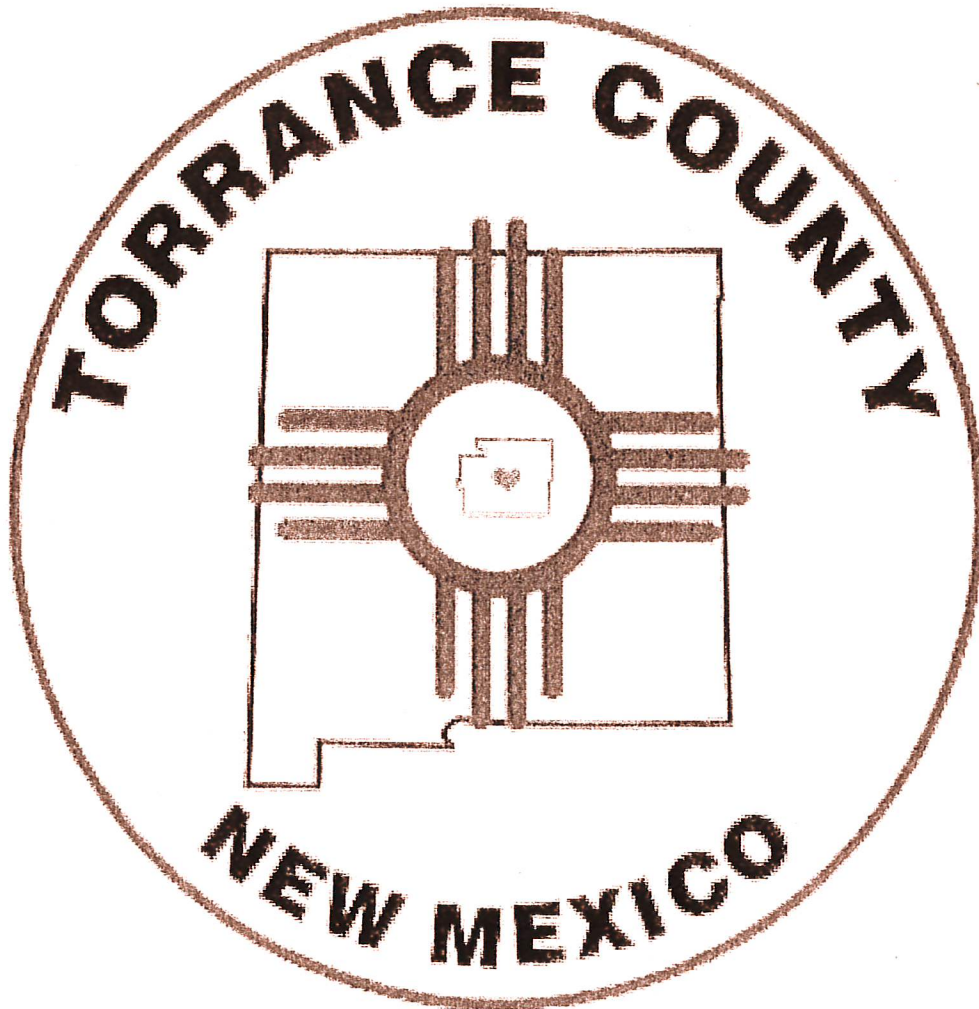
Agenda Item
No. 6



Agenda Item
No. 7



Agenda Item
No. 8



Agenda Item
No. 9-A

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

TOTAL CHECKS PRINTED 170

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 508,049.22 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 11/01/2021 . 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

LeRoy M. Candalaria

Ryan Schwebach

Yvonne Otero

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

CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
01 R	118066	ALBUQUERQUE OFFICE SYSTEMS	WORKSTATION FOR TAX SPECIALIST	609-30-2218	16102121 10/26/2021	37103	2797.48
	3528.29		III			37103	
	10/26/2021		LABOR/INSTALL/FUEL SURCHARGE	609-30-2218	/ /	37103	684.96
			GRT	609-30-2218	/ /	37103	45.85
			INVOICE#9564				
COUNTY TREASURER 3528.29							
01 R	118067	AMAZON BUSINESS	SCARLET CLASSIFICATION FOLDERS	401-49-2219	12102121 10/25/2021	37171	47.22
	336.09		DOUBLE SIDED TAPE	401-49-2219	/ /	37171	12.20
	10/26/2021		FILE FOLDER TABS	401-49-2219	/ /	37171	6.99
			TRI-FOLD POCKET FOLDERS	401-49-2219	/ /	37171	30.54
			LAMINATED TWIN POCKET FOLDERS	401-49-2219	/ /	37171	18.87
			AVERY 8 TAB DIVIDERS	401-49-2219	/ /	37171	18.02
			SHEET PROTECTORS	401-49-2219	/ /	37171	14.99
			HEAVY DUTY PACKING TAPE	401-49-2219	/ /	37171	31.29
			FURMAX METAL DINING CHAIR	401-49-2218	/ /	37171	120.22
			SHIPPING AND HANDLING	401-49-2219	/ /	37171	35.75
			INVOICE#1XRJ-PDCP-WICY				
			ACCT#A3JI65BS912J5M				
GRANT ADMINISTRATION 336.09							
01 R	118068	AMAZON BUSINESS	DISPLAYPORT TO DISPLAYPORT	401-10-2219	15102121 10/26/2021	37238	14.90
	430.49		CABLE 6FT			37238	
	10/26/2021		ASUS VP278QGL 27" MONITOR	401-10-2219	/ /	37238	408.00
			MOUSE PAD	401-10-2219	/ /	37238	7.59
			DCM MONITORS			37238	
			INVOICE#1J4-WRTC-LNYTH ACCT#				
			A3JI65BS912J5M				
COUNTY MANAGER 430.49							
01 R	118069	AMAZON BUSINESS	TAPES, LABELS, COPY PAPER	401-21-2219	51102121 10/26/2021	37244	187.80
	187.80		ACCT#A3JI65BS912J5M				
	10/26/2021						
ELECTIONS 187.80							
01 O	118070	AMBITIONS TECHNOLOGY GROUP LLC	OFFIPEX 7090 SF	401-10-2219	71102121 10/26/2021	37096	1243.40
	1729.42		DESKTOP SPEAKERS	401-10-2219	/ /	37096	24.00
	10/26/2021		WEBCAM	401-10-2219	/ /	37096	57.49
			FLAT RATE LABOR	401-10-2219	/ /	37096	375.00
			TOTAL TAXES	401-10-2219	/ /	37096	29.53
			NEW DESKTOP COMPUTER			37096	
			DEPUTY COUNTY MANAGER			37096	
			INVOICE#9415				
COUNTY MANAGER 1729.42							
01 R	118071	BLACK ROCK SERVICES	CRUSHED CINDER FINES	402-60-2253	71102121 10/25/2021	37064	4989.00
	5310.18		TAX @ 7.6875%	402-60-2253	/ /	37064	321.18
	10/26/2021		INVOICE#17921				
COUNTY ROAD DEPARTMENT 5310.18							
01 R	118072	BLAKES LOTABURGER LLC	REHABILITATION 9.6812 @ 41	604-83-2248	21102121 10/26/2021	37162	396.93
	396.93		NMSP AND TCSSO OIS			37162	

MARSHALL ROAD & HWY 41
INVOICE#94

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COMMUNICATIONS/EMS TAX 396.93								
01 R	118073	BOUND TREE MEDICAL, LLC	PORTABLE SHARPS CONTAINERS	401-50-2222	26102121	10/26/2021	36383	40.67
	40.67		INVOICE#84221060 ACCT#204887					
	10/26/2021							
COUNTY SHERIFF 40.67								
01 R	118074	CHALMERS FORD, INC.	MPOWER TRI COLOR LIGHT HEAD	401-65-2248	6102121	10/25/2021	36793	520.80
	1443.75		AMBER/BLUE/WHITE CLEAR LENS				36793	
	10/26/2021		36 LED STUD MOUNT				36793	
			SHOP SUPPLIES	401-65-2248		/ /		45.00
			INSTALLATION LABOR	401-65-2248		/ /		400.00
			SHIPPING	401-65-2248		/ /		15.00
			SALES TAX	401-65-2248		/ /		31.50
			2020 FORD F-250 UNIT M1				36793	
			(SAFETY LIGHTS)				36793	
			REMOVAL OF DEAD RODENT IN DASH	401-65-2248		/ /		431.45
			NMSWPA # 60-000-15-00032				36793	
			INVOICE#15391/R86917				36793	
OPERATIONS & MAINTENAN 1443.75								
01 R	118075	COAST 2 COAST TIRES & AUTO	RESCUE 1-2	411-92-2201	28102121	/ /	37219	1200.00
	1895.97		MATER CRAFT TIRE 245/75R17 TIRE				37219	
	10/26/2021		MOUNT AND BALANCE				37219	
			VIN: 1FDWF36R49EA1107	411-92-2201		/ /		120.00
			FRONT SHOCKS	411-92-2201		/ /		197.98
			STEERING DAMPNER	411-92-2201		/ /		90.49
			HOURS LABOR R&R FRONT SHOCKS AND	411-92-2201		/ /		287.50
			STEERING DAMPNER				37219	
			MILEAGE: APPROX 120,000				37219	
			INVOICE#4732					
1/4% FIRE EXCISE TAX 1895.97								
01 O	118076	COLUMN SOFTWARE PBC	NOTICE ELECTION FOR 2021 RLE	401-21-2221	5102121	10/25/2021	37230	894.88
	1057.66		WEEK				37230	
	10/26/2021		NMGR	401-21-2221		/ /		73.29
			PROCESSING FEE	401-21-2221		/ /		89.49
			INVOICE#FFA29E08-0004				37230	
ELECTIONS 1057.66								
01 R	118077	DAVIDSON, JESSE	INSTALL 60 FEET OF 10 FOOT PONY	620-94-2611	18102121	10/26/2021	37044	3225.20
	3225.20		WALL, SHEETROCK, TAPE AND PRIME				37044	
	10/26/2021		FOR SECURITY; INSTALL 55 FEET OF				37044	
			PARTITION WALL, SHEETROCK; TAPE				37044	
			TEXTURE, AND PAINT; REPURPOSE				37044	
			AND HAND 2 DOORS AT OFFICE AND				37044	
			INTERVIEW ROOM; REMOVE WINDOW				37044	
			AND FRAME TO CREATE OPENING TO				37044	
			ROOM OFF ENTRANCE; INSTALL NEW				37044	
			COVE BASE AS NEEDED; LABOR				37044	
			TCSO INVESTIGATIONS/EVIDENCE				37044	
			OFFICE BUILDING				37044	
			INVOICE#21106					

CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
01 0	118078	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT SHERIFF COPIER CONTRACT	401-50-2284	61102121		527.09
	527.09		#25551981 INVOICE#74063508 ACCT				
	10/26/2021		#1304771 SEPT 2021				
COUNTY SHERIFF 527.09							
01 0	118079	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT P & Z COPIER CONTRACT#	401-08-2284	62102121		338.28
	338.28		25569223 INVOICE#74035988 ACCT#				
	10/26/2021		1341834 SEPT 2021				
PLANNING & ZONING 338.28							
01 0	118080	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT FINANCE COPIER CONTRACT	401-55-2284	63102121		327.91
	327.91		#25569230 INVOICE#74036015				
	10/26/2021		SEPT 2021				
FINANCE DEPARTMENT 327.91							
01 0	118081	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT ASSESSOR COPIER	401-40-2284	64102121		362.41
	362.41		CONTRACT #25569228 INVOICE#				
	10/26/2021		74036001 ACCT#1341834 SEPT 2021				
COUNTY ASSESSOR 362.41							
01 0	118082	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT MANAGER COPIER	401-10-2284	65102121		327.91
	327.91		CONTRACT#25569218 ACCT#1341834				
	10/26/2021		SEPT 2021				
COUNTY MANAGER 327.91							
01 0	118083	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT TREASURER COPIER	401-30-2284	66102121		299.72
	299.72		CONTRACT#500-50009152 INVOICE#				
	10/26/2021		74033140 ACCT#1329484 SEPT 2021				
COUNTY TREASURER 299.72							
01 0	118084	DE LAGE LANDEN FINANCIAL SERVICE	COPIER PAYMENT DV INVOICE#	690-09-2284	67102121		265.63
	265.63		74036021 ACCT#25569234				
	10/26/2021		SEPT 2021				
WIND PILT 265.63							
01 0	118085	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT MANAGER COPIER/GRANTS	401-10-2284	70102121		421.48
	421.48		COPIER CONTRACT#500-50116558				
	10/26/2021		INVOICE#73837009 ACCT#1428283				
			SEPT 2021				
COUNTY MANAGER 421.48							
01 R	118086	DESIGN SILK SCREEN PRINTERS	REMOVAL OF SHERIFF DECALS,	620-94-2618	72102121		1230.00
	1230.00		INSTALL TC DOOR DECALS & ZONING				
	10/26/2021		ENFORCEMENT DECALS, INSTALL UNIT				
			NO. PZ-2 FENDERS, ROOF				
			1C6RR7T5F5753808 G-95473				
			INVOICE#35698				
INFRASTRUCTURE GROSS R 1230.00							

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01 O 118087 EPCOR USA, INC. UTILITY WATER PAYMENT FY2022 406-91-2210 60102121 10/26/2021 36722 106.68
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CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
106.68	10/26/2021		FIRE ADMIN BILL DATE 10/6/2021					
STATE FIRE ALLOTMENT	106.68							
01 O 118088	6250.00	EVEDA/ESTANCIA VALLEY ECONOMIC 2021/2023 1ST YEAR OF TWO YEAR CONTRACT 1ST QTR	401-05-2260	47102121	10/26/2021			6250.00
COUNTY COMMISSION	6250.00							
01 R 118089	2331.44	EVSWA	FY2022 TIPPING FEES FOR	419-05-2292	69102121	10/26/2021	36723	2331.44
COUNTY COMMISSION	2331.44							
01 R 118090	2700.00	GALLAGHER BENEFIT SERVICES, INC	FY2022 CONSULTING SERVICES	401-14-2272	59102121	10/26/2021	36956	2700.00
RAID GRANT FY18	2700.00							
01 O 118091	1068.75	GALLEGOS MELANIE	DISC JOCKEY SERVICES HOURS	605-03-2271	27102121	10/26/2021	37111	618.75
			SUICIDE PREVENTION 5K					
			EMERACE LIFE CELEBRATION					
			SEPTEMBER 19, 2021					
			DISC JOCKEY SERVICES HOURS	605-03-2271		/		450.00
			PUNKIN CHUNKIN BALL			/		
			OCTOBER 9, 2021			/		
			INVOICE#100			/		
DWI DISTRIBUTION GRANT	1068.75							
01 R 118092	99.57	GUSTIN HARDWARE INC.	MISC ELECTRICAL PLUMBING	401-24-2215	22102121	10/26/2021	36616	12.45
			ROOFING MOWER BATTERY CONCRETE	401-27-2215		/		12.45
			ANCHOR INVOICE#268357 ACCT#125	401-36-2215		/		12.45
			OPEN PO REQUEST FOR ALL	401-37-2215		/		12.44
			COUNTY BUILDING SITES			/		
			FY2022			/		
HEALTH DEPT BLDG MAINT	12.45	MOUNTAINAIR SENIOR CEN	ESTANCIA SENIOR CENTER			/		12.45
MORIARTY SENIOR CENTER	12.44	MOUNTAINAIR HEALTH CLI	COUNTY FAIR			/		12.44
ANIMAL SERVICES	12.45	911-DISPATCH CENTER				/		12.45
01 R 118093	192.16	HOLLYFRONTIER REFINING & COUNTY STATE PROJECT WILLOW LAKE	DEMURAL COST TAX STATE TAX	402-63-2407	73102121	10/26/2021		192.16
			INVOICE#379-380 REF PO#37140			/		
			PER AGREEMENT			/		
SB PROJECT	192.16							
01 O 118094	39.51	HORIZONS OF NEW MEXICO	TCSO SHRED BINS FOR	401-50-2272	41102121	10/26/2021	36631	39.51
			INVOICE#SINV028069 ACCT#			/		

10/26/2021

COUNTY SHERIFF

39.51

S0001010

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	118095	HORIZONS OF NEW MEXICO	PLANT BASED, MONTHLY 1 EACH,		42102121			
	22.18		65 GALLON CONTAINER MONTHLY	612-20-2203	/	/	36626	22.18
	10/26/2021		FULL SET OF KEYS				36626	
			INVOICE#SINV028031 ACCT#3242					
COUNTY CLERK 22.18								
01 O	118096	HORIZONS OF NEW MEXICO	MANAGER	401-10-2271	56102121	10/26/2021	36624	22.18
	22.18		FINANCE				36624	
	10/26/2021		INVOICE#SINV027989 ACCT#3241					
			SERVICE DATE 9/2/2021					
COUNTY MANAGER 22.18								
01 O	118097	HORIZONS OF NEW MEXICO	PLANT BASED DOCUMENT DESTRUCTION	401-40-2271	57102121	10/26/2021	36727	22.18
	22.18		MONTHLY 1-65 GALLON				36727	
	10/26/2021		FULL SET OF KEYS				36727	
			HORIZON'S 5% FEE				36727	
			INVOICE#SINV027988 ACCT#3242					
COUNTY ASSESSOR 22.18								
01 O	118098	HORIZONS OF NEW MEXICO	SHREDDING SERVICES FOR FY2022	401-30-2271	58102121	10/26/2021	36625	22.18
	22.18		FULL SET OF KEYS				36625	
	10/26/2021		SERVICE DATE 9/2/2021 INVOICE					
			#SINV027987 ACCT#3240					
COUNTY TREASURER 22.18								
01 R	118099	INDEPENDENT NEWS LLC	FULL PAGE ADVERTISING	605-03-2221	1102121	10/21/2021	37099	1503.80
	1503.80		9/10/21 AND 9/17/21				37099	
	10/26/2021		NMGRT (8.19%)				37099	
			INVOICE#87475					
DWI DISTRIBUTION GRANT 1503.80								
01 O	118100	JUNIOR'S TIRE & AUTO PARTS INC.	245/70 R17 TO PLY F-150 PZ-3	401-08-2201	10102121	10/25/2021	37248	700.00
	700.00		INCLUDES MOUNTING/BALANCING				37248	
	10/26/2021		VIN: 1FTMFEF7CFB57402				37248	
			LP: G85745				37248	
			MILEAGE: 181,955.4				37248	
			INVOICE#184964					
PLANNING & ZONING 700.00								
01 O	118101	KXNM-FM 88.7	CONTRACT KXNM COMMUNITY	401-05-2243	55102121	10/26/2021		1250.00
	1250.00		BROADCAST FOR COMMISSION					
	10/26/2021		MEETINGS INVOICE#3840					
COUNTY COMMISSION 1250.00								
01 R	118102	LEAF CAPITAL FUNDING LLC	MONTHLY CONTRACT PAYMENT	401-07-2284	54102121	10/26/2021	36623	365.40
	384.13		SALES TAX/OCTOBER 2021				36623	
	10/26/2021		INVOICE#12413764 ACCT#100-462492					
			9-001					
RURAL ADDRESSING 384.13								

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01 R 118103 MANZANO MEDICAL GROUP, P.C. PRE-ACADEMY PHYSICAL EVALUATION 401-50-2271 20102121 10/26/2021 37078 803.68
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CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
803.68	10/26/2021	COUNTY SHERIFF	INVOICE#TORCTY 0921					
01 R	118104	MOUNTAIN STATES CONSTRUCTORS	INBOT MIX SPIII 70-20	402-63-2407	48102121	10/26/2021	36953	3999.60
	4307.07		SB CEDAR LANE AND PARADISE				36953	
	10/26/2021		MEADOW LOOP				36953	
			TAX @7.6875%	402-63-2407	/	/	36953	307.47
			2020-21B-C103-4 CES CONTRACT				36953	
			INVOICE#2021-06 ACCT#TORRANCE				36953	
			COUNTY					
SB PROJECT	4307.07							
01 O	118105	NEXTIVA INC	VOIP PHONES FY 2022	401-40-2207	75102121	10/26/2021	36859	407.88
	2440.15		INVOICE#44473112158 ACCT#					
	10/26/2021		2029540 09/17/2021-10/17/2021					
			ASSESSOR					
			VOIP PHONES FY 2022	401-20-2207	76102121	10/26/2021	36858	237.93
			CLERK INVOICE#44473112158 ACCT#					
			2029540 09/17/2021-10/17/2021					
			VOIP PHONES FY 2022	401-10-2207	77102121	10/26/2021	36861	101.97
			MANAGER INVOICE#44473112158					
			ACCT#2029540 09/17/2021-					
			10/17/2021					
			VOIP PHONES FY 2022	401-14-2207	78102121	10/26/2021	36862	33.99
			HR INVOICE#44473112158 ACCT#					
			2029540 09/17/2021-10/17/2021					
			VOIP PHONES FY 2022	401-49-2207	79102121	10/26/2021	36863	67.98
			GRANTS INVOICE#44473112158					
			ACCT#2029540 09/17/2021-					
			10/17/2021					
			VOIP PHONES FY 2022	401-56-2207	80102121	10/26/2021	36864	67.98
			LAWYER INVOICE#44473112158					
			ACCT#2029540 09/17/2021-					
			10/17/2021					
			VOIP PHONES FY 2022	401-55-2207	81102121	10/26/2021	36865	135.96
			FINANCE INVOICE#44473112158					
			ACCT#2029540 09/17/2021-					
			10/17/2021					
			VOIP PHONES FY 2022	401-65-2207	82102121	10/26/2021	36867	67.98
			MAINTENANCE INVOICE#44473112158					
			ACCT#2029540 09/17/2021-					
			10/17/2021					
			VOIP PHONES FY 2022	401-08-2207	83102121	10/26/2021	36868	101.97
			P&Z INVOICE#44473112158 ACCT#					
			2029540 09/17/2021-10/17/2021					
			VOIP PHONES FY 2022	401-65-2207	84102121	10/26/2021	36866	67.98
			IT INVOICE#44473112158 ACCT#					
			2029540 09/17/2021-10/17/2021					
			VOIP PHONES FY 2022	402-60-2207	85102121	10/26/2021	36869	67.98
			ROAD INVOICE#44473112158 ACCT#					
			2029540 09/17/2021-10/17/2021					
			VOIP PHONES FY 2022	401-90-2207	86102121	10/26/2021	36870	33.99
			PROBATE INVOICE#44473112158					
			ACCT#2029540 09/17/2021-					
			10/17/2021					

VOIP PHONES FY 2022
RA INVOICE#4473112158 ACCT#

401-07-2207

87102121 10/26/2021

36871

33.99

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			2029540 09/17/2021-10/17/2021					
			VOIP PHONES FY 2022	401-50-2207	88102121	10/26/2021	36872	373.89
			SHERIFF INVOICE#4473112158					
			ACCT#2029540 09/17/2021-					
			10/17/2021					
			VOIP PHONES FY 2022	420-73-2207	89102121	10/26/2021	36873	33.99
			COMMUNITY MONITOR INVOICE#					
			44473112158 ACCT#2029540					
			09/17/2021-10/17/2021					
			VOIP PHONES FY 2022	401-30-2207	90102121	10/26/2021	36875	271.92
			TREASURER INVOICE#4473112158					
			ACCT#2029540 09/17/2021-					
			10/17/2021					
			VOIP PHONES FY2022	413-91-2207	91102121	10/26/2021	36857	134.96
			FIRE ADMIN INVOICE#4473112158					
			ACCT#2029540 09/17/2021-					
			10/17/2021					
			VOIP PHONES FY 2022	401-05-2207	92102121	10/26/2021	36876	164.95
			EXTENSION OFFICE INVOICE#					
			44473112158 ACCT#2029540					
			09/17/2021-10/17/2021					
			VOIP PHONES FY 2022	604-83-2207	93102121	10/26/2021	36877	32.86
			CIVIL DEFENSE INVOICE#					
			44473112158 ACCT#2029540					
			09/17/2021-10/17/2021					
			COUNTY CLERK	237.93				
			COUNTY MANAGER	101.97				
			GRANT ADMINISTRATION	67.98				
			OPERATIONS & MAINTENAN	135.96				
			PROBATE JUDGE	33.99				
			COMMUNITY MONITORING	33.99				
			COUNTY COMMISSION	164.95				
			#10 ENVELOPES	401-55-2219	43102121	10/26/2021	37112	255.00
			UPS SHIPPING	401-55-2219	/	/	37112	29.00
			INVOICE#59070 ACCT#E022					
			FINANCE DEPARTMENT	284.00				
			NM MUNICIPAL LEAGUE					
			FINANCE PERSONNEL FOR BUDGET	401-55-2266	25102121	10/26/2021	37253	12.50
			CONFERENCE					
			JEREMY OLIVER					
			TREASURER PERSONNEL FOR BUDGET	401-30-2266	/	/		
			CONFERENCE					
			TRACY SEDILLO, KATHERYN					
			HERNANDEZ, CAROL ARGAON					
			ACCT#TORRANCE COUNTY					
			COUNTY TREASURER	37.50				
			OVERAGE CHARGE INVOICE#	402-60-2203	13102121	10/25/2021		63.49
			IN4990 ACCT#TCROAD					
			COUNTY ROAD DEPARTMENT	63.49				
			STANDARD MONTHLY PC	911-80-2215	52102121	10/26/2021	36896	159.49
			DISPATCH OCTOBER 2021 INVOICE#					

10/26/2021

911-DISPATCH CENTER

159.49

218761594 ACCT#25640741

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	11/8110	ORKIN INC.	STANDARD MONTHLY PC	401-10-2271	53102121	10/26/2021	36894	90.62
	10/26/2021		INVOICE#218762308 ACCT#31462749 OCTOBER 2021					
COUNTY MANAGER 90.62								
01 O	11/8111	ORKIN INC.	PC STANDARD FOR SEPT 2021	401-50-2203	68102121	10/26/2021		122.25
	122.25		SHERIFF 903-A INVOICE#220336537 ACCT#31550882					
COUNTY SHERIFF 122.25								
01 O	11/8112	PITNEY BOWES	POSTAGE REFILL OCTOBER 2021	401-10-2206	2102121	10/21/2021		1003.86
	1003.86		ACCT#8000-9090-0137-3179					
COUNTY MANAGER 1003.86								
01 R	11/8113	PLATEAU WIRELESS	IT INTERNET	413-91-2207	50102121	10/26/2021	36717	350.00
	1987.55		LARGE BUSINESS BLAZE	401-65-2207	/	/		1637.55
	10/26/2021		LANDLINE CHARGES DISTRICT 1 VFD ACCT#3061934 SEPT 2021				36717	
STATE FIRE ALLOTMENT 350.00 OPERATIONS & MAINTENAN 1637.55								
01 R	11/8114	PRESBYTERIAN HEALTH PLAN	COBRA PAYMENT STEVE AND CHRISTIE	401-05-2306	74102121	10/26/2021		2958.40
	2958.40		INVOICE#COBRA ACCT#A0002863					
COUNTY COMMISSION 2958.40								
01 O	11/8115	PRESBYTERIAN MEDICAL SERVICES	CLEANING EXPENSES FOR COUNTY	631-57-2271	49102121	10/26/2021	36710	833.33
	833.33		INVOICE#7-OCT-21					
SENIOR CITIZEN'S PROGR 833.33								
01 R	11/8116	PRUDENTIAL OVERALL SUPPLY	MATS AND MOPS COUNTY ADMIN	401-15-2203	23102121	10/26/2021		40.17
	174.59		UNIFORMS STETSON ARELY MARLISSA NICK	401-65-2236	/	/		68.83
	10/26/2021		MATS AND MOPS JUDICIAL ACCT# 6528480 INVOICE#45060-3211 45060-3212					65.59
ADMINISTRATIVE OFFICES 40.17 OPERATIONS & MAINTENAN 68.83 JUDICIAL COMPLEX MAINT 65.59								
01 R	11/8117	PRUDENTIAL OVERALL SUPPLY	JUDICIAL		24102121			36613
	280.40		INVESTIGATIONS/EVIDENCE					36613
	10/26/2021		FAIRGROUNDS					36613
			COUNTY ADMIN	401-15-2229	/	/		280.40
			INVOICE#450603213 ACCT#6528480					
ADMINISTRATIVE OFFICES 280.40								
01 R	11/8118	QWEST CORPORATION	MONTHLY CHARGES FOR	911-80-2207	29102121	10/26/2021	36881	674.25
	674.25		ACCT#505-384-9631 581B SEPT 2021/DISPATCH					
	10/26/2021							

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	11/18/21	QWEST CORPORATION	MONTHLY CHARGES ACCT#505-384-1277 037B SEPT 2021 SHERIFF	401-50-2207	30102121	10/26/2021	36878	35.18
COUNTY SHERIFF 35.18								
01 R	11/18/20	QWEST CORPORATION	MONTHLY CHARGES FOR ACCT#505-384-4362- 899B SEPT 2021 ASSESSOR	401-40-2207	31102121	10/26/2021	36885	62.76
COUNTY ASSESSOR 62.76								
01 R	11/18/21	QWEST CORPORATION	MONTHLY CHARGES FOR SEPT 2021 ACCT#5053840058596M JAIL FUND	420-70-2207	32102121	10/26/2021	36890	279.05
ADULT INMATE CARE 279.05								
01 R	11/18/22	QWEST CORPORATION	MONTHLY CHARGES FOR SEPT 2021 TREASURER ACCT# 5053844381889B	401-30-2207	33102121	10/26/2021	36883	62.76
COUNTY TREASURER 62.76								
01 R	11/18/23	QWEST CORPORATION	MONTHLY CHARGES FOR SEPT 2021 MANAGER ACCT# 5053845294082B	401-10-2207	34102121	10/26/2021	36887	258.50
COUNTY MANAGER 258.50								
01 R	11/18/24	QWEST CORPORATION	ACCT # 505-832-5104623B ACCT # 505-832-4068906B DIST 5 VFD SEPT 2021	405-91-2207 405-91-2207	35102121	10/26/2021	36880	62.29 239.34
STATE FIRE ALLOTMENT 301.63								
01 R	11/18/25	QWEST CORPORATION	MONTHLY CHARGES FOR CLERK ACCT#5053844080353B SEPT 2021	401-20-2207	36102121	10/26/2021	36884	62.76
COUNTY CLERK 62.76								
01 R	11/18/26	QWEST CORPORATION	MONTHLY CHARGES FOR FIRE ADMIN ACCT#5053843165110B SEPT 2021	413-91-2207	37102121	10/26/2021	36879	113.85
STATE FIRE ALLOTMENT 113.85								
01 R	11/18/27	QWEST CORPORATION	ACCT # 505-847-2885204B ACCT # 505-384-5010995B ACCT # 505-832-4425163B MTAIR ESTANCIA AND MORIARTY SENIOR CENTERS SEPT 2021	401-27-2207 401-36-2207 401-37-2207	38102121	10/26/2021	36886	59.29 261.75 174.38
MOUNTAINAIR SENIOR CEN 59.29 ESTANCIA SENIOR CENTER 261.75 MORIARTY SENIOR CENTER 174.38								
01 R	11/18/28	QWEST CORPORATION	MONTHLY CHARGES FOR	402-60-2207	39102121	10/26/2021	36888	112.19

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COUNTY ROAD DEPARTMENT 112.19								
01 R	118129	QWEST CORPORATION	MONTHLY CHARGES FOR	401-16-2207	40102121	10/26/2021	36889	116.43
	116.43		SEPT 2021 JUDICIAL 5053843237					
	10/26/2021		905B					
JUDICIAL COMPLEX MAINT 116.43								
01 R	118130	QWEST CORPORATION	MONTHLY CHARGES FOR	401-82-2207	94102121	10/26/2021	36882	256.00
	256.00		SEPT 2021 ACCT#5053845117227B					
	10/26/2021							
ANIMAL SERVICES 256.00								
01 R	118131	SAM'S CLUB DIRECT	LARGE PLASTIC TOTES FOR	605-02-2219	4102121	10/25/2021	37207	159.84
	408.67		KNOCKERBALLS					
	10/26/2021		139.88					
			ION PA LIVE	605-02-2218		/		219.00
			BLUETOOTH SPEAKER WITH SOUND			/		
			EFFECTS FOR PREVENTION EVENTS			/		
			NMGRT	605-02-2219		/		29.83
			INVOICE#000741 ACCT#1040					
DWI LOCAL GRANT FY20 408.67								
01 R	118132	SENERGY PETROLEUM, LLC	FUEL CARDS PLUS CREDIT INVOICE#	402-60-2202	11102121	10/25/2021		1987.87
	1987.87		812298-715464 ACCT#TCROAD					
	10/26/2021							
COUNTY ROAD DEPARTMENT 1987.87								
01 R	118133	SF PAVEMENT MARKING, INC.	LAYOUT AND STRIPE NEW	620-94-2612	3102121	10/25/2021	37178	1500.00
	4478.96		PARKING SPACES IN WHITE					
	10/26/2021		WATERBASE PAINT					
			MACHINE APPLIED					
			BUNPERS WITH REBAR PICK	620-94-2612		/		2640.00
			& DELIVER			/		
			TAX	620-94-2612		/		338.96
			INVOICE#2021-095					
INFRASTRUCTURE GROSS R 4478.96								
01 R	118134	STAPLES BUSINESS ADVANTAGE	BADGE REELS, ID CARD SLOT PUNCH,	401-50-2219	19102121	10/26/2021	37193	448.92
	448.92		PRINTER RIBBON, CLOXOX WIPES, HP					
	10/26/2021		48A PRINTER CART, DRY ERASE BOAR					
			WIPES, DRY ERASE MARKERS, DRY					
			ERASE CALENDAR					
			INVOICE#3489326489/348939778					
			ACCT#DAL70109685					
COUNTY SHERIFF 448.92								
01 O	118135	SUMMITT FIRE & SECURITY LLC	VOTING MACHINE STORAGE	612-20-2308	45102121	10/26/2021		105.00
	306.84		SALES TAX	612-20-2308		/		7.09
	10/26/2021		INVOICE#588001433 ACCT#					
			TOR3AN9510					
			QUARTERLY MONITORING FOR ADMIN	401-15-2203	46102121	10/26/2021		180.00

401-15-2203

BUILDING SALES TAX
INVOICE#88001451 ACCT#TORRAN

14.75

/ /

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
		9510						
COUNTY CLERK	112.09	ADMINISTRATIVE OFFICES	194.75					
01 O	118136	TC AND F, LLC	HOURS WEED/GRASS CONTROL ON	411-92-2215	42101921	10/19/2021	37032	112.50
	202.50		AND EQUIPMENT				37032	
	10/26/2021		ACRES WEED/GRASS CONTROL GROUNDS	411-92-2215	/	/	37032	90.00
			AND EQUIPMENT				37032	
			INVOICE#2468					
			INVOICE#2468					
1/4% FIRE EXCISE TAX	202.50							
01 R	118137	TYLER TECHNOLOGIES, INC	EAGLE & INCODE	401-65-2228	9102121	10/25/2021	36687	412.50
	412.50		INVOICE#025-348442 ACCT#54200					
	10/26/2021							
OPERATIONS & MAINTENAN	412.50							
01 O	118138	U.S. POSTMASTER	ANNUAL P.O. BOX FEE	911-80-2269	8102121	10/25/2021	37229	130.00
	130.00							
	10/26/2021							
911-DISPATCH CENTER	130.00							
01 R	118139	WEST PUBLISHING CORPORATION	LEGAL RESEARCH ENGINE FY2022	401-56-2269	44102121	10/26/2021	36712	223.28
	223.28		SEPT 2021 INVOICE#845098815					
	10/26/2021		ACCT#1000641642					
ATTORNEY	223.28							
01 O	118140	ZIA GRAPHICS INC.	5 JACKETS, 2 SWEATERS, 1 T-SHIRT	911-80-2236	14102121	10/26/2021	36573	449.00
	599.00		DISPATCH APPAREL				36573	
	10/26/2021		EMBROIDERY LOGO	911-80-2236	/	/	36573	150.00
			INVOICE#60700					
911-DISPATCH CENTER	599.00							
01 O	118143	AMAZON BUSINESS	BADGE HOLDER, CASH BOX SAFE,	401-55-2219	7102821	10/28/2021	37174	450.32
	450.32		CHAIR (J. OLIVER) MAGNETIC SQUAR				37174	
	11/01/2021		POCKET WALL HANGING ORGANIZER				37174	
			SHIPPING				37174	
			INVOICE#LKYJ-3F3T-396Q ACCT#					
			A3JI65BS912J5M					
FINANCE DEPARTMENT	450.32							
01 O	118144	BANK OF AMERICA	ADOBE SOFTWARE FOR AMBER PAVA	401-10-2271	19102821	10/28/2021	37197	410.00
	5912.71		AND JUAN TORRES				37197	
	11/01/2021		TAXES	401-10-2271	/	/	37197	25.28
			INVOICE#ADOBE INC					
			AMERICAN BAR ASSOCIATION	401-56-2269	20102821	10/28/2021	37073	150.00
			ANNUAL DUES				37073	
			INVOICE#AMERICAN BAR					
			22ND ANNUAL NM FIRE SERVICE	413-91-2266	21102821	10/28/2021	36991	400.00
			CONFERENCE REGISTRATION.	406-91-2266	/	/	36991	200.00
			D. DIRKS, H. SANCHEZ, D. TUCKER,	408-91-2266	/	/	36991	200.00
			R. SANCHEZ.				36991	

SEPTEMBER 23-26, 2021
RUIDOSO, NM

36991
36991

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			ONLINE REGISTRATION CAN ONLY BE DONE WITH A CREDIT CARD.				36991	
			NM MUNICIPAL LEAGUE DOESN'T ACCEPT PO'S				36991	
			FINGERPRINTING- JUAN TORRES	401-10-2271	22102821	10/28/2021	37190	8.30
			SINGLE ALUMINUM CHEST TRUCK	604-83-2248	23102821	10/28/2021	37095	249.99
			TOOL BOX, 46 IN.				37095	
			NMGRT	604-83-2248	/	/	37095	16.09
			REAUTHORIZATION OF INSTRUCTORS	600-06-2248	24102821	10/28/2021	37133	80.00
			HEALTH & SAFETY INSTITUTE				37133	
			JEREMY OLIVER				37133	
			NICK SEDILLO				37133	
			NOAH SEDILLO				37133	
			VICTORIA SEDILLO				37133	
			INSTRUCTOR UPGRADE FOR	600-06-2248	/	/	37133	40.00
			JEREMY OLIVER				37133	
			NICK SEDILLO				37133	
			VORTEX OPTICS VIPER HD	810-50-2222	25102821	10/28/2021	37108	699.99
			NMGRT	810-50-2222	/	/	37108	55.12
			SPORTSMAN WAREHOUSE				37101	
			AVERT INSTRUCTOR DEVELOPMENT	600-06-2248	30102821	11/01/2021	37101	1785.00
			COURSE				37101	
			JEREMY OLIVER				37101	
			NICK SEDILLO				37101	
			NOAH SEDILLO				37101	
			INVOICE#AVERT				37101	
			PARTS FOR VEHICLES, RINGS, FILTERS, WINDSHIELD WIPERS, BOLTS, TOWELS, AND FLUIDS.	402-60-2244	31102821	11/01/2021	37205	450.30
			INVOICE#71-65-64				37205	
			PARTS FOR VEHICLES, RINGS, HARBOR FREIGHT	402-60-2244	32102821	11/01/2021	37205	36.25
			INVOICE#9-13-21				37205	
			MOTOR FOR LOW BOY TRAILER	402-60-2244	36102821	11/01/2021	37128	849.97
			VIN: 62244				37128	
			REPAIR PLAN	402-60-2244	/	/	37128	79.99
			TAX	402-60-2244	/	/	37128	66.94
			INVOICE#14887				37128	
			PARTS FOR VEHICLES, RINGS, INVOICE#9-8-21	402-60-2244	38102821	11/01/2021	37205	109.49
			ATTORNEY	150.00				800.00
			RISK MANAGEMENT	1905.00				755.11
			COUNTY SHERIFF					
			STATE FIRE ALLOTMENT					
			8"X10" PRINTS WITH TEXT FOR 2021	412-53-2271	35102821	11/01/2021	36765	936.00
			TORRANCE COUNTY FAIR				36765	
			NMGRT	412-53-2271	/	/	36765	75.46
			INVOICE#000023 ACCT#PICTURES					
			COUNTY FAIR	1011.46				
			CINTAS CORPORATION NO. 2	600-06-2248	18102821	10/28/2021	36993	946.01
			SHERIFF'S OFFICE				36993	
			ROAD DEPARTMENT				36993	
			DISPATCH	911-80-2248	/	/	36993	496.72
			SHERIFF (INVESTIGATION/EVIDENCE)				36993	
			INVOICE#8405368402 ACCT#30009096					

RISK MANAGEMENT

946.01

911-DISPATCH CENTER

496.72

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	11/01/2021	COLUMN SOFTWARE PBC	PUBLIC NOTICE STRAHLEM APPEAL	401-08-2221	12102821	10/28/2021	37264	20.90
			EDITIONS: 10/22				37264	
			INCLUDES TAX AND PROCESSING FEE				37264	
			INVOICE#8ABD5AA7-0002 ACCT#3VV					
			A4GB07WUCUJTRL9T					
PLANNING & ZONING 20.90								
01 0	11/01/2021	COMPUTER CORNER INC	10 HDMI ADAPTER CABLE	401-40-2219	29102921	11/01/2021	37168	204.00
			SHIPPING	401-40-2219		/ /	37168	50.00
			INVOICE#2201529 ACCT#2464732					
COUNTY ASSESSOR 254.00								
01 0	11/01/2021	COOPERATIVE EDUCATIONAL SERVICES	COOPERATIVE EDUCATIONAL SERVICES	401-15-2215	4102821	10/28/2021	36778	1583.31
			EFFECTIVE 7/1/2021 - 6/30/2022	401-24-2215		/ /	36778	443.18
			8.19% TAX ON LABOR ONLY	401-56-2215		/ /	36778	542.21
			CES CONTRACT	401-16-2215		/ /	36778	1382.94
			1.8-07B-R201	630-87-2215		/ /	36778	765.04
				401-23-2215		/ /	36778	655.40
				401-27-2215		/ /	36778	301.91
				911-80-2215		/ /	36778	772.63
				401-37-2215		/ /	36778	388.09
				401-36-2215		/ /	36778	372.70
			INVOICE#154026/10 OF 30	401-53-2215		/ /	36778	267.99
			ACCT#700275					
ADMINISTRATIVE OFFICES 1583.31 HEALTH DEPT BLDG MAINT 443.18 ATTORNEY 542.21								
JUDICIAL COMPLEX MAINT 1382.94 ESPERANZA MEDICAL CLIN 765.04 MOUNTAINAIR HEALTH CLI 655.40								
MOUNTAINAIR SENIOR CEN 301.91 911-DISPATCH CENTER 772.63 MOUNTAINAIR SENIOR CENTER 388.09								
ESTANCIA SENIOR CENTER 372.70 COUNTY FAIR 267.99								
01 0	11/01/2021	DIRECT CREMATION AND BURIAL	DIRECT CREMATION AND BURIAL SERUNDIGENT BURIAL CASE #1-2021	414-19-2294	1102821	10/28/2021		600.00
2ND 1/8 GROSS RECEIPTS 600.00								
01 0	11/01/2021	ESTANCIA, TOWN OF	BULK WATER USAGE INVOICE#	402-60-2210	10102821	10/28/2021		1240.00
			9-7-21					
COUNTY ROAD DEPARTMENT 1240.00								
01 0	11/01/2021	GREEN VALLEY PEST MANAGEMENT	MONTHLY PEST CONTROL FY2022	401-82-2271	27102821	10/28/2021	36923	75.00
			NMGRT	401-82-2271		/ /	36923	5.91
			INVOICE#12071 ACCT#5660					
			INVOICE DATE #10/19/2021					
ANIMAL SERVICES 80.91								
01 0	11/01/2021	GUSTIN HARDWARE INC.		401-24-2215	6102821	10/28/2021	36616	2.94
				401-27-2215		/ /	36616	2.94
				401-36-2215		/ /	36616	2.94
				401-37-2215		/ /	36616	2.93
OPEN PO REQUEST FOR ALL COUNTY BUILDING SITES								

FY2022

401-23-2215
401-53-2215

/ /
/ /

36616
36616

2.94
2.93

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	11/01/2021	HEALTH DEPT BLDG MAINT	MOUNTAINAIR SENIOR CEN	2.94	16102821	10/28/2021		50.00
		MOUNTAINAIR HEALTH CLI	ESTANCIA SENIOR CENTER	2.94		/ /	36616	2.94
		MOUNTAINAIR HEALTH CLI	COUNTY FAIR	2.93		/ /	36616	2.93
		ANIMAL SERVICES	911-DISPATCH CENTER	2.93				
01 O	11/01/2021	INDEPENDENT DRUG TESTING	DRUG TEST CONFIRMATION	420-73-2271				
			TAX INVOICE#5570	420-73-2271				3.94
		COMMUNITY MONITORING						
								53.94
01 O	11/01/2021	MORIARTY FOODS	ICE FOR 5K	606-35-2257	17102821	10/28/2021	37221	5.67
			SNACKS FOR PREVENTION ACTIVITY	606-35-2257		/ /	37221	69.37
			AT ESTANCIA ELEMENTARY				37221	
			CANDY INCENTIVES FOR PREVENTION	606-35-2257		/ /	37221	228.31
			& FALL EVENTS			/ /	37221	
			BREAK SERVICE ITEMS FOR MHFA	606-35-2257		/ /	37221	38.17
			10/24/2021				37221	
			INVOICE#771/73659/9782/3046				37221	
			7524 ACCT#554					
		DWI PROGRAM						
								341.52
01 O	11/01/2021	NEW MEXICO SALT & MINERALS	ROCK SALT	402-60-2253	9102821	10/28/2021	37149	2068.05
			WINTER MAINTENANCE TO COUNTY				37149	
			ROADS				37149	
			INVOICE#8866-IN ACCT#ICRD					
		COUNTY ROAD DEPARTMENT						
								2068.05
01 O	11/01/2021	NEW MEXICO STATE UNIVERSITY	FOR SUPPORT OF THE COOPERATIVE	401-05-2261	3102821	10/28/2021		5574.50
			EXTENSION SERVICE IN TORRANCE					
			COUNTY FOR THE FIRST QUARTER					
			(JULY TO SEPTEMBER) OF FY 21/22					
		COUNTY COMMISSION						
								5574.50
01 R	11/01/2021	ORTIZ, ADRIAN	OCTOBER TEEN COURT PREVENTION	605-02-2272	34102821	11/01/2021		3520.00
			SERVICES					
			MANAGEMENT INVOICE#10312021					237.60
		DWI LOCAL GRANT FY20						
								3757.60
01 O	11/01/2021	PLATEAU WIRELESS	IT INTERNET		5102821		36717	
			LARGE BUSINESS BLAZE				36717	
			LANDLINE CHARGES DISTRICT 1 VFD	407-91-2207		/ /	36717	141.09
			ACCT#2211365					
		STATE FIRE ALLOTMENT						
								141.09
01 O	11/01/2021	PRUDENTIAL OVERALL SUPPLY	MATS AND MOPS COUNTY ADMIN	401-15-2203	8102821	10/28/2021		40.17
			UNIFORMS STETSON ARELY MARISSA	401-65-2236		/ /		68.83
			NICK					
			MATS AND MOPS JUDICIAL ACCT#	401-16-2203		/ /		65.59
			6528480 INVOICE#45060-3957					
			45060-3958					

ADMINISTRATIVE OFFICES

40.17

OPERATIONS & MAINTENAN

68.83

JUDICIAL COMPLEX MAINT

65.59

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	11/01/2021	SENERGY PETROLRUM, LLC	FUEL CARDS INVOICE#807342	402-60-2202	14102821	10/28/2021		3894.86
			FUEL CARDS INVOICE#808590	402-60-2202	/	/		4002.73
			FUEL CARDS INVOICE#SEN-153112	402-60-2202	/	/		7528.42
COUNTY ROAD DEPARTMENT 15426.01								
01 0	11/01/2021	SENERGY PETROLRUM, LLC	SHOP TANKS INVOICE#208885	402-60-2202	33102821	11/01/2021		8133.30
ACCT#TCROAD								
COUNTY ROAD DEPARTMENT 8133.30								
01 0	11/01/2021	STAPLES BUSINESS ADVANTAGE	CLASSIFICATION FOLDERS: RED, BLUE, AND YELLOW	401-14-2219	2102821	10/28/2021	37196	68.66
			INVOICE#3489470360/3489470361				37196	
RAID GRANT FY18 68.66								
01 0	11/01/2021	STAPLES BUSINESS ADVANTAGE	LEGAL PADS, TONER, 1" BINDERS	911-80-2219	13102821	10/28/2021	37175	361.55
			TRASH BAGS, WALL CALENDAR PLANNER				37175	
			INVOICE#3489397776/3489791473				37175	
911-DISPATCH CENTER 361.55								
01 0	11/01/2021	STAPLES BUSINESS ADVANTAGE	PAPER ORGANIZER		15102821		37100	
			SMALL WATER CUPS				37100	
			PILOT G2 PENS				37100	
			VACUUM FOR TEEN COURTROOM	605-02-2219	/	/		72.21
			MOP HEAD FOR TEEN COURTROOM				37100	
			MOP HANDLE FOR TEEN COURTROOM				37100	
			SMALL TRASH BAGS				37100	
			SCRUB BRUSH				37100	
			BOX OF MASKS				37100	
			LENS TOWELETTES				37100	
			BLACK TABLECLOTHS				37100	
			RAFFLE TICKETS				37100	
			PUSHPINS				37100	
			DISINFECTANT SPRAY				37100	
			HAND SOAP				37100	
			DISH SOAP				37100	
			CASE TOILET PAPER (TEEN COURT)				37100	
			CASE PAPER TOWELS (TEEN COURT)				37100	
			COLORX GERMICIDAL WIPES				37100	
			COLORX BLEACH-FREE WIPES	605-02-2219	/	/		37.26
			INVOICE#3487466776				37100	
			3487206428 ACCT#DAL70109685				37100	
DWI LOCAL GRANT FY20 109.47								
01 0	11/01/2021	UNIVERSAL BACKGROUND SCREENING	PRE-EMPLOYMENT BACKGROUND CHECK	401-14-2271	37102821	11/01/2021	36607	232.67
			DL MONITORING FOR FIRE DEPT	411-92-2271	/	/	36607	207.85
			INVOICE#202109013415					
RAID GRANT FY18 232.67 1/4% FIRE EXCISE TAX 207.85								
01 0	11/01/2021	UNM	INMATE MEDICAL DIMINOVICH	401-50-2271	17102121	10/26/2021		25061.46

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	FO #	Amount
COUNTY SHERIFF		25061.46						
01 O 118168	11/01/2021	US BANK CORPORATE PAYMENT SYSTEM	SYSTEMEL DISPATCH ACCT#55696345	911-80-2202	28102821	10/28/2021		40.00
19859.86			55537891 CIVIL DEFENSE 09/15/21	604-83-2202				159.93
			TO 10/15/21 MANAGER	401-10-2202				32.64
			FINANCE	401-55-2205				28.22
			PZ FUEL	401-08-2202				138.55
			PZ CAR WASH	401-08-2201				31.00
			CLERK	401-20-2202				47.01
			TREASURER	401-30-2202				175.56
			DWI	605-03-2202				32.01
			ASSESSORS	401-40-2202				92.48
			ANIMAL SERVICES	401-82-2202				466.33
			OPS MAINTENANCE	401-65-2202				496.39
			ELECTRONIC MONITORING	420-73-2202				116.62
			DIST 1 VFD	407-91-2202				71.88
			DIST 2 VFD	406-91-2202				1034.27
			DIST 3 VFD	408-91-2202				335.47
			DIST 5 VFD	405-91-2202				703.28
			DIST 6 VFD	418-91-2202				153.30
			FIRE ADMIN	413-91-2202				3108.83
			SHERIFF	401-50-2202				11727.84
			TRANSPORT	420-74-2202				868.25
911-DISPATCH CENTER		40.00	COMMUNICATIONS/EMS TAX	159.93				32.64
FINANCE DEPARTMENT		28.22	PLANNING & ZONING	169.55				47.01
COUNTY TREASURER		175.56	DWI DISTRIBUTION GRANT	32.01				92.48
ANIMAL SERVICES		466.33	OPERATIONS & MAINTENAN	496.39				116.62
STATE FIRE ALLOTMENT		5407.03	COUNTY SHERIFF	11727.84				868.25
01 O 118169	11/01/2021	WAGNER EQUIPMENT CO.	REPAIR ON LOADER	402-60-2244	11102821	10/28/2021		2070.17
2070.17			DW544GB558247					37239
			NMSWPA 90-00000-19-00063					37239
			(ITEMIZED INVOICE REQUIRED)					37239
			INVOICE#S10W0896557 ACCT#88034					
COUNTY ROAD DEPARTMENT		2070.17						822.08
01 O 118170	11/01/2021	4 RIVERS EQUIPMENT, LLC	POLY WAFER INVOICE#7127	402-60-2244	26102821	10/28/2021		822.08
822.08			ACCT#35443 REF PO #37164					
COUNTY ROAD DEPARTMENT		822.08						
01 O 118171	11/03/2021	BANK OF AMERICA	INCENTIVES FOR DANCE UNDER THE STARS 9/11/2021.	605-02-2257	111321	11/02/2021		164.10
271.78			INDIVIDUAL ITEMS INCLUDE BOARD GAMES AND DVD'S.					37138
			(A MAXIMUM OF 25 ITEMS WILL BE PURCHASED AT A VALUE OF NO MORE THAN \$10 EACH).					37138
			INVOICE#18548317938311001399					37138
			SPRING BRAKE VALVE INVOICE# 229212678					37138
DWI LOCAL GRANT FY20		164.10	COUNTY ROAD DEPARTMENT	107.68				107.68

01 0 118172
54.77

US BANK CORPORATE PAYMENT SYSTEM DEL DV 09/15/21-10/15/21
ACCT#56963455537891

690-09-2202

211321 11/02/2021

54.77

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
11/03/2021		WIND FLIT						
		54.77						
01 0	11/03/2021	NEXTIVA INC	VOIP PHONES FY 2022	401-40-2207	11121	11/03/2021	36859	336.00
		2434.24	09/17/2021-10/17/2021 INVOICE#					
			43573113121 ACCT#2029540					
			ASSESSOR					
			VOIP PHONES FY 2022	401-20-2207	21121	11/03/2021	36858	210.00
			09/17/2021-10/17/2021 INVOICE#					
			43573113121 ACCT#2029540					
			CLERK					
			VOIP PHONES FY 2022	401-10-2207	311321	11/03/2021	36861	90.00
			09/17/21-10/17/21 INVOICE#					
			43573113121 ACCT#2029540					
			MANAGER					
			VOIP PHONES FY 2022	401-14-2207	411321	11/03/2021	36862	30.00
			09/17/21-10/17/21 INVOICE#					
			43573113121 ACCT#2029540					
			HR					
			VOIP PHONES FY 2022	401-49-2207	511321	11/03/2021	36863	60.00
			09/17/21-10/17/21 INVOICE#					
			43573113121 ACCT#2029540					
			GRANTS					
			VOIP PHONES FY 2022	401-56-2207	611321	11/03/2021	36864	60.00
			09/17/21-10/17/21 INVOICE#					
			43573113121 ACCT#2029540					
			LAWYER					
			VOIP PHONES FY 2022	401-55-2207	711321	11/03/2021	36865	181.00
			09/17/21-10/17/21 INVOICE#					
			43573113121 ACCT#2029540					
			FINANCE					
			VOIP PHONES FY 2022	401-65-2207	811321	11/03/2021	36867	56.00
			09/17/21-10/17/21 INVOICE#					
			43573113121 ACCT#2029540					
			MAINTENANCE					
			VOIP PHONES FY 2022	401-10-2207	911321	11/03/2021	36860	55.28
			09/17/21-10/17/21 INVOICE#					
			43573113121 ACCT#2029540					
			COMMISSION					
			VOIP PHONES FY 2022	401-08-2207	1011321	11/03/2021	36868	84.00
			09/17/21-10/17/21 INVOICE#					
			43573113121 ACCT#2029540					
			PZ					
			VOIP PHONES FY 2022	401-65-2207	1111321	11/03/2021	36866	60.00
			09/17/21-10/17/21 INVOICE#					
			43573113121 ACCT#2029540					
			IT					
			VOIP PHONES FY 2022	402-60-2207	1211321	11/03/2021	36869	60.00
			09/17/21-10/17/21 INVOICE#					
			43573113121 ACCT#2029540					
			ROAD					
			VOIP PHONES FY 2022	401-90-2207	1311321	11/03/2021	36870	29.00
			09/17/21-10/17/21 INVOICE#					
			43573113121 ACCT#2029540					
			PROBATE					
			VOIP PHONES FY 2022	401-07-2207	1411321	11/03/2021	36871	28.00
			09/17/21-10/17/21 INVOICE#					
			43573113121 ACCT#2029540					
			RA					
			VOIP PHONES FY 2022	401-50-2207	1511321	11/03/2021	36872	330.00
			09/17/21-10/17/21 INVOICE#					

43573113121 ACCT#2029540 SHERIFF
VOIP PHONES FY 2022 420-73-2207

1611321 11/03/2021

36873

28.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			09/17/21-10/17/21 INVOICE#					
			43573113121 ACCT#2029540					
			COMMUNITY MONITOR	401-30-2207	1711321	11/03/2021	36875	456.96
			VOIP PHONES FY 2022					
			09/17/21-10/17/21 INVOICE#					
			43573113121 ACCT#2029540					
			TREASURER	413-91-2207	1811321	11/03/2021	36857	112.00
			VOIP PHONES FY2022					
			09/17/21-10/17/21 INVOICE#					
			43573113121 ACCT#2029540					
			FIRE ADMIN	401-05-2207	1911321	11/03/2021	36876	140.00
			VOIP PHONES FY 2022					
			09/17/21-10/17/21 INVOICE#					
			43573113121 ACCT#2029540					
			EXTENSION	604-83-2207	2011321	11/03/2021	36877	28.00
			VOIP PHONES FY 2022					
			09/17/21-10/17/21 INVOICE#					
			43573113121 ACCT#2029540					
			EMERGENCY MANAGEMENT					
			COUNTY CLERK	210.00				145.28
			COUNTY MANAGER					60.00
			ATTORNEY					84.00
			OPERATIONS & MAINTENAN	116.00				28.00
			PLANNING & ZONING					456.96
			PROBATE JUDGE	29.00				28.00
			RURAL ADDRESSING					28.00
			COMMUNITY MONITORING	28.00				28.00
			COUNTY TREASURER					28.00
			STATE FIRE ALLOTMENT	140.00				28.00
			COUNTY COMMISSION					28.00
			COMMUNICATIONS/EMS TAX					28.00
			CONSULTING PHARMACY QUARTERLY	411-92-2271	5111321	11/03/2021		250.00
			INSPECTION OCT 19,2021					
			INVOICE#129408					
			PREVENTION SUPPLIES		5711321			
			35-PIECE ACRYLIC PEN SETS	605-02-2219	/	/	37231	174.54
			10-PIECE METALLIC PEN SETS	605-02-2219	/	/	37231	61.08
			HEAVY DUTY WAGON	605-02-2219	/	/	37231	109.49
			SHIPPING/HANDLING				37231	
			INVOICE#1FNL-L1RF-7K3X ACCT#					
			A3JI65BS912J5M					
			DWI LOCAL GRANT FY20	345.11				
			POWER SUPPLY, VEHICLE L2V	600-06-2248	6611321	11/03/2021	36789	787.15
			2X2, 2M CAR CHARGERS FOR				36789	
			CRADLEPOINTS				36789	
			CUSTOMER ID#057715561 INVOICE#					
			620607278					
			RISK MANAGEMENT	787.15				
			FY2022 CELL PHONE CHARGES	401-07-2207	8511321	11/03/2021	36753	45.79
			OCT 2021 ACCT#287272915609					
			RA					
			FY2022 CELL PHONE CHARGES	401-08-2207	8611321	11/03/2021	36752	228.47
			ASSESSOR					
			FY2022 CELL PHONE CHARGES	401-82-2207	8711321	11/03/2021	37157	231.30
			ANIMAL SERVICES OCT 2021					

FY2022 CELL PHONE CHARGES
DWI OCTOBER 2021

605-02-2207

8811321 11/03/2021

36755

45.79

CX#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			FY2022 CELL PHONE CHARGES	401-50-2207	8911321	11/03/2021	36741	2842.80
			SHERIFF OCTOBER 2021					
			FY2022 CELL PHONE CHARGES	420-74-2207	9011321	11/03/2021	36742	466.20
			TRANSPORT OCTOBER 2021					
			FY2022 CELL PHONE CHARGES	401-05-2207	9111321	11/03/2021	36743	101.70
			COMMISSION OCTOBER 2021					
			LAWYER DEPARTMENT	401-56-2207	9211321	11/03/2021	36744	45.79
			OCTOBER 2021					
			FY2022 CELL PHONE CHARGES	401-65-2207	9311321	11/03/2021	36747	93.24
			OPS OCTOBER 2021					
			CPO/FINANCE DEPARTMENT	401-55-2207	9411321	11/03/2021	36745	53.20
			OCTOBER 2021	401-55-2207	/	/	36745	160.75
			FY2022 CELL PHONE CHARGES	604-83-2207	9511321	11/03/2021	36746	186.48
			EMERGENCY MANAGEMENT OCT 2021					
			FIRE ADMIN	413-91-2207	9611321	11/03/2021	36748	413.00
			DISTRICT 5	405-91-2207	/	/	36748	93.24
			DISTRICT 6	406-91-2207	/	/	36748	93.24
			DISTRICT 1	407-91-2207	/	/	36748	53.20
			DISTRICT 3	408-91-2207	/	/	36748	40.04
			DISTRICT 4	409-91-2207	/	/	36748	53.20
			OCTOBER 2021					
			FY2022 CELL PHONE CHARGES	401-65-2207	9711321	11/03/2021	36750	139.72
			MAINTENANCE OCTOBER 2021					
			FY2022 CELL PHONE CHARGES	402-60-2207	9811321	11/03/2021	36749	1072.04
			ROAD OCT 2021					
			FY2022 CELL PHONE CHARGES	401-14-2207	9911321	11/03/2021	36751	45.79
			HR OCTOBER 2021					
			FY2022 CELL PHONE CHARGES	401-20-2207	10011321	11/03/2021	37156	96.64
			CLERK OCT 2021					
			FY2022 CELL PHONE CHARGES	911-80-2207	10111321	11/03/2021	37155	241.42
			DISPATCH OCTOBER 2021					
			FY2022 CELL PHONE CHARGES	420-73-2207	10211321	11/03/2021	36754	45.79
			COMMUNITY MONITOR OCT 2021					
			FY2022 CELL PHONE CHARGES	690-86-2207	10311321	11/03/2021	36756	183.16
			DV OCTOBER 2021					
			TREASURER DEPARTMENT	401-30-2207	10411321	11/03/2021	36757	225.70
			OCTOBER 2021					
			FY2022 CELL PHONE CHARGES	401-49-2207	10511321	11/03/2021	36758	50.94
			GRANTS OCTOBER 2021					
			FY2022 CELL PHONE CHARGES	401-10-2207	10611321	11/03/2021	36759	189.78
			MANAGER OCTOBER 2021					
			FY2022 CELL PHONE CHARGES	401-40-2207	10711321	11/03/2021	37154	459.76
			ASSESSOR OCTOBER 2021					
			FY2022 CELL PHONE CHARGES	401-90-2207	10811321	11/03/2021	37158	50.85
			PROBATE OCTOBER 2021					
			PLANNING & ZONING	228.47				231.30
			COUNTY SHERIFF	2842.80				466.20
			ATTORNEY	45.79				232.96
			COMMUNICATIONS/EMS TAX	186.48				745.92
			RAID GRANT FY18	45.79				96.64
			COMMUNITY MONITORING	45.79				183.16
			GRANT ADMINISTRATION	50.94				189.78
			PROBATE JUDGE	50.85				
			BRUCKNER TRUCK AND EQUIPMENT	402-60-2244	6811321	11/03/2021	37305	220.50
			HEADLAMP					
			MACK TRUCK SEMI #1					
			LP: G99489					

VIN: 1MLAX09Y5GM27609
MILEAGE: 789,808

37305
37305

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
NMSWPA 90-00000-19-00063 INVOICE#XA112009861:01								
COUNTY ROAD DEPARTMENT 220.50								
01	0	118179	COUNTY ADMINISTRATION	410-50-2222	7511321	/ /	36993	306.37
01	0	118179	SHERIFF'S OFFICE				36993	
01	0	118179	ROAD DEPARTMENT				36993	
01	0	118179	DISPATCH				36993	
01	0	118179	SHERIFF (INVESTIGATION/EVIDENCE)				36993	
01	0	118179	INVOICE#8405368402 ACCT#30009096				36993	
COUNTY SHERIFF 306.37								
01	0	118180	COAST 2 COAST TIRES & AUTO	FD12	5211321	/ /	37257	1236.92
01	0	118180	LT 275/70/R18 DICK CRBEP TIRES	411-92-2201			37257	80.00
01	0	118180	MOUNT AND BALANCE	411-92-2201			37257	
01	0	118180	VIN: 3CUR5CL4LG282449				37257	
01	0	118180	LP: 11261G				37257	
01	0	118180	MILEAGE: 11,949				37257	
01	0	118180	INVOICE#4748				37257	
1/4% FIRE EXCISE TAX 1316.92								
01	0	118181	CODE 3 SERVICE LLC	2021 SILVERADO EMERGENCY	3492921	09/29/2021	36733	1965.19
01	0	118181	INVOICE#210925				36733	
01	0	118181	NMSWPA 60-000-15-00032AD				36733	
INFRASTRUCTURE GROSS R 1965.19								
01	0	118182	COLUMN SOFTWARE PBC	COURT ORDERED AUCTION 3 AD RUN	6311321	11/03/2021	37120	71.98
01	0	118182	INVOICE#60B0B7DE-0005	SEP 17TH, 24TH, AND OCT 1ST.			37120	
COUNTY SHERIFF 71.98								
01	0	118183	COMPUTER CORNER INC	HP COLOR LASERJET PRO	8011321	11/03/2021	37224	552.57
01	0	118183	INVOICE#2201916	MFP P283FDW PRINTER			37224	
RURAL ADDRESSING 552.57								
01	0	118184	COMPUTER CORNER INC	FARGO PRINTER YMCKO COLOR RIBBON	11211321	11/03/2021	37179	129.00
01	0	118184	INVOICE#466.00	FOR DTC1000			37179	
01	0	118184	DELTA DOCK-WD19 130V POWER	401-65-2219			37179	298.00
01	0	118184	DELIVERY				37179	
01	0	118184	LOGITECH MK270 WIRELESS KEYBOARD	401-65-2219			37179	39.00
01	0	118184	AND MOUSE				37179	
01	0	118184	INVOICE#2201971 ACCT#2464732				37179	
OPERATIONS & MAINTENAN 466.00								
01	0	118185	CORECIVIC INC.	INMATE HOUSING 10/01/21-	6111321	11/03/2021		84628.46
01	0	118185	INVOICE#102021	10/31/21 INVOICE#ICDF				
01	0	118185	ACCT#CORECIVIC/TORRANCE					
ADULT INMATE CARE 84628.46								

01 O 118186
191784.70

CORRECTIVE INC.

REIMBURSEMENT FOR HOUSING OF
USMS INMATES SEPT 2021

825-70-2172

7711321 11/03/2021

188103.57

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
11/04/2021		ADULT INMATE CARE	REIMBURSEMENT FOR COURT	825-70-2172	/	/		2926.96
			TRANSPORT USMS INMATES SEPT 2021					
			REIMBURSEMENT FOR MEDICAL	825-70-2172	/	/		754.17
			TRANSPORTATION OF USMS INMATES					
			SEPT 2021 INVOICE#USMS 092021					
			ACCT#CORECIVIC/TORRANCE					
01 0	118187	CORECIVIC INC.	REIMBURSEMENT FOR MEDICAL	825-70-2172	7811321	11/03/2021		372.19
	372.19		TRANSPORTATION OF USMS INMATES					
			FEB 2021 INVOICE#USMS022021-REV3					
			ACCT#CORECIVIC/TORRANCE					
11/04/2021		ADULT INMATE CARE	5 HP 20 GPM COMPLETE PUMP	411-92-2215	2311321	11/03/2021	37161	3138.67
			5 HP DELUXE CONTROL BOX	411-92-2215	/	/	37161	130.52
			H2PL35	411-92-2215	/	/	37161	907.72
			#6 HEAT SHRINK KIT	411-92-2215	/	/	37161	16.63
			GREEN TAPE (WELL USE)	411-92-2215	/	/	37161	34.00
			WELL OR WINDMILL	411-92-2215	/	/	37161	1235.00
			TAX	411-92-2215	/	/	37161	409.69
			INVOICE#1404					
1/4% FIRE EXCISE TAX		5872.23						100.55
01 0	118189	DIRECTV, LLC.	OPEN PO FOR FY2022	411-92-2271	11111321	11/03/2021	36629	100.55
	100.55		INVOICE#069212456X211024					
			ACCT#069212456 CHARGES FOR THE					
			10/23/21-11/22/21					
11/04/2021		1/4% FIRE EXCISE TAX						525.00
01 0	118190	EAST MOUNTAIN AUTO GLASS	WINDOW INSTALL ON BLADES	402-60-2201	8411321	11/03/2021	37293	525.00
	2470.00		G-1 120MTW9H00523				37293	
			G-3 120MTW9H00520				37293	
			G-9 120MCM9H00516				37293	
			TRUCK AND EQUIPMENT WINSHIELDS					
			08' CHEVY 2500 163617 G09474	402-60-2201	/	/	37293	225.00
			08' CHEVY 2500 165567 G74411	402-60-2201	/	/	37293	225.00
			08' CHEVY 2500 179308 G74410	402-60-2201	/	/	37293	225.00
			08' CHEVY 2500 163790 G97969	402-60-2201	/	/	37293	225.00
			18' DODGE 2500 282943 G04642	402-60-2201	/	/	37293	285.00
			07' C7500 CHEVY DUMP TRCK 178049	402-60-2201	/	/	37293	285.00
			95' CHEVY DUMP TRUCK 003373	402-60-2201	/	/	37293	250.00
			93' C3500 CHEVY DUMP TRCK 178049	402-60-2201	/	/	37293	225.00
			INVOICE#24450					
COUNTY ROAD DEPARTMENT		2470.00						
01 0	118191	EMW GAS ASSOCIATION	MONTHLY GAS FY2022	408-91-2209	3211321	11/03/2021	36809	104.17
	104.17		DIST 3 VFD ACCT#60-5390-000					
			OCT 21					
11/04/2021		STATE FIRE ALLOTMENT						
			MONTHLY GAS FY2022	612-20-2308	3311321	11/03/2021	36814	24.87
			EMW GAS ASSOCIATION					
01 0	118192	EMW GAS ASSOCIATION						

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	FO #	Amount
MORIARTY SENIOR CENTER	80.70							
01 0 118203	EMW GAS ASSOCIATION	402-61-2209	4511321 11/03/2021	36813			39.60	
11/04/2021								
COUNTY ROAD SHOP	39.60							
01 0 118204	EMW GAS ASSOCIATION	401-24-2209	4611321 11/03/2021	36808			65.17	
11/04/2021								
HEALTH DEPT BLDG MAINT	65.17							
01 0 118205	EMW GAS ASSOCIATION	401-53-2209	4711321 11/03/2021	36810			24.00	
11/04/2021								
COUNTY FAIR	24.00							
01 0 118206	EMW GAS ASSOCIATION	402-61-2209	4811321 11/03/2021	36813			237.20	
11/04/2021								
COUNTY ROAD SHOP	237.20							
01 0 118207	EMW GAS ASSOCIATION	418-91-2209	4911321 11/03/2021	36806			48.70	
11/04/2021								
STATE FIRE ALLOTMENT	48.70							
01 0 118208	EMW GAS ASSOCIATION	401-50-2209	5011321 11/03/2021				139.74	
11/04/2021								
COUNTY SHERIFF	139.74							
01 0 118209	ESTANCIA, TOWN OF	COUNTY ADMIN	2911321				36716	
1861.86		ROAD DEPT 1108					36716	
11/04/2021		FAIR GROUNDS 291/750					36716	
		TCPO - HEALTH DEPT 373					36716	
		INVOICE#21-NOVEMBER					36732	
		ESTANCIA SC/249					36732	
		JUDICIAL/40					36732	
		SHERIFF/NOVEMBER 2021					36732	
		ESTANCIA SC					36732	
		JUDICIAL					36732	
		SHERIFF/1380					36732	
		INVOICE21-NOVEMBER					36732	
		COUNTY ADMIN					36732	
		ROAD DEPT					36732	
		FAIR GROUNDS					36732	
		TCPO - HEALTH DEPT					36732	
		INVOICE#21-NOVEMBER ACCT#1112					36732	
COUNTY ROAD DEPARTMENT	191.78	COUNTY FAIR					947.71	
		HEALTH DEPT BLDG MAINT					98.46	

ESTANCIA SENIOR CENTER 120.59
ADMINISTRATIVE OFFICES 947.71

JUDICIAL COMPLEX MAINT 257.76

COUNTY SHERIFF 125.14

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	11/04/2021	FIRST VETERINARY SUPPLY	22G X 3/4 IN NEEDLES	401-82-2223	2111321	11/03/2021	37262	44.60
			3ML LUER LOCKING SYRINGES	401-82-2223	/	/	37262	44.15
			10-12ML LUER LOCKING SYRINGES	401-82-2223	/	/	37262	58.45
			20ML LUER LOCKING SYRINGES	401-82-2223	/	/	37262	30.62
			BOTTLES PANACUR DEWORMER	401-82-2115	/	/	37262	255.32
			INVOICE#365819/365820 ACCT#					
			GW384					
=====								
ANIMAL SERVICES		433.14						
01 0	11/04/2021	GUSTIN HARDWARE INC.	MISC. ELECTRICAL, PLUMBING,	401-15-2215	2211321	11/03/2021	36615	2.99
			INVOICE#269186 ACCT#125					
=====								
ADMINISTRATIVE OFFICES		2.99						
01 0	11/04/2021	GUSTIN HARDWARE INC.	MISCELLANEOUS PARTS TO REPAIR	401-82-2218	8211321	11/03/2021	37066	425.18
			WATER LINES AT ANIMAL SHELTER				37066	
			(SEE ATTACHED QUOTE FOR LIST)				37066	
			INVOICE#268329 ACCT#125					
=====								
ANIMAL SERVICES		425.18						
01 0	11/04/2021	INK THEORY SCREEN PRINTING	ADULT T-SHIRTS	606-35-2257	8111321	11/03/2021	37110	387.50
			YOUTH T-SHIRTS	606-35-2257	/	/	37110	87.50
			ADULT T-SHIRTS	606-35-2257	/	/	37110	43.08
			ADULT HOODIES	606-35-2257	/	/	37110	40.80
			INVOICE#3365					
=====								
DWI PROGRAM		558.88						
01 0	11/04/2021	LOBO INTERNET SERVICES LTD	DIST 3 VFD	408-91-2207	10911321	11/03/2021	36719	172.61
			DIST 4 VFD	409-91-2207	/	/	36719	135.69
			DIST 5 VFD	405-91-2207	/	/	36719	135.69
			DIST 2 VFD	406-91-2207	/	/	36719	135.69
			FIRE ADMIN	413-91-2207	/	/	36719	45.32
			INVOICE#N10926-26 ACCT#10926					
			SERVICE DATES 12/01/21-12/31/21					
=====								
STATE FIRE ALLOTMENT		625.00						
01 0	11/04/2021	LOBO INTERNET SERVICES LTD	ANIMAL SERVICES FY2022	401-82-2207	11011321	11/03/2021	36713	45.00
			INVOICE#N12084-23 ACCT#12084					
			SERVICE DATES 12/01/2021-					
			12/31/2021					
=====								
ANIMAL SERVICES		45.00						
01 0	11/04/2021	MARLIN BUSINESS BANK	SCAMPRO SCANNING SYSTEM	911-80-2284	2811321	11/03/2021	36901	252.29
			INVOICE#19384414 ACCT#1441060					
=====								
911-DISPATCH CENTER		252.29						
01 0	11/04/2021	MOUNTAINAIR, TOWN OF	WATER	401-27-2210	2511321	11/03/2021	36630	93.16
			GAS	401-27-2209	/	/	36630	93.38
			ACCT#1716MONTH OF OCTOBER 2021					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	118218	MOUNTAINAIR, TOWN OF	MONTHLY MOVIES AT THE MUSTANG	605-03-2271	5611321	11/03/2021	36785	473.06
	473.06		INVOICE#DWI-MUSTANGDRIVEING					
	11/04/2021							
DWI DISTRIBUTION GRANT 473.06								
01 0	118219	NM TEEN COURT ASSOCIATION	TEEN COURT DUES	605-03-2269	5811321	11/03/2021	37209	225.00
	275.00		TORRANCE COUNTY TEEN COURT					
	11/04/2021		MEDIA/OUTREACH FEE					
			FY2022 DUES					50.00
DWI DISTRIBUTION GRANT 275.00								
01 0	118220	NUBE GROUP	COLOR COPIES OVERAGE 10/01/2021-	401-40-2203	5511321	11/03/2021		5.11
	5.11		10/31/2021 INVOICE#IN51973					
	11/04/2021		ACCT#TC07					
COUNTY ASSESSOR 5.11								
01 0	118221	NUBE GROUP	PZ BW COPIES OVER 2000 COLOR	401-08-2203	6011321	11/03/2021		139.57
	139.57		COPIES OVER 500 INVOICE#IN51978					
	11/04/2021		ACCT#TC12					
PLANNING & ZONING 139.57								
01 0	118222	NUBE GROUP	OVERAGE FEE INVOICE#IN51972	401-50-2203	6211321	11/03/2021		115.73
	115.73		ACCT#TC03					
	11/04/2021							
COUNTY SHERIFF 115.73								
01 0	118223	NUBE GROUP	CONTRACT OVERAGE CHARGE FOR THE	401-10-2203	7611321	11/03/2021		123.18
	123.18		08/01/2021 TO 08/31/2021 B/W					
	11/04/2021		BEGIN 89522 END 94586=5064					
			COLOR BEGIN 30869 END 32559=1690					
			INVOICE#IN51977 ACCT#TC11					
COUNTY MANAGER 123.18								
01 0	118224	PRUDENTIAL OVERALL SUPPLY	JUDICIAL		6711321		36613	
	35.25		INVESTIGATIONS/EVIDENCE				36613	
	11/04/2021		FAIRGROUNDS				36613	
			COUNTY ADMIN				36613	35.25
			INVOICE#450601710 ACCT#6528480					
ADMINISTRATIVE OFFICES 35.25								
01 0	118225	REDBURN TIRE COMPANY	TIRES FOR SEMI #1	402-60-2244	7011321	11/03/2021	37304	622.78
	622.78		11R24.5				37304	
	11/04/2021		LP: G99489				37304	
			VIN: 1M1AX0Y5GM027609				37304	
			NMSWPA 90-000-19-00049AB				37304	
			INVOICE#1420024403				37304	
COUNTY ROAD DEPARTMENT 622.78								
01 0	118226	REDBURN TIRE COMPANY	BLADE TIRES	402-60-2244	7111321	11/03/2021	37289	5787.18

6191.02
11/04/2021

BLADE SERIAL # 120NTN9H00517
O-RINGS

402-60-2244

/ /

37289
37289

21.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COUNTY ROAD DEPARTMENT 6191.02								
01	0	118227	SAMBA HOLDINGS, INC.	DATA FEE Q LICENSE SUBSCRIPTION 413-91-2271	5311321	11/03/2021		218.15
		420.09		TAXES/FEES LATE STATE FEE				
		11/04/2021		08/01/2021-08/31/2021 INVOICE#				
				INV00690703 ACCT#M00004795				
				DATA FEE Q LICENSE SUBSCRIPTION 413-91-2271	5411321	11/03/2021		201.94
				TAXES/FEES 09/01/2021-09/30/2021				
				INVOICE#INV00707794 ACCT#				
				M00004795				
STATE FIRE ALLOTMENT 420.09								
01	0	118228	SENERGY PETROLEUM, LLC	FUEL CARDS INVOICE#813535	6911321	11/03/2021		7699.70
		7699.70		ACCT#TCROAD				
		11/04/2021						
COUNTY ROAD DEPARTMENT 7699.70								
01	0	118229	STAPLES BUSINESS ADVANTAGE	1500 WATT HEATER (FRONT HALLWAY 401-50-2219	6411321	11/03/2021	37243	335.93
		335.93		OF JUDICIAL), HAND SANITIZER,			37243	
		11/04/2021		MASKS, GLOVES, 1500 WATT HEATER			37243	
				(OFFICE), PUSH PINS, BULLETIN			37243	
				BOARD, PLASTIC DIVIDERS, MONTHLY			37243	
				DIVIDERS, ENVELOPES, PAPER,			37243	
				COMMUNITY & COURT SERVICES NAME			37243	
				PLATE, SEARGANT'S OFFICE NAME			37243	
				PLATE.ACCT#DAL70109685			37243	
				INVOICE#3490297815/3490297816				
COUNTY SHERIFF 335.93								
01	0	118230	STAPLES BUSINESS ADVANTAGE	CUSTOM STAMPS	7211321	11/03/2021	37212	33.60
		33.60		INVOICE#3490297813/3490297812				
		11/04/2021						
COUNTY MANAGER 33.60								
01	0	118231	STAPLES BUSINESS ADVANTAGE	BADGE REELS, ID CARD SLOT PUNCH, 401-50-2219	7311321	11/03/2021	37193	79.91
		79.91		INVOICE#3489861546/3489791474				
		11/04/2021		3489670541				
COUNTY SHERIFF 79.91								
01	0	118232	STAPLES BUSINESS ADVANTAGE	1500 WATT HEATER (FRONT HALLWAY 401-50-2219	7411321	11/03/2021	37243	1068.11
		1068.11		INVOICE#349020280/3490020281				
		11/04/2021		ACCT#DAL 70109685				
COUNTY SHERIFF 1068.11								
01	0	118233	STAPLES BUSINESS ADVANTAGE	WD PASSPORT EXTERNAL HARD DRIVE 401-07-2219	7911321	11/03/2021	37170	84.04

120.03
11/04/2021

LOGITECH MK540 KEYBOARD & MOUSE 401-07-2219
INVOICE#3488365510/3488365511

/

37170

35.99

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			ACCT#DAL70109685					
		RURAL ADDRESSING						
		120.03						
01 0	118234	VIA HOMES & DEVELOPMENT LLC	JJCC AND GC	635-68-2272	5911321	11/03/2021		2354.00
	2547.00		GROSS RECEIPTS TAX INVOICE#22	635-09-2272	/	/		193.00
	11/04/2021							
		CYFD JUVENILE JUSTICE	2354.00	WIND PILT				
			193.00					
01 0	118235	WAGNER EQUIPMENT CO.	SERVICE AND PARTS ALL GRADES	402-60-2244	8311321	11/03/2021	36971	3736.40
	3736.40		G1H00523				36971	
	11/04/2021		G2H00520				36971	
			G3H00515				36971	
			G4H00514				36971	
			G5H00518/S10W0896442 ACCT#88034				36971	
			G6H00513				36971	
			G7H00511				36971	
			G8H00517				36971	
			G9H00516				36971	
			NMSWPA				36971	
			90-000-19-00063				36971	
		COUNTY ROAD DEPARTMENT	3736.40					
01 0	118236	WARE, SIDNEY K	BOYS COUNCIL COMPLETED OCT 2021	635-68-2272	6511321	11/03/2021		2640.00
	2842.95		GROSS RECEIPTS TAX INVOICE#170	635-09-2272	/	/		202.95
	11/04/2021							
		CYFD JUVENILE JUSTICE	2640.00	WIND PILT				
			202.95					
01 0	118237	WASTE MANAGEMENT OF NM INC.	DUMPFSTER CHARGES FOR ANIMAL	401-82-2210	2411321	11/03/2021	36893	342.01
	1435.23		INVOICE#0111689-0573-2					
	11/04/2021		ACCT#9-35442-03003					
			DUMPFSTER CHARGES FOR DIST 3 VFD	408-91-2210	2611321	11/03/2021	36892	584.12
			INVOICE#0111260-0573-2 ACCT#					
			2-08123-14009					
			DUMPFSTER CHARGES FOR DISTRICT	405-91-2210	2711321	11/03/2021	36891	509.10
			INVOICE#0112117-0573-3 ACCT#					
			18-98130-33003 OCTOBER 2021					
		ANIMAL SERVICES	342.01	STATE FIRE ALLOTMENT				
			1093.22					
		1.70	508049.22	/				TOTAL

DEBITS CREDITS

** GRAND TOTAL **	508,049.22	.00
**TOTAL	97,806.22	.00
GENERAL FUND		
COUNTY COMMISSION	16,439.55	.00
TELECOMMUNICATIONS	406.65	.00
CONTRACT - KXNM COMMUNITY FOUNDA	1,250.00	.00
CONTRACT - EVEDA	6,250.00	.00
CONTRACT - EXTENSION OFFICE	5,574.50	.00
HEALTH & MEDICAL PREMIUMS-COBRA	2,958.40	.00
RURAL ADDRESSING	1,164.51	.00
TELECOMMUNICATIONS	107.78	.00
FURN/FIX/EQUIP	552.57	.00
SUPPLIES - GENERAL OFFICE	120.03	.00
CONTRACT - EQUIPMENT LEASE	384.13	.00
PLANNING & ZONING	1,782.74	.00
MAINTENANCE & REPAIRS - VEHICLES	731.00	.00
SUPPLIES - VEHICLE FUEL	138.55	.00
CONTRACTS - EQUIPMENT MAINT	139.57	.00
TELECOMMUNICATIONS	414.44	.00
PRINTING/PUBLISHING/ADVERTISING	20.90	.00
CONTRACT - EQUIPMENT LEASE	338.28	.00
COUNTY MANAGER	5,354.49	.00
SUPPLIES - VEHICLE FUEL	32.64	.00
CONTRACTS - EQUIPMENT MAINT	123.18	.00
POSTAGE	1,003.86	.00
TELECOMMUNICATIONS	695.53	.00
SUPPLIES - GENERAL OFFICE	2,193.51	.00
CONTRACT - OTHER SERVICES	556.38	.00
CONTRACT - EQUIPMENT LEASE	749.39	.00
RAID GRANT FY18	3,111.11	.00
TELECOMMUNICATIONS	109.78	.00
SUPPLIES - GENERAL OFFICE	68.66	.00
CONTRACT - OTHER SERVICES	232.67	.00
CONTRACT - PROFESSIONAL SERVICES	2,700.00	.00
ADMINISTRATIVE OFFICES MAINTENAN	3,411.38	.00
CONTRACTS - EQUIPMENT MAINT	275.09	.00
UTILITIES - NATURAL GAS/PROPANE	286.63	.00
UTILITIES - WATER	947.71	.00
MAINTENANCE & REPAIRS-BUILD/STRU	1,586.30	.00
SUPPLIES - PAPER	315.65	.00
JUDICIAL COMPLEX MAINTENANCE	2,149.02	.00
CONTRACTS - EQUIPMENT MAINT	131.18	.00
TELECOMMUNICATIONS	116.43	.00
UTILITIES - NATURAL GAS/PROPANE	260.71	.00
UTILITIES - WATER	257.76	.00
MAINTENANCE & REPAIRS-BUILD/STRU	1,382.94	.00
COUNTY CLERK	654.34	.00
COUNTY CLERK	654.34	.00
SUPPLIES - VEHICLE FUEL	47.01	.00
TELECOMMUNICATIONS	607.33	.00

**DEPT
401-21-2219

ELECTIONS
SUPPLIES - GENERAL OFFICE

1,245.46
187.80

.00
.00

		DEBITS	CREDITS
401-21-2221	PRINTING/PUBLISHING/ADVERTISING	1,057.66	
**DEPT			
401-23-2215	MOUNTAINAIR HEALTH CLINIC MAINT	670.79	
	MAINTENANCE & REPAIRS-BUILD/STRU	670.79	
**DEPT			
401-24-2209	HEALTH DEPT BLDG MAINTENANCE	622.20	
401-24-2210	UTILITIES - NATURAL GAS/PROPANE	65.17	
401-24-2215	UTILITIES - WATER	98.46	
	MAINTENANCE & REPAIRS-BUILD/STRU	458.57	
**DEPT			
401-27-2207	MOUNTAINAIR SENIOR CENTER MAINT	563.13	
401-27-2209	TELECOMMUNICATIONS	59.29	
401-27-2210	UTILITIES - NATURAL GAS/PROPANE	93.38	
401-27-2215	UTILITIES - WATER	93.16	
	MAINTENANCE & REPAIRS-BUILD/STRU	317.30	
**DEPT			
401-30-2202	COUNTY TREASURER	1,552.30	
401-30-2207	SUPPLIES - VEHICLE FUEL	175.56	
401-30-2266	TELECOMMUNICATIONS	1,017.34	
401-30-2271	EMPLOYEE TRAINING	37.50	
401-30-2284	CONTRACT - OTHER SERVICES	22.18	
	CONTRACT - EQUIPMENT LEASE	299.72	
**DEPT			
401-36-2207	ESTANCLIA SENIOR CENTER MAINT	862.28	
401-36-2209	TELECOMMUNICATIONS	261.75	
401-36-2210	UTILITIES - NATURAL GAS/PROPANE	91.85	
401-36-2215	UTILITIES - WATER	120.59	
	MAINTENANCE & REPAIRS-BUILD/STRU	388.09	
**DEPT			
401-37-2207	MORIARTY SENIOR CENTER MAINT	658.54	
401-37-2209	TELECOMMUNICATIONS	174.38	
401-37-2215	UTILITIES - NATURAL GAS/PROPANE	80.70	
	MAINTENANCE & REPAIRS-BUILD/STRU	403.46	
**DEPT			
401-40-2202	COUNTY ASSESSOR	2,002.58	
401-40-2203	SUPPLIES - VEHICLE FUEL	92.48	
401-40-2207	CONTRACTS - EQUIPMENT MAINT	5.11	
401-40-2219	TELECOMMUNICATIONS	1,266.40	
401-40-2271	SUPPLIES - GENERAL OFFICE	254.00	
401-40-2284	CONTRACT - OTHER SERVICES	22.18	
	CONTRACT - EQUIPMENT LEASE	362.41	
**DEPT			
401-49-2207	GRANT ADMINISTRATION	515.01	
401-49-2218	TELECOMMUNICATIONS	178.92	
401-49-2219	FURN/FIX/EQUIP	120.22	
	SUPPLIES - GENERAL OFFICE	215.87	
**DEPT			
401-50-2202	COUNTY SHERIFF	44,289.83	
401-50-2203	SUPPLIES - VEHICLE FUEL	11,727.84	
401-50-2207	CONTRACTS - EQUIPMENT MAINT	237.98	
401-50-2209	TELECOMMUNICATIONS	3,581.87	
401-50-2210	UTILITIES - NATURAL GAS/PROPANE	139.74	
401-50-2219	UTILITIES - WATER	125.14	
401-50-2221	SUPPLIES - GENERAL OFFICE	1,932.87	
401-50-2222	PRINTING/PUBLISHING/ADVERTISING	71.98	
401-50-2271	SUPPLIES - FIELD	40.67	
401-50-2272	CONTRACT - OTHER SERVICES	25,865.14	
401-50-2284	CONTRACT - PROFESSIONAL SERVICES	39.51	
	CONTRACT - EQUIPMENT LEASE	527.09	

**DEPT

COUNTY FAIR

427.78

.00

DEBITS CREDITS

401-53-2209	UTILITIES - NATURAL GAS/PROPANE	24.00	.00
401-53-2210	UTILITIES - WATER	120.42	.00
401-53-2215	MAINTENANCE & REPAIRS-BUILD/STRU	283.36	.00
**DEPT	FINANCE DEPARTMENT	1,633.86	.00
401-55-2205	TRAVEL - EMPLOYEES	28.22	.00
401-55-2207	TELECOMMUNICATIONS	530.91	.00
401-55-2219	SUPPLIES - GENERAL OFFICE	734.32	.00
401-55-2266	EMPLOYEE TRAINING	12.50	.00
401-55-2284	CONTRACT - EQUIPMENT LEASE	327.91	.00
**DEPT	ATTORNEY	1,089.26	.00
401-56-2207	TELECOMMUNICATIONS	173.77	.00
401-56-2215	MAINTENANCE & REPAIRS-BUILD/STRU	542.21	.00
401-56-2269	SUBSCRIPTIONS/DUES/FEES	373.28	.00
**DEPT	OPERATIONS & MAINTENANCE	5,078.77	.00
401-65-2202	SUPPLIES - VEHICLE FUEL	496.39	.00
401-65-2207	TELECOMMUNICATIONS	2,122.47	.00
401-65-2219	SUPPLIES - GENERAL OFFICE	466.00	.00
401-65-2228	SOFTWARE	412.50	.00
401-65-2236	SUPPLIES - UNIFORMS	137.66	.00
401-65-2248	SUPPLIES - SAFETY	1,443.75	.00
**DEPT	ANIMAL SERVICES	2,413.45	.00
401-82-2115	SUPPLIES - PHARMACY	255.32	.00
401-82-2202	SUPPLIES - VEHICLE FUEL	466.33	.00
401-82-2207	TELECOMMUNICATIONS	532.30	.00
401-82-2209	UTILITIES - NATURAL GAS/PROPANE	118.19	.00
401-82-2210	UTILITIES - WATER	342.01	.00
401-82-2215	MAINTENANCE & REPAIRS-BUILD/STRU	15.39	.00
401-82-2218	FURN/FIX/EQUIP	425.18	.00
401-82-2223	SUPPLIES - KENNEL	177.82	.00
401-82-2271	CONTRACT - OTHER SERVICES	80.91	.00
**DEPT	PROBATE JUDGE	113.84	.00
401-90-2207	TELECOMMUNICATIONS	113.84	.00
**TOTAL	ROAD FUND	66,042.19	.00
**DEPT	COUNTY ROAD DEPARTMENT	61,266.16	.00
402-60-2201	MAINTENANCE & REPAIRS - VEHICLES	2,470.00	.00
402-60-2202	SUPPLIES - VEHICLE FUEL	33,246.88	.00
402-60-2203	CONTRACTS - EQUIPMENT MAINT	63.49	.00
402-60-2207	TELECOMMUNICATIONS	1,312.21	.00
402-60-2210	UTILITIES - WATER	1,431.78	.00
402-60-2244	MAINTENANCE & REPAIRS-MACHINERY	15,363.57	.00
402-60-2253	MAINTENANCE & REPAIRS - ROADWAYS	7,378.23	.00
**DEPT	COUNTY ROAD SHOP	276.80	.00
402-61-2209	UTILITIES - NATURAL GAS/PROPANE	276.80	.00
**DEPT	SB PROJECT	4,499.23	.00
402-63-2407	SB-7808 (105) 18	4,499.23	.00
**TOTAL	DISTRICT 5 VFD	2,043.00	.00
**DEPT	STATE FIRE ALLOTMENT	2,043.00	.00
405-91-2202	SUPPLIES - VEHICLE FUEL	703.28	.00

405-91-2207
405-91-2209

TELECOMMUNICATIONS
UTILITIES - NATURAL GAS/PROPANE

530.56
300.06

.00
.00

405-91-2210	UTILITIES - WATER	509.10	.00
**TOTAL	DISTRICT 2 VFD	1,661.66	.00
**DEPT	STATE FIRE ALLOTMENT	1,661.66	.00
406-91-2202	SUPPLIES - VEHICLE FUEL	1,034.27	.00
406-91-2207	TELECOMMUNICATIONS	228.93	.00
406-91-2209	UTILITIES - NATURAL GAS/PROPANE	91.78	.00
406-91-2210	UTILITIES - WATER	106.68	.00
406-91-2266	EMPLOYEE TRAINING	200.00	.00
**TOTAL	DISTRICT 1 VFD	266.17	.00
**DEPT	STATE FIRE ALLOTMENT	266.17	.00
407-91-2202	SUPPLIES - VEHICLE FUEL	71.88	.00
407-91-2207	TELECOMMUNICATIONS	194.29	.00
**TOTAL	DISTRICT 3 VFD	1,498.12	.00
**DEPT	STATE FIRE ALLOTMENT	1,498.12	.00
408-91-2202	SUPPLIES - VEHICLE FUEL	335.47	.00
408-91-2207	TELECOMMUNICATIONS	212.65	.00
408-91-2209	UTILITIES - NATURAL GAS/PROPANE	165.88	.00
408-91-2210	UTILITIES - WATER	584.12	.00
408-91-2266	EMPLOYEE TRAINING	200.00	.00
**TOTAL	DISTRICT 4 VFD	188.89	.00
**DEPT	STATE FIRE ALLOTMENT	188.89	.00
409-91-2207	TELECOMMUNICATIONS	188.89	.00
**TOTAL	L.F. PROTECTION FUND	306.37	.00
**DEPT	COUNTY SHERIFF	306.37	.00
410-50-2222	SUPPLIES - FIELD	306.37	.00
**TOTAL	COUNTY FIRE PROTECTION FUND	9,846.02	.00
**DEPT	1/4% FIRE EXCISE TAX	9,846.02	.00
411-92-2201	MAINTENANCE & REPAIRS - VEHICLES	3,212.89	.00
411-92-2215	MAINTENANCE & REPAIRS-BUILD/STRU	6,074.73	.00
411-92-2271	CONTRACT - OTHER SERVICES	558.40	.00
**TOTAL	COUNTY FAIR	1,011.46	.00
**DEPT	COUNTY FAIR	1,011.46	.00
412-53-2271	CONTRACT - OTHER SERVICES	1,011.46	.00
**TOTAL	FIRE DEPARTMENT ADMIN	5,098.05	.00
**DEPT	STATE FIRE ALLOTMENT	5,098.05	.00
413-91-2202	SUPPLIES - VEHICLE FUEL	3,108.83	.00
413-91-2207	TELECOMMUNICATIONS	1,169.13	.00
413-91-2266	EMPLOYEE TRAINING	400.00	.00
413-91-2271	CONTRACT - OTHER SERVICES	420.09	.00
**TOTAL	INDIGENT FUND	600.00	.00
**DEPT	2ND 1/8 GROSS RECEIPTS TAX	600.00	.00

414-19-2294

INDIGENT BURIAL

600.00

.00

**TOTAL

DISTRICT 6 VFD

202.00

.00

DEBITS CREDITS

**DEPT	STATE FIRE ALLOTMENT	202.00	.00
418-91-2202	SUPPLIES - VEHICLE FUEL	153.30	.00
418-91-2209	UTILITIES - NATURAL GAS/PROPANE	48.70	.00
**TOTAL	EWSA CONTRACT	2,331.44	.00
**DEPT	COUNTY COMMISSION	2,331.44	.00
419-05-2292	EWSA TIPPING FEES	2,331.44	.00
**TOTAL	JAIL FUND	86,520.30	.00
**DEPT	ADULT INMATE CARE	84,907.51	.00
420-70-2172	CARE OF INMATES	84,628.46	.00
420-70-2207	TELECOMMUNICATIONS	279.05	.00
**DEPT	COMMUNITY MONITORING	278.34	.00
420-73-2202	SUPPLIES - VEHICLE FUEL	116.62	.00
420-73-2207	TELECOMMUNICATIONS	107.78	.00
420-73-2271	CONTRACT - OTHER SERVICES	53.94	.00
**DEPT	TRANSPORTATION OF PRISONERS	1,334.45	.00
420-74-2202	SUPPLIES - VEHICLE FUEL	868.25	.00
420-74-2207	TELECOMMUNICATIONS	466.20	.00
**TOTAL	SAFETY PROGRAM	3,638.16	.00
**DEPT	RISK MANAGEMENT	3,638.16	.00
600-06-2248	SUPPLIES - SAFETY	3,638.16	.00
**TOTAL	CIVIL DEFENSE FUND	1,070.28	.00
**DEPT	COMMUNICATIONS/EMS TAX	1,070.28	.00
604-83-2202	SUPPLIES - VEHICLE FUEL	159.93	.00
604-83-2207	TELECOMMUNICATIONS	247.34	.00
604-83-2248	SUPPLIES - SAFETY	663.01	.00
**TOTAL	DWI PROGRAM FUND	8,183.36	.00
**DEPT	DWI LOCAL GRANT FY20	4,830.74	.00
605-02-2207	TELECOMMUNICATIONS	45.79	.00
605-02-2218	FURN/FIX/EQUIP	219.00	.00
605-02-2219	SUPPLIES - GENERAL OFFICE	644.25	.00
605-02-2257	SUPPLIES - OUTREACH MATERIALS	164.10	.00
605-02-2272	CONTRACT - PROFESSIONAL SERVICES	3,757.60	.00
**DEPT	DWI DISTRIBUTION GRANT FY20	3,352.62	.00
605-03-2202	SUPPLIES - VEHICLE FUEL	32.01	.00
605-03-2221	PRINTING/PUBLISHING/ADVERTISING	1,503.80	.00
605-03-2269	SUBSCRIPTIONS/DUBS/FEES	275.00	.00
605-03-2271	CONTRACT - OTHER SERVICES	1,541.81	.00
**TOTAL	DWI SCHOOL	900.40	.00
**DEPT	DWI PROGRAM	900.40	.00
606-35-2257	SUPPLIES - OUTREACH MATERIALS	900.40	.00
**TOTAL	TREASURER'S FEE	3,528.29	.00

**DEPT
609-30-2218

COUNTY TREASURER
FURN/FIX/EQUIP

3,528.29
3,528.29

.00
.00

DEBITS CREDITS

**TOTAL	CLERK'S EQUIPMENT FUND	159.14	.00
**DEPT	COUNTY CLERK	159.14	.00
612-20-2203	CONTRACTS - EQUIPMENT MAINT	22.18	.00
612-20-2308	VOTING MACHINE STORAGE	136.96	.00
**TOTAL	COUNTY INFRASTRUCTURE GR	10,899.35	.00
**DEPT	INFRASTRUCTURE GROSS RECEIPTS TX	10,899.35	.00
620-94-2611	CO - BUILDINGS & IMPROVEMENTS	3,225.20	.00
620-94-2612	CO - LAND & LAND IMPROVEMENTS	4,478.96	.00
620-94-2618	CO - VEHICLES	3,195.19	.00
**TOTAL	ESPERANZA CLINIC	765.04	.00
**DEPT	ESPERANZA MEDICAL CLINIC	765.04	.00
630-87-2215	MAINTENANCE & REPAIRS-BUILD/STRU	765.04	.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	5,389.95	.00
**DEPT	WIND PILT	395.95	.00
635-09-2272	CONTRACT - PROFESSIONAL SERVICES	395.95	.00
**DEPT	CYPD JUVENILE JUSTICE GRANT FY20	4,994.00	.00
635-68-2272	CONTRACT - PROFESSIONAL SERVICES	4,994.00	.00
**TOTAL	DOMESTIC VIOLENCE GRANT	503.56	.00
**DEPT	WIND PILT	320.40	.00
690-09-2202	SUPPLIES - VEHICLE FUEL	54.77	.00
690-09-2284	CONTRACT - EQUIPMENT LEASE	265.63	.00
**DEPT	DV CONTRACT F20	183.16	.00
690-86-2207	TELECOMMUNICATIONS	183.16	.00
**TOTAL	JAG GRANT	755.11	.00
**DEPT	COUNTY SHERIFF	755.11	.00
810-50-2222	SUPPLIES - FIELD	755.11	.00
**TOTAL	IMMIGRATION & CUSTOMS ENFORCEMEN	192,156.89	.00
**DEPT	ADULT INMATE CARE	192,156.89	.00
825-70-2172	CARE OF INMATES	192,156.89	.00
**TOTAL	EMERGENCY-911 FUND	3,844.47	.00
**DEPT	911-DISPATCH CENTER	3,844.47	.00
911-80-2202	SUPPLIES - VEHICLE FUEL	40.00	.00
911-80-2207	TELECOMMUNICATIONS	915.67	.00
911-80-2209	UTILITIES - NATURAL GAS/PROPANE	101.75	.00
911-80-2215	MAINTENANCE & REPAIRS-BUILD/STRU	947.49	.00
911-80-2219	SUPPLIES - GENERAL OFFICE	361.55	.00

911-80-2236
911-80-2248

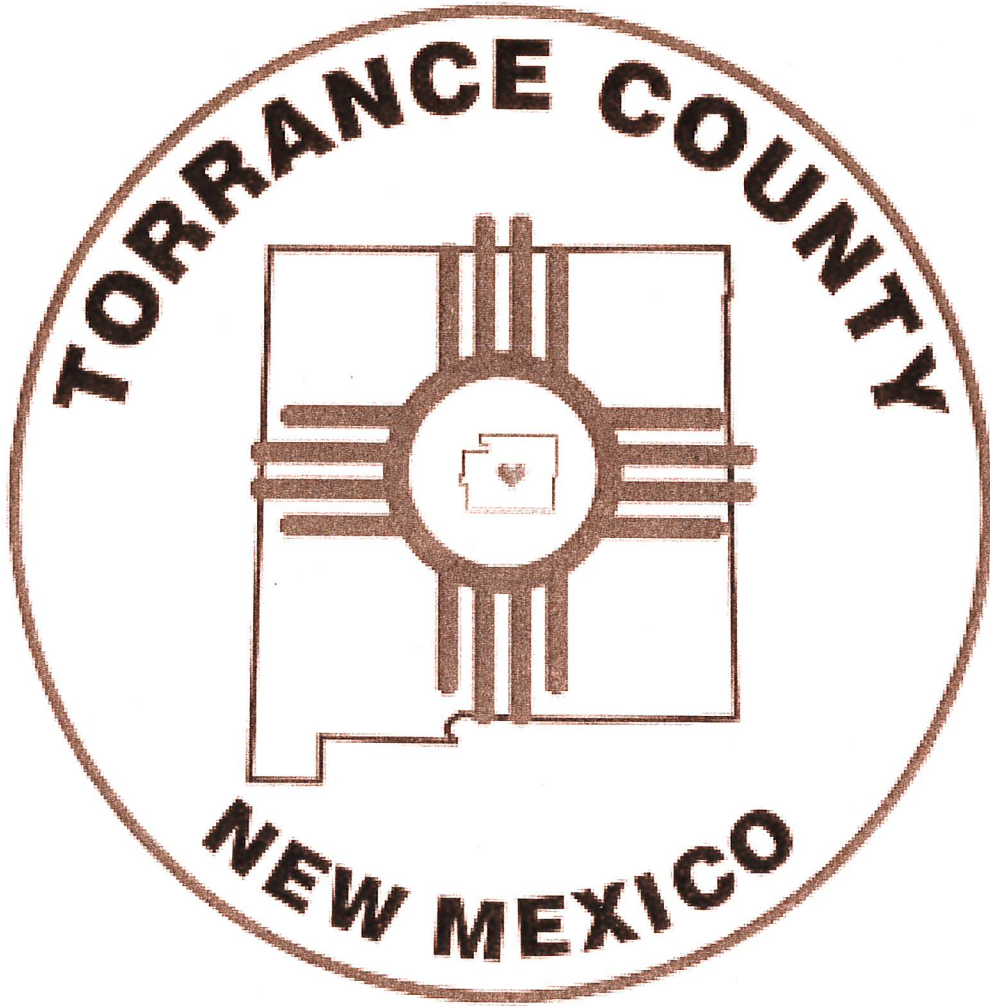
SUPPLIES - UNIFORMS
SUPPLIES - SAFETY

599.00
496.72

.00
.00

	DEBITS	CREDITS
911-80-2269	130.00	.00
911-80-2284	252.29	.00
=====		
BANK01	508,049.22	.00
** BANK TOTALS **	508,049.22	.00

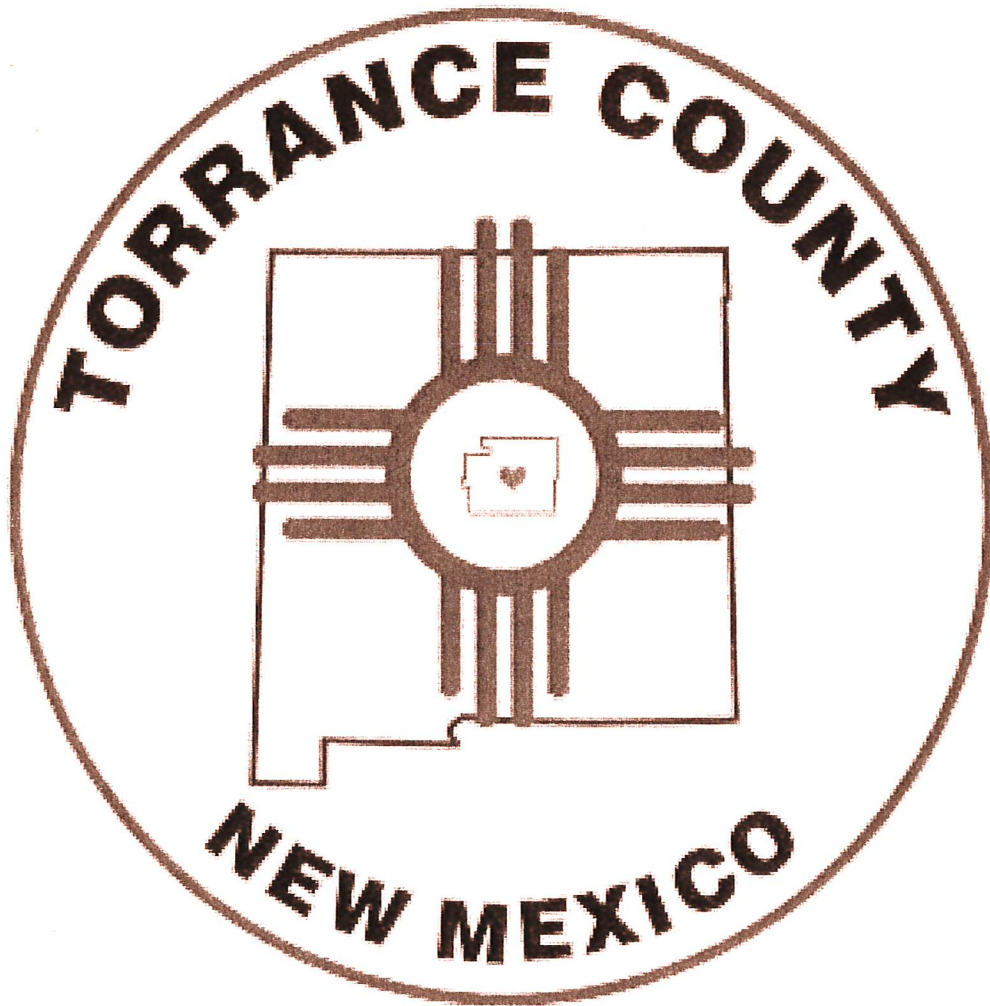
SUBSCRIPTIONS/DUES/FEES
 CONTRACT - EQUIPMENT LEASE
 US BANK
 ** BANK TOTALS **



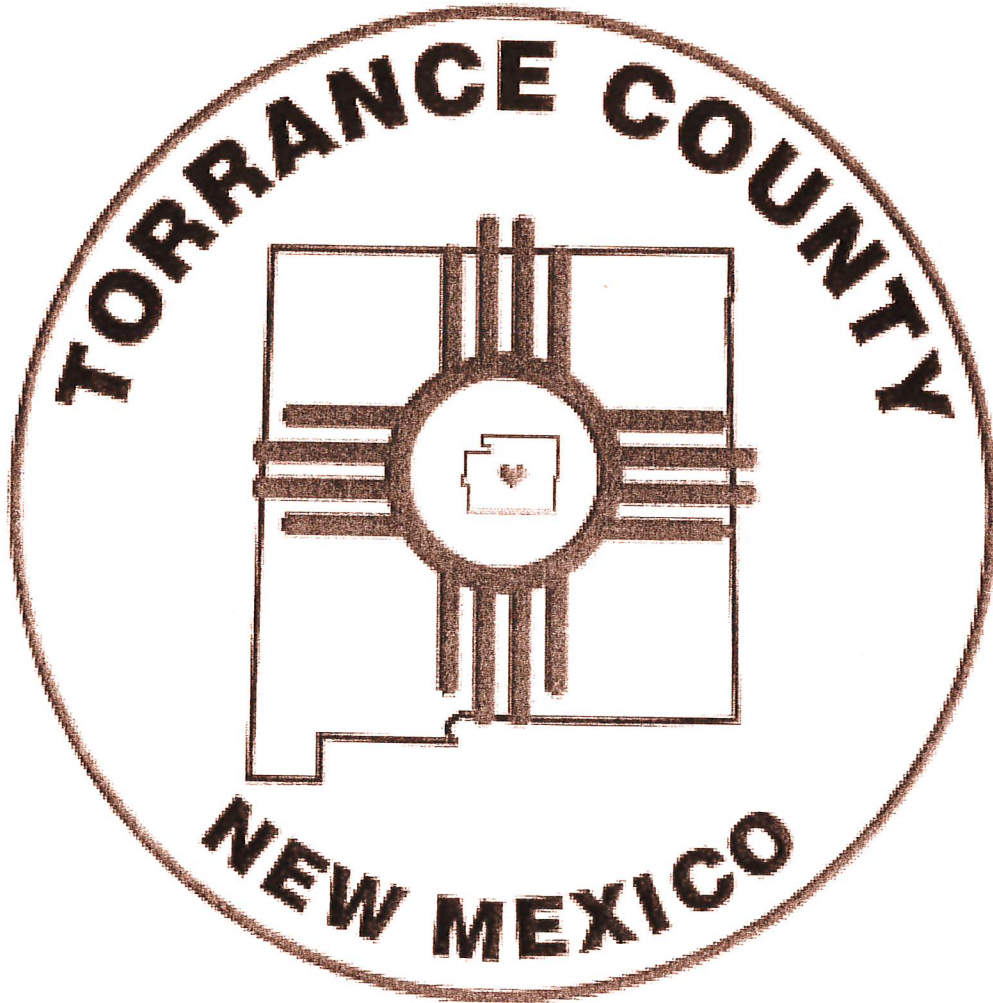
Agenda Item
No. 9-B

NEW MEXICO CORRECTIONS DEPARTMENT
Restrictive Housing Quarterly Report

Reason for Placement:	Ethnicity:	Gender:
1=Inmate threatens the secure and orderly management of the Institution and/or is a threat to others or a danger to themselves	1=Asian	1=male
2=Inmate is pending transfer to another facility	2=Black/African American	2=female
3=Inmate is under investigation for PBMP eligibility	3=Hispanic Black	3=transgender male
4=Pre Hearing Detention	4=Hispanic Native Indn	4=transgender female
5=Disciplinary Restrictive Housing	5=Hispanic White	
	6=Native American	
	7=Pacific Islander	
	8=Unknown	
	9=White	



*Agenda Item
No. 10*



*Agenda Item
No. 11-A*

TORRANCE COUNTY RESOLUTION# 2021-

Budget Increase

WHEREAS, the Torrance County Commission in regular session on Wednesday, November 10th 2021, did propose to authorize Budget Increases and Budget Transfer in the FY 2021-2022 Budget and

WHEREAS, Budget Increases and Budget Transfers require authorization from the Department of Finance and Administration, and

WHEREAS, we request authorization for the following Budget Increase: (See Schedule A-D)

NOW THEREFORE BE IT RESOLVED, we respectfully request approval for the attached Budget Increase and Budget Transfer in the FY 2021-2022 budget from the Department of Finance and Administration.

DONE at Estancia, New Mexico
Torrance County this 10th day of
November 2021 .

Attest:

Torrance County Board of Commissioners

John M. Butrick
County Attorney

Kevin McCall, District 1

Yvonne Otero
Torrance County Clerk

Ryan Schwebach, District 2

LeRoy M. Candelaria, District 3

Vote Record

Kevin McCall	yes	no	abstain	absent
Ryan Schwebach	yes	no	abstain	absent
LeRoy M. Candelaria	yes	no	abstain	absent

DFA Approval



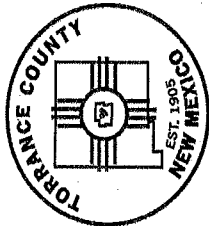
Torrance County

Resolution 2021-

Increase

Schedule A

November 11, 2021



Department		Source		From			TO			Amount
		Line Item	Description	Line Item	Description	Line Item	Description	Line Item	Description	Amount
Fire	Fire Allotment Grant	627	00	1520	TC Fire Admin Comm	627	91	2	780	TC Fire Admin Comm \$ 149,685.00
Fire	Fire Allotment Grant	627	00	1521	Willard Apparatus	627	91	2	781	Willard Apparatus \$ 300,000.00
Fire	Fire Allotment Grant	627	00	1522	Torreon Apparatus	627	91	2	782	Torreon Apparatus \$ 300,000.00
Fire	Fire Allotment Grant	627	00	1523	Duran Apparatus	627	91	2	783	Duran Apparatus \$ 300,000.00
Fire	Fire Allotment Grant	627	00	1524	D5 Apparatus	627	91	2	784	D5 Apparatus \$ 300,000.00
Fire	Fire Allotment Grant	627	00	1525	McIntosh Apparatus	627	91	2	785	McIntosh Apparatus \$ 300,000.00
Fire	Fire Allotment Grant	627	00	1526	Indian Hills Improv	627	91	2	786	Indian Hills Improv \$ 217,398.00
Fire	Fire Allotment Grant	627	00	1527	Stipends	627	91	2	313	Stipends \$ 23,223.00
Fire	Fire Allotment Grant	627	00	1527	Stipends	627	91	2	64	FICA/MEDICARE \$ 1,777.00
TOTAL										\$ 1,892,083.00

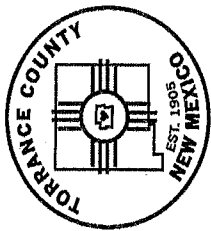
Torrance County

Resolution 2021-

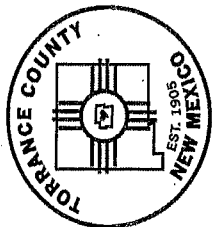
Increase

Schedule B

October 13, 2021



Department		Source		From			TO			Amount	
				Line Item	Description	Line Item	Description	Line Item	Description	Amount	Amount
Grants	JJG			635 00	Juvenile Justice Grant	635 68	Contracts- Professional services	2 272		\$ 5,985.00	\$ 1,300.00
						635 68	Training	2 266			\$ 2,000.00
Road	NMDOT			629 00	Transportation Project Riley RD	635 68	Office Supplies	2 219			\$ 2,685.00
Finance	GRT			401 00	GRT County area W/Ref	629 60	Riley Rd Project DOT	2 790		\$ 2,228,730.00	\$ 2,228,730.00
						401 05	Furn/Fix/Equipment	2 218		\$ 10,000.00	\$ 10,000.00
TOTAL										\$ 2,244,715.00	\$ 2,244,715.00

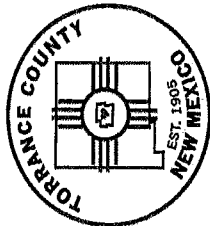


Torrance County
 Resolution 2021-
Transfer/Increase

Schedule C

October 13, 2021

Department		From			To		
Source	Line Item	Description	Amount	Line Item	Description	Amount	
General Fund	401	00 1951	Transfer Out of Fund	629 00	1 950	Transfer Into Fund	\$ 117,302.00
General Fund	401	05 2214	Worker's Compensation Premium	629 60	2 791	Riley RD Match	\$ 117,302.00
TOTAL							\$ 234,604.00



Torrance County

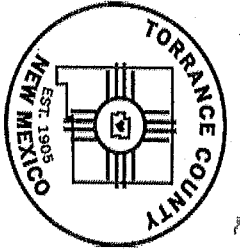
Resolution 2021-

Increase

Schedule D

October 13, 2021

Department		Source			From			TO			Amount	
		Line Item	Description	Line Item	Description	Line Item	Description	Line Item	Description	Amount	Amount	
DWI	LDWI Grant	605		00	DWI Local Grant FY 22	605		02	104	Overtime Salaries	\$ 1,000.00	
						605		02	207	Communications	\$ 300.00	
						605		02	218	Furn/Fix/Equip	\$ 9,000.00	
						605		02	219	General Supplies	\$ 3,000.00	
						605		02	221	Print/Publish/advert ise	\$ 3,500.00	
						605		02	271	Contracts-other services	\$ 3,000.00	
						605		02	272	contracts- professional services	\$ 10,487.00	
TOTAL											\$ 30,287.00	



TORRANCE COUNTY

Budget Increase Request

Requesting Department: _____

DWI PREVENTION PROGRAM

My department hereby requests that the following budget increase be made to the budget:

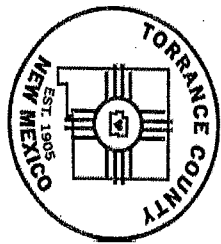
Revenue:		Expenditure:		Amount of Transfer
Line Item Number	Line Item Description	Line Item Number	Line Item Description	
605-00-1036	LDWI Grant - FY2022	605-02-2104	Overtime salaries	1000
		605-02-2207	Communications	300
		605-03-2218	Furn/Fix/Equip	9000
		605-03-2219	General Supplies	3000
		605-02-2221	Publishing/Printing	3500
		605-02-2271	Non-professional services	3000
		605-03-2272	Professional services	10487
Reason for Transfer:				
The New Mexico DWI Grant Council awarded Torrance County \$30,287 in reversion money from the FY2021 Distribution Fund. The intent is to add to the FY2022 Grant Fund.				

Dr. Tracey Master

Signature

10/27/21

Date



TORRANCE COUNTY

Budget Increase Request

REC'D FINANCE DEPT
21 OCT 6 AM 11:50

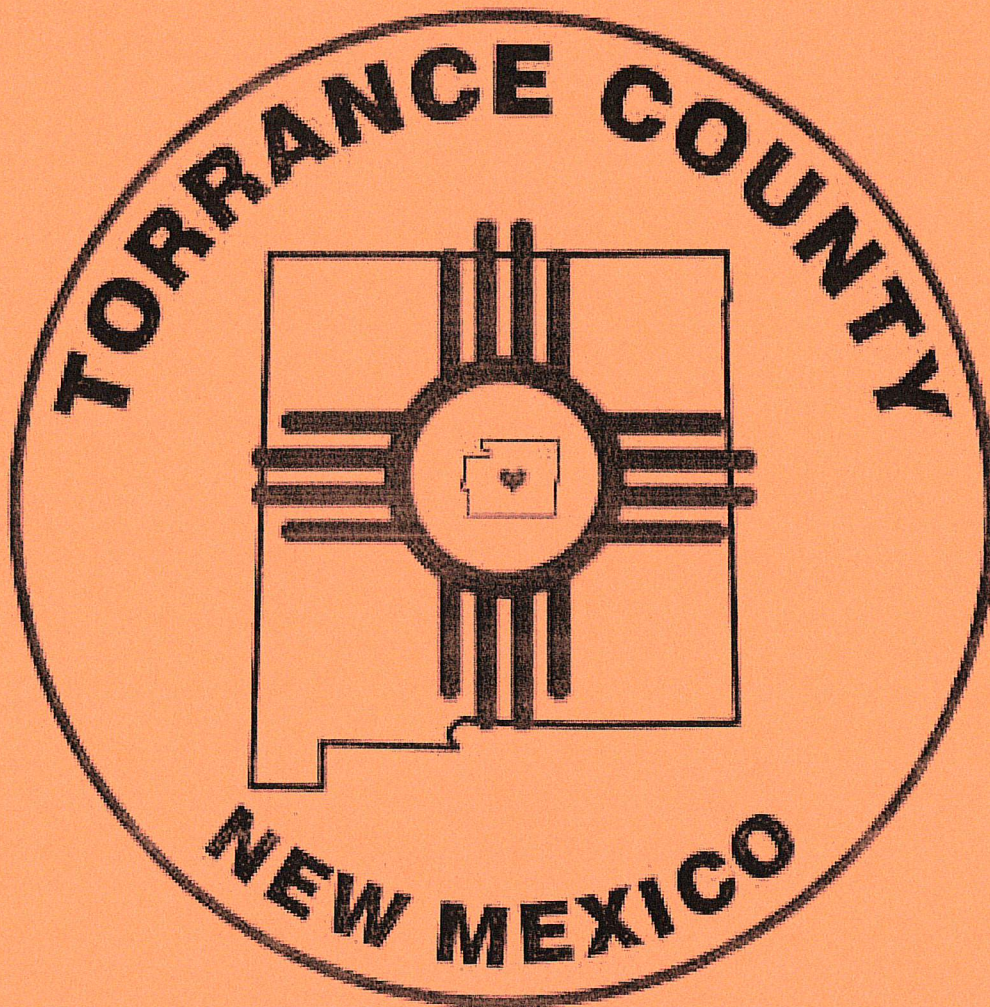
Requesting Department:

Grants

My department hereby requests that the following budget increase be made to the budget:

Revenue:		Expenditure:		Amount of Transfer
Line Item Number	Line Item Description	Line Item Number	Line Item Description	
635-00-1109	JUG	635-68-2272	Professional Services	1,300
635-00-1109	JUG	635-68- 2202 2164	Training	2,000
635-00-1109	JUG	635-68-2219	Supplies	2,685
829-00-1248	RT	829-78-2248	Safety Supplies	15,375
Reason for Transfer:				
Total Award not entered in budget.				
Allocate 5% Program Support award amount to training and supplies				

Signature Date 10/6/2021



*Agenda Item
No. 11-B*

32 **ATTEST:**

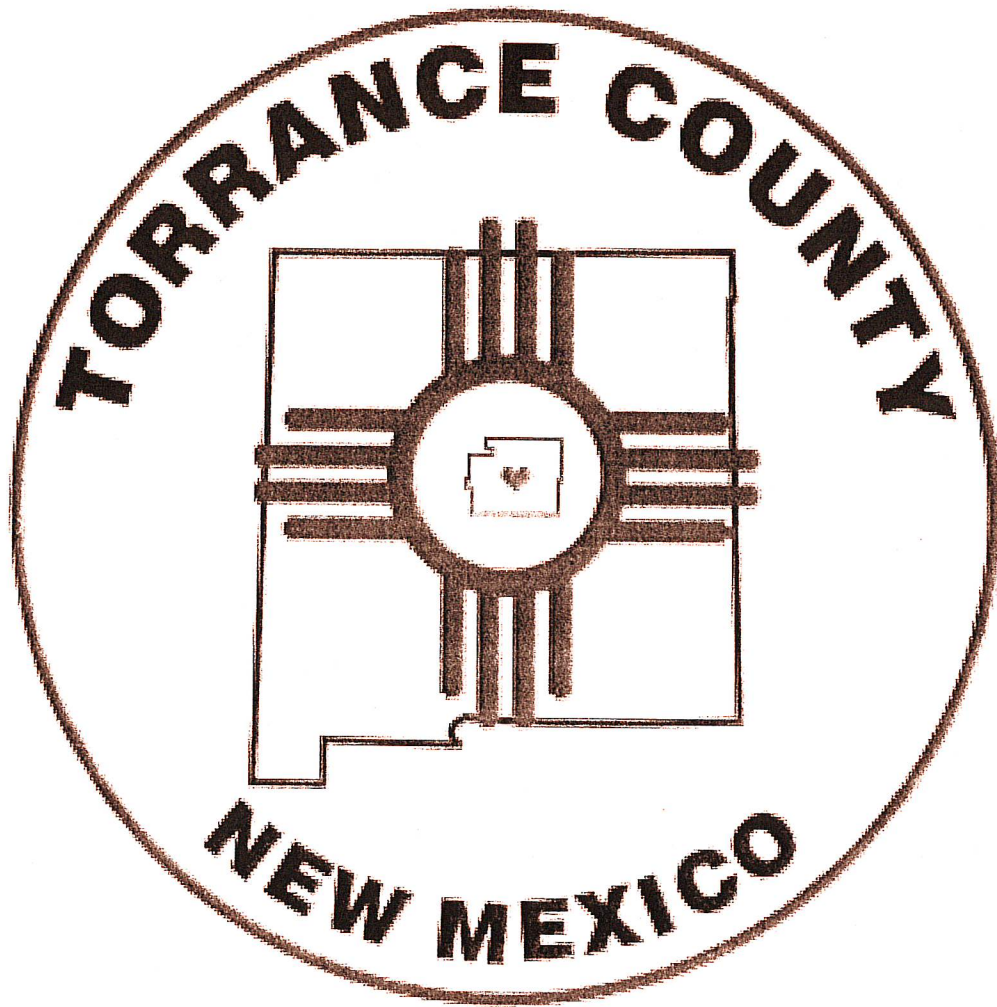
33

34 _____
Yvonne Otero, County Clerk

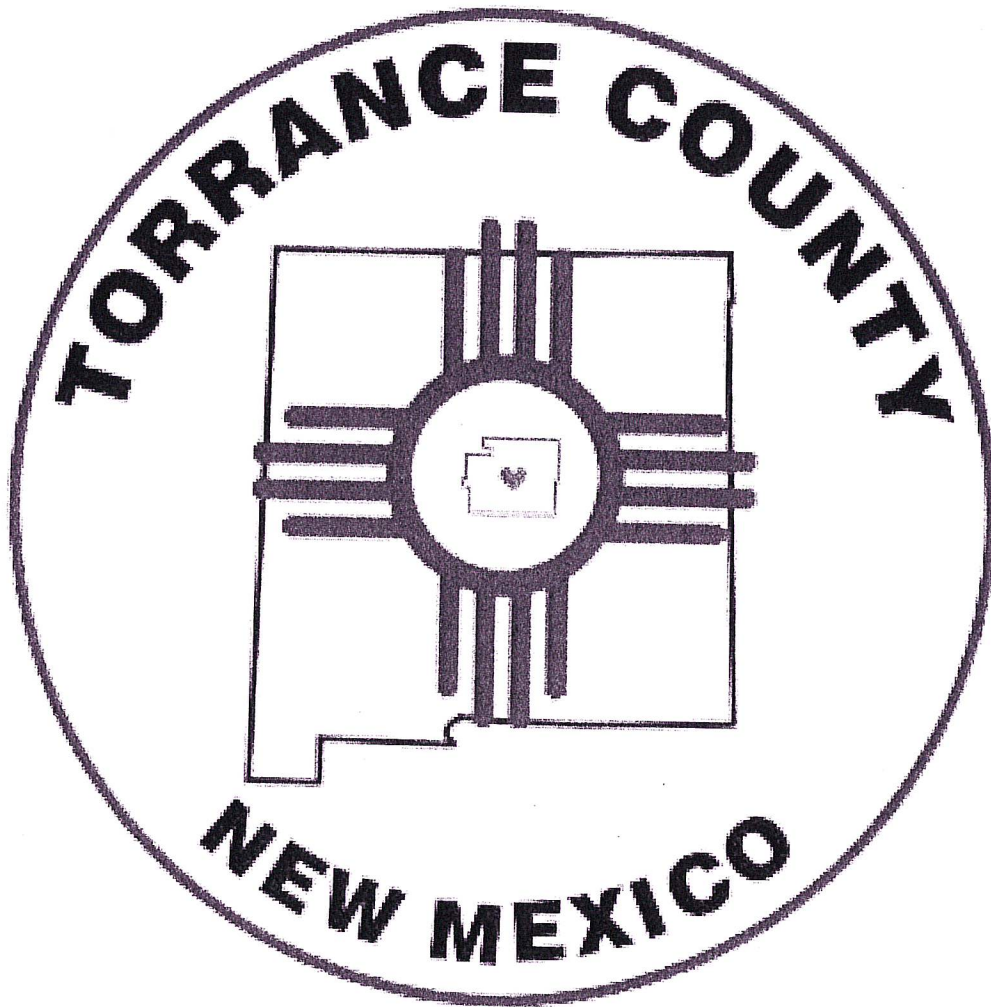
35

36 Date: _____

37



*Agenda Item
No. 11-C*



*Agenda Item
No. 11-D*



*Agenda Item
No. 12-A*



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1348132
Contract Number: USC000023723
Contract Modifier: RCHG01

Date: 10/06/2020

Company Name: TORRANCE COUNTY OFFICE
Attn:
Billing Address: PO BOX 449
City, State, Zip: MC INTOSH , NM, 87032
Customer Contact: Christine Snow
Phone: 505-384-9631

Required P.O. :
Customer # : 1012507276
Bill to Tag # :
Contract Start Date : 01-Jul-2021
Contract End Date : 30-Jun-2027
Anniversary Day : Jun 30th
Payment Cycle : ANNUALLY
PO # :

Qty	Service Name	Service Description	Extended Amt
	SSV01S01627A	ASTRO SUA II UO IMPLEMENTATION SERVICES CC	\$0.00
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	LSV01S01107A	ASTRO SYSTEM ESSENTIAL PLUS PACKAGE	\$275,620.35
	LSV01S01290A	ASTRO K CORE WINDOWS CLIENT AND CONSOLE	\$35,914.11
	SSV01S01625A	ASTRO SYSTEM UPGRADE AGREEMENT II CC	\$30,963.64
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$61,927.28
	SSV01S01629A	ASTRO SUA II FIELD IMPLEMENTATION SVC CC	\$23,198.66
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$50,721.72
	SVC01SVC1420C	LOCAL INFRASTRUCTURE REPAIR	\$30,000.00
	SVC02SVC0001C	MICROWAVE SERVICES	\$100,572.48
		Subtotal - Recurring Services	\$41,675.65
		Subtotal - One-Time Event Services	\$0.00
		Tax	\$0.0
		Total	\$41,675.65
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS: State of New Mexico Purchasing Contract #: 10-00000-20-00048AH

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1348132
Contract Number: USC000023723
Contract Modifier: RCHG01

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

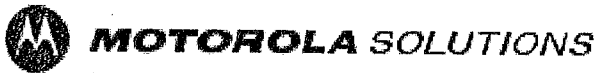
Frank Mendez

915-549-7251

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : TORRANCE COUNTY OFFICE
Contract Number : USC000023723
Contract Modifier : RCHG01
Contract Start Date : 01-Jul-2021
Contract End Date : 30-Jun-2027



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1348132
Contract Number: USC000023723
Contract Modifier: RCHG01

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
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(888) 325-9336

Quote Number : QUOTE-1348132
Contract Number: USC000023723
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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1348132
Contract Number: USC000023723
Contract Modifier: RCHG01

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1348132
Contract Number: USC000023723
Contract Modifier: RCHG01

- 17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.
- 17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.
- 17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.
- 17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.
- 17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



State of New Mexico General Services Department

Statewide Price Agreement

Awarded Vendor:
11 Awarded Vendors- See pages 6&7 for details

Email:
Telephone No.:

Price Agreement Number: 10-00000-20-00048

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See pages 6&7

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: Raelynn Lujan *RL*

Telephone No.: 505-827-0484

Email: raelynn.lujan@state.nm.us

Invoice:
As Requested

Title: Communications, Radio Equipment, Parts, Accessories and Related Services

Term: November 18, 2020 thru November 17, 2022

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Date: 11/13/2020

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

JDL

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 10-00000-20-00048

Page-2

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 10-00000-20-00048

Page-3

the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 10-00000-20-00048

Page-4

this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30)

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 10-00000-20-00048

Page-5

days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 10-00000-20-00048

Awarded Vendors:

(AA) 0000051480
Advanced Communications and Electro
2417 Baylor Drive SE
Albuquerque, NM 87106
(505) 244-3321
lhenz@advtwoway.com

Delivery: 10 days ARO, typical
Preference: Resident

(AB) 0000116813
Code 3 Service, LLC
2323 Aztec Rd NE- STE A
Albuquerque, NM 87107
(505) 407-2310
Sales@code3service.com

Delivery: 1-6 Weeks or As Requested

(AC) 0000147342
Electro-Magwave, Inc
PO Box 2182
Fairfax, VA 22031
(216) 232-0244
mike.wienke@emwaveinc.com

Delivery: UPS Surface Pre-Pay & Add-
Free Shipping for Order Total >\$1,000.

(AD) 0000135964
Enchanted Technology Solutions, LLC
P.O. Box 29374
Santa Fe, NM 87592
(505) 946-8219
jeffg@ets.us.com

Delivery: 4-6 Weeks or as requested

(AE) 0000010372
Holzberg Communications, Inc.
PO Box 322
Totowa, NJ 07511
(800) 654-9550
holzberg@juno.com

Delivery: 15 Days ARO

(AF) 0000070398
Icom America Inc
12421 Willows Road NE
Kirkland, Washington 98034
(425) 450-6090
govsales@icomamerica.com

Delivery: 30-60 days ARO
(Large quantities: 90-120 days ARO)

(AG) 0000111558
L3Harris Technologies, Inc.
PO Box 419436
Boston, MA 02241-9436
(800) 368-3277
PSPCIDIQCONTRACTS@L3Harris.com

Delivery: As Requested

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 10-00000-20-00048

Page-7

(AH) 0000013468
Motorola Solutions Inc
13096 Collections Center Dr.
Chicago, IL 60693-0000
(505) 850-8194
manny.barreras@motorolasolutions.com

Delivery: FOB
Preference: Resident

(AI) 0000086640
R.T.C., Inc.
300 E. Sunset Rd.
El Paso, TX 79922
(915) 584-6646
mercy@rtcinc.org
omar@rtcinc.org

Delivery: 1-8 weeks

(AJ) 0000137644
Southwest Customs LLC
17 HWY 82
Alamogordo, NM 88310
Office: (575) 488-1340
Cell: (650) 283-4471
collier@swcustoms.net

Delivery: As requested; at the discretion
or purchase/end user/ requisitioner

(AK) 0000046297
Specialty Corporation
PO Box 23277
Albuquerque, NM 87192
(505) 294-6100

Delivery: same day if in stock,
if not 2-8 weeks

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 10-00000-20-00048

Specifications:

Supplemental Terms and Conditions

General

This is a Statewide Price Agreement; therefore, there is no guarantee of the minimum quantities of items or services to be purchased.

Offerors submitting bids must be authorized employees of the company they represent who can fulfill all terms and conditions of the resulting Statewide Price Agreement.

Multiple Awards

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1- 154 the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to insure availability and timely delivery.

Awards will be made to meet the best interests of the State of New Mexico.

Term

The term of this agreement shall be for a two (2) year term from date of award with the option to extend every two (2) years up to a maximum of ten (10) years; by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This agreement shall not exceed ten (10) years.

Pricing in the agreement is based on a fixed percentage off the published list price. These percentages are fixed during the first two years of the agreement. Amended percentages off the published list price may be negotiated after the second year at the discretion of State Purchasing.

Agreement Performance Monitoring

Monitoring the performance of the awarded contractor is a key function to ensure that the contractor is performing all duties in accordance with the awarded Price Agreement. All performance or monitoring will be documented and shared with any local public body or State agency utilizing the Price Agreement. They will be made aware of and addressed any developing problems or concerns. Pursuant to the Procurement Code, Sections 13-1-161 and 13-1- 182 the State reserves the right to evaluate and monitor the performance of this Price Agreement.

Reporting Requirements

At the request of State Purchasing, Contractor agrees to submit reports or other documentation in accordance with the Terms and Conditions of the ITB and Statewide Price Agreement. If the Contractor fails to submit reports to NM State Purchasing Division in a timely and satisfactory manner, any such reports, documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Statewide Price Agreement.

Equipment Warranty

All items proposed by the bidder should be warranted for defects in materials and workmanship for a minimum of one (1) calendar year, or the manufacturer's standard U.S. warranty period, from the date of delivery to the purchaser. If the bidder is the manufacturer of any item proposed or sells that item under its own brand label, the warranty offered to the State of New Mexico under this procurement should be as

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 10-00000-20-00048

favorable as any warranties provided to other governmental or retail customers. The bidder should provide the authorized purchaser with any manufacturer warranty information or registration materials for items proposed or supplied as a result of this procurement.

In the event defects become evident within the manufactures warranty period, the vendor shall furnish replacement parts and materials at no additional cost to the State.

Extended Warranty

If the radio equipment is subject to an extended warranty option, it should be so noted and the price(s) of the extension(s) should be included in the Equipment and Services Schedule (ESS) Template for schedule is included in bid pricing response form.

Out of Warranty Repair Service and Parts

The bidder may agree to service and repair all equipment sold to authorized purchasers under the scope of this procurement for the term of the awarded Price Agreement.

Send-in maintenance coverage must be offered for all items sold if the vendor bids such a service. Such servicing and repairs may be performed on either a time and materials basis or maintenance agreement basis at the option of the purchaser for purchased equipment and should be provided throughout the life of the Price Agreement.

The bidder may include on their ESS a guaranteed maximum hourly rate for time and a price for parts for repair of their equipment that is beyond the standard warranty. All repair parts are to be available to the Agency if they choose to do their own repairs at the above repair parts prices.

The bidder should also agree to perform upgrades, updates, and/or modifications approved by the equipment's manufacturer on send-in time and material basis, fixed fee basis or make the materials required for the modification/upgrade available to the Agency for self-installation.

Warranty on Repairs

The bidder should guarantee all repairs, upgrades or modifications for at least 90 days from the date of repair and should perform all repairs using materials and techniques in accordance with manufacture's specifications. The bidder may decline to perform any repair, upgrade or modification not recommended or approved by the equipment's manufacturer; however, if the bidder agrees to perform such repairs, upgrades or modifications, the repair should be guaranteed for a period of at least 90 days from the date of repair.

Technical Support

All contractors should make available prompt factory level technical support of all items they offer to the Agency. This support may be by means of a telephone call and/or email to the factory or a factory representative at a "district level."

This requirement may also be met by a visit from an onsite technical representative from the manufacturer. The technical support should be available during regular business working hours Monday through Friday.

Engineering Support

All contractors may provide pricing for engineering services including but not limited to system design, traffic routing, path analysis, microwave path budgeting, frequency planning, structural analysis, feasibility studies, terrain analysis, site development, system documentation and system trouble shooting.

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 10-00000-20-00048

Page-10

Discontinued Items

During the term of this Price Agreement, should the manufacturer discontinue any of the items on the ESS, the vendor shall attempt to furnish a replacement item that is equal to or better than the discontinued item. The final price of the replacement item shall be similar to the discontinued item. The using entity reserves the right to accept the replacement item. After evaluating the replacement item, the Agency reserves the right to cancel the portion of the Price Agreement and re-bid if it is deemed in the best interest of the State of New Mexico.

Training Costs

The bidder may include on the ESS a list of all training classes, seminars, etc. that are available for the equipment offered to the Agency in the bid. The bidder should list the price of each class, the location where each is held, whether or not they are offered online, the duration of each and the maximum number of students per class. The bidder should also indicate which, if any, might be conducted at a location in New Mexico and approximate cost for a given number of students. Video presentations in DVD and internet based streaming format are recognized as viable training programs and should be included in the offerors catalog or bid if available. The video training programs must be of the same technical level as the live classroom instruction provide by the bidder.

Shipping

This is a Statewide Price Agreement; therefore it can be used by all government entities in New Mexico, allowed by law. Each using entity will have its own delivery location(s). The Contractor must verify the delivery location at the time of order.

Equipment order by Department of Information Technology will be shipped to the address below.

Public Safety Communications
State Police Complex
4491 Cerrillos Road
Santa Fe, NM 87505

Scope of Procurement:

The State of New Mexico General Services Department/State Purchasing Division, ("SPD"), is seeking fully certified resellers or manufacturers that will provide **Communications, Radio Equipment, Parts, Accessories and Related Services** to support the State's current and future communications infrastructure.

The results of this bid will establish multiple Statewide Price Agreements.

The pricing for all Communications, Radio Equipment, Parts, Accessories and Related Services must not include New Mexico Gross Receipts Tax (NMGRT). However, the services are subject to the NMGRT and are applicable to the current rate for the period, which the services are performed.

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the purchase order and invoice at current rates as a separate item to be paid by user Agency

It is preferable that the offeror maintain and guarantee accessibility to their catalog URL or direct link, for the duration of the awarded Price Agreement. It is desirable, although not required, for the awarded contractor to provide historic pricing information upon request. The awarded Contractor shall provide all quotes and invoices listing both the list price of catalog items as well as the discounted price for each item. The ability to add new Communications, Radio Equipment, Parts, Accessories and Related Services to the awarded

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 10-00000-20-00048

Contractor's URL or direct link is to the benefit of the procuring agencies, authorized purchasing entities and the Contractor. The purpose is for the State to continue to keep up with advancing technology. All Communications, Radio Equipment, Parts, Accessories and Related Services must be commercially available at the time the award is made and when additional Communications, Radio Equipment, Parts, Accessories and Related Services are added to the catalog. Any additions must fall within the original scope and intent of this ITB.

Specifications:

- A. Radio Communication Equipment
Including Receivers/Pagers; Land Mobile Radios and Accessories (to include VHF, UHF, 700 and 800 MHZ analog, digital P25 phase I and Phase II capable radios in accordance with current industry standards; Base Stations, Repeaters and Accessories (to include VHF, UHF, 700 and 800 MHZ analog, digital P25 capable stations and repeaters); Communication Control Console Systems; Portable Radios and Accessories (to include VHF, UHF, 700 and 800 MHZ analog, digital P25 phase I and Phase II capable radios); Radio Trunking Control Systems, ancillary equipment and software; Radio Communications Towers and associated equipment; Mobile Data Systems (MDS); Wireless Mobility Systems including Broadband, WiFi and LTE (to include commercial and Band 14 FirstNet compatible devices); Networking including System-wide and local Interoperability Solutions; Biometric Applications.

- B. Emergency Response Command and Control Equipment and Services
This Invitation to Bid (ITB) will establish a Statewide Price Agreement for state-of-the-art Emergency Response Command & Control Equipment and Systems that can be purchased by New Mexico's state agency or local public bodies. Actual operators of the equipment will be "first-on-the- scene" emergency incident response commanders who will need to control communications between various agencies, who will have diverse data access needs and networking interfaces, who may have the need to gather and transmit data from the scene.

- C. Mobile Command Interoperable Communication Equipment and Services
This ITB will establish a Statewide Price Agreement for systems and equipment for voice, data and video communication interoperable for mobile command systems. Access to wide area network may be via optional satellite, optional wireless (WiFi) optional video network interfacing, optional networking (including public or private LTE systems) and gateway interfaces. The capabilities provided by these systems will establish interoperability between the incident scene, the Integrated Emergency Operations Center (IEOC) and other Incident command Systems (ICS) as applicable.

- D. Implementation Services
This category was added to describe the types of services the Bidder may choose to offer in order to integrate and implement the various products offered in Categories A, B and C above, into complete systems or subsystems. These services shall in no way diminish or render void any installation, warranties, training or other related services that are a part of the products and services offered by the Bidder in the other categories. These services may include support to system design, installation integration, system or component optimization, testing, training, obtaining certifications...etc. Bidders may bid integration or implementation services for products from any or all of the Categories. It is preferable that bidders bid integration services for all products for which the bidder is submitting a bid.

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 10-00000-20-00048

New Mexico Administrative Reporting and Fees: All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of **one percent (1.00 %)** for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. **“Gross total sales”** means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

Quarter:	Period End:	Report Due:
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Even if Contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the “State Purchasing Division”. This Price Agreement number 10-00000-20-00048 must be included on all payments and Quarterly Sales Reports.

Remit Checks to: State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

Sample Reports can be found at:
<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

Method of Award:

The New Mexico State Purchasing Division will establish a Statewide Price Agreement for **Communications, Radio Equipment, Parts, Accessories and Related Services.**

It may be impossible to list all the specific components that may be required for **Communications, Radio Equipment, Parts, Accessories and Related Services**; therefore, equipment, parts, accessories and related services may be listed in an equipment catalog or equipment and Services Schedule using an updated and working URL Link.

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 10-00000-20-00048

Vendors are encouraged to update their equipment offered with the latest technologies applicable to the Price Agreement. The same discounts will apply to any equipment added to the price agreement.

The State of New Mexico reserves the right to obtain bids from any and all successful bidders for **Communications, Radio Equipment, Parts, Accessories and Related Services** and award the bid to a contractor or multiple contractors based on price, percentage discounts, schedule and the ability to perform satisfactorily. Awards will be made to meet the best interests of the State of New Mexico.

- I. The Bidders expecting to sell **Communications, Radio Equipment, Parts, Accessories and Related Services** by a specific manufacturer, as a result of this procurement must submit a minimum percentage **(%) discount off MSRP** for that particular manufacturer type. If no discount is being offered (but you can provide the type) for a specific product then the discount must be listed as 0%.
 1. The Bidders must provide at least one (1) or more Manufacturer Type(s)
 2. Product Category
 3. Account Product Code (APC)
 4. Item
 5. Short Description
 6. MSRP Percentage (%) Discount

*Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

- II. **Implementation Services, Maintenance & Support:** At a minimum, the Bidder may provide a fixed hourly or fixed daily rate for the following services, if the bidder offers these services:
 1. System Technician or Technologist
 2. Standard Shop Installation
 3. Mobile Radio Installation
 4. Radio Programming
 5. Training
 6. Post-Warranty Maintenance
 7. Support Services – Implementation
 8. Support Services – Post Implementation
 9. Project Management Services

In cases where post warranty, maintenance, and support services are quoted based on an annual, system-level pricing, the vendor shall indicate "system" and provide such pricing in the individual bids.

- III. The bidder must provide a working URL Link to their catalog(s) if the bidder maintains such a catalog.
- IV. The Bidders must be a fully certified reseller or manufacturer for the Communications, Radio Equipment, Parts, Accessories and Related Services proposed for this bid.

***** End of Specifications *****

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 10-00000-20-00048

Page-14

Items Awarded:
Listed in pages below

II. Implementation Services: Software Integration, Hardware Installation and Training

No.	Service	Vendor (AA)		Vendor (AB)		Vendor (AC)		Vendor (AD)		Vendor (AE)	
		MSRP % Discount	\$ Rate (indicated Hourly)	MSRP % Discount	\$ Rate (indicated Hourly)	MSRP % Discount	\$ Rate (indicate Hourly or Daily)	MSRP % Discount	\$ Rate (indicated Hourly)	MSRP % Discount	\$ Rate (indicate Hourly or Daily)
1	System Technician Technologist	0%	\$125.00	0%	\$125.00	No Bid	No Bid	0%	\$175.00	No Bid	No Bid
2	Standard Shop Installation	0%	\$95.00	0%	\$95.00	No Bid	No Bid	0%	\$125.00	No Bid	No Bid
3	Mobile Radio Installation	0%	\$105.00	0%	\$95.00	No Bid	No Bid	0%	\$150.00	No Bid	No Bid
4	Radio Programming	0%	\$95.00	0%	\$55.00	No Bid	No Bid	0%	\$100.00	No Bid	No Bid
5	Training	0%	\$125.00	0%	\$125.00	No Bid	No Bid	0%	\$200.00	No Bid	No Bid
6	Post-Warranty Maintenance	0%	\$105.00	0%	\$125.00	No Bid	No Bid	0%	\$200.00	No Bid	No Bid
7	Support Services – Implementation	0%	\$105.00	0%	\$125.00	No Bid	No Bid	0%	\$200.00	No Bid	No Bid
8	Support Services – Post Implementation	0%	\$105.00	0%	\$125.00	No Bid	No Bid	0%	\$200.00	No Bid	No Bid
9	Project Management Services	0%	\$125.00	0%	\$175.00	No Bid	No Bid	0%	\$150.00	No Bid	No Bid

Additional Items by Vendors:		Vendor (AB)		Vendor (AD)	
		MSRP % Discount	\$ Rate (indicate Hourly or Daily)	MSRP % Discount	\$ Rate (indicate Hourly or Daily)
10	Design Engineering	0%	\$250.00	0%	\$250.00
11	Senior System Engineer	0%	\$300.00	0%	\$300.00
12	Consulting	0%	\$200.00	0%	\$200.00
13	Staging	0%	\$500.00	0%	\$200.00
14	Travel Per-diem	0%	\$150.00	0%	\$200.00
15	Travel Mileage	0%	\$0.55	0%	\$100.00

Vendor (AF)		Vendor (AG)		Vendor (AH)		Vendor (AI)		Vendor (AJ)		Vendor (AK)	
MSRP % Discount	\$ Rate (indicate Hourly or Daily)	MSRP % Discount	\$ Rate (indicate Hourly or Daily)	MSRP % Discount	\$ Rate (indicate Hourly or Daily)	MSRP % Discount	\$ Rate (indicated Hourly)	MSRP % Discount	\$ Rate (Indicate Hourly or Daily)	MSRP % Discount	\$ Rate (indicate Hourly or Daily)
30%	See Appendix ___	0%	Refer to cataloge	0%	\$1,805.00 Daily Rate	0%	\$95.00	n/a	\$75.00	0%	\$85.00
30%	See Appendix ___	0%	Refer to cataloge	0%	\$150.00 Per hour	0%	\$95.00	n/a	\$75.00	0%	\$170.00
30%	See Appendix ___	0%	Refer to cataloge	0%	\$180.00-\$500.00 Per hour	0%	\$95.00	n/a	\$75.00	0%	\$170.00
30%	See Appendix ___	0%	Refer to cataloge	0%	\$55.00-\$125.00 per hour	0%	\$95.00	100% w/purchase	\$75.00	0%	\$30.00
30%	See Appendix ___	0%	Refer to cataloge	0%	System	0%	\$95.00	100% w/purchase	\$75.00	0%	\$85.00
30%	See Appendix ___	0%	Refer to cataloge	0%	System	0%	\$95.00	100% w/purchase	\$75.00	0%	\$85.00
30%	See Appendix ___	0%	Refer to cataloge	0%	System	0%	\$95.00	100% w/purchase	\$75.00	0%	\$85.00
30%	See Appendix ___	0%	Refer to cataloge	0%	System	0%	\$95.00	n/a	\$75.00	0%	\$85.00
No Bid	See Appendix ___	0%	Refer to cataloge	0%	System	0%	\$95.00	n/a	\$75.00	0%	\$85.00

Vendor (AF)		MSRP % Discount	\$ Rate (indicate Hourly or Daily)
Additional Items by Vendors:			
10	Extended Warranty Options (as per specifications instructinos)	30%	See Appendix ___

III. Provide URL Link or Links to Communications, Radio Equipment, Parts, Accessories and Related Services Price Catalogs:

Vendor	Links
Vendor (AA)	See Appendix _
Vendor (AB)	www.code3services.com/catalogs.html Sales@code3services.com
Vendor (AC)	mike.wieke@emwaveinc.com www.emwaveinc.com www.nearson.com sales@emwaveinc.com
Vendor (AD)	
jeffg@ets.us.com Vendor (AE)	No Bid
Vendor (AF)	http://www.icomamerica.com/clientproposal
Vendor (AG)	https://premier.pspc.harris.com/infocenter/ https://www.harris.com/solution/pspc-technical-training
(AH)	http://www.motorolasolutions.com/en_xu/product-catalog-search.html
Vendor (AI)	URL Links not available. Price Catalogs are available upon request.
Vendor (AJ)	https://www.dropbox.com/s/q15ochcos5cx6zo/BK%20June%202020%20Retail%20Price%20List.pdf?dl=0
Vendor (AK)	No Bid

ITB Statewide Price Agreement #: 10-00000-20-00048

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

*Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

- A. Radio Communication Equipment
- B. Emergency Response Command and Control Equipment and Services
- C. Mobile Command Interoperable Communication Equipment and Services
- D. Implementation Services

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount:
1	Microsemi	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
2	9dot NEW	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
3	Access Technologies	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
4	ACTi	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
5	Adtran	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
6	Advanced Communications	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	3%
7	Advanced Tower Services	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
8	Advantec/ACT	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
9	Airspan	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
10	AirSpan Networks	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
11	Alber	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
12	AlertSense	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
13	Alvarion	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
14	Alvarion	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
15	Amphenol	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
16	Andrew	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
17	Andrew Commscope	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
18	Anritsu	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
19	Aranet	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
20	Asentria	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
21	Asset Management	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
22	Astron	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
23	Aviat	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
24	Axell Wireless	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
25	Axis Communications	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
26	Balcells	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
27	BDA Bi Directional Amp	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
28	Bendix King / Relm	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	8%

Vendor (AA)

29	Bird	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
30	Brickcom	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
31	BridgeWave Communications	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
32	Broken Arrow Electric	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
33	Brother	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
34	CalAmp	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
35	Cambium Networks	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
36	CBNL	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
37	Cel-Fi by Nextivity	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
38	Cellular Specialties	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
39	Ceragon	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
40	Cisco Systems	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
41	Citel	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
42	Cobham	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
43	Codan Communications	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
44	Code 3	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
45	CommScope	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
46	Crane Services of NM	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
47	DAS Distributed Antenna Ssystems	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
48	David Clark	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
49	DDB Unlimited	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
50	Dell	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
51	DigiKey	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
52	Dragonwave	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
53	DuraComm	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
54	DVL	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
55	EF Johnson	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	8%
56	EMR Corp.	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
57	EnviroBuilding	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
58	Ericsson	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
59	Exalt Communications	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
60	Extralink	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
61	Extreme	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
62	Extreme Networks	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
63	Extricom	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
64	FCC	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
65	Federal Signal	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
66	Fiplex Communications	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
67	FireCom	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
68	Firetide	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%

69	Fontech	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
70	Freedom	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
71	FreeWave	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
72	G Wave	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
73	Gaionics	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
74	Gamber Johnson	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
75	Gamma Electronics	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
76	Garmin	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
77	Generac	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
78	General Dynamics	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
79	General Electric	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
80	Generators and UPS	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
81	GeoTechnical	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
82	Getac	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
83	grounding	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
84	G-Wave	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
85	Havis	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
86	HVAC	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
87	ICOM	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
88	ICT	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
89	Installation	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
90	Integra Enclosures	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
91	Interference	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
92	Iridium	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
93	Itelite	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
94	ITS	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
95	JPS	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
96	Juniper Networks	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
97	Kenwood EF Johnson	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	15%
98	KP Performance Antennas NEW	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
99	L3 Mobile Vision	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
100	L3Harris	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	15%
101	Laird	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
102	LTE	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
103	MARS Antennas	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
104	Maxrad / PC Tel	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
105	MCM Technology	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
106	Megger	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
107	Mercury Networks	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
108	Microwave Networks	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%

109	Midland	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
110	MikroTik	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
111	Mimosa	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
112	Mobile Mark	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
113	Mor-Co	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
114	Motorola Solutions, Inc.	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	12%
115	MP Antenna	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
116	MTI Wireless Edge	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
117	NEC	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	3%
118	netElastic Systems NEW	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
119	NetworkFleet	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
120	NEWMAR	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
121	Nokia	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
122	Nomadix	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
123	Novi Security	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
124	On Site Repair	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
125	Otto	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
126	Paessler	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
127	Panasonic	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
128	PC Tel	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
129	PCTEL	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
130	Pepro	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
131	Polyphaser	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
132	Power Products	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
133	Preventative Maintenance	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
134	Primus	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
135	PRO Tower	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
136	Programming	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
137	Project Management	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
138	Proxim	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
139	Pulse Larsen	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
140	Pyramid	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
141	Radio Rental Services	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
142	Radio Waves Inc	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
143	Radiowaves	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
144	Radwin	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
145	Raetheon	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
146	Redline Communications	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
147	RFS	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
148	Ridgeline Engineering	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%

149	Rohn	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
150	Ruckus	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
151	Sabre	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
152	Samsung	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
153	Santa Cruz	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
154	Service Maintenance	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
155	Setcom	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
156	shelter	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
157	SIAE MICROELETTRONICA	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
158	Siklu	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
159	Sinclair	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
160	Site Pro Valmont	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
161	Site Survey	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
162	SkyPilot by Trilliant	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
163	SmartPTT	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
164	SOLID	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
165	Solis Energy	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
166	SPINNER Group	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
167	Sti-Co	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
168	Tait	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
169	Talley	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
170	Teldio	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
171	Telewave	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
172	Telex	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
173	Tessco	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
174	ThermoBond	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
175	Times Microwave	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
176	Tower Analysis	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
177	Tower Inspection	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
178	Tower Shelter	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
179	Towers	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	0%
180	Transtector	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
181	TruckVault	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
182	Trylon	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
183	TX/RX	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
184	Tycon Systems NEW	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
185	Ubiquiti	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
186	Video Solutions	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
187	Videotec	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
188	Vumii	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%

Vendor (AA)

189	WaveIP	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
190	Westell	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
191	Whelen	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
192	Wilson Electronics	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
193	Wincomm	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
194	WinnCloud	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
195	Winncom Technologies	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
196	Xirrus by Cambium	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	2%
197	Zetron	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	5%
198	Tariff Charges from Vendor	ABCD	Not Applicable	wireless, radios, parts, service	wireless, radios, parts, service	passthrough - no

Vendor (AA)

State of New Mexico
 General Services Department
 Purchasing Division
 ITB Statewide Price Agreement #: 10-00000-20-00048
 Page-17

III. Provide URL Link or Links to Communications, Radio Equipment, Parts, Accessories and Related Services Price Catalogs:

No.	Manufacturer	URL Link
1	Microsemi	www.winncom.com
2	9dot NEW	www.winncom.com
3	Access Technologies	www.atism.com
4	ACTI	www.winncom.com
5	Adtran	https://www.adtran.com/
6	Advanced Communications	https://www.advtwoway.com/
7	Advanced Tower Services	https://www.advtower.com
8	Advancetec/ACT	https://advancetec.com/
9	Airspan	www.winncom.com
10	AirSpan Networks	www.airspan.com
11	Alber	https://alpinepowersystems.com/
12	AlertSense	https://www.konexus.com/alertsense/
13	Alvarion	http://www.alvarion.com/
14	Alvarion	www.winncom.com
15	Amphenol	https://www.amphenol.com/
16	Andrew	www.winncom.com
17	Andrew Commscope	https://www.commscope.com/
18	Anritsu	https://www.anritsu.com/en-us/
19	Aranet	www.winncom.com
20	Asentria	https://www.asentria.com/
21	Asset Management	www.advtwoway.com
22	Astron	https://www.astroncorp.com/
23	Aviat	https://aviatnetworks.com/
24	Axell Wireless	www.axellwireless.com
25	Axis Communications	www.winncom.com
26	Baicells	www.winncom.com
27	BDA Bi Directional Amp	www.advtwoway.com
28	Bendix King / Reim	https://www.bendixking.com/
29	Bird	https://birdrf.com/
30	Brickcom	www.winncom.com
31	BridgeWave Communications	www.winncom.com

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Vendor (AA)

PG 2

32	Broken Arrow Electric	no website
33	Brother	https://www.brother-usa.com/
34	CalAmp	https://www.calamp.com/
35	Cambium Networks	https://www.cambiumnetworks.com/
36	CBNL	www.winncom.com
37	Cel-Fi by Nextivity	www.winncom.com
38	Cellular Specialties	https://www.westell.com/
39	Ceragon	https://www.ceragon.com/
40	Cisco Systems	www.winncom.com
41	Citel	www.winncom.com
42	Cobham	https://cobhamwireless.com/
43	Codan Communications	https://codancomms.com/
44	Code 3	https://www.code3esg.com/
45	CommScope	https://www.commscope.com/
46	Crane Services of NM	www.craneserviceinc.com
47	DAS Distributed Antenna Ssystems	www.advtwoway.com
48	David Clark	https://www.davidclarkcompany.com/
49	DDB Unlimited	www.winncom.com
50	Dell	www.dell.com
51	DigiKey	www.digikey.com
52	Dragonwave	https://www.dragonwavex.com/
53	DuraComm	www.winncom.com
54	DVL	www.dvlnet.com
55	EF Johnson	www.efjohnson.com
56	EMR Corp.	http://www.emrcorp.com/
57	EnviroBuilding	www.envirobuildings.com
58	Ericsson	www.winncom.com
59	Exalt Communications	www.winncom.com
60	Extralink	www.winncom.com
61	Extreme	https://www.extremenetworks.com/
62	Extreme Networks	www.winncom.com
63	Extricom	www.winncom.com
64	FCC	www.advtwoway.com
65	Federal Signal	https://www.fedsig.com/
66	Fiplex Communications	www.winncom.com
67	FireCom	https://www.firecom.com/
68	Firetide	www.winncom.com
69	Fontech	www.winncom.com
70	Freedom	http://freedomcte.com
71	FreeWave	www.winncom.com

Vendor (AA)

72	G Wave	https://qwaverf.com/
73	Galtronics	https://www.hubbell.com/gal-tronics
74	Gamber Johnson	https://www.gamberjohnson.com/
75	Gamma Electronics	www.winncom.com
76	Garmin	www.garmin.com
77	Generac	www.generac.com
78	General Dynamics	https://www.gd.com/
79	General Electric	www.ge.com
80	Generators and UPS	no website
81	GeoTechnical	www.advtwoway.com
82	Getac	https://www.getac.com/
83	grounding	no website
84	G-Wave	https://qwaverf.com/
85	Havis	https://www.havis.com/
86	HVAC	www.advtwoway.com
87	ICOM	http://www.icomamerica.com
88	ICT	www.winncom.com
89	Installation	www.advtwoway.com
90	Integra Enclosures	www.winncom.com
91	Interference	www.advtwoway.com
92	Iridium	https://www.iridium.com/
93	Itelite	www.winncom.com
94	ITS	http://www.itstowers.com/
95	JPS	https://www.jpsinterop.com/
96	Juniper Networks	https://www.juniper.net/us/en/
97	Kenwood EF Johnson	https://www.kenwood.com/usa/com
98	KP Performance Antennas NEW	www.winncom.com
99	L3 Mobile Vision	https://www.mobile-vision.com/
100	L3Harris	https://www.l3harris.com/
101	Laird	https://www.lairdtech.com/
102	LTE	www.advtwoway.com
103	MARS Antennas	www.winncom.com
104	Maxrad / PC Tel	https://www.pctel.com/
105	MCM Technology	www.mcmtechnology.com
106	Megger	https://megger.com/
107	Mercury Networks	www.winncom.com
108	Microwave Networks	https://www.microwavenetworks.com/
109	Midland	https://midlandusa.com/
110	MikroTik	www.winncom.com
111	Mimosa	www.winncom.com

Vendor (AA)

112	Mobile Mark	https://www.mobilemark.com/
113	Mor-Co	https://www.morcobattery.com/
114	Motorola Solutions, Inc.	https://www.motorolasolutions.com
115	MP Antenna	www.winncom.com
116	MTI Wireless Edge	www.winncom.com
117	NEC	www.nec.com
118	netElastic Systems NEW	www.winncom.com
119	NetworkFleet	https://www.networkfleet.com
120	NEWMAR	https://www.newmarpower.com/
121	Nokia	https://www.nokia.com/
122	Nomadix	www.winncom.com
123	Novi Security	www.winncom.com
124	On Site Repair	www.advtwoway.com
125	Otto	https://www.ottoexcellence.com/
126	Paessler	www.winncom.com
127	Panasonic	https://na.panasonic.com/
128	PC Tel	https://www.pctel.com/
129	PCTEL	www.winncom.com
130	Pepro	www.advtwoway.com
131	Polyphaser	https://www.polyphaser.com/
132	Power Products	https://www.powerproducts.com/
133	Preventative Maintenance	www.advtwoway.com
134	Primus	https://www.primuselectronics.com/
135	PRO Tower	www.protowermfg.com
136	Programming	www.advtwoway.com
137	Project Management	www.advtwoway.com
138	Proxim	https://www.proxim.com/
139	Pulse Larsen	https://www.pulseelectronics.com/
140	Pyramid	http://www.pyramidcomm.com/
141	Radio Rental Services	www.advtwoway.com
142	Radio Waves Inc	www.winncom.com
143	Radiowaves	https://www.radiowaves.com/
144	Radwin	https://www.radwin.com/
145	Raetheon	https://www.raytheon.com/
146	Redline Communications	www.winncom.com
147	RFS	https://www.rfsworld.com/
148	Rldgeline Engineering	www.rdgline.com
149	Rohn	https://www.rohnet.com/
150	Ruckus	https://www.ruckussecurity.com/
151	Sabre	www.sabreindustries.com

152	Samsung	www.winncom.com
153	Santa Cruz	https://santacruzgunlocks.com/
154	Service Maintenance	www.advtwoway.com
155	Setcom	https://setcomcorp.com/
156	shelter	no website
157	SIAE MICROELETTRONICA	www.winncom.com
158	Siklu	www.winncom.com
159	Sinclair	http://www.sinclairtechnologies.com/
160	Site Pro Valmont	www.valmontstructures.com
161	Site Survey	www.advtwoway.com
162	SkyPilot by Trilliant	www.winncom.com
163	SmartPTT	https://smartptt.com/
164	SOLID	www.winncom.com
165	Solis Energy	www.winncom.com
166	SPINNER Group	www.winncom.com
167	Sti-Co	https://sti-co.com/
168	Tait	www.taitradio.com
169	Talley	https://www.talleycom.com/
170	Teldio	https://www.teldio.com/
171	Telewave	https://www.telewave.com/
172	Telex	https://telex.com/
173	Tessco	https://www.tessco.com/
174	ThermoBond	www.thermobond.com
175	Times Microwave	https://www.timesmicrowave.com/
176	Tower Analysis	www.advtwoway.com
177	Tower Inspection	www.advtwoway.com
178	Tower Shelter	www.advtwoway.com
179	Towers	www.advtower.com
180	Transector	www.winncom.com
181	TruckVault	https://truckvault.com/
182	Trylon	www.winncom.com
183	TX/RX	https://txrx.com/
184	Tycon Systems NEW	www.winncom.com
185	Ubiquiti	https://www.ui.com/
186	Video Solutions	www.advtwoway.com
187	Videotec	www.winncom.com
188	Vumil	www.winncom.com
189	WavelP	www.winncom.com
190	Westell	https://www.westell.com/
191	Whelen	https://www.whelen.com/

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PG 6

Vendor (AA)

192	Wilson Electronics	https://www.wilsonelectronics.com/
193	Wincomm	www.winncom.com
194	WinnCloud	www.winncom.com
195	Winncom Technologies	www.winncom.com
196	Xirus by Cambium	www.winncom.com
197	Zetron	https://www.zetron.com/

**Code 3
Services,
LLC**

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

**Additional rows and/or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.*

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	KENWOOD	LMR Radio	N/A	CURRENT CATALOG	KENWOOD LMR RADIOS AND ACCESSORIES	25%
2.	BK TECHNOLOGIES	LMR Radio	N/A	Current Catalog	BK Radios & Accessories	30%
3.	Harris	LMR Radio	N/A	Current Catalog	Harris Radios and Accessories	25%
4.	Harris Software	LMR Software	N/A	Current Catalog	Harris Software	10%
5.	Unication USA	LMR Radio	N/A	Current Catalog	Unication Fire Pagers and Accessories	10%
6.	Pyramid	LMR Radio	N/A	Current Catalog	Pyramid Vehicle Repeaters	25%
7.	Tait	LMR Radio	N/A	Current Catalog	Tait Radios and Accessories	20%
8.	Motorola	LMR Radio	N/A	Current Catalog	Motorola Radios and Accessories	10%
9.	Zetron	LMR Radio	N/A	Current Catalog	Zetron Radio Consoles, Paging, and Accessories	15%
10.	MindShare	LMR Radio	N/A	Current Catalog	MindShare Dispatch Console and Accessories	10%
11.	Codan	LMR Radio	N/A	Current Catalog	LMR Repeaters	15%
12.	DTRS Airtime	LMR Radio	DTRS	Current Catalog	Monthly Radio System Airtime	0%
13.	OTTO	Accessories	N/A	Current Catalog	Radio Accessories	20%
14.	Icom America	LMR Radio	N/A	Current Catalog	Icom LMR Radio & Accessories	25%
15.	Impact	Accessories	N/A	Current Catalog	Radio Accessories	15%
16.	JPS Interop	LMR Radio	N/A	Current Catalog	Interop Gateways and Voters	5%
17.	Other	LMR Radio	N/A	Current Catalog	Other LMR Radio Not Listed	5%
18.	Sinclair	LMR Radio	N/A	Current Catalog	Radio Antenna and Filtering	15%
19.	CommScope	Accessories	N/A	Current Catalog	Coax, Connectors, & Accessories	15%
20.	Laird	Accessories	N/A	Current Catalog	Antennas and Accessories	20%
21.	Pulse / Larsen	Accessories	N/A	Current Catalog	Antennas and Accessories	20%
22.	RF Industries	Accessories	N/A	Current Catalog	Connectors, Coax, & Accessories	20%
23.	Tram Browning	Accessories	N/A	Current Catalog	Antennas, Coax, & Accessories	20%
24.	Sti-Co	Antenna	N/A	Current Catalog	Antennas, Coax & Accessories	10%
25.	Telex	LMR Radio	N/A	Current Catalog	Dispatch Console, Tone Remote	10%
26.	Power Products	Accessories	N/A	Current Catalog	Batteries, Chargers, & Accessories	15%
27.	David Clark	Accessories	N/A	Current Catalog	Radio Headsets and Accessories	10%
28.	Hytera	LMR Radio	N/A	Current Catalog	Radios & Accessories	25%
29.	Mimosa	LMR Network	N/A	Current Catalog	LMR Radio Network & Accessories	10%
30.	Repair Depot	LMR Radio	N/A	Current Catalog	Depot Factory Repair Service LMR	0%

Vendor (AC)

PG 1

Electro-Magwave, Inc



State of New Mexico - Communications, radio equipment, parts, accessories and related services
 Event 10-00000-20-00048 MSRP/ Discount Price List - Confidential Effective September 30, 2020
 Phone: 216-453-1160 Ext.8329
 Cell Direct: 216-242-0244
 Fax: 815-904-6052

E/M Wave, Inc.
 6111 Carey Drive, Unit 1 Valley View, OH 44125
 Mike Wienke - Business Development Manager
 mike.wienke@emwaveinc.com

Model	Description	MSRP	State of New Mexico Price	State of New Mexico Discount
NMO Cables - Mounts				
EM-BSA001	Antenna Adapter, NMO to Type N Jack, 0 to 3000 MHz	\$23.10	\$11.55	50.00%
EMBK1-016SS	Mounting Bracket, Right Angle, Mirror and Pole Mount, 5/8" Hole, Stainless Steel	\$18.00	\$9.00	50.00%
EMBK1-019SS	Mounting Bracket, Right Angle, Mirror and Pole Mount, 3/4" Hole, Stainless Steel	\$19.00	\$9.50	50.00%
EM-M11001	NMO 3/4" Hole Mount Only, No Cable	\$10.00	\$5.00	50.00%
EM-M11001-058	NMO Mount, 17' RG58/U cable, 30-1000 MHz, no connector	\$19.00	\$9.50	50.00%
EM-M11001-059-35	NMO Mount, 35' RG58/U cable, 30-1000 MHz, no connector	\$36.00	\$18.00	50.00%
EM-M11001-195	NMO Mount, 17' RF195 low loss cable, 30-1000 MHz, no connector	\$27.00	\$13.50	50.00%
EM-M11001-195-35	NMO Mount, 35' RF195 low loss cable, 30-1000 MHz, no connector	\$48.00	\$24.00	50.00%
EM-MAG-058	Magnet Mount Base, NMO, Black w/17' RG58/U cable attached, no connector	\$39.00	\$19.50	50.00%
EM-MAG-195	Magnet Mount Base, NMO, Black w/17' Low Loss 195 cable attached, no connector	\$49.00	\$24.50	50.00%
EM-MAG-058-HD	Heavy Duty Magnet Mount Base, NMO, Black w/17' RG58/U cable attached, no connector (50 lbs pull strength)	\$49.00	\$24.50	50.00%
EM-MAG-195-HD	Heavy Duty Magnet Mount Base, NMO, Black w/17' Low Loss 195 cable attached, no connector (50 lbs pull)	\$59.00	\$29.50	50.00%
EM-MTR11001	NMO Thick Roof Mount Only	\$16.00	\$8.00	50.00%
EM-MTR11001-058	NMO Thick Roof Mount w/17' RG58/U cable attached, no connector	\$23.00	\$11.50	50.00%
EM-MTR11001-195	NMO Thick Roof Mount w/17' 195 low loss cable attached, no connector	\$33.00	\$16.50	50.00%
Connectors				
EMMP-058	Mini-UHF male plug connector for RG-58 and 195 type cable	\$2.30	\$1.15	50.00%
EMPL259-CRIMP	PL-259 connector solder center pin, crimp sleeve for RG-58 and 195 type cable	\$2.60	\$1.40	50.00%
EMBP-058	BNC male plug connector for RG-58 and 195 type cable	\$2.60	\$1.40	50.00%
EMNP-058	N Plug (male) connector-nickel plated body, gold plated center pin, crimp/solder for RG-58 and 195 type cable	\$5.00	\$2.50	50.00%
EMSP-058	SMA male plug connector for RG-58 and 195 type cable	\$5.00	\$2.50	50.00%
EMTP-058	TNC male plug connector for RG-58 and 195 type cable	\$2.80	\$1.40	50.00%
Mobile VHF/UHF e/m-Flex® Antennas				
EMFLX-M10001	VHF/UHF Broad Band quarter-wave roof mount antenna, e/m-Flex® Poly spring 108-520 MHz (tunable range)	\$51.00	\$25.50	50.00%
EMFLX-M10003	UHF 3dB gain roof mount antenna, e/m-Flex® Poly spring 420-470 MHz (tunable range)	\$56.50	\$28.25	50.00%
EMFLX-M10003-GPI	UHF 2dB gain roof mount antenna, e/m-Flex® spring 380-520 MHz (tunable range) Ground Plane Independent	\$62.00	\$31.00	50.00%
EMFLX-M10004	VHF 3dB gain roof mount antenna, e/m-Flex® Poly spring 132-174 MHz (tunable range)	\$62.00	\$31.00	50.00%
EMFLX-M10004-GPI	VHF 2dB gain roof mount antenna, e/m-Flex® Poly spring 132-174 MHz (tunable range) Ground Plane Independent	\$67.50	\$33.75	50.00%
EMFLX-M10007	UHF 5dB gain roof mount antenna, e/m-Flex® Poly spring 420-470 MHz (tunable range)	\$65.50	\$32.75	50.00%

Vendor (AC)

EMFLX-M10007-GPI	UHF 3dBd gain roof mount antenna, e/m-Flex® spring 440-480 MHz Ground Plane Independent	\$70.00	\$35.00	50.00%
EMFLX-M10013	UHF 3dB gain roof mount antenna, e/m-Flex® Poly spring 470-520 MHz (tunable range)	\$62.00	\$31.00	50.00%
EMFLX-M10014	VHF 3dB gain roof mount antenna, e/m-Flex® Poly spring 144-174 MHz (tunable range)	\$62.00	\$31.00	50.00%
EMFLX-M10014-GPI	VHF 2dB gain roof mount antenna, e/m-Flex® Poly spring 144-174 MHz (tunable range) Ground Plane Independent	\$67.50	\$33.75	50.00%
EMFLX-M10008-WB	VHF Wide Band quarter-wave roof mount antenna, e/m-Flex® Poly spring 144-174 MHz, No Tuning Required	\$89.00	\$44.50	50.00%
Mobile VHF/UHF S.S. Spring Antennas				
EM-M10001	VHF/UHF Broad Band quarter-wave roof mount antenna w/S.S. spring 108-520 MHz (tunable range)	\$51.00	\$25.50	50.00%
EM-M10003	UHF 3dB gain roof mount antenna w/S.S. spring 420-470 MHz (tunable range)	\$56.50	\$28.25	50.00%
EM-M10003-GPI	UHF 2dB gain roof mount antenna w/S.S. spring 380-520 MHz (tunable range) Ground Plane Independent	\$60.00	\$30.00	50.00%
EM-M10004	VHF 3dB gain roof mount antenna w/S.S. spring 132-174 MHz (tunable range)	\$62.00	\$31.00	50.00%
EM-M10004-GPI	VHF 2dB gain roof mount antenna w/S.S. spring 132-174 MHz (tunable range) Ground Plane Independent	\$67.50	\$33.75	50.00%
EM-M10007	UHF 5dB gain roof mount antenna w/S.S. spring 420-470 MHz (tunable range)	\$65.50	\$32.75	50.00%
EM-M10007-GPI	UHF 3dBd gain roof mount antenna, w/S.S. spring 440-480 MHz Ground Plane Independent	\$70.00	\$35.00	50.00%
EM-M10014	VHF 3dB gain roof mount antenna w/S.S. spring 144-174 MHz (tunable range)	\$62.00	\$31.00	50.00%
EM-M10014-GPI	VHF 2dB gain roof mount antenna w/S.S. spring 144-174 MHz (tunable range) Ground Plane Independent	\$67.50	\$33.75	50.00%
Mobile VHF/UHF No Spring Antennas				
EM-M10001-LS	VHF/UHF Broad Band quarter-wave roof mount antenna, No Spring 108-520 MHz (tunable range)	\$35.00	\$17.50	50.00%
EM-M10003-LS	UHF 3dB gain roof mount antenna, No Spring 420-470 MHz (tunable range)	\$35.00	\$17.50	50.00%
EM-M10003-GPI-LS	UHF 2dB gain roof mount antenna, No Spring 380-520 MHz (tunable range) Ground Plane Independent	\$36.00	\$18.00	50.00%
EM-M10004-LS	VHF 3dB gain roof mount antenna, No Spring 132-174 MHz (tunable range)	\$43.00	\$21.50	50.00%
EM-M10004-GPI-LS	VHF 2dB gain roof mount antenna, No Spring 132-174 MHz (tunable range) Ground Plane Independent	\$46.00	\$23.00	50.00%
EM-M10014-LS	VHF 3dB gain roof mount antenna, No Spring 144-174 MHz (tunable range)	\$36.00	\$18.00	50.00%
EM-M10014-GPI-LS	VHF 2dB gain roof mount antenna, No Spring 144-174 MHz (tunable range) Ground Plane Independent	\$39.00	\$19.50	50.00%
EM-M10007-LS	UHF 5dB gain roof mount antenna, No Spring 420-470 MHz (tunable range)	\$48.00	\$24.00	50.00%
Mobile 700/800/900 MHz				
EM-M11003	Roof mount antenna, 3dB gain, 764-889 MHz	\$39.90	\$19.95	50.00%
EM-M11004	Roof mount antenna, 3dB gain, 850-960 MHz	\$39.90	\$19.95	50.00%
EM-M11009	Quarter-wave roof mount antenna, 748-960 MHz	\$29.00	\$14.50	50.00%
EM-M11008	Roof mount antenna, 3dB gain, 806-894 MHz	\$39.90	\$19.95	50.00%
EM-M11014	Roof mount antenna, 6dB gain, Collinear, 890-960 MHz	\$51.50	\$25.75	50.00%
Mobile Multi-Band Antennas				
EM-M20007	LTE Poly Pro flexible antenna for NMO applications, 698-960 MHz/1710-3700 MHz	\$54.00	\$27.00	50.00%
EM-M20001	LMR Poly Pro, Dual Band low profile flexible antenna for NMO applications, UHF 450-520 MHz/748-960 MHz	\$64.00	\$32.00	50.00%
Mobile/Fixed GPS Antennas and Combination Mounts				
EM-MG11008-SP	NMO/GPS Combo Mount; NMO RG58/U-no connector, GPS RG174 w/SMA plug connector	\$110.00	\$55.00	50.00%
EM-MG11008-SP-195	NMO/GPS Combo Mount; NMO 195 type low loss-no connector, GPS RG174 w/SMA plug connector	\$125.00	\$62.50	50.00%
EM-MG11022-SP	NMO/GPS/GLONASS Combo Mount; NMO RG58/U-no connector, GPS/GLONASS RG174 w/SMA plug connector	\$110.00	\$55.00	50.00%
EM-MG11022-SP-195	NMO/GPS/GLONASS Combo Mount; NMO 195 type low loss-no connector, GPS, GLONASS RG174 w/SMA plug	\$125.00	\$62.50	50.00%
EM-MG13004-SP	GPS/GLONASS magnet mount antenna, 18.5' Cable, SMA Plug connector	\$25.00	\$12.50	50.00%
EM-AG13007-SP-174	GPS/GLONASS (L1) SMA Plug (male), 9.8 ft. RG-174/U	\$40.00	\$20.00	50.00%
EM-AG13007-NJ	GPS/GLONASS (L1) N Type Jack (female)	\$40.00	\$20.00	50.00%
EM-AG13007-NP	GPS/GLONASS (L1) N Type Plug (male)	\$39.00	\$19.00	50.00%
Mobile WiFi Combination Antennas				
EM-M51001	NMO/WiFi Combo Mount, NMO RG58/U w/QMA, WiFi 2.4/5.x GHz LL195 w/QMA	\$130.00	\$65.00	50.00%
EM-MG51002-SP	NMO/WiFi/GPS/GLONASS Combo Mount, NMO RG58/U w/QMA, WiFi 2.4/5.x GHz LL195 w/QMA, GPS RG174/U	\$145.00	\$72.50	50.00%
"X"-Nuts				
EM-MX0152	"X"-Nut™ quarter-wave VHF 152-162 MHz	\$18.50	\$9.25	50.00%
EM-MX0162 (*)	"X"-Nut™ quarter-wave VHF 162-174 MHz	\$18.50	\$9.25	50.00%
EM-MX0450	"X"-Nut™ quarter-wave UHF 450-520 MHz	\$18.50	\$9.25	50.00%
EM-MX0748	"X"-Nut™ quarter-wave 748-894 MHz	\$18.50	\$9.25	50.00%
EM-MX0890 (*)	"X"-Nut™ quarter-wave 890-960 MHz	\$18.50	\$9.25	50.00%
EM-MX0108-FT	"X"-Nut™ 108-960 MHz - Field Tunable	\$20.50	\$10.25	50.00%
*Available until Depleted				
Base Station and Fixed Station Antennas				
EM-A11015	Low Profile ISM Band, 902-928 MHz, 5/8" Bulkhead Panel Mount, N Jack, Black	\$60.00	\$30.00	50.00%
EM-A11015-SP	Mobile Fixed Station Antenna 902-928 MHz ISM Band, SMA Plug, Black	\$60.00	\$30.00	50.00%
EM-A11016	Low Profile ISM Band, 902-928 MHz, 5/8" Bulkhead Panel Mount, N Jack, White	\$60.00	\$30.00	50.00%
EM-A11016-SP	Mobile Fixed Station Antenna 902-928 MHz ISM Band, SMA Plug, White	\$60.00	\$30.00	50.00%
EM-A20003-SP	Fixed station BB/multiband 698-960 & 1710-2700 MHz, 24" RG174/U LL cable, SMA plug, (Black)	\$50.00	\$25.00	50.00%
EM-A20004-SP	Fixed station BB/multiband 698-960 & 1710-2700 MHz, 24" RG174/U LL cable, SMA plug, (White)	\$50.00	\$25.00	50.00%
EM-A40001	Mobile/Fixed Station, BB/Multiband 748-960 MHz / 1710-2700 MHz (Black)	\$50.00	\$25.00	50.00%
EM-A40002	Mobile/Fixed Station, BB/Multiband 748-960 MHz / 1710-2700 MHz (White)	\$50.00	\$25.00	50.00%
EM-B40004-NJ	Multi-Band iDAS Indoor Ceiling Mount Antenna, 698-960/ 1710-2700 MHz	\$39.00	\$19.50	50.00%
EM-B40005-NJ	Multi-Band iDAS Indoor Ceiling Mount Antenna, 698-960/ 1710-2700 MHz, PIM Rated	\$51.00	\$25.50	50.00%
EM-B42001-NJ	Wide Band iDAS Indoor Ceiling Mount Antenna 698-960 MHz	\$47.00	\$23.50	50.00%
EM-B42002-NJ	Wide Band iDAS Indoor Ceiling Mount Antenna, PIM Rated 698-960 MHz	\$59.00	\$29.50	50.00%
EM-B11410	Yagi Antenna, 10 dBi, 7 Element, 450-470 MHz, N Jack Connector, Black	\$155.00	\$77.50	50.00%
EM-B11609	Yagi Antenna, 9.5dBi, 6 Element, 760-870 MHz, N Jack Connector, Black	\$94.00	\$47.00	50.00%
EM-B11909	Yagi Antenna, 9.5dBi, 6 Element, 890-960 MHz, N Jack Connector, Black	\$94.00	\$47.00	50.00%
EM-BFG11925-NJ	Base Station, 900 MHz, Fiberglass, Omnidirectional, 5 dBi, 902-928 MHz, N Jack Connector	\$112.00	\$56.00	50.00%
EM-BFG11925-NP	Base Station, 900 MHz, Fiberglass, Omnidirectional, 5 dBi, 902-928 MHz, N Plug Connector	\$50.00	\$25.00	50.00%
EM-BFG40906-NJ	Base Station, 4G LTE Fiberglass, Omnidirectional, 2dBi, 698-960/1710-2500 MHz, N Jack Connector	\$250.00	\$125.00	50.00%
EM-BGT13005-TJ	Timing Antenna, GPS/GLN5S (L1), 3/4 inch NPT Mount, TNC Jack Connector, Gray	\$99.00	\$49.00	50.00%
EM-BGT13006-TJ	Timing Antenna and Mount Kit, GPS/GLN5S (L1), 3/4 inch NPT Mount, TNC Jack Connector, Gray, Steel Mounting	\$149.00	\$74.50	50.00%
EMBKT-B3A1B0	Base Station Ground Plane Kit, NMO to N Type, 108-520 MHz	\$42.45	\$21.23	50.00%
EMBKT-B3A8B0	Base Station Ground Plane Kit, NMO to N Type, 800/900 MHz	\$40.00	\$20.00	50.00%
EMBKT-IDAS10004	Bracket, Twist Lock Type for Mounting EM-B40004 & EM-B40005 iDAS Series Antennas	\$9.00	\$4.50	50.00%
Duplexed Antenna Kits				

Vendor (AC)

EM-MBD41000-HJ	Duplexer, N-Jack connectors (108-180/ 380-870 MHz)	\$105.00	\$52.50	50.00%
EM-MBD41002	VHF/UHF dual band antenna system, VHF tunable 108-174 MHz; UHF tunable 390-870 MHz, Multiband Duplexer	\$222.00	\$111.00	50.00%
EM-MBD41003	VHF/UHF dual band antenna system, VHF tunable 108-174 MHz; UHF tunable 390-870 MHz, Multiband Duplexer,	\$284.00	\$142.00	50.00%
EM-MBD41004	VHF/UHF Tri-band antenna system, VHF tunable 108-174 MHz; UHF 450-520 MHz; 746-960 MHz Multiband	\$370.00	\$185.00	50.00%
EM-MBD41005	VHF/UHF Tri-band antenna system, VHF tunable 108-174 MHz; UHF 450-520 MHz; 746-960 MHz Multiband	\$284.00	\$142.00	50.00%
EM-MBD41006	VHF/UHF Tri-Band Antenna System, 108-174/450-512/746-870 MHz, Multiband Duplexer, WiFi 2.4/5.x GHz,	\$325.00	\$162.50	50.00%
EM-MBD41007	VHF/UHF Tri-Band Antenna System, 108-174/450-512/746-870 MHz, Multiband Duplexer, WiFi 2.4/5.x GHz,	\$415.00	\$207.50	50.00%
Portable Antennas				
EM-P90007-BP	Molded Flexible Unity Gain portable antenna, Telescopic, Adj. Field Tune, 118-174 MHz, BNC Connector	\$34.60	\$17.30	50.00%
EM-P90009-BP	Molded Flexible 1/4 wave portable antenna, 2 dBi Gain, 0 & 90 deg. RA, 450-470 MHz, BNC Connector	\$27.00	\$13.50	50.00%
EM-P90011-BP	Molded Flexible 1/4 wave portable antenna, 2 dBi Gain, 0 & 90 deg. RA, 150-180 MHz, BNC Connector	\$26.75	\$13.38	50.00%
EM-P90013-148-SF	Molded Flexible Unity Gain portable antenna, Helical, 148-162 MHz, SF Connector for Motorola APX Series	\$15.00	\$7.50	50.00%
EM-P90013-162-MD	Molded Flexible Unity Gain portable antenna, Helical, 162-174 MHz, MD Connector for Harris Series	\$15.00	\$7.50	50.00%
EM-P90013-162-SF	Molded Flexible Unity Gain portable antenna, Helical, 162-174 MHz, SF Connector for Motorola APX Series	\$15.00	\$7.50	50.00%
EM-P90013-162-SFK	Molded Flexible Unity Gain portable antenna, Helical, 162-174 MHz, SFK Connector for Kenwood & EF Johnson	\$15.00	\$7.50	50.00%
EM-P90013-162-SM	Molded Flexible Unity Gain portable antenna, Helical, 162-174 MHz, SM Connector for Reim Wireless BK Series	\$15.00	\$7.50	50.00%
EM-P90016-SF	Molded flexible 1/4 wave portable antenna, SF connector 360-520 MHz for Motorola XTS and APX series	\$29.90	\$14.95	50.00%
EM-P90016-SFK	Molded flexible 1/4 wave portable antenna, SFK connector 360-520 MHz for Kenwood and EF Johnson Series	\$29.90	\$14.95	50.00%
EM-P90110-MD	Molded flexible 1/2 wave portable antenna, MD connector 698-870 MHz for Harris 7100 and 7300 series	\$29.90	\$14.95	50.00%
EM-P90110-SF	Molded flexible 1/2 wave portable antenna, SF connector 698-870 MHz for Motorola XTS and APX series	\$29.90	\$14.95	50.00%
EM-P90110-SFK	Molded flexible 1/2 wave portable antenna, SFK connector 698-870 MHz for Kenwood and EF Johnson Series	\$29.90	\$14.95	50.00%
EM-P90111-MD	Molded flexible 1/4 wave portable antenna, MD connector 698-870 MHz for Harris 7100 and 7300 series	\$15.90	\$7.95	50.00%
EM-P90111-SF	Molded flexible 1/4 wave portable antenna, SF connector 698-870 MHz for Motorola XTS and APX series	\$15.90	\$7.95	50.00%
EM-P90111-SFK	Molded flexible 1/4 wave portable antenna, SFK connector 698-870 MHz for Kenwood and EF Johnson Series	\$15.90	\$7.95	50.00%
EM-P90220-MD	Molded flexible 1/2 wave portable antenna, MD conn. 860-960 MHz for Harris P9300 series	\$29.90	\$14.95	50.00%
EM-P90403-SP	Portable Antenna, 5 dBi Gain, 0 & 90 deg. Articulating, 2400-2500 MHz, SMA Connector	\$24.00	\$12.00	50.00%
EM-P90918-SF	Molded flexible 1/4 wave portable antenna, SF connector, Unity Gain, Broad Band VHF, 150-174 MHz, for Motorola	\$42.00	\$21.00	50.00%
EM-P90918-SFK	Molded flexible 1/4 wave portable antenna, SFK connector, Unity Gain, Broad Band VHF, 150-174 MHz, for KW and	\$42.00	\$21.00	50.00%
EM-P90918-SM	Molded flexible 1/4 wave portable antenna, SM connector, Unity Gain, Broad Band VHF, 150-174 MHz, for Reim	\$42.00	\$21.00	50.00%
EM-P91201-SF	Molded flexible 1/4 wave portable antenna, SF connector 360-520/698-870 MHz for Motorola XTS and APX series	\$29.90	\$14.95	50.00%
EM-P92202-SM	Portable, LTE Multi-Band, 698-960 / 1710-2700 MHz, 0 & 90 Degree Articulating, SMA Male (SMA)	\$25.00	\$12.50	50.00%
EM-P92401-SF	All Band VHF/UHF/700/800/900 MHz Portable Antenna 136-174/360-512/763-940 MHz Motorola™ APX™ Series	\$70.00	\$35.00	50.00%
Replacement Parts				
EM2A-08RP	Whip 30" Blk Chrome, for EM-M10001 & EMFLX-M10001	\$18.00	\$9.00	50.00%
EM2A-11RP	Whip 55" Tapered Blk Chrome, for EM-M10004, EM-M10004-GPI, EMFLX-M10004, EMFLX-M10004-GPI	\$20.00	\$10.00	50.00%
EM2A-15RP	Whip 40" Tapered Open Coil, UHF 5dB Gain for EM-M10007 & EMFLX-M10007	\$24.00	\$12.00	50.00%
EM2A-16RP	Whip 46" Tapered Blk Chrome, for EM-M10014, EM-M10014-GPI, EMFLX-M10014, EMFLX-M10014-GPI	\$20.00	\$10.00	50.00%
EM2A-17RP	Whip 16" Blk Chrome, for EM-M10003 & EMFLX-M10003	\$16.00	\$8.00	50.00%
EM2A-162RP	Whip assy. "X"-Nut™ model EM-MX0162	\$10.00	\$5.00	50.00%
EM2A-450RP	Whip assy. "X"-Nut™ model EM-MX0450	\$10.00	\$5.00	50.00%
EM2A-746RP	Whip assy. "X"-Nut™ model EM-MX0746	\$10.00	\$5.00	50.00%
EM2A-890RP	Whip assy. "X"-Nut™ model EM-MX0890	\$10.00	\$5.00	50.00%
EM2A-106-FTRP	Whip assy. "X"-Nut™ model EM-MX0106-FT	\$12.00	\$6.00	50.00%
EM3A-01RP	S.S. Spring, Blk Chrome for EM-M10001, EM-M10003, EM-M10003-GPI & EM-M10004	\$30.00	\$15.00	50.00%
EM3A-02RP	S.S. Spring, Blk Chrome for EM-M10007	\$30.00	\$15.00	50.00%
EMFLX3A-01RP	e/m-Flex® Poly Spring for EMFLX-M10001, EMFLX-M10003, M10003-GPI & EMFLX-M10004	\$30.00	\$15.00	50.00%
EMFLX3A-02RP	e/m-Flex® Poly Spring for EMFLX-M10007	\$30.00	\$15.00	50.00%
EM6A-01RP	Base EM-M & EMFLX-M10001, EM-M11003, 11004, 11005, 11006; EM-MX All Models	\$18.00	\$9.00	50.00%
EM6A-04RP	Base Coil for VHF models EM-M10004 & EMFLX-M10004, EM-M10014 & EMFLX-M10014	\$25.00	\$12.50	50.00%
EM6A-05RP	Base Coil for UHF models EM-M10003, EMFLX-M10003, EM-M10007 & EMFLX-M10007	\$25.00	\$12.50	50.00%
EM6A-06RP	Base Coil for UHF models EM & EMFLX-M10003-GPI's, EM & EMFLX-M10007 GPI's	\$30.00	\$15.00	50.00%
EM6A-07RP	Base Coil for VHF models EM & EMFLX-M10004-GPI's, EM & EMFLX-M10014-GPI's	\$32.50	\$16.25	50.00%
EM6A-11RP	Base Coil for VHF model EMFLX-M10008-WB, 144-174 MHz	\$59.00	\$29.50	50.00%
EM9-02RP	Base O-Rings - (25 pack) fits all EM6A type bases	\$25.00	\$12.50	50.00%
EM9-11RP	Gasket/Dust Pad for NMO/GPS Combination Mount Models	\$10.00	\$5.00	50.00%

Vendor (AD)

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

Page-1

BID PRICING RESPONSE FORM**I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)**

**Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.*

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	Sierra Wireless	Wireless Mobility Systems	N/A	Current Catalog	Sierra Wireless LTE/FirstNet/WiFi Router/Gateway Hardware and Hardware Accessories	5%
2.	Sierra Wireless	Wireless Mobility Systems	N/A	Current Catalog	Sierra Wireless LTE/FirstNet/WiFi Router/Gateway Antennas	10%
3.	Sierra Wireless	Wireless Mobility Systems	N/A	Current Catalog	Sierra Wireless Software and Services	0%
4.	Cradlepoint	Wireless Mobility Systems	N/A	Current Catalog	Cradlepoint LTE/FirstNet/WiFi Router/Gateway Hardware and Hardware Accessories	5%
5.	Cradlepoint	Wireless Mobility Systems	N/A	Current Catalog	Cradlepoint Software and Services	0%
6.	Peplink	Wireless Mobility Systems	N/A	Current Catalog	Peplink Router LTE/FirstNet/WiFi Gateway Hardware and Hardware Accessories	5%
7.	Peplink	Wireless Mobility Systems	N/A	Current Catalog	Peplink Software and Services	0%
8.	Panasonic	Wireless Mobility Systems	N/A	Current Catalog	LTE/FirstNet/WiFi Rugged Tablets, Laptops, Cameras and Handheld Computers	10%
9.	Panasonic	Wireless Mobility Systems	N/A	Current Catalog	Accessories for LTE/FirstNet/WiFi Rugged Tablets, Laptops, and Handheld Computers	10%
10.	Panasonic	Wireless Mobility Systems	N/A	Current Catalog	Warranties, Software and Services	0%
11.	Nextivity	Wireless Mobility Systems	N/A	Current Catalog	Cel-Fi Cellular/4G/LTE/FirstNet/WiFi Smart Signal Boosters & Accessories	5%
12.	L-TRON	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Accessory	10%
13.	Leonardo/ELSAG	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Hardware and Accessories	10%
14.	Other	Wireless Mobility Systems	N/A	Others not listed	Other LMR Radio/LTE Accessories.	5%
15.	Brother	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Printer, Mounts and Accessories	5%
16.	Gamber Johnson	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Mounts, Docks, and Accessories	30%
17.	Havis	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Mounts, Docks, and Accessories	20%
18.	Airgain	Wireless Mobility Systems	N/A	Current Catalog	Airgain LMR/4G/LTE/5G/WiFi/GPS Antennas and Accessories	10%
19.	Panorama	Wireless Mobility Systems	N/A	Current Catalog	Airgain LMR/4G/LTE/5G/WiFi/GPS Antennas and Accessories	10%
20.	Weboost	Wireless Mobility Systems	N/A	Current Catalog	Cellular//4G/LTE/FirstNet/5G/WiFi Signal Boosters & Accessories	5%
21.	Startech.com	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Cable Accessories	15%
22.	Belkin	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Cable Accessories	20%

State of New Mexico
General Services Department
Purchasing Division

Vendor (AD)

ITB Statewide Price Agreement #: 10-00000-20-00048

23.	LEM Solutions	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Mounts and Accessories	5%
24.	AXON	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Mounts and Accessories	5%
25.	Lind Electronics	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Power Accessories	5%
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Vendor (AE)

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

Page-1

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

*Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	Matarka	Radio Pts./Access		Parts/Access	2-Way Radio/Parts/Access	26
2.	Jessco	Communic.		Access	Wireless Comms. Products	5
3.	RTel	Radio Access		Antennas	Mobile/Parts/Port Antennas	5
4.	Harris/GE	Radio Parts		Radio Pts./Access	Parts/2-Way Radios	3
5.	Patrol PC	Comms.		MDT	Mobile Data Systems	3
6.	Allied Comm	Parts		Components	Parts/Access	3
7.	Digitek	Parts		Components	IC, Resistor, Cap, Xistors	3
8.	Midland Radio	Radio Equip		2-Way Radio	2-Way Radios/Access	3
9.	Alcatel	Radio Equip		Microwave	MW Radios/Access	5
10.	NWK. Elect.	Parts		Components	IC/Resistors/Caps/Xistors	3
11.	Icon	Radio Equip		2-Way Radio	2-Way Radios/Access	11
12.	Ettek	Radio Equip		Rectifier	Diodes/Components	5
13.	Proxim	Radio Equip		Wireless LAN	Wireless Equip/Access	5
14.	Infosat	Radio Equip		Comms.	Remote Comm. Satellite	5
15.	Commscope/Andrew	Comms.		Cable	Cable/Connectors	5
16.	Tait	Radio Equip		2-Way Radio	Radio Access/Parts	5
17.	Cartronics	Comms.		Console	Bus Stn. Consoles	3
18.	Getac	Comms.		MDT	Mob. Data Systems	1
19.	Renasorex	Comms.		CCTV	Camera/Monitors/Recorder	1
20.	John Prod.			Towers	Towers/Poles	3
21.	Surecell			Cellular	Cell. Repeater/Amplifier	3
22.	GPS Network			GPS Repeater	GPS Repeater/Amplif.	3
23.	Microware Sys.			Ethernet Radio	Ethernet Radios/Modems	3
24.	Bird Elect.			Test Equip	Wireless Components	3
25.	Belden			Cable	Cable/Connectors	1
26.	Klein Tools	Tools		Hand Tools	Shop Tools	3
27.	Amphenol	Parts		Connectors	PL259, BNC, TNC, Mini-UHF	3
28.	RFS/Calwave	Comms.		Antenna	Ant. cable, site equip.	3
29.	Times MW	Comms.		Cable	Cable/Connectors	3
30.	EMR Corp.	Radio Equip		Site Equip.	Combiners/Multiplexers	3

Vendor (AE)

State of New Mexico
General Services Department
Purchasing Division

ITB Statewide Price Agreement #: 10-00000-20-00048

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

*Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
31.	Fluke	Comm.		Test Equip.	Test meters	3
32.	GE/MDS	Radio Equip		MW Radio	MW Data Systems	3
33.	Laird	Access.		Antennas	Mobile Base Portable	5
34.	Sony	Comm.		Camera	CCTV Cameras/Monitors	3
35.	Paice	TOOLS		Solder/Brazing	Solder Flux/Tips	3
36.	Polypase	Access.		Lightning Arrest	Lightning Protection	5
37.	RAD	Comm.		Telecom	Telecom Access. Soln.	3
38.	Raytheon/ITS	Comm.		Hardware	Interoperability & ROI	3
39.	RF Induct.	Parts		Connectors	PL259, N, TNC, Pin, UHF	5
40.	Aston	Radio Equip		Power Supply	Power Supply Conv. Converter	3
41.	Sierra Wireless	Comm.		Modems	Modems	3
42.	St-Co	Comm.		Antennas	Disguise Antennas	3
43.	Telwave	Radio Equip		Antennas	Ant. combiners, Kits	3
44.	Tripp Lite	Comm.		Power Supply	Power Sup. Converter/Inverter	3
45.	Waller	Radio Equip		Solder	Solder/desolder stn.	3
46.	Xcelite	TOOLS		Hand tools	Shop Tools	3
47.	Fed Signal	Comm.		Light Bars	Light Bar Assy. / Signs	3
48.	Whelch			Light Bars	Light Bar Assy. / Signs	3
49.	Vermin	↓		GPS	GPS Receivers/Mapping	3
50.	Kind Elect.	Access.		Adapters	DC-DC Adapters	1
51.	Opencomm	Comm.		Net Clock	Timing Solns.	1
52.	Oto	Access.		Spkr. Mic	Spkr. Mic. Surveillance	5
53.	Power Products	Access.		Batteries	Batteries, Chargers	5
54.	TRX Syst.	Radio Equip		Combiners	Combiners/Multi-compl. filts	3
55.	Plinavise	Access.		Mounts	Recessed/Mounts/Hdwr.	1
56.	Larsen Ant.	Radio Equip		Antennas	Mob. Port., Base Ant.	5
57.	RAM Mounts	Access.		Mounts	Recessed Mounts, hdwr.	1
58.	Maximus	↓		Headsets	Headsets, Surv. Kits	3
59.	D. Clark	↓		Headsets	Mob. Safety Headsets	1
60.	Holzberg	Radio Equip		2-Way Radio	Radios, Antennas, Min.	5

Vendor (AF)

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

*Additional rows and/or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

Table with columns: No., Manufacturer, Product Category, Product Group, APC, Item, Short Description, MSRP % Discount. Rows 1-114 listing various Icom mobile radio models and their specifications.

Vendor (AF)

Table with 7 columns: N#, Manufacturer, Product Category, Product Group, APC, Item, Short Description, and MSRP % Discount. Rows list various radio accessories and components from manufacturers like Icom, Anphenel Procom, RF Technology, and T-HALES.

II. Implementation Services: Software Integration, Hardware Installation and Training

No.	Service	MSRP % Discount	Retail	\$ Rate (Indicate Hourly or	UOM
1.	System Technician Technologist	30% off retail			
	QENG-PH	Engineering support - per hour	\$ 285.70	\$ 200.00	Hourly
	QFS-1D	OnSite Technical/Field Support 1st Day	\$ 7,856.75	\$ 5,500.00	Daily
	QFS-AD	OnSite Technical/Field Support Additional Days	\$ 4,571.20	\$ 3,200.00	Daily
2.	Standard Shop Installation	30% off retail			
	CONTROL STATION ASSEMBLE	Install mobile into power supply and cabinet to make control station (no charge courtesy service)	\$ -	\$ -	Each
	ENGRAVE	Engrave radio	\$ 42.86	\$ 30.00	Each
	IASTUN1001	Icom to tune your system products	\$ 80.35	\$ 56.25	Each
	INSTALLATION AVIONICS	Install radio into power supply	\$ 80.35	\$ 56.25	Each
	INSTALLATION MARINE	Install a component into an Marine mobile or portable	\$ 42.86	\$ 30.00	Each
	INSTALL-IAS	Install a component into a repeater or an item into a cabinet	\$ 80.35	\$ 56.25	Each
	INSTALL-MF	Install a component into an LM mobile or portable	\$ 42.86	\$ 30.00	Each
	SERVICE/SALE BUILD-UP IAS	Systems support - per hour	\$ 171.42	\$ 120.00	Hourly
3.	Mobile Radio Installation	30% off retail			
	DEALER FIELD INSTALL	Dealer Mobile Installation Charge (underdash)	\$ 357.13	\$ 250.00	Each
	DEALER HOURLY RATE	Authorized Dealer Support	\$ 257.13	\$ 180.00	Hourly
4.	Radio Programming	30% off retail			
	PROG-IAS	Icom to program your system products	\$ 80.35	\$ 56.25	Each
	PROGLM6789	Icom to program your radio or IAS product	\$ 62.75	\$ 43.93	Each
	PROG-MF	Icom to program your land mobile mainframe with provided icf file or 1	\$ 42.86	\$ 30.00	Each
5.	Training	30% off retail			
	QTT-OS1D	On-Site Technical Training 1st Day, Up to 6 People	\$ 7,856.75	\$ 5,500.00	Daily
	QTT-OSAD	On-Site Technical Training Additional Days, Up to 6 People	\$ 4,571.20	\$ 3,200.00	Daily
	QTT-OSPH	Technical training from their desk	\$ 249.99	\$ 175.00	Hourly
6.	Post-Warranty Maintenance	30% off retail for labor; 23% off retail for parts			
	REPAIR LABOR	Icom Service Center Repair Labor for Icom mainframes/accessories.	\$ 131.99	\$ 92.40	Hourly
	REPAIR PARTS	Any required parts or components may be charged separately.	Multiple	Multiple	Each
7.	Support Services - Implementation	30% off retail			
	QFS-PH	Field/design support	\$ 249.99	\$ 175.00	Hourly
8.	Support Services - Post Implementation	30% off retail			
	QFS-PH	Field/design support	\$ 249.99	\$ 175.00	Hourly
9.	Project Management Services	NO BID			
10.	Extended Warranty Options (as per specification instructions)	30% off retail			
	EXTWARR211	1 year extended warranty for a total 3 years for low tier mainframes	\$ 26.78	\$ 18.75	Each
	EXTWARR212	2 year extended warranty for a total 4 years for low tier mainframes	\$ 48.21	\$ 33.75	Each
	EXTWARR213	3 year extended warranty for a total 5 years for low tier mainframes	\$ 69.64	\$ 48.75	Each
	EXTWARR611	1 year extended warranty for mid tier mainframes	\$ 42.86	\$ 30.00	Each
	EXTWARR612	2 year extended warranty for mid tier mainframes	\$ 75.00	\$ 52.50	Each
	EXTWARR613	3 year extended warranty for mid tier mainframes	\$ 117.85	\$ 82.50	Each
	EXTWARR811	1 year extended warranty for P25 mainframes	\$ 92.85	\$ 65.00	Each
	EXTWARR812	2 year extended warranty for P25 mainframes	\$ 132.85	\$ 93.00	Each
	EXTWARR813	3 year extended warranty for P25 mainframes	\$ 185.71	\$ 130.00	Each
	EXTWARR912	1 year extended warranty for Landmobile HF mainframes	\$ 133.92	\$ 93.75	Each
	EXTWARR913	2 year extended warranty for Landmobile HF mainframes	\$ 171.42	\$ 120.00	Each
	EXTWARR914	3 year extended warranty for Landmobile HF mainframes	\$ 262.49	\$ 183.75	Each
	EXTWARRPT1	1 year extended warranty, a total 3 years for repeaters	\$ 192.85	\$ 135.00	Each
	EXTWARRPT2	2 year extended warranty, a total 4 years for repeaters	\$ 348.20	\$ 243.75	Each
	EXTWARRPT3	3 year extended warranty, a total 5 years for repeaters	\$ 503.55	\$ 352.50	Each

ITB Statewide Price Agreement #: 10-00000-20-00048
 Communications, Radio Equipment, Parts, Accessories and Related Services
 State of New Mexico, General Services Department

Bid Pricing Response Form

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	L3Harris	Equipment			Equipment listed in the catalog with equipment codes C, N, NB, S, and P.	26%
2.	L3Harris	Software			Software listed in the catalog with equipment code L.	26%
3.	L3Harris	Licenses			Licenses listed in the catalog with equipment code LD.	26%
4.	L3Harris	Services			<i>Please refer to table in Section II.</i>	
5.	L3Harris	Standard Vendor Equipment			Equipment listed in the catalog with equipment codes V, VC, and 77.	10%
6.	L3Harris	Non-Standard Vendor Equipment			Equipment listed in the catalog with other equipment codes not listed above.	0%
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State of New Mexico
 General Services Department
 Purchasing Division

Vendor (AH)

ITB Statewide Price Agreement #: 10-00000-20-00048

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

**Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.*

No.	Manufacturer	Product Category	Product Code (APC)	Item	Short Description	MSRP %
1	Motorola	HW_MAINTENANCE	3	Field Services	SITE MAINTENANCE	0.00%
2	Motorola	HW_MAINTENANCE	6	Infrastructure Tech Support	ASTRO Dispatch	0.00%
3	Motorola	XTS_XTL_OTHER	15	PC_SPECIAL APPLICATIONS	DATA SOFTWARE-FIREGROUND	20.00%
4	Motorola	ASTRO_SYSTEMS_CONSOLES	28	DATA SYSTEM DISC	DATA CARROT APC	10.00%
5	Motorola	ASTRO_SYSTEMS_CONSOLES	29	DATA SYSTEM DISC	DATA MARGIN ADJUSTMENT	10.00%
6	Motorola	ASTRO_SUA	42	Astro SW Maint	Astro SUA Upgrade Operations	0.00%
7	Motorola	ASTRO_SUA	43	Astro SW Maint	ASTRO SUA Field Services	0.00%
8	Motorola	ASTRO_SYSTEMS_DROPSHIP	76	Cambium Backhaul Equipment	WIRELESS VALLEY SERVICES	0.00%
9	Motorola	EMERGING_SOLUTIONS	85	PD_AandC PRODUCTS	SCADA	10.00%
10	Motorola	ASTRO_SI	100	SI SITE DESIGN	HSD	0.00%
11	Motorola	ASTRO_SI	101	SI PASSTHROUGH_ET&S	350W VHF GTR	0.00%
12	Motorola	ASTRO_SYSTEMS_INFRA	104	PREPAID FREIGHT	PREPAID FREIGHT	0.00%
13	Motorola	APX_PORTABLE	108	APX7000	APX7000L	27.00%
14	Motorola	ASTRO_SYSTEMS_INFRA	112	G-Series HW	G-SERIES HW	18.00%
15	Motorola	ASTRO_SYSTEMS_INFRA	112	G-Series HW	G-SERIES HW	18.00%
16	Motorola	A&E_OTHER_ACCY	115	TWO WAY TRADITIONAL (Elgin DC)	COMMPORT	10.00%
17	Motorola	ASTRO_SYSTEMS_INFRA	117	FSA SW	FSA SW	10.00%
18	Motorola	ASTRO_SI	127	SI PASSTHROUGH_ET&S	SI OUTSOURCING	0.00%
19	Motorola	ASTRO_SI	128	SI INSOURCING	SI INSOURCING	0.00%
20	Motorola	A&E_OTHER_ACCY	129	TWO WAY DROPSHIP ACCY	MISC DROPSHIP	27.00%
21	Motorola	ASTRO_SYSTEMS_DROPSHIP	131	MW Backhaul & Channel Banks & Freq Std	Microwave	10.00%
22	Motorola	ASTRO_SYSTEMS_DROPSHIP	135	FREIGHT DROPSHIP	FREIGHT DROPSHIP	0.00%
23	Motorola	ASTRO_SYSTEMS_INFRA	137	Encryption Products Astro	KMF	5.00%
24	Motorola	APX_PORTABLE	142	AMP Single Band	AMP Single Band	20.00%
25	Motorola	ASTRO_SYSTEMS_INFRA	147	IP Transport HW	IP TRANSPORT HW	10.00%
26	Motorola	ASTRO_SYSTEMS_DROPSHIP	152	PT_OUTSOURCED STATION ACCESS	PT TRUNKED INTERCON MBX	5.00%
27	Motorola	EMERGING_SOLUTIONS	160	PD_IRRIGATION	Emerging Solutions DS	10.00%
28	Motorola	ASTRO_SYSTEMS_DROPSHIP	183	AFTERMARKET SITE EQUIPMENT	Distributed Antenna Systems	10.00%
29	Motorola	HW_MAINTENANCE	185	Devices Essential	Astro Device Essential	0.00%
30	Motorola	HW_MAINTENANCE	185	Devices Essential	Astro Device Essential	0.00%
31	Motorola	A&E_OTHER_ACCY	187	TWO WAY DROPSHIP ACCY	PORTABLE ACCESSORIES DROPSHIP	27.00%
32	Motorola	A&E_OTHER_ACCY	189	TWO WAY DROPSHIP ACCY	MOBILE ACCESSORIES	19.00%
33	Motorola	ASTRO_SYSTEMS_INFRA	200	D - Infrastructure	DELIVERY	0.00%
34	Motorola	XTS_XTL_OTHER	201	KVL	KVL II	10.00%
35	Motorola	ASTRO_SYSTEMS_CONSOLES	202	CONTROL CENTERS	MCD 5000 Deskset	20.00%

State of New Mexico
General Services Department
Purchasing Division

Vendor (AH)

ITB Statewide Price Agreement #: 10-00000-20-00048

Item #	Vendor	Item Description	Item #	Item Description	Item Description	Rate
36	Motorola	HW_MAINTENANCE	206	Demand and Local Device Repair	Local Device Repair	0.00%
37	Motorola	ASTRO_SYSTEMS_DROPSHIP	207	Site Equipment	Site Equipment	10.00%
38	Motorola	ASTRO_SI	208	SI PROJECT MANAGEMENT LABOR	SI PROJECT MANAGEMENT LABOR	0.00%
39	Motorola	HW_MAINTENANCE	209	System Installation Services	System Installation	0.00%
40	Motorola	ASTRO_SYSTEMS_INFRA	212	Encryption Products Astro	PKI Solution	0.00%
41	Motorola	HW_MAINTENANCE	219	G&PS DEVICE & ASSET MANAGEMENT	ASSET & CONFIGURATION MGMT	0.00%
42	Motorola	ASTRO_SYSTEMS_INFRA	225	QUANTAR_QUANTRO ANAL	QTAR QTAR RCVR 6809 TRNK	0.00%
43	Motorola	ASTRO_SYSTEMS_CONSOLES	229	Console Accessories	Logging and Furniture	15.00%
44	Motorola	HW_MAINTENANCE	231	Infrastructure Tech Support	3rd Party Case Support	0.00%
45	Motorola	ASTRO_SYSTEMS_INFRA	243	D - Infrastructure	QUANTAR QUANTRO ASTRO RP	0.00%
46	Motorola	ASTRO_SYSTEMS_CONSOLES	244	CONTROL CENTERS	MCC 7500e	10.00%
47	Motorola	HW_MAINTENANCE	261	REPLACEMENT PARTS 2-WAY	SERVICE AIDS SHOP SUPPLIES	5.00%
48	Motorola	ASTRO_SYSTEMS_DROPSHIP	262	Towers	TOWERS	10.00%
49	Motorola	A&E_OTHER_ACCY	271	TWO WAY TRADITIONAL (Elgin DC)	CARRY CASES	20.00%
50	Motorola	HW_MAINTENANCE	272	REPLACEMENT PARTS 2-WAY	RNSG INFRA MANUFACTURED	0.00%
51	Motorola	ASTRO_SYSTEMS_INFRA	273	Comparators Legacy	DIGITAC COMPARATOR	0.00%
52	Motorola	ASTRO_SYSTEMS_INFRA	274	Encryption Products Astro	OEM CryptR Micro	0.00%
53	Motorola	XTS_XTL_OTHER	276	Millennium Mobile	XTL5000 CONSOLETTTE	0.00%
54	Motorola	ASTRO_SYSTEMS_INFRA	277	SmartX	SMARTX	0.00%
55	Motorola	ASTRO_SYSTEMS_INFRA	280	DATA BASE STATION SMARTZONE	SMARTZONE CONTROLLER	0.00%
56	Motorola	ASTRO_SYSTEMS_INFRA	281	DATA BASE STATION SMARTZONE	SMARTZONE MANAGER	0.00%
57	Motorola	ASTRO_SYSTEMS_DROPSHIP	282	Cambium Backhaul Equipment	HF-SSB BUY-IN PRODUCTS	10.00%
58	Motorola	ASTRO_SI	285	Astro SI Training	Infrastructure Training	0.00%
59	Motorola	ASTRO_SI	286	Astro SI Training	SI CUSTOMER TRAINING	0.00%
60	Motorola	XTS_XTL_OTHER	287	PC_SPECIAL APPLICATIONS	PAC-RTVRS	0.00%
61	Motorola	ASTRO_SYSTEMS_INFRA	288	PT_RISK	ALTERNATIVE CHANNEL ENGR SERVI	0.00%
62	Motorola	HW_MAINTENANCE	290	Local Operational Support Services	WARRANTY WRAP	0.00%
63	Motorola	A&E_OTHER_ACCY	291	TWO WAY DROPSHIP ACCY	MOBILE DROPSHIP	20.00%
64	Motorola	HW_MAINTENANCE	293	Demand and Local Device Repair	Device Diagnostics	0.00%
65	Motorola	APX_PORTABLE	305	APX4000XH	APX4000XH	27.00%
66	Motorola	ASTRO_SI	306	SI SITE DESIGN	SI SITE DESIGN	0.00%
67	Motorola	ASTRO_SI	308	SI SYSTEMS RISK	SYSTEMS INTEGRATION SYSTEM DIS	0.00%
68	Motorola	ASTRO_SI	309	SI SYSTEMS RISK	SYSTEMS INTEGRATION STANDARDIZ	0.00%
69	Motorola	ASTRO_SYSTEMS_INFRA	316	Infrastructure Pricing Adjustments	INFRASTRUCTURE SYSTEM DISC APC	0.00%
70	Motorola	ASTRO_SYSTEMS_INFRA	318	Infrastructure Pricing Adjustments	INFRASTRUCTURE MARGIN ADJ	0.00%
71	Motorola	XTS_XTL_OTHER	326	COSMO PT_ASTRO XTS	ASTRO XTS3000 TRUNKED	0.00%
72	Motorola	ASTRO_SYSTEMS_CONSOLES	328	CONTROL CENTERS	CENTRACM II ELECT SP	25.00%
73	Motorola	ASTRO_SYSTEMS_DROPSHIP	329	Buildings & Sites on Wheels	MSI Std Bldg	10.00%
74	Motorola	ASTRO_SUBS_SOFTWARE	332	PC_SOFTWARE SALES	CONV FLASHPORT SUBSCR	27.00%
75	Motorola	ASTRO_MANAGED_SERVICES	348	Astro System Premier	Astro System Premier	0.00%
76	Motorola	ASTRO_SYSTEMS_DROPSHIP	351	Site Equipment	RF Antenna and TX Line	10.00%

State of New Mexico
General Services Department
Purchasing Division

ITB Statewide Price Agreement #: 10-00000-20-00048

Vendor (AH)

Page-3
15.00%

77	Motorola	ASTRO_SYSTEMS_CONSOLES	354	MotoConsole Product	MotoConsole Product	15.00%
78	Motorola	Field_Response_Reporting	357	Gridstone	Gridstone MSI Software Licenses	0.00%
79	Motorola	ASTRO_SYSTEMS_INFRA	358	IP Transport SW	IP TRANSPORT SW	10.00%
80	Motorola	ASTRO_MANAGED_SERVICES	359	MotoConsole Support Svcs	MotoConsole Support Svcs	0.00%
81	Motorola	HW_MAINTENANCE	362	REPLACEMENT PARTS 2-WAY	RPG LOW MID HIGH SRCD	0.00%
82	Motorola	HW_MAINTENANCE	371	REPLACEMENT PARTS 2-WAY	RADIO SUBSCRIPTION SOFTW	0.00%
83	Motorola			TWO WAY TRADITIONAL (Elgin DC)		27.00%
		A&E_OTHER_ACCY	372		SPEAKER MICROPHONES	
84	Motorola	HW_MAINTENANCE	373	Astro System Advanced	Astro System Advanced	0.00%
85	Motorola	XTS_XTL_OTHER	374	PC_ASTRO SPECTRA MOBILE	ASTRO CONSOLETTTE	0.00%
86	Motorola	ASTRO_SYSTEMS_INFRA	377	Site Controllers Legacy	MTC CONTROLLERS	0.00%
87	Motorola	ASTRO_SYSTEMS_INFRA	381	D - Infrastructure	WNG RNC SW	15.00%
88	Motorola	ASTRO_SYSTEMS_INFRA	382	NFM SW	NFM SW	10.00%
89	Motorola	HW_MAINTENANCE	386	Demand and Local Device Repair	Repair Bank	0.00%
90	Motorola	ASTRO_SI	387	Consoles SI	Consoles SI	0.00%
91	Motorola	HW_MAINTENANCE	390	Field Services	System Management	0.00%
92	Motorola	HW_MAINTENANCE	393	Field Services	Contract Administration	0.00%
93	Motorola	HW_MAINTENANCE	395	Devices Essential	ASTRO Device Comprehensive	0.00%
94	Motorola	ASTRO_SYSTEMS_INFRA	405	K Core	K Core	15.00%
95	Motorola	APX_PORTABLE	411	VX P949	VX P949	25.00%
96	Motorola	A&E_OTHER_ACCY	414	TWO WAY TRADITIONAL	VISAR ACCY	0.00%
97	Motorola	ASTRO_SYSTEMS_DROPSHIP	415	TEST EQUIPMENT	Test Equipment	10.00%
98	Motorola	ASTRO_SYSTEMS_DROPSHIP	417	AFTERMARKET SITE EQUIPMENT	RESALE FIXED ACCESS AFTMKT	10.00%
99	Motorola	ASTRO_SYSTEMS_INFRA	424	Master Site Astro HW	MASTER SITE ASTRO HW	15.00%
100	Motorola	ASTRO_SYSTEMS_INFRA	425	L Core	L Core	15.00%
101	Motorola	APX_PORTABLE	426	APX4000_APX2000	APX4000 APX2000	27.00%
102	Motorola	ASTRO_SI	427	SI PASSTHROUGH_ET&S	SI PASSTHROUGH ET S	0.00%
103	Motorola	ASTRO_SUBS_SOFTWARE	430	PC_SOFTWARE SALES	FLASHPORT SFTWR UPGRADE	27.00%
104	Motorola				Astro Device Management Essential	0.00%
		HW_MAINTENANCE	431	Devices Advanced		
105	Motorola	ASTRO_SI	441	SI SITE DESIGN	SPECIAL SERVICE	0.00%
106	Motorola	ASTRO_SYSTEMS_CONSOLES	443	CONTROL CENTERS	MCC 7500	15.00%
107	Motorola	ASTRO_SYSTEMS_INFRA	448	QUANTAR_QUANTRO ANAL	ANALOG QUANTAR	0.00%
108	Motorola	A&E_BATTERIES	453	REPL BATTERIES	CGISS BATTERIES	27.00%
109	Motorola	HW_MAINTENANCE	454	REPLACEMENT PARTS 2-WAY	RNSG INFRA SOURCED	0.00%
110	Motorola	HW_MAINTENANCE	456	REPLACEMENT PARTS 2-WAY	RPG LOW MID HIGH MANU	0.00%
111	Motorola	ASTRO_SYSTEMS_DROPSHIP	457	AFTERMARKET SITE EQUIPMENT	RF Conditioning & Distribution	10.00%
112	Motorola	HW_MAINTENANCE	458	Devices Essential	ASTRO Device Repair	0.00%
113	Motorola	HW_MAINTENANCE	461	Devices Installation Services	Device Installation	0.00%
114	Motorola	APX_MOBILE	466	APX1500	APX1500	27.00%
115	Motorola	ASTRO_SYSTEMS_INFRA	469	NFM HW	NFM HW	15.00%
116	Motorola	APX_PORTABLE	470	SoldierMac	SOLDIER MAC	27.00%
117	Motorola	APX_MOBILE	471	APX4500_APX2500	APX4500 APX2500	27.00%
118	Motorola	ASTRO_SYSTEMS_INFRA	474	MTR3000	MTR2000 CONV INDIRECT	0.00%
119	Motorola				SCHAUMBURG DC ACCESSORIES	20.00%
		A&E_OTHER_ACCY	476	TWO WAY TRADITIONAL		
120	Motorola	APX_PORTABLE	481	APX 6000 Mackinaw	APX 6000 MACKINAW	27.00%

State of New Mexico
General Services Department
Purchasing Division

Vendor (AH)

ITB Statewide Price Agreement #: 10-00000-20-00048

Page-4

121	Motorola	ASTRO_SYSTEMS_INFRA	482	PDR 8000	PDR 8000	15.00%
122	Motorola	ASTRO_SYSTEMS_DROPSHIP	490	DROPSHIP Standardization_System Discount	DROPSHIP SYSTEM DISCOUNT APC	10.00%
123	Motorola	ASTRO_SYSTEMS_INFRA	495	Astro 25 Data Solutions	PDG HARDWARE	15.00%
124	Motorola	ASTRO_SYSTEMS_DROPSHIP	501	Cambium Backhaul Equipment	MICOM-2000	10.00%
125	Motorola	A&E_OTHER_ACCY	505	TWO WAY DROPSHIP ACCY	CALLBOX	5.00%
126	Motorola	ASTRO_SYSTEMS_INFRA	509	QUANTAR_QUANTRO DIG	ASTRO QUANTAR	0.00%
127	Motorola	ASTRO_SYSTEMS_INFRA	512	MTR3000	MTR3000	0.00%
128	Motorola	ASTRO_SYSTEMS_DROPSHIP	515	Services Led Dropship	Services Led Dropship	10.00%
129	Motorola	ASTRO_SYSTEMS_INFRA	524	MOTOBIDGE	MOTOBIDGE	15.00%
130	Motorola	ASTRO_SYSTEMS_INFRA	525	Comparators Legacy	ASTROTAC COMPARATOR	0.00%
131	Motorola	XTS_XTL_OTHER	526	PC_ASTRO SPECTRA MOBILE	ASTRO SPECTRA PLUS	0.00%
132	Motorola	APX_MOBILE	527	APX 6500 Mobile	APX 6500 MOBILE	27.00%
133	Motorola	APX_PORTABLE	536	APX Covert Portable	APX Covert Portable	27.00%
134	Motorola	ASTRO_SYSTEMS_INFRA	537	QUANTAR_QUANTRO DIG	QTAR SZ ASTRO INTELLIRPT	0.00%
135	Motorola	APX_PORTABLE	562	APX7000XE	APX7000XE APXFIRE	27.00%
136	Motorola	XTS_XTL_OTHER	571	Astro Subs Dropship	Astro Subs Dropship	0.00%
137	Motorola	A&E_OTHER_ACCY	577	TWO WAY TRADITIONAL	WARIS ACCESSORIES	0.00%
138	Motorola	APX_PORTABLE	579	APX8000	APX8000	27.00%
139	Motorola	APX_PORTABLE	581	APX8000XE	APX8000XE	27.00%
140	Motorola	ASTRO_SYSTEMS_INFRA	593	MTR3000	MTR2000 TRNK DIRECT	0.00%
141	Motorola	ASTRO_SYSTEMS_INFRA	595	G-Series SW	G-SERIES SW	18.00%
142	Motorola	ASTRO_SUA	613	Consoles SW Maintenance	Consoles SW Maintenance	0.00%
143	Motorola	HW_MAINTENANCE	614	Consoles HW Maintenance	Consoles HW Maintenance	0.00%
144	Motorola	A&E_OTHER_ACCY	619	TWO WAY TRADITIONAL (Elgin DC)	900 DIGITAL ACCESSORIES	27.00%
145	Motorola	ASTRO_SYSTEMS_INFRA	643	Comparators Legacy	MODEMS	15.00%
146	Motorola	A&E_OTHER_ACCY	644	TWO WAY TRADITIONAL (Elgin DC)	CHARGERS/RECONDITIONERS	19.00%
147	Motorola	HW_MAINTENANCE	646	Sonoma Hardware Support	Sonoma Hardware Support	0.00%
148	Motorola	ASTRO_SYSTEMS_INFRA	647	D - Infrastructure	TRUNKED TERMINALS SOFTWA	10.00%
149	Motorola	APX_MOBILE	652	APX6500 Basic product	APX6500 Basic	27.00%
150	Motorola	A&E_OTHER_ACCY	653	MISC ACCY	MISC	0.00%
151	Motorola	APX_PORTABLE	655	APX7000	APX7000	27.00%
152	Motorola	APX_MOBILE	656	APX7500	APX7500	27.00%
153	Motorola	XTS_XTL_OTHER	671	PT_DSKTP PHASEOUT	SUBSCRIBER MARGIN ADJUSTMENT	0.00%
154	Motorola	APX_PORTABLE	673	APX8000H	APX8000H	27.00%
155	Motorola	ASTRO_SYSTEMS_INFRA	675	D-Series Base Radio HW	D-Series Base Radio HW	0.00%
156	Motorola	HW_MAINTENANCE	676	HW Maintenance Video	Video Advanced	0.00%
157	Motorola	ASTRO_SYSTEMS_INFRA	677	D-Series Site Controller HW	D-Series Site Controller HW	0.00%
158	Motorola	XTS_XTL_OTHER	678	PT_LTS2000 TRUNKED	LTS2000 TRNK	0.00%
159	Motorola	ASTRO_SYSTEMS_INFRA	680	D-Series SW	D-Series SW	0.00%
160	Motorola	APX_MOBILE	681	APX8500	APX8500	27.00%
161	Motorola	ASTRO_SYSTEMS_INFRA	704	AME	AME	10.00%
162	Motorola	A&E_OTHER_ACCY	706	TWO WAY TRADITIONAL (Elgin DC)	MOBILE CONSOLE ACCESSORIES	20.00%
163	Motorola	ASTRO_SYSTEMS_DROPSHIP	708	Computers & Monitors	Computers & Monitors	10.00%
164	Motorola	ASTRO_SYSTEMS_INFRA	729	INFRASTRUCTURE UPGRADE	CONV FLASHPORT INFRA	20.00%

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

Vendor (AH)

Page-5
5.00%

165	Motorola	ASTRO_SYSTEMS_CONSOLES	735	Avtec Product	Avtec Product	5.00%
166	Motorola	ASTRO_SUA	738	Avtec Scoutcare	Avtec Scoutcare	0.00%
167	Motorola	ASTRO_SUA	739	Astro SW Maint	ASTRO SUA Completed Contract	0.00%
168	Motorola	ASTRO_SYSTEMS_CONSOLES	740	Outsourced Consoles	MIP 5000	10.00%
169	Motorola	ASTRO_SUA	741	Astro SW Maint	ASTRO SUA Upgrade Operations Completed Contract	0.00%
170	Motorola	A&E_OTHER_ACCY	742	TWO WAY TRADITIONAL (Elgin DC)	PORTABLE AUDIO ACCESSORIES	20.00%
171	Motorola	ASTRO_SYSTEMS_INFRA	743	QUANTAR_QUANTRO DIG	ASTRO RECEIVERS	15.00%
172	Motorola	HW_MAINTENANCE	744	REPLACEMENT PARTS 2-WAY	MISC SUBSCRIBER INFRASTRUCTURE	0.00%
173	Motorola	ASTRO_SUA	745	Astro SW Maint	ASTRO SUA Field Services Completed Contract	0.00%
174	Motorola	HW_MAINTENANCE	746	Services (Non-SI) Training	SUA TRAINING Completed Contract	0.00%
175	Motorola	HW_MAINTENANCE	753	Devices Tech Support	Devices Tech Support	0.00%
176	Motorola	ASTRO_SYSTEMS_CONSOLES	754	Outsourced Consoles	Console Peripherals	10.00%
177	Motorola	APX_PORTABLE	755	APX6000 Basic	APX6000 BASIC	27.00%
178	Motorola	APX_PORTABLE	756	APX6000XE	APX6000XE	27.00%
179	Motorola	APX_MOBILE	757	APX4500 Li	APX4500 Li	27.00%
180	Motorola	APX_MOBILE	761	APX7500	APX 7500 CONSOLETTTE	27.00%
181	Motorola	HW_MAINTENANCE	769	Field Services	Preventive Maintenance	0.00%
182	Motorola	ASTRO_SUA	771	Devices and Accessories SMA	Devices and Accessories SMA	0.00%
183	Motorola	HW_MAINTENANCE	772	Infrastructure Tech Support	Astro Infrastructure Tech Support	0.00%
184	Motorola	XTS_XTL_OTHER	775	MANTARAY EXPRESS LOW TIER MOBILE	XTL1500 7 800	0.00%
185	Motorola	A&E_OTHER_ACCY	785	TWO WAY TRADITIONAL (Elgin DC)	CHARGERS RECONDITIONERS	20.00%
186	Motorola	ASTRO_SYSTEMS_INFRA	786	D - Infrastructure	AIR TIME ACCUMULATOR	0.00%
187	Motorola	A&E_OTHER_ACCY	795	TWO WAY TRADITIONAL (Elgin DC)	GP P110 ACCESSORIES	20.00%
188	Motorola	A&E_OTHER_ACCY	796	TWO WAY TRADITIONAL	VISAR ACCESSORIES MT PL	0.00%
189	Motorola	A&E_BATTERIES	798	REPL BATTERIES	ABC BATTERY PROGRAM	0.00%
190	Motorola	ASTRO_SYSTEMS_DROPSHIP	800	Cambium Backhaul Equipment	WIRELESS VALLEY MAINTENANCE	10.00%
191	Motorola	HW_MAINTENANCE	813	Devices Essential	Accessories SFS Comprehensive	0.00%
192	Motorola	HW_MAINTENANCE	814	Security Services	Astro CyberSecurity	0.00%
193	Motorola	HW_MAINTENANCE	816	Devices Essential	Accessories Essential	0.00%
194	Motorola	ASTRO_SUA	823	Astro SW Maint	Astro SUA & SMA	0.00%
195	Motorola	ASTRO_SYSTEMS_INFRA	824	SUA POC	SUA POC	0.00%
196	Motorola	ASTRO_POC	833	G&PS Astro SI POC OLD	SI SITE CONSTRUCTION	0.00%
197	Motorola	APX_PORTABLE	837	APX1000	APX1000	27.00%
198	Motorola	ASTRO_SYSTEMS_DROPSHIP	856	Buildings & Sites on Wheels	MOTOROLA ALTERNATIVE BUILDING	10.00%
199	Motorola	EMERGING_SOLUTIONS	870	PD_IRRIGATION	IRRIGATION PRODUCTS	10.00%
200	Motorola	ASTRO_SI	872	SI ET&S Vendors	SI ET&S VENDORS	0.00%
201	Motorola	ASTRO_SI	874	SI Third Party Vendors	SI THIRD PARTY VENDORS	0.00%
202	Motorola	ASTRO_SYSTEMS_INFRA	877	Master Site Astro SW	MASTER SITE ASTRO SW	18.50%
203	Motorola	ASTRO_SYSTEMS_DROPSHIP	881	Cambium Backhaul Equipment	POWERLINE LV	10.00%
204	Motorola	HW_MAINTENANCE	882	Field Services	On-site Field Services	0.00%

State of New Mexico
 General Services Department
 Purchasing Division

Vendor (AH)

ITB Statewide Price Agreement #: 10-00000-20-00048

205	Motorola	HW_MAINTENANCE	900	Infrastructure Repair Services	T&M System Repair	0.00%
206	Motorola	A&E_OTHER_ACCY	903	BUSINESS LIGHT ACCY	RBR ACCY	0.00%
207	Motorola	ASTRO_SYSTEMS_DROPSHIP	904	Cambium Backhaul Equipment	Point to Multipoint	10.00%
208	Motorola	ASTRO_SYSTEMS_DROPSHIP	906	MW Backhaul & Channel Banks & Freq Std	Time and Frequency Systems	10.00%
209	Motorola	ASTRO_SYSTEMS_DROPSHIP	908	Cambium Backhaul Equipment	DROPSHIP LICENSE POINT TO POIN	10.00%
210	Motorola	HW_MAINTENANCE	929	Infrastructure Repair Services	ASTRO Repair	0.00%
211	Motorola	HW_MAINTENANCE	943	Services (Non-SI) Training	Training	0.00%
212	Motorola	ASTRO_SYSTEMS_DROPSHIP	947	Cambium Backhaul Equipment	RAD	10.00%
213	Motorola	HW_MAINTENANCE	948	Infrastructure Repair Services	Local System Repair	0.00%
214	Motorola	ASTRO_SYSTEMS_DROPSHIP	963	Cambium Backhaul Equipment	TUT	10.00%
215	Motorola	HW_MAINTENANCE	964	PCR System Essential & Advanced	PCR System Essential	0.00%
216	Motorola	ASTRO_SYSTEMS_INFRA	967	D - Infrastructure	PRIV SYS INTLNOC RELEASE	0.00%
217	Motorola	HW_MAINTENANCE	969	Security Services	Astro SUS Patching	0.00%
218	Motorola	HW_MAINTENANCE	972	PERFORMANCE SERVICES	ASTRO Network Performance	0.00%
219	Motorola	HW_MAINTENANCE	978	Demand and Local Device Repair	T&M Device Repair	0.00%
220	Motorola	ASTRO_SYSTEMS_DROPSHIP	980	Computers & Monitors	Third Party Astro Data Applications	0.00%
221	Motorola	HW_MAINTENANCE	984	Infrastructure Tech Support	Software Installs	0.00%
222	Motorola	HW_MAINTENANCE	986	REPLACEMENT PARTS 2-WAY	LEGACY SUBSCRIBER	0.00%
223	Motorola	HW_MAINTENANCE	988	Infrastructure Repair Services	Non-MSI Serviceable Item	0.00%

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

**Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.*

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	Motorola	Radio	007	EVX-S24	EVX-S24	25%-30%
2.	Motorola	TRBO	018	CP Portfolio	CP Portfolio	25%-30%
3.	Motorola	TRBO	019	PM/CM Portfolio	PM/CM Portfolio	25%-30%
4.	Motorola	Portable Radios	037	TRBO Radio Portfolio	TRBO Radio Portfolio	25%-30%
5.	Motorola	Mobile Stations	038	MotoTRBO	MotoTRBO	25%-30%
6.	Motorola	LTE Systems Dropship	055	LTE Switch Routers	LTE Switch Routers	10%
7.	Motorola	Portable Radios	087	TRBO Radio Portables	TRBO Radio Portables	25%-30%
8.	Motorola	Pagers/Receivers	136	Minitor Products	Minitor Products	15%
9.	Motorola	Portable Radios TRBO	158	TRBO Radio CP Portfolio	TRBO Radio CP Portfolio	25%-30%
10.	Motorola	Portable Radios APX Accessories	187	APX Portable Accessories	APX Portable Accessories	27%
11.	Motorola	Mobiles	189	Mobile Accessories	Mobile Accessories	20%
12.	Motorola	MotoTRBO	421	Application Partner Programs	Application Partner Programs	0%
13.	Motorola	MotoTRBO	422	Infrastructure	Infrastructure	10%-15%
14.	Motorola	MotoTRBO	433	MotoTRBO High Tier Repeater	MotoTRBO High Tier Repeater	15%-30%
15.	Motorola	Professional Commercial Radio	435	Capacity Max Hardware	Capacity Max Hardware	20%
16.	Motorola	Professional Commercial Radio	449	Capacity Max Software License	Capacity Max Software License	20%
17.	Motorola	Pagers/Receivers	452	Pagers	Pagers	15%
18.	Motorola	Dispatch	454	Audio Accessories	Audio Accessories	15%
19.	Motorola	Fixed Station	457	Infrastructure Antennas	Infrastructure Antennas	20%
20.	Motorola	Professional Commercial Radio	475	MotoTRBO Trunking Mobile	MotoTRBO Trunking Mobile	25%-30%
21.	Motorola	MotoTRBO	478	MotoTRBO Mid Tier Repeater	MotoTRBO Mid Tier Repeater	15%-30%
22.	Motorola	Mobiles	484	MotoTRBO	MotoTRBO	25%-30%
23.	Motorola	Dispatch	520	Wave Technology	Wave Technology	0%
24.	Motorola	MotoTRBO	521	MotoTRBO Low Tier Repeater	MotoTRBO Low Tier Repeater	15%-30%
25.	Motorola	Accessories	271	Carry Cases	Carry Cases	15%
26.	Motorola	Fixed Station	273	Analog Comparator	Analog Comparator	10%

Vendor (AH)

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

Page-2

27.	Motorola	Accessories	291	Mobile Dropship	Mobile Dropship	10%
28.	Motorola	Vertex	301	Vertex Parts	Vertex Parts	10%
29.	Motorola	Wave PTT	336	Wave on Cloud 3 rd Party Services - Recurring	Wave on Cloud 3 rd Party Services - Recurring	0%
30.	Motorola	Professional Commercial Radio	345	Low Tier Business Radio	Low Tier Business Radio	25%-30%
31.	Motorola	MotoTRBO	356	MotorTRBO Anywhere Gateway	MotorTRBO Anywhere Gateway	10%
32.	Motorola	MotoTRBO	346	MotorTRBO Anywhere License	MotorTRBO Anywhere License	10%
33.	Motorola	Pagers/Receivers	361	Paging	Paging	15%
34.	Motorola	Accessories	372	Speaker Microphones	Speaker Microphones	27%
35.	Motorola	Professional Commercial Radios	401	Digital Portable	Digital Portable	25%-30%
36.	Motorola	Wave PTT Wave on Cloud Product	583	Wave on Cloud 3 rd Party Hardware and Software	Wave on Cloud 3 rd Party Hardware and Software	0%
37.	Motorola	Portable Radios	626	TRBO Radio PR Portfolio	TRBO Radio PR Portfolio	25%-30%
38.	Motorola	Wave PTT	642	Wave on Cloud MSI Hardware	Wave on Cloud MSI Hardware	10%
39.	Motorola	MotoTRBO Radios	777	Portables	Portables	25%-30%
40.	Motorola	Portable Radios - Misc Accessories	785	APX Accessories	APX Accessories	27%
41.	Motorola	LTE	790	LTE LEX 11	LTE LEX 11	0%
42.	Motorola	Professional Commercial Radio	794	Professional Fixed Equipment	Professional Fixed Equipment	15%
43.	Motorola	Portable Radios	795	Misc APX Accessories	Misc APX Accessories	27%
44.	Motorola	Portable Radios	798	Misc APX Accessories	Misc APX Accessories	27%
45.	Motorola	Professional Commercial radio	807	Subscribers	Subscribers	25%-30%
46.	Motorola	Professional Commercial radio	819	VX-261	VX-261	25%-30%
47.	Motorola	Professional Commercial radio	821	Limited Display Keypad Subscriber	Limited Display Keypad Subscriber	25%-30%
48.	Motorola	Portable Radios	837	Misc APX Accessories	Misc APX Accessories	27%
49.	Motorola	Accessories	849	Other Consumer Accessories	Other Consumer Accessories	15%-27%
50.	Motorola	Professional Commercial radio	871	Full Display Keypad Subscriber	Full Display Keypad Subscriber	25%-30%
51.	Motorola	Dispatch	892	Wave Technology	Wave Technology	0%

Vendor (AH)

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

52.	Motorola	Mobiles	922		CM200/300	25%-30%

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Vendor (AJ)

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

**Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.*

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	KNG2 PORTABLE (RADIO ONLY)	40%
2.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	KNG MOBILES (RADIO ONLY)	35%
3.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	KNG SERIES ACCESSORIES	35%
4.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	BKR SERIES PORTABLE (RADIO ONLY)	30%
5.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	BKR SERIES ACCESSORIES	30%
6.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	BKR SERIES FEATURE UPGRADES	50%
7.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	RAW/LEGACY/REPLACEMENT PARTS	10%
8.	BK TECHNOLOGIES	LMR RADIO		CURRENT CATALOG	ALL OTHER ITEMS	25%
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Vendor (AK)

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

Page-1

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

**Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.*

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	JVCKendwood	Land Mobile Radios			Land Mobile Radios	30
2.	JVCKendwood	Land Mobile Radios			Radio Accessories	30
3.	JVCKendwood	Repeater & Accessories.			Repeater, Accessories & Systems	20
4.	EFJohnson	Repeater & Accessories.			Repeater, Accessories & Systems	20
5.	EFJohnson	Land Mobile Radios			Land Mobile Radios	20
6.	Zetron					10
7.	Telex					10
8.	Pyramid Comm.					10
9.	Talley Comm.					10
10.	Generic				VHF, UHF, 800 Antenna Kits	0
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Certificate Of Completion

Envelope Id: 5F2F624250994FC98BAB0585B5284915
 Subject: GSD/SPD Procurement#: 10-00000-20-00048
 Source Envelope:
 Document Pages: 58
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:
 Raelynn Lujan
 13 Bataan Blvd
 Santa Fe, NM 87508
 Raelynn.Lujan@state.nm.us
 IP Address: 164.64.63.2

Record Tracking

Status: Original 11/13/2020 1:51:22 PM	Holder: Raelynn Lujan Raelynn.Lujan@state.nm.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO State of New Mexico GSD-SPD	Location: DocuSign

Signer Events

Raelynn Lujan
 raelynn.lujan@state.nm.us
 New Mexico General Services
 Security Level: Email, Account Authentication
 (None)

Signature

RL

 Signature Adoption: Pre-selected Style
 Using IP Address: 73.26.157.179

Timestamp

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 Viewed: 11/13/2020 1:56:20 PM
 Signed: 11/13/2020 1:56:27 PM

Electronic Record and Signature Disclosure:

Accepted: 6/26/2020 4:27:38 PM
 ID: 6aae9b5a-2aef-4297-a7b0-359c22309d31

Travis Dutton- Leyda
 Travis.Dutton-Leyda@state.nm.us
 IT & Construction Bureau Chief
 New Mexico General Services, State Purchasing
 Division
 Security Level: Email, Account Authentication
 (None)

JD

 Signature Adoption: Pre-selected Style
 Using IP Address: 67.164.144.62

Sent: 11/13/2020 1:56:32 PM
 Viewed: 11/13/2020 1:57:02 PM
 Signed: 11/13/2020 1:57:11 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Valerie Paulk
 valerie.paulk@state.nm.us
 State Purchasing Agent
 New Mexico General Services
 Signing Group: 35000 - State Purchasing Agent
 Security Level: Email, Account Authentication
 (None)

Valerie Paulk

 Signature Adoption: Pre-selected Style
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 Signed using mobile

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 Signed: 11/13/2020 2:01:56 PM

Electronic Record and Signature Disclosure:

Accepted: 5/29/2020 9:40:59 AM
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	11/13/2020 1:58:45 PM
Signing Complete	Security Checked	11/13/2020 2:01:56 PM
Completed	Security Checked	11/13/2020 2:01:56 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

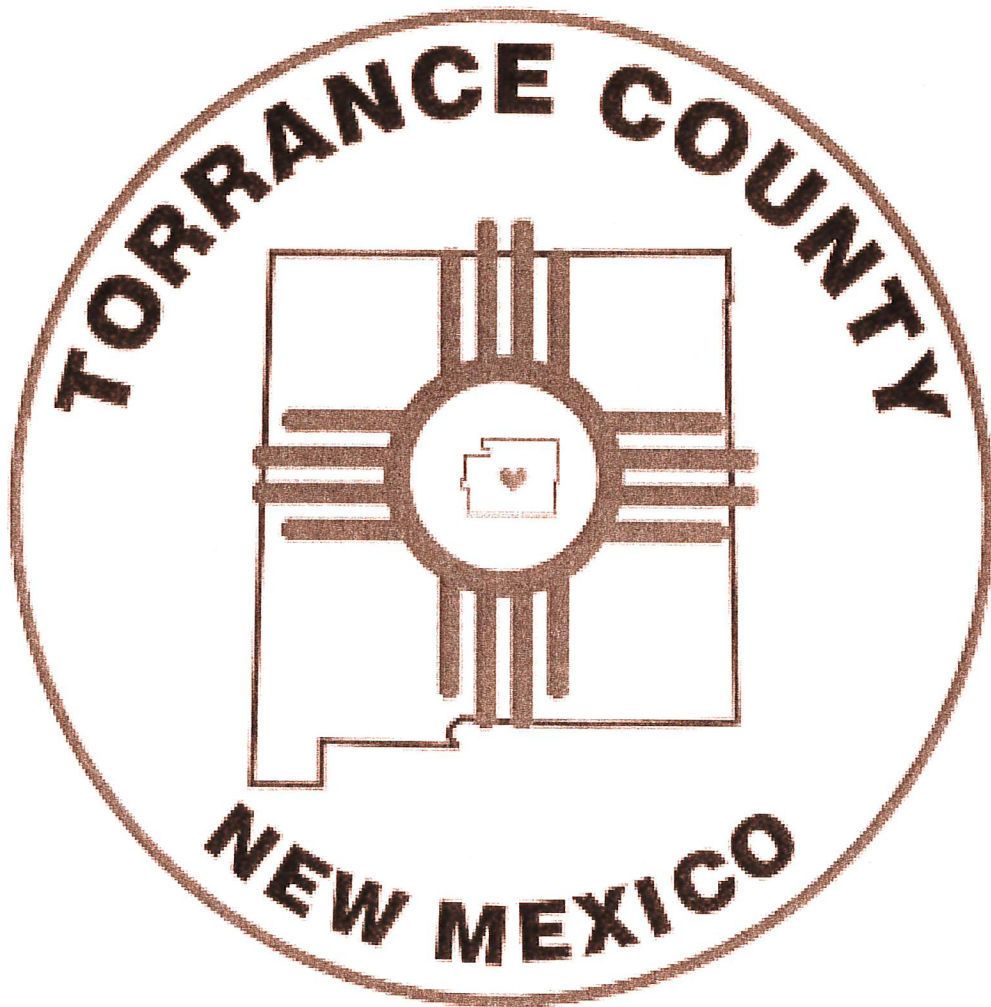
K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

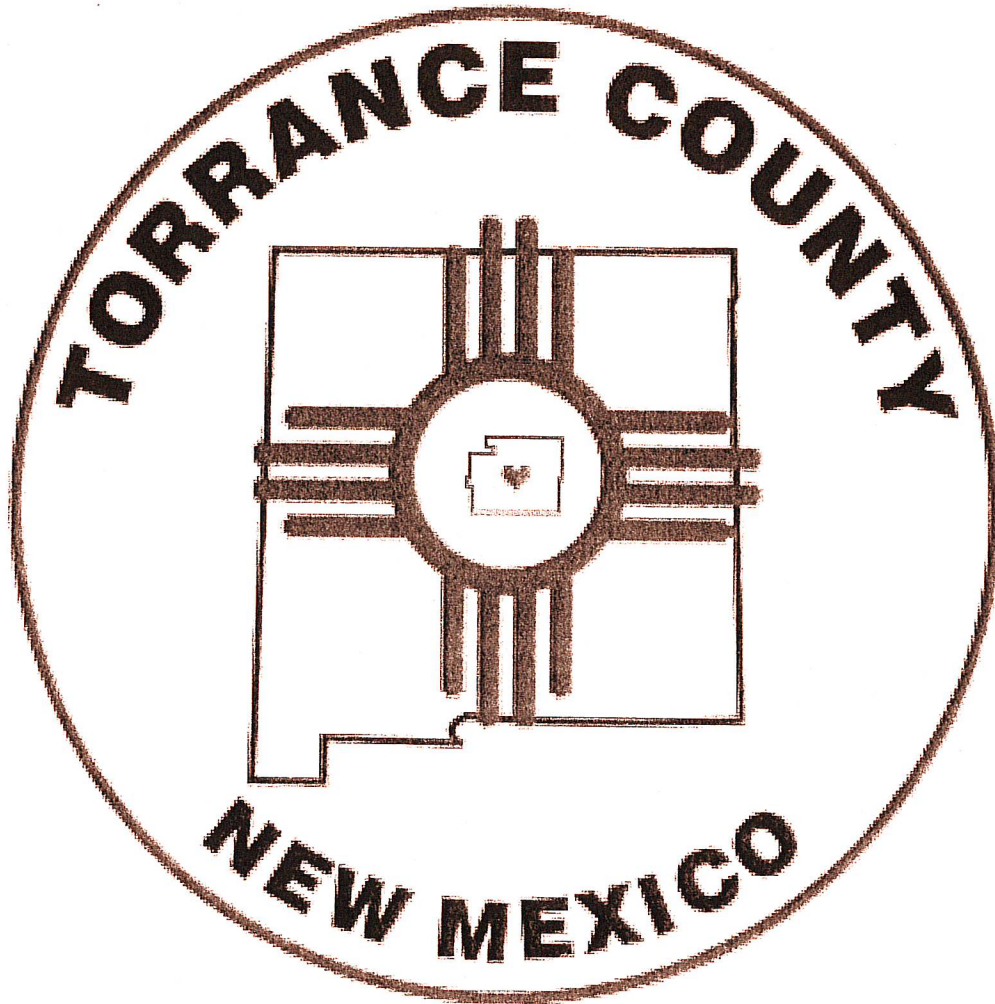
By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.





*Agenda Item
No. 12-B*



Agenda Item
No. 12-C

PROFESSIONAL SERVICES CONTRACT FOR TORRANCE COUNTY

DWI Prevention Consultant

THIS AGREEMENT is made and entered into by and between the County of Torrance, hereinafter referred to as the "County" and **PREVENTION WORKS CONSULTING, LLC**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall provide the services as a certified DWI Prevention Consultant, and shall conduct consultation, approval, provide assistance to the DWI Coordinator and staff as follows:

I. Provide a comprehensive assessment and evaluation of the Torrance County DWI Prevention Program:

- 1. Develop from archival data sources for current fiscal year Torrance County Prevention Needs Assessment that includes:**
 - a) What is a Community Needs Assessment
 - b) How to Use this Needs Assessment
 - c) The State of Health in New Mexico
 - d) About Torrance County
 - e) U.S. Census Bureau Torrance County, New Mexico
 - f) Alcohol Use U.S.
 - g) New Mexico Alcohol Use Landscape
 - h) NM Counties Alcohol Crash Deaths Comparisons
 - i) Torrance County Risk Factors
 - j) Torrance County NM DOH IBIS Report Relevant Data
 - k) NM Local DWI Programs Successes
 - l) New Mexico Youth Risk and Resiliency Survey High School 2019
 - m) Torrance County Grades 9-12 YRRS Relevant Data
 - n) New Mexico Youth Risk and Resiliency Survey Middle School 2019
 - o) Torrance County Grades 6-8 YRRS Relevant Data
 - p) Torrance BHP Assessment Data Analysis
 - q) Comparisons of the 2019 High School and Middle School YRRS Data
 - r) Trends
 - s) Next Steps
 - t) Appendices

Completed by February 28, 2022

II. Work with the Torrance County DWI Prevention Program Coordinator to continue development of an updated prevention plan to address gaps and needs in the Torrance County Community including:

2. Develop a Torrance County DWI Program Prevention Metrics that includes:

- a) Metric 1 - NIDA Guiding Principles
- b) Metric 2 - Health Promotion - Prevention Theories
- c) Metric 3 - National Prevention Strategy
- d) Metric 4 - SAMHSA Strategic Prevention Framework SPF

Completed by March 31, 2022

3. Develop a Torrance County DWI Program Prevention Logic Model that includes:

- a) Goals: Behaviors and Related Problems.
- b) Risk and Protective Factors.
- c) Interventions.
- d) Short-term Outcomes.
- e) Long-term Outcomes

Completed by March 31, 2022

4. Develop a Torrance County Prevention Programs Return on Investment analysis based on:

- a) SAMHSA: Miller, T. and Hendrie, D. Substance Abuse Prevention Dollars and Cents: A Cost-Benefit Analysis, DHHS Pub. No. (SMA) 07-4298. Rockville, MD: Center for Substance Abuse Prevention, Substance Abuse and Mental Health Services Administration, 2008.

Completed by March 31, 2022

III. Develop a Torrance County Final DWI Program Prevention Summary and Recommendations.

- 5. Develop a Power Point presentation of the Needs Assessment Highlights and Gaps in data to present to the community, planning council members, and stakeholders.

Completed by April 30, 2022

- 6. Attend 1-2 meetings via Zoom or in person, if possible, of the Torrance County DWI Planning Council.
- 7. Review effectiveness of activities implemented through a quality improvement process by providing Coordinator post program surveys and evaluating results.

V. Per DFA's guidelines and requirements, the Sr. Certified Prevention Consultant shall also serve as Torrance County's Certified Prevention Specialist.

- 1. The Sr. Certified Prevention Consultant shall assist as needed with program implementation, fidelity to implementation guidelines of the prevention program(s),

successes & barriers to program implementation, ROI strategies, technical assistance on social health marketing campaign, technical assistance on direct services prevention program, issues with data collection protocol, participant retention, and capacity building.

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$1,250.00 per month. This amount is a maximum.

The Torrance County DWI Program shall pay to the Contractor in equal monthly amounts full payment for services satisfactorily performed with such compensation not to exceed (\$1,250.00).

This Agreement will be effective from November 10, 2021, through June 30, 2022.

Contractor Credentials and Experience:

1. Sr. Certified IC&RC Prevention Credential (copy attached).
2. Master's Degree in Substance Abuse Prevention Science (copy attached).
3. 15 years' experience in SAMHSA's Strategic Prevention Framework.
4. 20 years' experience in Program Development.
5. Experience in developing and implementing Social Health Education Campaigns
6. Experience in developing Community Assessments
7. Experience in creating and developing a Strategic Plan
8. Experience in facilitation and training in Prevention
9. Experience in providing training of SAMHSA's SPF Model
10. Experience in developing, disseminating, and implementing evidence-based curriculums, community guides, and toolkits.

Providing, within thirty (30) calendar days of the conclusion of the hearing, or submittal of past arbitration briefs, written findings of fact and conclusions of law and final decisions.

2. Compensation.

For performing the Services specified in Section 1 of this Agreement, the County agrees to pay Contractor \$1,250.00 per month, inclusive of all salary, supplies, mileage/per-diem, telephone allowance, administrative costs, and New Mexico Gross Receipts Tax. Compensation will be disbursed as follows: Contractor will provide a detailed invoice describing services provided and will be compensated at the rate of \$1,250.00 per month, inclusive of New Mexico Gross Receipts Tax, following the end of professional services.

Such amount shall be payable monthly upon the submission and approval of an invoice for Torrance County Manager's Office. Payments to Contractor shall be made as determined by the budgetary and fiscal guidelines by the County. The County will send payment within 45 days to the County's receipt of the invoice to:

Contractor: Prevention Works Consulting, LLC
Frank G. Magourilos, MPS, CPS, SCPS

Address: 4909 Summersville Dr. NW

City, State, Zip: Albuquerque, NM 87120

THE FINAL INVOICE MUST BE RECEIVED BY THE TORRANCE COUNTY MANAGER'S OFFICE NO LATER THAN JUNE 15 OF THE CURRENT FISCAL YEAR. INVOICES RECEIVED AFTER SUCH DATE WILL NOT BE PAID.

3. **Term.**

This professional services agreement is effective and binding upon the last executed signature through June 30, 2022. Torrance County reserves the right to automatically renew this contract on July 1st of the new fiscal year, for up to three (3) additional one (1) year terms as provided by this Contract or law and with the concurrence of contractor. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 131-150 NMSA 1978. This procurement shall result in a single source award.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES

CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

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

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor

is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

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

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern, and that venue will lie in the Seventh Judicial District Court in Torrance County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

20. Disclaimer and Hold Harmless.

Torrance County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Torrance County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Torrance County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

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

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any

Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice

of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting. The Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the County of Torrance against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Torrance based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Torrance for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Torrance shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

35. Professional Liability Insurance.

Contractor agrees to maintain in full force throughout the duration of the Agreement a professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

36. Contractor's Payment of Property Taxes.

Contractor acknowledges that County has established a policy of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Contract.

37. Termination For Failure to Comply with All County Tax Requirements.

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure a tax delinquency within 10 days of notice shall be grounds upon which County may terminate this Contract.

38. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

County: Janice Y. Barela, County Manager // PO Box 48// Estancia, NM
87016

Contractor: Prevention Works Consulting, LLC // Frank G. Magourilos, MPS,
CPS, SCPS // 4909 Summersville Dr. NW // Albuquerque, NM 87120

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

By: _____ Date: _____
Contractor

Printed Name: Prevention Works Consulting, LLC
Frank G. Magourilos, MPS, CPS, SCPS

Address: 4909 Summersville Dr. NW Albuquerque, NM 87120

By: _____ Date: _____
Torrance County Manager

Printed Name: Janice Y. Barela

Address: 205 S Ninth Street, Estancia, NM 87016

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 10th day of November 2021.

Ryan Schwebach
Chairman, District II

Kevin McCall
Commissioner, District I

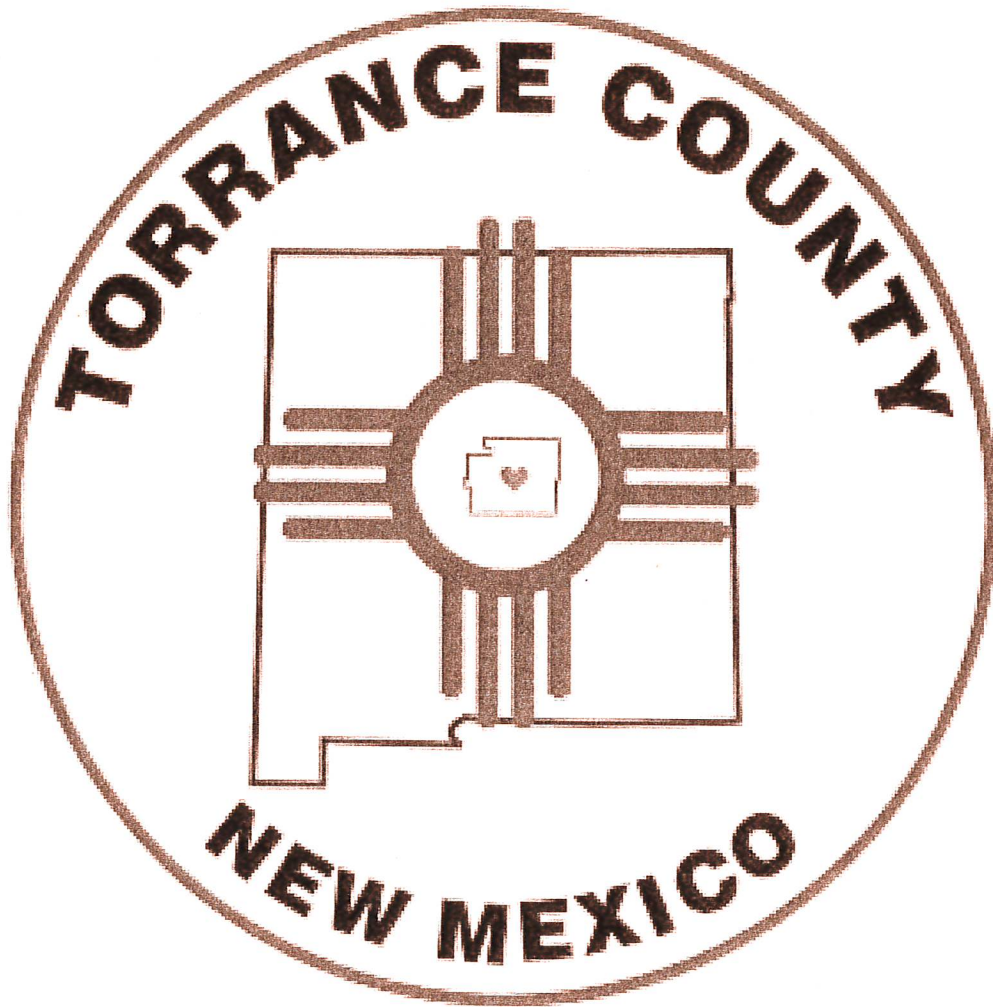
LeRoy Candelaria
Commissioner, District III

Approved as to form:

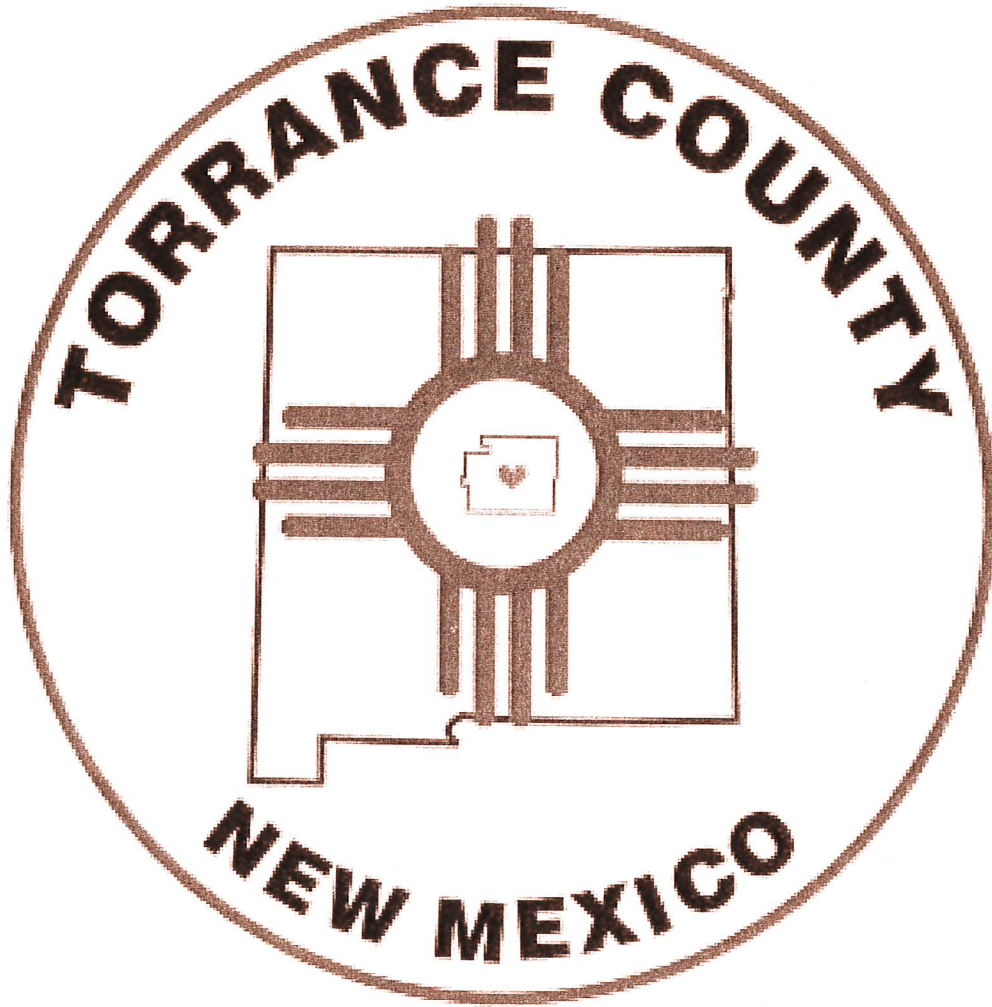
John M. Butrick
County Attorney

Attest:

Yvonne Otero
Torrance County Clerk



*Agenda Item
No. 12-D*



*Agenda Item
No. 12-E*



*Agenda Item
No. 12-F*

PROFESSIONAL SERVICES CONTRACT FOR TORRANCE COUNTY

Grievance Hearing Officers RFP TC-FY22-01

THIS AGREEMENT is made and entered into by and between the County of Torrance, hereinafter referred to as the "County" and **ROBERT F. CURTIS**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The successful Offeror shall provide the services as a Hearing Officer, and shall conduct administrative hearings at the final administrative level that are related to disciplinary action and the application of the County's Personnel Ordinance as follows:

1. Grievances involving interpretation of the County of Torrance's Personnel Ordinance; and
2. Grievances involving disciplinary actions of suspension, demotion, and dismissal of employees arising from the County's Personnel Ordinance.
3. Other related services required of the successful Offeror(s):
 - a. Scheduling of hearings.
 - b. Conducting any necessary pre-hearing conferences;
 - c. Conducting full evidentiary hearings; and

Providing, within thirty (30) calendar days of the conclusion of the hearing, or submittal of past arbitration briefs, written findings of fact and conclusions of law and final decisions.

2. Compensation.

For performing the Services specified in Section 1 of this Agreement, the County agrees to pay Contractor on a monthly basis per the attached Cost Response Form per hour, inclusive of all salary, supplies, mileage/per-diem, telephone allowance, and administrative costs, plus applicable New Mexico Gross Receipts Tax. Compensation will be disbursed as follows: Contractor will provide a detailed invoice for services provided and will be compensated per the Cost Response Form, plus New Mexico Gross Receipts Tax, following the end of professional services.

Such amount shall be payable monthly upon the submission and approval of an invoice for Torrance County Manager's Office. Payments to Contractor shall be made as determined by the budgetary and fiscal guidelines by the County. The County will send payment within 45 days to the County's receipt of the invoice to:

Contractor: Robert F. Curtis
Address: 3120 W. Carefree Hwy., Ste. 1-332
City, State, Zip: Phoenix, AZ 85086

THE FINAL INVOICE MUST BE RECEIVED BY THE TORRANCE COUNTY MANAGER'S OFFICE NO LATER THAN JUNE 15 OF THE CURRENT FISCAL YEAR. INVOICES RECEIVED AFTER SUCH DATE WILL NOT BE PAID.

3. **Term.**

This professional services agreement is for one (1) year from the date of award. This professional services contract will be for one year, with an automatic renewal. However, Torrance County reserves the right to renew this contract for up to three (3) additional one (1) year terms as provided by this Contract or law and with the concurrence of contractor. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 131-150 NMSA 1978. This procurement may result in a multiple source award.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. **Termination Management.** Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds

under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

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

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

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

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The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

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The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

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In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern, and that venue will lie in the Seventh Judicial District Court in Torrance County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

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The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

20. Disclaimer and Hold Harmless.

Torrance County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Torrance County harmless from all loss, damage, and injury, including court costs and attorney

fees, incurred by Torrance County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

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

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If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

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If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal

contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting. The Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Incorporation and Order of Precedence.

Request for Proposals No. TC-FY22-01 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the County of Torrance against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Torrance based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Torrance for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Torrance shall:

- i. give the contractor prompt written notice of any claim;

ii. allow the contractor to control the defense or settlement of the claim; and

iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

i. provide a procuring agency of the County the right to continue using the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or

iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

36. Professional Liability Insurance.

Contractor agrees to maintain in full force throughout the duration of the Agreement a professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

37. Contractor's Payment of Property Taxes.

Contractor acknowledges that County has established a policy of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Contract.

38. Termination For Failure to Comply with All County Tax Requirements.

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure a tax delinquency within 10 days of notice shall be grounds upon which County may terminate this Contract.

39. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Janice Y. Barela, County Manager // PO Box 48// Estancia, NM
87016

To the Contractor: Robert F. Curtis // 3120 W. Carefree Hwy., Ste. 1-332 // Phoenix,
AZ 85086

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

By: _____ Date: _____
Contractor

Printed Name: Robert F. Curtis

Address: 3120 W. Carefree Hwy., Ste. 1-332, Phoenix, AZ 85086

By: _____ Date: _____
Torrance County Manager

Printed Name: Janice Y. Barela

Address: 205 S Ninth Street, Estancia, NM 87016

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 27th day of October, 2021.

Ryan Schwebach
Chairman, District II

Kevin McCall
Commissioner, District I

LeRoy Candelaria
Commissioner, District III

Approved as to form:

John M. Butrick
County Attorney

Attest:

Yvonne Otero
Torrance County Clerk

**APPENDIX C
COST RESPONSE FORM**

**RFP TC-FY22-01
Grievance Hearing Officers**

State gross receipts and local option taxes (if any) shall not be included in the Total Proposed Cost.
Such Taxes shall not be separately reimbursed by the County.

OFFEROR NAME: _____



Robert F. Curtis

TOTAL PROPOSED ANNUAL COST⁴ \$8,200.00

⁴ This proposed cost is based upon a one day hearing each year. Any additional hearings will be charged pursuant to the fees identified on page 21 of this RFP.

Grievance Hearing Officer Fees

The below identified costs are provided on a cost per hearing basis. Additional costs associated with travel expenses will be provided upon request.

Fees:

Hearing: \$1,500.00 per day.

A Hearing Day is defined as any portion of an eight-hour day.

Pre-Hearing Conference: \$200.00 per hour

Travel: \$1,500.00

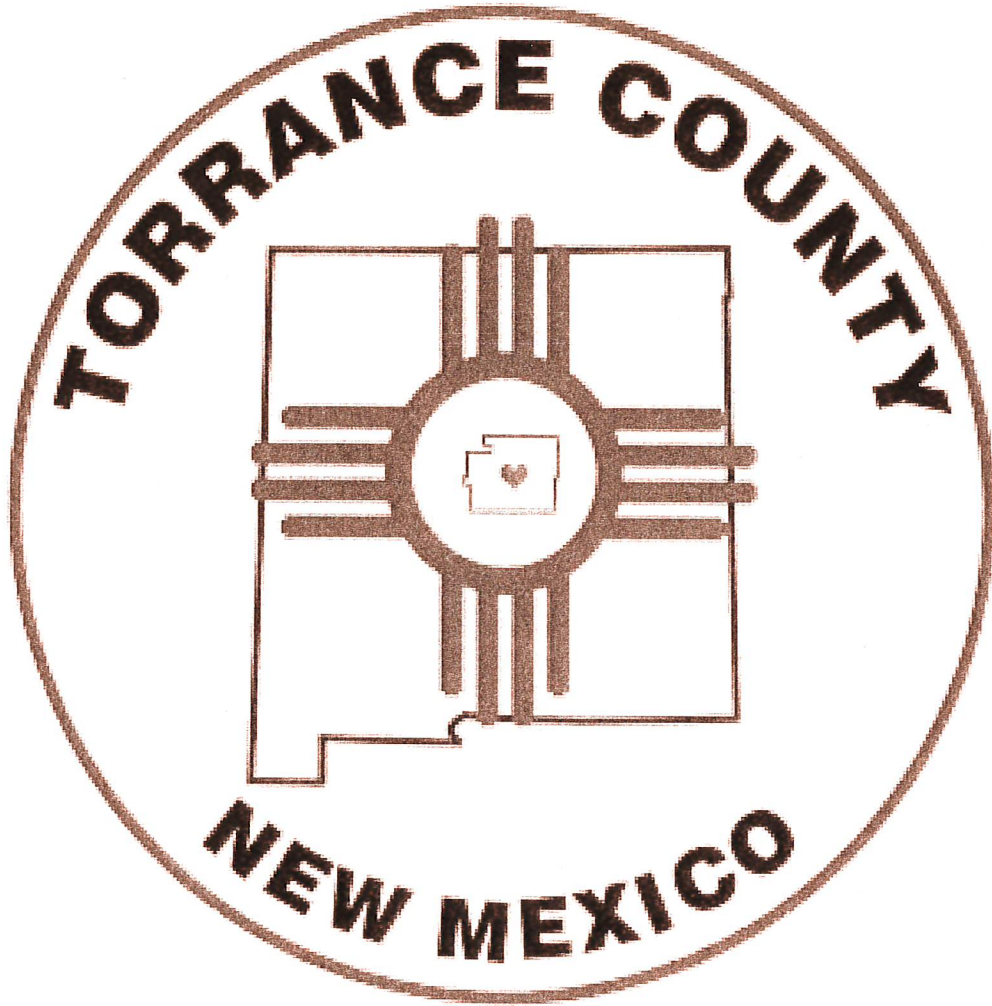
Includes all travel to and from home location.

Review of Record and Post-Hearing Briefs: \$200.00 per hour

Research: \$200.00 per hour

Writing Award: \$200.00 per hour

Expenses: The Respondent shall charge travel expenses e.g., Air Fare from Phoenix, AZ to Albuquerque, NM, ground transportation from Albuquerque to hearing locations in Torrance County, parking fees, lodging and meals. Receipts shall be provided upon request.



*Agenda Item
No. 12-G*

2022 TORRANCE COUNTY

Admin Employee Calendar



Pay Period Ends

Payday

Holidays/Admin Observed

1/2 Day Holidays

Commission Meetings

Safety Meetings

Planning & Zoning Meetings

Road Ready Safe Driving Course

CPR/AED Class

January

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2022 TORRANCE COUNTY

First Responder Employee Calendar



Pay Period Ends

Payday

Holidays/Emergency First Responder

1/2 Day Holidays

Commission Meetings

Safety Meetings

Planning & Zoning Meetings

Road Ready Safe Driving Course

CPR/AED Class

January

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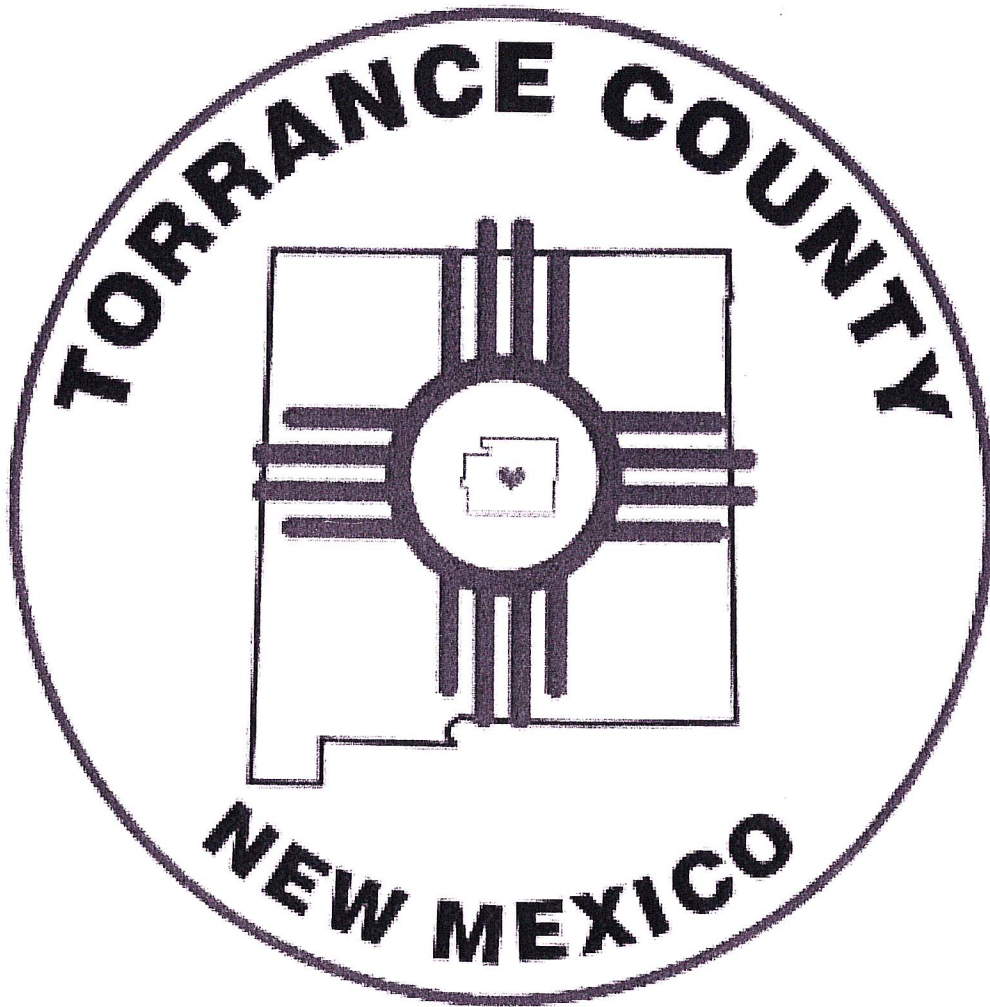
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*Agenda Item
No. 12-H*

PUBLIC HEARING FOR APPEAL

**RICHARD M. STRAHLEM
APPEAL TO THE TORRANCE COUNTY BOARD OF COUNTY COMMISSIONERS
TO REVERSE THE DECISION OF THE PLANNING & ZONING BOARD DENIAL
OF A CONDITIONAL USE PERMIT TO OPERATE A COMMERCIAL GREENHOUSE
AT LOT 4 MISSION HILLS SUBDIVISION BEING 13 DEER RUN COURT**

List of Exhibits

Appellant Exhibits:

Exhibit A, Richard Strahlem Appeal Application package submitted Oct. 20, 2021.

Exhibit B, Excerpts from the Torrance County Zoning Ordinance.

Exhibit C, NM Office of the State Engineer well permit.

Exhibit D, Sacramento News & Review article about cannabis water requirements.

Exhibit E, Article from East Mountain Telegraph about medical cannabis action.

Staff Exhibits:

Exhibit 1: Strahlem application for Conditional Use Permit submitted to P&Z Board Sept. 2, 2021 for greenhouse operation.

Exhibit 2: Public Notice for Oct. 6, 2021 P&Z Board meeting re: Conditional Use for greenhouse operation.

Exhibit 3: Draft minutes of the Oct. 6, 2021 P&Z Board meeting.

Exhibit 4: Written opposition to Richard Strahlem's application for Conditional Use.

Exhibit 5: Restrictive covenant of the Mission Hills subdivision provided by the Opposition.

Exhibit 6: Public Notice for the Nov. 10, 2021 meeting of the County Commission to hear the Appeal in a public hearing. Advertised in the Oct. 22, 2021 edition of the Independent and mailings to the adjoining property owners which include the president of the Mission Hills HoA.

EXHIBIT A

TORRANCE COUNTY ZONING ACTION



Application for Zoning Appeal

Date Issued _____

Issued by _____

Date Received _____

Received by _____

Appellant: Richard Strahlem Phone 505.450.9565

Mailing Address: 13 Deer Run Estancia, New Mexico 87016

Agent (if any): N/A Phone _____

Mailing Address: _____

Reason for Appeal (Use additional sheets if necessary): Our request for a Conditional Use Permit was denied by the Torrance County Planning and Zoning Board October 6, 2021. When we left the Board Meeting we did not know why our request was denied. I requested a copy of the Minutes but was told they were not prepared yet and that I could watch the video on the P&Z web page. My wife and I have watched the recording multiple times. The following are excerpts. Board member Langell said, "she has a Medical Cannabis ID but she doesn't smoke the good stuff and that she is kinda on the fence about Recreational Marijuana but it is the law and we can't be prejudiced". Board member Ducharme asked County Counsel, "Could States like New Mexico and others be held responsible for breaking Federal Marijuana Law?" Counsel, "yes potentially but The Federal Government has chosen not to enforce the Law which essentially grants them permission." Mr. Ducharme went on to say, "this could be reason for possible denial and that there is a Law which classifies marijuana as a Schedule I Drug like heroin, LSD & Ecstasy". Board member Langell asked counsel, "if the board could weigh heavily the deed restrictions". Counsel, "no that is a private matter". The Board Chairman Mr. Lawson asked Planning & Zoning Director Steve Guetschow if the 100 acre requirement was still valid?" Mr. Guetschow, "NO". Not seen in the video but witnessed, Board Chairman Lawson went to the back of the seating and thanked opposing witness Richard Simms for being there.

It is in the public record: September 1, 2015 The Torrance County Commission gave the green light to a pot-growing greenhouse near Abo. Commissioners voted 2-1 in favor of upholding Planning and Zoning Director Steve Guetschow's interpretation of the current zoning ordinance in reference to a decision that allowed a legal medical marijuana greenhouse operation on the Loma Parada subdivision near Abo. Record shows that Commissioner Jim Frost said, "Personally I'm against marijuana although I know medical marijuana is a different subject. The same as many other drugs-pills and things-that are legal and are treated in the wrong way many times. I think that is something that has to be considered. I also know that there is a possibility that this could end up in a court and that the county has to be (financially) responsible for whatever that decision might be."

Appeal Continued Next Page

Signature: _____ Date: _____

INSTRUCTIONS: Submit **nine (9)** copies of the appeal form and filing fee to the County Zoning Officer within **fifteen (15)** days after a determination is made which is the subject of the appeal. Public Notice must be given by legal advertisement prior to the hearing. The appeal shall be decided by the Board of County Commissioners within thirty (30) days after the date of filing.

We believe under Torrance County Zoning Ordinance Section 9., Agricultural Preservation District (A-P5, AP-10 & AP-40) that we meet the Permissive Uses Criteria.

B. Permissive Uses. Any of the following permissive uses are allowed in this zone district:

2. Cultivation and harvesting of plants and croplands.

We believe under Torrance County Zoning Ordinance Section 21. Conditional Use Permits., that we meet the standards for all guidelines.

D. Guidelines. See attached ordinance.

Section 23. Water Usage.

Our proposed water usage per plant will be One Gallon/Day. Predicated on production of 540 plants annually. Two crops of 270 plants 120 days to maturation = 64,800 gallons Maximum. Please see the attached 2 articles. Also, a copy of our well permit.

Please see attached article from the Mountain View Telegraph September 1, 2015. Headline: Greenhouse for medical pot cultivation gets OK.

The applicable Torrance County Zoning Ordinances are attached.

We feel that the aforementioned Board Members are biased.

Richard M. Strahlem

EXHIBIT B



TORRANCE COUNTY ZONING ORDINANCE

Adopted by the Board of County Commissioners of Torrance County
on
March 21, 1990
[Including revisions to: July 8, 2020]

SECTION 8.1 AGRICULTURAL DISTRICT (A)

2. A one mile buffer zone will be established around the periphery of the "A" zone where it comes in contact with another zone district. Within the buffer zone, the Zoning Board may allow development to take place which is consistent with the zone district to which it joins.
[REV: Ord. No. 95-11, 11/10/95; Ord. No. 2008-003, 4/23/08]
3. A proposed land use must comply with Section 23, pertaining to water usage.
[REV: Ord. No. 97-7, 6/27/97]
4. Commercial agricultural and horticultural operations are prohibited within the bounds of Types 1 & 2 subdivisions as defined in Article 2 of the Torrance County Subdivision Regulations. In Types 3, 4, & 5 subdivisions a Conditional Use Permit may be required.
[REV: Ord. No. 2008-003, 4/23/08]
5. Commercial horticultural operations involved with the cultivation and harvesting of medical cannabis are prohibited within the bounds of Types 1, 2, & 3 subdivisions as defined in Article 2 of the Torrance County Subdivision Regulations. In Types 4 & 5 subdivisions a Conditional Use Permit may be required, however the operation shall be centered on at least 100 acres.

SECTION 9. AGRICULTURAL PRESERVATION DISTRICT (AP-5, AP-10 & AP-40).

- A. Intent. This zone district is intended to protect and preserve areas of suitable agricultural soil for agricultural and agriculture-related uses. The standards prescribed for this district are intended to preserve the open character of the area and thereby to protect the business of agriculture. The minimum lot size in this zone district shall be either five acres (AP-5), ten acres (AP-10), or forty acres (AP-40), as indicated on the Zoning Map.
- B. Permissive Uses. Any of the following permissive uses are allowed in this zone district:
 1. One singular dwelling unit per lot;
[REV: Ord. No. 95-5, 6/10/95; Ord. No. 97-8, 6/27/97]
 2. Cultivation and harvesting of plants and croplands;
 3. Raising, breeding, management and sales of livestock, excluding pigs, as long as such use is not a Feedlot. [REV: Ord. No. 2001-2, 3/14/01]

AP-5 districts have the following restrictions on the number of livestock used as pleasure animals or animals for personal use according to lot size;

½ to 1 acre: No more than two (2) horses or two (2) cows or an equivalent number of sheep or goats.

Equivalency is determined as one (1) horse or cow equals three (3) goats or three (3) sheep or combination thereof.

Additional livestock units allowed is based upon one (1) horse or cow unit per each additional acre of land.

Exception: Livestock including pigs temporarily raised for educational purposes by children belonging to a recognized organization such as 4H or Future Farmers of America.

4. Kennel, subject to the regulations of Torrance County Animal Control Ordinance and provisions listed under Section 6 of this ordinance.

C. Conditional Uses. The following uses may be allowed in this zone district only upon permit granted by the Zoning Board:

1. One supplemental residential dwelling unit allowed on a parcel meeting district minimum standards; in the AP-5 and AP-10 zone districts, a temporary supplemental residential dwelling unit may only be used so that reasonably necessary medical or other care-taking services may be provided by a resident of the other on-site residential dwelling unit; in the AP-40 zone district, 2 supplemental residential dwelling units allowed on a parcel of at least eighty acres or 1/8 section.
[REV: Ord. No. 2001-2, 3/14/01]
2. Home occupation, subject to the following provisions:
[REV: Ord. No. 95-5, 6/10/95]
 - a. Not more than 40 percent of the floor area of the dwelling unit, nor more than 800 square feet of an accessory building, shall be used in the conduct of the home occupation,
 - b. No more than three (3) non-resident employees shall be stationed on the premises,
 - c. There shall be no exterior storage of materials unless completely enclosed by a wall,

this Ordinance. It is the intent of this Ordinance to allow these nonconformities to continue until they are removed, but not to encourage their survival.

- B. Certificate of Nonconformance. Nonconformities shall be identified and issued Certificates of Nonconformance as determined by the Zoning Director. Upon receipt of a written notification from the Zoning Director, it shall be the responsibility of owners of nonconforming property to obtain a Certificate of Nonconformance from the Zoning Director within 60 days after the date of notification.
[REV: Ord. No. 2008-003, 4/23/08]
- C. Nonconformities Allowed. A nonconformity existing at the time this Ordinance takes effect may be continued under the Certificate of Nonconformance. The authority to continue a nonconforming use is transferable to the successors and assigns of the owner. The transfer of authority shall be evidenced by transfer of the Certificate of Nonconformance to the successor or assignee. A continuing nonconforming use may also be referred to as a "grandfathered use".
- D. Expansion. A nonconformity shall not be enlarged, expanded, or extended. However, the addition of a lawful use to any portion of a nonconforming building shall not be deemed an extension of such nonconforming building.
- E. Restoration. If a nonconforming use or structure is damaged or destroyed by any means to an extent of more than 50 percent of its replacement cost at the time of destruction, then restoration must be for a permitted use. Singular dwelling units, however, may be exempt from this restoration requirement if approved by the Zoning Board and the New Mexico Environment Department in order to comply with Liquid Waste Disposal Regulations.
[REV: Ord. No. 2008-003, 4/23/08]
- F. Abandonment. Whenever a nonconforming use has been discontinued or abandoned for a period of one year or more, such use shall not thereafter be reestablished, and any future use must be in conformance with the provisions of this Ordinance. Any nonconforming dry land or irrigated farmland shall be exempt from this abandonment requirement.
- G. Nonconforming Lot Size. Any lot of record existing prior to the effective date of this Ordinance, which fails to meet the minimum area requirements, may be developed, redeveloped, or improved provided that any other requirements of the lot are in conformance with the provisions of this Ordinance. Unless specifically cited by the Zoning Board, a Certificate of Nonconformance will not be required for nonconforming lots.
[REV: Ord. No. 2008-003, 4/23/08]

SECTION 21. CONDITIONAL USE PERMITS.

A. Approval and Permit Required. Conditional uses established by this Ordinance shall not be allowed without the review and approval of the Zoning Board, which shall be guided in making a decision by the criteria set forth in this section. Anyone seeking a Conditional Use Permit shall provide to the Zoning Director such information as may be reasonably required to determine whether the requested conditional use is consistent with the intent and purpose of this Ordinance.
[REV: Ord. No. 2008-003, 4/23/08]

B. Application. Any request for a Conditional Use Permit shall be submitted with filing fee to the Zoning Director on a prescribed application form obtainable from the Zoning Director. The Zoning Director shall transmit the application and any supplementary information to the Zoning Board for review and consideration at their next regularly scheduled meeting. To the extent possible, all abutting property owners shall be notified of the Zoning Board meeting at which the Conditional Use Permit application will be considered.
[REV: Ord. No. 2008-003, 4/23/08]

C. Posting Signs. The Zoning Director shall post one or more signs on the premises involved, no less than 15 days prior to the date of the Zoning Board meeting at which the Conditional Use Permit application will be considered. The applicant shall maintain the posted sign on the premises until the zoning action is completed. Such posted sign shall provide details of the application and the meeting at which the zoning action will be considered. At least one on-premise sign shall be visible from each road which abuts the premises involved. The applicant is responsible for removing such signs within five days after a decision is made on the Conditional Use Permit. Failure to properly maintain signs is grounds for deferral or denial of the application. It is unlawful for any person, except the applicant or an agent for the applicant or the Zoning Director, to remove any such sign during the period it is required to be maintained under this paragraph.
[REV: Ord. No. 97-6, 6/27/97; Ord. No. 2008-003, 4/23/08]

D. Guidelines. The Zoning Board shall not approve any Conditional Use Permit unless satisfactory provision has been made concerning the following, where applicable:
[REV: Ord. No. 2008-003, 4/23/08]

1. Accessibility to property and proposed structures thereon, with particular reference to automobile and pedestrian safety, traffic control, and emergency access in case of fire, flood, or catastrophe;
2. Off-street parking and loading areas where required, with particular attention to the refuse and service areas;
3. Water and liquid waste facilities, with reference to soil limitations, locations, and public health;

4. The economic, noise, glare, or odor effects of the conditional use on adjoining properties;
5. General compatibility with adjacent properties; and
6. A proposed land use must comply with Section 23, pertaining to water usage.
[REV: Ord. No. 97-7, 6/27/97]

E. Limitations. Conditional Use Permits issued in accordance with this Ordinance shall be considered permanent, with the following exceptions:
[REV: Ord. No. 95-5, 6/10/95]

1. For any conditional uses that have an exceptional tendency, because of their nature or character, to create an adverse impact on neighboring properties, the Zoning Board may limit the term of the permit to a specified length of time after which the permit shall expire and may be renewed. An application for renewal of the Conditional Use Permit may be submitted and processed in the same manner as the original application, with reduced filing fee.
[REV: Ord. No. 2008-003, 4/23/08]
2. Where there has been a significant change in the physical extent, operations, or character of a permitted conditional use, the Zoning Board may require a renewal of the original Conditional Use Permit. Significant change shall be determined by the Zoning Board, based on a scheduled review of the Conditional Use Permit.
[REV: Ord. No. 2008-003, 4/23/08]
3. An approved Conditional Use Permit shall become void one (1) year after the date of approval if the rights and privileges granted thereby have not been utilized.
4. An approved Conditional Use Permit shall become void if, after the use has begun, it ceases on the approved site for a continuous period of one (1) year or more.
5. The County Commission may revoke a permit if the requirements and restrictions required by this Ordinance are not met. Before a permit may be revoked, the permittee must be given at least 10 days written notice of the specific charges and be given the opportunity for a hearing before the County Commission.
[REV: Ord. No. 2001-2, 3/14/01; Ord. No. 2008-003, 4/23/08]

SECTION 23. WATER USAGE.

- A. Purpose. Given the effects that water usage associated with a proposed land use may have on water resources within the County, both as to quality and quantity, the purpose of this section is to promote the health, safety and welfare of County inhabitants; to promote the conservation and beneficial use of water resources within the County; and to protect prior existing water rights and interests.
[REV: Ord. No. 97-7, 6/27/97]
- B. Application. Every application under the Zoning Ordinance will be evaluated as to its potential effect on water resources within the County. Every application shall contain with it a statement of the water usage associated with or required to carry out the proposed land usage. Either the Zoning Director or Zoning Board shall make an initial review of the associated water usage and shall determine whether the proposed usage is of such an extent or nature that referral for comment to an appropriate public agency is in order.
[REV: Ord. No. 97-7, 6/27/97; Ord. No. 2008-003, 4/23/08]
- C. Referral to Public Agency. After an application is deemed complete, the County Zoning Director or Zoning Board may forward a copy of the application to any of the following state or local agencies by certified mail "Return Receipt Requested" with a request for review and opinion:
[REV: Ord. No. 97-7, 6/27/97; Ord. No. 2008-003, 4/23/08]
1. New Mexico State Engineer's Office;
 2. New Mexico Environment Department;
 3. Soil and Water Conservation District in which the proposed land usage would occur;
 4. The Estancia Basin Water Planning Committee; and
 5. Such other public agencies as the County deems necessary or appropriate.
- D. Agency Response. The state and/or local agencies shall be given forty-five (45) days from their receipt of the application to review and return an opinion regarding its effect on water resources within the County. The Zoning Director shall obtain receipts or other proof showing the date the opinion request was received by each state or local agency. In reviewing an application, the Zoning Board shall consider any timely agency response or comment in making a decision or recommendation on the application.
[REV: Ord. No. 97-7, 6/27/97; Ord. No. 2008-003, 4/23/08]
- E. Guidelines. In evaluating a water usage associated with a proposed land use, the County shall consider the following factors, where applicable:

[REV: Ord. No. 97-7, 6/27/97]

1. The effect or impacts on the public safety, health and welfare of County inhabitants, particularly those in the vicinity of the proposed water usage;
2. The potential adverse effects on water quality;
3. Effects on water quantity, including potential impairment of prior existing water uses; and
4. Whether the water use is consistent with conservation and beneficial use of water.

SECTION 24. AMENDMENTS.

A. Amendment. The County Commission may amend any part of this Ordinance, including the zone district boundaries. The County Commission may elect to submit a proposal for amendment to the Zoning Board for review and recommendation made by the Zoning Board.

[REV: Ord. No. 2008-003, 4/23/08]

B. Application. Any request for an amendment to this Ordinance, not originating from the County Commission or from a committee established by the County Commission to propose an amendment, shall be submitted with filing fee to the Zoning Director on a prescribed application form obtainable from the Zoning Director. The Zoning Director shall transmit the application and any supplementary information to the Zoning Board for review and consideration at their next regularly scheduled meeting. The Zoning Board shall prepare and transmit a recommendation in writing to the County Commission within 7 days after their review of the proposed amendment is completed. To the extent possible, all abutting property owners of any land proposed for a zone change shall be notified of the Zoning Board meeting at which a zone change will be reviewed for recommendation to the County Commission. An application to amend the zone map for specific parcel of land must be accompanied by a site development plan, showing to scale and in detail the proposed structures on the site, distance from structures on adjoining properties, ingress and egress, parking and signage. If the application is approved by the County Commission, the land uses on the parcel shall conform to the site development plan and may only be modified by approval of the Zoning Board of a revised plan.

[REV: Ord. No. 2001-2, 3/14/01; Ord. No. 2008-003, 4/23/08]

C. Public Hearing. A public hearing on all applications for a text change to the ordinances or change of the Zone Map, shall be held by the Torrance County Planning and Zoning Board. Notification of the time and place of the public hearing

EXHIBIT C

John R. D Antonio, Jr., P.E.
State Engineer



Albuquerque Office
121 TIJERAS NE, SUITE 2000
ALBUQUERQUE, NM 87102

**STATE OF NEW MEXICO
OFFICE OF THE STATE ENGINEER**

Trn Nbr: 334670
File Nbr: E 09055
Well File Nbr: E 09055

Aug. 22, 2005

RICHARD M. STRAHLEM
9026 E. STONEY VISTA DR
SUN LAKES, AZ 85248-7476

Greetings:

The well driller's record for the above numbered well has been received in this office indicating your well has been completed.

Your permit was granted with the condition that a meter be installed and meter readings submitted to this office.

Per Condition 5B, please advise this office within 30 days, on the attached form, of the make, model, serial number, date of installation, and initial reading of the meter prior to appropriation of the water.

If you have any questions, please feel free to contact us.

Sincerely,


Charles Palmer
(505) 764-3888

CP:cp
Enclosure
cc. Santa Fe Office

wellcon5

NEW MEXICO STATE ENGINEER OFFICE
APPLICATION FOR PERMIT TO USE UNDERGROUND WATERS
IN ACCORDANCE WITH SECTION 72-12-1 NEW MEXICO STATUTES

GENERAL CONDITIONS OF APPROVAL (Continued)

- I The permittee shall utilize the highest and best technology available to ensure conservation of water to the maximum extent practical.

SPECIFIC CONDITIONS OF APPROVAL

- 5B A totalizing meter shall be installed before the first branch of the discharge line from the well and the installation shall be acceptable to the State Engineer; the Engineer shall be advised of the make, model, serial number, date of installation, and initial reading of the meter prior to appropriation of water; pumping records shall be submitted to the District Supervisor on or before the 10th of Jan., April, July and Oct. of each year for the 3 preceeding calendar months.
- 11 This permit is for a single household. The total diversion of water under this permit shall not exceed 0.500 acre-feet per year. Permit will be subject to cancellation if the conditions of approval are not met or if the actions of the permittee are not in accordance with the permit.
- LOG This permit will automatically expire unless the well E 09055 is completed and the well record filed on or before 06/22/2006.

See general conditions of approval.

ACTION OF STATE ENGINEER

This application is approved for the use indicated, subject to all general conditions and to specific conditions listed above.

Witness my hand and seal this 22 day of Jun A.D., 2005

John R. D Antonio, Jr., P.E., State Engineer

By:

Sue Raffay
SUE RAFFAY

EXHIBIT D

SN&R

Welcome to the Sacramento News & Review Archives
[SN&R Live Updates](#)

Start typing to search ...

[Sacramento 08.06.15 Cannabis Guide The 420](#)

How much water does cannabis really need?

By [Ngaio Bealum](#)



This article was published on [08.06.15](#)

Ngaio Bealum is a Sacramento comedian, activist and marijuana expert. Email him questions at ask420@newsreview.com.

About your recent column: Does it really take six gallons of water per day to grow a cannabis plant?

—Dro Savoire

Right? I also feel like that number is a little high, so I did some more research. Here is what I found: According to these folks

[\(www.theganjier.com/2015/07/02/](http://www.theganjier.com/2015/07/02/)

[how-much-water-does-one-marijuana-plant-need-to-grow](http://www.theganjier.com/2015/07/02/how-much-water-does-one-marijuana-plant-need-to-grow/)), a cannabis plant needs one gallon of water per day per useable pound of cannabis created. So a plant that yields 6 pounds would in fact need six gallons per day, while a plant that yields 2 pounds would only need two gallons per day. Most indoor plants yield way less than 6 pounds after harvest (if you can get more than 6 ounces from a decent sized indoor plant, you are a pretty good gardener), and outdoor noncommercial gardens will usually give you two to four pounds per plant. So while the “six gallons of water per day” may be accurate if everyone is growing monster plants, it doesn’t tell the whole story. Also consider that a bottle of wine may run you 400 gallons of water, while an eighth of an ounce of quality cannabis will cost about 1.9 gallons of water. Which one looks like a better deal for a drought-conscious state? Maybe we should start some sort of “Save water, grow weed instead of wine” campaign?

The Oregonian just reported that more than half of 150 concentrates tested for pesticides came back positive. However, there is nothing restricting pesticide-laden concentrate from entering the retail

market. Many pesticides that were found are known carcinogens. The full story is here: www.oregonlive.com/marijuana-legalization/pesticides. Can you respond to this in a column? Are you aware of any similar study done with products sold in California dispensaries? Is there any person or group advocating for stricter regulation of pesticides in cannabis cultivation? Thank you.

—M. Gibb

Good question. No one wants to inhale a bunch of pesticides along with their delicious marijuana. Way back in April 2015, the California State Water Board released a brochure containing some guidelines for responsible pesticide use around cannabis plants (<http://blog.sfgate.com/smellthetruth/2015/04/08/marijuana-pesticide-guidelines-issued-by-state-of-california>). The thing is, there hasn't been a ton of research about which pesticides are best for cannabis growers. The best practice would be for growers to use OMRI certified organic and natural pesticides, but not everyone does that. Testing facilities generally look for pesticide levels that are above generally accepted tolerances, and most clubs these days won't accept cannabis that hasn't been tested. I would say that most of the cannabis found in the California clubs is as clean as possible, but your best bet may be to find a grower or a club that specializes in organically grown medicine. I hope that helps.

How Much Water Does It Take to Grow Cannabis?

In [How to Grow Cannabis](#)

One of the challenges of growing cannabis indoors is knowing how much water to feed your plants. In nature, plants have the advantage of natural rainfall and drainage and only need to be watered during drought conditions.

Watering your indoor plants too little or too much will stunt production, and water waste can drastically increase your overhead. So how do you get it right?

How Much Water Should You Add to Cannabis Plants?

A good standard to work with is one gallon of water per day for each pound of processed flower you expect to harvest from each plant. The finished weight will obviously change according to how long you allow your plants to veg before forcing flower, so adjust your water per plant accordingly.

This ratio was determined by the Emerald Growers Association and the Mendocino Cannabis Policy Council after polling numerous cannabis farmers about their water usage.

How Much Water Does It Take To Produce a Standard Eighth Of Cannabis?

1.875 total gallons per 1/8th of usable cannabis.

Use this figure when calculating your overhead costs if you're adhering to the 1:1 ratio of one gallon per day per pound of processed flower.

How Often Should You Water Your Cannabis Plants?

Your watering schedule will vary according to the temperature of your grow area as well as the strain, health, and size of your plants. When determining a watering schedule, observe your plants every day.

Do the stalks look rigid or weak?

Do the leaves look colorful and vibrant or do they look droopy and pale?

Also, consider utilizing gravity-fed watering systems that allow plants to take water in from the bottom up, taking the guesswork out of the equation.

How Do I Water Cannabis More Efficiently?

By following the below points, you'll increase your chances of having success with growing cannabis:

- Use **SoHum Living Soils®** for best moisture retention and drainage
- Install a drip line system for maximum water control
- If you find yourself using more than the 1:1 ratio, consider moving your plants to larger pots to retain water longer
- Monitor your plants daily; as cannabis plants are living beings and can be unpredictable
- Utilize gravity fed watering systems or bottom watering containers

It is imperative to calculate water costs when growing cannabis. If a grower is not careful, the financial and environmental impacts of using too much water can be extreme.

At SoHum Living Soils®, our team consists of experts on growing cannabis, and our website features many articles on **best practices**.

For a more personal experience, **contact us** with questions or visit our store in Denver to speak with our knowledgeable team about your cultivation questions.

EXHIBIT E

Greenhouse for medical pot cultivation gets OK

BY NICOLE MAXWELL / MOUNTAIN VIEW TELEGRAPH

TUESDAY, SEPTEMBER 1ST, 2015 AT 12:05AM

The Torrance County Commission has given a green light to a pot-growing greenhouse near Abo.

Commissioners voted 2-1 in favor of upholding Planning and Zoning Director Steve Guetschow's interpretation of the current zoning ordinance in reference to a decision that allowed a legal medical marijuana greenhouse operation on the Loma Parda subdivision near Abo.

The negative vote came from Commissioner Julia DuCharme, who said it appeared the operation is a commercial use and the zoning states that commercial uses are not allowed except on a case-by-case basis.

"You admitted that you have employees working on property. You admitted that it is not for personal use. Then what kind of use is that if it is not commercial? Is it educational? Is it charitable? What kind of use? You didn't specify. I am convinced that it is commercial use. I feel that this ordinance was interpreted incorrectly," DuCharme said.

Commission Chairman LeRoy Candelaria disagreed, stating that Guetschow interpreted the ordinance to the best of his ability.

A meeting was held last month between JBM Land and Cattle and the Loma Parda residents at the law offices of Wallin, Huss and Mendez with both county attorney Brandon Huss and Torrance County Manager Joy Ansley attending. The appellants – the landowners – did not want to participate in the meeting, Huss said.

"We did not have any grounds to make a deal but they – JBM Land and Cattle – did show up and talk about attempting to participate in community affairs. JBM Land and Cattle were there but no deal could be made," Huss said.

Trevor Reed of JBM Land and Cattle said via email that company representatives will meet with neighbors.

The land where the greenhouse is located is in a conservation district, which means that only certain activities are permitted on the property, such as low-intensity agriculture operations, cultivating and harvesting of plants and croplands along with other uses as set forth in the Torrance County Zoning Ordinance.

The marijuana greenhouse that was approved by the state Department of Health and the Torrance County Planning and Zoning Board has been a source of contention with its neighbors in the Loma Parda subdivision near Abo in southern Torrance County.

"Personally I'm against marijuana although I know medical marijuana is a different subject. The same as many other drugs – pills and things – that are legal and are treated in the wrong

way many times. I think that is something that has to be considered. I also know that there is a possibility that this could end up in a court and that the county has to be (financially) responsible for whatever that decision might be," Commissioner Jim Frost said.

EXHIBIT 1

FILE COPY

Torrance County
 Planning & Zoning

SEP 02 2021

Received by: DS
 Time: 1:30 PM

Parcel ID# _____
 Torrance County Planning & Zoning

Application for Special Review and Approval

- Check One: ___ Establishment or Renewal of a Solid Waste District
 ___ Establishment of a Special Use District (\$1,500.00 filing fee)

For **Special Use** application review additional required information is described in the Torrance County Zoning Ordinance. You must submit **fifteen (15)** complete copies of your Special Use application package at the time of submission.

- ___ Modification of Land Use within a Special Use Zone District
 \$200.00 filing fee
- Renewable Conditional Use Permit \$200.00 filing fee
- ___ Variance for the Following Reason(s): \$200.00 filing fee

Please note that for a **Conditional Use Permit** or a **Variance** you must submit **ten (10)** complete copies of your application package at the time of submission.

- | | |
|-----------------------|--------------------------------|
| ___ Area | ___ Setback |
| ___ Distance | ___ Off-Street Parking/Loading |
| ___ Use | ___ Dwellings per Lot |
| ___ Livestock Numbers | ___ Home Based Business |

Applicant: RICHARD M. STRAHLEM Telephone: 505.450.9565

Mailing Address: 13 DEER RUN COURT ESTANCIA, NM 87016

Agent (if any): _____ Telephone: _____

Mailing Address: _____

Reason for requested Special Review and Approval (For Variances, include the exceptional conditions you believe justify the request): PLEASE SEE ATTACHED DOCUMENT.

Location of Property (Street Address and Legal Description of Property):

Zoning of Property: AP-40 Present Use: RESIDENTIAL

Instructions: In accordance with Section 26B and Resolution 2014-50, this application must be accompanied by the filing fee of \$200.00 (unless applying for a Special Use District). Also include 10 (15 for Special Use) copies of an accurate sketch plan showing the location of the property in question; locations of structures on the property and adjoining properties; all abutting streets and alleys; proposed special exceptions; and north arrow. Please attach a copy of the Deed and Recorded Survey.

Applicant's Signature: [Signature] 9/2/21

Letter of Intent for a Conditional Use Permit

Presently we have a detached building which is 24 feet by 30 feet. We want to utilize the 720 square foot space to grow two crops of cannabis twice a year. Each crop would consist of 270 plants. The growing period from seedling to mature plant is approximately 4 months. The plants are dried for a month and then trimmed to produce the finished product. All aspects of the process will be conducted in the single structure. The cannabis product will be stored in a vault inside the greenhouse.

The Cannabis Control Division of the State Revenue and Licensing Department have published 'Licensing and Operational Requirements for Cannabis'. The objective is to ensure the safe production of cannabis. An example of requirements is Fire Safety, Fire extinguishers, Fire Alarm, Fire Suppression System; Security, Alarm System and Digital Video Surveillance; Commercial Grade Locks. Of course, we will meet and adhere to **ALL** requirements.

Our intent is to maintain our property exactly as it is today. There will be no visible change. There will be no commercial traffic. There will be no sales. Most of the required supplies can be delivered by UPS. The transportation of the product will be in our personal vehicles. In anticipation of water requirements, we have installed an 18,000-gallon Solar Rainwater Harvesting System approved by East Torrance Soil and Water Conservation District. We will continue to be good neighbors and Torrance County citizens.

Richard M. Strahlem and Gail L. Strahlem

13 Deer Run Court

Write a description for your trap



Legend
13 Deer Run Ct

Google Earth



100 ft

Prepared By and Return to:

Fidelity National Title Insurance Co.
5600 Eubank Blvd. NE #110
Albuquerque, NM 87111

GF# FT000043201-FNT02



**WARRANTY DEED
(Joint Tenants)**

TORRANCE COUNTY
LINDA KAYSER, COUNTY CLERK
002101725
Book 322 Page 3787
1 of 1
06/07/2010 02:54:12 PM
BY SYLVIA

Brad W. Lacy and Nancy J. Lacy, husband and wife

for consideration paid, grant to

Richard M. Strahlem and Gail L. Strahlem, husband and wife

whose address is 13 Deer Run Court
Estancia, NM 87016

as joint tenants the following described real estate in Torrance County, New Mexico:

Lot numbered Four (4) of MISSION HILLS SUBDIVISION, a subdivision, as the same is shown and designated on that certain Amended Plat of Mission Hills Subdivision prepared by Wayne E. Johnston, N.M.P.S. #6540, on December 8, 1999, filed for record on December 8, 1999 at 4:21 o'clock, P.M., as document number 9940343, and filed in Cabinet D1, Slide 395, Plat Records of Torrance County, New Mexico.

with warranty covenants.

SUBJECT TO Patent reservations, restrictions, and easements of record and to taxes for the year 2010, and subsequent years.

Witness our hands and seals this June 4, 2010

Brad W. Lacy

Nancy J. Lacy

ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO
COUNTY OF Bernalillo

This instrument was acknowledged before me this June 4, 2010
by Brad W. Lacy and Nancy J. Lacy
(Name or Names of Person or Persons Acknowledging)

My Commission Expires:

(Seal)

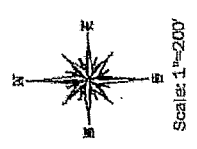
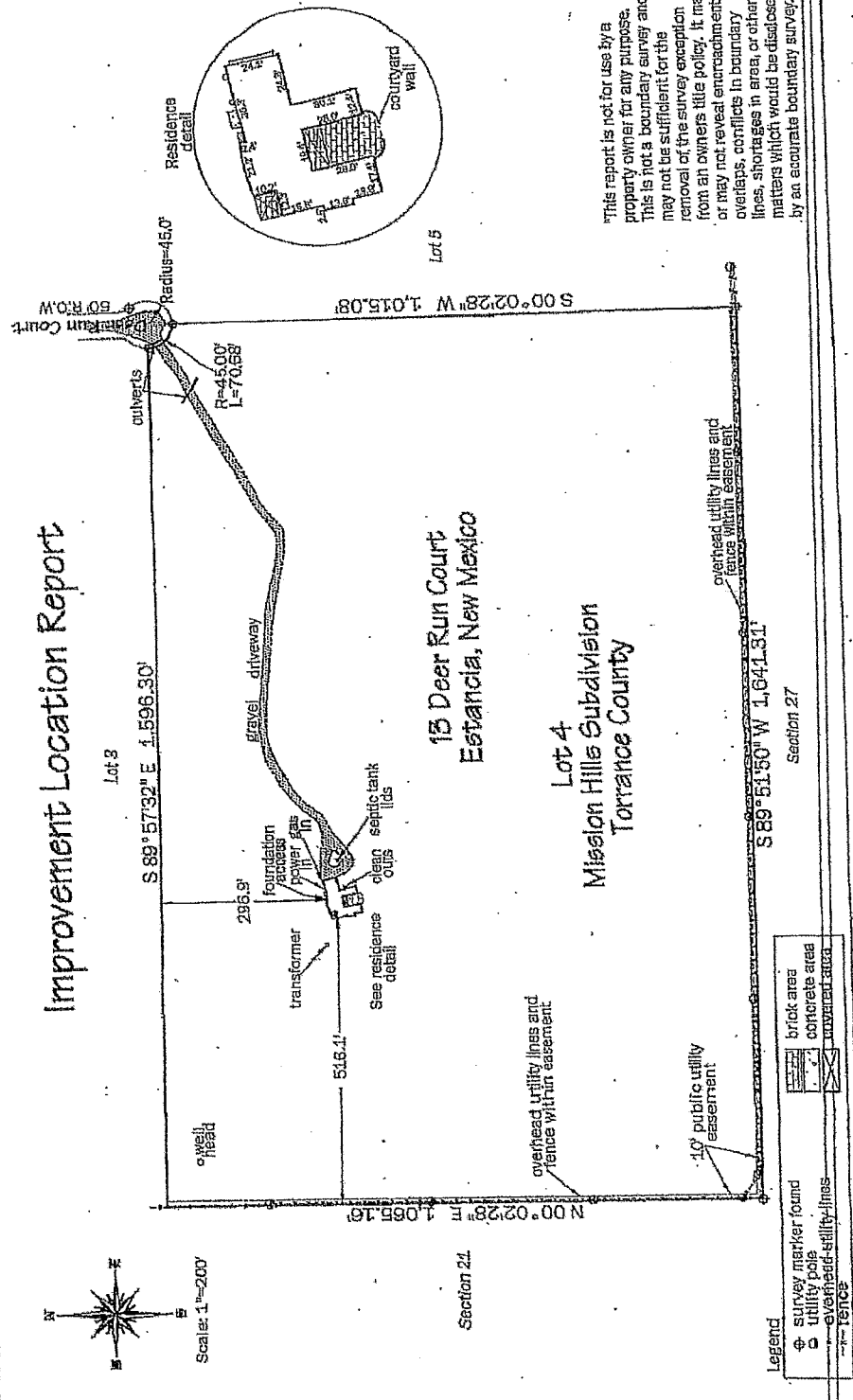


OFFICIAL SEAL
DANIELLE FATTOR
NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires: 6/4/12

Notary Public

Improvement Location Report

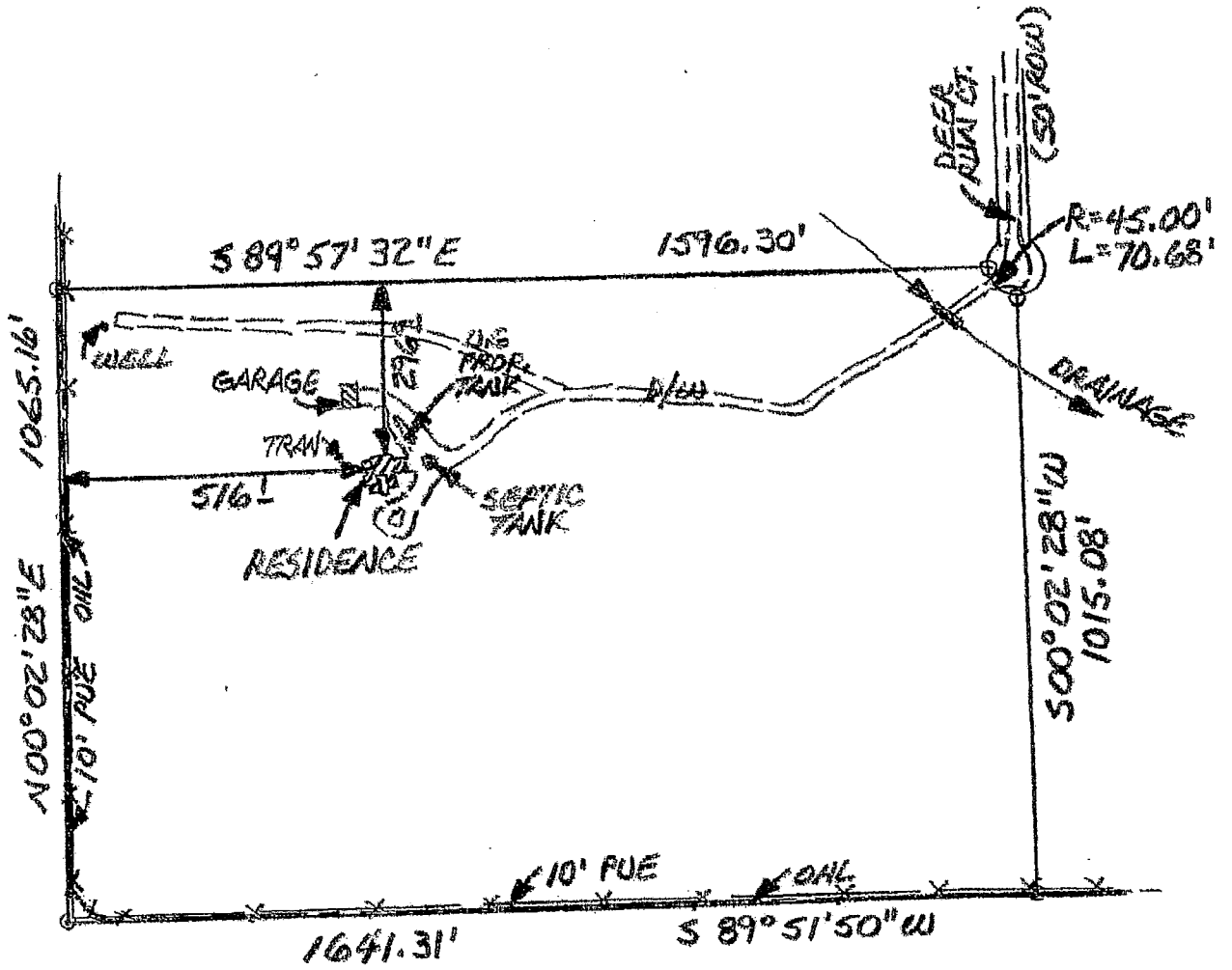


Legend

	survey marker found
	utility pole
	overhead utility lines
	brick area
	concrete area
	overhead area
	fence

This report is not for use by a property owner for any purpose. This is not a boundary survey and may not be sufficient for the removal of the survey exception from an owners title policy. It may or may not reveal encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate boundary survey.

LOT 4, MISSION HILLS SUBDIVISION



SCALE:
1" = 300'

EXISTING IMPROVEMENTS ONLY SHOWN HEREON. NO CORNERS SET, NOT A BOUNDARY SURVEY AND MAY NOT REVEAL MATTERS WHICH WOULD BE DETERMINED BY A BOUNDARY SURVEY. FOR IMPROVEMENT LOCATION REPORT ONLY, NOT INTENDED FOR ANY OTHER PURPOSE OR USE BY ANYONE.

(See pages 1 & 2 of this report)
pg.3

TORRANCE COUNTY

NOTICE OF ACTION ON Lot 4 Mission Hills

BEING 13 DEER RUN DRIVE

FOR CONDITIONAL USE PERMIT

GREENHOUSE OPERATION

THE COUNTY ZONING BOARD HAS SCHEDULED A PUBLIC MEETING ON (DATE/TIME)

OCTOBER 6, 2021 9:30 AM

THE COUNTY HAS SCHEDULED A PUBLIC MEETING ON (DATE/TIME)

THE COUNTY HAS SCHEDULED A PUBLIC HEARING ON (DATE/TIME)

AT THE COUNTY ADMINISTRATIVE BUILDING

FOR INFORMATION CALL (505) 544-4391 OR FAX (505) 384-5294

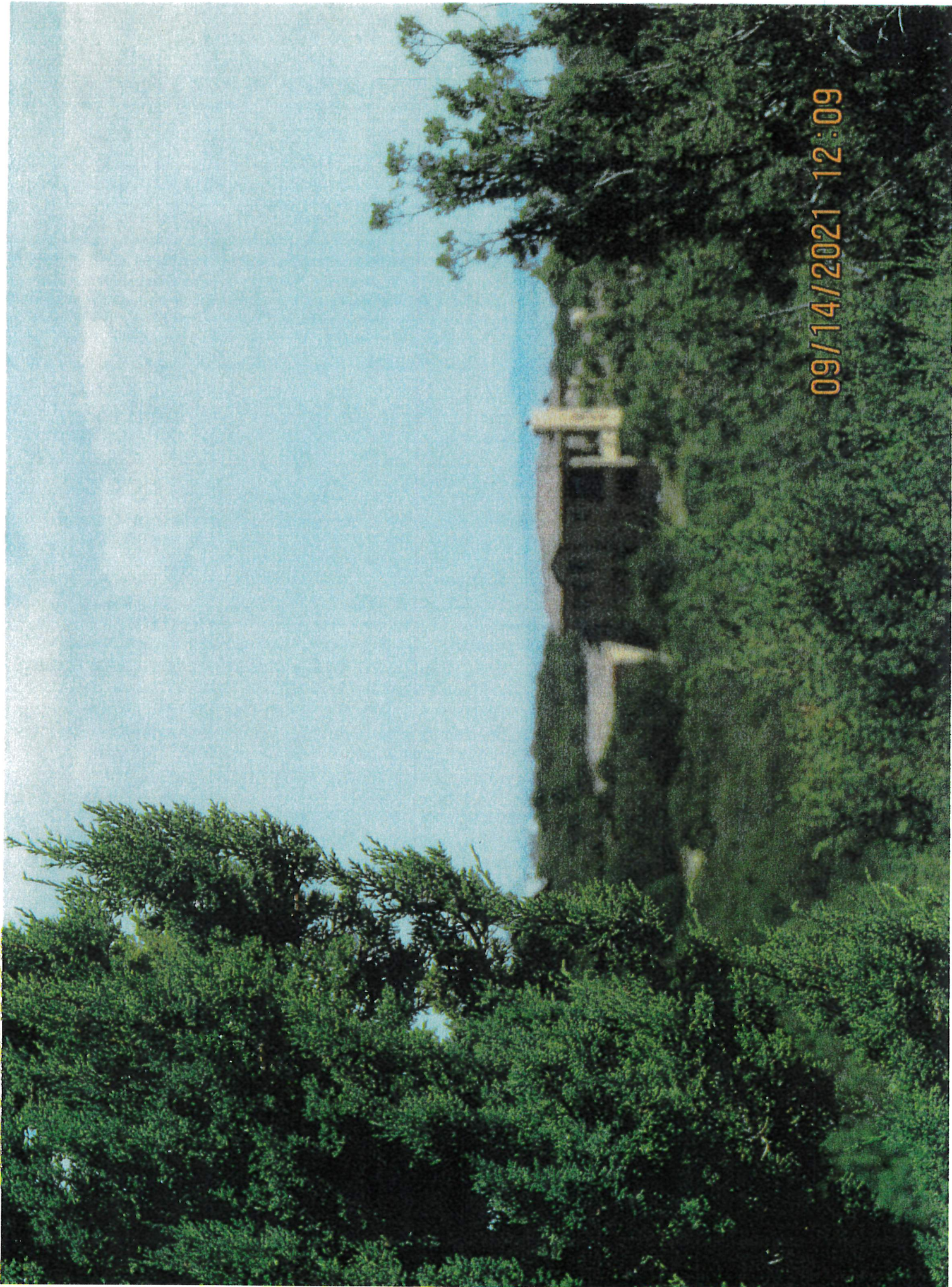
THIS SIGN SHALL BE POSTED

FROM 9/14

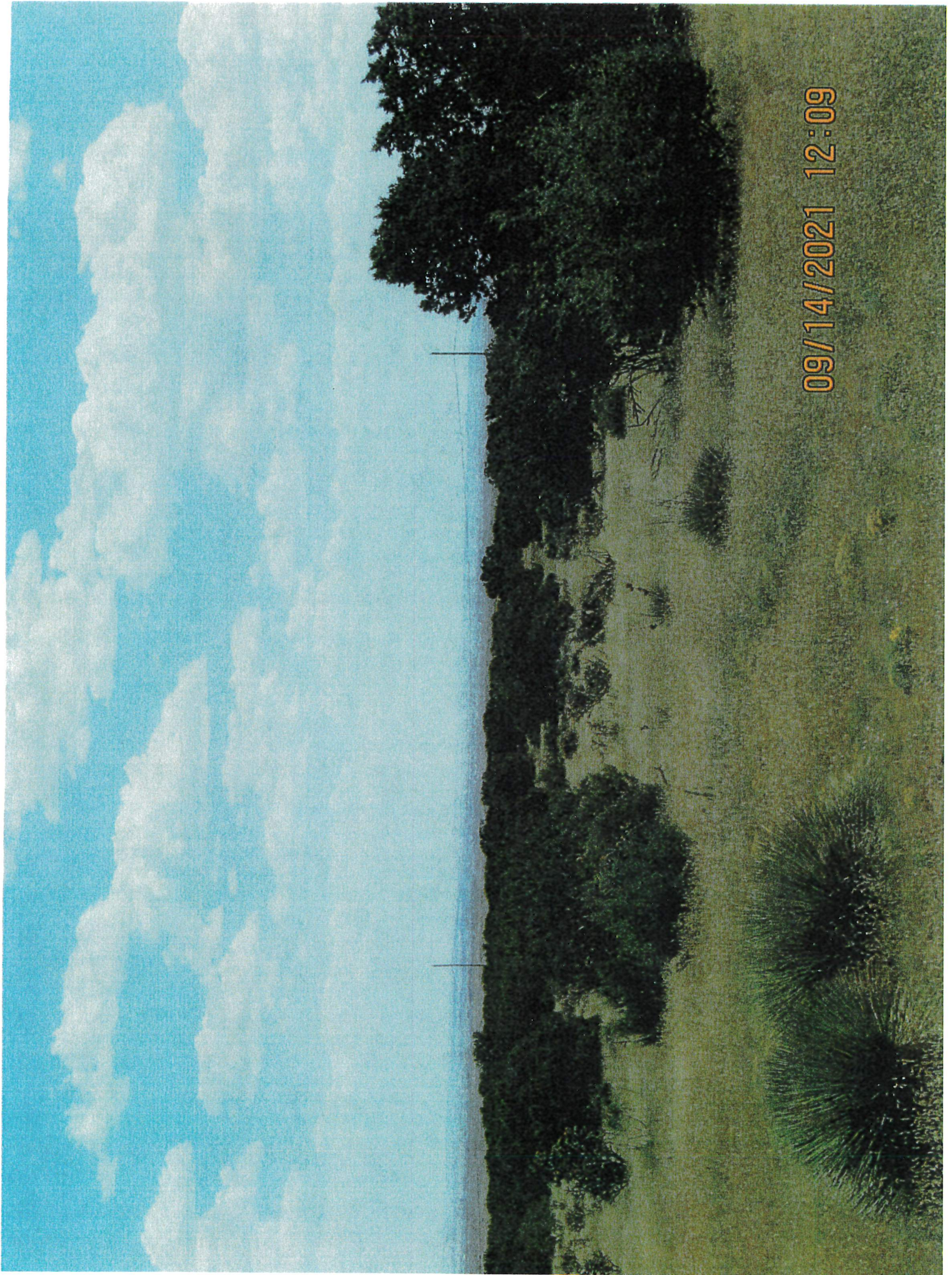
TO 10/7

09/14/2021 12:21

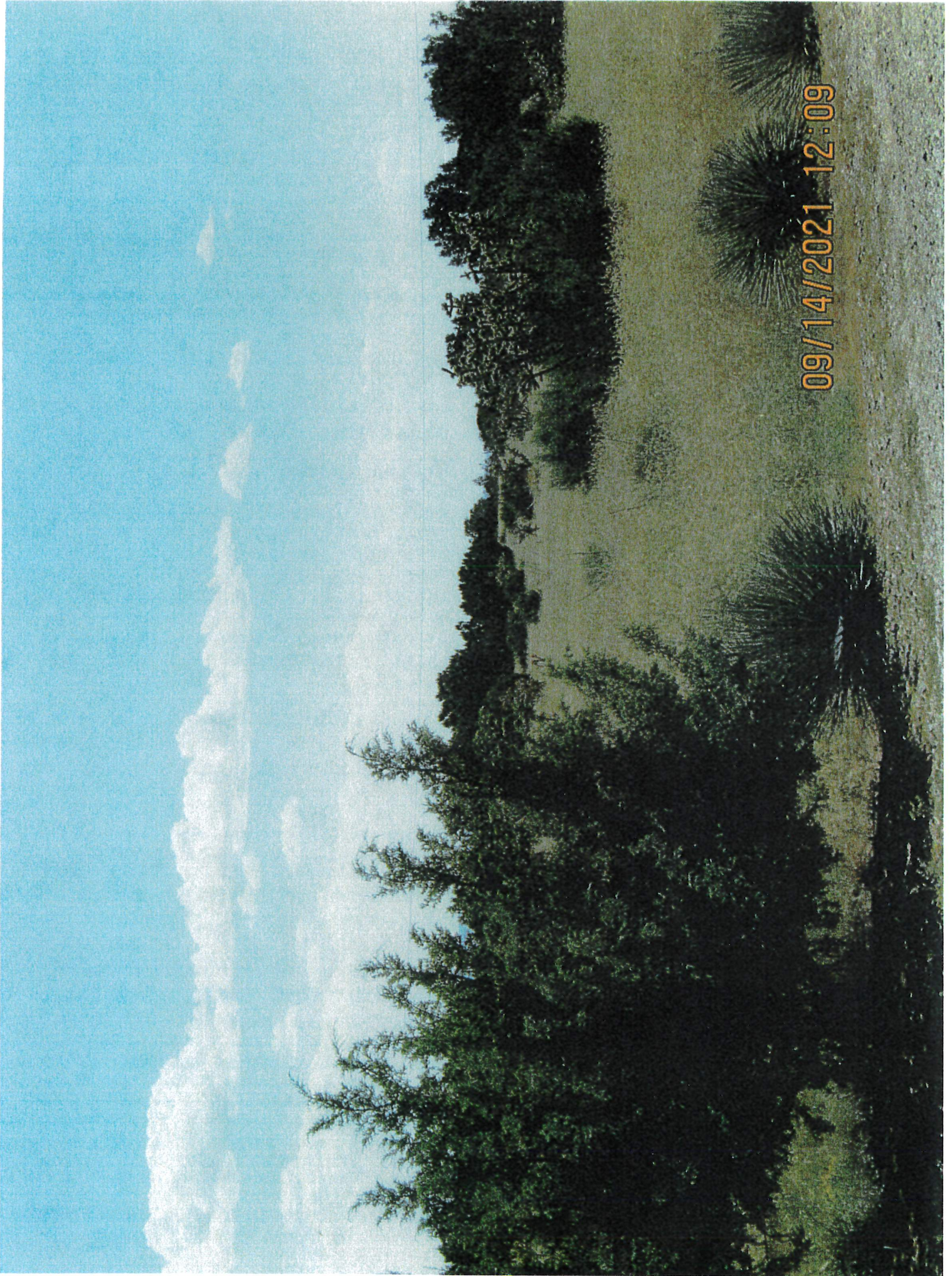
IT IS ILLEGAL FOR AN UNAUTHORIZED PERSON TO REMOVE OR TAMPER WITH THIS SIGN



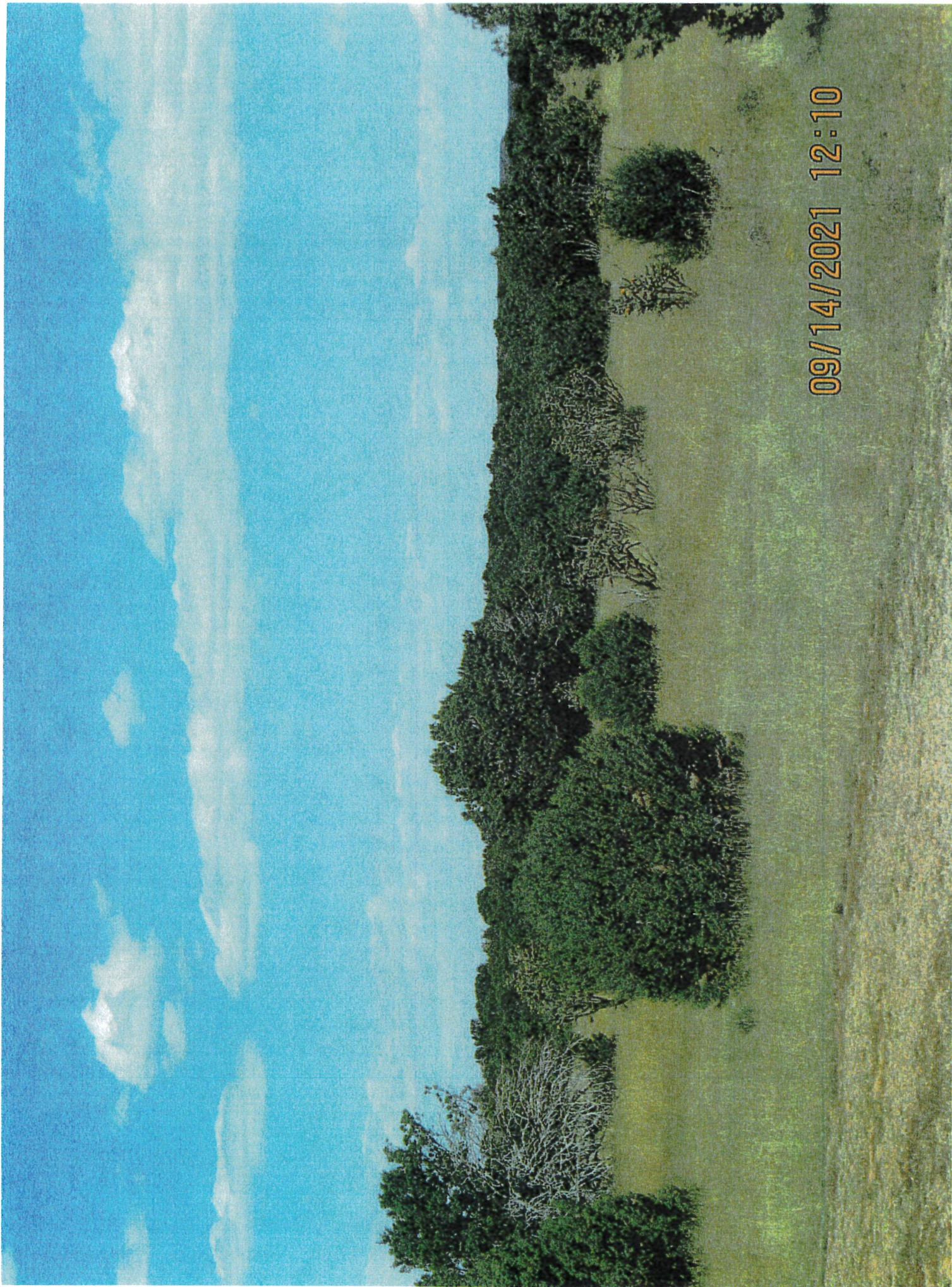
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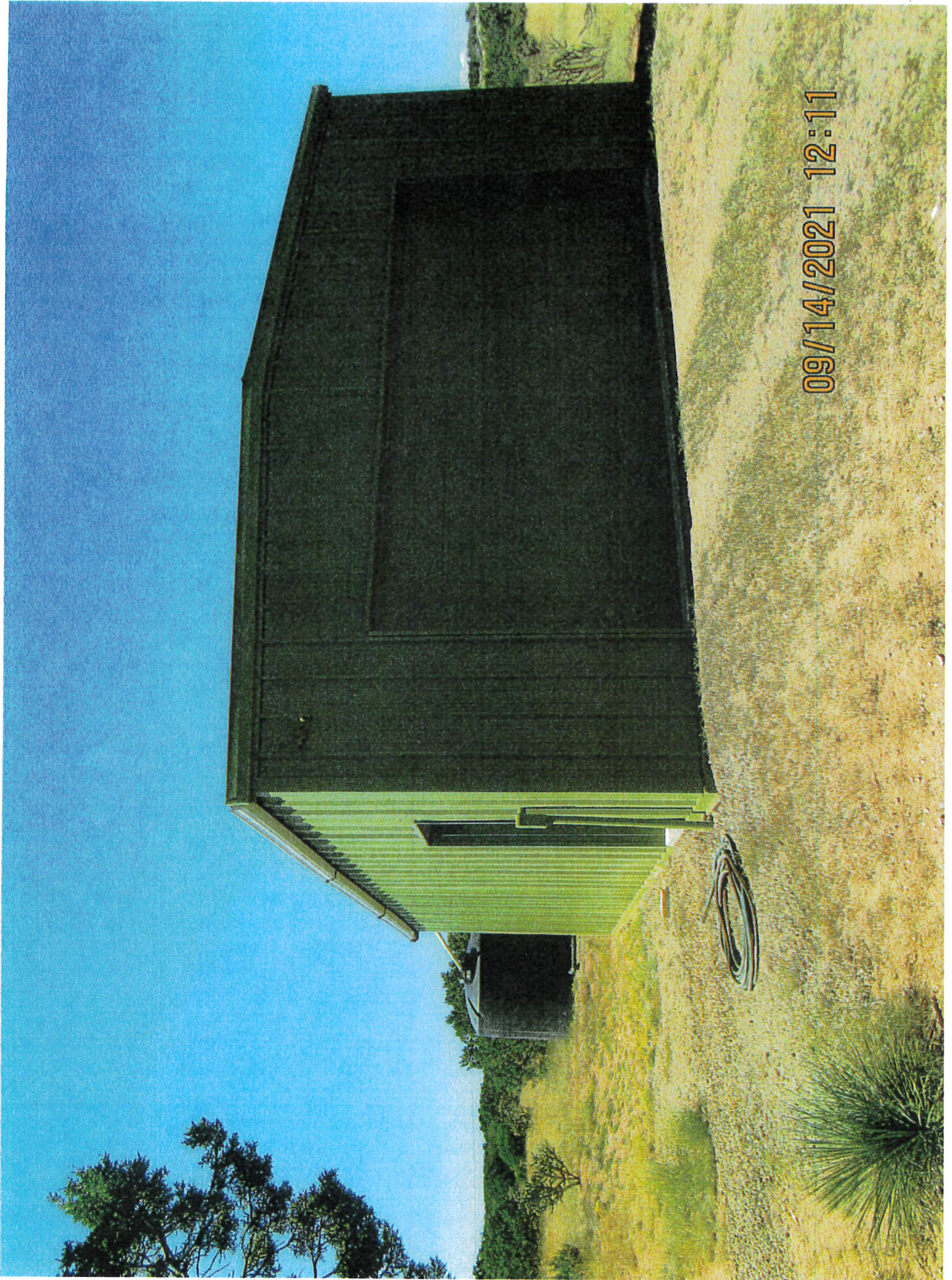
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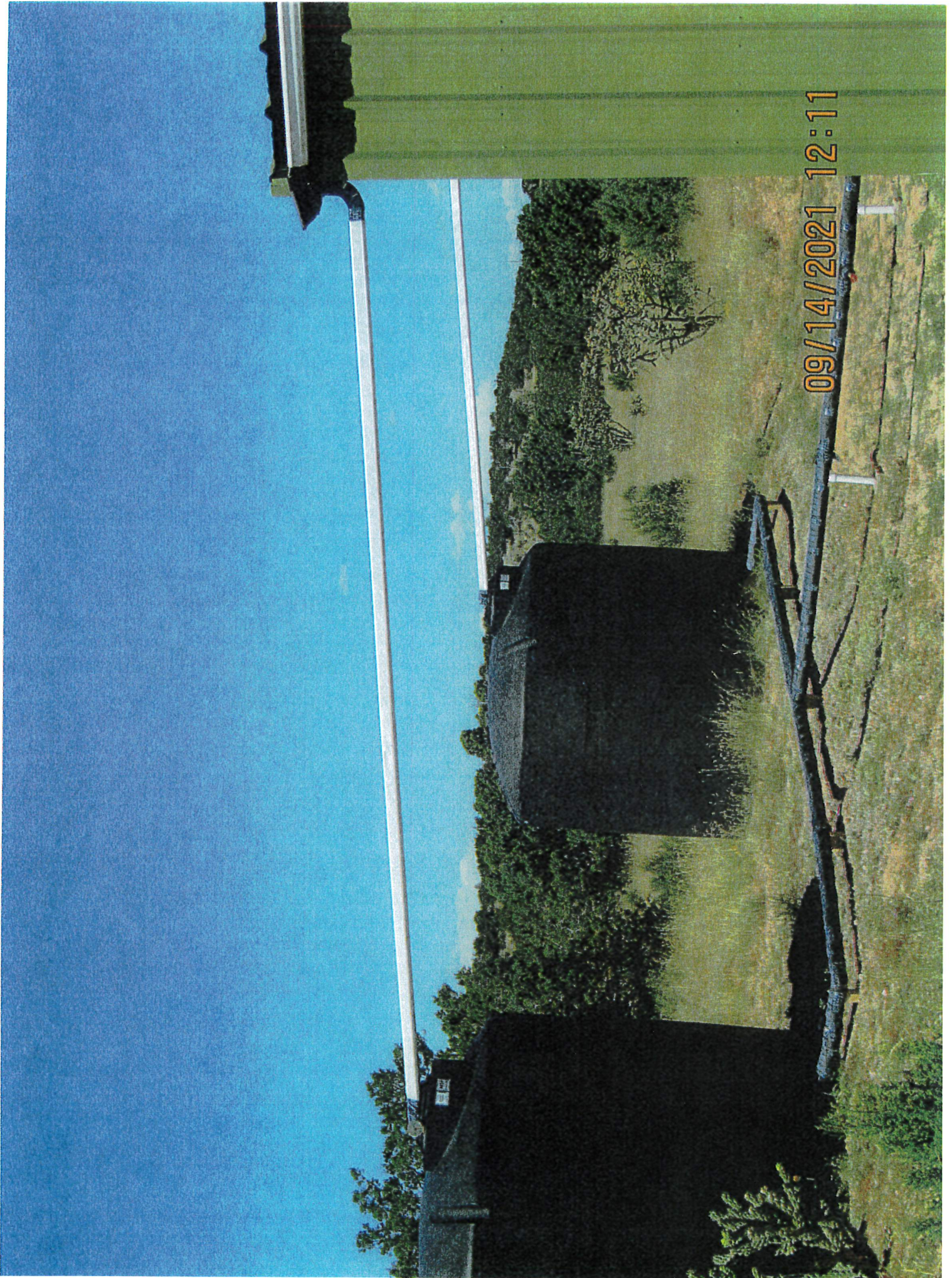
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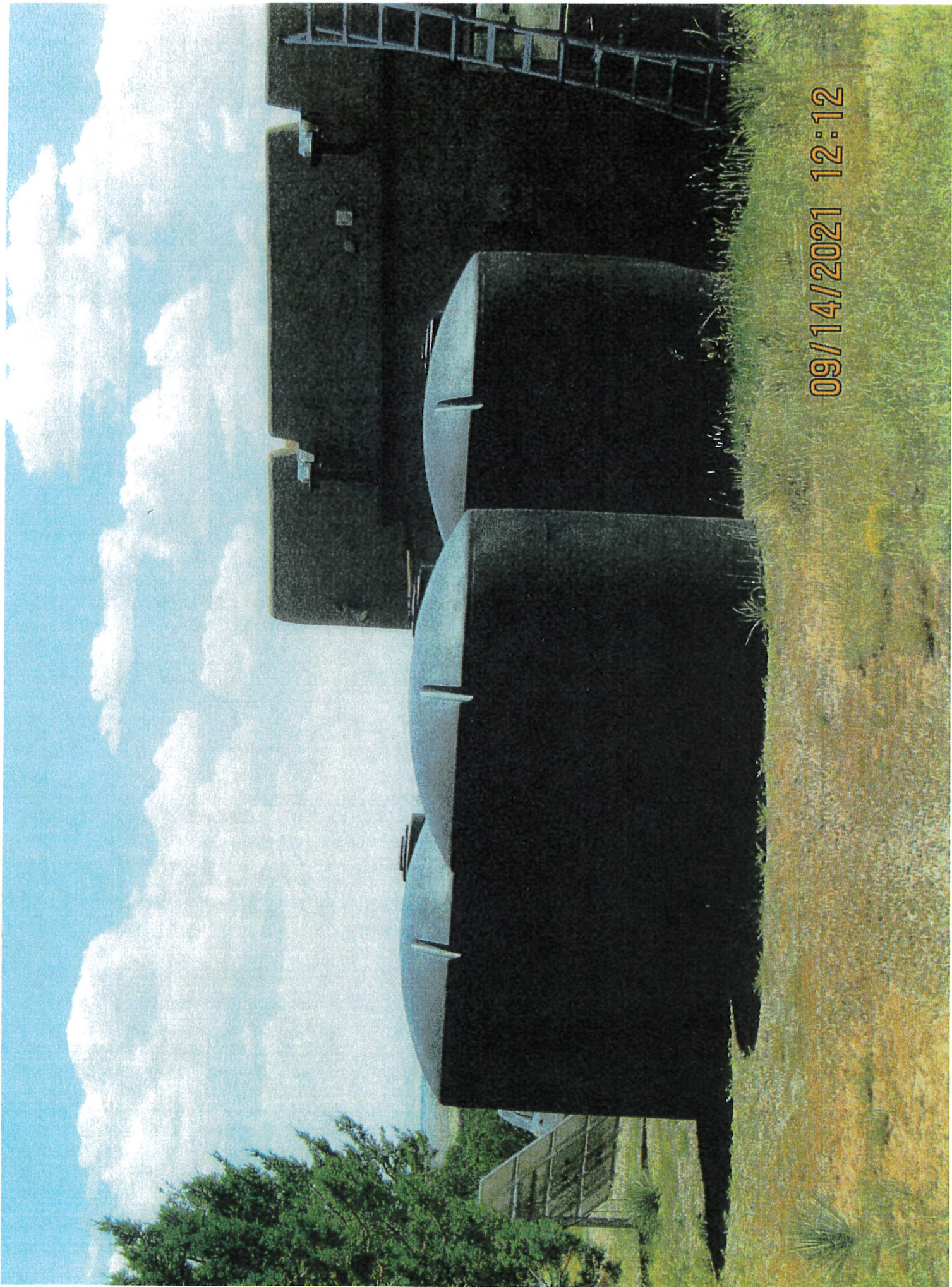
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09/14/2021 12:11



09/14/2021 12:11



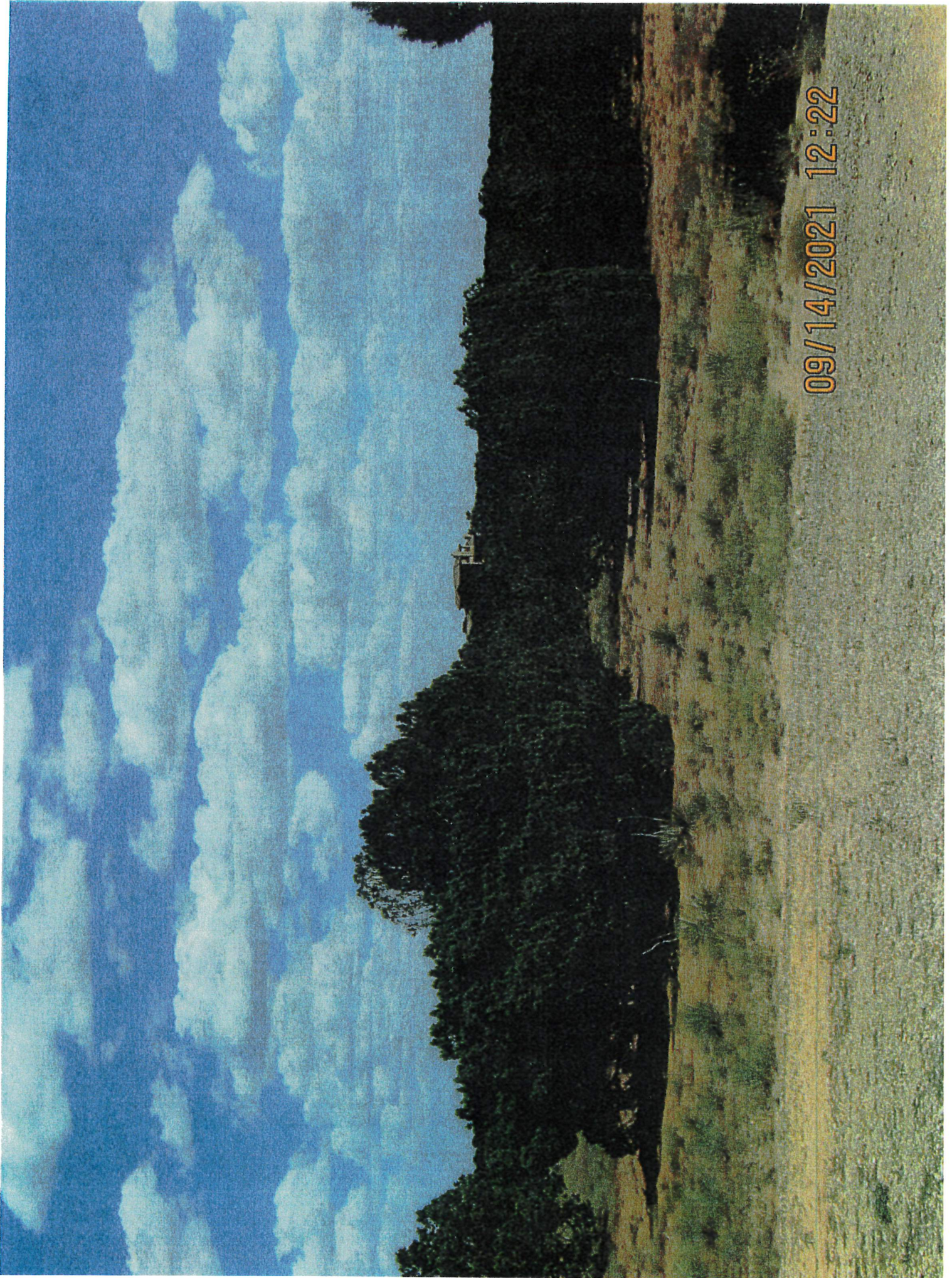
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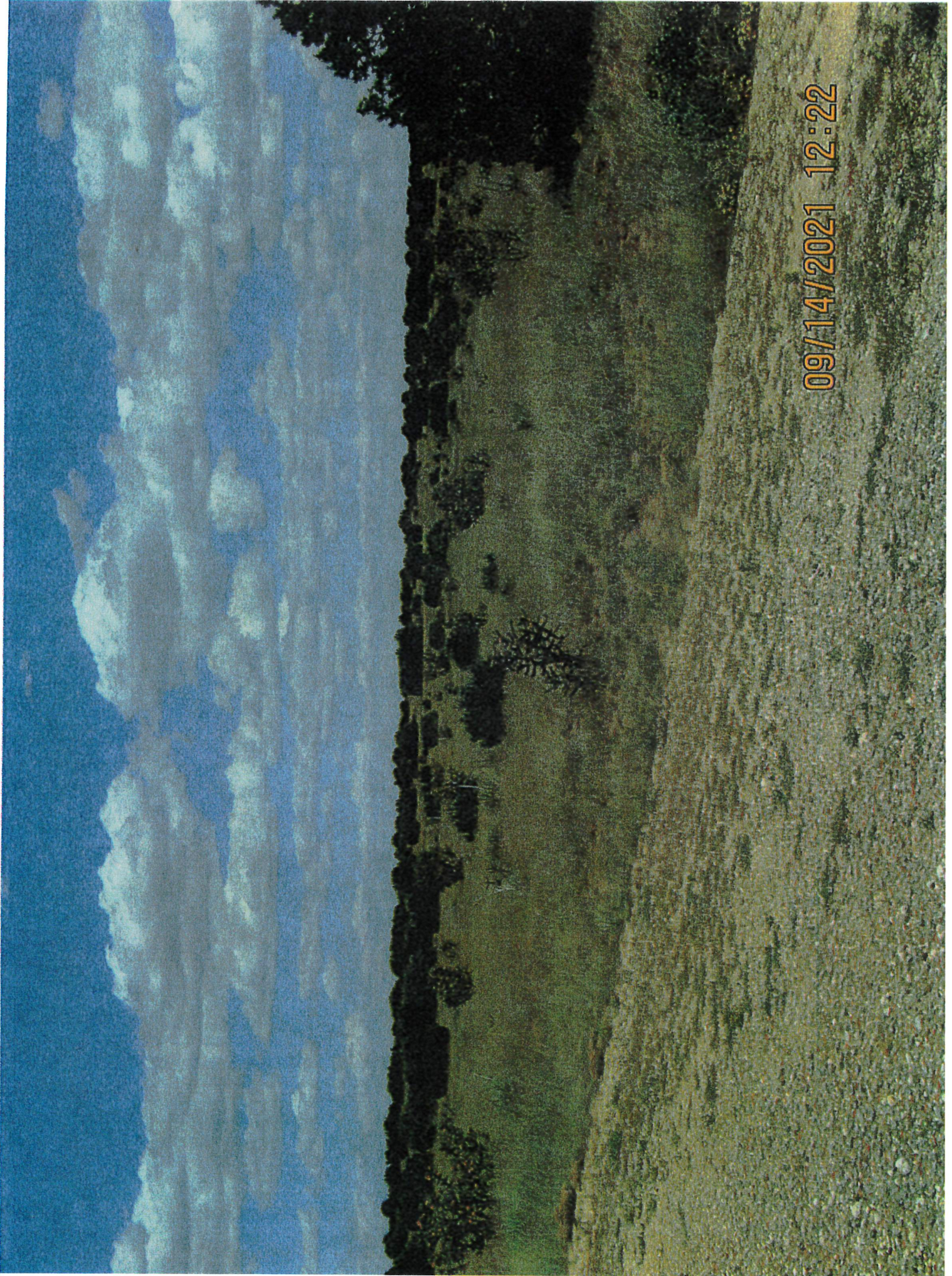


09/14/2021 12:22



09/14/2021 12:22





09/14/2021 12:22

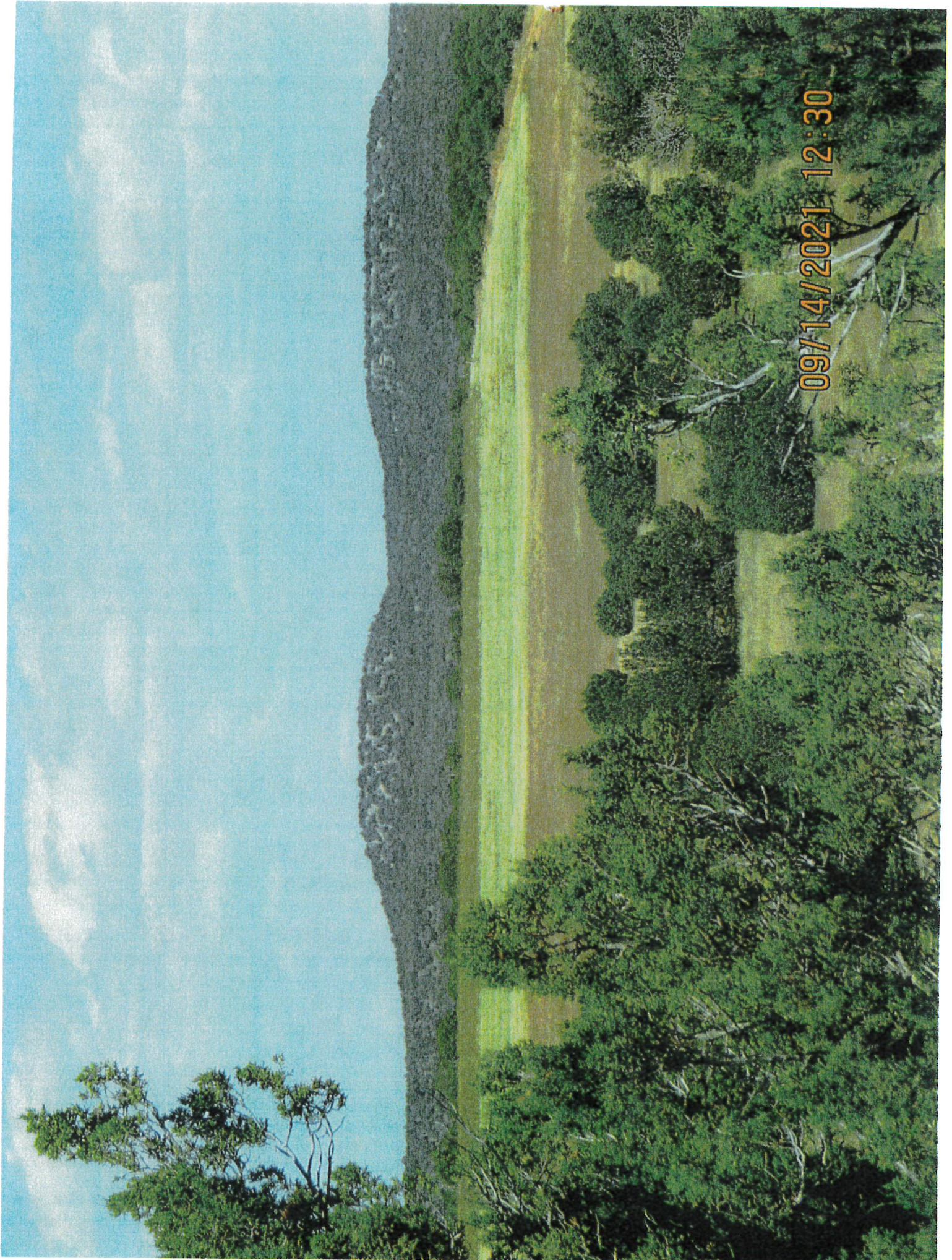


09/14/2021 12:23

MISSION HILLS RD

DEER RUN

09/14/2021 12:25



09/14/2021 12:30



14
1-041-040

MARSHALL RD W

ROCK HILL RD

23
1-041-039

26
1-041-038

QUIET VALLEY DR

MISSION HILLS RD

15
1-040-040

LESPERANCE RD

22
1-040-039

7N 7E

27
1-040-038

DEERE RUN DR

16
1-039-040

21
1-039-039

28
1-039-038

SUBJECT
PROPERTY

EXHIBIT 3

Chairman Lawson referred the matter to the Board for question or comment. **Mrs. Langell** asked since they had not owned the land for five years, if their children would be obligated to the five year minimum. **Mr. Guetschow** confirmed. **Chairman Lawson** understood they had owned the land less than two years. **Mrs. Aragon-Salas** explained they had owned the land about one year. **Chairman Lawson** noted each parcel was about 2.5 acres and could have its own well. **Mr. Guetschow** confirmed. **Chairman Lawson** explained that was enough room for a septic as well. **Chairman Lawson** requested a motion. **Vice Chairman Art Ducharme** made a motion to approve Action Item 5. **Mr. Frost** seconded.

Chairman Lawson began the roll call vote with Tina Estrada: Aye, Jim Frost: Aye, Vice Chairman Art Ducharme: Aye, Gail Langell: Aye, Chairman Harlan Lawson: Aye. All in favor. Motion carried.

Mrs. Aragon-Salas asked if they could have a shared well. **Chairman Lawson** explained they could have a contract that the County required for a shared well. **Mr. Guetschow** explained the contract was not between the owners, it was between the lots. This protected the water rights for any future owners of the subject properties.

6. Conditional Use Permit: Cannabis Greenhouse Operation

Applicant: Richard Strahlem
Agent: Self
Site: Lot 4, Mission Hills subdivision, being 13 Deer Run Ct.
Zone: AP-40, Agricultural Preservation, 40 acre minimum

Chairman Lawson introduced the item. **Mr. Richard Strahlem** came forward and was sworn. He stated that the letter of intent that he had submitted explained what was proposed and read it into the record. They had a detached building that was 24 x 30 feet. The intent was to use the space to grow two crops of cannabis twice a year. Each crop would consist of 270 plants. It took about 4 months to grow a plant from seedling to maturity. Plants were dried for a month and then trimmed to produce finished product. All aspects of the process would be conducted within the single structure. The cannabis product would be stored in a vault inside of the greenhouse. The Cannabis Control Division of the State Revenue and Licensing Department had published Licensing and Operational Requirements for Cannabis. The objective was the safe production of cannabis. Examples of requirements were fire safety, fire extinguishers, fire alarm, fire suppression system, security alarm system, digital video surveillance, and commercial grade locks, which they would meet and adhere to. Their intent was to maintain the property exactly as it was today. There would be no visible change or commercial traffic. Most of the supplies could be delivered by UPS. Transportation of product would be done with personal vehicles. In anticipation of water requirements they had installed an 18,000 gallon solar rain water harvesting system approved by the East Torrance Soil and Water Conservation District. They would continue to be good neighbors and good Torrance County residents. **Chairman Lawson** asked for comments in favor of the item. There were none. **Chairman Lawson** asked for comments in opposition to the item. **Mr. Guetschow** asked Mr. Strahlem to take a seat. He explained that after public and staff comment he would have the opportunity to rebut. **Mr. Jonathan Hagmaier** came forward and was sworn. He explained that he and his wife owned a lot adjacent to the subject property. He explained Mission Hills was a residential community and was in zone AP-40. The residents loved the rural setting and open space. They were concerned about the establishment of a cannabis greenhouse in a residential neighborhood. He explained there were many reasons to reject this application. First was it violated subdivision deed restrictions which prohibited operation of commercial entities of any kind on any lot in the subdivision. He was concerned that property values would drop if the permit was granted. His focus today related to ground water. Planning & Zoning designated the area in question a 40 acre minimum. This was done in conjunction with the State Engineers evaluation of the area, and in recognition of the limited ground water resources in the area. He explained the technical aspects of the fractured geology of the area. The resulting reservoirs were not aquifers and using these was actually mining fossil water. There was very little recharge into the groundwater reservoirs. It was a well-established fact that cannabis greenhouse operations required tremendous amounts of water. He referred to a study by the California Fish & Game, for the State of California, that stated one cannabis plant over 150 days required 900 gallons of water. Two planting cycles equaled 1800 gallons used. 270 plants were proposed. 200 plants at 1800 gallons per year equaled 360,000 gallons of water.

Mr. Hagmaier explained that his well produced about two gallons per minute. He could demonstrate a 10% decline in total volume of water produced per pumping over a fifteen year period. This reduction was due to only domestic water use. Every well in Mission Hills was designated domestic. The applicant's well would have to be re-designated to commercial use. He explained there were many other locations in Torrance County zoned for commercial greenhouse operations that had the ground water to support them. Ground water resources for all of the Mission Hills residents would be significantly impacted if the State issued a commercial water right for this operation. He explained letters of opposition had been submitted by the majority of stake holders in the community. Mr. Hagmaier requested the Board deny the application for the reasons given. **Chairman Lawson** referred to the comment about very little recharge of the reservoir, that rain water had no impact. **Mr. Hagmaier** explained that he monitored his well closely. Snow melt and rain fall provided no difference even in good years. He explained the technical aspects of fracture density. He couldn't say there was no recharge but the amount was not measureable. **Chairman Lawson** asked how deep his well was. **Mr. Hagmaier** explained 425 feet. Water stood at about 160 feet. It took about 2 ½ hours to replenish about 500 gallons. It took about a day to recover in the well bore. He repeated that he had documentation to show the well decline over the last fifteen years. He repeated his request to deny the application. **Ms. Janet Cool** came forward and was sworn. She explained she was Mr. Hagmaier's wife. They had chosen to build in Mission Hills based on neighborhood deed restrictions. The applicant had agreed to those same deed restrictions. She asked the Board to support the deed restrictions which maintained the residential integrity of the neighborhood by not granting this Conditional Use permit. **Mr. Randy Wright** came forward and was sworn. His primary opposition was based on the Mission hills Deed restrictions. Granting this permit would violate and possibly undermine the deed restrictions. He explained the benefits to the community gained by having the deed restrictions. He read Article 2 and Article 8 of the deed restrictions. He explained that Mr. Hagmaier was Dr. Hagmaier and had a PhD in geology. He asked the Board to deny the application. **Mr. Richard Simms** came forward and was sworn. He explained that he owned two 40 acre lots in Mission Hills. He thought that if this was approved it would be very hard to change would affect many people. **Mrs. Charlene Guffey** came forward and was sworn. She explained she lived in the county but did not live in Mission Hills. She was opposed and referenced proposed changes to the Ordinance discussed at the last meeting. She had several theoretical concerns regarding what might happen. **Mr. Strahlem** returned to the podium. He cited instances where the deed restrictions, including one instance of commercial activity, had been violated by others in the neighborhood. These violations had been ignored and allowed to take place. He referred to sections of the deed restrictions that had not been previously read. His well pumped 20 gallons per minute. His allocation was .5 acre feet per year, or approximately 162,000 gallons per year. His research indicated that the highest producing cannabis plant, about 16 ounces, would use 1 gallon of water per day. 1 gallon per day for 540 plants annually was about 64,000 gallons. His annual household use was about 81,000 per year, about half of their allotment. He felt they were well within their right to use the residential well, to re-purpose some of the water for cannabis. The solar rain water harvesting system noted earlier that would be used to supplement it currently held about 10,000 gallons. The greenhouse would be vented once per day through charcoal filters and would not have an odor impact. He had the rules and regulations from the Cannabis Control Division. These were stringent and difficult to comply with. If he was not standing here today the neighbors would not know if they were growing tomatoes in the greenhouse. They intended to use the revenue to supplement their retirement income.

11:00am Recess was called to make copies of the Cannabis Control Division rules and Regulations for the Board.

11:28am Meeting Reconvened

Mr. Strahlem returned to the podium. **Vice Chairman DuCharme** referred to the letter of intent. He took it that harvested water was to be used to grow the crop. Now Mr. Strahlem said he would use ground water for most of it and use the rain water to supplement. **Mr. Strahlem** confirmed. **Vice Chairman DuCharme** stated that made a big difference, as had been expressed the use of ground water was one of the main concerns. He explained that he had used collection systems and had never harvested more than 1,000 gallons. He didn't see how Mr. Strahlem got 10,000. **Mr. Strahlem** explained his research provided estimated harvest figures based on an average of 14.6 inches of rain, which was recognized as the accepted average rainfall for New Mexico. It had probably been less. Based on half of the roof surface area of the house, 2000 square feet, theoretically they could harvest 12,000 gallons a year.

He had 10,000 gallons and had started water collection in April. The roof area of the greenhouse was 600 square feet. He couldn't remember for sure but thought between the roof area of the house and greenhouse they could harvest 24,000 gallons per year. **Vice Chairman DuCharme** thought the rain fall estimate was very high for this area of New Mexico. **Mrs. Langell** commented that she had farmed and ranched in this valley her whole life. Three of the Board members were lucky to be in the aquifer. Mr. Strahlem was in a fracture. She had been told that when in a fracture the water could be gone in a heartbeat because there was no reservoir underneath to support it. She measured her rainfall. The last two or three years had been bad. This year had been good for rain and she thought maybe had 10 inches. She didn't know what it was in his area, but being a farmer and rancher she knew you could run out of water. **Chairman Lawson** asked for clarification that Mr. Strahlem's had gone dry. **Mr. Strahlem** clarified that on three occasions his well had electronic or mechanical failure and had not gone dry. **Chairman Lawson** asked Mr. Hagmaier to return to the podium. He asked for clarification on the 900 gallons of water per plant. **Mr. Hagmaier** returned to the podium. He repeated figure that was based on the study by the California Fish and Wildlife report to the State of California. He repeated the water requirement figures per plant and the projected water used for Mr. Strahlem's proposed crop. **Chairman Lawson** asked if he had additional sources for figures. **Mr. Hagmaier** explained he did not. He had used the one. **Chairman Lawson** gave Mr. Hagmaier the opportunity to respond to some of Mr. Strahlem's other comments. **Mr. Hagmaier** explained that Mr. Strahlem had attempted justify his violation of the deed restrictions by saying this was a common occurrence in the community. He explained that the instances cited by Mr. Strahlem were mostly in error and why. The instance of commercial activity wasn't really that. He was a hobby artist and had moved out of the community. He explained that Mr. Strahlem's well may produce 20 gallons per minute, and if so had a direct effect on other wells on connected fractures. He noted that Mr. Strahlem's well allocation was for domestic and not commercial use. He referred to his own water right which specifically stated it was not to be used for commercial purposes. He had a Davis weather station and year to date had received 10.5 inches. The average was 10 to 12 inches per year. **Chairman Lawson** asked Mr. Strahlem if he had a rebuttal. **Mr. Strahlem** returned to the podium. He explained he wouldn't be here except the State had legalized the production and use of cannabis. Re-purposing the well was part of the approval process by the State and would be applied for if his application was approved today. **Vice Chairman DuCharme** asked County Attorney John Butrick for an opinion. He explained that the Supremacy clause of the Federal Constitution stated Federal law trumped State law and their Constitutions. Although the majority of States allowed growing or possessing marijuana, it remained illegal under Federal law. According to the internet as late as July 6, 2021 Federal law makes it illegal to use, possess, grow, or sell marijuana. There was no exception to the medical or recreational use of it. Federal law was another aspect for possible denial of this Action. He cited the other objections made today. **County Attorney John Butrick** explained that his understanding of Federal law was that it was illegal per Federal law to have such things. That said, it hasn't stopped other States from doing what they are doing. It is also true that when there is Federal law and State law that are specifically on point on the same issue, and getting into the minutia of the details of the specific issues within the Statute of what can and can't be done, not just a larger item in terms of cannabis or no cannabis, specific issues of what is addressed, and what is not addressed. If Federal law speaks to it, and State law speaks to it, then the Federal law obviously would trump. If there is Federal law, and this is a common thing these days, what Federal law is being enforced and what is not being enforced. That's a discussion obviously beyond the powers of this Board, or himself as the County Attorney. That is something that is up to the Federal Government to prosecute or not to prosecute. Then there are items, and he didn't know the full extent of the cannabis law in terms of Federal or State. He hadn't read either one. If there are items that are typically handled by the State, or even items that the Federal government doesn't want to get in to. If the State is working on things and the Federal Government is not, then the court, meaning the Supreme Court, has typically said, ok Federal Government you have decided to make a choice here, a policy choice, whatever you want to call it, to not get involved, so you are allowing the States to get involved. In a lot of ways it's kind of a reverse 10th Amendment. He didn't know that he would agree with that argument, but that is the argument that is made, that where the Federal Government is not involved the States can do whatever they want, where the 10th Amendment obviously is wherever the Federal Constitution does not speak, that's the purview of the States. He would not get in to an argument on the 10th Amendment in terms of cannabis here. That was a lot larger discussion. He would tell us just from a practical matter... He would leave us with a question: Is the Federal Government enforcing the cannabis law, even though it is on the books. Are they enforcing other laws? Obviously no.

Does it mean that we would be in violation of Federal law? Potentially, not knowing the Federal law and having read the Statutes completely in all the context that is obviously a possibility. That hasn't stopped New Mexico or other States from going forward and doing what they are doing. **Vice Chairman Ducharme** explained there is a law on the books that specifically addresses marijuana. It was still classed as a Schedule 1 drug, on a par with heroine, LSD, and ecstasy, by Federal law. There was potential of violation of Federal law. **County Attorney John Butrick** agreed with the last statement. **Mrs. Langell** asked if the Board weighed heavily on the deed restrictions of a community. The Board had no control over the restrictions. How much should the Board consider a covenant in making a decision? **County Attorney John Butrick** explained that the only time the Board would take in to account a covenant, or any part of that covenant, to the extent that it was ever brought to the County Commission, and the County Commission actually approved that. Those were typically larger ideas such as water use. It was not something that he had seen on a specific topic. It was his understanding that this specific HOA covenant had not ever gone before the County Commission so they have never considered it, much less voted on it. If that is the case, the Board is not bound by this, because the County Commission is not bound by this. To the extent that we are not involved in the HOA covenant that is a private matter. A private matter between the applicant and the private Homeowner's Association proper. If it was something the County Commission had passed then we would have to consider it and it would be an issue between this Board, and the County Commission, and the applicant, and the Homeowner's Association but because it was not something, his understanding, was not passed or even considered by the County Commission, this is a private document, with a private Homeowner's Association that we would not consider. **Mr. Frost** asked for clarification that whether this item was approved or denied, if either party was aggrieved by the decision, they could appeal and go before the Commission. **County Attorney John Butrick** confirmed. **Mr. Frost** explained if either party was still not happy with the result they had the choice to go to court. **County Attorney John Butrick** explained they would have to exhaust their administrative remedies, they would have to go to the Commission first, and then if still aggrieved they could then take it to District Court. **Mr. Guetschow** read from Section 9 of the Ordinance the intent of the AP zone district, Permissive uses 9.2, zone regulations regarding Conditional Uses, and District standards 9.5 and 9.6. 9.6 was outdated by the current legislation. He continued with Section 21 Conditional Uses. He read Sections 21.A, 21.D and 21.E. Under Definitions he read Conditional Use. Section 5 Interpretation, 5.A and Section 6 General Provisions, 6.L. **Chairman Lawson** stated the centered on 100 acres did not apply. **Mr. Guetschow** confirmed. **Chairman Lawson** explained the Board could approve, deny, approve with conditions, or defer. **County Attorney John Butrick** confirmed. **Chairman Lawson** requested a motion. **Vice Chairman DuCharme** made a motion to deny Action Item 6. **Mrs. Langell** seconded. **Mrs. Tina Estrada** commented that she appreciated Mr. Strahlem coming forward and trying to do it right. **Chairman Lawson** agreed.

Chairman Lawson began the roll call vote with Tina Estrada: Aye, Jim Frost: Aye, Vice Chairman Art Ducharme: Aye, Gail Langell: Aye, Chairman Harlan Lawson: Aye. All in favor. Motion to deny Action item 6 carried.

Discussion Items:

Charlene Guffey speaker. Topics: Subdivision Ordinance Book, RV letters of Intent, Torrance County Park

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

Executive Session:

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

ADJOURN

**Having no more business, Chairman Lawson adjourned the meeting.
Meeting adjourned at 12:58pm.**

APPROVED

Passed, approved, and adopted this 4th day of November, 2021

Harlan Lawson, Chairman of the Board

Steve Guetschow, Planning & Zoning Director

DRAFT

EXHIBIT 4

ATTN: Mr. Steve Guetschow, Director
Torrance County Planning and Zoning Director

September 28, 2001

To the Board Members of the Torrance County Planning and Zoning Department:

LETTER OF OPPOSITION to Proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct.

We are Randy and Donna Wright, property owners and residents at 205 Mission Hills Road, and are writing to express opposition to the proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct.

Our primary opposition is based on the **Mission Hills Subdivision Deed Restrictions**, which do not permit any commercial business activity within the subdivision, and which all landowners agreed to at the time they purchased property in Mission Hills. Granting a conditional use permit or variance would violate or possibly undermine these Deed Restrictions created to maintain a residential community providing for the wellbeing, safety and security of all property owners. A copy of the Deed Restrictions is attached.

Following are specific references to business activity as described in the Deed Restrictions.

Article 2 of the Deed Restrictions states that properties shall be for residential use only and that no commercial business or enterprise shall be conducted or allowed on the property.

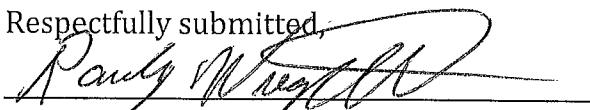
Article 8 of the Deed Restrictions further states that no commercial activity of any kind shall be carried on upon any lot, nor shall anything be done on this lot, which shall constitute a nuisance to any other lot owner.

Our opposition is also based on these potential negative effects:

- The loss of neighborhood and community character
- A decrease in the market value of Mission Hills properties
- All water wells in the Mission Hills Community are domestic use only permits issued by the NM State Engineer's office. In accordance with the NM Cannabis Control Division, a Cannabis Greenhouse Operation requires commercial water well right from the State Engineer, which is not approved.

Please, **Do not** approve this application for a Conditional Use Permit for a Cannabis Greenhouse operation in the residential community of Mission Hills. Single family residential without commercial enterprises best fits the current AP 40 zoning designation for Mission Hills, which does not permit the production or cultivation of cannabis.

Respectfully submitted,



Randy Wright

9/28/2021



Donna Wright

Torrance County
Planning & Zoning

SEP 29 2021

Received by SG

Time: 2:00pm

File Copy

Attachment: Copy of the Mission Hills Deed Restrictions

9940344

Amended 12-8-99

DECLARATION OF RESTRICTIONS
MISSION HILLS SUBDIVISION
TORRANCE COUNTY, NEW MEXICO

This Declaration of Restrictions ("Declaration") is made by Mission Properties, Inc., a New Mexico corporation, hereinafter referred to as "Grantor". Grantor owns the real property described herein.

The property which is subject to this Declaration is located in Torrance County, New Mexico, and described as follows:

A SUBDIVISION OF S 1/2 S 1/2 S 1/2 S 1/2 SW 1/4 SECTION 14
S 1/2 N 1/2 S 1/2 S 1/2 S 1/2 SW 1/4 SECTION 14, SECTION 22,
W 1/2 SECTION 23, NE 1/4 SECTION 27, TOWNSHIP 7 NORTH, RANGE 7 EAST
N.M.P.M., TORRANCE COUNTY, NEW MEXICO
(hereinafter the "Property").

All the reservations and restrictions hereinafter set forth are made for the benefit of each and every current or subsequent owner of any of the land described above, or any interest therein, and shall inure to and bind all subsequent owners thereof, said restrictions, reservations and covenants being as follows:

1) DURATION. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them until Dec. 31, 2010, at which time said covenants shall be automatically extended for successive ten-year periods, unless sixty-seven percent (67%) or more of the record owners of the lots make a written election not to renew the covenants.

2) RESIDENTIAL USE. The property shall be for residential use only. No commercial business or enterprise shall be conducted or allowed on the property. The lots shall not be further divided except for the mortgage or financing exemption as outline by the Torrance County Zoning Ordinances. No structures or improvements shall be erected, altered, placed or permitted to remain on the lots other than one detached single-family dwelling and buildings related thereto unless approved in writing by the Architectural Control Committee. Detached garages or other outbuildings shall conform in construction and design to the related residence, and the design of all such detached structures must be approved by the Architectural Committee.

3) SET-BACK RESTRICTIONS. Except by specific consent of the Architectural Control Committee, no buildings shall hereafter be constructed on any lot nearer than 150 feet from any of the lot boundaries nor shall any structure or livestock facility be built in the flood zones noted on the "FEMA 100 year flood plane map".

ANY RESIDENCE, STRUCTURE, OR IMPROVEMENT ON THESE LOTS SHALL BE LIMITED TO A MAXIMUM HEIGHT AS PER COUNTY ORDINANCE.

4) ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee (hereinafter called the Committee) is hereby established, initially consisting of Kirk T. Cobb, Brian D. Cobb and Thomas P. Cobb Jr. as the appointees, to serve for a period of ten (10) years from the date hereof or until their successors shall be appointed and qualify. The Committee shall consist of not less than two (2) persons. Vacancies occurring either before the end of or as a result of the expiration of such ten (10) year term shall be filled by the person receiving the most votes of lot owners who actually cast timely ballots. Each lot shall be entitled to one vote regardless of how many people may claim an ownership interest in all or any portion of the said lot.

5) COMMITTEE DECISIONS. The Committee shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid, in the event such plans and specifications are not in accord with all the provisions of this Declaration, or if a design or color scheme in the proposed structure is not in harmony with the general surroundings of such lot or the adjacent structure, or if the Committee deems said plans and specifications to be contrary to the spirit and intent of these restrictive covenants, or contrary to the interest and the welfare and rights of the other owners. The decision of the Committee in any of these matters shall be final, and no building or improvement of any kind shall be constructed or placed on any lot in the subdivision without the prior consent of the Committee.

Neither the Committee nor any of its members shall be responsible in any manner whatsoever for any defect in any plans or specifications submitted nor as revised by said Committee, or for any work done pursuant to the requested changes of said plans and specifications. The exterior of all buildings on all lots shall be finished according to plans approved by the Architectural Control Committee within twelve (12) months of start of construction.

6) PLAN SUBMISSION AND APPROVAL.

BEFORE ANYONE SHALL COMMENCE THE CONSTRUCTION, REMODELING, ADDITION TO, OR ALTERATION OF ANY BUILDING, STORAGE SHED, OUTBUILDING, SWIMMING POOL, WALL, FENCE, TANK, ANTENNA, OR OTHER STRUCTURE OR IMPROVEMENT WHATSOEVER, OR BEFORE INSTALLING ANY LANDSCAPING ON ANY LOT, TWO (2) COMPLETE SETS OF FINAL PLANS SHALL BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE.

No new structure or improvement of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefore have received such written approval herein provided. Such plans shall include plot plans showing the location on the lot of any structures proposed to be constructed, placed, altered, or maintained, and elevation of same, together with the proposed color scheme for roofs and exteriors thereof, indicating materials for same. The Architectural Control Committee is authorized to charge a fee of not more than \$200.00 for review of plans and specifications to be paid at the time of submission of the plans and specifications.

Each structure that will use water shall have water conserving fixtures installed, including but not limited to: low-flush toilets, low-flow shower heads, low-flow faucets, water saving dishwashers (appliances) and insulated hot water pipes.

7) GENERAL PROHIBITIONS. THE ARCHITECTURAL CONTROL COMMITTEE WILL NOT APPROVE THE FOLLOWING:

- A) Translucent or transparent garage doors.
- B) Choice of exterior colors that do not blend into the natural terrain.
- C) Manufactured homes, single or double-wide mobile homes, or trailer houses.
- D) A residence having less than 1500 square feet of living area. Living area shall include heated and/or air conditioned areas and shall exclude garages, porches, patios, decks and breezeways. All permitted homes that have less than 2000 square feet of living area shall have a deck or porch area equal to twenty percent (20%) of the living area.

8) COMMERCIAL ACTIVITY. No commercial activity of any kind shall be carried on upon any lot, nor shall anything be done on this lot which shall constitute a nuisance to any other lot owner. Commercial kennels and commercial horse boarding shall not be allowed within the property.

9) GARBAGE. No trash or garbage shall be burned on the premises. Garbage shall be placed in covered containers, said containers to be concealed from public view by an attractive enclosure. No construction or building materials may be stored outside or upon the lots after construction is complete. It shall be the responsibility of the owners of the lot, vacant or otherwise, to keep the lots, and all easement areas encompassed within the boundaries of said lot, clear of trash, appliances, inoperative or disabled vehicles, rubbish and noxious materials.

10). TEMPORARY BUILDINGS. No trailer, mobile home, tent, shack, garage or other outbuilding shall be used as a residence, temporarily or permanently.

11) UNUSED VEHICLES. No commercial type vehicles, trucks, campers, boats, house trailers, mobile homes, recreational vehicles, or camper trailers shall be visibly parked or stored on any residential lot or tract for an unreasonable period of time (15 consecutive days or 60 non-consecutive days or more in any one year) except in enclosed garages or screened enclosures, nor may any such vehicle be parked on any roadway within the subdivision except while engaged in transport to and from a residence. For the purpose of this covenant a 3/4 ton or smaller vehicle, commonly known as a pick-up truck, shall not be deemed a commercial vehicle or truck. Such vehicle shall be deemed a commercial vehicle or truck when equipped with a camper and shall not be exempt from the restrictions heretofore mentioned in this section.

No unused automobiles or vehicles of any kind except as hereinabove provided shall be stored or parked on any roadway within the subdivision except in a closed garage. An "unused vehicle" shall be defined as any vehicle that has not been driven under it's own power for a period of fifteen (15) consecutive days or longer. In the event any unused vehicle remains parked on any tract or lot within the property boundaries, the Committee shall have the right to direct it's removal after 48 hours notice to the owner thereof, the expense to be charged against the owner thereof, and such charges shall become a lien upon the recording of a notice of lien and shall be enforceable.

12) **LANDSCAPE.** Natural vegetation is to be left undisturbed, where practical, on all lots except for access to property, clearing of building sites and establishment of lawns and flower beds adjacent to buildings. Natural vegetation is to be restored to its original state whenever and wherever possible and landscaping completed within 180 days of completion of the construction of the house. There will be no clear-cutting of trees on any lot. No vegetable farming will be allowed other than small gardens that will produce vegetables for the consumption of the particular lot owner. Desert landscaping is recommended wherever possible. Two complete sets of landscaping plans shall be submitted for approval prior to any landscaping being undertaken.

Driveways and parking areas shall have a minimum of four inches (4 ") depth of a base material and a minimum of 14 ' feet width in place so as to preserve function of the drive and parking areas and to preserve public appearance. Any private drive for any lot owner shall be and have the responsibility of any needed culverts for area drainage. All plans for drives shall be submitted to the Committee for approval before construction shall begin.

13) **DOMESTIC PETS.** No animals shall be kept on any lot except domestic cats, dogs, small indoor pets, horses, cattle, sheep or goats. In no case shall more than a total of 5 dogs and/ or cats be allowed (per the Torrance County definition of "Kennel"). There shall be allowed no more than 1 horse allowed on an open 40 acre lot and no more than 4 total horses allowed per lot. When two (2) or more horses are kept on any one lot, they shall be kept in a pen or smaller stable type confinement and be restricted to supplement feeding and not be allowed to open grazing outside of the pen or stable type confined area. Project animals for agriculturally based clubs and organizations, such as but not limited to: (4-H, public schools agriculture classes and FFA) will be allowed with all mentioned restrictions applying to such project animals. All animals must be kept within a properly fenced boundary and are not allowed to roam outside of their owner's lot. Cattle, horses, sheep and goats must be kept within proper and adequate fencing, which shall be at least 5 wire (slick or barbed) and or net fencing with posts on a minimum of 15-foot centers. Keeping of these animals will be in accordance with county and city ordinances. No pigs will be allowed. No exotic animals are allowed, including but not limited to ostrich, emu, and llama, without the prior written consent of the Committee. Cattle guards shall be allowed as long as they remain functional for the purpose of containing livestock

14) **FIREARMS.** Discharge of any type of firearm on the property is strictly prohibited.

15) **SIGNAGE.** No advertisements, signs, billboards, unsightly objects or nuisance shall be erected, placed or permitted to remain on any of the tracts without the prior written approval of the Committee.

16) **DESTRUCTION OF PROPERTY.** In the event that any structure is destroyed, wholly or partially by fire or any casualty, such structure shall be promptly rebuilt or repaired to conform to this Declaration, or shall be removed from the lot and the lot restored to its original condition, except as permitted by the Architectural Control Committee.

17) GRANTOR'S RIGHTS. Any and all of the right, title, interest and estate given to or reserved by the grantor herein or on the plat may be transferred or assigned to any person or legal entity by appropriate instrument in writing duly executed by the grantor and recorded in the office of the County Clerk of Torrance County, New Mexico, and wherever the grantors are referred to, such reference shall be deemed to include their successors and assigns. No delays or omission on the part of the undersigned, it's successors or assigns, or of the owners of the lots in said subdivision having the right hereunder to exercise the same, in exercising any right, power or remedy herein provided for in the event of any breach of the restrictions, covenants or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue, nor shall any action be brought or maintained by anyone whatsoever against the undersigned, it's successors or assigns, for neglect to exercise any right, power or remedy herein provided for in the event of breach of said covenants, restrictions or reservations.

18) OWNER'S ASSOCIATION. The original Grantor may establish an owner's association in order to manage and maintain any roadways within the subdivision until such time as Torrance County accepts these roadways as public roads. If such an association is formed, it shall be organized by the original Grantor, or with it's approval, and shall be organized as a non-profit organization under New Mexico law. Each owner of a lot within the property shall be a member of the association for as long as such ownership shall continue. The rights and obligations of an owner and membership in an association may not be assigned, transferred, pledged, conveyed or alienated in any way, except upon transfer of ownership of the lot. Multiple owners of a single lot shall be entitled to one vote per lot owned.

If an association is formed, the association shall have the obligations and duties of and be subject to this Declaration and may take such actions as may be reasonably necessary to carry out the restrictions, limitations, covenants and conditions of this Declaration.

If an association is formed, the association shall not own or hold title to any real property, but shall manage and maintain the roadways within the subdivision and associated area. The association (or Grantor if no association is formed) may charge an assessment in order to manage and maintain the roadways and associated area, and to carry out other duties set forth in this Declaration. Any general assessment shall be made equally against each lot within the property. Assessments may be made for solid waste collection and the construction and maintenance of water storage facilities and related equipment for fire suppression within the subdivision. Special assessments related to expenses, including attorney's fees and costs, resulting from acts or omissions of a particular owner, his guests or invitees, and penalty assessments imposed in order to obtain compliance with the Declaration may be imposed by the Grantor, it's assigns, or by any owner's association. Any assessment shall be a personal obligation of the owner(s) and a lien against the owner's property. Interest on any unpaid assessment shall accrue at the rate of 18% per annum from the date of assessment. The Grantor, it's assigns, or the owner's association shall recover reasonable attorney's fees in any action to collect unpaid assessments. A lien for unpaid assessments, interest, attorney's fees, costs and expenses may be filed thirty (30) days after due and may be foreclosed thereafter in accordance with New Mexico law.

19) REMEDIES. No party hereto, or any of them, or their grantees, successors in interest or assigns, shall violate or attempt to violate any of the covenants herein provided.. Every act or omission whereby any restriction, covenant or condition of this Declaration is violated in whole or in part is hereby declared to be and to constitute a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative relief. Each owner waives any requirement for the posting of any bond in order to obtain such relief. Any owner of any portion of the property shall have the right to prosecute any action in the proper court to enjoin violations of this Declaration and to recover damages. The Grantor, it's assigns and any owner's association, shall be entitled to recover attorney's fees, costs and expenses.

20) SURVIVAL CLAUSE. Invalidation of any of these covenants shall in no way effect the validity of the other provisions, which shall remain in full force and effect.

21) AMENDMENT. This declaration, or any part hereof, may be repealed or amended upon the written consent of the record owners of sixty-seven percent (67%) or more of the lots within the property. Each lot shall be entitled to one vote.

22) GOVERNING LAW. This Declaration shall be construed in accordance with New Mexico law.

23) NO JOINT VENTURE. The Grantor has agreed to allow the property owned by it to be governed by this Declaration. However, nothing in this Declaration shall be construed to create a partnership, joint venture, or similar joint undertaking by the Grantor with any other person or entity.

WITNESS its hand this 8th day of December, 1999.

MISSION PROPERTIES, INC.
By: Kirk T. Cobb
Kirk T. Cobb, President

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
COUNTY OF Terrance) SS.

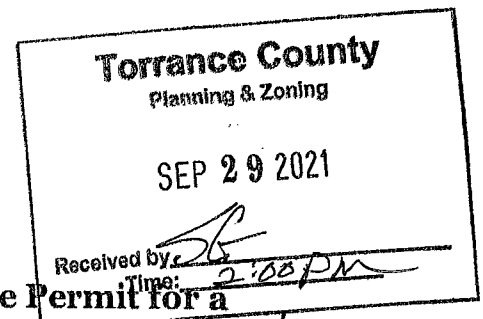
The foregoing instrument was acknowledged before me on December 8, 1999, by: KIRK T. COBB, President of Mission Properties, Inc., a New Mexico corporation, on behalf of said corporation.

My commission expires: 4-29-2001

[Signature]
NOTARY PUBLIC

ROXIE M. ENOVIAS
NOTARY PUBLIC
STATE OF NEW MEXICO
Commission Expires 4-29-2001

Steve Guetschow, Director
Torrance County Planning and Zoning Director
P.O. Box 48
Estancia, NM 87016



LETTER OF OPPOSITION to Proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct.

File Copy

To Whom It May Concern: I am Richard W. and M. Barbara Simms, a property owner in the Mission Hills Community. I am writing to express my opposition to the proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct. The requested Conditional Use Permit for this site is not consistent with the broader intent of the Mission Hills Subdivision Deed Restrictions, which all landowners agreed to at the time they purchased property in Mission Hills. Article 2 of the Deed Restrictions states that properties shall be for residential use only and that no commercial business or enterprise shall be conducted or allowed on the property. In addition, article 8 of the Deed Restrictions further states that no commercial activity of any kind shall be carried on upon any lot, nor shall anything be done on this lot which shall constitute a nuisance to any other lot owner. A granting of the requested use permit would undermine the fundamental basis for maintaining a residential community, which all Mission Hills land owners agreed to and expect to be implemented on a continuing basis for the wellbeing of all owners.

Our opposition is also based on these potential/probable negative effects:

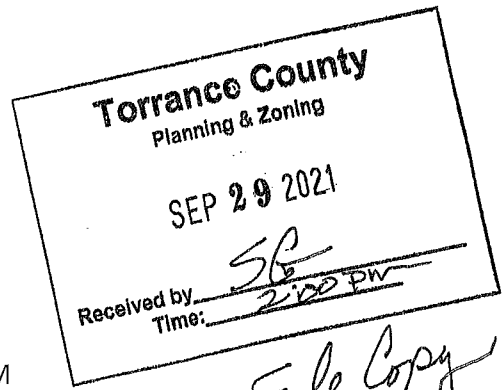
- Granting the permit would contradict the Subdivision Deed Restrictions, which prohibits commercial operations on all lots.
- The loss of neighborhood and community character
- A decrease in the market value of Mission Hills properties
- Increased traffic on community ingress and egress roadways and additional road maintenance costs which are totally funded by a community road maintenance association
- Rapid depletion of groundwater aquifer resources resulting from known cannabis requirements for high volumes of irrigation water. Additionally, all water wells in the Mission Hills Community are domestic use only permits issued by the NM State Engineer's office. A Cannabis Greenhouse Operation will require a commercial water well right from the State Engineer because commercial use of water under domestic use permits is prohibited.

Please DO NOT approve this application for a Conditional Use Permit for a Cannabis Greenhouse operation in the residential community of Mission Hills. Single family residential without commercial enterprises best fits this neighborhood and community.

Respectfully, Richard W. Simms
M. Barbara Simms Date 9-27-2021

Rev: Ord no 2008-004 4/23/2008

To: Mr. Steve Guetschow
Planning and Zoning Director
Reference: Art and Amanda Archuleta #69 Linda Vista, Tajique NM
Request: Conditional use Permit



We are in opposition of this request.

Upon purchase of land on the same road, conditions for sale from the seller to us, ONLY one home dwelling per 20 acres. If this request is approved, it will set a precedence for other homeowners in the Linda Vista subdivision to follow the same pattern of requesting additional homes to be added.

We would appreciate the Zoning Department to honor the openness of this subdivision and maintain the structure to one per 20 acres and not add additional homes so we can maintain the quality of life we now have.

Thank you,
Paul and Rosemary Chavez
#89 Linda Vista
Tajique NM
505-269-5175
Pmichaelchavez@gmail.com

ORIGINAL SENT SEPT 1 2021

MEETING ID 825 3612 4760

THANK YOU

Paul Chavez

505 269 5175

fair copy

Torrance County	
Planning & Zoning	
OCT 04 2021	
Received by: <u> DG </u>	Time: <u> 2:00 PM </u>

Erika Winkelhake
 1400 Gross Dam Road
 Golden, CO 80403
 28 September 2021

Mr. Steve Guetschow, Director
 Torrance County Planning and Zoning Board
 P.O Box 48
 Estancia, NM 87016

Re: Proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct.

Dear Mr. Guetschow:

I own Lot 10 in Mission Hills Subdivision. I am writing to express my **opposition** to the Proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct.

However, before I set out my reasons for opposing this, I want you to know that I am quite angry that I did not receive any notification of this action from your office. The information was forwarded to me by a resident of Mission Hills. I find it unacceptable that, while Torrance County has no problem sending me a tax bill each year, your office has not seen fit to send ALL of the owners of property in Mission Hills Subdivision written notice of this hearing. I also find it problematic that such a clear violation of the Deed Restrictions is even entertained for review by the Planning and Zoning Board.

I have not been able to locate a copy of Torrance County subdivision law, but in Colorado subdivisions have to file significant documentation in the form of Declarations and Covenants clearly describing the limitations of use within the subdivision prior to development. Such documentation is of record and is binding and enforceable.

The requested Conditional Use Permit for this site is clearly not consistent with the broader intent of the Mission Hills Subdivision Deed Restrictions which all landowners agreed to at the time they purchased property in Mission Hills. Article 2 of the Deed Restrictions states that properties shall be for residential use ONLY and that NO commercial business or enterprise shall be conducted or allowed on the property. In addition, article 8 of the Deed Restrictions further states that no commercial activity of any kind shall be carried on upon any lot, nor shall anything be done on this lot which shall constitute a nuisance to any other lot owner. A granting of the requested use permit would constitute a nuisance to other lot owners. A granting of the requested use permit would undermine the fundamental basis for maintaining a residential community, which all Mission Hills land owners agreed to and expect to be implemented on a continuing basis for the wellbeing of all owners.

If Mr. Strahlem wishes to go into the commercial cannabis business, I suggest that he buy land that is appropriately zoned as either commercial or agricultural land with its specific uses and limitations.

My opposition is based on multiple factors which, to me, have negative effects on the value of my land and the Mission Hills Subdivision as a whole. I bought in a subdivision because I was quite aware of the largely unregulated and often irrational and substandard development I saw in many areas of the county. A commercial enterprise not only violates the Deed Restrictions, it decreases the value of Mission Hills properties by turning the area into a mixed-use area rather than an area restricted exclusively to homes. It also will contribute to increased traffic – and I would remind you that the homeowners pay for the maintenance of the roads, not the county.

Of even more concern to me is the impact on water. The homes in Mission Hills Subdivision depend on a water supply that is already showing signs of stress. A commercial enterprise requires a commercial well permit and much higher water use. Such enterprises need to be located in areas that can accommodate the infrastructure appropriate for commercial businesses, possibly within a metropolitan area with an existing water system, sewer, trash removal and roads. I personally feel that water supplied to commercial enterprises needs to be metered and charged an appropriate fee for water and sewer usage.

Therefore, I ask that this application for a Proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision be summarily **rejected** and ALL owners be notified in writing of this and any future actions brought before the Torrance County Planning and Zoning Board. This includes, but is not limited to, all hearings and decisions related to such matters which impinge on our rights to expect the terms and conditions of the Deed Restrictions, other documents of record which may impact us, and Torrance County and New Mexico laws, statutes and regulations. We have a right to expect that, as the citizens who entrust you to look out for the interests of all the citizens, all such laws, regulation and statutes be absolutely adhered to and enforced.

I can be reached at the address above and at email (poitiers1356(at)postpro.net).

Cordially,



Erika Winkelhake

FILE COPY

Torrance County
Planning & Zoning

OCT 04 2021

Received by JD
Time: 2:00 PM

Steve Guetschow, Director
Torrance County Planning and Zoning Director
P.O. Box 48
Estancia, NM 87016

LETTER OF OPPOSITION to Proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct.

To Whom It May Concern: I am Idell S. Conaway (Lot 2), a property owner in the Mission Hills Community. I am writing to express my opposition to the proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct. The requested Conditional Use Permit for this site is not consistent with the broader intent of the Mission Hills Subdivision Deed Restrictions, which all landowners agreed to at the time they purchased property in Mission Hills. Article 2 of the Deed Restrictions states that properties shall be for residential use only and that no commercial business or enterprise shall be conducted or allowed on the property. In addition, article 8 of the Deed Restrictions further states that no commercial activity of any kind shall be carried on upon any lot, nor shall anything be done on this lot which shall constitute a nuisance to any other lot owner. A granting of the requested use permit would undermine the fundamental basis for maintaining a residential community, which all Mission Hills land owners agreed to and expect to be implemented on a continuing basis for the wellbeing of all owners.

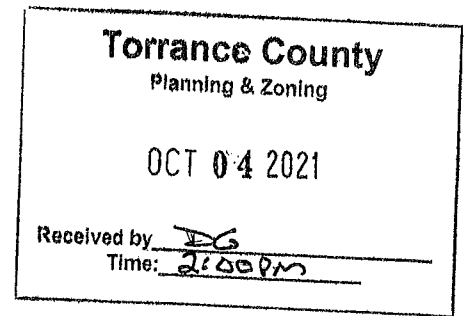
Our opposition is also based on these potential/probable negative effects:

- Granting the permit would contradict the Subdivision Deed Restrictions, which prohibits commercial operations on all lots.
- The loss of neighborhood and community character
- A decrease in the market value of Mission Hills properties
- Increased traffic on community ingress and egress roadways and additional road maintenance costs which are totally funded by a community road maintenance association
- Rapid depletion of groundwater aquifer resources resulting from known cannabis requirements for high volumes of irrigation water. Additionally, all water wells in the Mission Hills Community are domestic use only permits issued by the NM State Engineer's office. A Cannabis Greenhouse Operation will require a commercial water well right from the State Engineer because commercial use of water under domestic use permits is prohibited.

Please DO NOT approve this application for a Conditional Use Permit for a Cannabis Greenhouse operation in the residential community of Mission Hills. Single family residential without commercial enterprises best fits this neighborhood and community.

Respectfully, Idell S. Conaway Date 10/02/2021

Steve Guetschow, Director
Torrance County Planning and Zoning Director
P.O. Box 48
Estancia, NM 87016



LETTER OF OPPOSITION to Proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct.

To Whom It May Concern: I am Idell S. Conaway (Lot 3), a property owner in the Mission Hills Community. I am writing to express my opposition to the proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct. The requested Conditional Use Permit for this site is not consistent with the broader intent of the Mission Hills Subdivision Deed Restrictions, which all landowners agreed to at the time they purchased property in Mission Hills. Article 2 of the Deed Restrictions states that properties shall be for residential use only and that no commercial business or enterprise shall be conducted or allowed on the property. In addition, article 8 of the Deed Restrictions further states that no commercial activity of any kind shall be carried on upon any lot, nor shall anything be done on this lot which shall constitute a nuisance to any other lot owner. A granting of the requested use permit would undermine the fundamental basis for maintaining a residential community, which all Mission Hills land owners agreed to and expect to be implemented on a continuing basis for the wellbeing of all owners.

Our opposition is also based on these potential/probable negative effects:

- Granting the permit would contradict the Subdivision Deed Restrictions, which prohibits commercial operations on all lots.
- The loss of neighborhood and community character
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Please DO NOT approve this application for a Conditional Use Permit for a Cannabis Greenhouse operation in the residential community of Mission Hills. Single family residential without commercial enterprises best fits this neighborhood and community.

Respectfully,

Idell S. Conaway

Date 10/02/2021

FILE COPY

Steve Guetschow, Director
Torrance County Planning and Zoning Director
P.O. Box 48
Estancia, NM 87016

Torrance County	
Planning & Zoning	
OCT 05 2021	
Received by: <u>DS</u>	Time: <u>5:00 PM VIA EMAIL</u>

LETTER OF OPPOSITION to Proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct.

To Whom It May Concern: I am BRIAN COBB, a property owner in the Mission Hills Community. I am writing to express my opposition to the proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct. The requested Conditional Use Permit for this site is not consistent with the broader intent of the Mission Hills Subdivision Deed Restrictions, which all landowners agreed to at the time they purchased property in Mission Hills. Article 2 of the Deed Restrictions states that properties shall be for residential use only and that no commercial business or enterprise shall be conducted or allowed on the property. In addition, article 8 of the Deed Restrictions further states that no commercial activity of any kind shall be carried on upon any lot, nor shall anything be done on this lot which shall constitute a nuisance to any other lot owner. A granting of the requested use permit would undermine the fundamental basis for maintaining a residential community, which all Mission Hills land owners agreed to and expect to be implemented on a continuing basis for the wellbeing of all owners.

Our opposition is also based on these potential/probable negative effects:

- Granting the permit would contradict the Subdivision Deed Restrictions, which prohibits commercial operations on all lots.
- The loss of neighborhood and community character
- A decrease in the market value of Mission Hills properties
- Increased traffic on community ingress and egress roadways and additional road maintenance costs which are totally funded by a community road maintenance association
- Rapid depletion of groundwater aquifer resources resulting from known cannabis requirements for high volumes of irrigation water. Additionally, all water wells in the Mission Hills Community are domestic use only permits issued by the NM State Engineer's office. A Cannabis Greenhouse Operation will require a commercial water well right from the State Engineer because commercial use of water under domestic use permits is prohibited.

Please DO NOT approve this application for a Conditional Use Permit for a Cannabis Greenhouse operation in the residential community of Mission Hills. Single family residential without commercial enterprises best fits this neighborhood and community.

Respectfully, Brian Cobb

Date 10-5-21

Steve Guetschow, Director
Torrance County Planning and Zoning Director
P.O. Box 48
Estancia, NM 87016

FILE COPY

Torrance County
Planning & Zoning

OCT 05 2021

Received by DG
Time: 5:06 PM NZA EMASZ

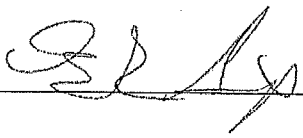
LETTER OF OPPOSITION to Proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct.

To Whom It May Concern: I am ERICK M GRAP, a property owner in the Mission Hills Community. I am writing to express my opposition to the proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct. The requested Conditional Use Permit for this site is not consistent with the broader intent of the Mission Hills Subdivision Deed Restrictions, which all landowners agreed to at the time they purchased property in Mission Hills. Article 2 of the Deed Restrictions states that properties shall be for residential use only and that no commercial business or enterprise shall be conducted or allowed on the property. In addition, article 8 of the Deed Restrictions further states that no commercial activity of any kind shall be carried on upon any lot, nor shall anything be done on this lot which shall constitute a nuisance to any other lot owner. A granting of the requested use permit would undermine the fundamental basis for maintaining a residential community, which all Mission Hills land owners agreed to and expect to be implemented on a continuing basis for the wellbeing of all owners.

Our opposition is also based on these potential/probable negative effects:

- Granting the permit would contradict the Subdivision Deed Restrictions, which prohibits commercial operations on all lots.
- The loss of neighborhood and community character
- A decrease in the market value of Mission Hills properties
- Increased traffic on community ingress and egress roadways and additional road maintenance costs which are totally funded by a community road maintenance association
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Please DO NOT approve this application for a Conditional Use Permit for a Cannabis Greenhouse operation in the residential community of Mission Hills. Single family residential without commercial enterprises best fits this neighborhood and community.

Respectfully,  Date 10-5-21

Steve Guetschow, Director
Torrance County Planning and Zoning Director
P.O. Box 48
Estancia, NM 87016

LETTER OF OPPOSITION to Proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct.

To Whom It May Concern: I am Diane K. Grap, a property owner in the Mission Hills Community. I am writing to express my opposition to the proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct. The requested Conditional Use Permit for this site is not consistent with the broader intent of the Mission Hills Subdivision Deed Restrictions, which all landowners agreed to at the time they purchased property in Mission Hills. Article 2 of the Deed Restrictions states that properties shall be for residential use only and that no commercial business or enterprise shall be conducted or allowed on the property. In addition, article 8 of the Deed Restrictions further states that no commercial activity of any kind shall be carried on upon any lot, nor shall anything be done on this lot which shall constitute a nuisance to any other lot owner. A granting of the requested use permit would undermine the fundamental basis for maintaining a residential community, which all Mission Hills land owners agreed to and expect to be implemented on a continuing basis for the wellbeing of all owners.

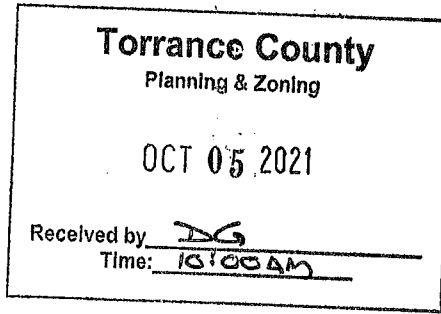
Our opposition is also based on these potential/probable negative effects:

- Granting the permit would contradict the Subdivision Deed Restrictions, which prohibits commercial operations on all lots.
- The loss of neighborhood and community character
- A decrease in the market value of Mission Hills properties
- Increased traffic on community ingress and egress roadways and additional road maintenance costs which are totally funded by a community road maintenance association
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Please DO NOT approve this application for a Conditional Use Permit for a Cannabis Greenhouse operation in the residential community of Mission Hills. Single family residential without commercial enterprises best fits this neighborhood and community.

Respectfully, Diane K. Grap Date 10-5-21

FILE COPY



Donald M. Cole

89 Lesperance Road
Estancia, New Mexico 87106
(505) 384-2764
dcnm@me.com

October 4, 2021

Steve Guetschow, Director
Torrance County Planning and Zoning Director
P.O. Box 48
Estancia, NM 87016

LETTER OF OPPOSITION: Proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct.

Dear Mr. Guetschow

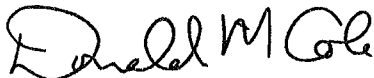
Along with my neighbor, Ladd Hagmaier, I am a property owner in the Mission Hills Community. I am writing to express my opposition to the proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct. As Mr. Hagmaier has also informed you, the requested Conditional Use Permit for this site is not consistent with the broader intent of the Mission Hills Subdivision Deed Restrictions, which all landowners agreed to at the time they purchased property in Mission Hills. Article 2 of the Deed Restrictions states that properties shall be for residential use only and that no commercial business or enterprise shall be conducted or allowed on the property. In addition, article 8 of the Deed Restrictions further states that no commercial activity of any kind shall be carried on upon any lot, nor shall anything be done on this lot which shall constitute a nuisance to any other lot owner. A granting of the requested use permit would undermine the fundamental basis for maintaining a residential community, which all Mission Hills land owners agreed to and expect to be implemented on a continuing basis for the wellbeing of all owners.

My opposition is primarily based on two considerations. First, granting the permit would contradict the Subdivision Deed Restrictions, which prohibits commercial operations on all lots. I believe this would result in the loss of neighborhood and community character, with the concurrent decrease in the market value of my property along with all other Mission Hills properties. Second, I believe the requested use would result in the significant depletion of groundwater aquifer resources resulting from known cannabis requirements for high volumes of irrigation water. As you know, all water wells in the Mission Hills Community are domestic use only permits issued by the NM State Engineer's office. A Cannabis Greenhouse Operation will require a commercial water well right from the

State Engineer because commercial use of water under domestic use permits is prohibited. Finally, I am concerned that increased traffic on community ingress and egress roadways would result and would include damage to the roadways due to heavier vehicle weights and use. I serve on the community road maintenance committee and you should be aware that road maintenance costs are totally funded by the Mission Hills community road maintenance association.

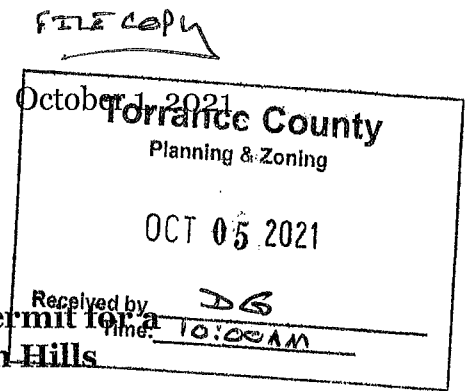
I join Mr. Hagmaier with the very strongest request to NOT approve Mr. Strahlem's application for a Conditional Use Permit for a Cannabis Greenhouse operation in the residential community of Mission Hills. Single family residential without commercial enterprises best fits this neighborhood and community. We rely on you to protect the character of our neighborhood and the value of the residential properties providing significant tax support to the county.

Sincerely yours,

A handwritten signature in black ink that reads "Donald Cole". The signature is written in a cursive style with a large, stylized "D" and "C".

Donald Cole

Steve Guetschow, Director
Torrance County Planning and Zoning Director
P.O. Box 48
Estancia, NM 87016



LETTER OF OPPOSITION to Proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct.

I am Jonathan L. Hagmaier, and my wife, Janet E. Cool, and I are property owners at 167 Mission Hills Rd. Our lots 5 and 6 where our home is located, are directly across from Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct. The requested Conditional Use Permit for this site is in direct contradiction of the Mission Hills Subdivision Deed Restrictions, **which all landowners agreed to at the time they purchased property in Mission Hills.**

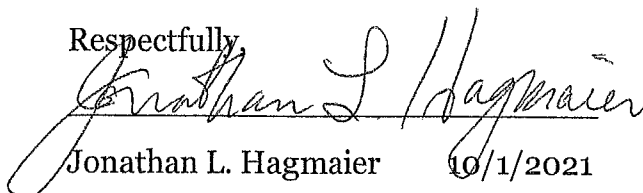
Article 2 of the Deed Restrictions states that properties shall be for residential use only and that no commercial business or enterprise shall be conducted or allowed on the property. Article 8 of the Deed Restrictions further states that no commercial activity of any kind shall be carried on upon any lot, nor shall anything be done on this lot which shall constitute a nuisance to any other lot owner. These deed restrictions are on file with the County Clerk.

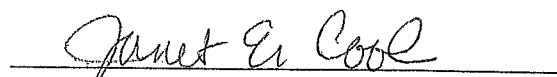
Our opposition is based on the following:

- As stated above, granting the permit would contradict the Subdivision Deed Restrictions, which prohibits commercial operations on all lots.
- The loss of neighborhood and community character critical to further development of Mission Hills properties.
- A decrease in the market value of existing Mission Hills properties.
- Increased traffic on community ingress and egress roadways and additional road maintenance costs which are totally funded by a community residents and landowners.
- Rapid depletion of groundwater aquifer resources resulting from known cannabis requirements for high volumes of irrigation water. Additionally, all water wells in the Mission Hills Community are domestic use only permits issued by the NM State Engineer's office. A Cannabis Greenhouse Operation will require a commercial water well right from the State Engineer because commercial use of water under domestic use permits is prohibited.

For these reasons, please DO NOT approve this application for a Conditional Use Permit for a Cannabis Greenhouse operation in the residential community of Mission Hills.

Respectfully,


Jonathan L. Hagmaier 10/1/2021


Janet E. Cool 10/1/2021

FILE COPY

Steve Guetschow, Director
Torrance County Planning and Zoning Director
P.O. Box 48
Estancia, NM 87016

<p>Torrance County Planning & Zoning</p> <p>OCT 05 2021</p> <p>Received by <u>DS</u> Time: <u>10:05AM</u></p>

LETTER OF OPPOSITION to Proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct.

To Whom It May Concern: I am Cynthia Henrich, a property owner in the Mission Hills Community. I am writing to express my opposition to the proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct. The requested Conditional Use Permit for this site is not consistent with the broader intent of the Mission Hills Subdivision Deed Restrictions, which all landowners agreed to at the time they purchased property in Mission Hills. Article 2 of the Deed Restrictions states that properties shall be for residential use only and that no commercial business or enterprise shall be conducted or allowed on the property. In addition, article 8 of the Deed Restrictions further states that no commercial activity of any kind shall be carried on upon any lot, nor shall anything be done on this lot which shall constitute a nuisance to any other lot owner. A granting of the requested use permit would undermine the fundamental basis for maintaining a residential community, which all Mission Hills land owners agreed to and expect to be implemented on a continuing basis for the wellbeing of all owners.

Our opposition is also based on these potential/probable negative effects:

- Granting the permit would contradict the Subdivision Deed Restrictions, which prohibits commercial operations on all lots.
- The loss of neighborhood and community character
- A decrease in the market value of Mission Hills properties
- Increased traffic on community ingress and egress roadways and additional road maintenance costs which are totally funded by a community road maintenance association
- Rapid depletion of groundwater aquifer resources resulting from known cannabis requirements for high volumes of irrigation water. Additionally, all water wells in the Mission Hills Community are domestic use only permits issued by the NM State Engineer's office. A Cannabis Greenhouse Operation will require a commercial water well right from the State Engineer because commercial use of water under domestic use permits is prohibited.

Please DO NOT approve this application for a Conditional Use Permit for a Cannabis Greenhouse operation in the residential community of Mission Hills. Single family residential without commercial enterprises best fits this neighborhood and community.

Respectfully, Cynthia Henrich Date 9/28/21

FILE COPY

Steve Guetschow, Director
Torrance County Planning and Zoning Director
P.O. Box 48
Estancia, NM 87016

Torrance County
Planning & Zoning

OCT 05 2021

Received by: JDG
Time: 10:00 AM

LETTER OF OPPOSITION to Proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct.

To Whom It May Concern: I am Andrew R Cobb, a property owner in the Mission Hills Community. I am writing to express my opposition to the proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct. The requested Conditional Use Permit for this site is not consistent with the broader intent of the Mission Hills Subdivision Deed Restrictions, which all landowners agreed to at the time they purchased property in Mission Hills. Article 2 of the Deed Restrictions states that properties shall be for residential use only and that no commercial business or enterprise shall be conducted or allowed on the property. In addition, article 8 of the Deed Restrictions further states that no commercial activity of any kind shall be carried on upon any lot, nor shall anything be done on this lot which shall constitute a nuisance to any other lot owner. A granting of the requested use permit would undermine the fundamental basis for maintaining a residential community, which all Mission Hills land owners agreed to and expect to be implemented on a continuing basis for the wellbeing of all owners.

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Respectfully, Andrew R Cobb Date 09/28/2021

FILE COPY

Torrance County

Planning & Zoning

OCT 05 2021

Received by DG
Time: 10:00 AM

Steve Guetschow, Director
Torrance County Planning and Zoning Director
P.O. Box 48
Estancia, NM 87016

LETTER OF OPPOSITION to Proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct.

To Whom It May Concern: I am Judy Cobb, a property owner in the Mission Hills Community. I am writing to express my opposition to the proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct. The requested Conditional Use Permit for this site is not consistent with the broader intent of the Mission Hills Subdivision Deed Restrictions, which all landowners agreed to at the time they purchased property in Mission Hills. Article 2 of the Deed Restrictions states that properties shall be for residential use only and that no commercial business or enterprise shall be conducted or allowed on the property. In addition, article 8 of the Deed Restrictions further states that no commercial activity of any kind shall be carried on upon any lot, nor shall anything be done on this lot which shall constitute a nuisance to any other lot owner. A granting of the requested use permit would undermine the fundamental basis for maintaining a residential community, which all Mission Hills land owners agreed to and expect to be implemented on a continuing basis for the wellbeing of all owners.

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Respectfully,

Judy Cobb

Date 9-28-21

FILE COPY

Steve Guetschow, Director
Torrance County Planning and Zoning Director
P.O. Box 48
Estancia, NM 87016

Torrance County
Planning & Zoning

OCT 05 2021

Received by: DG
Time: 10:00

LETTER OF OPPOSITION to Proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct.

To Whom It May Concern: I am Kathryn Miller, a property owner in the Mission Hills Community. I am writing to express my opposition to the proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct. The requested Conditional Use Permit for this site is not consistent with the broader intent of the Mission Hills Subdivision Deed Restrictions, which all landowners agreed to at the time they purchased property in Mission Hills. Article 2 of the Deed Restrictions states that properties shall be for residential use only and that no commercial business or enterprise shall be conducted or allowed on the property. In addition, article 8 of the Deed Restrictions further states that no commercial activity of any kind shall be carried on upon any lot, nor shall anything be done on this lot which shall constitute a nuisance to any other lot owner. A granting of the requested use permit would undermine the fundamental basis for maintaining a residential community, which all Mission Hills land owners agreed to and expect to be implemented on a continuing basis for the wellbeing of all owners.

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Please DO NOT approve this application for a Conditional Use Permit for a Cannabis Greenhouse operation in the residential community of Mission Hills. Single family residential without commercial enterprises best fits this neighborhood and community.

Respectfully, Kathryn Miller Date 9-28-21

FILE COPY

Steve Guetschow, Director
Torrance County Planning and Zoning Director
P.O. Box 48
Estancia, NM 87016

Torrance County
Planning & Zoning
OCT 05 2021
Received by DG
Time: 10:03AM

LETTER OF OPPOSITION to Proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct.

To Whom It May Concern: I am Bill Cobb, a property owner in the Mission Hills Community. I am writing to express my opposition to the proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct. The requested Conditional Use Permit for this site is not consistent with the broader intent of the Mission Hills Subdivision Deed Restrictions, which all landowners agreed to at the time they purchased property in Mission Hills. Article 2 of the Deed Restrictions states that properties shall be for residential use only and that no commercial business or enterprise shall be conducted or allowed on the property. In addition, article 8 of the Deed Restrictions further states that no commercial activity of any kind shall be carried on upon any lot, nor shall anything be done on this lot which shall constitute a nuisance to any other lot owner. A granting of the requested use permit would undermine the fundamental basis for maintaining a residential community, which all Mission Hills land owners agreed to and expect to be implemented on a continuing basis for the wellbeing of all owners.

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Please DO NOT approve this application for a Conditional Use Permit for a Cannabis Greenhouse operation in the residential community of Mission Hills. Single family residential without commercial enterprises best fits this neighborhood and community.

Respectfully, Bill Cobb

Date 09.28.21

EXHIBIT 5

9940344

Amended 12-8-99

DECLARATION OF RESTRICTIONS
MISSION HILLS SUBDIVISION
TORRANCE COUNTY, NEW MEXICO

This Declaration of Restrictions ("Declaration") is made by Mission Properties, Inc., a New Mexico corporation, hereinafter referred to as "Grantor". Grantor owns the real property described herein.

The property which is subject to this Declaration is located in Torrance County, New Mexico, and described as follows:

A SUBDIVISION OF S 1/2 S 1/2 S 1/2 S 1/2 SW 1/4 SECTION 14
S 1/2 N 1/2 S 1/2 S 1/2 S 1/2 SW 1/4 SECTION 14, SECTION 22,
W 1/2 SECTION 23, NE 1/4 SECTION 27, TOWNSHIP 7 NORTH, RANGE 7 EAST
N.M.P.M., TORRANCE COUNTY, NEW MEXICO
(hereinafter the "Property").

All the reservations and restrictions hereinafter set forth are made for the benefit of each and every current or subsequent owner of any of the land described above, or any interest therein, and shall inure to and bind all subsequent owners thereof, said restrictions, reservations and covenants being as follows:

1) DURATION. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them until Dec. 31, 2010, at which time said covenants shall be automatically extended for successive ten-year periods, unless sixty-seven percent (67%) or more of the record owners of the lots make a written election not to renew the covenants.

2) RESIDENTIAL USE. The property shall be for residential use only. No commercial business or enterprise shall be conducted or allowed on the property. The lots shall not be further divided except for the mortgage or financing exemption as outline by the Torrance County Zoning Ordinances. No structures or improvements shall be erected, altered, placed or permitted to remain on the lots other than one detached single-family dwelling and buildings related thereto unless approved in writing by the Architectural Control Committee. Detached garages or other outbuildings shall conform in construction and design to the related residence, and the design of all such detached structures must be approved by the Architectural Committee.

3) SET-BACK RESTRICTIONS. Except by specific consent of the Architectural Control Committee, no buildings shall hereafter be constructed on any lot nearer than 150 feet from any of the lot boundaries nor shall any structure or livestock facility be built in the flood zones noted on the "FEMA 100 year flood plane map".

ANY RESIDENCE, STRUCTURE, OR IMPROVEMENT ON THESE LOTS SHALL BE LIMITED TO A MAXIMUM HEIGHT AS PER COUNTY ORDINANCE.

4) ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee (hereinafter called the Committee) is hereby established, initially consisting of Kirk T. Cobb, Brian D. Cobb and Thomas P. Cobb Jr. as the appointees, to serve for a period of ten (10) years from the date hereof or until their successors shall be appointed and qualify. The Committee shall consist of not less than two (2) persons. Vacancies occurring either before the end of or as a result of the expiration of such ten (10) year term shall be filled by the person receiving the most votes of lot owners who actually cast timely ballots. Each lot shall be entitled to one vote regardless of how many people may claim an ownership interest in all or any portion of the said lot.

5) COMMITTEE DECISIONS. The Committee shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid, in the event such plans and specifications are not in accord with all the provisions of this Declaration, or if a design or color scheme in the proposed structure is not in harmony with the general surroundings of such lot or the adjacent structure, or if the Committee deems said plans and specifications to be contrary to the spirit and intent of these restrictive covenants, or contrary to the interest and the welfare and rights of the other owners. The decision of the Committee in any of these matters shall be final, and no building or improvement of any kind shall be constructed or placed on any lot in the subdivision without the prior consent of the Committee.

Neither the Committee nor any of its members shall be responsible in any manner whatsoever for any defect in any plans or specifications submitted nor as revised by said Committee, or for any work done pursuant to the requested changes of said plans and specifications. The exterior of all buildings on all lots shall be finished according to plans approved by the Architectural Control Committee within twelve (12) months of start of construction.

6) PLAN SUBMISSION AND APPROVAL.

BEFORE ANYONE SHALL COMMENCE THE CONSTRUCTION, REMODELING, ADDITION TO, OR ALTERATION OF ANY BUILDING, STORAGE SHED, OUTBUILDING, SWIMMING POOL, WALL, FENCE, TANK, ANTENNA, OR OTHER STRUCTURE OR IMPROVEMENT WHATSOEVER, OR BEFORE INSTALLING ANY LANDSCAPING ON ANY LOT, TWO (2) COMPLETE SETS OF FINAL PLANS SHALL BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE.

No new structure or improvement of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefore have received such written approval herein provided. Such plans shall include plot plans showing the location on the lot of any structures proposed to be constructed, placed, altered, or maintained, and elevation of same, together with the proposed color scheme for roofs and exteriors thereof, indicating materials for same. The Architectural Control Committee is authorized to charge a fee of not more than \$200.00 for review of plans and specifications to be paid at the time of submission of the plans and specifications.

Each structure that will use water shall have water conserving fixtures installed, including but not limited to: low-flush toilets, low-flow shower heads, low-flow faucets, water saving dishwashers (appliances) and insulated hot water pipes.

7) GENERAL PROHIBITIONS. THE ARCHITECTURAL CONTROL COMMITTEE WILL NOT APPROVE THE FOLLOWING:

- A) Translucent or transparent garage doors.
- B) Choice of exterior colors that do not blend into the natural terrain.
- C) Manufactured homes, single or double-wide mobile homes, or trailer houses.
- D) A residence having less than 1500 square feet of living area. Living area shall include heated and/or air conditioned areas and shall exclude garages, porches, patios, decks and breezeways. All permitted homes that have less than 2000 square feet of living area shall have a deck or porch area equal to twenty percent (20%) of the living area.

8) COMMERCIAL ACTIVITY. No commercial activity of any kind shall be carried on upon any lot, nor shall anything be done on this lot which shall constitute a nuisance to any other lot owner. Commercial kennels and commercial horse boarding shall not be allowed within the property.

9) GARBAGE. No trash or garbage shall be burned on the premises. Garbage shall be placed in covered containers, said containers to be concealed from public view by an attractive enclosure. No construction or building materials may be stored outside or upon the lots after construction is complete. It shall be the responsibility of the owners of the lot, vacant or otherwise, to keep the lots, and all easement areas encompassed within the boundaries of said lot, clear of trash, appliances, inoperative or disabled vehicles, rubbish and noxious materials.

10). TEMPORARY BUILDINGS. No trailer, mobile home, tent, shack, garage or other outbuilding shall be used as a residence, temporarily or permanently.

11) UNUSED VEHICLES. No commercial type vehicles, trucks, campers, boats, house trailers, mobile homes, recreational vehicles, or camper trailers shall be visibly parked or stored on any residential lot or tract for an unreasonable period of time (15 consecutive days or 60 non-consecutive days or more in any one year) except in enclosed garages or screened enclosures, nor may any such vehicle be parked on any roadway within the subdivision except while engaged in transport to and from a residence. For the purpose of this covenant a 3/4 ton or smaller vehicle, commonly known as a pick-up truck, shall not be deemed a commercial vehicle or truck. Such vehicle shall be deemed a commercial vehicle or truck when equipped with a camper and shall not be exempt from the restrictions heretofore mentioned in this section.

No unused automobiles or vehicles of any kind except as hereinabove provided shall be stored or parked on any roadway within the subdivision except in a closed garage. An "unused vehicle" shall be defined as any vehicle that has not been driven under it's own power for a period of fifteen (15) consecutive days or longer. In the event any unused vehicle remains parked on any tract or lot within the property boundaries, the Committee shall have the right to direct it's removal after 48 hours notice to the owner thereof, the expense to be charged against the owner thereof, and such charges shall become a lien upon the recording of a notice of lien and shall be enforceable.

12) **LANDSCAPE.** Natural vegetation is to be left undisturbed, where practical, on all lots except for access to property, clearing of building sites and establishment of lawns and flower beds adjacent to buildings. Natural vegetation is to be restored to its original state whenever and wherever possible and landscaping completed within 180 days of completion of the construction of the house. There will be no clear-cutting of trees on any lot. No vegetable farming will be allowed other than small gardens that will produce vegetables for the consumption of the particular lot owner. Desert landscaping is recommended wherever possible. Two complete sets of landscaping plans shall be submitted for approval prior to any landscaping being undertaken.

Driveways and parking areas shall have a minimum of four inches (4 ") depth of a base material and a minimum of 14' feet width in place so as to preserve function of the drive and parking areas and to preserve public appearance. Any private drive for any lot owner shall be and have the responsibility of any needed culverts for area drainage. All plans for drives shall be submitted to the Committee for approval before construction shall begin.

13) **DOMESTIC PETS.** No animals shall be kept on any lot except domestic cats, dogs, small indoor pets, horses, cattle, sheep or goats. In no case shall more than a total of 5 dogs and/ or cats be allowed (per the Torrance County definition of "Kennel"). There shall be allowed no more than 1 horse allowed on an open 40 acre lot and no more than 4 total horses allowed per lot. When two (2) or more horses are kept on any one lot, they shall be kept in a pen or smaller stable type confinement and be restricted to supplement feeding and not be allowed to open grazing outside of the pen or stable type confined area. Project animals for agriculturally based clubs and organizations, such as but not limited to: (4-H, public schools agriculture classes and FFA) will be allowed with all mentioned restrictions applying to such project animals. All animals must be kept within a properly fenced boundary and are not allowed to roam outside of their owner's lot. Cattle, horses, sheep and goats must be kept within proper and adequate fencing, which shall be at least 5 wire (slick or barbed) and or net fencing with posts on a minimum of 15-foot centers. Keeping of these animals will be in accordance with county and city ordinances. No pigs will be allowed. No exotic animals are allowed, including but not limited to ostrich, emu, and llama, without the prior written consent of the Committee. Cattle guards shall be allowed as long as they remain functional for the purpose of containing livestock

14) **FIREARMS.** Discharge of any type of firearm on the property is strictly prohibited.

15) **SIGNAGE.** No advertisements, signs, billboards, unsightly objects or nuisance shall be erected, placed or permitted to remain on any of the tracts without the prior written approval of the Committee.

16) **DESTRUCTION OF PROPERTY.** In the event that any structure is destroyed, wholly or partially by fire or any casualty, such structure shall be promptly rebuilt or repaired to conform to this Declaration, or shall be removed from the lot and the lot restored to its original condition, except as permitted by the Architectural Control Committee.

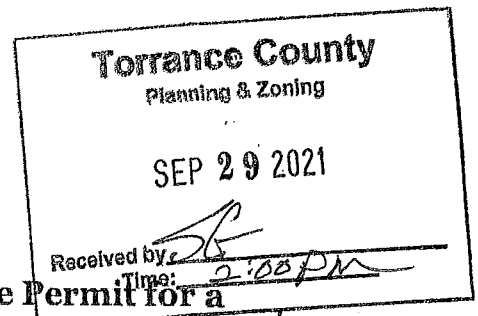
17) GRANTOR'S RIGHTS. Any and all of the right, title, interest and estate given to or reserved by the grantor herein or on the plat may be transferred or assigned to any person or legal entity by appropriate instrument in writing duly executed by the grantor and recorded in the office of the County Clerk of Torrance County, New Mexico, and wherever the grantors are referred to, such reference shall be deemed to include their successors and assigns. No delays or omission on the part of the undersigned, it's successors or assigns, or of the owners of the lots in said subdivision having the right hereunder to exercise the same, in exercising any right, power or remedy herein provided for in the event of any breach of the restrictions, covenants or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue, nor shall any action be brought or maintained by anyone whatsoever against the undersigned, it's successors or assigns, for neglect to exercise any right, power or remedy herein provided for in the event of breach of said covenants, restrictions or reservations.

18) OWNER'S ASSOCIATION. The original Grantor may establish an owner's association in order to manage and maintain any roadways within the subdivision until such time as Torrance County accepts these roadways as public roads. If such an association is formed, it shall be organized by the original Grantor, or with it's approval, and shall be organized as a non-profit organization under New Mexico law. Each owner of a lot within the property shall be a member of the association for as long as such ownership shall continue. The rights and obligations of an owner and membership in an association may not be assigned, transferred, pledged, conveyed or alienated in any way, except upon transfer of ownership of the lot. Multiple owners of a single lot shall be entitled to one vote per lot owned.

If an association is formed, the association shall have the obligations and duties of and be subject to this Declaration and may take such actions as may be reasonably necessary to carry out the restrictions, limitations, covenants and conditions of this Declaration.

If an association is formed, the association shall not own or hold title to any real property, but shall manage and maintain the roadways within the subdivision and associated area. The association (or Grantor if no association is formed) may charge an assessment in order to manage and maintain the roadways and associated area, and to carry out other duties set forth in this Declaration. Any general assessment shall be made equally against each lot within the property. Assessments may be made for solid waste collection and the construction and maintenance of water storage facilities and related equipment for fire suppression within the subdivision. Special assessments related to expenses, including attorney's fees and costs, resulting from acts or omissions of a particular owner, his guests or invitees, and penalty assessments imposed in order to obtain compliance with the Declaration may be imposed by the Grantor, it's assigns, or by any owner's association. Any assessment shall be a personal obligation of the owner(s) and a lien against the owner's property. Interest on any unpaid assessment shall accrue at the rate of 18% per annum from the date of assessment. The Grantor, it's assigns, or the owner's association shall recover reasonable attorney's fees in any action to collect unpaid assessments. A lien for unpaid assessments, interest, attorney's fees, costs and expenses may be filed thirty (30) days after due and may be foreclosed thereafter in accordance with New Mexico law.

Steve Guetschow, Director
Torrance County Planning and Zoning Director
P.O. Box 48
Estancia, NM 87016



LETTER OF OPPOSITION to Proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct.

File Copy

To Whom It May Concern: I am Richard W. and M. Barbara Simms, a property owner in the Mission Hills Community. I am writing to express my opposition to the proposed Conditional Use Permit for a Cannabis Greenhouse Operation Located on Lot 4 Mission Hills Subdivision, aka 13 Deer Run Ct. The requested Conditional Use Permit for this site is not consistent with the broader intent of the Mission Hills Subdivision Deed Restrictions, which all landowners agreed to at the time they purchased property in Mission Hills. Article 2 of the Deed Restrictions states that properties shall be for residential use only and that no commercial business or enterprise shall be conducted or allowed on the property. In addition, article 8 of the Deed Restrictions further states that no commercial activity of any kind shall be carried on upon any lot, nor shall anything be done on this lot which shall constitute a nuisance to any other lot owner. A granting of the requested use permit would undermine the fundamental basis for maintaining a residential community, which all Mission Hills land owners agreed to and expect to be implemented on a continuing basis for the wellbeing of all owners.

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Respectfully, Richard W. Simms
M. Barbara Simms

Date 9-27-2021

PUBLIC NOTICE

During the regular meeting on November 10, 2021 at 9:00 a.m. the Torrance County Commission will hold a Public Hearing and render a decision upon the Appeal application presented by Mr. Richard Strahlem. The applicant is aggrieved by the decision of the Planning & Zoning Board to deny his application for a Conditional Use Permit to operate a commercial greenhouse at his residence. The subject property is described as Lot 4 of the Mission Hills subdivision; a Type 5 subdivision within the Agricultural Preservation (AP-40) Zone District.

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For more than 20 words ad 25¢ a word

Display Ads: As low as \$8 per week!

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Bar Ditches

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The Kniffin Team
East Mountain Owned and Operated

Lora Kniffin 505-379-2975 • Dan Kniffin 505-440-6878

Office: 505-281-3119



TheKniffinTeam.com

WORK & EMPLOYMENT

New Mexico Kids Matter Advocate Coach Job Description

General Description: The Advocate Coach provides professional staff support to Advocates, ensuring that children involved with the CASA program receive sound advocacy and early permanency planning. The Advocate Coach is responsible for all aspects of coaching and coordination of Advocate cases.

Qualifications: Computer literacy with MS Office Suite proficiency; Bachelor's degree or equivalent experience in human services or nonprofits; Excellent communications skills written and oral; The ability to interact effectively with people from different cultural and socioeconomic backgrounds; Knowledge and understanding of Child Welfare System; Ability to maintain working relationships with volunteers and other case related individuals and agencies including community professionals. Must pass criminal background and reference checks.

Accountability: The Advocate Coach reports directly to the Advocate Manager, who is responsible for his/her performance evaluations.

Duties: Assist in the recruiting, screening, interviewing and training of new advocates. Assign, prepare, and distribute case documentation. Maintain case files in Office/Optima. Attend court hearings as needed. Process Judge's Dockets. Provide coaching for advocates on an ongoing basis. Be available to advocate M-F. Actively coach using tools provided. Coach advocate through court report process. Elevate issues in a timely to Advocate Manager. Host coaching opportunities. Participate in advocate evaluations. Attend staff meetings. Attend seminars and assist with coordination if requested. Assist/attend with advocate events. Provide office coverage as assigned. Other duties as may be assigned.

Time Requirements: The office schedule is 20 hours a week, the Advocate Coach hours will vary to meet advocate volunteer and case needs.

Contact Info: Please send resume to jobs@nmkidsmatter.org to be considered for this position



COMMUNITY

Pregnant and Considering Termination? Could I talk to you first? No pressure—no guilt. Just a genuine concern from someone who's been there. 505-515-1133.

FOR SALE

FOR SALE 6" x 6" x 1/2" square tubing 24 ft long \$210 apiece
Estimated weight 800 lbs each piece
Good for Fences, Sheds, Shops, Etc.
Located in Estancia, NM
For more info, call 505-220-0767

For Sale - Water heater, Bradford White residential, 40-gal, natural gas, used two years. Sold as-is. Must pick up, \$500 cash only. Call 505-281-9450.

Soaring Museum Book Sale. Saturday, October 30, 10 - 4. From Ballooning to Space. Just off Exit 197 in Moriarty www.swsoaringmuseum.org

REAL ESTATE


No down payment. Heavily wooded lot in East Mountains. Tall piñons. \$29,900, owner financing, \$227/mo. 505-296-4930.

WANTED

Want to purchase minerals and other oil/gas interests.

Send details to:
P.O. Box 13557,
Denver, CO 80201

WORSHIP



Sundays, 10:30 am
Estancia Valley Classical Academy
110 Hwy. 344, Edgewood
www.emcowboychurch.com
or find us on Facebook

WORK & EMPLOYMENT

Smart Style beauty salon in Edgewood hiring licensed stylists. Hourly or commission, plus benefits. Call Sylvia at 505-508-6356.

Find The Independent on social media



LEGAL NOTICE

PUBLIC NOTICE

During the regular meeting on November 10, 2021 at 9:00 a.m. the Torrance County Commission will hold a Public Hearing and render a decision upon the Appeal application presented by Mr. Richard Strahlem. The applicant is aggrieved by the decision of the Planning & Zoning Board to deny his

application for a Conditional Use Permit to operate a commercial greenhouse at his residence. The subject property is described as Lot 4 of the Mission Hills subdivision; a Type 5 subdivision within the Agricultural Preservation (AP-40) Zone District.

10/15/21, 10/22/21

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Torrance County

Planning & Zoning

P.O. Box 48 205 9th Street

Estancia, NM 87016

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

www.torrancecountynm.org

October 25, 2021

To whom it may concern,

During the regular meeting on November 10, 2021 at 9:00a.m. the Torrance County Commission will hold a Public Hearing and render a decision upon the Appeal application presented by Mr. Richard Strahlem. The applicant is aggrieved by the decision of the Planning & Zoning Board to deny his application for a Conditional Use Permit to operate a commercial greenhouse at his residence. The subject property is described as Lot 4 of the Mission Hill subdivision; a Type 5 subdivision within the Agricultural Preservation (AP-40) Zone District.

Public Hearings are a quasi-judicial proceeding. If you wish to comment on this issue please attend the meeting to give your sworn testimony and submit any supporting documentation you wish the Commissioners to view. People who wish to submit supporting documentation must make 9 copies for distribution.

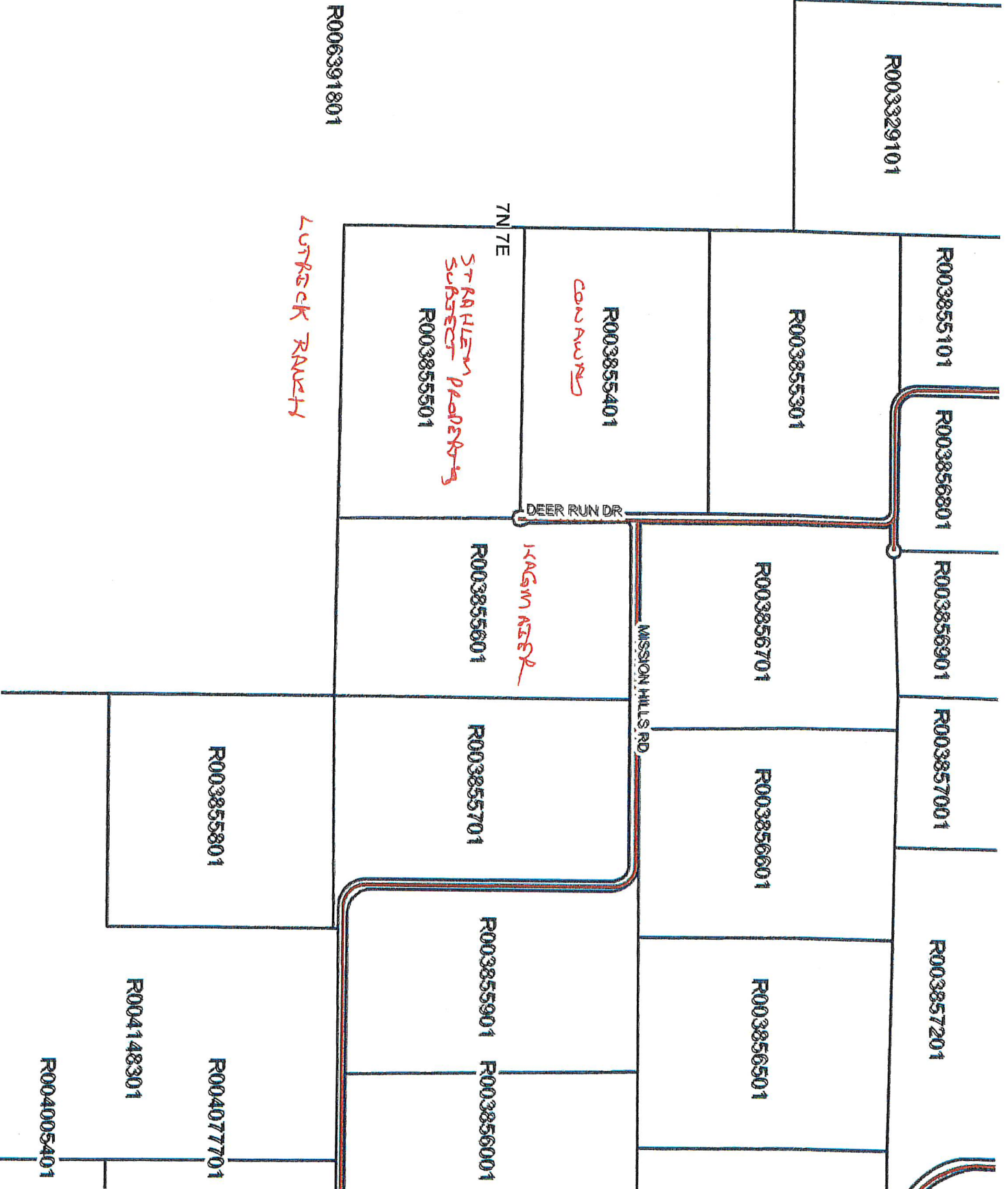
Regards,

A handwritten signature in blue ink, appearing to read "Steven J. Guetschow".

Steven J. Guetschow
Planning & Zoning Director

505-544-4391

sguetschow@tcnm.us



R003329101

R003855101

R003856801

R003856901

R003857001

R003857201

R003855301

R003856701

R003856601

R003856501

R003855401

CON AWARD

KAGM AGER

R003855601

R003855701

R003855901

R003856001

R003855501

STRAHLEN PROPERTIES
SUBSECT 14-15

R003855801

R004077701

R004148301

R004005401

R006391801

LUKACK RANCH

7N 7E

DEER RUN DR

MISSION HILLS RD

**TORRANCE COUNTY ASSESSOR
PROPERTY PROFILE**

Account #: R003855501 Local #: 38555 Parcel #: 1040039082053000000

Tax Year: 2021	Levy: 22.501000	# of Imps: 2	Created On:
Tax Dist: 7OUTETOR	Map #:	LEA: 100	Active On: 07/02/2019
PUC:	Initials:	Acct Type: Residential	Inactive On:
Assign To: Crystal			Last Updated:

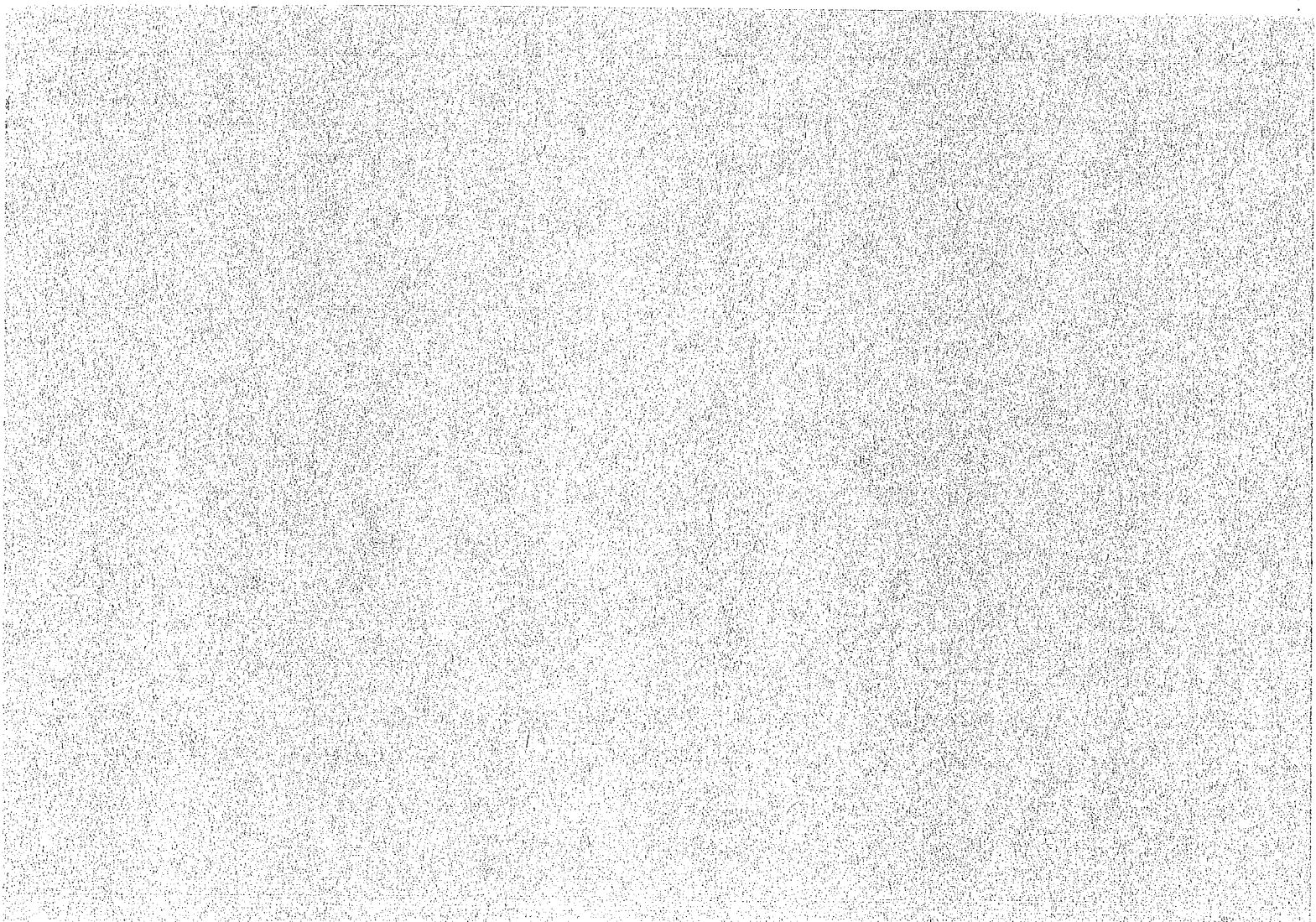
Owner's Name and Address
STRAHLEM RICHARD M AND GAIL L
13 DEER RUN COURT
ESTANCIA, NM 87016 -

Property Address
Street: 13 DEER RUN CT
City: ESTANCIA

Legal

MISSION HILLS LOT 4

Section	Township	Range	Qtr	QtrQtr	Government Lot	Government Tract
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**TORRANCE COUNTY ASSESSOR
PROPERTY PROFILE**

Account #: R003855401 Local #: 38554 Parcel #: 104003908216200000

Tax Year: 2021	Levy: 22.441000	# of Imps:	Created On:
Tax Dist: 7OUTETON	Map #:	LEA: 100	Active On: 07/02/2019
PUC:	Initials:	Acct Type: Vacant Land	Inactive On:
Assign To: Crystal			Last Updated:

Owner's Name and Address

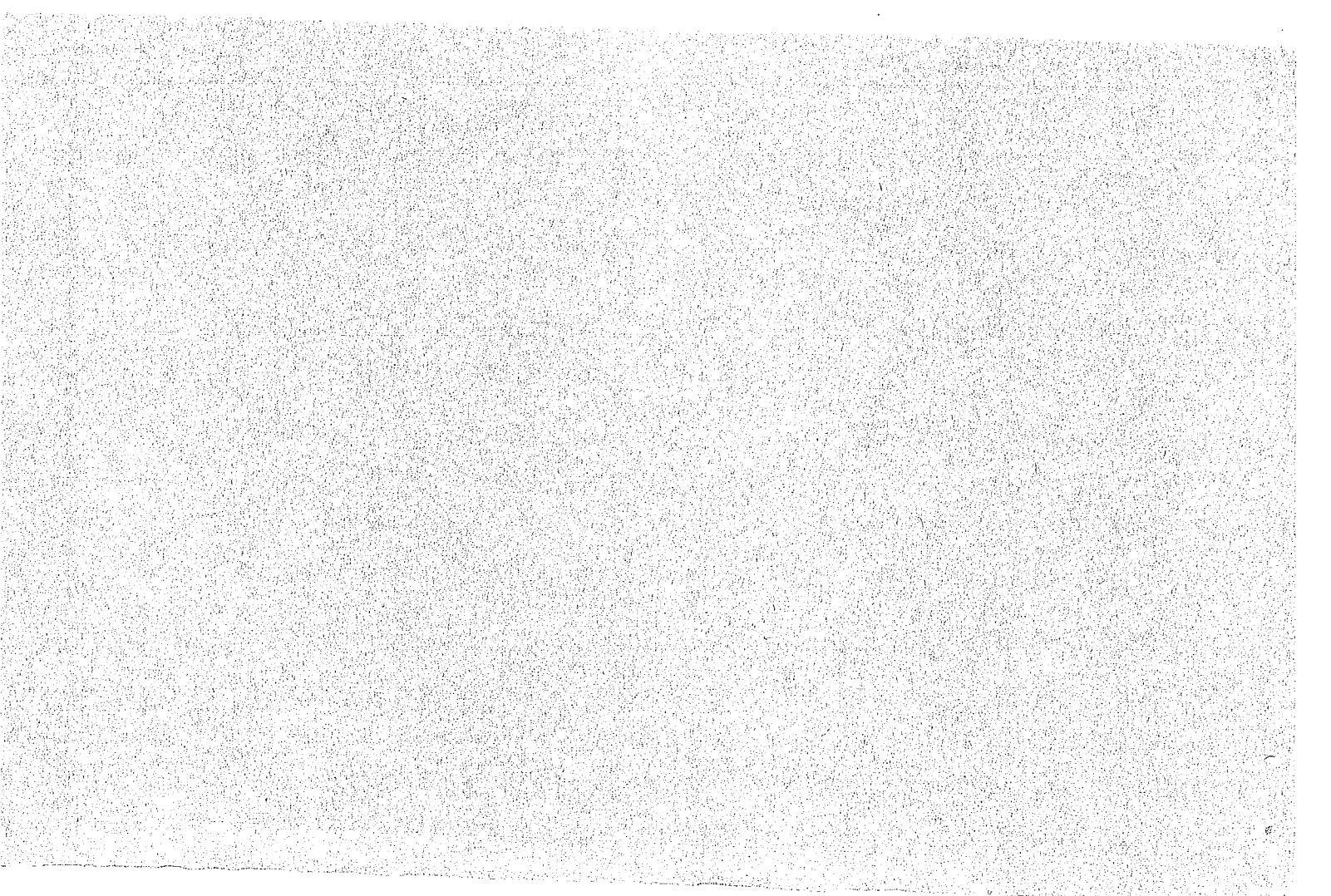
Property Address

CONAWAY IDELL S
1111 MORNING SIDE DE NE
ALBUQUERQUE, NM 87110 -

Legal

MISSION HILLS LOT 3

Section	Township	Range	Qtr	QtrQtr	Government Lot	Government Tract
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**TORRANCE COUNTY ASSESSOR
PROPERTY PROFILE**

Account #: R006391801	Local #: 19659	Parcel #: 1040038146130000000
Tax Year: 2021	Levy: 22.441000	# of Imps: Created On: 09/02/2020
Tax Dist: 7OUTETON	Map #:	LEA: 100 Active On: 09/02/2020
PUC:	Initials:	Acct Type: Agricultural Inactive On:
Assign To: Crystal		Last Updated:

Owner's Name and Address	Property Address
LUTRICK RANCH LLC 9141 STATE HIGHWAY 337 ESTANCIA, NM 87016 - 9792	

Legal

TWP 7 RGE 7 --- SEC 25 S2; S2N2 (480) SEC 26 S2 (320) SEC 27 S2; NW4 (480) SEC 28 ALL (640) SEC 29 E2, 42,2AC IN E2NW4, 1.2AC IN SW4NW4 ALL LYING E OF HWY 337 (363.40) SEC 33 N2NW4

Section	Township	Range	Qtr	QtrQtr	Government Lot	Government Tract
32	7N	7E				

Subdivision Information

Sub Name	Block	Lot	Tract

**TORRANCE COUNTY ASSESSOR
PROPERTY PROFILE**

Account #: R003855601	Local #: 38556	Parcel #: 1040039126085000000
Tax Year: 2021	Levy: 22.441000	# of Imps:
Tax Dist: 7OUTETON	Map #:	LEA: 100
PUC:	Initials:	Acct Type: Vacant Land
Assign To: Crystal		Created On:
		Active On: 07/02/2019
		Inactive On:
		Last Updated:

Owner's Name and Address	Property Address
HAGMAIER JONATHON L & COOL JANET E 167 MISSION HILLS RD ESTANCIA, NM 87016 -	

Legal

MISSION HILLS LOT 5

Section	Township	Range	Qtr	QtrQtr	Government Lot	Government Tract
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Subdivision Information

Sub Name	Block	Lot	Tract
MISSION HILLS		5	



*Agenda Item
No. 13-A*

Torrance County & State of New Mexico Digital Trunked Radio System (D.T.R.S.) Partnership



October 4, 2021



NM DEPARTMENT OF
INFORMATION
TECHNOLOGY

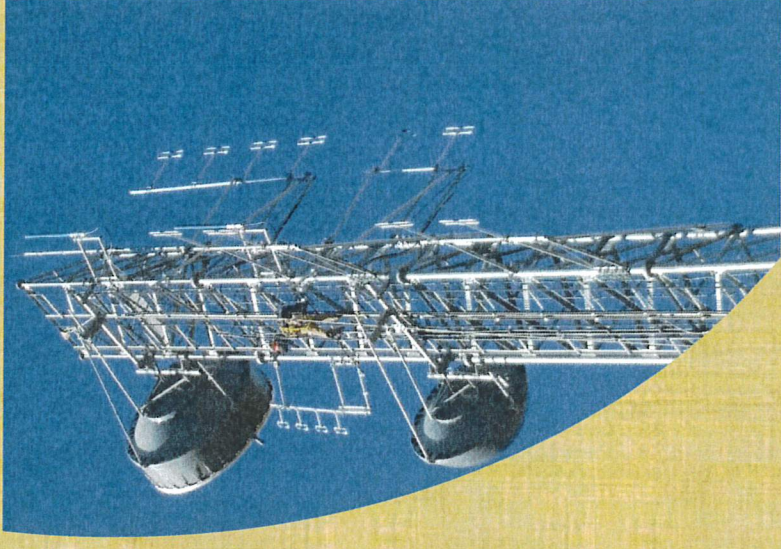
State of New Mexico Public Safety D.T.R.S. Communications Overview

- Statewide Radio System and Microwave Network – About 14,000 Subscribers, 13 Dispatch Centers, 125 Tower Sites,**
- 5 Service Shops (Albuquerque, Santa Fe, Roswell, Las Vegas, and Las Cruces) 4 Organizational Groups, 40 Employees, 100% Self Maintained**
- Provides Mission Critical Interoperable Communications for all State agencies and local government, tribal and federal partners**
- Partnerships With State & Local Agencies To Provide Service and Promote Interoperable Communications**

P25 - NM-DTRS Project

The New Mexico Digital Trunked Radio System (DTRS) supports the critical mission of first responders in New Mexico by facilitating high quality, reliable and interoperable public safety communications.

The department's plan and solution is following the recommendations included in the Capabilities Assessment and Gap Analysis Report by Federal Engineering. (2014)



What is APCO P25



- *Uses Project 25 Digital Standard*
- *Project 25 (P25) is the standard for the design and manufacture of interoperable digital two-way wireless communications products. Developed in North America with state, local and federal representatives and Telecommunications Industry Association (TIA) governance, P25 has gained worldwide acceptance for public safety, security, public service, and commercial applications. – This is an open standard protocol*
- *Integrates into DoIT's existing primary and redundant system cores*
- *Vendor agnostic subscriber platform*
- *Required for grant eligibility in accordance with Department of Homeland Security guidelines*

FY21 System Coverage and Stats (Includes work in progress)

FY21 Progress

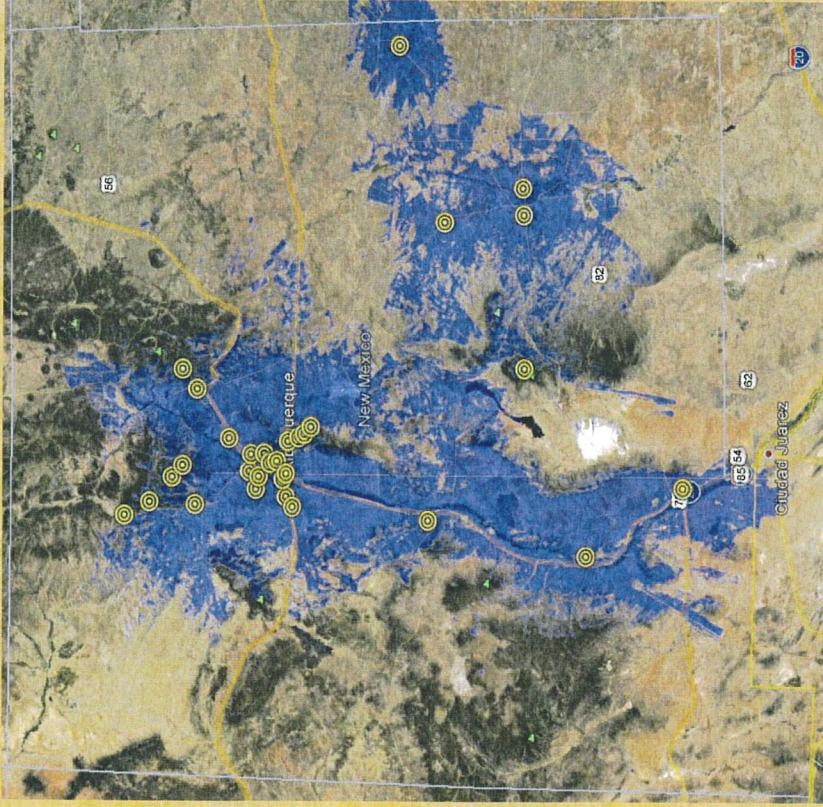
Key Stats :

Appropriations to Date including project fund balance: **\$37.8 million**

- 30 Sites In System
- 21.6% Predicted Mobile Radio Coverage
- 5.84% of State-entity Radios On System

Major Coverage : ABQ, Rio Rancho, Bernalillo, Sandoval, Roswell, Las Cruces, Santa Fe, Clovis, Portales, T or C and Spaceport America

Entities Served: DPS, DoIT, EMNRD, NMCD, CABQ, Bernalillo County, Sandoval County, Los Lunas and Rio Rancho



NM-D.T.R.S. Partners

- *City of Albuquerque / Bernalillo County*
- *Sandoval County*
- *Village of Los Lunas*
- *Eddy County*
- *Federal Forestry Service*
- *Federal Bureau of Land Management*
- *Federal Bureau of Investigation*
- *US Marshal's Service*
- *Bureau of Alcohol Tobacco and Firearms*
- *Espanola / Rio Arriba County*
- *DHS Immigration and Customs Enf.*
- *National Park Service*
- *New Mexico State University*
- *Rio Rancho*
- *New Mexico State Police*
- *State Parks*



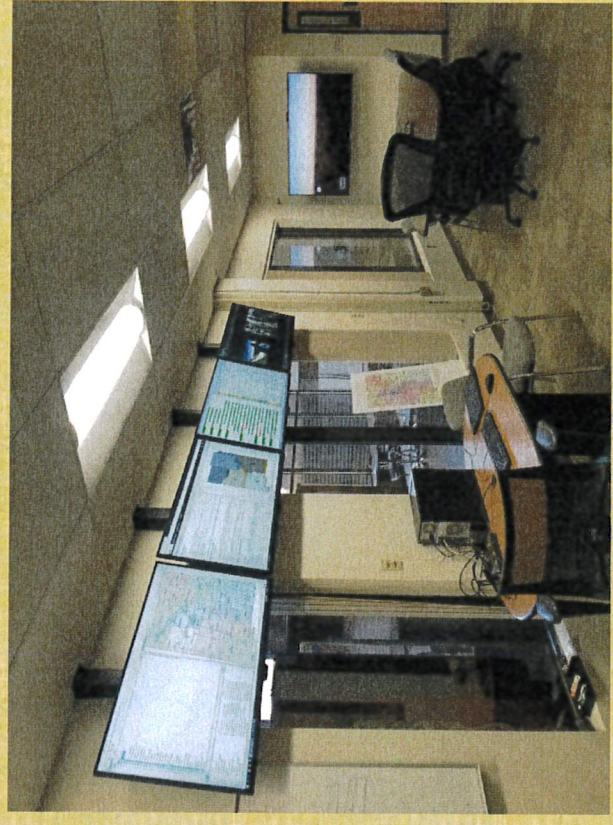
SoNM Department of Information Technology

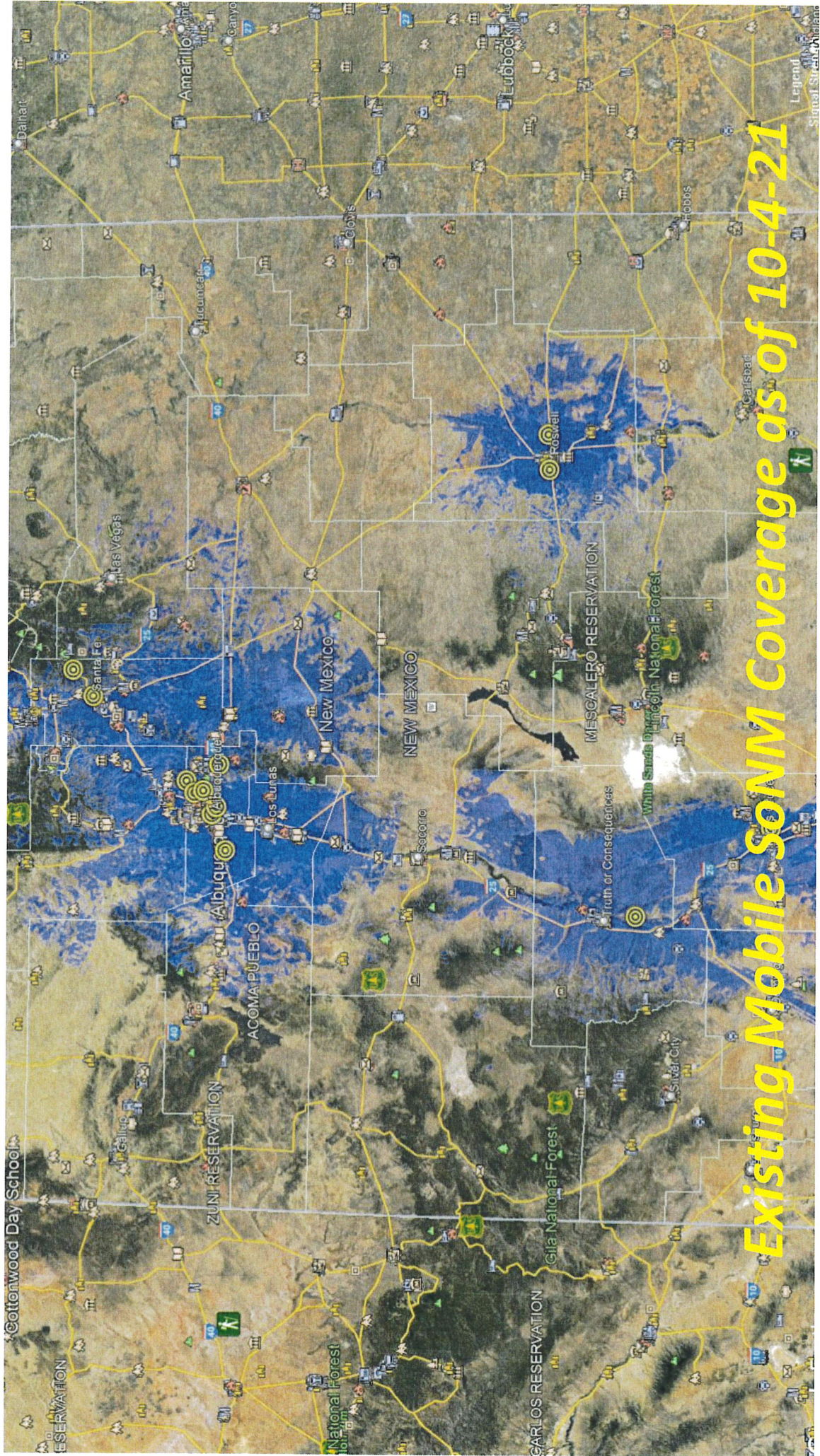
Equipment & Service Inventory

- Motorola M3 core, Located at 715 Alta Vista Simms Building, Santa Fe, NM**
- Disaster Recovery (DR) Motorola redundancy core, Located at Oso Grande Data Center, Albuquerque, NM.**
- 24/7/365 Network Operations Center (NOC) Monitoring Service**
- On-Call 24/7/365 Service Technicians**
- Monthly Detailed Billing Documentation,**
- Access to our M3 Core applications, such as Smart Connect, Radio Management, etc. (A cost is associated with each application requested, normally per UE device)**

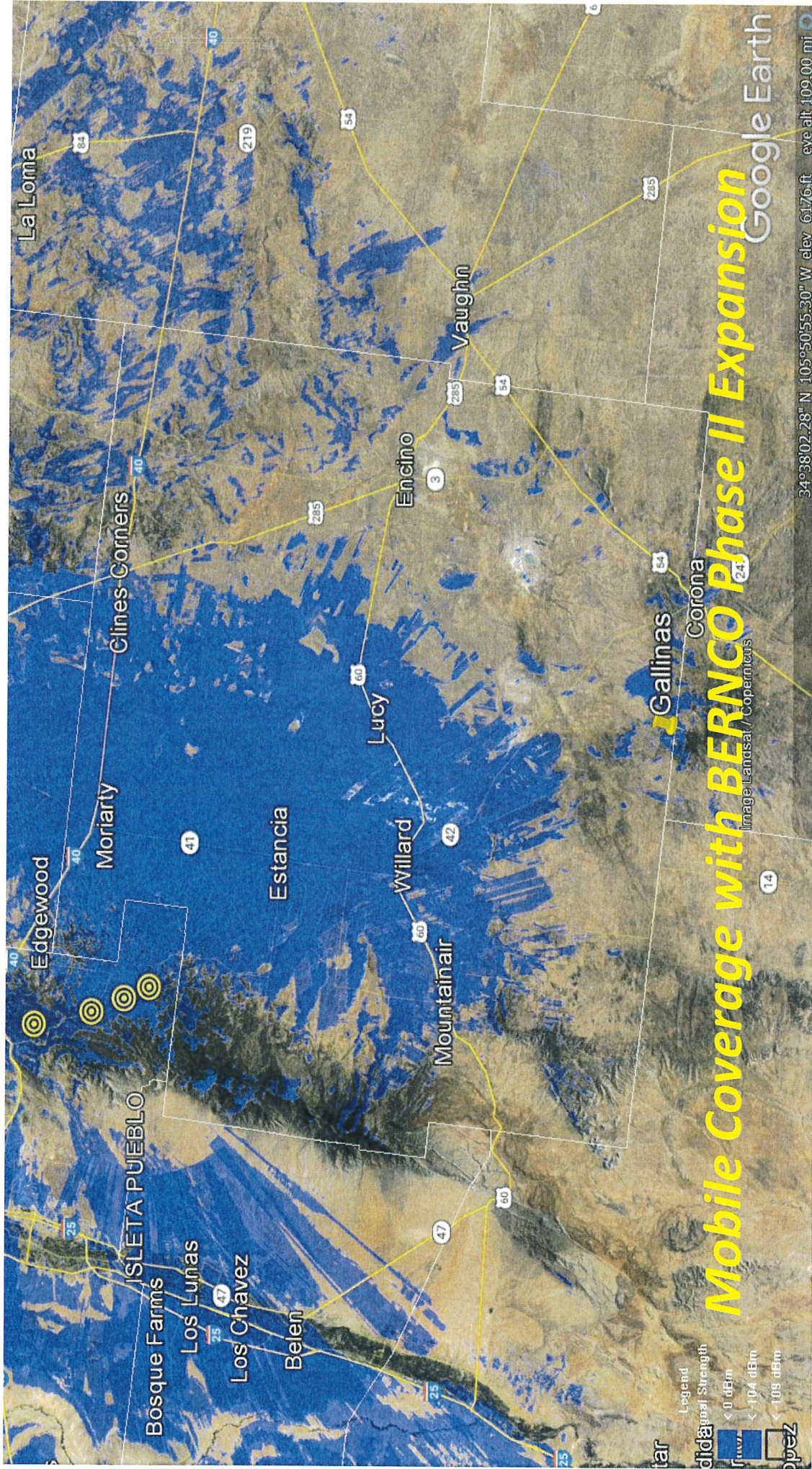
Public Safety Network Operations Center

- Established 2017**
- Santa Fe, 3 Full Time Employees**
- Proactive monitoring of all systems**
- Reactive dispatch of maintenance team**
- System management (Radio, Microwave, IP Routing and DTRS systems)**
- Data & Trend Analysis**
- Subscriber Support**
- Advanced troubleshooting and support**
- Network reliability increased from 78% in 2014 to 99.992% 2018, FY21 99.994%**





Existing Mobile SONM Coverage as of 10-4-21



Mobile Coverage with BERNCO Phase II Expansion

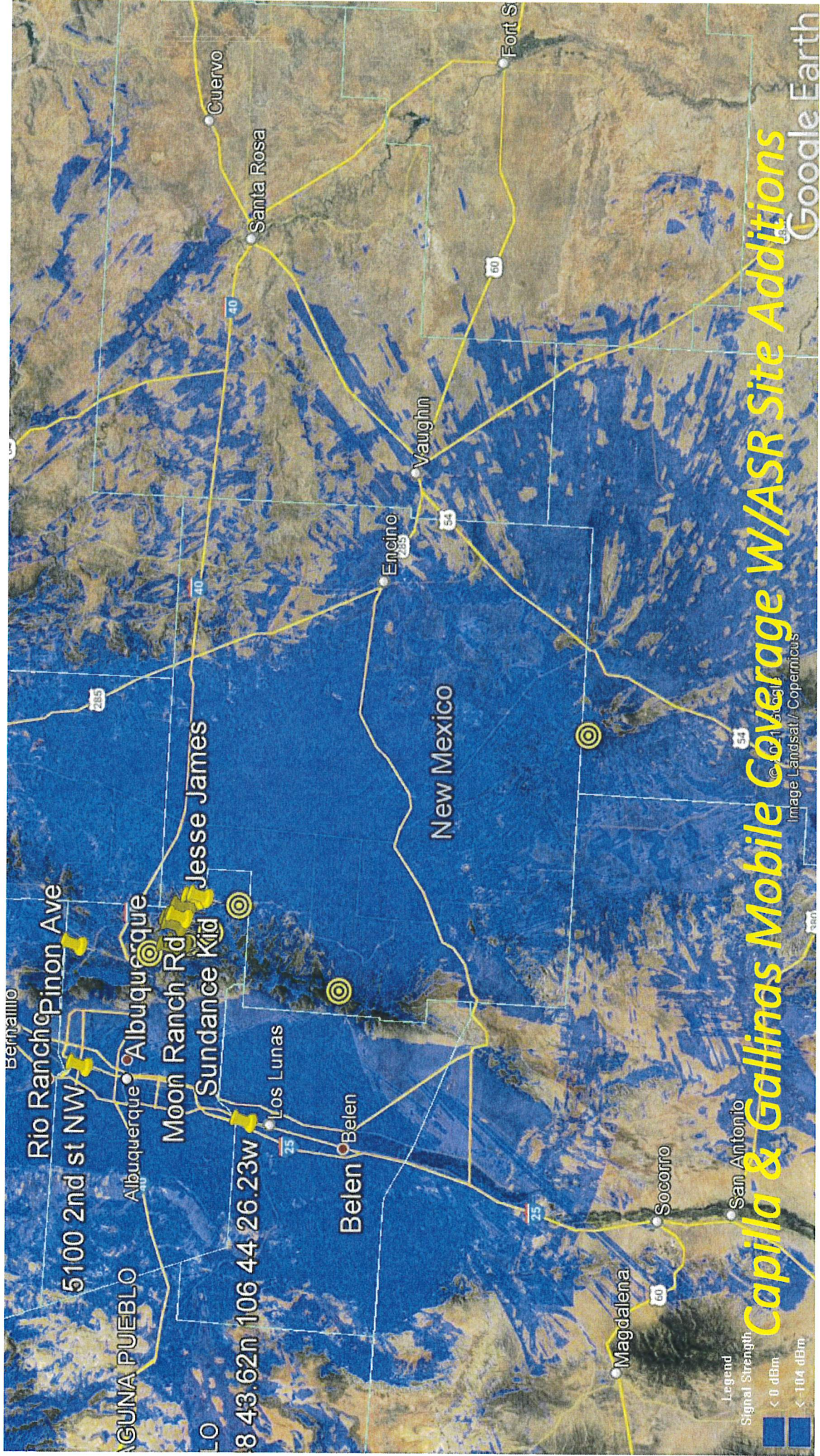
Google Earth

Image Landsat / Copernicus
 34°38'02.28" N 105°50'55.30" W elev 6176.ft eye alt 109.00 mi

Legend

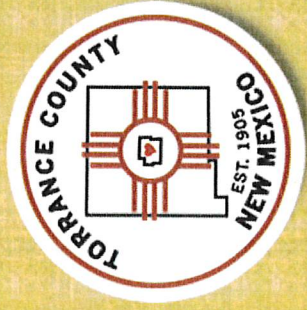
Signal Strength

- < 0 dBm
- < -1.04 dBm
- < -1.09 dBm



Capilla & Gallinas Mobile Coverage W/ASR Site Additions

Legend
Signal Strength
< 0 dBm
< 104 dBm



Moving Forward

- *Torrance County letter of Intent (Not Binding)*
- *Memorandum of Understanding (MOU) “Contributing Customer” or “Standard Non-Contributing Customer”*
- *Start the MOU DTRS draft agreement with help from the SoNM*
- *Roles and Responsibilities Torrance County*
- *Roles and Responsibilities SoNM DoIT*



NM DEPARTMENT OF
INFORMATION
TECHNOLOGY

Torrance County Roles and Responsibilities

- *Torrance County personnel roles and responsibilities to include contact information*
- *Start the MOU “Contributing Customer” or “Standard Non-Contributing Customer” DTRS draft agreement with help from the SoNM*
- *If “Contributing Customer” Torrance County will need to provide hard costs, with documentation, of investments to be considered for service credit (cost of ASR site, cost of site relocation, site upgrades like FDMA to TDMA, and anything else you what the SoNM to consider)*
- *Torrance County personnel to help DoIT identify possible Communication sites for use by the SoNM to enhance Torrance County coverage (Contributing or Non-Contributing)*
- *Start working with DoIT & Contractor Motorola to obtain quotes for Addition of ASTRO (ASR) sites to enhance Torrance County's coverage (this will be added on to your investment) if Contributing Customer*
- *SoNM DoIT will Credit 20% of Torrance County contributions towards infrastructure costs to include: NEW ASR site equipment costs, communication site tower and shelter modifications, Microwave or Fiber Backhaul costs*
- *Start working with SoNM & Motorola on code plug modifications to include interoperable state channels*
- *Start working with SoNM & Motorola on Torrance County's transition regarding backhaul solutions to the SoNM M3 core. (this will be added on to your investment) if Contributing Customer*
- *Torrance County will be required to maintain the consoles and keep them up to date in software. This will require a maintenance agreement with Motorola (Contributing or Non-Contributing)*
- *Once Torrance County has transitioned portable and mobiles onto the SoNM public Safety network there will be a \$20.00 User device (UE) fee per month, minus service credit. Fee is assessed once a UE is turned on and affiliates to our core.*

State of New Mexico Roles and Responsibilities

- *SoNM DoIT will provide personnel roles and Responsibilities to include contact information*
- *Help Torrance County with the MOU “Contributing Customer ” or “Standard Non-Contributing Customer” DTRS draft agreement*
- *The SoNM DoIT will maintain our Motorola M3 core with Software upgrades as they become available*
- *The SoNM DoIT will maintain our Disaster Recovery (DR) Motorola redundancy core, Located at Oso Grande Data Center, Albuquerque, NM.*
- *Keep Torrance County informed as to Core and Console software upgrades as needed to support our public safety partners*
- *24/7/365 Network Operations Center (NOC) Monitoring Service*
- *On-Call 24/7/365 Service Technicians*
- *Monthly Detailed Billing Documentation,*
- *Access to our M3 Core applications, such as Smart Connect, Radio Management, etc. (A cost is associated with each application requested, normally per UE device)*
- *The SoNM DoIT promises to keep enhancing coverage throughout the State and Torrance County to meet public safety needs and concerns depending on funding and yearly budget*

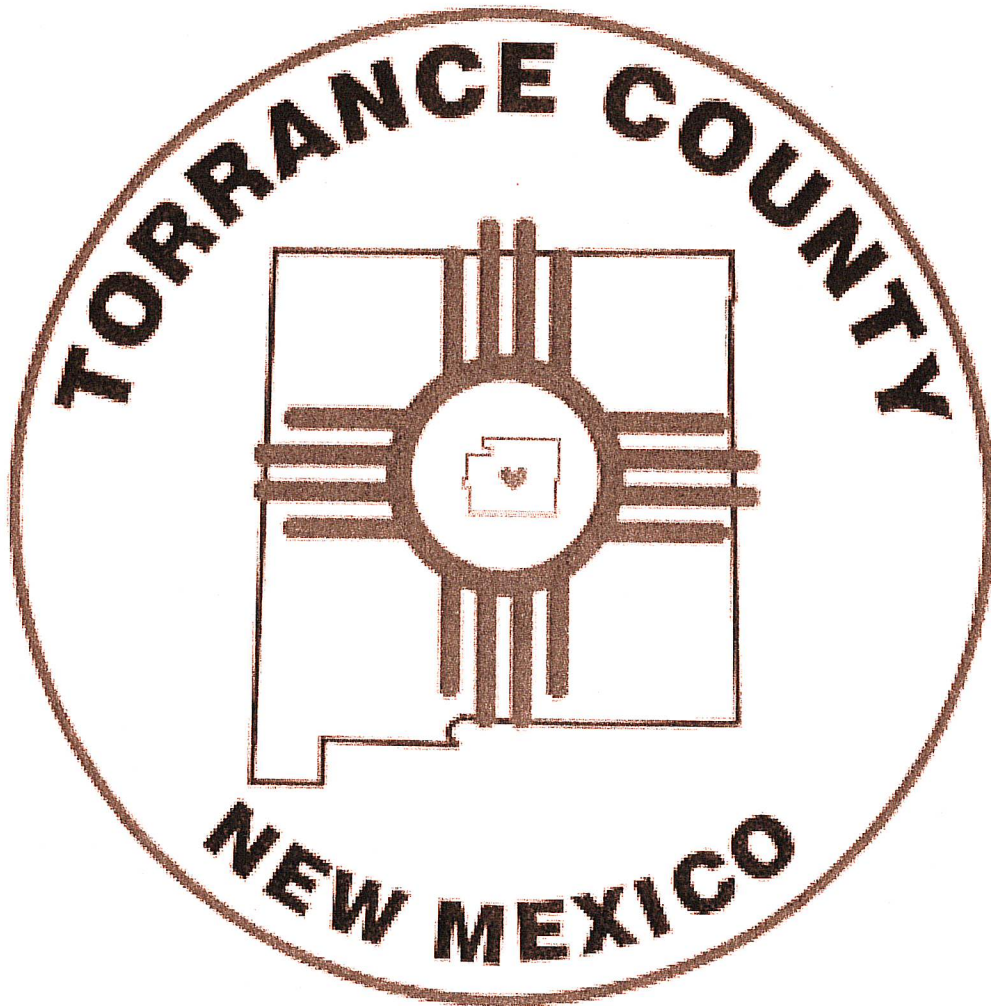
Questions:



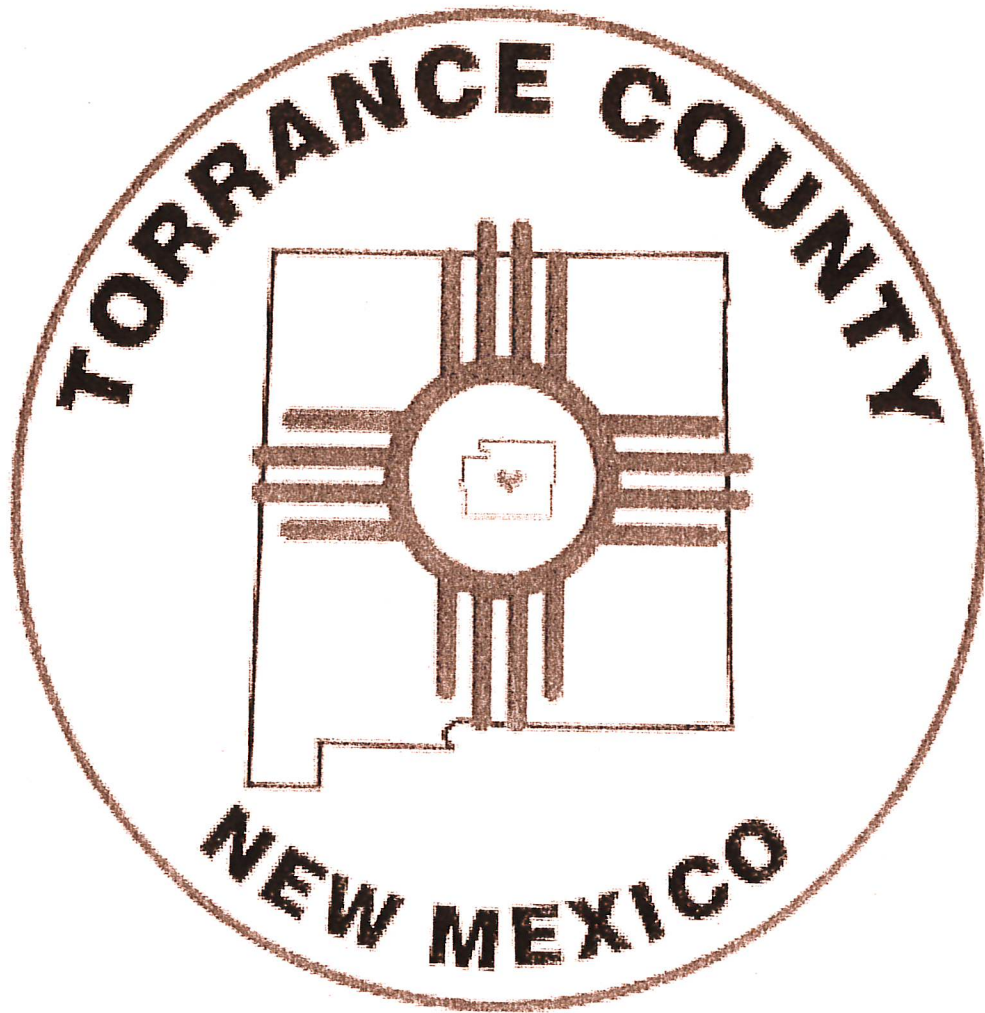
Vince Bradley
Engineer of Public Safety Communications
State of New Mexico Department of Information
Technology

Vince.Bradley@state.nm.us

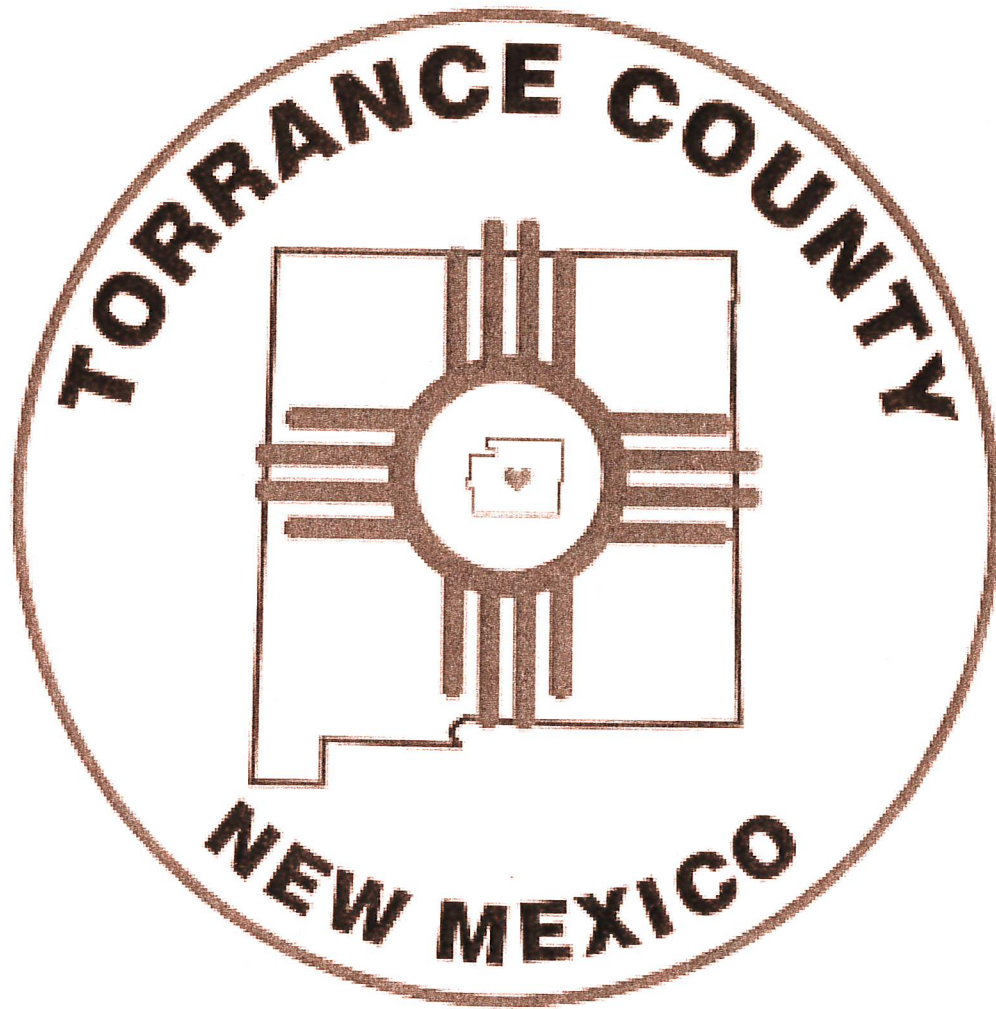
505.231.8989



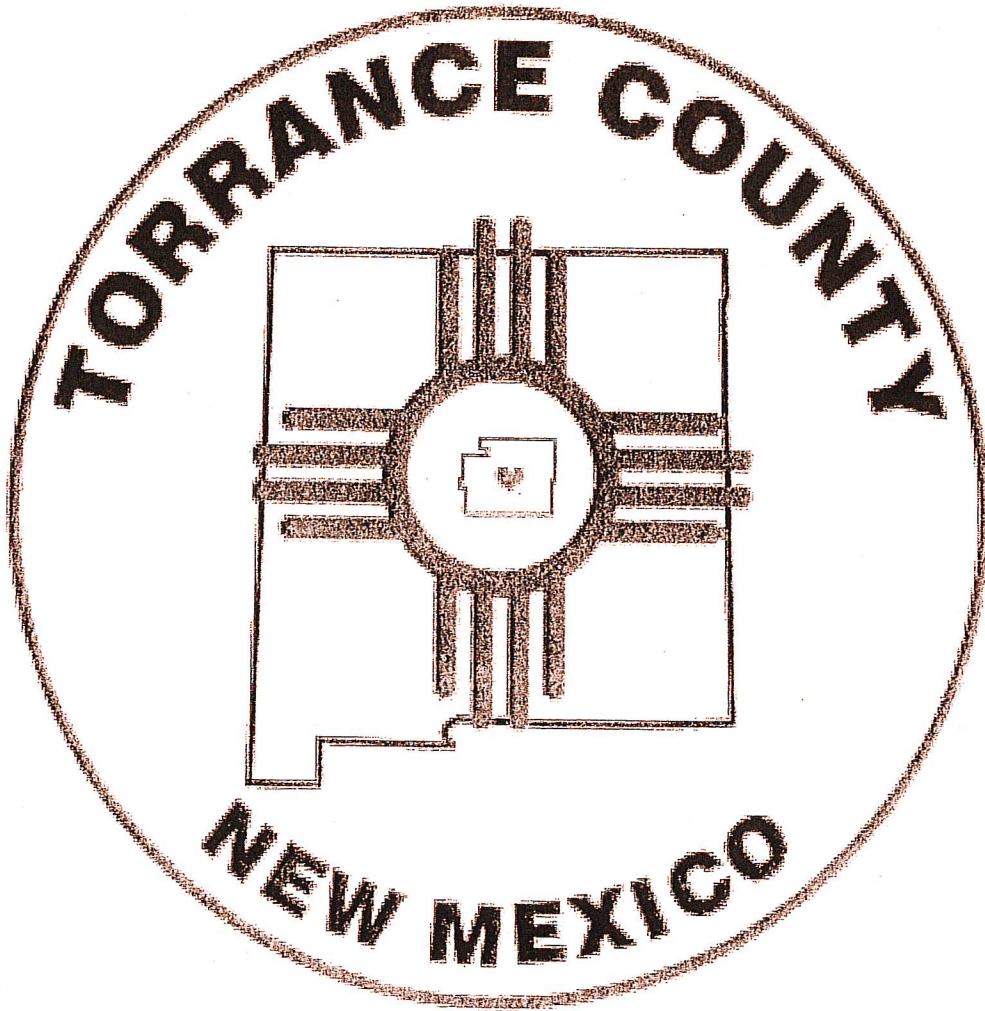
*Agenda Item
No. 13-B*



Agenda Item
No. 13-C



Agenda Item
No. 14



Agenda Item
No. 16



*Agenda Item
No. 17*