



TORRANCE COUNTY
COMMISSION MEETING
January 12, 2022
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

Due to the Governor's Public Health Order there is limited seating available. The meeting will be available via Zoom and the link can be found on the County's website <https://www.torrancecountynm.org/calendar/3/793-Commission-Meeting>

ADMINISTRATIVE MEETING AGENDA

WEDNESDAY, January 12, 2022 @ 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. Election of Chair and Vice Chair**
 - A. COMMISSION:** Election of Chair and Vice Chair for Calendar Year 2022.
- 5. Open Meetings Act Resolution**
 - A. COMMISSION:** Motion to approve Resolution 2022-1 establishing the provisions of the New Mexico Open Meetings Act, NMSA 1978 § 10-15-1 and repealing Resolution 2021-1.
- 6. PROCLAMATIONS**
- 7. CERTIFICATES AND AWARDS**
- 8. BOARD AND COMMITTEE APPOINTMENTS**
 - A. COMMISSION:** Motion to create a New Administrative Building Committee, to appoint members of this committee, and to allocate funding for committee's work.
 - B. MANAGER:** Motion to appoint Torrance County's representative to the Estancia Valley Economic Development Association (EVEDA) Executive Board.

C. MANAGER: Motion to appoint Torrance County's two representatives to the Mid Region Council of Governments (MRCOGG) Executive Board.

D. MANAGER: Motion to appoint County Manager Janice Barela as the Torrance County voting member on the New Mexico Counties Insurance Pool and Deputy County Manager Juan Torres as the alternate.

E. MANAGER: Motion to appoint County Manager Janice Barela as the Torrance County voting member to the New Mexico Counties Insurance Authority (NMCIA) and Deputy County Manager Juan Torres as the alternate.

9. PUBLIC COMMENT and COMMUNICATIONS

10. APPROVAL OF MINUTES

A. COMMISSION: Motion to approve the November 10, 2021, Torrance County Commission Meeting Minutes.

11. APPROVAL OF CONSENT AGENDA

A. FINANCE: Motion to approve payables.

12. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE

13. ADOPTION OF RESOLUTION

A. COMMISSION: Motion to approve Resolution 2022-____, Keeping Current Commission Districts after Review of the 2020 US Census Data.

B. FINANCE: Motion to approve Resolution 2022-____, Budget Increase and Budget Transfer.

C. MANAGER: Motion to approve Resolution 2022-____, Acceptance of Agreement for Aging and Long-Term Services Capital Appropriations Project Renovations to the Moriarty Senior Center.

D. MANAGER: Motion to approve Resolution 2022-____, Acceptance of Agreement for Aging and Long-Term Services Capital Appropriations Project Renovations to the Mountainair Senior Center.

E. MANAGER: Motion to approve Resolution 2022-____, FY2023-2027 Infrastructure Capital Improvement Plan

14. APPROVALS

A. PLANNING AND ZONING: Motion to approve the Torrance County Planning and Zoning Board Meeting Schedule for 2022.

B. MANAGER: Discuss and possible action regarding the planning and development of Fairgrounds.

C. MANAGER: Motion to approve the appropriation of Torrance County's American Rescue Plan Funding for Torreon Land Grant.

D. FIRE: Motion to approve Service Agreement between Torrance County and Quick Med Claims for EMS Billing and Reimbursement services.

E. FIRE: Motion to approve the agreement between Torrance County and Consulting Pharmacy for pharmaceutical services.

F. MANAGER: Motion to ratify entering into the participation and escrow agreements relating to the opioid settlement.

15. DISCUSSION

A. MANAGER'S REPORT

B. COMMISSIONERS' REPORTS

1) Commissioner McCall, District 1

2) Commissioner Schwebach, District 2

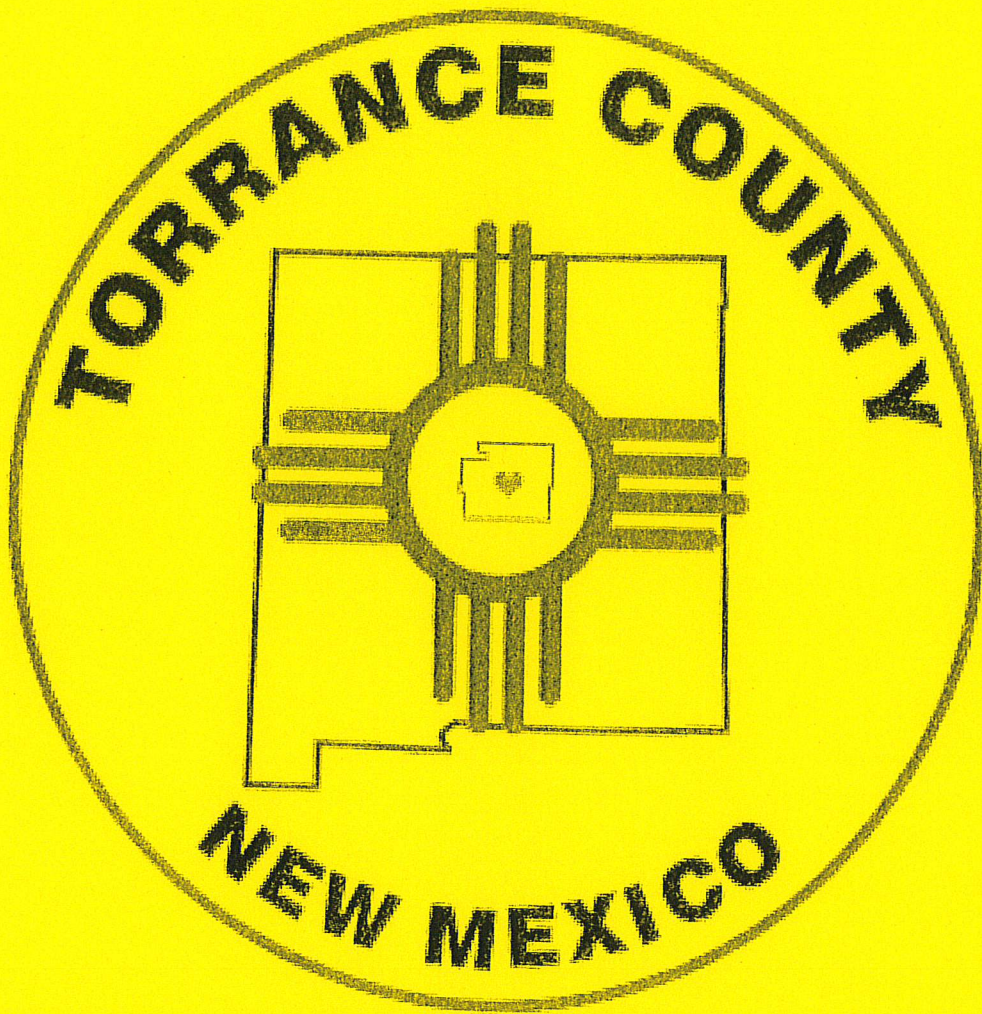
3) Commissioner Candelaria, District 3

16. EXECUTIVE SESSION

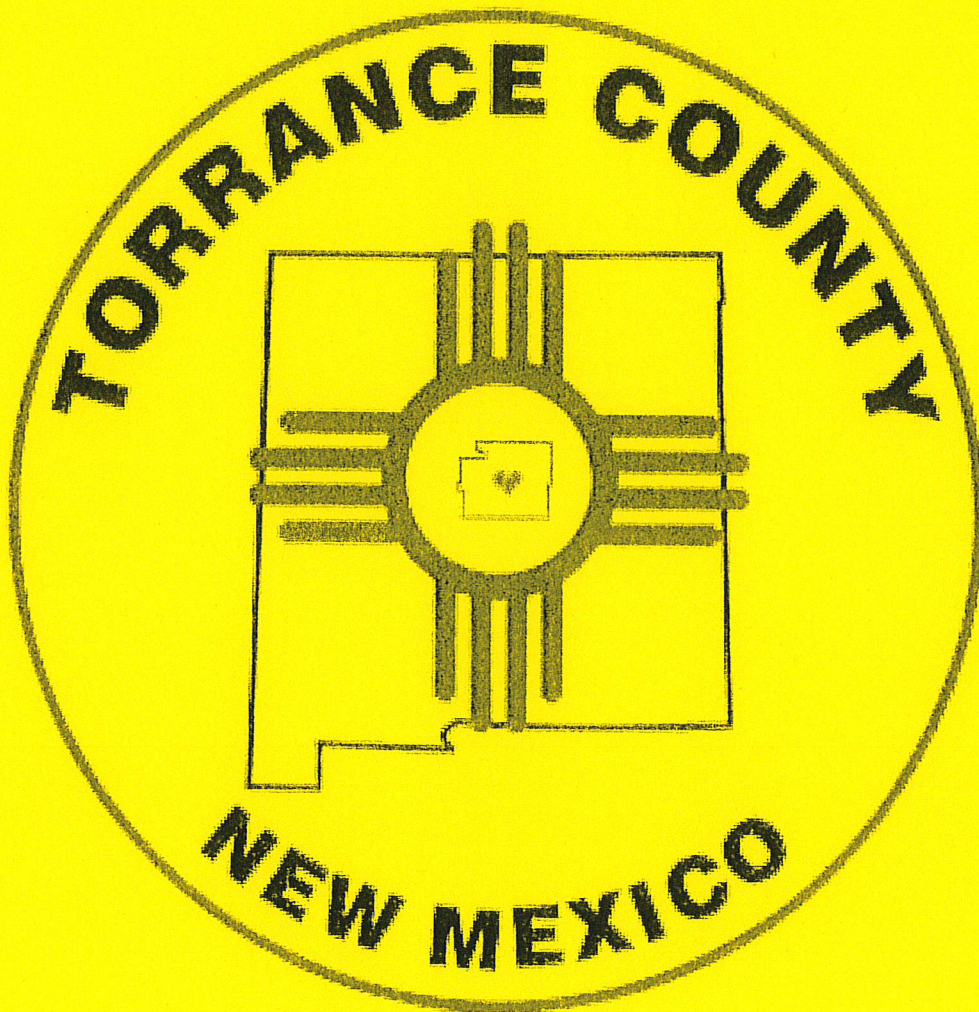
17. Announcement of the next Board of County Commissioners Meeting: January 26, 2022, at 9:00 AM.

18. SIGNING OF OFFICIAL DOCUMENTS

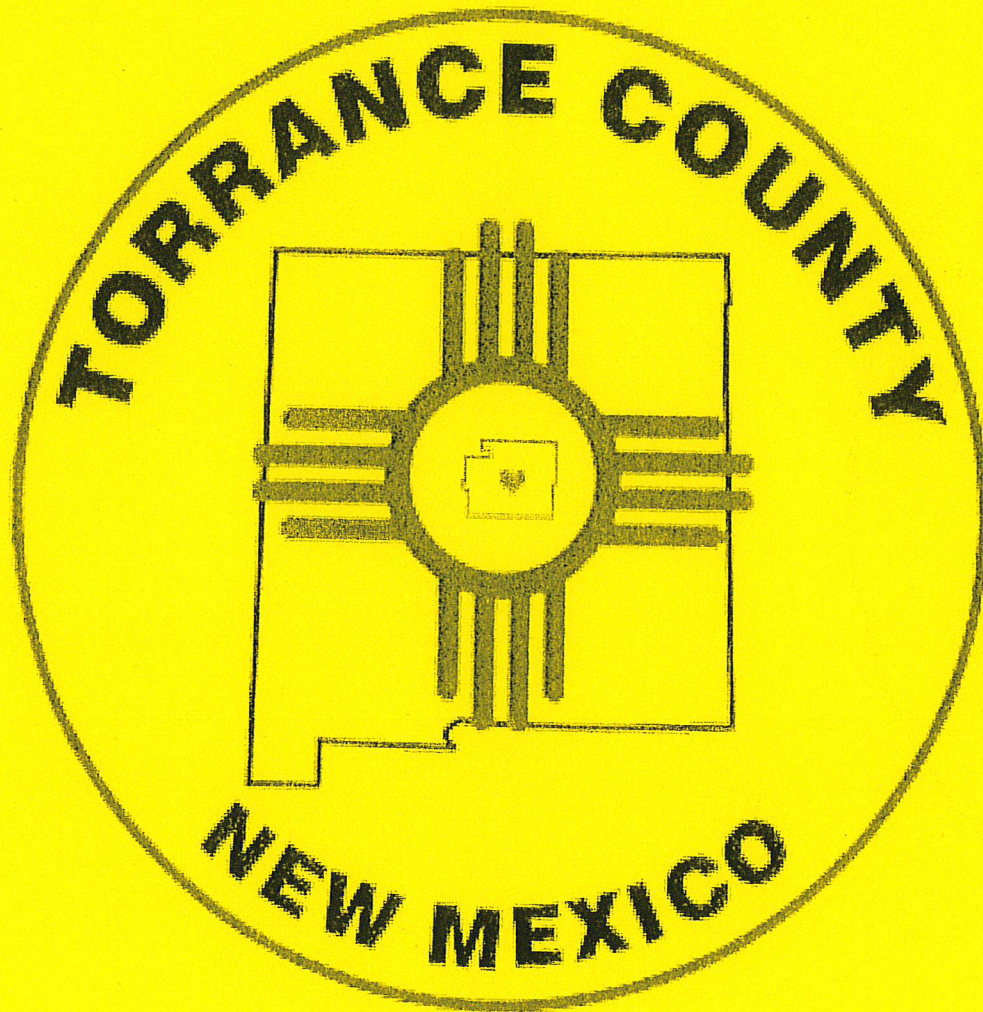
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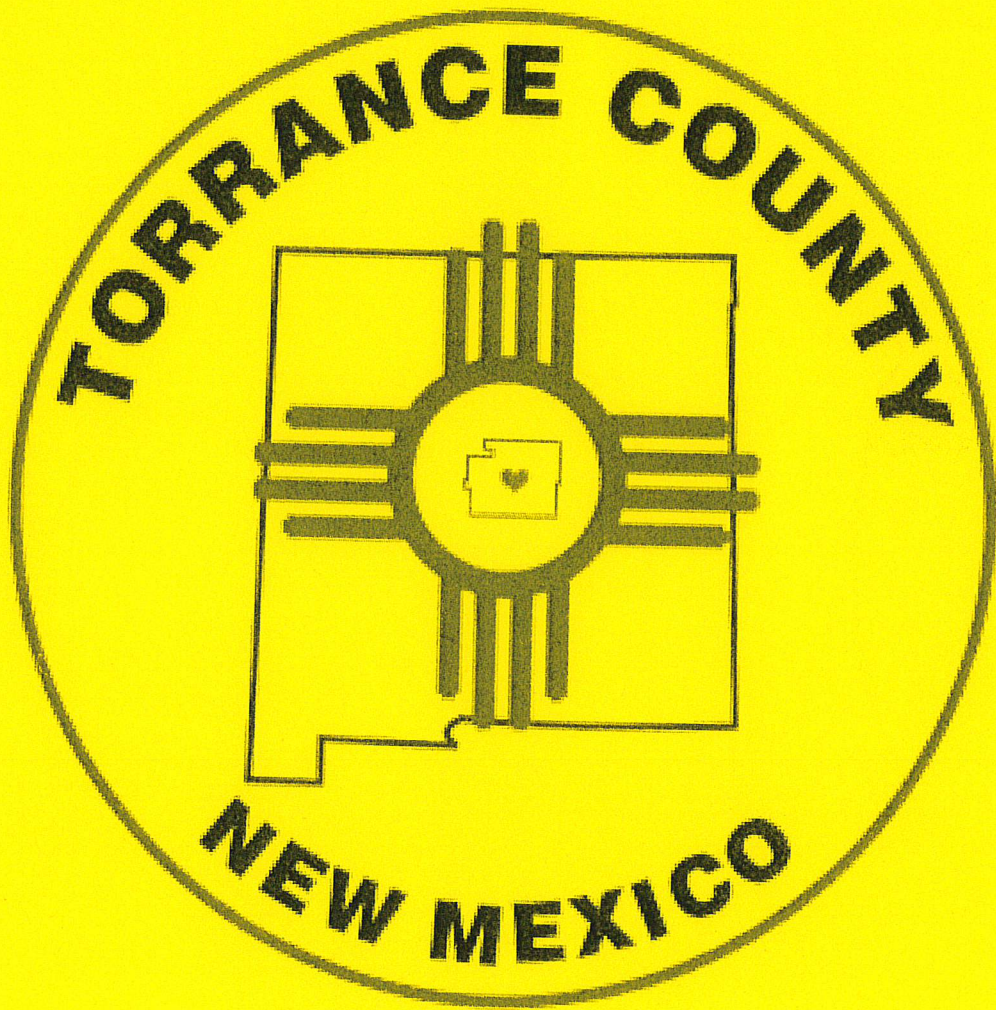
Agenda Item
No. 1



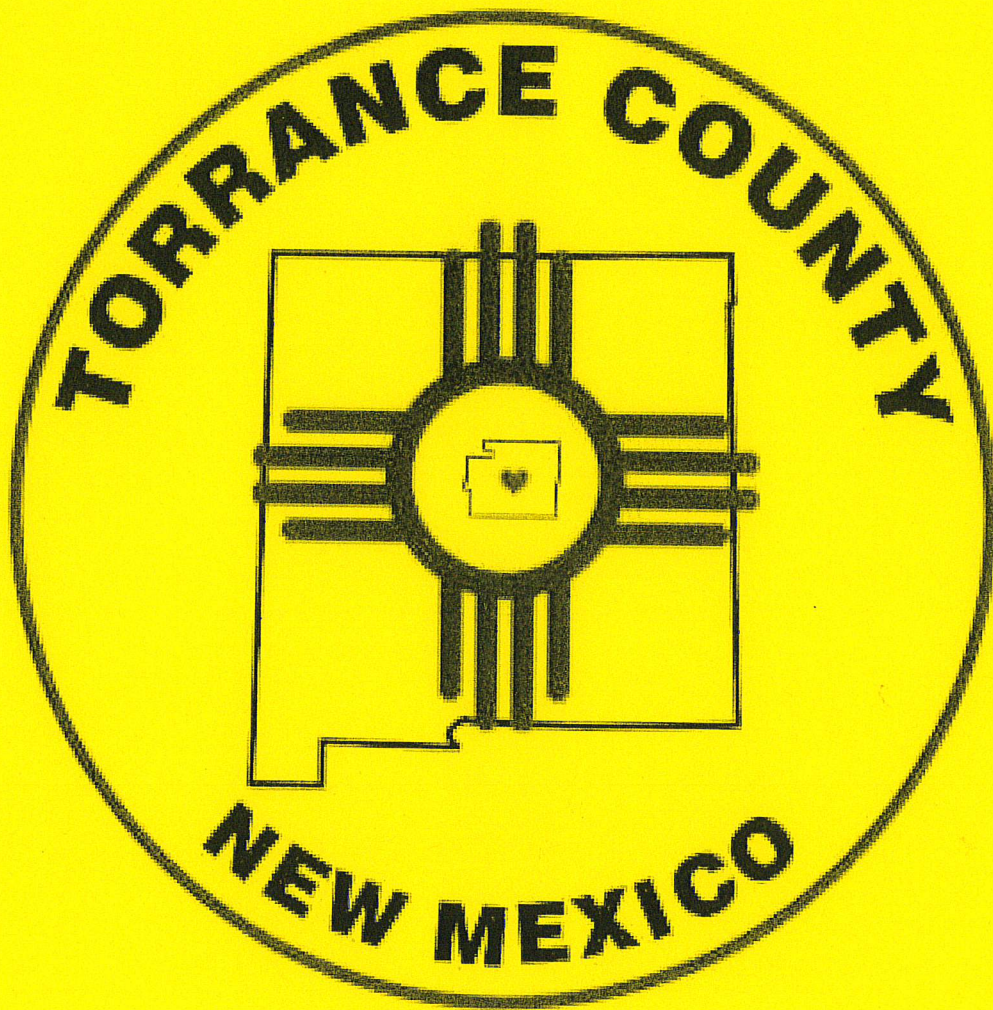
Agenda Item
No. 2



Agenda Item
No. 3



Agenda Item
No. 4-A



Agenda Item
No. 5-A

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**TORRANCE COUNTY
BOARD OF COUNTY COMMISSONERS
RESOLUTION NO. R2022-1**

OPEN MEETINGS ACT ADMINISTRATIVE RESOLUTION

WHEREAS, the New Mexico Open Meetings Act, Sections 10-15-1 through 10-15-4, NMSA, 1978, as amended provides that affected bodies... “shall determine at least annually in a public meeting what notice for a public meeting is reasonable when applied to that body” and “shall keep written minutes of all its meetings,” except as otherwise provided in Section 10-15-1 (H).

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, the governing body of the County of Torrance, New Mexico, pursuant to the provisions of the New Mexico Open Meetings Act, that:

1. Reasonable notice was given to the public of the meeting of the County Commissioners of the County of Torrance, New Mexico, held this 12th day of January 2022

2. Reasonable notice to the public of any meetings of the Board of County Commissioners of Torrance County, New Mexico shall consist of notice to newspapers of general circulation and FCC licensed broadcast media, that have made written request for such notice, according to the notice periods set forth hereafter, including but not limited to:

A. Any regular meetings:

1) public announcement at any previous meeting of the date, time and place it is to be held, and

2) giving notice of the date, time and place thereof either by telephone, or in person, or by written notice to the City Desk of at least one (1) daily

1 newspaper having circulation in Torrance County, New Mexico, not less
2 than three (3) days before the meeting is to commence, or

3 3) giving notice of the date, time and place thereof either by telephone, or in
4 person, or by letter at least three (3) days in advance of the meeting to a
5 representative of any radio or television station which regularly broadcasts
6 news within Torrance County, New Mexico, or

7 4) giving notice of the date, time and place of the meeting in a daily
8 newspaper having a general circulation in Torrance County, New Mexico,
9 not less than three (3) days in advance of the time the meeting is to
10 commence, or

11 5) during business hours having available for inspection by members of the
12 public at least three (3) days in advance of the meeting, a copy of the
13 notice including date, time, location and agenda at the Administrative
14 Offices of Torrance County located at 205 S. 9th Street, Estancia, New
15 Mexico, or

16 6) providing a list of regular meetings to be published in the weekly calendar
17 of a daily newspaper having a general circulation in Torrance County,
18 New Mexico, or

19 7) posting a list of all regular meetings to be held in the calendar year,
20 including date, time and place of the meetings, on the County's
21 website.

22 B. Any special meetings:

- 1) publishing notice of the date, time and place in a daily newspaper having a general circulation in Torrance County, New Mexico, not less than 72 hours in advance of the time the meeting is to commence, or
- 2) giving notice in person, by telephone or by written notice to the City Desk of at least one (1) daily newspaper having general circulation in Torrance County, New Mexico at least 72 hours before the commencement of the meeting, or
- 3) giving notice of the date, time and place thereof either by telephone, or in person, or by hand delivered letter at least 72 hours in advance of the meeting to an employee of any radio or television station which regularly broadcasts news within Torrance County, New Mexico.

C. Any emergency meetings:

- 1) An emergency meeting is a meeting called by any member of the Board of County Commissioners or the County Manager, orally or in writing to deal with an unforeseen circumstance that, if not addressed immediately by the Board of County Commissioners, will likely result in injury or damage to persons or property or substantial financial loss to Torrance County. The Board should avoid emergency meetings wherever possible but understands that these types of circumstances may necessarily arise.
- 2) Notice shall be as much notice as is permitted by the nature of the emergency.

D. Each of the above-described notices for regular and special meetings shall include notice that a printed agenda for the meeting will be available in the Manager's Office of the Torrance County Administrative Building at least seventy-two (72) hours prior to the meeting

1 unless it is a weekend, in which case the agenda will be available by 4:30 p.m. on the Friday
2 prior to the meeting.

3 E. In addition to the information specified above, all notices shall include the
4 following language:

5 "If you are an individual with a disability who is in need of a reader, amplifier,
6 qualified sign language interpreter or any other form of auxiliary aid or service to
7 attend or participate in the hearing(s) or meeting(s), please contact the
8 Manager's Office at 544-4700 at least one week prior to the meeting or as soon as
9 possible. Public documents, including the agenda and minutes, can be provided
10 in various accessible formats. Please contact the Manager's Office at the number
11 listed above if a summary or other type of accessible format is needed."

12 F. No action shall be taken at a meeting on any items, other than a declared
13 emergency item, not appearing on the final agenda for the meeting. An emergency refers to
14 unforeseen circumstances that, if not addressed immediately by the Board, will likely result in
15 injury or damage to persons or property or substantial financial loss to Torrance County.

16 G. Closed meetings shall not be held except under the conditions provided in
17 Sec. 10-15-1 (H) N.M.S.A. 1978 Comp. as amended.

18 H. Except as provided in Sec. 10-15-1 (H) N.M.S.A. 1978 Comp. as amended, any
19 necessary final action to be taken as a result of discussions in a closed meeting shall be made by
20 vote of the Board in an open public meeting.

21 It is further determined that substantial compliance with any one or more of the foregoing
22 alternatives which may be applicable is reasonable notice, but this determination shall not be

1 construed to prevent the use of additional means or methods of making known the date, time or
2 place of holding any public meeting, or other information with reference thereto, as may be
3 directed from time to time by or under authorization of the County Manager; further, this
4 resolution shall not be construed to require notice in instances where the same is not required by
5 law.

6 The foregoing determination shall be applicable to all meetings held after January 12,
7 2022.

8 3. Minutes of the open meetings of the Board shall be a concise, but an accurate,
9 written summary statement of all subject matter discussed in addition to the following minimal
10 information:

- 11 (a) the date, time and place of the meeting,
- 12 (b) the names of staff members who address the Board and a list of those
13 Board members present,
- 14 (c) a statement of what proposals were considered; and
- 15 (d) a summary record of discussion made by the body and of how each Board
16 member voted.

17 4. A draft copy of the minutes shall be prepared within ten (10) working days of the
18 meeting. Draft copies of these minutes shall be available for public inspection and should clearly
19 indicate on the draft that they are not the official minutes and subject to approval by the Board.
20 Minutes become official when approved by the Board at a subsequent meeting.

21 5. All or any part of this resolution may be amended or modified by the Board from
22 time to time. If any provision or clause of this resolution is held invalid, such invalidity shall not

1 affect the other provisions or clauses and this and the provisions and clauses of this resolution are
2 declared to be severable.

3 **DONE THIS 12th DAY OF JANUARY 2022.**

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6 **APPROVED AS TO FORM ONLY:**

BOARD OF COUNTY COMMISSIONERS

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9 _____
County Attorney Date

Kevin McCall, District 1

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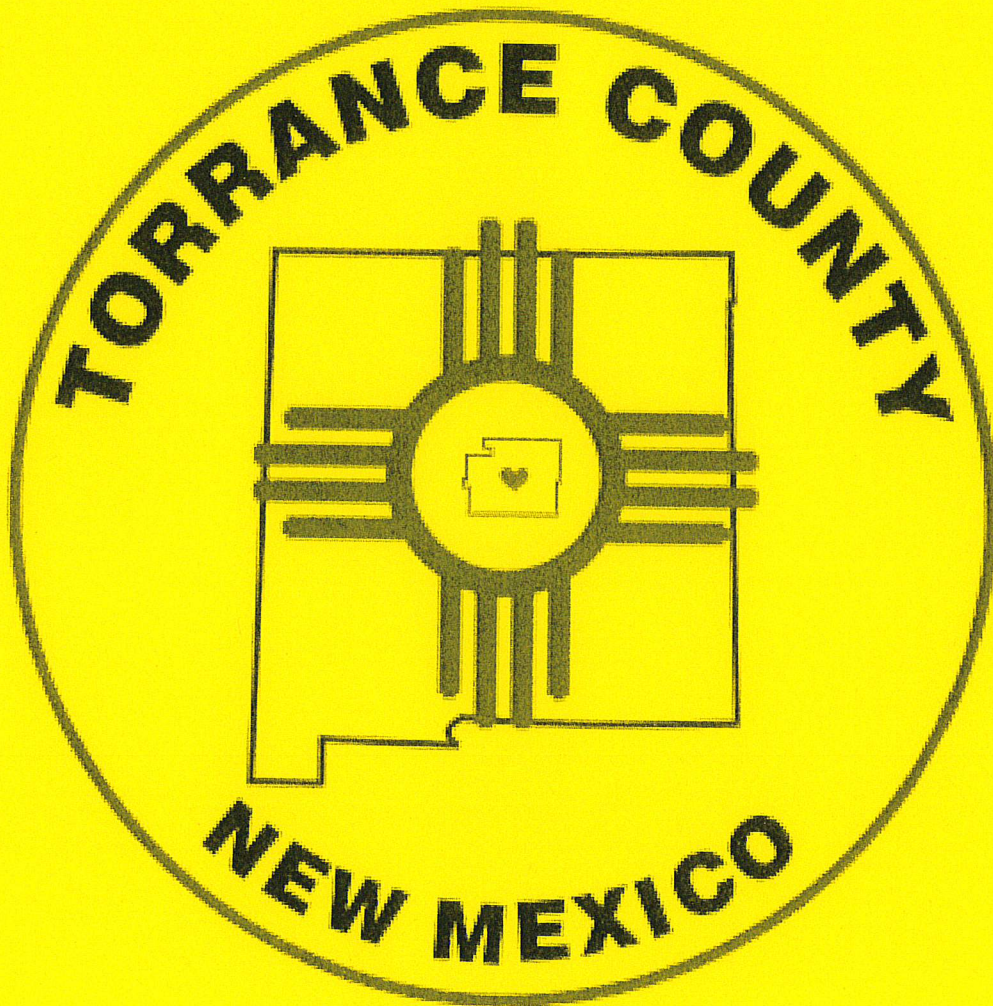
Ryan Schwebach, District 2

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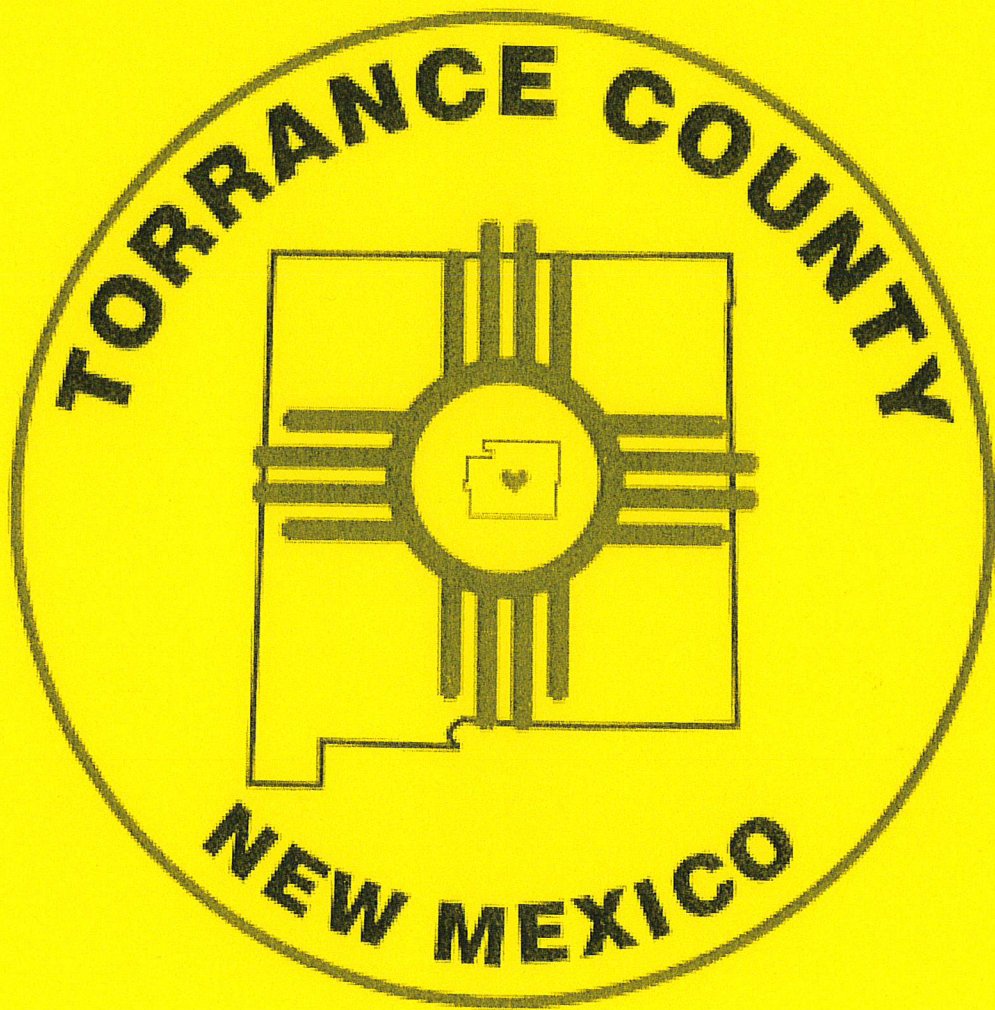
LeRoy Candelaria, District 3

14 **ATTEST:**

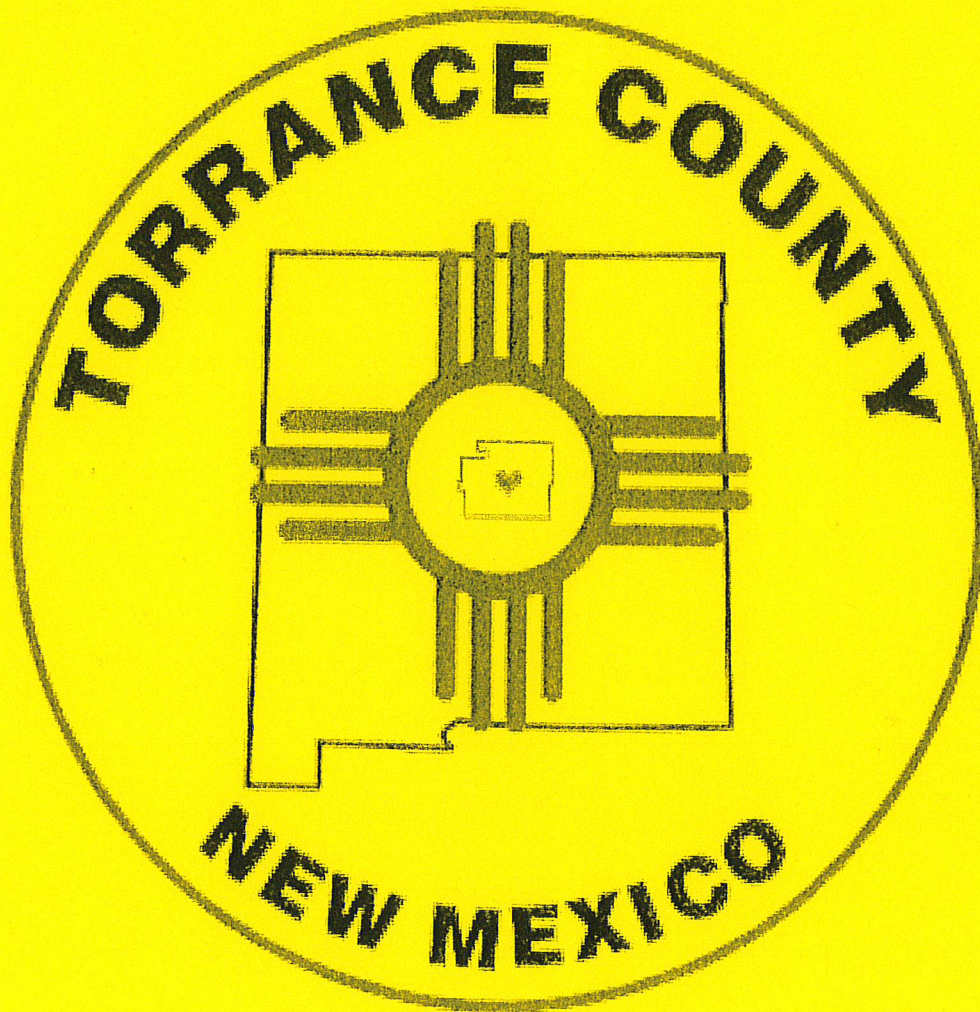
15 _____
16 Yvonne Otero, County Clerk
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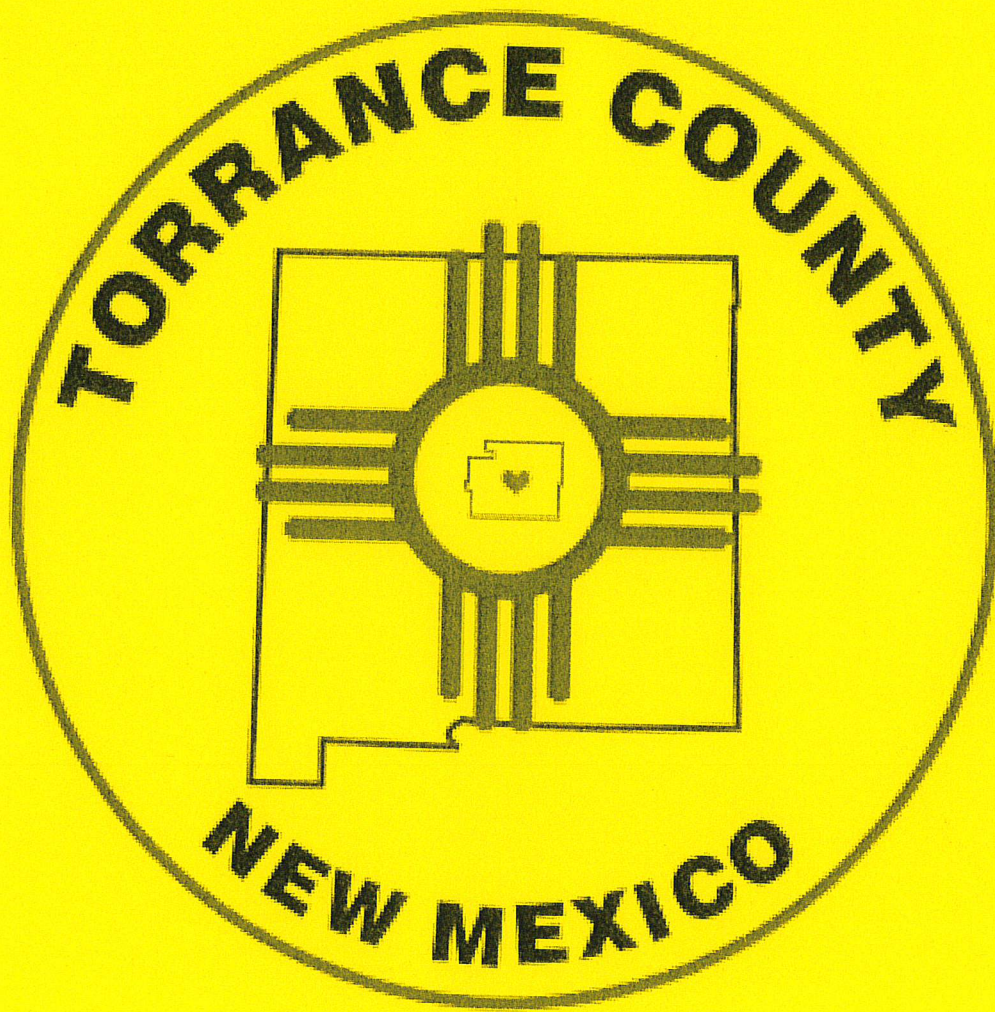
*Agenda Item
No. 6*



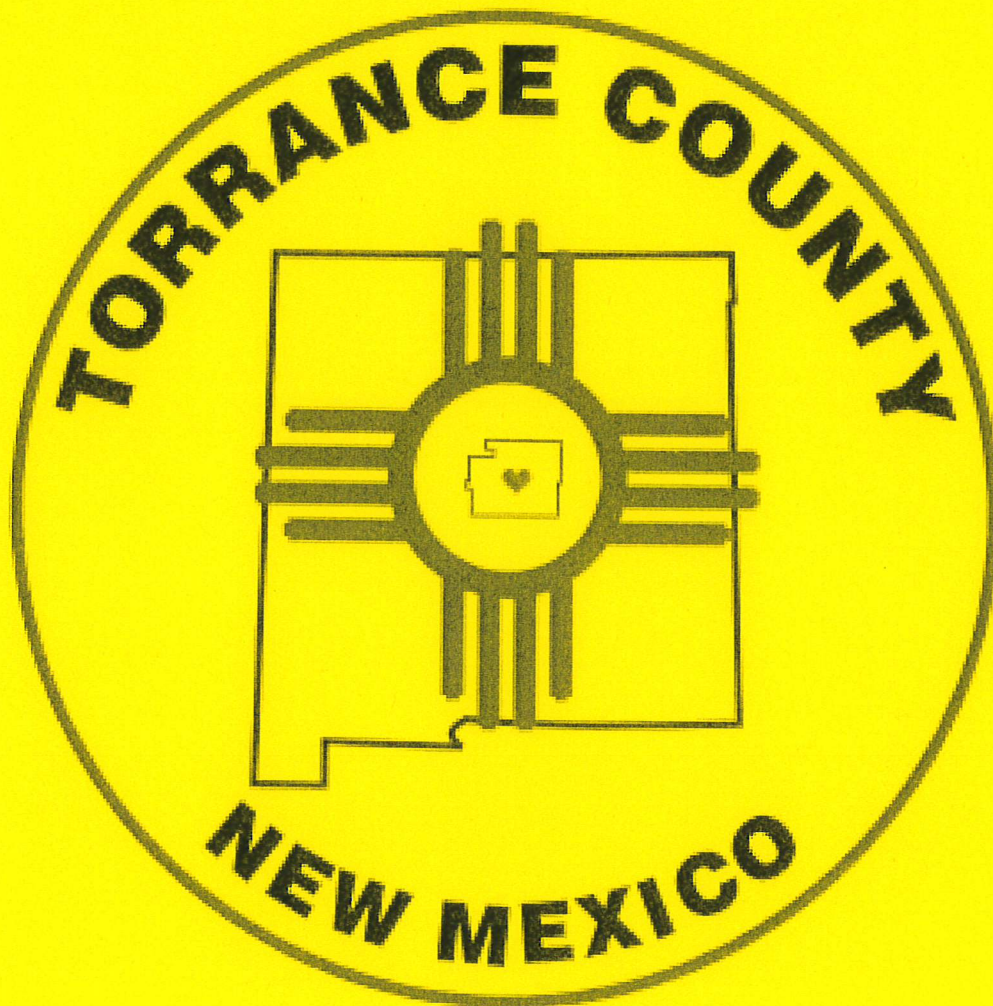
*Agenda Item
No. 7*



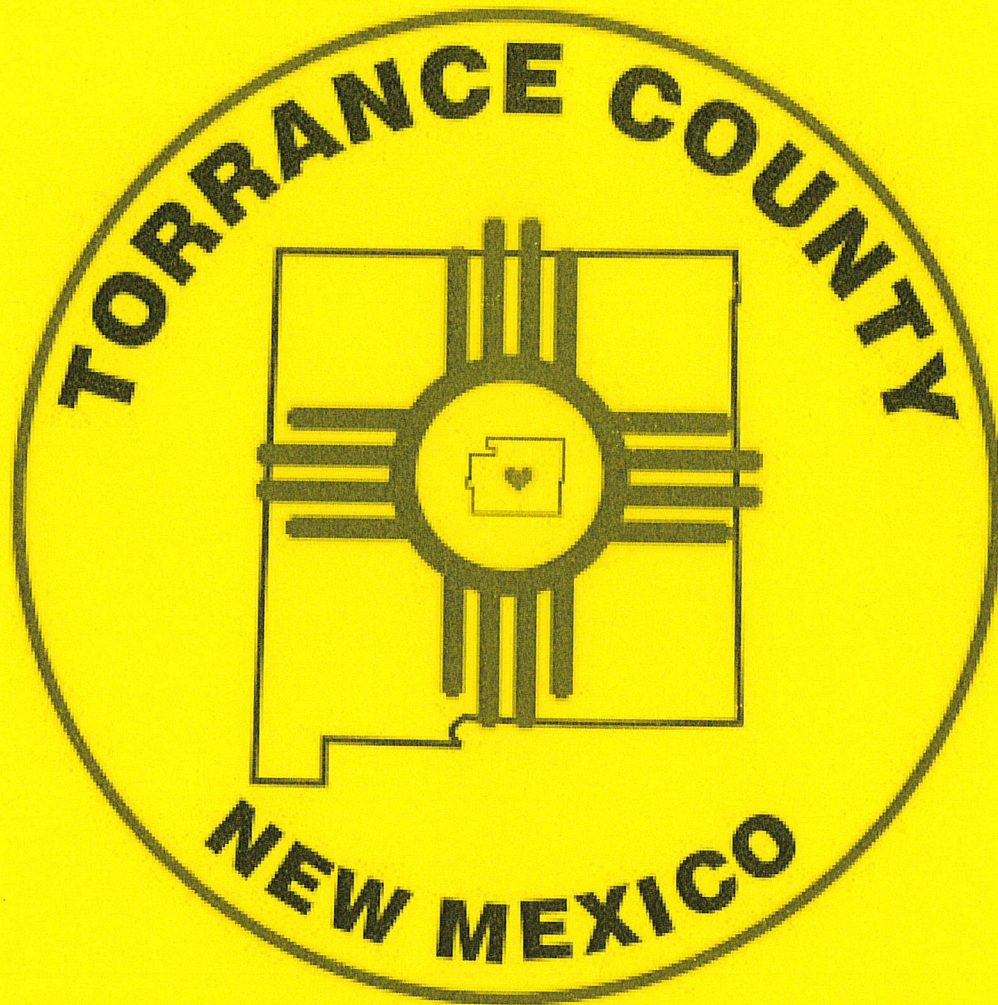
*Agenda Item
No. 8-A*



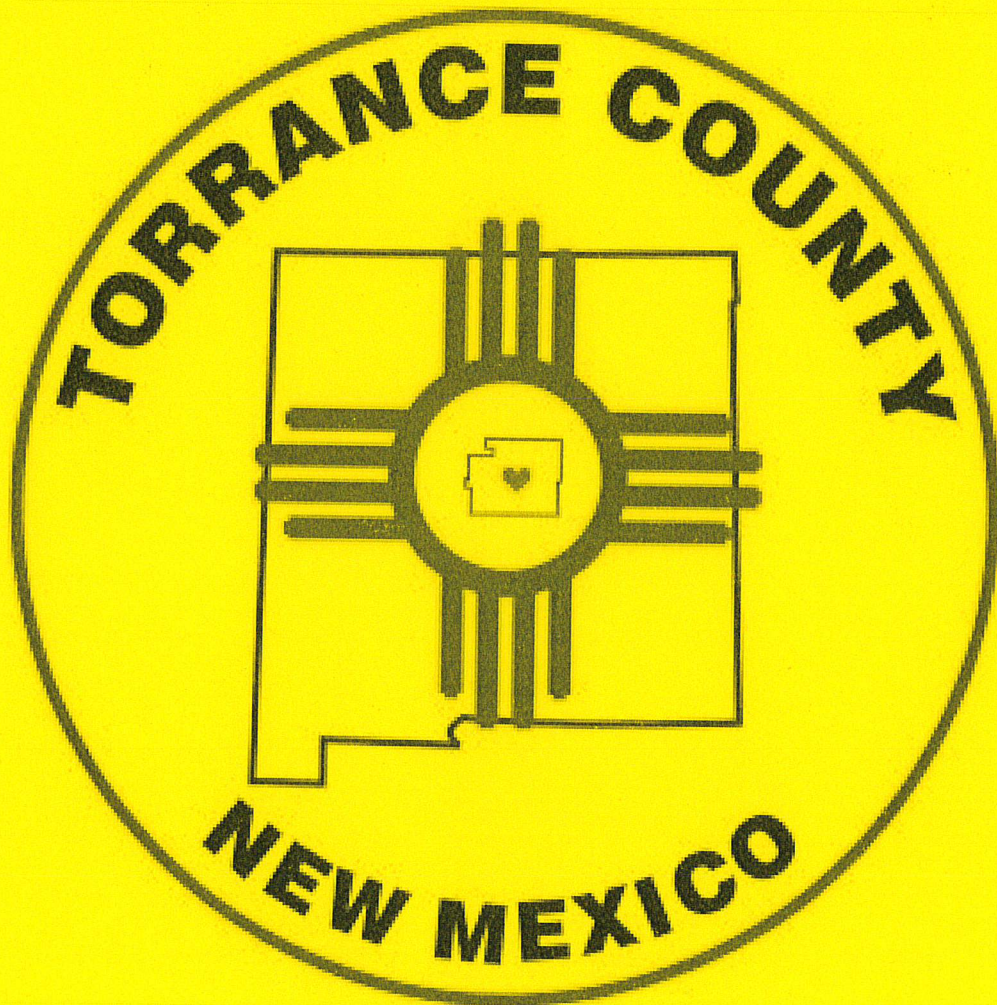
*Agenda Item
No. 8-B*



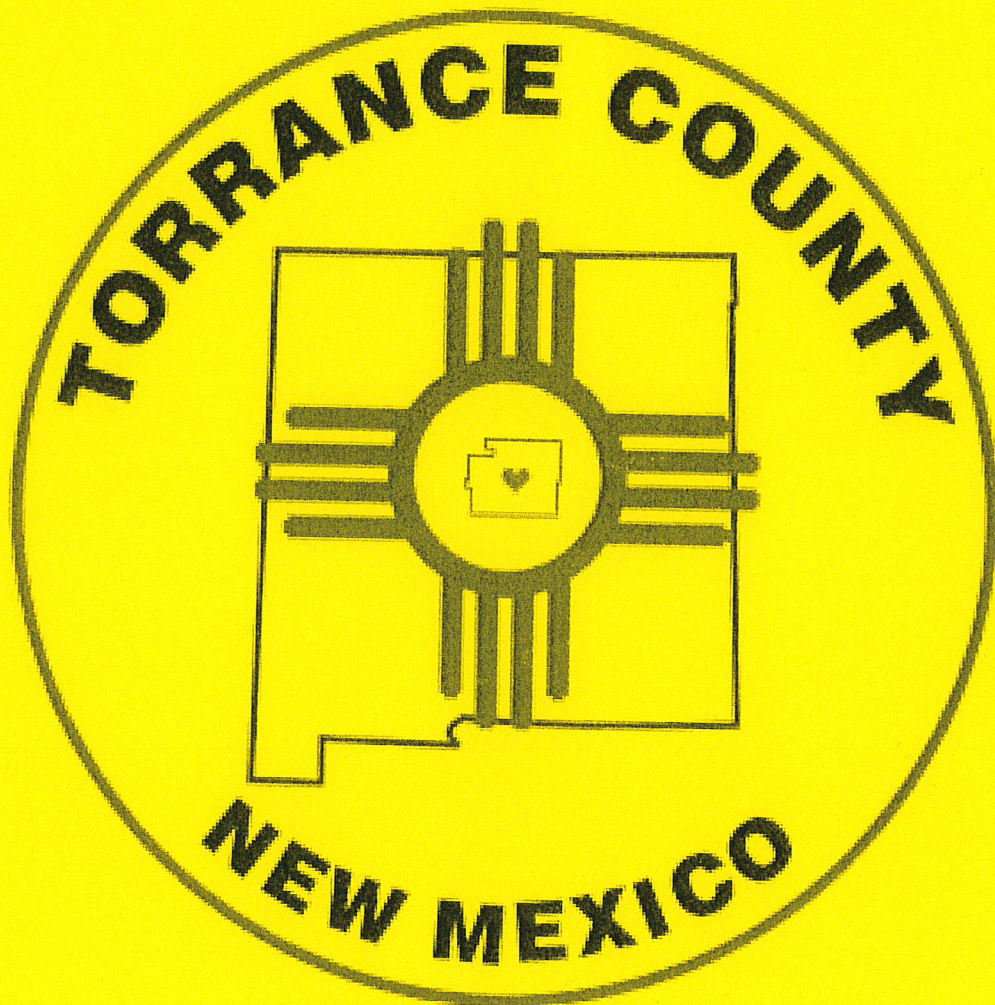
Agenda Item
No. 8-C



*Agenda Item
No. 8-D*

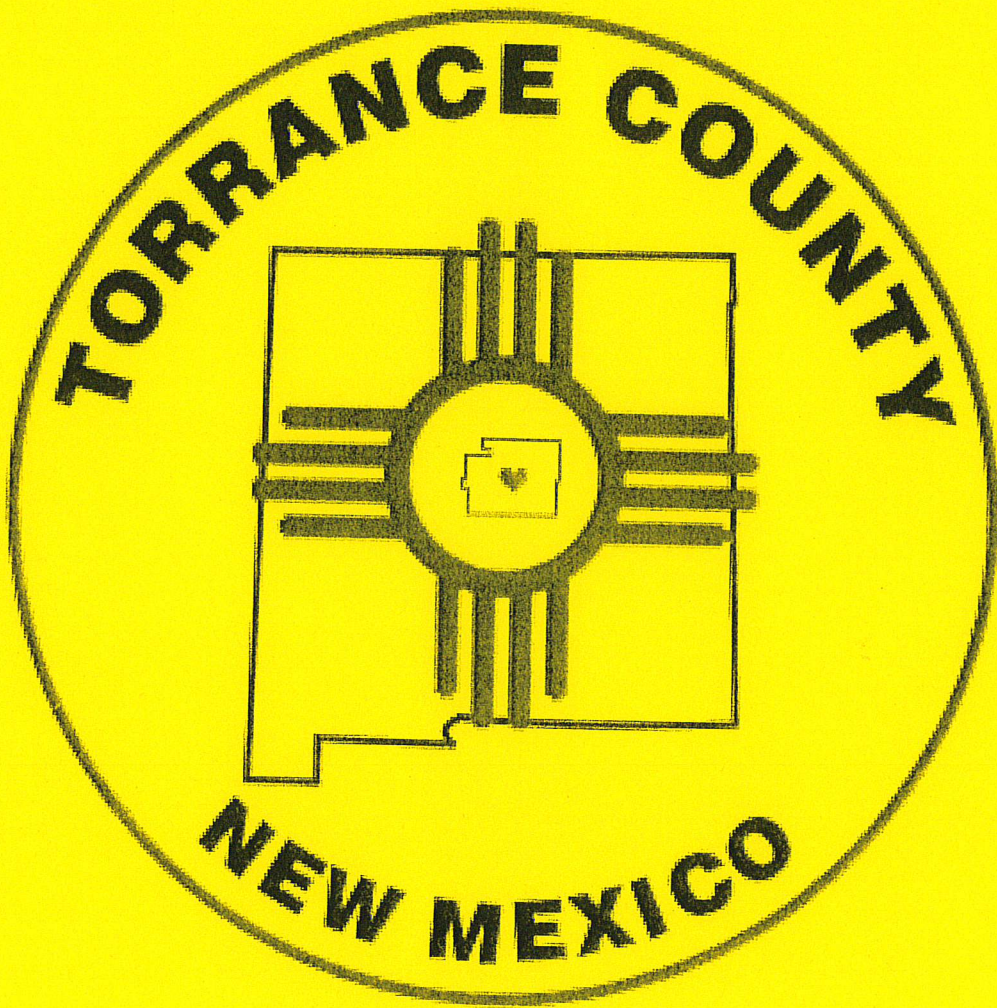


Agenda Item
No. 8-E



Agenda Item

No. 9



*Agenda Item
No. 10-A*

DRAFT

Torrance County Board of Commissioners

Regular Commission Meeting

November 10, 2021

9:00 AM

Commissioners Present: RYAN SCHWEBACH – CHAIR
KEVIN MCCALL – VICE CHAIR
LEROY CANDELARIA – MEMBER

Others Present:

JANICE BARELA – COUNTY MANAGER
JUAN TORRES- DEPUTY COUNTY MANAGER
JEREMY OLIVER – ABSENT
JOHN BUTRICK – COUNTY ATTORNEY
YVONNE OTERO – COUNTY CLERK
VALERIE SMITH – ADMINISTRATIVE ASSISTANT

1. CALL MEETING TO ORDER

Chairman Schwebach: Called meeting to order at 9:01 A.M.

2. PLEDGE

Chairman Schwebach: Led the Pledge of Allegiance.

INVOCATION:

Commissioner Candelaria: Led the invocation.

3. CHANGES TO THE AGENDA

Madam County Manager Barela: The changes to the agenda are as follows:
Certificates and Awards: Will not be presented today because the employees that are being presented are largely out of the office due to illness. Items 5-A., B., and C. have been moved to December.

Item 13-A. has been moved behind 12-A. because both items are pertaining to dispatch.

Chairman Schwebach: Accepted the changes as presented.

4. PROCLAMATIONS

None

5. CERTIFICATES AND AWARDS

A. TREASURER: Announcement of Employee Service Year Pin: Kathryn Hernandez (5)

Deferred to December 8, 2021, Regular Commission Meeting

B. ASSESSOR: Announcement of Employee Service Year Pin: Cassandra Knotten (2)

Deferred to December 8, 2021, Regular Commission Meeting

C. ASSESSOR: Announcement of Employee Service Year Pin: Tanner Solomon (2)

Deferred to December 8, 2021, Regular Commission Meeting

6. BOARD AND COMMITTEE APPOINTMENT

None

7. PUBLIC COMMENT AND COMMUNICATIONS

Mayor Nathan Dial: Monday, November 15, 2021, at the Torrance County Commission Chambers, there will be a Public Hearing to propose a new rule, that to attend an Estancia Town Council Meeting, one must be legally armed.

Precedent has been set at the state level. A new rule has been set that as of December 6th, no one may enter the Capitol Building with a firearm or other dangerous weapon. Mayor Dial believes that the next thing will be having to prove vaccination status. He believes the State has implied that once the rule has been put in place, they will then send goons to the municipalities to enforce the rule, and that they will disband a dually elected body if the rule is not enforced at the lower levels.

The new rule that is being proposed by Mayor Dial also states that no Town of Estancia employee will be fired for carrying a weapon into the Town building, being unvaccinated, or not wearing a mask.

Madam County Manager Barela: Read a statement from County Treasurer Tracey Sedillo, who was out at the time. The statement is attached.

8. APPROVAL OF MINUTES

A. COMMISSION: Motion to approve the October 27, 2021, Torrance County Commission Minutes.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve the October 27, 2021, Torrance County Commission Minutes.

Madam County Manager Barela: The Minutes for the October 27, 2021, Commission Meeting are not finished yet. The Clerk's Office have been very busy with the Election, as well as illness having hit the office.

There was no discussion.

9. APPROVAL OF CONSENT AGENDA

A. FINANCE: Motion to approve Payables.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve Payables.

Commissioner McCall: Seconded the motion.

There was no discussion.

ROLL CALL VOTE:

Commissioner Candelaria: Yes; **Chairman Schwebach:** Yes; **Commissioner McCall:** Yes.

MOTION PASSED.

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

ACTION TAKEN:

Chairman Schwebach: Made a motion to accept the Third Quarter Restrictive Housing Report from CoreCivic pursuant to NMSA 1978.

Commissioner Candelaria: Seconded the motion.

There was no discussion.

ROLL CALL VOTE:

Commissioner Candelaria: Yes; **Chairman Schwebach:** Yes; **Commissioner McCall:** Yes.

MOTION PASSED.

10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE

None

11. ADOPTION OF RESOLUTION:

A. FINANCE: Motion to approve Resolution No. 2021-48, Budget Increase

Chairman Schwebach: Opened the floor for discussion.

Madam County Manager Barela: Asked if Jeremy Oliver was on Zoom.

Amber Pava, Manager's Administrative Assistant: Let Madam County Manager Barela know that there were technical difficulties with Zoom but that she would let the Commission know if they became resolved.

Madam County Manager Barela: Instructed the Commission that she would do her best to present Mr. Oliver's presentation. She presented the Budget Increase, which would be moving funds from same fund, the Juvenile Justice Grant. She broke down where the funds are going (See attached Schedule B, Commission Packet.)

The Road Department requested a transfer for the Riley Road Project.

The next request was GRTs, which was specified for furniture, fixtures, and equipment.

For DWI, the amount reverted to the state was then reverted to Torrance County.

Commissioner McCall: Had a question about the \$2.2 Mil for the Riley Rd. Project. He asked if it was somewhere else and being moved into the Road Department.

Madam County Manager: Answered that this is not the case, she misspoke. The funds are funds that have since come in, but that a budget increase must be approved for it to be placed in the correct department. It is for the Riley Road Project.

Chairman Schwebach: Asked about the Worker's Compensation Premium, \$117k, and if the matching funds transfer into funds.

Madam County Manager: Anytime there is movement within a fund, they do not have to come before the Commission as they have already permitted the funds to move, and Manager Barela okays the movement. When money is taken from one to another fund, that is when they must go before the Commission. Approval by the Commission is necessary to finance the County's portion of the Riley Road project. The funds are coming from the Worker's Compensation portion of the budget, where there are extra funds because, although the County was only charged half, they budgeted for the full amount. This has left a surplus in the fund, allowing the County to take advantage and use it for their portion of the Riley Road fund.

Chairman Schwebach: Reiterated what Madam County Manager Barela had previously explained.

Commissioner McCall: Asked if the Road department didn't have the funds in their budget to cover the Riley Road project.

Madam County Manager: Answered that she was unsure of the answer to this question. She explained that the County is trying to keep the Road Department's budget full for their own projects because they usually do a good job of budgeting tightly. There is not much rollover from one year to the next.

Madam County Manager Barela: Called the Finance Director Jeremy Oliver.

Chairman Schwebach: Asked if they anticipate Workman's Compensation to remain the same or go up.

Madam County Manager Barela: Explained that this budget cycle is set, if it were to go up, it would be on the next budget cycle. The agreement has been signed. (Speaking can be heard by Madam County Manager Barela, but it is because she is on the phone speaking to Mr. Jeremy Oliver.) Madam County Manager said that Mr. Oliver had told her there was not enough in the Road budget to cover the County's share of the Riley Road project. Mr. Oliver stood for questioning.

Chairman Schwebach: Asked if he is confident that Workman's Compensation will not change, or if he believes that it will, and that the money should be taken out of the General Fund.

Jeremy Oliver, Finance Director: This is the second year in a row that Workman's Compensation has been fully budgeted at projected rates. NM Counties gave approximately a 50% discount. The County will continue to fully budget, even if NM Counties decides to continue giving a discount. It would be the same as taking it out of the General Fund, but he doesn't want to touch the General Fund until taxes are paid by the residents of Torrance County, creating an influx of cash flow.

Commissioner McCall: Understands that to get the road repairs completed it will cost money and funds will have to be moved but doesn't want the movement of funds to become a habit.

Chairman Schwebach: Agreed but said that now there is not much of a choice.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve Resolution No. 2021-48, budget increase.

Commissioner Candelaria: Seconded the motion.

ROLL CALL VOTE:

Commissioner Candelaria: Yes ; **Chairman Schwebach:** Yes; **Commissioner McCall:** Yes.

MOTION PASSED.

B. MANAGER: Motion to approve Resolution No. 2021-49, Infrastructure Capital Improvement Plan (ICIP.)

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve Resolution No. 2021-49, Infrastructure Capital Improvement Plan (ICIP.)

Commissioner Candelaria: Seconded the motion.

Madam County Manager Barela: This should have been presented by another employee that was also absent this day. This is the Capital Improvement Plan and is based on previous Commission meetings. Manager Barela read the Resolution into record. On a note, this Resolution would supersede Resolution 2021-35.

Chairman Schwebach: Made a note that he was looking for a copy of the Resolution to be sure of what it is they are approving.

Madam County Manager Barela: Asked the Commissioners if they would like to have the Resolution tabled until the next meeting. She will also work on getting a copy of the last time it was approved.

Chairman Schwebach: Made a motion to table Item 11-B: Resolution No. 2021-49, Infrastructure Capital Improvement Plan (ICIP.)

Commissioner McCall: Seconded the motion to table.

When Motion was returned to:

Chairman Schwebach: Manager Barela was not able to reach Cheryl for her input on this Resolution. This was previously approved, but now they are making a resolution for submittal.

Deputy County Manager Juan Torres: There was one change made, which is to add funding for the radios. Everything else was identical. It was adding a 2023 radio upgrade to the plan. The reason it needs to be done this way is because of

State regulations. If the State of NM has the funding, and Torrance County wants to make a request, this is the channel to go through (adding it to the ICIP.) Since it was already submitted, it can be added on to at any point.

Commissioner McCall: Motion to Defer Item 11-B.: **Resolution No. 2021-49, Infrastructure Capital Improvement Plan (ICIP.)**

Chairman Schwebach: Seconded the Motion.

No Discussion

ROLL CALL VOTE:

Commissioner Candelaria: Yes ; **Chairman Schwebach:** Yes; **Commissioner McCall:** Yes.

MOTION to DEFER has been PASSED.

C. MANAGER: Motion to approve Resolution No. 2021-50, Requesting a Change to the Public Employees Retirement Association (PERA) Return to Work Provisions.

Chairman Schwebach: Opened the floor for a presentation.

Madam County Manager Barela: Presented this Item 11-C. This is a resolution requesting to change to the Public Employees Retirement Association (PERA) Return to Work Provisions. 13 other Counties have passed a similar resolution, and 6 other Counties have it on their agendas. This resolution would allow the employees to return to work after they have retired from the Public Employee's Retirement Association and have begun drawing from their pension. Currently, if an employee has retired after June 30th, 2010, and wants to return to work, the statute states that they may only return to work by either, A.) suspending their pension and resuming their service credit hours, during which they must still contribute to PERA, or B.) if there has been a break in service for over 12 months, they may go back to work and are not required to contribute to PERA but must suspend their pension. Torrance County has been blessed to not have to face the challenge of finding employees. This Resolution aims to show that Torrance County supports this legislation of putting a moratorium on the rules that compel a retired worker to return to work without also receiving a pension. This would assist

the New Mexico governmental agencies in filling open roles. The one place that Torrance County may benefit the most from is in EMT/ Rescue roles.

Madam County Manager Barela: Read the resolution into the record.

Chairman Schwebach: Stated that he supports this resolution, as he believes that the employment shortage issues have just begun.

Commissioner McCall: Questioned New Mexico Counties stance on this resolution, and if they will be pursuing it during the Legislative session, as he has not seen it on their list.

Madam County Manager Barela: Answered that she was unsure, and Treasurer Tracey Sedillo will be standing up at the next meeting to speak and will present the list formally at that time, and to ask for your support on that resolution.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve Resolution No. 2021-50, Requesting a Change to the Public Employees Retirement Association (PERA) Return to Work Provisions.

Commissioner Candelaria: Seconded the motion.

ROLL CALL VOTE:

Commissioner Candelaria: Yes ; **Chairman Schwebach:** Yes; **Commissioner McCall:** Yes.

MOTION PASSED.

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. 2021-51.

ACTION TAKEN:

Chairman Schwebach: Opened floor for discussion on possible 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.

Commissioner Candelaria: Seconded the motion.

Madam County Manager Barela: Could not find the Notice Resolution. It had previously been given to her, and Manager Barela thought it would appear in the packet, but it did not. This resolution would give notice to the taxing entities in Torrance County that the Commission would be beginning the process of negotiating the IRBs (Industrial Revenue Bonds.)

Commissioner McCall: Asked if this was the same resolution that was presented two meetings ago.

Chairman Schwebach: Answered no.

Madam County Manager Barela: Answered that what was passed in a prior meeting was an approval to present the resolution before the Commission. This is the next formal step in the process.

Chairman Schwebach: Made a motion to table Item 11-D.

Commissioner McCall: Seconded the motion.

AFTER PRESENTATION

Chairman Schwebach: Made a motion to defer Item 11-D until the next meeting.

Commissioner McCall: Seconded the motion, wanted it deferred.

Chairman Schwebach: Wants to defer Item 11-D and found that Pattern wanted to wait until the next meeting to present in person.

Madam County Manager Barela: Explained that it was the Bond Council that wants to present in person. According to the Open Meetings Act she would need to be able to hear everything being said, but the way the current technology was set up it was not possible.

John Butrick: According to Section 10-15-1 Subsection C, the OMA requires all parties to be able to hear and be heard by everyone in attendance.

Chairman Schwebach: Motion made to defer Item 11-D.

Commissioner McCall: Seconded the motion.

ROLL CALL VOTE:

Commissioner Candelaria: Yes ; **Chairman Schwebach:** Yes; **Commissioner McCall:** Yes.

MOTION PASSED.

12. APPROVALS

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

Ben Daugherty, Torrance County Dispatch: Introduced Frank Mendez and Judy Hines from Motorola Solutions.

Frank Mendez, Motorola Solutions: Handed out copies of the presentation that was to be shown on the screen. (See Commission Packet for full presentation materials.) Mr. Mendez introduced himself and his team members, including Judy Hines, Motorola Team Manager. Described the radio life cycle

Chairman Schwebach: Asked how old the 7.16 and the 7.18 programs are for the radio system.

Frank Mendez: The 7.16 was from 2015-2016. The 7.18 is from 2017-2018. Now they are going by year, so he wants to upgrade Torrance County to 2021.

Commissioner Candelaria: How important is it to be up to be part of the State of New Mexico?

Frank Mendez: It is very important to stay up to date and be able to communicate with other first responders. Interoperability is key. It is up to the County how well they want to integrate and be able to communicate between different organizations.

Commissioner McCall: Asked why the numbers on this presentation are different than the last presentation (Previous meeting on October 27, 2021).

Ben Daugherty: Explained that he had presented an older contract that Mr. Mendez had given him, and because he did not understand the order that Mr.

Mendez put them in, it was confused on the presentation. Mr. Mendez reorganized the contract to be easier to read.

Commissioner McCall: Asked if there is a roadmap to where the County is and where they should be.

Frank Mendez: With the initial investment that the County would make, the County is entitled to three upgrades. One for sure is the SMA, which would happen approximately 2 years in, after the initial payments are taken out. Then the County would be owed 2 more upgrades.

Chairman Schwebach: Asked how long Motorola has offered these types of 6-year contracts.

Frank Mendez: In his own experience, he was introduced to the system in 2012, as a customer. He believes it was further back than 2012. Motorola based their P-25 standard contracts on Microsoft, Cisco, and others that offer similar contracts.

Chairman Schwebach: Asked why Torrance had not been offered a 6-year contract in the past.

Frank Mendez: Answered that he is unsure.

Ben Daugherty: Answered that in the past they were just presented with 1-year contracts, but the service also went through Advanced Communication via the contract with the State of New Mexico, through Motorola. The service was horrible, and the contract was never brought to them. Historically, long contracts were shot down by previous Commissioners. They would have rather done 1-year contracts.

Chairman Schwebach: Understood that Motorola wants to get the County caught up to '17/'18 standards, but must know why are they not looking to get caught up to 2021 standards?

Frank Mendez: Explained that the core of the system can only be upgraded to '17/'18 standards. The next upgrade would focus on upgrading the actual core, to then upgrade the software. As it stands, the core of the Torrance County system is not compatible with the current systems. Unless the County wants to upgrade everything at once, which will cost more up front. Motorola does not want the County lagging behind but wants the County to get the most use out of the systems that they can get. They want to "future-proof" the County, which is the goal of Motorola.

Commissioner McCall: Asked why they don't want to just upgrade everything up front, instead of waiting.

Chairman Schwebach: Asked if the County would be using the 2025 hard- and software in 2027.

Ben Daugherty: Answered that some of the confusion may be coming from the fact that some of the programs that are being discussed are not even available yet. They will upgrade what they can now, and then will upgrade again when the next available system comes out. You cannot skip from 2015 to 2021, because the system is not compatible with that upgrade.

Chairman Schwebach: Asked if the County has skipped those steps in the past.

Ben Daugherty: Answered in the negative. In the past the entire system was replaced. The system was brand new about 6 years ago, when Simulcast was installed, but has not been upgraded since. It is still functioning, but it cannot be interfaced with the State's system. It is out of date.

Commissioner McCall: Asked if a number can be provided on the cost of leap-frogging to the current standards. Explained that he believes it looks like the County will always be lagging.

Frank Mendez: Explained that he wants to get the County to a crescent point where it is form-fitting for all the upgrades that are available. He said that he could come in and give the County a budget for the top of the line, completely new system, though he wants to stay in the County's budget, and doesn't want to blindside the Commission with a large figure. A full upgrade will cause the County to have to remove almost all the current equipment. He wants the County to be able to get the most use out of the investment that has already been made.

Commissioner McCall: Asked if at the end of the 6 years, will the County be at the most current, or will they still be lagging.

Frank Mendez: The goal, though not guaranteed, is to be up to date at the end of the 6 years. If the County decides to sign the letter of intent to standardize with the State of New Mexico, then there will be no choice but to maintain the top of the line, ever-changing equipment. Mr. Mendez' goal is to keep Torrance up to date, without breaking the budget. If the County was not using the same equipment that the State of New Mexico uses, it would cause an interruption of service.

Commissioner McCall: Asked if there is any money in the dispatch budget to cover the cost of the newest equipment.

Ben Daugherty: As a standalone upgrade, no. But as the 6-year plan has been laid out, yes. It is a small increase over the standard service fee that we have been paying yearly. With standard inflation, the price would be similar to what these numbers are. Answered that the cost for the first year is \$94k, the second is \$97k, and it increases yearly.

Commissioner McCall: Asked what Dispatch had budgeted.

Ben Daugherty: \$90K for this year.

Commissioner McCall: Asked what level the County would need to be at with the equipment to be on the same level as the State of NM.

Frank Mendez: Explained that would be the 7.18. After that, the State would lead the County in what equipment and upgrades to get, and when.

Commissioner McCall: Asked Mr. Daugherty if it was true that only a few years ago the County spent more than \$1 million on a system, and if so, how much of the equipment purchased with the taxpayer money is still in use and would continue to be an asset.

Ben Daugherty: Answered affirmatively in response to the question of money spent on a system. Answered in response to the second question that the infrastructure would remain the same. It would be the radios and the computer's brain that would be replaced.

Commissioner McCall: Asked if the departments will have better coverage with this system.

Ben Daugherty: Answered that there would be more reliable coverage. As they continue to work with the State of New Mexico, as an addition to the Torrance System, there will be more options on what types of radios may be purchased and used. The current issue is that the radios currently in use are cumbersome and it is hard to find efficient and economical field radios.

Commissioner McCall: Wanted to know if there is a roadmap, and if so, if there is some sort of action that can be taken to ensure that when the newest product hits the market, that Torrance County receives it within a certain amount of time.

Frank Mendez: Explained that he would be willing to introduce the newest products but wants to make sure that Torrance County can benefit from any new item or upgrade debut. The roadmap that has been laid out allows Torrance County to incrementally change their plan so that they remain interoperable with other towns and the State of New Mexico. He wants the County to stay on the crescent, instead of the bleeding edge. He insists that the newest feature or software may not even be the best thing for the County. He wants the County to be able to operate fully functionally and using the tools that are the best for Torrance.

Commissioner McCall: Wants to take the leap, wants to know the big number, and see what it takes to become fully functional.

Ben Daugherty: Reiterated what Commissioner McCall had just said.

Chairman Schwebach: Said that he feels that he is missing something and wants to know why the Commission is not just being offered the best equipment up front. He has been hearing about the “road map,” yet still wants to know just what the leap to the “latest and greatest” items are not being offered. He wants to know what exactly the “road map” looks like, and now the State of New Mexico is getting involved. If we wanted to get in line with the State, what would that entail for the County and the prices involved. Asked why the plan is heavily discounted on something they are behind on to begin with. He thinks the plan is loose on what the County will receive for equipment. Now that the State is coming in, and they may want to align with the State of New Mexico, so wants to know if that is included. Chair Schwebach said that in most of his business dealings he gets a discount for buying upfront because he is floating the interest, not the company. He wants to know what is not included.

Frank Mendez: Covered what would not be included in a plan that would overhaul the whole system. Radios, mobile and portable, repeaters, headsets, etc.; day to day items. What is included is the infrastructure itself, like the repeater site, and the backhaul (microwave.) This items that are linked

Commissioner McCall: Asked if Mr. Mendez could speak to weather and acts of nature, such as ice and snow.

Ben Daugherty: The majority of what the plan covers would be the Simulcast network. There are 3 sites, including the dispatch center on Capilla Peak, and the Fire Station in Moriarty. This will cover the communication hardware inside, a.k.a. the Simulcast network. It does not cover the outside communication infrastructure

hardware. If an accident happens again like last year's ice incident, where the ice punched a hole in the roof. If water and snow had gotten in, that is something that Motorola would look at. The two repeaters at Cline's Corners and Gallinas are not part of the Simulcast network. They are covered for maintenance, but any hardware repairs come out of the County's coffers.

Commissioner McCall: Clarified that he is not against first responders getting the equipment that they need and apologized for not completely being on board. Took the time to remind everyone that the County fully supports the Police and first responders. He just wants the best steps for the County to be taken, especially when considering spending so much of the taxpayer's money.

Ben Daugherty: Mr. Daugherty wants the Commission to know that he wants Torrance County to be compatible with the State system, not to replace the Torrance system with the State system.

Chairman Schwebach: Concurs with Commissioner McCall. Chair Schwebach brought up the fact that Mr. Mendez many times said that he was conscious of the Torrance County budget. He asked if Madam County Manager Barela had given him a budget to work from.

Frank Mendez: Said that he worked off the budget that Ben Daugherty had given him, which were based on previous costs to Motorola.

Chairman Schwebach: Wants to see, no holds barred, what it would cost to upgrade to the very newest system.

Commissioner McCall: Thanked Mr. Mendez for coming to Torrance County.

Chairman Schwebach: Believes that going to Motorola is a no-brainer. He wants more information but will be switching to Motorola.

ACTION TAKEN:

No action was taken. Mr. Daugherty will come back at the December 8, 2021, meeting.

Chairman Schwebach: Made no motion.

ACTION TAKEN:

ITEM DEFERRED.

-2 MINUTE BREAK-

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

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve canvass for the November 2, 2021, Local Election.

Commissioner Candelaria: Seconded the motion.

Yvonne Otero, Torrance County Clerk: Read the reports that are available in the Commission Meeting Packet, beginning with the winners of the elections.

VIDEO AND AUDIO ARE UNAVAILABLE FOR THIS PORTION OF THE MEETING, UNTIL AFTER ITEM 12-E. UNEXPECTED ERROR OCCURRED WHILE RECORDING.

ROLL CALL VOTE:

Commissioner Candelaria: Yes; Chairman Schwebach: Yes; Commissioner McCall: Yes.

MOTION PASSED.

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

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve a service agreement between Torrance County and Prevention Works Consulting, LLC, for evaluation services of the prevention component of the Torrance County DWI Program.

Commissioner McCall: Seconded the motion.

Tracey Master, DWI Program Coordinator: Introduced the Professional Services Contract for the DWI Prevention Consultant, Frank Magourilos.

John Butrick: Noticed that there is a contradiction between paragraphs 20 & 21, which allow for an attorney's fee to be collected, and paragraph 32, which forbids

it. Mr. Butrick told the Commission that the contract may be approved with one of the paragraphs stricken from the contract.

Chairman Schwebach: Amended his motion to approve a Made a motion to approve a service agreement between Torrance County and Prevention Works Consulting, LLC, for evaluation services of the prevention component of the Torrance County DWI Program, with Paragraph 32 stricken from the contract.

Commissioner McCall: Seconded the amended motion.

ROLL CALL VOTE:

Commissioner Candelaria: Yes; Chairman Schwebach: Yes; Commissioner McCall: Yes.

MOTION PASSED.

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

Fire Chief Dirks: Presented the application for the Grant. He believes that a 10% match is what would be necessary for the grant. This allows them to pursue the agreement.

Commissioner McCall: Made a motion to approve submittal of an application requesting up to \$20k each from the Volunteer Fire Assistance Grant for District 4 & District 6.

Commissioner Candelaria: Seconded the motion.

ACTION TAKEN:

ROLL CALL VOTE:

Commissioner Candelaria: Yes; Chairman Schwebach: Yes; Commissioner McCall: Yes.

MOTION PASSED.

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

Juan Torres, Deputy County Manager: Presented the motion to hire a facilities Maintenance Position. Mr. Torres explained to the Commission the many reasons that a new position was needed, which included the main argument that everything is backed up, and work orders are still flooding in, on top of the daily maintenance and checks that need to be completed. They are in reactive mode, not proactive mode. The beginning pay for the new employee will start at \$16/hr., then go up according to experience.

Janice Barela: Offered the gray Manager's Office vehicle to the Maintenance department.

Commissioner McCall: Asked if there would be a higher rate of pay for an electrician or mechanically licensed person.

Nick Sedillo: Answered that a plumber or electrician would start at \$24-\$25/hour with experience.

ACTION TAKEN:

Chairman Schwebach: Made a motion to hire a facilities Maintenance Position with an approved salary of \$16/hour. Madam County Manager and Human Resources can figure out the details.

Commissioner Candelaria: Seconded the motion.

ROLL CALL VOTE:

Commissioner Candelaria: Yes; Chairman Schwebach: Yes; Commissioner McCall: Yes.

MOTION PASSED.

F. FINANCE AND PURCHASING: Motion to approve Grievance Hearing Officer (Professional Services) Contract between Robert F. Curtis and Torrance County.

Chairman Schwebach: Introduced the item for discussion, with no motion.

Discussion included points made regarding the fee of the Grievance Officer.

Deputy County Manager Juan Torres: Told the Commission that Mr. Curtis charges a \$1500 fee and travel charge. The agreement is for an extended RFP for 1 year with a 2-year renewal option.

Commissioner McCall: asked if the policy can be re-written so that 5 Grievance Hearing Officers are not needed.

Madam County Manager Barela: Answered that yes, the policy may be re-written.

Chairman Schwebach: Pondered why to award a contract to a Grievance Hearing Officer if it is not necessary. If the staff and the grievance member are each allowed to strike one officer anyway, then why have the extra?

Madam County Manager Barela: Answered that the current Grievance Policy may or may not be the best thing for the County.

John Butrick: Reminded the Commission that just because time is short, does not mean that they must accept this contract.

Commissioner Candelaria: Asked about possible liability for not having the contract decided on.

John Butrick: Answered that he is unaware of any liability for not choosing an officer in a timely manner. He answered that is it just best practice to get it done as quickly as possible.

Madam County Manager Barela: Asked if it was possible to ask Mr. Curtis to renegotiate the contract. Mentioned that the Chief Purchasing Officer is not on duty at the time.

Deputy County Manager Torres: Told the Commission and Madam County Manager Barela that it is possible for the contract to be re-negotiated.

ACTION TAKEN:

No Motion was made, no action taken.

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

ACTION TAKEN:

Madam County Manager Barela: Presented the proposed Calendar that Tracey Sedillo, Treasurer, would like to see passed. The reason that there are two calendars being presented was for the fairness of holidays. The admin staff who do a normal 10-hour, 4-day workweek, get floating holidays for holidays that land on the weekend, or they get to take the actual holiday off. For the Emergency and Rescue staff, they do not get that luxury. With the dual calendars, it would give First Responders overtime pay for working the actual holiday, instead of a floating holiday.

Chairman Schwebach: Asked what was different on the Federal Holiday schedule for the Admin. staff that has been presented.

Madam County Manager Barela: Answered that there was an extra holiday added, Juneteenth.

Chairman Schwebach: Was not pleased with adding an extra holiday and suggested that if the new holiday was kept on the schedule, then the Admin Staff go back to 5-day workweeks. He also suggested letting the staff take the holiday if they made up the hours and worked Friday instead.

John Butrick, Torrance County Attorney: Asked if the County is required to adopt federal holidays.

Madam County Manager Barela: Explained that the answer to that question would be according to the language in the personnel manual.

Action Taken:

Chairman Schwebach: Made a motion to approve the 2022 Holiday and Commission Meeting Calendar, striking the Juneteenth holiday (observed June 20) and striking the November 23, 2022, Commission Meeting.

Commissioner McCall: Seconded the motion.

ROLL CALL VOTE:

Commissioner Candelaria: Yes; Chairman Schwebach: Yes; Commissioner McCall: Yes.

MOTION PASSED.

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 Boards determination to deny Mr. Richard M. Strahlem's application for a Conditional Use Permit to operate a commercial greenhouse at his residence.

Torrance County Board of Commissioners

PUBLIC HEARING

November 10, 2021

**Commissioners Present: RYAN SCHWEBACH – CHAIR
 KEVIN MCCALL – VICE CHAIR
 LEROY CANDELARIA – MEMBER**

Others Present:

**JANICE BARELA – COUNTY MANAGER
JUAN TORRES- DEPUTY COUNTY
MANAGER**

**JEREMY OLIVER – ABSENT
JOHN BUTRICK – COUNTY ATTORNEY
YVONNE OTERO – COUNTY CLERK
VALERIE SMITH – ADMINISTRATIVE ASSISTANT**

PLANNING AND ZONING: Consider the application for appeal to the Planning & Zoning Board's denial of 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.

Chairman Schwebach:

I don't think we need a motion.

John Butrick, County Attorney:

I believe you do Mr. Chair, to move into a public hearing.

Chairman Schwebach:

I make a motion to move into public hearing to consider Planning and Zoning Board's determination to deny Mr. Richard M. Strahlem's application for conditional use permit to operate a commercial greenhouse at his residence.

Commissioner McCall:

Seconded the Motion.

ROLL CALL VOTE

Commissioner Candelaria: Yes. Commissioner Schwebach: Yes.

Commissioner McCall: Yes.

Chairman Schwebach:

Now I'm going to enter into the public hearing. I'm going to turn the floor over to our attorney, Mr. John Butrick to lay the groundwork on how this will be conducted.

John Butrick, Torrance County Attorney:

Thank you, Mr. Chair. John Butrick, Torrance County Attorney. The first thing I want to read is just that this is a public hearing for appeal.

Richard M. Strahlem appeals to the Torrance County Board of County Commissioners to reverse the decision of the Planning and Zoning Board denial of a Conditional Use Permit to operate a commercial greenhouse at Lot Four, Mission Hills Subdivision being 13 Deer Run Court. The first thing I want to provide everyone is some directions as to how this is going to go. This will be very ordered. What will happen is the people who are in support of Mr. Strahlem will go first and anyone else in support of his appeal to overturn the P & Z board's decision will testify first in support of the appeal. As each person has testified, when that person is done testifying under oath, then anyone in the audience will be allowed to ask questions of that person. At that point, no one will be allowed to testify, but just provide questions. You will be given an opportunity to testify later, whether that's for or against. But at that point, when you're asking questions of Mr. Strahlem or anyone in favor, or anyone that is against it, all you will be doing at that time is asking questions. Now, if you do proceed to testify, I will stop you because you will not be under oath at that point. Even if you are, it will not be the time to actually ask to testify, just to ask questions. After everyone who is in support of the appeal has been given the opportunity to testify, and people who want to ask questions of those people have been able to ask those questions, then everyone who has who wants to testify in opposition of the appeal, the same thing will happen. Anyone who wants to ask questions of those who are opposing the appeal, who are testifying in opposition to the appeal, will be given the opportunity to ask questions as well. It's just the exact opposite, but the same process. After that, once all the testimony has been provided, and all the questions have been asked, then it will be submitted to the County Commission for their consideration. What I want to do now --what one other thing I want to bring up- on the sign in sheet, it states that there's a two-minute limit. Please disregard that in its entirety. Because this is a public hearing, you will be given all the opportunity you need to testify and or ask questions, so that there will be no two-minute limit, so do not worry about that. And do not worry if [your] name is not on this list. Obviously, everyone who's on this list will get a chance to testify or ask questions, but

anyone else who wants to testify, or ask questions will also be given an opportunity to do that as well. So, with that, I want to just bring up some of the of the ordinances or subdivision regulations of the Cannabis Regulation Act provisions that may be at issue during this hearing. So, I'm going to begin with the Zoning Ordinance, Section Two. The provisions of this ordinance are designed to promote health and the general welfare of the County, to secure safety from fire, flood, and other dangers; to protect local water resources; to facilitate adequate provisions for water systems; to conserve the value of property, and to provide for the compatible development of land and other natural resources in the County. This is an unincorporated area northwest of here in town [205 S. Ninth St., Estancia, New Mexico,] the Mission Hills subdivision.

So next I'm going to go to Section Four. That's Definitions, Subsection B-7: Conditional Use: the means to use which may be or become a nuisance or hazard to neighboring properties if proper safeguards are not taken. Such uses require individual review and approval by the Zoning Board.

Next, I'm going to go to Section Five: interpretation. Subsection A, Interpretation of Ordinance, no structures shall be constructed, placed, or maintained, and no land use commenced or continued within the jurisdiction of this ordinance except as authorized by this ordinance, and amendments thereto. The provisions of this ordinance are held to be the minimum requirements to carry out the purpose of this ordinance and are not intended to interfere with any other laws, covenants, or ordinances. Whenever any provisions of this ordinance are more or less restrictive than other laws, covenants or ordinances, then whichever is more restrictive shall govern. However, the County shall not enforce private covenants, unless such private covenants are incorporated into an approval of a subdivision by the County Commission. On that point, Commissioners: per my discussions with the Planning and Zoning Department, the HOA deed restrictions that are potentially at issue here, were never and have never been approved by a County Commission as part of the Mission Hills subdivision approval. That is my understanding. Now, such approval of private covenants centered around, say, the creation of a community water system when a subdivision is created, versus, you can't paint your house brown. We're not going to get involved in small issues like that. But the creation of water systems when the subdivision is created, we might get involved with that. That is not the case here; we were not involved as far as I am aware. Now, this Commission is

not bound by these deed restrictions. I need to repeat that word. This Commission is not bound by these deed restrictions because it has not been approved by any Commission, though you may consider these deed restrictions. Moreover, what is before you today is an appeal of the Planning and Zoning Board's decision to deny a conditional use permit. In this instance, only, not the adoption or acceptance of the private HOA covenants. So even a reversal of the Planning and Zoning Board's decision would not mean an approval or acceptance of these private HOA covenants, I want to make that clear to all of you.

Next, this, Section Five and Section Six, Subsection D, water and wastewater requirements is the general provisions in the County ordinance. All lots and all structures located thereon shall be in compliance with applicable statutes as well as any regulations established by the New Mexico Environment Department and the New Mexico State Engineer's Office concerning water. I know from looking at the packet there are letters from the State Engineer's Office. So that obviously is for your purview if you want to take a look at that. I'm not going to get into the nuts and bolts at this point. But if there are questions that need to be asked, we can do that later.

Subsection Six again, General Provisions. This is Subsection L. Now I read this section, but in my discussions with the Planning and Zoning Department, this section in effect is no longer enforced, and let me explain why. I'm going to go to a different section because I have some notes on that. So, this ordinance was amended back in 2020. Well, since then, medical cannabis was already allowed before this ordinance was amended. But since then, recreational cannabis has also been legalized in New Mexico.

So, if you will, I'm just pointing to- this is Section Nine. It is Subsection D, Paragraphs Five and Six. If you'll see Paragraph Six is the same as Subsection L of Section Six in the County Ordinance. The reason that this section is no longer in force is because at the time, all we had was medical cannabis. The County as a policy decision decided to put a specific provision in its order. Regarding medical cannabis, now that recreational cannabis has been passed recreational and medical cannabis, we cannot treat them any different than any other agricultural [unintelligible] crop. The way that this reads now, because Subsection Six here states just medical cannabis. Recreational cannabis by implication is now found in Section Five, in Paragraph Five there, we can't treat medical and recreational cannabis differently. In effect, Paragraph Six there and Subsection L of Section Six are dead letters in the law. So do not consider those

in my view. Okay, so we all we will consider is Paragraph Five at this point. And that's just so we treat medical and recreational cannabis the same.

Section Nine, this is regarding the type of Zoning District that we're going to be talking about this morning, or this afternoon. Agricultural Preservation District AP 510 and 40. We're in an AP 40 district here for the purposes of this hearing, Subsection A intent. This zone district is intended to protect and preserve areas of suitable agricultural soil for agricultural and agricultural 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 the Zone district shall either be 510 or 40 acres. Obviously this is 40 as indicated on the Zoning map. Subsection B, Permissive Uses: any of the following permissive uses are allowed in this zone district. Subsection 2 of B, Cultivation and harvesting of plants and crop lands. Just to give you a point of reference, cultivation and harvesting of plants is the definition of horticultural operations in the ordinance cultivation, so the depth of what is stated here is not that it is cultivation and harvesting of plants, which is horticultural cultural operations, but it says cultivation and harvesting of plants and crop lands. So, it's inclusive also of crop lands here, not just horticulture operations.

Then we go to Section Nine Subsection C: Conditional Uses. The following uses may be allowed in this Zone District only upon permit granted by the Zoning Board. And then I go to Paragraph Subsection Four of that section, Subsection C: large scale commercial processing of agricultural products. So just to point out to you what we're going to be talking about and I know that the applicant for appeal can get into this, but just as an observational matter where we are talking about two types of plants 270 plants each, that is 540 plants annually. Under the New Mexico Cannabis Regulation Act, a micro business is considered 200 or fewer plants. So given that we are talking about 270 and 540. If we're talking about both plants, I think it is fair to say that we are not talking about a micro and we are closer to a large scale. commercial operation, whether that's agricultural horticultural is another question. But we are certainly in a large-scale operation, such as Section 9, Subsection D, district standards, the following standards apply to all land uses within this Zone district. And then that's where we get back to Paragraph Five and Six, and we're going to disregard Paragraph Six now. But Paragraph Five states, commercial, agricultural and horticultural operations are prohibited within the bounds of Types One and Two subdivisions as defined in Article Two of the Torrance

County subdivision regulations. That really does not apply here because we're not talking about Types One and Two. Second sentence in types three, four and five subdivisions a conditional use permit may be required and let me go to Article Two of the Torrance County subdivision regulations, which defines the different types of subdivisions. What we're in today is a Type Five subdivision. And that is defined specifically in the subdivision regulations. A Type Five subdivision is any subdivision containing not more than 24 parcels, each of which is 10 acres or more insides. So, I can go through the other different types, but that's the type of subdivision that we're in today.

Section 21, Conditional use permits Subsection 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, Subsection B. I'm just reading part of Subsection B to the extent possible, all abutting property owners shall be notified at the Zoning Board meeting at which the conditional use permit application will be considered. What I can tell you in my discussions with the Planning and Zoning Department for the October 6 Planning and Zoning Board meeting, there were letters that went out to Mr. Strahlem and the abutting owners on September 22, which is in compliance with this. And for today's hearing letters went out to the abutting property owners on October 25. So, this was complied with. My understanding is that all posted signs are still there on the property as required by the statute or by the ordinance. Subsection D guidelines the Zoning Board shall not approve any conditional use permit, unless satisfactory provision has been made concerning the following where applicable:

Number one: accessibility to property and proposed structures there on with particular reference to automobile and pedestrian safety, traffic control and emergency access in case of fire, flood or catastrophe.

Number two: Off street parking and loading areas where required with particular attention to the refuse and service areas.

Number three: Water and liquid waste facilities with reference to soil limitations, locations and public health.

Number four: The economic noise glare or odor effects of the conditional use on adjoining properties.

Number five: General compatibility with adjacent properties.

Number six: A proposed land use must comply with Section 23 pertaining to water usage.

And I will discuss Section 23 here shortly.

Section 21, conditional use permits, Subsection E limitations: Conditional use permits issued in accordance with this ordinance shall be considered permanent with the following exceptions. And the reason I want to bring this up is in case should you decide to overturn the Planning and Zoning Board's decision that denied the Conditional Use permit, here are some things that you need to consider if you do choose to overturn the Planning and Zoning Board's decision.

Conditional Use permits [that] are issued in accordance with this ordinance shall be considered permanent with the following exceptions:

Number one: 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.

Number two: 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.

Number three: An approved conditional use permit shall become void one year after the date of approval if the rights and privileges granted thereby have not been utilized.

Number four: 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 year or more.

Number five: That County Commission may revoke a permit if the requirements and restrictions required by this ordinance are not met. Before permit may be revoked, the permittee must be given at least 10 days written notice of the specific chain of charges and be given the opportunity for hearing before the County Commission.

Now I'm going to get into Section 23, which regards water usage: The Purpose-Subsection A: Given the effects that water usage associated with the 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. As I suggested earlier, the State engineer has some documentation in your packet to review.

Subsection 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 use 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 an order. My understanding and talking to the Planning and Zoning Department here is that a referral to a public agency was not made in this case.

Subsection E- Guidelines in Evaluating a Water Usage Associated with a Proposed Land Use: The County shall consider the following factors were applicable.

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 number.
3. Effects on water quality. I'm sorry- quantity- effects on water quantity, including potential impairment of prior existing water uses.
4. Whether the water use is consistent with conservation and beneficial use of water.

And then the final Section in the County ordinance that I'm going to discuss is Section 25. And that's the Appeals Section. Subsection A-Right of Appeal. Anyone aggrieved by a decision of the Zoning director or the Zoning Board and carrying out the provisions of this ordinance may appeal such decision to the County Commission as they have here. Such appeal must set forth specifically wherein it is claimed there was an error or an abuse of discretion or where the decision was not supported by evidence in the matter. In reviewing Mr. Strahlem's appeal, Mr. Strahlem, it appears is appealing under Sections 9-B.2.,

That's regarding the potential permissive use under the AP 40, District 21 D, which are the factors to consider in granting a conditional use permit and Section 23-the Water Usage. Let's see-Subsection B: Application and any appeal following a decision of the Zoning director or the Zoning Board shall be made in writing to the County Commission on prescribed forms obtainable from the Zoning director upon payment of the applicable filing fee. Any appeal not submitted within 14 days after the decision, which is subject of the appeal shall not be considered by the County Commission. In this instance Mr. Strahlem submitted his appeal on the 14th day so that is timely. Subsection C- Public Hearing: The decision on an appeal shall be made by the County Commission following a public hearing. Notification at the time and place of the public hearing shall be published in a newspaper of general circulation in the County at least 15 days prior to the hearing. Mr. Chair, Members, notice was timely published in The Independent on October 15, and October 22. Subsection D- Stay of Proceedings: An appeal shall stay all proceedings in the action unless Zoning Director or Zoning Board certifies that a stay will cause imminent peril to life or property upon such certification. The proceedings shall not be stayed except by order of the district court. That didn't occur here. And subsection 2- Decision: An appeal shall be decided within 45 days of the date of application of the appeal, a majority vote of the members of the County Commission is required to reverse change or form a decision made by the Zoning Director or the Zoning Board. Were within that 45 days.

So next, I want to briefly look at the Cannabis Regulation Act. I'm looking I'm going to be looking at both a statutory provision and some regulations. So, this is Section 26. C (as in cat), Dash 12- Local Control: A local jurisdiction may adopt (meaning that the definition of a local jurisdiction includes counties. So, it includes the County Commission here. So, this is something that the County Commission can do.) A local jurisdiction may adopt time, place and manner rules that do not conflict with the Cannabis Regulation Act, including rules that reasonably limit density of licenses and operating times consistent with neighborhood uses. In other words, you can decide how to regulate the when, the where, and the how, of how the operations of a cannabis facility are done here in this County. What this Commission cannot do, and that's Subsection B of this same section. And in my view, none of these six actually apply to you, but I will read them because they're in the statute. And I believe they do not apply because number one, Mr. Strom is not currently a licensee on the first five

and number two, he is not growing this just for homegrown personal use, but for financial consideration on the sixth one. So let me go through these.

A local jurisdiction shall not:

1. Prevent transportation of cannabis products on public roads by a licensee that transports cannabis products in compliance with the cannabis regulation act
2. Completely prohibit the operation of a licensee.
3. Prohibit or limit signage attached to or located on licensed premises that identifies the premises as a cannabis establishment.
4. Require a licensed premises or cannabis consumption area to be any more than 300 feet from a school or daycare center that was in existence at the time the cannabis establishment or integrated cannabis micro business was licensed.
5. Require an existing licensee at a licensed premises to relocate.
6. Prohibit a person from producing homegrown cannabis as provided for in the Cannabis Regulation act.

I want to share with you some things in the regulations. and that's Title 16-Chapter Eight, part two of the NMAC code. So, this is something-and you will understand why I'm saying this here in a second-but this is something that happens after they get approval or after they would get approval from the County and only after that application requirements for Cannabis Producer License. An initial application or renewal for Cannabis Producer Licensure shall include the following: A copy of a current business license, Fire Inspection Report, and Zoning Approval Certification. The applicant will adhere to applicable Federal, State and local laws governing the protection of public health and the environment including occupational health and safety, food safety, environmental impacts, natural resource protections, air quality, solid and hazardous waste management, and wastewater discharge, and a demonstration of a legal right to use the quantity of water that the division determines is needed for cannabis production as evidenced by either documentation from the Office of the State Engineer showing the applicant has a valid and existing water right or a permitted available water right for irrigation purposes for outdoor cultivation. Or in this case for a commercial purpose for indoor cultivation. And in this case pursuant to the documents that you have from the State Engineer's Office, this is a for residential use only at this point; it's not for commercial use. For commercial purpose for indoor cultivation, which would be the case here at the proposed place of use of the cannabis

establishment, the documentation may include any of the following: a State Engineer permit or license in good standing but not including a permit issued pursuant to several sections, the findings of the Office of the State Engineer hydrographic survey or other documentation. The Office of the State Engineer has deemed in writing as acceptable to the Office of the State Engineer under this rule. And Mr. Chair I'm almost done. So, I beg you for your patience here.

Just a couple more provisions. So, this is under the NMAC code again, this is 16.8 dot 2.8 General operational requirements for cannabis establishments, state, and local laws pursuant to the cannabis regulation act. Applicants and licensees shall comply with all applicable state and local laws that do not conflict with the Cannabis Regulation Act, including laws governing zoning, water use and quality water supply, hazardous materials, pesticide use, wastewater discharge and business or professional license.

And then finally, 16.2.18: Construction or Alteration of Cannabis

Establishment: If applicable, licensees shall ensure that all licensed premises are in compliance with the Construction Industries Licensing Act. And the LPG and CNG Act, including associated rules as well as applicable codes and standard zoning laws, licensing laws and fire codes.

So none of what I just read are intended to be an all-inclusive of every single potential applicable law. But they are the ones that might be discussed today. Copies of the complete ordinance and the subdivision regulations are available on the Torrance County website. And copies of the Cannabis Regulation Act are available on the New Mexico Compilation Commission website. And I'm not and regulations can be found online as well. So finally, I want to give a word to the Commission. If you have read the draft notes for the Planning and Zoning hearing on October 6, you might notice that there were no comments from me early in the during this action item. And that was because this meeting occurred on October 6, and if you recall, that was the day that I returned from my vacation, so I got in a little late that day, and the Planning and Zoning Board actually recessed their meeting briefly, to allow me to get here and to provide any consultation and advice as I could. I appreciate that. So, what my goal here today will be as I will advise you as best as I can today. Likewise, let's see here. That said and given that I do not know what the decision of this Commission on this appeal will be, and to maintain my objectivity at this point, I will not be addressing the veracity of the arguments in public, at least to the extent that they

aren't obvious, and I kind of went into the places where I thought they were obvious. And given the anticipation that whoever is aggrieved over today's decision may appeal to the District Court, I will withhold value judgments of the issues themselves outside of any executive session called pursuant to pending or threatened litigation under the Open Meetings Act Section 1015-1.H.7. With all of that, I will invite Mr. Strahlem to the podium to be sworn in.

John Butrick, County Attorney:

Mr. Strahlem, do you solemnly swear or affirm that the testimony you are about to give is the truth, the whole truth, and nothing but the truth, so help you God?

Mr. Strahlem:

I do.

John Butrick:

Thank you. Please state your name for the record.

Mr. Strahlem:

Richard Strahlem.

John Butrick:

And you're allowed to testify now.

Mr. Strahlem:

Mr. Schwebach, Chairman Schwebach, Commissioner Candelaria, Commissioner McCall. Good afternoon. I guess I should start from the beginning.

John Butrick:

How you present your case- how you present your case is completely up to you, okay.

Mr. Strahlem:

My wife and I are in the application process with the state of New Mexico and the Cannabis Control Division for a cannabis producers license. We are not applying for a micro business license. That's a different phase of the business. It would be actually selling the cannabis. If we had a micro business, we'd have

the production of the cannabis and then we'd have a storefront or a room where we'd sell it. We don't want to do that. So, to give you a perspective of our location, we're on a 40-acre lot rectangular. We're in the western end of it. The closest home to the east is approximately 60 acres away. To the north, there are no homes visible. It's probably a mile drive to get to home on the north. On the west and west and south the old Garlin ranch borders our lot, so we are pretty isolated. I mean we're not close to schools, or as like I say the only closest home is 60 acres away. The proposed building that we're going to use as the proposed production facility is a detachment garage, is a steel building that is insulated. It's 720 square feet. It's 50 feet from our own residence. You can't see it from Rancourt St. If you know where that is from Mission Hills Road you can barely detect it.. Its's painted green to match the trees. So if you were to come out to the house today, and look at it will look the same after we begin production. We'll all be in this, in our building. And of course, we have to go by the regulations of the of the Cannabis Control Act. We have. It has to be secure, it has to be monitored, it has to have cameras, nobody can enter that space unless they have permission, they have to have a badge. There, no one, it's going to be out of sight out of mind. And I've stated that to my neighbors on October 6, that's our intention. The other aspect is the ventilation of the grow room, which would probably occur every day. It would be through a blower with a carbon filter on it. It'll be on the west side of the building. There should be no fumes, no smell, you won't, it will be invisible. So we, we have installed a rainwater harvesting system. We have an 18,000 gallon system with a solar pump. And we can capture up to 18,000 gallons. Today we have 10,000 gallons of water. We've reduced our production schedule from 570 annually to 420. You know, initially, I thought we could do 570. We probably could, you know. It'd be very packed. Not much room to working out. So it seems more feasible to do 210 plants at a time to crops that would and we've adopted the one to one ratio, that's-that's the water usage to produce one plant of one cannabis plant. If the plant produces a pound of cannabis, it will use one gallon of water. And, you know, you can control the size of the plants, how big they are, what-what they are potentially, you know, what they potentially produce. So, our intention is to have strains of cannabis that would maybe produce a pound of cannabis, maybe, maybe less so based on the one-to-one ratio of 420 cannabis plants annually, that puts us at approximately 52,800 gallons of water a year.

And we can utilize the rainwater. Let's just say I don't, we don't, get any more than 10,000 gallons a year, that would be 20%. If we use those 10 gallons to supplement our -well, that would be 20% of the water consumption. There was

there seemed to be a concern at the October 6 meeting about our ability to, you know, to capture this rainwater, but it's a fact. And I would invite anyone, all of you to come out if you want. You can check the tanks and see that we have 10,000 gallons. We have a solar pump. We can pump water into our home. That was one of our concerns. Theoretically, it will never be without water. So electric and ultimately the Office of the State Engineer will have the final decision on whether we can repurpose part of our household well to water cannabis. We'd have to present the case to them. And they would either allow it or not. So, this is we're here today because the application process requires a business license. And in this case. We're not in the municipality, excuse me. So, we're asking the County to give us permission to have our greenhouse. I don't think I have any other angles to say, I appreciate the Mr. Butrick's reading into the record the regulations. I think we comply with all of them. I think today based on the ordinance, on the Torrance County Planning and Zoning ordinance, that you gentlemen could permit us to have a greenhouse at our residence. Also, a note, there was much discussion about deed restrictions. Covenants, HOA, as said at the last October 6 meeting, and have in the final analysis there. They're not applicable, as counsel said. It's something that the Commissioners do not have to consider or cannot consider. So, having said that, thank you for having us here today.

John Butrick:

And, Mr. Chair, at this point, I would welcome anyone to if they would like to ask questions of Mr. Strahlem. And just to give you guys a little more, anyone who testifies is absolutely a has the ability to provide any evidence in terms of physical evidence, electronic evidence, anything that you want to provide today, you can do that. So, if you'd like to do that, you can. And just to clarify what I stated, I stated that the County Commission is not bound by those deed restrictions, but they may consider them. So, you're not bound by them, but you may consider them if you'd like. So, at this point, if anyone in the audience or the Commission, and I actually would open it up to the audience first, if anyone in the audience would like to come forward and ask questions of Mr. Strahlem, now's the time to do that. And like I said, if you begin testifying, I will stop you because you will be given an opportunity to testify. So please limit your questions to just questions now, to Mr. Strahlem.

Randy Wright:

Good afternoon, Mr. Chairman and Commissioners. And I do have a couple of questions. Mr. Strahlem, you stated that you have an existing metal building that you keep referring to?

Chairman Schwebach:

I'm sorry, state your name, please.

Mr. Wright:

I'm so sorry.

John Butrick:

That's alright. Please state your name for the record.

Mr. Wright:

My apologies. I'm Randy Wright, and I'm a resident of the Mission Hills subdivision. So, in a sense, I'm a neighbor. Mr. Strahlem, you stated that you have an existing metal building that you're going to use as your grow house, is that correct? And it's metal, not glass, because you keep referring to a greenhouse. So, this is going to be an indoor grow facility with lights rather than-?

Mr. Strahlem:

Oh, absolutely.

John Butrick:

And if Mr. Strahlem can come up to the mic, I'm going to, you know, while you come up to the mic, I'm actually going to swear you in. (To Mr. Wright) Do you solemnly swear or affirm that the testimony or actually the questions or testimony that you're about to give is the truth, the whole truth and nothing but the truth? So help you God?

Randy Wright:

Yes.

John Butrick:

Okay. So as you ask questions, please allow Mr. Strahlem to then come up to the mic and answer any of those questions.

Mr. Strahlem:

The question or the answer is it's going to be an indoor grow which allows you to control the environment allows you to control the water. There's no wastewater compared to a shelter room. So yes, it's all contained. Locked down. What Mr. Wright said-

John Butrick:

Valerie, are you able to hear Mr. Strahlem on there? You're here. Good. Okay. Just want to make sure.

Randy Wright:

Okay, Mr. Strahlem. You also stated that you'll need about one gallon per plant per day. And that is for a typical 150 day grow season. For how many days is your grow season?

Mr. Strahlem:

All the information I have and all the research I've done for four months is a normal gestation for reinforced indoor, for growing indoor cannabis performance.

Randy Wright:

Mr. Strong, can you tell us where you got the information on a water usage that will be required?

Mr. Strahlem:

On the worldwide web.

Randy Wright:

Can you be more specific?

Mr. Strahlem:

I copied to websites. And I gave the Commissioners as part of my appeal that information. Most of the information you find on the web, regarding cannabis growing cannabis is related to the outdoor grows. So yeah, I use the web a lot. It's a lot of good information. Plus, I have books. But-

Mr. Wright:

I understand, but you can't tell us a specific reference. Did you go to a university extension agency, say like the University of California, or New Mexico State University, or anywhere like that to get this information?

Mr. Strahlem:

Mr. Wright, the cannabis business is pretty new. Universities don't have classes, generally speaking now about how much water it takes to grow cannabis. If there were or if there becomes one, I will say that I'm going to use the information I have to the best of my ability to produce cannabis for the State of New Mexico. Legal cannabis.

Mr. Wright:

So, you're absolutely right. The research that's available on water usage for cannabis. The-

John Butrick:

You're testifying now so I'm going to stop you. Okay.

Mr. Wright:

I thought you said I could testify at-

John Butrick:

Not at this point. Not at this point. If you want to testify later, you're going to be able to do that.

Mr. Wright:

Those are the last of my questions. And when I'm given a chance to testify, I'll provide evidence that suggests different outcomes. Okay, I will reserve that for them. Okay, thank you. Thank you.

John Butrick:

Is there anyone else that would like to ask questions of Mr. Strahlem? Okay, please come to the mic. Please raise your right hand. Do you solemnly swear or affirm that the testimony you're about to give is the truth, the whole truth, and nothing but the truth, so help you God?

Mr. Hagemeyer:

I do.

John Butrick:

Thank you. Please state your name for the record.

Mr. Hagemeyer:

My name is Jonathan L. Hagemeyer. I go by Ladd, my middle name. I have one question. Do you, did you agree to the deed restrictions when you bought your property?

John Butrick:

I please come up to the mic so that I can hear you.

Mr. Strahlem:

I wasn't asked to agree. I was given a copy of the- it's not called deed restrictions. It's called the declaration of restrictions. So yes, I have a copy of-

Mr. Hagemeyer:

Did you agree or not agree to them?

Mr. Strahlem:

As I stated nobody asked me to agree.

Mr. Hagemeyer:

Do you believe they apply to you?

Mr. Strahlem:

My wife and I have you know we're we are homeowners in Mission Hills subdivision also. We value our property. We value our home. We've done everything to maintain our home and yeah, we- you know what? We have. We've lived by the letter to those restrictions written by Kirk. The restrictions are not only recently denied it was able to, determine that the restrictions were never registered with the County. They were notarized. Cobb's signature was notarized. And we have lived up to the conditions unlike yourself, sir.

Mr. Hagemeyer:

I guess trying to figure out how to phrase this The first page on those declaration of restrictions. Does does it have a County court stamp on it?

Mr. Strahlem:

I mean, here's my copy no stamp. Notarized signature.

Mr. Hagemeyer:

That's all my questions. Thank you. I'll address that aspect later.

John Butrick:

Mr. Chair, members just so you're aware, those restrictions are found in Exhibit Four in your packet, looking for those. Anyone else that would like to ask questions of Mr. Strahlem And obviously, the Commission can ask questions now or later once it's been submitted to the Commission for its consideration as well. Okay, Mr. Strahlem you're welcome to have a seat.

Mr. Strahlem:

Okay. Thank you.

John Butrick:

Is there anyone else that would like to testify in support of Mr. Strahlem's appeal at this point at this time?

Please raise your right hand. Do you solemnly swear or affirm that the testimony you're about to give is the truth, the whole truth and nothing but the truth? So help me God. So help me God. Thank you, please state your name for the Gale strong. Okay. And please proceed.

Mrs. Strahlem:

I would just like to say that I firmly support Richard Strahlem. And I have been- he has done most of the work. I have looked over a lot of it. And I totally agree with everything he says.

John Butrick:

Okay, is there anyone in the audience for the Commission that would like to ask questions of Mr. Strahlem? Okay, is there anyone else that would like to testify in support of Mr. appeal this morning or this afternoon? Seeing none, I'm then going to open it up to anyone who would like to testify in opposition to Mr. Strahlem's appeal. Okay, and please consider yourself still under oath. So and please state your name again for the record.

Mr. Hagemeyer:

My name again for the record is Jonathan L. Hagemeyer. And again, I go by my middle name, Ladd. I want to get a glass of water. Commissioners our Mission Hills property borders the property under consideration here today. Our property will be negatively impacted by the proposed commercial cannabis greenhouse operation, as will the entire Mission Hills community. Our purpose here today is to provide you with a logical and common-sense reason, set of

reasons to confirm and uphold the decision of the Planning and Zoning Board and deny this appeal. For those of you not familiar with Mission Hills, we are a small community, but located about five miles south of Chilili and just east of Highway 337. As has been discussed earlier, during the question period, we are protected by deed restrictions. Those deed restrictions are tied to the property and everyone buys property. They are indeed combined, compelled to live by those. You have a copy in the packet that was sent over from the Planning and Zoning Commission and if you look at the first page and that has a stamp on it for the County Clerk. They are on file with the County Clerk's Office. The deed restrictions are signed by everyone because it provides a method to ensure that you have a quality community going forward without obstructions from business enterprises such as greenhouse cannabis operations. Matter of fact, the deed restrictions specifically prohibit commercial operations within the community.

Mr. Strahlem states that he believes that he has applied or fulfilled all the standards of a conditional use permit. I of course take exception to that and don't believe he did. If you look at Guideline Number Four that the conditional use permit, it says economic noise, glare, and odor effects of the conditional use on adjacent areas. One thing that I've learned a lot about cannabis research, and I didn't know a thing about it, or where we started getting involved with this, is that cannabis plants sweat profusely. This is one of the reasons that they use a lot of water. And it's also a reason that they exhibit a significant odor. That odor has a skunky smell. There have been numerous legal actions taken against cannabis growers from California to Colorado over the distress that it's caused of adjacent communities to cannabis growing operations. We live directly downwind from this operation and our property will be significantly impacted holder wise. from the economic point of view under the same provision. We bought our acreage and built a house in Mission Hills because it did have deed restrictions. And it was something that we could use going forward to be assured that we live in a quality residential community. If this cannabis operation opens next door, the economic impact on the land value will be significant. As a matter of fact, we would not live in Mission Hills knowing that there was a commercial cannabis operation next door. My guess is most folks would not. Moving on to the Guideline Number Five says general compatibility with adjacent properties. The County attorney outlined a lot of information that's in the guidelines or actually it's the right wording here. The licensing and operational requirements for cannabis. One thing he didn't focus on, there's a three-and-a-half-page set of conditions here that outlines very stringent security

requirements for this kind of operation. My only interpretation is, and based on information from places like Colorado, and even California, is that the reason the drafters of this document put those in there is because they fully recognize that these types of operations are a magnet for certain elements of criminal activity. It's definitely something we're not anxious to have in our community or in Torrance County. As a matter of fact, most of us moved out there to get away from some of the criminal activity that goes on in adjacent metropolitan areas. That indeed, would be a contradiction to the general compatibility of the area.

The other aspect that I am talking about here is keep repeating are these old restrictions. We all live by them. We think they're very important. And this would be a violation of those restrictions, and indeed would be a violation of the general compatibility clause in the conditional use requirements. Finally, the proposed land use must comply with Section 23 pertaining to the usage and includes water usage, which includes considering its effects on water quality, and the impairment of existing water uses. I can tell you up front, this is going to impact not only our water well. It's going to impact other properties within the Mission Hills area. I want to get to that the water resources over in this area are marginal at best. If drafters of the zoning laws, in their wisdom did require 40-acre minimum based on the limited water availability or water comes from fracture porosity and permeability out of a 250-million-year-old limestone, modern formation production from this kind of reservoir is so different than it is over here in the central valley where you have intergranular porosity and permeability. It's typical well over here will produce hundreds of gallons a minute. Our wells produced two to five gallons a minute. And the total volume available for use out of those wells doesn't even register on the same scale as a total volume that's available for use here in the Valley. So, a gallon of water that I use is a gallon less of my neighbors are going to be able to use and here's why. The recharge in this area is a non-event. So, we're actually mining fossil water. That is not as defined in this hydraulic report from the New Mexico Bureau of Mines and Mineral Resources. And I'll just read you a summary here.

John Butrick:

And Mr. Hagemeyer, I don't mean to interrupt you, but are you going to be submitting this as part of your evidence?

Mr. Hagemeyer:

I only have one copy. And, you know, I can give some copies.

John Butrick:

I mean, if you want to have to, if you wish the Commission to consider that evidence then we'll need to make copies so they can have that in front of them.

Mr. Hagemeyer:

Oh, let me just go ahead and read it.

John Butrick:

Yeah, go ahead and read it. But we'll need copies. I don't want to keep you from using it.

Mr. Hagemeyer:

Well, there's the fact that this- you know what, I'll just read a summary.

John Butrick:

I don't want to keep you from using it. But at the same time, I want I want to be able to have a copy.

Mr. Hagemeyer:

Let me just read you a summary just real quick. Large, large supplies of groundwater are not available in the Sandia and Northern Manzano mountains. The mountainous area contains several contrasting geologic terrains in which groundwater is found. In some terrains developing adequate quantities of groundwater is difficult. And in others poor water quality exists now and it talks about specifically the good Madera formation, which is the one in which our water comes from. It says Madera limestone, from the Pennsylvania age crops out over higher parts of the mountain and over much of the Eastern steep slope. The overall experience in attaining groundwater in the Madera terrain has been two wells out of five can be considered dry holes in some areas to search for water knowledge in dry holes and more than 1000 feet deep. Only point here is these reservoirs were charged over the past 10,000 years, filled with water. We are extracting that water right now at a rate that will probably deplete useable quantities within 100 years. The message here is that while there are some really good wells in this Madera formation, there are a lot of really marginal ones. And the marginal ones are what characterizes the area that we live in. And again, that's the reason there's a 40-acre minimum for individual dwellings over in this area. So how does that volume impact me? Those very good wells are in areas of high fracture in the Madera formation when mountains were uplifted.

There were limited zones that are about 100 foot wide all along and are intentionally fractured. A well in those produces great. Those fractures decrease proportionally with the distance away from those minimum zones. And you get an area where my well is located about 2500 feet from Mr. Strahlem's well. I'm making about two gallons a minute. The cause of the decreased fracture density he's making says he making about 20 gallons a minute, at least, he testified that in his Zoning Commission meeting which says he's probably pretty close to one of those limit fracture zones so the amount of water that he pumps and uses directly it will directly impact me because all those fractures are interconnected. As a matter of fact, in a decade over in the sub regional area the Mission Hills so a gallon used is a gallon gone. Now how much water is he really going to use? In his appeal here, you say one gallon a minute, or I'm sorry, one gallon a plant per day.

He offers in evidence as a reference= He offers up as evidence of an exhibit that we took off the web which if you look at the- here they are- this exhibit, this is it. He says that only one gallon per plant. And he submits this in support of that. And I want to point out that it's written by a Sacramento, California comedian and self declared. Cannabis experts actually says here, marijuana experts that's fine one gallon per minute if you're going to grow a few potted plants. For one, one pound per per plant in your sunroom somewhere. But every professional institution and academic institutions that have written research on this say that in order to optimize your plant growth, so that you can produce as much as six pounds per plan, you're going to need one gallon per pound per plant, six gallons a day per plant. For in the case that I cited during the Zoning meeting was a California Fish and Wildlife study said six gallons per day over 150 Day grow period. Now maybe he will just use one and a half gallons a minute, that's okay. I mean one and a half gallons per day. And in his original proposal of 570 plants, he was going to use about a half an acre foot or three quarters of an acre depending on the amount of downtime between the tiny harvest and tiny replant called he's finding inside. So it's not just 120 times to 440 days, it's how, you know 365 days minus how many days you're down in between. But let's say that's that's what it is. It's a one half to three quarter acre foot per year he's using. On the other hand, if you think about it, if you're in the business of growing product for a profit, what what makes sense, you're going to make that plant produce as much as you can so you can reap as much profit as you can. So there's a chance you know, if you wanted to maximize those plants, the optimum he would grow them at six gallons a day. And that would be two and a half acre feet per year. I don't know what the right answer is but one and a half

is is a lowball number, maybe three gallons a day. That would be about one and a half acre feet. For comparison, my well as inflow About two gallons a minute. I've lived there for 15 years total 15 years I've produced 650,000 gallons that's brought at two acre feet that Well, I pump it manually into a 3000 gallon holding tank I take I take readings that every pumping and pump it until my WelTec shuts it off. Over the 15 years I've seen a 10% drop in the total volume pump for pumping. It's gone from 555 down to 494. Actually I just pumped it two days ago. That's a 10% reduction in the total volume that I can pump from that well. That drawdown and loss in production is only due to the domestic use in the same all the area of the wells. If you start pumping one and a half acre feet per year that's you know even want to pump as much in two years as I pumped in 15 years that's for the impact the drawdown in my well because all these fractures are interconnected. My whole point here and rambling through this is that the water used is going to be a major impact on my well and on all other domestic wells in Mission Hills. Now that brings me to the next exhibit that he gave me and that was a copy of his well from it that's a half a half an acre foot well from it. It is a domestic well permit just like all over wells in Mission Hills area that domestic well from. It cannot be used legally to water any commercial plants. And that is specified in the document that is available to you that I was just talking to here. I've got so much stuff here. And actually, the attorney read this. It says the State Engineer permit or license in good standing but not including a permit pursuant to Section 72-12-170 one of the state's statutes is domestic water wells. And if you look at his license and look at the top on the second page, it is a domestic well. He cannot use it. So what's he have to do? He has to either buy commercial water right from someone and go to the state engineer and try to get it transferred in or buy water from some commercial entity like perhaps the water plant in Edgewood. So the water use that is potential there will be detrimental to our well. Now getting to the cannabis production permits that he's talking about buying. He said he's going to get-a there's there's two tiers of commercial permits. One is be called a micro business. But you don't have to have a storefront for that. That is an add on that you can add to the micro business. The micro business permit will allow you to grow for sale 200 plants at a time before 100 per year. The commercial permit would allow you to buy grow 8000 at a time or 16,000 plants per year. My only point out here is if you get started and he has a commercial permit, there's nothing to stop him from doubling and tripling the amount of plants he plans to grow. My closing remarks here. There are defensible and common sense and geoscience reasons why these conditional use permits should not be approved.

Commercial cannabis operations are not appropriate in residential neighborhoods. is not consistent with the Zoning provisions designed to protect and limit water resources that are present in our region of Torrance County. There are other locations in Torrance County where commercial cannabis operations can coexist with surrounding environment and where adequate water resources are potentially available without impairment of existing water uses. Our County should limit commercial cannabis production to these areas and prohibit them inside of residential communities. In areas like the 40-acre minimum are not appropriate for extensive cannabis greenhouse operations. The Zoning Board objectively evaluated all the pros and cons allowing this conditional permit to go forward and came to the conclusion that the best interests of the citizens of Torrance County can best be served by denying the request I encourage you to follow their lead and do not reverse the Zoning Commission's Zoning Board's decision. Zoning Board decision serves the best interest of many, especially the residents of Mission Hills and not the desire of one. That concludes my remarks. Thank you for your attention.

John Butrick:

So Mr. Hagemeyer, if you just wait there for a second Is there anyone in the audience that would like to ask any questions of Mr. Hagemeyer? Please state your name for the record.

Mr. Strahlem:

So I'm going to ask you the same question you asked me. Do you adhere to these?

John Butrick:

Please be specific what you mean by these.

Mr. Strahlem:

This is the declaration of restriction Mission Hills subdivision in Torrance County, New Mexico.

John Butrick:

And Mr. Hagemeyer please come up to the podium to answer the question.

Mr. Hagemeyer:

Yes I do.

Mr. Strahlem:

One of these restrictions is no commercial businesses correct?

Mr. Hagemeyer:

That's correct. There's actually- there's two provisions in here if you'd like me to, I'll read them find them what is it, eight Owners Association- here it is- 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 any to any other owner. Commercial kennels, commercial horse boarding shall not be allowed within the property. You remember the other one is? That's probably enough. There are few provisions in there that prevent commercial use.

John Butrick:

Mr. Hagemeyer? Just I mean, not speaking to the veracity, but I think it's Article Two and Article Eight that you're referring to.

Mr. Hagemeyer:

Thank you. Yes, Article Two: Residential Use. The property shall be of residential use only. No commercial business or enterprise shall be conducted or allowed on the property. The lot shall not be further divided except for the mortgage or finance exemption as outlined in the Torrance County Zoning

Ordinances. No structures or improvements shall be erected, altered, or placed or permitted to remain on the lots other than the one detached single-family dwelling and buildings related to, unless approved in writing by the Architectural Control Committee. Detached garages and other outbuildings shall conform the construction and design relative residences, and the design of all such detached structures shall be approved by the Architectural Committee. So yes. Thank you.

Mr. Strahlem:

This is from your link in account on the web. Linked-In. Jonathan, what-

John Butrick:

What are you referring to, Mr. Strahlem?

Mr. Strahlem:

This is a printed off the web. It's from his Linked-In. I cannot Okay, it says Jonathan Hagemeyer, Geoscience Consultant at Lone Piñon Ranch Company. He is the manager of all activities on 240 acres of semi-arid ranch land located long the-

John Butrick:

Mr. Strahlem, I'm going to stop you if you're testifying. Is there a question?

Mr. Strahlem:

No, there's not a question. It's a statement.

John Butrick:

Okay. So, you had the opportunity to testify. So, at this point, you're asking questions of Mr. Hagemeyer.

Mr. Strahlem:

Okay. Mr. Hagemeyer, where do you manage a 240-acre ranch in our subdivision?

Mr. Hagemeyer:

I shall manage 240 acres that I own. It isn't a subdivision. It is not a ranch. The, if I may, bargain, this was when I first moved over, I was consulting in Galveston and Houston and I was consulting, the marker of Geoscience consulting moved to New Mexico, I needed a new one, get a business license, I call it the geoscience consultant at Lone Pinon Ranch Company. That was going to be my name. However, when I got into addressing all the complications involved with running a business in New Mexico, I was well beyond the time I should be retired. I decided not to move forward with it. You've printed out just the first page of this. It goes on to state that what I- what I'm really running here is a nature preserve.

Mr. Strahlem:

What date does it say, sir, that you? Date: 2006 to the present? Well, it says you're presently a Geoscience Consultant at your ranch.

John Butrick:

Is that a question, Mr. Strahlem?

Mr. Hagemeyer:

I am not a Geoscientist Consultant. I retired. When I left Houston. I was anticipating to continue my business here. But I didn't. As a matter of fact, if you look at the LinkedIn account, you'll see that I am not logged on going over a year.

Mr. Strahlem:

He logged on to February. It's on it's on the web. If you're not a Geoscientist-

John Butrick:

Mr. Strahlem, you're testifying now.

Mr. Strahlem:

Why would your LinkedIn account still be on the web? If you're not a consultant?

Mr. Hagemeyer:

But I haven't removed it?

Mr. Strahlem:

Where's your land? You're saying these 200 acres-

Mr. Hagemeyer:

It is 240 acres.

Mr. Strahlem

1,2,3,4-acre subdivision lots and one adjacent property?

John Butrick:

We can't--could you please all speak up, come to the mic. We can and we want to make sure the record is clear.

Mr. Hagemeyer:

3-40 acre lots of one 1-140 acre lot.

John Butrick:

Mr. Hagemeyer, Mr. Strahlem, if you could please get closer.

Mr. Hagemeyer:

They are in Mission Hills. That's correct.

Mr. Strahlem:

Does a 240-acre ranch in our subdivision, does that, does that comply with these restrictions?

Mr. Hagemeyer:

Well you could very well say yes, because you're allowed to have a certain number of livestock, you're allowed to have certain number of horses and you're allowed to fence your property, which I haven't.

Mr. Strahlem:

I'll tell you this again. My wife and I have adhere to these restrictions well

John Butrick:

Be careful you're testifying now.

Mr. Strahlem:

You can't have a 240 acre ranch in our subdivision. You can't be a Geoscience consultant having a commercial business in our subdivision. [unintelligible]

John Butrick:

Is that a question?

Mr. Strahlem:

Okay, it is a question. Are you allowed to have this ranch in our subdivision?

Mr. Hagemeyer:

I am. It says so right in here. You know, you call it a ranch, or property or, you know, lots, you're allowed to have the property and you're allowed to have animals on them. And if that constitutes a ranch, then I guess you can call it a ranch.

Chairman Schwebach:

I'm going to chime in here, with all due respect, the question at hand that this Commission has before us is whether or not to uphold a Zoning denial. And so, I do not see the relevance of this questioning going on. So, I would ask you to move on. This is not the time or place for that, correct me if I am wrong.

John Butrick:

I agree.

Chairman Schwebach:

If it's relevant to this decision, or to this discussion, that's fine. But right now, we have one question at hand, on whether or not to uphold the Planning and Zoning's-

Mr. Strahlem:

I understand.

John Butrick:

Anyone else in the audience who would like to ask questions of Mr. Hagemeyer? Seeing none, is there anyone else who would like to testify in

opposition to Mr. Strahlem's appeal? Okay. And if you remember, you are under oath still. So please state your name for the record.

Mr. Wright:

My name is Randy Wright. And, Mr. Chairman, I promised to be brief and relevant. Exhibit D that Mr. Strahlem presented as part of his evidence, he just mentioned the first part where there's concerning water usage. This was the-

Chairman Schwebach:

Let me interrupt exhibit- excuse me- exhibit attachment.

John Butrick:

It's Exhibit D, the Sacramento News and Review article, I believe.

Mr. Wright:

It's the one by the comedian and self-proclaimed marijuana expert. It does start out saying that you can grow marijuana using one gallon. But he goes on to say, and this wasn't mentioned-

John Butrick:

That is Exhibit D, by the way.

Mr. Wright:

Yeah, that's what I said Exhibit D. But it goes on, if you read further into the article, that if you want a commercially viable crop, or you're harvesting more product, you have to add more water. So that is a really relevant issue to your decision, is water usage. So, I'd like to present other evidence. And I have electronic copies of those that I can get to you by email, or however you'd like to have them.

John Butrick:

You're going to be referring to them today. But you, you don't have them today.

Mr. Wright:

I have them on my computer right here.

John Butrick:

Okay, so long as you can get copies to us so that the Commission can use those later in their deliberation. Sure.

Mr. Wright:

So, what seemed relevant with the Zoning Board, who you already know, they voted unanimously to deny the conditional use permit. And a lot of their discussion was concerning the water usage. So, if you use the one gallon, that's one thing, but there are academic studies that have actually been done by universities, the University of California, the Berkeley Cannabis Research Center. Their mission is to really apply a scientific approach to this question of how much water does it cause does it take to grow cannabis. And their conclusion from this academic institution is it takes about five gallons per plant per day. It's a lot water. The Journal of Bioscience and other academic reference says, oh, it takes more than that. It takes six gallons per plant per day over that 120 plus day growing season. So, when you calculate that out, you can easily be 400,000 gallons of growth a year to 600,000 gallons. Now that exceeds a one-half acre, domestic well permit in this state, considerably less water. So also, there's an article in one of our newspapers in the state, the Santa Fe New Mexico on July 20, this year, 2021. There was an article in there it says, does New Mexico have enough water for cannabis? And this article offers a cautionary tale about a family in Madrid that's trying to do something similar to what you're doing. So they have got everything ready to go. And guess what, they can't get a permit from the State Water engineer to get the water that they need. So they're going to consider trucking water in. That's how they're gonna satisfy this. So, John Romero, who is the director of Water Resources allocation

at the State Engineer's Office, he says there's a backlog of over 500 permits for water rights transfer, and commercial well applications just for cannabis. And that their backlog, this is back in July. Their backlog at that time was at least 8 to 10 months. And goes on to say that as they get more applications, that timeframe is just going to get further out. Now, let me refer you to what you already have- the Torrance County Zoning ordinance. This is the limitation on conditional use permits. And may I read it? It's, it's Section A is Paragraph Three, which that an approved, and we're hoping that you will not,-

John Butrick:

Which main section is that? I'm sorry, Mr. Wright?

Mr. Wright:

it is on page 7777. Okay, thank you. It's under limitations, which says conditional use permits issued in accordance with this ordinance shall be considered permanent, with the following exceptions. And then in Paragraph Three, it says an approved conditional use permit shall become void, one year after the date of the approval. If the rights and privileges grant granted thereby have not been utilized, well, we already have a vector of water resource allocation, that if you made a permit back in- a permit request back in July, we're going to take eight to 10 months before that's even going to be processed. And it's growing every day, because there are more and more people applying for permits. So, if you do approve it, there's a really good chance that you're going to run the calendar out on the year. And the permit will be denied. I would urge you to seriously consider the unanimous decision of the Zoning Board in denying this conditional use permit that you uphold that. Thank you,

John Butrick:

Mr. Chair, you know, the timing of when the state does, you know, does something is not really relevant to your decision here. And the reference that Mr. Wright was referring to is obviously only in place, should you decide to overturn the Planning and Zoning Board's decision. So those conditions only apply if you decide to do so. Is there, at this point, is there anyone who would like to ask questions of Mr. Wright?

John Butrick:

Okay, please. Mr. Strahlem, if you please, state your name for the record.

Mr. Strahlem:

Richard Strahlem. Your study, the California study, Randy? Is that for indoor grow or for outdoor?

Mr. Wright:

I have a copy of the article. And there are differences with an outdoor grow. You've got to take into consideration elevation, the relative humidity, the type of soil that you're using. All of those are factors with outdoor, there's more control indoor. So, I'll highlight in the article. If this is for indoor or outdoor. I'm not sure.

John Butrick:

And just before Mr. Strahlem asks his next question, just to remind Mr. Hagemeyer and Mr. Wright at this point, anything that you have referred to please do provide us with a copy because we need to make a complete record of this and so the Commission can use it to consider in its deliberations. So, we'll need that to aid in in the deliberations of the Commission.

Mr. Wright:

You bet. As I said, I have with me their electronic copies on my computer.

John Butrick:

Okay. Mr. Strahlem?

Mr. Wright:

I know that's not my answer. The answer was I'm not sure what the article says. You need to read the article.

John Butrick:

Is there anyone else that would like to ask questions of Mr. Wright? Seeing none, Mr. Wright, you're welcome to take a seat. Is there anyone else who would like to testify in opposition of Mr. Strahlem's appeal today? And just so I have my list here and so, Jonathan L. Hagemeyer has already testified, Randy Wright, he's just testified. I also have- oh, yeah, please, if you wish to testify in opposition of the appeal, go ahead.

John Butrick:

Please raise your right hand. Do you solemnly swear or affirm that the testimony you're about to give is the truth, the whole truth and nothing but the truth? So, I didn't get your name.

Bill Simms:

And my name is Bill Simms. And I've talked to most of you before. And thank you for listening to what we have to say today. And this is not going to be controversial. So, I don't think anybody's going to want to ask me any questions. I think that you probably have seen this news report Channel 13. Back on September 13, gave a news report as probably about a 10-to-15-minute report. And Colorado is warning New Mexico, about the crime that's about to happen. The it was it was entitled Colorado's warning to New Mexico about legalizing marijuana from a Colorado District Attorney.

[UNKNOWN]:

Emergency I got to take care of it. Okay.

Y'all may continue, please. Yes, yeah. Okay.

Mr. Simms:

But let me summarize this. This report for you. They say what happens when you legalize marijuana in a state where other states are not legalized, a huge black market is created. Colorado's crime rate has increased dramatically because the thieves are targeting smaller Colorado marijuana growing operations, like the one we are talking about today. Here in our subdivision. Small operations, like the one that is being proposed today are prime targets for thieves to take advantage of this readily available black market. Small operations are less likely to install the extensive security measures that are necessary to keep out determined thieves. And a chain-link fence, for example, can be just cut in seconds. Of course, a marijuana growing operation like this is an attractive nuisance. And the last thing a quiet, residential, rural subdivision like ours would have in our midst is this thing. This is just one of the many reasons you should uphold our Zoning Board's decision tonight to deny this special use permit. Now, I have I have this news report. And it's readily available on the web. You can- any one of you can -go listen to it right away. And it lasts about 10 minutes. And it's a warning from Colorado. And this is a District Attorney from the 18th district in Colorado. And he says that, be careful what you wish for. Thank you very much.

John Butrick:

Mr. Simms and you have the URL for the website where that can be found?

Mr. Simms:

I Do. I do, I have it on my phone.

John Butrick:

Okay, let's do it right now. Or you can. Will you provide that to Ms. Pava? Okay. Thank you. Is there anyone in the audience that would like to ask questions of Mr. Simms, please. And please state your name for the record?

Mr. Simms:

Okay.

Mr. Strahlem:

Richard Strahlem. Mr. Simms? Do you live in our subdivision?

Mr. Simms:

No, I do not. Just in your same area.

Mr. Strahlem:

Thank you. It seems like you are implying that you lived in our subdivision.

Mr. Simms:

No, I do not. But I do own two lots on that subdivision that I helped to build on there that I hope my kids will build on. So, we're very proud of our Mission Hills subdivision. Thank you.

John Butrick:

Thank you. Sir. Anyone else that would like to ask questions of Mr. Simms? Hearing none, Mr. Simms as you're welcome to take a seat. Is there anyone else who would like to testify in opposition to Mr. Strahlem's appeal okay. Now, please raise your right hand. Do you solemnly swear or affirm that the testimony you're about to give is the truth, the whole truth, and nothing but the truth, so help you God?

Janet Cool-Hagemeyer:

Yes, I do.

John Butrick:

Go ahead and please state your name.

Mrs. Cool-Hagemeyer:

My name is Janet Cool-Hagemeyer, Ladd's wife. And I just wanted to make a couple points about our deed restrictions. Mr. Strahlem implies that he's on the edge of our subdivision but he's smack dab in the middle of it. And that's where our property is as well. We chose to purchase this land, told you we chose to purchase land and build our retirement home in Mission Hills because the Cobbs represented Mission Hills as strictly a residential community with no commercial operations allowed, as outlined by the deed restrictions that we thought were binding. And my husband has helped Bud Cobb establish our Road Maintenance Committee Association to raise funds for maintaining our roads when the County could not. We are a small residential community connected by these roads but the deed restrictions are what really are the heart of our neighborhood. They established the value of the neighborhood and they are-- if these deed restrictions don't have any value then I think we're all in trouble because It is why we all moved to Mission Hills and it is what we agree to. And the Strahlems have stated that they agreed to these covenant when they build their home, but they want to ignore them for the personal finance gain without regard for the negative impact to the rest of us. And you heard about what those are. It seems to me, though, I think, that- am I correct, Counselor, that Section 4 are all the letters are from the resident Mission Hills?

John Butrick:

Are you talking about deed restrictions now?

Mrs. Cool-Hagemeyer:

No, I'm talking about Exhibit Four where we provided a packet of letters from written-

John Butrick:

Written opposition?

Mrs. Cool-Hagemeyer:

Yes, that is Exhibit Four.

Mrs. Cool-Hagemeyer:

Really it seems to me these- these letters, If you want to take a look them, are from our neighbors, property owners, and they universally oppose cannabis in the neighborhood. It seems to me that as residents and property owners we're being held hostage by one family that chooses to pursue their own economic interests at the expense of the rest of us. So, I would join my husband and my neighbors in asking you to not approve this appeal. Thank you.

John Butrick:

Is there anyone who would like to ask questions of Mrs. Hagemeyer?

Mrs. Cool-Hagemeyer:

I'm sorry, I go by Cool, but I didn't want to confuse everybody. I didn't want Ladd to lose his Cool.

John Butrick:

Is there anyone who'd like to ask questions of Mrs. Cool? Mr. Strahlem, please state your name for the record.

Richard Strahlem:

Richard Strahlem. Well, since we are still talking about the deed restrictions-

Mrs. Cool-Hagemeyer:

My favorite topic.

Richard Strahlem:

Yeah. Do you have the two story red barn on your property?

Mrs. Cool-Hagemeyer:

Yes, we do.

Richard Strahlem:

That's against deed restrictions.

Mrs. Cool-Hagemeyer:

No, it's not.

Mr. Strahlem:

Did you live in the in your outbuilding for a year before the house was built?

Mrs. Cool-Hagemeyer:

We were given permission to do that.

Mr. Strahlem:

Permission by whom?

Mrs. Cool-Hagemeyer:

By the Cobbs.

Mr. Strahlem:

Exactly, exactly because the Cobbs giveth and the Cobbs taketh away. Thank you for answering my questions.

John Butrick:

Are you asking questions of Miss Cool?

Mr. Strahlem:

Is that okay?

John Butrick:

Absolutely. Be careful now.

Johnathan Ladd Hagemeyer:

I am Johnathan Ladd Hagemeyer, for the record. Did you have a building permit and a- what's that called? The Architectural Committee Permit before you built up that barn?

Mr. Strahlem:

Yes.

Mr. Hagemeyer:

Did that building permit you to live in it?

Mr. Strahlem:

Yes, it did.

Mr. Hagemeyer:

Did the inspector give a clear inspection of the building, clear it for occupancy?

Mr. Strahlem:

Yes, it did.

John Butrick:

Mr. Chair, Members, I'm not completely sure if the questioning by Mr. Strahlem on the point of the red barn is relevant to the question before you, but since we allowed Mr. Strahlem to answer questions I allowed Mr. Hagemeyer to ask questions in rebuttal to that. Is there anyone else who would like to ask questions of Miss Cool?

Richard Strahlem:

Okay, sure. I mean absolutely.

John Butrick:

Please state your name.

Mr. Strahlem:

Richard Strahlem. You had just asked I had a permit or letter from the Architectural Committee. Now I am going to do that. Do you have the letter?

Mrs. Cool-Hagemeyer:

We have the letter.

Mr. Strahlem:

Well good I'd like to see it.

[Unintelligible]

John Butrick:

Let's be careful Mr. Strahlem, you are testifying now.

Mr. Strahlem:

Thank you.

Mrs. Cool-Hagemeyer:

I have to say Commissioners, in my eyes I don't really see the relevance of this line of questioning to our objection to a commercial operation in the middle of Mission Hills which is a residential subdivision, which we bought into, as did the Strahlems, when we purchased the property and built our home. All right, thank you for listening.

John Butrick:

Anyone else who would like to ask questions of Miss Cool? Seeing none, Miss Cool, please take a seat. So is there anyone else who would like to testify in opposition to Mr. Strahlem's appeal? And just so we have the record here so Mr. Hagemeyer has testified, Mr. Wright, Mr. Simms, now the only other person on the list is Charlene Guffey. I believe I saw her earlier today but I don't see her now. Do we know if she's still here? Okay, so she had an emergency. She's not here anymore. So is there anyone else who would like to testify in opposition to Mr. Strahlem's appeal? Okay at this point I would submit this case to the Commission with some comments before. So just based on the testimony, just some brief comments. I'm not aware of any other evidence other than what you have before you in terms of the State Engineer documentation showing dates of prior appropriation for any other water rights. I am also not aware, at least I do not know the law on this specifically, I know it was testified to, but whether or not the water right that Mr. Strahlem currently has a half-acre foot, which is approximately 162,000 gallons. Whether that can or cannot be transferred over to a commercial use. I'm not- I don't know the exact answer to that question.

I do want to point out just a couple of things that I just failed to do at the at the start that I want to be fair to both my office as County Attorney and then also the Planning and Zoning Department with the County. So, in looking at Mr. Strahlem's appeal document there's just a couple of places here. And in his appeal document, he states that he listened to the video of the of the P & Z board meeting and what he states here so in his appeal document he states, "Board Member Ducharme: asks County Council could states like New Mexico and others be held responsible for breaking federal marijuana law? Council:" and then he has in quotes from me "Yes, potentially. But the federal government has chosen not to enforce the law." I did not state "which essentially grants him permission." Also, "Board Member Langell asks counsel if the board can weigh heavily the deed restrictions. Council: 'No, that is a private matter.'" I did not say the word no, I just said that is a private matter. And then finally the "Board Chairman Mr. Lawson, asks Planning & Zoning Director Steve Guetschow: If the 100-acre requirement was still valid, Mr. Guetschow: 'No.'" What Mr. Guetschow said there was "that is correct," not no. So, I just wanted to point that out just to make the record clear as to what was and what was not said at the County Planning and Zoning Zoning Board meeting. Okay. So, I think the last thing that I will say before this is submitted to you for your consideration, and obviously you're welcome to ask questions of anyone who has testified today, both for and against. You are not required to make a decision today. If you want to review the evidence that has been presented by Mr. Hagemeyer, Mr. Wright, Mr. Strahlem, Ms. Cool. If you want to look at that evidence, Mr. Simms, if you want to look at that evidence, before you come to deliberation, and to a decision, you're welcome to do that. The appeal section for the County Ordinance states that an appeal shall be decided within 45 days of the date of application of appeal. So, if it was 14 days, and I'd asked the Planning and Zoning Department to, Mr. Goen, correct me if I'm wrong, the date of the hearing was the 6th, 14 days would have been October 20.

Don Goen, Planning and Zoning:

Don Goen, Planning and Zoning, Administrative Assistant.

John Butrick:

Mr. Goen, do you solemnly swear or affirm the testimony you're about to give is the truth, the whole truth and nothing but the truth, so help you God?

Don Goen:

I do. That is correct. It was the afternoon of the 20th.

John Butrick:

Thank you. Okay, so then the 45 days starts on October 20. So, let's see here. 11/30. That's 41. So, by December 4, if my math is correct. So that obviously is before the next Commission meeting. So, I want you to take that into consideration if you want to have a special meeting between now and then you can if you want to deliberate. Now, you may, if you want to review the evidence that has been presented, you may, it's kind of up to you, if you want to ask questions. You may, it's kind of up to you at this point.

Chairman Schwebach:

Unknown Speaker 1:51:29 So quick question. For the technicality. Can we deliberate the three of us in private concerning this? Or does it all have to be public in this public hearing? How does that work?

John Butrick:

I think that's an excellent question. Commissioner Schwebach, and I believe you can deliberate in private. But the final decision has to be absolute. And put in public, but I think my opinion, my opinion is that you can deliberate in private.

Chairman Schwebach:

I do have a question on do we have representation of the Planning and Zoning Board? I have a question for them. Either or.

Don Goen:

Don Goen.

Chairman Schwebach:

Don what was the reason for denying this this application by the Planning and Zoning?

Don Goen:

Well, it seemed to be that one of the main concerns was the water usage. But in my position as administrative assistant, I don't ask them why they make the decisions they do. I just, it was not, it was not defined.

Chairman Schwebach:

Do we have a board member of board that could speak about this?

John Butrick:

please raise your right hand. Do you solemnly swear or affirm the testimony you're about to give is the truth, the whole truth and nothing but the truth, so help you God?

Art DuCharme:

Yes.

John Butrick:

State your Name.

Mr. DuCharme:

Art DuCharme, I'm the Vice Chairman of the P & Z, Torrance County P & Z. We I think each member had a different emphasis in terms of why they rejected

it as such. I'm inferring that by the questions they asked. The key one as Don mentioned was water usage. But there was also some inaccuracies in Mr. Strahlem's presentation is his Letter of Intent mentioned catchment as the being reason he was having water adequacy, for growing the marijuana. But when he testified before us, he's mentioning-he emphasized the domestic well contribution to the growth of the plants. And I think that legal aspect with the State Engineer was also consideration that he was using, possibly using water for the wrong purpose.

John Butrick:

And, Mr. Chair, I'm just going through the notes real quick, the draft minutes, just to extrapolate some questions. So, Chairman Lawson refer to the comment about very little recharge of the reservoir. Chairman Lawson ask how deep his well was. See here, I'm just looking for any other.

Chairman Schwebach:

Remember that council?

Mr. DuCharme:

If I could just say one more thing. Mr. Butrick.

John Butrick:

Sure.

Mr. DuCharme:

I think the resistance of the community is always a strong influence on our decisions. I think, if there's, it takes a lot of effort for neighbors to complain. And most people don't show up to do so. But this was as you noted, some of these people are here today. They had a strong opposition to this being in their neighborhood. And I think the Planning and Zoning has to consider that is part of the considered deliberations.

John Butrick:

I think based on the minutes, Mr. Chair, John Butrick, County attorney, it's fair to say that the majority, at least of the first part, if not the first two thirds of the meeting were specifically about the water use. There was a discussion about federal law and the illegality or non-illegality of marijuana cannabis based on federal law and whether states could or could not do such things later in the presentation. But I think it's fair to say that a primary consideration was the water use.

Chairman Schwebach:

Commissioners, do you have any questions?

Commissioner Candelaria:

I have one question of Art DuCharme. And I think it's the question is, did conversation about the covenants come into play? And during that, that meeting, that hearing?

Mr. DuCharme:

Yes. There was testimony by the lady who left who was here today. Charlene Guffey? Yes, Charlene Guffey testified that she had reviewed past decisions of the Torrance County Commission, and she found evidence. She thought that there were decision points in the past when the Commission said that they had to follow local covenants in subdivisions, or they had to accept that there was some sort of generic decision, I don't have the actual information, but that was her contention.

Commissioner Candelaria:

I'm sure it's in the statements that were made. Okay.

John Butrick:

And Mr. Chair, Commissioner, I'm sorry. Go ahead. Go ahead.

Art DuCharme:

No, that was that was it.

John Butrick:

Mr. Chair, Commissioner Candelaria. I provided the same counsel to the Planning and Zoning Board that I provided this Commission this morning, that while those deed restrictions do exist, you are not bound by them. The Planning and Zoning Board was not bound by them, but you could, you could consider them.

Chairman Schwebach:

Any questions? We're going to step in there and ask our attorney to come with us.

(AFTER DELIBERATIONS:)

We're back to wrap up this public hearing we deliberated on. On the facts and findings that were represented before us, so the question before the Commission is whether or not to uphold Planning and Zoning's decision to deny a conditional use permit For Mr. Richard Strahlem. Understood? So we will now put it to a vote.

ACTION TAKEN:

CHAIRMAN SCHWEBACH:

I will Make a motion to uphold Planning and Zoning decision.

Motion Seconded by Commissioner McCall.

ROLL CALL VOTE

Commissioner Candelaria: Votes Yes.

Commissioner Schwebach: Votes Yes.

Commissioner McCall: Votes Yes.

John Butrick:

Was there a second for that?

Chairman Schwebach:

Yes, there was a second.

John Butrick:

Ok I did not hear it.

Chairman Schwebach:

Planning and Zoning's decisions and will be upheld and looking at what we're seeing here I think Planning and Zoning do their due diligence to not grant this based on not proper water use, which is something Planning and Zoning needs to look at and also a commercial endeavor in an area has been deemed not to have commercial use. So that concludes this public hearing. Thank you.

Transcribed by Otter.io and Valerie Smith, with thanks to Amber Pava.

13. DISCUSSION

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

Chairman Schwebach: Introduced item 13-A, Presentation on Project 25-700mhz Dispatch System by Vince Bradley with the State of New Mexico.

Mr. Vince Bradley: Introduced himself as the Public Safety Engineer for the Torrance area. He introduced his director, Michael Roebacher, and Integration Manager Charles Ross. Mr. Bradley gave a narrative about why he was there. In 2007 and 2008, House Bill 2 by Bill Richardson created the Department of

Information. This gave the Department of Information an old and unsustainable Public Safety network. In 2009, the Department of Information and Technology understood that they needed more funds. In support of DPS, Parks, Fire, and Forestry, and the Department of Transportation. They got their full requested. They received \$55.6M. To upgrade their Public Safety infrastructure, for redundancy, they received. in 2014, they went to the Legislature and asked for \$25M, and received 1.5 M to do a Public Safety study to assess how the United States and how public safety was moving, they were given a 150 page report. They suggested going to Project 25 as the standard. The big thing was interoperability between the different branches. They were given \$20M in \$5M increments, and in the end went from 60-70% reliability to 99.99% reliability.

They have brought in about 10% of the agencies in the state with their system, called the DTS or the Digital Trunked Station.

Mr. Bradley then went through the slides that he brought with him.

Commissioner McCall: Asked Mr. Bradley if he planned on being 86% built out by 2025.

Vince Bradley: Answered in the affirmative.

Michael Roebacher: Introduced himself as the director of Public Safety and Communications for the State of New Mexico's IT Department. They are in the process of building out, just requested \$26M and are planning on building out state-wide regardless of local partners, so it makes sense to make it available to all Federal, Local and Tribal partners who would like to take part. It saves taxpayer money and helps reduce duplication of radio sites and infrastructure. He does not believe that 100% coverage is feasible, just because there are many rural, unpopulated areas with very high mountain terrain.

If Torrance County does not want to partner, the State will continue to build out, but only to what the State needs. If Torrance does, then the State will help with Torrance County's needs.

Commissioner McCall: The Doghead Forest Fire, communication was an issue. If high terrain is a problem, that is concerning to him.

Vince Bradley: The State of New Mexico obtained a lease from the Chilili Land Grant. The Dog Head Fire was concerning to the State of New Mexico as well. They are building an 80-foot tower that is self-supporting, with shelter.

Commissioner Candelaria: Asked if there are any grants or incentives to partner with the State.

Chairman Schwebach: Asked if it was different and separate from all other cell towers.

Michael Roebacher: It is owned and operated entirely by the State of New Mexico, it is not dependent on any other cell tower in the area. If you have anything like push-to talk, it will be able to work off these towers. The system can also work over Wi-Fi.

In regard to the grant funding question, the P-25 Standard is a federally adopted standard. The Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA) have certain grants available, though to be eligible for them you must purchase devices that are Project 25 capable, though you don't need to use them. Subscribers are looking to have a bill sponsored that would allow General Funds to be allocated for subscriber fees in the Legislative Session.

Commissioner McCall: Asked if the County were to sign the letter of intent, if it would put the County in a better position to ask for these grants.

Michael Roebacher: Answered in the affirmative. Mr. Roebacher also mentioned that if Torrance County were to show interest in joining the P-25 Standard that the build-out into Torrance County would be prioritized. Additional funding would be reserved so that the needs of both the County and the State are met.

Commissioner McCall: Extended the floor to Matt Propp, Sheriff Rivera, and Fire Chief Dirks for questions.

Fire Chief Dirks: Asked for the fee per radio per month, he was not aware of the fee, and would be a big hit to the budget. The interoperability would be great but is hoping the coverage would be much better.

Torrance's system is a standalone system. Is the State system the same or would we have to get new equipment?

Vince Bradley: Your K-2 core would be taken but would be replaced with one from the State. As far as hooking back up, it would be either microwave, fiber, or circuit. If the County has any equipment that the State can use for the interoperable system, the State will then give the County a 20% discount on the monthly bill for radios.

Mr. Bradley suggests getting dual-band, P-25 compliant radios.

Chairman Schwebach: Asked Mr. Bradley to explain what happens if the core fails.

Vince Bradley: Answered that there is a backup core in case the main core, located in Santa Fe at their Class 3 Data Center, fails. The backup is at the Disaster Recovery Center in Albuquerque. If both cores fail, they will go into what is called “site trunking mode.”

Charles Ross: Explained that there are multiple levels of redundancy in the system. There is Core Redundancy and then Site Level Redundancy. If Torrance has four sites, for example, its okay because you still have coverage from 3 other sites. If your sites fail, they go into stand-alone mode, which is what the State has as well. A State-wide communication outage would be close to impossible and has not happened to date.

B. MANAGER’S REPORT:

Madam County Manager Barela:

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

ACTION TAKEN:

Chairman Schwebach: Made a motion to adjourn the meeting at approximately:

Commissioner McCall: Seconded the motion.

Roll Call Vote:

Commissioner Candelaria: Yes; **Chairman Schwebach**: Yes; **Commissioner McCall**: Yes.

MOTION PASSED.

MEETING ADJOURNED AT: 12:46 P.M. APPROXIMATELY

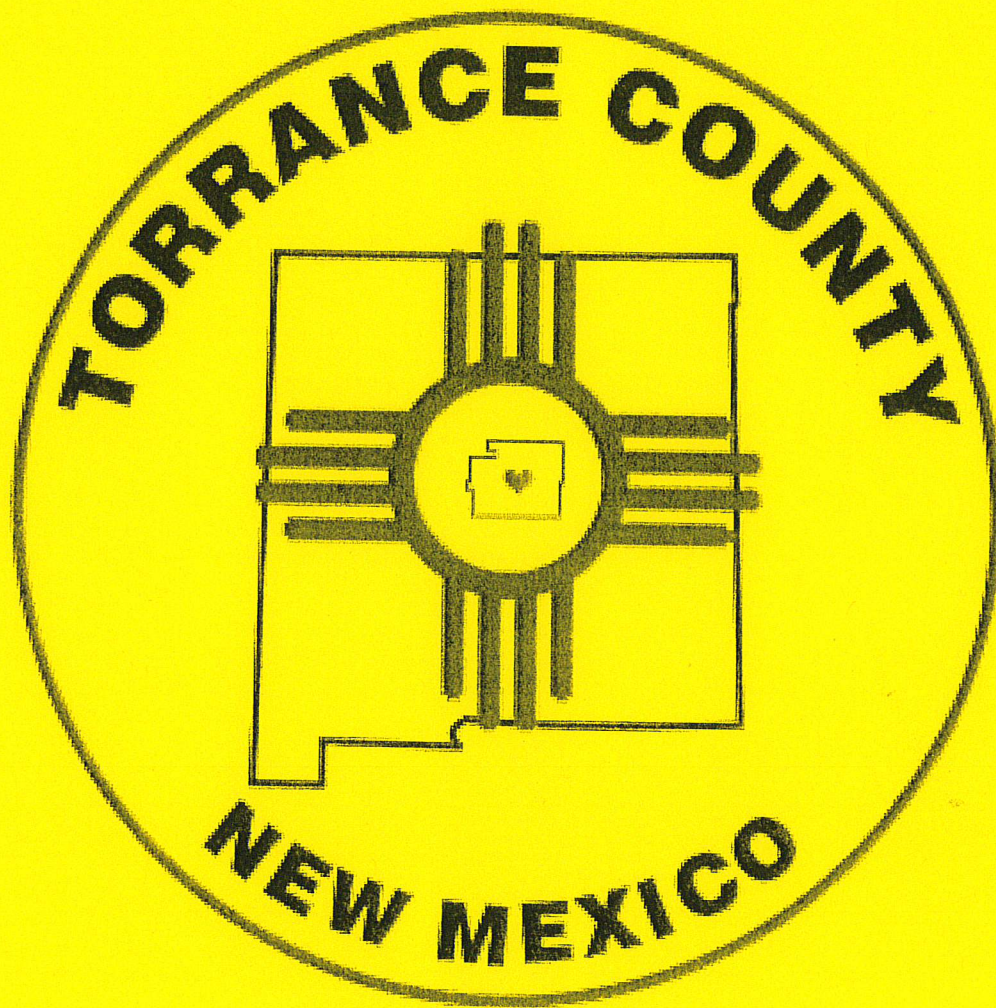
Signed By:

**Ryan Schwebach – Torrance
County Board of Commission
Chairman**

**Valerie Smith – Admin Assistant,
Torrance County Clerk’s Office**

Date: / / 2021

The Video of this meeting can be viewed in its entirety on the Torrance County NM website. Audio discs of this meeting can be purchased in the Torrance County Clerk’s Office.



*Agenda Item
No. 11-A*

Date: 1/06/22 7:39:10 (CHEC61)

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

TOTAL CHECKS PRINTED 298

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 2,726,422.27 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 01/06/2022 . 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. Candelaria

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 #	DATE	PO #	AMOUNT
01 R	118591	ALBUQUERQUE OFFICE SYSTEMS	ACRYLIC SHEETS TO PROTECT WALL	620-94-2218	312821	12/08/2021	37314	1198.08
	2630.58		MURAL				37314	
	12/08/2021		ALUMINUM TRACK FOR MOUNTING	620-94-2218		/ /	37314	448.72
			ACRYLIC SHEETS	620-94-2218		/ /	37314	840.00
			LABOR TO DELIVER & INSTALL	620-94-2218		/ /	37314	75.00
			FUEL CHARGETO DELIVER	620-94-2218		/ /	37314	68.78
			SALES TAX					
			INVOICE#9685					
INFRASTRUCTURE GROSS R 2630.58								
01 R	118592	ALBUQUERQUE OFFICE SYSTEMS	WORKSTATION FOR TAX SPECIALIST 2	609-30-2218	7012821	12/08/2021	37300	2318.82
	3049.63		LABOR/INSTALL/FUEL SURCHARGE	609-30-2218		/ /	37300	684.96
	12/08/2021		GRT	609-30-2218		/ /	37300	45.85
			INVOICE#9662					
COUNTY TREASURER 3049.63								
01 R	118593	AMAZON BUSINESS	10 REAM PAPER 8.5" X 11"	402-60-2219	712821	12/08/2021	37265	.34
	21.57		PACK OF LEAD PENCILS	402-60-2219		/ /	37265	12.91
	12/08/2021		REAM OF 8.5" X 14"	402-60-2219		/ /	37265	8.32
			INVOICE#1RFY-VGPI-6D6G ACCT#					
			A3JI65BS912J5M					
COUNTY ROAD DEPARTMENT 21.57								
01 R	118594	AMAZON BUSINESS	CLASSIFICATION AND FILE FOLDERS	401-14-2219	2712821	12/08/2021	37372	85.67
	85.67		INVOICE#19Y1-CTXX-DWQ6 ACCT#					
	12/08/2021		A3JI65BS912J5M					
RAID GRANT FY18 85.67								
01 R	118595	AMAZON BUSINESS	WHITE BOARDS, STAPLER, PENCILS,	401-82-2219	6012821	12/08/2021	37281	683.07
	1036.97		ERASERS, MAGNETS, HOURS SIGN,				37281	
	12/08/2021		MARKERS, COPY PAPER, CALENDARS				37281	
			PAPER BOATS, NITRILE GLOVES	401-82-2223		/ /	37281	353.90
			INVOICE#13MH-639M-WLNH/					
			1V6Y-1PM7-3QL1					
ANIMAL SERVICES 1036.97								
01 R	118596	AMBITIONS TECHNOLOGY GROUP LLC	LATITUDE 5520 LAPTOP/WORKSTATION	401-49-2218	7612821	12/08/2021	37275	1679.39
	2083.92		TAX	401-49-2218		/ /	37275	29.53
	12/08/2021		SHIPPING/HANDLING	401-49-2218		/ /	37275	375.00
			GRANTS ASSISTANT				37275	
			SENAIDA CHAVEZ				37275	
			INVOICE#9490 ACCT#TORRANCE					
			COUNTY					
GRANT ADMINISTRATION 2083.92								
01 O	118597	AMERICAS PROPANE LP	FILL 500 GAL PROPANE TANK AT	911-80-2209	3512821	12/08/2021	37218	1373.41
	1573.41		CAPILLA PEAK EMERGENCY				37218	
	12/08/2021		COMMUNICATIONS SITE				37218	
			EMERGENCY - EXPIDITE FEE	911-80-2209		/ /	37218	200.00
			ACCT#202648943					
911-DISPATCH CENTER 1573.41								

01 R 118598

AWARDS ETC.

DEPUTY OF THE YEAR PLAQUE

401-50-2271

7112821 12/08/2021

37222

71.50

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
	143.00	COUNTY SHERIFF	TCSO CIVILLIAN OF THE YEAR PLAQUE	401-50-2271		/ /		71.50
	12/08/2021		APPRECIATION PLAQUES				37222	
			ESTIMATED TAX / OTHER FEES				37222	
			INVOICE#02 60423					
	1782.94	CATERPILLAR FINANCIAL SVCS	CORP CONTRACT #001-0767488-000	402-60-2607	8112821	12/08/2021		1782.94
	12/08/2021		MONTH OF NOVEMBER 2021 INVOICE#					
			31736719 ACCT#1998466					
	1782.94	COUNTY ROAD DEPARTMENT	REIMBURSEMENT FOR HOUSING OF	825-70-2172	4512821	12/08/2021		1826080.97
			ICE INMATES FOR SEPTEMBER 2021					
			INVOICE#TCSO-ICE 092021					
	826080.97	ADULT INMATE CARE	INMATE HOUSING 10/1/21-10/31/21	420-70-2172	6312821	12/08/2021		77945.28
			GUARD HOURS MILEAGE X-RAYS	420-70-2173		/ /		6465.80
			INVOICE#ICDF 112021 ACCT#CORE					
			CIVE/TORRANCE					
	84411.08	ADULT INMATE CARE	REIMBURSEMENT FOR HOUSING OF	825-70-2172	7312821	12/08/2021		178114.94
			INMATES OCT 2021					
			REIMBURSEMENT FOR COURT	825-70-2172		/ /		2369.34
			TRANSPORT USMS INMATES OCT 2021					
			REIMBURSEMENT FOR MEDICAL	825-70-2172		/ /		368.96
			TRANSPORTATION OF USMS INMATES					
			OCT 2021 INVOICE#USMS 102021					
			ACCT#CORECIVIC/TORRANCE					
	180853.24	ADULT INMATE CARE	REPAIR HOLE IN WALL IN MANAGER'S	401-15-2215	5112821	12/08/2021		350.00
			OFFICE					
			TAPE, TEXTURE, & PAINT					
			TAX	401-15-2215		/ /		23.62
			INVOICE#0145069					
	373.62	ADMINISTRATIVE OFFICES	2004 CHEVY SILVERADO	402-60-2201	6412821	12/08/2021		265.00
			VIN 1GCHK29224E280901					
			G95842					
			RD16					
			WINDSHIELD REPAIR					
	265.00	COUNTY ROAD DEPARTMENT	MONTHLY GAS FX2022	401-53-2209	812821	12/08/2021		36810
			ACCT#10-4090-000 NOV 2021 FAIR					24.00
	24.00	COUNTY FAIR						

01 R 118606

EMW GAS ASSOCIATION

MONTHLY GAS FY2022

408-91-2209

912821 12/08/2021

36809

237.87

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
237.87	12/08/2021	STATE FIRE ALLOTMENT	ACCT#60-5390-000 NOV 2021 DIST 3 VFD					
01 R 118607	12/08/2021	EMW GAS ASSOCIATION	MONTHLY GAS FY2022	401-36-2209	1012821	12/08/2021	36812	125.17
125.17	12/08/2021	ESTANCIA PMS NOV 2021	ESTANCIA PMS NOV 2021 ACCT# 10-5870-010					
125.17	12/08/2021	ESTANCIA SENIOR CENTER	MONTHLY GAS FY2022	401-37-2209	1112821	12/08/2021	36811	147.00
147.00	12/08/2021	EMW GAS ASSOCIATION	MONTHLY GAS FY2022					
147.00	12/08/2021	MORIARTY SC NOV 2021	MORIARTY SC NOV 2021 ACCT# 20-2330-010					
147.00	12/08/2021	MORIARTY SENIOR CENTER	MONTHLY GAS FY2022	401-82-2209	1212821	12/08/2021	36818	162.93
162.93	12/08/2021	EMW GAS ASSOCIATION	MONTHLY GAS FY2022					
162.93	12/08/2021	ANIMAL SERVICES	ANIMAL SERVICES NOV 2021 ACCT# 60-0580-010					
162.93	12/08/2021	ANIMAL SERVICES	MONTHLY GAS FY2022	408-91-2209	1312821	12/08/2021	36809	126.31
126.31	12/08/2021	EMW GAS ASSOCIATION	MONTHLY GAS FY2022					
126.31	12/08/2021	STATE FIRE ALLOTMENT	DIST 3 VFD NOV 2021 ACCT# 60-9250-000					
126.31	12/08/2021	STATE FIRE ALLOTMENT	MONTHLY GAS FY2022	406-91-2209	1412821	12/08/2021	36807	187.52
187.52	12/08/2021	EMW GAS ASSOCIATION	MONTHLY GAS FY2022					
187.52	12/08/2021	STATE FIRE ALLOTMENT	DIST 2 VFD NOV 2021 ACCT# 70-3680-000					
187.52	12/08/2021	STATE FIRE ALLOTMENT	MONTHLY GAS FY2022	401-15-2209	1512821	12/08/2021	36816	726.88
726.88	12/08/2021	EMW GAS ASSOCIATION	MONTHLY GAS FY2022					
726.88	12/08/2021	ADMINISTRATIVE OFFICES	COURTHOUSE NOV 2021 ACCT# 10-1850-000					
726.88	12/08/2021	ADMINISTRATIVE OFFICES	MONTHLY GAS FY2022	402-61-2209	1612821	12/08/2021	36813	445.38
445.38	12/08/2021	EMW GAS ASSOCIATION	MONTHLY GAS FY2022					
445.38	12/08/2021	COUNTY ROAD SHOP	ROAD NOV 2021 ACCT# 10-1860-000					
445.38	12/08/2021	COUNTY ROAD SHOP	MONTHLY GAS FY2022	402-61-2209	1712821	12/08/2021	36813	60.99
60.99	12/08/2021	EMW GAS ASSOCIATION	MONTHLY GAS FY2022					
60.99	12/08/2021	COUNTY ROAD SHOP	ROAD NOV 2021 ACCT#10-5690-000					
60.99	12/08/2021	COUNTY ROAD SHOP	MONTHLY GAS FY2022	418-91-2209	1812821	12/08/2021	36806	107.81
107.81	12/08/2021	EMW GAS ASSOCIATION	MONTHLY GAS FY2022					
107.81	12/08/2021	STATE FIRE ALLOTMENT	DIST 6 VFD NOV 2021 ACCT# 30-0500-000					
107.81	12/08/2021	STATE FIRE ALLOTMENT	MONTHLY GAS FY2022	418-91-2209	1812821	12/08/2021	36806	107.81

01 R 118616

EMW GAS ASSOCIATION

MONTHLY GAS BILLING DIST 5 VFD 405-91-2209

1912821 12/08/2021

167.32

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
300.56	12/08/2021	STATE FIRE ALLOTMENT	NOV 2021 ACCT#71-6230-000 ACCT#71-4510-000	405-91-2209	2012821	12/08/2021	36808	133.24
01 R 118617	75.44	EMW GAS ASSOCIATION	MONTHLY GAS FY2022 HEALTH DEPT NOV 2021 ACCT# 10-1990-010	401-24-2209	2112821	12/08/2021	36814	75.44
01 R 118618	33.25	EMW GAS ASSOCIATION	MONTHLY GAS FY2022 CLERK/NOV 2021 ACCT#10-6380-000	612-20-2308	2112821	12/08/2021	36814	33.25
01 R 118619	820.33	EMW GAS ASSOCIATION	MONTHLY GAS FY2022 JUDICIAL NOV 2021 ACCT#10-6000- 000	401-16-2209	2212821	12/08/2021	36815	820.33
01 R 118620	131.69	EMW GAS ASSOCIATION	MONTHLY GAS FY2022 DISPATCH NOV 2021 ACCT# 60-9530-000	911-80-2209	2312821	12/08/2021	36805	131.69
01 R 118621	221.23	EMW GAS ASSOCIATION	MONTHLY GAS SHERIFF EVIDENCE ACCT # 10-6140-001 NOV 2021	401-50-2209	7912821	12/08/2021	37296	221.23
01 R 118622	1329.85	ESTANCIA, TOWN OF	ESTANCIA SC/#249 JUDICIAL/#40 SHERIFF/1380 NOV 2021	401-36-2210 401-16-2210 401-50-2210	3112821	12/08/2021	36732	120.59
01 R 118623	98.46	ESTANCIA SENIOR CENTER	COUNTY ADMIN/1112 ROAD DEPT/1108 FAIR GROUNDS/750 TCPO - HEALTH DEPT	401-15-2210 402-60-2210 401-53-2210 401-24-2210	3212821	12/08/2021	36716	411.87
01 R 118624	35038.66	ENVSWA	JUDICIAL COMPLEX MAINT 266.14 COUNTY ROAD DEPARTMENT 191.78 COUNTY SHERIFF 120.59 COUNTY FAIR 120.42	423-26-2301 423-26-2301	4212821	12/08/2021	36716	191.78
01 R 118625	34997.18	ENVIRONMENTAL GROSS RE 35038.66	COUNTY ENVIRONMENTAL NOV 2021 COUNTY AREA GROSS RECEIPTS-403 REMITTED IN ERROR -257.65 AND OCT CMP TAX REMITTED IN ERROR -252.84 INVOICE#NOVEMBER-21			/		34997.18
01 R 118626	12379.78	ENVIRONMENTAL GROSS RE 35038.66	FY2022 TIPPING FEES FOR					12379.78

12379.78
12/08/2021

INVOICE#3318 ACCT#720970000547

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COUNTY COMMISSION	12379.78							
01 R 118625	EVSWA		COUNTY ENVIRONMENTAL	423-26-2301	5412821	12/08/2021		16.54
29164.55			COUNTY AREA GROSS RECEIPTS-403	423-26-2301		/ /		29148.01
12/08/2021			INVOICE#OCTOBER-21					
ENVIRONMENTAL GROSS RE	29164.55							
01 R 118626	GUSTIN HARDWARE INC.		MISC. ELECTRICAL, PLUMBING,	401-15-2215	5212821	12/08/2021	36615	35.85
35.85			INVOICE#270670 ACCT#TORR CO					
12/08/2021			MAINT					
ADMINISTRATIVE OFFICES	35.85							
01 R 118627	GUSTIN HARDWARE INC.		PRESSURE WASHER 4200PSI	402-60-2250	6512821	12/08/2021	37371	1399.95
1399.95			INVOICE#278675 ACCT#126					
12/08/2021								
COUNTY ROAD DEPARTMENT	1399.95							
01 R 118628	HEARST TELEVISION		75,000 ADVERTISING IMPRESSION	401-21-2221	3712821	12/08/2021	37023	500.00
539.37			TAXES	401-21-2221		/ /	37023	39.37
12/08/2021			INVOICE#573980DIGI021					
ELECTIONS	539.37							
01 R 118629	HOLLYFRONTIER REFINING &		IFB 2022-02 - CSS-1 FOG SEAL	402-62-2403	3612821	12/08/2021	37292	35702.52
38128.17			STATE TAX (5.125%)	402-62-2403		/ /	37292	1829.75
12/08/2021			COUNTY TAX (1.625%)	402-62-2403		/ /	37292	580.17
			CAP					
			EWING ROAD					
			INDIAN HILLS					
			ADDITIONAL FREIGHT					
			INVOICE#4915/4917/4916					
CAP PROJECT	38128.17							
01 R 118630	HOMESTEAD WATER CO.		UTILITY PAYMENT FY2022	405-91-2210	212821	12/08/2021	36711	69.45
69.45			INVOICE DATE 12/1/2021					
12/08/2021								
STATE FIRE ALLOTMENT	69.45							
01 R 118631	INSURANCE SERVICES OF NEW MEXICO		TORRATORY BOND	401-56-2269	6612821	12/08/2021	37358	50.00
50.00			DEMUNICA GARCIA				37358	
12/08/2021			INVOICE#0601					
ATTORNEY	50.00							
01 R 118632	JUNIOR'S TIRE & AUTO PARTS INC.		6 LT 235*85R TIRES FOR RESCUE 5	405-91-2201	5812821	12/08/2021	37344	1114.00
1114.00			LP G83320 VIN B43359				37344	
12/08/2021			MILEAGE APPROX 119,000				37344	
			VERBAL APPROVAL BY J BARELA ON				37344	
			11/13/21				37344	
			INVOICE#185327				37344	
STATE FIRE ALLOTMENT	1114.00							

01 R 118633

LOBO INTERNET SERVICES LTD

IT INTERNET SERVICES FY 2022

911-80-2207

2812821 12/08/2021

36714

137.50

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
911-DISPATCH CENTER	137.50							
01 R 118634	12/08/2021	LOBO INTERNET SERVICES LTD	IT INTERNET SERVICES FY2022	401-65-2207	2912821	12/08/2021	36718	155.00
12/08/2021			SERVICE DATES 01/01/2022-01/31/2022					
			ACCT#10715					
OPERATIONS & MAINTENAN	155.00							
01 R 118635	12/08/2021	MGS COMMUNICATIONS	SERVICE ON HANDHELD 2 WAY	402-60-2241	3812821	12/08/2021	37380	930.00
			RADIOS					
			INVOICE#SC21-146					
COUNTY ROAD DEPARTMENT	930.00							
01 R 118636	12/08/2021	MOUNTAINAIR, TOWN OF	WATER	401-27-2210	4112821	12/08/2021	36630	93.16
			GAS	401-27-2209		/ /	36630	250.46
			ACCT#1716 NOV 2021					
MOUNTAINAIR SENIOR CEN	343.62							
01 R 118637	12/08/2021	NEXTIVA INC	NEXTIVA BASE STATION	401-82-2218	2612821	12/08/2021	37216	99.99
			X-650 DECT BASE			/ /	37216	424.95
			4 LINES	401-82-2218		/ /	37216	40.00
			GROUND SHIPPING	401-82-2218		/ /	37216	40.00
			5 - ADDITIONAL CONTRACT LINES				37216	
			WITH FIFTY DOLLAR DISCOUNT				37216	
			TOTAL TAXES AND FEES				37216	
			INVOICE#44456279371				37216	
ANIMAL SERVICES	564.94							
01 R 118638	12/08/2021	NM ONE CALL SYSTEM INC	QUARTERLY ALLOCATION USAGE	402-60-2203	3912821	12/08/2021		800.00
			INVOICE#253009117					
COUNTY ROAD DEPARTMENT	800.00							
01 O 118639	12/08/2021	NW SECRETARY OF STATE	NOTARY PUBLIC APPLICATION FEE	401-56-2269	6712821	12/08/2021	37357	20.00
			DEMUNICA GARCIA				37357	
ATTORNEY	20.00							
01 R 118640	12/08/2021	NUBE GROUP	CONTRACT COVERAGE CHARGE FOR THE	401-10-2203	4812821	12/08/2021		56.28
			11/01/2021 TO 11/30/2021 B/W					
			BEGIN 94,586 END 96,744=2158					
			COLOR BEGIN 32,559 END 33,443=					
			884 INVOICE#IN52545 ACCT#TC11					
COUNTY MANAGER	56.28							

01 R 118641
69.53

NUBE GROUP

845 COLOR COPIES INVOICE#
IN52546 ACCT#TC12

401-08-2203

5612821 12/08/2021

69.53

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
	12/08/2021							
PLANNING & ZONING 69.53								
01 R	118642	NUBE GROUP	COLOR COPY OVERAGES 10/01/2021- 401-55-2203		6112821	12/08/2021		97.42
	12/08/2021		10/31/2021 INVOICE#INS1976					
			ACCT#TC10					
FINANCE DEPARTMENT 97.42								
01 R	118643	NUBE GROUP	CONTRACT OVERAGE CHARGE	612-20-2203	6812821	12/08/2021		40.40
	12/08/2021		11/1/21-11/29/21 INVOICE#					
			INS1974 ACCT#TC08					
COUNTY CLERK 40.40								
01 R	118644	OTERO, MARY YVONNE	TRAVEL TO ALBUQUERQUE NM 2021	401-20-2205	2412821	12/08/2021		281.60
	12/08/2021		JOINT STOCKMAN CONVENTION					
			12/13/2021					
COUNTY CLERK 281.60								
01 R	118645	PENGUIN MANAGEMENT INC.	6 MTHS DEPUTY CHIEF PLAN	407-91-2271	2512821	12/08/2021	36830	163.79
	12/08/2021		6 MTHS ADDITIONAL SINGLE TONE	406-91-2271	/	/	36830	163.79
			PAIR	408-91-2271	/	/	36830	163.79
			6MTHS STREAMING AUDIO	409-91-2271	/	/	36830	163.79
			DECEMBER 1, 2021 - MAY 31, 2022	405-91-2271	/	/	36830	163.78
			NWGRT	418-91-2271	/	/	36830	163.78
			INVOICE#67217	413-91-2271	/	/	36830	163.78
STATE FIRE ALLOTMENT 1146.50								
01 O	118646	PETERS, NICHOLE	CFR RECERT FOR J TUCKER	911-85-2266	612821	12/08/2021	37232	30.00
	12/08/2021		AND B DAUGHERTY				37232	
DFA TRAINING GRANT 30.00								
01 R	118647	PLATEAU WIRELESS	IT INTERNET		3012821		36717	3273.04
	12/08/2021		LARGE BUSINESS BLAZE	401-65-2207	/	/	36717	3273.04
			LANDLINE CHARGES DISTRICT 1 VFD				36717	
			ACCT#3061934					
OPERATIONS & MAINTENAN 3273.04								
01 R	118648	PRESBYTERIAN MEDICAL SERVICES	MFHC RPCHA FY2022 FOR OCT	616-18-2272	7512821	12/08/2021		7502.00
	12/08/2021		2021 DAILY OPERATIONS INVOICE#					
			OCT-21					
RPCHA GRANT FY20 7502.00								
01 R	118649	PUBLIC SAFETY PSYCHOLOGY GROUP	HB93 TRAINING - C. SNOW		112821	12/08/2021	37268	188.78
	12/08/2021		INVOICE#25751					
DFA TRAINING GRANT 188.78								
01 R	118650	RICH FORD SALES	THE WORKS PACKAGE		412821	12/08/2021	37329	79.30

79.30
12/08/2021

2020 FORD F150 SS#3
VIN: 11269

37329
37329

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COUNTY COMMISSION 79.30 LP: 11095G INVOICE#2037840								
01 R	118651	RICH FORD SALES	THE WORKS PACKAGE	401-05-2201	5012821	12/08/2021	37330	66.04
	66.04		2020 FORD ESCAPE				37330	
	12/08/2021		VIN: 62579					
			LP: 11024G					
			INVOICE#2037797 1/2					
COUNTY COMMISSION 66.04 SAMBA HOLDINGS, INC.								
01 R	118652		MVR SERVICE FEE	401-10-2271	4412821	12/08/2021		8.54
	323.31		STATE FEE	401-10-2271				27.75
	12/08/2021		Q LICENSE SUBSCRIPTION	401-10-2271				251.29
			DATA FEE INVOICE#INV00762856	401-10-2271				35.73
			ACCT#M00003632					
COUNTY MANAGER 323.31								
01 R	118653	SENERGY PETROLEUM, LLC	FUEL CARDS ACCT#65865	402-60-2202	4012821	12/08/2021		3582.64
	12697.52		11/30/21 INVOICE#815981					
	12/08/2021		SHOP TANKS INVOICE#224111	402-60-2202	6212821	12/08/2021		9114.88
			CUST ID#37736					
COUNTY ROAD DEPARTMENT 12697.52								
01 R	118654	SOUTHWEST COPY SYSTEMS	833 COLOR COPIES	401-30-2221	7412821	12/08/2021		37.82
	40.92		TAX OVERAGES FOR 10/09/2021-	401-30-2221				3.10
	12/08/2021		11/08/2021 INVOICE#473150					
			ACCT#C028					
COUNTY TREASURER 40.92								
01 R	118655	STAPLES BUSINESS ADVANTAGE	TAPE, FACIAL TISSUE, PENS,	401-30-2219	6912821	12/08/2021		476.56
	476.56		STAPLES, PAPER TOWELS, HAND					
	12/08/2021		SANITIZER, CALCULATOR RIBBONS,					
			RUBBER BANDS, RECEIPT PAPER,					
			POST-IT NOTES, CLOROX SPRAY,					
			CLOROX WIPES, AND BATTERIES.					
			INVOICE#3492307121/3492307122					
			ACCT#394849					
COUNTY TREASURER 476.56								
01 R	118656	STAPLES BUSINESS ADVANTAGE	CALENDAR	401-50-2219	7212821	12/08/2021		93.47
	946.07		LOCKERS INVOICE#3492184488	620-94-2611				852.60
	12/08/2021		ACCT#DAL 70109685					
COUNTY SHERIFF 93.47								
01 R	118657	TAVENNER'S TOWING & RECOVERY	INFRASTRUCTURE GROSS R	411-92-2201	5712821	12/08/2021		291.84
	743.06		TOW RESCUE 1-2 FORD F-350					
	12/08/2021		LE NONE VIN 1FDWF36R49EA91107					
			MILEAGE: APPROX 105000					
			TOW BAC KTO DISTRICT 3 MAIN FROM					
			V-HILL AND RT 66					
			VERBAL APPROVAL BY N. SEDILO ON					

11/12/21
INVOICE#68365

373#2

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			1/4% FIRE EXCISE TAX	743.06				
01 R	118658	TLC PLUMBING & UTILITY	TROUBLESHOOT WALK-IN FREEZER	401-27-2215	3312821	12/08/2021	36781	817.69
	12/08/2021		MOUNTAINAIR SENIOR CENTER				36781	
			WORKER ORDER # 496				36781	
			NMSWPA 90-000-18-00073				36781	
			INVOICE#SMS537001					
			MOUNTAINAIR SENIOR CEN	817.69				
01 R	118659	TLC PLUMBING & UTILITY	DIAGNOSE AND/OR REPAIR/REPLACE	401-37-2215	4612821	12/08/2021	37297	290.97
	12/08/2021		ANGLE STOP IN RESTROOM				37297	
			MORIARTY SENIOR CENTER				37297	
			WORK ORDER # 674				37297	
			INVOICE#SM53621201 ACCT#21945					
			MORIARTY SENIOR CENTER	290.97				
01 R	118660	TLC PLUMBING & UTILITY	TOILET COMPLETE REBUILD	401-82-2215	4712821	12/08/2021	37328	324.00
	12/08/2021		DIAGNOSTIC AND TRAVEL	401-82-2215		/ /	37328	162.00
			TAX	401-82-2215		/ /	37328	38.28
			INVOICE#SM5362302 ACCT#21945					
			ANIMAL SERVICES	524.28				
01 R	118661	TOPPER TOWN	ARE DCU (DELUXE COMMERCIAL UNIT)	401-82-2618	512821	12/08/2021	36788	3200.00
	12/08/2021		ALU RACK ROOF RACK	401-82-2618		/ /	36788	1100.00
			INVOICE#54863					
			ANIMAL SERVICES	4300.00				
01 R	118662	TYLER TECHNOLOGIES, INC	EAGLE & INCODE	401-65-2228	5312821	12/08/2021	36687	162.28
	12/08/2021		INVOICE#025-354160 ACCT#54200					
			OPERATIONS & MAINTENAN	162.28				
01 R	118663	VIA HOMES & DEVELOPMENT LLC	JUCC AND GC	635-68-2272	7712821	12/08/2021		2068.00
	12/08/2021		NOV 1-30 2021 GROSS RECEIPTS TAX	635-09-2272		/ /		169.56
			INVOICE#23					
			CYFD JUVENILE JUSTICE	2068.00				
			WIND PILOT	169.56				
01 R	118664	WAGNER EQUIPMENT CO.	EMERGENCY TROUBLE SHOOT AND	911-80-2218	3412821	12/08/2021	37233	1860.09
	12/08/2021		REPAIR OF BACKUP GENERATOR AT				37233	
			CAPILLA PEAK COM SITE				37233	
			NMSWPA 00-00000-20-00130				37233	
			INVOICE#S15W0781042 ACCT#88059					
			911-DISPATCH CENTER	1860.09				

01 R 118665

WARE, SIDNEY K

12 SESSIONS OF BOYS COUNCIL

635-68-2272

7812821 12/08/2021

1980.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
2132.21	12/08/2021		COMPLETED NOV 2021					152.21
			GROSS RECEIPTS TAX INVOICE#	635-09-2272				
			171					
01 R	118666	WESTERN TRAILS VETERINARY INC.	SMALL STERILIZATIONS	401-82-2272	5512821	12/08/2021		65.00
			OFFICE VISITS/WEDS	401-82-2272				194.64
			INVOICE#174801 ACCT#238					
01 R	118667	WILLARD, VILLAGE OF	WATER FOR DISTRICT 6 VFD	418-91-2210	8012821	12/08/2021	36704	77.73
			10/25/2021 TO 11/29/2021					
01 R	118668	ZIA GRAPHICS INC.	2021 SAFETY PERFORMANCE JACKET	600-06-2248	4912821	12/08/2021		285.00
			PORT AUTHORITY J754R BLACK					
			REFLECTIVE					
			1 LARGE & 2 MEDIUM					
			LEFT CHEST LOGO					
			SAFETY PERFORMANCE AWARD 2021					
			LEFT SHOULDER - AMERICAN FLAG					
			RIGHT SHOULDER - SAFETY					
			COMMITTEE PATCH					
			INVOICE#61884					
01 R	118681	ADVANCED COMMUNICATIONS &	XL-200P DUAL BAND PORTABLE RADIO	411-92-2218	97121421	12/15/2021	37003	4292.00
			FEATURE PACKAGE, ALL BANDS,	411-92-2218			37003	2220.00
			V+U+7/800					
			XL-FL9E AES ENCRYPTION	411-92-2218			37003	.02
			FEATURE, SINGLE-KEY DES	411-92-2218			37003	.02
			ENCRYPTION					
			FEATURE, P25 PHASE 2, TDMA	411-92-2218			37003	370.00
			BATTERY, LI-ION, 3100 MAH	411-92-2218			37003	222.00
			CHARGER, 1-BAY	411-92-2218			37003	222.00
			ANTENNA, FLEX, HELICAL,	411-92-2218			37003	148.00
			136-870 MHZ,					
			BELT CLIP, METAL	411-92-2218			37003	37.00
			SPEAKER MICROPHONE, EMERGENCY	411-92-2218			37003	333.00
			BUTTON					
			CHARGER, VC4000	411-92-2218			37003	259.00
			POWER ADAPTER KIT,	411-92-2218			37003	51.80
			VC4000 CHARGER					
			EARPHONE, LAPEL MICROPHONE, FM	411-92-2218			37003	96.20
			P25 TRUNKING, PHASE 1 TRUNKING	411-92-2218			37003	2220.00
			FREIGHT	411-92-2218			37003	95.00
			NMSWPA 80-000-18-00027				37003	
			INVOICE#187469 ACCT#TORRAN					
01 O	118682	AIRGAS USA LLC	18 OXYGEN USP DA MED CGA 870	406-91-2230	2121421	12/14/2021		224.47
			3 OXYGEN USP 125 CGA 540	408-91-2230				224.47
			4691.59					
			1/4% FIRE EXCISE TAX 10566.04					

12/15/2021

INVOICE#9120171604 ACCT#2296717 405-91-2230
CYLINDER LEASE RENEWAL 406-91-2230

3121421 12/14/2021

224.47
135.79

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			01/01/2022 TO 12/31/2022	408-91-2230		/ /		135.79
			INVOICE#9984826706 ACCT#2296717	405-91-2230		/ /		135.78
			RENT-CYLINDER MED/LARGE OXYGEN	405-91-2230	4121421	12/14/2021		63.87
			RENT-CYLINDER MED/XS OXYGEN	405-91-2230		/ /		75.28
			HAZMAT FEE	405-91-2230		/ /		20.19
			SALES TAX INVOICE#9984610933	405-91-2230		/ /		12.25
			ACCT#2287851					
			450 DAYS RENT CYL MED XS OXYGEN	406-91-2230	5121421	12/14/2021		135.53
			HAZMAT SALES TAX INVOICE#	408-91-2230		/ /		135.53
			9984708853 ACCT#2296717	405-91-2230		/ /		135.53
			CYLINDER RENT MED/XS OXYGEN	406-91-2230	8121421	12/14/2021		112.92
			HAZMAT	406-91-2230		/ /		17.09
			SALE TAX INVOICE#99838725434	406-91-2230		/ /		8.78
			ACCT#2287851					
			3 RENT-CYLINDER MED/LARGE	405-91-2230	41121421	12/14/2021		63.87
			RENT-CYLINDER MED/XS OXYGEN	405-91-2230		/ /		75.28
			HAZMAT FEE	405-91-2230		/ /		20.19
			SALES TAX/INVOICE#9983872533	405-91-2230		/ /		12.25
			ACCT#2287851					
			11 CYLINDER LEASE RENEWALS	406-91-2230	42121421	12/14/2021		427.13
			INVOICE#9984090910	408-91-2230		/ /		427.13
			ACCT#2296717					
			RENT-CYLINDER MED/LARGE OXYGEN	405-91-2230		/ /		427.12
			RENT-CYLINDER MED/XS OXYGEN	405-91-2230	45121421	12/14/2021		60.27
			HAZMAT FEE	405-91-2230		/ /		72.88
			TAXES/INVOICE#9982401887	405-91-2230		/ /		19.23
			ACCT#2287851	405-91-2230		/ /		11.71
			16 CYLINDER RENT MED XS OXYGEN	406-91-2230	46121421	12/14/2021		125.91
			HAZMAT SALES TAX	408-91-2230		/ /		125.91
			INVOICE#9982458601 ACCT#2296717	405-91-2230		/ /		125.91
			DAYS RENT CYL MED XS OXYGEN	408-91-2230	47121421	12/14/2021		339.72
			HAZMAT	408-91-2230		/ /		38.88
			SALES TAX INVOICE#9983943798	408-91-2230		/ /		25.56
			ACCT#2296717					
			OXYGEN USP 125 CGA 540 OXYGEN	406-91-2230	48121421	12/14/2021		164.97
			USP MEDICAL PURE 200 CGA 540	408-91-2230		/ /		164.97
			16 OXYGEN USP DA MED CGA 870	405-91-2230		/ /		164.96
			INVOICE#9118820210 ACCT#2296717					
			STATE FIRE ALLOTMENT 4691.59					
			ALBUQUERQUE COMPUTER & 434.95					
			12/15/2021					
			COLLECTION AND SECURE TRANSPORT 401-65-2271	401-65-2271	83121421	12/14/2021		150.00
			OF ALL DECOMMISSIONED ELECTRONIC					
			DATA DESTRUCTION	401-65-2271		/ /		37298
			ESTIMATED COD	401-65-2271		/ /		37298
			ESTIMATED TAX	401-65-2271		/ /		25.00
			IT DEPARTMENT HARDWARE	401-65-2271		/ /		25.00
			INVOICE#7443 ACCT#TORR3819			/ /		24.95
			OPERATIONS & MAINTENAN 434.95					
			ALBUQUERQUE OFFICE SYSTEMS					
			120X36 TABLE FOR COMMISSION ROOM 401-05-2218	401-05-2218	90121421	12/15/2021		1296.33
			144X36 TABLE FOR COMMISSION ROOM 401-05-2218	401-05-2218		/ /		1582.25
			LABOR TO DELIVER & INSTALL	401-05-2218		/ /		180.00
			PER DRAWING PROVIDED					
			FUEL CHARGE FOR DELIVERY	401-05-2218		/ /		35.00
			SALES TAX 8.175%	401-05-2218		/ /		14.74
			INVOICE#9704					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	11/15/2021	ARTESIA FIRE EQUIPMENT INC	ROM-SHUTTERS ROM CONFIGURABLE	405-91-2248	22121421	12/14/2021	37123	1675.00
			SHUTTER AS PER S/N 119907				37123	
			REPLACEMENT DOOR FOR ROSENBAUER				37123	
			3062 ENGINE 5				37123	
			VIN: 1HTWARZ6AJ271503				37123	
			LP: G83319				37123	
			INVOICE#76082					
STATE FIRE ALLOTMENT 1675.00								
01 R	11/15/2021	AT & T MOBILITY LLC	FY2022 CELL PHONE CHARGES	420-74-2207	59121421	12/14/2021	36742	337.84
			NOV 2021					
			FY2022 CELL PHONE CHARGES	401-50-2207	60121421	12/14/2021	36741	24445.04
			NOV 2021 INVOICE#287289563904X					
			11262021 ACCT#287289563904/					
			28728956645					
			FY2022 CELL PHONE CHARGES	401-05-2207	61121421	12/14/2021	36743	101.70
			NOV 2021 COMMISSION					
			LAWYER DEPARTMENT	401-56-2207	62121421	12/14/2021	36744	45.79
			NOV 2021					
			FY2022 CELL PHONE CHARGES	401-65-2207	63121421	12/14/2021	36747	93.24
			OPS NOV 2021					
			CFO/FINANCE DEPARTMENT	401-55-2207	64121421	12/14/2021	36745	53.20
			NOV 2021					
			FY2022 CELL PHONE CHARGES	401-55-2207	64121421	12/14/2021	36745	160.75
			EMERGENCY MANAGEMENT NOV 2021	604-83-2207	65121421	12/14/2021	36746	186.48
			FIRE ADMIN	413-91-2207	66121421	12/14/2021	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
			FY2022 CELL PHONE CHARGES	402-60-2207	67121421	12/14/2021	36749	1072.04
			ROAD NOV 2021					
			FY2022 CELL PHONE CHARGES	401-65-2207	68121421	12/14/2021	36750	139.72
			MAINTENANCE NOV 2021					
			FY2022 CELL PHONE CHARGES	401-14-2207	69121421	12/14/2021	36751	45.79
			HR NOV 2021					
			FY2022 CELL PHONE CHARGES	401-08-2207	70121421	12/14/2021	36752	239.07
			PZ NOV 2021					
			FY2022 CELL PHONE CHARGES	401-82-2207	71121421	12/14/2021	37157	231.30
			ANIMAL SERVICES NOV 2021					
			FY2022 CELL PHONE CHARGES	911-80-2207	72121421	12/14/2021	37155	241.42
			DISPATCH NOV 2021					
			FY2022 CELL PHONE CHARGES	420-73-2207	73121421	12/14/2021	36754	45.79
			COMMUNITY MONITOR NOV 2021					
			FY2022 CELL PHONE CHARGES	605-02-2207	74121421	12/14/2021	36755	45.79
			DWI NOV 2021					
			FY2022 CELL PHONE CHARGES	690-86-2207	75121421	12/14/2021	36756	183.16
			DV NOV 2021					
			TREASURER DEPARTMENT	401-30-2207	76121421	12/14/2021	36757	206.08
			NOV 2021					
			FY2022 CELL PHONE CHARGES	401-49-2207	77121421	12/14/2021	36758	50.94
			GRANTS NOV 2021					
			FY2022 CELL PHONE CHARGES	401-10-2207	78121421	12/14/2021	36759	189.78
			NOV 2021					
			FY2022 CELL PHONE CHARGES	401-90-2207	79121421	12/14/2021	37158	50.85

PROBATE NOV 2021

FY2022 CELL PHONE CHARGES

401-20-2207

80121421 12/14/2021

37156

141.35

1

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
TRANSPORTATION OF PRIS 337.84 COUNTY SHERIFF 2445.04 COUNTY COMMISSION 101.70								
ATTORNEY 45.79 OPERATIONS & MAINTENAN 232.96 FINANCE DEPARTMENT 213.95								
COMMUNICATIONS/EMS TAX 186.48 STATE FIRE ALLOTMENT 745.92 COUNTY ROAD DEPARTMENT 1072.04								
RAID GRANT FY18 45.79 PLANNING & ZONING 239.07 ANIMAL SERVICES 231.30								
911-DISPATCH CENTER 241.42 COMMUNITY MONITORING 45.79 DWI LOCAL GRANT FY20 45.79								
DV CONTRACT F20 183.16 COUNTY TREASURER 206.08 GRANT ADMINISTRATION 50.94								
COUNTY MANAGER 189.78 PROBATE JUDGE 50.85 COUNTY CLERK 141.35								
COUNTY ASSESSOR 456.82								
=====								
01 R	118687	BANK OF AMERICA	SANTA SUIT, TCSSO THANKSGIVING & 401-50-2224		26121421	12/14/2021	37339	824.68
			CHRISTMAS EVENT ITEMS, TOTES FOR				37339	
			FOOD DRIVE AND TOY DRIVE				37339	
			INVOICE#11/18/2021					
=====								
COUNTY SHERIFF 824.68								
=====								
01 R	118688	BANK OF AMERICA	SURVY MONKEY SUBSCRIPTION 401-14-2269		25121421	12/14/2021	37355	960.76
			COVID-19 VACCINATION				37355	
			EMPLOYEE SURVEY				37355	
			INVOICE#41715365					
=====								
COUNTY SHERIFF 960.76								
=====								
01 R	118689	BANK OF AMERICA	PARTS FOR VEHICLES: 402-60-2244		27121421	12/14/2021	37327	455.69
			RINGS, FILTERS, WINDSHIELD				37327	
			WIPERS, BOLTS, TOWELS, AND				37327	
			FLUIDS.				37327	
			INVOICE#533736-065822					
=====								
COUNTY SHERIFF 455.69								
=====								
01 R	118690	BANK OF AMERICA	AIR FILTERS OIL FILTERS FUEL 402-60-2244		28121421	12/14/2021		875.67
			FILTERS LIGHT BULBS LAMP HEAD					
			LIGHT SWITCH PUMP AIR					
			CONDITIONER AND HEATER DOOR					
			INVOICE#066258-065981-066269					
			REF PO#37327					
=====								
COUNTY SHERIFF 875.67								
=====								
01 R	118691	BANK OF AMERICA	SUPPLIES FOR TEEN COURT PROJECT 605-02-2219		29121421	12/14/2021	37345	32.02
			T OINCLUDE CRICUT GEL PENS AND				37345	
			VINYL				37345	
			INVOICE#48331413395001425915					
=====								
COUNTY SHERIFF 32.02								
=====								
01 R	118692	BANK OF AMERICA	COUNTY ROAD DEPARTMENT 1331.36 DWI LOCAL GRANT FY20 32.02		10121421	12/14/2021	36967	73.57
			NPAS, OPAS, CPAP DEVICES,				36967	
			LUBRICATING JELLY, NASAL				36967	
			CANNALS, NEBULIZER KITS,				36967	
			1 CURAPLEX IV ADMIN SET 10 DROP				36967	
			1 NASAL CANNULA 7 FT TUBING					
			10 CURAPLEX BAG ASSIST NEBULIZER					
			KIT INVOICE#84189072/84274247					
			ACCT#204887					
=====								
COUNTY SHERIFF 73.57								
=====								
01 R	118693	BANK OF AMERICA	IV EXTENSION SET W/ REMOVABLE 411-92-2230		11121421	12/14/2021	37201	37.42
			INVOICE#84275861 ACCT#204887					
			IV EXTENSION SET W/ REMOVABLE					
			6 BLOOD GLUCOSE METER ASSURE					
			PRISM INVOICE#84252390 ACCT#					
			204887					
=====								
COUNTY SHERIFF 49.38								
=====								
01 R	118694	BANK OF AMERICA	IV EXTENSION SET W/ REMOVABLE 411-92-2230		13121421	12/14/2021	37201	82.16
			INVOICE#84254074 ACCT#204887					

IV EXTENSION SET W/ REMOVABLE
SMART CAPNOLINE PEDIATRIC NON

411-92-2230

14121421 12/14/2021

37201

67.44

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			INTUBATED ORAL NASAL W/OXYGEN TUBING INVOICE#84256028 ACCT#204887					
			IV EXTENSION SET W/ REMOVABLE 3 CURAPLEX ALCOHOL PREP PAD 5 COMBAT APPLICATION TOURNIQUET 1 EPINEPHRINE 1MG 1ML AMPULE INVOICE#84256029 ACCT#204887	411-92-2230	15121421	12/14/2021	37201	303.15
			IV EXTENSION SET W/ REMOVABLE CURAPLEX 8' EXTEN SET RMVBLE SURE-LOK NEEDLE FREE CONNECT 50EA/CS INVOICE#84257898 ACCT#204887	411-92-2230	16121421	12/14/2021	37201	63.50
			IV EXTENSION SET W/ REMOVABLE 1 ONDANSETRON 4MG 2ML VIAL 25 EA BX 1 BDIO 25 MM NEEDLE KIT W/ STABILIZER AND EXTENSION SET CS 1 CURAPLEX OXYGEN MAS ADULT 50 EA/CS 12 SYRINGE 10ML IUER-LOC 1/EA 400EA/CS 1 GAUZE PETROLATUM 3 IN X 9IN 12/BX 12BX/CS 4 ENDOTRACHEAL TUBE WITH STYLETTE 7.0 MM ENDOTRACHEAL TUBE WITH STYLETTE 7.5MM 4 ENDOTRACHEAL TUBE WITH STYLETTE 8.0 MM 8 CURAPLEX OXYGEN MASK INFANT 50 EA/CS 6 CURAPLEX MANUAL BLOOD PRESSURE CUFF ADULT INVOICE# 84245616 ACCT#204887	411-92-2230	17121421	12/14/2021	37201	794.74
			IV EXTENSION SET W/ REMOVABLE TRIAGE TAGS NITROGLYCERIN SYRINGES 5 CC SYRINGES 3CC BGL TEST STRIPS IV CATHETERS 18 AND 20 GAUGE ABDOMINAL PADS BD IO 15 MM NEEDLE KIT W/ STABILIZER CURAPLEX 8" EXTENSION SET SUPRAGLOTTIC AIRWAYS CURAPLEX DART IV SOLUTION SMART CAPNOLINES ENDOTRACHEAL TUBES ENDOTRACHEAL TUBES HOLDERS BURN SHEETS BLOOD PRESSURE CUFFS ET TUBE INTRODUCER W/COUDE TIP OXYGEN REGULATORS ARS FOR NEEDLE DECOMPRESSION GLUCOSE GEL BDIO 45MM NEEDLE KIT W/STABILIZER INVOICE#84249343 ACCT#204887	411-92-2230	18121421	12/14/2021	37201	4245.52
			STATE FIRE ALLOTMENT 220.70 1/4% FIRE EXCISE TAX 5643.31					
			01 R 118690 CHALMERS FORD, INC.					
			1655.90					
			12/15/2021					
			REPLACE RED/BLUE LIGHTS WITH AMBER/BLUE	620-94-2618	104121421	/ /	37181	1179.40
			INSTALLATION LABOR	620-94-2618		/ /	37181	400.00
			TAX ON LABOR	620-94-2618		/ /	37181	31.50
			SHOP SUPPLIES	620-94-2618		/ /	37181	45.00
			STATE CONTRACT# 60-000-15-00032 VIN# 1C6RR7XT5F5753808 G-95473 INVOICE#15848				37181	

CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
01 R 118691	12/15/2021	CINTAS CORPORATION NO. 2	COUNTY ADMINISTRATION	600-06-2248	82121421 12/14/2021	36993	478.02
			SHERIFF'S OFFICE			36993	
			ROAD DEPARTMENT	402-60-2248	/ /	36993	453.59
			DISPATCH			36993	
			SHERIFF (INVESTIGATION/EVIDENCE)			36993	
			INVOICE#8402/8405368402 ACCT#				
			10202166/30009096				
RISK MANAGEMENT 478.02 COUNTY ROAD DEPARTMENT 453.59							
01 R 118692	12/15/2021	COAST TO COAST COMPUTER	HP TONER FOR OFFICE	401-20-2219	31121421 12/14/2021	37234	159.99
			& ELECTION PURPOSES			37234	
			INVOICE#A2332410 ACCT#356684				
COUNTY CLERK 159.99							
01 O 118693	12/15/2021	COLUMN SOFTWARE PBC	RFP TC-FY22-01	401-14-2221	113121421 12/15/2021	36798	67.22
			GRIEVANCE HEARING OFFICERS			36798	
			8DD4AC02-0002				
RAID GRANT FY18 67.22							
01 R 118694	12/15/2021	CRYSTAL SPRINGS	5 GALLON DRINKING WATER	401-55-2219	87121421 12/15/2021	36646	11.00
			TICKET#1101210968/1115217645				
			ACCT#12661900				
FINANCE DEPARTMENT 11.00							
01 R 118695	12/15/2021	CRYSTAL SPRINGS	5 GALLON DRINKING WATER	401-20-2219	107121421 12/15/2021	36780	65.55
			ACCT#11610500				
COUNTY CLERK 65.55							
01 R 118696	12/15/2021	CULLIGAN ABQ LLC	WATER DELIVERY SERVICE FOR 12	401-40-2271	103121421 12/15/2021	36728	39.80
			11/10/2021 ACCT#94060				
COUNTY ASSESSOR 39.80							
01 R 118697	12/15/2021	DE LAGE LANDEN FINANCIAL	SERVICECONTRACT SHERIFF COPIER CONTRACT	401-50-2284	49121421 12/14/2021		527.09
			#25551981 INVOICE#74676803				
			ACCT#1304771				
COUNTY SHERIFF 527.09							
01 R 118698	12/15/2021	DE LAGE LANDEN FINANCIAL	SERVICECONTRACT ASSESSOR COPIER	401-40-2284	50121421 12/14/2021		362.41
			CONTRACT#25569228 INVOICE#				
			74677237 ACCT#1341834				
COUNTY ASSESSOR 362.41							
01 R 118699	12/15/2021	DE LAGE LANDEN FINANCIAL	SERVICECONTRACT FIRE ADMIN COPIER	413-91-2271	51121421 12/14/2021		312.63
			CONTRACT#25551986 INVOICE#				
			74679089 ACCT#11304774				
STATE FIRE ALLOTMENT 312.63							

01 R 118700

DE LAGE LANDEN FINANCIAL SERVICE/CONTRACT CLERK COPIER

612-20-2284

52121421 12/14/2021

320.24

CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
	320.24		CONTRACT#25568397 INVOICE#				
12/15/2021			74608024 ACCT#1341834				152.81
COUNTY CLERK	320.24						
01 R 118701		DE LAGE LANDEN FINANCIAL SERVICE	ROAD COPIER CONTRACT#	402-60-2284	53121421	12/14/2021	152.81
152.81			500-50116561 INVOICE#74608549				
12/15/2021			ACCT#1428314				
COUNTY ROAD DEPARTMENT	152.81						
01 R 118702		DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT MANAGER COPIER	401-10-2284	54121421	12/14/2021	327.91
327.91			CONTRACT#74677231 ACCT#1341834				
12/15/2021							
COUNTY MANAGER	327.91						
01 R 118703		DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT P&Z COPIER CONTRACT#	401-08-2284	55121421	12/14/2021	338.28
338.28			25569223 INVOICE#74677235 ACCT#				
12/15/2021			1341834				
PLANNING & ZONING	338.28						
01 R 118704		DE LAGE LANDEN FINANCIAL SERVICE	COPIER PAYMENT FOR DV INVOICE#	690-09-2284	56121421	12/14/2021	265.63
265.63			74677243 ACCT#25569234				
12/15/2021							
WIND PILT	265.63						
01 R 118705		DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT TREASURER COPIER	401-30-2284	57121421	12/14/2021	284.75
284.75			CONTRACT#500-50009152 INVOICE#				
12/15/2021			74683154 ACCT#1329484				
COUNTY TREASURER	284.75						
01 R 118706		DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT FINANCE COPIER CONTRACT	401-55-2284	58121421	12/14/2021	327.91
327.91			#74677242 ACCT#1341834				
12/15/2021							
FINANCE DEPARTMENT	327.91						
01 R 118707		DOCUMENT SOLUTIONS INC	CONTRACT OVERAGE CHARGE INVOICE#	911-80-2203	94121421	12/15/2021	52.57
52.57			IN216623 ACCT#AL5568				
12/15/2021							
911-DISPATCH CENTER	52.57						
01 R 118708		DOUBLE H AUTO	OIL, OIL FILTERS, FUEL FILTERS,		20121421		36665
39.27			WIPER BLADES, ANTIFREEZE,				36665
12/15/2021			BATTERIES, MISCELLANEOUS ITEMS				36665
			NEEDED FOR MINOR VEHICLE	413-91-2201	/	/	39.27
			OIL FILTER NAPA GOLD NAPA 5W30				
			5 QUART NAPA QUART 5W30				
			INVOICE#535510 ACCT#2922				
STATE FIRE ALLOTMENT	39.27						
01 R 118709		DOUBLE H AUTO	OIL, OIL FILTERS, FUEL FILTERS,		43121421		36665

107.34
12/15/2021

WIPER BLADES, ANTIFREEZE,
BATTERIES, MISCELLANEOUS ITEMS
408-91-2201

/

36665
36665
107.34

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
STATE FIRE ALLOTMENT 107.34								
01 R	118710	DOUBLE H AUTO	NEEDED FOR MINOR VEHICLE INVOICE#533060 ACCT#2922	605-03-2201	96121421	12/15/2021	37321	92.15
	12/15/2021		BATTERY FOR DODGE VAN LP: G91825 VIN: 2B5WBZ0PK534601 TAIL LIGHT FOR CHEVY UPLANDER TURN SIGNAL FOR CHEVY UPLANDER LP: G71102 MILEAGE: 215,092 INVOICE#066093/066393 ACCT#1183				37321 37321 37321 37321 37321 37321	6.49 1.29
DWI DISTRIBUTION GRANT 99.93								
01 R	118711	FLEMING CHEMICAL CO INC	BLACK STRETCH VACUUM HOSE BLACK STRETCH VACUUM HOSE UN 1760 GERMICIDAL BOWL CLEANSE FREIGHT INVOICE#56647	401-15-2220 401-16-2220	35121421	12/14/2021	37333 37333 37333 37333	125.92 165.40
ADMINISTRATIVE OFFICES 125.92 JUDICIAL COMPLEX MAINT 165.40								
01 R	118712	GUSTIN HARDWARE INC.			92121421	12/15/2021	36616	2.98
	12/15/2021		OPEN PO REQUEST FOR ALL COUNTY BUILDING SITES FY2022 INVOICE#271387 ACCT#125	401-24-2215 401-27-2215 401-36-2215 401-37-2215 401-53-2215			36616 36616 36616 36616 36616	2.97 2.97 2.97 2.97
HEALTH DEPT BLDG MAINT 2.98 MOUNTAINAIR SENIOR CEN 2.97 ESTANCIA SENIOR CENTER 2.97								
			MORIARTY SENIOR CENTER 2.97 COUNTY FAIR 2.97 MOUNTAINAIR HEALTH CLI 2.98					
			ANIMAL SERVICES 2.98 911-DISPATCH CENTER 2.97					
01 R	118713	GUSTIN HARDWARE INC.	KEY BLANKS 2 NEW KEYS FOR JOHN BUTTRICK ASSISTANT'S OFFICE	401-56-2219	108121421	12/15/2021	37271 37271 37271	1.99
	12/15/2021							
ATTORNEY 1.99								
01 R	118714	HART'S TRUSTWORTHY HARDWARE	LUMBER, PLUMBING, PAINT, ROLLERS/BRUSHES, CLEANING SUPPLIES, MISCELLANEOUS ITEMS NEEDED FOR BUILDING MAINTENANCE REPAIR AND SAFETY EQUIPMENT JULY - DECEMBER 2021 3/8 COMP UNION ALUMINUM RIVET INVOICE#B479356 ACCT#33		7121421		36666 36666 36666 36666 36666 36666	5.58
	12/15/2021							
STATE FIRE ALLOTMENT 5.58								
01 R	118715	HART'S TRUSTWORTHY HARDWARE	SUPPLIES FOR TEEN COURT PROJECT 605-02-2219 T OINCLUDE: PLYWOOD, WHITE PAINT		36121421	12/14/2021	37348 37348	156.45

12/15/2021

RED PAINT, GREEN PAINT, BRASS
PADLOCK, SAFETH HASP, HINGES

37348
37348

CK#	DATE	Name	Amount	Description	Line Item	Invoice #	DATE	PO #	Amount
DWI LOCAL GRANT FY20	156.45			PAINT ROLLERS, ETC.				37348	
01 R 118716	9.48	HART'S TRUSTWORTHY HARDWARE		LUMBER, PLUMBING, PAINT, ROLLERS/BRUSHES, CLEANING SUPPLIES, MISCELLANEOUS ITEMS NEEDED FOR BUILDING MAINTENANCE REPAIR AND SAFETY EQUIPMENT JULY - DECEMBER 2021 PADLOCK W/BUMPER 1-1/2 WINDSHIELD WASH FLUID INVOICE# B474803 ACCT#33	38121421				9.48
STATE FIRE ALLOTMENT	9.48								
01 R 118717	145.60	HART'S TRUSTWORTHY HARDWARE		LUMBER, PLUMBING, PAINT, ROLLERS/BRUSHES, CLEANING SUPPLIES, MISCELLANEOUS ITEMS NEEDED FOR BUILDING MAINTENANCE REPAIR AND SAFETY EQUIPMENT JULY - DECEMBER 2021 FLEX SEAL CLEAR 8" ASSORTED TOILET BOWL RING FLY SWATTER 48' ROPE LIGHT 13G TRASH BAGS 1X1X1 2 COPPER RED SWEAT BALL VALVE 1IP DOIT YOURSELF GASKET BLACK SILICONE GASKET INVOICE#B477265/ C242161 ACCT#33	39121421				145.60
STATE FIRE ALLOTMENT	145.60								
01 R 118718	11.82	HART'S TRUSTWORTHY HARDWARE		LUMBER, PLUMBING, PAINT, ROLLERS/BRUSHES, CLEANING SUPPLIES, MISCELLANEOUS ITEMS NEEDED FOR BUILDING MAINTENANCE REPAIR AND SAFETY EQUIPMENT JULY - DECEMBER 2021 4" ZN BARREL BOLT BOLTS AND FASTENERS INVOICE#B478540 ACCT#33	40121421				11.82
STATE FIRE ALLOTMENT	11.82								
01 R 118719	40.31	HART'S TRUSTWORTHY HARDWARE		OPEN PO REQUEST FOR ALL COUNTY BUILDING SITES FISCAL YEAR FY2022 INVOICE#B485607 ACCT#33	89121421				40.31
JUDICIAL COMPLEX MAINT	40.31								
01 R 118720	40.12	HART'S TRUSTWORTHY HARDWARE		LUMBER, PLUMBING, PAINT, ROLLERS/BRUSHES, CLEANING SUPPLIES, MISCELLANEOUS ITEMS NEEDED FOR BUILDING MAINTENANCE REPAIR AND SAFETY EQUIPMENT JULY - DECEMBER 2021 INVOICE#B475891 ACCT#33	102121421				40.12

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	118721	HORIZONS OF NEW MEXICO	PLANT BASED DOCUMENT DESTRUCTION		88121421			
	12/15/2021		MONTHLY 1-65 GALLON				36727	
			FULL SET OF KEYS	401-40-2271	/	/	36727	2.52
			HORIZON'S 5% FEE				36727	
			INVOICE#SINV028635 ACCT#3242				36727	
			CONTAINER RENTAL JULY 2021					
COUNTY ASSESSOR								
								2.52
01 R	118722	IRON MOUNTAIN RECORDS MANAGEMENT	MONTHLY STORAGE FOR MICRO FILM	612-20-2203	86121421	12/14/2021	37089	193.20
	12/15/2021		NOV 2021 INVOICE#202452981 ACCT					
			#44033.ONM389					
COUNTY CLERK								
								193.20
01 R	118723	JACOBER, BRIDGET	PROFESSIONAL SERVICES CONTRACT	401-05-2275	112121421	12/15/2021	37398	1952.00
	12/15/2021		TORRANCE COUNTY V. CORECIVIC				37398	
COUNTY COMMISSION								
								1952.00
01 R	118724	KXNM-FM 88.7	CONTRACT KXNM COMMUNITY	401-05-2243	84121421	12/14/2021		1250.00
	12/15/2021		BROADCAST FOR COMMISSION MEETING					
			INVOICE#3921					
COUNTY COMMISSION								
								1250.00
01 O	118725	MADE TO ORDER RUBBER STAMPS	NOTARY PRINTER 50 ALL STATES	401-56-2219	30121421	12/14/2021	37359	31.10
	12/15/2021		US MAIL CHARGE	401-56-2219	/	/	37359	4.25
			DEMINICA GARCIA				37359	
			INVOICE#192913				37359	
ATTORNEY								
								35.35
01 R	118726	MARKETING STRATEGIES INC	BUSINESS CARDS (500 COUNT)	401-56-2219	98121421	12/15/2021	37360	54.05
	12/15/2021		DEMINICA GARCIA				37360	
			TAXES				37360	
			INVOICE#6222 ACCT#TORRANCE					
ATTORNEY								
								54.05
01 R	118727	MUELLER INC.	INSULATION FOR SHOP	620-94-2611	32121421	12/14/2021	37381	2281.44
	12/15/2021		INVOICE#646021					
INFRASTRUCTURE GROSS R								
								2281.44
01 R	118728	NM BOARD OF PHARMACY	EMERGENCY MEDICAL SERVICE ANNUAL	411-92-2230	37121421	12/14/2021	37203	50.00
	12/15/2021		LICENSE RENEWAL				37203	
			LICENSE # CL00000103				37203	
			ACCT#CL00000103					
1/4% FIRE EXCISE TAX								
								50.00
01 O	118729	NM DWI COORDINATORS AFFILIATE	AFFILIATE DUES FY2022	605-03-2269	34121421	12/14/2021	37365	150.00
	12/15/2021		TRACEY MASTER				37365	
			INVOICE#TORRANCE-21-22					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	118730	NM WASTE SERVICE INC	RESIDENTIAL CONTAINER SERVICE	408-91-2210	44121421	12/14/2021	36725	68.85
	430.26		INVOICE#193856 ACCT#2997300					
	12/15/2021		4 YD. CONTAINER MONTHLY SERVICE	406-91-2210	100121421	12/15/2021	36726	277.56
			3 MONTHS SERVICE PLUS FINANCE					
			CHARGE JAN.FEB.MARCH 2022					
			INVOICE#194440 ACCT#2859200					
			RESIDENTIAL CONTAINER SERVICE	409-91-2210	101121421	12/15/2021	36724	83.85
			95 GALLON CART 3 MONTHS SERVICE					
			JAN FEB MARCH 2022 INVOICE#					
			194464 ACCT#2997301					
			STATE FIRE ALLOTMENT	430.26				
01 R	118731	PERSONNEL EVALUATION INC.	PERSONNEL EVALUATIONS PROFILES	911-80-2272	95121421	12/15/2021	37350	60.00
	60.00		INVOICE#42461 ACCT#FOREM911					
	12/15/2021							
911-DISPATCH CENTER		60.00						
01 R	118732	PRUDENTIAL OVERALL SUPPLY	MATS AND MOPS COUNTY ADMIN	401-15-2203	93121421	12/15/2021		40.17
	174.59		UNIFORMS STETSON ARELY NICK	401-65-2236		/ /		68.83
	12/15/2021		MARISSA					
			MATS AND MOPS JUDICIAL INVOICE#	401-16-2203		/ /		65.59
			45060-9195/45060-9196 ACCT#					
			6528480					
ADMINISTRATIVE OFFICES	40.17	OPERATIONS & MAINTENAN	68.83	JUDICIAL COMPLEX MAINT				65.59
01 R	118733	PRUDENTIAL OVERALL SUPPLY	MATS AND MOPS COUNTY ADMIN	401-15-2203	105121421	12/15/2021		40.17
	174.59		UNIFORMS STETSON ARELY MARISSA	401-65-2236		/ /		68.83
	12/15/2021		NICK					
			MATS AND MOPS FOR JUDICIAL ACCT#	401-16-2203		/ /		65.59
			6528480 INVOICE#45060-6961					
			45060-6962					
ADMINISTRATIVE OFFICES	40.17	OPERATIONS & MAINTENAN	68.83	JUDICIAL COMPLEX MAINT				65.59
01 R	118734	PRUDENTIAL OVERALL SUPPLY	MATS AND MOPS COUNTY ADMIN	401-15-2203	106121421	12/15/2021		40.17
	174.59		UNIFORMS STETSON ARELY MARISSA	401-65-2236		/ /		68.83
	12/15/2021		NICK					
			MATS AND MOPS FOR JUDICIAL ACCT#	401-16-2203		/ /		65.59
			6528480 INVOICE#45060-7708/					
			45060-7707					
ADMINISTRATIVE OFFICES	40.17	OPERATIONS & MAINTENAN	68.83	JUDICIAL COMPLEX MAINT				65.59
01 R	118735	PRUDENTIAL OVERALL SUPPLY	MATS AND MOPS COUNTY ADMIN	401-15-2203	109121421	12/15/2021		40.17
	174.59		UNIFORMS STETSON ARELY MARISSA	401-65-2236		/ /		68.83
	12/15/2021		NICK					
			MATS AND MOPS FOR JUDICIAL ACCT#	401-16-2203		/ /		65.59
			6528480 INVOICE#45060-8449/					
			45060-8450					
ADMINISTRATIVE OFFICES	40.17	OPERATIONS & MAINTENAN	68.83	JUDICIAL COMPLEX MAINT				65.59
01 R	118736	PUBLIC SAFETY PSYCHOLOGY GROUP RETURN TO DUTY - CARTER	401-50-2272		23121421	12/14/2021	37369	350.00
	377.56		TAX			/ /	37369	27.56

12/15/2021

COUNTY SHERIFF

377.56

INVOICE#25781

12/15/2021

LP: G662956
SOUND OFF ROADS LED BEACON CLEAR 405-91-2248

/ /

37131
37131

1007.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			STATE FIRE ALLOTMENT					1407.00
01 R	118744	U.S. POSTMASTER	LENS WITH RED MODULES ENRBC	401-10-2206	116121421	12/15/2021	37406	8200.00
	12200.00		HOURS LABOR TO REMOVE OLD BEACON 405-91-2248	401-10-2206		/ /	37406	3000.00
	12/15/2021		AND INSTALL NEW			/ /	37406	1000.00
			INVOICE#2053				37406	
			COUNTY MANAGER					12200.00
01 O	118745	UNIVERSAL INVESTIGATION SERVICES	INTERNAL INVESTIGATION	401-14-2272	114121421	/ /	37225	1355.70
	1772.49		DOCUMENT REVIEW, INTERVIEWS,			/ /	37225	
	12/15/2021		INVESTIGATION, & DRIVE TIME			/ /	37225	120.00
			ADMINISTRATIVE TIME			/ /	37225	167.40
			TRIPS TO/FR ESTANCIA			/ /	37225	129.39
			SALES TAX (7.875%)			/ /	37225	
			INVOICE#7429					
			RAID GRANT FY18					1772.49
01 R	118746	US BANK CORPORATE PAYMENT SYSTEM	STATEMENT P2 STATEMENT 11/15/2021	401-08-2202	115121421	12/15/2021		43.03
	20542.63		ACCT#5569-6345-5553-7891/CLERK	401-20-2202		/ /		213.11
	12/15/2021		TREASURER	401-30-2202		/ /		159.53
			SHERIFF	401-50-2202		/ /		12564.44
			TRANSPORT	420-74-2202		/ /		690.90
			OPS AND MAINTENANCE	401-65-2202		/ /		405.44
			ELECTRONIC MONITORING	420-73-2202		/ /		47.73
			ANIMAL SERVICES	401-82-2202		/ /		784.05
			DIST 2 VFD	406-91-2202		/ /		553.31
			DIST 3 VFD	408-91-2202		/ /		399.76
			DIST 4 VFD	409-91-2202		/ /		198.71
			DIST 5 VFD	405-91-2202		/ /		1009.49
			DIST 6 VFD	418-91-2202		/ /		208.03
			FIRE ADMIN	413-91-2202		/ /		2904.75
			EMERGENCY MANAGER	604-83-2202		/ /		199.52
			DWI	605-02-2202		/ /		56.25
			DISPATCH	911-80-2202		/ /		104.58
			PLANNING & ZONING					43.03
			COUNTY CLERK					213.11
			COUNTY SHERIFF					159.53
			TRANSPORTATION OF PRIS					12564.44
			ANIMAL SERVICES					690.90
			COMMUNICATIONS/EMS TAX					405.44
			DWI LOCAL GRANT FY20					5274.05
			LABOR TO REMOVE CAGE/PARTITION					104.58
01 R	118747	WAC UPPIETERS LLC	FROM CHARGER	604-83-2248	110121421	12/15/2021	37274	255.00
	275.08		TAX			/ /	37274	20.08
	12/15/2021		VIN: 174516			/ /	37274	
			LP: 02331G			/ /	37274	
			INVOICE#7769					
			COMMUNICATIONS/EMS TAX					275.08

01 R 118748
223.28

WEST PUBLISHING CORPORATION

LEGAL RESEARCH ENGINE FY2022
INVOICE#845434087 ACCT#

401-56-2269

85121421 12/14/2021

36712

223.28

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
12/15/2021		ATTORNEY	1000641642 DECEMBER 2021					
01 O	118749	411 EQUIPMENT, LLC.	HOURS TO T/S ISSUES WITH UNITS	408-91-2201	19121421	12/14/2021	37299	420.65
	9119.44		MILES TO DISTRICT 3 FROM ABO	411-92-2201		/ /	37299	420.65
12/15/2021			T/S ANY ISSUES WITH UNITS AT DISTRICT 3 STATION				37299	
			SHOP SUPPLIES				37299	
			TAX				37299	
			LD1 - VIN: 002325				37299	
			MILEAGE: 14,507				37299	
			RESCUE 1-2 - VIN: A91107				37299	
			LP: NONE - MILEAGE: 104,231				37299	
			TE3-1 - VIN: Y31415				37299	
			LP: G70800 - MILEAGE: UNKNOWN				37299	
			TE3-2 - VIN: N30307				37299	
			LP: G60034 - MILEAGE: UNKNOWN				37299	
			RESCUE 1-2 - VIN: A91107				37299	
			LP: NONE - MILEAGE: 104,231				37299	
			PARTS				37299	4734.14
			LABOR				37299	
			SHOP SUPPLY				37299	3220.00
			SALES TAX				37299	50.00
			INVOICE#0001709				37299	274.00
			STATE FIRE ALLOTMENT 420.65 1/4% FIRE EXCISE TAX 8698.79					
01 O	118784	A-1 TROPHY CENTER	MEDIUM NEW MEXICO PLAQUE	401-05-2219	74122121	12/22/2021	37407	110.00
	110.00		BLACK/GOLD WITH SUBLIMATED LOGO				37407	
12/22/2021			ELI LUCERO				37407	
			NICK SEDILLO				37407	
			INVOICE#6278					
			COUNTY COMMISSION 110.00					
01 O	118785	ALBUQUERQUE OFFICE SYSTEMS	PANEL ACOUSTIC NPWR 67H 36W,	401-55-2218	21122121	12/22/2021	37363	1724.47
	2955.08		PANEL ACOUSTIC NPWR 67H 42W,				37363	
12/22/2021			PANEL ACOUSTIC NPWR 67H 48W,				37363	
			DRAW ROD 62H, FIN END 67H				37363	
			LABOR MODIFICATION OF PENINSULA	401-55-2218		/ /	37363	95.00
			DESK FOR DESK SET 2				37363	
			2 AND 3, MOVE FILES AND TABLE	401-55-2218		/ /	37363	840.00
			1 FUEL CHARGE TO AND FROM	401-55-2218		/ /	37363	75.00
			ESTANCIA				37363	
			GRT (8.1875%)				37363	220.61
			INVOICE#9720					
			FINANCE DEPARTMENT 2955.08					
01 R	118786	AWARDS ETC.	APPRECIATION PLAQUES	401-50-2271	32122121	12/22/2021	37222	257.53
	308.53		ESTIMATED TAX / OTHER FEES	401-50-2271		/ /	37222	51.00
12/22/2021			INVOICE#02 60791					
			COUNTY SHERIFF 308.53					
01 R	118787	BOUND TREE MEDICAL, LLC	IV EXTENSION SET W/ REMOVABLE	411-92-2230	23122121	12/22/2021	37201	2604.78
	2652.32		VERBAL APPROVAL BY J. OLIVER	411-92-2230		/ /	37201	47.54

12/22/2021

ON 12/7/2021
10 DROP IV ADMIN SETS

37201
37201

CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
1/4%		FIRE EXCISE TAX	2652.32				
01 R	118788	BRUCKNER TRUCK AND EQUIPMENT	TUNE UP FOR 2007 GMC 7500 DUMP	402-60-2244	2122121 12/21/2021	37422	65.11
			TRUCK VIN 7F49950			37422	
			OIL FILTER, CARTRIDGE KIT, GUAGE			37422	
			NMSWPA 90-00000-19-00063			37422	
			INVOICE#11851:01				
COUNTY ROAD DEPARTMENT 65.11							
01 O	118789	CATERPILLAR FINANCIAL SVCS	CORPORATE TAXES ON CONTRACTS	402-60-2607	77122121 12/22/2021		122843.83
			#001-0886816-008/001-0886816-007				
			001-0886816-006/001-0886816-005				
			001-0886816-004/001-0886816-003				
			001-0886816-002/001-0886816-001				
			001-0886816-000				
COUNTY ROAD DEPARTMENT122843.83							
01 R	118790	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FOR FY2022	911-80-2208	50122121 12/22/2021	36698	1328.73
			DECEMBER 2021 DISPATCH ACCT#				
			8880281300/19705500/8880581500				
911-DISPATCH CENTER 1328.73							
01 R	118791	CENTRAL NM ELECTRIC COOP.	MONTHLY CHARGES DECEMBER 2021	409-91-2208	51122121 12/22/2021		112.80
			DIST 4 VFD ACCT#20554000/				
			8880282700 REF PO 36703				
STATE FIRE ALLOTMENT 112.80							
01 R	118792	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FOR FY2022	408-91-2208	52122121 12/22/2021	36702	482.04
			DECEMBER 2021 DIST 3 VFD ACCT#				
			8880074400/19615100/8880488700				
STATE FIRE ALLOTMENT 482.04							
01 R	118793	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FOR FY2022	407-91-2208	53122121 12/22/2021	36701	98.54
			DIST 1 VFD DECEMBER 2021 ACCT#				
			21036000/8880105100/8880625100				
STATE FIRE ALLOTMENT 98.54							
01 R	118794	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FOR FY2022	406-91-2208	54122121 12/22/2021	36700	187.70
			DECEMBER 2021 DIST 2 VFD ACCT#				
			8880099100/19770500				
STATE FIRE ALLOTMENT 187.70							

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01 R 118795	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FOR FY2022	405-91-2208	55122121	12/22/2021	36699	352.82
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CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
	352.82		DECEMBER 2021 DIST 5 VFD ACCT#					
	12/22/2021		19103300/19103200/8880411701					
	STATE FIRE ALLOTMENT	352.82						
01 R	118796	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FOR FY2022	401-53-2208	56122121	12/22/2021	36689	246.59
	246.59		DECEMBER 2021 FAIR ACCT#					
	12/22/2021		404536900/404571500/404572200					
			40572300/8880064700					
	COUNTY FAIR	246.59						
01 R	118797	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FOR FY2022	402-60-2208	57122121	12/22/2021	36694	23.21
	23.21		DECEMBER 2021 ROAD ACCT#					
	12/22/2021		8880133806					
	COUNTY ROAD DEPARTMENT	23.21						
01 R	118798	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FOR FY2022	401-15-2208	58122121	12/22/2021	36688	2198.80
	2198.80		DECEMBER 2021 ADMIN ACCT#					
	12/22/2021		404273000/404273700					
	ADMINISTRATIVE OFFICES	2198.80						
01 R	118799	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FOR FY2022	418-91-2208	59122121	12/22/2021	36695	61.43
	61.43		DECEMBER 2021 DIST 6 VFD ACCT#					
	12/22/2021		207079301					
	STATE FIRE ALLOTMENT	61.43						
01 R	118800	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FOR FY2022	604-83-2208	60122121	12/22/2021	36697	443.67
	443.67		CIVIL DEFENSE DECEMBER 2021 ACCT					
	12/22/2021		#8880104503/8880117505					
	COMMUNICATIONS/EWS TAX	443.67						
01 R	118801	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FOR FY2022	401-21-2308	61122121	12/22/2021	36691	45.64
	45.64		DECEMBER 2021 CLERK/ELECTIONS					
	12/22/2021		ACCT#8880529300					
	ELECTIONS	45.64						
01 R	118802	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FOR FY2022	401-24-2208	62122121	12/22/2021	36692	277.31
	1223.05		MTAIR SC / 205707901					
	12/22/2021		ESTANCIA SC / 8880109702					
			MORIARTY SC / 401421201					
			DECEMBER 2021					
	HEALTH DEPT BLDG MAINT	277.31						
	MORIARTY SENIOR CENTER	193.78						
01 R	118803	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FOR FY2022	401-82-2208	63122121	12/22/2021	36693	278.11
	278.11		DECEMBER 2021 ANIMAL SERVICES					
	12/22/2021		ACCT#8880084401					
	ANIMAL SERVICES	278.11						
01 R	118804	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FOR FY2022	401-16-2208	64122121	12/22/2021	36690	2335.37

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
JUDICIAL COMPLEX MAINT 2335.37								
01 R	118805	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC DECEMBER 2021	401-50-2208	65122121	12/22/2021		207.36
	207.36		SHERIFF ACCT#8880270701					
	12/22/2021							
COUNTY SHERIFF 207.36								
01 R	118806	CHAVES COUNTY DETENTION	INMATE HOUSING PONCE DE LEON	420-70-2172	27122121	12/22/2021		180.00
	180.00		INVOICE#NOVEMBER 2021					
	12/22/2021							
ADULT INMATE CARE 180.00								
01 R	118807	CINTAS CORPORATION NO. 2	COUNTY ADMINISTRATION		3122121			36993
	263.37		SHERIFF'S OFFICE					36993
	12/22/2021		ROAD DEPARTMENT					36993
			DISPATCH	911-80-2248		/		36993
			SHERIFF (INVESTIGATION/EVIDENCE)			/		263.37
			INVOICE#8405368402 ACCT#					36993
			30009096					
911-DISPATCH CENTER 263.37								
01 R	118808	CINTAS CORPORATION NO. 2	COUNTY ADMINISTRATION		30122121			36993
	231.43		SHERIFF'S OFFICE			/		36993
	12/22/2021		ROAD DEPARTMENT	410-50-2222		/		36993
			DISPATCH					36993
			SHERIFF (INVESTIGATION/EVIDENCE)					36993
			INVOICE#8405456732 ACCT#30009096					36993
COUNTY SHERIFF 231.43								
01 R	118809	COOPERATIVE EDUCATIONAL SERVICES	2-YEAR ROOF RENOVATION	401-16-2215	7122121	12/21/2021		27004.58
	29945.96		BOND @ 2.5%	401-16-2215		/		37245
	12/22/2021		NMGR @ 7.1255	401-16-2215		/		37245
			2-YEAR CONTRACTOR WARRANTY					37245
			15-YEAR MANUFACTURER WARRANTY					37245
			JUDICIAL COMPLEX					37245
			CES CONTRACT					37245
			2020-10N-C1302-ALL ROOFING					37245
			INVOICE#24-121896					37245
JUDICIAL COMPLEX MAINT 29945.96								
01 R	118810	COOPERATIVE EDUCATIONAL SERVICES	MARTCARE ROOF MANAGEMENT PROGRA	401-16-2215	8122121	12/21/2021		12285.00
	13290.83		OPTION #2 SEMI-ANNUAL MAINT 5 YR					37189
	12/22/2021		PLAN JUDICIAL COMPLEX					37189
			NMGR @ 8.1875%			/		37189
			INVOICE#24-121891					1005.83
JUDICIAL COMPLEX MAINT 13290.83								
01 R	118811	CRYSTAL SPRINGS	WATER DELIVERY	401-30-2271	15122121	12/22/2021		24.00
	24.00		6.5 GALLON INVOICE#2021.11					37148
	12/22/2021		ACCT#12600900					24.00

COUNTY TREASURER

24.00



CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R 118812	12/22/2021	DESERT WEST ENTERPRISES, LLC	ASPHALT SURFACE TREATMENT, TACK COAT, EMULSION PER 0.10 GALLONS/S.Y. NM GROSS RECEIPTS TAX BOND SP COOP AGREEMENT # D18664 WILLOW LAKE CES CONTRACT # 2020-11N-R207-ALL	402-64-2405	72122121	12/22/2021	37338	17640.52
01 R 118813	12/22/2021	DESERT WEST ENTERPRISES, LLC	ASPHALTIC SURFACE TREATMENT, TACK COAT, EMULSION PER 0.10 GALLONS/S.Y. NM GROSS RECEIPTS TAX BOND/INVOICE#204805 SB COOP AGREEMENT # D18668 CEDAR LANE CES CONTRACT # 2020-11N-R207-ALL	402-63-2404 402-63-2407	73122121	12/22/2021	37337	30000.00
01 R 118814	12/22/2021	DT AUTOMOTIVE	TCSO UNIT MAINT. TCSO COURT SERVICES UNIT MAINT. NOVEMBER 2021 INVOICE#TCSO 37316	401-50-2201	29122121	12/22/2021	37316 37316 37316	3194.00
01 O 118815	12/22/2021	GALLAGHER BENEFIT SERVICES, INC	INVOICE#245583 DECEMBER CONSULTING SERVICES	401-14-2272	19122121	12/22/2021	36956	2700.00
01 O 118816	12/22/2021	GUSTIN HARDWARE INC.	MISC. ELECTRICAL PLUMBING, P TRAP DA OFFICE SINK STRAINER AND GASKET KIT INVOICE#271768 ACCT#125	401-16-2215	12122121	12/21/2021	36614	11.99
01 O 118817	12/22/2021	GUSTIN HARDWARE INC.	MISC. ELECTRICAL PLUMBING, P TRAP DA OFFICE P TRAP 1-1/2 OR 1-1/4 INVOICE#271765 ACCT# 125	401-16-2215	13122121	12/21/2021	36614	5.19
01 O 118818	12/22/2021	GUSTIN HARDWARE INC.	MISC. ELECTRICAL PLUMBING, SAWZA BLADE WING NUT 1-1/2 FLNG TAILPIECE 1-1/2 INVOICE#271783 ACCT#125	401-16-2215	14122121	12/21/2021	36614	11.87
01 O 118819	12/22/2021	GUSTIN HARDWARE INC.	MISC. ELECTRICAL PLUMBING, INVOICE#271774 ACCT#125	401-16-2215	34122121	12/22/2021	36614	7.69

12/22/2021

JUDICIAL COMPLEX MAINT 7.69

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	118820	GUSTIN HARDWARE INC.		401-24-2215	35122121	12/22/2021	36616	.47
	3.76			401-27-2215		/ /	36616	.47
12/22/2021				401-36-2215		/ /	36616	.47
				401-37-2215		/ /	36616	.47
				401-53-2215		/ /	36616	.47
			OPEN PO REQUEST FOR ALL COUNTY BUILDING SITES				36616	
			FY2022				36616	
			WIRE FOR LIGHT FIXTURE INVOICE# 319122 ACCT#125				36616	
				401-23-2215		/ /	36616	.47
				401-82-2215		/ /	36616	.47
				911-80-2215		/ /	36616	.47
			HEALTH DEPT BLDG MAINT	0.47				
			MOUNTAINAIR SENIOR CEN	0.47				
			ESTANCIA SENIOR CENTER	0.47				
			MORIARTY SENIOR CENTER	0.47				
			COUNTY FAIR	0.47				
			911-DISPATCH CENTER	0.47				
			MOUNTAINAIR HEALTH CLI	0.47				
			ANIMAL SERVICES	0.47				
			HART'S TRUSTWORTHY HARDWARE		6122121			
01 R	118821		WIPER FLUID, VEHICLE SUPPLIES				36676	
	7.60		SPONGES, GLOVES, SCRUB BRUSHES,				36676	
12/22/2021			ASSORTED TOOLS, PULLEYS, WIRE,				36676	7.60
			ADDITIONAL SUPPLIES				36676	
			ACCT#33					
			ANIMAL SERVICES	7.60				
			HENSON WRECKER SERVICE		20122121	12/22/2021	37404	176.80
01 O	118822		HOWICIDE INVESTIGATION TOW				37404	
	176.80		TCSO CASE NUMBER 21100071					
12/22/2021			INVOICE#7853					
			COUNTY SHERIFF	176.80				
			HORIZONS OF NEW MEXICO		22122121			
01 O	118823		PLANT BASED DOCUMENT DESTRUCTION				36727	6.62
	22.18		MONTHLY 1-65 GALLON				36727	3.64
12/22/2021			FULL SET OF KEYS				36727	11.92
			HORIZON'S 5% FEE					
			SERVICE DATES 11/4/2021					
			INVOICE#SINV028728 ACCT#3242					
			COUNTY ASSESSOR	22.18				
			HORIZONS OF NEW MEXICO		24122121	12/22/2021	36624	22.18
01 O	118824		MANAGER				36624	
	22.18		FINANCE					
12/22/2021			INVOICE#SINV027989 ACCT#3241					
			COUNTY MANAGER	22.18				
			HORIZONS OF NEW MEXICO		25122121	12/22/2021	36625	22.18
01 O	118825		SHREDDING SERVICES FOR FY2022					
	22.18		SERVICE DATE 11/4/2021					
12/22/2021			INVOICE#SINV028727 ACCT#3240					
			COUNTY TREASURER	22.18				
			HORIZONS OF NEW MEXICO		26122121	12/22/2021	36631	39.51
01 O	118826		TCSO SFRD BINS FOR					
	39.51		INVOICE#SINV028735 ACCT#					
12/22/2021			S0001010 SERVICE DATE 11/4/2021					
			COUNTY SHERIFF	39.51				
			LEAF CAPITAL FUNDING LLC		5122121	12/21/2021	36623	365.40
01 R	118827		MONTHLY CONTRACT PAYMENT					

384.13
12/22/2021

SALES TAX
INVOICE#12646610 ACCT#100-

401-07-2284

/

36623

18.73

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			4624929-001					
		RURAL ADDRESSING	384.13					
01 R	118828	LOBO INTERNET SERVICES LTD	INTERNET SERVICES TCPO	690-86-2207	33122121	12/22/2021	36731	49.50
	49.50		DECEMBER 2021 INVOICE#N10954-7					
	12/22/2021		ACCT#10954					
DV	CONTRACT F20		49.50					
01 R	118829	LOBO INTERNET SERVICES LTD	IT INTERNET SERVICES FY2022	911-80-2207	70122121	12/22/2021	36761	137.50
	137.50		INVOICE#N10958-24 ACCT#10958					
	12/22/2021							
911-DISPATCH CENTER			137.50					
01 R	118830	NEW MEXICO COUNTIES	LEGISLATIVE CONFERENCE	401-30-2266	1122121	12/21/2021	37410	225.00
	225.00		REGISTRATION				37410	
	12/22/2021		JANUARY 2022				37410	
			T. SEDILLO				37410	
			INVOICE#LC2022-122021-1767-1400					
COUNTY TREASURER			225.00					
01 R	118831	NEW MEXICO COUNTIES	2022 LEGISLATIVE CONFERENCE	605-03-2266	71122121	12/22/2021	37367	225.00
	225.00		TRACY MASTER				37367	
	12/22/2021		INVOICE#LC2022-122021-1591-1239					
DWI DISTRIBUTION GRANT			225.00					
01 R	118832	NUBE GROUP	OVERAGE CHARGE INVOICE#	402-60-2203	9122121	12/21/2021		17.09
	17.09		IN4950 ACCT#TCROAD					
	12/22/2021							
COUNTY ROAD DEPARTMENT			17.09					
01 R	118833	NUBE GROUP	CONTRACT OVERAGE CHARGE	401-10-2203	16122121	12/22/2021		62.78
	62.78		11/15/2021-12/14/2021 INVOICE					
	12/22/2021		#IN62770 ACCT#TC14					
COUNTY MANAGER			62.78					
01 R	118834	ORKIN INC.	STANDARD MONTHLY PC	401-16-2203	67122121	12/22/2021	36895	122.25
	122.25		DATED 12/15/2021 ACCT#31550882					
	12/22/2021							
JUDICIAL COMPLEX MAINT			122.25					
01 R	118835	ORKIN INC.	STANDARD MONTHLY PC	401-10-2271	67122121	12/22/2021	36894	90.88
	90.88		DATED 12/15/2021 ACCT#					
	12/22/2021		31462749					
COUNTY MANAGER			90.88					
01 R	118836	ORKIN INC.	COMMERCIAL ELEMENT SHERIFF'S	401-50-2203	68122121	12/22/2021		122.25
	122.25		EVIDENCE ACCT#31550882 DATED					
	12/22/2021		12/15/2021					

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CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	118837	PITNEY BOWES PURCHASE POWER	POSTAGE REFILL	401-10-2206	17122121	12/22/2021		1000.00
	1005.00		METER POSTAGE COVERAGE FEE	401-10-2206	/	/		5.00
	12/22/2021		ACCT#8000-9090-0137-3179					
COUNTY MANAGER 1005.00								
01 R	118838	PRUDENTIAL OVERALL SUPPLY	MATS AND MOPS COUNTY ADMIN	401-15-2203	11122121	12/21/2021		40.17
	174.59		UNIFORMS STETSON ARELY MARISSA	401-65-2236	/	/		68.83
	12/22/2021		NICK					
			MATS AND MOPS JUDICIAL ACCT#	401-16-2203	/	/		65.59
			6528480 INVOICE#45060-9933 AND					
			45060-9934					
ADMINISTRATIVE OFFICES 40.17 OPERATIONS & MAINTENAN 68.83 JUDICIAL COMPLEX MAINT 65.59								
01 R	118839	QWEST CORPORATION	MONTHLY CHARGES	401-50-2207	36122121	12/22/2021	36878	33.90
	33.90		DECEMBER 2021 ACCT#505-384-1277					
	12/22/2021		037B					
COUNTY SHERIFF 33.90								
01 R	118840	QWEST CORPORATION	MONTHLY CHARGES FOR	401-50-2207	37122121	12/22/2021	36879	113.13
	113.13		DECEMBER 2021 SHERIFF ACCT#					
	12/22/2021		5053843165110B					
COUNTY SHERIFF 113.13								
01 R	118841	QWEST CORPORATION	MONTHLY CHARGES FOR	911-80-2207	38122121	12/22/2021	36881	682.96
	682.96		DECEMBER 2021 DISPATCH ACCT#					
	12/22/2021		5053849631581B					
911-DISPATCH CENTER 682.96								
01 R	118842	QWEST CORPORATION	MONTHLY CHARGES FOR	401-16-2207	39122121	12/22/2021	36889	115.60
	115.60		DECEMBER JUDICIAL ACCT#					
	12/22/2021		5053843237905B					
JUDICIAL COMPLEX MAINT 115.60								
01 R	118843	QWEST CORPORATION	ACCT # 505-832-5104623B	405-91-2207	40122121	12/22/2021	36880	61.95
	299.40		ACCT # 505-832-4068906B	405-91-2207	/	/	36880	237.45
	12/22/2021		DECEMBER 2021 DIST 5 VFD					
STATE FIRE ALLOTMENT 299.40								
01 R	118844	QWEST CORPORATION	MONTHLY CHARGES FOR	401-82-2207	41122121	12/22/2021	36882	254.11
	254.11		DECEMBER 2021 ANIMAL SERVICES					
	12/22/2021		ACCT#5053845117227B					
ANIMAL SERVICES 254.11								
01 R	118845	QWEST CORPORATION	ACCT # 505-847-2885204B	401-27-2207	42122121	12/22/2021	36886	59.01
	496.99		ACCT # 505-384-5010995B	401-36-2207	/	/	36886	260.14
	12/22/2021		ACCT # 505-832-4425163B	401-37-2207	/	/	36886	177.84
			DECEMBER 2021 SENIOR CENTERS					
MOUNTAINAIR SENIOR CEN 59.01 ESTANCIA SENIOR CENTER 260.14 MORIARTY SENIOR CENTER 177.84								

01 R 118846
111.27

QWEST CORPORATION

MONTHLY CHARGES FOR
DECEMBER 2021 ROAD ACCT#

402-60-2207

43122121 12/22/2021

36888

111.27

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
12/22/2021			5053842550082B					
COUNTY ROAD DEPARTMENT 111.27								
01 R 118847	257.45	QWEST CORPORATION	MONTHLY CHARGES FOR	401-10-2207	44122121	12/22/2021	36887	257.45
12/22/2021			MANAGER DECEMBER 2021 ACCT#					
			5053845294082B					
COUNTY MANAGER 257.45								
01 R 118848	62.42	QWEST CORPORATION	MONTHLY CHARGES FOR	401-30-2207	45122121	12/22/2021	36883	62.42
12/22/2021			DECEMBER 2021 TREASURER ACCT#					
			50538443381889B					
COUNTY TREASURER 62.42								
01 R 118849	62.42	QWEST CORPORATION	MONTHLY CHARGES FOR	401-40-2207	46122121	12/22/2021	36885	62.42
12/22/2021			DECEMBER 2021 ASSESSOR ACCT#					
			5053844362899B					
COUNTY ASSESSOR 62.42								
01 R 118850	62.42	QWEST CORPORATION	MONTHLY CHARGES FOR	401-20-2207	47122121	12/22/2021	36884	62.42
12/22/2021			DECEMBER 2021 CLERK ACCT#					
			5053844080353B					
COUNTY CLERK 62.42								
01 R 118851	279.05	QWEST CORPORATION	MONTHLY CHARGES FOR	420-70-2207	48122121	12/22/2021	36890	279.05
12/22/2021			DECEMBER 2021 JAIL FUND ACCT#					
			5053840058596M					
ADULT INMATE CARE 279.05								
01 O 118852	1995.00	SANTA FE COUNTY	INMATE HOUSING INVOICE#	420-70-2172	31122121	12/22/2021		1995.00
12/22/2021			TOR 11-2021					
ADULT INMATE CARE 1995.00								
01 R 118853	949.38	SENERGY PETROLEUM, LLC	FUEL CARDS INVOICE#817208	402-60-2202	10122121	12/21/2021		949.38
12/22/2021			ACCT#TCROAD					
COUNTY ROAD DEPARTMENT 949.38								
01 R 118854	48.60	STAPLES BUSINESS ADVANTAGE	BLACK INK CARTRIDGES	401-55-2219	4122121	12/21/2021	37397	48.60
12/22/2021			INVOICE#3494818710 ACCT#					
			DAL 70109686					
FINANCE DEPARTMENT 48.60								
01 R 118855	188.00	STAPLES BUSINESS ADVANTAGE	ENVELOPES, BATTERIES	401-50-2219	28122121	12/22/2021	37364	188.00
12/22/2021			TRAINING TABLES					
			(INVESTIGATIONS/EVIDENCE)					
			INVOICE#3494272873 ACCT#DAL					
			70109685					

COUNTY SHERIFF

188.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	118856	STAPLES BUSINESS ADVANTAGE	HANGING FOLDERS, POST-ITS, YELLOW PAPER, BLUE PAPER, DUSTERS, BLUE CLASSIFICATION FOLDERS.	401-55-2219	49122121	12/22/2021	37374	168.16
	168.16		INVOICE#3494272874 ACCT#DAL				37374	
	12/22/2021		70109685				37374	
FINANCE DEPARTMENT 168.16								
01 R	118857	SUMMITT FIRE & SECURITY LLC	DIAGNOSE AND/OR REPAIR VELOCITY SERVER = DESKTOP SOFTWARE FOR DOOR LOCKS	401-15-2215	75122121	12/22/2021	37356	928.50
	928.50		COUNTY ADMINISTRATION				37356	
	12/22/2021		INVOICE#588001772 ACCT#TORRAN				37356	
			9510					
ADMINISTRATIVE OFFICES 928.50								
01 R	118858	TILLERY CHEVROLET GMC INC	OIL CHANGE AND SERVICE	604-83-2201	18122121	12/22/2021	37336	58.54
	60.52		PARTS TAX				37336	
	12/22/2021		2008 CHEVROLET IMPALA				37336	1.98
			VIN: 06653G				37336	
			VIN: 251498				37336	
			INVOICE#6067884/1				37336	
COMMUNICATIONS/EMS TAX 60.52								
01 R	118859	TRANSWORLD NETWORK CORP.	INTERNET FOR DIST 6 VFD JULY 2021-DEC 2021	418-91-2207	76122121	12/22/2021		739.79
	739.79		INVOICE#					
	12/22/2021		15205848-0262					
STATE FIRE ALLOTMENT 739.79								
01 R	118860	TYLER TECHNOLOGIES, INC	EAGLE & INCODE	401-65-2228	69122121	12/22/2021	36687	5760.98
	5760.98		INVOICE#025-355706 ACCT#54200					
	12/22/2021							
OPERATIONS & MAINTENAN 5760.98								
01 O	118900	AMAZON BUSINESS	PAPER CUTTER, SCISSORS, BATTERIES, HDMI CORDS.	401-82-2219	131522	01/05/2022	37396	81.16
	81.16		INVOICE#17RK-CVXV-FXDM ACCT#				37396	
	01/05/2022		A3JI65BS912J5M					
ANIMAL SERVICES 81.16								
01 O	118901	AMAZON BUSINESS	PHONE CASE, SCREEN PROTECTOR, CHARGER CABLE, AND CHARGER BLOCK	401-20-2219	461522	01/05/2022	37403	54.72
	54.72		ACCT#A3JI65BS912J5M INVOICE#				37403	
	01/05/2022		167T-N1Y9-14NX					
COUNTY CLERK 54.72								
01 O	118902	AMAZON BUSINESS	OTTERBOX IPHONE 12 CASE	401-10-2219	481522	01/05/2022	37414	28.88
	44.88		ZAGG SCREEN PROTECTOR				37414	
	01/05/2022		INVOICE#1QLJ-D1Y3-4JLG					16.00
COUNTY MANAGER 44.88								

01 0 118903 BORG, NA GO BOND 2016 INTEREST 562-11-2350 201522 01/05/2022 8909.57

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
9044.41	01/05/2022	GENERAL OBLIGATION BON	AGENT FEE SEMI ANNUAL ACCT #TORRANCE 2016	401-10-2272	401522	01/05/2022	37254	134.84
01 0	118904	CORRECTIONAL COUNSELING INC.	JUVENILE MRT CD	605-02-2221		/ /	37254	60.00
01/05/2022	657.51		JUVENILE MRT "HOW TO ESCAPE YOUR PRISON"	605-02-2221		/ /	37254	500.00
		COUNTY MANAGER	JUVENILE MRT FACILITATOR'S HANDBOOK	605-02-2221		/ /	37254	35.00
			SHIPPING/HANDLING	605-02-2221		/ /	37254	32.02
			NMGR	605-02-2221		/ /	37254	30.49
			INVOICE#33936					
DWI LOCAL GRANT FY20	657.51							
01 0	118905	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT ROAD COPIER INVOICE# 74936004 ACCT#1428314	402-60-2284	271522	01/05/2022		162.43
01/05/2022	162.43							
COUNTY ROAD DEPARTMENT	162.43							
01 0	118906	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT SHERIFF COPIER INVOICE# 74430810 ACCT#1304771	401-50-2284	371522	01/05/2022		527.09
01/05/2022	527.09							
COUNTY SHERIFF	527.09							
01 0	118907	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT DV INVOICE# 74433745 ACCT#25569234	690-09-2284	381522	01/05/2022		265.63
01/05/2022	265.63							
WIND PLIT	265.63							
01 0	118908	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT MANAGER COPIER INVOICE# 74433641 ACCT#1341834	401-10-2284	391522	01/05/2022		327.91
01/05/2022	327.91							
COUNTY MANAGER	327.91							
01 0	118909	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT FINANCE COPIER INVOICE# 74433720 ACCT#1341834	401-55-2284	401522	01/05/2022		327.91
01/05/2022	327.91							
FINANCE DEPARTMENT	327.91							
01 0	118910	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT FIRE ADMIN COPIER INVOICE# 74431562 ACCT#1304774	413-91-2271	411522	01/05/2022		296.59
01/05/2022	296.59							
STATE FIRE ALLOTMENT	296.59							
01 0	118911	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT ASSESSOR COPIER INVOICE# 74433702 ACCT#1341834	401-40-2284	421522	01/05/2022		362.41
01/05/2022	362.41							
COUNTY ASSESSOR	362.41							

01 0 118912
338.28

DE LAGE LANDEN FINANCIAL SERVICEONTRACT COPIER P & Z
INVOICE#74433672 ACCT#1341834

401-08-2284

431522 01/05/2022

338.28

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01/05/2022			CONTRACT #255569223					
PLANNING & ZONING	338.28							
01 O 118913		DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT TRASURER COPIER	401-30-2284	441522	01/05/2022		284.75
01/05/2022			CONTRACT#500-50009152					
			INVOICE#74429571					
COUNTY TREASURER	284.75							
01 O 118914		DIRECTV, LLC.	OPEN PO FOR FY2022	411-92-2271	11522	01/05/2022	36629	100.55
01/05/2022			FIRE ADMIN BUSINESS SELECT PACK					
			CHARGES FOR 12/23/21-1/22/22					
			INVOICE#069212456X211224					
			ACCT#069212456					
1/4% FIRE EXCISE TAX	100.55							
01 O 118915		EMW GAS ASSOCIATION	MONTHLY GAS FY2022	402-61-2209	381522	01/05/2022	36813	143.43
01/05/2022			ROAD ACCT#10-5690-000 DECEMBER 2021					
COUNTY ROAD SHOP	143.43							
01 O 118916		EMW GAS ASSOCIATION	MONTHLY GAS/SHERIFF ACCT#	401-50-2209	391522	01/05/2022	37296	491.96
01/05/2022			10-6140-001 DECEMBER 2022					
COUNTY SHERIFF	491.96							
01 O 118917		EMW GAS ASSOCIATION	MONTHLY GAS FY2022	401-53-2209	411522	01/05/2022	36810	25.24
01/05/2022			FAIR BOARD DECEMBER 2021 ACCT#					
			10-4090-000					
COUNTY FAIR	25.24							
01 O 118918		EMW GAS ASSOCIATION	MONTHLY GAS FY2022	408-91-2209	421522	01/05/2022	36809	539.06
01/05/2022			DIST 3 VFD ACCT#60-5390-000 DECEMBER 2021					
STATE FIRE ALLOTMENT	539.06							
01 O 118919		EMW GAS ASSOCIATION	MONTHLY GAS BILLING FY22	405-91-2209	431522	01/05/2022	37395	918.80
01/05/2022			DIST 5 VFD ACCT #71-6230-000 ACCT # 71-4510-000 DECEMBER 2021					
STATE FIRE ALLOTMENT	918.80							
01 O 118920		EMW GAS ASSOCIATION	MONTHLY GAS FY2022	401-82-2209	441522	01/05/2022	36818	455.36
01/05/2022			ANIMAL SERVICES ACCT#60-0580-010 DECEMBER 2021					
ANIMAL SERVICES	455.36							
01 O 118921		EMW GAS ASSOCIATION	MONTHLY GAS FY2022	408-91-2209	451522	01/05/2022	36809	321.96
01/05/2022			DIST 3 VFD ACCT#60-9250-000 DECEMBER 2021					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	118922	EMW GAS ASSOCIATION	MONTHLY GAS FY2022	401-24-2209	471522	01/05/2022	36808	173.91
	173.91		HEALTH DEPT ACCT#10-1990-010					
	01/05/2022		DECEMBER 2021					
HEALTH DEPT BLDG MAINT 173.91								
01 0	118923	EMW GAS ASSOCIATION	MONTHLY GAS FY2022	401-16-2209	481522	01/05/2022	36815	1189.23
	1189.23		JUDICIAL ACCT#10-6000-000					
	01/05/2022		DECEMBER 2021					
JUDICIAL COMPLEX MAINT 1189.23								
01 0	118924	EMW GAS ASSOCIATION	MONTHLY GAS FY2022	612-20-2308	491522	01/05/2022	36814	82.47
	82.47		CLERK/EARLY VOTING DECEMBER 2021					
	01/05/2022		ACCT#10-6380-000					
COUNTY CLERK 82.47								
01 0	118925	EMW GAS ASSOCIATION	MONTHLY GAS FY2022	401-37-2209	501522	01/05/2022	36811	386.26
	700.28		MONTHLY GAS FY2022	401-36-2209		/	36812	314.02
	01/05/2022		ESTANCIA AND MORIARTY SC					
			DECEMBER 2021					
MORIARTY SENIOR CENTER 386.26 ESTANCIA SENIOR CENTER 314.02								
01 0	118926	EMW GAS ASSOCIATION	MONTHLY GAS FY2022	911-80-2209	511522	01/05/2022	36805	272.23
	272.23		DISPATCH ACCT#60-9530-000					
	01/05/2022		DECEMBER 2021					
911-DISPATCH CENTER 272.23								
01 0	118927	EMW GAS ASSOCIATION	MONTHLY GAS FY2022	402-61-2209	521522	01/05/2022	36813	533.46
	533.46		ROAD ACCT#10-1860-000					
	01/05/2022		DECEMBER 2021					
COUNTY ROAD SHOP 533.46								
01 0	118928	EMW GAS ASSOCIATION	MONTHLY GAS FY2022	401-15-2209	531522	01/05/2022	36816	853.39
	853.39		JUDICIAL ACCT#10-1850-000					
	01/05/2022		DECEMBER 2021					
ADMINISTRATIVE OFFICES 853.39								
01 0	118929	EMW GAS ASSOCIATION	MONTHLY GAS FY2022	406-91-2209	541522	01/05/2022	36807	493.27
	493.27		DIST 2 VFD ACCT#70-3680-000					
	01/05/2022		DECEMBER 2021					
STATE FIRE ALLOTMENT 493.27								
01 0	118930	EMW GAS ASSOCIATION	MONTHLY GAS FY2022	418-91-2209	551522	01/05/2022	36806	536.57
	536.57		DIST 6 VFD ACCT#30-0500-000					
	01/05/2022		DECEMBER 2021					
STATE FIRE ALLOTMENT 536.57								
01 0	118931	ESTANCIA VALLEY SEPTIC SERVICE	PORTABLE TOILET RENTALS	401-53-2215	471522	01/05/2022	37169	320.00

703.22
01/05/2022

HANICAP RENTAL
PICKUP AND DELIVERY

401-53-2215
401-53-2215

/ /
/ /

37169
37169

115.00
90.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
		COUNTY FAIR						
		703.22						
01 O	118932	ESTANCIA, TOWN OF	COUNTY ADMIN/1112	401-15-2210	281522	01/05/2022	36716	399.29
	1414.54		ROAD DEPT/1108	402-60-2210		/	36716	292.27
01/05/2022			PAIR GROUNDS/750-291	401-53-2210		/	36716	120.42
			TCPO - HEALTH DEPT/373	401-24-2210		/	36716	98.46
			INVOICE#22-JANUARY					
			ESTANCIA SC	401-36-2210	291522	01/05/2022	36732	122.55
			JUDICIAL	401-16-2210		/	36732	260.96
			SHERIFF					
			ESTANCIA SC		371522			
			JUDICIAL					
			SHERIFF					
			INVOICE#22-JANUARY ACCT#1380	401-50-2210		/	36732	120.59
		ADMINISTRATIVE OFFICES	COUNTY ROAD DEPARTMENT	COUNTY FAIR				120.42
		HEALTH DEPT BLDG MAINT	ESTANCIA SENIOR CENTER	JUDICIAL COMPLEX MAINT				260.96
		COUNTY SHERIFF						
		399.29						
		98.46						
		120.59						
01 O	118933	GALLEGOS, LINDA L.	REIMBURSEMENT OF AFLAC	401-05-2107	171522	01/05/2022		1005.60
	1005.60		PREMIUMS					
01/05/2022								
		COUNTY COMMISSION						
		1005.60						
01 O	118934	GUSTIN HARDWARE INC.		401-24-2215	91522	01/05/2022	36616	1.88
	14.99			401-27-2215		/	36616	1.87
01/05/2022				401-36-2215		/	36616	1.87
				401-37-2215		/	36616	1.87
				401-53-2215		/	36616	1.87
			OPEN PO REQUEST FOR ALL					
			COUNTY BUILDING SITES					
			FY2022	401-23-2215		/	36616	1.88
			ROOFING SCREWS INVOICE#325092	401-82-2215		/	36616	1.87
			ACCT#125	911-80-2215		/	36616	1.88
		HEALTH DEPT BLDG MAINT	MOUNTAINAIR SENIOR CEN	ESTANCIA SENIOR CENTER				1.87
		1.88		MOUNTAINAIR HEALTH CLI				1.88
		1.87						
		1.87						
		1.87						
01 O	118935	GUSTIN HARDWARE INC.		401-24-2215	161522	01/05/2022	36616	.13
	1.00			401-27-2215		/	36616	.12
01/05/2022				401-36-2215		/	36616	.12
				401-37-2215		/	36616	.13
				401-53-2215		/	36616	.13
			OPEN PO REQUEST FOR ALL					
			COUNTY BUILDING SITES					
			FY2022	401-23-2215		/	36616	.13
			INVOICE#272389 ACCT#125	401-82-2215		/	36616	.12
				911-80-2215		/	36616	.12
		HEALTH DEPT BLDG MAINT	MOUNTAINAIR SENIOR CEN	ESTANCIA SENIOR CENTER				0.12
		0.13						

MORIARTY SENIOR CENTER
ANIMAL SERVICES

0.13
0.12

COUNTY FAIR
911-DISPATCH CENTER

0.13
0.12

MOUNTAINAIR HEALTH CLI

0.13

MORLARTY SENIOR CENTER
ANIMAL SERVICES

4.27
4.27

COUNTY FAIR
911-DISPATCH CENTER

4.27
4.28

MOUNTAINAIR HEALTH CLI

4.27

CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
01 O 118940	01/05/2022	HART'S TRUSTWORTHY HARDWARE	METAL BANDING AND SCREWS TO COMPLETE	402-60-2250	141522 01/05/2022	37405	218.63
01/05/2022			ROAD SHOP INSULATION INSTALL INVOICE#B485979			37405	
COUNTY ROAD DEPARTMENT 218.63							
01 O 118941	29.19	HART'S TRUSTWORTHY HARDWARE	WIPER FLUID, VEHICLE SUPPLIES		221522	36676	
01/05/2022			SPONGES, GLOVES, SCRUB BRUSHES, ASSORTED TOOLS, PULLEYS, WIRE, ADDITIONAL SUPPLIES	401-82-2239	/ /	36676	16.33
			ACCT#33	401-82-2239	/ /	36676	12.86
ANIMAL SERVICES 29.19							
01 O 118942	59.47	HOMESTEAD WATER CO.	UTILITY PAYMENT FY2022		301522 01/05/2022	36711	59.47
01/05/2022			DIST 5 VFD INVOICE DATE	405-91-2210			
			1/1/2022 CURRENT METER READING				
688660							
STATE FIRE ALLOTMENT 59.47							
01 O 118943	45.00	LOBO INTERNET SERVICES LTD	ANIMAL SERVICES FY2022		51522 01/05/2022	36713	45.00
01/05/2022			SERVICE DATES 2/1/2022-2/28/2022 INVOICE#N12084-25	401-82-2207			
			ACCT#12084				
ANIMAL SERVICES 45.00							
01 O 118944	625.00	LOBO INTERNET SERVICES LTD	DIST 3 VFD	408-91-2207	61522 01/05/2022	36719	172.61
01/05/2022			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
			SERVICE DATES 2/1/2022-2/28/2022 INVOICE#N10926-28				
ACCT#10926							
STATE FIRE ALLOTMENT 625.00							
01 O 118945	1250.00	MAGOURILOS, FRANK G.	DECEMBER 2021 EVALUATION		321521 01/05/2022		1250.00
01/05/2022			SERVICES INVOICE#FY22 INVOICE#1	605-02-2272			
DWI LOCAL GRANT FY20 1250.00							
01 O 118946	627.12	MORIARTY, CITY OF	11/8/2021 J CARTER	605-02-2272	361522 01/05/2022		139.36
01/05/2022			11/10/2021 S SHAH	605-02-2272	/ /		69.68
			11/10/2021 J CARTER	605-02-2272	/ /		139.36
			11/11/2021 S SHAH	605-02-2272	/ /		139.36
			11/18/2021 J CARTER	605-02-2272	/ /		139.36
DWI LOCAL GRANT FY20 627.12							
01 O 118947	585.36	MOUNTAINAIR, TOWN OF	WATER	401-27-2210	461522 01/05/2022	36630	93.16
01/05/2022			GAS	401-27-2209	/ /	36630	492.20
			ACCT#1716 DECEMBER 2021				

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	118948	NEW MEXICO STATE UNIVERSITY	FOR SUPPORT OF THE COOPERATIVE	401-05-2261	211522	01/05/2022		5574.50
			EXTENSION SERVICE IN TORRANCE					
			COUNTY FOR THE FIRST QUARTER					
			(JULY TO SEPTEMBER) OF FY 21/22					
COUNTY COMMISSION 5574.50								
01 0	118949	NIMCO	TOO SMART TO START BAGS	804-89-2257	121522	01/05/2022	37237	105.00
			STAND FOR BULLY-FREE AND	804-89-2257		/ /		99.00
			DRUG-FREE SCHOOL CUPS			/ /		
			BETTER THINGS TO DO THAN DRUGS	804-89-2257		/ /		197.50
			PENCIL POUCH			/ /		
			STANDARD SHIPPING	804-89-2257		/ /		40.15
			INVOICE#37237					
DRUG EDUCATION 441.65								
01 0	118950	NM EMERGENCY PRODUCTS LLC	CAGE AND DECAL INSTALL	401-50-2618	331522	01/05/2022	37379	2611.03
			08613G (CHEVY TAHOE)					
			INVOICE#INV0027407					
COUNTY SHERIFF 2611.03								
01 0	118951	NUBE GROUP	COLOR COPY OVERAGES 12/1/21-	401-55-2203	311522	01/05/2022		27.23
			12/31/21 INVOICE#IN53101					
			ACCT#TCL0					
FINANCE DEPARTMENT 27.23								
01 0	118952	ORTIZ, ADRIAN	TEEN COURT SERVICES DECEMBER	605-02-2272	591522	01/05/2022		3608.00
			2021					
			NMGRF INVOICE#12312021			/ /		243.54
DWI LOCAL GRANT FY20 3851.54								
01 0	118953	OTERO, MARY YVONNE	RETURN TRAVEL FROM ALBUQUERQUE	401-20-2205	561522	01/05/2022		70.40
			NM 2021 JOINT STOCKMAN					
			CONVENTION					
COUNTY CLERK 70.40								
01 0	118954	PLATEAU WIRELESS	IT INTERNET		361522		36717	
			LARGE BUSINESS BLAZE				36717	
			LANDLINE CHARGES DISTRICT 1 VFD	407-91-2207		/ /		142.46
			ACCT#2211365					
STATE FIRE ALLOTMENT 142.46								
01 0	118955	PRESBYTERIAN HEALTH PLAN	COBRA PAYMENT STEVE AND CHRISTIE	401-05-2306	261522	01/05/2022		2958.40
			DECEMBER 2021 INVOICE#COBRA					
			ACCT#A0002863					
COUNTY COMMISSION 2958.40								
01 0	118956	PRUDENTIAL OVERALL SUPPLY	MATS AND MOPS COUNTY ADMIN	401-15-2203	101522	01/05/2022		40.17
			UNIFORMS STETSON ARELY MARISSA	401-65-2236		/ /		70.99
			NICK					

MATS AND MOPS JUDICIAL ACCT#
6528480 INVOICE#45061-1432

401-16-2203

/ /

65.59

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			45061-1433					
		ADMINISTRATIVE OFFICES	OPERATIONS & MAINTENAN	JUDICIAL COMPLEX MAINT	65.59			
01 O	118957	FRUDENTIAL OVERALL SUPPLY	CONTRACT UNIFORMS FOR ROAD	402-60-2236				
	1660.38		INVOICE#11-30 TO 1-04-22		111522	01/05/2022	36645	1660.38
	01/05/2022		ACCT#24563265					
		COUNTY ROAD DEPARTMENT	1660.38					
01 O	118958	PRUDENTIAL OVERALL SUPPLY	MATS AND MOPS COUNTY ADMIN	401-15-2203				
	176.75		UNIFORMS STEINSON ARELY MARISSA	401-65-2236				
	01/05/2022		NICK		511522	01/05/2022		40.17
			MATS AND MOPS JUDICIAL INVOICE#	401-16-2203				
			45061-0677/45061-0678 ACCT#					
			6528480					65.59
		ADMINISTRATIVE OFFICES	OPERATIONS & MAINTENAN	JUDICIAL COMPLEX MAINT	65.59			
01 O	118959	PUBLIC EMPLOYEES RETIREMENT	PERA CORRECTION ON SPECIAL	401-20-2102				
	257.67		PAYROLL GENELL CHAVEZ		251522	01/05/2022		257.67
	01/05/2022							
		COUNTY CLERK	257.67					
01 O	118960	PUBLIC SAFETY PSYCHOLOGY GROUP	PRE-ACADEMY PSYCHOLOGICAL	401-50-2271				
	377.56		EVALUATION					
	01/05/2022		L. ROMERO		341522	01/05/2022	37077	377.56
			INVOICE#25659				37077	
							37077	
		COUNTY SHERIFF	377.56					
01 O	118961	SENERGY PETROLEUM, LLC	SHOP TANKS MINUS CREDIT OF	402-60-2202				
	5054.76		\$24.05 INVOICE#SEN-245513					
	01/05/2022		716549 ACCT#TCROAD		151522	01/05/2022		5054.76
		COUNTY ROAD DEPARTMENT	5054.76					
01 O	118962	SQUARE 9 SOFTWARES, INC.	SQUARE 9 SOFTWARE ASSURANCE	401-55-2228				
	2646.67		RENEWAL S9SSA-002					
	01/05/2022		GLOBALSEARCH PROFESSIONAL PLUS 7		531522	01/05/2022	37402	2453.46
			USER AND CONVEY PLUS 2 CORE				37402	
			02/04/2022 - 02/03/2023				37402	
			TAX				37402	
			INVOICE#SIN024915					193.21
		FINANCE DEPARTMENT	2646.67					
01 O	118963	STAPLES BUSINESS ADVANTAGE	NEON GREEN FULL PAGE LABELS	401-08-2219				
	112.80		SPLS CD JEWEL CASE 25 PK					
	01/05/2022		INVOICE#348239477/3482329476		231522	01/05/2022		112.80
			REF PO #36651					
		PLANNING & ZONING	112.80					
01 O	118964	STAPLES BUSINESS ADVANTAGE	ENVELOPES, BATTERIES	401-50-2219				
	1220.94		TRAINING TABLES					
	01/05/2022		INVOICE#3494607217/3494665849		351522	01/05/2022	37364	55.38
							37364	1165.56

ACCT#DAL70109685

COUNTY SHERIFF

55.38

INFRASTRUCTURE GROSS R 1165.56

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	118965	STOCUM, JOHN	TRAVEL TO LA JUNTA CO GLOCK	401-50-2205	571522	01/05/2022		193.60
	193.60		ARMORER'S COURSE					
01/05/2022								
COUNTY SHERIFF		193.60						
01 O	118966	TA OPERATING LLC	ENGINE 5		451522			
	1594.76		M713 ECOPIA 11R22.5 DRIVE TIRES	405-91-2201			37315	1224.00
01/05/2022			TIRE FET	405-91-2201			37315	50.46
			VALVE STEM VH727MS	405-91-2201			37315	14.00
			TIRE MOUNT INSIDE/OUTSIDE	405-91-2201			37315	89.98
			BALANCE STR AXLE TIRES RETAIL	405-91-2201			37315	72.99
			TIRE DISPOSAL (ONE TIRE ONLY)	405-91-2201			37315	12.00
			TAX	405-91-2201			37315	111.59
			VIN: 271503				37315	
			LP: G83319				37315	
			MILEAGE: APPROX 39,300				37315	
			PRE-TAPE 1/2 OZ. 5 OZ STRIPS	405-91-2201			37315	19.74
			INVOICE#229-215166					
STATE FIRE ALLOTMENT		1594.76						
01 O	118967	TLC PLUMBING & UTILITY	TRENCHLESS SEWER REPLACEMENT,	401-15-2215	241522	01/05/2022	37377	15642.52
	16874.37		EDGE OF BUILDING TO NEW				37377	
01/05/2022			CLEANOUTS IN PARKING LOT				37377	
			OLD JAIL CELL AREA				37377	
			TORRANCE COUNTY ADMIN OFFICES				37377	
			NMGR	401-15-2215			37377	1231.85
			CES CONTRACT 2021-09-R603-ALL				37377	
			PLACHOLDER TO KEEP PO OPEN				37377	
			DURING ONGOING CONSTRUCTION				37377	
			INVOICE#R33491003 ACCT#21945				37377	
ADMINISTRATIVE OFFICES		16874.37						
01 O	118968	TRIADIC INC.	TRIADIC IT CONTRACT FY2022	401-65-2213	21522	01/05/2022	36622	4096.45
	4680.24		NMGR (8.25%)	401-65-2213			36622	6.19
01/05/2022			CLERK'S LIVE WEBB	612-20-2203			36622	75.00
			NMGR (8.25%)				36622	
			CLERK'S SCANNING SOFTWARE	612-20-2203			36622	246.65
			NMGR (8.25%)	612-20-2203			36622	6.19
			TREASURER'S LIVE WEB	401-30-2203			36622	75.00
			NMGR (8.25%)	401-30-2203			36622	6.19
			TREASURER'S SCANNING SOFTWARE	401-30-2203			36622	162.38
			NMGR (8.25%)	401-30-2203			36622	6.19
			INVOICE#34:40.8 ACCT#1425					
OPERATIONS & MAINTENAN		4102.64						
01 O	118969	TYLER TECHNOLOGIES, INC	EAGLE & INCODE	401-65-2228	71522	01/05/2022	36687	365.13
	365.13		EAGLE TAX PROJECT ASSESSORS					
01/05/2022			AND TREASURERS OCTOBER 2021					
			INVOICE#025-356065 ACCT#					
			54200					
OPERATIONS & MAINTENAN		365.13						

01 0 118970
486.84

TYLER TECHNOLOGIES, INC

EAGLE & INCODE
EAGLE TAX PROJECT ASSESSORS AND

401-65-2228

81522 01/05/2022

36687

486.84

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01/05/2022		OPERATIONS & MAINTENAN	TREASURERS NOVEMBER 2021					
		486.84	INVOICE#025-357411 ACCT#54200					
01 O 118971	01/05/2022	VIA HOMES & DEVELOPMENT LLC	JUCC AND GC	635-68-2272	31522	01/05/2022		2200.00
2380.38			GROSS RECEIPTS TAX DECEMBER 1-	635-09-2272	/	/		180.38
01/05/2022			31 2021 INVOICE#24					
CYFD JUVENILE JUSTICE		2200.00	WIND PILIT					
01 O 118972	01/05/2022	WARE, SIDNEY K	8 SESSIONS OF BOYS COUNCIL	635-68-2272	41522	01/05/2022		1320.00
1421.48			COMPLETED DECEMBER 2021					
01/05/2022			GROSS RECEIPTS TAXES INVOICE#	635-09-2272	/	/		101.48
			172					
CYFD JUVENILE JUSTICE		1320.00	WIND PILIT					
01 O 118973	01/05/2022	WHITSON, CHAD	TRAVEL TO ALAMOGORDO NM	401-50-2201	581522	01/05/2022		84.00
84.00			TASER INSTRUCTOR RE-CERT					
01/05/2022			TRAINING					
COUNTY SHERIFF		84.00						
298		2726422.27	TOTAL					

DEBITS

CREDITS

DEBIT ACCOUNT	DEBIT AMOUNT	CREDIT ACCOUNT	CREDIT AMOUNT
** GRAND TOTAL **	2,726,422.27		.00
**TOTAL	189,327.15		.00
GENERAL FUND			
COUNTY COMMISSION	19,906.51		.00
OTHER SALARIES	1,005.60		.00
MAINTENANCE & REPAIRS - VEHICLES	145.34		.00
TELECOMMUNICATIONS	101.70		.00
FURN/FIX/EQUIP	6,808.97		.00
SUPPLIES - GENERAL OFFICE	110.00		.00
CONTRACT - KXNM COMMUNITY FOUNDA	1,250.00		.00
CONTRACT - EXTENSION OFFICE	5,574.50		.00
CONTRACT - ATTORNEY FEES	1,952.00		.00
HEALTH & MEDICAL PREMIUMS-COBRA	2,958.40		.00
**DEPT			
RURAL ADDRESSING	384.13		.00
CONTRACT - EQUIPMENT LEASE	384.13		.00
**DEPT			
PLANNING & ZONING	1,140.99		.00
SUPPLIES - VEHICLE FUEL	43.03		.00
CONTRACTS - EQUIPMENT MAINT	69.53		.00
TELECOMMUNICATIONS	239.07		.00
SUPPLIES - GENERAL OFFICE	112.80		.00
CONTRACT - EQUIPMENT LEASE	676.56		.00
**DEPT			
COUNTY MANAGER	15,043.20		.00
CONTRACTS - EQUIPMENT MAINT	119.06		.00
POSTAGE	13,205.00		.00
TELECOMMUNICATIONS	447.23		.00
SUPPLIES - GENERAL OFFICE	44.88		.00
CONTRACT - OTHER SERVICES	436.37		.00
CONTRACT - PROFESSIONAL SERVICES	134.84		.00
CONTRACT - EQUIPMENT LEASE	655.82		.00
**DEPT			
RAID GRANT FY18	5,631.93		.00
TELECOMMUNICATIONS	45.79		.00
SUPPLIES - GENERAL OFFICE	85.67		.00
PRINTING/PUBLISHING/ADVERTISING	67.22		.00
SUBSCRIPTIONS/DUES/FEES	960.76		.00
CONTRACT - PROFESSIONAL SERVICES	4,472.49		.00
**DEPT			
ADMINISTRATIVE OFFICES MAINTENAN	23,209.68		.00
CONTRACTS - EQUIPMENT MAINT	281.19		.00
UTILITIES - ELECTRICITY	2,198.80		.00
UTILITIES - NATURAL GAS/PROPANE	1,580.27		.00
UTILITIES - WATER	811.16		.00
MAINTENANCE & REPAIRS-BUILD/STRU	18,212.34		.00
SUPPLIES - CLEANING	125.92		.00
**DEPT			
JUDICIAL COMPLEX MAINTENANCE	49,048.25		.00
CONTRACTS - EQUIPMENT MAINT	581.38		.00
TELECOMMUNICATIONS	115.60		.00
UTILITIES - ELECTRICITY	2,335.37		.00
UTILITIES - NATURAL GAS/PROPANE	2,009.56		.00
UTILITIES - WATER	527.10		.00
MAINTENANCE & REPAIRS-BUILD/STRU	43,313.84		.00
SUPPLIES - CLEANING	165.40		.00

**DEPT
401-20-2102

COUNTY CLERK
SALARIES - FULL-TIME POSITIONS

1,306.81
257.67

.00
.00

	DEBITS	CREDITS
401-20-2202		
401-20-2205	SUPPLIES - VEHICLE FUEL	213.11
401-20-2207	TRAVEL - EMPLOYEES	352.00
401-20-2219	TELECOMMUNICATIONS	203.77
	SUPPLIES - GENERAL OFFICE	280.26
**DEPT		
401-21-2221	ELECTIONS	585.01
401-21-2308	PRINTING/PUBLISHING/ADVERTISING	539.37
	VOTING MACHINE STORAGE	45.64
**DEPT		
401-23-2215	MOUNTAINAIR HEALTH CLINIC MAINT	15.29
	MAINTENANCE & REPAIRS-BUILD/STRU	15.29
**DEPT		
401-24-2208	HEALTH DEPT BLDG MAINTENANCE	738.87
401-24-2209	UTILITIES - ELECTRICITY	277.31
401-24-2210	UTILITIES - NATURAL GAS/PROPANE	249.35
401-24-2215	UTILITIES - WATER	196.92
	MAINTENANCE & REPAIRS-BUILD/STRU	15.29
**DEPT		
401-27-2207	MOUNTAINAIR SENIOR CENTER MAINT	2,263.07
401-27-2208	TELECOMMUNICATIONS	59.01
401-27-2209	UTILITIES - ELECTRICITY	442.13
401-27-2210	UTILITIES - NATURAL GAS/PROPANE	742.66
401-27-2215	UTILITIES - WATER	186.32
	MAINTENANCE & REPAIRS-BUILD/STRU	832.95
**DEPT		
401-30-2202	COUNTY TREASURER	2,053.83
401-30-2203	SUPPLIES - VEHICLE FUEL	159.53
401-30-2207	CONTRACTS - EQUIPMENT MAINT	249.76
401-30-2219	TELECOMMUNICATIONS	268.50
401-30-2221	SUPPLIES - GENERAL OFFICE	476.56
401-30-2266	PRINTING/PUBLISHING/ADVERTISING	58.80
401-30-2271	EMPLOYEE TRAINING	225.00
401-30-2274	CONTRACT - OTHER SERVICES	46.18
	CONTRACT - EQUIPMENT LEASE	569.50
**DEPT		
401-36-2207	ESTANCLIA SENIOR CENTER MAINT	1,267.56
401-36-2208	TELECOMMUNICATIONS	260.14
401-36-2209	UTILITIES - ELECTRICITY	309.83
401-36-2210	UTILITIES - NATURAL GAS/PROPANE	439.19
401-36-2215	UTILITIES - WATER	243.14
	MAINTENANCE & REPAIRS-BUILD/STRU	15.26
**DEPT		
401-37-2207	MORRIS SENIOR CENTER MAINT	1,211.12
401-37-2208	TELECOMMUNICATIONS	177.84
401-37-2209	UTILITIES - ELECTRICITY	193.78
401-37-2215	UTILITIES - NATURAL GAS/PROPANE	533.26
	MAINTENANCE & REPAIRS-BUILD/STRU	306.24
**DEPT		
401-40-2207	COUNTY ASSESSOR	3,768.56
401-40-2266	TELECOMMUNICATIONS	519.24
401-40-2271	EMPLOYEE TRAINING	2,460.00
401-40-2284	CONTRACT - OTHER SERVICES	64.50
	CONTRACT - EQUIPMENT LEASE	724.82
**DEPT		
401-49-2207	GRANT ADMINISTRATION	2,134.86
401-49-2218	TELECOMMUNICATIONS	50.94
	FURN/FIX/EQUIP	2,083.92
**DEPT		
	COUNTY SHERIFF	26,161.79

401-50-2201
401-50-2202

MAINTENANCE & REPAIRS - VEHICLES
SUPPLIES - VEHICLE FUEL

3,279.00
12,564.44

.00
.00

	DEBITS	CREDITS
401-50-2203	CONTRACTS - EQUIPMENT MAINT	122.25
401-50-2205	TRAVEL - EMPLOYEES	193.60
401-50-2207	TELECOMMUNICATIONS	2,592.07
401-50-2208	UTILITIES - ELECTRICITY	207.36
401-50-2209	UTILITIES - NATURAL GAS/PROPANE	713.19
401-50-2210	UTILITIES - WATER	241.18
401-50-2219	SUPPLIES - GENERAL OFFICE	336.85
401-50-2224	SUPPLIES - EDUCATIONAL	824.68
401-50-2267	SERVICES - TOWING	176.80
401-50-2271	CONTRACT - OTHER SERVICES	829.09
401-50-2272	CONTRACT - PROFESSIONAL SERVICES	417.07
401-50-2284	CONTRACT - EQUIPMENT LEASE	1,054.18
401-50-2618	CO - VEHICLES	2,611.03
**DEPT		
401-53-2208	COUNTY FAIR	1,255.16
401-53-2209	UTILITIES - ELECTRICITY	246.59
401-53-2210	UTILITIES - NATURAL GAS/PROPANE	49.24
401-53-2215	UTILITIES - WATER	240.84
	MAINTENANCE & REPAIRS-BUILD/STRU	718.49
**DEPT		
401-55-2203	FINANCE DEPARTMENT	6,823.93
401-55-2207	CONTRACTS - EQUIPMENT MAINT	124.65
401-55-2218	TELECOMMUNICATIONS	213.95
401-55-2219	FURN/FIX/EQUIP	2,955.08
401-55-2228	SUPPLIES - GENERAL OFFICE	227.76
401-55-2284	SOFTWARE	2,646.67
	CONTRACT - EQUIPMENT LEASE	655.82
**DEPT		
401-56-2207	ATTORNEY	430.46
401-56-2219	TELECOMMUNICATIONS	45.79
401-56-2269	SUPPLIES - GENERAL OFFICE	91.39
	SUBSCRIPTIONS/DUES/FEES	293.28
**DEPT		
401-65-2202	OPERATIONS & MAINTENANCE	15,865.39
401-65-2207	SUPPLIES - VEHICLE FUEL	405.44
401-65-2213	TELECOMMUNICATIONS	3,661.00
401-65-2228	CONTRACT - IT SERVICES	4,102.64
401-65-2236	SOFTWARE	6,775.23
401-65-2271	SUPPLIES - UNIFORMS	486.13
	CONTRACT - OTHER SERVICES	434.95
**DEPT		
401-82-2202	ANIMAL SERVICES	9,029.90
401-82-2207	SUPPLIES - VEHICLE FUEL	784.05
401-82-2208	TELECOMMUNICATIONS	530.41
401-82-2209	UTILITIES - ELECTRICITY	278.11
401-82-2215	UTILITIES - NATURAL GAS/PROPANE	618.29
401-82-2218	MAINTENANCE & REPAIRS-BUILD/STRU	539.54
401-82-2219	FURN/FIX/EQUIP	564.94
401-82-2223	SUPPLIES - GENERAL OFFICE	764.23
401-82-2239	SUPPLIES - KENNEL	353.90
401-82-2272	MAINTENANCE & REPAIRS - KENNEL	36.79
401-82-2618	CONTRACT - PROFESSIONAL SERVICES	259.64
	CO - VEHICLES	4,300.00
**DEPT		
401-90-2207	PROBATE JUDGE	50.85
	TELECOMMUNICATIONS	50.85
**TOTAL	ROAD FUND	254,637.78

**DEPT
402-60-2201

COUNTY ROAD DEPARTMENT
MAINTENANCE & REPAIRS - VEHICLES

156,524.62
265.00

.00
.00

	DEBITS	CREDITS
402-60-2202	SUPPLIES - VEHICLE FUEL	.00
402-60-2203	CONTRACTS - EQUIPMENT MAINT	22,729.36
402-60-2207	TELECOMMUNICATIONS	.00
402-60-2208	UTILITIES - ELECTRICITY	817.09
402-60-2210	UTILITIES - WATER	1,183.31
402-60-2219	SUPPLIES - GENERAL OFFICE	23.21
402-60-2236	COMMUNICATIONS COST	484.05
402-60-2241	MAINTENANCE & REPAIRS-MACHINERY	21.57
402-60-2248	SUPPLIES - SAFETY	1,660.38
402-60-2250	SUPPLIES - SHOP	930.00
402-60-2284	CONTRACT - EQUIPMENT LEASE	1,396.47
402-60-2607	GRADER/EQUIPMENT LEASE	453.59
		1,618.58
		315.24
		124,626.77
**DEPT	COUNTY ROAD SHOP	.00
402-61-2209	UTILITIES - NATURAL GAS/PROPANE	1,183.26
**DEPT	CAP PROJECT	.00
402-62-2403	CAP MATCHING	38,128.17
**DEPT	SB PROJECT	.00
402-63-2404	SB MATCHING	41,161.21
402-63-2407	SB-7808(105)18	30,000.00
**DEPT	SP PROJECT	11,161.21
402-64-2405	SP MATCHING	17,640.52
**TOTAL	DISTRICT 5 VFD	17,640.52
		10,993.64
**DEPT	STATE FIRE ALLOTMENT	.00
405-91-2201	MAINTENANCE & REPAIRS - VEHICLES	10,993.64
405-91-2202	SUPPLIES - VEHICLE FUEL	2,708.76
405-91-2207	TELECOMMUNICATIONS	1,009.49
405-91-2208	UTILITIES - ELECTRICITY	528.33
405-91-2209	UTILITIES - NATURAL GAS/PROPANE	352.82
405-91-2210	UTILITIES - WATER	1,219.36
405-91-2230	SUPPLIES - MEDICAL	128.92
405-91-2248	SUPPLIES - SAFETY	1,794.60
405-91-2271	CONTRACT - OTHER SERVICES	3,087.58
**TOTAL	DISTRICT 2 VFD	163.78
		3,883.29
**DEPT	STATE FIRE ALLOTMENT	.00
406-91-2202	SUPPLIES - VEHICLE FUEL	3,883.29
406-91-2207	TELECOMMUNICATIONS	553.31
406-91-2208	UTILITIES - ELECTRICITY	228.93
406-91-2209	UTILITIES - NATURAL GAS/PROPANE	187.70
406-91-2210	UTILITIES - WATER	1,045.84
406-91-2230	SUPPLIES - MEDICAL	277.56
406-91-2271	CONTRACT - OTHER SERVICES	1,426.16
**TOTAL	DISTRICT 1 VFD	163.79
		457.99
**DEPT	STATE FIRE ALLOTMENT	.00
407-91-2207	TELECOMMUNICATIONS	457.99
407-91-2208	UTILITIES - ELECTRICITY	195.66
407-91-2271	CONTRACT - OTHER SERVICES	98.54
**TOTAL	DISTRICT 3 VFD	163.79
		4,969.35

**DEPT

STATE FIRE ALLOTMENT

4,969.35

.00

	DEBITS	CREDITS
408-91-2201	MAINTENANCE & REPAIRS - VEHICLES	527.99
408-91-2202	SUPPLIES - VEHICLE FUEL	399.76
408-91-2207	TELECOMMUNICATIONS	212.65
408-91-2208	UTILITIES - ELECTRICITY	482.04
408-91-2209	UTILITIES - NATURAL GAS/PROPANE	1,225.20
408-91-2210	UTILITIES - WATER	68.85
408-91-2215	MAINTENANCE & REPAIRS-BUILD/STRU	51.94
408-91-2230	SUPPLIES - MEDICAL	1,691.53
408-91-2248	SUPPLIES - SAFETY	145.60
408-91-2271	CONTRACT - OTHER SERVICES	163.79
**TOTAL	DISTRICT 4 VFD	893.79
**DEPT	STATE FIRE ALLOTMENT	893.79
409-91-2202	SUPPLIES - VEHICLE FUEL	198.71
409-91-2207	TELECOMMUNICATIONS	188.89
409-91-2208	UTILITIES - ELECTRICITY	112.80
409-91-2209	UTILITIES - NATURAL GAS/PROPANE	145.75
409-91-2210	UTILITIES - WATER	83.85
409-91-2271	CONTRACT - OTHER SERVICES	163.79
**TOTAL	L. E. PROTECTION FUND	231.43
**DEPT	COUNTY SHERIFF	231.43
410-50-2222	SUPPLIES - FIELD	231.43
**TOTAL	COUNTY FIRE PROTECTION FUND	28,454.07
**DEPT	1/4% FIRE EXCISE TAX	28,454.07
411-92-2201	MAINTENANCE & REPAIRS - VEHICLES	9,441.85
411-92-2218	FURN/FIX/EQUIP	10,566.04
411-92-2230	SUPPLIES - MEDICAL	8,345.63
411-92-2271	CONTRACT - OTHER SERVICES	100.55
**TOTAL	FIRE DEPARTMENT ADMIN	4,592.19
**DEPT	STATE FIRE ALLOTMENT	4,592.19
413-91-2201	MAINTENANCE & REPAIRS - VEHICLES	39.27
413-91-2202	SUPPLIES - VEHICLE FUEL	2,904.75
413-91-2207	TELECOMMUNICATIONS	458.32
413-91-2248	SUPPLIES - SAFETY	9.48
413-91-2271	CONTRACT - OTHER SERVICES	1,180.37
**TOTAL	DISTRICT 6 VFD	1,895.14
**DEPT	STATE FIRE ALLOTMENT	1,895.14
418-91-2202	SUPPLIES - VEHICLE FUEL	208.03
418-91-2207	TELECOMMUNICATIONS	739.79
418-91-2208	UTILITIES - ELECTRICITY	61.43
418-91-2209	UTILITIES - NATURAL GAS/PROPANE	644.38
418-91-2210	UTILITIES - WATER	77.73
418-91-2271	CONTRACT - OTHER SERVICES	163.78
**TOTAL	EVSWA CONTRACT	12,379.78
**DEPT	COUNTY COMMISSION	12,379.78
419-05-2292	EVSWA TIPPING FEES	12,379.78
**TOTAL	JAIL FUND	87,987.39

=====
**DEPT

ADULT INMATE CARE

86,865.13

.00
=====

	DEBITS	CREDITS
420-70-2172	CARE OF INMATES	80,120.28
420-70-2173	INMATE MEDICAL	6,465.80
420-70-2207	TELECOMMUNICATIONS	279.05
**DEPT		
420-73-2202	COMMUNITY MONITORING	93.52
420-73-2207	SUPPLIES - VEHICLE FUEL	47.73
420-73-2207	TELECOMMUNICATIONS	45.79
**DEPT		
420-74-2202	TRANSPORTATION OF PRISONERS	1,028.74
420-74-2207	SUPPLIES - VEHICLE FUEL	690.90
420-74-2207	TELECOMMUNICATIONS	337.84
**TOTAL	ENVIRONMENTAL INTERCEPT	64,203.21
**DEPT	ENVIRONMENTAL GROSS RECEIPTS TAX	64,203.21
423-26-2301	EVSWA JPA EGRT	64,203.21
**TOTAL	G.O. BOND DEBT SERVICE 2016	8,909.57
**DEPT	GENERAL OBLIGATION BOND	8,909.57
562-11-2350	BOND INTEREST PAYMENT	8,909.57
**TOTAL	SAFETY PROGRAM	763.02
**DEPT	RISK MANAGEMENT	763.02
600-06-2248	SUPPLIES - SAFETY	763.02
**TOTAL	CIVIL DEFENSE FUND	1,165.27
**DEPT	COMMUNICATIONS/EMS TAX	1,165.27
604-83-2201	MAINTENANCE & REPAIRS - VEHICLES	60.52
604-83-2202	SUPPLIES - VEHICLE FUEL	199.52
604-83-2207	TELECOMMUNICATIONS	186.48
604-83-2208	UTILITIES - ELECTRICITY	443.67
604-83-2248	SUPPLIES - SAFETY	275.08
**TOTAL	DWI PROGRAM FUND	7,151.61
**DEPT	DWI LOCAL GRANT FY20	6,676.68
605-02-2202	SUPPLIES - VEHICLE FUEL	56.25
605-02-2207	TELECOMMUNICATIONS	45.79
605-02-2219	SUPPLIES - GENERAL OFFICE	188.47
605-02-2221	PRINTING/PUBLISHING/ADVERTISING	657.51
605-02-2272	CONTRACT - PROFESSIONAL SERVICES	5,728.66
**DEPT	DWI DISTRIBUTION GRANT FY20	474.93
605-03-2201	MAINTENANCE & REPAIRS - VEHICLES	99.93
605-03-2266	EMPLOYEE TRAINING	225.00
605-03-2269	SUBSCRIPTIONS/DUES/FEES	150.00
**TOTAL	TREASURER'S FEE	3,049.63
**DEPT	COUNTY TREASURER	3,049.63
609-30-2218	FURN/FIX/EQUIP	3,049.63
**TOTAL	CLERK'S EQUIPMENT FUND	997.40
**DEPT	COUNTY CLERK	997.40
612-20-2203	CONTRACTS - EQUIPMENT MAINT	561.44

612-20-2284
612-20-2308

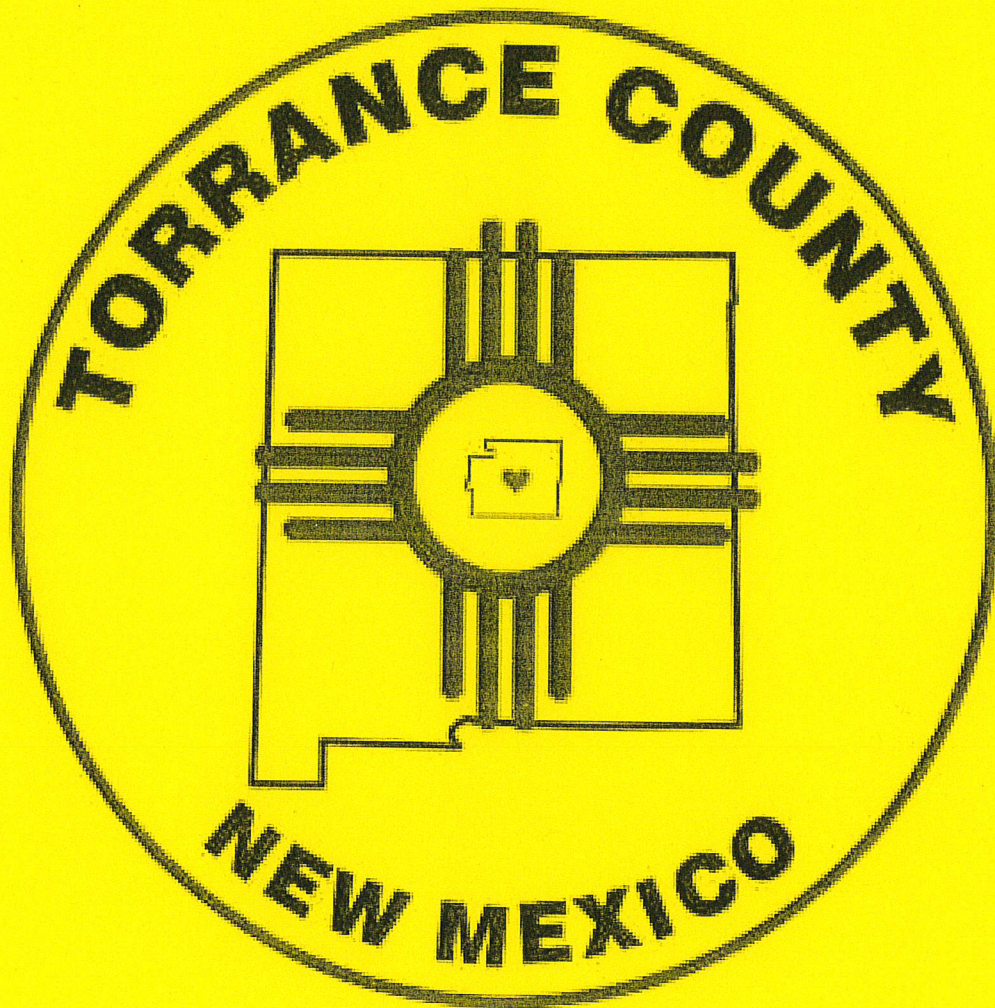
CONTRACT - EQUIPMENT LEASE
VOTING MACHINE STORAGE

320.24
115.72

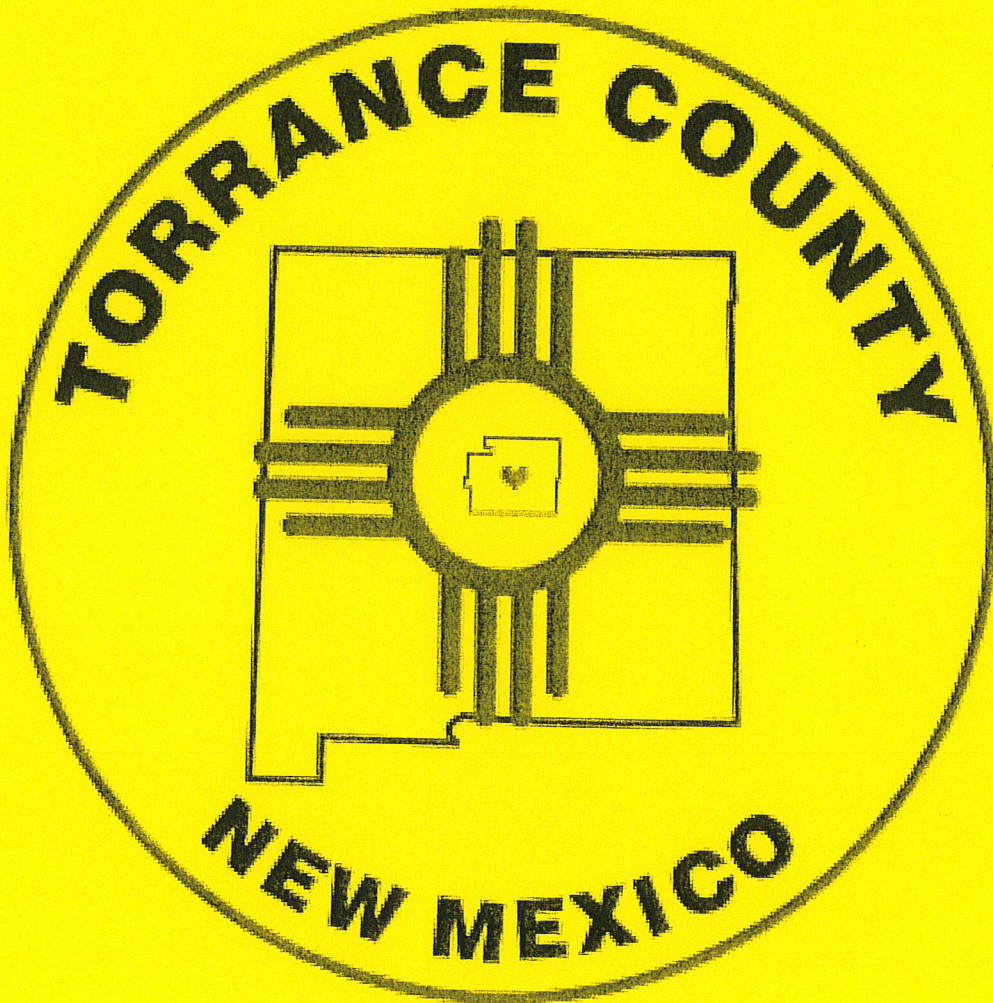
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DEBITS CREDITS

**TOTAL			7,502.00	.00
**DEPT				
616-18-2272	RPHCA GRANT		7,502.00	.00
**TOTAL			7,502.00	.00
**DEPT				
620-94-2218	RPHCA GRANT FY20		8,586.08	.00
620-94-2611	CONTRACT - PROFESSIONAL SERVICES		8,586.08	.00
620-94-2618	CONTRACT - PROFESSIONAL SERVICES		2,630.58	.00
**TOTAL			4,299.60	.00
**DEPT				
635-68-2272	COUNTY INFRASTRUCTURE GRANT		1,655.90	.00
**TOTAL			8,171.63	.00
**DEPT				
635-09-2272	JUVENILE JUSTICE GRANT		603.63	.00
**DEPT				
635-68-2272	WIND PILT		603.63	.00
**TOTAL			7,568.00	.00
**DEPT				
690-09-2284	CYFD JUVENILE JUSTICE GRANT FY20		7,568.00	.00
**DEPT				
690-86-2207	CONTRACT - PROFESSIONAL SERVICES		763.92	.00
**TOTAL			531.26	.00
**DEPT				
804-89-2257	WIND PILT		531.26	.00
**TOTAL			232.66	.00
**DEPT				
825-70-2172	CONTRACT - EQUIPMENT LEASE		232.66	.00
**TOTAL			441.65	.00
**DEPT				
911-80-2202	DV CONTRACT F20		441.65	.00
911-80-2203	TELECOMMUNICATIONS		441.65	.00
911-80-2207	DRUG EDUCATION PROGRAM		2,006,934.21	.00
911-80-2208	DRUG EDUCATION		2,006,934.21	.00
911-80-2209	SUPPLIES - OUTREACH MATERIALS		2,006,934.21	.00
911-80-2215	IMMIGRATION & CUSTOMS ENFORCEMENT		7,080.08	.00
911-80-2218	ADULT INMATE CARE		6,861.30	.00
911-80-2248	CARE OF INMATES		104.58	.00
911-80-2272	EMERGENCY-911 FUND		52.57	.00
**DEPT				
911-85-2266	911-DISPATCH CENTER		1,199.38	.00
BANK01	SUPPLIES - VEHICLE FUEL		1,328.73	.00
** BANK TOTALS **	CONTRACTS - EQUIPMENT MAINT		15.25	.00
	TELECOMMUNICATIONS		1,860.09	.00
	UTILITIES - ELECTRICITY		263.37	.00
	UTILITIES - NATURAL GAS/PROPANE		60.00	.00
	MAINTENANCE & REPAIRS-BUILD/STRU		218.78	.00
	FURN/FIX/EQUIP		218.78	.00
	SUPPLIES - SAFETY			
	CONTRACT - PROFESSIONAL SERVICES			
	DFA TRAINING GRANT			
	EMPLOYEE TRAINING			
	US BANK		2,726,422.27	.00
	** BANK TOTALS **		2,726,422.27	.00



*Agenda Item
No. 12*



*Agenda Item
No. 13-A*

January 6, 2022

The Honorable Ryan Schwebach
Chairman, Torrance County Board of Commissioners
P. O. Box 48
Estancia, NM 87016

Re: County Commission Redistricting 2021

Dear Chairman Schwebach:

I am writing in response to the commission's request for information regarding redistricting principles applicable to Torrance County. With regard to the districting and redistricting of county commissions, New Mexico statutes provide the following:

"A county having a population greater than thirteen thousand, according to the most recent federal decennial census, shall be divided by the board of county commissioners into as many compact single-member districts as there are board members to be elected. The districts shall be as equal in population as possible and numbered respectively to correspond to the number of board members...The division of the county into single-member districts shall be made once immediately following each federal decennial census". (NMSA 1978, 4-38-3 (A))

Additionally, Section 1-3-13 NMSA 1978, Paragraphs D and F provide:

"...in the same calendar year in which the state receives the results of a federal decennial census: ... (2) each local public body subject to districting and whose governing body members are not elected at the regular local election shall create or redraw districts for the local public body."

And:

"A local public body shall establish districts in which the number of persons in each district, as shown in the most recent federal decennial census, is as nearly equal in population as practical, but within five percent of the mean."

The Torrance County Commission is a board that governs a county of more than 13,000 inhabitants—the 2020 population is 15,045—and is also a local public body subject to redistricting and whose governing body members are not elected at the regular local election, which was held November 2, 2021.

Torrance County has three county commission districts. This means that by statute each district has an ideal population of 5,015. The "five percent" requirement means that each district may deviate from the ideal by no more than 250 people, in other words, contain a population of all persons that is not fewer than 4,765 and not greater than 5,265.

After reviewing all the precinct changes in Torrance County, and resolving questions regarding the borders of Precinct 14, *New Mexico Demographic Research* determined that the three existing Torrance County Commission Districts as currently constituted are as follows:

<u>District</u>	<u>Population</u>	<u>Deviation</u>	<u>Deviation %</u>
1	5,216	+ 201	+ 4.01
2	4,807	- 208	- 4.15
3	5,022	+ 7	+ 0.14

With all three districts falling within the legally allowable deviation from the mean, there is no requirement by statute that the county make any changes to the current districts. Torrance County meets the New Mexico statutory requirements for districts that must be balanced by population and it also meets all other requirements for county commission redistricting.

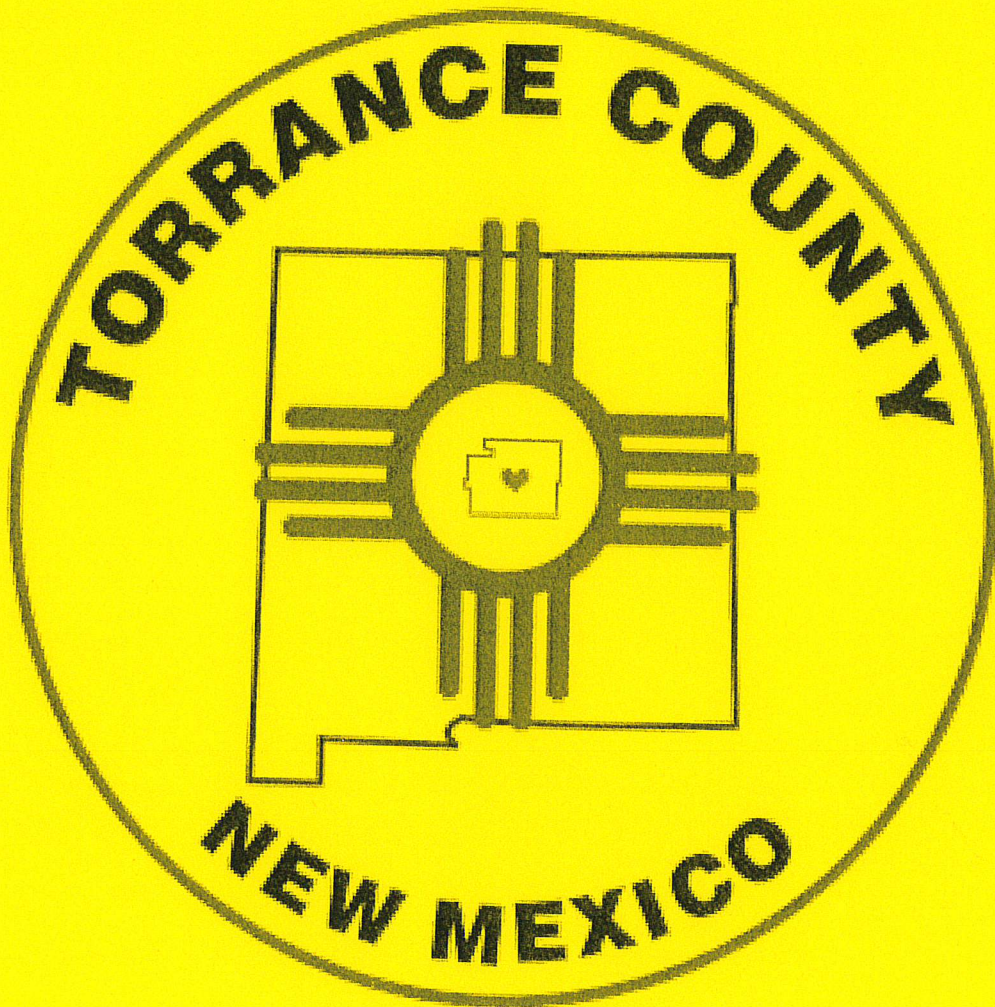
There is no statutory requirement for the county to adopt a resolution. Nor is there any statutory requirement (or administrative rule) for a report to the Secretary of State or any other entity. However, your county attorney may wish to officially notify the Secretary of State for the purposes of establishing a record in advance of the upcoming election proclamation to be issued at the end of January.

The Torrance County government was provided this information prior to the end of the calendar year, with the county being notified of the fact that it met the statutory requirements regarding the "one-person, one-vote" principle for decennial redistricting. Accordingly, there was no statutory requirement for the county commission to hold a meeting prior to the end of the year or to take any other action regarding the question of districting or redistricting.

If you have any further questions, please do not hesitate to contact me regarding any issues related to redistricting.

Sincerely,

Rod Adair
New Mexico Demographic Research, LLC



*Agenda Item
No. 13-B*



Torrance County Board of Commissioners

Meeting 1/12/2022

Item 13B

Department: Finance
Prepared By: J Oliver
Reviewed By: Juan Torres

Title: Budget Increase/Transfer, Resolution No. 2022-_____

Action:

Motion to Approve Budget Increase for Traffic Safety Grant, GRT for dispatch for security upgrades, private funds for body armor for Sheriff Deputies, and a budget transfer from court seizure to general fund.

Summary:

The traffic safety grant agreement is not received each year until after the new fiscal year begins, thus requiring a budget increase to ensure proper budgeting. The security system upgrades for dispatch will be paired with state capital outlay (\$75,500). The private funds came from a local business as a private donation to purchase Angel Armor body armor for sheriff deputies. The transfer of funds came from expenditures that resulted from a court ordered seizure auction, in which it was later determined that the expenses were reimbursable to the county from proceeds of the auction.

Significant Issues:

Failure to approve the budget increase for the traffic safety grant will result in an audit finding. The security upgrades for dispatch have been worked on for the last 2 years and was awarded state funding. At the initial onset the project would have cost closer to the award amount (\$75,500), but with recent inflation the updated quote was \$106,000. Without approving additional funds, the county runs the risk of losing the state funding for this project. The private funds for Angel Armor body armor were received and need to be put into the county's budget, failure to budget these funds would result in an audit finding and the inability to use the funding. Failure to approve the transfer would result in the funds not being returned into the general fund and possibly being lost in the court seizure fund forever.

Financial:

The financial impact of not approving the Resolution is audit findings that could cause the county to lose grant funding and/or state capital outlay funding.

Management's Recommendation:

Approve

TORRANCE COUNTY RESOLUTION# 2022-

Budget Increase/Transfer

WHEREAS, the Torrance County Commission in regular session on Wednesday, January 12th 2022, 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/Transfer: (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 12th day of
January 2022.

Approve as to Form:

Torrance County Board of Commissioners

John M. Butrick
County Attorney

Kevin McCall, District 1

Attest:

Yvonne Otero
Torrance County Clerk

Ryan Schwebach, District 2

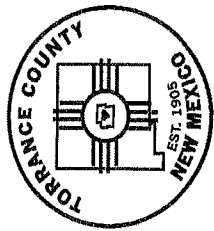
LeRoy M. Candelaria, District 3

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

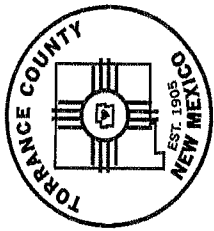
Resolution 2022-

Increase

Schedule B

January 12, 2022

		From				TO			
Department	Source	Line Item	Description	Amount	Line Item	Description	Amount		
Dispatch	GRT	911	00	1501	Communications Tax	\$	35,000.00		
					911	80			
						2	611		
							CO-Building & Improvements		
							\$	35,000.00	
TOTAL				\$	35,000.00		\$	35,000.00	



Torrance County

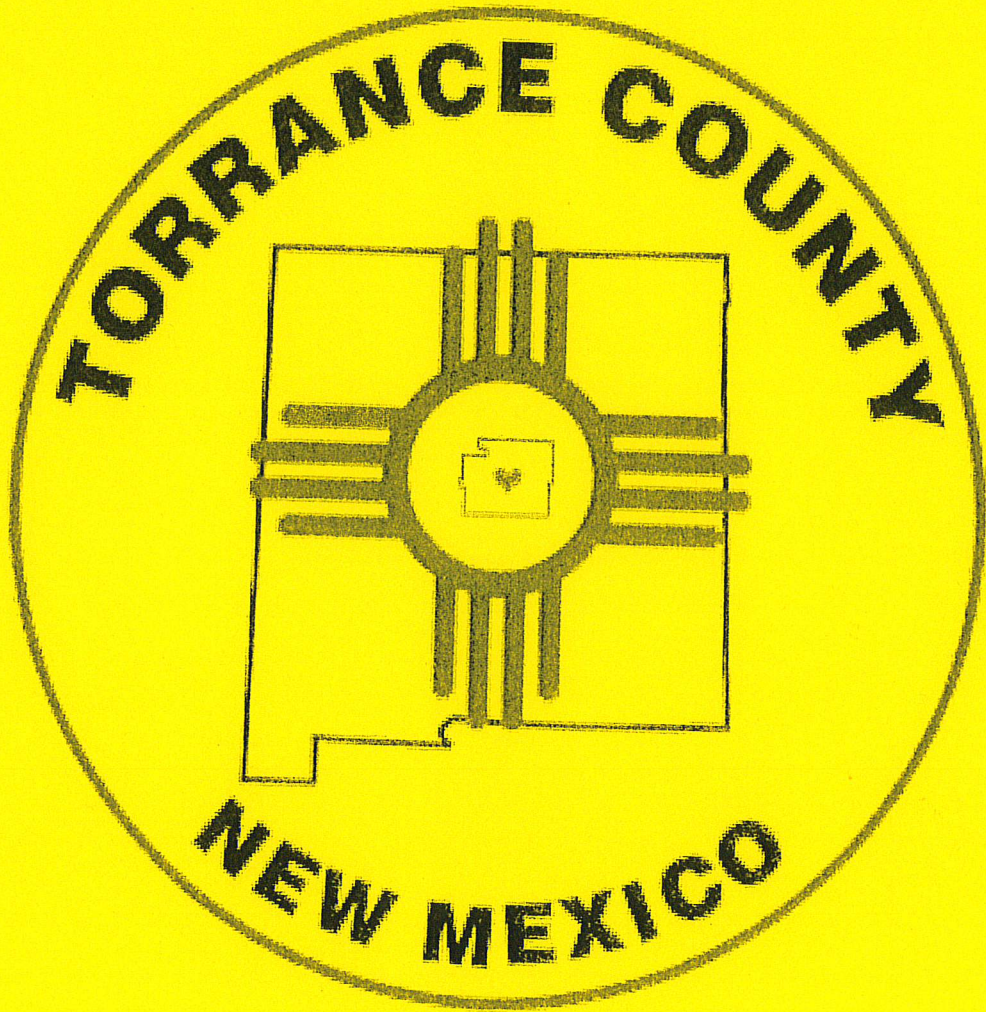
Resolution 2022-

Increase

Schedule C

January 12, 2022

		From			TO		
Department	Source	Line Item	Description	Amount	Line Item	Description	Amount
Sheriff	Angel Armor	425	1212	Angel Armor	425	50	
						222	Field Supplies
				\$ 11,127.00			\$ 11,127.00
TOTAL				\$ 11,127.00			\$ 11,127.00



*Agenda Item
No. 13-C*



Torrance County Board of Commissioners
Meeting 1/12/2022
Item 13C

Department: Grants
Prepared by: Juan Torres
Reviewed by: Janice Barela

Title: Motion to approve Resolution 2022-___, Acceptance of Agreement for Aging and Long-Term Services Capital Appropriations Project Renovations to the Moriarty Senior Center.

Action:

Approval of Resolution

Summary: A Resolution accepting the agreement for the Aging and Long-Term Services capital appropriation and authorizing County Manager, Janice Barela, or Deputy County Manager, Juan Torres, to sign the agreement, act as the project contact, and sign all other documents necessary to fulfill the grant agreements and requirements.

Significant Issues:

- The Moriarty Senior Center renovation project was submitted and approved in the 2020 ICIP lists with \$60,500 requested.
- In 2020, New Mexico Aging and Long-Term Services Department (ALTSD) awarded the funding.
- The agreements were received on 01/03/2022.

Financial:

- The County will receive \$60,500.00 for renovations to the Moriarty Senior Center.

Staff Recommendation:

Approve

**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2022-**

**ACCEPTANCE OF AGREEMENT FOR AGING AND LONG-TERM SERVICES
CAPITAL APPROPRIATIONS PROJECT
RENOVATIONS TO THE MORIARTY SENIOR CENTER
A21F2063**

WHEREAS, in the Laws of 2021, Chapter 138, Section 5, Paragraph 57, the Legislature made an appropriation to the Aging and Long-Term Services Department, hereinafter called "ALTSD," to make available to Torrance County, hereinafter called the "Grantee," and

WHEREAS, the ALTSD is granting to Grantee funding not to exceed Sixty Thousand Five Hundred Dollars and No Cents (\$60,500.00) to renovate the existing Moriarty Senior Center in Moriarty, NM, and

WHEREAS, the ALTSD has submitted agreement for project A21F2063 to grantee for acceptance; and

NOW, THEREFORE BE IT RESOLVED by the governing body of TORRANCE COUNTY that Torrance County agrees to the terms set forth in the agreement and Janice Y. Barela, County Manager, or successor, or her alternate, Juan Torres, Deputy County Manager, or successor, is authorized on behalf of the County to sign the Grant Agreement for this project, act as the project contact, and serve as the point of contact to sign all other documents necessary to fulfill the Grant Agreement and requirements.

DONE THIS 12th DAY OF January, 2022.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

County Attorney

Date

Ryan Schwebach, Chair

Kevin McCall, Vice Chair

LeRoy Candelaria, Member

ATTEST:

Yvonne Otero, County Clerk

Date: _____

**STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this _____ day of _____, _____, by and between the Aging and Long-Term Services Department, hereinafter called the "Department" or abbreviation such as "ALTSD", and Torrance County, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2021, Chapter 138, Section 5, Paragraph 57, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

A21F2063 \$60,500.00 APPROPRIATION REVERSION DATE: 30-JUN-2025
Laws of 2021, Chapter 138, Section 5, Paragraph 57, for renovations to the Moriarty senior center in Moriarty in Torrance county;

The Grantee's total reimbursements shall not exceed sixty thousand five hundred dollars \$60,500.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, (\$0), which equals zero dollars \$60,500.00.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: Torrance County
Name: Juan Torres
Title: Deputy County Manager – Project Manager
Address: P.O. Box 48, Estancia NM 87016
Email: jtorges@tcnm.us
Telephone: 505-967-2142

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: Torrance County
Name: Jeremy Oliver
Title: Finance Director – Fiscal Contact
Address: P.O. Box 48, Estancia NM 87016
Email: joliver@tcnm.us
Telephone: 505-544-4720

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Aging and Long-Term Services Department
Name: Barbara J. Romero
Title: Capital Projects Bureau Chief
Address: 2550 Cerrillos Road Santa Fe, NM 87505
Email: barbara.romero@state.nm.us
Telephone: 505-365-3660

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2025, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.

- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any

or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Torrance County may immediately terminate this Agreement by giving Contractor written notice of such termination. The Torrance County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Torrance County or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Torrance County or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the Torrance County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Torrance County only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the

SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By:

Its: Cabinet Secretary or Designee

Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative:[_____]

FROM: Grantee:[_____]

Grantee Official Representative:[_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number [_____]

Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

**ATTACHMENT A
SPECIAL CONDITIONS**

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Attachment A** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY2020 audit. The Special Conditions identified below apply to the authorized agent, Torrance County.

The Torrance County was not required to provide sufficient documentation regarding Torrance County's 2020 Audit file. Therefore, the criteria to enter into this agreement have been met.

PROJECT DESCRIPTION FORM
SCOPE OF WORK (SOW)

1. **Name of Grantee/ Fiscal Agent: Torrance County**
2. **Project Title: Moriarty Senior Center Renovation**
3. **Grant Agreement Number: A21F2063**
4. **Background Narrative:** A subject matter expert with more than 25-years' experience in building management/construction completed an assessment of the current Moriarty Senior Center and found that the building is visibly aged and in poor over all condition and will require on-going costly repairs to remain operational. He recommend replacement of the facility at a new location with optimal space for adequate parking. The current building was built in 1951, making the building 70 years old. It was originally used as a church, but Torrance County converted it for use as a senior center. Numerous problems were identified, but with this project Torrance County will fix critical renovations to keep the center operational until a new center can be constructed. Critical activities identified include (1) upgrading bathrooms to replace damaged and inefficient fixtures; (2) replacing existing doors with ADA-compliant doors to improve accessibility by seniors, (3) installing carpeting to remove trip hazards, (4) replacing flashing and gutters to prevent further damage, (5) making electrical upgrades to properly install wiring in the walls as a replacement to wiring currently ran externally through conduit, and (6) replacing the grease trap to prevent horrible odors.
5. **Work Plan:** Torrance County will renovate the existing Moriarty Senior Center to ensure it remains operational while a new center is planned, designed, and constructed. Critical activities planned for this renovation project include (1) upgrading two bathrooms to replace damaged and inefficient fixtures (2) replacing existing two exterior doors with ADA-compliant doors, (3) installing 2,000 square feet of carpeting, (4) replacing flashing and gutters, (5) making electrical upgrades by properly installing wiring to replace wiring currently run through conduit that is sagging, and (6) replacing the grease trap. Torrance County will seek bids to hire one or more contractors to complete the work. The entire cost is estimated at \$60,500; however, Torrance County will cover cost overages that could be caused by increase cost of materials caused by the COVID-19 emergency. The entire project should be complete within 18 months from receipt of the fully-executed agreement barring unavoidable delays such as material unavailability or closures due to emergency orders.
6. **Budget Detail:**

Project Cost Activities <i>(These are only examples .Insert activities specific to the proposed project.)</i>	Other Funds	State Funds
Architect/Engineer		
Construction		
Renovation	TBD	60,500
Improvements for Code Compliance		
Equipment		
Vehicle Purchase		
Other Costs (specify)		

7. **Performance Measures:** Bathrooms will have new, efficient fixtures, trip hazards will be eliminated, flashing and gutters will prevent further water damage, wiring will be properly installed eliminating hazard, and noxious odors from the grease trap will be eliminated. Success will be measured by completing an end-of-project evaluation which will include updating the Facility/Fixture Inventory noting improvements throughout the

facility. Also, a survey will be administered to senior citizens, their families, and staff, to gather subjective data about the functionality and appeal of the center and its services.

8. **Results Expected:** The goals of these activities include making renovations to prevent future damage to the building and removing safety hazards throughout the building.

9.

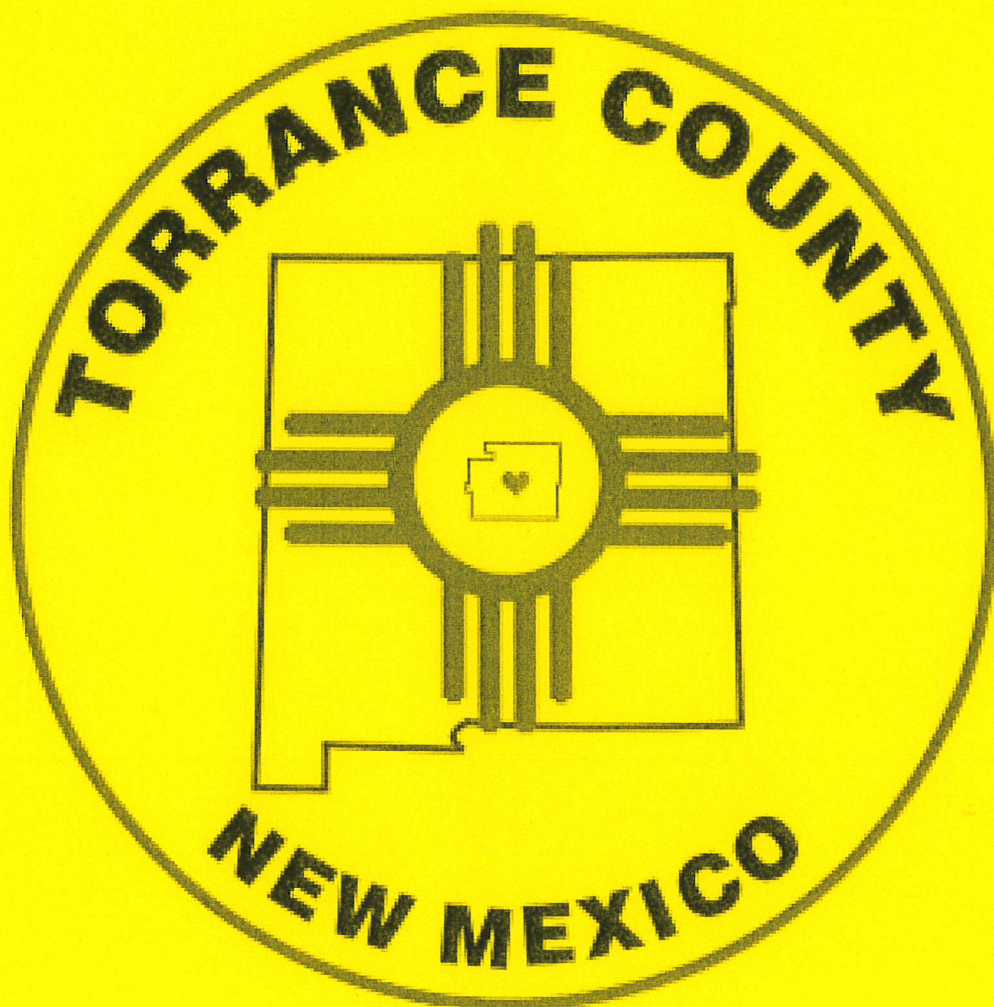
Time Frame/ Milestones: <i>(These are only examples. Insert milestones specific to the proposed project.)</i>	<i>(Project the month & year for each milestone)</i>
	Dates are determined assuming fully-executed agreement is received by September 30, 2021.
RFP/Quotes Secured	October 31, 2021
Bid Awarded to Contractor/Vendor - based off Commission Schedule and deadlines to submit Agenda Requests	December 8, 2021
Bathroom fixtures purchased and installed	March 31, 2022
New carpeting installed	June 30, 2022
Flashing and gutters installed	September, 30, 2022
New wiring installed and old wiring and conduits removed	December 31, 2022
Grease trap replaced	April 30, 2023
Project Completion & Review NOT allowing for possible delays	March 30, 2023
Submit Request for Payment Form and Supporting Documents to ALTSD/Capital Projects Bureau	March 30, 2023

10 **Responsible Staff** *(include Project Manager and Fiscal Contact):*

Name: Juan Torres
Title: Deputy County Manager – Project Manager
Address PO Box 48; Estancia, NM 87016
Email: jtorres@tcnm.us
Phone: 505-967-2142

Name: Jeremy Oliver
Title: Finance Director – Fiscal Contact
Address: PO Box 48, Estancia, NM 87016
Email: joliver@tcnm.us
Phone: 505-544-4720

NOTICE: The Grant Application, if approved for funding by ALTSD and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.



*Agenda Item
No. 13-D*



Torrance County Board of Commissioners
Meeting 1/12/2022
Item 13D

Department: Grants
Prepared by: Juan Torres
Reviewed by: Janice Barela

Title: Motion to approve Resolution 2022-___, Acceptance of Agreement for Aging and Long-Term Services Capital Appropriations Project Renovations to the Mountainair Senior Center.

Action:

Approval of Resolution

Summary: A Resolution accepting the agreement for the Aging and Long-Term Services capital appropriation and authorizing County Manager, Janice Barela, or Deputy County Manager, Juan Torres, to sign the agreement, act as the project contact, and sign all other documents necessary to fulfill the grant agreements and requirements.

Significant Issues:

- The Mountainair Senior Center renovation project was submitted and approved in the 2020 ICIP lists with \$176,000 requested.
- In 2020, New Mexico Aging and Long-Term Services Department awarded the funding.
- The agreements were received on 01/03/2022.

Financial:

- The County will receive \$176,000.00 for renovations to the Mountainair Senior Center.

Staff Recommendation:

Approve

**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2022-**

**ACCEPTANCE OF AGREEMENT FOR AGING AND LONG-TERM SERVICES
CAPITAL APPROPRIATIONS PROJECT
RENOVATIONS TO THE MOUNTAINAIR SENIOR CENTER
A21F2064**

WHEREAS, in the Laws of 2021, Chapter 138, Section 5, Paragraph 57, the Legislature made an appropriation to the Aging and Long-Term Services Department, hereinafter called "ALTSD," to make available to Torrance County, hereinafter called the "Grantee," and

WHEREAS, the ALTSD is granting to Grantee funding not to exceed One Hundred Seventy Six Thousand Dollars and No Cents (\$176,000.00) to renovate the Mountainair Senior Center in Mountainair, NM, and

WHEREAS, the ALTSD has submitted agreement for project A21F2064 to grantee for acceptance; and

NOW, THEREFORE BE IT RESOLVED by the governing body of TORRANCE COUNTY that Torrance County agrees to the terms set forth in the agreement and Janice Y. Barela, County Manager, or successor, or her alternate, Juan Torres, Deputy County Manager, or successor, is authorized on behalf of the County to sign the Grant Agreement for this project, act as the project contact, and serve as the point of contact to sign all other documents necessary to fulfill the Grant Agreement and requirements.

DONE THIS 12th DAY OF January, 2022.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

County Attorney Date

Ryan Schwebach, Chair

Kevin McCall, Vice Chair

LeRoy Candelaria, Member

ATTEST:

Yvonne Otero, County Clerk
Date: _____

**STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this _____ day of _____, _____, by and between the Aging and Long-Term Services Department, hereinafter called the “Department” or abbreviation such as “ALTSD”, and Torrance County, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2021, Chapter 138, Section 5, Paragraph 58, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

A21F2064 \$176,000.00 APPROPRIATION REVERSION DATE: 30-JUN-2025
Laws of 2021, Chapter 138, Section 5, Paragraph 58, to plan, design, construct, equip and furnish the Mountainair senior center in Torrance county; and

The Grantee’s total reimbursements shall not exceed one hundred seventy six dollars \$176,000.00 (the “Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP amount”)¹, if applicable, one thousand seven hundred sixty dollars (\$1,760), which equals one hundred seventy four thousand two hundred forty dollars \$174,240.00.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

¹ The AIPP amount is “an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000).” Section 13-4A-4 NMSA 1978.

This project is referred to throughout the remainder of this Agreement as the “Project”; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the “Project Description.” Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT’S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department’s Obligation to Reimburse² Grantee (hereinafter referred to as “Notice of Obligation”). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee’s expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee’s Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee’s expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as “Third Party Obligations”; and
- (iv) The Grantee’s submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee’s submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department’s issuance and the Grantee’s receiving of

² “Reimburse” as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: Torrance County
Name: Juan Torres
Title: Deputy County Manager / Project Manager
Address: P.O. Box 48, Estancia NM 87016
Email: jtorres@tenm.us
Telephone: 505-967-2142

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: Torrance County
Name: Jeremy Oliver
Title: Finance Director / Fiscal Contact
Address: P.O. Box 48, Estancia, NM 87016
Email: joliver@tcnm.us
Telephone: 505-544-4720

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Aging and Long-Term Services Department
Name: Barbara J. Romero
Title: Capital Projects Bureau Chief
Address: 2550 Cerrillos Road Santa Fe, NM 87505
Email: barbara.romero@state.nm.us
Telephone: 505-365-3660

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2025, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

V.A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.

- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any

or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Torrance County may immediately terminate this Agreement by giving Contractor written notice of such termination. The Torrance County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Torrance County or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Torrance County or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the Torrance County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Torrance County only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.
- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By:

Its: Cabinet Secretary or Designee

Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]

FROM: Grantee: [_____]

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [_____]

Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

**ATTACHMENT A
SPECIAL CONDITIONS**

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Attachment A** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY2020 audit. The Special Conditions identified below apply to the authorized agent, Torrance County.

The Torrance County was not required to provide documentation regarding Torrance County's 2020 Audit file. Therefore, the criteria to enter into this agreement have been met.

PROJECT DESCRIPTION FORM

SCOPE OF WORK (SOW)

1. **Name of Grantee/ Fiscal Agent:** Torrance County
2. **Project Title:** Mountainair Senior Center Renovation
3. **Grant Agreement Number:** A21F2064
4. **Background Narrative:** Torrance County will plan, design, and construct renovations to the Mountainair Senior Center. Improvements include an ADA compliant sidewalk and awning to the main entrance, as well as renovations to include interior repairs made necessary because of damage caused by a leaking roof. The roof has been repaired; however, interior damage remains. Updating the facility will enhance the effectiveness of services and solve safety concerns. The entrance requires a new sidewalk because the existing sidewalk is damaged by ice build-up causing spalling. A new awning needs to be installed to prevent ice build-up in the main entry.
5. **Work Plan:** Torrance County will renovate the Mountainair Senior Center including six activities: (1) plan, design, and construct an ADA compliant sidewalk and awning to the main entrance of the building; (2) resurface parking lot; (3) repair subsurface of floors and replace carpeting throughout the 6,900 square foot facility; (4) purchase and install new windows in the older section of the building; (5) purchase and install new LED lighting; and (6) upgrade swamp cooler to two DC cooling units. The entire cost is estimated at \$176,000; however, Torrance County will cover overages that could be caused by increase cost for materials caused by the COVID-19 emergency. The budget has also been modified to allow for Art in Public Places. The entire project should be able to be completed within 18 months from receipt of the fully-executed agreement barring unavoidable delays such as material unavailability or closures due to emergency orders. However, the project schedule has been expanded to allow for sidewalk, awning, and parking lot construction and window replacement to be completed during warmer months to minimize discomfort and interruption of senior services.
6. **Budget Detail:**

Project Cost Activities <i>(These are only examples .Insert activities specific to the proposed project.)</i>	Other Funds	State Funds
Architect/Engineer		16,500
Construction	1,760	113,740
Equipment		44,000
Other Costs (specify) Art in Public Places		1,760
Totals		176,000

7. **Performance Measures:** The new sidewalk, parking lot surface, and flooring will remove trip and slip hazards. The new awning will prevent water and ice from pooling in the main entry way. New windows in the older section of the building will provide for more comfortable interior and reduce utility bills. LED lighting will be more efficient and reduce utility costs. The new DC cooling units will reduce extreme heat in the kitchen making for more comfortable and safer interior environment.
8. **Results Expected:** Goals of these activities include removing trip and slip hazards that currently exist within the exterior and interior of the building; improving comfort of senior citizens, their families, and staff; and improving energy efficiency decreasing utility costs.

9.

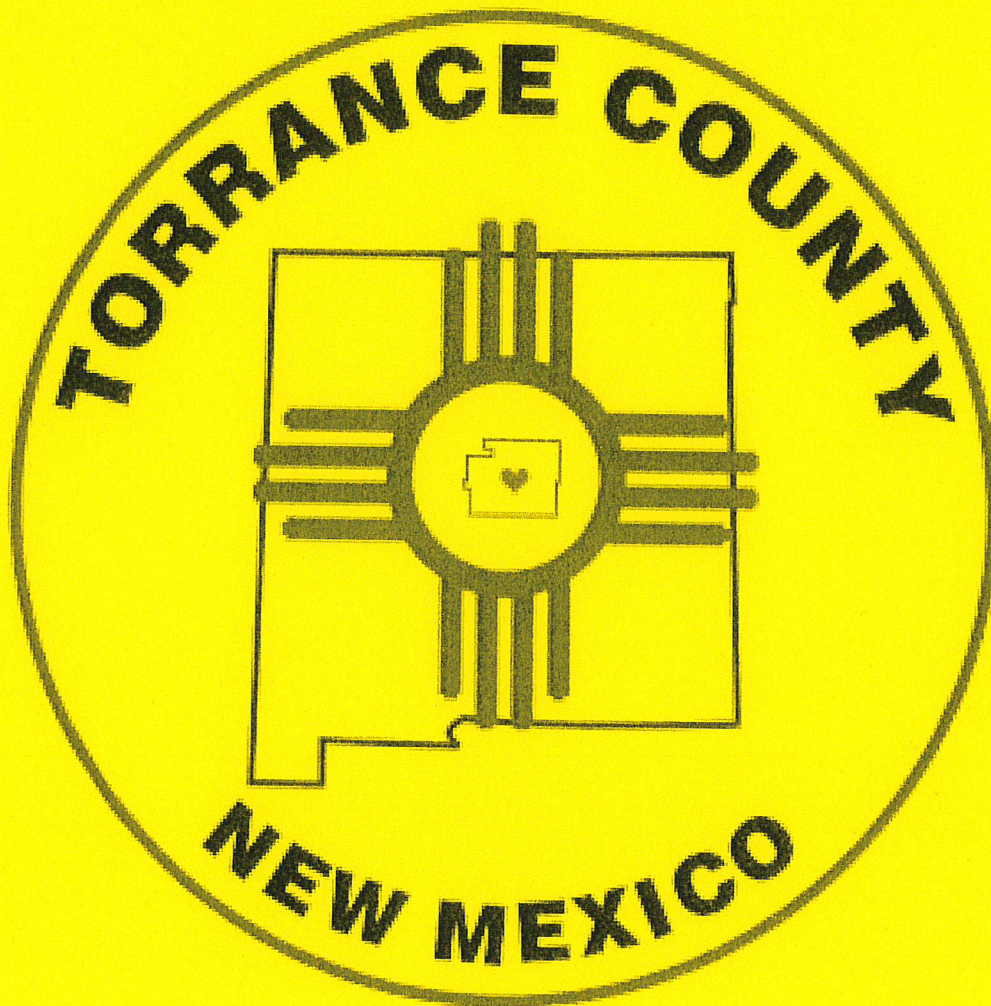
Time Frame/ Milestones: <i>(These are only examples. Insert milestones specific to the proposed project.)</i>	<i>(Project the month & year for each milestone)</i> Dates are determined assuming fully-executed agreement is received by September 30, 2021.
RFP/Quotes Secured	October 31, 2021
Bid Awarded to Contractor/Vendor - based off Commission Schedule and deadlines to submit Agenda Requests	December 8, 2021
Repair subsurface of floors and replace carpeting	April 30, 2022
Upgrade swamp cooler to two DC cooling units	May 31, 2022
ADA compliant sidewalk and awning constructed	September 30, 2022
Resurface parking lot	September 30, 2022
Purchase and install new LED lighting	December 31, 2022
Purchase and install new windows in the older section of the building	June 30, 2023
Project Completion & Review NOT allowing for possible delays	June 30, 2023
Submit <u>Request for Payment</u> Form and Supporting Documents to ALTSD/Capital Projects Bureau	June 30, 2023

10. Responsible Staff *(include Project Manager and Fiscal Contact):*

Name: Juan Torres
 Title: Deputy County Manager – Project Manager
 Address: PO Box 48, Estancia, NM 87016
 Email: jtorres@tcnm.us
 phone: 505-967-2142

Name: Jeremy Oliver
 Title: Finance Director – Fiscal Contact
 Address: PO Box 48, Estancia, NM 87016
 Email: joliver@tcnm.us
 Phone: 505-544-4720

NOTICE: The Grant Application, if approved for funding by ALTSD and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.



*Agenda Item
No. 13-E*

1 **TORRANCE COUNTY**
2 **BOARD OF COUNTY COMMISSIONERS**
3 **RESOLUTION NO. R 2022-**
4

5 **A RESOLUTION ADOPTING THE FY 2023-2027 INFRASTRUCTURE CAPITAL**
6 **IMPROVEMENT PLAN (ICIP)**

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

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

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

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

16 **NOW, THEREFORE, BE IT RESOLVED BY THE** Torrance County Board of
17 Commissioners that:

18 1. The county government has adopted the attached FY 2023-2027 Infrastructure Capital
19 Improvement "Plan", and

20 2. It is intended that the Plan be a working document and is the first of many steps toward
21 improving rational, long-range capital planning and budgeting for New Mexico's infrastructure

22 3. This Resolution supersedes Resolution No. R2021-35.

23 **DONE THIS 12th DAY OF JANUARY, 2022.**

24 **APPROVED AS TO FORM ONLY:**

BOARD OF COUNTY COMMISSIONERS

25 _____
26
27 County Attorney Date

Ryan Schwebach, Chair

28 _____
29 Kevin McCall, Vice Chair

30 _____
31 LeRoy M. Candelaria, Member

32 **ATTEST:**

33

34 _____
Yvonne Otero, County Clerk

35

36 Date: _____

37

Infrastructure Capital Improvement Plan FY 2023-2027

Torrance County Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2023	2024	2025	2026	2027	Total Project Cost		Phases?
											Not Yet	Funded	
26827	2023	001	County Fair Ground Improvements	Facilities - Other	901,950	118,800	4,537,500	982,520	1,375,000	165,000	8,080,770	7,178,820	Yes
20624	2023	002	New County Government Offices	Facilities - Administrative Facilities	310,800	8,000,000	250,000	0	0	0	8,560,800	8,250,000	Yes
26803	2023	003	Road Department Equipment	Equipment - Other	157,000	206,800	800,000	0	0	0	1,163,800	1,006,800	Yes
25657	2023	004	4x4 Sheriff Patrol Vehicles	Vehicles - Public Safety Vehicle	359,000	132,000	132,000	132,000	132,000	132,000	1,019,000	660,000	Yes
39148	2023	005	Green Road Improvements	Transportation - Highways/Roads/Bridges	0	400,000	0	0	0	0	400,000	400,000	No
14072	2023	006	County Road Improvements	Transportation - Highways/Roads/Bridges	900,000	300,000	0	0	0	0	1,200,000	300,000	No
36646	2023	007	Security Fencing / Target Hardening	Facilities - Other	136,857	38,500	0	0	0	0	175,357	38,500	Yes
36651	2023	008	Restoration and Preservation of Historical Records	Other - Other	0	66,000	82,500	28,600	0	0	177,100	177,100	No
28448	2023	009	Duran Water System Improvements	Water - Water Supply	145,000	448,676	2,394,304	0	0	0	2,987,980	2,842,980	Yes
37625	2023	010	Emergency Management Facility and Shelter	Facilities - Other	560,884	185,000	0	0	0	0	745,884	185,000	Yes
18519	2023	011	Water System Upgrade	Water - Water Supply	0	0	330,000	0	0	0	330,000	330,000	Yes
26830	2023	012	Purchase and Equip Medical Response Vehicles	Equipment - Public Safety Equipment	303,033	332,236	332,236	0	0	0	967,505	664,472	Yes
36698	2024	001	Mescalero Reservoir Dam Mitigation	Water - Storm/Surface Water Control	0	0	85,000	0	0	0	85,000	85,000	Yes
39178	2024	002	New Type 6 Urban Interface Apparatus	Equipment - Public Safety	0	0	500,000	0	0	0	500,000	500,000	No

Infrastructure Capital Improvement Plan FY 2023-2027

		Equipment										
10012	2024 003	Emergency Services Infrastructure	Facilities - Fire Facilities	0	0	400,000	0	2,000,000	0	2,400,000	2,400,000	Yes
39183	2024 004	Remodel Former Jail/Evidence Area	Facilities - Administrative Facilities	1,515	0	410,080	0	0	0	411,595	410,080	Yes
39185	2024 005	New Regional Animal Shelter	Facilities - Other	0	0	4,400,000	0	0	0	4,400,000	4,400,000	No
37624	2025 001	Abo Water System Development	Water - Water Supply	0	0	0	120,000	1,720,088	0	1,840,088	1,840,088	Yes
39189	2025 002	Develop Torrance County Park	Other - Other	20,000	0	0	0	475,000	375,000	870,000	850,000	Yes

Number of projects:	19											
Funded to date:	3,796,039	10,228,012	14,653,620	1,263,120	5,702,088	672,000						
Grand Totals										Total Project Cost:	Total Not Yet Funded:	
										36,314,880	32,518,840	



New Project

WG Recommendation: Add to ICIP.

P25/700Mhz Project

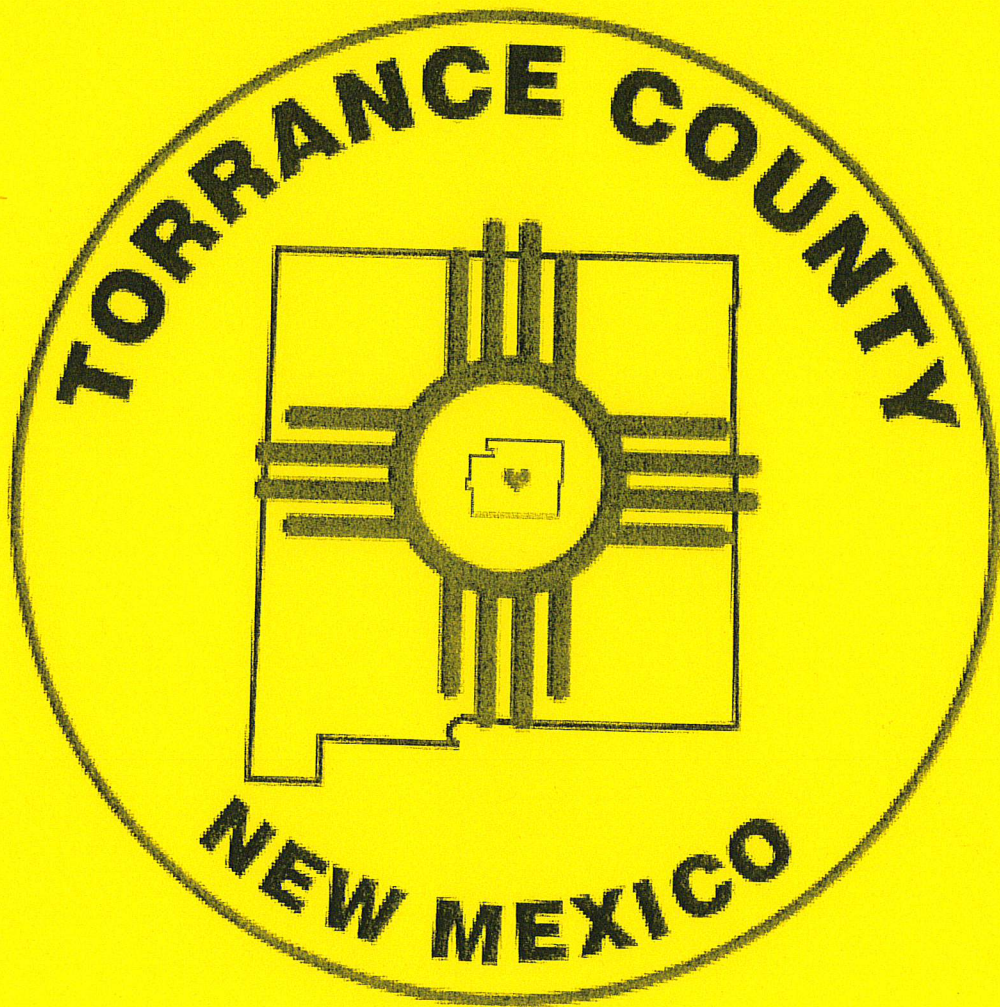
Year 1-2:

13

- Purchase Portable and Mobile Dual Band Radios for all County Departments
- Work with State of New Mexico to add Infrastructure/Equipment for the project and become a contributing member

Category	Funded	2022 (23)	2023 (24)	2024 (25)	2025 (26)	2026 (27)	Total
Acquisition							
Furnish/Equip		1,000,000	1,000,000				2,000,000
Total		1,000,000	1,000,000				2,000,000





*Agenda Item
No. 14-A*



Torrance County

Planning & Zoning

PO Box 48

205 S. 9th Street

Estancia, NM 87016

(505) 544-4393 Main Line (505) 384-5294 Fax

www.torrancecountynm.org

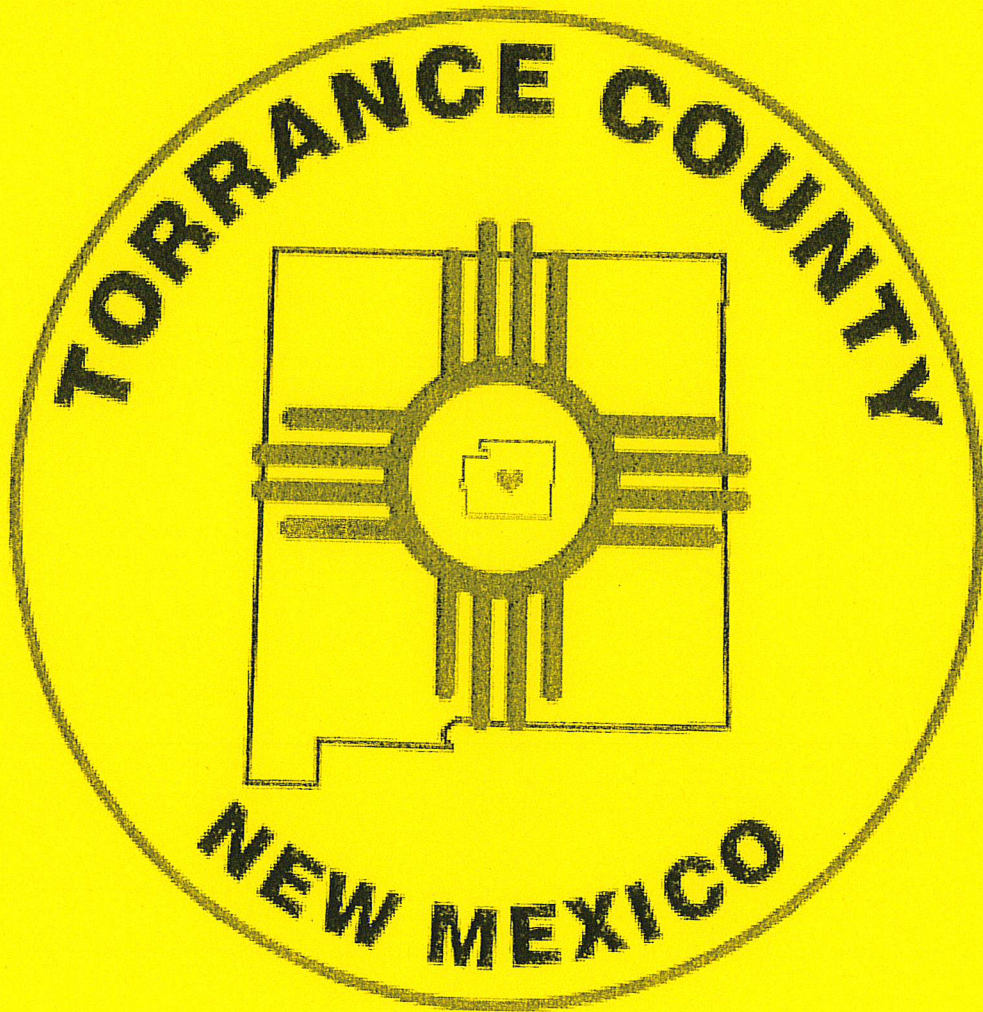
2022 Planning & Zoning Board Meeting Schedule

Pursuant to NMSA Chapter 10, Article 15, OPEN MEETINGS, Torrance County announces meeting dates as follows for the year 2021

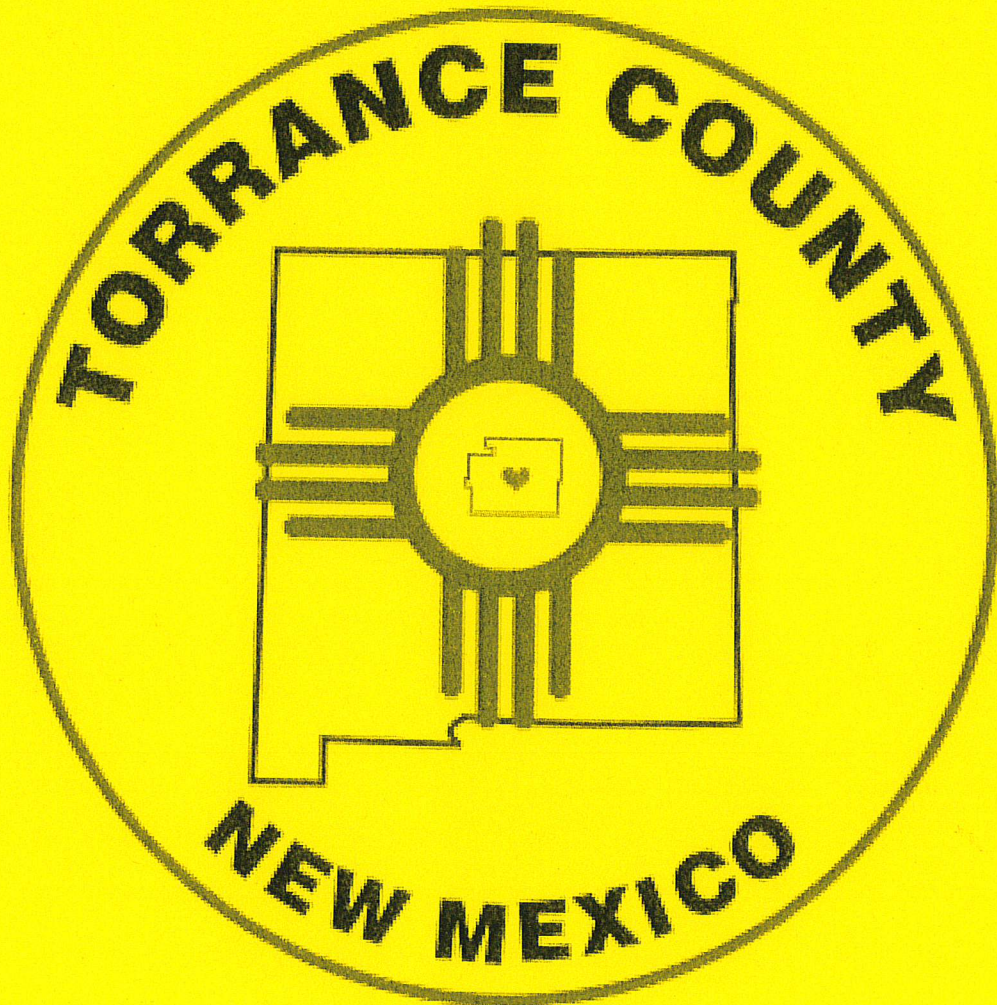
<u>Application Submission Deadline</u>		<u>Meeting date</u>
December 2, 2021	for	January 5, 2022
January 6, 2022	for	February 2, 2022
February 3, 2022	for	March 2, 2022
March 3, 2022	for	April 6, 2022
April 7, 2022	for	May 4, 2022
May 5, 2022	for	June 1, 2022
June 2, 2022	for	July 6, 2022
July 7, 2022	for	August 3, 2022
August 4, 2022	for	September 7, 2022
September 8, 2022	for	October 5, 2022
October 6, 2022	for	November 2, 2022
November 3, 2022	for	December 7, 2022
December 8, 2022	for	January 4, 2023

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

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



*Agenda Item
No. 14-B*



*Agenda Item
No. 14-C*



October 27, 2021

Torreón MDWCA
Attn: LeRoy Alderete
PO Box 90
Torreón, NM 87061

RE: 2021 Tank Maintenance Project

Thank you for considering Midco Diving & Marine Services, Inc. – a proud member and supporter of New Mexico Rural Water Association (NMRWA). We are pleased to provide the following proposal to perform the scope of work outlined below.

All diving operations are fully insured for "Commercial Diving Operations" including: General Liability, Workman's Compensation, Hull Machinery, Protection and Indemnity, Pollution Liability, Maritime Employers Liability, Contractor's Pollution, Automotive Liability, U.S.L.H. and Umbrella/Excess Liability/Bumbershoot. **Verifiable Certificates of Insurance with Current Limits** are available upon request.

Midco Diving & Marine Services, Inc. is in full compliance with OSHA 29 CFR 1910, Subpart T - Commercial Diving Operations regulations. OSHA specifies that the minimum acceptable dive crew size is three qualified divers. Not all firms comply with this mandate and continue to use two-person dive crews or unqualified personnel; please be aware of these safety concerns when evaluating our proposal.

- Current diver and equipment certifications will be available on site for review:
- Diver training – from accredited commercial dive school (each dive team member)
 - Current First Aid/CPR training (each dive team member)
 - Annual medical examination determining diver is fit to perform assigned tasks (each dive team member)
 - Air purity test for breathing air source(s) – tested every 6 months
 - Breathing gas supply hoses – tested at least annually to 1.5 times their working pressure
 - Depth gauges – calibrated every 6 months

TANK DESCRIPTION(S)

Tank	Capacity	Dimensions	Type
Torreón GSR Tank	50 K Gallons	60' Tall X 12' Diameter	Steel Bolted Standpipe

Inspection

An inspection with a live video recording, will be placed on a flash drive documenting the findings in the tank. Inspection procedures include, but not limited to:

- Inlet / Outlet
- Overflow
- Roof and Roof Hatch
- Walls and Floors
- Baffles / Support Walls
- Interior Ladders
- Roof Vents
- Exterior Ladder & Rails
- Sumps
- Internal Plumbing
- Joints and Seams
- Interior Coatings
- Exterior Coatings
- Telemetry
- Sediment Depths

Cleaning

Midco will remove up to three inches (3") of accumulated material from the storage tank floor using underwater vacuum procedures as needed. Material(s) that cannot be removed by normal vacuum procedures or material(s) in excess of three inches (3") will be removed for an **additional charge** with an estimated price given on site. Material(s) such as sand, gravel and concrete are considered debris and will be removed by hand at an **additional charge**. All discharged materials, including water, are the responsibility of the Client, Owner or Owners Representative unless prior arrangements are made.

Potable Water Operations – All Midco divers and associated in tank equipment are fully disinfected in accordance with ANSI/AWWA Standard C652-11. All system entries will be conducted in accordance with applicable OSHA regulations pertaining to Diving & Confined Space; including 1910.401 – 1910.441. Specialty equipment may include but is not limited to; appropriate OSHA climbing and personal fall protection, AWWA and ADCI approved commercial diving equipment as it relates to in-service potable water operations.



800.479.1558 (P)
800.238.0217 (F)
www.midcodiving.com
info@midcodiving.com



NEW MEXICO
RURAL WATER
ASSOCIATION

P.O. Box 513 Rapid City, South Dakota 57709 – 650.791.3030



Cleaning & Inspection Pricing (Including Inspection DVD)	\$3,189.00
Additional Sediment & Tank Repair Contingency Reserve.....	\$3,000.00
Additional Services	
<input type="checkbox"/> EPA or State Report	\$149.00 Each
<input checked="" type="checkbox"/> Full Written Report with EPA or State Report	\$249.00 Each
<input type="checkbox"/> No Report(s) Requested	
<i>Fix level indicator, I have the cable.</i> <i>Pricing above does not include Local, State or Franchise Taxes – if any.</i>	

This proposal, when executed by both parties, shall constitute a binding agreement between the parties. The persons signing on behalf of the Client, Owner or Owners Representative and Midco hereby represents and certifies that they are fully empowered to bind the respective parties to this contract. Any contract that is not fulfilled will be subject to a cancellation fee. **Terms are net 10 days from completed on site work**; interest accrues at 1.5% monthly on any unpaid balance. Any fees required to obtain a city business license or any additional permits will be added to the final invoice at the current city rate plus appropriate markup. Please note the above pricing **does not include**; contract review, comprehensive dive plans, additional insurance requirements, third party vendor verification site requirements and/or any repair work unless stated with the above pricing. This proposal is valid for thirty (30) days from receipt.

- To Expedite your project please be aware of the following:**
- The tank(s) must be full to overflow and in-service prior to the crews' arrival.
 - Access into the reservoirs must be sufficient for safe diver entry and exit. A minimum hatch size of 24", no hatch obstructions, and unobstructed road access to the tank.
 - Working with our scheduling department to complete the project in a timely and proficient manner, which may require weekend and/or holiday access.
 - It will be the responsibility of the Client, Owner, or Owner Representative to notify antenna operator and/or owners prior to crews' arrival for proper lockout of all antennas, RF devices (Radio Frequency Antennas) and EME sources (Electromagnetic Energy) that may interfere with Midco team safety and access to the water reservoirs.

This quotation has been prepared exclusively for your firm using information you provided. Incorrect or inaccurate information used for estimate purposes that delays progress may influence your final price. Interruptions in the work progression, not in control of Midco Diving & Marine Services, Inc., such as, weather or other delays may also affect your final pricing. If Midco Diving & Marine Services, Inc is unable to complete the work as described above due to lack of weekend and/or holiday access, tank access, water levels, safety issues, etc. a nominal trip charge and/or standby fee will be added. The contents of this quotation are considered confidential and are not to be divulged to third parties. Please note, it is the Client, Owner or Owner Representative's responsibility to test and maintain for water quality.

All Midco Diving quotes are subject to availability of personnel and equipment. Upon approval, please sign return by fax, email or mail to Midco Diving & Marine Services, Inc.

Torreon MDWCA
 PO Box 90
 Torreon, NM 87061

Midco Diving & Marine Services, Inc.
 PO Box 513
 Rapid City, SD. 57709
 P: (800) 479-1558
 F: (800) 238-0217

*I have read, understand and agree
 to the terms of this proposal:*

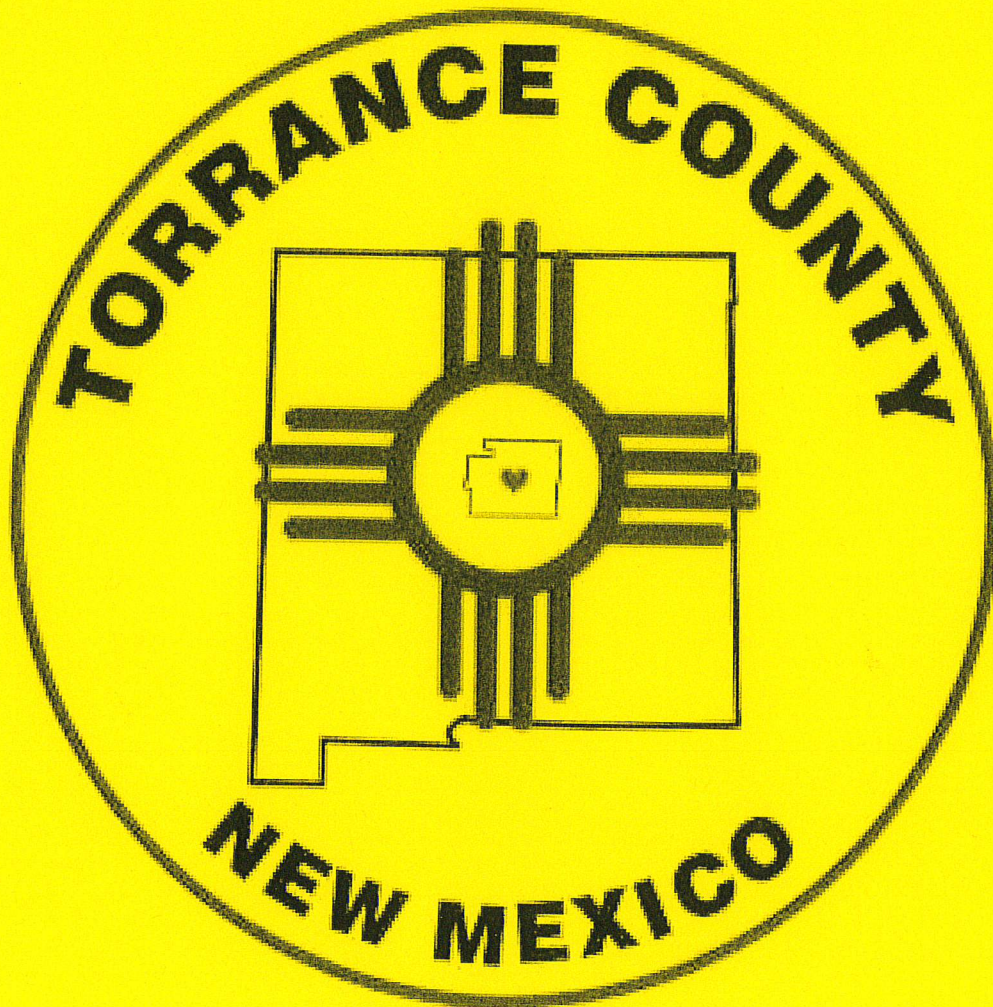
By: *LeRoy Alder*
 Title: *President*
 Date: *Nov. 1 2021*

By: *Gordon A. Coates*
 Title: New Mexico Regional Manager
 Date: October 27, 2021



800.479.1558 (P)
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*Agenda Item
No. 14-D*



Torrance County Board of Commissioners
Meeting 1/12/2022
Item 14D

Department: Grants
Prepared by: Juan Torres
Reviewed by: Janice Barela

Title: Motion to approve Service Agreement between Torrance County and Quick Med Claims for EMS Billing and Reimbursement services.

Action:

Approval of agreement.

Summary:

Torrance County Emergency Medical Services (EMS) has started transporting as required by our PRC license. The County currently does not have the ability to bill or collect for the services provided. The County's current EMS service contract with Superior will expire on January 26, 2022. After that date, Torrance County EMS will then have to take all the ambulance calls with assistance from Moriarty and Mountainair through Memorandum of Understandings (MOUs). The service agreement between Quick Med Claims (QMC) would allow the County to bill and collect revenue for the services provided. This contract will allow the County to start the billing process immediately and will give us time to create and submit a Request For Proposal (RFP) for a long-term billing solution.

Significant Issues:

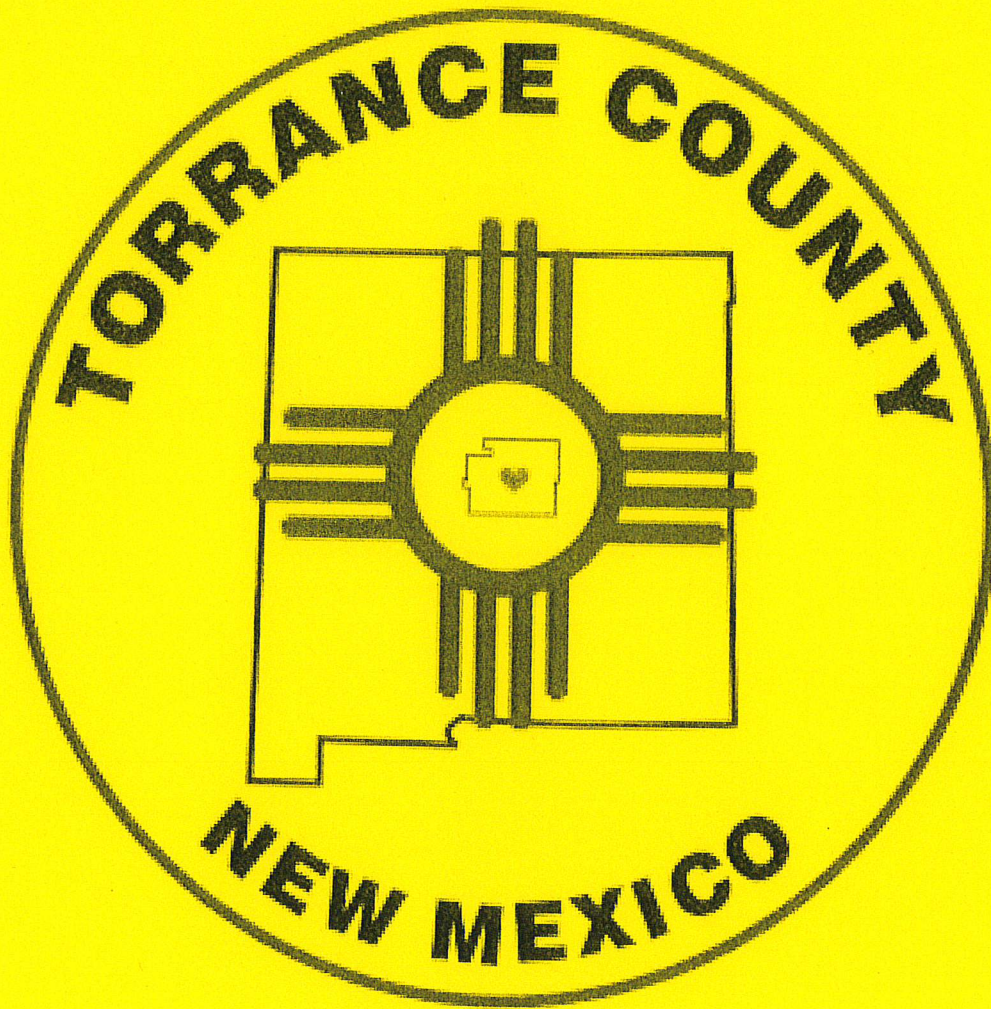
- Torrance County is required to provide transport services through our PRC license.
- Torrance County EMS does not have the means to bill or collect for services provided.
- QMC's service fee will be 6.5% of collected revenue and \$7.50 per each transport not billable as an ambulance transport, ambulance assist or other ambulance based activity. The fees will be included as part of QMC's collection. The County is not required to pay them directly.

Financial:

- The contract term is for one (1) year not to exceed \$59,999.99.

Staff Recommendation:

Approve



*Agenda Item
No. 14-E*



Torrance County Board of Commissioners
Meeting 1/12/2022
Item 14E

Department: Grants
Prepared by: Juan Torres
Reviewed by: Janice Barela

Title: Motion to approve the agreement between Torrance County and Consulting Pharmacy for pharmaceutical services.

Action:

Approval of agreement.

Summary:

The County is now transporting more and have staff trained to provide advanced life support (ALS) level care. The Drug Enforcement Agency (DEA) license is necessary to provide ALS level care. The current consulting pharmacist is not able to assist us in obtaining our DEA license. If approved, the County would be switching our consulting pharmacist. All terms of the contract will remain the same other than a compensation increase from \$250.00 to \$500.00 per quarter.

Significant Issues:

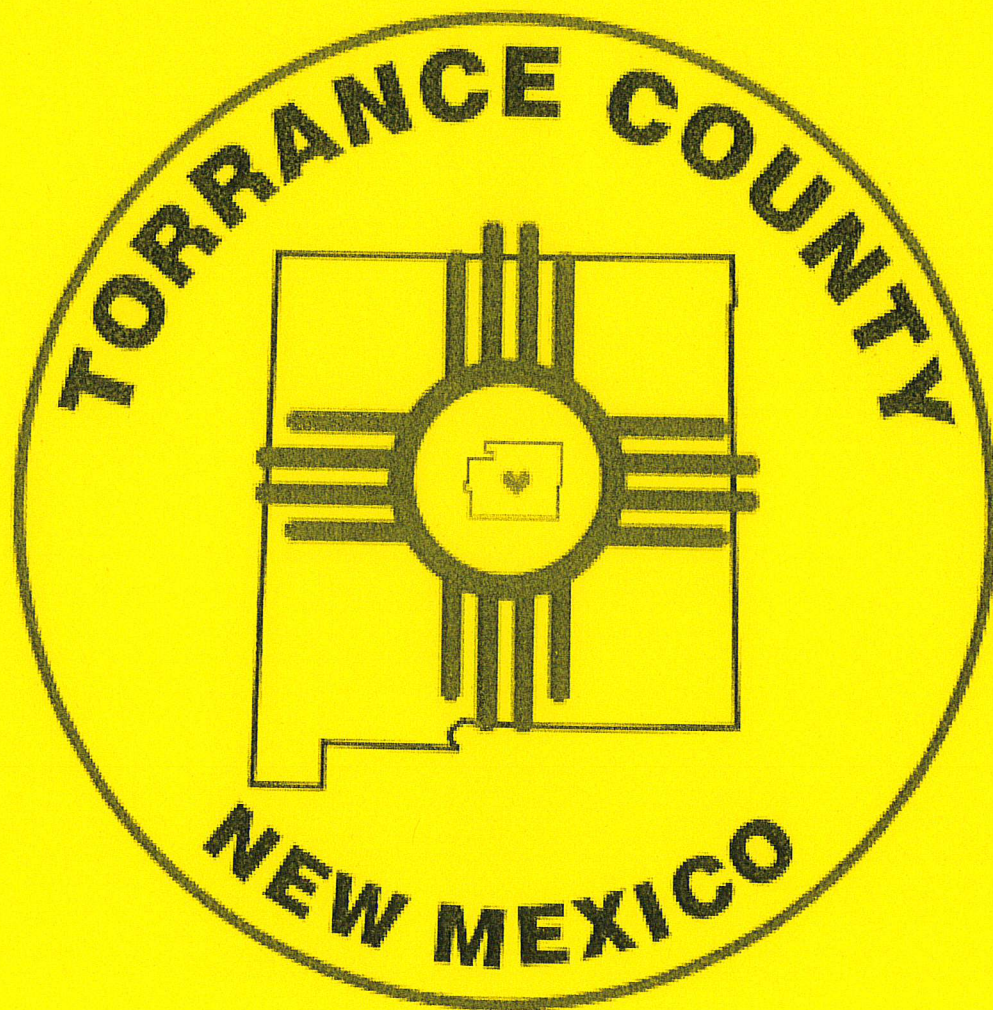
- The County needs to contract with a new consulting pharmacist in order to obtain our DEA license which is required to provide ALS level care.

Financial:

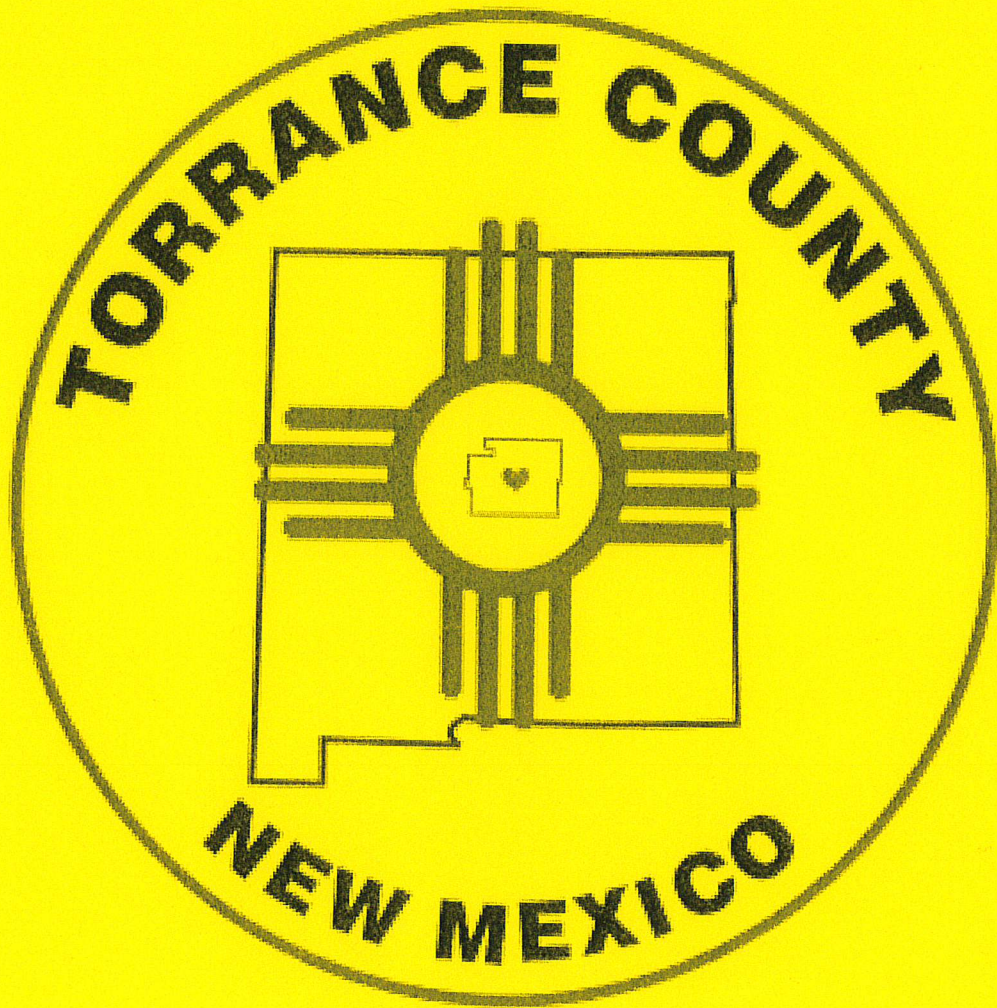
- The County will pay \$500.00 per quarter for consulting pharmacist services.

Staff Recommendation:

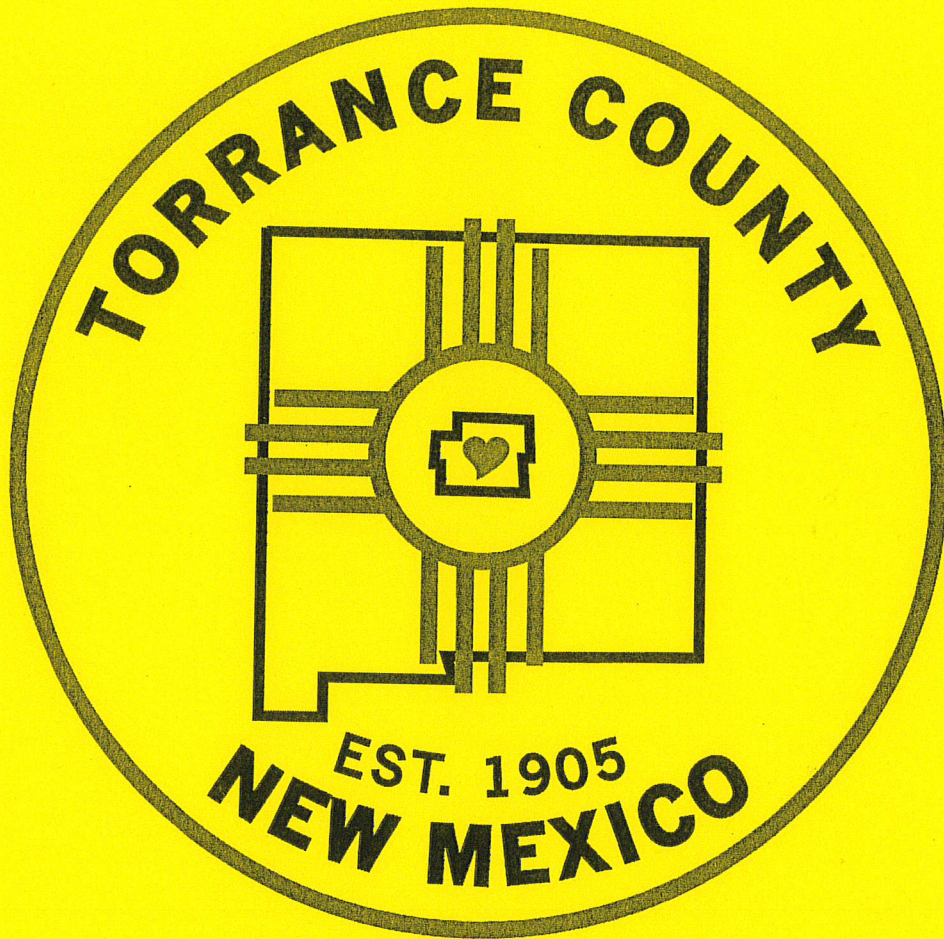
Approve



*Agenda Item
No. 14-F*

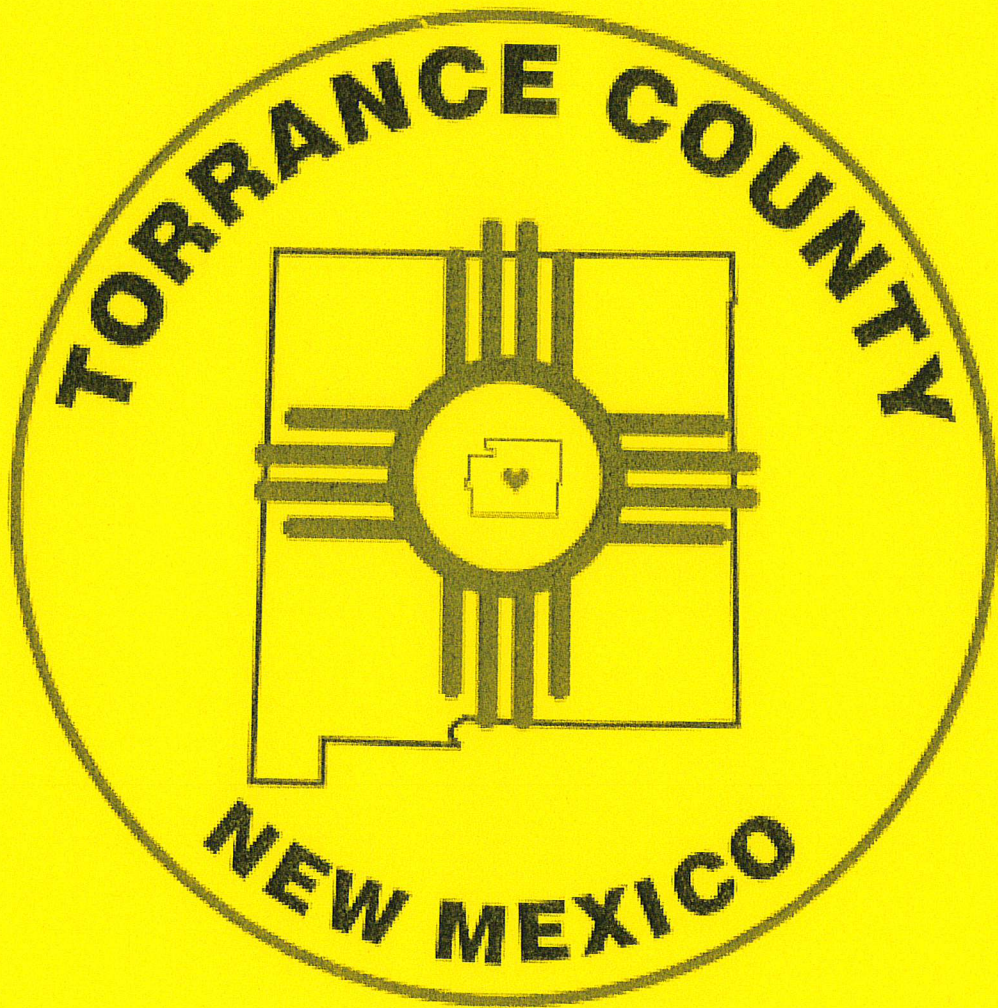


*Agenda Item
No. 15-A*

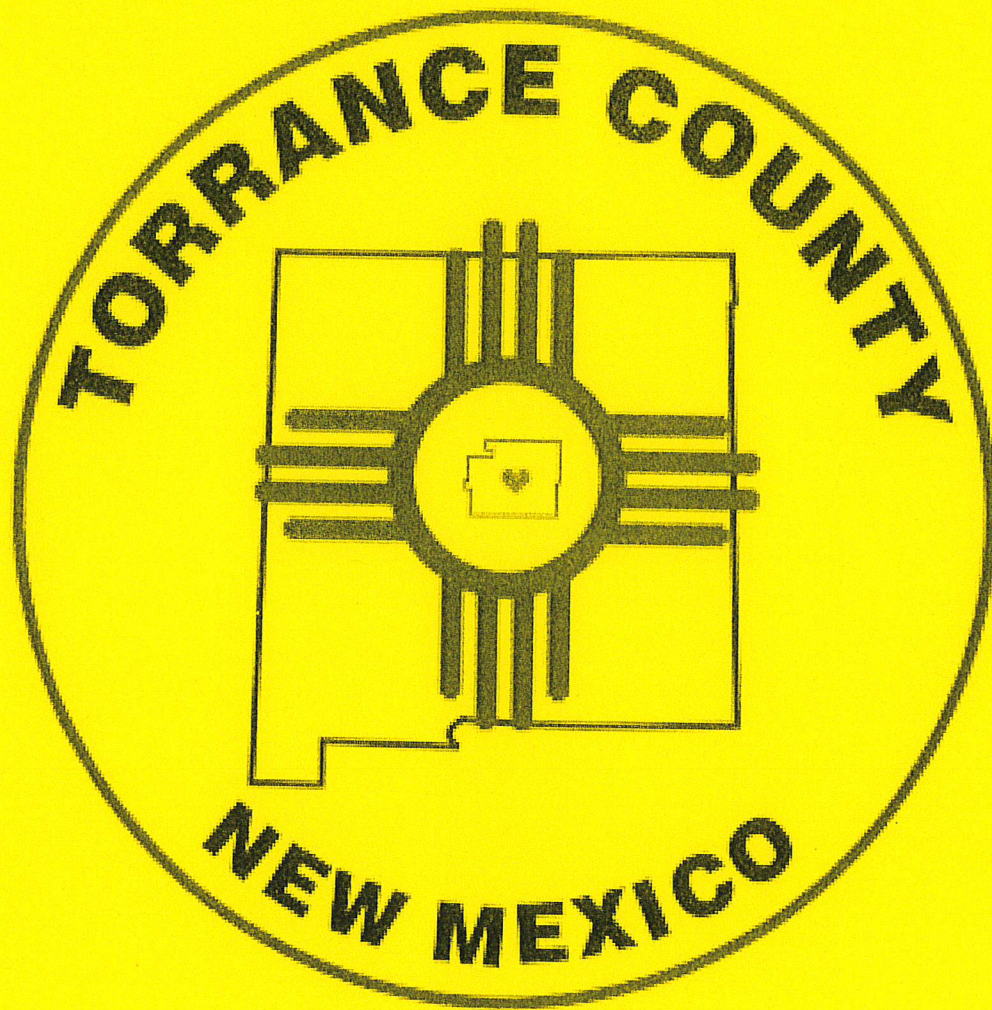


Agenda Item

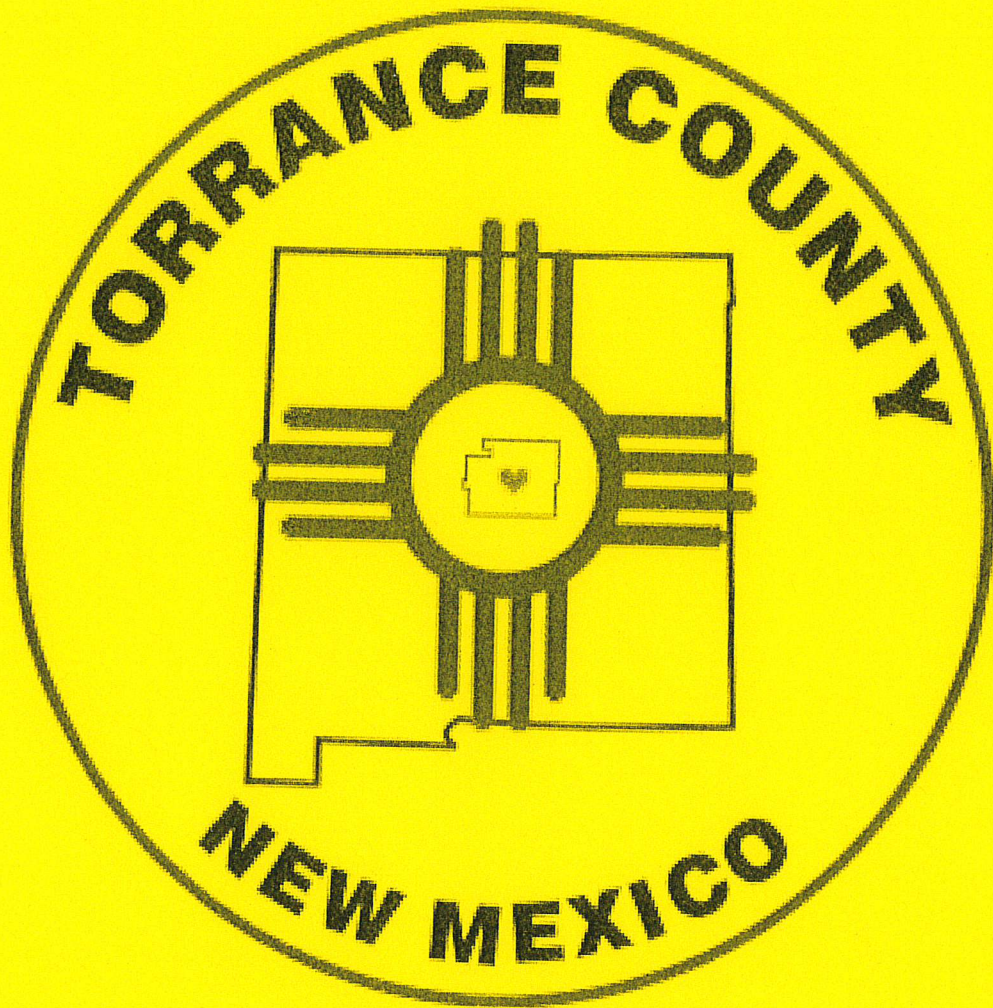
No. 15-B



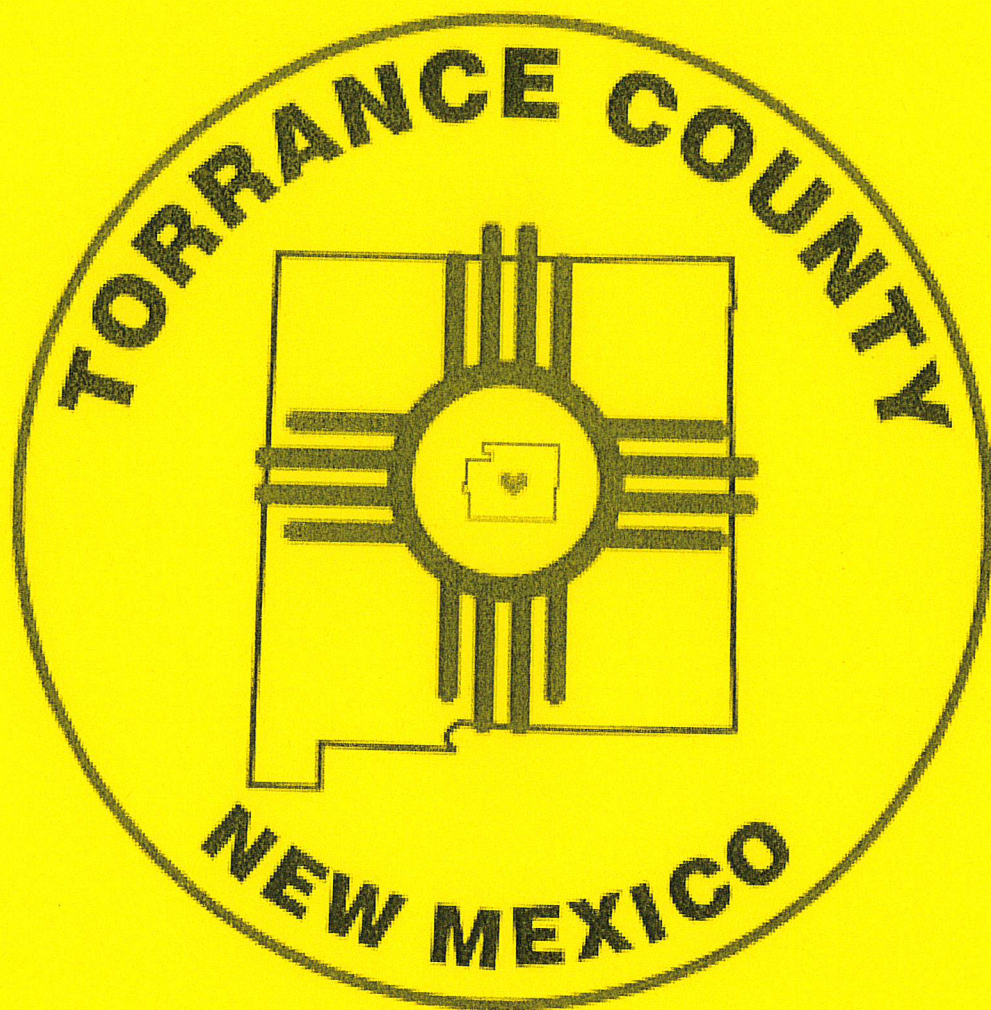
*Agenda Item
No. 16*



Agenda Item
No. 17



*Agenda Item
No. 18*



*Agenda Item
No. 19*