



TORRANCE COUNTY
COMMISSION MEETING
February 14, 2024
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

Samuel D. Schropp, Member, District 3

Janice Y. Barela, County Manager

The meeting will be available via Zoom and the link may be found on the County's website www.torrancecountynm.org/calendar. Click on the event to access Zoom Meeting information.

ADMINISTRATIVE MEETING AGENDA

WEDNESDAY, February 14, 2024 @ 9:00 AM
205 S. Ninth Street, Estancia, NM 87016

- 1. Call to Order**
- 2. Invocation and Pledge of Allegiance**
- 3. Changes to the Agenda**
- 4. PROCLAMATIONS**
- 5. CERTIFICATES AND AWARDS**
- 6. BOARD AND COMMITTEE APPOINTMENTS**
- 7. PUBLIC COMMENT and COMMUNICATIONS (Comments limited to two minutes.)**
- 8. APPROVAL OF MINUTES**
 - A. COMMISSION:** Request approval of minutes of the January 29, 2024, Special Administrative Meeting of the Board of County Commissioners.
- 9. APPROVAL OF CONSENT AGENDA**
 - A. FINANCE & PURCHASING:** Request approval of payables.
- 10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**
- 11. ADOPTION OF RESOLUTION**
 - A. MANAGER:** Request approval of Resolution 24-____, Acknowledgement and Acceptance of Torrance County's Financial Statements and Independent Auditors' Report for the Year Ended June 30, 2023.

B. GRANTS/DWI: Request approval of Resolution 24-____, Approval of Submission of LDWI Grant Application for FY25.

C. FINANCE/GRANTS: Request approval of Resolution 24-____, Delegating Amanda Lujan as the Local Project Coordinator for Torrance County's Arts in Public Places Projects for the County's Capital Appropriations.

12. APPROVALS

A. PLANNING & ZONING: Giraud Investments, LLC appeal of the January 3, 2024 Planning and Zoning Board decision to deny the application for summary review to create a Type 5 Subdivision. Tim Oden of Oden & Associates, Acting Agent. (Public Hearing)

B. FIRE: Request changes and/or additions to the existing Nominal Fee/Pay Per Call Program Policy.

C. FINANCE/GRANTS: Request approval of Agreement for Capital Appropriation Project A23H2070 in the amount of \$31,000 to purchase and equip vehicles for the Estancia Senior Center in Estancia in Torrance County. (Reversion date 6/30/2025)

D. FINANCE/GRANTS: Request approval of Agreement for Capital Appropriation Project A23H2071 in the amount of \$31,000 to purchase and equip vehicles for the Moriarty Senior Center in Moriarty in Torrance County. (Reversion date 6/30/2025)

E. FINANCE/GRANTS: Request approval of Agreement for Capital Appropriation Project A23H2073 in the amount of \$31,000 to purchase and equip vehicles for the Mountainair Senior Center in Mountainair in Torrance County. (Reversion date 6/30/2025)

F. FINANCE/GRANTS: Request approval of Agreement for Capital Appropriations Project A23H2072 in the amount of \$76,050 for renovations to the Mountainair Senior Center in Mountainair in Torrance County. (Reversion date 6/30/2027)

G. GRANTS/DWI: Request approval and signature for Statement of Assurances for LDWI Grant Application for FY25.

H. GRANTS/DWI: Request approval and signature for Memorandum of Understanding (MOU) between Torrance County and Department of Finance and Administration (DFA) Local DWI (LDWI).

I. FINANCE/GRANTS: Request to accept Wilson & Company's proposal for the new Torrance County Administration Building, specifically for Architectural and Engineering Design Services, and authorizing County Manager Janice Barela to sign a contract with Wilson & Company for such services.

13. DISCUSSION

A. MANAGER: Presentation of the Torrance County FY2023 Financial Audit – TKM, LLC, formerly Kubiak, Melton & Associates, LLC. (Joe Ortiz)

B. COMMISSION: Update on EMWT Regional Water Association. (Torrance County Representative to the Board, Eddie O'Brien)

C. SHERIFF: Sheriff's Office update.

D. EMERGENCY MANAGEMENT: Discussion/Presentation of proposed Emergency Management building remodel.

E. MANAGER'S REPORT

- 1) Update on SB 145 – Public Bodies & Federal Immigration Violation
- 2) Update on proposed projects for Congressional funding.

F. COMMISSIONERS' REPORTS

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

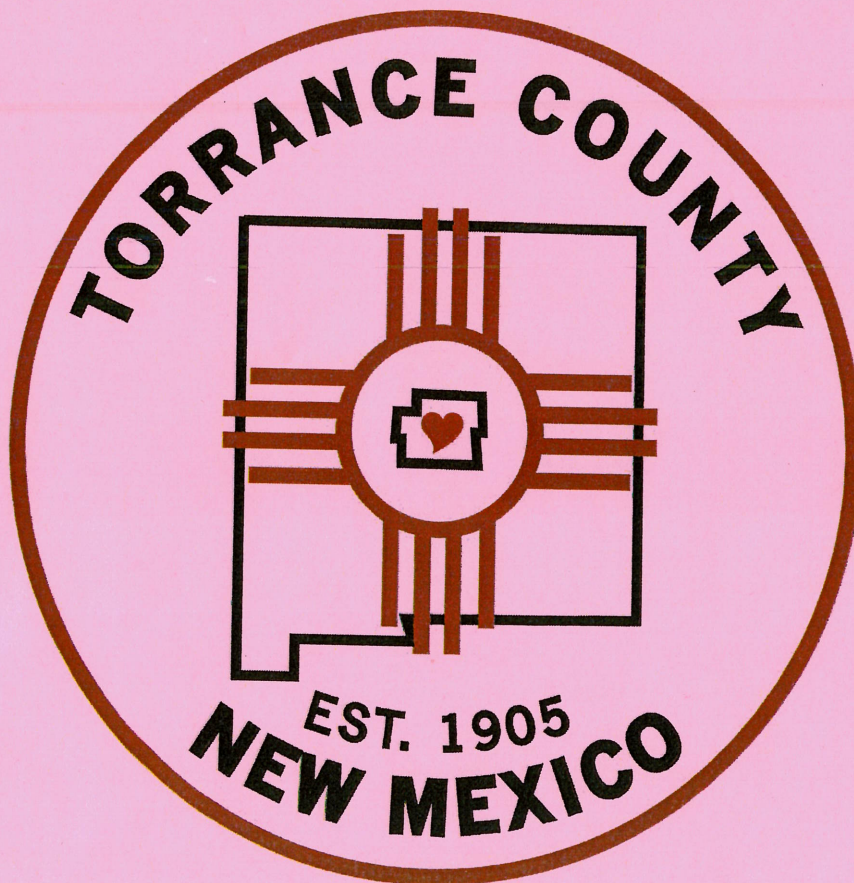
14. EXECUTIVE SESSION

15. Announcement of the next Board of County Commissioners Meeting: February 28, 2024, at 9:00 AM

16. SIGNING OF OFFICIAL DOCUMENTS

17. ADJOURN

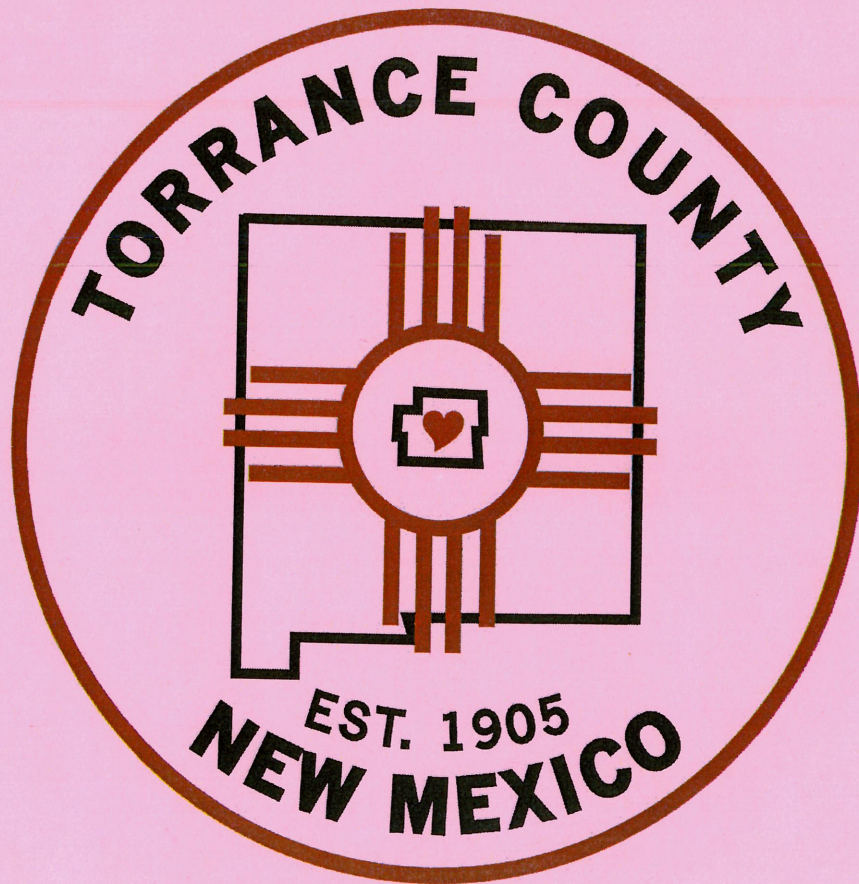
*If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter or any other form of auxiliary aid or service to attend or participate in the hearing(s) or meeting(s), please contact the Manager's Office at 505-544-4700 at least one week prior to the meeting or as soon as possible. Public documents, including agenda and minutes, can be provided in various accessible formats. Please contact the Manager's Office at the number listed above if a summary or other type of accessible format is needed.



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

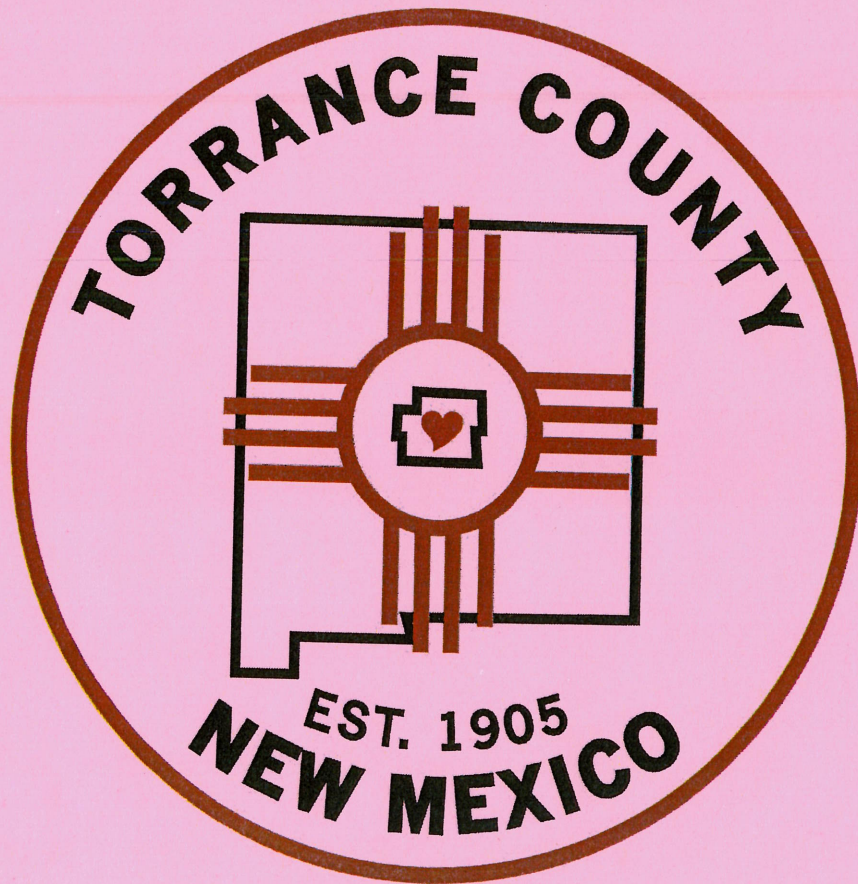
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

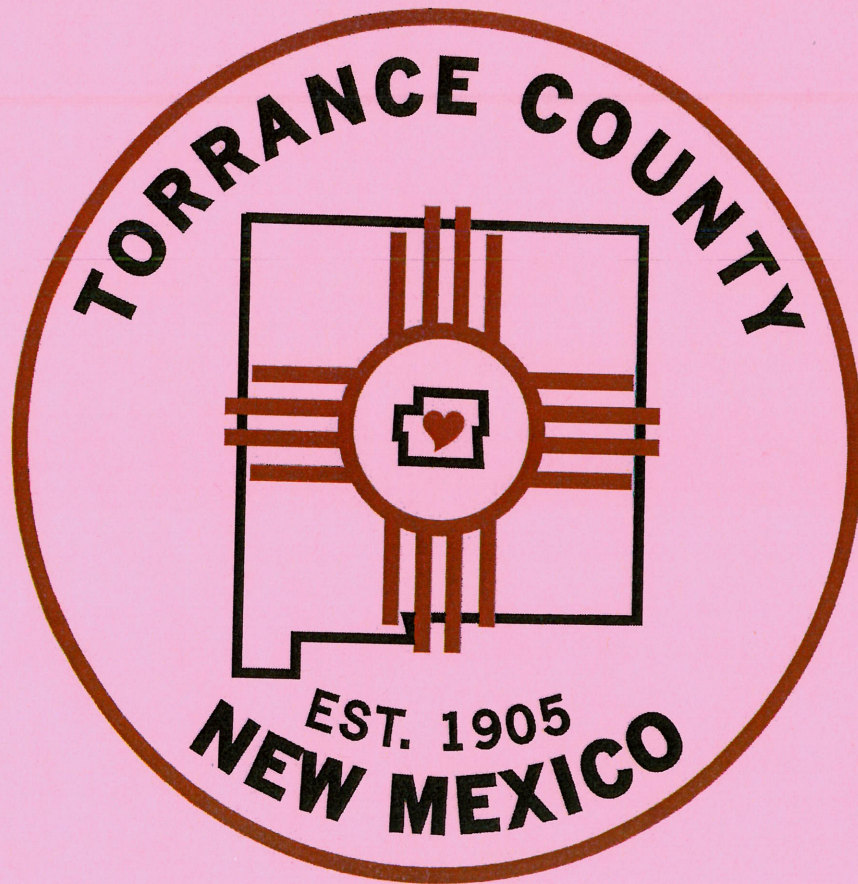
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

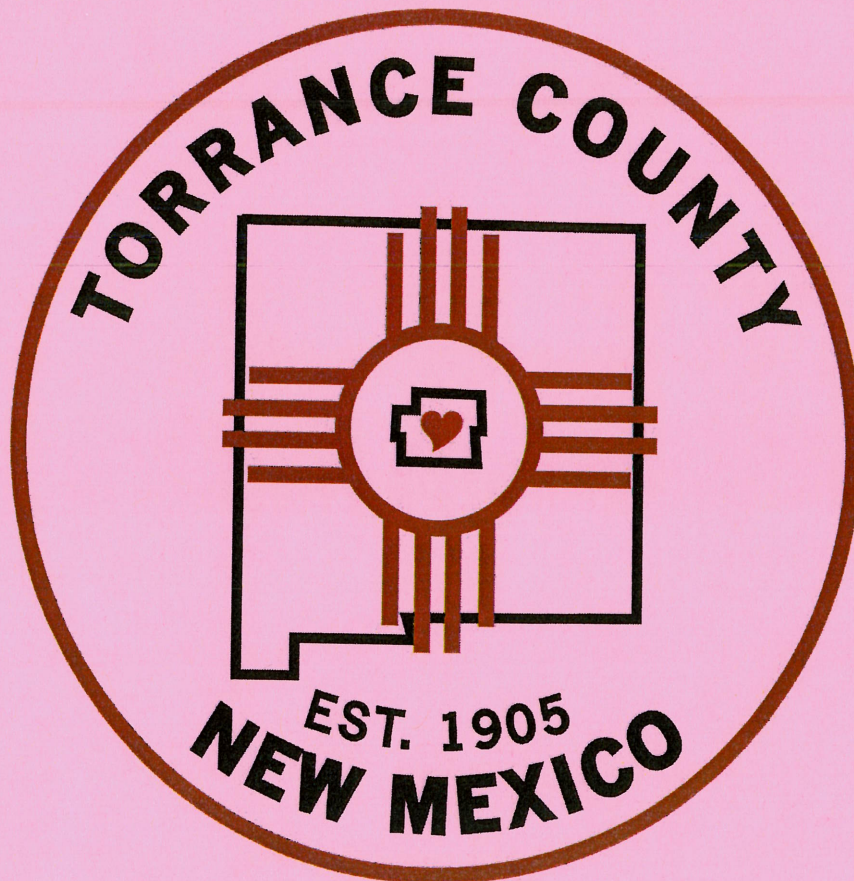
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

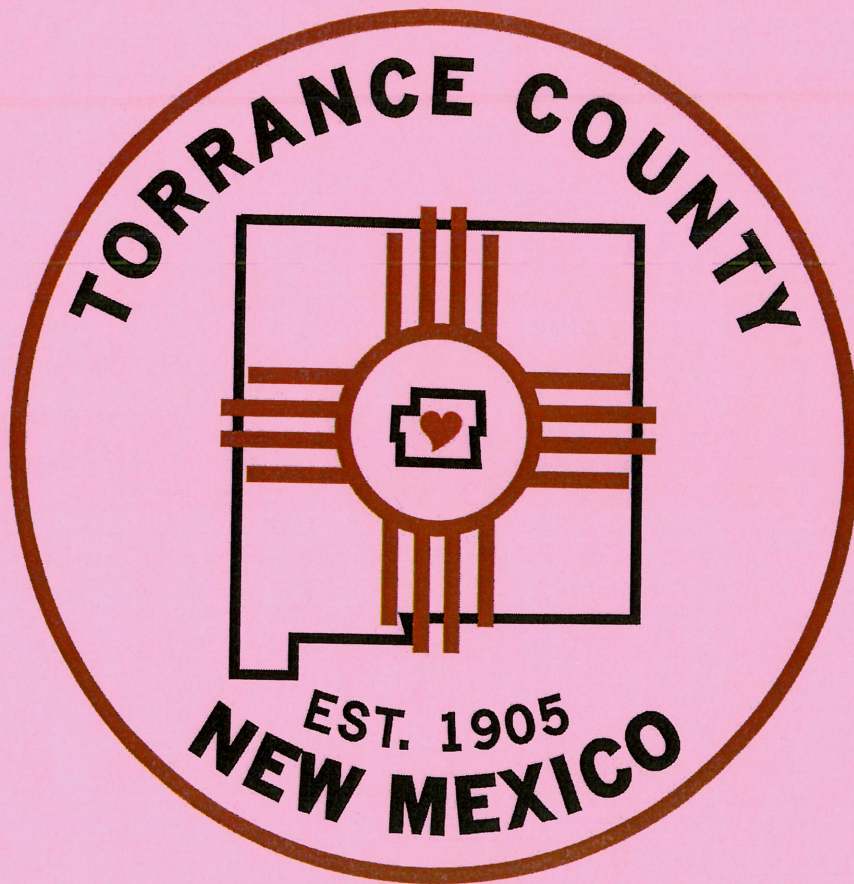
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

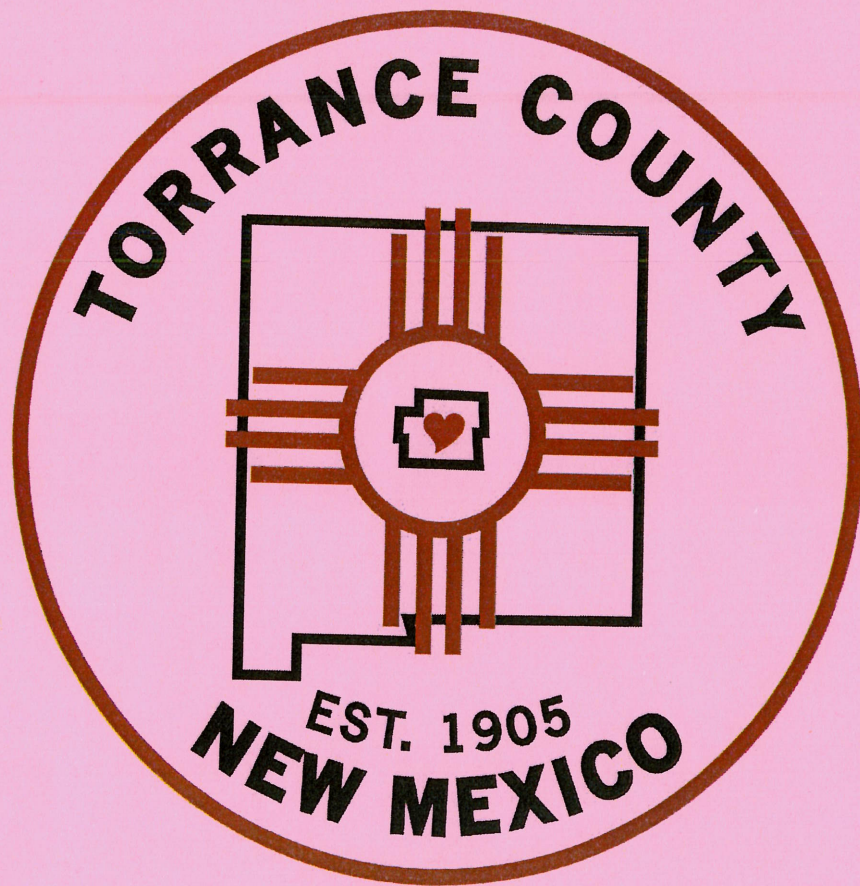
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

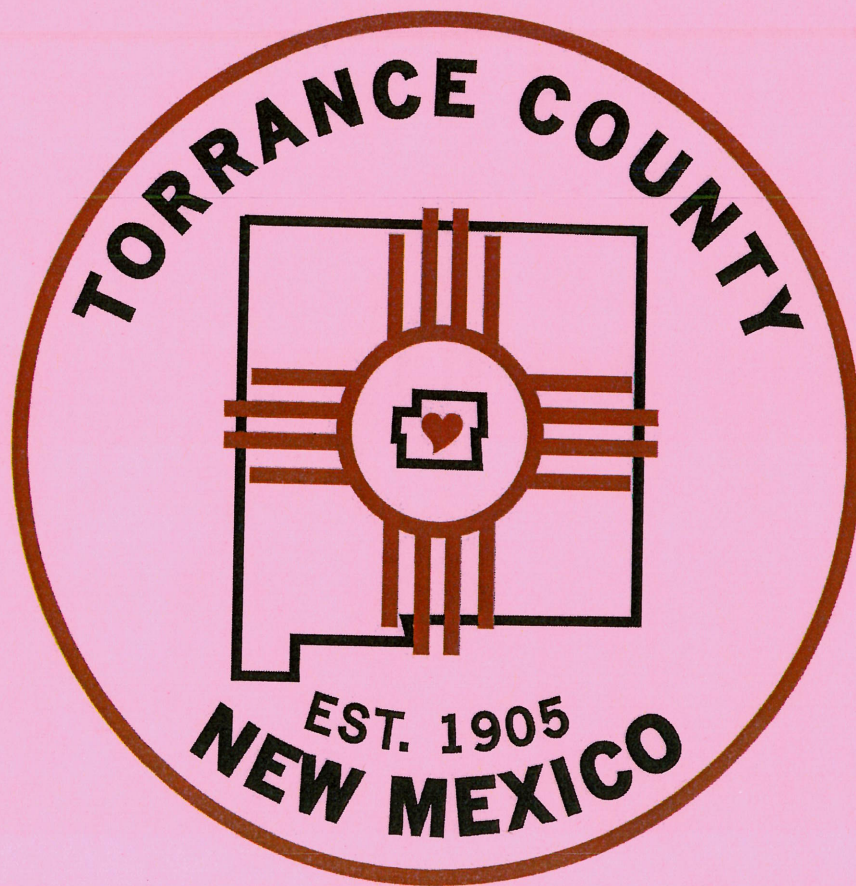
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

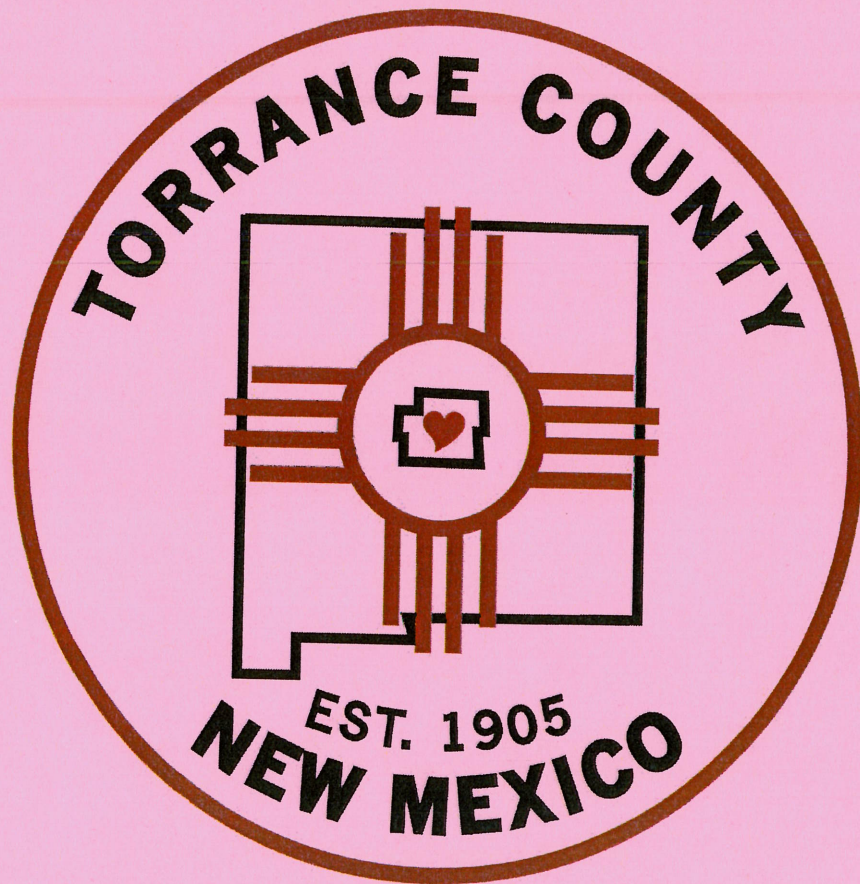
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 8



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 8A

DRAFT COPY
Torrance County Board of Commissioners
Special Commission Meeting
January 29, 2024
9:00 AM

Commissioners Present:

RYAN SCHWEBACH – COUNTY CHAIRMAN
KEVIN MCCALL – COUNTY VICE CHAIRMAN
SAMUEL SCHROPP – COUNTY COMMISSIONER

Others Present:

JANICE BARELA – MADAM COUNTY MANAGER
TRACY SEDILLO – DEPUTY COUNTY MANAGER
MICHAEL GARCIA – COUNTY ATTORNEY
LINDA JARAMILLO – COUNTY CLERK
GENELL MORRIS – ADMINISTRATIVE ASSISTANT I
DONALD GOEN – COUNTY P & Z DIRECTOR

1. Call Meeting to order.

Ryan Schwebach – County Chairman: Calls the January 29, 2023, Regular Commission Meeting to order at 9:03AM.

2. Pledge lead by: Ryan Schwebach – County Chairman

Invocation lead by: Kevin McCall – County Commissioner

3. Changes to the Agenda:

Janice Barela – Madam County Manager: Defer agenda item 12A.

4. **PROCLIMATION: - None**

5. **CERTIFICATES AND AWARDS:**

A. SAFTEY COMMITTEE: Safety Award for 2023

Julie Gravel-Pickering – Safety Compliance Officer: Every year Torrance County Safety Committee recognizes our safety conscious employees with our Safety Incentive Program. This program recognizes that our employees are exposed to on-the-job hazards of varying levels of exposure. These employees are rewarded for their safe work behavior in proportion to the amount of risks that they are exposed to on the job. We have three different levels, low, medium, and high. Low would be for our office workers, medium is a combination of our office and field workers and high will be our field workers. These employees are nominated by their coworkers on an annual basis based on their safety behavior and their best work practices. The safety committee reviews these nominations and then grant the safety performance awards. I am here today to congratulate these three people. I'm presenting these awards based on the criteria that was sent out by the safety committee. I'm very proud to announce these awards to these three people. Low risk award to Cassandra Knoten, medium risk to Justice Wietz and high risk to James Solomon.

6. **BOARD AND COMMITTEE APPOINTMENTS: None**

7. **PUBLIC COMMENT and COMMUNICATIONS**

Linda Jaramillo – County Clerk: The proclamation for the General Election will be proclaimed today by the Secretary of State. The Primary Election on June 4, 2024, and the General Election November 5, 2024. I will post this in its entirety on my website. When I publish it, I will only publish our local races in Torrance County. We have Commission District Three, Treasurer and County Clerk. Thank you.

8. APPROVAL OF MINUTES

A. COMMISSION: Request approval of minutes of the January 10, 2024, Regular Meeting of the Board of County Commissioners.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve minutes of the January 10, 2024, Regular Meeting of the Board of County Commissioners.

Samuel Schropp-County Commissioner:

Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes: **MOTION CARRIED**

9. APPROVAL OF CONSENT AGENDA

A. FINANCE & PURCHASING: Request approval of payables.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve payables.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes: **MOTION CARRIED**

10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE:
None

11. ADOPTION OF RESOLUTION:

A. MANAGER: Request approval of Resolution 2024-03, Budget Adjustment Resolution

Tracy Sedillo-Deputy County Manager: We are requesting to increase the budget by \$820,024. There are several grants that we've received awards for that were not in the original budget. Those are our EMS allotment monies, DA Warrant Service money, Fire Allotment Grants, and the Traffic Safety Grants. In addition to this there is the National Opioid settlement that was not in the original budget.

Action Taken:

Ryan Schwebach – County Chairman: Makes the motion to approve Resolution 2024-03, Budget Adjustment Resolution.

Kevin McCall – County Vice Chairman: Seconds the motion

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

12. APPROVAL

A. DISPATCH: Request approval to create and hire PRN position to fill in at Dispatch as needed, to include setting salary. **Deferred**

B. MANAGER: Discussion and possible action regarding project management services.

Janice Barela-Madam County Manager: This is before you today per your request. You had asked at the next commission meeting that you be presented with options for Project Management services. Before you is a scope of work, and it's titled Torrance County in New Mexico is seeking letters of interest. This is in the event that we were to put this out to advertisement just to accept letters of interest. In the event that the Commission would prefer to go out to RFP for services, we would use this as a scope of work. The difference between the two is, if we go with the letters of interest, then we are capped at \$60,000, for professional services for one year. If we go out to RFP for services, then we won't have to monitor that as closely and would not have to cut somebody off if they've exceeded the \$60,000, and we still have projects moving. My recommendation is that we do move forward with an RFP for services. We currently have availability through our on-

call engineers to get the same services provided for us. All that is listed is available, but it would be at an additional cost. For example, if we were to utilize an on-call engineer for architectural services or design, they would be in charge of the technical support, and also going through the bidding phase. Once we enter into the construction phase, then we would be going into a new contract with an on-call engineer for construction services, which includes the project management. We would be paying extra for it either way. Having somebody through an RFP service would be able to give us additional services on the front end of things not necessarily starting with the architectural part of it but all the way through the construction.

Kevin McCall – County Vice Chairman: If you recall, this is what I was bringing up at two or three meetings ago, when we were approving lots of funding sources for different projects. Our administrators are already packed with lots going on. I feel like we need to help them. I see lots of projects ahead of us. I'm seeing management needed in that regard of construction.

Ryan Schwebach – County Chairman: I agree 100%. Right now we have possibly three or four major projects that we have coming up. We need somebody knowledgeable to discuss and push our architects to get the jobs done. To be realistic, somebody within the industry that's trusted by our contractors. The problem with RFP is it's six weeks out.

Toni Lowery-Chief Procurement Officer: 60 days from start to finish, not counting the protest period.

Ryan Schwebach – County Chairman: A letter of interest is less than \$60,000. If we get the right letter of interest, we could do it at the next meeting. What I propose we do is go forward with both. I don't want to be married to one guy. It may be two guys on different projects. I don't want to look at in-house contractors that we are using for other services. I don't like the concept being married to individuals simply because they're approved by the state.

Janice Barela-Madam County Manager: Our on-call engineers aren't on call because of being on the statewide price agreement. It is because we went out to RFP for services, and we have five of them that responded to that and that the Commission accepted.

Ryan Schwebach – County Chairman: They can answer a letter of interest. The \$60,000 is up at the fiscal year. This calendar year correct?

Janice Barela-Madam County Manager: It's a calendar year, within one year under the contract.

Ryan Schwebach – County Chairman: I do not justify \$60,000, because when we get to the construction phase, that's going to be a different management. Some of these firms have management within it, or the architect is including it. I see a different role with this individual, in which case, an RFP, or letter of interest. We

may have to get somebody who's a little bit more expensive now before that RFP goes forward. However, if they're that expensive, we're not going to hire him again. At the end of the day, we have to get this moving.

Samuel Schropp-County Commissioner: I haven't approached him; this is just throwing this out as a letter of interest. Gilbert Sanchez has a degree in Civil Engineering lives here in the county is very flexible on his ability to appear at meetings, he's retired, he may not want to take this much on. But a letter of interest may find someone equivalent to Gilbert, local or close by, that can fulfill your expectations.

Ryan Schwebach – County Chairman: That would be great. If they're competent. I think we need to hone in on our scope of work, we need to be very clear on what we want from this individual to do on a contractual basis.

Samuel Schropp-County Commissioner: The people on staff are overworked, and very few have the construction background or skills, reading blueprints, and understanding layouts, that we require. We don't need someone necessarily with a degree. We do need someone with a very strong background in construction and the ability to read blueprints and layout projects.

Ryan Schwebach – County Chairman: I agree with that. Where we're at right now is waiting for designs. Where are they at on designs?

Janice Barela-Madam County Manager: We have a Notice of Obligation that has been returned to us. We can start moving forward on the fairgrounds. A lot of the delay has occurred at the state because of so many projects being awarded. Their staff has had difficulty getting the agreements out across the state. We got the Lieutenant Governor involved in this as well, which started moving our projects forward a bit more quickly.

Kevin McCall – County Vice Chairman: I couldn't agree with you more Commissioner. In the next six months, it's a very different type of person than what we need once the construction has started.

Ryan Schwebach – County Chairman: I agree, for example I assume, Mr. Burbo talked to you individually. That's the type of individual I need. The reason I say that is because he is our financial advisor. He is working on some stuff for us, he has contacted each of the Commissioners, and got our feelings just like our Manager does. In a 15-minute phone call that man can explain to each of us what is going on, and we understand it. Then we can give them direction individually because we have a concept. It's those little things we need to understand. That's the kind of individual I'm looking for.

Samuel Schropp-County Commissioner: I agree. Commissioner McCall had the blueprints out for the kitchen at the fairgrounds when we caught the outlet in the wrong place. We need someone who can read blueprints, check daily or weekly, whatever is appropriate and make sure that things are being laid out according to

the blueprints. So, we don't wind up cutting a concrete floor to move an outlet where it should have been to begin with. And be able to give one answer to the contractor and explain to us why that answer was given.

Ryan Schwebach – County Chairman: The scope of work; experience in the commercial construction industry that have been in there projects in a Management level. The purpose of this right now is to be the liaison between our designers and the Commission. Preferably, somebody who has been in the state of New Mexico for a long time, somebody who knows the people in the industry, knowing the context makes a big difference.

Samuel Schropp-County Commissioner: Let's move on to the next phase, what would we expect out of someone from laying the project out on the ground and following it through to come to completion?

Janice Barela-Madam County Manager: I think that's what the scope of work that I provided, you would end up doing. There's three different headings, one is under construction, project management, construction observation inspection, and then project administration. The last part is a consultation. This goes back to what you were talking about liaison, somebody explaining things and making sure that they provide qualified expertise on the subject matter.

Kevin McCall – County Vice Chairman: Let me see if I'm clear here with the other two Commissioners. Are we thinking letters of interest to get the ball rolling ASAP, have Tony start working on RFP. Here's where I'm kind of confused. If we get a Letter of Interest, and we have somebody moving on this project, and then we get an RFP, and we have another person? Is it the same person? If it's a different person, how do they hand it off?

Ryan Schwebach – County Chairman: The same person can also put in an RFP.

Kevin McCall – County Vice Chairman: What do we do, if it's not the same RFP contractor, as it is the letter of interest, make that change?

Ryan Schwebach – County Chairman: Just because he signed a letter of interest below the \$60,000 and wants to apply for the overall construction management. Maybe we'll do an RFP at that point.

Samuel Schropp-County Commissioner: So you're saying the LOI would apply to one project, or what we have going into time? If that person wanted to come in the entirety of construction projects in the future, we would go with an RFP.

Ryan Schwebach – County Chairman: That's correct.

Janice Barela-Madam County Manager: I also want to remind you that when we go out to RFP, there's no guarantee that the individual that's awarded this job through the letter of interest will be selected, because there is a proper unbiased way of going through the RFP process that a committee does selection on certain criteria, and they may or may not be awarded that at the end.

Kevin McCall – County Vice Chairman: In reading this scope of work. I would also like to spend a little more time with this and as to what an architect designs. What are they on the hook for so we're not double paying. An architect can be project managers but to a certain level, I'm looking for that next level of person. I want to spend a little more time reading this RFP. I can be ready by next week.

Ryan Schwebach – County Chairman: With a letter of interest, we're looking more of a consultant type on an hourly basis, and within that, they need to take notes on conversations they have with commissioners. With contractors at this point, it would be architects, timeframes, dated expected schedules, and that communication to be brought to the Commission at this point on a biweekly basis. What I expect to finish the scope of work is to get this Commission to the point of choosing a contractor and move forward with the project. Once we make that decision, and he helps these contractors, get the presentation to us and get the blueprints to us, then his scope of work is done. Once we decide on that project, and what it looks like, there's a different bidding process for the project manager. I'm not in the construction world, but I'm in it enough to know that if there is not constant phone calls from somebody who knows how to talk the language, you're going to get pushed around, we need somebody who can push back. Is that enough information to put a scope of work together?

Janice Barela-Madam County Manager: I believe so. I can take each one of your suggestions individually, and authorize me to come up with a final that will work. I have, somebody with commercial construction industry with preference given to somebody that's been working within the state of New Mexico for a long time. They have experience in construction. We're looking hopefully for management level, but it's not a deal breaker if they don't have it, somebody who is an apprentice type as well. We're looking at a liaison between the contractors working with architectural construction companies and the Commission and also working through the County Manager for times that the Commission is not available. We're looking at being able to work closely with timelines and understanding what's required to meet those timelines and having a schedule put in place. I'm thinking about some of the things that you all have talked about in regard to this. Letting them know that we're dealing with funding and deadlines with the appropriations. Having that in the letter or the scope of work would be important to us to help them understand the money could possibly be returned if it's not handled in a timely manner.

Samuel Schropp-County Commissioner: I would add to that this person is going to have to be familiar with plumbing, HVAC, electrical systems, concrete, and actual construction of the walls. They have to have enough knowledge to advise this Commission and advise the contractor. I went through the carpenter's apprentice school, but I know nothing about HVAC. We've got people who work

construction, but do they know the old general contracting concept of construction?

Kevin McCall – County Vice Chairman: They need to be a general contractor.

Ryan Schwebach – County Chairman: We need a brief resume, what is your experience at what level, need their price on an hourly basis. If they're hired, we are going to need conversations, contacts, timeframes, that all needs to be put in an organized format that this Commission can look at and track.

The purpose of this individual is to get us to the ability to confidently select a set of plans to give out for bid.

Kevin McCall – County Vice Chairman: Starts with design.

Janice Barela-Madam County Manager: I plan to send it to each one of you individually. That way, if I miss something based on our conversation, I can make sure that it's included. I have taken good notes and I have some ideas for how to move forward.

Action Taken:

Ryan Schwebach – County Chairman: Motion to have Torrance County Manager Janice Barela to move forward in collecting Letters of Interest for Project Management Services. in the design phase of current Torrance County projects.

Kevin McCall – County Vice Chairman: Seconds the motion.

Ryan Schwebach – County Chairman: Amendment - Have County Manger Finalize the Scope of Work.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

13. DISCUSSION

A. **MANAGER/GRANTS:** County projects update.

Janice Barela-Madam County Manager: I would like to let you know that behind the scenes, you see her here and there, attends Commission meetings and explains about that ICIP different projects we have. Amanda Lujan does so much

more than that. She has done an amazing job of tracking our projects, and also following up on all the funding reporting that's required for our notice of obligation being submitted, and hounding somebody trying to get back the documents that we need. The state is hearing from her on a regular basis. They've gotten to know Amanda very well. We're so thankful for that. That's covering the financial side of things, and also giving what we have before you today is going to be a breakdown for each one of the projects that we have. I asked her to present that for us today.

Amanda Lujan - Grants Administrator: The spreadsheet that I'm going to be going through is on the projects. On the second page of your handout is a summary of how the IGA process works. We do the ICIP, the appropriation, then the scope of work, then the grant agreement, not always in a timely fashion. One thing as Janice mentioned, I wanted to highlight was the Notice of Obligation. Now, this is really important, because if we start work without a Notice of Obligation, they will not reimburse us from the Appropriation Funding. Until I get the approved document back to create a PO, we are on hold. To create the Notice of Obligation, I need a quote from the company, then submit it to the state. They submit it based on their timeline. The State Project Managers are each managing about 260 projects. Our Project Manager has been responsive. She's canceled a few meetings, but she will respond to emails, etc. She's been very supportive, but they are very overwhelmed. I communicate with her regularly. We are working on developing a relationship so we can get things moving. She got anywhere from one to two notices of all the Notices of Obligation for me on almost every project. She's kind of catching up on that. The next part is the request for reimbursement; that's where we request the money. They write us a check for what we've done, then, any special conditions, etc. The next part is the quarterly reporting, the State has a new system that we have to report quarterly on all of our projects. Our current projects are the road shop, Duran water system, admin building, fairgrounds, ambulance items, 911 security, Mountainair, Estancia and Moriarty Senior Centers, McIntosh water rights and EMWTA water rights. I would very much like a Project Manager to come tell me yes, this has been done now you can pay. (There was a projection malfunction, please see spreadsheets in packet.) Amanda reviewed the spreadsheet with the Commission and public.

B. MANAGER'S REPORT

Janice Barela-Madam County Manager: I am very honored to introduce to you all in person if you haven't already met him, our new Torrance County Fire Chief Jim Winham.

Jim Winham - County Fire Chief: It's my honor to be associated with this great Fire Department. I haven't been here very long, but I can tell you the men and women of the Torrance County Fire Department, both career and volunteers are very dedicated individuals, who frankly surprised me with their technical abilities. I'm very proud to lead this organization. We have a lot of work to do, and we will have a roadmap that we will provide to the County Manager and to the Commissioners here and step by step processes. We will begin to improve in all aspects. Excellence in service is going to be our motto. Thank you very much for this opportunity.

Janice Barela-Madam County Manager: I attended along with many other staff members, the New Mexico Counties Legislative Conference, and on the last day they give out the awards for safety. I wanted to show the Commission what the County received. We received Safety Award Honorable Mention to Torrance County Division Two for achieving a positive claim trend and for lowering our frequency of Workers Compensation Claims for 2023 that comes in the form of an award of certificate nicely framed. The second one is a RAP award for 2023 presented to Torrance County for successfully completing year 15 of the New Mexico County's Risk Awareness Program, and reducing Workers Compensation claims by 75%, auto claims by 10%, and Law Enforcement claims by 40%. I'm very proud of our staff and the efforts that they've made to be safe every single day. This is a reflection of daily working to make sure that everybody goes home every day. Thank you to the staff for finishing your RAP weekly sessions that you have to go through and all the reporting that's required. Thank you, Julie Gravel-Pickering, for staying on top of everybody making sure everybody gets the material that they need and that that gets completed and reported in a timely manner. We did have a gap one year where we did not follow through and report everything, even though the staff was doing the training that they needed to do. This should have been year 16 that the County participated, one year did not get properly reported in time. They also gave out an award to counties that had no findings on their audits, we're looking forward to next year being on that list.

Samuel Schropp-County Commissioner: What this really is reflecting is money. More than that, it's reflecting the drop in lost time injuries among the staff. That

requires diligence and hard work every day to make happen. So thank you to every individual member of the staff in working safely.

Janice Barela-Madam County Manager: I'd like to make the community and the Commission aware that there is a Senate House Bill 21, that's been introduced at the Legislature. This is for Local Firefighting Recruitment. You are very familiar with Law Enforcement Recruitment Funds that have helped the County pay additional monies or to fund additional positions with Law Enforcement. This would be very similar to that. This bill is requesting \$35 million to go into the General Fund, it would be in FY 25 through FY 27. There are several bills that have been introduced. DFA has in the budget that they would like to provide funding for this. There's a House Bill, and then a Senate Bill. One of them is strictly going towards paying for career staff not taking into consideration volunteers. This Senate bill is being endorsed by the State Fire Marshal. They have asked Torrance County to provide support for this because it does help fund volunteers and it's not going strictly toward career staff. He asked for a letter of support. I'll be drafting that up and provide it to the state. The Senate Finance Committee is going to hear it next. It already passed the Health Committee.

C. COMMISSIONERS' REPORTS

1) Kevin McCall – County Vice Chairman, District 1

Kevin McCall-County Vice Chair: Last Tuesday, County Manager and myself traveled to Santa Fe to meet with our Legislators. I had reached out to Senator Schmedes on Monday asking about Junior Appropriations money and he said, “Oh, by the way that has to go through COG.” I sent that to Janice, and we scrambled and found out the deadline that it had to be submitted was on that Tuesday, by 5pm. Janice and I did very quick work. When we left Tuesday morning to go to Santa Fe, we had zero Junior Appropriations money, and I was a little frustrated that it happened that fast and didn't have a proper notification prior to traveling there. When we left on Tuesday late afternoon, I was very pleased to announce that we did quick work. Senators Schmedes reappropriated even though he had already appropriated his Junior Appropriations money but after we met with him, he made some changes. I'm happy to say that the Road Department will receive \$200,000 of his Junior Appropriation money, Representative Lord, we were able to get her to

appropriate to the Sheriff's Department \$160,000. In that day's work, Janice and I gathered up \$360,000 of money that we didn't think we had a chance to get that morning. We appreciate the Mid Region Council of Governments for working with us very quickly. There's still a chance that can be vetoed but at least those are looked at. Thank you, Amanda, for the notebooks that we presented to our Legislators. We had a sit-down meeting with all four of our Legislators, they were very impressed with the notebook and our organization. The very first page gave our ICIP and our rankings. That is to be announced later, because Capital Outlay deadline is not until next week. Legislators still have some time to appropriate those funds. I also attended the Department of Transportation meeting in Moriarty. I spoke up in public comment talking to the DOT Commissioners about my concern about our statewide roads in Torrance County. Secretary Serna asked for a ride along. I want to show many of my concerns of at least District One, if you guys have some concerns, I will take them forth to the Secretary. Pretty neat, if we have a Secretary of Transportation come down to Torrance County and have a ride along. He verbally committed to that. I'll reach out to him and get that ride along done.

Ryan Schwebach – County Chairman: Make sure you get them on HWY 41 through to Willard in the afternoon, that would be even better. Make sure he understands the traffic on that. What it puts on a Fire Chief and our paramedics, on our recovery services. Explain to them how many people are now realizing that they either need to come down to 285, 41 or 60, just to avoid that highway. We all know it's a major problem. With the windmills, these roads are going to see a lot more traffic.

Samuel Schropp-County Commissioner: I would ask that they begin building shoulders on these roads, especially 41, from Willard on through, got a lot of heavy equipment moving there. The way they're paving, it's a drop off. It's only going to get worse. We need someplace for our emergency responders to be able to pull safely off the road and do their work, people in the community to be able to pull off and change a tire. Right now we don't have lines out there marking edges, don't have shoulders and the paint on the dividing line is worn out.

2) Ryan Schwebach - County Chairman, District 2

Ryan Schwebach-County Chairman: This time of year, I always feel guilty, because Mr. McCall comes up here, and he's talking about what he's done up in Santa Fe, I feel guilty, because obviously I haven't been up there. I have been talking to Representatives. I want to give you a little insight into why that's a consistent deal. When Kevin and I, long before we got in Office, we talked about

being a Commissioner and the time restraints. This was one of the first times within this County that you had guys that still had families, kids in school and not retired. Time restraints was a big issue for even deciding to become a Commissioner. That's where we took a different approach on several things. One of them was beefing up our manager stuff, the responsibilities, and operating procedures. In those conversations Commissioner McCall agreed that he would have time to go to Santa Fe and has been very effective. I want you to know that he has done very well for this County, and the residents in all three districts. My role has been within the County. I think that's why by default, I've been Chairman, I get a lot of phone calls from our County Manager and various department heads on little things, the ongoing things and that's what consumes a lot of my time. Allowing the staff to step up to a whole new level of professionalism is why awards like this come in, and that's why we have no findings on our audits. That's why when we have a Chief from out of state, make a comment he's impressed with the staff we have, this Chief has seen a lot, his comment means a lot. I appreciate it. It's the behind the scenes working that makes the true difference, and it makes Commissioner McCall's job easier when he goes to Santa Fe. I think it's importance for people to understand the process. Now, I have Commissioner Schropp here, He has fallen in very well into the distribution of the individual strategies, strengths, weaknesses, and he's done very well in what he's done over at the prison. He has brought a lot of insight to things, I appreciate it.

3) Samuel Schropp – County Commissioner, District 3

Samuel Schropp-County Commissioner: I've got something that ties into a bunch of what we've been talking about here today with EMWT and the amount of time that we each have to devote to this job. On a day before our last meeting, I received a call from Mike Anaya, asking me to write a letter to the Governor in support of appropriating money to EMWT in this Legislative session. My oath as a County Commissioner requires me to exercise fiduciary responsibility under the penalty of sanctions, which can be fines or jail time. I refused to write that letter; I was conflicted about this. What came up at the May 10, 2023, meeting, when we were going to appropriate money to EMWT. EMWT is not an entity in good standing with the New Mexico Secretary of State's Office for failing to file the required quarterly reports. That puts the Commission in a bad place. Filing a quarterly report is a simple process with a fee of \$20, yet no one at EMWT is capable of performing the oversight necessary to accomplish this simple task. At the May 10, 2023, meeting of this Commission, Estancia Mayor, Nathan Dial

brought the complete EMWT file from the Secretary of State's Office and presented it to this Commission. The file is full of miss filings and failures to comply with the regulations, which are required to ensure that taxpayer money is being used properly and to prevent corruption and malfeasance. I am not accusing anyone or any entity of malfeasance, merely pointing out the regulations which as Chairman Schwebach pointed out a while back, keep an honest man honest. Does anyone here believe that this Governor in this political climate is going to approve funding for a corporation that is not in good standing with the state. At the May 10, 2023, meeting in which Bobby Ortiz was given the opportunity to explain and rebut Mayor Dial's presentation to this Commission, Mr. Ortiz nearly came to blows with Jason Quintana in the lobby before Mayor Dean of Willard intervened. This is the current leadership of EMWT. To the people of McIntosh, if you want a water system in your community, you have to become involved in the process. As Chairman Schwebach said at the last meeting, attend meetings, learn the process, and become a board member. The people of McIntosh are according to Chairman Schwebach, and in the August 16, 2023, meeting with Congresswoman Stansbury, five years from the time the ground is broken to having a water system in place. That is the best case. That is at least 15 years after EMWT was incorporated in 2014. I was involved in a rural water system in Illinois that was connecting residents in seven years from the time of the grants. The difference, citizens got involved and got their neighbors signed up for service as part of the county's match on the grant. If the people of Torrance County and especially McIntosh want a rural water system, the people of Torrance County and McIntosh are going to have to make it happen. It's not enough to come to a Commission meeting every other month and accuse Commissioner Schwebach of all kinds of conspiracies to steal your water, then leave. Chairman Schwebach is urging you to get involved, you are all going to have to step up if you expect anything in this county to change for the better. Thank you.

Kevin McCall-County Vice Chair: While we were in Santa Fe, Torrance County does have a good reputation as far as spending the appropriations. I put my neck out to one Representative and said I promise you if you appropriate money to us, and I was speaking for our number one ranking at the fairgrounds, it will be spent. He kind of had a little bad taste in his mouth about monies that have been given and have never been appropriated. Thank you to our staff, and I still want to continue to keep that good reputation in Santa Fe with our Legislators.

15. EXECUTIVE SESSION:

16. Announcement of the next Board of County Commissioners Meeting:
February 14, 2024, at 9:00 AM

17. Signing of Official Documents

18. Adjourn.

Action Taken:

Ryan Schwebach – County Chairman: Motion to adjourn.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach
– County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

Meeting adjourned at 10:45 AM

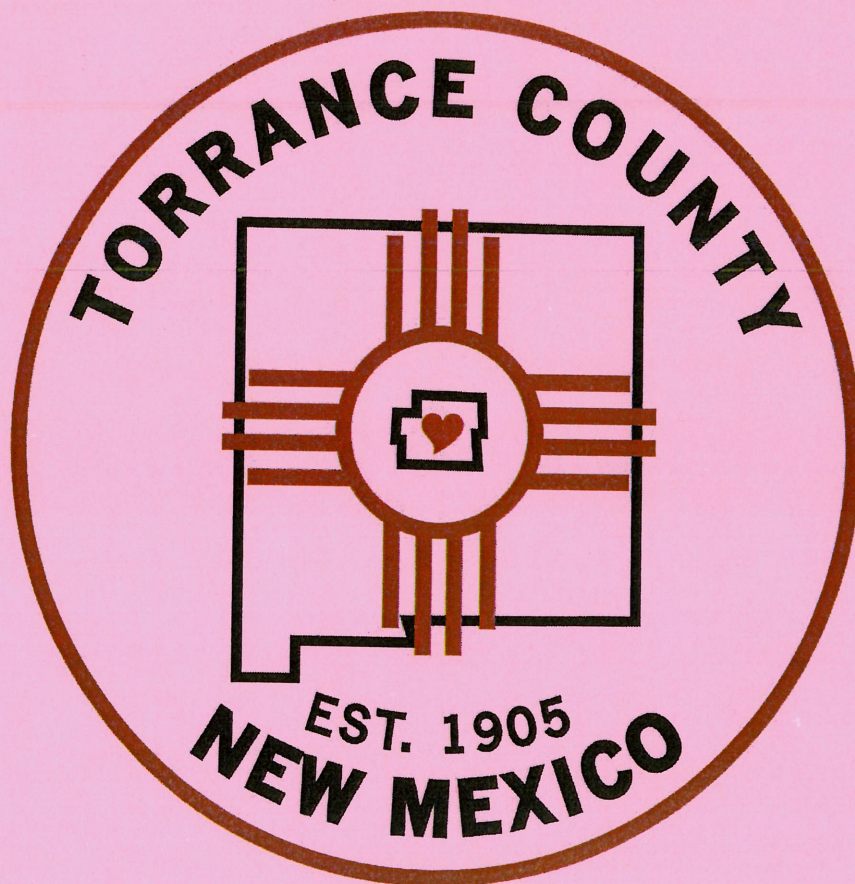
Ryan Schwebach - Chairman

Genell Morris – Admin Assistant

Date

Linda Jaramillo – County Clerk

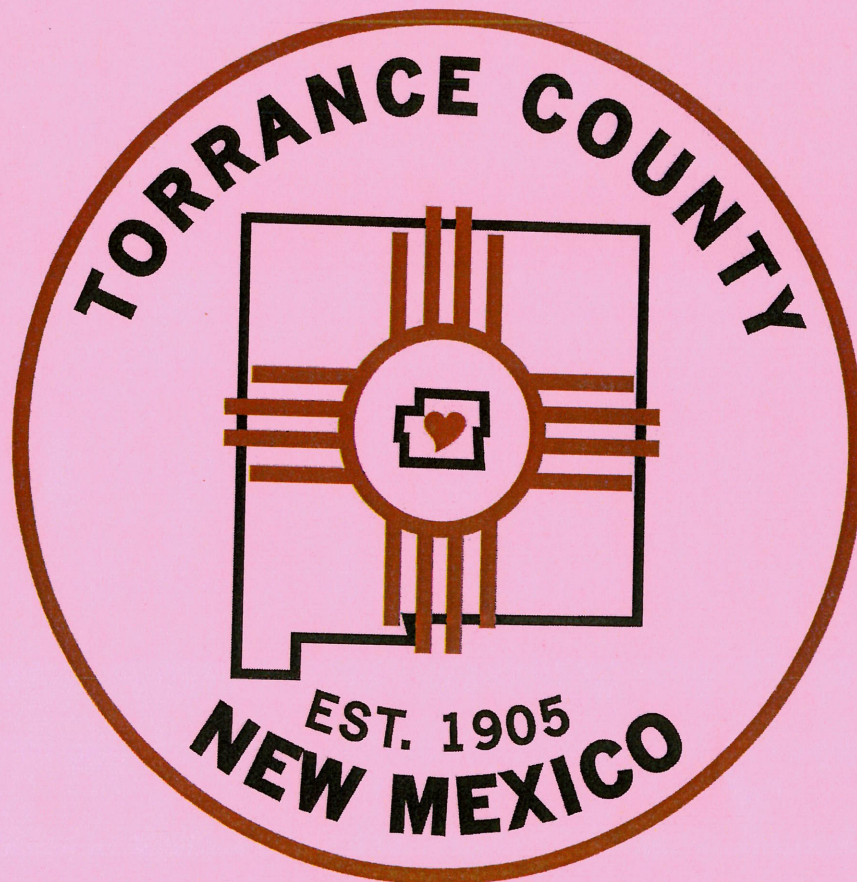
The Video of this meeting can be viewed in its entirety on the
Torrance County NM website. (torrancecountynm.org)



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 9



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 9A



ACCOUNTS PAYABLE CHECK REPORT APPROVAL

Torrance County Commission Approval:

We the undersigned members of the Torrance County Board of County Commissioners met in regular session on **February 14, 2024**, and approved the attached check report as presented against the funds of Torrance County in the amount of **\$3,924,935.27**.

Kevin McCall, District 1

Ryan Schwebach, District 2

Samuel D. Schropp, District 3

Attest:

Linda Jaramillo, County Clerk

Torrance County Treasurer Approval:

I, the Torrance County Treasurer, do hereby certify that sufficient funds exist for the payment of the checks listed on the attached check report.

Kathryn Hernandez, County Treasurer

Check Report Summary:

Check Report Dates:	01/25/2024 to 02/07/2024	Total Payments: 173
Total Checks:	148	Checks: 127465 to 127613
Voided Checks:	6	Checks: 125711, 126866, 127423, 127504, 127559, 127599
Bank Drafts:	15	BD: DFT0000686 (VOID), DFT0000687 (VOID), DFT0000671, DFT0000672, DFT0000673, DFT0000674, DFT0000675, DFT0000676, DFT0000677, DFT0000678, DFT0000682, DFT0000683, DFT0000684, DFT0000688, DFT0000689, (665, 666, 667, 667, 668, 669, 670, 679, 680, 681, 685 NOT USED)
Electronic Fund Transfers:	5	EFT: 174 TO 178
Total of Payments Issued:	\$3,924,935.27	



Torrance County, NM

Check Report

By Check Number

Date Range: 01/25/2024 - 02/07/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1232	CORECIVIC INC.	01/25/2024	EFT	0.00	1,073,591.26	174
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
TCSO-ICE 082023	Invoice	01/25/2024	ICE & US MARSHAL INMATE CARE FY2024	0.00	1,073,591.26	
	Account Number		Account Name		Distribution Amount	
	825-070-2172		CARE OF INMATES		1,073,591.26	
			ICE INMATE CARE			
418	COLUMBUS BANK AND TRUST	02/01/2024	EFT	0.00	980.97	175
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0003085	Invoice	02/01/2024	Flex Plan	0.00	960.97	
	Account Number		Account Name		Distribution Amount	
	401-000-9001		Payroll Liabilities		960.97	
			Flex Plan			
INV0003113	Invoice	02/01/2024	Flex Plan	0.00	20.00	
	Account Number		Account Name		Distribution Amount	
	401-000-9001		Payroll Liabilities		20.00	
			Flex Plan			
5189	SUNRISE BANK	02/01/2024	EFT	0.00	1,555.76	176
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0003099	Invoice	02/01/2024	Sunrise Loan	0.00	1,555.76	
	Account Number		Account Name		Distribution Amount	
	401-000-9001		Payroll Liabilities		1,555.76	
			Sunrise Loan			
1232	CORECIVIC INC.	02/07/2024	EFT	0.00	2,092,200.23	177
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
TCSO-ICE 122023	Invoice	02/06/2024	ICE & US MARSHAL INMATE CARE FY2024	0.00	1,954,769.12	
	Account Number		Account Name		Distribution Amount	
	825-070-2172		CARE OF INMATES		1,954,769.12	
			ICE INMATE CARE			
USMS 122023	Invoice	02/06/2024	ICE & US MARSHAL INMATE CARE FY2024	0.00	137,431.11	
	Account Number		Account Name		Distribution Amount	
	825-070-2172		CARE OF INMATES		134,562.30	
			USMS INMATE CARE			
	825-070-2172		CARE OF INMATES		2,868.81	
			USMS COURT TRANSPORT			
1232	CORECIVIC INC.	02/07/2024	EFT	0.00	74,757.70	178
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
TCDF 122023	Invoice	01/30/2024	CoreCivic Inmate Housing Jul 23-Jun 24	0.00	74,757.70	
	Account Number		Account Name		Distribution Amount	
	420-070-2172		CARE OF INMATES		74,757.70	
			CoreCivic Inmate Housing Jul 23			
VEN01217	4IMPRINT INC	01/31/2024	Regular	0.00	-4,633.77	125711
2104	BARELA, JESSICA	01/25/2024	Regular	0.00	-237.50	126866
1334	PITNEY BOWES BANK INC PURCHASE POWER	01/25/2024	Regular	0.00	-2,837.44	127423
VEN01217	4IMPRINT INC	01/31/2024	Regular	0.00	4,633.77	127465
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
11516638	Invoice	08/31/2023	Outreach Items for Gathering of Counties	0.00	4,633.77	
	Account Number		Account Name		Distribution Amount	
	401-010-2257		SUPPLIES - OUTREACH		1,537.35	
			Outdoor Essentials			
	401-010-2257		SUPPLIES - OUTREACH		1,458.01	
			Clear Sportpack			
	609-030-2219		SUPPLIES - GENERAL OFFI		340.76	
			Tax			
	609-030-2219		SUPPLIES - GENERAL OFFI		127.65	
			Outdoor Essentials			
	609-030-2219		SUPPLIES - GENERAL OFFI		675.00	
			Twist and Chill Fan			
	609-030-2219		SUPPLIES - GENERAL OFFI		495.00	
			Water Bottles			
5679	5298 FIRE EQUIPMENT	01/31/2024	Regular	0.00	1,052.52	127466

Check Report

Date Range: 01/25/2024 - 02/07/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1054	Invoice	01/24/2024	Adapters and Valves District 1	0.00	1,052.52	
	407-091-2248	SUPPLIES - SAFETY	Shipping		36.52	
	407-091-2248	SUPPLIES - SAFETY	2.5 NH Valve		1,016.00	
5679	5298 FIRE EQUIPMENT	01/31/2024	Regular	0.00	1,052.52	127467
1053	Invoice	01/24/2024	Adapters and Valves District 6	0.00	1,052.52	
	418-091-2248	SUPPLIES - SAFETY	2.5 NH Valve		1,016.00	
	418-091-2248	SUPPLIES - SAFETY	Shipping		36.52	
5679	5298 FIRE EQUIPMENT	01/31/2024	Regular	0.00	1,052.52	127468
1055	Invoice	01/24/2024	Adapters and Valves District 4	0.00	1,052.52	
	409-091-2248	SUPPLIES - SAFETY	2.5 NH Female Valve		1,016.00	
	409-091-2248	SUPPLIES - SAFETY	Shipping		36.52	
5679	5298 FIRE EQUIPMENT	01/31/2024	Regular	0.00	1,052.52	127469
1056	Invoice	01/24/2024	Adapters and Valves District 3	0.00	1,052.52	
	408-091-2248	SUPPLIES - SAFETY	Shipping		36.52	
	408-091-2248	SUPPLIES - SAFETY	2.5 NH Valve		1,016.00	
VEN01166	AAA FIREPRO OF NEW MEXICO INC	01/31/2024	Regular	0.00	151.56	127470
D-01042401	Invoice	01/25/2024	Parts Engine 2 District 2	0.00	151.56	
	406-091-2248	SUPPLIES - SAFETY	1/4 Socket Set Screw		1.85	
	406-091-2248	SUPPLIES - SAFETY	VOQ-4231 Quad Ring		2.57	
	406-091-2248	SUPPLIES - SAFETY	V2120 Stainless Steel Ball		19.10	
	406-091-2248	SUPPLIES - SAFETY	2.5 Coupling		126.19	
	406-091-2248	SUPPLIES - SAFETY	2.5 Gasket		1.85	
3207	AIRGAS USA LLC	01/31/2024	Regular	0.00	1,387.83	127471
9145778711	Invoice	01/30/2024	District 3 Airgas Open PO	0.00	1,387.83	
	408-091-2230	SUPPLIES - MEDICAL	District 3 Airgas Open PO		1,387.83	
3207	AIRGAS USA LLC	01/31/2024	Regular	0.00	588.76	127472
9145947380	Invoice	01/30/2024	District 3 Airgas Open PO	0.00	588.76	
	408-091-2230	SUPPLIES - MEDICAL	District 3 Airgas Open PO		588.76	
66	ALBUQUERQUE PUBLISHING CO.	01/31/2024	Regular	0.00	117.96	127473
10001581699-11	Invoice	01/29/2024	1st half property tax notices	0.00	117.96	
	401-030-2221	PRINTING/PUBLISHING/A	1st half property tax notices		117.96	
5450	AMAZON BUSINESS	01/31/2024	Regular	0.00	194.80	127474

Check Report

Date Range: 01/25/2024 - 02/07/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
13GN-XPCW-KDP	Invoice	01/29/2024	Supplies District 5	0.00	194.80	
	405-091-2219	SUPPLIES - GENERAL OFFI	Computer Chairs		139.94	
	405-091-2220	SUPPLIES - CLEANING	Trash Bags		54.86	
5450	AMAZON BUSINESS	01/31/2024	Regular	0.00	139.00	127475
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1CCX-HF1F-YMTP	Invoice	01/24/2024	Exit signs W/ lights	0.00	139.00	
	401-016-2215	MAINTENANCE & REPAIR	Exit signs W/ lights		139.00	
5450	AMAZON BUSINESS	01/31/2024	Regular	0.00	1,322.97	127476
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1XVG-1PXV-KPV9	Invoice	01/29/2024	Lockers and Dividers	0.00	1,322.97	
	416-083-2248	SUPPLIES - SAFETY	Metal Lockers		1,199.52	
	416-083-2248	SUPPLIES - SAFETY	Room Divider		123.45	
5450	AMAZON BUSINESS	01/31/2024	Regular	0.00	324.28	127477
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0003075	Invoice	01/30/2024	New hire Peripherals	0.00	324.28	
	401-007-2219	SUPPLIES - GENERAL OFFI	New hire peripherals		267.30	
	401-007-2219	SUPPLIES - GENERAL OFFI	New hire peripherals		33.99	
	401-007-2219	SUPPLIES - GENERAL OFFI	New hire peripherals		22.99	
5450	AMAZON BUSINESS	01/31/2024	Regular	0.00	185.37	127478
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1V71-M1F3-D1Y	Invoice	01/24/2024	Emergency Go Bag	0.00	185.37	
	604-083-2248	SUPPLIES - SAFETY	First Responder Bag		107.79	
	604-083-2248	SUPPLIES - SAFETY	CPR Resus Mask		9.49	
	604-083-2248	SUPPLIES - SAFETY	Chest Seal		22.97	
	604-083-2248	SUPPLIES - SAFETY	Decompression Needle		45.12	
5450	AMAZON BUSINESS	01/31/2024	Regular	0.00	143.88	127479
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
19WM-G716-CK	Invoice	01/30/2024	Deputy Aragon Boots	0.00	143.88	
	410-050-2222	SUPPLIES - FIELD SUPPLIE	Deputy Boots		143.88	
5450	AMAZON BUSINESS	01/31/2024	Regular	0.00	444.54	127480
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
17NJ-HMNR-RXH	Invoice	01/30/2024	New hire/field equipment	0.00	444.54	
	401-008-2218	FURN/FIX/EQUIP PURCHA	New hire/field equipment		94.87	
	401-008-2219	SUPPLIES - GENERAL OFFI	New hire/field equipment		22.42	
	401-008-2219	SUPPLIES - GENERAL OFFI	New hire/field equipment		69.98	
	401-008-2219	SUPPLIES - GENERAL OFFI	New hire/field equipment		203.95	
	401-008-2219	SUPPLIES - GENERAL OFFI	New hire/field equipment		34.99	
	401-008-2222	SUPPLIES - FIELD SUPPLIE	New hire/field equipment		18.33	
5450	AMAZON BUSINESS	01/31/2024	Regular	0.00	318.93	127481
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
16Y7-XGGL-V7PY	Invoice	01/30/2024	Storage Items for Shelter Trailer	0.00	318.93	
	604-083-2248	SUPPLIES - SAFETY	Vacuum Seal Bags - Jumbo		28.99	
	604-083-2248	SUPPLIES - SAFETY	Storage Trunk		249.95	
	604-083-2248	SUPPLIES - SAFETY	Vacuum Seal Bags - Variety		39.99	

Check Report

Date Range: 01/25/2024 - 02/07/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1795	ARTESIA FIRE EQUIPMENT INC	01/31/2024	Regular	0.00	12,975.00	127482
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
82254	Invoice	01/29/2024	Air Bags District 2	0.00	12,975.00	
	406-091-2248		SUPPLIES - SAFETY		4,075.00	
	406-091-2248		SUPPLIES - SAFETY		7,500.00	
	406-091-2248		SUPPLIES - SAFETY		1,400.00	
3594	AUTOZONE INC.	01/31/2024	Regular	0.00	65.28	127483
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2248511605	Invoice	01/24/2024	AutoZone Open PO 11/23-2/24	0.00	65.28	
	408-091-2201		MAINTENANCE & REPAIR		30.80	
	413-091-2201		MAINTENANCE & REPAIR		34.48	
3594	AUTOZONE INC.	01/31/2024	Regular	0.00	148.92	127484
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2248515194	Invoice	01/29/2024	AutoZone Open PO 11/23-2/24	0.00	148.92	
	413-091-2201		MAINTENANCE & REPAIR		148.92	
5408	BANK OF AMERICA	01/31/2024	Regular	0.00	37.50	127485
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Order AABQTLZ3	Invoice	01/25/2024	Fire Nutritional Rehab - 125 Dairy Rd Will	0.00	37.50	
	604-083-2248		SUPPLIES - SAFETY		37.50	
859	BOUND TREE MEDICAL, LLC	01/31/2024	Regular	0.00	1,303.68	127486
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
85220488	Invoice	01/24/2024	EMS Supplies/Equipment/Medications FY	0.00	1,303.68	
	416-083-2230		SUPPLIES - MEDICAL		1,303.68	
3668	CHAVES COUNTY DETENTION	01/31/2024	Regular	0.00	360.00	127487
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0003064	Invoice	01/24/2024	Inmate housing - Berg, Annette	0.00	360.00	
	420-070-2172		CARE OF INMATES		360.00	
4383	DE LAGE LANDEN FINANCIAL SERVICE	01/31/2024	Regular	0.00	6,187.64	127488
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
DLL RETURN	Invoice	01/31/2024	Copier Leases Buyout	0.00	6,187.64	
	401-010-2271		CONTRACT-OTHER SERVI		798.81	
	401-010-2271		CONTRACT-OTHER SERVI		825.29	
	401-010-2271		CONTRACT-OTHER SERVI		913.67	
	401-010-2271		CONTRACT-OTHER SERVI		209.87	
	401-010-2271		CONTRACT-OTHER SERVI		798.81	
	401-010-2271		CONTRACT-OTHER SERVI		624.19	
	401-010-2271		CONTRACT-OTHER SERVI		779.78	
	401-010-2271		CONTRACT-OTHER SERVI		1,237.22	
2809	EVEDA/ESTANCIA VALLEY ECONOMIC	01/31/2024	Regular	0.00	25,000.00	127489
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
EVEDA 24-01	Invoice	01/30/2024	EVEDA Contract FY2024	0.00	25,000.00	
	401-005-2260		CONTRACT - EVEDA		25,000.00	
2555	EVSWA	01/31/2024	Regular	0.00	169.75	127490

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
001-0001153077	Invoice	01/29/2024	Animal disposal	0.00	169.75	
	401-082-2210	UTILITIES - WATER	Animal disposal		137.93	
	401-082-2210	UTILITIES - WATER	Disposal of large animal		31.82	
430	FLEMING CHEMICAL CO INC	01/31/2024	Regular	0.00	128.08	127491
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
58795	Invoice	01/24/2024	Circuit Breaker Switchs	0.00	128.08	
	401-015-2218	FURN/FIX/EQUIP PURCHA	Circuit Breaker Switchs		56.54	
	401-016-2218	FURN/FIX/EQUIP	Circuit Breaker Switchs		71.54	
5662	Garcia, Deminica	01/31/2024	Regular	0.00	147.88	127492
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
2024 NMC	Invoice	01/31/2024	RETURN FROM SANTA FE NM 2024 NMC L	0.00	147.88	
	401-010-2205	TRAVEL - EMPLOYEES	RETURN FROM SANTA FE NM 20		147.88	
944	GRAINGER, INC.	01/31/2024	Regular	0.00	2,016.48	127493
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
9973638894	Invoice	01/29/2024	Safety Bollard District 3	0.00	2,016.48	
	408-091-2248	SUPPLIES - SAFETY	Safety Bollard		2,016.48	
944	GRAINGER, INC.	01/31/2024	Regular	0.00	21.44	127494
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
9973465140	Invoice	01/29/2024	Transformer District 4	0.00	21.44	
	409-091-2215	MAINTENANCE & REPAIR	Tranformer District 4		21.44	
944	GRAINGER, INC.	01/31/2024	Regular	0.00	509.76	127495
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
9970785078	Invoice	01/29/2024	Equipment District 5	0.00	509.76	
	405-091-2248	SUPPLIES - SAFETY	Hand Rail		509.76	
944	GRAINGER, INC.	01/31/2024	Regular	0.00	485.66	127496
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
9974004401	Invoice	01/29/2024	Ignition Board District 2	0.00	485.66	
	406-091-2215	MAINTENANCE & REPAIR	Ignition Board		485.66	
214	HART'S TRUSTWORTHY HARDWARE	01/31/2024	Regular	0.00	16.96	127497
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
A134071	Invoice	01/29/2024	Harts Open PO 12/23-3/24	0.00	16.96	
	405-091-2248	SUPPLIES - SAFETY	Harts Open PO 12/23-3/24		16.96	
214	HART'S TRUSTWORTHY HARDWARE	01/31/2024	Regular	0.00	12.99	127498
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
B533701	Invoice	01/30/2024	Harts Open PO 12/23-3/24	0.00	12.99	
	413-091-2215	MAINTENANCE & REPAIR	Harts Open PO 12/23-3/24		12.99	
214	HART'S TRUSTWORTHY HARDWARE	01/31/2024	Regular	0.00	104.97	127499
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
A134114	Invoice	01/25/2024	Harts Open PO 12/23-3/24	0.00	104.97	
	413-091-2248	SUPPLIES - SAFETY	Harts Open PO 12/23-3/24		104.97	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
214	HART'S TRUSTWORTHY HARDWARE	01/31/2024	Regular	0.00	118.98	127500
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
B533697	Invoice	01/30/2024	Harts Open PO 12/23-3/24	0.00	118.98	
	413-091-2215		MAINTENANCE & REPAIR		118.98	
VEN01161	HSI Emergency Care Solutions, Inc	01/31/2024	Regular	0.00	15.00	127501
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1964151	Invoice	01/24/2024	CPR Instructor Renewal Fee	0.00	15.00	
	600-006-2266		EMPLOYEE TRAINING		15.00	
3939	Kent Ballard	01/31/2024	Regular	0.00	263.95	127502
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Ballard 112023	Invoice	12/29/2023	Holster purchase	0.00	263.95	
	410-050-2222		SUPPLIES - FIELD SUPPLIE		263.95	
3729	MARLIN BUSINESS BANK	01/31/2024	Regular	0.00	289.52	127503
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
21023516	Invoice	01/30/2024	Monthly Copier Lease Contract Payment F	0.00	289.52	
	911-080-2284		LEASE EQUIPMENT		21.57	
	911-080-2284		LEASE EQUIPMENT		267.95	
VEN01287	MISTY WITT	01/31/2024	Regular	0.00	-134.40	127504
VEN01287	MISTY WITT	01/31/2024	Regular	0.00	134.40	127504
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2024 NMC RETUR	Invoice	01/23/2024	RETURN SANTA FE NM 2024 NMC CONF	0.00	134.40	
	401-055-2205		TRAVEL - EMPLOYEES		134.40	
1907	NEW MEXICO STATE UNIVERSITY	01/31/2024	Regular	0.00	25,378.75	127505
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
24-01298	Invoice	01/24/2024	Support of Cooperative Extension Service	0.00	25,378.75	
	401-005-2261		CONTRACT - EXTENSION		25,378.75	
5096	NM IAAO	01/31/2024	Regular	0.00	240.00	127506
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0002995	Invoice	01/10/2024	MEMBERSHIP DUES	0.00	240.00	
	401-040-2266		EMPLOYEE TRAINING		240.00	
5051	NM LOCKING SYSTEMS	01/31/2024	Regular	0.00	162.60	127507
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
10898	Invoice	01/24/2024	Open P/O for Misc keys	0.00	162.60	
	401-015-2215		MAINTENANCE & REPAIR		32.52	
	401-015-2215		MAINTENANCE & REPAIR		32.52	
	401-015-2215		MAINTENANCE & REPAIR		32.52	
	401-015-2215		MAINTENANCE & REPAIR		32.52	
	401-015-2215		MAINTENANCE & REPAIR		32.52	
1096	NM RETIREE HEALTH-CARE AUTHORI	01/31/2024	Regular	0.00	1.20	127508
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0003128	Invoice	01/31/2024	Retiree Health Care	0.00	1.20	
	401-000-9001		Payroll Liabilities		1.20	
1344	NM TRD/PTD	01/31/2024	Regular	0.00	370.00	127509

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003070	Invoice	01/29/2024	REGISTRATION FOR CLASS	0.00	370.00	
	401-040-2266	EMPLOYEE TRAINING	REGISTRATION FOR CLASS		370.00	
17	PEAVEY COMPANIES INC	01/31/2024	Regular	0.00	4,853.00	127510
405388	Invoice	01/29/2024	Safety Jackpot Cards FY2024	0.00	4,853.00	
	600-006-2248	SUPPLIES - SAFETY	Safety Jackpot Cards FY2024		4,853.00	
5603	PFEIFER VETERINARY SERVICES, LLC	01/31/2024	Regular	0.00	1,135.00	127511
2139236	Invoice	01/29/2024	SNIPIT sterilizations	0.00	1,135.00	
	431-082-2272	CONTRACT - PROFESSION	SNIPIT sterilizations		1,135.00	
2015	PLATEAU WIRELESS	01/31/2024	Regular	0.00	127.29	127512
01.2024 3165	Invoice	01/29/2024	Internet & wireless services Fire dept	0.00	127.29	
	407-091-2207	TELECOMMUNICATIONS	Internet & wireless services		127.29	
1377	PRESBYTERIAN HEALTHCARE SERVICES	01/31/2024	Regular	0.00	1,190.00	127513
INV0003065	Invoice	01/24/2024	ER Visit - Hartnett, Jonathan	0.00	1,190.00	
	420-070-2173	INMATE MEDICAL	ER Visit - Hartnett, Jonathan		1,190.00	
3859	PRUDENTIAL OVERALL SUPPLY	01/31/2024	Regular	0.00	216.41	127514
450708012	Invoice	01/25/2024	Uniforms	0.00	216.41	
	402-060-2236	SUPPLIES - UNIFORMS	Uniforms		216.41	
3859	PRUDENTIAL OVERALL SUPPLY	01/31/2024	Regular	0.00	99.75	127515
450708010	Invoice	01/24/2024	uniforms & supplys	0.00	99.75	
	401-015-2203	MAINTENANCE & REPAIR	uniforms & supplys		99.75	
3859	PRUDENTIAL OVERALL SUPPLY	01/31/2024	Regular	0.00	67.97	127516
450704489	Invoice	01/30/2024	Mats & mop, supplys	0.00	67.97	
	401-016-2203	MAINTENANCE & REPAIR	Mats & mop, supplys		67.97	
3859	PRUDENTIAL OVERALL SUPPLY	01/31/2024	Regular	0.00	67.97	127517
450708009	Invoice	01/24/2024	Mats & mop, supplys	0.00	67.97	
	401-016-2203	MAINTENANCE & REPAIR	Mats & mop, supplys		67.97	
3859	PRUDENTIAL OVERALL SUPPLY	01/31/2024	Regular	0.00	67.97	127518
450702769	Invoice	01/30/2024	Mats & mop, supplys	0.00	67.97	
	401-016-2203	MAINTENANCE & REPAIR	Mats & mop, supplys		67.97	
VEN01150	Reynolds, Stephanie Y	01/31/2024	Regular	0.00	800.80	127519

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
LAW ENFORCEM	Invoice	01/31/2024	TRAVEL TO COMAL COUNTY LAW ENFORC	0.00	800.80	
	401-050-2205		TRAVEL - EMPLOYEES		800.80	
5323	SOUTHWEST COPY SYSTEMS	01/31/2024	Regular	0.00	42.83	127520
531258	Invoice	01/29/2024	TREASURER COPIER OVERAGES FY2024	0.00	42.83	
	401-030-2221		PRINTING/PUBLISHING/A		42.83	
3915	STERICYCLE, INC.	01/31/2024	Regular	0.00	45.91	127521
8006038775	Invoice	01/29/2024	Monthly Service Stericycle Open PO	0.00	45.91	
	416-083-2230		SUPPLIES - MEDICAL		45.91	
3702	TERRALOGIC DOCUMENT SYSTEMS INC	01/31/2024	Regular	0.00	913.15	127522
135684	Invoice	01/24/2024	Terralogic Document Systems	0.00	913.15	
	401-020-2233		CONTRACT - MICROFILMI		913.15	
4123	The Harvard Drug Group, LLC	01/31/2024	Regular	0.00	215.84	127523
6X8854	Invoice	01/29/2024	Medical supplies for shelter animals	0.00	215.84	
	401-082-2115		SUPPLIES - PHARMACY		107.48	
	401-082-2115		SUPPLIES - PHARMACY		108.36	
5296	THE MASTER'S TOUCH, LLC.	01/31/2024	Regular	0.00	808.90	127524
INV0003068	Invoice	01/24/2024	PAYMENTS TO THE MASTERS TOUCH.	0.00	224.56	
	401-040-2221		PRINTING/PUBLISHING/A		224.56	
INV0003069	Invoice	01/29/2024	MASTERS TOUCH BBP MAIL	0.00	584.34	
	401-040-2221		PRINTING/PUBLISHING/A		584.34	
83	TNT ESTANCIA	01/31/2024	Regular	0.00	595.00	127525
INV0002936	Invoice	12/20/2023	Alternate prevention activities	0.00	595.00	
	605-003-2271		CONTRACT - OTHER SERV		595.00	
552	UTILITY TRAILER INTERSTATE	01/31/2024	Regular	0.00	427.12	127526
M68809	Invoice	01/30/2024	Tarps for belly dumps	0.00	427.12	
	402-060-2244		MAINTENANCE & REPAIR		427.12	
1	WAGNER EQUIPMENT CO.	01/31/2024	Regular	0.00	2,095.27	127527
S10W0917284	Invoice	01/30/2024	Repairs,Parts and Labor ,Cutting edges	0.00	2,095.27	
	402-060-2244		MAINTENANCE & REPAIR		2,095.27	
3823	WITMER PUBLIC SAFETY GROUP	01/31/2024	Regular	0.00	81.54	127528

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV404083	Invoice	01/29/2024	Equipment District 5	0.00	81.54	
	405-091-2248	SUPPLIES - SAFETY	Mallet Bracket		81.54	
329	WS DARLEY & CO	01/31/2024	Regular	0.00	100.00	127529
17519311	Invoice	01/25/2024	Tools and Equipment District 5	0.00	100.00	
	405-091-2248	SUPPLIES - SAFETY	Booster Nozzle Holder		7.00	
	405-091-2248	SUPPLIES - SAFETY	Booster Nozzle Holder Cup Mou		93.00	
5019	GLOBE LIFE & ACCIDENT INSURANCE	02/01/2024	Regular	0.00	163.00	127530
INV0003086	Invoice	02/01/2024	Globe Life Insurance	0.00	163.00	
	401-000-9001	Payroll Liabilities	Globe Life Insurance		163.00	
1096	NM RETIREE HEALTH-CARE AUTHORI	02/01/2024	Regular	0.00	6,514.01	127531
INV0003098	Invoice	02/01/2024	Retiree Health Care	0.00	6,145.57	
	401-000-9001	Payroll Liabilities	Retiree Health Care		6,145.57	
INV0003121	Invoice	02/01/2024	Retiree Health Care	0.00	368.44	
	401-000-9001	Payroll Liabilities	Retiree Health Care		368.44	
5041	TimeClock Plus, LLC	02/01/2024	Regular	0.00	4,998.40	127532
INV00300754	Invoice	02/01/2024	TimeClock Plus Software 2023-2024	0.00	4,998.40	
	401-096-2213	CONTRACT - IT SERVICES	TimeClock Plus Software 2023-2		4,998.40	
1335	TORRANCE COUNTY	02/01/2024	Regular	0.00	82.98	127533
INV0003100	Invoice	02/01/2024	Torrance County Property Tax	0.00	61.98	
	401-000-9001	Payroll Liabilities	Torrance County Property Tax		61.98	
INV0003123	Invoice	02/01/2024	Torrance County Property Tax	0.00	21.00	
	401-000-9001	Payroll Liabilities	Torrance County Property Tax		21.00	
129	MORIARTY, CITY OF	02/01/2024	Regular	0.00	15.00	127534
MOR 02/24	Invoice	02/01/2024	IPRA REQUEST	0.00	15.00	
	401-010-2221	PRINTING/PUBLISHING/A	IPRA REQUEST -LAPEL FOOTAGE		10.00	
	401-010-2221	PRINTING/PUBLISHING/A	IPRA REQUEST -POLICE REPORT		5.00	
5450	AMAZON BUSINESS	02/07/2024	Regular	0.00	710.93	127535
1CWX-T66Q-6GR	Invoice	02/06/2024	Office supplies	0.00	710.93	
	401-055-2219	SUPPLIES - GENERAL OFFI	AAA Batteries		16.70	
	401-055-2219	SUPPLIES - GENERAL OFFI	Magnetic dry erase board		548.07	
	401-055-2219	SUPPLIES - GENERAL OFFI	Storage filing boxes		146.16	
5450	AMAZON BUSINESS	02/07/2024	Regular	0.00	112.73	127536

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1611-9HDV-LYYM	Invoice	01/31/2024	Glass cleaner for fleet and Banker boxes	0.00	112.73	
	402-060-2219		SUPPLIES - GENERAL OFFI		112.73	
5450	AMAZON BUSINESS	02/07/2024	Regular	0.00	51.25	127537
1LVJ-9R47-KCDX	Invoice	01/30/2024	Office Supplies	0.00	51.25	
	604-083-2219		SUPPLIES - GENERAL OFFI		27.98	
	604-083-2219		SUPPLIES - GENERAL OFFI		20.19	
	604-083-2219		SUPPLIES - GENERAL OFFI		3.08	
5450	AMAZON BUSINESS	02/07/2024	Regular	0.00	107.56	127538
1HDC-QRH4-TVX	Invoice	01/31/2024	Batteries & Charger	0.00	107.56	
	401-050-2215		MAINTENANCE & REPAIR		-29.99	
	401-050-2215		MAINTENANCE & REPAIR		137.55	
5450	AMAZON BUSINESS	02/07/2024	Regular	0.00	145.71	127539
1H6Y-FM6H-6TD	Invoice	02/06/2024	OFFICE SUPPLIES	0.00	145.71	
	401-020-2219		SUPPLIES - GENERAL OFFI		35.73	
	401-020-2219		SUPPLIES - GENERAL OFFI		12.09	
	401-020-2219		SUPPLIES - GENERAL OFFI		67.90	
	401-020-2219		SUPPLIES - GENERAL OFFI		29.99	
5450	AMAZON BUSINESS	02/07/2024	Regular	0.00	915.35	127540
1GJ9-GMYM-GW	Invoice	01/30/2024	Printer, toner, thumb drives	0.00	915.35	
	401-082-2219		SUPPLIES - GENERAL OFFI		109.00	
	401-082-2219		SUPPLIES - GENERAL OFFI		430.09	
	401-082-2219		SUPPLIES - GENERAL OFFI		39.99	
	401-082-2219		SUPPLIES - GENERAL OFFI		110.89	
	401-082-2219		SUPPLIES - GENERAL OFFI		114.49	
	401-082-2219		SUPPLIES - GENERAL OFFI		110.89	
5450	AMAZON BUSINESS	02/07/2024	Regular	0.00	223.87	127541
144M-XML6-QVG	Invoice	01/30/2024	OFFICE SUPPLIES	0.00	223.87	
	401-040-2219		SUPPLIES-OFFICE		26.89	
	401-040-2219		SUPPLIES-OFFICE		196.98	
5450	AMAZON BUSINESS	02/07/2024	Regular	0.00	379.49	127542

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1YQ3-MNNC-GN	Invoice	02/06/2024	Clorox Wipes/Ice Melt/Coffee/Bathroom	0.00	379.49	
	911-080-2219		SUPPLIES - GENERAL OFFI Storage Container for Ice Melt		39.99	
	911-080-2219		SUPPLIES - GENERAL OFFI Febreze (Asst/ 3 pack)		9.99	
	911-080-2219		SUPPLIES - GENERAL OFFI Febreze (Ocean/ 3 pack)		10.94	
	911-080-2219		SUPPLIES - GENERAL OFFI Adjustable Floor Lamps		119.96	
	911-080-2219		SUPPLIES - GENERAL OFFI Cameron's Coffee (32 oz.)		43.32	
	911-080-2219		SUPPLIES - GENERAL OFFI Dry Erase Whiteboard Cleaning		3.74	
	911-080-2219		SUPPLIES - GENERAL OFFI Napkins (200 ct.)		5.32	
	911-080-2220		SUPPLIES - CLEANING Hand Broom/Dust Pan Set		12.88	
	911-080-2220		SUPPLIES - CLEANING Push Broom Handle		4.99	
	911-080-2220		SUPPLIES - CLEANING Clorox Wipes (6 pack)		128.36	
VEN01277	AX BUYERS DEPOT	02/07/2024	Regular	0.00	679.94	127543
Payable # AXB51850011	Invoice	02/01/2024	Brother Printers and Toner	0.00	679.94	
	911-080-2219		SUPPLIES - GENERAL OFFI Brother Printers		439.98	
	911-080-2219		SUPPLIES - GENERAL OFFI Brother Toner		239.96	
5538	BOHANNAN HUSTON, INC.	02/07/2024	Regular	0.00	5,147.00	127544
Payable # 000127517	Invoice	02/01/2024	F2394 Duran Water System Bohannon Hu	0.00	5,147.00	
	803-000-1766		F2394 DURAN WATER SYS Design Phase Services F2394 Du		5,147.00	
5604	BRAYCON COMPANIES, LLC	02/07/2024	Regular	0.00	6,411.49	127545
Payable # 24	Invoice	02/05/2024	Braycon Lyndsi Donner FY24	0.00	6,411.49	
	635-055-2402		GRANT MATCHING Braycon Lyndsi Donner FY24		471.49	
	635-068-2272		CONTRACT - PROFESSION Braycon Lyndsi Donner FY24		5,940.00	
5474	CHAVEZ, LEXI	02/07/2024	Regular	0.00	4,784.00	127546
Payable # TC FAIR 2023	Invoice	02/07/2024	TC FAIR SALE 2023 #18 PD IN FULL	0.00	4,784.00	
	412-053-2249		ANIMAL SALES AT COUNT TC FAIR SALE 2023 #18 PD IN FU		4,784.00	
3391	CINTAS CORPORATION NO. 2	02/07/2024	Regular	0.00	671.65	127547
Payable # 5194370633	Invoice	02/05/2024	SAFETY SUPPLIES	0.00	102.96	
	911-080-2248		SUPPLIES - SAFETY SAFETY SUPPLIES		102.96	
Payable # 5194370650	Invoice	02/05/2024	SAFETY SUPPLIES	0.00	416.13	
	600-006-2248		SUPPLIES - SAFETY SAFETY SUPPLIES		416.13	
Payable # 5194370655	Invoice	02/05/2024	SAFETY SUPPLIES	0.00	152.56	
	410-050-2222		SUPPLIES - FIELD SUPPLIE SAFETY SUPPLIES		152.56	
5416	CRYSTAL SPRINGS	02/07/2024	Regular	0.00	42.00	127548
Payable # 9269124	Invoice	02/06/2024	Water Delivery for FY24	0.00	42.00	
	911-080-2219		SUPPLIES - GENERAL OFFI Water Delivery for FY24		42.00	
4383	DE LAGE LANDEN FINANCIAL SERVICE	02/07/2024	Regular	0.00	546.82	127549

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
81796303	Invoice	02/05/2024	Recurring TCSO De Lage FY2024	0.00	546.82	
	401-050-2284	EQUIPMENT LEASES	Recurring TCSO De Lage FY2024		546.82	
4383	DE LAGE LANDEN FINANCIAL SERVICE	02/07/2024	Regular	0.00	332.66	127550
81793836	Invoice	02/05/2024	Lease for copier	0.00	332.66	
	401-008-2284	LEASE EQUIPMENT	Lease for copier		332.66	
4383	DE LAGE LANDEN FINANCIAL SERVICE	02/07/2024	Regular	0.00	270.53	127551
81793839	Invoice	02/05/2024	Monthly lease copier- DV	0.00	270.53	
	690-009-2284	CONTRACT - EQUIPMENT	Monthly lease copier- DV		270.53	
4383	DE LAGE LANDEN FINANCIAL SERVICE	02/07/2024	Regular	0.00	325.02	127552
81853601	Invoice	02/05/2024	LEASE FOR COPY MACHINE	0.00	325.02	
	401-040-2284	EQUIPMENT LEASES	LEASE FOR COPY MACHINE		325.02	
4383	DE LAGE LANDEN FINANCIAL SERVICE	02/07/2024	Regular	0.00	332.66	127553
81793824	Invoice	02/05/2024	Copy Machine Lease Agreements - 25569	0.00	332.66	
	401-055-2284	EQUIPMENT LEASES	Copy Machine Lease Agreement		332.66	
4383	DE LAGE LANDEN FINANCIAL SERVICE	02/07/2024	Regular	0.00	342.90	127554
81793829	Invoice	02/05/2024	Copier	0.00	342.90	
	401-065-2221	PRINTING/PUBLISHING/A	Copier NOV FY-24		342.90	
5308	DIRECTV, LLC.	02/07/2024	Regular	0.00	119.53	127555
069212456X2401	Invoice	02/06/2024	Direct TV for Fire dept	0.00	119.53	
	416-083-2271	CONTRACT - OTHER SERV	Direct tv for Fire dept		119.53	
4705	DOUBLE H AUTO	02/07/2024	Regular	0.00	18.67	127556
081477	Invoice	02/01/2024	Belts, filters, parts, lights, fluids for fleet	0.00	18.67	
	402-060-2201	MAINTENANCE & REPAIR	Belts, filters, parts, lights, fluids		18.67	
4979	DT AUTOMOTIVE	02/07/2024	Regular	0.00	2,880.00	127557
TCSO 24-01091	Invoice	02/02/2024	January 2024 Vehicle Maintenance	0.00	2,880.00	
	401-050-2201	MAINTENANCE & REPAIR	January 2024 Vehicle Maintena		2,880.00	
50	EMW GAS ASSOCIATION	02/07/2024	Regular	0.00	9,863.68	127558
01.2024 0450	Invoice	02/05/2024	Road- Monthly Gas- Utility	0.00	459.14	
	402-060-2209	UTILITIES - NATURAL GAS	Road- Monthly Gas- Utility		459.14	
01.2024 0500	Invoice	02/05/2024	Monthly gas bill	0.00	648.06	
	418-091-2209	UTILITIES - NATURAL GAS	Monthly gas bill		648.06	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01.2024 0580	Invoice	02/05/2024	Monthly gas bill	0.00	537.26	
	401-082-2209		UTILITIES - NATURAL GAS		537.26	
01.2024 1850	Invoice	02/05/2024	Monthly gas bill	0.00	1,502.76	
	401-015-2209		UTILITIES - NATURAL GAS		1,502.76	
01.2024 1860	Invoice	02/05/2024	Monthly gas bill	0.00	627.95	
	402-060-2209		UTILITIES - NATURAL GAS		627.95	
01.2024 1990	Invoice	02/05/2024	Monthly gas bill	0.00	173.86	
	401-024-2209		UTILITIES - NATURAL GAS		173.86	
01.2024 2330	Invoice	02/05/2024	Monthly gas bill	0.00	502.53	
	401-037-2209		UTILITIES - NATURAL GAS		502.53	
01.2024 3680	Invoice	02/05/2024	Monthly gas bill	0.00	480.56	
	406-091-2209		UTILITIES - NATURAL GAS		480.56	
01.2024 4090	Invoice	02/05/2024	Monthly gas bill	0.00	31.13	
	401-053-2209		UTILITIES - NATURAL GAS		31.13	
01.2024 4510	Invoice	02/05/2024	Monthly gas bill	0.00	451.50	
	405-091-2209		UTILITIES - NATURAL GAS		451.50	
01.2024 5390	Invoice	02/05/2024	Monthly gas bill	0.00	775.21	
	408-091-2209		UTILITIES - NATURAL GAS		775.21	
01.2024 5690	Invoice	02/05/2024	Monthly gas bill	0.00	160.23	
	402-060-2209		UTILITIES - NATURAL GAS		160.23	
01.2024 5870	Invoice	02/05/2024	Monthly gas bill	0.00	407.30	
	401-036-2209		UTILITIES - NATURAL GAS		407.30	
01.2024 6000	Invoice	02/05/2024	Monthly gas bill	0.00	1,264.63	
	401-016-2209		UTILITIES - NATURAL GAS		1,264.63	
01.2024 6140	Invoice	02/05/2024	Monthly gas bill	0.00	475.79	
	401-050-2209		UTILITIES - NATURAL GAS		475.79	
01.2024 6230	Invoice	02/05/2024	Monthly gas bill	0.00	558.71	
	405-091-2209		UTILITIES - NATURAL GAS		558.71	
01.2024 9250	Invoice	02/05/2024	Monthly gas bill	0.00	444.37	
	408-091-2209		UTILITIES - NATURAL GAS		444.37	
01.2024 9530	Invoice	02/05/2024	Monthly gas bill	0.00	362.69	
	911-080-2209		UTILITIES - NATURAL GAS		362.69	
	Void	02/07/2024	Regular	0.00	0.00	127559
5478	ENCINIAS, BRODY	02/07/2024	Regular	0.00	691.65	127560
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TC FAIR 2023	Invoice	02/07/2024	TC COUNTY FAIR 2023 ADD ONS PD IN FU	0.00	691.65	
	412-053-2249		ANIMAL SALES AT COUNT		691.65	
51	ESTANCIA, TOWN OF	02/07/2024	Regular	0.00	1,339.61	127561
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
01.2024 1108	Invoice	02/05/2024	Monthly water bill	0.00	203.47	
	402-060-2210		UTILITIES - WATER		203.47	
01.2024 1112	Invoice	02/05/2024	Monthly water bill	0.00	427.85	
	401-015-2210		UTILITIES - WATER		427.85	
01.2024 1380	Invoice	02/05/2024	Monthly water bill	0.00	127.94	
	401-050-2210		UTILITIES - WATER		127.94	
01.2024 249	Invoice	02/05/2024	Monthly water bill	0.00	127.94	
	401-036-2210		UTILITIES - WATER		127.94	
01.2024 373	Invoice	02/05/2024	Monthly water bill	0.00	104.48	
	401-024-2210		UTILITIES - WATER		104.48	
01.2024 40	Invoice	02/05/2024	Monthly Water bill	0.00	270.51	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	401-016-2210		UTILITIES - WATER		270.51	
01.2024 750	Invoice	02/05/2024	Monthly water bill	0.00	77.42	
	401-053-2210		UTILITIES - WATER		77.42	
4717	GSD - ADMIN SERVICES DIVISION	02/07/2024	Regular	0.00	69,326.84	127562
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
GSD-004113	Invoice	02/07/2024	RMD/LPB UNEMPLOYMENT COMP	0.00	55,054.05	
	401-005-2108		UNEMPLOYMENT COMPE		55,054.05	
GSD-104941	Invoice	02/07/2024	RMD/LPB UNEMPLOYMENT COMP	0.00	14,272.79	
	401-005-2108		UNEMPLOYMENT COMPE		14,272.79	
214	HART'S TRUSTWORTHY HARDWARE	02/07/2024	Regular	0.00	37.46	127563
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
B533867	Invoice	02/01/2024	Harts Open PO 12/23-3/24	0.00	37.46	
	408-091-2215		MAINTENANCE & REPAIR		37.46	
214	HART'S TRUSTWORTHY HARDWARE	02/07/2024	Regular	0.00	34.45	127564
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
A134486	Invoice	02/01/2024	Hart's - Office/Cleaning Supplies	0.00	34.45	
	911-080-2219		SUPPLIES - GENERAL OFFI		34.45	
3587	HOMESTEAD WATER CO.	02/07/2024	Regular	0.00	11.72	127565
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
02.2024	Invoice	02/05/2024	Monthly water bill district 5	0.00	11.72	
	405-091-2210		UTILITIES - WATER		11.72	
990	IRON MOUNTAIN RECORDS MANAGEMENT	02/07/2024	Regular	0.00	505.17	127566
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
202832272	Invoice	02/06/2024	Off site storage of recorded documents	0.00	505.17	
	612-020-2203		MAINTENANCE & REPAIR		137.68	
	612-020-2203		MAINTENANCE & REPAIR		367.49	
5254	Josefita Bersabela Eaton	02/07/2024	Regular	0.00	45.35	127567
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
2024 PROBATE	Invoice	02/07/2024	TRAVEL TO BERNALILLO NM 2024 PROBAT	0.00	45.35	
	401-090-2205		TRAVEL - EMPLOYEES		45.35	
2291	LOBO INTERNET SERVICES LTD	02/07/2024	Regular	0.00	45.00	127568
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
N12084-50	Invoice	02/05/2024	Internet Services	0.00	45.00	
	401-096-2207		TELECOMMUNICATIONS		45.00	
2291	LOBO INTERNET SERVICES LTD	02/07/2024	Regular	0.00	137.50	127569
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
N10958-52	Invoice	02/05/2024	Internet Services	0.00	137.50	
	911-080-2207		TELECOMMUNICATIONS		137.50	
2291	LOBO INTERNET SERVICES LTD	02/07/2024	Regular	0.00	475.00	127570

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
N10926-53	Invoice	02/05/2024	Internet services-Fire	0.00	475.00	
	405-091-2207	TELECOMMUNICATIONS	Internet services- dist 5		139.69	
	406-091-2207	TELECOMMUNICATIONS	Internet services- dist- 2		139.69	
	409-091-2207	TELECOMMUNICATIONS	Internet services- dist 4		139.69	
	413-091-2207	TELECOMMUNICATIONS	Internet services- dist- admin		55.93	
2291	LOBO INTERNET SERVICES LTD	02/07/2024	Regular	0.00	155.00	127571
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
N10715-57	Invoice	02/05/2024	Internet Services	0.00	155.00	
	401-096-2207	TELECOMMUNICATIONS	Internet Services IT		155.00	
VEN01275	MCKINNEY, JASMINE	02/07/2024	Regular	0.00	25.00	127572
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
01.22.24	Invoice	02/05/2024	JJG Youth Stipend	0.00	25.00	
	635-068-2272	CONTRACT - PROFESSION	JJG Youth Stipend		25.00	
4797	METZGER, KAYLA	02/07/2024	Regular	0.00	157.50	127573
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
TC FAIR 2023	Invoice	02/07/2024	TC FAIR 2023 ADD ONS PD IN FULL	0.00	157.50	
	412-053-2249	ANIMAL SALES AT COUNT	TC FAIR 2023 ADD ONS PD IN FU		157.50	
25	NM COUNTY INSURANCE AUTHORITY	02/07/2024	Regular	0.00	280,560.00	127574
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
LE001474	Invoice	02/07/2024	LAW ENFORCEMENT LIABILITY INSURANC	0.00	2,500.00	
	401-050-2212	OTHER INSURANCE PREM	LAW ENFORCEMENT LIABILITY D		2,500.00	
LE001508	Invoice	02/07/2024	LAW ENFORCEMENT LIABILITY INSURANC	0.00	144,274.00	
	401-050-2212	OTHER INSURANCE PREM	LAW ENFORCEMENT LIABILITY I		144,274.00	
ML002347	Invoice	02/06/2024	Multiline Liability Insurance & Deductible	0.00	133,786.00	
	401-005-2212	INSURANCE - GENERAL LI	Equipment Breakdown Coverag		490.00	
	401-005-2212	INSURANCE - GENERAL LI	Crime Coverage		1,293.00	
	401-005-2212	INSURANCE - GENERAL LI	Land Use Coverage		7,500.00	
	401-005-2212	INSURANCE - GENERAL LI	Pollution Coverage		879.00	
	401-005-2212	INSURANCE - GENERAL LI	Cyber Liability Coverage		3,386.00	
	401-005-2212	INSURANCE - GENERAL LI	Flood Coverage		8,184.00	
	401-005-2212	INSURANCE - GENERAL LI	Multiline Liability Insurance 202		110,962.00	
	401-005-2212	INSURANCE - GENERAL LI	Public Officials Surety Bond		1,092.00	
5051	NM LOCKING SYSTEMS	02/07/2024	Regular	0.00	1,237.83	127575
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
10937	Invoice	02/01/2024	Locks & keys	0.00	1,237.83	
	401-016-2215	MAINTENANCE & REPAIR	Cylinders for door locks		400.00	
	401-016-2215	MAINTENANCE & REPAIR	Keys C123		80.13	
	401-016-2215	MAINTENANCE & REPAIR	rekey C123		34.70	
	401-016-2215	MAINTENANCE & REPAIR	Keys C123		318.00	
	401-016-2215	MAINTENANCE & REPAIR	Duplicate keys		405.00	
5307	NUBE GROUP	02/07/2024	Regular	0.00	28.84	127576
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
IN65831	Invoice	02/01/2024	Recurring NUBE FY2024	0.00	28.84	
	401-050-2203	MAINTENANCE & REPAIR	Recurring NUBE FY2024		28.84	
5307	NUBE GROUP	02/07/2024	Regular	0.00	131.42	127577

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
IN65835	Invoice	02/05/2024	Copier Overage's	0.00	131.42	
	401-065-2225	SUPPLIES- COMPUTER/PR	FY24 Overages		131.42	
5307	NUBE GROUP	02/07/2024	Regular	0.00	349.82	127578
IN65832	Invoice	02/05/2024	Clerk monthly overage-copier	0.00	349.82	
	401-021-2221	PRINTING/PUBLISHING/A	Clerk monthly overage-copier		349.82	
1449	P & M SIGNS INC	02/07/2024	Regular	0.00	1,044.00	127579
9204	Invoice	01/31/2024	Sign for new Road Office	0.00	1,044.00	
	402-060-2218	MAINTENANCE & REPAIR	Sign for new Road Office		1,044.00	
1334	PITNEY BOWES BANK INC PURCHASE POWER	02/07/2024	Regular	0.00	2,365.14	127580
12.23	Invoice	01/31/2024	13 Month. postage	0.00	2,365.14	
	401-010-2206	POSTAGE	12 Month postage estimate		2,365.14	
2015	PLATEAU WIRELESS	02/07/2024	Regular	0.00	4,564.44	127581
02.2024 1934	Invoice	02/06/2024	Internet & wireless services	0.00	4,564.44	
	401-096-2207	TELECOMMUNICATIONS	Internet & wireless services		4,564.44	
5100	PRESBYTERIAN MEDICAL SERVICES	02/07/2024	Regular	0.00	833.33	127582
2-Feb-24	Invoice	02/06/2024	Senior Center cleaning services	0.00	833.33	
	631-057-2271	CONTRACT - OTHER SERV	Senior Center cleaning services		833.33	
3859	PRUDENTIAL OVERALL SUPPLY	02/07/2024	Regular	0.00	99.75	127583
450704490	Invoice	01/30/2024	uniforms & supplys	0.00	99.75	
	401-015-2203	MAINTENANCE & REPAIR	uniforms & supplys		99.75	
3859	PRUDENTIAL OVERALL SUPPLY	02/07/2024	Regular	0.00	67.97	127584
450708868	Invoice	01/31/2024	Mats & mop, supplys	0.00	67.97	
	401-016-2203	MAINTENANCE & REPAIR	Mats & mop, supplys		67.97	
3859	PRUDENTIAL OVERALL SUPPLY	02/07/2024	Regular	0.00	218.91	127585
450685440	Invoice	01/30/2024	Uniforms	0.00	218.91	
	402-060-2236	SUPPLIES - UNIFORMS	Uniforms		218.91	
3859	PRUDENTIAL OVERALL SUPPLY	02/07/2024	Regular	0.00	222.04	127586
450708871	Invoice	01/30/2024	Uniforms	0.00	222.04	
	402-060-2236	SUPPLIES - UNIFORMS	Uniforms		222.04	
3859	PRUDENTIAL OVERALL SUPPLY	02/07/2024	Regular	0.00	99.75	127587

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450708869	Invoice	01/31/2024	uniforms & supplys	0.00	99.75	
	401-015-2203		MAINTENANCE & REPAIR		99.75	
107	QWEST CORPORATION	02/07/2024	Regular	0.00	38.66	127588
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
02.2024 1277	Invoice	02/05/2024	Monthly Charges	0.00	38.66	
	401-096-2207		TELECOMMUNICATIONS		38.66	
107	QWEST CORPORATION	02/07/2024	Regular	0.00	246.37	127589
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
02.2024 4068	Invoice	02/05/2024	Monthly Charges Dist 5	0.00	246.37	
	405-091-2207		TELECOMMUNICATIONS		246.37	
107	QWEST CORPORATION	02/07/2024	Regular	0.00	280.67	127590
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
02.2024 5010	Invoice	02/05/2024	Monthly charges Estancia	0.00	280.67	
	401-036-2207		TELECOMMUNICATIONS		280.67	
107	QWEST CORPORATION	02/07/2024	Regular	0.00	65.22	127591
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
02.2024 2885	Invoice	02/05/2024	Monthly charges Mountainair	0.00	65.22	
	401-027-2207		TELECOMMUNICATIONS		65.22	
107	QWEST CORPORATION	02/07/2024	Regular	0.00	141.18	127592
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
02.2024 4341	Invoice	02/05/2024	Monthly Charges	0.00	141.18	
	401-096-2207		TELECOMMUNICATIONS		141.18	
107	QWEST CORPORATION	02/07/2024	Regular	0.00	201.39	127593
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
02.2024 4425	Invoice	02/05/2024	Monthly charges Moriarty	0.00	201.39	
	401-037-2207		TELECOMMUNICATIONS		201.39	
107	QWEST CORPORATION	02/07/2024	Regular	0.00	120.94	127594
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
02.2024 2550	Invoice	02/05/2024	Monthly Charges	0.00	120.94	
	401-096-2207		TELECOMMUNICATIONS		120.94	
107	QWEST CORPORATION	02/07/2024	Regular	0.00	559.47	127595
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
02.2024 1022	Invoice	02/05/2024	Monthly charges Dispatch	0.00	559.47	
	911-080-2207		TELECOMMUNICATIONS		559.47	
2821	RADAR SHOP	02/07/2024	Regular	0.00	565.00	127596
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
15169	Invoice	02/01/2024	Radar Shop Annual Service	0.00	565.00	
	401-050-2272		CONTRACT - PROFESSION		565.00	
215	RICH FORD SALES	02/07/2024	Regular	0.00	82.51	127597

Check Report

Date Range: 01/25/2024 - 02/07/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2047988/1	Invoice	02/07/2024	Works Package 2020 Ford Transit T-350	0.00	82.51	
	631-057-2201	MAINTENANCE & REPAIR	Works Package 2020 Ford Transi		82.51	
3928	ROBERTS TRUCK CENTER OF NM LLC	02/07/2024	Regular	0.00	10,675.17	127598
881401335201	Invoice	01/29/2024	Engine 5 Repair NMSWPA #35-00000-22-	0.00	10,675.17	
	405-091-2201	MAINTENANCE & REPAIR	Belt FanG		98.20	
	405-091-2201	MAINTENANCE & REPAIR	TRBOCHGR, KIT, REMAN TURBO		3,352.07	
	405-091-2201	MAINTENANCE & REPAIR	Sensor		338.47	
	405-091-2201	MAINTENANCE & REPAIR	Fleet Brake		6.27	
	405-091-2201	MAINTENANCE & REPAIR	Injector		481.82	
	405-091-2201	MAINTENANCE & REPAIR	TAX ON LABOR/OTHER MISC. C		500.60	
	405-091-2201	MAINTENANCE & REPAIR	Seal Kit		113.32	
	405-091-2201	MAINTENANCE & REPAIR	Turbo Adapter		11.38	
	405-091-2201	MAINTENANCE & REPAIR	SLEEVE 3/8 TUBE-FLEX		19.28	
	405-091-2201	MAINTENANCE & REPAIR	PLUG DRAIN COCK		40.48	
	405-091-2201	MAINTENANCE & REPAIR	CAP RAD SURGE TANK NMSWPA		22.77	
	405-091-2201	MAINTENANCE & REPAIR	FLEET AER NON CHL BRAKE CLN		10.28	
	405-091-2201	MAINTENANCE & REPAIR	LABOR		4,192.50	
	405-091-2201	MAINTENANCE & REPAIR	PUMP, KIT, LOW PRESSURE FUEL		228.15	
	405-091-2201	MAINTENANCE & REPAIR	VALVE KIT, IPR VALVE W/CONNE		405.86	
	405-091-2201	MAINTENANCE & REPAIR	FILTER, KIT, FUEL FILTER		69.22	
	405-091-2201	MAINTENANCE & REPAIR	ADDITIONAL SHOP SUPPLIES/FR		770.00	
	405-091-2201	MAINTENANCE & REPAIR	HAZARD WASTE		14.50	
	Void	02/07/2024	Regular	0.00	0.00	127599
5426	SENERGY PETROLEUM, LLC	02/07/2024	Regular	0.00	6,001.49	127600
SEN-734645	Invoice	01/31/2024	Fuel for Road Fleet	0.00	6,001.49	
	402-060-2202	SUPPLIES - VEHICLE FUEL	Fuel for Road Fleet NMSWPA		6,001.49	
5335	SOUTHERN TIRE MART	02/07/2024	Regular	0.00	1,246.36	127601
5020080080	Invoice	02/06/2024	Tires for RD11 and RD49	0.00	1,246.36	
	402-060-2232	SUPPLIES-TIRES	Tires for RD11 and RD49		632.32	
	402-060-2232	SUPPLIES-TIRES	Tires RD11		558.04	
	402-060-2232	SUPPLIES-TIRES	o rings		56.00	
3331	SOUTHWEST PROPANE LLC	02/07/2024	Regular	0.00	340.28	127602
G167811600099	Invoice	01/31/2024	Southwest Propane Utility for District 4 O	0.00	340.28	
	409-091-2209	UTILITIES - NATURAL GAS	Southwest Propane Utility for Di		340.28	
3331	SOUTHWEST PROPANE LLC	02/07/2024	Regular	0.00	353.68	127603
G677571400011	Invoice	01/31/2024	Southwest Propane Utility for District 2 O	0.00	353.68	
	406-091-2209	UTILITIES - NATURAL GAS	Southwest Propane Utility for Di		353.68	
4123	The Harvard Drug Group, LLC	02/07/2024	Regular	0.00	322.44	127604
6Y8558	Invoice	02/01/2024	Medical supplies for shelter animals	0.00	107.48	
	401-082-2115	SUPPLIES - PHARMACY	Parvo tests		107.48	

Check Report

Date Range: 01/25/2024 - 02/07/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
6Y9753	Invoice	02/01/2024	Medical supplies for shelter animals	0.00	107.48	
	401-082-2115		SUPPLIES - PHARMACY		107.48	
6Z1973	Invoice	02/01/2024	Medical supplies for shelter animals	0.00	107.48	
	401-082-2115		SUPPLIES - PHARMACY		107.48	
5605	TRANSWORLD NETWORK CORP.	02/07/2024	Regular	0.00	85.90	127605
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
15722025-0478	Invoice	02/05/2024	INTERNET FOR 702 DUNLAVY WILLARD DI	0.00	85.90	
	406-091-2207		TELECOMMUNICATIONS	INTERNET FOR 702 DUNLAVY W	85.90	
1314	TRIADIC INC.	02/07/2024	Regular	0.00	4,513.52	127606
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
01.2024	Invoice	02/05/2024	Contract services for FY24	0.00	4,513.52	
	401-096-2213		CONTRACT - IT SERVICES	Contract services for FY24	4,513.52	
5193	UNIVERSAL BACKGROUND SCREENING	02/07/2024	Regular	0.00	485.21	127607
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
202401013415	Invoice	02/06/2024	Background screenings & drug testing	0.00	485.21	
	401-014-2271		CONTRACT-OTHER SERVI	Background screenings & drug t	304.97	
	411-092-2271		CONTRACT - OTHER SERV	Background screenings & drug t	180.24	
5339	US BANK CORPORATE PAYMENT SYSTEM	02/07/2024	Regular	0.00	16,278.86	127608
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
55696345/JAN 20	Invoice	02/05/2024	FUEL CARDS 12.15.23 TO 1.15.24	0.00	16,278.86	
	401-008-2202		SUPPLIES - VEHICLE FUEL	PZ	228.51	
	401-030-2202		SUPPLIES - VEHICLE FUEL	TREASURER	44.11	
	401-050-2202		SUPPLIES - VEHICLE FUEL	SHERIFF	10,372.52	
	401-050-2202		SUPPLIES - VEHICLE FUEL	SHERIFF	186.39	
	401-065-2202		SUPPLIES - VEHICLE FUEL	MAINTENANCE	301.45	
	401-082-2202		SUPPLIES - VEHICLE FUEL	ANIMAL SERVICES	634.37	
	405-091-2202		SUPPLIES - VEHICLE FUEL	DIST 5	231.22	
	406-091-2202		SUPPLIES - VEHICLE FUEL	DIST 2	81.52	
	408-091-2202		SUPPLIES - VEHICLE FUEL	DIST 3	937.06	
	413-091-2202		SUPPLIES - VEHICLE FUEL	FIRE ADMIN	2,989.48	
	604-083-2202		SUPPLIES - VEHICLE FUEL	CIVIL DEFENSE	155.57	
	605-003-2202		SUPPLIES - VEHICLE FUEL	DWI	57.06	
	911-080-2202		SUPPLIES - VEHICLE FUEL	DISPATCH	59.60	
5389	VIA HOMES & DEVELOPMENT LLC	02/07/2024	Regular	0.00	4,550.65	127609
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
49	Invoice	02/05/2024	JJC Continuum Coordinator	0.00	4,550.65	
	635-055-2402		GRANT MATCHING	JJC Continuum Coordinator- GRT	334.65	
	635-068-2272		CONTRACT - PROFESSION	JJC Continuum Coordinator	4,216.00	
4376	WAGeworks	02/07/2024	Regular	0.00	209.50	127610
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
INV6109822	Invoice	02/06/2024	Health Benefits	0.00	209.50	
	401-014-2271		CONTRACT-OTHER SERVI	Monthly Compliance Fee	50.00	
	401-014-2271		CONTRACT-OTHER SERVI	FSA Administration Fee	159.50	
4875	WARE, SIDNEY K	02/07/2024	Regular	0.00	3,561.94	127611

Check Report

Date Range: 01/25/2024 - 02/07/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
194	Invoice	02/05/2024	JJG Boys Council Facilitator	0.00	3,561.94	
	635-055-2402	GRANT MATCHING	JJG Boys Council Facilitator GRT		261.94	
	635-068-2272	CONTRACT - PROFESSION	JJG Boys Council Facilitator		3,300.00	
2858	WASTE MANAGEMENT OF NM INC.	02/07/2024	Regular	0.00	1,784.69	127612
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0634147-0573-9	Invoice	02/05/2024	Monthly dumpster charges- dist 3	0.00	815.27	
	408-091-2210	UTILITIES - WATER	Monthly dumpster charges- dist		815.27	
0634478-0573-8	Invoice	02/05/2024	Monthly dumpster charges- A.S	0.00	258.91	
	401-082-2210	UTILITIES - WATER	Monthly dumpster charges- A.S		258.91	
0634805-0573-2	Invoice	02/05/2024	Monthly dumpster charges- dist5	0.00	710.51	
	405-091-2210	UTILITIES - WATER	Monthly dumpster charges- dist		710.51	
810	WILLARD, VILLAGE OF	02/07/2024	Regular	0.00	92.58	127613
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
01.2024	Invoice	02/05/2024	Monthly water	0.00	92.58	
	418-091-2210	UTILITIES - WATER	Monthly water		92.58	
5380	VOYA HOLDINGS, INC.	02/01/2024	Bank Draft	0.00	2,025.55	DFT0000671
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003101	Invoice	02/01/2024	Voya	0.00	2,025.55	
	401-000-9001	Payroll Liabilities	Voya		2,025.55	
233	PUBLIC EMPLOYEES RETIREMENT	02/01/2024	Bank Draft	0.00	55,511.39	DFT0000672
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003103	Invoice	02/01/2024	PERA Retirement	0.00	55,511.39	
	401-000-9001	Payroll Liabilities	PERA Retirement		18,007.50	
	401-000-9001	Payroll Liabilities	PERA Retirement		37,503.89	
448	NM TAXATION & REVENUE	02/01/2024	Bank Draft	0.00	7,902.88	DFT0000673
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003104	Invoice	02/01/2024	State Tax	0.00	7,902.88	
	401-000-9001	Payroll Liabilities	State Tax		7,902.88	
1656	INTERNAL REVENUE SERVICE	02/01/2024	Bank Draft	0.00	45,817.60	DFT0000674
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003105	Invoice	02/01/2024	Federal Tax	0.00	45,817.60	
	401-000-9001	Payroll Liabilities	FICA Tax		22,750.68	
	401-000-9001	Payroll Liabilities	Federal Tax		16,122.94	
	401-000-9001	Payroll Liabilities	Medicare Taxes		6,943.98	
5380	VOYA HOLDINGS, INC.	02/01/2024	Bank Draft	0.00	25.00	DFT0000675
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003124	Invoice	02/01/2024	Voya	0.00	25.00	
	401-000-9001	Payroll Liabilities	Voya		25.00	
233	PUBLIC EMPLOYEES RETIREMENT	02/01/2024	Bank Draft	0.00	2,757.11	DFT0000676

Check Report

Date Range: 01/25/2024 - 02/07/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003125	Invoice	02/01/2024	PERA Retirement	0.00	2,757.11	
	401-000-9001	Payroll Liabilities	PERA Retirement		2,757.11	
448	NM TAXATION & REVENUE	02/01/2024	Bank Draft	0.00	597.28	DFT0000677
INV0003126	Invoice	02/01/2024	State Tax	0.00	597.28	
	401-000-9001	Payroll Liabilities	State Tax		597.28	
1656	INTERNAL REVENUE SERVICE	02/01/2024	Bank Draft	0.00	4,122.29	DFT0000678
INV0003127	Invoice	02/01/2024	Federal Tax	0.00	4,122.29	
	401-000-9001	Payroll Liabilities	Medicare Taxes		477.14	
	401-000-9001	Payroll Liabilities	Federal Tax		1,604.87	
	401-000-9001	Payroll Liabilities	FICA Tax		2,040.28	
233	PUBLIC EMPLOYEES RETIREMENT	01/31/2024	Bank Draft	0.00	8.98	DFT0000682
INV0003129	Invoice	01/31/2024	PERA Retirement	0.00	8.98	
	401-000-9001	Payroll Liabilities	PERA Retirement		8.98	
448	NM TAXATION & REVENUE	01/31/2024	Bank Draft	0.00	2.11	DFT0000683
INV0003130	Invoice	01/31/2024	State Tax	0.00	2.11	
	401-000-9001	Payroll Liabilities	State Tax		2.11	
1656	INTERNAL REVENUE SERVICE	01/31/2024	Bank Draft	0.00	11.73	DFT0000684
INV0003131	Invoice	01/31/2024	Federal Tax	0.00	11.73	
	401-000-9001	Payroll Liabilities	Medicare Taxes		1.26	
	401-000-9001	Payroll Liabilities	Federal Tax		5.15	
	401-000-9001	Payroll Liabilities	FICA Tax		5.32	
448	NM TAXATION & REVENUE	02/01/2024	Bank Draft	0.00	-2.49	DFT0000686
CM0000106	Credit Memo	02/01/2024	State Tax	0.00	-2.49	
	401-000-9001	Payroll Liabilities	State Tax		-2.49	
1656	INTERNAL REVENUE SERVICE	02/01/2024	Bank Draft	0.00	-18.88	DFT0000687
CM0000107	Credit Memo	02/01/2024	Federal Tax	0.00	-18.88	
	401-000-9001	Payroll Liabilities	FICA Tax		-6.28	
	401-000-9001	Payroll Liabilities	Medicare Taxes		-1.46	
	401-000-9001	Payroll Liabilities	Federal Tax		-11.14	
448	NM TAXATION & REVENUE	02/01/2024	Bank Draft	0.00	4.36	DFT0000688
INV0003136	Invoice	02/01/2024	State Tax	0.00	4.36	
	401-000-9001	Payroll Liabilities	State Tax		4.36	
1656	INTERNAL REVENUE SERVICE	02/01/2024	Bank Draft	0.00	1,189.11	DFT0000689

Check Report

Date Range: 01/25/2024 - 02/07/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0003137	Invoice	02/01/2024	Federal Tax	0.00	1,189.11	
401-000-9001	Payroll Liabilities	Medicare Taxes		222.60		
401-000-9001	Payroll Liabilities	FICA Tax		951.70		
401-000-9001	Payroll Liabilities	Federal Tax		14.81		

Bank Code Main Checking Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	182	147	0.00	569,584.84
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	-7,843.11
Bank Drafts	15	15	0.00	119,954.02
EFT's	7	5	0.00	3,243,085.92
	204	173	0.00	3,924,781.67

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	182	147	0.00	569,584.84
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	-7,843.11
Bank Drafts	15	15	0.00	119,954.02
EFT's	7	5	0.00	3,243,085.92
	204	173	0.00	3,924,781.67

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	1/2024	1,170,552.81
999	Pooled Cash	2/2024	2,754,228.86
			3,924,781.67



Torrance County, NM

Check Report

By Check Number

Date Range: 01/22/2024 - 01/25/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01287	MISTY WITT	01/24/2024	Regular	0.00	153.60	127464
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
NMC 2024 FINAN	Invoice	01/23/2024	RETURN FROM SANTA FE NM 2024 NMC L	0.00	153.60	
	401-055-2205		TRAVEL - EMPLOYEES			
			RETURN FROM SANTA FE NM 20		153.60	

Bank Code Main Checking Summary

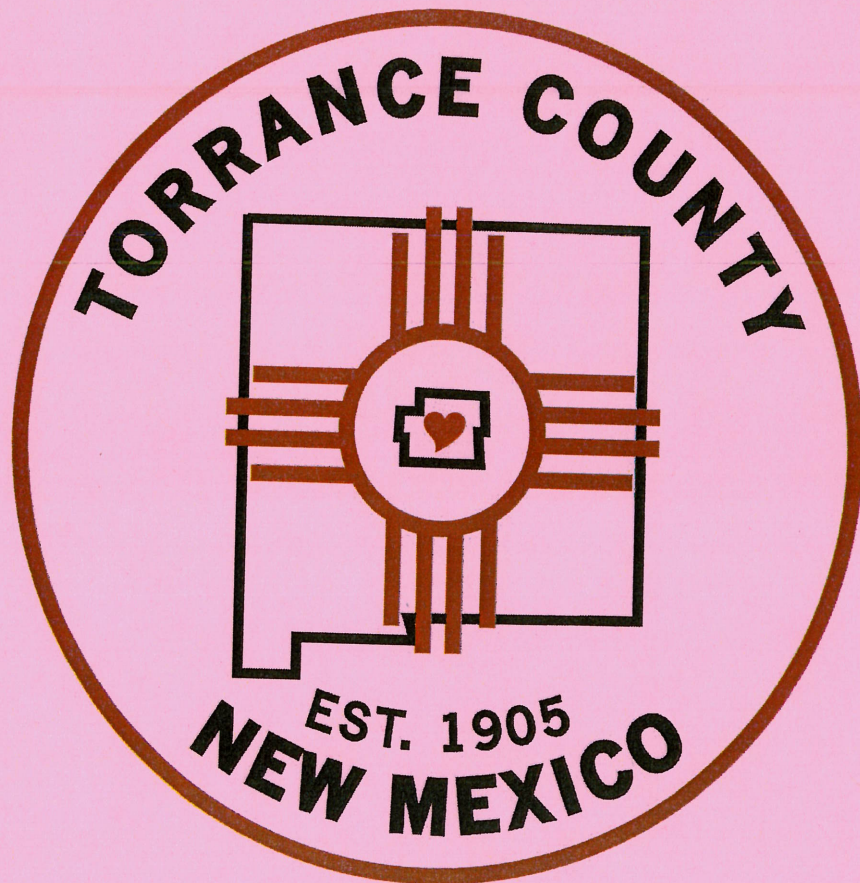
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	153.60
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	153.60

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	153.60
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	153.60

Fund Summary

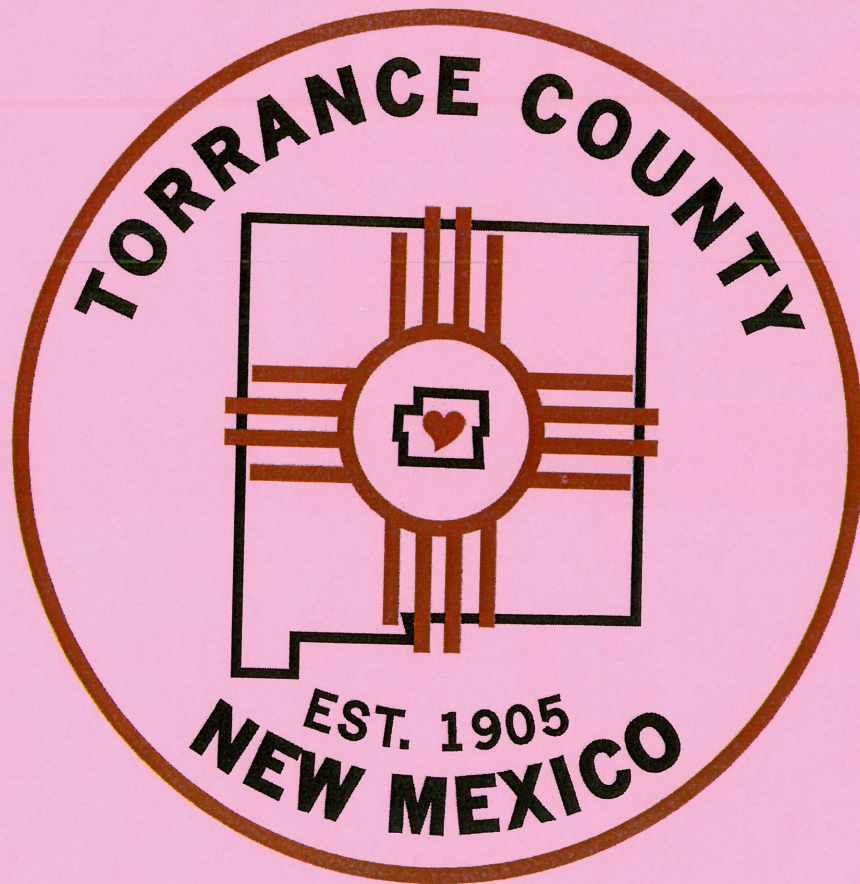
Fund	Name	Period	Amount
999	Pooled Cash	1/2024	153.60
			153.60



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

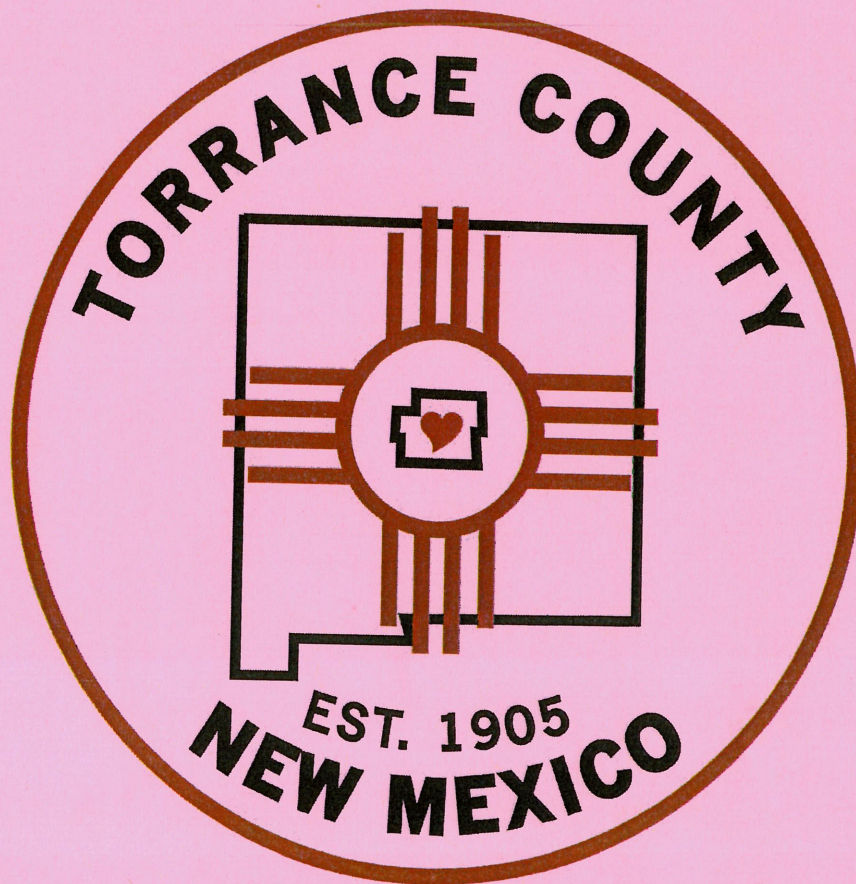
No. 10



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 11



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 11A



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**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. 2024- _____**

**ACKNOWLEDGEMENT AND ACCEPTANCE OF
TORRANCE COUNTY'S FINANCIAL STATEMENTS
AND INDEPENDENT AUDITORS' REPORT
FOR THE YEAR ENDED JUNE 30, 2023**

15 **WHEREAS**, TKM, LLC presented Torrance County's Financial Statements and Independent Auditors' Report for
16 the year ended June 30, 2023, on February 14, 2024, at the Torrance County Commission's regularly scheduled
17 Administrative Meeting pursuant to NMSA (1978) Section 2.2.2.1OM(4); and

18 **WHEREAS**, the State of New Mexico Department of Finance and Administration requires a resolution
19 acknowledging and accepting the fiscal year audit reports, audit findings and management's response for
20 corrective action.

21 **NOW, THEREFORE BE IT RESOLVED** that the Torrance County Board of County Commissioners hereby
22 acknowledges and accepts Torrance County's Financial Statements and Independent Auditors' Report for the year
23 ended June 30, 2023.

24 **DONE THIS 14th DAY OF FEBRUARY, 2024.**

25 **APPROVED AS TO FORM ONLY:**

BOARD OF COUNTY COMMISSIONERS:

26
27
28 _____
Michael I. Garcia, County Attorney

Ryan Schwebach, Chair, District 2

29
30 Date: _____

Kevin McCall, Vice Chair, District 1

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34
35 **ATTEST:**

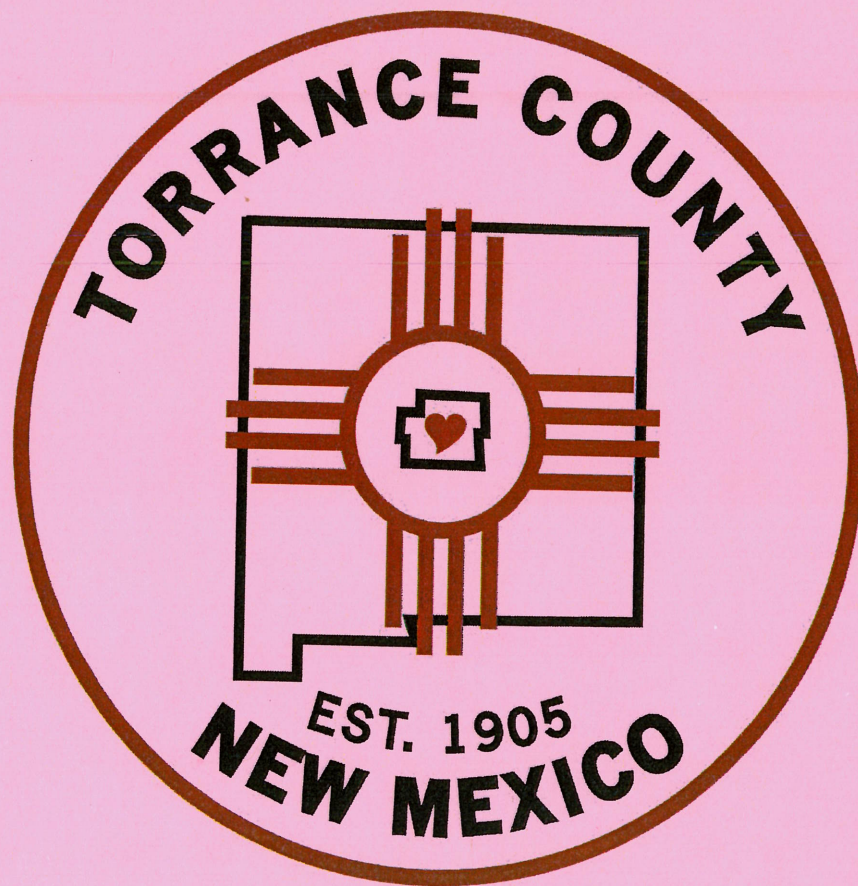
36 _____

Linda Jaramillo, County Clerk

Samuel D. Schropp, Member, District 3

37
38
39
40 Date: _____

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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 11B

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4700 Main Line (505) 384-5294 Fax
www.torrancecountynm.org



County Commission
Commissioner Kevin McCall, District 1
Commissioner Ryan Schwebach, District 2
Commissioner Samuel D. Schropp, District 3

County Manager
Janice Y. Barela

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY
COMMISSION AGENDA**
This form must be returned to the County Manager's Office **ONLY!**

Deadline for inclusion of an item is **MONDAY, NOON** prior to the subsequent meeting.
All fields must be filled out for consideration.

Name: Amanda Lujan Grants/DWI
First Last Department / Company / Organization Name

Today's Date: 1-29-2024 Telephone number/Extension: 544-4309

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: 2-14-2024

Brief explanation of business to be discussed ACTION DISCUSSION

Resolution to approve submission of LDWI Grant Application for FY25.

Is this a Resolution, Contract, Agreement, Grant Application, Other? Resolution

Has this been reviewed by Grant Committee? YES NO If yes, corresponding paperwork must be attached.

Has this been reviewed by the County Attorney? YES NO

If this is a contract, MOU, or Joint Powers Agreement, there must be a signature line for the County Attorney on the original contract.

Has this been reviewed by the Finance Dept? YES NO Finance Initials: _____

- No Impact
- Change in current fund
- Raise Budget (allow 45 days after Commission approval)
- Change in funds (allow 45 days after Commission approval)
- Reduction
- Transfer funds (allow 45 days after Commission approval)

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**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2024-_____**

**A RESOLUTION AUTHORIZING THE COUNTY TO SUBMIT AN APPLICATION TO
THE DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL
GOVERNMENT DIVISION TO PARTICIPATE IN THE LOCAL DWI GRANT AND
DISTRIBUTION PROGRAM.**

WHEREAS, the Legislature enacted Section 11-6A-1 through 11-6A-6 NMSA 1978 as amended to address the serious problems of Driving While Intoxicated (DWI) in the State; and

WHEREAS, a program is established to make grant and distribution funding available to counties and municipalities for new, innovative or model programs, services or activities to prevent or reduce the incidence of DWI, alcoholism, alcohol abuse and alcohol related domestic abuse; and

WHEREAS, the County DWI planning council and other governmental entities approval must be received in order to apply for grant and distribution funding; and

WHEREAS, the County along with participating agencies is making an application to the Department of Finance and Administration, Local Government Division for program funding.

NOW THEREFORE, BE IT RESOLVED by the governing body of Torrance County, on behalf of the County and all participating entities that Torrance County Grants and DWI Program are authorized to submit an application for Distribution and/or Grant Fiscal Year 2025 program funding under the regulations established by the Local Government Division.

APPROVED AND ADOPTED by the governing body at its meeting of _____, 20__.

APPROVED AS TO FORM ONLY: BOARD OF COUNTY COMMISSIONERS

Michael I. Garcia, County Attorney

Ryan Schwebach, Chair, District 2

Date: _____

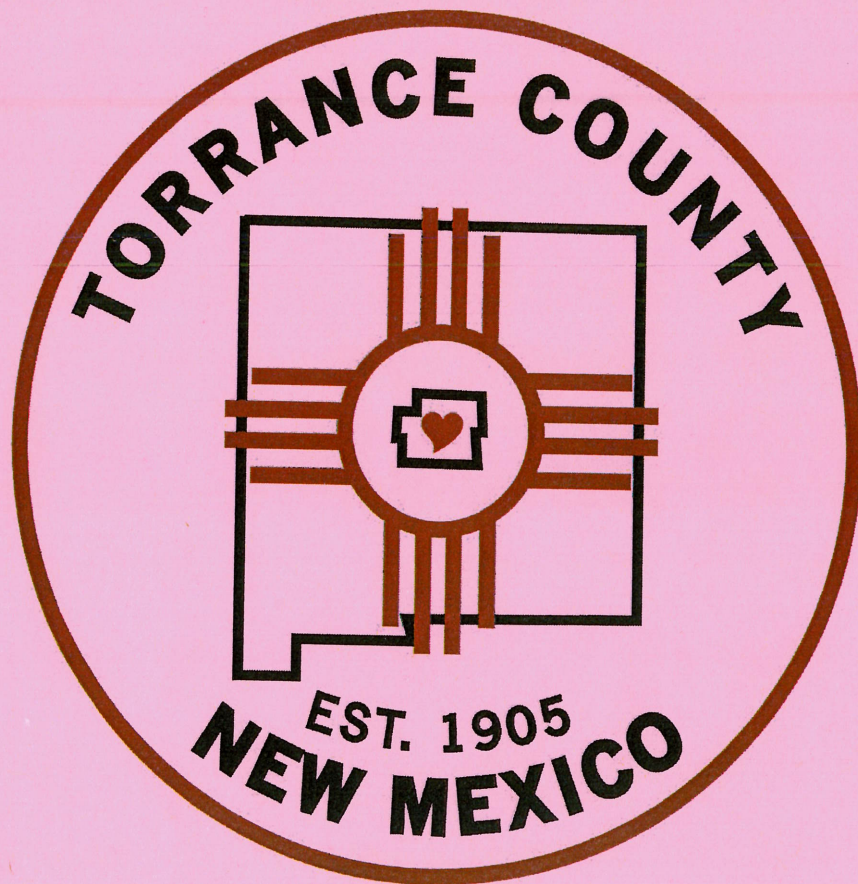
Kevin McCall, Vice Chair, District 1

Samuel D. Schropp, Member, District 3

ATTEST:

Linda Jaramillo, County Clerk

Date: _____



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 11C

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4700 Main Line (505) 384-5294 Fax
www.torrancecountynm.org



County Commission
Commissioner Kevin McCall, District 1
Commissioner Ryan Schwebach, District 2
Commissioner Samuel D. Schropp, District 3

County Manager
Janice Y. Barela

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY
COMMISSION AGENDA**

This form must be returned to the County Manager's Office **ONLY!**

Deadline for inclusion of an item is **MONDAY, NOON** prior to the subsequent meeting.
All fields must be filled out for consideration.

Name: Amanda Lujan Finance/Grants
First Last Department / Company / Organization Name

Today's Date: 1/29/2024 Telephone number/Extension: 544-4309

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: 2/14/2024

Brief explanation of business to be discussed ACTION DISCUSSION

Resolution to make Amanda Lujan the Local Project Coordinator for Torrance County's Arts in Public Places projects for the County's Capital Appropriations..

Is this a Resolution, Contract, Agreement, Grant Application, Other? Resolution

Has this been reviewed by Grant Committee? YES NO If yes, corresponding paperwork must be attached.

Has this been reviewed by the County Attorney? YES NO

If this is a contract, MOU, or Joint Powers Agreement, there must be a signature line for the County Attorney on the original contract.

Has this been reviewed by the Finance Dept? YES NO Finance Initials: _____

- No Impact
- Change in current fund
- Raise Budget (allow 45 days after Commission approval)
- Change in funds (allow 45 days after Commission approval)
- Reduction
- Transfer funds (allow 45 days after Commission approval)

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**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2024-**

**A RESOLUTIONN DLEGATING A LOCAL SELECTION COMMITTEE
PROJECT DIRECTOR FOR ARTS IN PUBLIC PLACES FOR
COUNTY CAPITAL APPROPRIATIONS**

WHEREAS, as a public entity Torrance County receives capital appropriations funding from the State of New Mexico, and will continue to do so,

WHEREAS, New Mexico Arts Statute 13-4A-2 declares that a portion of appropriation for capital expenditures be set aside for the acquisition or commission of works of art in, upon or around public buildings, and

WHEREAS, New Mexico Arts Statute 4.12.11.7 defines the Project Director as the “delegated individual who is responsible for working with the AIPP staff to oversee the art selection process for a commission project,” and

WHEREAS, 4.12.11.9 states the procedures for the commission of public art and the responsibilities of the Project Director, and

NOW THEREFORE, BE IT RESOLVED by the governing body of Torrance County, delegates Amanda Lujan, Grants Administrator, Local Selection Committee Project Director for capital expenditures that require Arts in Public Places funding.

APPROVED AND ADOPTED by the governing body at its meeting of _____, 20__.

APPROVED AS TO FORM ONLY: BOARD OF COUNTY COMMISSIONERS

Michael I. Garcia, County Attorney

Ryan Schwebach, Chair, District 2

Date: _____

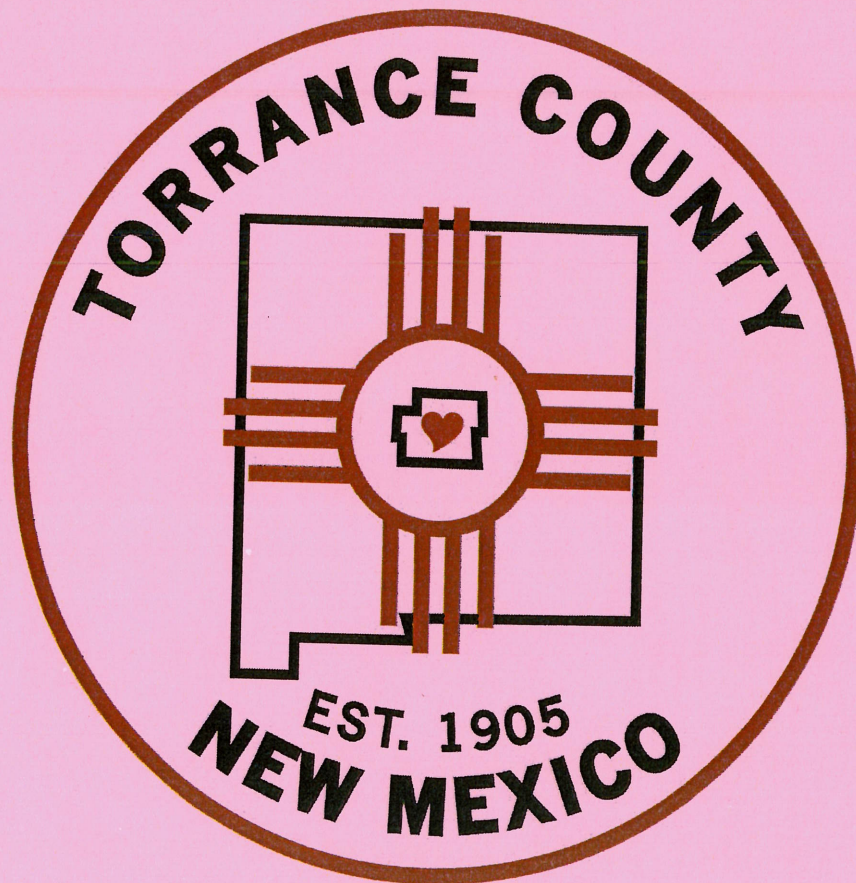
Kevin McCall, Vice Chair, District 1

Samuel D. Schropp, Member, District 3

ATTEST:

Linda Jaramillo, County Clerk

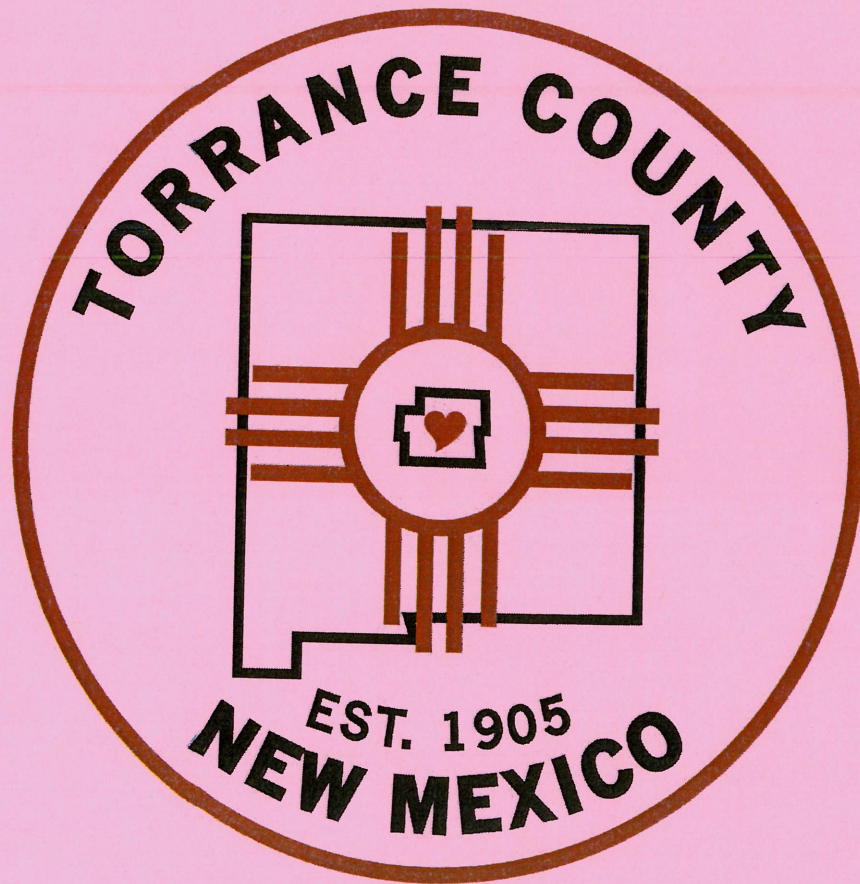
Date: _____



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12A

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4700 Main Line (505) 384-5294 Fax
www.torrancecountynm.org



County Commission
Commissioner Kevin McCall, District 1
Commissioner Ryan Schwebach, District 2
Commissioner Samuel D. Schropp, District 3

County Manager
Janice Y. Barela

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY
COMMISSION AGENDA**

This form must be returned to the County Manager's Office **ONLY!**

Deadline for inclusion of an item is **MONDAY, NOON** prior to the subsequent meeting.
All fields must be filled out for consideration.

Name: DON GOEN PLANNING & ZONING
First Last Department / Company / Organization Name

Today's Date: 2-5-2024 Telephone number/Extension: 4391

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: _____

Brief explanation of business to be discussed ACTION DISCUSSION

PUBLIC HEARINGS: GIRAUDO INVESTMENTS, LLC APPEAL OF THE
JANUARY 3, 2024 DECISION TO DENY THE APPLICATION FOR SUMMARY REVIEW
TO CREATE A TYPE 5 SUBDIVISION. TIM ODEN OF ODEN & ASSOCIATES
ACTING AGENT

Is this a Resolution, Contract, Agreement, Grant Application, Other? NO

Has this been reviewed by Grant Committee? YES NO If yes, corresponding paperwork must be attached.

Has this been reviewed by the County Attorney? YES NO

If this is a contract, MOU, or Joint Powers Agreement, there must be a signature line for the County Attorney on the original contract.

Has this been reviewed by the Finance Dept? YES NO Finance Initials: _____

- ___ No Impact
- ___ Change in current fund
- ___ Raise Budget (allow 45 days after Commission approval)
- ___ Change in funds (allow 45 days after Commission approval)
- ___ Reduction
- ___ Transfer funds (allow 45 days after Commission approval)

EXHIBIT 1

Appeal Application

TORRANCE COUNTY SUBDIVISION REGULATIONS

NOTICE OF APPEAL

INSTRUCTIONS

Print or type clearly. Use additional sheets if necessary. All required attachments shall be submitted with this form. Incomplete or inaccurate information may delay decision dates. This form may be used by any person who is adversely affected by a decision regarding the approval or disapproval of a subdivision within the jurisdiction of Torrance County, and shall be in compliance with the requirements of the Torrance County Subdivision Regulations. This form must be accompanied by the required administrative fee.

APPELLANT INFORMATION

1. Name, Address, and Phone Number Girardo Investments, LLC
10420 Signal Ave NE
Albuquerque, NM 87122 505-221-8836
Signature [Signature] Date _____
2. Agent (if any) Name, Address, and Phone Number Olson & Associates, Inc.
PO Box 1976, Moriarty, NM 87035
Signature [Signature] Date 1/4/24

NATURE OF APPEAL

3. Reason for Appeal (reference to specific decision being appealed) _____
see attached
4. Ruling Authority for this appeal _____
5. Attach a copy of the County decision or order being appealed.

PROCEDURAL INFORMATION (to be completed by County staff)

6. Date of action being appealed _____
7. Date Notice of Appeal received by County _____ Signed _____
8. Date of decision by Board of County Commissioners regarding appeal _____
9. If applicable, date of decision by District Court regarding appeal _____

APPLICATION FOR SUMMARY SUBDIVISION
TYPE V SUBDIVISION OF LANDS OF GIRAUDO INVESTMENTS, LLC

APPEAL OF DENIAL OF APPLICATION FROM
PLANNING AND ZONING MEETING OF JANUARY 3, 2024

The reason for the appeal of this item is that the Planning and Zoning Commission made three errors in denying the application:

1. After a motion was made (Sanchez) and seconded (Frost) there was discussion about how the application was being processed. The original application was for a Type V Summary Review Subdivision that contained 6-ten acre tracts at the November 1 meeting. Action on that date was deferred by the board because the wrong Water Availability report was submitted.

The application was revised to contain only 5 tracts, which complies with the Water Availability report that was submitted for the November 1 meeting. The applicant was unable to attend the December 6th meeting and requested tabling until the January 3rd, 2024 meeting date.

Prior to the January meeting date, the application was again revised to contain 3-twenty acre tracts and the submittal package was submitted for the January 3rd meeting date.

Commissioner Estrada stated that she felt like a new application or revised application should have been made. It was pointed out to her that Staff did not agree that this was necessary, because this is still an application for a Type V Summary Subdivision, with revisions noted in the package. A new or changed application cannot be submitted without taking action on the first application. **Regardless, this is a procedural matter for staff to determine, and not for a commissioner to attempt to "Legislate" the existing processes and procedures.**

2. During discussion, Commissioner DuCharme voiced his concerns about the water availability report that was submitted. It was his opinion that the water availability report should be reviewed by the Office of the State Engineer. It was pointed out to him that the water availability report complies with the subdivision ordinance requirements for a Type V Summary Review Subdivision. It was also pointed out by staff that the report required by the county for this Type V Subdivision does not contain the information that enable the OSE to make an availability opinion. All the information contained in the Water Availability Report comes directly from the OSE website, so they would be reviewing the information that they post to their own website.

Section 6 of the Supplemental Guidelines identifies the required content of the Water Availability Report for all Type V subdivisions containing less than 6 lots. Section 6.2.d states "Any additional information which is required by the Board of County Commissioners that will enable it to determine whether or not the subdivider can fulfill the proposals contained in his disclosure statement."

This Commissioner is attempting to "Legislate" the subdivision submittal requirements, which can only be required by the Governing Body. His comments and opinions offered in the discussion go way beyond his duties and obligations as a planning commissioner and were an attempt to solicit support from the other commissioners. His motion for a friendly amendment to the motion to send the report to the OSE for comment failed for lack of a second.

3. Commissioner Sanchez made several attempts to amend his motion, likely to make the approval conditioned on a revision of the application, but **Chairman Frost would not allow it and called for a vote on the original motion.** The motion to approve failed with only Chairman Frost voting in the affirmative. **Consequently, Commissioner Sanchez was forced to vote against his own motion.**

The applicant respectfully requests this appeal be granted and the application for a Type V Summary Subdivision be approved as revised.

EXHIBIT 2

**January 3, 2024 Planning & Zoning
Agenda**

**January 3, 2024 Planning & Zoning
Minutes**

**Giraud Investments, LLC
January Meeting Application**

TORRANCE COUNTY PLANNING & ZONING BOARD
AGENDA

Commission Chambers Administrative Offices 205 S 9th Street Estancia New Mexico 87016
REGULAR MEETING
January 3, 2024

CALL TO ORDER: 9:30 a.m.

Pledge of Allegiance

Public Comment: Speakers limited to 2 minutes-time may not be donated to another

Approval of Agenda: Approval of Agenda for January 3, 2024 meeting

Approval of Minutes: Approval of Minutes for December 6, 2023 meeting

ACTION ITEMS

PUBLIC HEARING

Deferred from December 6, 2023 meeting

1. Summary Review: Type 5 Subdivision

Applicant: Giraudo Investments

Agent: Tim Oden, Oden & Associates

Site: Being Tract 1 of the Lands of Giraudo Investments, LLC, Section 31, T.9N., R.8E, NMPM

Zone: RR, Rural Residential, 2.5 acre minimum

REGULAR BUSINESS

2. Variance: Setback

Applicant: AJM LLC dba M&M Self Storage

Agent: Anthony Morlando

Site: Tract 4 located within the NE4, Section 6, T.9N., R.8E., NMPM being 2383 NM Hwy 333

Zone: D-1. Minor Commercial Development

3. Claim of Exemption 13: 5 Year Claim of Exemption

Applicant: Manuel Alcalé

Agent: East Mountain Survey, Lorenzo Dominguez

Site: Lot 1-E, Block B, Moriarty South Subdivision, Section 34, T.9N., R.8E., NMPM

Zone: RR, Rural Residential, 2.5 acre minimum

4. Variance to Area: Create parcel smaller than district minimum standard

Applicant: Dominic Gonzales

Agent: BNSF, Modrall Sperling, Bayard Roberts

Site: Section 26, T.5N., R.12E, NMPM all less 20 acres

Zone: A, Agricultural, 40 acre minimum

5. Variance to Use: According to one mile buffer zone allowance, Ordinance Section 8.1.D.2

Applicant: Dominic Gonzales

Agent: BNSF, Modrall Sperling, Bayard Roberts

Site: Section 26, T.5N., R.12E, NMPM all less 20 acres

Zone: A, Agricultural, 40 acre minimum

TORRANCE COUNTY PLANNING & ZONING BOARD
MINUTES

Commission Chambers Administrative Offices 205 S 9th Street Estancia New Mexico 87016
REGULAR MEETING
January 3, 2024

ATTENDANCE:

In attendance: Chairman Jim Frost, Vice Chairman Art DuCharme, Board members Christina Estrada, Gilbert Sanchez, Danielle Johnston, County Attorney Michael Garcia, Planning & Zoning Director Don Goen and Planning & Zoning Administrative Assistant Lynnette Scroggie.

CALL TO ORDER: 9:30 am Chairman Jim Frost called the meeting to order.

Pledge of Allegiance

Public Comment Speakers limited to 2 minutes-time may not be donated to another.

Approval of Agenda: Approval of Agenda for January 3, 2024 meeting. **Vice Chairman DuCharme motioned** to approve; **Mr. Sanchez seconded**.

Discussion: None

Roll Call: **Vice Chairman DuCharme: Aye, Mr. Sanchez: Aye, Mrs. Estrada: Aye, Mrs. Johnston: Aye, Chairman Frost: Aye. Motion carried.**

Approval of Minutes: Approval of Minutes for December 6th,2023 meeting. **Vice Chairman DuCharme motioned** to approve. **Mrs. Estrada seconded**.

Discussion: None

Roll Call: **Mrs. Johnston: Aye, Mrs. Estrada: Aye, Mr. Sanchez: Aye, Vice Chairman DuCharme:Aye, Chairman Frost: Aye, Motion carried.**

Public Hearing: **Vice Chairman DuCharme motioned** to move into Public Hearing. **Mrs. Johnston seconded**.

Discussion: None

Roll Call: **Mr. Sanchez: Aye, Mrs. Estrada: Aye, Mrs. Johnston: Aye, Vice Chairman DuCharme: Aye, Chairman Frost: Aye, Motion carried.**

Public Hearing in session 9:47am

ACTION ITEMS:

1. Summary Review: Type 5 Subdivision

Applicant: Giraudo Investments
Agent: Tim Oden, Oden & Associates
Site: Being Tract 1 of the Lands of Giraudo Investments, LLC, Section 31, T.9N., R.8E, NMPM
Zone: RR, Rural Residential, 2.5 acre minimum

Director Goen introduced the item. He reminded the Board this item was originally presented in October and deferred to November, then to December. Per applicant request it was then deferred to January. Their original application was for six ten-acre-lots and was now for three twenty-acre-lots. Mr. Tim Oden was representing the applicant. **County Attorney Garcia** explained there was a mistake made in the last meeting when Mrs. Mock was allowed to testify. Mr. Oden was not present to answer her statement. Mr. Oden had been provided with the gist of what she said and would have the opportunity to rebut. **Mr. Tim Oden** was sworn. He introduced himself as the agent for Giraud Investment, LLC. This item was for a Summary Review sub-division. Mr. Oden reminded the Board this was tabled previously. It was six ten-acre tracts and was now three twenty-acre tracts. Other changes had been made to the plat. Based on Mrs. Mocks previous comments the north line has been clarified. What was found was that the fence meandered. It was not straight. The northwest corner stake was found disturbed which meant it was laying on the ground and was reset in its proper position. Mr. Oden and the owner had read the letter from Mrs. Mock and had both received an additional letter from Mrs. Mock. There was discussion on the letters. A plat had been done to the north of this property, dividing sixty-acres into a twenty and a forty-acre tract. It was approved and recorded in May of 2021. That plat had errors in it. There were stakes found on all four corners of the original sixty-acres with Oden caps. That was never surveyed by Mr. Oden. The corners were surveyed by Roger Scussel and caps had been found with Mr. Scussel's name on them. Mr. Oden explained there were errors on the plat Mrs. Mock referred to. On the north-line of the two tracts there was an easement. The plat done in 2021 showed a twenty-five-foot private easement. The plat of the boundary Roger Scussel had done previously showed this as a thirty-foot public access easement. Mr. Oden repeated there were mistakes made on this plat. It was not a thirty five foot easement it was a thirty foot easement. It was not a private easement, it was a public easement and there were corrections done to the plat in 2021 that probably need corrected. Mr. Oden stated because of the current situation with this item he had thought it necessary to look at the history of this plat and property. **Chairman Frost** called for those who would speak in favor or against. **Director Goen** inquired of those attending via zoom. There was none. **Chairman Frost** asked for comment from the public. There was none. **Director Goen** explained that with the changes to the three twenty acre lots it was a much more amendable land division. With the ongoing concern of water availability this would cut back on the number of wells that could potentially be installed if the land were to be developed. This application was in compliance with the regulations and Guidelines. **Mr. Sanchez motioned to approve. Chairman Frost seconded. Mr. Sanchez** explained the plat should have included an updated application to reflect the division into three tracts instead of the originally proposed six tracts. **Director Goen** noted that in the upper-right hand corner it read file copy from the October meeting. What we had done was copy this and add it to your November, December, and January book. **Mrs. Estrada** inquired if it should be amended. **Director Goen** explained it could be, but was not necessary. **Mrs. Estrada** explained in her opinion the entire application should be amended to show the correct number of tracts and acreages, a whole new application submitted. Mrs. Estrada stated the paperwork did not reflect the item. **Director Goen** said that this could be approved with the condition that the application be amended rather than deferred again. **Mr. Sanchez** was in agreement with Mrs. Estrada, a pen and ink change could be made so the action item matched the paper work. **Mrs. Estrada** was not in agreement and explained a new application was called for. **Mr. Oden** replied that he had made the changes that the Board had asked for. **Mrs. Estrada** stated he applied for the wrong type in October. He had not changed the type. He had changed the entire item. Including it had gone from six-lots down to three. **Mr. Oden** explained it was a type-five sub-division initially and was still a type five today. **County Attorney Garcia** stated at the beginning it was an application for a sub-division and it was an application that has been amended but it was still the same basic thing. **Mrs. Estrada** repeated it still said the same thing. **County Attorney Garcia** explained it was fine to have an amended application. **Mrs. Estrada** was not in agreement. **County Attorney Garcia** stated a corrected application would be sufficient. **Vice Chairman DuCharme** asked Mr. Oden why he had made the three changes. Why it was now three-tracts instead of six. **Mr. Oden** explained initially the Board pointed out there was six-lots and there should only be five to be in line with the application that was submitted. It was a type-five summary then and it was still a type-five summary today. Look at the three previous agenda items, it says the same thing. It did not say how many lots there were. It said it was a Type five Sub-division, the zone, legal description of the property and subject property. **Vice Chairman DuCharme** explained because of the number of tracts the regulations change.

Mr. Oden explained the submittals changed. **Vice Chairman DuCharme** stated that if you go to six tracts the water requirements were very extensive. **Mr. Oden** explained this was still a Type -five sub-division. We asked to table the item in October, **Mr. Oden** and the owner discussed where he wanted to be with the property. The owner decided to have 20-acre tracts instead and have less impact on the neighborhood. **Vice Chairman DuCharme** inquired of the number of surveys. **Mr. Oden** responded that the corners were the same but there were half as many markers. **Vice Chairman DuCharme** then referred to the water resources and agency review mentioned in Mrs. Mocks letter. There had not been an agency review through New Mexico State Engineer office, the other the Soil and Water Conservation District. He asked **Director Goen** if the letters had not been sent because he was not obligated to, because this was a Type 5. **Director Goen** explained this was up to discretion if additional letters were requested from the respective agencies. **Vice Chairman DuCharme** asked requested by who. **Director Goen** explained Planning and Zoning if the situation warranted it. **Vice Chairman DuCharme** stated in his opinion the regulations restricted this because it was a Type Five. Because of the water concerns why not ask for an expedited review from these agencies where they were required to respond within one month. This item had been on the agenda for three months. **Director Goen** explained you could request an expedited review. The respective agencies were under no obligation to do that. If they were unable to offer an opinion within the given time they could ask for an extension. There was already one well on this parcel. Maximum potential would be two more wells if they were developed. He did not believe a future possibility of 1 well or 3 wells warranted requesting an opinion from the Office of the State Engineer. The overall impact would be insignificant. **Vice Chairman DuCharme** inquired of the well depth and if it has been in use. **Mr. Oden** replied the land was vacant and therefore the well not in use. **Vice Chairman DuCharme** stated the well had not been in use for a long time then. He did not agree the well did not have anything to do with this. He thought they must know the water availability and cited an adjoining sub-division. **Director Goen** explained the sub-divisions name was Coyote Run. **Vice Chairman DuCharme** explained the regulations require the agencies must respond within 30 days, page nine of the Torrance County sub-division Regulations. State and Local agencies shall have 30 days from receiving a preliminary plat. In view of the current situation, we should give both sides a fair hearing. He referred to the neighbors' claim of quality of life in a water hauling situation in their old age. He thought the Board should go the extra mile and give the two water agencies thirty days to review the water situation in the area. **Director Goen** referred to State Statue that if a permit was applied for a residential well a permit shall be issued. No matter the depth, that would be the property owners' issue to resolve. **Vice Chairman DuCharme** explained the Board must take int to account the impact on neighbors. Again, saying they should give 30 days for a verification of enough water. **Mr. Oden** explained the Ordinance required certain information be submitted. The water availability report had been revised to three twenty-acre tracts. Water was available to this property. A log from a nearby well has been submitted. The well log that was submitted was Mrs. Mocks' well. She has use of and there was water in the well today. That well was three hundred and thirty feet and installed a number of years ago. The Ordinance required a disclosure statement that was submitted and to address water availability. That the well logs in the State Engineers book were generally older. It was a known fact the water had declined one to three feet per annum depending on where you were in the basin. There was a cautionary note in the disclosure statement. Wells drilled at 200 feet twenty or thirty years ago would probably need to be drilled deeper today. He had provided all the required documents and believed it un-fair to be held to a higher standard based on un-substantiated claims from the neighbor about her well that she was currently using. She may have had to deepen the well as many have. He again stated the unfairness of holding them to a higher standard than in the previous three or four summary sub-divisions, Type Five and Type Three. **Vice Chairman DuCharme** explained he was not asking the application be denied. There were people in the area hauling water. He explained it was up to the Board to ensure everybody had enough water and again asked for a review by the two mentioned agencies. **Mr. Oden** responded they had changed the application based on the Boards previous comments. The lots had been revised to comply with the water availability reports. They had met all the requirements. He requested a decision today and would not like to be deferred again. **Mrs. Johnston** asked that the motion be restated. She thought it should be revised to address the additional comments. **Mr. Sanchez** asked if the original package would always be a part of this submittal. **Director Goen** confirmed that this would be included in, as a part of the progression. He explained a revised motion could be made which would require a second.

Then you could move forward with the vote. **Chairman Frost** explained that originally water was the problem. Now instead of six households using water there would be three homes and this made sense. **County Attorney Garcia** reminded the Board to remember that their task was to apply the Ordinance as it was written. There may be things that concern you about the application in general. The Boards job was to apply the ordinance to the application. If they meet the requirements of the ordinance, then the Boards decision should follow from that. **Mrs. Estrada** asked why have a Board then. If it would already be approved, why were they coming to us. **County Attorney Garcia** explained that the Board is the Judge. They ensure the Applicant had met the criteria in the Ordinance, but you have to apply the criteria in the Ordinance. **Mr. Oden** explained Torrance County was the only County that took exemptions, Type three or Type five summary sub-divisions to any Board. The neighboring counties, Valencia, Santa Fe, Bernalillo, and Guadalupe were handled administratively by staff. The staff determined if the application complied or not. He did not know why Torrance County took it to this level if it met the requirements. **Vice Chairman DuCharme** said Torrance County was in a drought. Peoples' wells were going dry. Again, he referred to the 30 days for agency review of the water. **Mr. Oden** asked what happened when the State engineer came back with the water assessment was fine. **Vice Chairman DuCharme** responded then we approve. **Mr. Oden** then asked what would happen if the State Engineer stated they were concerned about the water. **Vice Chairman DuCharme** said that would put a shadow of doubt on the sub-division. **Mr. Oden** inquired if that procedure was outlined in Torrance County Ordinance. **Vice Chairman DuCharme** answered it did not say this. **Mr. Oden** explained this application was not required to go to state agencies. Staff can send this to any agency, including the highway department if they would like to, but they do not have to. **Vice Chairman DuCharme** explained they also mention the Transportation Department and the Environmental Department. Those were not related to our concern. Traffic was not a concern and there was no diminishing of the environment that we were aware of. The water agencies were a concern. People were concerned in that area and wells were going dry. He was in belief 350 feet was very deep for a well in the Estancia Valley. Vice Chairman DuCharme explained he just had two wells replaced. **Mr. Oden** asked the location of these wells. **Vice Chairman DuCharme** replied 1 mile, maybe two. He was not sure. Also, it was not the depth but the recharge of the well. Again, asking to have this looked at by two agencies and stating it would take 30 days and then we can judge if this question had any merit. **Mr. Oden** informed Vice Chairman DuCharme that he was not sure he was qualified to judge this. **Vice Chairman DuCharme** explained that was their job to make a judgement based on the facts. We did not have many facts about the water. There was a neighbor that had concerns about the water and an agricultural business less than one mile away that had stopped production because their wells had gone dry. This was the Schwebach's. **Mr. Oden** explained the Schwebach farm was probably 8 miles from this property. The reason he was arguing today was because he wanted this on the record going forward. The comments you have made needed to be addressed. He believed these were Vice Chairman DuCharme's personal beliefs and not founded in Ordinance. **Vice Chairman DuCharme** explained he was a Physicist by training and not a Hydrologist. He trusted the well people who worked on drilling. He explained it now costs \$65.00 per foot to drill a new well. He believed most people cannot afford this. **Mr. Oden** pointed out the disclosure statement that was required by Torrance County states the cost of drilling wells on this property. There was a debate regarding what the disclosure statement did and did not say. **Mr. Oden** explained the well information provided in the disclosure statement was the known facts from The State Engineers Office and not hearsay from a neighbor or well driller. **Vice Chairman Ducharme** explained the information was old and didn't reflect water adequacy now. **Chairman Frost** explained there has been good discussion, everybody has stated their view and called for a roll call vote. **Vice Chairman DuCharme** explained he wanted to amend the motion. He **moved** to approve the item after The State Engineer and Water Conservation District had 30 days to review the water situation. **Chairman Frost** asked County Attorney Garcia for comment. **County Attorney Garcia** responded it was a matter of having the motion seconded. **Chairman Frost** called for a vote. **Mrs. Estrada** explained there was not a second. **Chairman Frost** explained they had the original motion, a second, and discussion. **County Attorney Garcia** explained, for clarification there was also discussion about whether Mr. Sanchez wanted to amend his motion to include correction to the application. **Mr. Sanchez** began to make a motion. **Chairman Frost** explained we had a motion. **Mrs. Estrada** asked what the motion on the floor was. **Director Goen** explained it was a motion to approve.

County Attorney Garcia explained Mr. Sanchez could amend his motion to include the correction of the application. There was general discussion regarding an amended motion. **Vice Chairman DuCharme** began to make a motion. **Chairman Frost** stated we had a motion, it was seconded and discussed, and it was time to vote.

Roll Call: **Vice Chairman DuCharme: No, Mrs. Johnston: No, Mrs. Estrada: No, Mr. Sanchez: No, Chairman Frost: Aye.**
By a vote of 4 opposed, 1 in favor, Motion denied.

Mrs. Estrada motioned to move back to the regular session. **Mrs. Johnston** seconded.

Discussion There was none.

Roll Call: **Vice Chairman DuCharme: Aye, Mrs. Johnston: Aye, Mrs. Estrada: Aye, Mr. Sanchez: Aye, Chairman Frost: Aye. Motion approved.**

Regular Business in session 10:20am

2. Variance: Setback

Applicant: AJM LLC dba M&M Self Storage
Agent: Anthony Morlando
Site: Tract 4 located within the NE4, Section 6, T.9N., R.8E., NMPM being 2383 NM Hwy 333
Zone: D-1. Minor Commercial Development

Director Goen introduced Item number two. This was a variance to set back. The application was to put up a building that was right on the property line. A letter of intent was filed and there had been no response from the adjacent property owner. The application was in order. **Mr. Anthony Morlando** was sworn in. He intended to build an additional storage unit building, with the back facing the adjacent property. There would be no need for access from that property. The building would also act as a noise barrier. It would also act as a security light barrier so the security lights would not shine on that property. There would be room between the current buildings and proposed building for emergency vehicle access. **Chairman Frost** asked for any who would speak in favor or against this item. **Mrs. Estrada motioned** to approve Action Item 2. **Vice Chairman DuCharme seconded. Chairman Frost** asked for discussion. **Mr. Sanchez** asked if the neighboring property was a triangle. The property he was now on was a part of a larger tract of land that had been sub-divided three times. He described the location and subject parcel. Mr. Sanchez asked if the Applicant knew the owner. **Mr. Morlando** had met the owner of the adjacent land several years ago. **Mr. Sanchez** asked for clarification of the proposed site plan. **Mr. Morlando** explained the notations. **Mr. Sanchez** noted this was essentially a commercial corridor between Edgewood and Moriarty. He thought a better idea would be to buy the neighboring property as he would be opposed to putting a building on the fence line. Mr. Sanchez quoted the Variance being applied for and stated he thought Mr. Morlando had already maximized the use of the land as was written by Ordinance. Mr. Sanchez explained Mr. Morlando was trying to take advantage of a Torrance County Variance to add additional buildings to his property. **Mr. Morlando** explained he did not understand Mr. Sanchez's point and asked for clarification. **Mr. Sanchez** explained he thought if they allowed the applicant to step outside of the ordinance then the other storage business's would be expecting to also forgo the ordinance. Mr. Morlando did not have a hardship or was being denied use of his land. He would like to add additional buildings so he could make more money. Mr. Sanchez did want to make precedent **Mr. Morlando** explained there was already another storage facility nearby that had a building on the property line. He was under the assumption that the Variance was put in place for safety reasons and so the neighboring property owners could use their property in the manner in which they choose. He was in belief if he was allowed to put this building up it would not adversely affect the neighbor.

#4

file copy

OCT 04 2023

11:15 am

TORRANCE COUNTY SUBDIVISION REGULATIONS

APPLICATION FOR SUMMARY REVIEW PLAT APPLICATION Planning & Zoning

INSTRUCTIONS

Print or type clearly. Use additional sheets of necessary. All required attachments shall be submitted with this application form. Incomplete or inaccurate applications may delay decision dates. The completed application package must be submitted to the County Zoning Clerk by the subdivider or a designated agent and shall be in compliance with the requirements of the Torrance County Subdivision Regulations. Each application must be accompanied by the required administrative fee.

APPLICANT INFORMATION

- 1. Subdivider or Agent Name, Address, and Phone Number 505-832-1424
Oden & Associates, Inc.
PO Box 1976 Moriarty, NM 87035
 Signature [Signature] Date 10/5/23
- 2. Engineer/Surveyor Name, Address, and Phone Number 505-832-1424
Christopher Benson, PLS # 14401
PO Box 1976 Moriarty, NM 87035
 Signature Christopher Benson Date Oct 4, 2023

SUBDIVISION INFORMATION

- 3. Location of Subdivision (attach map if necessary) 1/4 mile south of Mc-Nabb Road on Lexco Road (west side)
- 4. This is a Type Three Five Subdivision (check one).
- 5. Number of lots: 6 Total acreage: 60.33 acres Size of smallest lot: 10.03 acres
- 6. Municipal planning and platting jurisdiction (if applicable): N/A
- 7. County Zoning Classification: RR

SUPPLEMENTAL INFORMATION

- 8. If it is determined by the County to be necessary, attach an improvement agreement to ensure completion of required improvements.

Vanessa Vigil, an unmarried woman, for consideration paid, grants to Giraudo Investments, LLC, a Colorado limited liability company, whose address is _____ the following described real estate in Torrance County, New Mexico with special warranty covenants:

Tract numbered One (1) being The Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) and the East Half of the Southwest Quarter of the Northeast Quarter (E1/2SW1/4NE1/4) of Section Thirty-one (31), Township Nine (9) North, Range Eight (8) East, N.M.P.M., as the same is shown and designated on that certain Boundary Survey entitled "Lands of Giraudo Investments, LLC" prepared by Christopher S. Benson, N.M.P.S. No. 14401, dated August 20, 2019, filed for record on August 20, 2019 at 9:16 o'clock, A.M., as document number 2192015, and filed in Cabinet G2, Slide 94, Plat Records of Torrance County, New Mexico;

WITNESS my hand and seal this 4th day of September, 2019.

Vanessa D Vigil
Vanessa Vigil



ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO }
COUNTY OF Torrance } ss.



This instrument was acknowledged before me this 4th day of September, 2019, by Vanessa Vigil.

My commission expires:
(Seal) 2/23/20

[Signature]
Notary Public

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002232050
Book 355 Page 1637
1 of 1
08/01/2019 03:00

**LANDS OF GIRAUDO INVESTMENTS, LLC
SUMMARY SUBDIVISION OF TRACT 1**

**DISCLOSURE STATEMENT
PLEASE READ THIS DISCLOSURE STATEMENT BEFORE
YOU SIGN ANY DOCUMENT OR AGREE TO ANYTHING**

This disclosure statement is intended to provide you with enough information to permit you to make an informed decision on the purchase, lease or acquisition of the property described in this statement. You should read carefully all of the information contained in this statement before you decide to buy, lease or otherwise acquire the described property.

Various public agencies may have issued opinions on both the subdivision proposal and the information contained in this disclosure statement. They may be favorable or unfavorable. You should read them closely.

The Board of County Commissioners have examined this disclosure statement to determine whether the subdivider can fulfill what the subdivider has said in this disclosure statement. However, the Board of County Commissioners does not vouch for the accuracy of what is said in this disclosure statement. In addition, this disclosure statement is not a recommendation or endorsement of the subdivision by either the County or the State. It is informative only.

The Board of County Commissioners recommends that you inspect the property before buying, leasing or otherwise acquiring it.

If you have not inspected the parcel before purchasing, leasing or otherwise acquiring it, you have six (6) months from the time of purchase, lease or other acquisition to personally inspect the property. After inspecting the parcel within the six (6) month period, you have three (3) days to rescind the transaction and receive all of your money back from the subdivider when merchantable title is re-vested in the subdivider. To rescind the transaction, you must give the subdivider notice of your intent to rescind within three (3) days of your inspection of the property.

County regulations require that any deed, real estate contract, lease or other instrument conveying an interest in a parcel in the subdivision be recorded with the Torrance County Clerk.

Building permits, wastewater permits, or other use permits must be issued by state or county officials before improvements are constructed. You should investigate the availability of such permits before you purchase, lease, or otherwise acquire an interest in the land. You should also determine whether such permits are required for construction of additional improvements before you occupy the property.

1. NAME OF SUBDIVISION

LANDS OF GIRAUDO INVESTMENTS, LLC
TRACTS 1-A, 1-B, AND 1-C.

2. NAME AND ADDRESS OF SUBDIVIDER

GIRAUDO INVESTMENTS, LLC
10420 SIGNAL AVE.
ALBUQUERQUE, NM 87122

3. CONDITION OF TITLE

Fee Simple

4. STATEMENT OF ALL RESTRICTIONS OR RESERVATIONS OF RECORD SUBJECTING THE SUBDIVIDED LAND TO ANY UNUSUAL CONDITIONS AFFECTING ITS USE OR OCCUPANCY

There are no deed restrictions or reservations affecting the subdivided land.

There are Public Access and Utility Easements on the east side of the property.

5. UTILITIES

Telephone: Century Link (505)883-0341 – Estimated cost to purchaser - \$18.65 connection fee plus \$30.00 account activation fee.

Electricity: Central New Mexico Electric Cooperative, Inc. (505)832-4483 – Estimated cost to purchaser - Refundable deposit based on credit.

Natural Gas: EMW Gas Association (505)384-2369 – Estimated cost to purchaser - \$450.00 connection fee per lot.

Solid Waste Disposal: Several local companies that provide solid waste removal services averaging \$45.00 to \$55.00. There is also the Moriarty Waste Transfer Station located approximately on NM 41 approximately 1 mile south of NM 333. Torrance County Solid Waste Association charges a quarterly tipping fee of \$37.50 to all County residents. Solid waste permits can be obtained from the Moriarty City Offices in Moriarty.

6. INSTALLATION OF UTILITIES

Water: Each Lot Purchaser will be responsible to locate, permit, and drill his own domestic well upon lot development.

Telephone: There are existing underground telephone lines in place along Lexco Road. Service connection to existing lines shall be the purchasers expense, upon lot development.

Electricity: There are existing overhead electric lines in place along Lexco Road. Service connection to existing lines shall be the purchasers expense, upon lot development.

Gas: There is an existing gas line in place along Lexco Road. Service connection to existing lines shall be the purchasers expense, upon lot development.

Liquid Waste Disposal: Each Lot Purchaser shall be responsible to locate, permit, and install his own individual septic tank and leachfield , upon lot development.

Solid Waste Disposal: Solid waste disposal may be contracted through an approved solid waste collection company or utilize the Indian Hills Solid Waste Transfer Station at purchasers expense, upon lot development.

7. UTILITY LOCATION

Water: Domestic wells to each tract shall be the responsibility of the Lot Purchaser, upon lot development.

Telephone: There are existing underground telephone lines in place along Lexco Road. All proposed utilities and service connections shall be underground.

Electricity: There are existing overhead electric lines in place along Lexco Road. Extension of electric lines onto each lot will be the responsibility of each individual lot purchaser, upon lot development.

Gas: There is an existing gas line in place along Lexco. Line extension of gas lines and service to each lot will be the responsibility of each individual lot purchaser, upon lot development. All proposed utilities and service connections shall be underground.

Liquid Waste Disposal: There are no community liquid waste disposal systems in the vicinity of the subdivision. A standard septic tank and leach field absorption system is proposed for each individual lot. Installation of each system shall be the responsibility of each individual lot purchaser upon lot development.

Solid Waste Disposal: Solid waste disposal may be contracted through an approved solid waste collection company or utilize the Indian Hills Transfer Station at purchasers expense, upon lot development.

8. WATER AVAILABILITY

The maximum annual water requirements of the subdivision will be 1 acre feet/annum per lot for a total of 3.00 acre feet/annum.

Domestic Wells are available to the subdivision with permits issued through the Office of the State Engineer. Domestic well permits are limited to 1 acre foot per annum (325,851 gallons per year). Monthly meter readings are required to be reported to the OSE..

9. FOR SUBDIVISIONS WITH COMMUNITY WATER SYSTEMS

(RESERVED)

10. FOR SUBDIVISIONS WITH INDIVIDUAL DOMESTIC WELLS OR SHARED WELLS

The lot purchasers of Tracts 1-A, 1-B, AND 1-C shall locate, permit and install individual domestic water well, at their own expense, upon lot development.

The estimated cost of drilling an individual domestic 6" water well to recommended depth, pump, pressure tank, controls, and treatment facilities is currently \$35,000.00

Each individual domestic well is limited to 1.0 acre feet per annum (325,851 gallons) by the Office of the State Engineer.

According to well records posted on the Office of the State Engineer's website, there are 15 well records in Section 31 having a minimum depth to water of 50 feet and a maximum depth to water of 180 feet, for an average depth of 93 feet. Recommended total depth of wells drilled in the subdivision is 100 feet beyond static water level. Most of the wells drilled in Section 31 were drilled 40 plus years ago. The current depth to water may be significantly lower, as wells in the area have generally declined.

Wells in the area yield from 5 to 30 gpm, according to well log information on the website.

11. LIQUID WASTE DISPOSAL

Individual standard septic tank and leach field absorption systems are proposed for each lot. The New Mexico Uniform Plumbing Code shall be strictly adhered to in all construction thereof, and permits from the New Mexico Environmental Department and the Mechanical Bureau of the Construction Industries Division are required prior to construction of any septic system.

In accordance with the requirements of the Environmental Improvement Board's Liquid Waste Disposal Regulations (20.7.3.301.C NMAC), the design flow for a conventional treatment system shall not exceed 500 gallons/acre/day.

12. SOLID WASTE DISPOSAL

Solid waste and household garbage shall be collected by an approved solid waste collection company. It shall be the responsibility of the purchaser to contract with an approved solid waste collection service upon lot development.

13. TERRAIN MANAGEMENT

According to the U.S. Department of Agriculture and National Resources Conservation Service Web Soil Survey, There are four types of soils found on the property:

Witt Loam (Wn):

Located in the center portion and at the northeast and southeast corners of the property.

Witt Loam comprises 26% of the property. Witt Loam soils are well drained, and have low (fine sandy loams) to moderate (loam complex) shrink/swell potential. Due to the moderate shrink/swell potential for this types of soil series, the Witt Loam series are somewhat limited for dwellings with basements.

Harvey Loam (Hf)

Located along the flanks of the drainage areas, Harvey Loam comprises 74% of the property.

Harvey Loam soils are well drained, and have low (fine sandy loams) to moderate (loam complex) shrink/swell potential. Due to the moderate shrink/swell potential for this types of soil series, the Harvey Loam series are somewhat limited for dwellings with basements.

There are no proposed measures for overcoming the minor soil and topographic limitations within the subdivision.

According to the Flood Hazard Boundary Map (FHBM) Community Panel No. 350133 0007 B, the entire property lies outside the 100 Year Floodplain in Zone "X".

There are no tracts within the subdivision that have slopes greater than 5%.

Subsurface drainage is generally southeastward. Surface drainage is generally southeastward. The property generally slopes in a southeastward direction at approximately 2%.

No storm drainage systems are proposed within the subdivision.

No detention ponds are proposed on any lot within the subdivision.

14. SUBDIVISION ACCESS

The subdivision is situated approximately 5 miles southwest of Moriarty, N.M. To reach the subdivision from NM 41 in Moriarty, travel south on NM 41 for 2 miles to McNabb Road, then go west on McNabb for 4 miles to Lexco Road. Go south on Lexco Road for 1 mile to the property on the right.

Lexco Road is a public, paved, 28 feet wide roadway maintained by Torrance County.

No interior roads are proposed within the subdivision.

The subdivision is accessible by conventional vehicles at all times of the year and under all weather conditions.

15. MAINTENANCE

Lexco Road is maintained by Torrance County.

16. CONSTRUCTION GUARANTEES

There are no proposed construction guarantees.

There are no proposed roads, drainage facilities, or other improvements proposed within the subdivision.

There are no proposed performance bonds, letters of credit, or other collateral for construction guarantees.

17. ADVERSE OR UNUSUAL CONDITIONS

There are no activities or conditions adjacent to or nearby the subdivision that would subject the subdivided land to any unusual conditions affecting its use or occupancy.

18. FIRE PROTECTION

Access to the subdivision from the Indian Hills Fire & Rescue Volunteer Fire Department, is south along Lexco Road for 3 miles from the Station near the corner of NM 333 and on LEXCO Road.

Fire protection is provided by Torrance County Fire & Rescue Fire Department, which is staffed by volunteers.

19. POLICE PROTECTION

The Torrance County Sheriff's Office and the State Police of New Mexico regularly patrol the area.

20. PUBLIC SCHOOLS

The nearest Elementary, Middle School, and High School are all in Moriarty, located 2 miles southwest of the subdivision.

IN WITNESS WHEREOF, the Owners have caused this Declaration to be signed as of the date first above written.

Giraudo Investments, LLC, By Caterina Giraudo

STATE OF)
)SS.
COUNTY OF)

On this _____ day of _____, 20____, the foregoing instrument was acknowledged before me by Caterina Giraudo.

Notary Public

EXHIBIT 3

**December 6, 2023 Planning & Zoning
Agenda**

**December 6, 2023 Planning & Zoning
Minutes**

**Giraud Investments, LLC
Application cover page**

TORRANCE COUNTY PLANNING & ZONING BOARD

AGENDA

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

REGULAR MEETING

December 6, 2023

CALL TO ORDER: 9:30 a.m.

Pledge of Allegiance

Public Comment Speakers limited to 2 minutes-time may not be donated to another

Approval of Agenda Approval of Agenda for December 6, 2023 meeting

Approval of Minutes Approval of Minutes for November 1, 2023 meeting

ACTION ITEMS

PUBLIC HEARING

Deferred from November 1, 2023 meeting

1. Summary Review: Type 5 Subdivision

Applicant: Giraudo Investments

Agent: Tim Oden, Oden & Associates

Site: Being Tract 1 of the Lands of Giraudo Investments, LLC, Section 31, T.9N., R.8E, NMPM

Zone: RR, Rural Residential, 2.5 acre minimum

Current Business

PUBLIC HEARING

2. Special Use: Cabin Rentals

Applicant: Tom & Alicia Carter

Agent: Self

Site: A tract of land located in the SE4, T.7N., R.6E., NMPM, being 169 La Para Rd.

Zone: C, Conservation, 40 acre minimum

REGULAR BUSINESS

3. 2024 P&Z Meeting Schedule

Action: Recommendation to County Commission

Agent: Don Goen- Planning & Zoning Director

DISCUSSION ITEMS: None

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

EXECUTIVE SESSION:

As per motion and roll call vote, pursuant to New Mexico state statute section 10-15-1, the following matters will be discussed in closed session

TORRANCE COUNTY PLANNING & ZONING BOARD
MINUTES

Commission Chambers Administrative Offices 205 S 9th Street Estancia New Mexico 87016
REGULAR MEETING
December 6th, 2023

ATTENDANCE:

In attendance: Chairman Jim Frost, Vice Chairman Art DuCharme, Board members Christina Estrada, Gilbert Sanchez, Danielle Johnston. County Attorney Michael Garcia, Planning & Zoning Director Don Goen and Planning & Zoning Administrative Assistant Lynnette Scroggie.

CALL TO ORDER: Chairman Frost called the meeting to order at 9:32am

Pledge of Allegiance Mr. Sanchez lead the pledge.

Public Comment Speakers limited to 2 minutes-time may not be donated to another.

Chairman Frost announced item # 1 was delayed at this time. Linda Mock came forward and stated she was here in reference to the Giraudo Investment Subdivision. **Chairman Frost** intervened reminding the meeting that item number one was postponed until next month. **Director Goen** clarified this item has been moved to next month as the Agent was un-able to attend. Ms. Mock may speak but no action may be taken at this time. **Mrs. Estrada** inquired if there was a limit to the time required before delaying or with drawing an item. **Director Goen** responded there was not. We cannot predict the future. **Mrs. Estrada** was not in agreement with this policy. There was further discussion in general about the deferring or canceling of an item. **County Attorney Garcia** counseled that the item could not be removed from the agenda until the actual hearing. Also, the people who had came for this item could speak during the public comment portion, but it may be more effective to wait and do so at the time the action item was presented. That would be up to them. Ms. Mock chose to make a public comment at the current time. **Director Goen** explained the public mailings and posting would be sent out again prior to the next meeting. **Ms. Mock** stated that she had concerns about water use and read a prepared letter she had composed. She also had pictures of flooding and was in the belief this was within a flood zone. This was Ms. Mock's opinion and not reflected in F.E.M.A. zoning.

Approval of Agenda: Approval of Agenda for December 6th, 2023, meeting. **Vice Chairman DuCharme** motioned to approve the agenda as modified. **Mrs. Johnston** seconded.

Discussion: None

Roll Call: **Mrs. Johnston: Aye, Mrs. Estrada: Aye, Mr. Sanchez: Aye, Vice Chairman DuCharme: Aye, Chairman Frost: Aye, Motion carried.**

Approval of Minutes: Approval of Minutes for November 1st, 2023, meeting. **Mrs. Estrada** motioned to approve. **Vice Chairman DuCharme** seconded

Discussion: None

Roll Call: **Vice Chairman DuCharme: Aye, Mr. Sanchez: Aye, Mrs. Estrada: Aye, Mrs. Johnston: Aye, Chairman Frost: Aye. Motion carried.**

Discussion: Chairman Frost gave a brief explanation of Torrance Counties Planning and Zoning meeting procedure.

Vice Chairman DuCharme made a motion to move into the Public Hearing, Mrs. Estrada Seconded.

Discussion: None

**Roll Call: Mrs. Johnston: Aye, Mrs. Estrada: Aye, Mr. Sanchez: Aye,
Vice Chairman DuCharme: Aye, Chairman Frost: Aye, Motion carried.**

PUBLIC HEARING: in session 9:49 am

ACTION ITEMS: #1 Deferred to January 3, 2024 meeting

Deferred from November 1, 2023 meeting

1. Summary Review: Type 5 Subdivision

Applicant: Giraudo Investments
Agent: Tim Oden, Oden & Associates
Site: Being Tract 1 of the Lands of Giraudo Investments, LLC, Section 31, T.9N., R.8E, NMPM
Zone: RR, Rural Residential, 2.5 acre minimum

Deferred to Jan3, 2024 meeting per applicant request

2. Special Use: Cabin Rentals

Applicant: Tom & Alicia Carter
Agent: Self
Site: A tract of land located in the SE4, T.7N., R.6E., NMPM, being 169 La Para Rd.
Zone: C, Conservation, 40 acre minimum

Director Goen explained the application. The Applicants were present. He explained there were several letters of support included in the packet. These would be read into the record after the presentation, for or against. Public notice was posted in all required locations and notifications were sent out. Several other documents were provided giving details of the property and proposed business plans. **Mr. Thomas Carter** came forward and was sworn. He was here in reference to 169 La Para Road. His wife, Felicia and son, Liam were accompanying him. He explained it was important to note his family, as this was a family business and their life, liberty, and pursuit of happiness. The property was a forty-acre lot with 7 cabins on it. This was how they purchased it. Their intent was to have a cabin rental business. The cabins were at various degrees of renovation. The intention was to rent them like a weekend cabin vacation rental. This was much like a Bed and Breakfast or an Air B&B, short term rentals. Out of the 7 cabins two of them had been rented. In their experience thus far the vast majority of these were one night stays. There was an occasional 2 or 3 night stays. They were truly short-term rentals. There would be no long-term rentals. Mr. Carter explained there were two main issues. One was water, the other the neighbors' concerns. He referenced maps that were submitted with his packet. Directing attention to cabins five, six and seven. The intention with these cabins was to install off-grid water systems. There were two tanks currently onsite. Their intention was to be completely on a water catchment system or hauled water very soon with cabins one through four.

#4

Torrance County

FILE COPY

OCT 04 2023

11:15 am

TORRANCE COUNTY SUBDIVISION REGULATIONS

APPLICATION FOR SUMMARY REVIEW PLAT APPROVAL Planning & Zoning

INSTRUCTIONS

Print or type clearly. Use additional sheets of necessary. All required attachments shall be submitted with this application form. Incomplete or inaccurate applications may delay decision dates. The completed application package must be submitted to the County Zoning Clerk by the subdivider or a designated agent and shall be in compliance with the requirements of the Torrance County Subdivision Regulations. Each application must be accompanied by the required administrative fee.

APPLICANT INFORMATION

- 1. Subdivider or Agent Name, Address, and Phone Number 505-832-1424
Oden & Associates, Inc.
PO Box 19716 Merideth, NM 87035
 Signature [Signature] Date 10/5/23
- 2. Engineer/Surveyor Name, Address, and Phone Number 505-832-1424
Christopher Benson, PLS # 14401
PO Box 19716 Merideth, NM 87035
 Signature Christopher Benson Date Oct 4, 2023

SUBDIVISION INFORMATION

- 3. Location of Subdivision (attach map if necessary) 1/4 mile south of N= Nabb Road on Lexia Road (west side)
- 4. This is a Type Three Five Subdivision (check one).
- 5. Number of lots: 6 Total acreage: 60.33 acres Size of smallest lot: 10.03 acres
- 6. Municipal planning and platting jurisdiction (if applicable): N/A
- 7. County Zoning Classification: RT

SUPPLEMENTAL INFORMATION

- 8. If it is determined by the County to be necessary, attach an improvement agreement to ensure completion of required improvements.

EXHIBIT 4

**November 1, 2023 Planning & Zoning
Agenda**

**November 1, 2023 Planning & Zoning
Minutes**

**Giraud Investments original
Application submitted**

TORRANCE COUNTY PLANNING & ZONING BOARD

AGENDA

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

REGULAR MEETING

November 1, 2023

CALL TO ORDER: 9:30 a.m.

Pledge of Allegiance

Public Comment Speakers limited to 2 minutes-time may not be donated to another

Approval of Agenda Approval of Agenda for November 1, 2023 meeting

Approval of Minutes Approval of Minutes for October 4, 2023 meeting

REGULAR BUSINESS

ACTION ITEMS:

1. Claim of Exemption #13: 5 Year Claim of Exemption

Applicant: Megan Stablein

Agent: Lorenzo Dominguez, East Mountain Survey

Site: Indian Hills, Unit 4, Tract 1, Lands of Fike, being 90A Cassandra Ct

Zone: RR, Rural Residential, 2.5 acre minimum

2. Variance to Area: Create parcel below District minimum standard

Applicant: Sun Zia Wind, LLC

Agent: Shannon Marshall

Site: Tracts B-1-B and B-2, Section 33, T.2N., R.13E., NMPM, Lands of Lazy LJ Ranch, LLC

Zone: Special Use Area, Zone A, Agricultural preservation, 40 acre minimum

3. Claim of Exemption #7: Lot Line Adjustment

Applicant: Sun Zia Wind, LLC

Agent: Shannon Marshall

Site: Tracts B-1-B and B-2, Section 33, T.2N., R.13E., NMPM, Lands of Lazy LJ Ranch, LLC

Zone: Special Use Area, Zone A, Agricultural preservation, 40 acre minimum

PUBLIC HEARING

4. Summary Review: Create Type 5 Subdivision

Applicant: Giraudo Investments

Agent: Tim Oden, Oden & Associates

Site: Being Tract 1 of the Lands of Giraudo Investments, LLC, Section 31, T.9N., R.8E, NMPM

Zone: RR, Rural Residential, 2.5 acre minimum

5. Special Use: Family Retreat Center

Applicant: Ramon & Patsy Tenorio

Agent: Jonathan Turner, Consensus Planning

Site: Lots 17A & 18, Antelope Springs Ranches, Section 14, T.7N., R.8E., NMPM

Zone: PL, Pre-platted Lands

Vice Chairman DuCharme motioned to move into the Public Hearing Mrs. Johnston seconded.

Discussion: None

Roll Call: Mrs. Estrada: Aye, Mr. Sanchez: Aye, Mrs. Johnston: Aye, Vice Chairman DuCharme: Aye, Chairman Frost: Aye, Motion carried.

Public Hearing in Session: 9:52am

4. Summary Review: Create Type 5 Subdivision

Applicant: Girauo Investments
Agent: Tim Oden, Oden & Associates
Site: Being Tract 1 of the Lands of Girauo Investments, LLC, Section 31, T.9N., R.8E, NMPM
Zone: RR, Rural Residential, 2.5 acre minimum

Director Goen introduced Action Item number four. This was a Summary Review to Create a Type Five Subdivision. The Applicant was Girauo Investments. Tim Oden of Oden and Associates was here to represent this item. Minimum parcel size was 2.5 acres and these were 10 acre lots, well above the district minimum standard. The application was in order and was in compliance with both Subdivision Regulations and with the Ordinance. Mr. Tim Oden was sworn in. He explained the application. This property was located about four miles west of Moriarty on Lexco road, south of McNabb, on the west side of Lexco Road and was 60.3 acres. They were proposing to divide this into 6, 10 plus acre tracts. In the packet was the proposed plat, water availability report and a short form disclosure statement that was required by Ordinance. The property had no flood plain issues. All 6 lots would be accessed from Lexco Road. Chairman Frost asked for those who would speak in favor or opposition of this item. Mrs. Linda Mock attending via Zoom was sworn in. She explained they were neighbors to the subject parcel. She had a couple questions. One was the number of proposed lots and that was previously addressed. She also had a concern about water. Would they have a community water system or be drilling 6 wells. Mrs. Mock stated she understood the total amount of water usage would be as it was either way, and were there going to be residences. Mr. Oden inquired of Ms. Mock's address in an attempt to understand the location of her property. It was determined she was to the Northwest of the subject parcel. Mr. Oden explained that all six lots would drill a domestic well. He did not know if residences would be built on each parcel. Anybody that went through the permitting process could put a house on these parcels. He had submitted a well log from a nearby well. The water level in the area was generally between three hundred and three hundred twenty-five feet. A well report from that area showed thirty gallons a minute in 1995 when it was drilled. That was not saying that was the case today as we all knew that the basin had declined. Mr. Danny Mock attending via zoom was sworn in. Mr. Mock stated that at the Northwest corner there was a yellow lot marker that he paid to have placed from a GPS Survey when they bought the fifty acres east of them. Now, whoever came out and did this survey had moved this marker north about one and a half feet. He asked if these were GPS surveys, why did that change so much. Who did the survey. He included some fencing details. There was more discussion about locations of parcels owned by the Mocks and different survey markers. Mr. Oden explained the survey for this project was completed by Chris Benson. The plat showed the marker on the Northwest corner of this property was found in place. Found rebar with the cap stamped TR Oden 866. There was further discussion of the fence and survey markers. Mr. Mock's main concern was he was in belief that a corner marker was moved. Mr. Sanchez asked Mr. Oden about the water availability report. This report was prepared to comply with section 6 of the Supplemental Guidelines of the Torrance County Subdivision regulations. Section 6 talks about five parcels or less. Section 5 in the same document, reading from the water ability assessment for all, skipped to type 5 subdivisions containing 6 or more parcels. Section 5.3.C talked about a geohydrological report in accordance with section 5.6.

The question was, why did you use section 6 of the supplemental verses section 5. You had 6 parcels here. **Mr. Oden** asked which section of which ordinance was being referred to. **Mr. Sanchez** explained, in your water assessment report out of the supplemental guidelines Section 6 water availability report for a type 3 or type 5 subdivision for less than 6 parcels. On your plat you have 6 parcels. If you go to section 5, all water availability assessment for all type 1, type 2, type 3, type 4 and all type 3 and type 5 containing 6 or more parcels. Section 5 was different than Section 6. Why did you use Section 6 instead of Section 5 which was more appropriate for what you were doing. **Mr. Oden** explained it should say section 5. **Mr. Sanchez** was correct. **Mr. Sanchez** asked, if in section 5, if this was the section for this submission, section 5.3.C. In a subdivision where the source of water will be individual domestic wells or shared wells in section 72-12-1 the sub-dividers shall demonstrate a 70-year supply and shall submit a geohydrological report accordance with section 5.6. There were more requirements once you subdivided above 5 tracts of land. **Mr. Sanchez** explained to be in compliance Section 5 should have been used, not Section 6.

Discussion: There was discussion about the format of the Public Hearing. **County Attorney Garcia** informed the Board that it was appropriate to answer questions even though there was not a motion. **Vice Chairman Ducharme** stated that **Mr. Oden** had a very comprehensive disclosure statement that you do not often see with subdivision requests. **Vice Chairman Ducharme** inquired who had prepared the disclosure. **Mr. Oden** explained this was required with every subdivision. The Board had seen several of these. **Vice Chairman Ducharme** stated he did not recall seeing one with that level of detail. **Mr. Oden** stated they had submitted 2 in the last 6 months that had disclosure statements with them. **Vice Chairman Ducharme** said it was a very good disclosure statement. Especially the water availability or the lack thereof. **Vice Chairman Ducharme** asked if these six parcels would be sold publicly. **Mr. Oden** responded he assumed so. **Vice Chairman Ducharme** asked **Mr. Oden** what further part he had in this subdivision, if he was the selling agent. **Mr. Oden** declined to answer that question. He did not understand the bearing the question had on this Item. **Vice Chairman Ducharme** asked **Mr. Oden** if a disclosure was required for the County. **Mr. Oden** responded it was with this summary subdivision. The Exemptions that you most commonly see did not require a disclosure statement. Summary subdivisions and full-blown subdivisions which he referred to as a short form disclosure statement, because there were a limited number of lots involved. A larger sub-division would have a larger disclosure report. **Vice Chairman DuCharme** thought it a positive move as there had been issues in the past with subdivisions in Torrance County. People from out-of-town purchase property and were not aware of current water conditions. **Mr. Oden** explained he was in agreement with **Mr. Sanchez** that for this water availability report to comply with the regulations there should be only five tracts. The survey would be redone. **Vice Chairman DuCharme** asked in regard to the survey, he was in belief a stake would not be moved as it was located by satellite and inquired of **Mr. Oden** if this was true. **Mr. Oden** explained he was not in agreement. Every Surveyor was going to locate stuff in a different location in his experience. GPS was a tool. The measurement was only as good as how you use the tool. If the tool was a high technology tool, the results depended on how it was applied. He speculated on how the corner may have come to be moved. He explained he was not the person who had completed the survey so he could not speak directly to this. He knew the property did not have a fence on the north side and now it did. **County Attorney Garcia** stated it looked like **Mr. Oden** would not be submitting this application. Two possible solutions for the problem. He could withdraw this application and submit an updated one. Or he could ask to defer this particular request until he has it amended. Those were two possible solutions to the situation the application was in. **Mr. Oden** requested the item be tabled today so the plat could be amended and come back next month. **Mrs. Mock** added that corner marker they referred to was not a fence post but a marker that was what was moved. **County Attorney Garcia** suggested the Mocks attend the next hearing. **Chairman Frost** asked about what action could be taken. **County Attorney Garcia** explained the Board could defer the item per **Mr. Oden's** request. **Vice Chairman Ducharme** withdrew his motion to approve and motioned the item be tabled. **Mr. Sanchez** seconded. **Chairman Frost** asked for discussion. There was none.

Roll Call: **Vice Chairman DuCharme: Aye, Mr. Sanchez: Aye, Mrs. Estrada: Aye, Mrs. Johnston: Aye, Chairman Frost: Aye. Motion carried.**

#4

Torrance County

FILE COPY

OCT 04 2023

11:15 am

TORRANCE COUNTY SUBDIVISION REGULATIONS

APPLICATION FOR SUMMARY REVIEW PLAT APPROVAL Planning & Zoning

INSTRUCTIONS

Print or type clearly. Use additional sheets of necessary. All required attachments shall be submitted with this application form. Incomplete or inaccurate applications may delay decision dates. The completed application package must be submitted to the County Zoning Clerk by the subdivider or a designated agent and shall be in compliance with the requirements of the Torrance County Subdivision Regulations. Each application must be accompanied by the required administrative fee.

APPLICANT INFORMATION

- 1. Subdivider or Agent Name, Address, and Phone Number 505-832-1424
Oden & Associates, Inc.
PO Box 1976 Moriarty, NM 87035
 Signature [Signature] Date 10/5/23
- 2. Engineer/Surveyor Name, Address, and Phone Number 505-832-1424
Christopher Benson, PLS # 14401
PO Box 1976 Moriarty, NM 87035
 Signature [Signature] Date Oct 4, 2023

SUBDIVISION INFORMATION

- 3. Location of Subdivision (attach map if necessary) 1/4 mile south of Mc Nabb Road on Lexia Road (west side)
- 4. This is a Type Three Five Subdivision (check one).
- 5. Number of lots: 6 Total acreage: 60.33 acres Size of smallest lot: 10.03 acres
- 6. Municipal planning and platting jurisdiction (if applicable): N/A
- 7. County Zoning Classification: RT

SUPPLEMENTAL INFORMATION

- 8. If it is determined by the County to be necessary, attach an improvement agreement to ensure completion of required improvements.

Action Item #4

Application	Summary Review: Create Type 5 Subdivision
Applicant:	Giraudo Investments
Agent:	Tim Oden, Oden & Associates
Site:	Being Tract 1 of the Lands of Giraudo Investments, LLC, Section 31, T.9N., R.8E, NMPM
Zone:	RR, Rural Residential, 2.5 acre minimum

#4

FILE COPY

OCT 04 2023

11:15 am

TORRANCE COUNTY SUBDIVISION REGULATIONS

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SUMMARY REVIEW PLAT APPLICATION - PAGE TWO

9. All affidavits, certificates, permits, and statements required for summary review plats as defined by the Torrance County Subdivision Regulations shall be attached to this application.
10. The original drawing and required number of copies of the summary review plat map shall be attached to this application.
11. The final disclosure statement shall be attached to this application.

PROCEDURAL INFORMATION (to be completed by County staff)

12. Date of pre-application conference _____ Signed _____
13. Date application received by County _____ Signed _____
14. Date summary review plat deemed complete _____ Signed _____
15. Date summary review plat approved by County _____
16. Date summary review plat filed with County Clerk _____

SPECIAL WARRANTY DEED

Account No. 6353092

Vanessa Vigil, an unmarried woman, for consideration paid, grants to Giraudo Investments, LLC, a Colorado limited liability company, whose address is _____ the following described real estate in Torrance County, New Mexico with special warranty covenants:

Tract numbered One (1) being The Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) and the East Half of the Southwest Quarter of the Northeast Quarter (E1/2SW1/4NE1/4) of Section Thirty-one (31), Township Nine (9) North, Range Eight (8) East, N.M.P.M., as the same is shown and designated on that certain Boundary Survey entitled "Lands of Giraudo Investments, LLC" prepared by Christopher S. Benson, N.M.P.S. No. 14401, dated August 20, 2019, filed for record on August 20, 2019 at 9:16 o'clock, A.M., as document number 2192015, and filed in Cabinet G2, Slide 94, Plat Records of Torrance County, New Mexico;

WITNESS my hand and seal this 4th day of September, 2019.



Vanessa D Vigil
Vanessa Vigil

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO
COUNTY OF Torrance

} ss.



This instrument was acknowledged before me this 4th day of September, 2019, by Vanessa Vigil.

My commission expires:
(Seal)

2/23/20

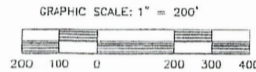
[Signature]
Notary Public

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
092232058
Book 333 Page 1637
1 of 1
09/01/2023 03:29:11 PM
By GENELL



VICINITY MAP
FROM MORIARTY SOUTH AND CHILILI QUADRANGLE MAPS
SCALE: 1" = 5,000'

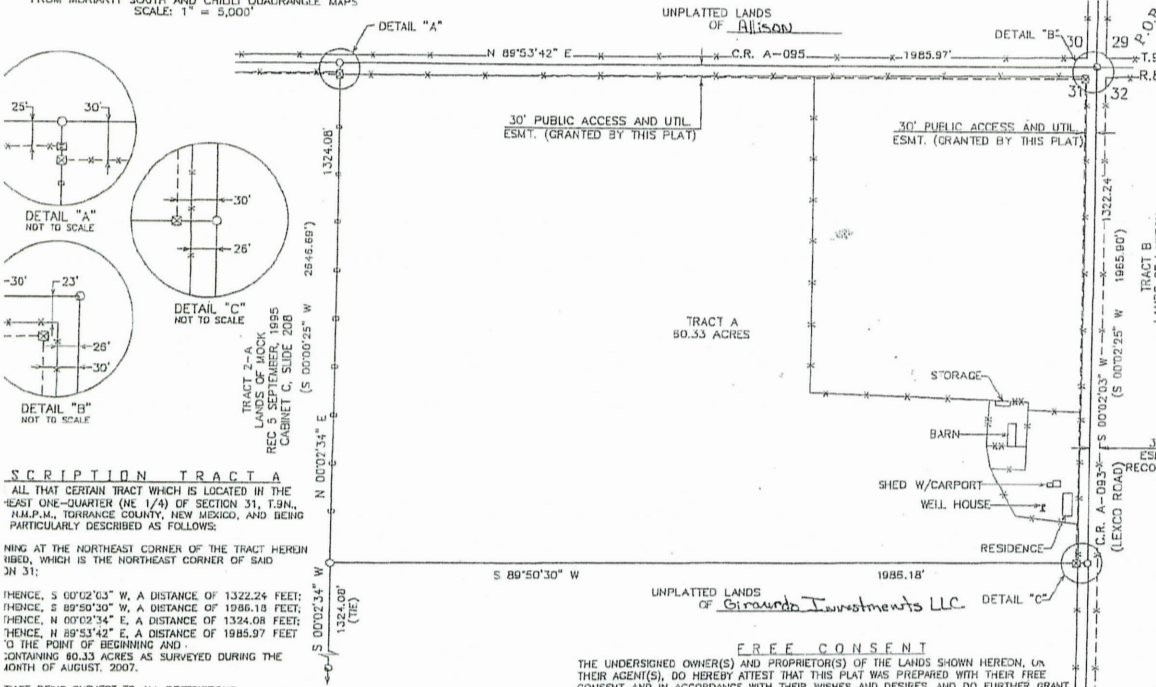
BOUNDARY SURVEY OF LANDS OF
MARVIN & ROXANNE PLANT
LOCATED IN THE NE 1/4 OF SECTION 31,
T.9N, R.9E, N.M.P.M.,
TORRANCE COUNTY, NEW MEXICO
AUGUST, 2007



LEGEND

- SET 5/8" x 16" REBAR WITH YELLOW I.D. CAP STAMPED "DA PS 14405" (WITNESS CORNER)
- FOUND BALD 1/2" REBAR WITH I.D. TAG STAMPED "P.S. 3345" (WITNESS CORNER)
- FOUND 5/8" REBAR
- FOUND BALD 1/2" REBAR WITH I.D. TAG STAMPED "P.S. 3345"
- BOUNDARY LINE
- - - EASEMENT LINE
- X BARBED WIRE FENCE
- XX WOODEN FENCE
- T-POST FENCE
- A WELL

14405
PLAT
1283-1579



DESCRIPTION TRACT A
ALL THAT CERTAIN TRACT WHICH IS LOCATED IN THE EAST ONE-QUARTER (NE 1/4) OF SECTION 31, T.9N, R.9E, N.M.P.M., TORRANCE COUNTY, NEW MEXICO, AND BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE TRACT HEREIN SHOWN, WHICH IS THE NORTHEAST CORNER OF SAID SECTION 31;
THENCE, S 00°02'03" W, A DISTANCE OF 1322.24 FEET;
THENCE, S 89°50'30" W, A DISTANCE OF 1986.18 FEET;
THENCE, N 00°02'34" E, A DISTANCE OF 1324.08 FEET;
THENCE, N 89°53'42" E, A DISTANCE OF 1985.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 80.33 ACRES AS SURVEYED DURING THE MONTH OF AUGUST, 2007.

TRACT BEING SUBJECT TO ALL RESTRICTIONS, EASEMENTS, AND EASEMENTS OF RECORD AS FILED IN THE RECORDS OF THE COUNTY CLERK OF TORRANCE COUNTY, NEW MEXICO.

SURVEYOR'S CERTIFICATION
I, R. G. SCUSSEL, A NEW MEXICO PROFESSIONAL SURVEYOR NO. 14405, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM REQUIREMENTS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

R. G. Scussel
R. G. SCUSSEL
NEW MEXICO PROFESSIONAL LAND SURVEYOR
14405
DATE 8-17-07

FREE CONSENT
THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S) OF THE LANDS SHOWN HEREON, OR THEIR AGENT(S), DO HEREBY ATTEST THAT THIS PLAT WAS PREPARED WITH THEIR FREE CONSENT AND IN ACCORDANCE WITH THEIR WISHES AND DESIRES, AND DO FURTHER GRANT ANY RIGHTS-OF-WAY OR EASEMENTS AS SHOWN HEREON.

Marvin Plant
MARVIN PLANT
Roxanne Plant
ROXANNE PLANT

STATE OF New Mexico)
COUNTY OF Torrance) SS
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON August 17, 2007.

BY *Marvin & Roxanne Plant*
OFFICIAL SEAL
Lynnette Salinas
NOTARY PUBLIC
STATE OF NEW MEXICO
MY COMMISSION EXPIRES: 06/20/2010

- SURVEY GENERAL NOTES**
- THE PURPOSE OF THIS PLAT IS TO MAKE A SURVEY RECORD OF THE TRACT SHOWN HEREON.
 - FIELD WORK PERFORMED WITH 2-TRIUMBLE S800 GPS RECEIVERS DURING THE MONTH OF AUGUST, 2007.
 - THE BASIS OF THIS SURVEY IS THE WARRANTY DEED LISTED IN ITEMS 7-A BELOW.
 - THE BASIS OF BEARINGS IS THE WEST LINE OF BUFFALO TRAILS SUBDIVISION, RECORDED ON 15 JUNE, 1988, IN CABINET B, SLIDE 139. (S 00°00'20" W). DIMENSIONS SHOWN IN PARENTHESES ARE RECORD ADJOINING PLAT DIMENSIONS.
 - ZONING OF THE LANDS SHOWN HEREON IS "RR, RURAL RESIDENTIAL".
 - LANDS SHOWN HEREON LIE OUTSIDE THE 100-YEAR FLOODPLAIN, ACCORDING TO F.H.E.M. PANEL NO. 350133 0007 A.
 - DOCUMENTS USED TO DETERMINE THE BOUNDARY AS SHOWN HEREON INCLUDE:
 - WARRANTY DEED TO MARVIN AND ROXANNE PLANT, RECORDED 14 NOVEMBER, 1986, IN BOOK 250, PAGE 4578;
 - PLAT OF LANDS OF MCKEY, RECORDED ON 5 SEPTEMBER, 1995, IN CABINET C, SLIDE 208;
 - PLAT OF LANDS OF LAWSON, RECORDED ON 27 OCTOBER, 1992, IN CABINET C, SLIDE 10;
 - PLAT OF LANDS OF CHAVEZ, RECORDED ON 25 SEPTEMBER, 1987, IN CABINET B, SLIDE 104;
 - PLAT OF LANDS OF MILLER/PAYNE, RECORDED ON 21 NOVEMBER, 1995, IN CABINET C, SLIDE 252;
 - PLAT OF LANDS BUFFALO TRAILS SUBDIVISION, RECORDED ON 15 JUNE, 1988, IN CABINET B, SLIDE 139.



STATE OF NEW MEXICO)
COUNTY OF TORRANCE) SS
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE 27 DAY OF August, 2007 A.D., AT 11:37 O'CLOCK A.M., AND WAS DULY RECORDED IN CABINET B, SLIDE 410 OF THE RECORDS OF TORRANCE COUNTY, NM.
WITNESS MY HAND AND SEAL OF OFFICE.
LINDA KAYSER, COUNTY CLERK OF TORRANCE COUNTY, NEW MEXICO.
Linda Kayser (DEPUTY)

INDEXING INFORMATION FOR THE COUNTY CLERK

OWNER: PLANT, MARVIN, & ROXANNE
SECTION: 31
T. 9 N., R. 9 E., N.M.P.M.,
TORRANCE COUNTY, NEW MEXICO

Oden & Associates
surveyors engineers planners
210 NEW 1988
200 U.S. ROUTE 68
MCKENZIE, MO 64533
(417) 832-1425
(417) 832-1998 (FAX)

Designed	Date	Drawn	Date	Checked	Date	Sheet
TRD	08/15/07	RCG	08/15/07	RCG	08/15/07	1 of 1
Job #	52007-169	File	PLANT 31-9-B	COMP. FILE	3198	DWG. NAME 507-169.DWG

**LANDS OF GIRAUDO INVESTMENTS, LLC
SUMMARY SUBDIVISION OF TRACT 1**

**DISCLOSURE STATEMENT
PLEASE READ THIS DISCLOSURE STATEMENT BEFORE
YOU SIGN ANY DOCUMENT OR AGREE TO ANYTHING**

This disclosure statement is intended to provide you with enough information to permit you to make an informed decision on the purchase, lease or acquisition of the property described in this statement. You should read carefully all of the information contained in this statement before you decide to buy, lease or otherwise acquire the described property.

Various public agencies may have issued opinions on both the subdivision proposal and the information contained in this disclosure statement. They may be favorable or unfavorable. You should read them closely.

The Board of County Commissioners have examined this disclosure statement to determine whether the subdivider can fulfill what the subdivider has said in this disclosure statement. However, the Board of County Commissioners does not vouch for the accuracy of what is said in this disclosure statement. In addition, this disclosure statement is not a recommendation or endorsement of the subdivision by either the County or the State. It is informative only.

The Board of County Commissioners recommends that you inspect the property before buying, leasing or otherwise acquiring it.

If you have not inspected the parcel before purchasing, leasing or otherwise acquiring it, you have six (6) months from the time of purchase, lease or other acquisition to personally inspect the property. After inspecting the parcel within the six (6) month period, you have three (3) days to rescind the transaction and receive all of your money back from the subdivider when merchantable title is re-vested in the subdivider. To rescind the transaction, you must give the subdivider notice of your intent to rescind within three (3) days of your inspection of the property.

County regulations require that any deed, real estate contract, lease or other instrument conveying an interest in a parcel in the subdivision be recorded with the Torrance County Clerk.

Building permits, wastewater permits, or other use permits must be issued by state or county officials before improvements are constructed. You should investigate the availability of such permits before you purchase, lease, or otherwise acquire an interest in the land. You should also determine whether such permits are required for construction of additional improvements before you occupy the property.

1. NAME OF SUBDIVISION

LANDS OF GITAUDO INVESTMENTS, LLC
TRACTS 1-A, 1-B, 1-C, 1-D, 1-E, AND 1-F

2. **NAME AND ADDRESS OF SUBDIVIDER**

GIRAUDO INVESTMENTS, LLC
10420 SIGNAL AVE.
ALBUQUERQUE, NM 87122

3. **CONDITION OF TITLE**

Fee Simple

4. **STATEMENT OF ALL RESTRICTIONS OR RESERVATIONS OF RECORD
SUBJECTING THE SUBDIVIDED LAND TO ANY UNUSUAL CONDITIONS AFFECTING
ITS USE OR OCCUPANCY**

There are no deed restrictions or reservations affecting the subdivided land.

There are Public Access and Utility Easements on the east side of the property.

5. **UTILITIES**

Telephone: Century Link (505)883-0341 – Estimated cost to purchaser - \$18.65 connection fee plus \$30.00 account activation fee.

Electricity: Central New Mexico Electric Cooperative, Inc. (505)832-4483 – Estimated cost to purchaser - Refundable deposit based on credit.

Natural Gas: EMW Gas Association (505)384-2369 – Estimated cost to purchaser - \$450.00 connection fee per lot.

Solid Waste Disposal: Several local companies that provide solid waste removal services averaging \$45.00 to \$55.00. There is also the Moriarty Waste Transfer Station located approximately on NM 41 approximately 1 mile south of NM 333. Torrance County Solid Waste Association charges a quarterly tipping fee of \$37.50 to all County residents. Solid waste permits can be obtained from the Moriarty City Offices in Moriarty.

6. **INSTALLATION OF UTILITIES**

Water: Each Lot Purchaser will be responsible to locate, permit, and drill his own domestic well upon lot development.

Telephone: There are existing underground telephone lines in place along Lexco Road. Service connection to existing lines shall be the purchasers expense, upon lot development.

Electricity: There are existing overhead electric lines in place along Lexco Road. Service connection to existing lines shall be the purchasers expense, upon lot development.

Gas: There is an existing gas line in place along Lexco Road. Service connection to existing lines shall be the purchasers expense, upon lot development.

Liquid Waste Disposal: Each Lot Purchaser shall be responsible to locate, permit, and install his own individual septic tank and leachfield , upon lot development.

Solid Waste Disposal: Solid waste disposal may be contracted through an approved solid waste collection company or utilize the Indian Hills Solid Waste Transfer Station at purchasers expense, upon lot development.

7. UTILITY LOCATION

Water: Domestic wells to each tract shall be the responsibility of the Lot Purchaser, upon lot development.

Telephone: There are existing underground telephone lines in place along Lexco Road. All proposed utilities and service connections shall be underground.

Electricity: There are existing overhead electric lines in place along Lexco Road. Extension of electric lines onto each lot will be the responsibility of each individual lot purchaser, upon lot development.

Gas: There is an existing gas line in place along Lexco. Line extension of gas lines and service to each lot will be the responsibility of each individual lot purchaser, upon lot development. All proposed utilities and service connections shall be underground.

Liquid Waste Disposal: There are no community liquid waste disposal systems in the vicinity of the subdivision. A standard septic tank and leach field absorption system is proposed for each individual lot. Installation of each system shall be the responsibility of each individual lot purchaser upon lot development.

Solid Waste Disposal: Solid waste disposal may be contracted through an approved solid waste collection company or utilize the Indian Hills Transfer Station at purchasers expense, upon lot development.

8. WATER AVAILABILITY

The maximum annual water requirements of the subdivision will be 1 acre feet/annum per lot for a total of 6.00 acre feet/annum.

Domestic Wells are available to the subdivision with permits issued through the Office of the State Engineer. Domestic well permits are limited to 1 acre foot per annum (325,851 gallons per year). Monthly meter readings are required to be reported to the OSE..

9. FOR SUBDIVISIONS WITH COMMUNITY WATER SYSTEMS

(RESERVED)

10. FOR SUBDIVISIONS WITH INDIVIDUAL DOMESTIC WELLS OR SHARED WELLS

The lot purchasers of Tracts 1-A, 1-B, 1-C, 1-D, 1-E, AND 1-F shall locate, permit and install individual domestic water well, at their own expense, upon lot development.

The estimated cost of drilling an individual domestic 4" water well to recommended depth, pump, pressure tank, controls, and treatment facilities is currently \$35,000.00

Each individual domestic well is limited to 1.0 acre feet per annum (325,851 gallons) by the Office of the State Engineer.

According to well records posted on the Office of the State Engineer's website, there are 15 well records in Section 31 having a minimum depth to water of 50 feet and a maximum depth to water of 180 feet, for an average depth of 93 feet. Recommended total depth of wells drilled in the subdivision is 100 feet beyond static water level. Most of the wells drilled in Section 31 were drilled 40 plus years ago. The current depth to water may be significantly lower, as wells in the area have generally declined.

Wells in the area yield from 5 to 30 gpm, according to well log information on the website.

11. LIQUID WASTE DISPOSAL

Individual standard septic tank and leach field absorption systems are proposed for each lot. The New Mexico Uniform Plumbing Code shall be strictly adhered to in all construction thereof, and permits from the New Mexico Environmental Department and the Mechanical Bureau of the Construction Industries Division are required prior to construction of any septic system.

In accordance with the requirements of the Environmental Improvement Board's Liquid Waste Disposal Regulations (20.7.3.301.C NMAC), the design flow for a conventional treatment system shall not exceed 500 gallons/acre/day.

12. SOLID WASTE DISPOSAL

Solid waste and household garbage shall be collected by an approved solid waste collection company. It shall be the responsibility of the purchaser to contract with an approved solid waste collection service upon lot development.

13. TERRAIN MANAGEMENT

According to the U.S. Department of Agriculture and National Resources Conservation Service Web Soil Survey, There are four types of soils found on the property:

Witt Loam (Wn):

Located in the center portion and at the northeast and southeast corners of the property. Witt Loam comprises 26% of the property. Witt Loam soils are well drained, and have low (fine sandy loams) to moderate (loam complex) shrink/swell potential. Due to the moderate shrink/swell potential for this types of soil series, the Witt Loam series are somewhat limited for dwellings with basements.

Harvey Loam (Hf)

Located along the flanks of the drainage areas, Harvey Loam comprises 74% of the property. Harvey Loam soils are well drained, and have low (fine sandy loams) to moderate (loam complex) shrink/swell potential. Due to the moderate shrink/swell potential for this types of soil series, the Harvey Loam series are somewhat limited for dwellings with basements.

There are no proposed measures for overcoming the minor soil and topographic limitations within the subdivision.

According to the Flood Hazard Boundary Map (FHBM) Community Panel No. 350133 0007 B, the entire property lies outside the 100 Year Floodplain in Zone "X".

There are no tracts within the subdivision that have slopes greater than 5%.

Subsurface drainage is generally southeastward. Surface drainage is generally southeastward. The property generally slopes in a southeastward direction at approximately 2%.

No storm drainage systems are proposed within the subdivision.

No detention ponds are proposed on any lot within the subdivision.

14. SUBDIVISION ACCESS

The subdivision is situated approximately 5 miles southwest of Moriarty, N.M. To reach the subdivision from NM 41 in Moriarty, travel south on NM 41 for 2 miles to McNabb Road, then go west on McNabb for 4 miles to Lexco Road. Go south on Lexco Road for 1 mile to the property on the right.

Lexco Road is a public, paved, 28 feet wide roadway maintained by Torrance County.

No interior roads are proposed within the subdivision.

The subdivision is accessible by conventional vehicles at all times of the year and under all weather conditions.

15. MAINTENANCE

Lexco Road is maintained by Torrance County.

16. CONSTRUCTION GUARANTEES

There are no proposed construction guarantees.

There are no proposed roads, drainage facilities, or other improvements proposed within the subdivision.

There are no proposed performance bonds, letters of credit, or other collateral for construction guarantees.

17. ADVERSE OR UNUSUAL CONDITIONS

There are no activities or conditions adjacent to or nearby the subdivision that would subject the subdivided land to any unusual conditions affecting its use or occupancy.

18. FIRE PROTECTION

Access to the subdivision from the Indian Hills Fire & Rescue Volunteer Fire Department, is south along Lexco Road for 3 miles from the Station near the corner of NM 333 and on LEXCO Road.

Fire protection is provided by Torrance County Fire & Rescue Fire Department, which is staffed by volunteers.

19. POLICE PROTECTION

The Torrance County Sheriff's Office and the State Police of New Mexico regularly patrol the area.

20. PUBLIC SCHOOLS

The nearest Elementary, Middle School, and High School are all in Moriarty, located 2 miles southwest of the subdivision.

IN WITNESS WHEREOF, the Owners have caused this Declaration to be signed as of the date first above written.

Giraudo Investments, LLC, By Caterina Giraudo

STATE OF)
)SS.
COUNTY OF)

On this _____ day of _____, 20____, the foregoing instrument was acknowledged before me by Caterina Giraudo.

Notary Public

WATER AVAILABILITY REPORT

This report is prepared to comply with Section 6 of the Supplemental Guidelines for the Torrance County Subdivision Regulations. The proposed subdivision is a Type V Summary Subdivision of 60.334 acres located in the NE ¼ of Section 31, T9N, R8E, N.M.P.M., Torrance County, New Mexico. The plat proposes to divide the 60.334 acres into six tracts containing 10.032 acres each, and one tract containing 10.173 acres.

Each Tract will drill its own domestic well. The wells will take water from the Estancia Basin. According to the Office of the State Engineer (OSE) records for Water Column/Depth to Water reports, there are 15 records of wells drilled in Section 31. The average depth to water is 93 feet. The minimum depth to water is reported as 50 feet. Since these well logs are over 40 years old, the depths to water may have declined as much as 80 feet.

Water producing wells in Section 31 are generally completed in limestone and gravels in the upper depths and sandstone at lower depths, according to well logs on file with the OSE.

According to the well log for well E-5987, that well produced an estimated total yield of 30 GPM from the water bearing formations at a depth of 310 to 325 feet when drilled in 1995.

Copies of the Well Log and Water Column Report are attached top this report.



New Mexico Office of the State Engineer

Water Column/Average Depth to Water

(A CLW##### in the POD suffix indicates the POD has been replaced & no longer serves a water right file.)

(R=POD has been replaced,
O=orphaned,
C=the file is closed)

(quarters are 1=NW 2=NE 3=SW 4=SE)
(quarters are smallest to largest)

(NAD83 UTM in meters)

(In feet)

POD Number	POD Code	Sub-basin	County	Q	Q	Q	Sec	Tws	Rng	X	Y	DepthWell	DepthWater	Water Column
<u>E 00787 -S</u>		E	TO	1	3	31	09N	08E		396270	3869061*	383	140	243
<u>E 04838 CLW271217</u>	O	E	TO		4	31	09N	08E		397271	3868851*	170	75	95
<u>E 04838 POD1</u>		E	TO	1	4	31	09N	08E		397074	3869052*	170	75	95
<u>E 04859</u>		E	TO	3	4	31	09N	08E		397070	3868650*	100	70	30
<u>E 04874 POD1</u>	R	E	TO	4	4	31	09N	08E		397472	3868646*	100	60	40
<u>E 04874 POD2</u>		E	TO	4	4	31	09N	08E		397565	3868658	118	95	23
<u>E 04958 POD1</u>		E	TO	3	4	31	09N	08E		397279	3868544	100	50	50
<u>E 05684 POD1</u>		E	TO		4	31	09N	08E		397271	3868851*	130	70	60
<u>E 05767 POD1</u>		E	TO	4	4	31	09N	08E		396768	3868554*	150	90	60
<u>E 05787 POD1</u>		E	TO	1	1	2	31	09N	08E	396980	3869910	250	110	140
<u>E 05987 POD1</u>		E	TO	2	4	2	31	09N	08E	397578	3869549*	330	130	200
<u>E 06152 POD1</u>		E	TO	2	4	4	31	09N	08E	397571	3868745*	220	180	40
<u>E 06152 POD2</u>		E	TO	2	4	4	31	09N	08E	397571	3868745*	110	65	45
<u>E 08537 POD1</u>		E	TO	4	4	4	31	09N	08E	397571	3868545*	150	75	75
<u>E 10322 POD1</u>		E	TO	2	4	4	31	09N	08E	397583	3868691	260	110	150

Average Depth to Water: 93 feet
Minimum Depth: 50 feet
Maximum Depth: 180 feet

Record Count: 15

Basin/County Search:

Basin: Estancia County: Torrance

PLSS Search:

Section(s): 31 Township: 09N Range: 08E

*UTM location was derived from PLSS - see Help

The data is furnished by the NMOSE/ISC and is accepted by the recipient with the expressed understanding that the OSE/ISC make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, usability, or suitability for any particular purpose of the data.

9/30/23 1:09 PM

WATER COLUMN/ AVERAGE DEPTH
TO WATER

STATE ENGINEER OFFICE
WELL RECORD

Section 1. GENERAL INFORMATION

(A) Owner of well KIM BLANKS Owner's Well No. _____
 Street or Post Office Address P. O. BOX 1241
 City and State CEDAR CREST, NM, 87008

Well was drilled under Permit No. E-5987 and is located in the:
 a. $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE of Section 31 Township 9N Range 8E N.M.P.M.
 b. Tract No. _____ of Map No. _____ of the _____
 c. Lot No. _____ of Block No. _____ of the _____
 Subdivision, recorded in TORNANCE County.
 d. X= _____ feet, Y= _____ feet, N.M. Coordinate System _____ Zone in the _____ Grant.

(B) Drilling Contractor DENNISON DRILLING License No. WD-49
 Address P. O. BOX 86, STANLEY, NM, 87056

Drilling Began 01/13/95 Completed 01/17/95 Type tools ROTARY Size of hole 6 1/2 in.
 Elevation of land surface or _____ at well is _____ ft. Total depth of well 330 ft.
 Completed well is shallow artesian. Depth to water upon completion of well 130 ft.

Section 2. PRINCIPAL WATER-BEARING STRATA

Depth in Feet		Thickness in Feet	Description of Water-Bearing Formation	Estimated Yield (gallons per minute)
From	To			
310	325	15	WHITE SANDSTONE	30 GPM

'95 FEB 23 PM 1 05
 STATE ENGINEER OFFICE
 SANTA FE NEW MEXICO

Section 3. RECORD OF CASING

Diameter (inches)	Pounds per foot	Threads per in.	Depth in Feet		Length (feet)	Type of Shoe	Perforations	
			Top	Bottom			From	To
5" PVC			0	330	330	NONE	195	325

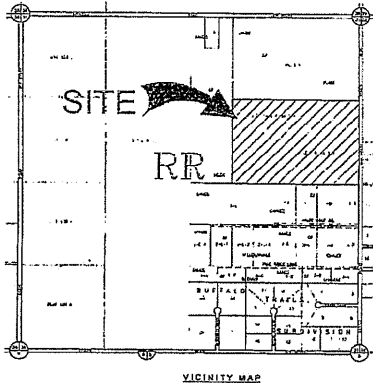
Section 4. RECORD OF MUDDING AND CEMENTING

Depth in Feet		Hole Diameter	Sacks of Mud	Cubic Feet of Cement	Method of Placement
From	To				

Section 5. PLUGGING RECORD

FEB 23 1995
 PM 1:46

TYPE V SUMMARY SUBDIVISION OF LANDS OF
GRALDO INVESTMENTS, LLC
 BEING TRACT 1 OF THE LANDS OF GRALDO INVESTMENTS, LLC,
 LOCATED IN THE NORTH-EAST ONE-QUARTER (NE 1/4)
 OF SECTION 31, T 8 N, R 3 E, NAD 83,
 TORRANCE COUNTY, NEW MEXICO,
 SEPTEMBER, 2023



VICINITY MAP

DESCRIPTION
 BEING ALL THAT CERTAIN TRACT IS TRACT NUMBERED 1 OF THE LANDS OF GRALDO INVESTMENTS, LLC, LOCATED IN THE NORTH-EAST ONE-QUARTER OF SECTION 31, T8N, R3E, NAD 83, TORRANCE COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESCRIBED ON THIS PLAT THEREOF FILED IN THE OFFICE OF THE COUNTY CLERK ON AUGUST 23, 2023, IN PLAT CABINET 62, SLIDE 04, AND CONTAINING 60.38 ACRES.

FREE CONSENT

THE UNDERSIGNED OWNERS AND PROPRIETORS OF THE LANDS SHOWN HEREON DO HEREBY ATTEST THAT THIS PLAT WAS PREPARED WITH THEIR FREE CONSENT AND IN ACCORDANCE WITH THEIR INTERESTS AND DESIRES AND DO FURTHER GRANT THE EASEMENTS AS SHOWN.

GRALDO INVESTMENTS, LLC
 CATERPA D. GRALDO, MANAGER

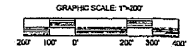
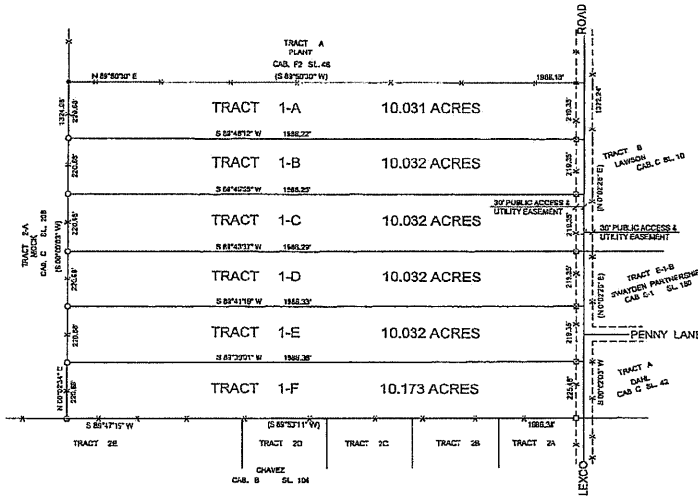
ACKNOWLEDGMENT FOR CORPORATION

State of _____
 County of _____
 The instrument was acknowledged before me on _____, 2023, by Caterpa D. Graldo, for Graldo Investments, LLC.
 Notary Public

COPYRIGHT
 ALL RIGHTS RESERVED
 OGDEN & ASSOCIATES



PLAT RECORDATION
 T 8 N
 R 3 E
 SEC 31
 UNOFFICIAL PROPERTY CODE
 19-0200-9
 MAP NUMBER VALIDATION
 JANUARY 1, 2013
 T 43



LEGEND

- A FOUND 5/8" REBAR WITH YELLOW LID, CAP STAMPED "TR OGDEN PS 6667", ATTACHED 1 1/2" ALUMINUM WASHER STAMPED "PS 14407"
 - B FOUND 1/2" REBAR WITH CAP STAMPED "TR OGDEN PS 6667" AS WITNESS CORNER, ATTACHED 1 1/2" ALUMINUM WASHER STAMPED "PS 14407"
 - C FOUND 1/2" REBAR AND CAP STAMPED "KATINEZ PS 18867", AS WITNESS CORNER, ATTACHED 1 1/2" ALUMINUM WASHER STAMPED "PS 14407"
 - D FOUND 1/2" REBAR AND CAP STAMPED "KATINEZ PS 18867", ATTACHED 1 1/2" ALUMINUM WASHER STAMPED "PS 14407"
 - E SET 5/8" BY 18" LONG REBAR WITH CAP STAMPED "CS BISHOP PS 14407"
 - F SET 5/8" BY 18" LONG REBAR WITH CAP STAMPED "CS BISHOP PS 14407" AS WITNESS CORNER INDICATED
- BOUNDARY LINE
 --- EASEMENT LINE
 --- WIRE FENCE

TORRANCE COUNTY NOTES

1. THE LANDS SHOWN HEREON LIE WITHIN THE PLANNING AND PLATING JURISDICTION OF TORRANCE COUNTY, NEW MEXICO.
2. MAINTENANCE OF ACCESS ROADS AND UTILITY EASEMENTS IS THE RESPONSIBILITY OF THE LANDOWNER OR USER, UNLESS CURRENTLY MAINTAINED BY THE TORRANCE COUNTY ROAD DEPARTMENT, OR THE N.M. STATE HIGHWAY DEPARTMENT.
3. COUNTY ROAD ACCESS LOTS WHICH REQUIRE ACCESS FROM A COUNTY ROAD ARE REQUIRED TO INSTALL A MINIMUM OF 12 INCH CULVERT AT THE TIME OF DEVELOPMENT.

TORRANCE COUNTY PLANNING AND ZONING

THE REVIEWING OFFICER HAS DETERMINED THAT THIS PLAT IS IN COMPLIANCE WITH COUNTY REGULATIONS RELEVANT.

REVIEWING OFFICER	DATE
TORRANCE COUNTY RURAL ADDRESSING	DATE
THIS IS TO CERTIFY THAT TAX ACCOUNT NO. IS CURRENTLY ASSESSED IN THE NAME OF	
TORRANCE COUNTY ASSESSOR	DATE
THIS IS TO CERTIFY THAT TAXES FOR THE CURRENT YEAR OR _____ ARE PAID, NO TAXES ARE DUE UNTIL _____	
TORRANCE COUNTY TREASURER	DATE

SURVEY GENERAL NOTES

1. THE PURPOSE OF THIS SURVEY IS TO CREATE SIX NEW TRACTS BY MEANS OF A TYPE V SUMMARY SUBDIVISION.
2. FIELD WORK WAS CONDUCTED WITH 2 TORNABLE R/R GPS RECEIVERS DURING THE MONTH OF SEPTEMBER, 2023.
3. THE BASIS OF THIS SURVEY IS THE PLAT NAMED IN ITEM 5-B BELOW, USING CORNERS FOUND AND ACCEPTED AS SHOWN.
4. BEARINGS SHOWN ARE THE SAME AS SHOWN ON THE PLAT OF LANDS OF GRALDO SHOWN IN ITEM 5-B BELOW.
5. DOCUMENTS USED TO DETERMINE THE BEARINGS SHOWN INCLUDE:
 - A. SPECIAL WARRANTY DEED TO GRALDO INVESTMENTS, LLC, RECORDED ON AUGUST 1, 2023, IN BOOK 335, PAGE 1873.
 - B. BOUNDARY SURVEY OF LANDS OF GRALDO INVESTMENTS, LLC, RECORDED ON AUGUST 20, 2019, IN PLAT CABINET 62, SLIDE 04.
 - C. BOUNDARY SURVEY OF LANDS OF PLATT, RECORDED ON AUGUST 13, 2021, IN PLAT CABINET 62, SLIDE 46.
 - D. LAND DIVISION OF LANDS OF MOORE, RECORDED ON SEPTEMBER 5, 1985, IN PLAT CABINET 62, SLIDE 208.
 - E. LAND DIVISION OF LANDS OF LAWSON, RECORDED ON OCTOBER 27, 1985, IN PLAT CABINET 62, SLIDE 104.
 - F. LAND DIVISION OF LANDS OF CHAVEZ, RECORDED ON SEPTEMBER 24, 1987, IN PLAT CABINET 62, SLIDE 104.
 - G. LAND DIVISION OF SWANSON FAMILY PARTNERSHIP, RECORDED ON AUGUST 8, 2003, IN PLAT CABINET 61, SLIDE 182.
 - H. LAND DIVISION OF LANDS OF OJAL, RECORDED ON AUGUST 5, 2003, IN PLAT CABINET 62, SLIDE 42.
6. EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS PART OF THIS SURVEY IS NOTED HEREIN ONLY THOSE DOCUMENTS NOTED HEREIN WERE SUPPLIED TO THE SURVEYOR OR WERE RESEARCHED BY OGDEN & ASSOCIATES, INC. AND WERE CONSIDERED FOR THE SURVEY. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDUSTRY SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP OR TITLE EVIDENCE, OR OTHER FACTS THAT AN ACCURATE AND CURRENT ABSTRACT MAY DISCLOSE.

SURVEYOR'S CERTIFICATION

I, CHRISTOPHER S. BERSON, A NEW MEXICO PROFESSIONAL SURVEYOR NO. 14601, DO HEREBY CERTIFY THAT THE SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CHRISTOPHER S. BERSON DATE _____
 P.S. NO. 14601

INDEXING INFORMATION FOR THE COUNTY CLERK

OWNER: GRALDO INVESTMENTS, LLC
 TRACT 1, SECTION 31, T8N, R3E, NMP.M., TORRANCE COUNTY, NEW MEXICO

Oden & Associates
 Surveyors

BOOK	PAGE	SECTION	TOWNSHIP	RANGE	DATE	BOOK	PAGE
2023-052	1	31	8N	3E	09/27/23	2023-052	1

1 of 1

Danny and Linda Mock
450 McNabb Road
Moriarty, NM 87035

Don Goen
Torrance County Planning & Zoning
P.O. Box 48
Estancia, NM 87016

November 15, 2023

To Whom It May Concern:


This is in regards to the application for subdivision by Giraudo Investments, LLC. at property described as being Tract 1 of the Lands of Giraudo Investments, LLC, Section 31, T.9N., R.8E, NMPM, as described in your letter dated October 18, 2023.

- 1). We have concerns about corner survey markers being moved, and the fence being on our property. I do understand this is a civil matter and not the concern of Planning and Zoning.

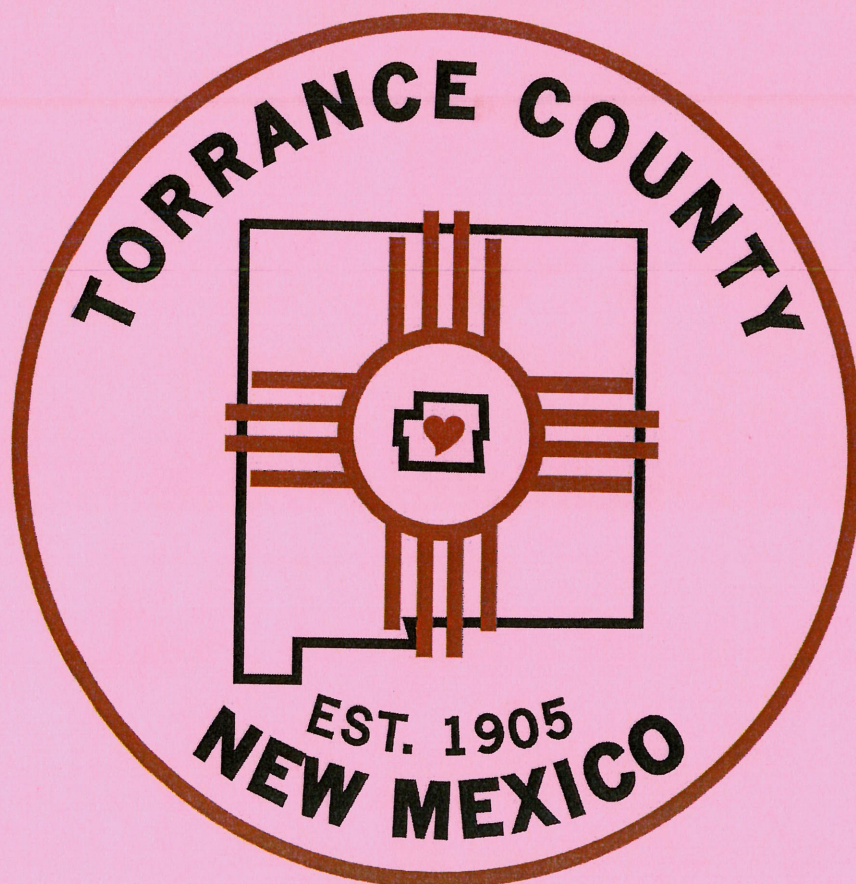
- 2). We have a real concern about **WATER, WATER, WATER**. It was stated at the meeting that Mr. Oden had submitted a well log from a nearby well showing thirty gallons a minute in **1995** when it was drilled. 1995, really? **THIS IS COMPLETELY UNACCEPTABLE** for 18 years later. This does not mean there is enough water here **NOW**. We **burned up a pump**, had to **haul water**, and then had to **deepen our well** years ago due to the water table dropping. There may be even less water now. We have let our grass and some trees die because we try to conserve water. My plants have to rely on the rain or snow. We are requesting that a **current** water study be required by Planning and Zoning. I understand that New Mexico Office of the State Engineer has a Subdivision Review for proposed subdivisions. As of this date, this subdivision is not listed there. I will be keeping an eye on this. People's wells are going dry and we don't want to be at that point again because of additional wells being drilled. **Please give this extra consideration before approving this subdivision**. Also if there is the possibility in 5 plus years in the future, some of this land may be divided into numerous 2.5 acre plots.

- 3). As for the 60 acres not being in the 100 year flood plain, I have seen the low lying areas flood when we have had a heavy rain, and when there has been a heavy rain to the west. I have multiple pictures over the years of flooded areas on our property. Just this year in May when we had the heavy rain and hail, there was so much water and debris flowing that it washed out a portion of the fence along our east side and Giraudo's west side. Ed Casaus was going to come help Danny put the fence back up, but didn't. I have seen water flowing across Lexco that prevented traffic being able to go down the road. Just saying...

Respectfully,




Danny and Linda Mock



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12B

	Torrance County Fire Department Policy and Procedure	
	Policy	Nominal Fee / Pay Per Call Program 1.17
	Scope:	Department Administration Volunteer
Authority:	Torrance County Fire Chief	Effective Date: 02/14/2024

PURPOSE:

The purpose is to provide guidelines for the distribution of the Nominal Incentive Fee for volunteers within the Torrance County Fire Department (TCFD).

SCOPE:

County Commission approved funding for the “Volunteer Recruitment and Retention Nominal Fee Incentive” program for the Torrance County Fire Department volunteer firefighters and EMS responders initially on April 1, 2016. This is **NOT** an hourly rate of pay or based on the member’s productivity, but rather a nominal incentive fee paid to department volunteer members for participation in department activities, response to Fire, EMS, and Public Assist incidents.

A. Eligibility:

1. Participating members must fill out IRS forms W-9, W-4 and I-9 which will be provided by TCFD. No payments will be made without these forms correctly and completely filled out and on file.
2. An active member of the fire department who meets and is maintaining the requirements of an operational or administrative volunteer as set forth in the department policies and procedures, is eligible for the Nominal Fee Incentive Program. Volunteers must meet all requirements, be a member in good standing and off of probation.
3. An active member wishing to decline the Nominal Fee Incentive Program must submit a written letter to the TCFD Administration Office.

B. Probationary Members:

New recruits must satisfactorily complete a minimum of **six (6)** months probationary period to be eligible for the pay per call/nominal fee. All recruits must be in good standing and meet all the requirements of a probationary member as outlined in the TCFD Policies and Procedures.

C. Required Training*:

- Defensive Driving Certification
- DOT Certified Physical (must pass)
- VFIS Certified Emergency Vehicle Operations Course
- Class E License
- CPR AED/ Basic First Aid Certification/Recertification
- FEMA NIMS Required Online Course

(100, 200, 700 and 800 Nominal Fee is for complete series; Certificate of completion is required).

*Required training is any course or class that shall be completed within the six-month probationary period to fulfill the necessary training for the volunteer member to perform his/her assigned duties as set forth by the County Commission of said activity.

D. Pay Per Call for Response:

1. **Fire** (\$50.00)
For pay per call for response, acquired fire training to be considered FF1 per Authority Having Jurisdiction (as approved by the N.M. State Fire Marshal's Office), IFSAC Firefighter I or Pro-Board Certification. This includes Fire, Public Assist/Lift Assist, Extrication, and any call that requires a Firefighter. The Firefighter must remain on scene until released by the Incident Commander.

2. **EMS** (\$50.00)
For pay per call for response, the responder must be a certified EMT (First Responder or above) with a current CPR card and a current Class E license.

3. **Shift Duty to Augment Career Staff** (\$75.00 per 12 Hr. Shift)
To cover weekends and evenings as scheduled and approved by the Torrance County Fire Chief. To be eligible for this nominal fee, the member must be a certified EMT (First Responder or above), have enough fire training to be considered FF1 per Authority Having Jurisdiction, IFSAC Firefighter I or Pro-Board Certification.

4. **Fire Inspections** (\$50.00)
 - a. **Pre-inspection:** This is the preparation phase, where the fire inspector reviews the building plans, fire records, previous inspection reports, and applicable fire codes and standards. The fire inspector also contacts the building owner or manager to schedule the inspection and inform them of the scope and purpose of the inspection.

 - b. **Inspection:** This is the main phase, where the fire inspector visits the building or facility and conducts a thorough and systematic examination of its fire safety features and conditions. The fire inspector checks for the presence, functionality, and adequacy of fire protection systems, such as fire alarms, sprinklers, extinguishers, and emergency lighting. The fire inspector also looks for any fire hazards, such as combustible materials, electrical faults, blocked exits, or improper storage of flammable liquids or gases. The fire inspector may use various tools and equipment, such as flashlights, cameras, thermometers, or testing devices, to perform the inspection. The fire inspector may also interview the building occupants, staff, or management to assess their fire safety knowledge and practices.

- c. **Post-inspection:** This is the follow-up phase, where the fire inspector documents the findings and recommendations of the inspection in a written report. The fire inspector also communicates the results of the inspection to the building owner or manager and provides them with a copy of the report. The fire inspector may also issue a notice of violation or a citation for any non-compliance or deficiency found during the inspection. The fire inspector may also require the building owner or manager to correct the violations or deficiencies within a specified time frame or face penalties or legal actions. The fire inspector may also conduct a re-inspection to verify compliance or correction of the violations or deficiencies.

E. Nominal Fee for Battalion Chiefs:

The nominal fee paid to each Battalion Chief is a monthly lump sum in the amount of (\$650.00). The amount of the payment is dependent on the districts' submission of required documentation. See the following:

To be eligible for the monthly lump sum payment, Battalion Chiefs must meet the following requirements.

- a) **All required reports must be verified and entered into ERS.**
- b) **A minimum of 8 hours documented station training per month. (Can be included in the 24-hour station coverage, if performed at the station).**
- c) **Minimum of 24 hours documented station or shift coverage per month.**
- d) **Minimum of 1 Business/Training meeting per month.**
- e) **All logs and forms verified and submitted by the 10th of each month.**
- f) **Any further requirements set forth by the Fire Chief**
- g) **Failure to submit required documentation shall result in non-payment.**

*These requirements will be detailed by the Torrance County Fire Chief's Office where applicable. Failure to complete any one of the mandatory requirements above will result in forfeiture of the respective month's lump sum payout. **All Battalion Chiefs will be allowed to receive the Nominal Fee or Pay Per Call for Response, but not both.**

F. Nominal Fee for Assistant Chiefs:

The amount of the payment is dependent on the districts' submission of required documentation. See the following:

- | | |
|-------------------------------------|------------|
| a. Operations Assistant Chief | (\$850.00) |
| b. Support Services Assistant Chief | (\$850.00) |
| c. Division Chief | (\$750.00) |

To be eligible for the monthly lump sum payment, Chiefs must meet the following requirements.

- a. **Minimum of 8 hours documented training per month. (Can be included in the 24-hour station coverage, if performed at the station).**
- b. **Minimum of 24 hours documented station or shift coverage per month.**
- c. **Attend Chiefs or District meeting every month or when held.**
- d. **Fuel logs verified and submitted by the 10th of each month.**

*These requirements will be detailed by the Torrance County Fire Chiefs Office where applicable. Failure to complete any one of the mandatory requirements above will result in forfeiture of the respective month's lump sum payout.

G. Payment:

Fire Administration will submit pay vouchers signed by the Torrance County Fire Chief or his/her designee to the County Finance Department by the 10th of every month.

The Nominal Fee Payment is only in effect for the current calendar month, no retroactive pay will be issued for previous months. Once a member is off of probation, they do not receive retroactive pay for probation time.

PASSED, APPROVED AND ADOPTED this **14th** day of April, 2024.

TORRANCE COUNTY COMMISSION

Kevin McCall, District 1

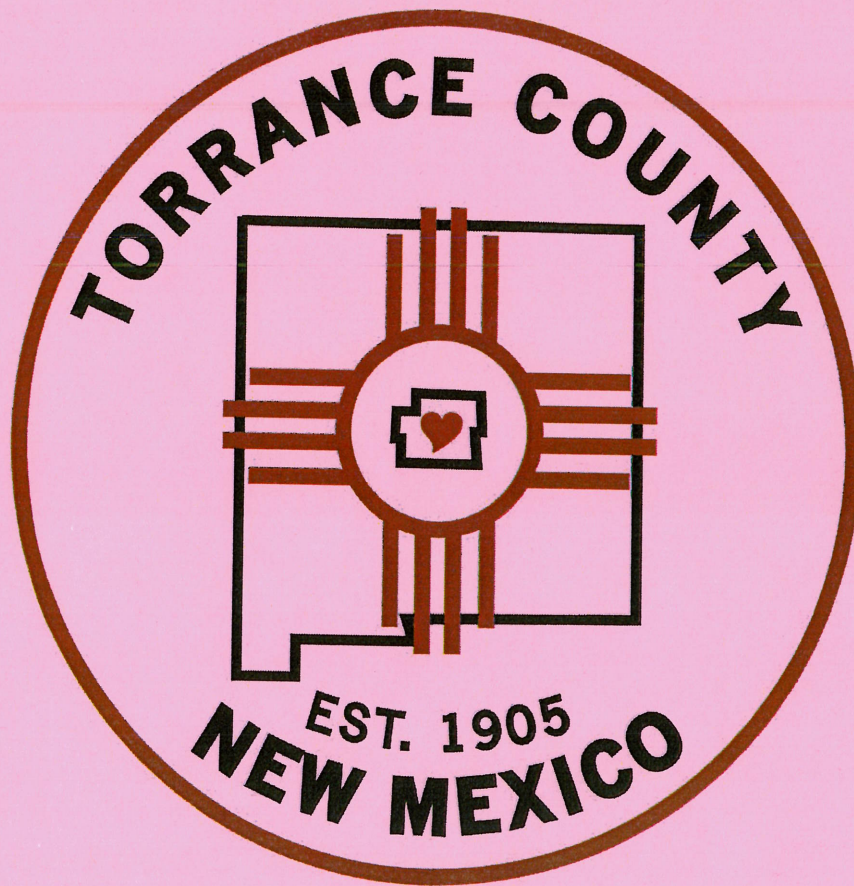
Ryan Schwebach, District 2

Samuel Schropp, District 3

Attest:

County Clerk

Janice Barela, County Manager



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12C

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4700 Main Line (505) 384-5294 Fax
www.torrancecountynm.org



County Commission
Commissioner Kevin McCall, District 1
Commissioner Ryan Schwebach, District 2
Commissioner Samuel D. Schropp, District 3

County Manager
Janice Y. Barela

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY
COMMISSION AGENDA**

This form must be returned to the County Manager's Office **ONLY!**

Deadline for inclusion of an item is **MONDAY, NOON** prior to the subsequent meeting.
All fields must be filled out for consideration.

Name: Amanda Lujan
First Last

Finance/Grants
Department / Company / Organization Name

Today's Date: 2/5/2024

Telephone number/Extension: 544-4309

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: _____

Brief explanation of business to be discussed ACTION DISCUSSION

Approval and signature for IGA 23-H2070. Thirty One Thousand Dollars, (\$31,000), to purchase and equip vehicles for the Estancia senior center in Estancia in Torrance County. Reversion date 6/30/2025.

Is this a Resolution, Contract, Agreement, Grant Application, Other? Agreement

Has this been reviewed by Grant Committee? YES NO If yes, corresponding paperwork must be attached.

Has this been reviewed by the County Attorney? YES NO

If this is a contract, MOU, or Joint Powers Agreement, there must be a signature line for the County Attorney on the original contract.

Has this been reviewed by the Finance Dept? YES NO Finance Initials: 

- No Impact
- Change in current fund
- Raise Budget (allow 45 days after Commission approval)
- Change in funds (allow 45 days after Commission approval)
- Reduction
- Transfer funds (allow 45 days after Commission approval)

**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 _____, 20__, 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 2023, Chapter 199, Section 4, Paragraph 67, 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:

A23H2070 \$31,000 APPROPRIATION REVERSION DATE: 6/30/2025
Laws of 2023, Chapter 199, Section 4, Paragraph 67, Thirty One Thousand Dollars, (\$31,000), to purchase and equip vehicles for the Estancia senior center in Estancia in Torrance County;

The Grantee’s total reimbursements shall not exceed Thirty One Thousand Dollars, (\$31,000) (the “Appropriation Amount”) minus the allocation for Art in Public Places (\$0.00)¹, if applicable, which equals (\$31,000).

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 Optional 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: Janice Barela
Title: County Manager
Address: P.O. Box 48 Estancia, NM 87016
Email: jbarela@tcnm.us
Telephone: 505-544-4703

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: Amanda Lujan
Title: Grants Administrator
Address: P.O. Box 48, Estancia, NM 87016
Email: alujan@tcnm.us
Telephone: 505-544-4309

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: Monica Cordova/Elizabeth Chavez
Title: Project Coordinator/Capital Outlay Bureau Chief
Address: 2550 Cerrillos Road, Santa Fe, NM 87505
Email: monica.cordova@altsd.nm.gov / elizabeth.chavez@altsd.nm.gov
Telephone: 505-709-7982 / 505-365-3804

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 6/30/2025, 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 quarterly 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 (Budget & Formulation Management System). 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.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

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) Twenty (20) days from date of Early Termination; or
- (iii) 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 Wage 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 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.

ARTICLE 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. 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



EXHIBIT 1
ALTSD CAPITAL OUTLAY GRANT
MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT

MONTHLY REPORT PROJECT TITLE: _____ PAY REQUEST NO. _____
(Due on the last day of the month)

Grantee: _____ Grant Number: _____ Reporting Period: _____ DATE: _____
 Grant Expiration Date: _____
 Address: _____ City: _____ State: _____ Zip: _____ Preparer's Name & Phone Number: _____

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold Plan / Design Bid Documents Construction/Improvements Renovation in Process
 Purchase in Process Substantial Completion Project Complete Other (Please specify in narrative section)

Provide a project update and the anticipated timeline for commencement and completion for each phase. (Attach extra sheet if needed)

REQUEST FOR PAYMENT

Grant Amount: _____
 AIPP Amount (Applicable): _____
 Funds Requested to Date: _____
 Amount Requested This Payment: _____
 Grant Balance: _____

VENDOR INVOICE DETAIL (Attach extra sheet if needed)

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
Amount Requested This Payment:			

FINAL REPORT
 Fiscal Year Expenditure Period Ending
(check one)
 (Jan-Jun) (Jul-Dec)
 Fiscal Year: _____

- MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.
- FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.
- PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, are valid expenditures or actual receipts, and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199, and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Grantee Fiscal Officer Signature & Printed Name _____ Grantee Representative Signature & Printed Name (Preparer) _____

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

ALTSD: Fiscal _____ Date _____ ALTSD Capital Projects Bureau _____ Date _____

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

Notice of Obligation to Reimburse Grantee # _____

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.

OPTIONAL 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 FY2022 audit. The Special Conditions identified below apply to the authorized agent, Torrance County.

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the Torrance County 2022 Audit file. Therefore, the criteria to enter into this agreement have been met.

PROJECT DESCRIPTION FORM
SCOPE OF WORK (SOW)

(Please email this completed form to ALTSD in MS Word format)

- 1. **Name of Grantee/ Fiscal Agent:** Torrance County
- 2. **Project Title:** Purchase and Equip Vehicle
- 3. **Grant Agreement Number:** A23H-2070

4. Background Narrative:

The County's vehicle purchase priority for the Estancia Senior Center is to purchase small transportation vehicles. All-wheel drive or four-wheel drive SUVs are planned for purchase to allow passage on rugged, rural and mountain roads, especially during inclement weather. The SUVs can accommodate transportation and could be equipped with portable food service units such as the Cambro Heated Pan Carrier which will fit inside a small SUV to serve as a backup when the hot shot vehicles need maintenance. The County and Presbyterian Medical Services, which operates the senior centers, will collaborate to determine the best vehicle options to meet the needs of Torrance County seniors. In 2020, Torrance County used emergency ALTSD funds to purchase and equip a 4WD Ford F150 with a Hot Shot Food Delivery Body for meal service. The next step for the Estancia Senior Center is to purchase a transportation vehicle; although, it will need to plan for periodic replacement of both transportation and meal delivery vehicles as noted in subsequent years.

5. Work Plan:

The funds provided will be used to purchase a vehicle for the Estancia Senior Center. Torrance County Grants Administrator and Chief Procurement Officer (CPO) will determine the type of vehicle needed with the center providers, Presbyterian Medical Services. The CPO will write out the specification and publish the RFP according to state procurement requirements. When quotes are received they will be reviewed by the CPO, a PMS representative, and others as necessary. The RFP will be awarded based on suggestions from this panel. The vehicle was purchased and delivered to Torrance County

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		
Improvements for Code Compliance		
Equipment *NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Meals Equipment *NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Vehicle Purchase		\$31,000
Other Costs (specify)		
AIPP (if applicable)		
Totals		\$31,000

7. Performance Measures:

- 1) Discussion with center providers about the type of vehicle needed.
- 2) Specifications written.
- 3) RFP published.
- 4) Quotes received and reviewed.
- 5) RFP Awarded
- 6) Delivered to Torrance County.
6. MOU with provider updated to include new vehicle.

Each task will be

8. Results Expected:

The purchase of a vehicle will allow Presbyterian Medical Services to provide services and transportation to seniors in our rural community. This will increase the number of seniors served and improve their mental health and overall quality of life.

9.

Time Frame/ Milestones: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones. *(These are only examples. Insert milestones specific to the proposed project.)*

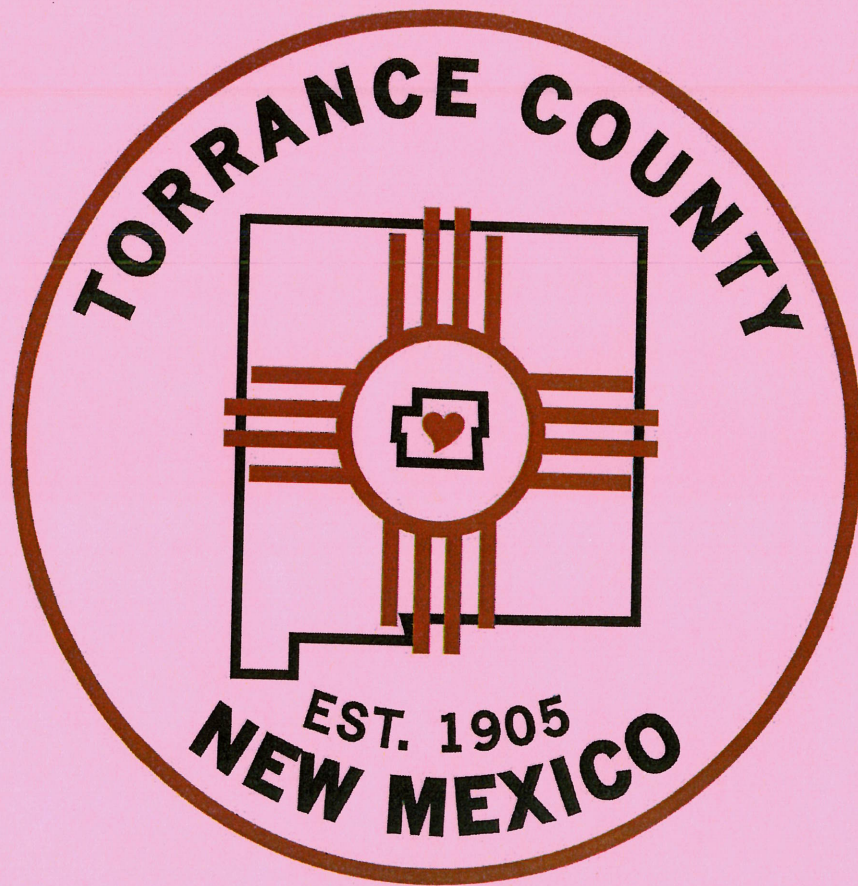
RFP/Quotes Secured	July 2024
Bid Closing	September 2024
Bid Award to Contractor/Vendor	October 2024
<u>Choose the appropriate project-type from below:</u>	<u>Type the number of months appropriate to the project-type:</u>
Meals Equipment – Purchase and Install	
Equipment - Purchase and Install	
Construction	
Renovation	
Code Compliance projects	
Vehicles – Purchase and Equip	November 2024-April 2025
Project Completion & Review	
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	Agreement Received to June 2025

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

Name: Amanda Lujan
Title: Grants Administrator
Address: _____
Email: alujan@tcnm.us
Phone: 505-544-4309

Name: Toni Lowery
Title: Chief Procurement Officer
Address: _____
Email: tlowery@tcnm.us
Phone: 505-544-4720

NOTICE: The Grant Application, if approved for funding by the Aging and Long-Term Services Department (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.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12D

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4700 Main Line (505) 384-5294 Fax
www.torrancecountynm.org



County Commission
Commissioner Kevin McCall, District 1
Commissioner Ryan Schwebach, District 2
Commissioner Samuel D. Schropp, District 3

County Manager
Janice Y. Barela

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY
COMMISSION AGENDA**

This form must be returned to the County Manager's Office **ONLY!**

Deadline for inclusion of an item is **MONDAY, NOON** prior to the subsequent meeting.
All fields must be filled out for consideration.

Name: Amanda Lujan
First Last

Finance/Grants
Department / Company / Organization Name

Today's Date: 2/5/2024

Telephone number/Extension: 544-4309

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: _____

Brief explanation of business to be discussed ACTION DISCUSSION

Approval and signature for IGA 23-H2071. Thirty One Thousand Dollars, (\$31,000), to purchase and equip vehicles for the Moriarty senior center in Moriarty in Torrance County. Reversion date 6/30/2025.

Is this a Resolution, Contract, Agreement, Grant Application, Other? Agreement

Has this been reviewed by Grant Committee? YES NO If yes, corresponding paperwork must be attached.

Has this been reviewed by the County Attorney? YES NO

If this is a contract, MOU, or Joint Powers Agreement, there must be a signature line for the County Attorney on the original contract.

Has this been reviewed by the Finance Dept? YES NO

Finance Initials: 

- No Impact
- Change in current fund
- Raise Budget (allow 45 days after Commission approval)
- Change in funds (allow 45 days after Commission approval)
- Reduction
- Transfer funds (allow 45 days after Commission approval)

**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 _____, 20__, 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 2023, Chapter 199, Section 4, Paragraph 68, 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:

A23H2071 \$31,000.00 APPROPRIATION REVERSION DATE: 6/30/2025
Laws of 2023, Chapter 199, Section 4, Paragraph 68, Thirty One Thousand Dollars, (\$31,000.00), to purchase and equip vehicles for the Moriarty senior center in Torrance County;

The Grantee’s total reimbursements shall not exceed Thirty One Thousand Dollars, (\$31,000.00) (the “Appropriation Amount”) minus the allocation for Art in Public Places (\$0.00)¹, if applicable, which equals Thirty One Thousand Dollars (\$31,000.00) (the “Adjusted Appropriation Amount”).

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

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.

appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

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 Optional 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

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.

- 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 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: Janice Barela
Title: County Manager
Address: P.O. Box 48, Estancia, NM 87016
Email: jbarela@tcnm.us
Telephone: 505-544-4703

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: Amanda Lujan
Title: Grants Administrator
Address: P.O. Box 48, Estancia, NM 87016
Email: alujan@tcnm.us
Telephone: 505-544-4309

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: Monica Cordova/Elizabeth Chavez
Title: Project Coordinator/Capital Outlay Bureau Chief
Address: 2550 Cerrillos Road, Santa Fe, NM 87505
Email: monica.cordova@altsd.nm.gov / elizabeth.chavez@altsd.nm.gov
Telephone: 505-709-7982 / 505-365-3804

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 6/30/2025, 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 quarterly 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 (Budget & Formulation Management System). 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.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

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) Twenty (20) days from date of Early Termination; or
- (iii) 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 Wage 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.

ARTICLE 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. 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 # _____

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.

**OPTIONAL 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 FY2022 audit. The Special Conditions identified below apply to the authorized agent, Torrance County.

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The Torrance County was required to and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the Torrance County 2022 Audit file. Therefore, the criteria to enter into this agreement have been met.

PROJECT DESCRIPTION FORM
SCOPE OF WORK (SOW)

(Please email this completed form to ALTSD in MS Word format)

- 1. **Name of Grantee/ Fiscal Agent:** Torrance County
- 2. **Project Title:** Purchase and Equip Vehicle
- 3. **Grant Agreement Number:** A23H-2071

4. Background Narrative:

The County's vehicle purchase priority for the Moriarity Senior Center is to purchase small transportation vehicles. All-wheel drive or four-wheel drive SUVs are planned for purchase to allow passage on rugged, rural and mountain roads, especially during inclement weather. The SUVs can accommodate transportation and could be equipped with portable food service units such as the Cambro Heated Pan Carrier which will fit inside a small SUV to serve as a backup when the hot shot vehicles need maintenance. The County and Presbyterian Medical Services, which operates the senior centers, will collaborate to determine the best vehicle options to meet the needs of Torrance County seniors. In 2020, Torrance County used emergency ALTSD funds to purchase and equip a 4WD Ford F150 with a Hot Shot Food Delivery Body for meal service. The next step for the Estancia Senior Center is to purchase a transportation vehicle; although, it will need to plan for periodic replacement of both transportation and meal delivery vehicles as noted in subsequent years.

5. Work Plan:

The funds provided will be used to purchase a vehicle for the Moriarity Senior Center. Torrance County Grants Administrator and Chief Procurement Officer (CPO) will determine the type of vehicle needed with the center providers, Presbyterian Medical Services. The CPO will write out the specification and publish the RFP according to state procurement requirements. When quotes are received, they will be reviewed by the CPO, a PMS representative, and others as necessary. The RFP will be awarded based on suggestions from this panel. The vehicle was purchased and delivered to Torrance County

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		
Improvements for Code Compliance		
Equipment *NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Meals Equipment		

*NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Vehicle Purchase		\$31,000
Other Costs (specify)		
AIPP (if applicable)		
Totals		\$31,000

7. Performance Measures:

- 1) Discussion with center providers about the type of vehicle needed.
- 2) Specifications written.
- 3) RFP published.
- 4) Quotes received and reviewed.
- 5) RFP Awarded
- 6) Delivered to Torrance County.
6. MOU with provider updated to include new vehicle.

Each task will be

8. Results Expected:

The purchase of a vehicle will allow Presbyterian Medical Services to provide services and transportation to seniors in our rural community. This will increase the number of seniors served and improve their mental health and overall quality of life.

9.

Time Frame/ Milestones: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones.
(These are only examples. Insert milestones specific to the proposed project.)

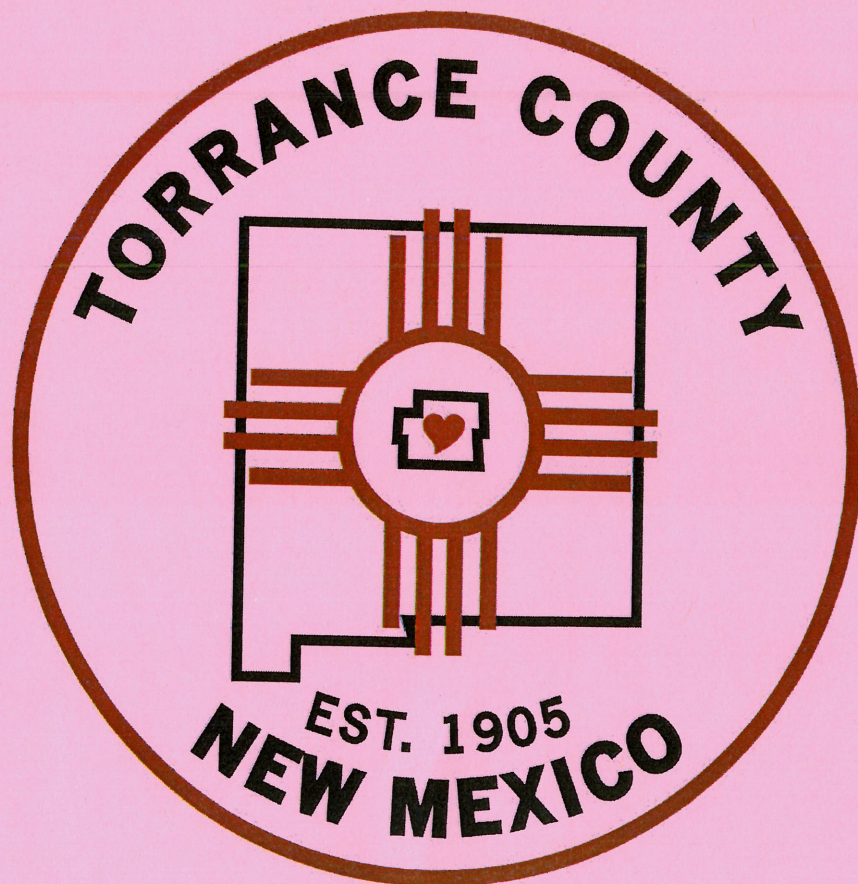
RFP/Quotes Secured	July 2024
Bid Closing	September 2024
Bid Award to Contractor/Vendor	October 2024
<u>Choose the appropriate project-type from below:</u>	<u>Type the number of months appropriate to the project-type:</u>
Meals Equipment – Purchase and Install	
Equipment - Purchase and Install	
Construction	
Renovation	
Code Compliance projects	
Vehicles – Purchase and Equip	November 2024-April 2025
Project Completion & Review	
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	Agreement Received to June 2025

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

Name: Amanda Lujan
Title: Grants Administrator
Address: _____
Email: alujan@tcnm.us
Phone: 505-544-4309

Name: Toni Lowery
Title: Chief Procurement Officer
Address: _____
Email: tlowery@tcnm.us
Phone: 505-544-4720

NOTICE: The Grant Application, if approved for funding by the Aging and Long-Term Services Department (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.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12E

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4700 Main Line (505) 384-5294 Fax
www.torrancecountynm.org



County Commission
Commissioner Kevin McCall, District 1
Commissioner Ryan Schwebach, District 2
Commissioner Samuel D. Schropp, District 3

County Manager
Janice Y. Barela

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY
COMMISSION AGENDA**

This form must be returned to the County Manager's Office **ONLY!**

Deadline for inclusion of an item is **MONDAY, NOON** prior to the subsequent meeting.
All fields must be filled out for consideration.

Name: Amanda Lujan
First Last

Finance/Grants
Department / Company / Organization Name

Today's Date: 2/5/2024

Telephone number/Extension: 544-4309

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: _____

Brief explanation of business to be discussed ACTION DISCUSSION

Approval and signature for IGA 23-H2073. Thirty One Thousand Dollars, (\$31,000), to purchase and equip vehicles for the Mountainair senior center in Mountainair in Torrance County. Reversion date 6/30/2025.

Is this a Resolution, Contract, Agreement, Grant Application, Other? Agreement

Has this been reviewed by Grant Committee? YES NO If yes, corresponding paperwork must be attached.

Has this been reviewed by the County Attorney? YES NO

If this is a contract, MOU, or Joint Powers Agreement, there must be a signature line for the County Attorney on the original contract.

Has this been reviewed by the Finance Dept? YES NO

Finance Initials: 

- No Impact
- Change in current fund
- Raise Budget (allow 45 days after Commission approval)
- Change in funds (allow 45 days after Commission approval)
- Reduction
- Transfer funds (allow 45 days after Commission approval)

**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 _____, 20__, 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 2023, Chapter 199, Section 4, Paragraph 70, 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:

A23H2073 \$31,000.00 APPROPRIATION REVERSION DATE: 6/30/2025
Laws of 2023, Chapter 199, Section 4, Paragraph 70, Thirty One Thousand Dollars, (\$31,000.00), to purchase and equip vehicles for the Mountainair senior center in Mountainair in Torrance County;

The Grantee's total reimbursements shall not exceed Thirty One Thousand Dollars, (\$31,000) (the "Appropriation Amount") minus the allocation for Art in Public Places (\$0.00)¹, if applicable, which equals Thirty One Thousand Dollars (\$31,000.00)(the "Adjusted Appropriation Amount").

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 Optional 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: Janice Barela
Title: County Manager
Address: P.O. Box 48, Estancia, NM 87016
Email: jbarela@tcnm.us
Telephone: 505-544-4703

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: Amanda Lujan
Title: Grants Administrator
Address: P.O. Box 48, Estancia, NM 87016
Email: alujan@tcnm.us
Telephone: 505-544-4309

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: Monica Cordova/Elizabeth Chavez
Title: Project Coordinator/Capital Outlay Bureau Chief
Address: 2550 Cerrillos Road, Santa Fe, NM 87505
Email: monica.cordova@altsd.nm.gov / elizabeth.chavez@altsd.nm.gov
Telephone: 505-709-7982 / 505-365-3804

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 6/30/2025, 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 quarterly 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 (Budget & Formulation Management System). 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.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

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) Twenty (20) days from date of Early Termination; or
- (iii) 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 Wage 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.

ARTICLE 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. 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 # _____

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.

OPTIONAL 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 FY2022 audit. The Special Conditions identified below apply to the authorized agent, Torrance County.

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The Torrance County was required to and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the Torrance County 2022 Audit file. Therefore, the criteria to enter into this agreement have been met.

SCOPE OF WORK

PROJECT DESCRIPTION FORM
SCOPE OF WORK (SOW)

(Please email this completed form to ALTSD in MS Word format)

1. **Name of Grantee/ Fiscal Agent:** Torrance County
2. **Project Title:** Purchase and Equip Vehicle
3. **Grant Agreement Number:** A23H-2073

4. Background Narrative:

The County's vehicle purchase priority for the Mountainair Senior Center is to purchase small transportation vehicles. All-wheel drive or four-wheel drive SUVs are planned for purchase to allow passage on rugged, rural and mountain roads, especially during inclement weather. The SUVs can accommodate transportation and could be equipped with portable food service units such as the Cambro Heated Pan Carrier which will fit inside a small SUV to serve as a backup when the hot shot vehicles need maintenance. The County and Presbyterian Medical Services, which operates the senior centers, will collaborate to determine the best vehicle options to meet the needs of Torrance County seniors. In 2020, Torrance County used emergency ALTSD funds to purchase and equip a 4WD Ford F150 with a Hot Shot Food Delivery Body for meal service. The next step for the Estancia Senior Center is to purchase a transportation vehicle; although, it will need to plan for periodic replacement of both transportation and meal delivery vehicles as noted in subsequent years.

5. Work Plan:

The funds provided will be used to purchase a vehicle for the Estancia Senior Center. Torrance County Grants Administrator and Chief Procurement Officer (CPO) will determine the type of vehicle needed with the center providers, Presbyterian Medical Services. The CPO will write out the specification and publish the RFP according to state procurement requirements. When quotes are received they will be reviewed by the CPO, a PMS representative, and others as necessary. The RFP will be awarded based on suggestions from this panel. The vehicle was purchased and delivered to Torrance County

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		
Improvements for Code Compliance		
Equipment *NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Meals Equipment *NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Vehicle Purchase		\$31,000
Other Costs (specify)		
AIPP (if applicable)		
Totals		\$31,000

7. Performance Measures:

- 1) Discussion with center providers about the type of vehicle needed.
- 2) Specifications written.
- 3) RFP published.
- 4) Quotes received and reviewed.
- 5) RFP Awarded
- 6) Delivered to Torrance County.
6. MOU with provider updated to include new vehicle.

Each task will be

8. Results Expected:

The purchase of a vehicle will allow Presbyterian Medical Services to provide services and transportation to seniors in our rural community. This will increase the number of seniors served and improve their mental health and overall quality of life.

9.

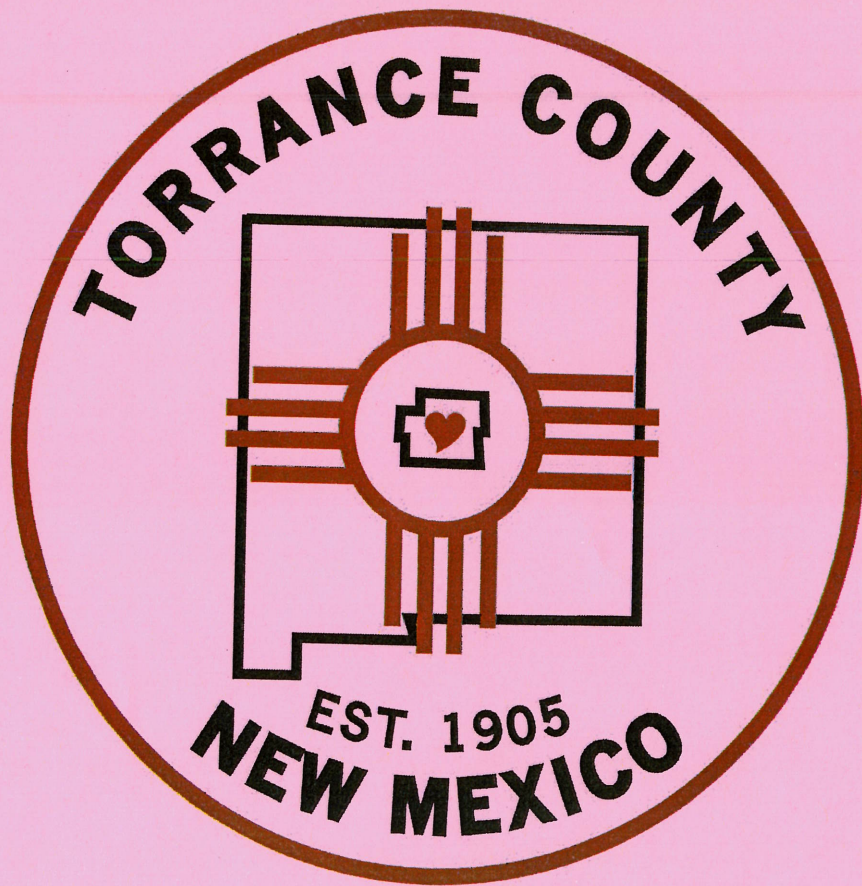
Time Frame/ Milestones: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones. (These are only examples. Insert milestones specific to the proposed project.)	
RFP/Quotes Secured	July 2024
Bid Closing	September 2024
Bid Award to Contractor/Vendor	October 2024
<i>Choose the appropriate project-type from below:</i>	<i>Type the number of months appropriate to the project-type:</i>
Meals Equipment – Purchase and Install	
Equipment - Purchase and Install	
Construction	
Renovation	
Code Compliance projects	
Vehicles – Purchase and Equip	November 2024-April 2025
Project Completion & Review	
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	Agreement Received to June 2025

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

Name: Amanda Lujan
 Title: Grants Administrator
 Address: _____
 Email: alujan@tcnm.us
 Phone: 505-544-4309

Name: Toni Lowery
 Title: Chief Procurement Officer
 Address: _____
 Email: tlowery@tcnm.us
 Phone: 505-544-4720

NOTICE: The Grant Application, if approved for funding by the Aging and Long-Term Services Department (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.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12F

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4700 Main Line (505) 384-5294 Fax
www.torrancecountynm.org



County Commission
Commissioner Kevin McCall, District 1
Commissioner Ryan Schwebach, District 2
Commissioner Samuel D. Schropp, District 3

County Manager
Janice Y. Barela

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY
COMMISSION AGENDA**

This form must be returned to the County Manager's Office **ONLY!**

Deadline for inclusion of an item is **MONDAY, NOON** prior to the subsequent meeting.
All fields must be filled out for consideration.

Name: Amanda Lujan
First Last

Finance/Grants
Department / Company / Organization Name

Today's Date: 2/5/2024

Telephone number/Extension: 544-4309

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: _____

Brief explanation of business to be discussed ACTION DISCUSSION

Approval and signature for IGA 23-H2072. Seventy Six Thousand, Fifty Dollars, (\$76,050.00), for renovations to the Mountainair senior center in Mountainair in Torrance County; Reversion Date 6/30/2027

Is this a Resolution, Contract, Agreement, Grant Application, Other? Agreement

Has this been reviewed by Grant Committee? YES NO If yes, corresponding paperwork must be attached.

Has this been reviewed by the County Attorney? YES NO

If this is a contract, MOU, or Joint Powers Agreement, there must be a signature line for the County Attorney on the original contract.

Has this been reviewed by the Finance Dept? YES NO

Finance Initials: 

- No Impact
- Change in current fund
- Raise Budget (allow 45 days after Commission approval)
- Change in funds (allow 45 days after Commission approval)
- Reduction
- Transfer funds (allow 45 days after Commission approval)

**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 _____, 20__, 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 2023, Chapter 199, Section 4, Paragraph 69, 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:

A23H2072 \$76,050.00 APPROPRIATION REVERSION DATE: 6/30/2027
Laws of 2023, Chapter 199, Section 4, Paragraph 69, Seventy Six Thousand, Fifty Dollars, (\$76,050.00), for renovations to the Mountainair senior center in Mountainair in Torrance County;

The Grantee’s total reimbursements shall not exceed Seventy Six Thousand, Fifty Dollars, (\$76,050.00) (the “Appropriation Amount”) minus the allocation for Art in Public Places (\$0.00)¹, if applicable, which equals Seventy Six Thousand, Fifty Dollars(\$76,050.00).

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

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.

appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

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 Optional 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

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.

- 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 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: Janice Barela
Title: County Manager
Address: P.O. Box 48, Estancia, NM 87016
Email: jbarela@tcnm.us
Telephone: 505-544-4703

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: Amanda Lujan
Title: Grants Administrator
Address: P.O. Box 48, Estancia, NM 87016
Email: alujan@tcnm.us
Telephone: 505-544-4309

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: Monica Cordova/Elizabeth Chavez
Title: Project Coordinator/Capital Outlay Bureau Chief
Address: 2550 Cerrillos Road, Santa Fe, NM 87505
Email: monica.cordova@altsd.nm.gov / elizabeth.chavez@altsd.nm.gov
Telephone: 505-709-7982 / 505-365-3804

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 6/30/2027, 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 quarterly 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 (Budget & Formulation Management System). 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.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

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) Twenty (20) days from date of Early Termination; or
- (iii) 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 Wage 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.

ARTICLE 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. 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



EXHIBIT 1
ALTSD CAPITAL OUTLAY GRANT
MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT

MONTHLY REPORT PROJECT TITLE: _____ PAY REQUEST NO. _____
(Due on the last day of the month)

Grantee: _____ Grant Number: _____ Reporting Period: _____ DATE: _____
 Grant Expiration Date: _____
 Address: _____ City _____ State _____ Zip _____ Preparer's Name & Phone Number: _____

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold Plan / Design Bid Documents Construction Improvements Renovation in Process
 Purchase in Process Substantial Completion Project Complete Other (Please specify in narrative section)

Provide a project update and the anticipated timeline for commencement and completion for each phase. (Attach extra sheet if needed)

REQUEST FOR PAYMENT

Grant Amount: _____
 AIPP Amount (if applicable) _____
 Funds Requested to Date: _____
 Amount Requested This Payment: _____
 Grant Balance: _____

VENDOR INVOICE DETAIL (Attach extra sheet if needed)

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
Amount Requested This Payment:			

FINAL REPORT
 Fiscal Year Expenditure Period Ending
 (check one)
 (Jan-Jun) (Jul-Dec)
 Fiscal Year: _____

- MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.
- FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.
- PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; and that the grant activity is in full compliance with Article IX, Sec. 24 of the New Mexico Constitution known as the "anti-donation" clause.

 Grantee Fiscal Officer Signature & Printed Name

 Grantee Representative Signature & Printed Name (Preparer)

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

ALTSD Fiscal _____ Date _____ ALTSD Capital Projects Bureau _____ Date _____

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

Notice of Obligation to Reimburse Grantee # _____

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.

OPTIONAL 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 FY2022 audit. The Special Conditions identified below apply to the authorized agent, Torrance County.

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The Torrance County was required to and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the Torrance County2022 Audit file. Therefore, the criteria to enter into this agreement have been met.

SCOPE OF WORK

PROJECT DESCRIPTION FORM

SCOPE OF WORK (SOW)

(Please email this completed form to ALTSD in MS Word format)

1. **Name of Grantee/ Fiscal Agent:** Torrance County
2. **Project Title:** Mountainair Senior CTR – REN
3. **Grant Agreement Number:** A23H-2072

4. Background Narrative:

Torrance County Department Heads and Elected Officials were invited to request new projects or update projects listed on the FY2022-FY2026 ICIP. The Torrance County ICIP Work Group held two meetings to review all proposed projects to assess feasibility, identify potential funding sources, and develop recommendations for the Board of County Commissioners (BOCC). The Grants to voice comments and concerns regarding the capital projects during two regularly scheduled BOCC meetings. Meetings announcements and agenda were posted on the Torrance County website (<http://torrancecountynm.org>). During the meetings, the Grants Manager presented PowerPoint summaries, and the BOCC lead discussions regarding the projects. The first meeting was held on August 25, 2021. The second meeting was held on September 8, 2021. During the September meeting, the BOCC prioritized the projects and adopted the final ICIP as settled upon during the meeting with Resolution 2021-35.

In 2019 per the ACS, 34.9% of residents were over 60 years of age and 10.2% of residents age 65+ were impoverished. We must be responsive to this growth to adequately serve older residents. In addition, food insecurity is a problem countywide, due to few food outlets and the absence of public transportation. We seek to meet the nutritional issues/food insecurity of the growing population of older persons throughout Torrance County and to improve their quality of life providing them safe areas to meet for meals and socialization. Torrance County in collaboration with Presbyterian Medical Services (PMS), which operates the senior centers in Torrance County, has identified projects to improve the quality of life and safety of our senior citizens and their families. Updated facilities will enhance the effectiveness of services and solve safety concerns.

5. Work Plan:

Torrance County will plan, renovate, repair/construct, and equip the Mountainair Senior Center. Identify remaining renovation projects with contractor from previous ALTSD funding. Projects may include When each section is completed the Project Manager will be completed and a site visit conducted. Renovations may include the following in this anticipated order of completion: 1) replace subfloor and carpeting, 2) install new electrical distribution systems, 3) repair interior walls, 4) repair ceilings, 5) install carport, 6) install a photovoltaic system, 7) install a split HVAC system in the shuffleboard court, and 8) resurface parking lot.

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		76,050
Improvements for Code Compliance		
Equipment *NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Meals Equipment *NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Vehicle Purchase		
Other Costs (specify)		
Art in Public Places		
AIPP (if applicable)		
Totals		76050

7. Performance Measures:

Meeting and tour of facilities with contractor and Facilities Manager to identify remaining renovations needed, after which a project estimate and order of completion will be submitted to the Manager for approval. Renovations will commence in the order recommended by the contractor and Facilities Manager. When each section is completed the Project Manager will review documentation, and a site visit conducted. Renovations may include the following in this anticipated order of completion: 1) replace subfloor and carpeting, 2) install new electrical distribution systems, 3) repair interior walls, 4) repair ceilings, 5) install carport, 6) install a photovoltaic system, 7) install a split HVAC system in the shuffleboard court, 8) resurface parking lot.

8. Results Expected: To complete listed building renovations to solve current safety concerns and enhance the effectiveness of senior programming of the Mountainair Senior Center

9.

Time Frame/ Milestones: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones.
(These are only examples. Insert milestones specific to the proposed project.)

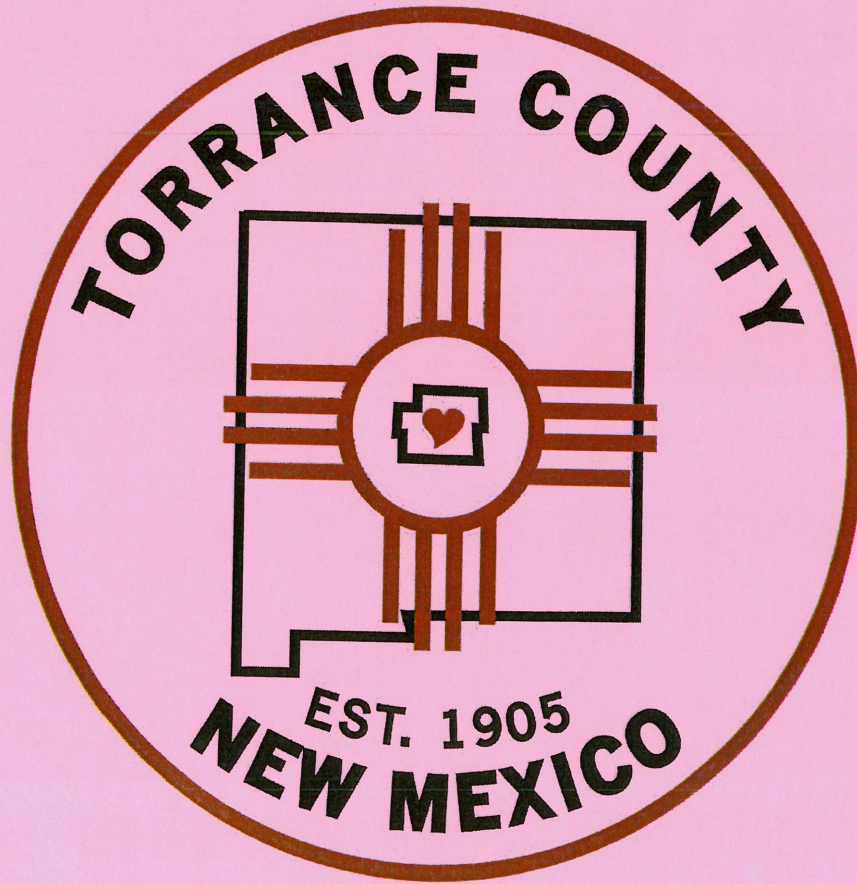
RFP/Quotes Secured	January 2024
Bid Closing	January 2024
Bid Award to Contractor/Vendor	March 2024
<u>Choose the appropriate project-type from below:</u>	<u>Type the number of months appropriate to the project-type:</u>
Meals Equipment – Purchase and Install	
Equipment - Purchase and Install	
Construction	
Renovation	April 2024 – April 2026
Replace Subfloor and Carpeting	August 2024
Install new electrical distribution system	November 2025
Repair Interior Walls	January 2026
Repair Ceilings	March 2026
Install Carport	February 2026
Install split HVAC in shuffleboard court	April 2026
Code Compliance projects	
Vehicles – Purchase and Equip	
Project Completion & Review	April -June 2026
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	December 2023 -June 2026

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

Name: Amanda Lujan
Title: Grants Administrator
Email: alujan@tcnm.us
Phone: 505-544-4309

Name: Misty Witt
Title: Finance Director
Address: PO BOX 48, 205 S Ninth Street, Estancia, New Mexico 87016
Email: mwitt@tcnm.us
Phone: 505-544-4730

NOTICE: The Grant Application, if approved for funding by the Aging and Long-Term Services Department (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.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12G

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4700 Main Line (505) 384-5294 Fax
www.torrancecountynm.org



County Commission
Commissioner Kevin McCall, District 1
Commissioner Ryan Schwebach, District 2
Commissioner Samuel D. Schropp, District 3

County Manager
Janice Y. Barela

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY
COMMISSION AGENDA**
This form must be returned to the County Manager's Office **ONLY!**

Deadline for inclusion of an item is **MONDAY, NOON** prior to the subsequent meeting.
All fields must be filled out for consideration.

Name: Amanda Lujan Grants/DWI
First Last Department / Company / Organization Name

Today's Date: 1-29-2024 Telephone number/Extension: 544-4309

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: 2-14-2024

Brief explanation of business to be discussed ACTION DISCUSSION

Approval and Signature for Statement of Assurances for LDWI Grant Application FY25.

Is this a Resolution, Contract, Agreement, Grant Application, Other? Approval

Has this been reviewed by Grant Committee? YES NO If yes, corresponding paperwork must be attached.

Has this been reviewed by the County Attorney? YES NO

If this is a contract, MOU, or Joint Powers Agreement, there must be a signature line for the County Attorney on the original contract.

Has this been reviewed by the Finance Dept? YES NO Finance Initials: _____

- No Impact
- Change in current fund
- Raise Budget (allow 45 days after Commission approval)
- Change in funds (allow 45 days after Commission approval)
- Reduction
- Transfer funds (allow 45 days after Commission approval)

STATEMENT OF ASSURANCES

Local DWI Grant and Distribution Program

Fiscal Year 2025: July 1, 2024 – June 30, 2025

The applicant hereby assures and certifies compliance with the following statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the New Mexico Local DWI Grant and Distribution Program:

1. Compliance with the provisions of the New Mexico Local DWI Grant Program Act, Sections 11-6A-1 through 11-6A-6 NMSA 1978 as amended, the NMAC Title 2, Chapter 110 Part 4 Regulations, and the approved LDWI Guidelines.
2. The applicant has the responsibility and legal authority to receive and expend funds as described in the grant and distribution project description, as well as to finance the grantee share (minimum 10%) of costs of the project, including all project overruns.
3. Compliance with the State Procurement Code, Sections 13-1-21 through 13-1-199, NMSA 1978 as amended, with the exception of Home Ruled Governments. All project-related services, activities or programs done through a service provider must be implemented through a professional services contract. Any project-related contract, subcontract, or agreement and related amendments, providing services to the grant or distribution program, must be submitted for administrative review by the Local Government Division prior to execution.
4. Adherence to all financial, accounting, and reporting requirements of the Department of Finance and Administration. Distribution programs will include the Exhibit F, the Local DWI Distribution Fund Financial Status Report. Grant programs will include the Local DWI Program Request for Payment/Financial Status Report, Exhibit D. The said reports shall include a narrative of successes and challenges, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the Quarterly Client Data Report, the Managerial Data Set (MDS) Report, Planning Council meeting agendas and minutes, and such other information following the objectives of the county's evaluation as may be of assistance to the Division in its evaluation.
5. Compliance with the requirement to not budget, nor expend, any of the grant amount awarded or the amount distributed for **indirect administrative costs** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall document all direct program administrative expenditures and in-kind/match administrative expenditures.
6. Compliance with the requirement to not budget, nor expend, greater than **ten percent** of the grant amount awarded or the amount distributed for **capital purchases** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall

specify all capital purchases. The **ten percent cap for capital purchases does not apply to the Detoxification Grants.**

7. Compliance with all required reports, including but not limited to: the first quarter narrative and fiscal reports due on the last working day of October; the second quarter narrative and fiscal reports due on the last working day of January; and the third quarter narrative and fiscal reports due on the last working day of April; the fourth and the final quarter Grant Fiscal report due by the 10th of July and the fourth and final narrative and distribution fiscal reports for the fiscal year due the last working day of July. Annual protocols for the screening, treatment, and compliance monitoring components are due the last working day of July for the current fiscal year. The annual reports which include program evaluation are due the last working day of August for the prior fiscal year.
8. Compliance with the current Local DWI Grant Program Screening Guidelines. To avoid any conflict of interest, or appearance of conflict of interest, screeners should not be affiliated with any contracted treatment agency. Clients will be given options (a list of available providers) for alcohol related treatment and will not be *mandated* to a particular treatment agency.
9. If applicable to the applicant, compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Department of Health and Human Services regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
10. Any distribution program under run amount for the fiscal year must be returned to the Local DWI Grant Fund by September 30 of the following fiscal year. Failure to remit an under run to the Local DWI Grant Fund will cause suspension of grant reimbursements and/or future distributions until the remittance is made.
11. Grant program under runs revert to the Local DWI Grant Fund.
12. Compliance with all applicable conditions and requirements prescribed by the Division in relation to receipt/accountability of State Funds.
13. The grant applicant will follow the scope of work for the grant program, as negotiated with the Local Government Division, and in accordance with the local planning council's approved plan. The applicant will submit any proposed modifications/amendments to the scope of work to the Division for its approval, prior to execution.
14. The distribution program applicant will follow the local planning council's application as approved by DWI Grant Council in the application review process. The applicant will submit any proposed modifications/amendments to this proposal to the Division for its written approval, prior to execution of changes to programs.

15. Compliance with conflict of interest prohibitions whereby no member, officer, or employee of the grant or the distribution program, or its designee or agents, no voting member of the local planning council or of the governing body of the locality in which the program is situated, and no other public official of such locality who exercises any functions or responsibilities with respect to the program during his/her tenure (or for one year thereafter) shall have any interest, direct or indirect, in any contract or subcontract for work to be performed in the program. The grant and/or the distribution program shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of these stated provisions.
16. Compliance with the maintenance of records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the grant or distribution agreement period, the purpose of undertaking for which such funds were used and the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC.
17. The applicant will provide access to authorized State officials and representatives of all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project in order to make audits, examinations, excerpts and transcripts.
18. The applicant will provide DFA's auditor and evaluator timely access to all program records and information. Additionally, the applicant will assure that records of subcontractors working for the applicant are retained and made available to DFA's auditor and evaluator.

County Commission Chairperson (or Designee) (Please Print)

Signature

Date

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County Commission Chairperson (or Designee) (Please Print)

Signature

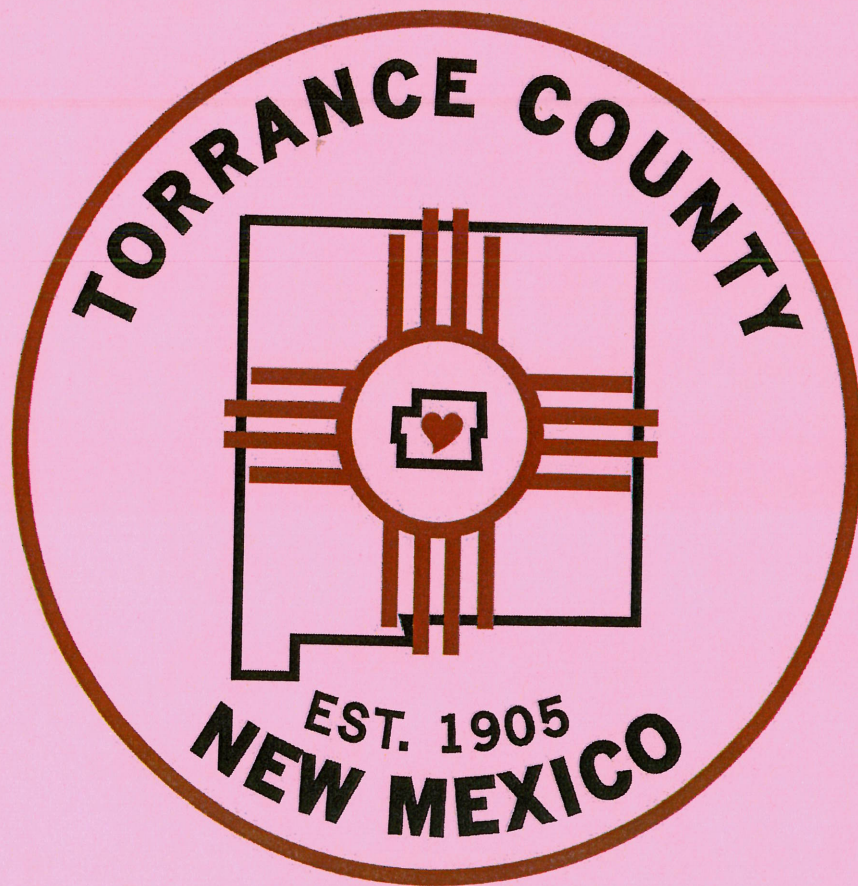
Date

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County Commission Chairperson (or Designee) (Please Print)

Signature

Date



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12H

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4700 Main Line (505) 384-5294 Fax
www.torrancecountynm.org



County Commission
Commissioner Kevin McCall, District 1
Commissioner Ryan Schwebach, District 2
Commissioner Samuel D. Schropp, District 3

County Manager
Janice Y. Barela

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY
COMMISSION AGENDA**

This form must be returned to the County Manager's Office **ONLY!**

Deadline for inclusion of an item is **MONDAY, NOON** prior to the subsequent meeting.
All fields must be filled out for consideration.

Name: Amanda Lujan
First Last

Finance/Grants
Department / Company / Organization Name

Today's Date: 1/29/2024

Telephone number/Extension: 544-4309

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: 2/14/2024

Brief explanation of business to be discussed ACTION DISCUSSION

Approval and signature of MOU with New Mexico DFA/Local Government/LDWI Program.

Is this a Resolution, Contract, Agreement, Grant Application, Other? Approval

Has this been reviewed by Grant Committee? YES NO If yes, corresponding paperwork must be attached.

Has this been reviewed by the County Attorney? YES NO

If this is a contract, MOU, or Joint Powers Agreement, there must be a signature line for the County Attorney on the original contract.

Has this been reviewed by the Finance Dept? YES NO Finance Initials: _____

- No Impact
- Change in current fund
- Raise Budget (allow 45 days after Commission approval)
- Change in funds (allow 45 days after Commission approval)
- Reduction
- Transfer funds (allow 45 days after Commission approval)

MEMORANDUM OF UNDERSTANDING

The Torrance County DWI Program (hereinafter referred to as the "Program") and the New Mexico Department of Finance and Administration/Local Government Division/Driving While Intoxicated Program (hereinafter referred to as "Division") hereby exchange the following assurances and enter the following Memorandum of Understanding (MOU):

The Division assures:

1. That Division is in full compliance with the provisions concerning security for records and research activities in accordance with Federal Confidentiality regulations, 42 CFR Part 2.16 and 2.52.
2. That client identifying information will not be re-disclosed except back to the Program from which the information was obtained, or according to the terms of this MOU.
3. That in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, the Division acknowledges it is bound by the provisions of the Federal confidentiality regulations, 42 CFR Part 2.
4. That the Division shall undertake to resist any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the Federal confidentiality regulations, 42 CFR Part 2.
5. That the Division is not a "covered entity" as defined by the Department of Health and Human Services Regulations entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA); (the HIPAA Regulations).
6. That the Division shall never possess treatment or maintain any "individually identifiable health information" or transmit "protected health information" as defined by the HIPAA Regulations and in the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

The Program agrees to:

1. Upon request, provide the Division or other parties authorized with client records for those clients provided services through the Local Government Division DWI Grant Program, for the purpose of conducting outcome

monitoring research activities, and evaluation of LDWI Program interventions.

2. If applicable, comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and the Department of Health and Human Services Regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
3. Report or transmit data to the Division that deletes and contains no "individually identifiable health information" or "protected health information" as defined by the HIPAA Regulations and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

County Commission Chairperson (or Designee)
(Please Print)

Signature

Date

Wesley Billingsley, Director
Local Government Division

Date

MEMORANDUM OF UNDERSTANDING

The Torrance County DWI Program (hereinafter referred to as the "Program") and the New Mexico Department of Finance and Administration/Local Government Division/Driving While Intoxicated Program (hereinafter referred to as "Division") hereby exchange the following assurances and enter the following Memorandum of Understanding (MOU):

The Division assures:

1. That Division is in full compliance with the provisions concerning security for records and research activities in accordance with Federal Confidentiality regulations, 42 CFR Part 2.16 and 2.52.
2. That client identifying information will not be re-disclosed except back to the Program from which the information was obtained, or according to the terms of this MOU.
3. That in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, the Division acknowledges it is bound by the provisions of the Federal confidentiality regulations, 42 CFR Part 2.
4. That the Division shall undertake to resist any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the Federal confidentiality regulations, 42 CFR Part 2.
5. That the Division is not a "covered entity" as defined by the Department of Health and Human Services Regulations entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA); (the HIPAA Regulations).
6. That the Division shall never possess treatment or maintain any "individually identifiable health information" or transmit "protected health information" as defined by the HIPAA Regulations and in the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

The Program agrees to:

1. Upon request, provide the Division or other parties authorized with client records for those clients provided services through the Local Government Division DWI Grant Program, for the purpose of conducting outcome

monitoring research activities, and evaluation of LDWI Program interventions.

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County Commission Chairperson (or Designee)
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Wesley Billingsley, Director
Local Government Division

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County Commission Chairperson (or Designee)
(Please Print)

Signature

Date

Wesley Billingsley, Director
Local Government Division

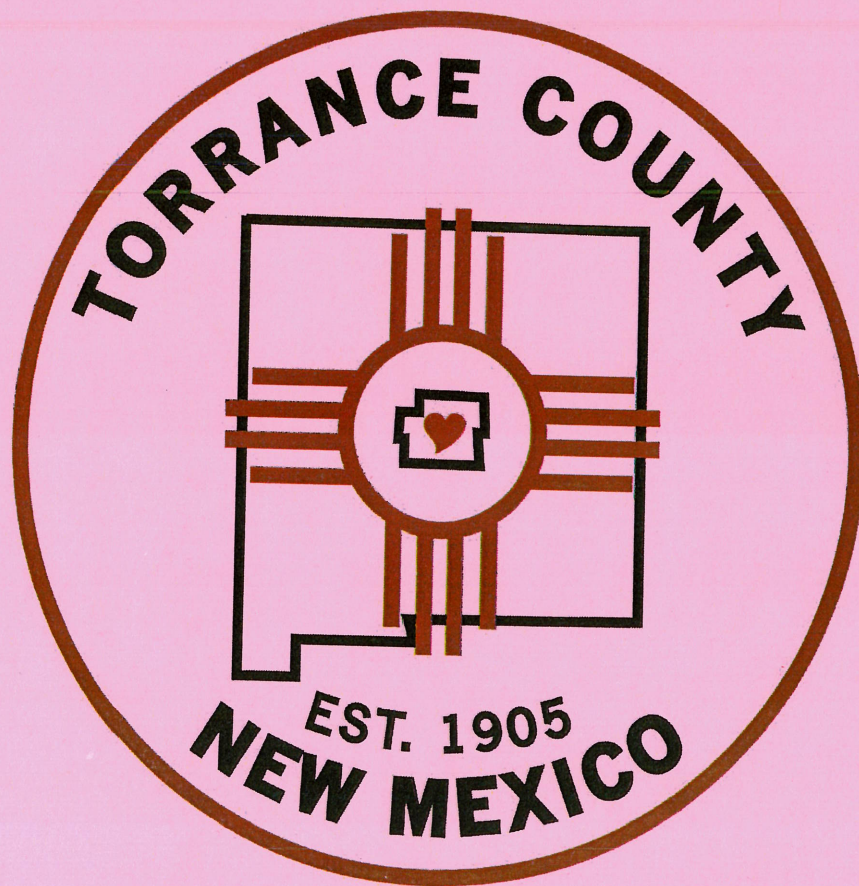
Date

15. Compliance with conflict of interest prohibitions whereby no member, officer, or employee of the grant or the distribution program, or its designee or agents, no voting member of the local planning council or of the governing body of the locality in which the program is situated, and no other public official of such locality who exercises any functions or responsibilities with respect to the program during his/her tenure (or for one year thereafter) shall have any interest, direct or indirect, in any contract or subcontract for work to be performed in the program. The grant and/or the distribution program shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of these stated provisions.
16. Compliance with the maintenance of records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the grant or distribution agreement period, the purpose of undertaking for which such funds were used and the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC.
17. The applicant will provide access to authorized State officials and representatives of all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project in order to make audits, examinations, excerpts and transcripts.
18. The applicant will provide DFA's auditor and evaluator timely access to all program records and information. Additionally, the applicant will assure that records of subcontractors working for the applicant are retained and made available to DFA's auditor and evaluator.

County Commission Chairperson (or Designee) (Please Print)

Signature

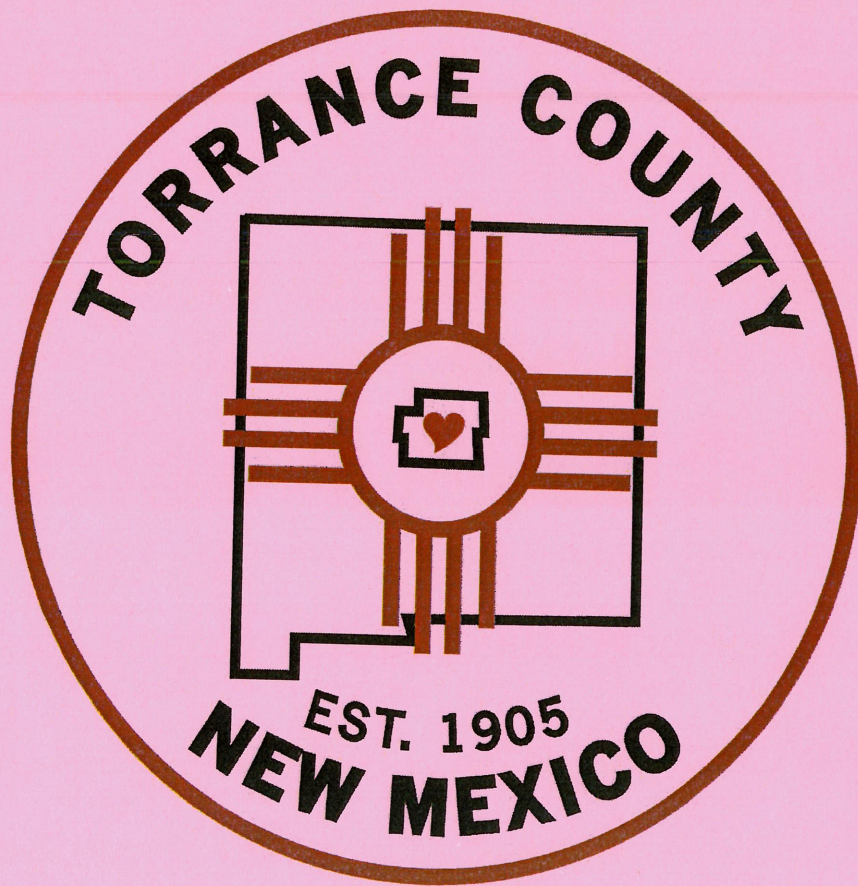
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

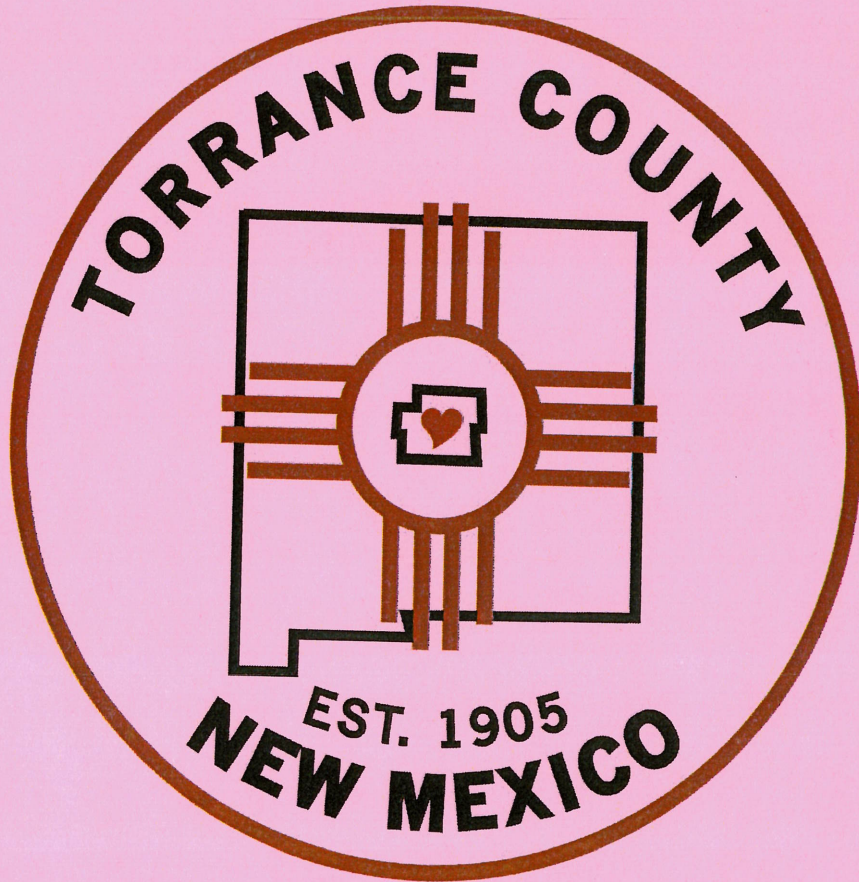
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TORRANCE COUNTY
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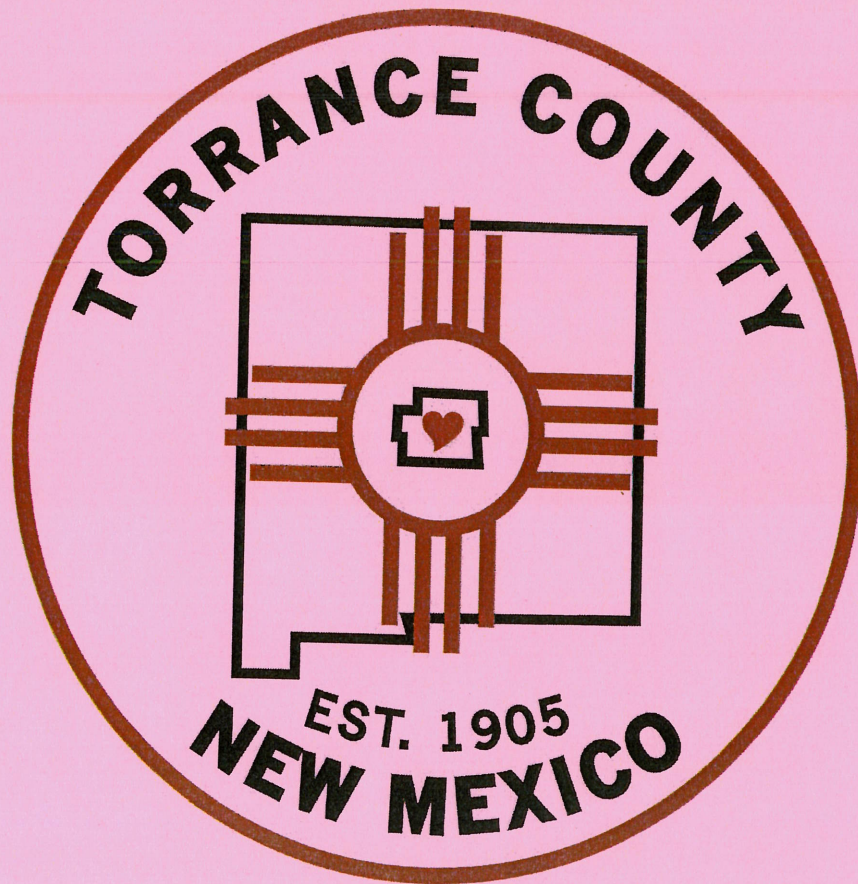
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

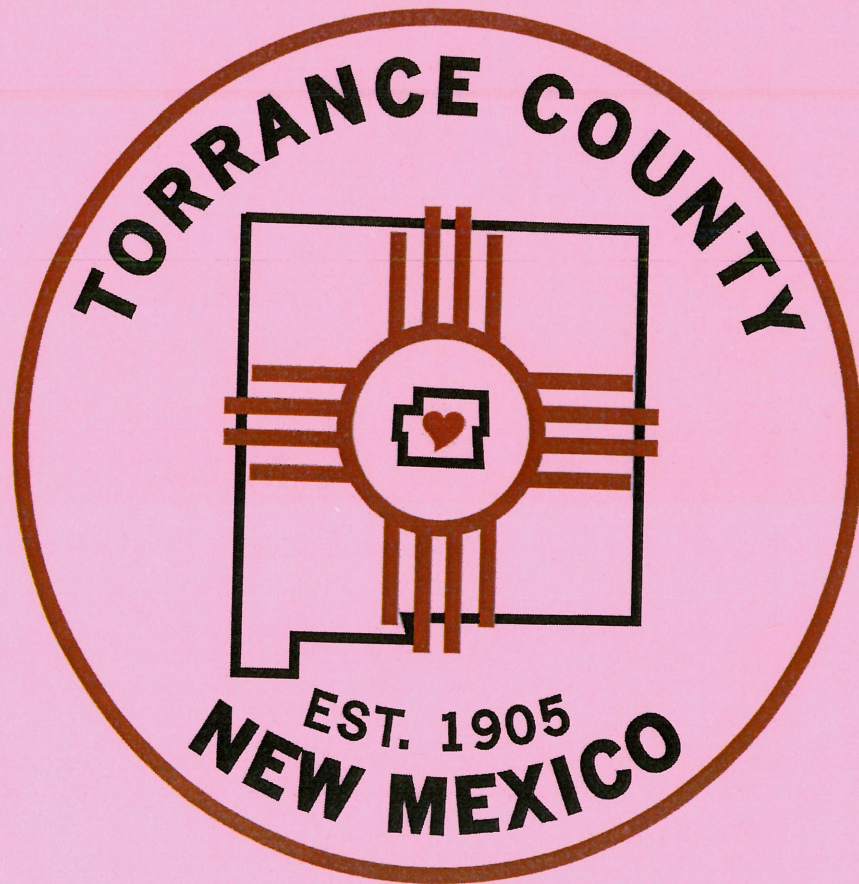
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

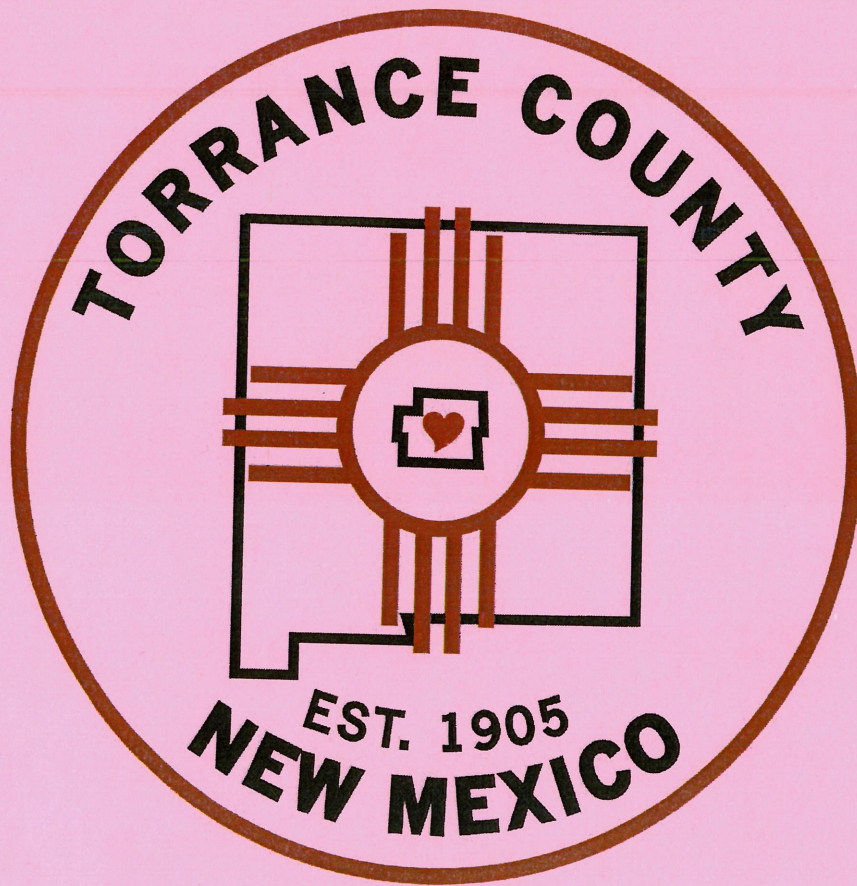
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 13C



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

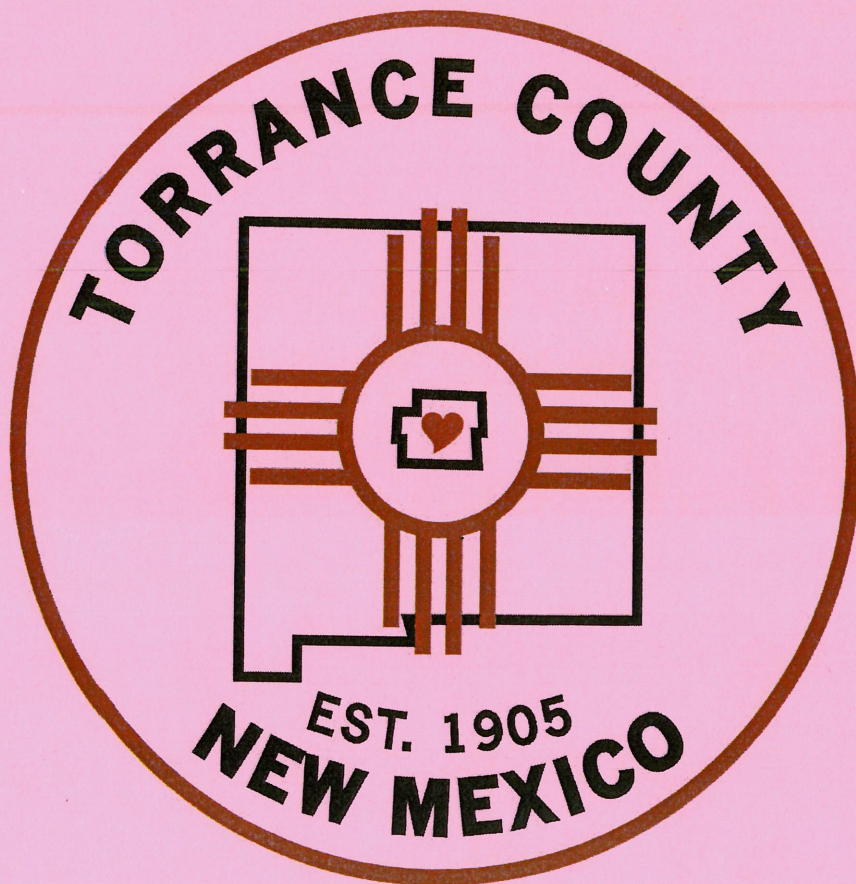
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

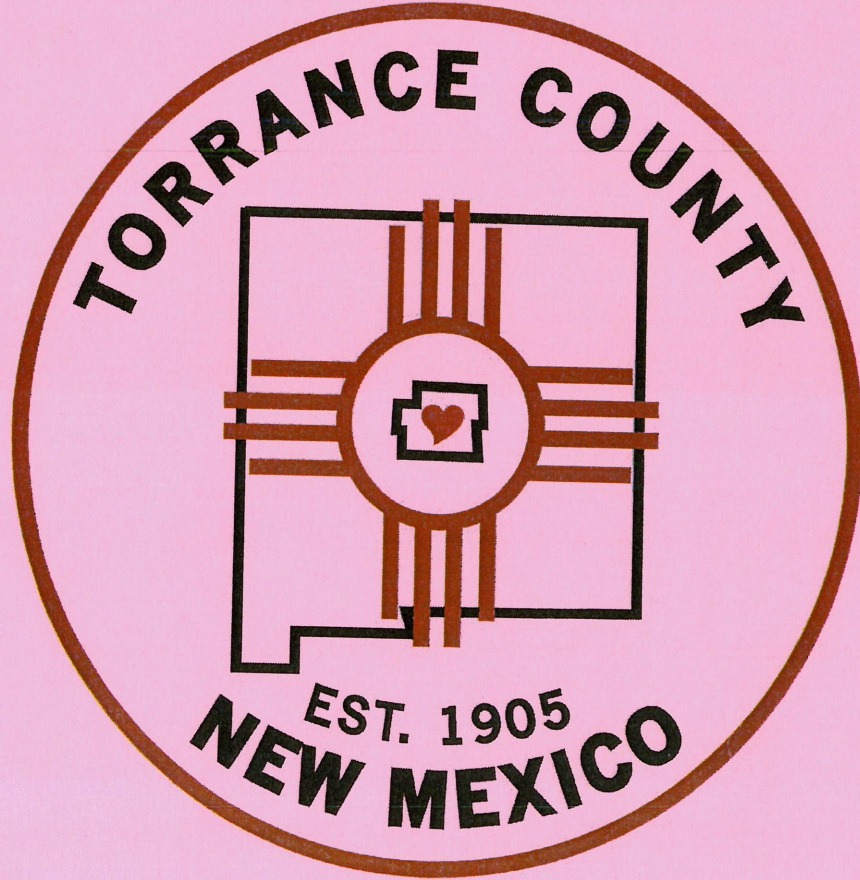
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

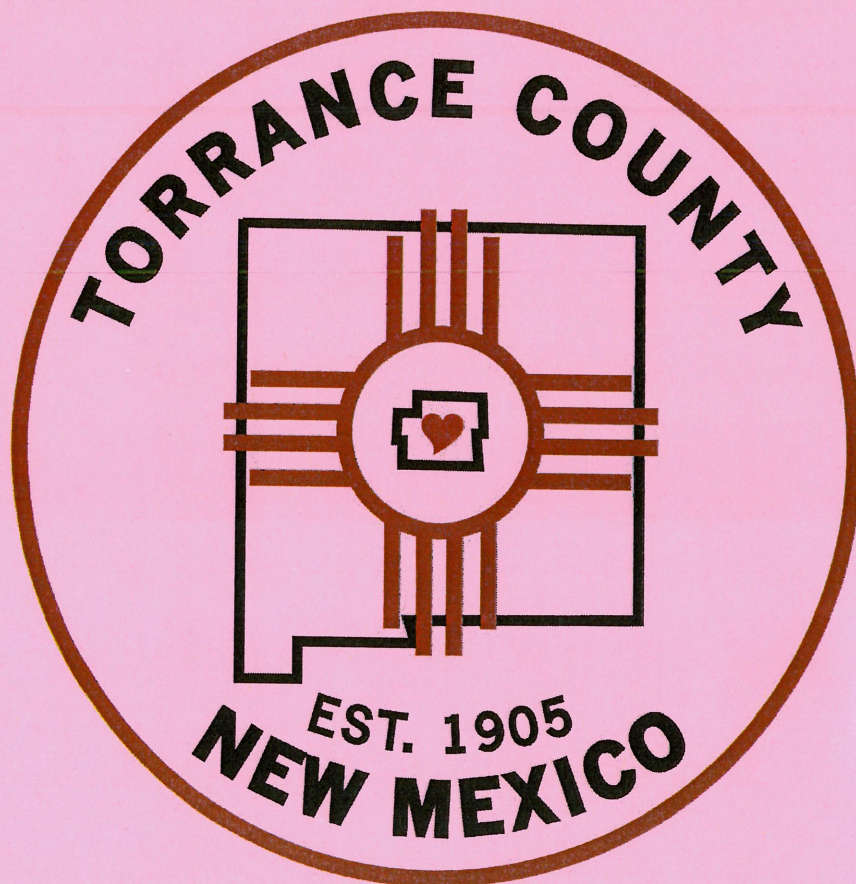
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

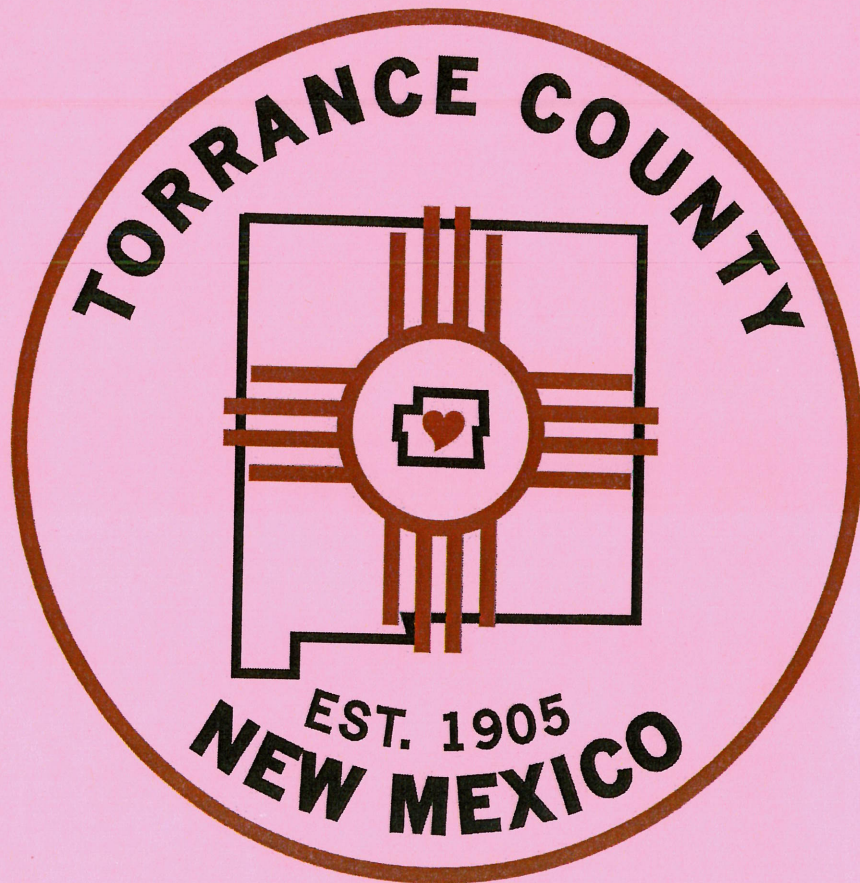
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

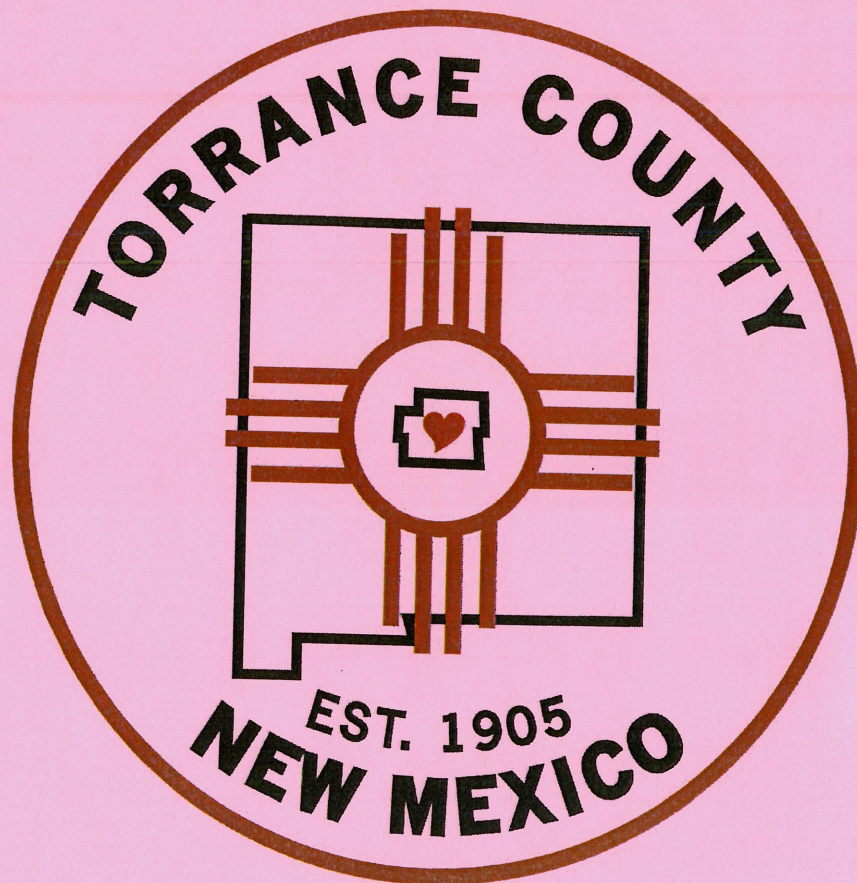
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

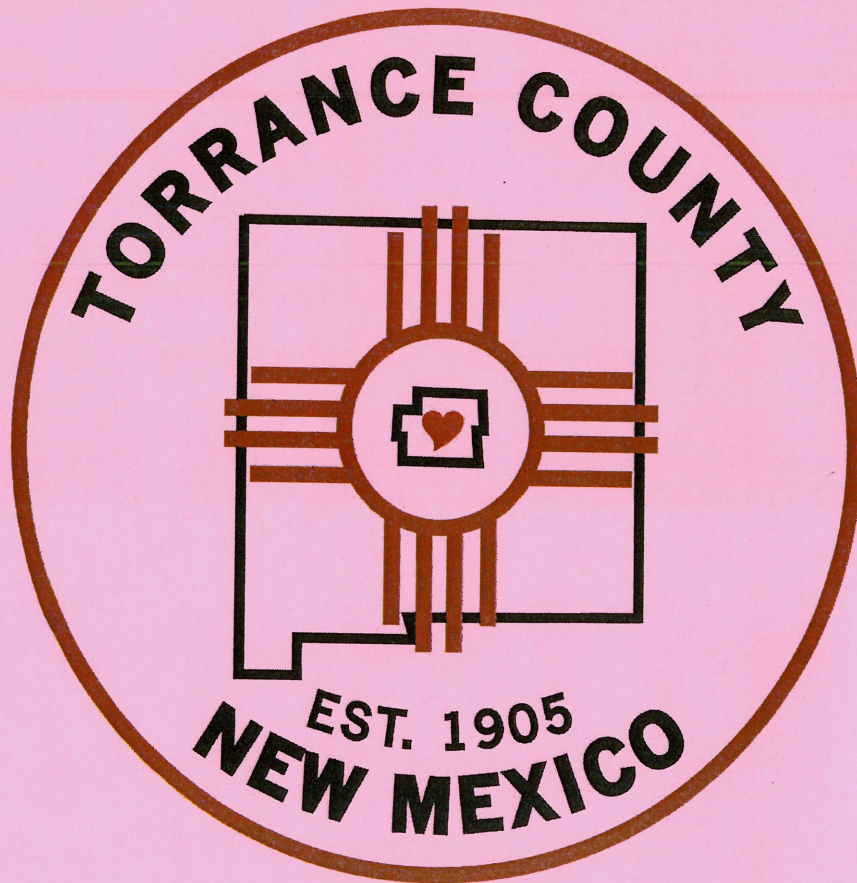
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

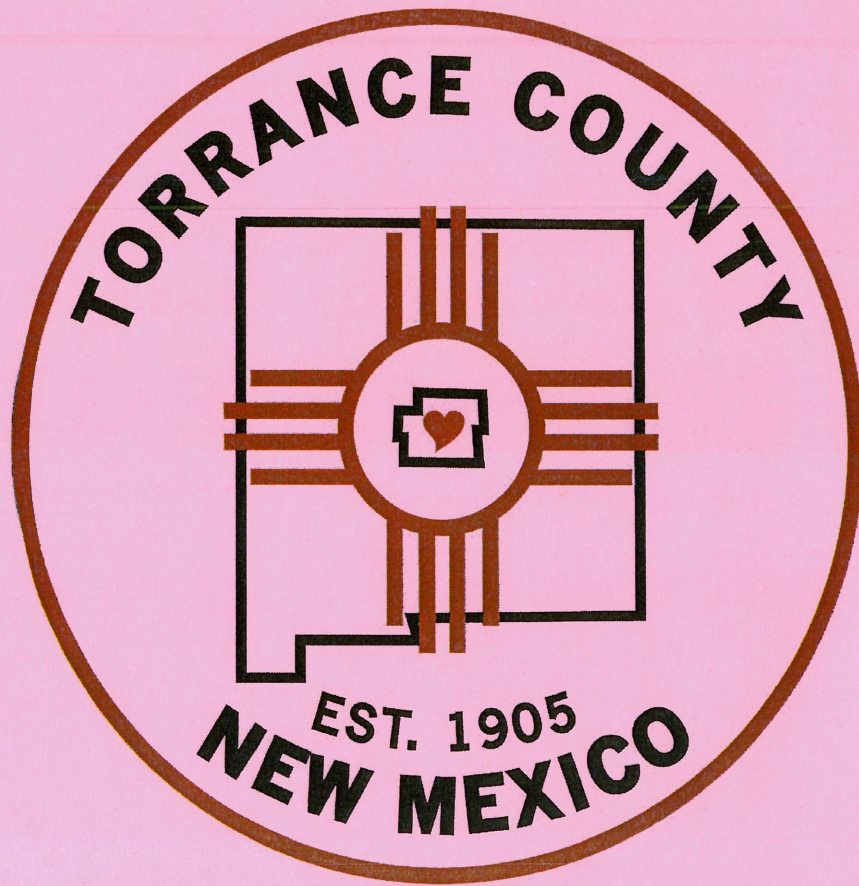
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TORRANCE COUNTY
COMMISSION MEETING

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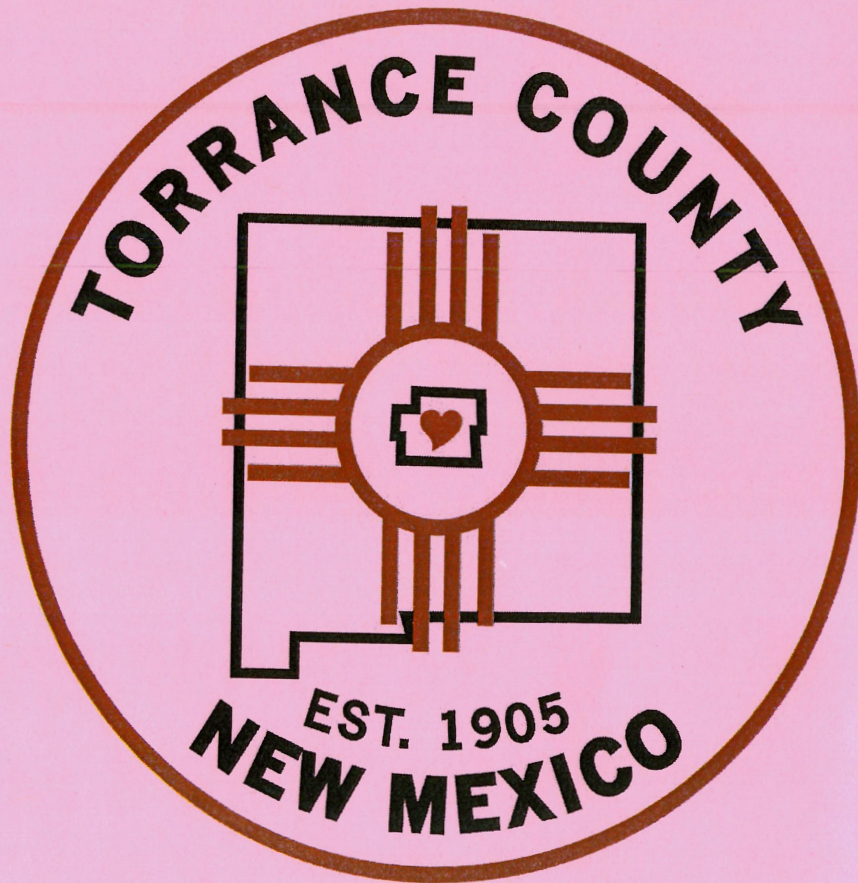
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 16



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 17