

TORRANCE COUNTY
COMMISSION MEETING
January 10, 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, January, 10, 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. Election of Chair and Vice Chair**
 - A. COMMISSION:** Election of Chair and Vice Chair for Calendar Year 2024.
- 5. Open Meetings Act Resolution**
 - A. COMMISSION:** Resolution 24-01, Open Meetings Act Resolution for 2024.
- 6. PROCLAMATIONS**
- 7. CERTIFICATES AND AWARDS**
- 8. BOARD AND COMMITTEE APPOINTMENTS**
 - A. COMMISSION:** Discussion and possible appointment of Torrance County's representative to the Estancia Valley Economic Development Association (EVEDA) Executive Board. (Current Representative – Commissioner Schwebach)
 - B. COMMISSION:** Discussion and possible appointments of Torrance County's representative member to the Mid Region Council of Governments (MRCOG) Executive Board and alternate. (Current Representative – Commissioner McCall, Alternate – Janice Barela)

- C. COMMISSION:** Discussion and possible appointment of Torrance County's representative on the Estancia Valley Solid Waste Authority Board. (Current Representative – Commissioner Schwebach)
- D. MANAGER:** Discussion and possible appointment of County Manager Janice Barela as the Torrance County voting member on the New Mexico Insurance Pool and Deputy County Manager Tracy Sedillo as the alternate. (Current Voting Member – Janice Barela, Alternate – Vacant)
- E. MANAGER:** Discussion and possible appointment of County Manager Janice Barela as the Torrance County voting member on the New Mexico Counties Insurance Authority (NMCIA) and Deputy County Manager Tracy Sedillo as the alternate. (Current Voting Member – Janice Barela, Alternate – Vacant)
- 9. PUBLIC COMMENT and COMMUNICATIONS** (Comments limited to two minutes.)
- 10. APPROVAL OF MINUTES**
- A. COMMISSION:** Request approval of minutes of the December 13, 2023, Regular Meeting of the Board of County Commissioners. (Deferred from December 27, 2023)
- B. COMMISSION:** Request approval of minutes of the December 27, 2023, Regular Meeting of the Board of County Commissioners.
- 11. APPROVAL OF CONSENT AGENDA**
- A. FINANCE & PURCHASING:** Request approval of payables.
- B. PLANNING & ZONING:** Request approval of Special Use District for cabin rentals.
- 12. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**
- 13. ADOPTION OF RESOLUTION**
- A. COMMISSION:** Resolution 2024-____, Adoption of PERA Fire Plan. (Commissioner Schropp)
- B. SHERIFF:** Resolution 2024-____, Law Enforcement Personnel Overtime Exemption.
- 14. APPROVALS**
- A. CLERK:** Request approval of Terralogic Document Systems Maintenance / Support Agreement in the amount of \$913.15 for the maintenance of the ScanPro with fiche carrier.
- B. FIRE:** Request approval to submit the FY25 EMS Fund Act application on behalf of Torrance County for Districts 2, 3, and 5.

- C. **MANAGER:** Request approval for Superior Ambulance to submit the FY25 EMS Fund Act application, per terms of Torrance County's contract with Superior Ambulance.
- D. **MANAGER:** Request approval of the change of authorized users on the Bank of America Purchasing Card Account.
- E. **MANAGER:** Request approval to add County Treasurer Kathryn Hernandez to the Century Bank Account as an authorized signor.
- F. **MANAGER:** Request approval of Restrictive Housing Report – Fourth Quarter 2023.
- G. **MANAGER:** Discussion and possible approval of restructuring vacant positions, to include setting salaries:
 - 1) DWI Coordinator
 - 2) Court Compliance Officer

15. DISCUSSION

- A. **EMERGENCY MANAGEMENT:** Discussion/Presentation of proposed Emergency Management building remodel.
- B. **COMMISSION:** Discuss projects which may be submitted to Congresswoman Stansbury's Office for funding. (Commissioner Schropp)
- C. **MANAGER'S REPORT**
- D. **COMMISSIONERS' REPORTS**
 - 1) Commissioner McCall, District 1
 - 2) Commissioner Schwebach, District 2
 - 3) Commissioner Schropp, District 3

16. EXECUTIVE SESSION

- 17. **Announcement of the next Board of County Commissioners Meeting:** January 24, 2024 at 9:00 AM

18. SIGNING OF OFFICIAL DOCUMENTS

19. 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

No. 1



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 2



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 3



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 4



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 4A



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 5



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 5A

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**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. 24-01**

OPEN MEETINGS ACT RESOLUTION FOR 2024

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

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

1. Reasonable notice was given to the public of the meeting of the County Commissioners of the County of Torrance, New Mexico, held this 10th day of January 2024;

2. Reasonable notice to the public of any meetings of the Board of County Commissioners of Torrance County, New Mexico shall consist of notice to newspapers of general circulation and FCC licensed broadcast media, that have made written request for

such notice, according to the notice periods set forth hereafter, including but not limited to:

A. Any regular meetings:

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

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

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

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

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

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

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

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

22 B. Any special meetings:

1 1) publishing notice of the date, time and place in a daily newspaper having a
2 general circulation in Torrance County, New Mexico, not less than 72 hours in
3 advance of the time the meeting is to commence, or

4 2) giving notice in person, by telephone or by written notice to the City Desk
5 of at least one (1) daily newspaper having general circulation in Torrance County,
6 New Mexico at least 72 hours before the commencement of the meeting, or

7 3) giving notice of the date, time and place thereof either by telephone, or in
8 person, or by hand delivered letter at least 72 hours in advance of the meeting to
9 an employee of any radio or television station which regularly broadcasts news
10 within Torrance County, New Mexico.

11 C. Any emergency meetings:

12 1) An emergency meeting is a meeting called by any member of the Board of
13 County Commissioners or the County Manager, orally or in writing to deal with
14 an unforeseen circumstance that, if not addressed immediately by the Board of
15 County Commissioners, will likely result in injury or damage to persons or
16 property or substantial financial loss to Torrance County. The Board should
17 avoid emergency meetings wherever possible but understands that these types of
18 circumstances may necessarily arise.

19 2) Notice shall be as much notice as is permitted by the nature of the
20 emergency.

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

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

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

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

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

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

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

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

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

6 The foregoing determination shall be applicable to all meetings held after January 10,
7 2024.

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

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

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

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

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

3 **DONE THIS 10th DAY OF JANUARY 2024.**

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APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

County Attorney Date

Kevin McCall, Vice Chair, District 1

Ryan Schwebach, Chair, District 2

Samuel D. Schropp, District 3

ATTEST:

Linda Jaramillo, County Clerk



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 6



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 7



Agenda Item

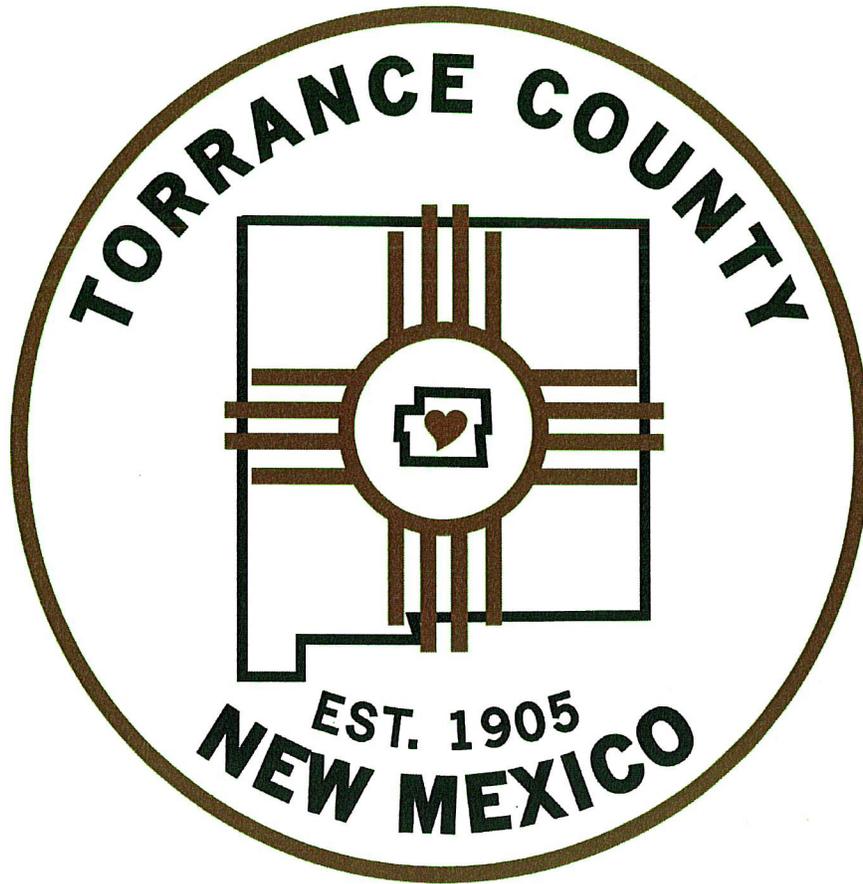
No. 8



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No.8A



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 8B



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No.8C



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No.8D



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 8E



Agenda Item

No. 9



Agenda Item

No. 10



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No.10A

FINAL COPY
Torrance County Board of Commissioners
Regular Commission Meeting
December 13, 2023
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
RANDALL VAN VLECK – 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 December 13, 2023, Regular Commission Meeting to order at 9:05AM.

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: Items 13A, 13B and 13C to be moved before 12 approvals. Item 12 E deferred and item 12F has a typo it reads \$15,000.00 It should be \$1500.00.

4. **PROCLAMATION: None**

5. **CERTIFICATES AND AWARDS:**

A. MAINTENANCE: Employee Service Year Pin: Dominic Romero (2)

James Solomon – Facility Director: I would like to present Dominic with this two-year service award. He's done a really good job. We're not out changing lives, but we are improving people's lives.

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

7. **PUBLIC COMMENT and COMMUNICATIONS**

Linda Jaramillo-County Clerk: After an election, I am asked to get the cost for the election and submit it to the Secretary of State. The total cost for this election was \$49,420. I submitted all the supporting documents to the Secretary of State for all the money that was spent for the 2023 Local Election. They allotted \$40,000 and they will reimburse us for the \$9,420.24, after they review my documents. We had an automatic recount on December 4th, 2023, for the Regular Local Election at the direction of the Secretary of State and the State Canvassing Board due to there being a 1% margin between two candidates in the Vaughn School Board race. We share the school district with Guadalupe County, they also had to do a recount. This school district is in the Encino/Duran area. There was a lot of planning and synchronization of ballot movement to meet the requirements of the recount under the careful watch of Gordon Bennett, representing District Court, myself and coworkers who helped with the recount. We removed the ballots to be recounted from the locked ballot boxes. All ballots were found in all eight ballot boxes which had been opened and run through eight tabulators for the Local Election. The automatic recount required ballots to be hand tallied and then run through three voting machines. One for Absentee by Mail, Early In Person and Election Day. All ballots with votes for the Vaughn School Board were run through the tabulators

and matched the results of the hand tally ballots for the recount. Those also matched the results reported on Election Night for the 2023 Regular Local Election on November 7th, 2023, all ballots were returned to the proper ballot boxes and sealed. We also had a post-election voting system check for the 2023 Regular Local Election on the same day as the recount. This was initiated by the Secretary of State and the State Canvassing Board. Zlotnick & Sandoval, Certified Public Accountants were engaged to conduct this audit, as per election law. All precincts in the State of New Mexico are subject to selection for the voting system check, this checks the accuracy of precinct tabulators. The precinct chosen for this check was precinct seven. The races checked in precinct seven were the school board member at large at the Estancia Municipal School District and the Soil and Water Conservation District, East Torrance Soil and Water Conservation District. Precinct seven ballots were removed from all ballot boxes that were then hand tallied by the categories that they came from, Absentee By Mail, Early In Person and Election Day. These were not run through the tabulators, but the outcome of the hand tallies were compared to the results tapes done on election night and everything matched. I am confident the accuracy of our voting tabulators was proven in this recount and post-election voting system check. I hope that this will also help others to have confidence in our tabulators and the election process. I can only speak for Torrance County; I pledge to all voters that our elections are run with the utmost care to protect the integrity of your vote.

Tracey Master-County DWI Program Coordinator: This is my last public comment as an employee after 21.5 years. As employees we must always be cognizant of our actions and their impact. We often don't want to rock the boat. We just want to be able to do our jobs without fear of retribution or retaliation. Today though I come to you as an almost former employee free to say what needs to be said. Number one: although this administration has been very supportive, I believe my program has held little value to this Commission. A feeling solidified during the November 8th commission meeting when you approved an expenditure by the Fair Board that was made without prior approval from the county because it's only right to pay someone for work they have completed an absolutely correct decision. But a different decision from five months ago when you denied my request to pay for someone for what he did while I was unavailable due to medical issues. Of course, they could have brought a county laptop to me in the hospital like they did when I was recovering from a stroke a few years ago, so I could continue doing my job. There's one thing that you should know, Commissioners, about that June 28th meeting, as you'll recall, the former Finance Director sat in this chair here admonishing me for waiting until after the work was completed to request the amendment to Mr. Ortiz's contract. What you didn't know is that I didn't wait. The

request was submitted to Finance on May 10th long before the hours had been worked. Number two: as some know, I have used quite a bit of sick leave recently. Unfortunately, I had the opportunity to overhear a couple of employees discussing whether I should be using so much sick leave because I don't look sick. Please don't feel that you have to have these conversations behind my back. You can come up to me, you can ask me, and I will be happy to tell people that my personal health information is no one's damn business. Number three: in March, I learned that my annual leave had been miscalculated and there had been a glitch in my hours from August 22 to March 23. In April, I requested a complete audit and learned that my annual leave had been miscalculated for 18 years from December 2005 until July 2023 resulting in an under award of 214.45 hours. I asked if there would be any kind of resolution because I did not cause this problem. I was told no because the personnel policy clearly states we are only permitted to carry over a certain number of hours into each new calendar year. I didn't fail to use the hours I didn't know I had them to use. But due to malfeasance, negligence, incompetence, or whatever word you want to use Torrance County fails to award me annually which the personnel policy clearly states I earned. This is unacceptable, and it is nothing less than theft. I encourage every single Torrance County employee to demand an audit of their annual leave because if it can happen to me, it can happen to you. Finally, I want to give my sincerest thanks to Torrance County, staff, community members, colleagues, agency partners and business owners who supported this program as well as every person who has ever done anything to support our efforts. You are the reason this program has been successful. In closing, I would like to invite the entire community to my retirement party, Friday, January 5th, 2024, from 6 PM to 9 PM at the Moriarty Lions Club. Because if it wasn't for you, the community there wouldn't have been a program and I love you all.

Hanna Sanchez-Deputy Fire Chief: I come before you today to finally let you know that we have fully staffed the EMT Firefighter positions. Monday, we hired two additional Lieutenants to our team. Carol Morgan comes to us as an intermediate with her fire two and her engineer's license, and Gerardo Reyes a paramedic also with this fire one, fire two instructor and both of them have more fire trainings that I'm not sure of at this point. I wanted to welcome them to our team.

Murray Hart – Resident: I live on Linda Vista Drive in Tajique. I want to make a brief report to the Commission this morning. We have looked at the county map and have discovered that there are 15 parcels that are adjacent to Linda Vista Drive. We have two families that live on little spur roads that are off of Linda Vista Drive. I have sent a letter out to all of these parties letting them know that Commissioner Schropp brought the possibility that Linda Vista Drive might become a county road advising them that it was a discussion here at the County Commission.

8. APPROVAL OF MINUTES

A. COMMISSION: Request approval of minutes of the November 8, 2023, Regular Meeting of the Board of County Commissioners.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve minutes of the November 8, 2023, 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**

B. COMMISSION: Request approval of minutes of the November 15, 2023, Regular Meeting of the Board of County Commissioners.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve minutes of the November 15, 2023, 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: - Abstain: **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

B. PLANNING & ZONING: Tenorio Special Use for Family Retreat Center

Donald Goen-County P & Z Director: Prior to this application being submitted to Planning and Zoning, I had done an onsite visit. I was well acquainted with the operation that they had in place and what they intended to do. We discussed requirements, and future development with the site and what their intentions were. This whole enterprise is well thought out, very comprehensive planning. There were several letters of support from all the surrounding neighbors that were submitted with the application, there was no opposition to this from anybody in the general area. The board did approve this with a unanimous vote. Mr. Tenorio, the applicant is present if you have any additional questions for him.

Anthony Tenorio – Resident: Anthony Tenorio born in Willard, New Mexico, went to school in the College of Eastern and then got a job in Albuquerque. I lived there for three or four years and decided that I wanted to come back home. I didn't want to drive all the way from Willard to Albuquerque. McIntosh, to Albuquerque was palatable. I've done that for 50 years. We moved there in 1967, we had a single wide trailer, and we have over the years just continued to add to the property. After my kids all got out of college, one of them went and did some missionary work in Tiajuana and then in New York City and came back with the idea that we should do a summer camp for kids. We started in 2006 and have been doing some for many, many years, we skipped the year that my wife passed away, but we have continued to do it. We build facilities for accommodating 40 kids and a staff of 30. We do that every year in the summer months, July, and August time frame. That has led to us, because we have the facilities, doing more functions for churches in the valley. I'm the youngest of 10 and my wife is in the middle of 11. Between the two of us, we have 50 uncles and my first cousins, there's like 200. We've had many, many family gatherings there and we plan to continue to do that. The issue that we had is that it was really designed for smaller kids, you know, 7 to 13 years

of age or so. We're finding out that as we move on to do other functions, there's many more adults. My siblings and myself, we all had motor homes, it's been pretty hard for us to drive those anymore. So we decided to add space to accommodate 40 adults. There's two cabins. A couple of years ago, we rented the Manzano Mountain Retreat, and we are imitating what they've done over there for the cabins. So we want to do two cabins and continue doing the things we've been doing.

Donald Goen-County P & Z Director: The P & Z Board has already heard it and approved it.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Tenorio Special Use for Family Retreat Center.

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. FINANCE/GRANTS: Resolution 2023-48, Transportation Project Funds for King Farm Road.

Amanda Lujan - Grants Administrator: This is a transportation project fund from the state to upgrade King Farm Road. It is 95% at \$358,219.61 and comes from DOT. We have a 5% Torrance County match at \$18,853.66 for a total of \$370,073.27. It will go from Highway 41 to Abraham Road for two miles and proceed north to King Farm Road 1.5 miles up to Santa Fe County line.

Leonard Lujan-County Road Superintendent: The description of that is from Highway 41 all the way to Abraham, then start a project at the cattle guard proceeding north for 1.5 miles. With a three-inch overlay inch. The width will be at 21.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Transportation Project Funds for King Farm Road.

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

B. FINANCE/GRANTS: Resolution 2023-49, Transportation Project Funds for Martin Road.

Amanda Lujan - Grants Administrator: This is a similar transportation project funds for Martin Road. DOT gave 95%. \$189,636.80, Torrance County matches 5% right around \$10,000. The total cost being \$199,617.68. The directions are from Old 66 proceeding north 3/10 of a mile to start a project, proceed north to 0.8 miles to the end of project at the Santa Fe County Line.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Transportation Project Funds for Martin Road.

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

C. MANAGER: Resolution 2023-50, Budget Adjustments.

Tracy Sedillo-Deputy County Manager: There's quite a few line items for budget increase on here. Most of these are our Trust and Agency Funds, which are the Tax Funds that were not in the original budget. Historically, we haven't reported these funds in LGBMS because of the way Triadic handled them, but Tyler handles these funds in a different manner, and it will be very difficult for us to reconcile quarterly and monthly without these being incorporated into the budget. DFA leaves it at our discretion. We are adding these funds in. The bulk of these are the property taxes with the exception of the last line for fund 561. This is the admin building loan that was not in the original budget. So, we're trying to add it in because we have a payment that needs to be made before the close of the calendar year. We need to get this into our budget so we can make that payment to the financial advisor. The total increase to the budget is \$17,292,900,75. Most of this is the property tax collection that we hold for the other entities. It wasn't a part of the original FY2024 budget. Tyler handles these accounts differently. We can't separate them on the reporting the way it was done in Triatic.

Ryan Schwebach – County Chairman: This process is not affecting the budgets we're looking at?

Tracy Sedillo-Deputy County Manager: No, it's increasing the budget by this amount. 9.5 million of it is the admin loan, it is increasing the budget by this amount so that we can show the past due of that money. We collect taxes for all the school districts and there's so many funds because each school district has capital improvements, they have operational, they have debt, they're three separate funds. They're not commingled in the same fund. We have all the school districts, all the municipalities, all the state livestock that we collect for the different levies and the Soil Water Conservation Districts. That's why it looks like a lot because there are a lot of funds associated with the tax collection and this is just past due money. They're considered Trusted Agency Accounts because they're not our money. We hold them for somebody else and then we disperse them monthly. This is our estimate of what we're going to collect in taxes and disperse out in 2023. We want to put it on the books, so we don't have to come back and do another budget increase over it because it's flow through money. It's reported in Tyler now. So, it's on our master reporting that comes out of Tyler. It's just not in the budget with the state through LGBS.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Budget Adjustments.

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

D. ROAD: Resolution 2023-51, Requesting six (6)-month extension of State LGRF SB Project D19668.

Leonard Lujan-County Road Superintendent: This is our project for our LGRF. This is a school bus project. It is two roads Pumpkin Patch and Ice Plant. I am asking for an extension on it. I had everything set up to get done then we got a storm and postponed some stuff. Then, my contractor that was going to come out to shoot the oil for us, his truck went down. So, it just kind of pushed everything further back and now the weather is just too cold. I don't want to waste the money putting it down and it won't hold the rock. Also, soon as the springtime is here I can get these both taken care of.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Requesting six (6)-month extension of State LGRF SB Project D19668.

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

E. ROAD: Resolution 2023-52, Requesting six (6)-month extension of State LGRF CAP Project D19669.

Leonard Lujan-County Road Superintendent: This is the same thing.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Requesting six (6)-month extension of State LGRF CAP Project D19669.

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

F. FINANCE/GRANTS: Resolution 2023-53, Accepting Grant Agreement with the State of New Mexico Environment Department (Legislative Appropriation SAP 23-H2505- GF) in the amount of \$50,000 to plan, design, construct and equip water system improvements in the Duran area in Torrance County, and designating Janice Barela or successor and Tracy Sedillo or successor as authorized signatories.

Amanda Lujan - Grants Administrator: We received some more capital funding from the New Mexico Environment Department and the State of New Mexico to complete some of the project for the Duran Water System. This is from the last Bohannon Houston invoice. They have completed task order two and three and then they are about 80% finished on task order four. They submitted their plans to the Environment Department. We got our feedback from them and we're meeting with Bohannon Huston to review the plans next week. So that's this portion of the project. And then if you see below that, that's all the funding we've received for the Duran water project. The one crossed out in red is one we've just spent out and are about to close.

Janice Barela-Madam County Manager: This is a Legislative Appropriation. Environmental Department requires a resolution with it. They're the ones that have the oversight for this money as we're working with them.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve -53, Accepting Grant Agreement with the State of New Mexico Environment Department (Legislative Appropriation SAP 23-H2505- GF) in the amount of \$50,000 to plan, design, construct and equip water system improvements in the Duran area in Torrance County, and designating Janice Barela or successor and Tracy Sedillo or successor as authorized signatories.

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

G. COMMISSION: Resolution 2023-54, Adoption of PERA Fire Plan.
(Commissioner Schropp)

Samuel Schropp-County Commissioner: It's my belief that in order to grow the Fire Departments and attract qualified individuals. We have to change the retirement plan if that's what the career staff want. That sets us up to make good faith offers to anyone who may decide they want to come to work for us. I think this is better voted on now rather than later. We have applicants for the Fire Chief position. As Deputy Fire Chief stated, she is recruiting and hiring people. In order for our staff and cadre in the Fire Department, we have to have this settled and off the table.

Janice Barela-Madam County Manager: On your hand out is a draft resolution, the resolution title states a resolution authorizing an election for adoption of municipal fire member coverage plan two. However, I didn't know what the Commission would decide if you were to pass this resolution today. It can be changed to whatever Fire Plan you would decide to do. I can fill in information relevant to that as well. In previous discussions with the Commission, as we were going over PERA plans and also in communication with staff along with the presentation, we talked about it previously and career staff came in to visit with the Commission on this item. The Commission also requested that I reach out individually and hear from the career staff, what their opinion is and which Fire Plan to move toward, given that Fire Plan Four and Five, Five in particular would have the largest impact on the employees for their portion and the contributions. All the staff that I spoke with, and I believe I talked to the majority of them, would like to move to the Fire Plan. All of them decided that they were ok with a lower plan, but with a goal of hopefully moving eventually to Fire Plan Five, two stated straight out, I cannot afford Fire Plan Five right now, please do not go to a Fire Plan Five on their current salaries. When we talked about this previously, the lowest impact and what would allow them to get into a Fire Plan, would be Fire Plan Two. Your additional documents have impacted one of the individuals, the increase that would occur for them and the increase that would occur with the county's contribution as well. Currently the Torrance County Fire Department is under the same municipal plan two that the rest of the Administrative staff would be under. The only individuals or only staff that we have on a different plan would be our Sheriff's Office, the Commission had previously taken it a step at a time up to Police Plan Five. Currently we're under Municipal Plan Two and the employee's contribution on that is 11.65% of their salary. Torrance County for each employee pays 10.8% of the salary. The pension factors in the percent that they have towards their retirement of their salary when it comes to the end of the retirement for tier one. Everyone that's in tier one would be accumulating 2.5% every year of service,

on tier two, it's 2% if we move to Fire Plan One. The contribution goes up to 12% for employees and for Torrance County goes up to 12.65%. The problem with this plan is that we do have some employees in the Fire Department that are tier one. Under the current Municipal Plan Two, they're at 2.5% for tier one. If we go to Fire Plan One, they drop down to only 2%. That's why this Commission talked about for sure, not doing Fire Plan One, but I wanted to remind you of that issue and also inform the public. On Fire Plan Two, it remains just a small increase to the employee at 12% and Torrance County would move from 10.8% up to 19.15% contribution and it would not change any of the pension factors. They would remain for tier one at 2.5% and tier two at 2% the increase overall to the employees, all the employees would be at \$2,569.70. That's not very much. The larger bulk would go with the county increased contribution, which is a total of \$61,305.56. Any increases that you give to salaries will increase their contributions for the employee as well as the county.

Samuel Schropp-County Commissioner: The percentage would stay the same because the number in the salary went up, the number will be higher at that 12%.

Janice Barela-Madam County Manager: Yes. When you move to Fire Plan Four, this is where it impacts the employees more. The contributions move from where they are currently 11.65% up to 16.8%. For tier one, there's two different contributions that they would have to give. So for tier one, we would pay 22.9%. For tier two, we would pay 21.9% and the pension factors, this is where it increases. If we approve Fire Plan Four, then the pension factor for tier one is 3% a year, for tier two, it's 2.5%. Fire Plan Five, which is what a lot of the Fire Departments around the state have moved to, is the largest hit on the employee. In comparison to Fire Plan Four, in particular, it changes where the Municipal Plan right now is at 11.65 up to 20.20% for the employee and Torrance County. This one doesn't matter if it's tier one or tier two it is at 22.9%, the pension factors go up. So it would change right now. Tier one is at 2.5%. Fire Plan Five would move them up to 3.5% and tier two is currently at 2%. Fire Plan Five would move them up to 3% a year. So, I can also go over for each one of the plans what the amount would be in the additional funds that the county would have to put forward. I gave that for plan two for Fire Plan Three, it would be an additional \$88,838 a year. At the current salaries, Fire Plan Four would be an additional \$82,570.34 at current salaries. Since this one is contingent upon whether it's tier one or tier two employee, that's assuming that we keep the same employees that we currently have, and we don't have additional tier ones that come on staff. For Fire Plan Five, the total contribution to the county would increase to \$88,838.00. The increase to the employees overall for plan five is \$62,773.97. That's divided amongst 14 positions. That's where the largest impact would be on the employees. That's why

two of them had expressed that they were not prepared to financially support Fire Plan Five.

Samuel Schropp-County Commissioner: If we look at Fire Plan Two, the Torrance County contribution will go from 10.80 under the Municipal Plan Two to 19.515 under Fire Plan Two. We can advertise that as part of the compensation package as we are making offers to people. While that's a hit for the county in the long run, it's going to make us more attractive in getting qualified candidates if you remember, as we look at Fire Plan Five, the candidate that we spoke with Fire Chief was the Sandoval County Battalion Chief, said Sandoval County pays half of that 20.20% employee match as well as the 22.90. We are never going to be able to compete with that, but we can start the process by moving to PERA and start bringing us up to more equitable footing with departments around surrounding us.

Janice Barela-Madam County Manager: The Commission meeting where some of the staff addressed this issue, they did bring up the possibility of not contributing into Social Security. We're still checking into that. We are not prepared to answer that at this time, but I didn't want you or the public to think that we didn't take that into consideration or are not continuing to look into it.

Ryan Schwebach-County Chairman: Explain to me the pension factors.

Janice Barela-Madam County Manager: If you work 20 years at 2.5% then you would be getting 50% of your salary. So every year you would accumulate a certain percentage and that's the pension factor. At tier one on plan two, they would accumulate 2.5% and they could retire after 20 years. It would be 2.5% times 20. Their total amount that they would get, percentage wise, of their salary would be 50%. If you are looking at it from tier two, the pension factors would accumulate 2% a year and then they have to work 25 years in order to be eligible for retirement, it comes out to the same 50% of their salary. Now, when I'm talking about their salary, just for your information, it's their top consecutive 36 months of salary for tier one. I believe it is five years' worth for tier two. So, it's taking their average high consecutive. It's not just one year I got paid a large amount and then I worked for a lower rate, came back to another high year. It's consecutive plus at their highest rates.

Kevin McCall-County Vice Chair: I need some help to break this down here a little bit. The Municipal Plan Two, which we're currently on, and the pension factor is the exact same as it is under Fire Plan Two.

Janice Barela-Madam County Manager: That is correct. What makes this advantageous is that this career field in particular, has a lot of stresses on individuals, the legislature understood that and gave opportunity for people under this plan to retire earlier so that they are not exposed to this for a longer period of time and their pension factor remains the same. It's their choice. They can choose

to retire at 20 years, or they continue on up to 90% is what they can work towards. It's not that they have to retire at 20 years for tier one or at 25 for tier two. This gives them the opportunity. If they are at the place where I can't do this anymore, they can retire and start drawing their pension for 50% it may not seem like very much, but they have the opportunity to move on to another career as well.

Ryan Schwebach-County Chairman: How does this work? If we got an employee in the Fire Department? Is it because at tier two instead of 25 years to retire, they can do it at 20?

Janice Barela-Madam County Manager: That is not correct. Tier two at 25 years if they go into a fire plan. Currently there are 30 years, but I think it also includes something with their age.

Ryan Schwebach-County Chairman: Where I'm going with this is if all of a sudden they can retire at 25 years, we got somebody with 22 years, they can retire in three years.

Janice Barela-Madam County Manager: That is correct.

Kevin McCall-County Vice Chair: By going to plan two?

Janice Barela-Madam County Manager: That is correct.

Kevin McCall-County Vice Chair: We're not changing their pension amount; all we're doing is buying the ability for them to retire in Fire Plan Two versus Municipal Plan Two.

Janice Barela-Madam County Manager: We are changing their pension overall. We're not changing their pension factor so they could retire, they would be in less years, but their percentage of retirement at the time of retirement that they would receive from their salary would be less because they wouldn't have as many years with that pension factor to accumulate.

Ryan Schwebach-County Chairman: The paying is about the same, but on the fact of the way PERA is factoring us. We have an individual that PERA was planning on working 30 years before they draw their pension. We just took five years off of that. They had 22 years paid in. How is that 20 years at the lower rate paid in? How is that compensated as far as PERA is concerned?

Janice Barela-Madam County Manager: That's compensated by the pension factor. So whatever pension factor they've been accumulating for each year doesn't change. For example, if somebody worked in another, Fire Department and they had Fire Plan Five and they've got the pension factor for tier one at, 3.5% for every year that they were there, that percent remains with them for the service that they earned credits that year, and it would change moving forward whenever they come into Torrance County. For every year, whatever it is, whatever plan you're under. I'll give an example of what I will have when I retire. I worked at the Estancia Municipal School District. There's a different pension factor that I have with them.

I worked for a short time with the State. There's a different pension factor that I have had during the time that I worked with them, and then now with the County. They will take every one of those and they will have a calculation to put it together. But for us, we're looking specifically at the service years that they have with Torrance County. Which one of our plans the Commission want to do, that would determine their pension factor, what percent they would get of their ending salary or whatever is calculated as their top three years or top five years that would go towards that multiple multiplication and the percentage.

Ryan Schwebach-County Chairman: We need to make this move. It's clear we're having issues recruiting. I would like to get dispatch in there one way. Obviously, we can't do it like this, something we need to look down the road. I also think it's appropriate that we stair step it similar to what we did with the Sheriff's Office. Essentially this is a raise, no matter how you look at it. So we have to take it accordingly. If, the employees are good with Fire Plan Two, I'm ok with that. Then we can talk about moving on down the road.

Janice Barela-Madam County Manager: Two things to address also or one to make you aware of, is that if you pass this resolution and I know you know this from doing the Police Plans, it's irrevocable. So, you can't ever choose to go down to a lower plan once you have this passed and it's passed by the board. It will require a vote by the career staff, those that are impacted will have opportunity to vote on this. I don't anticipate there being any issues they all have expressed an interest in this. On the resolution you'll find under the now, therefore, be it resolved that there is a blank there. It's because on the resolution, we're supposed to designate the date of that election to occur. I asked our HR Director Chellie Wallace to come and speak about the process of how that would work and what date we've selected commissioners.

Rochelle Wallace - HR Director: If you look in your additional documents, One gives you a timeline of what would occur and the timeline in which it would occur. If you had to approve this resolution, The next board meeting for the PERA Board of Trustees is January 25th. I've actually confirmed that as it's on the bottom of their agenda from their last meeting. We have to wait at least 30 days and the maximum of 60 days. So in between is when we would schedule our election, I am suggesting that we have a member notification on February 5th to let them know that we will be having an election, the absentee ballots go out on February 26th, which is one day after the 30 days required and the election date on March 4th because we have to have five days absentee at minimum. Then we would be able to tally that and report it to PERA for their decision on March 5th. That's kind of the structure that's outlined by this process.

Janice Barela-Madam County Manager: The resolutions before you was considered a draft because I knew that we would need to put in the date of the

election and also in the event that you were to change your plans from a Fire Two a different plan and it could be changed. So, I can fill in quickly at the end or during the break, the information and have it prepared and ready for whatever the Commission approves. So, if you're good with that date, I can add that date to the resolution which will be March 4th, 2024.

Kevin McCall-County Vice Chair: I do not feel comfortable today voting on this as you stated. It can't be reversed after it's been passed. The fact is I need to see what \$61,305 is to the county, what that looks like and for the employees before I can feel comfortably voting. Yes. I don't understand it well enough today to vote.

Samuel Schropp-County Commissioner: This is well established. The numbers are there and the citations in the ordinance are there just take the time to take a look at it. This has to be done.

Ryan Schwebach-County Chairman: Couple things here. Firstly, this is brought by Commissioner Schropp which I respect, with that being said, Commissioner McCall, I have to respect his desire to understand the numbers and how they impact the budget. So I have to respect both Commissioners. What I am hearing is that this is something this Commission is looking at and we'll move forward with. I think we need to change this timeline to fit where we can get our information and at the next regular meeting, approve it. We've had these conversations before with Dispatch, with one-on-one understanding and what's possible there and the implications. When we did it with the Sheriff's Department, it was the Sheriff's Department and the Sheriff that brought it to our attention, and they had a very focused plan on how to do it within their budget. It made a lot of sense. I have to side with Commissioner McCall on this that yes, we've talked about it, but we have not dove into the finances. I think it's important this entire Commission is behind and not just with a two to one vote or killing it. I think it's important that we all understand the implications and I think it's very clear that we're moving forward. So with that being said, I think we're going to defer because I will not vote on this today.

Action Taken: Deferred

12. APPROVAL

- A. **COMMISSION:** Request concurrence of letter stating Commission's position on renewal of ICE's contract with Torrance County. (Commissioner Schropp)

Samuel Schropp-County Commissioner: In October this commission received an email from Ian Philabaum of Innovative Law Labs and the Non-governmental Immigration Organizations representing detainees and immigrants urging us not to renew Torrance County's contract with Ice, Core Civic. The following is the reply to that request as we discussed, and I will now read it into the record as the commissioner's reply to Ian Philabaum's email, dated December 13th, 2023, and it addresses all of the signatories to that email; To Whom It May Concern. My name is Samuel Schropp. I am the County Commissioner representing Torrance County's third district. I'm writing on behalf of the Commission in response to your email dated October 24, 2023, in which you urge the commissioners not to renew the contract agreement between Ice, Core Civic, Torrance County for the operation of the Torrance County Detention Facility.

For those who don't know me, I will start with a short biography. I grew up alongside the Mississippi River near Saint Louis, Missouri. I went to work in the inland maritime industry while attending the University of Missouri at St. Louis in 1975. For the next 45 years, I worked in various roles in the maritime industry including the American Waterways Operators Responsible Carriers Program inspections and audits of vessels, facilities, recordkeeping and training programs, policies, and procedures. The AWORCP program was eventually adopted into law as Title 43. CFR. My role was to ensure that companies, vessels, and crew members were in compliance with the applicable CFRs also worked for 24 years as a litigation consultant, expert witness in Admiralty Law, property damage cases and Jones Act personal injury cases. My reports and opinions to the federal courts in those cases are subject to vigorous challenge and critique through deposition and cross examination at trial. I was appointed to the Torrance County Board of Commissioners by Governor Michelle Lujan Grisham in March of 2023, and since that time, I have been given unfettered access to the TCDF. I have arrived unannounced each time on weekends, holidays, business hours and outside of business hours. I have walked every unit in the prison checking individual cells at random. I have worked with the Warden and his staff addressing deficiencies as I found them. I am not a fluent Spanish speaker, but with the help of the staff escorting me at the time, I have spoken with random detainees and quizzed staff on their knowledge of operating policies and procedures. Core Civic has provided me with copies of proprietary information in the form of policies, procedures, maintenance records, and work orders.

As a Commission, we believe that strong and objective oversight is necessary to ensure that all applicable regulations, policies, procedures, and standards of human rights are adhered to. I read the email authored by Ian Philabaum, including the

reports cited in the email. To me, they read like the fundraising letters I get from the ACLU, SPLC and various other groups seeking funding. I have attached a copy of one of my reports and a link to an article written by Todd Brogowski after he accompanied me on one of my visits to the TCDF, as examples of objective, factual reports with the proper citations as an example on how a report should be written. The article in the Mountainair dispatch is Walking the Torrance County Detention Facility.

As I have discussed with Ariel Prado and Mr. Philabaum, your over-the-top, emotional writing style is better suited to raising money and inflaming passions than informing people. The disconnect between what you are writing and what I am seeing in the facility is disconcerting and damages your credibility and your mission. Objective and factual reports are essential in influencing and forming policy.

Contrary to your assertions, the TCDF is fully staffed. In speaking with the Warden's Executive Assistant, I learned that the reason most often given for leaving the Core Civic TCDF is the lack of affordable housing in Torrance County. Core Civic brings in people from other facilities to keep the facility staffed as required by law. The temporary duty staff at the facility are held to the same standards as permanent staff and operate under the same policies and procedures.

The implication in your report is that the facility doesn't have enough people to staff each shift. That is patently untrue and that is the kind of writing that is misleading and damages the credibility of your reports. At the time of this writing, TCDF is staffed in 15% TDY staff and 85% local staff. Every two weeks a new hire training orientation class begins. TCDF is close to fully staffing the facility with local people. TCDF/Core Civic is required by ICE regulations, Core Civic policy, and industry standards to staff the prison with a mandated number of staff members per shift. TCDF submits a staffing report to DHS/ICE every day and those records are available by FOIA or IPRA request.

Let's not fool ourselves with euphemisms. The TCDF is a prison with concrete benches, tables, and concrete bunks with thin vinyl pads for mattresses. The food which I have eaten is nutritious and palatable but it's prison food. I arrived on a 100-degree day to ensure that all of the facility was air conditioned and talked with the detainees about the comfort level in the facility. The facility is in reasonably good condition with ongoing maintenance and upgrades being performed. I have not found any of the over-the-top exaggerations in your reports to be true at the TCDF. On my last visit as Mr. Brogowski documented in his Mountainair

Dispatch article, an inmate on the US Marshals side of facility pointed out a constantly leaking faucet at a janitor station that was causing black mold or mildew to grow on mops and on the tiles in that location. I pointed that condition out to the Lieutenant escorting us and when I returned four days later, as a follow up with the Warden, the condition had been corrected. I have also discussed allegations of assault, by the staff on detainees and was given complete access to the reports and videos. The alleged assaults were not assaults as evidenced by the reports, videos, and ICE's review of the incidents.

My visits to the facility over the last eight months have been quite a learning experience. During a conversation at my home with Mr. Prado and Mr. Philabaum, we discussed the fact that ICE/CBP released some asylum seekers and sent others to facilities like the TCDF seemingly arbitrarily. I have learned that that is not the case at a New Mexico Association of Counties - Board of Directors meeting which I attended. Two CBP Regional Supervisors gave a very objective presentation on the El Paso CBP Sector. CBP/ICE estimates that 90% of the people crossing the southern border are fleeing failed states, criminal gangs and the effects of drought and crop failures. The CBP El Paso Sector supervisor said, "they are just people looking for a better life". The El Paso superintendent also estimates that 10% of those crossing are criminals or part of a criminal organization (CDP enforcement statistics, U.S. Customs and Border Protection). Some of those organizations are Transnational Criminal Organizations which are smuggling people. (TCO's) find smuggling people more lucrative than smuggling drugs because if a load of drugs is seized, it's a total loss and by smuggling people, they are paid up front, so there is no loss when a shipment is seized. DHS/ICE and CBP work with security services around the world to track people who may be a danger to public safety. Some of the people being smuggled into the US are a danger to all of us. El Paso is an initial intake facility where the determination is made as to who needs further vetting to decide if they should be released into the US. The TCDF is one of those facilities in which people are held pending further vetting and adjudication by the Immigration Courts. This is a very important point to keep in mind going forward. On my last visit to the facility, we identified two Wahhabi Muslims, a number of MS13, Los Eme and other cartel gang members by their mannerism, (flashing signs) as we walk past and gang related tattoos. I've spoken with plenty of men in the facility who have been swept up in the net at El Paso because they happen to meet the criteria for further vetting but mixed in with them are men who are dangerous. There is a system in place to determine who is a criminal, a terrorist, or a human being in need of asylum. The Terrorist Screening Data Set is the federal database that contains sensitive information on terrorist identities and is one of the

partners that DHS/CBP and ICE use to determine who should be held for further investigation. (Terrorist Screening Center -FBI).

We believe that vigorous oversight and objective reporting is essential in ensuring that the rights of detainees are respected and honored. However, I find the exaggerations and misinformation contained in your reports is a disservice to the men being held at the TCDF. Your efforts at this time are headed in the wrong direction. The policy statement outlined by DHS Secretary Mayorkas in a Washington Post Op-Ed piece are a pragmatic and practical way forward and should be supported. (Opinion Alejandro Mayorkas: Congress must provide resources to secure border – The Washington Post).

The Torrance County Board of Commissioners will make the decision on whether or not to renew the contract with ICE based on credible personal accounts and objective reports. We hope that you will be a credible voice in assisting us with that decision. Respectfully, and then in concurrence Commissioner Schwebach and Commissioner McCall.

Ryan Schwebach – County Chairman: Commissioner Schropp said he wanted to write a letter and the Commission to approve. My answer to him was he has every right to write a letter as a Commissioner and I suggest that he brings it up and the other two Commissioners can choose to sign it or not. I'll sit here and tell you; I'll gladly sign this. I think it was well written, it was spot on and addressing a lot of the, you know, it's not even misinformation anymore, it's lies what's happening over there and, and enough' s enough. I will gladly sign it.

Kevin McCall – County Vice Chairman: I too will.

Action Taken:

Kevin McCall – County Vice Chairman: Motion to approve letter stating Commission's position on renewal of ICE's contract with Torrance County.

Ryan Schwebach – County 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

B. MANAGER: Request approval of Professional Services Agreement for Economic Development Services between Torrance County and Estancia Valley Economic Development Association “EVEDA” in the amount of \$25,000 for one year.

Janice Barela-Madam County Manager: The County's contract with EVEDA has expired. Normally we do two-year agreements at a time, this year it is for one year. The reason for that is there's a possible restructure coming. We want to make sure that we give this one-year opportunity to continue the services that are being provided for Torrance County, but also to assist in whatever way that we can with any upcoming possible restructuring. This contract is the same as previous ones, other than I visited with the Executive Director, Myra Pancrazio, about making some changes that are not substantive changes. For example, one place that had the County of Estancia. I had her change that to the County of Torrance. So in previous contracts, if you compare it, you'll see that's different. Also on the signature page, previous contracts had as attesting the County Manager, I made sure that she changed that to the County Clerk attesting instead. Especially since the document shows that they're preferring to have a seal there. Obviously, the County Clerk is the one that needs to sign in regard to that. Everything else is pretty much the same. It's from November 1st, 2023, all the way through to October 31st, 2024.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Professional Services Agreement for Economic Development Services between Torrance County and Estancia Valley Economic Development Association “EVEDA” in the amount of \$25,000 for one year.

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

C. MANAGER: Request approval of 2024 Holiday Schedule.

Janice Barela-Madam County Manager: Before you in the packet is the list of the holiday schedule that we are proposing going off of what the Commission approved last year. Last year, there were two different schedules that were presented to you, one for the Administrative staff and one for the First Responders. We have found that this list of holidays would be inclusive of both and would be sufficient. We have it presented to you for approval today.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve 2024 Holiday Schedule

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

D. MANAGER: Request approval of AT&T Second Addendum to Tower Use License.

Tracy Sedillo-Deputy County Manager: This agreement is to amend the tower usage that we have currently with AT&T, they are looking to put in a backup generator to run their equipment that's on our Dispatch tower. They rent space on our tower for their cell equipment. They are looking for additional space to install a backup generator for that equipment. We have to amend the lease. We did not feel that an increase in the rent was justified at this time just for the space for their generator because the cell equipment is running better, when there's a power outage, it benefits all the residents in that area that are on AT&T service, and it definitely benefits our First Responders who are on AT&T's First Net service. We are looking to find a company that can come in and evaluate all of our sites that we rent to get fair market value so that this will be included in that study going forward. So there may be an increase in the future but not this time.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve of AT&T Second Addendum to Tower Use License.

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

E. MANAGER: Discussion and possible action regarding court compliance
upcoming vacancy.

Deferred

F. CLERK: Request approval to pay Automated Election Services (AES) in
the amount of \$1,500 for Mifi in six (6) polling locations with inadequate
internet service. Purchase order was not in place prior to Election Day.

Linda Jaramillo-County Clerk: During elections, I'm really bombarded with all
kinds of emails and most of the time, some of these invoices and quotes come to
both Sylvia Chavez, Chief Deputy, and myself, this particular one came just to me
and, Sylvia reminded me of it. I send her the invoice instead of the quote and this
all happened within 30 minutes. I think we could have taken care of it that day, but
I respect Finance and their rules. I'm asking that you approve this \$1,500.00 to
Automated Election Services. It's for precincts that don't have internet connection.
These days we need internet connection to run our ballot on demands for the
elections.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve pay Automated
Election Services (AES) in the amount of \$1,500 for Mifi in six (6) polling
locations with inadequate internet service. Purchase order was not in place prior to
Election Day.

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

G. FIRE: Request approval to submit payment in the amount of \$1,330.06 to Overhead Door DBA DH Pace Company Inc. for emergency bay door repair at District 2 Main Station. Repairs were made prior to issuance of a purchase order or an emergency purchase order.

Hanna Sanchez-Acting Fire Chief: I want to apologize that this is coming before you. We had two doors at two separate stations that were in need of emergency repair. One was at District Three. That one got stuck halfway open and we could not close it. Therefore, it blocked our ambulances inside and then this one came across. I believe the rollers were bent at District Two, so we couldn't open or close the door, causing our apparatus to be stuck inside. I will say that it was probably a failure on my part. We did obtain approval for District Three, but I think the confusion came that Two and Three at the same time, we kind of thought it might have been the same door, but it wasn't. So I'm requesting that we can pay this. It is within our funding in District Two.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve payment in the amount of \$1,330.06 to Overhead Door DBA DH Pace Company Inc. for emergency bay door repair at District 2 Main Station.

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

H. EMERGENCY MANAGEMENT: Request approval of Agreement between Torrance County Emergency Management and Moriarty Edgewood School District as a secondary shelter site at Moriarty High School and/or Moriarty Middle School for winter 2023-2024.

Samantha O'Dell-County Emergency Manager: This is very similar to the agreement that you signed with the City of Moriarty. The changes in this are to allow us to have a secondary shelter in the event that we need additional space or there's some reason that not everybody can be housed in the same area. We've been working with Moriarty School District, and they are allowing us to use the

Moriarty Middle School and or High School if needed in this event. This is primarily in the event that I-40 is closed and there's motorists that are traveling and stranded due to a snowstorm. Our primary site will be the Moriarty Civic Center. This is just a secondary in the event that we need the space.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Agreement between Torrance County Emergency Management and Moriarty Edgewood School District as a secondary shelter site at Moriarty High School and/or Moriarty Middle School for winter 2023-2024.

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

- I. **FINANCE/PURCHASING:** Review and request for approval of resulting contract from RFP TC-FY24-05 Juvenile Justice Continuum Coordinator; award to Rebecca Armstrong, DBA Via Homes & Development LLC.

Toni Lowery-Chief Procurement Officer: The current contract that we have open for a Juvenile Justice Continuum Coordinator expires this month. We entered the RFP process in October to get something in place so we wouldn't have a lapse. Rebecca Armstrong did respond to that proposal and went through the evaluation committee, and they are offering a contract to her to continue these services. It's an additional documents for you to review. She gave a wonderful presentation earlier about what she does and why we're lucky to continue to use her. The only changes are the slight increase in the flow through money that she receives. We did it for one year with the option to renew for three years.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve resulting contract from RFP TC-FY24-05 Juvenile Justice Continuum Coordinator; award to Rebecca Armstrong, DBA Via Homes & Development LLC.

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

J. FINANCE/PURCHASING: Request approval to pay three (3) invoices, Lobo Sprinkler Repair & Plumbing (\$2,618.30) and Baker Utility Supply (\$338.34, \$641.11) that were obtained prior to a purchase order being issued for Torreon Mutual Domestic Water Association for the work on well meters; ARPA funding was appropriated by Resolution 2023-11.

Toni Lowery-Chief Procurement Officer: We passed the resolution granting these Mutual Domestic Water Associations with our land grants funding to flow through us. There was some communication issues at that time, their understanding was that people go procure these items and get reimbursed for it. We've passed on our finance and purchasing policy as well as the New Mexico State Procurement code. They are aware that that is not how it works and they're working with the Finance Department to get these resolved in the appropriate manner. However, these funds were already spent for them, and we would like to return that money and pay for it.

Samuel Schropp-County Commissioner: As with Tajique's request last month, the former Finance Director ran a little bit more of a loose operation. That's the miscommunications.

Toni Lowery-Chief Procurement Officer: We do still have products that some of these land grants water associations are utilizing, and they are going through the appropriate channels and working with our department to procure appropriately.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve payment of three (3) invoices, Lobo Sprinkler Repair & Plumbing (\$2,618.30) and Baker Utility Supply (\$338.34, \$641.11) that were obtained prior to a purchase order being issued for Torreon Mutual Domestic Water Association for the work on well meters.

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

K. FINANCE/GRANTS: Request approval to submit grant application to CYFD for funding of the Juvenile Justice Continuum that provides youth programming and intervention for the youth of Torrance County. (Approved by Grant Committee)

Amanda Lujan - Grants Administrator: Rebecca and I are getting ready to submit the application for the next round of funding for Juvenile Justice Continuum, It's for FY25 FY26 and FY27. In Rebecca's presentation, there is some increase in the number of programs we're doing and the number of these that we're serving. The total grant requested is \$261,602.00, with the 40% match of \$104,640.80, as our match. As we mentioned before, our match is pretty easily met using staff time from the support given to her as well as the use of facilities and other things. The total budget would be \$366,242.80.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve to submit grant application to CYFD for funding of the Juvenile Justice Continuum that provides youth programming and intervention for the youth of Torrance County.

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

L. FINANCE/GRANTS: Request approval of Memorandum of Understanding with Estancia Valley Youth and Family Council.

Amanda Lujan - Grants Administrator: This is approving the Memorandum of Understanding tying all of those community partners and collaborators into this agreement. Committing us to these services as well as sitting on the committee and being voting members and supervising Rebecca. Our County Attorney did review it and he did add a few things which are in your final version about making sure we addressed terminating the contract at any time as we're only tied to the contract as long as there is nothing from CYFD.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Memorandum of Understanding with Estancia Valley Youth and Family Council.

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

M. FINANCE/GRANTS: Request approval of Capital Appropriation Project 23-H3238 in the amount of \$1,050,000 to plan, design, construct, furnish, and equip improvements to the Fairgrounds in Estancia in Torrance County.

Amanda Lujan - Grants Administrator: Our next round of Capital Appropriation Agreements came in. We're here trying to get them approved so that we can start work on them. There's a small table showing you the amount of funding we have for the fairgrounds as well as underneath the status of that project. The proposal was submitted by Bohannon Huston and the Capital Outlay Committee will meet Tuesday. We are discussing what the next steps will be.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Capital Appropriation Project 23-H3238 in the amount of \$1,050,000 to plan, design, construct, furnish, and equip improvements to the Fairgrounds in Estancia in Torrance County.

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

N. FINANCE/GRANTS: Request approval of Capital Appropriation Project 23-H3237 in the amount of \$100,000 to plan, design, construct, equip and furnish an administration building in Estancia in Torrance County.

Amanda Lujan - Grants Administrator: The same except for the admin building, \$100,000. We have received a proposal from NCA Architects. Once again, the staff is reviewing that proposal because we have some feedback for them to make revisions and then that will come back.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Capital Appropriation Project 23-H3237 in the amount of \$100,000 to plan, design, construct, equip and furnish an administration building in Estancia in Torrance County.

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

O. FINANCE/GRANTS: Request approval of Capital Appropriation Project 23-H3233 in the amount of \$250,000 to plan, design, and construct a shop and fenced yard for the Road Department in Estancia in Torrance County.

Amanda Lujan - Grants Administrator: Same Capital Appropriation, H3233 for \$250,000. Leonard is going to schedule a walkthrough for us. The building is almost complete. We're obtaining quotes for and doing notice of obligation for the security, the furnishings, the internet, those types of things.

Kevin McCall-County Vice Chair: Is this the final appropriations for the, the completion of the building or is this for fencing?

Janice Barela-Madam County Manager: It's the final one. It'll be inclusive of whatever is left over that's outstanding. We have part of the fencing that still needs to be completed. So whatever was planned initially with the fencing once the project is done would still need to be done.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Capital Appropriation Project 23-H3233 in the amount of \$250,000 to plan, design, and construct a shop and fenced yard for the Road Department in Estancia in Torrance County.

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

P. FINANCE/GRANTS: Request approval of Capital Appropriation Project A22G-5358 in the amount of \$169,621 for renovations, including the purchase and installation of equipment, to Estancia Senior Center in Torrance County.

Amanda Lujan - Grants Administrator: Estancia Senior Center is the only Senior Center that hasn't received renovation funding for the past two years. This one's fairly new, this is for stucco, some of the exterior stuff, some sidewalks, etc. When Aging and Long-Term Services executes the agreements, we'll start obtaining quotes and moving forward.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Capital Appropriation Project A22G-5358 in the amount of \$169,621 for renovations, including the purchase and installation of equipment, to Estancia Senior Center in Torrance County.

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

Q. FINANCE/GRANTS: Request approval of Capital Appropriation Project A22G-5359 in the amount of \$53,599 to plan and design the Moriarty Senior Center in Torrance County.

Amanda Lujan - Grants Administrator: This is our second appropriation. Some quotes and contracts have already been obtained for this project when we get the new funding will go forward and just to clarify, this is actually for the planning of the new Senior Center and written in the scope of work. We had talked about a multi-generational center. The way the scope of work is written, the study can be done to find a location that would serve that purpose as well.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Capital Appropriation Project A22G-5359 in the amount of \$53,599 to plan and design the Moriarty Senior Center in Torrance County.

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

R. FINANCE/GRANTS: Request approval of Capital Appropriation Project A22G-5360 in the amount of \$158,861 for renovations, including the purchase and installation of equipment, to Mountainair Senior Center in Torrance County.

Amanda Lujan - Grants Administrator: This is our third pot of money; a substantial work has been completed. In speaking with James, the next big task is redoing the subfloor. They are assessing what the best way to redo the subfloor and put in the new electrical etc.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Capital Appropriation Project A22G-5360 in the amount of \$158,861 for renovations, including the purchase and installation of equipment, to Mountainair Senior Center in Torrance County.

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

S. SHERIFF: Request approval of Agreement 22-ZG1016-65-2 between Torrance County and the New Mexico Department of Finance & Administration for the second-year payment up to \$37,500 for the Law

Enforcement Recruitment and Retention (LE-Retention & Recruitment)
Fund.

Cheryl Allen-County Sheriff Executive Assistant: This grant is the LE Retention and Recruitment Fund. This is for second year payment for the House Bill. This is for recruitment and retention of Law Enforcement Officers. The Sheriff's Office, per the House Bill, is obligated to prepare a plan of how to disperse the funds. We will use the same system that we used last year. Any new recruits have to be there a minimum of three months prior to payment or to be eligible for any of the payment of funds. We'll be coming to the Commission about three months prior to the end of the fiscal year, showing you how the plan will be paid out to the different Deputies that we have at that point in time based on the plan that we have already developed with the last fiscal year.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Agreement 22-ZG1016-65-2 between Torrance County and the New Mexico Department of Finance & Administration for the second-year payment up to \$37,500 for the Law Enforcement Recruitment and Retention (LE-Retention & Recruitment) Fund.

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

T. SHERIFF: Request approval to pay DT Automotive up to \$850.00 for repair of driver's side mirror to include purchase of mirror, paint, and labor. Mirror was damaged in a crash. Repairs were completed prior to issuance of a purchase order.

Cheryl Allen-County Sheriff Executive Assistant: On the day that the crash had happened or the day following, our fleet management had spoken with DT Automotive to get the quote. I had received the quote and submitted a purchase order. However, there was a miscommunication in which DT Automotive thought

that our fleet management told him to go ahead with the repairs. They went ahead and did the repairs before we actually went and received the purchase order.

Janice Barela-Madam County Manager: To provide some additional information on this. There is a purchase order completed monthly or requisition for purchase to DT Automotive to cover any routine maintenance. There could have also been a miscommunication thinking that this work would go underneath that purchase order.

Ryan Schwebach-County Chairman: So it was a mishap. Here's my issue. We see these mess ups a lot and this Commission has said one of these days we're not going to pay him the DT Automotive do the work. Yes, was it a mishap or more like it was a misunderstanding because they had a contract more like that. What I would like to do is make it very clear that it will not be paid in any future mishaps to this individual or any other individual that comes in on these mishaps. It's too easy to get into a bad situation because they already did the work. What are we not supposed to pay them? They don't do work for us anymore. You know we've got to get the procurement down. So, I will approve this or vote to approve it on the conditions that we send that kind of letter out to all of our vendors because we do have mechanisms for an emergency deal. If we don't have time for procurement, we have the proper procedures and I think it's crucial that we set the precedent that this is how business is going to be done.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve pay DT Automotive up to \$850.00 for repair of driver's side mirror to include purchase of mirror, paint, and labor.

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

U. **SHERIFF:** Request approval of Memorandum of Understanding between the Torrance County Sheriff's Office and CoreCivic of Tennessee, LLC for provision of services at the Torrance County Detention Facility with authorization for Sheriff David E. Frazee to act as signatory.

Cheryl Allen-County Sheriff Executive Assistant: This is a Memorandum of Understanding that we complete each year with the facility. It's to provide our agreement, our instructions and policy on how we will address when there is an incident within the prison. For example, if there was a stabbing or if there, let's say someone was accused of rape, then there is procedures of who is going to be granted the investigative access. The Torrance County Detention Center as well as the Sheriff's Office knows how to act with when those situations should happen. County Attorney reviewed this one.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Memorandum of Understanding between the Torrance County Sheriff's Office and CoreCivic of Tennessee, LLC for provision of services at the Torrance County Detention Facility with authorization for Sheriff David E. Frazee to act as signatory.

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:** Presentation on history of adobe wall around Fairground Rodeo Arena, as well as rock wall that was mentioned to Commissioners at Fairgrounds during prior Commission Meeting. (Estancia Trustee Morrow Hall)

Morrow Hall – Estancia Trustee: A historic purchase was made, and it took us four years. The Town of Estancia sold the Fairgrounds to the County. The question is, what do we have there, and do we have historical impediments? The New Mexico Central Railway company and its development company brought the railroad through here in 1902. They chose Estancia, the springs and pond, that have been here, as the place to build their watering facilities for the train and roundhouse was built here by the affiliate or subsidiary, laid out the property for the original town stuff. Eventually the lake area was deeded by the company to the

town. I'm not sure how the town got a hold of the rest of the land, the bull pen, and the adobe wall. I would imagine that the town bought it up for taxes because it was in an unpopulated part of the town. The railroad also owns small holding pens across Highway 55. In the twenties, there was a cattle retreat here. This is from the Torrance County history in about 1979. The 111th Cavalry Troop with The New National Guard was activated in Estancia in 1921. Guy Hamilton was Commanding Officer with CM Milburn and Raymond Curry as First Lieutenants. WA Thomas was First Sergeant and caretaker for the horses and equipment. The headquarters, armory, horse stables and a 20 x 40 ft swimming pool were located South of the Estancia Springs. The Torrance County Fair building now occupies part of that space. The headquarters and Armory were new to the Equity Building, which later became the Torrance County co-operative and then the old Co Op Saloon which burned down, in 1927 and in 1928 the troop was disbanded and moved to Albuquerque. The wall around the swimming pool is still there. Butch McGee who is WA Thomas' grandson and my age pointed out to me, we were both involved in a chili cook off on top of this old, swimming pool that when we were kids it was open. And I said, I don't remember a swimming pool. I said, yeah, I remember it was full of tumbleweeds and that's what was there. It was 20 x 40, pretty deep. And as I understand it, it was used to teach Guardsmen how to get their horses in the water and forward streams and climb in and out of water. Its historical significance is questionable. I think everyone knows where it is, it's essentially southeast of the, of the south entrance to the Fair Building. The bullpen, which was one of several works administration projects that were done in Estancia, including the community building and sidewalks all over the Original Townsite. The sidewalks were made of flagstone and sideways and a trench and filled with gravel and of course, they filled with blue sand within a few years, but they're still there. The historical remnants that you might have to deal with are minimal. The question came up because the county is considering building a building there, which would also house the extension service. The Town of Estancia and the County I think are in support of that idea. During working hours, we have security. The programs would have access to it. I'm glad the town did it. We sold all of what we sold for \$50,000 and we're going to use that money to renovate, and we have other money coming to fix up our baseball field. I don't think you're going to have any historical problems. I appreciate the way the County Commission and the town have been able to, to do this for the benefit of the public.

B. COMMISSION: Annual Juvenile Justice Grant Report. (Rebecca Armstrong, Juvenile Justice Continuum Coordinator)

Amanda Lujan - Grants Administrator: I would just like to introduce Rebecca Armstrong. She's our Juvenile Justice Continuum Coordinator. She manages a large grant we get from the Children, Youth, and Families Department to offer various youth programs throughout Torrance County.

Rebecca Armstrong -Juvenile Justice Continuum Coordinator: I prepared a presentation for you today. It's a PowerPoint and I would like to dedicate it to LeRoy Candelaria. The last time I came to present to you guys, I did not have a PowerPoint. Torrance County has a Juvenile Justice Board. The Juvenile Justice Board is state mandated of all the counties in New Mexico to have these boards. There are about 20 active boards across the state of New Mexico that have an active Juvenile Justice board. Our board is called the Estancia Valley Youth and Family Council. We want to help youth and families be productive and lead productive lives. The way the Juvenile Justice Board works is, we have grant funds that come from the State, CIP manages them. Torrance County is the fiscal agent for these funds. Our board works on applying for these funds, managing the programs, and the youth that we serve here in our community. I work directly with the Grants Department. As well as Finance and Purchasing and some of the other departments here at Torrance County to give the supplies and the snacks and the things that we need for our program. I communicate directly with our program facilitators. We currently have two contractors that are doing services in the schools, and we hired three more who are already on board with Torrance County. We are waiting for CYFD to sign off. The members of our Juvenile Justice Board are required by state law. Those members are from the Judicial Court, Public schools, Torrance County local Law Enforcement, Public Defenders and District Attorney. Additional voting members are from Juvenile Probation and CYFD Protective Services, youth members and representatives from the Memorial Perpetual Tears out in Moriarty and also the Partnership for Healthy Torrance County and various non-voting members. The programs that our Juvenile Justice Board runs currently is Teen Court, Girls Circle, Boys Council and Restorative Justice. All the program supplies, snacks and everything is paid for by the grant. So the grant, when I said that category about continue on board, they give us program support, how that works is they kick us back 15% on all of our programming that we bill for and it goes in a program support fund and that's just for snacks, program supplies, trainings, whatever we need for the Juvenile Justice board. That account last time I looked has about \$12,000. We have plenty of money. I just want you guys to know that money doesn't come out of Torrance County's pocket.

C. COMMISSION: Discussion regarding inclement weather affecting school bus routes and remedies for keeping school buses safe and running.
(Commissioner Schropp & Estancia Superintendent Dr. Cindy Sims)

Samuel Schropp-County Commissioner: A little over a year ago, I stood on the other side of this desk and took this commission and our road department to task for the conditions of the road. I've learned a lot since that time because people had great progress in staffing the department. A lot of that progress has been made in improving road conditions in the county. However, Friday before last I saw a post on the Torrance County Emergency Management Facebook page which announced the closing of the Estancia Public Schools due to poor road conditions in the southwest portion of the county. Now, I'm the guy in front of the room and those roads are in my district. Over that weekend, I drove some of the roads in the mountain communities in four-wheel drive and had to back up and take a run in a couple of other places. We have to remember that the mountain communities are a higher elevation. I came out of my house on pretty good dry roads and now I'm running around in snow and ice. I reached out to Dr. Sims, Estancia School Superintendent to find out what was going on with the school closure and what we can do to help.

Dr. Sims - Estancia School Superintendent: I want to apologize; I wasn't trying to call out a community. The mountain communities are a lot different than the valley communities. On Friday before last, I sent my drivers out to check on the roads. We run abbreviated routes frequently. Running an abbreviated route is not unusual if the roads are impassable. Along that route, we have congregate pickups with 5,10,15 kids get on at a time. 30% of our kids live up there, when we have inclement weather that precludes their ability to get out, we're missing a third of our kids and so we can't teach, but we're going to be reteaching a third of our students. Instructionally, that's our number one problem. The second problem is that particular Friday was a state count day. Our district gets funded for mileage and for ridership. When four of my six routes are going to complete less than 50% of their route and that mileage is cut in half, my account got cut in half. Of the 50% that we were able to drive the complete route for those families. Many of the families will bring those kids out because some of those families will not be able to, for fear of getting stuck. Not only do we go down on mileage, but we go down on ridership and we're funded by ridership and mileage, and we would lose up to \$100,000 in our funding for transportation. Having a third of our students out creates an equity issue where we're having school without a third of our students

and then it led to a funding issue. We were able to bump the count data Monday according to this state rights. By Monday, the roads were dry enough that we could run the complete routes. I appreciate the fact that Mr. Schropp is looking for solutions.

Samuel Schropp-County Commissioner: I believe you told me, on abbreviated routes due to bad weather and road conditions that a lot of the parents aren't able to bring their children down to the aggregate.

Dr. Sims - Estancia School Superintendent: No, sir. When we run an abbreviated route, we're running the pavement and so the parents had to come down those unimproved roads providing their own transportation to the pavement. Samuel Schropp-County Commissioner: Dr. Sims and her transportation coordinator have identified muddy spots and as I was urging a year ago, the County Road Department needs to dump some gravel of appropriate size in the ruts, mud, and hog wallows on those roads, not the entire road, just those trouble spots. Caliche topping can wait for better weather. My constituents told me all through the dry season, how bad the roads in the land grants are, and I couldn't see it at that time. In fact, I told one of them, I'm a Commissioner and your road is better than mine. Now we're in the wet season and I understand what they're talking about and it's, it's time to start improving conditions. I was taught in a leadership course that the people at the top have to show full commitment to a program in order to get people to buy in. As Dr. Sims said, when the buses are running on restricted routes, people don't bring their kids from those snowed in and muddy roads to the bus. I believe this Commission should show by deeds a commitment to getting our children to school safely.

Leonard Lujan-County Road Superintendent: I would like a copy of the bus route. I would be willing to drive around and check the roads. I agree with Commissioner Schropp, if we have to just work on certain spots on certain roads we can do that. That's the reason we have material stockpiled and ready to go. This last storm we went through, it was kind of a freak storm. We cleared all the mountain roads and down from Manzano where there was no snow down on the bottom, but way up on top of about 3.5 miles up, there was snow up there. Our policy says if there's not six inches, we don't remove snow, we leave it on the road so it will help the road compaction. If the school is having difficulties getting through, we might need to change that.

D. DWI: DWI Prevention Program Update/Presentation. (Tracey Master)

Tracey Master-County DWI Program Coordinator: Normally when I give updates, it's a lot of statistics, a lot of verbiage. I wanted to show you how the program has grown. I first became involved in the Torrance County DWI Prevention Program in the fall of 1998. I was the media representative to the DWI Planning Council as a staff writer for the East Mountain Telegraph newspaper, I later was a Representative for Torrance County Dispatch when I was a 911 Dispatcher and have been in this role since May of 2004. This is a little bit of update as to what has been going on through the years. In May 2004, the program funded all of the allowable components authorized by the Department of Finance and Administration, Local Government Division, Special Programs Bureau LDW, including prevention, enforcement, coordination, planning and evaluation, screening, compliance, monitoring, alternative sentencing, you know, domestic violence. As of 2023 we fund all of the components again, with the exception of domestic violence that was removed but in May 2004 prevention for the Torrance County DWI Prevention Program consisted of funding alternative activities in the Moriarty Municipal School District through the Drug Free Trust program and the Estancia Municipal School District through the TNT program. Those activities included such things as the monthly movies and other events at the Old Moriarty Community Center. Teens needing teens or the Estancia TNT program have provided services throughout the years as well. School based education was limited and provided to the Estancia Elementary School utilizing, protecting you, protecting me evidence-based curriculum. A billboard was also posted on the north side of eastbound I 40. That's what prevention looked like at the time, As of today, we fund prevention, enforcement, compliance, monitoring, and tracking, screening, alternative sentencing treatment and co-ordination, planning, and evaluation. We have a contract evaluator to ensure that we meet all of the requirements as set forth by the Department of Finance and Administration. Since 2004, the Smart Choice Ride designated driving program has been in place. I should say that's been in place since 2008. These are the changes since 2004. We've certified approximately 250 people in the Youth and Mental Health First Aid curriculum, participation in the Torrance County Community Health Fair and other outreach opportunities. We participate in the Torrance County Junior Deputy program, the Edgewood Junior Police Academy, and Estancia Teens need teens. We have hosted the annual Torrance County Suicide Prevention and Awareness Embrace Life celebration since 2018. We've done that with our community partners which include The Estancia Valley Youth and Family Council, County employees have participated in this event as well. Our partners through the Partnership for a Healthy Torrance Community have participated. Additionally, we have worked with the Torrance County Office of Emergency Management on Service Appreciation Day to honor our emergency responders. We continue protecting you, protecting me and

evidence-based curriculum. We provided, Keep A Clear Mind another evidence-based curriculum. We participate with school policy at Mountainair Middle/High School and conduct random drug screenings as requested by a school administration. Mountainair High also asks that we provide breathalyzers for prom and graduation as part of their school policy, working with our partners, the Estancia Valley Youth and Family Council, the Partnership for Healthy Torrance Community, and Perpetual Tear Memorial. We also participate in after prom parties for all three of our high schools in Estancia, Moriarty, and Mountainair. These are evidence-based programs provided by CCIMRT Moral Reconnect Therapy. It's basically different types of curricula that help people to retrain their brain and look at their thought processes before they make decisions. Some of those classes include Character Development, Job Readiness, Family and Parenting Values, Coping With Anger, Dealing With Trauma, and Dealing with the Potential for Opioid Relapse for people who are in recovery. We've also conducted several bingo events at the Doctor Saul Building in Mountainair, the Fair Building here in Estancia and the Moriarty Lions Club. We partner with the Town of Mountainair to host movies. Initially, the movies were held at the town's drive in. Now they take community members to an event. They will go to a theater in Los Lunas. That is another prevention activity. We've also provided education for Central New Mexico Electric Co-operative utilizing the DWI goggles, helping people understand how the goggles impair the vision and how they simulate the impairment of alcohol. We've also provided QPR suicide prevent to nearly 1500 people in our community, including the entire student body of Moriarty High School, the Moriarty Mental Health Team, the Estancia Mental Health Team, participants of the Mountainair Youth Conservation Corps, Edgewood Junior Police Academy and the entire staffs of both Mountainair Public Schools and the Estancia Valley Classical Academy. Other alternative events include utilizing the Estancia Aquatic Center. We had family night, middle school, high school night and then usually the last Sunday when the pool is open, we host an end of summer splash. In 2022, we collected and distributed diapers to families in need. There were a lot of people who have asked, "what did diapers have to do with DWI"? Prevention is prevention, is prevention. If you are helping families to meet their basic needs, that's suicide prevention. If you're helping people meet their basic needs, that's substance abuse prevention. If you're helping people meet their basic needs, that's DWI prevention. It all ties in together. We've had thousands of social media posts providing underage, drinking, substance abuse and DWI prevention information. We have oversight of our program by a Senior Certified Prevention Specialist. We've held numerous community dances in Moriarty and Estancia. This is just an example of somebody utilizing the fatal vision goggles. We have an oversized Jenga game, and we have the young people put on the goggles just to get

an idea of what it's like to try to do something impaired. A lot of times people will tell us, "that's not what it's like when I'm drunk". The reason they say that is because when you're utilizing the goggles, your vision is impaired, but your brain is still sober when you are actually impaired. It's everything. It's your judgment it's your vision. It's everything that is going on with your body. In the fall of 2022, we established a clothing distribution site, we call it Malia's closet, it is located at the Torrance County Teen Court building. Again, if we're helping people meet their basic needs, if our young people have socks, underwear, shoes, just the things that they need to exist, we are reducing the chances that they're going to engage in risky behaviors. We promoted safe holiday behaviors. Saint Patrick's Day, Valentine's Day, New Year's Day. In this week's paper, we'll have a letter to the editor reminding people to please not drink and drive during the holiday season. We've had the Arrive Alive tour, come to Torrance County three different times. They go to each of the high schools. This is a DWI simulator. The young people get into the vehicles, put a virtual reality headset on and they attempted to drive a vehicle. They experience bad weather, maybe people trying to cross the road, other drivers on the road, et cetera and it helps them to see what can happen again if they're impaired. We've participated in Red Ribbon Week in our elementary schools, Red Ribbon Week, is designed to promote drug use prevention. Red Ribbon Week is not evidence based by itself. However, in conjunction with the other programs that we offer, it becomes evidence based and falls within the Center for Substance Abuse Prevention Strategies or the C SAP six. This is something I'm particularly proud of. When COVID began in March of 2020 the entire world shut down. Many of the prevention programs across the state just said, "sorry, we can't do anything". We didn't take that approach. We found ways to reach people. We recorded YouTube and Zoom videos to provide prevention education that people could access. We did alternate prevention activities including zoom bingo and zoom craft classes. We partnered with the Towns of Mountainair and Estancia to provide Santa around the town parades. We have built a strong partnerships with the Torrance County Sheriff's Office and Fire Department. Torrance County Magistrate DWI court program, Mountainair Public Schools, the Estancia Municipal Schools, Moriarty/Edgewood School District, Estancia Valley Classical Academy, New Mexico State Police, Moriarty Fire, Moriarty Police, Town of Mountainair, Mountainair Police, Edgewood Police, Estancia Police, Estancia Fire, Perpetual Tears Memorial Inc, Edgewood Municipal Court, Moriarty Municipal Court, Estancia Valley Youth and Family Council, the Respect Program, Estancia Teens Need Teens, New Mexico Teen Court Association, New Mexico DWI Coordinators Affiliate, New Mexico Association of Drug Court Professionals, National Association of Drug Court Professionals, New Mexico Workforce Solutions and Santa Fe County DWI program. These relationships have been built

and cultivated over the past 18 years. In closing, this is an extra special thank you to my fellow employees and in some cases their families, whether it was driving a smart choice van, painting rocks at events, organizing car shows or distributing event flyers. They always came through. Even when we didn't ask for anything, they were there. You are all valued, cherished and appreciated. Thank you so much to this community for supporting our efforts over the past 18 years. It means the world to me.

E. MANAGER'S REPORT

Janice Barela-Madam County Manager: I'd like to take this opportunity if you don't mind just to kind of get a consensus on what the Commission would like me to present to Congresswoman Melanie Stansbury in regard to projects to submit for funding. We will be given a short window in which to apply, and I spoke with each one of you individually on this, but I would like the Commission also to discuss it. If you have anything in particular that you would like to bring forward at this time, or if it's at the discretion of the commission, I can visit some of your projects aligned with each other. I haven't shared that with each of you because that would be a rolling quorum. I thought this would be a good opportunity for the three of you to also discuss it. They're requesting a shovel-ready project that can be completed within one year.

Samuel Schropp-County Commissioner: The first thought would be the fence, on landfill. It's a mess and is affecting our constituents.

Ryan Schwebach-County Chairman: That was one of my thoughts too. Our admin offices are part of it. That's something we need to get done but won't be ready in a year. I think it's worth mentioning.

Samuel Schropp-County Commissioner: In my conversation with the County Manager, we have plans, the architect drawing in place for a new firehouse in Moriarty.

Janice Barela-Madam County Manager: You were correct as far as our conversation that we had about a firehouse. What I had mentioned at that time is that the City of Moriarty has their plans that they used for a new fire station. It was through funding with Congresswoman Melanie Stansbury's Office. That would be something that we could possibly get and then move forward with the same building plans, architectural design and that would be quicker and could get a turnaround within one year.

Samuel Schropp-County Commissioner: It would also take care of the problems we're having in McIntosh with fire suppression systems and retrofitting, housing,

the whole thing. I ran past the Road Department's property; it would be a place that would be shovel ready to go. The Road department would have to move some road materials around. We have the property available, and we have plans that we can get for Moriarty which would shortcut the process and as well as taking care of a bunch of logistical things we're facing with our present fire facilities.

Kevin McCall-County Vice Chair: That leads me into a phone call I had this week from the operators of Clines Corners. They are willing to donate property for a fire station on the 285 corridor which has been on our list for many years and/or build the building. They are very concerned about it as they grow their business. They had a truck that caught on fire very close to their facility. It took our First Responders some time to get there and it's just due to the sheer fact of where it's at. I think that could be more of a federal deal, the 285 corridor, since that is the official WIPP route transporting waste down that highway. That is an option, at least ground would be paid for or donated.

Samuel Schropp-County Commissioner: It would fill a real need because that's a long ways out.

Kevin McCall-County Vice Chair: If you look at the I 40 Corridor, it's a long way through Torrance County, going east and into Guadalupe County. There's many miles. That's a long ways for First Responders to respond. The fact that it's very busy, if not the busiest federal highway probably in this nation.

Ryan Schwebach-County Chairman: First, I can't argue with the fire building over there, but I don't recollect looking at our budgets on how we're going to manage that, because you look at our constituents, it's not heavy out there. Secondly, the reason we're having so many problems on that highway is because it's too fast and there's no police presence. State Police is responsible for that highway, and we're being tasked in the outcome of it. It doesn't matter if you lower the speed limit or not, if you don't have a presence there, this is going to continue to happen on top of a road that's falling apart. So that's why you have a problem.

Samuel Schropp-County Commissioner: The other thing I would bring up is that we need to speak with that Deputy Chief Sanchez about the practicality of staffing that place way out there.

Ryan Schwebach-County Chairman: We're talking about capital improvements here. I think it's worth mentioning, but before we do it, we need to think about the operating costs. A new facility here in McIntosh to replace one. I'm more in tune to that because our operating costs are going to be similar. Just because money is available, we don't need to be putting something up and they can't afford to operate it. If we can ramrod the flood diversion here in Estancia, if that can be accomplished, that's a long-term net game changer because of insurance. EMWT is always an economic benefit. If you provide economic opportunity for the individuals here, it's prevention. That is where my focus really lies because the last

thing I want to do is put up a \$5 million, or whatever the number is, fire house and nobody living here to use it.

Samuel Schropp-County Commissioner: I hadn't thought of using that kind of funding to build a diversion. I know that Mayor Dial has asked for that and has a certain amount of money, not enough to complete the project.

Janice Barela-Madam County Manager: Based on the conversation that I had with Trustee Morrow Hall; it was in the stage where it's before the Army Corps of Engineer. In order to get their flood diversion planned, the Town of Estancia does not have that back yet. When you're talking shovel ready, I don't know when they'll receive that and if it will be something that we can complete in one year. I'm not saying that it's not worth a discussion with Congresswoman Stansbury's office, I'm just trying to be realistic in our discussion.

Kevin McCall-County Vice Chair: We need to think outside of the box and go to our Legislators. The fact that there isn't many cities between Moriarty and Santa Rosa, that there's not some state funding that is given to that corridor for staffing. There is a need right through there. I see your concern about staffing and not many of our constituents live there, but yet it's our obligation.

Ryan Schwebach-County Chairman: On the fire station. The reason that was pulled up shovel ready, we got plans that we already had that we could piggyback off those plans. Does anybody know the dollar figure for that?

Janice Barela-Madam County Manager: I don't have that figure. That's something if the Commission was interested in that I would investigate. I know that in talking with an architect who is pricing out the possibility of the fairgrounds multi-purpose building, she gave me a square footage cost and so we may be looking at something similar to that and I would be able to try to price that out. Currently, I don't have that cost in front of me. In talking with a representative from Melanie Stansbury's office, they're talking up to possibly \$22 million. I'm not sure if he meant per project or overall funding that she would have. I do know that each Representative or Congress person is granted the opportunity to submit 15 projects, any projects above that, that they would like to submit for funding. They work with our Senators. Senators do not have a limit on how many projects they can put forward to request funding.

Samuel Schropp-County Commissioner: When we talked about the retainer fence. Was that a \$1.7 million figure?

Ryan Schwebach-County Chairman: \$700,000 would cover it. Realistically after we're getting some wind studies, that's more in the \$500,000 range.

Samuel Schropp-County Commissioner: Would you want to go to the Legislature or other ways to try and find that funding?

Ryan Schwebach-County Chairman: When we talked to our Legislature, or Senator, she advised us to go to the Feds with everything possible because there is

a ton of money that is out there. There's not a ton of money available to our Representatives.

Janice Barela-Madam County Manager: We can't ask for anything that's not on our ICIP list. I don't know if that's placed on the list.

Ryan Schwebach-County Chairman: I'm sure it's on the, the Solid Waste ICIP list. Being that we are a JPA member.

Janice Barela-Madam County Manager: We can lobby for that. Torrance County wouldn't receive it.

Samuel Schropp-County Commissioner: Torrance County would receive the benefits.

Ryan Schwebach-County Chairman: When is the meeting?

Janice Barela-Madam County Manager: They haven't set the meeting yet. It was supposed to be sometime last week, but there was a staffer from DC that was in town. They didn't follow up with a date and time. I will follow up with Jacob Trujillo from her office to have a further discussion. I was advised that Congresswoman Stansbury is interested in funding a project for Torrance County. The recommendation was to put at least a couple in at different funding levels to see what we can get funded. I was also informed that we should be prepared to submit that application quickly. There may be a window of two weeks to get that accomplished.

F. COMMISSIONERS' REPORTS

1) Kevin McCall – County Vice Chairman, District 1

Kevin McCall-County Vice Chair: It's apparent that we've got many construction projects coming up. We need to be thinking about possibly a Project Manager or consultant to help us carry through some of these projects that we approved today, our Admin it is already overwhelmed. We need to be thinking about that and adding it into the construction cost of different projects.

2) Ryan Schwebach - County Chairman, District 2

Ryan Schwebach-County Chairman: I also encourage you to send a letter to our Governor for more to follow through on her promise with funding State Police and the extra Police Officers to patrol I40.

3) Samuel Schropp – County Commissioner, District 3

Samuel Schropp-County Commissioner: I covered everything that I had my projects going. One thing I do want to say is that this has been a heck of a year and I have learned a whole lot. I've gained a tremendous amount of respect for the process and for my fellow commissioners.

14. EXECUTIVE SESSION:

- A. Threatened and pending litigation, Valerie Smith v. Yvonne Otero and Torrance County (authority to negotiate settlement), closed pursuant to NMSA 1978 Section 10-15- 1(H)(3)

Action Taken:

Ryan Schwebach – County Chairman: Motion to go into Executive Session.

Kevin McCall – County Vice Chairman: Seconds the motion.

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

MOTION CARRIED

12:41 PM

Action Taken:

Ryan Schwebach – County Chairman: Motion to move into Regular Session

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

1:30 PM

Ryan Schwebach – County Chairman: During Executive Session this Commission Discussed Threatened and pending litigation, Valerie Smith v. Yvonne Otero and Torrance County, closed pursuant to NMSA 1978 Section 10-15- 1(H)(3) and nothing else. The Manager will move forward as directed.

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

A. Regular Commission Meeting – December 27, 2023, at 9:00 AM

16. Signing of Official Documents

17. 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 1:32 PM

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.10B

DRAFT COPY
Torrance County Board of Commissioners
Regular Commission Meeting
December 27, 2023
9:00 AM

Commissioners Present:

KEVIN MCCALL – ACTING COUNTY 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
DONALD GOEN – COUNTY P & Z DIRECTOR

1. Call Meeting to order.

Kevin McCall – Acting County Chairman: Announces that Chairman Schwebach will not be attending the meeting today and he will be Acting County Chairman. He calls the December 27, 2023, Regular Commission Meeting to order at 9:05AM.

2. Pledge lead by: Kevin McCall- Acting County Chairman

Invocation lead by: Michael Garcia-County Attorney

3. Changes to the Agenda:

Janice Barela-Madam County Manager: Commissioner Schropp has asked that 8A, approval of the minutes of December 13, 2023, be deferred to the first meeting in January due to a few corrections. I informed Madam Clerk of this before the meeting.

Linda Jaramillo-County Clerk: Commissioner Shropp, were these corrections to the letter you presented?

Samuel Schropp–County Commissioner: It was throughout the minutes. There were several mistakes and I feel some omissions.

Linda Jaramillo-County Clerk: I will go over this with Genell. She will contact you.

Kevin McCall-Acting County Chairman: Approves deferring the approval of the minutes until the first meeting in January.

4. PROCLAMATION: None

5. CERTIFICATES AND AWARDS:

A. MANAGER: Retirement recognition and plaque presentation (Tracey Master 21 years with Torrance County).

Janice Barela-Madam County Manager: We have the great opportunity to acknowledge the retirement of Tracey Master, our DWI Coordinator who has been with the county for 21 years. Tracey began her full-time career with the county on July 15th, 2002. After Tracey's last public comment at our Commission meeting, I did some investigating and found that back when she started as the DWI Coordinator, she was an appointed employee. As an appointed employee she has a different type of time accumulation. Back then the Commission chose, through the Personnel Ordinance, to have this as an appointed position because it was a grant funded position and they could at any time let her go. At some time, it was moved over to a full-time salaried position, but I found no documentation on that.

But regardless of that, Tracey has been amazing throughout the years of service to the county. She is a very dedicated employee. She has worked tirelessly and with her whole heart and passion for the job that she does whether it was in dispatching or prevention work. She also worked very closely with the courts and cared a lot about going to our schools and making a difference at the lower levels and upper levels. She managed the Smart Choice van operation which probably saved a lot of lives.

She was a one-man show all these years and I know she worked through her vacation time when she was called in. Often, she was sick but still working. We appreciate all that she has done for the county. She networked throughout the state and has traveled extensively to get training throughout the nation to bring the best to Torrance County. We wish you the best at whatever you decide to do next.

Tracey Master-Torrance County DWI Coordinator: This all began when Bob Ayer, my predecessor, and County Manager at the time, called me while I was in the middle of a 911 call one day. I said, dude, you really need to get yourself an assistant, he said, great idea, come see me tomorrow. And that's where it happened. I was asked this week by the Independent what I viewed as my greatest success in this role, and I have to say, it's going to the schools and having the children happy to see you. It is having the clerk at Walmart say, I remember when you came to my class. It's also at midnight when somebody calls after maybe their loved one had gotten home from riding the Smart Choice Van and saying thank you so much for providing this service.

But I have to say the thing that stands out the most about this job is not the successes but the sadness and what will stay with me forever, and I hope, will stay with everyone here so that the DWI Program will continue. On April 23rd of 2016 a wrong way driver drove down Lexco Road and killed three people. The reason I remember that so well is because we had an Alternative Prevention Event that night. We had law enforcement out doing DWI directed patrols and enforcement activities and the Smart Choice Van was being utilized. No matter what we do, sometimes other people are going to make really stupid and criminal decisions, but I just hope that you all will keep up this work because it's very important. Miss. Nadine Milford worked way too hard for this program for it to go away. Thank you.

B. MANAGER: Retirement recognition and plaque presentation (Kathy Ness-Reyes 24 years with Torrance County).

Janice Barela-Madam County Manager: Next retirement recognition and plaque presented to Kathy Ness Reyes for 24 years with Torrance County. Kathy Ness began work with Torrance County on April 26th, 1999. She started in the Domestic Violence Program. I think that's when I started working with her when she was helping us out with the Respect Program and did the very first class on Domestic Violence Prevention for our senior girls that year. She moved over to community monitoring, where she built the program from scratch. Back then many arrested for misdemeanors were held in prison, costing the county a lot of money. Judge Jones and Kathy worked together to create an avenue for Judge Jones to release the inmates from jail, with Kathy overseeing them as they were going through pretrial hearings. Many were placed on ankle monitors, and they had to regularly call or meet with Kathy. She also tracked to make sure they were in

compliance with other court ordered conditions, such as attending counseling or taking courses. She would also provide drug testing. Kathy is dedicated and has an amazing work ethic. She consistently displayed those characteristics year after year in the courts. Both District and Magistrate Courts trusted Kathy and her judgment and would always take that seriously into consideration as they would make their decisions regarding whether they kept somebody in custody or released them.

She has earned that trust through the years, no matter who you talk to in the court system. They all have a great deal of respect for Kathy, and rightfully so. She has been consistent through the years and how she has conducted herself both professionally and the care that she has for everybody that is under her charge and the workload that she carries on any given day can be up to 100 or more people that check in with her, whether it's through the time that they do the pretrial, getting ready to go through all that, or if it's probationers after they've been adjudicated.

She built her entire program from scratch, and we know that because looking at her file, there was no job description for what she does. We've been preparing for her retirement and found that this was not that easy a job description to come up with to describe exactly what she did. She did it so well that I never got any complaints about her. I've never heard anything but wonderful things about her through the years. We never had to have county oversight of her or the courts that I know of. But she's just a phenomenal individual in both her value system and how she held the standard for every single person that came through the door and talked with her over the phone. She's another one that, no matter if it was day or night, weekend, vacation, holiday, sick or healthy she took care of business. Everyone had access to her, and she always took her phone with her. She literally she put everything she had into her job.

It will be difficult to replace you and I don't know how we're going to do it, but we're going to try our best to continue on with what you've built, and I appreciate you, Kathy, for everything that you've done. Thank you for the standard that you've helped to create. You've kept Torrance County a safer place by the oversight that you've had for these individuals in your care and these caseloads, which you've carried all these years. Congratulations on your well-earned retirement. We wish you the very best and I know your track record has shown that you'll be successful at whatever you do. But I'm hoping you get to enjoy your grand babies.

Kathy Ness-Reyes-Court Compliance Officer: Pretty much what I have to say is thank you. Thank you for the support, Tracy Sedillo, you're one that was here when I first started here as well as Linda Jaramillo. A lot of the people I started working with are gone. It was sad as I watched one by one of them leave. Torrance County is a wonderful place to work, and I always said throughout my years, 7th Judicial District Court and Magistrate Court were the best people to work with and you could always go talk to them with whatever you needed. Your judicial system is the finest in the State of New Mexico if not the United States of America I do want to thank my Lord Jesus Christ, Savior, if it wasn't for Him, I would have never made it. And yes, from this point on, what I'm going to do is nothing except for my 4 grand babies. I've told them all during Christmas that Grandma's home all the time. Yeah, so, grandma, can we come over. Yes, you can. Thank you so much.

KEVIN MCCALL–ACTING COUNTY CHAIRMAN: Congratulations and thank you for all you have done for Torrance County.

6. BOARD AND COMMITTEE APPOINTMENTS: None

7. PUBLIC COMMENT and COMMUNICATIONS: None

8. APPROVAL OF MINUTES

A. COMMISSION: Request approval of minutes of the December 13, 2023, Regular Meeting of the Board of County Commissioners. **Minutes deferred until next meeting.**

9. APPROVAL OF CONSENT AGENDA

A. FINANCE & PURCHASING: Request approval of payables.

Action Taken:

Kevin McCall – Acting County Chairman: Motion to approve payables..

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: County Commissioners: Yes: Kevin McCall – Acting County Chairman: -Yes: Samuel Schropp-County Commissioner: **MOTION CARRIED**

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

11. **ADOPTION OF RESOLUTION:** None

12. **APPROVALS**

A. PLANNING & ZONING: Request approval of the 2024 Planning & Zoning Board Meeting Schedule.

DONALD GOEN-COUNTY P & Z DIRECTOR: Commissioners, for your information and those listening to this meeting, the Planning and Zoning meetings are held on the first Wednesday of the month and deadline for submission for the following month is the close of business on the first Thursday of every month. This meeting schedule was reviewed by the Planning and Zoning Board and approved.

Action Taken:

Kevin McCall – Acting County Chairman: Motion to approve.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: County Commissioners: Yes: Kevin McCall – Acting County Chairman: -Yes: Samuel Schropp-County Commissioner: **MOTION CARRIED**

B. SHERIFF: Request approval of grant agreement between New Mexico Department of Transportation Traffic Safety Division and Torrance County for ENDWI (\$6,028), BKLUP (\$2,816), and STEP (\$4,400), for a total of \$13,244 (Approved by Grant Committee).

Cheryl Allen-Executive Assistant to County Sheriff: We are here to ask your approval of this grant agreement between New Mexico Department of Transportation and Torrance County. This is a recurring grant. We are being awarded more money than last year. With each of these programs EDWI, BKLUP and STEP we have different goals that we are tasked to meet. This provides funding for overtime for our deputies to get them out on the street to help us reduce crashes and DWI within New Mexico.

Action Taken:

Kevin McCall – Acting County Chairman: Motion to approve.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: County Commissioners: Yes: Kevin McCall – Acting County Chairman: -Yes: Samuel Schropp-County Commissioner: **MOTION CARRIED**

C. EMERGENCY MANAGEMENT: Request ratification of Sub-Recipient Grant Agreement, Hazard Mitigation Assistance Grant from the New Mexico Department of Homeland Security & Emergency Management in the amount of \$84,975 to update the County’s Hazard Mitigation Plan; requires a county match of \$8,995 (Approved by Grant Committee)

Samantha O’dell-County Emergency Manager: I am here to request approval of a of Sub-Recipient Grant Agreement, Hazard Mitigation Assistance Grant from the New Mexico Department of Homeland Security & Emergency Management in the amount \$84,975. This grant was approved by the grant committee. This is a grant we’ve been talking about during several past meetings. It was originally applied for on October 22nd. We finally did receive the grant to update our mitigation plan which unfortunately expired due to the delays. Our in-kind match is \$8,995.

Kevin McCall – Acting County Chairman: In-kind will be office space and so on.

Samantha O’dell-County Emergency Manager: Correct, as well as the procurement officer’s time for the RFP process, as well as others in my office working on the mitigation plan. We will have no problem meeting the in-kind match.

Action Taken:

Kevin McCall – Acting County Chairman: Motion to approve.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: County Commissioners: Yes: Kevin McCall – Acting County Chairman: -Yes: Samuel Schropp-County Commissioner: **MOTION CARRIED**

13. DISCUSSION

A. MANAGERS REPORT

Janice Barela-Madam County Manager: I only have one update and that is on my walk through of the Road Department workshop. Everything looks amazing. It was a pleasure to walk through and see how beautiful it turned out. There was nothing there but a small building but now we have an amazing building for our road crew to move into. We did get the Temporary Notice of Occupancy Certificate because they did have two final inspections. There is still sealant to be put on the concrete and a required plaque that needs to be put on the building. I'm hoping that the Commission will agree to do a ribbon cutting ceremony for it and inviting our State Legislatures who appropriated the money for this project. I told Leonard, what we will have to do is get the road built up before the ribbon cutting ceremony because it got really muddy on the existing road with the recent storm.

Kevin McCall –Acting County Chairman: I too was very excited about the new building. This was a project I was involved with from the start of my position as Commissioner. I envisioned it exactly the way it turned out. I hope the Road Department uses it wisely and takes care of it. I know they will.

B. COMMISSIONERS' REPORTS

Kevin McCall –Acting County Chairman, District 1:

Many of you have probably been traveling on Old 66 in front of the Pilot. It is a mess. I am going to put the DOT on blast about this. That is all I have for my update.

Samuel Schropp – County Commissioner, District 3:

Seek the job, get the job, do the job. On Christmas morning I visited the prison at 9:15AM because it is my obligation to the county and the people in the prison. It was warm, it was clean, and I visited with the detainees, and everything was good. I met with the Deer Canyon Preserve residents and listened to their concerns about road B-016. Leonard Lujan and his road crew were out there as well. On Monday

as I was going through my files looking for my NM EDGE (Education Designed to Generate Excellence in government) certificates so that I could schedule this year's training for County Commissioners, along with my County required FEMA certifications and, on a side note, there are only two people in the county payroll who have not completed this training and they are Commissioner McCall and Commissioner Schwebach.

Among my OSHA 10 Hour, and Road Ready certificates, I found the packet prepared by Madam County Manager for our interview with one of our candidates for Fire Chief from September 27, 2023. Lo and behold, there are all the PERA retirement materials, along with contemporaneous notes in the margins where I was doing the math on how much a Firefighter PERA would cost while we were interviewing the candidate.

We lost a very well-qualified candidate to lead our Fire and EMS because we weren't able to offer a Firefighter retirement. Two months later, at the last Commission meeting, I brought up the Firefighter retirement issue thinking that a resolution giving our career firefighting staff an opportunity to vote as required by law would be a no brainer slam dunk. Here is the packet provided by Madam County Manager for that agenda item. This information was available to us for 2 months, yet Commissioner McCall put the brakes on the process, saying he needed more time to consider the issue.

The information was available for over 2 months, the PERA discussion was on the agenda and known to this Commission, yet Chairman Schwebach conceded to Commissioner McCall's insistence that he need more time to see what the \$62,000.00 increase in the county's match would look like. That information has been available to the Commission for months and as Chairman Schwebach said at the last meeting, quote, "We know we have to do this." Yet, Chairman Schwebach conceded to Commissioner McCall's threat of a no vote and tabled the matter until the next meeting. We are here at the next meeting, and we are not going to vote on this. This is on a timeline. If we do not pass a resolution allowing the fire fighters to start this process before the PERA Board meets the next time it will get kicked down the road until their next meeting. Gentlemen, seek the job, get the job, do the job. Thank you.

14. EXECUTIVE SESSION:

A. COMMISSION: Interviews and discussion regarding the appointment of Fire Chief, closed pursuant to NMSA 1978 Section 10-15-14 (H)(2)

Kevin McCall – Acting County Chairman: Makes a motion to go into Executive Session.

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

Commission entered Executive Session at 9:28AM

Regular Session resumed at 11:30 AM

Kevin McCall – Acting County Chairman: Motion to move into Regular Session

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

15. ACTION ON EXECUTIVE SESSION ITEM A. COMMISSION:
Discussion and possible action regarding the appointment of Fire Chief.

Kevin McCall – Acting County Chairman: Item discussed in Executive session was interviews and discussion regarding the appointment of Fire Chief, closed pursuant to NMSA 1978 Section 10-15-14 (H)(2). Mr. James Winham was appointed to the position of Torrance County Fire Chief at the salary of \$90,000.00 with a three-year contract.

Announcement of the next Board of County Commissioners Meeting:

A. Regular Commission Meeting – January 10, 2024, at 9:00 AM

16. Signing of Official Documents

17. Adjourn.

Action Taken:

Motion to adjourn.

Kevin McCall – Acting County Chairman: Motion to adjourn.

Samuel Schropp – County Commissioner: Seconds the motion.

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

Meeting adjourned at 11:40AM

Kevin McCall-Acting Chairman

Linda Jaramillo-County Clerk

Date

The Video of this meeting can be viewed in its entirety on the Torrance County Website.



Agenda Item

No. 11



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 11A



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 **January 10, 2024**, and approved the attached check report as presented against the funds of Torrance County in the amount of **\$2,153,924.30**.

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.

Kathyrn Hernandez, County Treasurer

Check Report Summary:

Check Report Dates:	12/21/2023 to 01/04/2024	Total Payments: 162
Total Checks:	137	Checks: 127030 to 127184 (127155-127169 not included)
Voided Checks:	5	Checks: 126994, 127077, 127087, 127110, 127184
Bank Drafts:	11	BD: DFT0000619, DFT0000620, DFT0000621, DFT0000622, DFT0000632 (Reversed), DFT0000633 DFT0000634, DFT0000635, DFT0000636 DFT0000637, DFT0000638, DFT0000639, DFT0000641, DFT0000644
Electronic Fund Transfers:	5	EFT: 161 TO 164 (163 Reversed)
Total of Payments Issued:	\$2,153,924.30	



Torrance County, NM

Check Report

By Check Number

Date Range: 12/21/2023 - 01/04/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Main Checking-Main Checking						
1232	CORECIVIC INC.	12/28/2023	EFT	0.00	1,650,040.03	161
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
TSCO-ICE 072023	Invoice	12/28/2023	ICE & US MARSHAL INMATE CARE FY2024	0.00	1,650,040.03	
	825-070-2172		CARE OF INMATES		1,650,040.03	
			ICE INMATE CARE			
418	COLUMBUS BANK AND TRUST	01/03/2024	EFT	0.00	960.97	162
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0002958	Invoice	01/04/2024	Flex Plan	0.00	960.97	
	401-000-9001		Payroll Liabilities		960.97	
			Flex Plan			
5189	SUNRISE BANK	01/03/2024	EFT	0.00	2,540.27	163
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0002834	Invoice	12/07/2023	Sunrise Loan	0.00	1,226.48	
	401-000-9001		Payroll Liabilities		1,226.48	
			Sunrise Loan			
INV0002972	Invoice	01/04/2024	Sunrise Loan	0.00	1,313.79	
	401-000-9001		Payroll Liabilities		1,313.79	
			Sunrise Loan			
5189	SUNRISE BANK	01/04/2024	EFT	0.00	-2,540.27	163
5189	SUNRISE BANK	01/04/2024	EFT	0.00	1,313.79	164
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
TC 1.4.23	Invoice	01/04/2024	EMPLOYEE LOAN PAYMENTS PAYROLL DAT	0.00	1,313.79	
	401-000-9001		Payroll Liabilities		1,313.79	
			EMPLOYEE LOAN PAYMENTS PAY			
VEN01281	FIRST AMERICAN FINANCIAL ADVISORS, INC	01/04/2024	Regular	0.00	-47,798.60	126994
66	ALBUQUERQUE PUBLISHING CO.	12/27/2023	Regular	0.00	49.08	127030
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1579860	Invoice	12/26/2023	Publication for Public Hearing on 11-01-2	0.00	49.08	
	401-008-2221		PRINTING/PUBLISHING/A		49.08	
			Publication for Public Hearing o			
66	ALBUQUERQUE PUBLISHING CO.	12/27/2023	Regular	0.00	51.27	127031
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1581674	Invoice	12/26/2023	Carter SU public notice	0.00	51.27	
	401-008-2221		PRINTING/PUBLISHING/A		51.27	
			Carter SU public notice			
66	ALBUQUERQUE PUBLISHING CO.	12/27/2023	Regular	0.00	32.98	127032
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1579951	Invoice	12/26/2023	Tenorio SU public notice	0.00	32.98	
	401-008-2221		PRINTING/PUBLISHING/A		32.98	
			Tenorio SU public notice			
66	ALBUQUERQUE PUBLISHING CO.	12/27/2023	Regular	0.00	36.64	127033
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1581673	Invoice	12/26/2023	Giraud public notice	0.00	36.64	
	401-008-2221		PRINTING/PUBLISHING/A		36.64	
			Giraud public notice			
66	ALBUQUERQUE PUBLISHING CO.	12/27/2023	Regular	0.00	36.64	127034

Check Report

Date Range: 12/21/2023 - 01/04/2024

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		
1580011	Invoice	12/26/2023	Tate Appeal	0.00	36.64	
	401-008-2221		PRINTING/PUBLISHING/A Tate Appeal		36.64	
5450	AMAZON BUSINESS	12/27/2023	Regular	0.00	199.12	127035
166G-9KRR-RCVL	Invoice	12/27/2023	Supplies District 5	0.00	199.12	
	405-091-2219		SUPPLIES - GENERAL OFFI Sharpie Markers Fine Point		11.96	
	405-091-2219		SUPPLIES - GENERAL OFFI Dry Erase Markers		18.63	
	405-091-2219		SUPPLIES - GENERAL OFFI Zebra Pens		13.66	
	405-091-2219		SUPPLIES - GENERAL OFFI Sharpie Markers		4.44	
	405-091-2219		SUPPLIES - GENERAL OFFI Paper Labels		10.44	
	405-091-2248		SUPPLIES - SAFETY Adapter		32.99	
	405-091-2248		SUPPLIES - SAFETY Milwaukee Battery Pack		107.00	
5450	AMAZON BUSINESS	12/27/2023	Regular	0.00	57.32	127036
13PG-MFWY-7DG	Invoice	12/26/2023	2004 Ford Expedition Tail Light	0.00	57.32	
	604-083-2201		MAINTENANCE & REPAIR 2004 Ford Expedition Tail Light		57.32	
VEN01141	Apex Software	12/27/2023	Regular	0.00	1,560.00	127037
INV0002941	Invoice	12/26/2023	MAINTENANCE RENEWAL	0.00	1,560.00	
	401-040-2203		MAINTENANCE & REPAIR MAINTENANCE RENEWAL		1,560.00	
3043	AWARDS ETC.	12/27/2023	Regular	0.00	64.00	127038
02 65341	Invoice	12/21/2023	Plaques	0.00	64.00	
	401-005-2221		PRINTING/PUBLISHING/A Plaques - Retirement		64.00	
106	CENTRAL NM ELECTRIC COOP.	12/27/2023	Regular	0.00	313.55	127039
12.2023 9100	Invoice	12/26/2023	Dist 2 Monthly electric bill	0.00	313.55	
	406-091-2208		UTILITIES - ELECTRICITY Dist 2 Monthly electric bill- 050		167.50	
	406-091-2208		UTILITIES - ELECTRICITY Dist 2 Monthly electric bill- 910		146.05	
106	CENTRAL NM ELECTRIC COOP.	12/27/2023	Regular	0.00	1,861.17	127040
12.2023 9001	Invoice	12/26/2023	Judicial Monthly electric bill	0.00	1,861.17	
	401-016-2208		UTILITIES - ELECTRICITY Judicial Monthly electric bill		1,861.17	
106	CENTRAL NM ELECTRIC COOP.	12/27/2023	Regular	0.00	2,539.39	127041
12.2023 3000	Invoice	12/26/2023	Monthly Electric for FY24	0.00	2,539.39	
	401-015-2208		UTILITIES - ELECTRICITY Monthly Electric for FY24		2,539.39	
106	CENTRAL NM ELECTRIC COOP.	12/27/2023	Regular	0.00	90.97	127042

Check Report

Date Range: 12/21/2023 - 01/04/2024

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		
106	CENTRAL NM ELECTRIC COOP.	12/27/2023	Regular	0.00	223.16	127043
12.2023 6000	Invoice	12/26/2023	Dist 1 Monthly electric bill	0.00	90.97	
	407-091-2208		UTILITIES - ELECTRICITY		21.75	
	407-091-2208		UTILITIES - ELECTRICITY		25.90	
	407-091-2208		UTILITIES - ELECTRICITY		43.32	
106	CENTRAL NM ELECTRIC COOP.	12/27/2023	Regular	0.00	223.16	127043
12.2023 6900	Invoice	12/26/2023	Fairgrounds Monthly electric bill	0.00	223.16	
	401-053-2208		UTILITIES - ELECTRICITY		105.87	
	401-053-2208		UTILITIES - ELECTRICITY		35.51	
	401-053-2208		UTILITIES - ELECTRICITY		28.85	
	401-053-2208		UTILITIES - ELECTRICITY		24.24	
	401-053-2208		UTILITIES - ELECTRICITY		28.69	
106	CENTRAL NM ELECTRIC COOP.	12/27/2023	Regular	0.00	1,343.43	127044
12.2023 1300	Invoice	12/26/2023	Monthly Electric bill	0.00	1,343.43	
	413-091-2208		UTILITIES - ELECTRICITY		447.81	
	911-080-2208		UTILITIES - ELECTRICITY		248.34	
	911-080-2208		UTILITIES - ELECTRICITY		55.12	
	911-080-2208		UTILITIES - ELECTRICITY		592.16	
106	CENTRAL NM ELECTRIC COOP.	12/27/2023	Regular	0.00	246.51	127045
12.2023 2801	Invoice	12/26/2023	Health dept monthly electric bill	0.00	246.51	
	401-024-2208		UTILITIES - ELECTRICITY		246.51	
106	CENTRAL NM ELECTRIC COOP.	12/27/2023	Regular	0.00	300.93	127046
12.2023 9702	Invoice	12/26/2023	Estancia Senior Center monthly elec bill	0.00	300.93	
	401-036-2208		UTILITIES - ELECTRICITY		300.93	
106	CENTRAL NM ELECTRIC COOP.	12/27/2023	Regular	0.00	194.94	127047
12.2023 4503	Invoice	12/26/2023	Monthly Electric FY24	0.00	194.94	
	604-083-2208		UTILITIES - ELECTRICITY		194.94	
106	CENTRAL NM ELECTRIC COOP.	12/27/2023	Regular	0.00	125.01	127048
12.2023 4000	Invoice	12/26/2023	Dist 4 Monthly electric bill	0.00	125.01	
	409-091-2208		UTILITIES - ELECTRICITY		66.90	
	409-091-2208		UTILITIES - ELECTRICITY		58.11	
106	CENTRAL NM ELECTRIC COOP.	12/27/2023	Regular	0.00	473.67	127049
12.2023 4400	Invoice	12/26/2023	Dist 3 Monthly electric bill	0.00	473.67	
	408-091-2208		UTILITIES - ELECTRICITY		79.91	
	408-091-2208		UTILITIES - ELECTRICITY		369.85	
	408-091-2208		UTILITIES - ELECTRICITY		23.91	
106	CENTRAL NM ELECTRIC COOP.	12/27/2023	Regular	0.00	264.88	127050

Check Report

Date Range: 12/21/2023 - 01/04/2024

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		
12.2023 0701	Invoice 401-050-2208	12/26/2023	Sheriff Monthly electric bill UTILITIES - ELECTRICITY Sheriff Monthly electric bill	0.00	264.88	
106	CENTRAL NM ELECTRIC COOP.	12/27/2023	Regular	0.00	176.69	127051
12.2023 7505	Invoice 604-083-2208	12/26/2023	Monthly Electric FY24 UTILITIES - ELECTRICITY Monthly Electric FY24- 7505	0.00	176.69	
106	CENTRAL NM ELECTRIC COOP.	12/27/2023	Regular	0.00	592.26	127052
12.2023 7901	Invoice 401-027-2208	12/26/2023	Mountainair Senior Center Monthly elec UTILITIES - ELECTRICITY Mtair Senior Center Monthly ele	0.00	592.26	
106	CENTRAL NM ELECTRIC COOP.	12/27/2023	Regular	0.00	39.93	127053
12.2023 3806	Invoice 402-060-2208	12/26/2023	Road Monthly Electric bill UTILITIES - ELECTRICITY Road Monthly Electric bill	0.00	39.93	
106	CENTRAL NM ELECTRIC COOP.	12/27/2023	Regular	0.00	46.46	127054
12.2023 9300	Invoice 401-021-2208	12/26/2023	Monthly Electric bill UTILITIES - ELECTRICITY Monthly Electric bill	0.00	46.46	
106	CENTRAL NM ELECTRIC COOP.	12/27/2023	Regular	0.00	314.21	127055
12.2023 4401	Invoice 401-082-2208	12/26/2023	Monthly Electric FY24 UTILITIES - ELECTRICITY Monthly Electric FY24	0.00	314.21	
106	CENTRAL NM ELECTRIC COOP.	12/27/2023	Regular	0.00	330.18	127056
12.2023 3300	Invoice 405-091-2208 405-091-2208 405-091-2208	12/26/2023	Dist 5 Monthly Elec bill UTILITIES - ELECTRICITY Dist 5 Monthly Elec bill- 3300 UTILITIES - ELECTRICITY Dist 5 Monthly Elec bill- 3200 UTILITIES - ELECTRICITY Dist 5 Monthly Elec bill- 1701	0.00	330.18	
106	CENTRAL NM ELECTRIC COOP.	12/27/2023	Regular	0.00	69.07	127057
12.2023 9301	Invoice 418-091-2208	12/26/2023	Dist 6 Monthly electric bill UTILITIES - ELECTRICITY Dist 6 Monthly electric bill	0.00	69.07	
106	CENTRAL NM ELECTRIC COOP.	12/27/2023	Regular	0.00	257.34	127058
12.2023 1201	Invoice 401-037-2208	12/26/2023	Moriarty Senior Center monthly elec bill UTILITIES - ELECTRICITY Moriarty Senior Center monthly	0.00	257.34	
5416	CRYSTAL SPRINGS	12/27/2023	Regular	0.00	16.00	127059
97506	Invoice 911-080-2219	11/28/2023	Water Delivery for FY24 SUPPLIES - GENERAL OFFI Water Delivery for FY24	0.00	16.00	

Check Report

Date Range: 12/21/2023 - 01/04/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4383	DE LAGE LANDEN FINANCIAL SERVICE	12/27/2023	Regular	0.00	332.66	127060
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
81543623	Invoice	12/26/2023	Lease for copier	0.00	332.66	
	401-008-2284		LEASE EQUIPMENT		332.66	
4383	DE LAGE LANDEN FINANCIAL SERVICE	12/27/2023	Regular	0.00	332.66	127061
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
81543610	Invoice	12/26/2023	Copy Machine Lease Agreements - 25569	0.00	332.66	
	401-055-2284		EQUIPMENT LEASES		332.66	
4383	DE LAGE LANDEN FINANCIAL SERVICE	12/27/2023	Regular	0.00	342.90	127062
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
81543617	Invoice	12/26/2023	Copier	0.00	342.90	
	401-065-2221		PRINTING/PUBLISHING/A		342.90	
4383	DE LAGE LANDEN FINANCIAL SERVICE	12/27/2023	Regular	0.00	546.82	127063
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
81511283	Invoice	12/26/2023	Recurring TCSO De Lage FY2024	0.00	546.82	
	401-050-2284		EQUIPMENT LEASES		546.82	
2554	EPCOR USA, INC.	12/27/2023	Regular	0.00	106.43	127064
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
12.2023	Invoice	12/26/2023	Monthly water dist 2	0.00	106.43	
	406-091-2210		UTILITIES - WATER		106.43	
4846	HORIZONS OF NEW MEXICO	12/27/2023	Regular	0.00	55.12	127065
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
SINV038371	Invoice	12/26/2023	Recurring TCSO Shred Services FY2024	0.00	55.12	
	401-050-2271		OTHER SERVICES		55.12	
4846	HORIZONS OF NEW MEXICO	12/27/2023	Regular	0.00	27.56	127066
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
SINV038378	Invoice	12/26/2023	Document Destruction Services	0.00	27.56	
	911-080-2271		CONTRACTS OTHER SERVI		4.43	
	911-080-2271		CONTRACTS OTHER SERVI		23.13	
4846	HORIZONS OF NEW MEXICO	12/27/2023	Regular	0.00	27.56	127067
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
SINV038366	Invoice	12/26/2023	Shredding Services	0.00	27.56	
	401-055-2271		OTHER SERVICES		27.56	
4846	HORIZONS OF NEW MEXICO	12/27/2023	Regular	0.00	27.56	127068
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
SINV038379	Invoice	12/26/2023	Document Destruction	0.00	27.56	
	401-010-2271		CONTRACT-OTHER SERVI		27.56	
4846	HORIZONS OF NEW MEXICO	12/27/2023	Regular	0.00	27.56	127069
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
SINV038365	Invoice	12/26/2023	DOCUMENT DESTRUCTION SERVICES	0.00	27.56	
	401-040-2272		CONTRACT - PROFESSION		27.56	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
662	IAAO	12/27/2023	Regular	0.00	240.00	127070
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0002943	Invoice	12/26/2023	MEMBERSHIP DUES	0.00	240.00	
	401-040-2266		EMPLOYEE TRAINING		240.00	
3111	MASTER, TRACEY	12/27/2023	Regular	0.00	37.10	127071
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0002944	Invoice	12/26/2023	Lock for DWI Program Storage Building	0.00	37.10	
	605-003-2219		SUPPLIES - GENERAL OFFI		37.10	
2062	POWER PHONE INC	12/27/2023	Regular	0.00	4,854.19	127072
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
81805	Invoice	12/26/2023	Total Response Annual Service Plan	0.00	4,854.19	
	911-080-2228		SOFTWARE		449.55	
	911-085-2266		EMPLOYEE TRAINING		4,404.64	
3331	SOUTHWEST PROPANE LLC	12/27/2023	Regular	0.00	818.84	127073
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
G900851600050	Invoice	12/27/2023	Southwest Propane Utility for District 2 O	0.00	818.84	
	406-091-2209		UTILITIES - NATURAL GAS		818.84	
3331	SOUTHWEST PROPANE LLC	12/27/2023	Regular	0.00	923.56	127074
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
G518211600052	Invoice	12/27/2023	Southwest Propane Utility for District 4 O	0.00	923.56	
	409-091-2209		UTILITIES - NATURAL GAS		923.56	
5605	TRANSWORLD NETWORK CORP.	12/27/2023	Regular	0.00	85.90	127075
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
15699693-0461	Invoice	12/27/2023	INTERNET FOR 702 DUNLAVY WILLARD DI	0.00	85.90	
	406-091-2207		TELECOMMUNICATIONS		85.90	
4582	DH PACE COMPANY INC	12/28/2023	Regular	0.00	1,330.06	127076
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
SVC/276-150487	Invoice	12/28/2023	EMERGENCY BAY DOOR REPAIR DIST 2	0.00	1,330.06	
	406-091-2215		MAINTENANCE & REPAIR		1,330.06	
4979	DT AUTOMOTIVE	12/28/2023	Regular	0.00	650.00	127077
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
TCSO12192023	Invoice	12/28/2023	REPAIR OF MIRRORS FOR SHERIFF DEPT	0.00	650.00	
	401-050-2201		MAINTENANCE & REPAIR		650.00	
4979	DT AUTOMOTIVE	01/04/2024	Regular	0.00	-650.00	127077
VEN01272	Torreon Domestic Water Association	12/28/2023	Regular	0.00	2,618.30	127078
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
374495	Invoice	12/28/2023	WORK ON WELL IN TORREON NM	0.00	2,618.30	
	836-045-2450		TORREON MUTUAL DOM		72.95	
	836-045-2450		TORREON MUTUAL DOM		2,350.00	
	836-045-2450		TORREON MUTUAL DOM		195.35	
3207	AIRGAS USA LLC	01/03/2024	Regular	0.00	509.03	127079

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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		
5504286498	Invoice	01/02/2024	Airgas Rental Open PO	0.00	509.03	
	408-091-2230	SUPPLIES - MEDICAL	New open D3		509.03	
4709	ALBUQUERQUE OFFICE SYSTEMS	01/03/2024	Regular	0.00	3,947.77	127080
11246	Invoice	12/29/2023	Undersheriff's Office Furniture	0.00	3,947.77	
	620-094-2218	MAINTENANCE & REPAIR	Undersheriff's Office Furniture		3,134.68	
	620-094-2218	MAINTENANCE & REPAIR	Furniture Install		720.00	
	620-094-2218	MAINTENANCE & REPAIR	taxes		93.09	
5450	AMAZON BUSINESS	01/03/2024	Regular	0.00	309.98	127081
1WD4-Q17Q-QH	Invoice	12/28/2023	Supplies District 2	0.00	309.98	
	406-091-2219	SUPPLIES - GENERAL OFFI	Whiteboard		119.99	
	406-091-2248	SUPPLIES - SAFETY	Storage Cabinet		189.99	
5450	AMAZON BUSINESS	01/03/2024	Regular	0.00	579.99	127082
1CKJ-R4QJ-GXVF	Invoice	12/21/2023	Drain cleaner	0.00	579.99	
	401-015-2215	MAINTENANCE & REPAIR	Drain cleaner		58.00	
	401-016-2215	MAINTENANCE & REPAIR	Drain cleaner		58.00	
	401-023-2215	MAINTENANCE & REPAIR	Drain cleaner		58.00	
	401-024-2215	MAINTENANCE & REPAIR	Drain cleaner		58.00	
	401-027-2215	MAINTENANCE & REPAIR	Drain cleaner		58.00	
	401-036-2215	MAINTENANCE & REPAIR	Drain cleaner		58.00	
	401-037-2215	MAINTENANCE & REPAIR	Drain cleaner		58.00	
	401-053-2215	MAINTENANCE & REPAIR	Drain cleaner		58.00	
	401-082-2215	MAINTENANCE & REPAIR	Drain cleaner		58.01	
	401-087-2215	MAINTENANCE & REPAIR	Drain cleaner		57.98	
5450	AMAZON BUSINESS	01/03/2024	Regular	0.00	191.96	127083
1NTQ-RRH6-MHT	Invoice	01/03/2024	Roller shades	0.00	191.96	
	401-024-2215	MAINTENANCE & REPAIR	Roller shades		191.96	
5450	AMAZON BUSINESS	01/03/2024	Regular	0.00	39.31	127084
11M7-Q7X6-KHC	Invoice	01/02/2024	Batteries	0.00	39.31	
	402-060-2219	SUPPLIES - GENERAL OFFI	Batteries		39.31	
5450	AMAZON BUSINESS	01/03/2024	Regular	0.00	222.64	127085
1911-C1RR-9F37	Invoice	12/29/2023	Open House and Office Supplies	0.00	222.64	
	401-050-2219	SUPPLIES - GENERAL OFFI	Tea Lights		42.99	
	401-050-2219	SUPPLIES - GENERAL OFFI	business card paper		46.14	
	401-050-2224	SUPPLIES - EDUCATION	pompoms		5.99	
	401-050-2224	SUPPLIES - EDUCATION	Elmer's Glue Sticks		5.55	
	401-050-2224	SUPPLIES - EDUCATION	snowflake kits		49.98	
	401-050-2224	SUPPLIES - EDUCATION	crayola crayons		11.96	
	401-050-2224	SUPPLIES - EDUCATION	rhinestone stickers		7.95	
	401-050-2224	SUPPLIES - EDUCATION	christmas headband kits		29.98	
	401-050-2224	SUPPLIES - EDUCATION	christmas face sticker kit		22.10	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5450	AMAZON BUSINESS	01/03/2024	Regular	0.00	1,252.22	127086
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1WLH-33PY-6H3	Invoice	12/20/2023	Field, office, field, kennel supplies	0.00	1,252.22	
	Account Number	Account Name	Item Description	Distribution Amount		
	401-082-2219	SUPPLIES - GENERAL OFFI	Desk calendar	9.89		
	401-082-2219	SUPPLIES - GENERAL OFFI	Wall calendars	92.05		
	401-082-2219	SUPPLIES - GENERAL OFFI	Wireless mouse	15.89		
	401-082-2219	SUPPLIES - GENERAL OFFI	Sharpie highlighters	21.98		
	401-082-2219	SUPPLIES - GENERAL OFFI	Pens	34.88		
	401-082-2219	SUPPLIES - GENERAL OFFI	Hanging file organizer	99.79		
	401-082-2219	SUPPLIES - GENERAL OFFI	Wireless mouse	9.89		
	401-082-2219	SUPPLIES - GENERAL OFFI	Wireless mouser	11.89		
	401-082-2219	SUPPLIES - GENERAL OFFI	Magenta toner	115.00		
	401-082-2219	SUPPLIES - GENERAL OFFI	Monitor stand riser	62.70		
	401-082-2219	SUPPLIES - GENERAL OFFI	Cyan toner	81.89		
	401-082-2222	SUPPLIES - FIELD SUPPLIE	Patrol bag for ACO vehiclest	158.97		
	401-082-2222	SUPPLIES - FIELD SUPPLIE	Bluetooth keyboard for tablet	134.94		
	401-082-2222	SUPPLIES - FIELD SUPPLIE	Patch for medical bag	18.87		
	401-082-2222	SUPPLIES - FIELD SUPPLIE	Car chargers for ACO vehicles	14.99		
	401-082-2222	SUPPLIES - FIELD SUPPLIE	Cup holder tablet mount	88.47		
	401-082-2222	SUPPLIES - FIELD SUPPLIE	Medical bag for ACO in field	71.22		
	401-082-2223	SUPPLIES - KENNEL	Clock radio with bluetooth for k	39.98		
	430-082-2223	SUPPLIES - KENNEL	Squeaky toys for dogs	63.96		
	430-082-2223	SUPPLIES - KENNEL	Squeaky toys for dogs	32.99		
	430-082-2223	SUPPLIES - KENNEL	Squeaky toys for dogs	71.98		
	Void	01/03/2024	Regular	0.00	0.00	127087
5450	AMAZON BUSINESS	01/03/2024	Regular	0.00	43.69	127088
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1YPV-VLDR-9KYC	Invoice	01/02/2024	Battery charger	0.00	43.69	
	Account Number	Account Name	Item Description	Distribution Amount		
	401-050-2215	MAINTENANCE & REPAIR	Battery charger	43.69		
5450	AMAZON BUSINESS	01/03/2024	Regular	0.00	1,259.70	127089
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1L9K-RGTF-9WYH	Invoice	12/27/2023	Supplies District 2	0.00	1,259.70	
	Account Number	Account Name	Item Description	Distribution Amount		
	406-091-2219	SUPPLIES - GENERAL OFFI	Magnetic Eraser	11.78		
	406-091-2219	SUPPLIES - GENERAL OFFI	Chalk Markers	13.94		
	406-091-2248	SUPPLIES - SAFETY	Weather Meter	632.84		
	406-091-2248	SUPPLIES - SAFETY	NM Flag	23.26		
	406-091-2248	SUPPLIES - SAFETY	Flagpole Hardware	17.99		
	406-091-2248	SUPPLIES - SAFETY	Drivesmart	559.89		
5450	AMAZON BUSINESS	01/03/2024	Regular	0.00	1,311.21	127090
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
14RH-6RT6-YYKC	Invoice	12/29/2023	Office Supplies including monitors	0.00	1,311.21	
	Account Number	Account Name	Item Description	Distribution Amount		
	401-050-2219	SUPPLIES - GENERAL OFFI	ViewSonic Monitors	934.96		
	401-050-2219	SUPPLIES - GENERAL OFFI	possible shipping and price incr	95.31		
	401-050-2219	SUPPLIES - GENERAL OFFI	blue pens	46.96		
	401-050-2219	SUPPLIES - GENERAL OFFI	Legal Pads	27.98		
	401-050-2219	SUPPLIES - GENERAL OFFI	Classification Folders Green	34.66		
	401-050-2219	SUPPLIES - GENERAL OFFI	3 hole punch	21.27		
	401-050-2219	SUPPLIES - GENERAL OFFI	2 hole punch	9.65		
	401-050-2219	SUPPLIES - GENERAL OFFI	Stapler	15.99		
	401-050-2219	SUPPLIES - GENERAL OFFI	RFID Blocking Sleeves	47.70		
	401-050-2219	SUPPLIES - GENERAL OFFI	black pens	49.50		
	401-050-2219	SUPPLIES - GENERAL OFFI	red pens	27.23		
3043	AWARDS ETC.	01/03/2024	Regular	0.00	219.56	127091

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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		
02 65309	Invoice	12/26/2023	2023 Safety Award Plaques	0.00	219.56	
	600-006-2248		SUPPLIES - SAFETY		209.06	
	600-006-2248		SUPPLIES - SAFETY		10.50	
5408	BANK OF AMERICA	01/03/2024	Regular	0.00	194.25	127092
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
AABQTLYD9Q8Z	Invoice	01/02/2024	Food Items for Responders at Structure Fi	0.00	194.25	
	604-083-2248		SUPPLIES - SAFETY		32.89	
	604-083-2248		SUPPLIES - SAFETY		30.69	
	604-083-2248		SUPPLIES - SAFETY		130.67	
5408	BANK OF AMERICA	01/03/2024	Regular	0.00	616.86	127093
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
334000575471	Invoice	01/03/2024	Open House Refreshments	0.00	616.86	
	401-050-2257		OUTREACH MATERIALS		122.11	
	401-050-2257		OUTREACH MATERIALS		14.84	
	401-050-2257		OUTREACH MATERIALS		62.57	
	401-050-2257		OUTREACH MATERIALS		404.68	
	401-050-2257		OUTREACH MATERIALS		12.66	
5408	BANK OF AMERICA	01/03/2024	Regular	0.00	1,909.88	127094
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
231115-MG-4469	Invoice	01/03/2024	Law Books	0.00	1,909.88	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		168.00	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		141.88	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		1,600.00	
5408	BANK OF AMERICA	01/03/2024	Regular	0.00	358.75	127095
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
Ogo8z0000002Yo	Invoice	01/03/2024	EMS License Renewal/In Use License Dist	0.00	358.75	
	416-083-2230		SUPPLIES - MEDICAL		100.00	
	416-083-2230		SUPPLIES - MEDICAL		250.00	
	416-083-2230		SUPPLIES - MEDICAL		8.75	
5408	BANK OF AMERICA	01/03/2024	Regular	0.00	253.87	127096
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2624467104	Invoice	01/03/2024	Adobe Licensing FY2024	0.00	253.87	
	401-096-2228		SOFTWARE		253.87	
5408	BANK OF AMERICA	01/03/2024	Regular	0.00	270.68	127097
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2606869808	Invoice	01/03/2024	Adobe Licensing FY2024	0.00	270.68	
	401-096-2228		SOFTWARE		270.68	
5408	BANK OF AMERICA	01/03/2024	Regular	0.00	31.95	127098
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5244	Invoice	01/02/2024	Notary Renewal	0.00	31.95	
	401-055-2219		SUPPLIES - GENERAL OFFI		1.95	
	401-055-2269		SUBSCRIPTIONS & DUES		30.00	
3920	BOOT BARN INC	01/03/2024	Regular	0.00	352.99	127099

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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		
325308	Invoice	01/02/2024	Safety Boots Clerks Office	0.00	352.99	
	600-006-2248	SUPPLIES - SAFETY	Safety Boots Clerks Office		352.99	
859	BOUND TREE MEDICAL, LLC	01/03/2024	Regular	0.00	678.54	127100
85180468	Invoice	01/02/2024	EMS Supplies/Equipment/Medications FY	0.00	678.54	
	416-083-2230	SUPPLIES - MEDICAL	EMS Supplies/Equipment/Medi		678.54	
859	BOUND TREE MEDICAL, LLC	01/03/2024	Regular	0.00	309.20	127101
85183941	Invoice	01/02/2024	EMS Supplies/Equipment/Medications FY	0.00	309.20	
	416-083-2230	SUPPLIES - MEDICAL	EMS Supplies/Equipment/Medi		309.20	
859	BOUND TREE MEDICAL, LLC	01/03/2024	Regular	0.00	155.00	127102
85191738	Invoice	01/02/2024	EMS Supplies/Equipment/Medications FY	0.00	155.00	
	416-083-2230	SUPPLIES - MEDICAL	EMS Supplies/Equipment/Medi		155.00	
5604	BRAYCON COMPANIES, LLC	01/03/2024	Regular	0.00	3,561.94	127103
23	Invoice	01/03/2024	Braycon Lyndsi Donner FY24	0.00	3,561.94	
	635-055-2402	GRANT MATCHING	Braycon Lyndsi Donner FY24		261.94	
	635-068-2272	CONTRACT - PROFESSION	Braycon Lyndsi Donner FY24		3,300.00	
2812	COMPUTER CORNER INC	01/03/2024	Regular	0.00	145.00	127104
2209831	Invoice	12/28/2023	Display Port Cables	0.00	145.00	
	401-050-2219	SUPPLIES - GENERAL OFFI	Display Port Cables		145.00	
5416	CRYSTAL SPRINGS	01/03/2024	Regular	0.00	13.00	127105
9262052	Invoice	01/03/2024	Drinking water- Finance	0.00	13.00	
	401-055-2219	SUPPLIES - GENERAL OFFI	Drinking water- Finance		8.00	
	401-055-2219	SUPPLIES - GENERAL OFFI	Processing Fee		5.00	
5308	DIRECTV, LLC.	01/03/2024	Regular	0.00	107.89	127106
069212456X2312	Invoice	01/03/2024	Direct TV for Fire dept	0.00	107.89	
	416-083-2271	CONTRACT - OTHER SERV	Direct TV for Fire dept		107.89	
4705	DOUBLE H AUTO	01/03/2024	Regular	0.00	17.98	127107
081026	Invoice	12/20/2023	Napa open P/O for Maint	0.00	17.98	
	401-065-2218	MAINTENANCE & REPAIR	Napa open P/O		17.98	
4705	DOUBLE H AUTO	01/03/2024	Regular	0.00	111.57	127108
080938	Invoice	01/02/2024	Belts, filters, parts, lights, fluids for fleet	0.00	6.58	
	402-060-2201	MAINTENANCE & REPAIR	Belts, filters, parts, lights, fluids		6.58	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
582084	Invoice 402-060-2201	01/02/2024	Belts, filters, parts, lights, fluids for fleet MAINTENANCE & REPAIR	0.00	104.99	
			Belts, filters, parts, lights, fluids		104.99	
50	EMW GAS ASSOCIATION	01/03/2024	Regular	0.00	8,759.37	127109
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
12.2023 0500	Account Number	Account Name	Item Description	Distribution Amount		
12.2023 0500	Invoice 418-091-2209	01/03/2024	Monthly gas bill UTILITIES - NATURAL GAS	0.00	482.29	
12.2023 0580	Invoice 401-082-2209	01/03/2024	Monthly gas bill UTILITIES - NATURAL GAS	0.00	398.59	
12.2023 1850	Invoice 401-015-2209	01/03/2024	Monthly gas bill UTILITIES - NATURAL GAS	0.00	1,125.73	
12.2023 1860	Invoice 402-060-2209	01/03/2024	Monthly gas bill UTILITIES - NATURAL GAS	0.00	542.25	
12.2023 1990	Invoice 401-024-2209	01/03/2024	Monthly gas bill UTILITIES - NATURAL GAS	0.00	144.57	
12.2023 2330	Invoice 401-037-2209	01/03/2024	Monthly gas bill UTILITIES - NATURAL GAS	0.00	389.36	
12.2023 3680	Invoice 406-091-2209	01/03/2024	Monthly gas bill UTILITIES - NATURAL GAS	0.00	403.96	
12.2023 4090	Invoice 401-053-2209	01/03/2024	Monthly gas bill UTILITIES - NATURAL GAS	0.00	27.33	
12.2023 4510	Invoice 405-091-2209	01/03/2024	Monthly gas bill UTILITIES - NATURAL GAS	0.00	381.71	
12.2023 5390	Invoice 408-091-2209	01/03/2024	Monthly gas bill UTILITIES - NATURAL GAS	0.00	587.55	
12.2023 5690	Invoice 402-060-2209	01/03/2024	Monthly gas bill UTILITIES - NATURAL GAS	0.00	135.25	
12.2023 5870	Invoice 401-036-2209	01/03/2024	Monthly gas bill UTILITIES - NATURAL GAS	0.00	311.71	
12.2023 6000	Invoice 401-016-2209	01/03/2024	Monthly gas bill UTILITIES - NATURAL GAS	0.00	2,368.11	
12.2023 6140	Invoice 401-050-2209	01/03/2024	Monthly gas bill UTILITIES - NATURAL GAS	0.00	394.28	
12.2023 6230	Invoice 405-091-2209	01/03/2024	Monthly gas bill UTILITIES - NATURAL GAS	0.00	297.64	
12.2023 6380	Invoice 612-020-2308	01/03/2024	Monthly gas bill VOTING MACHINE STORA	0.00	139.24	
12.2023 9250	Invoice 408-091-2209	01/03/2024	Monthly gas bill UTILITIES - NATURAL GAS	0.00	363.73	
12.2023 9530	Invoice 911-080-2209	01/03/2024	Monthly gas bill UTILITIES - NATURAL GAS	0.00	266.07	
	Void	01/03/2024	Regular	0.00	0.00	127110
51	ESTANCIA, TOWN OF	01/03/2024	Regular	0.00	2,083.98	127111
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
12.2023 1108	Account Number	Account Name	Item Description	Distribution Amount		
12.2023 1108	Invoice 402-060-2210	01/03/2024	Monthly water bill UTILITIES - WATER	0.00	203.47	
12.2023 1112	Invoice 401-015-2210	01/03/2024	Monthly water bill UTILITIES - WATER	0.00	431.66	
12.2023 1380	Invoice 401-050-2210	01/03/2024	Monthly water bill UTILITIES - WATER	0.00	127.94	
12.2023 249	Invoice	01/03/2024	Monthly water bill	0.00	127.94	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	401-036-2210	UTILITIES - WATER	Monthly water bill		127.94	
12.2023 291	Invoice	01/03/2024	Monthly water bill	0.00	718.98	
	401-053-2210	UTILITIES - WATER	Monthly water bill- 291		718.98	
12.2023 373	Invoice	01/03/2024	Monthly water bill	0.00	107.48	
	401-024-2210	UTILITIES - WATER	Monthly water bill		107.48	
12.2023 40	Invoice	01/03/2024	Monthly Water bill	0.00	270.51	
	401-016-2210	UTILITIES - WATER	Monthly Water bill		270.51	
12.2023 750	Invoice	01/03/2024	Monthly water bill	0.00	96.00	
	401-053-2210	UTILITIES - WATER	Monthly water bill- 750		96.00	
944	GRAINGER, INC.	01/03/2024	Regular	0.00	292.83	127112
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9943745092	Invoice	01/02/2024	Draft inducer assembly	0.00	292.83	
	401-082-2215	MAINTENANCE & REPAIR	Draft inducer assembly		292.83	
36	GUSTIN HARDWARE, INC.	01/03/2024	Regular	0.00	5.59	127113
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
368433	Invoice	01/03/2024	Mountainair Sen open P/O FY-24	0.00	5.59	
	401-027-2215	MAINTENANCE & REPAIR	Mountainair Sen open P/O FY-2		5.59	
214	HART'S TRUSTWORTHY HARDWARE	01/03/2024	Regular	0.00	317.37	127114
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
A133078	Invoice	01/03/2024	TCPO open P/O FY-24	0.00	317.37	
	401-024-2215	MAINTENANCE & REPAIR	TCPO open P/O FY-24		317.37	
214	HART'S TRUSTWORTHY HARDWARE	01/03/2024	Regular	0.00	5.99	127115
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
B530069	Invoice	01/02/2024	Dispatch open P/O FY-24	0.00	5.99	
	911-080-2215	MAINTENANCE & REPAIR	Dispatch open P/O FY-24		5.99	
214	HART'S TRUSTWORTHY HARDWARE	01/03/2024	Regular	0.00	5.79	127116
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
B528835	Invoice	01/02/2024	Admin open P/O FY-24	0.00	5.79	
	401-015-2215	MAINTENANCE & REPAIR	Admin open P/O FY-24		5.79	
214	HART'S TRUSTWORTHY HARDWARE	01/03/2024	Regular	0.00	23.16	127117
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
B528836	Invoice	01/02/2024	Judicial open P/O FY-24	0.00	23.16	
	401-016-2215	MAINTENANCE & REPAIR	Judicial open P/O FY-24		23.16	
214	HART'S TRUSTWORTHY HARDWARE	01/03/2024	Regular	0.00	39.98	127118
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
B529549	Invoice	01/02/2024	Admin open P/O FY-24	0.00	39.98	
	401-015-2215	MAINTENANCE & REPAIR	Admin open P/O FY-24		39.98	
214	HART'S TRUSTWORTHY HARDWARE	01/03/2024	Regular	0.00	9.78	127119
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
B528658	Invoice	12/20/2023	Moriarty senior open P/O FY-24	0.00	9.78	
	401-037-2215	MAINTENANCE & REPAIR	Moriarty senior open P/O FY-24		9.78	
VEN01275	MCKINNEY, JASMINE	01/03/2024	Regular	0.00	25.00	127120

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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		
12.2023	Invoice 635-068-2272	01/03/2024	JYG Youth Stipend CONTRACT - PROFESSION	0.00	25.00	
VEN01236	New Mexico Association of Emergency Manage	01/03/2024	Regular	0.00	60.00	127121
23049	Invoice 604-083-2269	12/26/2023	NMAEMP Annual Association SUBSCRIPTIONS & DUES	0.00	60.00	
177	NEW MEXICO COUNTIES	01/03/2024	Regular	0.00	550.00	127122
LC2024-112023-1	Invoice 401-090-2266	12/26/2023	2024 Legislative Conference EMPLOYEE TRAINING	0.00	275.00	
LC2024-112023-1	Invoice 401-020-2266	12/26/2023	2024 Legislative Conference EMPLOYEE TRAINING	0.00	275.00	
177	NEW MEXICO COUNTIES	01/03/2024	Regular	0.00	600.00	127123
LC2024-122023-2	Invoice 413-091-2266	01/02/2024	NM Counties Legislative Conference EMPLOYEE TRAINING	0.00	600.00	
1096	NM RETIREE HEALTH-CARE AUTHORI	01/03/2024	Regular	0.00	6,201.05	127124
CM0000098	Credit Memo 401-000-9001	12/28/2023	Retiree Health Care Payroll Liabilities	0.00	-25.42	
INV0002937	Invoice 401-000-9001	12/20/2023	Retiree Health Care Payroll Liabilities	0.00	30.60	
INV0002971	Invoice 401-000-9001	01/04/2024	Retiree Health Care Payroll Liabilities	0.00	6,195.87	
1385	NM TAXATION & REVENUE	01/03/2024	Regular	0.00	481.60	127125
INV0002976	Invoice 401-000-9001	01/04/2024	Workers Comp Payroll Liabilities	0.00	481.60	
5307	NUBE GROUP	01/03/2024	Regular	0.00	154.85	127126
IN65382	Invoice 401-055-2203	01/03/2024	Copy overage charges- Finance MAINTENANCE & REPAIR	0.00	154.85	
2015	PLATEAU WIRELESS	01/03/2024	Regular	0.00	127.28	127127
12.2023 1365	Invoice 407-091-2207	01/03/2024	Internet & wireless services Fire dept TELECOMMUNICATIONS	0.00	127.28	
3859	PRUDENTIAL OVERALL SUPPLY	01/03/2024	Regular	0.00	200.84	127128
450705466	Invoice 402-060-2236	01/02/2024	Uniforms SUPPLIES - UNIFORMS	0.00	200.84	
3859	PRUDENTIAL OVERALL SUPPLY	01/03/2024	Regular	0.00	212.94	127129

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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		
450702772	Invoice	01/02/2024	Uniforms	0.00	212.94	
	402-060-2236	SUPPLIES - UNIFORMS	Uniforms	212.94		
3859	PRUDENTIAL OVERALL SUPPLY	01/03/2024	Regular	0.00	114.44	127130
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450703629	Invoice	12/19/2023	uniforms & supplys	0.00	114.44	
	401-015-2203	MAINTENANCE & REPAIR	uniforms & supplys	114.44		
3859	PRUDENTIAL OVERALL SUPPLY	01/03/2024	Regular	0.00	67.97	127131
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450705463	Invoice	01/02/2024	Mats & mop, supplys	0.00	67.97	
	401-016-2203	MAINTENANCE & REPAIR	Mats & mop, supplys	67.97		
3859	PRUDENTIAL OVERALL SUPPLY	01/03/2024	Regular	0.00	99.75	127132
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450705464	Invoice	01/02/2024	uniforms & supplys	0.00	99.75	
	401-015-2203	MAINTENANCE & REPAIR	uniforms & supplys	99.75		
VEN01156	SANCHEZ, JAVIER ERNESTO	01/03/2024	Regular	0.00	31.96	127133
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
303197	Invoice	12/21/2023	Admin open P/O Fy-24	0.00	31.96	
	401-015-2215	MAINTENANCE & REPAIR	Admin open P/O Fy-24	31.96		
5426	SENERGY PETROLEUM, LLC	01/03/2024	Regular	0.00	8,519.70	127134
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SEN-704406	Invoice	01/02/2024	Fuel	0.00	1,646.93	
	402-060-2202	SUPPLIES - VEHICLE FUEL	Fuel	1,646.93		
SEN-706923	Invoice	01/02/2024	Fuel	0.00	5,146.04	
	402-060-2202	SUPPLIES - VEHICLE FUEL	Fuel	5,146.04		
SEN-711631	Invoice	01/03/2024	Fuel	0.00	1,726.73	
	402-060-2202	SUPPLIES - VEHICLE FUEL	Fuel	1,726.73		
4316	SIDDONS-MARTIN EMERGENCY GROUP	01/03/2024	Regular	0.00	409.89	127135
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
301-0000004728	Invoice	12/07/2023	Diagnostic Engine 5	0.00	409.89	
	405-091-2201	MAINTENANCE & REPAIR	Labor	386.79		
	405-091-2201	MAINTENANCE & REPAIR	Shop Supplies	23.10		
4316	SIDDONS-MARTIN EMERGENCY GROUP	01/03/2024	Regular	0.00	5,032.72	127136
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
301-0000004742	Invoice	12/07/2023	Repairs on Engine 5	0.00	5,032.72	
	405-091-2201	MAINTENANCE & REPAIR	Labor	2,347.90		
	405-091-2201	MAINTENANCE & REPAIR	Parts	2,434.82		
	405-091-2201	MAINTENANCE & REPAIR	Shop Supplies	250.00		
3331	SOUTHWEST PROPANE LLC	01/03/2024	Regular	0.00	293.18	127137
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
G861601600067	Invoice	01/02/2024	Southwest Propane Utility for District 2 O	0.00	293.18	
	406-091-2209	UTILITIES - NATURAL GAS	Southwest Propane Utility for Di	293.18		

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3331	SOUTHWEST PROPANE LLC	01/03/2024	Regular	0.00	498.87	127138
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
G104881600067	Invoice	01/03/2024	Southwest Propane Utility for District 4 O	0.00	498.87	
	409-091-2209		UTILITIES - NATURAL GAS		498.87	
3915	STERICYCLE, INC.	01/03/2024	Regular	0.00	45.91	127139
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
8005734756	Invoice	01/03/2024	Monthly Service Stericycle Open PO	0.00	45.91	
	416-083-2230		SUPPLIES - MEDICAL		45.91	
1289	STRYKER SALES CORPORATION	01/03/2024	Regular	0.00	1,540.50	127140
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
9205178778	Invoice	01/02/2024	Stryker Gurney Batteries	0.00	1,540.50	
	416-083-2230		SUPPLIES - MEDICAL		1,540.50	
1335	TORRANCE COUNTY	01/03/2024	Regular	0.00	82.98	127141
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0002973	Invoice	01/04/2024	Torrance County Property Tax	0.00	82.98	
	401-000-9001		Payroll Liabilities		82.98	
5389	VIA HOMES & DEVELOPMENT LLC	01/03/2024	Regular	0.00	3,346.06	127142
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
48	Invoice	01/03/2024	JJC Continuum Coordinator	0.00	3,346.06	
	635-055-2402		GRANT MATCHING		246.06	
	635-068-2272		CONTRACT - PROFESSION		3,100.00	
4376	WAGWORKS	01/03/2024	Regular	0.00	193.00	127143
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV6002506	Invoice	01/03/2024	Health Benefits	0.00	193.00	
	401-014-2271		CONTRACT-OTHER SERVI		143.00	
	401-014-2271		CONTRACT-OTHER SERVI		50.00	
1	WAGNER EQUIPMENT CO.	01/03/2024	Regular	0.00	9,250.36	127144
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
P10C0882522	Invoice	01/02/2024	Repairs,Parts and Labor ,Cutting edges	0.00	2,815.10	
	402-060-2244		MAINTENANCE & REPAIR		2,815.10	
P10C0882626	Invoice	01/02/2024	Repairs,Parts and Labor ,Cutting edges	0.00	2,825.26	
	402-060-2244		MAINTENANCE & REPAIR		2,825.26	
P10C0882842	Invoice	01/03/2024	Service on all purchased equipment from	0.00	3,610.00	
	402-060-2244		MAINTENANCE & REPAIR		3,610.00	
4875	WARE, SIDNEY K	01/03/2024	Regular	0.00	1,602.87	127145
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
193	Invoice	01/03/2024	JJG Boys Council Facilitator	0.00	1,602.87	
	635-055-2402		GRANT MATCHING		117.87	
	635-068-2272		CONTRACT - PROFESSION		1,485.00	
2858	WASTE MANAGEMENT OF NM INC.	01/03/2024	Regular	0.00	2,036.09	127146
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
0591502-0573-6	Invoice	01/03/2024	Monthly dumpster charges- dist 3	0.00	816.32	
	408-091-2210		UTILITIES - WATER		816.32	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0591835-0573-0	Invoice	01/03/2024	Monthly dumpster charges- A.S	0.00	508.36	
	401-082-2210		UTILITIES - WATER		508.36	
0592160-0573-2	Invoice	01/03/2024	Monthly dumpster charges- dist5	0.00	711.41	
	405-091-2210		UTILITIES - WATER		711.41	
3498	WESTERN TRAILS VETERINARY INC.	01/03/2024	Regular	0.00	4,174.15	127147
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
206594a	Invoice	12/20/2023	Emergency med care for owned animals t	0.00	4,174.15	
	431-082-2272		CONTRACT - PROFESSION		4,174.15	
3823	WITMER PUBLIC SAFETY GROUP	01/03/2024	Regular	0.00	116.75	127148
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV385341	Invoice	12/27/2023	Equipment District 5	0.00	116.75	
	405-091-2248		SUPPLIES - SAFETY		116.75	
3823	WITMER PUBLIC SAFETY GROUP	01/03/2024	Regular	0.00	604.94	127149
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV385279	Invoice	12/27/2023	Nozzles District 4	0.00	604.94	
	409-091-2248		SUPPLIES - SAFETY		414.75	
	409-091-2248		SUPPLIES - SAFETY		38.69	
	409-091-2248		SUPPLIES - SAFETY		151.50	
3823	WITMER PUBLIC SAFETY GROUP	01/03/2024	Regular	0.00	751.59	127150
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV382632	Invoice	01/03/2024	Equipment District 5	0.00	751.59	
	405-091-2248		SUPPLIES - SAFETY		751.59	
3823	WITMER PUBLIC SAFETY GROUP	01/03/2024	Regular	0.00	604.94	127151
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV379593	Invoice	12/27/2023	Nozzles District 1	0.00	604.94	
	407-091-2248		SUPPLIES - SAFETY		414.75	
	407-091-2248		SUPPLIES - SAFETY		151.50	
	407-091-2248		SUPPLIES - SAFETY		38.69	
3823	WITMER PUBLIC SAFETY GROUP	01/03/2024	Regular	0.00	604.94	127152
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV379596	Invoice	12/27/2023	Nozzles District 6	0.00	604.94	
	418-091-2248		SUPPLIES - SAFETY		38.69	
	418-091-2248		SUPPLIES - SAFETY		151.50	
	418-091-2248		SUPPLIES - SAFETY		414.75	
329	WS DARLEY & CO	01/03/2024	Regular	0.00	4,819.00	127153
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
17515990	Invoice	01/03/2024	Hoses District 2	0.00	4,819.00	
	406-091-2248		SUPPLIES - SAFETY		2,547.00	
	406-091-2248		SUPPLIES - SAFETY		2,272.00	
1641	ZIA GRAPHICS INC.	01/03/2024	Regular	0.00	262.50	127154
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
66439	Invoice	01/02/2024	2023 Safety Award Jackets	0.00	262.50	
	600-006-2248		SUPPLIES - SAFETY		262.50	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5679	5298 FIRE EQUIPMENT	01/04/2024	Regular	0.00	156.90	127170
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
1046	Invoice	01/04/2024	Adapters District 2	0.00	156.90	
	406-091-2248		SUPPLIES - SAFETY		156.90	
			Adapters District 2			
4818	AMBITIONS TECHNOLOGY GROUP LLC	01/04/2024	Regular	0.00	17,433.14	127171
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
10805	Invoice	01/04/2024	Undersheriff Laptop	0.00	2,401.17	
	620-094-2225		SUPPLIES-COMPUTER/PRI		545.12	
	620-094-2225		SUPPLIES-COMPUTER/PRI		1,856.05	
			Undersheriff Laptop			
10806	Invoice	01/04/2024	Replacement NVR System for the Sheriff's	0.00	1,565.71	
	401-096-2227		MAINTENANCE & REPAIR-		415.99	
	401-096-2227		MAINTENANCE & REPAIR-		208.00	
	401-096-2227		MAINTENANCE & REPAIR-		941.72	
			Replacement NVR System for th			
10808	Invoice	01/04/2024	APC SMART UPS - SERVER ROOM	0.00	3,914.54	
	401-096-2227		MAINTENANCE & REPAIR-		1,038.80	
	401-096-2227		MAINTENANCE & REPAIR-		2,229.99	
	401-096-2227		MAINTENANCE & REPAIR-		645.75	
			APC REPLACEMENT BATTERY CA			
			APC SMART UPS - SERVER ROO			
			FLAT RATE LABOR			
1209	Invoice	01/04/2024	Total Maintenance Care for FY2024	0.00	2,650.27	
	401-096-2213		CONTRACT - IT SERVICES		2,650.27	
			Total Maintenance Care FY2024			
1210	Invoice	01/04/2024	Total Maintenance Care for FY2024	0.00	2,085.23	
	401-096-2213		CONTRACT - IT SERVICES		2,085.23	
			Total Maintenance Care FY2024			
1211	Invoice	01/04/2024	Total Maintenance Care for FY2024	0.00	2,556.09	
	401-096-2213		CONTRACT - IT SERVICES		2,556.09	
			Total Maintenance Care FY2024			
1212	Invoice	01/04/2024	Total Maintenance Care for FY2024	0.00	2,260.13	
	401-096-2213		CONTRACT - IT SERVICES		2,260.13	
			Total Maintenance Care FY2024			
5408	BANK OF AMERICA	01/04/2024	Regular	0.00	8.88	127172
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
NOV 2 BOFA	Invoice	01/03/2024	LATE FEE FOR BANK OF AMERICA	0.00	8.88	
	401-096-2228		SOFTWARE		8.88	
			LATE FEE FOR BANK OF AMERIC			
4430	CATERPILLAR FINANCIAL SVCS CORP.	01/04/2024	Regular	0.00	125,348.40	127173
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
34766784	Invoice	01/04/2024	GRADER NM PROPERTY TAX	0.00	125,348.40	
	402-060-2607		LEASE PURCHASE		14,237.45	
	402-060-2607		LEASE PURCHASE		12,608.19	
	402-060-2607		LEASE PURCHASE		14,434.66	
	402-060-2607		LEASE PURCHASE		12,809.15	
	402-060-2607		LEASE PURCHASE		15,604.86	
	402-060-2607		LEASE PURCHASE		12,530.08	
	402-060-2607		LEASE PURCHASE		14,440.25	
	402-060-2607		LEASE PURCHASE		14,243.50	
	402-060-2607		LEASE PURCHASE		14,440.26	
			GRADER NM PROPERTY TAX/00			
			GRADER NM PROPERTY TAX/00			
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			GRADER NM PROPERTY TAX/00			
4979	DT AUTOMOTIVE	01/04/2024	Regular	0.00	650.00	127174
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
TCSO12192023	Invoice	12/28/2023	REPAIR OF MIRRORS FOR SHERIFF DEPT	0.00	650.00	
	401-050-2201		MAINTENANCE & REPAIR		650.00	
			REPAIR OF MIRRORS FOR SHERI			
4979	DT AUTOMOTIVE	01/04/2024	Regular	0.00	850.00	127175

Check Report

Date Range: 12/21/2023 - 01/04/2024

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		
tcs012192023/2	Invoice	01/04/2024	REPAIR OF MIRRORS FOR SHERIFF DEPT	0.00	850.00	
	401-050-2201		MAINTENANCE & REPAIR REPAIR OF MIRRORS FOR SHERI		850.00	
VEN01284	EDWARD QUINONEZ JR	01/04/2024	Regular	0.00	164.80	127176
EQ STREET COP	Invoice	01/03/2024	TRAVEL TO BERNALILLO NM	0.00	164.80	
	401-050-2205		TRAVEL - EMPLOYEES TRAVEL TO BERNALILLO NM		164.80	
5051	NM LOCKING SYSTEMS	01/04/2024	Regular	0.00	152.65	127177
10899	Invoice	01/04/2024	Open P/O for Misc Keys Sheriff's & investi	0.00	152.65	
	401-050-2215		MAINTENANCE & REPAIR Open P/O for Misc Keys Sheriff's		152.65	
5307	NUBE GROUP	01/04/2024	Regular	0.00	170.51	127178
IN65383	Invoice	01/04/2024	Copier Overage's	0.00	170.51	
	401-065-2225		SUPPLIES- COMPUTER/PR FY24 Overages		170.51	
5307	NUBE GROUP	01/04/2024	Regular	0.00	145.38	127179
IN64217	Invoice	01/04/2024	Nube TC-14 2023	0.00	145.38	
	401-010-2271		CONTRACT-OTHER SERVI Nube TC-14 2023		116.30	
	401-014-2271		CONTRACT-OTHER SERVI Nube TC-14 2023		29.08	
5307	NUBE GROUP	01/04/2024	Regular	0.00	324.10	127180
INV0002981	Invoice	01/04/2024	Clerk monthly overage-copier	0.00	324.10	
	401-021-2221		PRINTING/PUBLISHING/A Clerk monthly overage-copier		324.10	
5307	NUBE GROUP	01/04/2024	Regular	0.00	304.05	127181
INV0002980	Invoice	01/04/2024	Clerk monthly overage-copier	0.00	304.05	
	401-021-2221		PRINTING/PUBLISHING/A Clerk monthly overage-copier		304.05	
4288	TECHNICON TRAINING & CONSULTING	01/04/2024	Regular	0.00	365.00	127182
23-IT-03302	Invoice	01/04/2024	Background Investigations Training	0.00	365.00	
	410-050-2266		EMPLOYEE TRAINING Background Investigations Traini		325.00	
	410-050-2266		EMPLOYEE TRAINING Late Registration Fee		40.00	
5339	US BANK CORPORATE PAYMENT SYSTEM	01/04/2024	Regular	0.00	18,864.82	127183

Check Report

Date Range: 12/21/2023 - 01/04/2024

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		
12/15/23 US BAN	Invoice	01/04/2024	FUEL CARD PAYMENT 11.15.23 TO 12.15.2	0.00	18,864.82	
	401-008-2202		SUPPLIES - VEHICLE FUEL PZ		256.81	
	401-020-2202		SUPPLIES-VEHICLE FUEL CLERK		49.00	
	401-030-2202		SUPPLIES - VEHICLE FUEL TREASURER		103.00	
	401-040-2202		SUPPLIES - VEHICLE FUEL ASSESSORS		70.34	
	401-050-2202		SUPPLIES - VEHICLE FUEL SHERIFF		11,873.31	
	401-050-2202		SUPPLIES - VEHICLE FUEL LATE FEE		224.83	
	401-065-2202		SUPPLIES - VEHICLE FUEL MAINTENANCE		472.72	
	401-082-2202		SUPPLIES - VEHICLE FUEL ANIMAL SERVICES		1,019.99	
	405-091-2202		SUPPLIES - VEHICLE FUEL DIST 5		507.74	
	406-091-2202		SUPPLIES - VEHICLE FUEL DIST 2		442.26	
	408-091-2202		SUPPLIES - VEHICLE FUEL DIST 3		101.65	
	413-091-2202		SUPPLIES - VEHICLE FUEL FIRE ADMIN		3,287.63	
	420-073-2202		SUPPLIES - VEHICLE FUEL COMMUNITY MONITOR		40.82	
	604-083-2202		SUPPLIES - VEHICLE FUEL EMERGENCY MANAGER		218.39	
	605-003-2202		SUPPLIES - VEHICLE FUEL DWI		131.37	
	911-080-2202		SUPPLIES - VEHICLE FUEL DISPATCH		64.96	
	Void	01/04/2024	Regular	0.00	0.00	127184
5380	VOYA HOLDINGS, INC.	12/21/2023	Bank Draft	0.00	2,080.55	DFT0000619
INV0002927	Invoice	12/21/2023	Voya	0.00	2,080.55	
	401-000-9001		Payroll Liabilities Voya		2,080.55	
233	PUBLIC EMPLOYEES RETIREMENT	12/21/2023	Bank Draft	0.00	54,965.44	DFT0000620
INV0002929	Invoice	12/21/2023	PERA Retirement	0.00	54,965.44	
	401-000-9001		Payroll Liabilities PERA Retirement		15,905.81	
	401-000-9001		Payroll Liabilities PERA Retirement		39,059.63	
448	NM TAXATION & REVENUE	12/21/2023	Bank Draft	0.00	8,080.21	DFT0000621
INV0002930	Invoice	12/21/2023	State Tax	0.00	8,080.21	
	401-000-9001		Payroll Liabilities State Tax		8,080.21	
1656	INTERNAL REVENUE SERVICE	12/21/2023	Bank Draft	0.00	46,550.90	DFT0000622
INV0002931	Invoice	12/21/2023	Federal Tax	0.00	46,550.90	
	401-000-9001		Payroll Liabilities FICA Tax		23,748.16	
	401-000-9001		Payroll Liabilities Federal Tax		15,679.46	
	401-000-9001		Payroll Liabilities Medicare Taxes		7,123.28	
233	PUBLIC EMPLOYEES RETIREMENT	12/28/2023	Bank Draft	0.00	-332.94	DFT0000632
CM0000099	Credit Memo	12/28/2023	PERA Retirement	0.00	-332.94	
	401-000-9001		Payroll Liabilities PERA Retirement		-336.98	
	401-000-9001		Payroll Liabilities PERA Retirement		4.04	
448	NM TAXATION & REVENUE	12/28/2023	Bank Draft	0.00	0.26	DFT0000633
INV0002946	Invoice	12/28/2023	State Tax	0.00	0.26	
	401-000-9001		Payroll Liabilities State Tax		0.26	

Check Report

Date Range: 12/21/2023 - 01/04/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1656	INTERNAL REVENUE SERVICE	12/28/2023	Bank Draft	0.00	4.56	DFT0000634
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0002947	Invoice	12/28/2023	Federal Tax	0.00	4.56	
	401-000-9001		Payroll Liabilities		2.24	
	401-000-9001		Payroll Liabilities		0.16	
	401-000-9001		Payroll Liabilities		2.16	
5380	VOYA HOLDINGS, INC.	01/04/2024	Bank Draft	0.00	2,050.55	DFT0000635
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0002974	Invoice	01/04/2024	Voya	0.00	2,050.55	
	401-000-9001		Payroll Liabilities		2,050.55	
233	PUBLIC EMPLOYEES RETIREMENT	01/04/2024	Bank Draft	0.00	55,325.21	DFT0000636
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0002977	Invoice	01/04/2024	PERA Retirement	0.00	55,325.21	
	401-000-9001		Payroll Liabilities		16,666.50	
	401-000-9001		Payroll Liabilities		38,658.71	
448	NM TAXATION & REVENUE	01/04/2024	Bank Draft	0.00	8,628.77	DFT0000637
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0002978	Invoice	01/04/2024	State Tax	0.00	8,628.77	
	401-000-9001		Payroll Liabilities		8,628.77	
1656	INTERNAL REVENUE SERVICE	01/04/2024	Bank Draft	0.00	50,016.93	DFT0000638
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0002979	Invoice	01/04/2024	Federal Tax	0.00	50,016.93	
	401-000-9001		Payroll Liabilities		18,213.63	
	401-000-9001		Payroll Liabilities		24,411.22	
	401-000-9001		Payroll Liabilities		7,392.08	
233	PUBLIC EMPLOYEES RETIREMENT	01/04/2024	Bank Draft	0.00	399.07	DFT0000639
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0002983	Invoice	01/04/2024	PERA Retirement	0.00	399.07	
	401-000-9001		Payroll Liabilities		399.07	
448	NM TAXATION & REVENUE	01/04/2024	Bank Draft	0.00	3.18	DFT0000640
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0002984	Invoice	01/04/2024	State Tax	0.00	3.18	
	401-000-9001		Payroll Liabilities		3.18	
1656	INTERNAL REVENUE SERVICE	01/04/2024	Bank Draft	0.00	17.74	DFT0000641
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0002985	Invoice	01/04/2024	Federal Tax	0.00	17.74	
	401-000-9001		Payroll Liabilities		8.06	
	401-000-9001		Payroll Liabilities		7.80	
	401-000-9001		Payroll Liabilities		1.88	
VEN01281	FIRST AMERICAN FINANCIAL ADVISORS, INC	01/04/2024	Bank Draft	0.00	47,798.60	DFT0000644

Check Report

Date Range: 12/21/2023 - 01/04/2024

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		
342	Invoice	12/18/2023	Municipal Financial Advisory Services - Ad	0.00	47,798.60	
	<u>561-005-2353</u>		LOAN ISSUANCE EXPENSE		47,798.60	

Bank Code Main Checking Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	177	137	0.00	274,469.08
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	-48,448.60
Bank Drafts	15	15	0.00	275,589.03
EFT's	5	5	0.00	1,652,314.79
	197	162	0.00	2,153,924.30

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	177	137	0.00	274,469.08
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	-48,448.60
Bank Drafts	15	15	0.00	275,589.03
EFT's	5	5	0.00	1,652,314.79
	197	162	0.00	2,153,924.30

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2023	1,786,680.59
999	Pooled Cash	1/2024	367,243.71
			<u>2,153,924.30</u>



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 11B

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

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 or meetings, please contact the Torrance County Manager's Office at 205 9th Street, Room 24, Estancia, NM 87016 (505) 544-4700 at least one week prior to the meeting or as soon as possible. Public documents, including the agendas and minutes, can be provided in various accessible formats. Please contact the Torrance County Clerk's Office at 205 9th Street, Room 1, Estancia, NM 87016 (505) 544-4350 if a summary or other type of accessible format is needed.

MEETING FORMAT

All those presenting before the Board must be sworn in.

1. Each item will be introduced either by Staff or by the Applicant.
2. The Applicant may then address the item.
3. The Chairman will then give those in favor of the item an opportunity to speak.
4. The Chairman will then give those in opposition to the item an opportunity to speak.
5. The Chairman may then allow limited questions and/or discussion from the floor.
6. The Applicant shall have the opportunity to rebut.
7. The item will be "brought to the table". All discussion and/or debate is terminated except for questions, comments, or discussion initiated by Board Members.
8. The Board will vote for or against the item and the findings will be announced.
9. Any other information needed on a given item can be obtained from the Planning & Zoning Office after the meeting has adjourned.

Torrance County

NOV 02 2023

AS

11:37 AM

Planning & Zoning

Parcel ID# _____

Torrance County Planning & Zoning

Application for Special Review and Approval

- Check One: Establishment or Renewal of a Solid Waste District
 Establishment of a Special Use (\$1,500.00 filing fee)
- Modification of Land Use within a Special Use Zone District
 \$200.00 filing fee
- Renewable Conditional Use Permit \$200.00 filing fee
- Variance for the Following Reason(s): \$200.00 filing fee
- | | |
|--|---|
| <input type="checkbox"/> Area | <input type="checkbox"/> Setback |
| <input type="checkbox"/> Distance | <input type="checkbox"/> Off-Street Parking/Loading |
| <input checked="" type="checkbox"/> Use | <input checked="" type="checkbox"/> Dwellings per Lot |
| <input type="checkbox"/> Livestock Numbers | <input type="checkbox"/> Home Based Business |

Applicant: TOM & AUCIA CARTER Telephone: _____

Mailing Address: 363 Camino del Norte Rd. Estancia, NM 87016

Agent (if any): _____ Telephone: _____

Mailing Address: _____

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

See attached letter of intent.

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

169 La Parra Rd Estancia, NM 87016

Zoning of Property: _____ Present Use: _____

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

Applicant's Signature: *[Handwritten Signature]*

FOR OFFICE USE ONLY:

Application Received by: _____ Date: _____

Hearing Date: _____

Action Taken: _____ Date: _____

Expiration Date of Renewable Conditional Use Permit: _____

NOTE: Any special conditions or agreements should be in writing and attached to this application.



Torrance County

Planning & Zoning

PO Box 48

205 9th Street

Estancia, NM 87016

(505) 246-4759 Main Line (505) 384-5294 Fax

www.torrancecountynm.org

Special Review and Approval Checklist

Applicant: Tom + Alicia Carter
Parcel #: _____
Agent: _____

Check one: Conditional Use Permit (Special Land Use Permit)
 Variance

Please note that you must submit ten (10) complete copies of your application package at the time of submission.

1. Application
2. Letter of Intent
 - a. Explanation of the nature of the proposed project;
 - b. Explanation of the economic, noise, glare, or odor effects that your project may have on adjoining properties; and
 - c. Explanation as to how and why the proposed project is compatible with surrounding land uses.
3. Property Ownership
 - a. Proof of ownership (warranty deed or a real estate contract)
 - b. If not the property owner, written and notarized permission from the property owner.
4. Sketch Plan
 - a. Identify accessibility to property and proposed structures thereon, with particular reference to automobile and pedestrian safety, traffic control, and emergency access in case of fire, flood, or catastrophe.
 - b. Identify off street parking and loading areas where required, with particular attention to refuse, and service areas.
 - c. Identify water and liquid waste facilities, with reference to soil limitations, locations, and public health. Also indicate the size of the septic system.

Date and time of next Planning & Zoning Board Meeting: December 6, 2023

Deadline for complete package submission for meeting: November 2, 2023

OFFICE USE ONLY		
1. Filing Fee Received	Amount: _____	Date: _____
2. Surrounding land owners notified	Date: _____	
3. Sign (s) posted	Date: _____	

As for economic considerations: We have loved getting the chance to create jobs! We have cleaning staff and have had several individuals from the area on our team to restore and renovate the cabins. We, of course, collect and remit lodging tax to the county and our guests are encouraged to enjoy the local restaurants, grocery stores, gas stations, laundromats and recreational activities. We want to be a HUGE blessing to our community, county and other small businesses in the area. We are committed to that goal.

Our guests come for the quiet and seclusion of this place. They are informed of the need to respect other guests and our cherished neighbors by limiting noise. There are no parties or gatherings permitted by our short term rental guests, under any circumstances.

Regarding traffic on La Parra Road: At any given time, there could be an additional 2-3 vehicles on the country road as a result of our guests in the cabins. The impact on traffic is very minimal. When the project is completed, this number may increase to 5-7 vehicles- still very minimal.

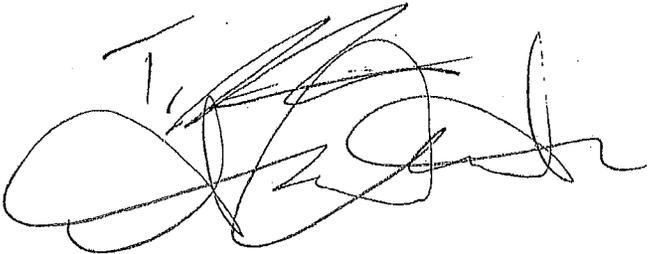
Regarding current water usage: Only one of our short term rentals is on our well. We have water tanks in place and haul water for the additional rentals and will continue to do so until we have water catchment systems in place.

You'll find attached to this letter a satellite image where our cabins are identified, exits are clearly marked and septic systems are indicated. We've also attached an image that outlines our water catchment plans.

In conclusion, we feel strongly that the readers should have the chance to know our hearts. This is our home. We have relocated our family and completely uprooted our lives to see this vision and calling become a reality. We are blessed to be a blessing...we are here for a long, long time. We dream of this land being passed down through the generations of our family and our son taking on this mantle when the timing is right. We have done our best to seamlessly blend into the fabric of this community and have absolutely fallen in love with everything it represents and the people that make it what it is. We love the heritage and legacy here...we love the stories of those that came before us and we are committed to having the least amount of impact possible on the culture, land and resources all around us.

Thank you for your time and consideration-

Tom + Alicia Carter

A large, stylized handwritten signature in black ink, appearing to be a cursive combination of the names Tom and Alicia Carter.

November 2023

To: Torrance County Planning and Zoning
Re: 169 La Parra Road - Special Land Use Application

We hope this letter finds you all doing well. Thank you for the opportunity to share our vision for 169 La Parra Road in this letter of intent. Below you will find a full explanation of the nature of our project, the benefits it affords our neighbors and its compatibility with land uses in our district. We will also address possible concerns and our plans to alleviate them.

Prior to our purchase of 169 La Parra Road, we did our due diligence in asking questions of planning and zoning regarding the parameters set for this property and our plans to restore the cabins for short term rental usage. It was our clear understanding, as a result of two meetings prior to purchase, that we might need to apply for a variance at some point but that nobody saw any major issues with our vision for the property.

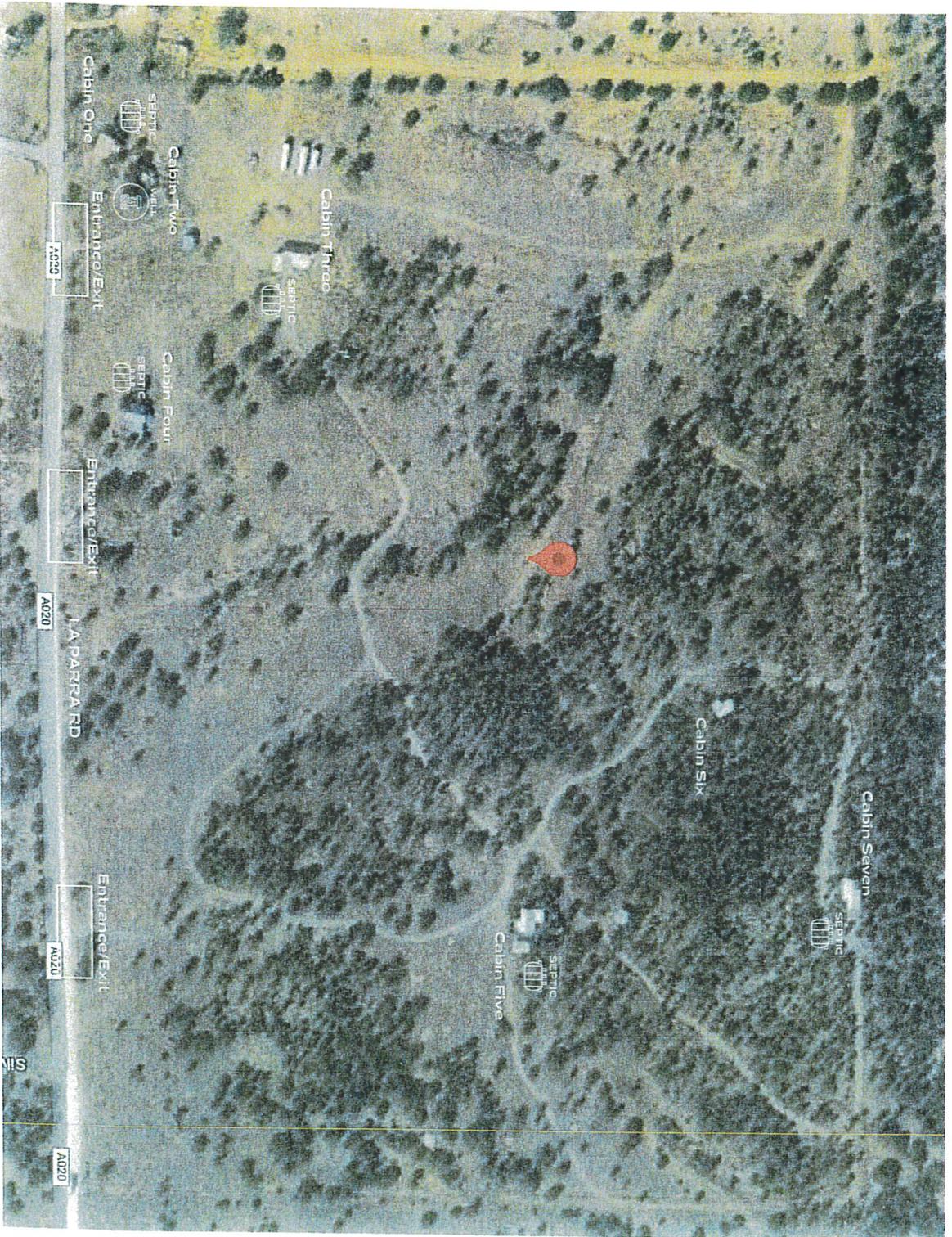
Additionally, the previous owner did not disclose to us that there had been prior issues with the County related to the structures he was building, that permits were not in place for various aspects of the work he had done and that the property was in a conservation district. All of this was only disclosed to us after the purchase of the property.

As a result, we've proceeded with our plans to restore the historical cabins: improving septic systems that were leaching into the water table, updating electrical systems that were quite dangerous, addressing major structural issues and doing massive clean up of the property. We are restoring and renovating the cabins for use as short term rentals.

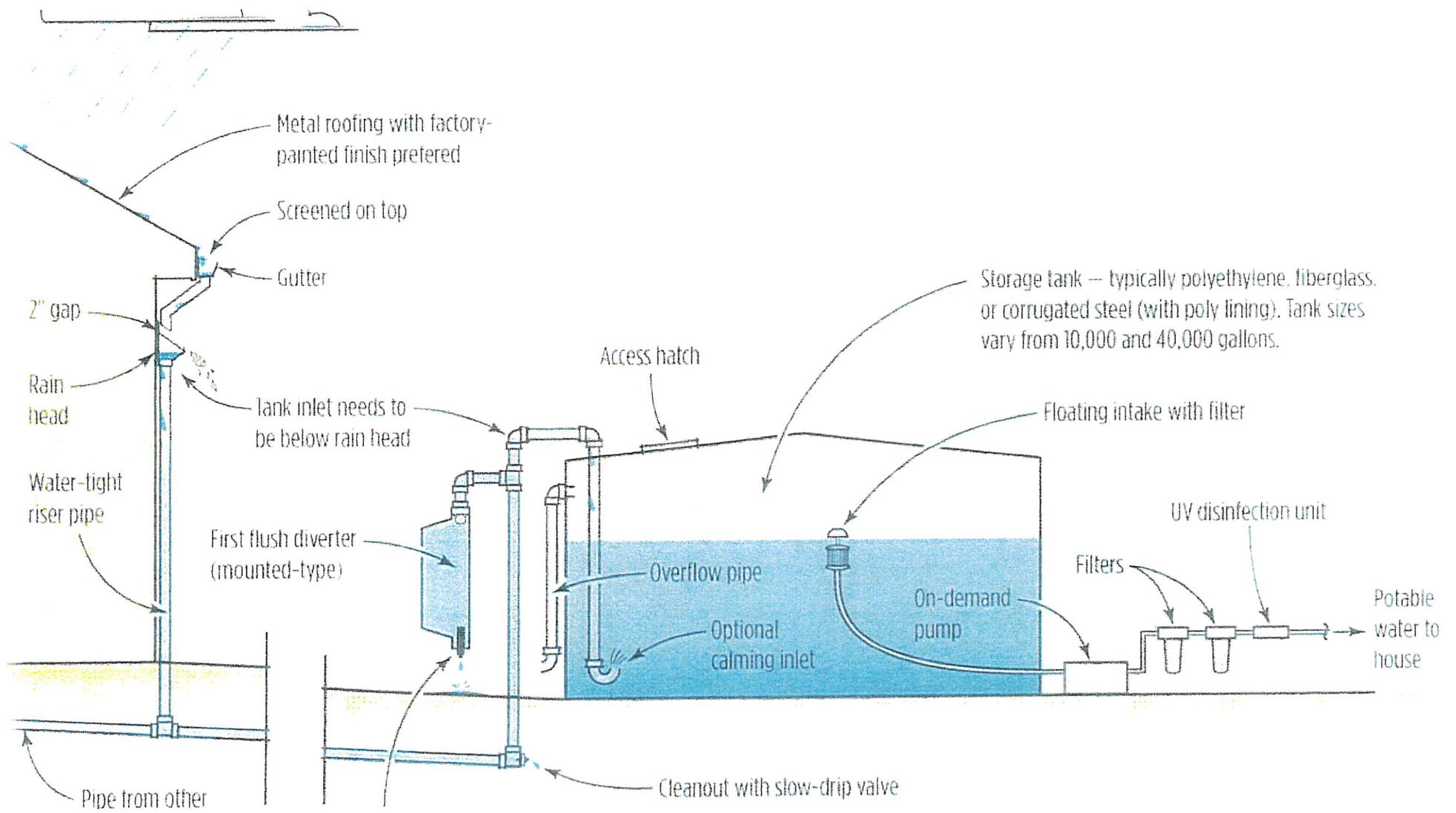
We do feel the need to define a short term rental. According to Lodgify, "Short term rentals, or vacation rentals, are furnished properties that are rented out for a shorter period of time to guests that won't be in the area for very long." This perfectly describes our cabins. We love the short term rental model because it allows us to serve others exceptionally well, share the wonder of these cabins and this breathtaking place and keep a close eye on the condition of our cabins. They get cleaned several times a week, are maintained to a very high standard and our price-point for nightly stays is set as to avoid hosting individuals who would visit the area for the wrong reasons. We have hosted people from all over the world! A man from England stayed with us a few months back and couldn't say enough good about his stay and this valley.

Another thing we love about short term rentals: The cabins are not occupied all the time. We get to take breaks for days at a time. As a result, the impact on our cabins and resources is greatly reduced. It's really perfect! It's very important that readers grasp that short term rentals are very very different from long term rentals. Water usage and impact on the land are both minimal with short term rentals, along with many other drastic differences. We own a long term rental in Albuquerque...there truly is no comparison.

STRUCTURES + SEPTICS



169 La Parra Road, Estancia NIM 87016



November 2023

Dear Torrance County Planning and Zoning Staff:

Hoping this letter finds you doing well. This correspondence is in regards to the Special Land Use Permit requested by Tom + Alicia Carter, owners of 169 La Parra Road, Estancia, NM 87016. As their neighbor, I would like to stand in support of their request for a special land use permit. I understand that they plan to add water collection systems to each of their cabins and that they will ensure their guests know that this area requires water conservation to be at the forefront of their minds. I also understand that not all of their cabins will be reliant on their well and that their goal is that all cabins are supported completely by water catchment in the very near future.

I further understand that their cabins are vacation rentals and that this means there will never be long term tenants in the cabins, which also benefits our conservation goals as a community. Because they are not rented all the time, the water usage is quite a bit less than it would be for a long term rental. This is a huge benefit to our conservation efforts and greatly appreciated.

Tom and Alicia have moved their family to this valley. I understand that this is their home, too, and they are united with all of us in our shared goals for conservation, a quiet and peaceful country life and preserving all this valley has to offer for generations to come. It's obvious to me, as their neighbor, that they have come to this valley to love and serve and blend seamlessly into the fabric of our community.

I'm glad they're here and I'm in full support of the work they're doing to preserve the history of their cabins, love and serve others with excellence and be a blessing to this community.

Sincerely- *Betty Summers*

Printed Name: Betty Summers

Address: 01 Apple Mt Rd

Estancia, N. M 87016
Ph 505-488-4316

November 2023

Dear Torrance County Planning and Zoning Staff:

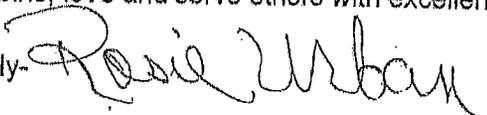
Hoping this letter finds you doing well. This correspondence is in regards to the Special Land Use Permit requested by Tom + Alicia Carter, owners of 169 La Parra Road, Estancia, NM 87016. As their neighbor, I would like to stand in support of their request for a special land use permit. I understand that they plan to add water collection systems to each of their cabins and that they will ensure their guests know that this area requires water conservation to be at the forefront of their minds. I also understand that not all of their cabins will be reliant on their well and that their goal is that all cabins are supported completely by water catchment in the very near future.

I further understand that their cabins are vacation rentals and that this means there will never be long term tenants in the cabins, which also benefits our conservation goals as a community. Because they are not rented all the time, the water usage is quite a bit less than it would be for a long term rental. This is a huge benefit to our conservation efforts and greatly appreciated.

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I'm glad they're here and I'm in full support of the work they're doing to preserve the history of their cabins, love and serve others with excellence and be a blessing to this community.

Sincerely-



Printed Name:

Rosie Urban

Address:

170 Parra Estancia, NM 87016

November 2023

Dear Torrance County Planning and Zoning Staff:

Greetings. My name is Jody Baxmeyer. Hoping this letter finds you doing well. I write to you in regards to the Special Land Use Permit requested by Tom + Alicia Carter, owners of 169 La Parra Road, Estancia, NM 87016. My wife and I are also business owners in the area and run JaM Advertising and Productions. I would like to stand in support of their request for a special land use permit. I understand that they ensure their guests know that this area requires water conservation to be at the forefront of their minds. I also understand that not all of their cabins will be reliant on their well and that their goal is that all cabins are supported completely by water catchment in the very near future.

Water usage is forefront to everyone's mind as everyone in the southwest comes to appreciate that drinking water is a finite resource. We appreciate and understand the business model and we already see the infrastructure for renewable green technology being implemented with solar power installations and with plans for water catchment, we see this planned responsibly by owners who are also working hard to be good neighbors.

I further understand that their cabins are vacation rentals and that this means there will never be long term tenants in the cabins, which also benefits our conservation goals as a community. Because they are not rented all the time, the water usage is quite a bit less than it would be for a long-term rental. This is a huge benefit to our conservation efforts and greatly appreciated.

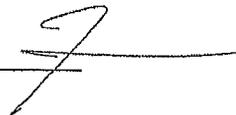
Tom and Alicia have opted to choose this valley to raise a family and earn a living while doing so. We've met them many times and they're a wonderful addition to our valley community. Having Alicia and Tom raise their son Liam, as he explores this wonderful territory and grows up to be a man is a fantastic idea and having the family be self-supportive with a business that also benefits tourism in New Mexico's by showing off our state's beautiful natural scenery makes granting a special land use permit a win/win for everyone. It's obvious to me, as their neighbor, that they have come to this valley to love and serve and blend seamlessly into the fabric of our community.

I'm glad they're here and I'm in full support of the work they're doing to preserve the history of their cabins, love and serve others with excellence and be a blessing to this community.

Sincerely-

Printed Name: Jody William Baxmeyer

Address: 188 La Para Rd, Estancia, NM, 87016



November 2023

Dear Torrance County Planning and Zoning Staff:

I hope you have had a very good day. This correspondence is in regards to the Special Land Use Permit requested by Tom + Alicia Carter, owners of 169 La Parra Road, Estancia, NM 87016. As their neighbor, I would like to stand in support of their request for a special land use permit. I understand that they plan to add water collection systems to each of their cabins and that they will ensure their guests know that this area requires water conservation to be at the forefront of their minds. I also understand that not all of their cabins will be reliant on their well and that their goal is that all cabins are supported completely by water catchment in the very near future.

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Tom and Alicia have moved their family to this valley. I understand that this is their home, too, and they are united with all of us in our shared goals for conservation, a quiet and peaceful country life and preserving all this valley has to offer for generations to come. It's obvious to me, as their neighbor, that they have come to this valley to love and serve and blend seamlessly into the fabric of our community.

I'm glad they're here and I'm in full support of the work they're doing to preserve the history of their cabins, love and serve others with excellence and be a blessing to this community.

Sincerely:

*Ron Maes
Liz Maes*

Printed Name: Ron Maes Liz Maes

Address: 2604 Glory Lane Estancia NM 87016

a community. Because they are not rented all the time, the water usage is quite a bit less than it would be for a long term rental. This is a huge benefit to our conservation efforts and greatly appreciated.

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Sincerely-

Nadia K. Heffner

Printed Name:

Nadia K. Heffner

Address:

9 Tungky wood
Estancia

memo

To: TC Planning and Zoning
From: Dick Greene
CC: Alecia and Tom Carter
Date: 01Nov2023
Re: Carter Family request for land use variance

Alecia and Tom Carter own forty acres at 169 La Para Road. I am their only neighbor on the west side. They are a kind, friendly, hardworking, thoughtful, responsible, ecological, and caring family. Their land contains four historic structures and three additional new structures distributed across the single surveyed acreage which is zoned "conservation." They have only 1 submersible household water well which is ~100 yards from my 120-year-old household windmill that is at 140 feet and dropping. Like all water wells in the county, my well is dropping about 1-2 ft/year. As you know, water conservation is THE major existential problem in TC, NM, USA, and the World.

For over 2 years, the Carters have worked hard, and at significant expense, to renovate and finish two of the seven structures into vacation rentals that are listed with online AB&B. This is a major part of their income while augmenting the tourist economy of TC. Aware of the TC zoning rules of ground water, they plan to design and use rain and snow water catchment as their water source for each rental. Only two units of the historic houses can be connected to the original water well. Guests will be asked to limit their water use. The Carter's are initiative-taking in this domain. I suggest that they limit each guest to 10-15 gallons/day. This is the daily ground water used by large livestock. Some folks have livestock while some have tourists. *Given water limitations and mitigations, I support their land use variance. Climate and human behavior will be salient.*



8500 Menaul Blvd, NE, Suite B-150
Albuquerque, NM 87112
Phone: (505)298-8418 / Fax: 505-659-5151

Thomas Carter and Alicia Carter
12401 Morrow Ave NE
Albuquerque, NM 87112

Date: November 28, 2021
GF No.: SP000121960
Property: 169 La Parra Rd
Estancia, NM 87016

In connection with the above referenced real estate transaction, enclosed please find the following final documentation for your permanent records:

Original RECORDED Real Estate Contract

Original post closing settlement statement package

It is your responsibility to contact the County Tax Assessor of your recent property purchase. Please be sure to notify them to insure that you get your tax bill each year. You may want to inquire about any tax exemptions that you may be entitled to. The phone numbers are listed below.

Bernalillo County Assessor
501 Tijeras, N.W.
Albuquerque, New Mexico 87102
(505)222-3700

Sandoval County Assessor
1500 Idalia Road - Building D
Bernalillo, New Mexico 87004
(505)867-7662

Chaves County Assessor
#1 St. Mary's Place Suite #130
Roswell, NM 88203
(575)624-6603

Santa Fe County Assessor
102 Grant Avenue
Santa Fe, New Mexico 87505
(505)986-6300

Valencia County Assessor
444 Luna Avenue
Los Lunas, New Mexico 87031
(505)866-2065

Torrance County Assessor
PO BOX 258
205 S. Ninth Street
Estancia, New Mexico 87016
(505)554-4300

CAUTION: Before adding any permanent structures to your property, be sure they do not encroach into any utility easements or other reserved areas, as this may impair a future sale of your property.

We appreciate having had this opportunity to be of service to you in this transaction. If we can be of further assistance, now or in the future, please do not hesitate to contact this office at your earliest convenience.

Sincerely,

FIDELITY NATIONAL TITLE OF NEW MEXICO INC.

Policy Department

After recording return to:
Fidelity National Title
Kelly Lynn-Newman Miller
File# sp000121960



TORRANCE COUNTY
YVONNE OTERO, COUNTY CLERK
2213527
Book 348 Page 4620
1 of 20
11/23/2021 08:46:21 AM
BY KEVIN

This document may be signed in counterpart

Cover Page for
REAL ESTATE CONTRACT

E-RECORDED simplifile®

ID: 1219911
County: Torrance
Date: 11-29-21 Time: 9:46 AM

After recording return to:
Fidelity National Title
Kelly Lynn-Newman Miller
File# sp000121960

This document may be signed in counterpart

Cover Page for
REAL ESTATE CONTRACT

countersigned

Real Estate Contract

Property Address: 169 La Parra Rd Estancia, NM 87016

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THIS REAL ESTATE CONTRACT (this "Contract") IS MADE on the 14th day of November, 2021 (the "Effective Date"), by Ray Mason Turner, an unmarried man, whose address is 24 CIONEALES LANE NE ALBUQUERQUE, NM 87227 (the "Seller"), and Thomas Carter and Allcia Carter, husband and wife, as joint tenants, as to an undivided 1/2 interest and David Hughes and Katie Marie Hughes, husband and wife, as joint tenants, as to an undivided 1/2 interest, whose address is 12401 Morrow Avenue NE, Albuquerque, NM 87112 / 2806 Satsuma Dr., Sarasota, FL 34239 (the "Buyer"), who are purchasing as TENANTS IN COMMON.

Seller and Buyer agree:

1. **SALE:** Seller sells to Buyer the following described real estate (the "Property"), in the County of Torrance and State of New Mexico:

A Tract of land being and comprising a portion of the Southeast Quarter (SE1/4) of Section Twenty-five (25), Township Seven (7) North, Range Six (6) East, N.M.P.M., said Tract of land being herein more particularly described as follows:
Beginning at the Southwest Corner No. 1 of the Tract herein set forth, said Corner No. 1 being the identical South Quarter Corner of the said Section 25, and running Thence N. 00° 21' 02" E. along the North South Quarter Line of said Section 25 1120.00 feet to the Northwest Corner No. 2 of the Tract herein set forth, Thence N. 89° 51' 20" E. 1560.00 feet to the Northeast Corner No. 3 of the Tract herein set forth, Thence S. 00° 21' 02" W. 1120.00 feet to a point of the Southerly Line of said Section 25 and the Southeast Corner No. 4 of the Tract herein set forth, Thence S. 89° 51' 20" W. 1560.00 feet along the southerly line of the said Section 25 to the Southwest and beginning Corner No. 1 of the Tract herein set forth and the point of beginning;

Subject to reservations, restrictions, covenants, easements of record, taxes and assessments and the "Prior Obligations" (the "Permitted Exceptions").

2. **PRICE AND PAYMENT:**

A. **BUYER WILL PAY:**

CONTRACT SALES PRICE:

(Total of Down Payment, Assumed Prior Obligations and Balance Due Seller)

(FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS) \$450,000.00

(1) DOWN PAYMENT

(NINETY THOUSAND AND NO/100 DOLLARS) \$90,000.00

(2) BALANCE DUE SELLER (including wrapped Prior Obligations)

(THREE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS) \$360,000.00

PAYABLE AS FOLLOWS:

In monthly installments of \$2,396.00 each, or more, at Buyer's option, including interest from date hereof on the unpaid principal balance at the rate of 7.00% per annum, commencing December 14, 2021 and on or before the 14th day of each successive month thereafter until November 14, 2024 at which time the entire remaining principal balance plus all accrued interest will be due and payable in full.

In addition to the above monthly installments, Buyer will remit a monthly amount for the payment of the annual property taxes and annual hazard insurance premiums, presently in the amount of \$ 742.10 per month (which amount includes \$51.62 for taxes and \$290.48 for insurance). This sum may be adjusted for increases and/or decreases in taxes and/or insurance as determined by Escrow Agent. Buyer will pay all amounts due for escrow shortages due to increases in taxes and/or insurance as determined by Escrow Agent. Escrow Agent will use said funds as required to pay taxes and hazard insurance premiums as they become due.

Prior inspection by Buyer of Property (including Improvements) and Acceptance "As Is" and "With All Faults." Seller has afforded the Buyer with the opportunity to inspect the Property (including any Improvements), and Buyer has inspected the Property (and including any Improvements) to such extent and degree as Buyer desires. Buyer accepts the Property (including any Improvements) "as is" and "with all faults" and acknowledges that Seller (including any broker, employee or agent representing Seller) has made no verbal or written statement, statement of condition or representation or warranty which is inconsistent with Buyer's purchase of the Property and Improvements on the basis described herein.

Seller RMT / Buyer ✓

countersigned

Real Estate Contract

Property Address: 169 La Parra Rd Estancia, NM 87016

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THIS REAL ESTATE CONTRACT (this "Contract") IS MADE on the 14th day of November, 2021 (the "Effective Date"), by Ray Mason Turner, an unmarried man, whose address is 24 Gonzales Lane NE, Albuquerque, NM 87123 (the "Seller"), and Thomas Carter and Allcia Carter, husband and wife, as joint tenants, as to an undivided 1/2 interest and David Hughes and Katie Marie Hughes, husband and wife, as joint tenants, as to an undivided 1/2 interest, whose address is 12401 Morrow Avenue NE, Albuquerque, NM 87112 / 2806 Satsuma Dr., Sarasota, FL 34239 (the "Buyer"), who are purchasing as TENANTS IN COMMON.

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countersigned

Real Estate Contract

Property Address: 169 La Parra Rd Estancia, NM 87016

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In addition to the above monthly installments, Buyer will remit a monthly amount for the payment of the annual property taxes and annual hazard insurance premiums, presently in the amount of \$712.00 per month (which amount includes \$51.62 for taxes and \$695.38 for insurance). This sum may be adjusted for increases and/or decreases in taxes and/or insurance as determined by Escrow Agent. Buyer will pay all amounts due for escrow shortages due to increases in taxes and/or insurance as determined by Escrow Agent. Escrow Agent will use sold funds as required to pay taxes and hazard insurance premiums as they become due.

Prior Inspection by Buyer of Property (including Improvements) and Acceptance "As Is" and "With All Faults." Seller has afforded the Buyer with the opportunity to inspect the Property (including any Improvements), and Buyer has inspected the Property (and including any Improvements) to such extent and degree as Buyer desires. Buyer accepts the Property (including any Improvements) "as is" and "with all faults" and acknowledges that Seller (including any broker, employee or agent representing Seller) has made no verbal or written statement, statement of condition or representation or warranty which is inconsistent with Buyer's purchase of the Property and Improvements on the basis described herein.

PAGE 1 OF 6

Real Estate Law Associates

Seller _____ / Buyer DH Carter

B. **INTEREST ON BALANCE DUE SELLER.** Except as specifically stated to the contrary in Paragraph 2A, the Balance Due Seller will bear interest at the rate of Seven per centum (7.00%) per year (the "Interest Rate") from the Effective Date, and the payments will be paid to Escrow Agent (named below) and continue until the entire Balance Due Seller plus any accrued interest due to Seller is fully paid.

C. **LATE CHARGES AND COLLECTION COSTS.** A late charge of \$25.00 will be due and payable by Buyer on any payment that is over five (5) days overdue. Late charges will be paid to Seller as additional interest.

D. **APPLICATION OF PAYMENTS ON BALANCE DUE SELLER.**

PERIODIC INTEREST. Payments received by Escrow Agent, excepting prepayments, will be applied to regularly scheduled installments in the order in which payments are due and will be credited as though the payments had been made on their respective due dates, first to interest and then to the Balance Due Seller.

All payments will be assumed to be regular payments, and not prepayments, unless otherwise specified by Buyer in writing at the time of delivering the payments to Escrow Agent. Buyer may prepay all or any part of the Balance Due Seller. Any prepayment will be credited first to accrued interest, then to the Balance Due Seller, and then to Prior Obligations assumed by Buyer. Notwithstanding any prepayments, Buyer will make the next regularly scheduled payments.

3. **PRIOR OBLIGATIONS. NONE**

4. **BUYER TO MAINTAIN PROPERTY, PAY INSURANCE, TAXES AND PAVING, UTILITY AND OTHER LIENS AND CHARGES; AND SELLER'S RIGHTS.**

A. **MAINTENANCE.** Buyer will maintain the Property in as good condition as on the Effective Date, excepting normal wear and tear. Buyer will obey all applicable laws governing the use of the Property, including but not limited to environmental laws.

B. **INSURANCE.** Buyer will maintain the following insurance coverage with an insurance company satisfactory to Seller. Such insurance will be maintained for the benefit of Buyer and Seller as their interests may appear. Buyer will furnish a copy of the insurance policy or certificate of the insurance policy to Seller annually before expiration of existing insurance stating that coverage will not be cancelled or diminished without a minimum of 15 days prior written notice to Seller.

(1) To protect the Buyer and Seller's respective interests in the Property, insurable improvements upon the Property shall be insured against the hazards covered by Fire and Extended Coverage Insurance in an amount not less than the replacement costs of the improvements or the Balance Due Seller, whichever shall be greater, unless another amount is otherwise specified here: Other amount \$ _____.

(2) To protect Buyer and Seller's interests, personal liability insurance in an amount not less than \$500,000.00 unless otherwise specified as the following amount \$ _____ shall be maintained with Seller as additional insured.

»»Please fill in lines if other specified amounts are applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

B. INTEREST ON BALANCE DUE SELLER. Except as specifically stated to the contrary in Paragraph 2A, the Balance Due Seller will bear interest at the rate of Seven per centum (7.00%) per year (the "Interest Rate") from the Effective Date, and the payments will be paid to Escrow Agent (named below) and continue until the entire Balance Due Seller plus any accrued interest due to Seller is fully paid.

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3. PRIOR OBLIGATIONS. NONE

4. BUYER TO MAINTAIN PROPERTY, PAY INSURANCE, TAXES AND PAYING, UTILITY AND OTHER LIENS AND CHARGES; AND SELLER'S RIGHTS.

A. MAINTENANCE. Buyer will maintain the Property in as good condition as on the Effective Date, excepting normal wear and tear. Buyer will obey all applicable laws governing the use of the Property, including but not limited to environmental laws.

B. INSURANCE. Buyer will maintain the following insurance coverage with an insurance company satisfactory to Seller. Such insurance will be maintained for the benefit of Buyer and Seller as their interests may appear. Buyer will furnish a copy of the insurance policy or certificate of the insurance policy to Seller annually before expiration of existing insurance stating that coverage will not be cancelled or diminished without a minimum of 15 days prior written notice to Seller.

(1) To protect the Buyer and Seller's respective interests in the Property, insurable improvements upon the Property shall be insured against the hazards covered by Fire and Extended Coverage Insurance in an amount not less than the replacement costs of the improvements or the Balance Due Seller, whichever shall be greater, unless another amount is otherwise specified here; Other amount \$_____.

(2) To protect Buyer and Seller's interests, personal liability insurance in an amount not less than \$500,000.00 unless otherwise specified as the following amount \$_____ shall be maintained with Seller as additional insured.

»»Please fill in lines if other specified amounts are applicable.

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B. INTEREST ON BALANCE DUE SELLER. Except as specifically stated to the contrary in Paragraph 2A, the Balance Due Seller will bear interest at the rate of Seven per centum (7.00%) per year (the "Interest Rate") from the Effective Date, and the payments will be paid to Escrow Agent (named below) and continue until the entire Balance Due Seller plus any accrued interest due to Seller is fully paid.

C. LATE CHARGES AND COLLECTION COSTS. A late charge of \$15.00 will be due and payable by Buyer on any payment that is over five (5) days overdue. Late charges will be paid to Seller as additional interest.

D. APPLICATION OF PAYMENTS ON BALANCE DUE SELLER.

PERIODIC INTEREST. Payments received by Escrow Agent, excepting prepayments, will be applied to regularly scheduled installments in the order in which payments are due and will be credited as though the payments had been made on their respective due dates, first to interest and then to the Balance Due Seller.

All payments will be assumed to be regular payments, and not prepayments, unless otherwise specified by Buyer in writing at the time of delivering the payments to Escrow Agent. Buyer may prepay all or any part of the Balance Due Seller. Any prepayment will be credited first to accrued interest, then to the Balance Due Seller, and then to Prior Obligations assumed by Buyer. Notwithstanding any prepayments, Buyer will make the next regularly scheduled payments.

3. PRIOR OBLIGATIONS. NONE

4. BUYER TO MAINTAIN PROPERTY, PAY INSURANCE, TAXES AND PAVING, UTILITY AND OTHER LIENS AND CHARGES; AND SELLER'S RIGHTS.

A. MAINTENANCE. Buyer will maintain the Property in as good condition as on the Effective Date, excepting normal wear and tear. Buyer will obey all applicable laws governing the use of the Property, including but not limited to environmental laws.

B. INSURANCE. Buyer will maintain the following insurance coverage with an insurance company satisfactory to Seller. Such insurance will be maintained for the benefit of Buyer and Seller as their interests may appear. Buyer will furnish a copy of the insurance policy or certificate of the insurance policy to Seller annually before expiration of existing insurance stating that coverage will not be cancelled or diminished without a minimum of 15 days prior written notice to Seller.

(1) To protect the Buyer and Seller's respective interests in the Property, insurable improvements upon the Property shall be insured against the hazards covered by Fire and Extended Coverage Insurance in an amount not less than the replacement costs of the improvements or the Balance Due Seller, whichever shall be greater, unless another amount is otherwise specified here: Other amount \$ _____.

(2) To protect Buyer and Seller's interests, personal liability insurance in an amount not less than \$500,000.00 unless otherwise specified as the following amount \$ _____ shall be maintained with Seller as additional insured.

***Please fill in lines if other specified amounts are applicable.

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C. TAXES. The property taxes for the current year have been divided and prorated between Seller and Buyer as of the Effective Date, and Buyer is responsible for and will pay the taxes and assessments of every kind against the Property. If permitted by the applicable assessor, Buyer will have the Property assessed for taxation in Buyer's name. Unless taxes are paid through an escrow account, Buyer will send copies of paid tax receipts to Seller within 30 days after the taxes become due and payable.

D. PAVING, UTILITY AND OTHER IMPROVEMENT LIENS AND CHARGES. Subject to proration, Buyer assumes any paving, utility or other improvement liens or charges now or later assessed against the Property and will pay all installments of principal and interest thereon that become due after the Effective Date.

E. SELLER'S RIGHTS. If Buyer fails to pay any amounts required to be paid by Paragraphs 4B, C and D before the amounts become delinquent, Seller may pay the amounts (but is not obligated to do so) for protection of the Property and Seller's interest in the Property. Payment of the amounts will not be deemed a waiver of Buyer's default for failure to pay the amounts, and the amounts that have been paid will be immediately due and payable to Seller, and will bear interest until paid at the highest interest rate provided in Paragraph 2B.

5. BUYER'S RIGHT TO POSSESSION. Buyer will be entitled to take and retain possession of the Property unless and until Buyer's rights in the Property are terminated by Seller as provided in Paragraph 8.

6. BUYER'S RIGHT TO SELL, ASSIGN, CONVEY, OR ENCUMBER. A sale, assignment, conveyance or encumbrance of all or any portion of Buyer's interest in this Contract or the Property to any person or entity (an "Assignee") constitutes a Transfer under this Contract.

SALE WITHOUT CONSENT OF SELLER. A Transfer to an Assignee will not require the consent of Seller. Buyer will not, however, be released from Buyer's obligations under this Contract by any Transfer under this Paragraph. Buyer will deliver a copy of the written evidence of the transfer (the "Transfer Document") to Escrow Agent.

7. TITLE INSURANCE OR ABSTRACT. Seller is delivering a Contract Purchaser's Title Insurance Policy to Buyer at the time this Contract is escrowed, showing insurable or marketable title to the Property as of the Effective Date, subject to the Permitted Exceptions, and Seller is not obligated to provide other evidence of title.

8. SELLER'S RIGHTS IF BUYER DEFAULTS.

A. DEFAULT NOTICE. Time is of the essence in this Contract. If Buyer fails to pay or perform any obligation of Buyer under this Contract, the failure will constitute a default and Seller may give notice of default to Buyer, specifying the default and the curative action required (the "Default Notice"), at Buyer's mailing address as follows: **12401 Morrow Avenue NE, Albuquerque, NM 87112 / 2806 Satsuma Dr., Sarasota, FL 34239**, or at such other address that Buyer may designate by a written, signed statement delivered to Escrow Agent. If Seller's attorney sends a Default Notice, Buyer will pay within the time allowed the additional sum of \$175.00, plus gross receipts tax and postage, for fees and costs in connection with sending of the Default Notice.

B. MANNER OF GIVING DEFAULT NOTICE. Default Notice will be given in writing by certified mail, return receipt requested, and regular first class mail, addressed to Buyer at the address for Buyer provided in Paragraph 8A, with a copy to Escrow Agent. Default Notice given as provided in Paragraph 8A is sufficient for all purposes, whether or not the Default Notice is actually received.

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C. **TAXES.** The property taxes for the current year have been divided and prorated between Seller and Buyer as of the Effective Date, and Buyer is responsible for and will pay the taxes and assessments of every kind against the Property. If permitted by the applicable assessor, Buyer will have the Property assessed for taxation in Buyer's name. Unless taxes are paid through an escrow account, Buyer will send copies of paid tax receipts to Seller within 30 days after the taxes become due and payable.

D. **PAVING, UTILITY AND OTHER IMPROVEMENT LIENS AND CHARGES.** Subject to proration, Buyer assumes any paving, utility or other improvement liens or charges now or later assessed against the Property and will pay all installments of principal and interest thereon that become due after the Effective Date.

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B. **MANNER OF GIVING DEFAULT NOTICE.** Default Notice will be given in writing by certified mail, return receipt requested, and regular first class mail, addressed to Buyer at the address for Buyer provided in Paragraph 8A, with a copy to Escrow Agent. Default Notice given as provided in Paragraph 8A is sufficient for all purposes, whether or not the Default Notice is actually received.

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C. BUYER'S FAILURE TO CURE DEFAULT RESULTS IN TERMINATION OF BUYER'S EQUITABLE RIGHTS IN THE PROPERTY OR ACCELERATION OF BALANCE DUE SELLER.

(1) If Buyer fails or neglects to cure any default within thirty (30) days after the date Seller's Default Notice is mailed, then Seller may, at Seller's option, either

(a) declare the Balance Due Seller to be then due and proceed to enforce payment of the Balance Due Seller, plus any accrued interest, together with reasonable attorney's fees, postage and costs in which case the special warranty deed will remain in escrow; or

(b) terminate Buyer's rights in the Property and retain all sums paid as liquidated damages to that date for the use of the Property, and all rights of Buyer in the Property will end. If the Contract is terminated by Seller, Buyer will forfeit all payments made pursuant to this Contract. Buyer waives any claim to the payments if a default occurs and Seller elects to terminate Buyer's rights in the Property. If Buyer's rights in the Property are terminated, Buyer waives any and all rights and claims for reimbursement for improvements Buyer may have made to the Property. Buyer will be liable to Seller to the extent permitted by law for failure to comply with Paragraph 4A.

(2) If the final day for curing the default falls on a non-business day of Escrow Agent, then the period for curing the default will extend to the close of business on the next business day of Escrow Agent.

(3) Acceptance by Escrow Agent of any payment tendered will not be deemed a waiver by Seller of Buyer's default or extension of the time for cure of any default under this Contract.

D. AFFIDAVIT OF UNCURED DEFAULT AND ELECTION OF TERMINATION. A recordable affidavit (the "Default Affidavit") made by Seller, Seller's agent, or Escrow Agent, identifying the parties, stating the legal description of the Property or the recording data of this Contract, stating the date that Default Notice was given, stating that the specified default has not been cured within the time allowed and that Seller has elected to terminate Buyer's rights in the Property, and delivered to Escrow Agent, will be conclusive proof of the uncured default and election of termination of Buyer's rights in the Property.

E. LEGAL RIGHT TO EVICT BUYER. Following Seller's termination of Buyer's rights in the Property, Buyer is no longer entitled to possession of the Property and will immediately surrender possession of the same to Seller. In the event Buyer fails to surrender possession of the Property to Seller as required herein, Seller may file any action permitted by law in the district court in the county in which the Property is located to obtain possession of the Property and to remove Buyer therefrom.

F. NOTICE TO ASSIGNEES. In addition to sending a Default Notice to Buyer, Seller will send all Default Notices to all Assignees who have given written notice of their name, address, and interest in the Property and who have provided a copy of the Transfer Document to Escrow Agent.

G. RIGHTS AND OBLIGATIONS SURVIVING TERMINATION. In the event the Property is rented, upon termination of Buyer's rights in the Property, Buyer will provide an accounting to Seller of any prepaid rents and deposits received by Buyer from the Property, which obligation will survive termination. Notwithstanding the termination of Buyer's rights to the Property, Buyer will be liable to Seller for any failure to maintain the Property as required in Paragraph 4A as well as for any unpaid taxes or utilities liens which survive the termination of Buyer's rights, prepaid rent, and rental deposits.

9. BINDING EFFECT. This Contract will bind and benefit the heirs, devisees, personal representatives, successors and assigns of Seller and Buyer.

10. APPOINTMENT OF AND INSTRUCTIONS TO ESCROW AGENT.

A. ESCROW AGENT. Seller and Buyer appoint as Escrow Agent:

Sunwest Escrow
PO Box 36371
Albuquerque, NM 87176

B. ESCROW DOCUMENTS. The following papers (the "Escrowed Documents") are placed in escrow:

- (1) Signed copy of this Contract.
- (2) Original Warranty Deed signed by Seller.
- (3) Original Special Warranty Deed signed by Buyer.

C. PRIOR OBLIGATIONS. NONE

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(a) declare the Balance Due Seller to be then due and proceed to enforce payment of the Balance Due Seller, plus any accrued interest, together with reasonable attorney's fees, postage and costs in which case the special warranty deed will remain in escrow; or

(b) terminate Buyer's rights in the Property and retain all sums paid as liquidated damages to that date for the use of the Property, and all rights of Buyer in the Property will end. If the Contract is terminated by Seller, Buyer will forfeit all payments made pursuant to this Contract. Buyer waives any claim to the payments if a default occurs and Seller elects to terminate Buyer's rights in the Property. If Buyer's rights in the Property are terminated, Buyer waives any and all rights and claims for reimbursement for improvements Buyer may have made to the Property. Buyer will be liable to Seller to the extent permitted by law for failure to comply with Paragraph 4A.

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(3) Acceptance by Escrow Agent of any payment tendered will not be deemed a waiver by Seller of Buyer's default or extension of the time for cure of any default under this Contract.

D. AFFIDAVIT OF UNCURED DEFAULT AND ELECTION OF TERMINATION. A recordable affidavit (the "Default Affidavit") made by Seller, Seller's agent, or Escrow Agent, identifying the parties, stating the legal description of the Property or the recording data of this Contract, stating the date that Default Notice was given, stating that the specified default has not been cured within the time allowed and that Seller has elected to terminate Buyer's rights in the Property, and delivered to Escrow Agent, will be conclusive proof of the uncured default and election of termination of Buyer's rights in the Property.

E. LEGAL RIGHT TO EVICT BUYER. Following Seller's termination of Buyer's rights in the Property, Buyer is no longer entitled to possession of the Property and will immediately surrender possession of the same to Seller. In the event Buyer fails to surrender possession of the Property to Seller as required herein, Seller may file any action permitted by law in the district court in the county in which the Property is located to obtain possession of the Property and to remove Buyer therefrom.

F. NOTICE TO ASSIGNEES. In addition to sending a Default Notice to Buyer, Seller will send all Default Notices to all Assignees who have given written notice of their name, address, and interest in the Property and who have provided a copy of the Transfer Document to Escrow Agent.

G. RIGHTS AND OBLIGATIONS SURVIVING TERMINATION. In the event the Property is rented, upon termination of Buyer's rights in the Property, Buyer will provide an accounting to Seller of any prepaid rents and deposits received by Buyer from the Property, which obligation will survive termination. Notwithstanding the termination of Buyer's rights to the Property, Buyer will be liable to Seller for any failure to maintain the Property as required in Paragraph 4A as well as for any unpaid taxes or utilities liens which survive the termination of Buyer's rights, prepaid rent, and rental deposits.

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D. AFFIDAVIT OF UNCURED DEFAULT AND ELECTION OF TERMINATION. A recordable affidavit (the "Default Affidavit") made by Seller, Seller's agent, or Escrow Agent, identifying the parties, stating the legal description of the Property or the recording data of this Contract, stating the date that Default Notice was given, stating that the specified default has not been cured within the time allowed and that Seller has elected to terminate Buyer's rights in the Property, and delivered to Escrow Agent, will be conclusive proof of the uncured default and election of termination of Buyer's rights in the Property.

E. LEGAL RIGHT TO EVICT BUYER. Following Seller's termination of Buyer's rights in the Property, Buyer is no longer entitled to possession of the Property and will immediately surrender possession of the same to Seller. In the event Buyer fails to surrender possession of the Property to Seller as required herein, Seller may file any action permitted by law in the district court in the county in which the Property is located to obtain possession of the Property and to remove Buyer therefrom.

F. NOTICE TO ASSIGNEES. In addition to sending a Default Notice to Buyer, Seller will send all Default Notices to all Assignees who have given written notice of their name, address, and interest in the Property and who have provided a copy of the Transfer Document to Escrow Agent.

G. RIGHTS AND OBLIGATIONS SURVIVING TERMINATION. In the event the Property is rented, upon termination of Buyer's rights in the Property, Buyer will provide an accounting to Seller of any prepaid rents and deposits received by Buyer from the Property, which obligation will survive termination. Notwithstanding the termination of Buyer's rights to the Property, Buyer will be liable to Seller for any failure to maintain the Property as required in Paragraph 4A as well as for any unpaid taxes or utilities liens which survive the termination of Buyer's rights, prepaid rent, and rental deposits.

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C. PRIOR OBLIGATIONS. NONE

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✓ DHC [Signature]

D. FEES.

(1) The escrow fees of Escrow Agent will be paid as follows: The Buyers agree to pay all fees charged by the Escrow Agent for the servicing of this Contract.

If all or any part of the fees are paid by Buyer, that amount will be in addition to the amounts due from Buyer as Provided in Paragraph 2.

(2) Escrow Agent will accept all amounts paid in accordance with this Contract and remit the amounts received (less applicable escrow fees) as follows: To Seller as he may direct.

E. ACCEPTANCE OF PAYMENTS. All payments will be deemed provisionally accepted when tendered, subject to determination by Escrow Agent of the correct amount and the timeliness of the payment. After each Default Notice is mailed to Buyer and any Assignee, pursuant to Paragraph 8, and a copy is furnished to Escrow Agent, Escrow Agent will not accept less than the full amount of the sum stated as due in the Default Notice.

F. RELEASE AND DELIVERY OF ESCROWED DOCUMENTS. Upon full payment of the Balance Due Seller and full performance under this Contract by Buyer, other than payment of the assumed Prior Obligations, Escrow Agent is directed to release and deliver the Escrowed Documents to Buyer.

G. DEFAULT BY BUYER. If Seller or Seller's agent delivers a Default Affidavit to Escrow Agent, or if Escrow Agent makes a Default Affidavit, then Escrow Agent will release and deliver the Escrowed Documents to Seller. Escrow Agent will be entitled to rely on the Default Affidavit as conclusive proof of termination.

H. CHANGES IN ESCROW FEES. Escrow Agent may charge its standard escrow fees current as of the date the service is rendered, but all changes will become effective only after sixty (60) days written notice to the party or parties paying the fee of Escrow Agent.

I. INDEMNIFICATION. Seller and Buyer and any Assignee will each indemnify and save harmless Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities which Escrow Agent may incur or sustain in connection with this Contract, including any Interpleader or declaratory Judgment action brought by Escrow Agent, but not for the failure of Escrow Agent to comply with this Paragraph 10 or the negligence or intentional act of Escrow Agent.

J. RESIGNATION BY ESCROW AGENT. Escrow Agent may resign as Escrow Agent by giving Seller and Buyer sixty (60) days written notice of intent to resign. Seller and Buyer will select a successor escrow agent and give written notice to Escrow Agent of such selection. If the parties fail, for any reason, to mutually select a successor escrow agent and give Escrow Agent written notice of such selection within sixty (60) days after mailing by Escrow Agent of notice of intent to resign, then Escrow Agent may select the successor escrow agent. Delivery by Escrow Agent to the successor escrow agent of all documents and funds, after deducting therefrom its charges and expenses, shall relieve Escrow Agent of all liability and responsibility for acts occurring after the date of the assignment in connection with this Contract.

11. ATTORNEY FEES. If either party uses the services of an attorney to enforce that party's rights or the other party's obligations under this Contract, the prevailing party will recover reasonable attorney's fees and costs from the non-prevailing party.

12. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Contract may be varied only by a document signed by both parties.

13. FORCE MAJEURE. Neither party shall be liable for delay or failure to perform any obligation under this Contract if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.

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If all or any part of the fees are paid by Buyer, that amount will be in addition to the amounts due from Buyer as Provided in Paragraph 2.

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E. ACCEPTANCE OF PAYMENTS. All payments will be deemed provisionally accepted when tendered, subject to determination by Escrow Agent of the correct amount and the timeliness of the payment. After each Default Notice is mailed to Buyer and any Assignee, pursuant to Paragraph 8, and a copy is furnished to Escrow Agent, Escrow Agent will not accept less than the full amount of the sum stated as due in the Default Notice.

F. RELEASE AND DELIVERY OF ESCROWED DOCUMENTS. Upon full payment of the Balance Due Seller and full performance under this Contract by Buyer, other than payment of the assumed Prior Obligations, Escrow Agent is directed to release and deliver the Escrowed Documents to Buyer.

G. DEFAULT BY BUYER. If Seller or Seller's agent delivers a Default Affidavit to Escrow Agent, or if Escrow Agent makes a Default Affidavit, then Escrow Agent will release and deliver the Escrowed Documents to Seller. Escrow Agent will be entitled to rely on the Default Affidavit as conclusive proof of termination.

H. CHANGES IN ESCROW FEES. Escrow Agent may charge its standard escrow fees current as of the date the service is rendered, but all changes will become effective only after sixty (60) days written notice to the party or parties paying the fee of Escrow Agent.

I. INDEMNIFICATION. Seller and Buyer and any Assignee will each indemnify and save harmless Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities which Escrow Agent may incur or sustain in connection with this Contract, including any interpleader or declaratory judgment action brought by Escrow Agent, but not for the failure of Escrow Agent to comply with this Paragraph 10 or the negligence or intentional act of Escrow Agent.

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11. ATTORNEY FEES. If either party uses the services of an attorney to enforce that party's rights or the other party's obligations under this Contract, the prevailing party will recover reasonable attorney's fees and costs from the non-prevailing party.

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F. RELEASE AND DELIVERY OF ESCROWED DOCUMENTS. Upon full payment of the Balance Due Seller and full performance under this Contract by Buyer, other than payment of the assumed Prior Obligations, Escrow Agent is directed to release and deliver the Escrowed Documents to Buyer.

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H. CHANGES IN ESCROW FEES. Escrow Agent may charge its standard escrow fees current as of the date the service is rendered, but all changes will become effective only after sixty (60) days written notice to the party or parties paying the fee of Escrow Agent.

I. INDEMNIFICATION. Seller and Buyer and any Assignee will each indemnify and save harmless Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities which Escrow Agent may incur or sustain in connection with this Contract, including any interpleader or declaratory judgment action brought by Escrow Agent, but not for the failure of Escrow Agent to comply with this Paragraph 10 or the negligence or intentional act of Escrow Agent.

J. RESIGNATION BY ESCROW AGENT. Escrow Agent may resign as Escrow Agent by giving Seller and Buyer sixty (60) days written notice of intent to resign. Seller and Buyer will select a successor escrow agent and give written notice to Escrow Agent of such selection. If the parties fail, for any reason, to mutually select a successor escrow agent and give Escrow Agent written notice of such selection within sixty (60) days after mailing by Escrow Agent of notice of intent to resign, then Escrow Agent may select the successor escrow agent. Delivery by Escrow Agent to the successor escrow agent of all documents and funds, after deducting therefrom its charges and expenses, shall relieve Escrow Agent of all liability and responsibility for acts occurring after the date of the assignment in connection with this Contract.

11. ATTORNEY FEES. If either party uses the services of an attorney to enforce that party's rights or the other party's obligations under this Contract, the prevailing party will recover reasonable attorney's fees and costs from the non-prevailing party.

12. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Contract may be varied only by a document signed by both parties.

13. FORCE MAJEURE. Neither party shall be liable for delay or failure to perform any obligation under this Contract if the delay or failure is caused by any circumstances beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

14. LAW AND JURISDICTION. This Contract shall be governed by and construed in accordance with the laws of New Mexico and each party agrees to submit to the exclusive jurisdiction of the courts of New Mexico.

15. SEVERANCE. If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Contract has been agreed with the invalid illegal or unenforceable provision eliminated.

CAUTION: YOU SHOULD READ THIS ENTIRE CONTRACT BEFORE SIGNING. IF YOU DO NOT UNDERSTAND THIS CONTRACT, YOU SHOULD CONSULT YOUR ATTORNEY.

SELLER
Ray Mason Turner
Ray Mason Turner

BUYER
Thomas Carter
Thomas Carter

Alicia Carter
Alicia Carter

✓
David Hughes
David Hughes

✓
Katie Marie Hughes
Katie Marie Hughes

Countersigned

Countersigned

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO }
COUNTY OF Bernalillo } ss.

This instrument was acknowledged before me this 11th day of November, 2021, by Thomas Carter and Alicia Carter.

My commission expires: _____
(Seal) Notary Public

Countersigned

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF FLORIDA }
COUNTY OF _____ } ss.

This instrument was acknowledged before me this _____ day of November, 2021, by David Hughes AND Katie Marie Hughes.

My commission expires: _____
(Seal) Notary Public

Countersigned

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO }
COUNTY OF Bernalillo } ss.

This instrument was acknowledged before me this 11th day of November, 2021, by Ray Mason Turner.

My commission expires: 6/1/25
(Seal) Notary Public



19th 30
Sharon H. Moeser

Seller RM/T / Buyer _____

14. LAW AND JURISDICTION. This Contract shall be governed by and construed in accordance with the laws of New Mexico and each party agrees to submit to the exclusive jurisdiction of the courts of New Mexico.

15. SEVERANCE. If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Contract has been agreed with the invalid illegal or unenforceable provision eliminated.

CAUTION: YOU SHOULD READ THIS ENTIRE CONTRACT BEFORE SIGNING. IF YOU DO NOT UNDERSTAND THIS CONTRACT, YOU SHOULD CONSULT YOUR ATTORNEY.

SELLER

Ray Mason Turner

countersigned

BUYER

Thomas Carter

Allena Carter

David Hughes

Katie Marie Hughes

countersigned

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF Bernalillo

ss.



This instrument was acknowledged before me this 11th day of November, 2021, by Thomas Carter and Allena Carter.

My commission expires: 6/1/25
(Seal)

Notary Public

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF FLORIDA

COUNTY OF _____

ss.

This instrument was acknowledged before me this ____ day of November, 2021, by David Hughes AND Katie Marie Hughes.

My commission expires:
(Seal)

Notary Public

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF Bernalillo

ss.

This instrument was acknowledged before me this 11th day of November, 2021, by Ray Mason Turner.

My commission expires:
(Seal)

Notary Public

14. **LAW AND JURISDICTION.** This Contract shall be governed by and construed in accordance with the laws of New Mexico and each party agrees to submit to the exclusive jurisdiction of the courts of New Mexico.

15. **SEVERANCE.** If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Contract has been agreed with the invalid illegal or unenforceable provision eliminated.

CAUTION: YOU SHOULD READ THIS ENTIRE CONTRACT BEFORE SIGNING. IF YOU DO NOT UNDERSTAND THIS CONTRACT, YOU SHOULD CONSULT YOUR ATTORNEY.

SELLER

 Ray Mason Turner
countersigned

BUYER

 Thomas Carter
countersigned

 Allecia Carter

✓

 David Hughes

✓

 Katie Marie Hughes

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO }
 COUNTY OF Bernalillo } ss.

This instrument was acknowledged before me this 11th day of November, 2021, by Thomas Carter and Allecia Carter.

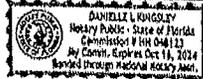
My commission expires: _____
 (Seal) Notary Public
countersigned

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF FLORIDA }
 COUNTY OF ~~SARASOTA~~ } ss.

This instrument was acknowledged before me this 19 day of November, 2021, by David Hughes AND Katie Marie Hughes, *By Physical presence AND PROVIDING DRIVER LICENSE as ID*

My commission expires: 10/16/2024
 (Seal) Notary Public



ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO }
 COUNTY OF Bernalillo } ss.

This instrument was acknowledged before me this 11th day of November, 2021, by Ray Mason Turner.

My commission expires: _____
 (Seal) Notary Public
countersigned

EXHIBIT "A"

Property located in Tarrance County, New Mexico, as follows:

A Tract of land being and comprising a portion of the Southeast Quarter (SE1/4) of Section Twenty-five (25), Township Seven (7) North, Range Six (6) East, N.M.P.M., said Tract of land being herein more particularly described as follows:

Beginning at the Southwest Corner No. 1 of the Tract herein set forth, said Corner No. 1 being the identical South Quarter Corner of the said Section 25, and running Thence N. 00° 21' 02" E. along the North South Quarter Line of said Section 25 1120.00 feet to the Northwest Corner No. 2 of the Tract herein set forth, Thence N. 89° 51' 20" E. 1560.00 feet to the Northeast Corner No. 3 of the Tract herein set forth, Thence S. 00° 21' 02" W. 1120.00 feet to a point of the Southerly Line of said Section 25 and the Southeast Corner No. 4 of the Tract herein set forth, Thence S. 89° 51' 20" W. 1560.00 feet along the southerly line of the said Section 25 to the Southwest and beginning Corner No. 1 of the Tract herein set forth and the point of beginning.

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 Giraud 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.

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Cabin three was furnished, rentable, and hooked up to their well. The goal was to have all seven cabins hooked up to the water catchment systems. They did not understand fully the preservation conservation district and water issues at the time of purchase. They were now fully aware. Mr. Carter lived adjacent to this property; this was their home. He stated he understood his neighbors' concerns and they were the same as his. He did not care to have a business on a property with a dry well. He did not want to be a part of the problem that could potentially dry up the water in the valley. What he was outlining was the steps to mitigate those concerns. Included was a diagram of a water catchment system they planned to implement. Each cabin was unique in its design so there would be some variance in the systems. This was the water system he was working on for each structure. He was aware there were limitations to a catchment system such as dry seasons. He was committed and had put things in place to haul water to each of the cabins if necessary. This was an extremely logistically intense project. It had been very taxing on them and wish it was in place right now, but they continued to push towards that goal. There were no dish washers or laundry facilities in the cabins. They were set up for conservation and have signage posted throughout to encourage water conservation. They had communication and information provided during the booking process online of the conservation district. It was obviously the honor system, but steps were taken to not rent to riffraff. They had run an Air B&B in the city for a few years. They were happy to be in this area as it was a different type of person who would want to stay there. They did not have parties. They had a good clientele. They were looking into available grants to assist in getting these systems into place. They were anticipating traffic might be a concern of the neighbors. The traffic impact appears very minimal at this point as their guests seem to travel in one auto or maybe two. If there was an isolated event that number could increase. They asked their guests to be mindful of their speed on La Para Road. If their customers caused their neighbors problems, they caused him problems. There were three gates to enter this property. They did not use the middle gate. They kept the entry and exit limited for safety. There was a raw sewage issue on this property when they purchased it. They had repaired these and had installed new septic systems on some, making corrections on others all the while working with the state inspector. There were a few more minor repairs before those were permitted. He repeated he lived here. He was not a real estate company. He wanted everybody present to know he was vested here. He had put an effort to work with neighbors and be open to communication. Mr. Carter stated his chief concern was what his neighbors thought. They were stimulating the economy by hiring some local people and offering a guidebook to promote the community. They welcomed an open forum. Mr. Carter thanked the Board for serving. **Chairman Frost** asked for comments in support of the item. **Mr. Johnny Romero** was sworn in. Mr. Romero was a neighbor who lived about a half a mile down the road. They had lived there for 40 years. He explained the Carters were very quiet and he believed the repair to this property was of benefit. He was in favor of this item. **Mr. Dick Green** was sworn in. He explained he was the neighbor to the west. He had a windmill and used about five gallons per day per person in the house. He was in favor of this if they did indeed follow through with the water catchment system and utilized the well water for only two of the houses. He trusted them. He had the most to lose as he was the closest to them. All the wells had been dropping over the last one hundred and twenty years. **Mr. David Avila** was sworn in. Tom and Felicia were friends of his. He said he was thankful for an open forum to get through issues. **Mr. James Springer** was sworn in. Mr. Springer also lived in the area, there were legitimate concerns being talked about. He believed the Carters were making efforts to solve problems that others were not. His neighbor put in a large catchment system some years back and after a year they had not had to use their well. This was with a family of four who also owned horses and cattle. Alternative solutions really were long term viable solutions. **Mr. Brady Ness** was sworn in. He asked if you would imagine 200 years ago in the 1770s if our

founding fathers giving their lives liberty and fortunes pledging to each other, dying on a battlefield, telling a corrupt government to drop dead and then two hundred years later their seed was coming before man and asking permission to do something on their own property. He found this disgusting and despicable. He understood the questions and concerns people had and deemed it fine.

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At what point and time did we lose our sovereignty as a people. At what point and time did the government start controlling people. He understood the Government could enforce code and statutes because they're bound by them. Maybe corporations and companies were bound by them. Why couldn't a man own a piece of property and live his life on his land without agents of government showing up and stopping him. He appreciated what these people were doing. They were fixing up their place and trying to do right by their neighbors. That was what they should do. He was in belief the government was in favor of large corporations and against the average person. He would like to let everybody know publicly and very clearly, he detested and hated that. **Chairman Frost** asked for those who would speak in opposition. **Ms. Kathryn Jesse** was sworn in. Ms. Jesse had concerns about further commercial business coming into the area. She was a long-time resident of the La Para neighborhood. There were limited water resources and infrastructure. Many properties on La Para Road must now haul their water. Indicating many wells did not produce the volume of the past. The community was included in the Torrance County Conservation district. This protected our resources and limits our land use. Ms. Jesse continued reading from the ordinance on the conservation district. She had issues with developing the property in question. She was in belief it was not in compliance with the conservation district. The cabins were built illegally by Ray Turner and left in different levels of un-completion. Two had been occupied. One by Mr. Turner the other by a caretaker. This parcel was previously brought before the Board to sub-divide years ago. The petition was denied as it was not in compliance with Torrance County Ordinance. Ms. Jesse read a portion from the Ordinance. She was in belief there was an illegal well and the state had a record of a permit being drawn but no record of inspection and she was in belief the state should be involved. Out of seven cabins only three of the cabins have addresses and were not properly taxed. Last year the property was sold. The new owner immediately started turning this into a new B&B operation. They did not submit plans, pull structural permits, survey, or apply for a variance application with Planning and Zoning before beginning construction. She believed the new owners were aware of the situation and began business anyway. The current owners had previously operated an Air B&B so she assumed they were aware of the requirements. Again, reading reports. Upon receiving a notice from Planning and Zoning construction did not stop but rushed to complete and upgrade the cabins. Including water lines and plumbing to 4 lower units. Again, reading from the Ordinance. This was a possible commercial business, and they had 6 cabins and 1 well. She stated this hearing was not about how wonderful the new owners were but about conserving the conservation district. There were several similar businesses across the road. This meant more traffic, ATV's and more stress on the land. La Para Road was important as emergency responders used it for access in case of fires. La Para Road was also used to evacuate livestock in the case of a natural disaster. Ms. Jesse would like to see this project limited or not approved until the water system were installed, or just more guarantees. She personally liked her quiet. **Mr. Carter** returned to the podium. He explained he understood her concerns. He meant what he had said. There may have been some misinformation as he had not put in any waterlines. He had been working with Code Enforcement throughout the process. The road was the road. He did not believe his business would impact emergency vehicles. He had extensive service with emergency responders and was familiar with operations. He explained he had built a water trailer and had left it accessible to his neighbors. They all knew that if a fire broke out it would be them who put the fire out. At the very best emergency responders were 30 minutes to get to our road. So, it would be truly up to us to put that fire out. He was taking steps to make that easier for them in case that horrific event happened. **Ms. Jesse** explained she was trying to address the density. With seven cabins

rented out that was a huge increase in the density. There were other sub-divisions wanting to come into their area. She explained she liked these people, but it was about what precedence would be set. She appreciated the protection of conservation district zoning. She did not want to see development in the valley. **Mr. James Springer** returned to the podium. He explained he was disgusted with the Carters and that they believed they should have control over their own lives, liberty, and property. Mr. Springer explained covid was used to destroy and crush a lot of small businesses. This business somehow survived. The Planning and Zoning Board should take the opportunity to crush this small business.

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As government he thought this what should be done. There was an opportunity to crush the American dream, to destroy the hard work of an American family. **Mr. Dick Greene** returned to the podium. He explained we all rely on rain. We cannot control it, but we can control how we use it. There was always a balance between social good and individual rights, as a County, as a Country. There was a lot of truth that had been said here, but there was also a different way of looking at it. We must balance those co-ops. There was liberty and social good. He encouraged the Clarks to continue their good work and to be very cautious as they continued. **Director Goen** explained there were several letters of support in the packet. Some were a template letter. He read the following letters into the record:

Dear Torrance County Planning & Zoning Staff:

Hoping this letter finds you doing well. This correspondence is in regard to the Special Land Use permit requested by Tom and Alicia Carter, owners of 169 La Para Rd, Estancia, NM 87016. As their neighbor, I would like to stand in support of their request for a Special Land Use permit. I understand they plan to add water collection systems to each of their cabins and that they will ensure their guests know that this area requires water conservation to be at the forefront of their minds. I also understand that not all of their cabins will be reliant on their well and that their goal is that all cabins are supported completely by water catchment in the very near future. Tom and Alicia have moved their family to this valley. I understand that this is their home too, and they are united with all of us in our shared goals for conservation, a quiet peaceful country life and preserving all this valley has to offer for generations to come. It's obvious to me as their neighbor that they have come to this valley to love and serve and blend seamlessly into the fabric of our community. I'm glad they're here and I'm in full support of the work they're doing to preserve the history of their cabins, love and serve others with excellence and be a blessing to this community.

Template letter was signed by Betty Summers, Rosie Urban, Ron & Lisa Maes, and Nadia Heffner.

Director Goen explained Ms. Summers had submitted an additional letter and he would paraphrase. Ms. Summers explained the Carters had moved there about 1 ½ years ago and that she had lived there for 44 years. She had seen the activity in regard to the repairs being done. She viewed this as helping to keep and save the beautiful memories of the small valley, enjoying the beauty and nature of the area. She noted how peaceful it was. She explained she respected the Carters in trying to preserve the site and show pride in their land. She thought it honorable that they were preserving the old cabins and not tearing them down to be replaced with modern structures. She noted the amount of work and care being done. The Carters by their example would not attract negative people and were working to keep the neighborhood safe.

Dear Torrance County Planning & Zoning Staff:

Greetings. My name is Jody Baxmeyer. Hoping this letter finds you doing well. I write to you in regards to the Special Land Use Permit requested by Tom+ Alicia Carter, owners of 169 La Parra Road, Estancia, NM 87016. My wife and I are also business owners in the area and run JaM Advertising and Productions. I would like to stand in support of their request for a special land use permit. I understand

that they ensure their guests know that this area requires water conservation to be at the forefront of their minds. I also understand that not all of their cabins will be reliant on their well and that their goal is that all cabins are supported completely by water catchment in the very near future. Water usage is forefront to everyone's mind as everyone in the southwest comes to appreciate that drinking water is a finite resource. We appreciate and understand the business model and we already see the infrastructure for renewable green technology being implemented with solar power installations and with plans for water catchment, we see this planned responsibly by owners who are also working hard to be good neighbors.

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I further understand that their cabins are vacation rentals and that this means there will never be long term tenants in the cabins, which also benefits our conservation goals as a community. Because they are not rented all the time, the water usage is quite a bit less than it would be for a long-term rental. This is a huge benefit to our conservation efforts and greatly appreciated. Tom and Alicia have opted to choose this valley to raise a family and earn a living while doing so. We've met them many times and they're a wonderful addition to our valley community. Having Alicia and Tom raise their son Liam, as he explores this wonderful territory and grows up to be a man is a fantastic idea and having the family be self-supportive with a business that also benefits tourism in New Mexico's by showing off our state's beautiful natural scenery makes granting a special land use permit a win/win for everyone. It's obvious to me, as their neighbor, that they have come to this valley to love and serve and blend seamlessly into the fabric of our community. I'm glad they're here and I'm in full support of the work they're doing to preserve the history of their cabins, love and serve others with excellence and be a blessing to this community.

Signed: Jody William Baxmeyer

Memo from Dick Greene:

Alecia and Tom Carter own forty acres at 169 La Para Road. I am their only neighbor on the west side. They are a kind, friendly, hardworking, thoughtful, responsible, ecological, and caring family. Their land contains four historic structures and three additional new structures distributed across the single surveyed acreage which is zoned "conservation." They have only 1 submersible household water well which is ..., 100 yards from my 120-year-old household windmill that is at 140 feet and dropping. Like all water wells in the county, my well is dropping about 1-2 ft/year. As you know, water conservation is the major existential problem in TC, NM, USA, and the World. For over 2 years, the Carters have worked hard, and at significant expense, to renovate and finish two of the seven structures into vacation rentals that are listed with online air B&B. This is a major part of their income while augmenting the tourist economy of TC. Aware of the TC zoning rules of ground water, they plan to design and use rain and snow water catchment as their water source for each rental. Only two units of the historic houses can be connected to the original water well. Guests will be asked to limit their water use. The Carter's are initiative- taking in this domain. I suggest that they limit each guest to 10- 15 gallons/day. This is the daily ground water used by large livestock. Some folks have livestock while some have tourists. Given water limitations and mitigations, I support their land use variance. Climate and human behavior will be salient.

Mrs. Estrada motioned to approve. Mr. Sanchez seconded.

Discussion: Vice Chairman DuCharme inquired about the water catchment system. Asking if they expect more moisture at this elevation? Mr. Clark believed they received more moisture than in the Valley. Vice Chairman DuCharme inquired about water treatments and testing for safety. Mr. Clark explained the water was tested. There were several filters including UV filters. Vice Chairman DuCharme inquired if they would use the well in the event they did not have adequate water to supply the cabins. Mr. Clark reminded Vice Chairman DuCharme that they were set up for a water hauling situation. His plan was to be on a 100 percent water catchment system as many of his neighbors were. They were planning to create 7 separate systems and not one big system. Vice Chairman DuCharme asked about the entrance & exit from the property.

PAGE 6

Mr. Clark repeated there were three, but the middle gate was closed, and they did not use it. Vice Chairman DuCharme asked if the septic systems must be finished before you can rent them. Mr. Clark explained that cabin five was in the process of being revamped and they were working with the state to get that up to code. Cabin 6 was a primitive site and has a portable restroom situation. Vice Chairman DuCharme asked if they would have more than 7 cabins. Mr. Clark explained they would not. Vice Chairman DuCharme asked how deep the existing well was. Mr. Greene thought around 130 feet. Mr. Clarke explained that while others have had deviations in their wells, he had seen none with his. Mr. Sanchez asked if when he bought the property, was he aware of the conservation district and the associated limitations. Mr. Clark explained not at the time of purchase. Now he was. Mr. Sanchez asked about the illegally built cabins and was Planning & Zoning going to allow them to be grandfathered in. He understood two were rented and five incomplete. Director Goen explained that due to the historical nature of the site, structures aside, the main issue was the state of the existent septic systems, and the non-existent septic systems. Tom and Alisia have been working in direct contact with the State Environment. Director Goen had been in direct contact with the state regarding replacement and repair of the septic systems. Regarding the structures, he was reluctant to retroactively penalize someone for something done by someone else. Mr. Sanchez explained Planning & Zoning was going to allow them to continue development. In the letter of intent Mr. Clark had stated that as a result of two meetings prior to the purchase they were going to have to apply for a Variance at some point, what would the Variance have been for. Director Goen explained this took place prior to him becoming Director. He thought there may have been unclear communication by both parties. He explained he did not have any problems with the structures. His biggest concerns were the water, and they have taken steps to mitigate that and the septic issues. Mr. Sanchez explained it had been stated the structures were historical and asked for clarification. Mr. Clark was not sure of the criteria. Mr. Sanchez suggested not using the term due to State preservation standards. He asked for clarification of what was meant by short term. Mr. Clark explained sometimes a weeklong stay but usually overnight or a couple days. Mr. Sanchez was in favor of a disclosure attached as the short term was open to interpretation. There was discussion of short term and future additional development. Mr. Clark explained he didn't think County code was updated to what he was doing. Director Goen explained future development would require permits. Mr. Sanchez referred to section 16 of the ordinance in the Special Use district. Section 16.B, each application for a zone change to establish a Special Use district must declare the proposed use, unless otherwise specified, must be accompanied by a site development plan of sufficient size and scale to... the listed items. This was detailed. He did not think the map supplied in the application met the requirement. Mrs. Estrada explained she was in belief the site plan was perfect for what they were doing. They were a small business. She had done this herself. Taking old trashy lots that had never been in compliance with Planning and Zong and fixing them up. There were plenty in the county. Just as an empty building was a hazard. Tear them

down or fix them up. **Director Goen** explained if someone applied for a Special Use district that was going to have future development adding an office building, or a large equipment building, he would require detailed plans for proposed development. Development at this location had already been done so the site plan had been accepted. **Mrs. Johnston** explained the Clarks had made promises, and people were dependent on those promises. If not kept, the water issues could become more and more paramount. **Chairman Frost** explained how much water could be gathered with a catchment system and gave examples. **Mr. Sanchez** asked Mr. Clark how he guaranteed the quality of his water. **Mr. Clark** explained he had not settled on a system yet, but it was a filtered system. **Mr. Sanchez** pointed out that if somebody was to get sick he would be liable. **Mr. Clark** explained that was why he had business insurance. There was a risk in everything they did out there. That was a part of being a businessman. **Mrs. Estrada** pointed out that everybody in Mexico had small catchment systems and they did not get sick. **Mrs. Johnston** explained the Edgewood Soil and Water Conservation building near her used a water catchment system and it worked beautifully. For her the Clark's plan was only a promise. **Vice Chairman DuCharme** sees no water impact on the neighbors from this business.

PAGE 7

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

Mrs. Estrada motioned to return to regular business. Vice Chairman DuCharme seconded.

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

Regular meeting in session 11:05am

3. 2024 P&Z Meeting Schedule

Action: Recommendation to County Commission
Agent: Don Goen- Planning & Zoning Director

Director Goen presented the 2024 Planning and Zoning meeting schedule for recommendation and sent to the County Commissioners for approval. Meetings are the first Wednesday of the month and the deadline for submittal the first Thursday of the month with the following exceptions. The cut off for submittal will be July 8th for the August meeting due to the fourth of July. The January 2025 meeting will be January 2 due to January 1st being the first Wednesday and a holiday.

Vice Chairman DuCharme motioned to approve the 2024 Planning and Zoning Meeting schedule. Mrs. Johnston seconded

Discussion: None

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

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.

ADJOURN

Being all business had been addressed **Chairman Frost** adjourned the meeting.

Meeting adjourned at 11:08 am

APPROVED

Passed, approved, and adopted this 3rd day of January, 2024

Jim Frost, Chairman of the Board

Don Goen, Planning & Zoning Director

DRAFT



Torrance County

Planning & Zoning

PO Box 48

205 S. 9th Street

Estancia, NM 87016

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

www.torrancecountynm.org

TORRANCE COUNTY PLANNING AND ZONING BOARD NOTICE OF DECISION

SUBJECT: Special Use: Cabin Rentals

APPLICANT: Tom & Alicia Carter

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

ZONE: C, Conservation, 40 acre minimum

ACTION: Special Use: Cabin Rentals

SPECIAL USE: CABIN RENTALS

APPROVED: 5-0.

Findings and Conditions

FINDINGS:

1. Applicant Tom & Alicia Carter
2. Staff explained the application.
3. Tom Carter explained the documents submitted.
4. In a unanimous vote of five in favor, Special Use for Cabin Rentals approved.

CONDITIONS of APPROVAL:

None

Approved this 6th day of December, 2023


Jim Frost, Chairman of The Board


Don Goen, Planning & Zoning Director



Agenda Item

No. 12



Agenda Item

No. 13



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No.13A



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 13B



Agenda Item

No. 14



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No.14A



Maintenance / Support Agreement-Contract Number: 4114

This Maintenance/Support Agreement (“the Agreement”) is made and entered into as of **12/08/2023** by and between *Terralogic Document Systems* (hereafter referred to as “TDS” a.k.a. “Service Provider”) and **TORRANCE COUNTY** (a.k.a. “Licensee” & “Customer”) with principal place of business or operations at **205 NINETH STREET, ESTANCIA NM 87016.**

Contract Term: 12/08/2023 through 12/07/2024

A. SCOPE OF SERVICE - HARDWARE SUPPORT

1. Preventative Maintenance on hardware items listed in “Attachment A” (located at the end of this Agreement) will be performed in accordance with the Manufacturer suggested guidelines. Additional Preventative Maintenance requested by the customer or due to high usage may be subject to additional charges.
2. Onsite labor to repair reported deficiencies.
3. Parts required to repair reported deficiencies as deemed necessary by TDS.
4. ***Response to equipment malfunction and failures.*** Customer will provide the TDS technical support team with a *written* Error Report via email at: help@terralogic.com; this is a prerequisite to TDS's contractually response time to system failures, access problems, performance failures, and errors as it ensures Customer's service issue is promptly and properly logged into TDS's service queue and reaches all pertinent TDS support personnel. *Emailing service requests to individual TDS employees may cause a delay in response time and service level response times are not guaranteed in these cases.* The Error report must include an explanation of the hardware service issue end-user(s) are experiencing, the end-users operation (s) employed when the problem occurred, and any available documentation of the Error. This would include, but not limited to, screen prints of all system errors, error messages, and any other information TDS reasonably requires. Reasonably promptly after TDS receives the Error Report via help@terralogic.com, TDS will cooperate with end user in assigning an appropriate service level, time of response to the situation and Service Provider personnel to assist end user in resolving the issue. The levels of service issues and response times are described in the following subparagraphs:

LEVEL I Complete equipment failure

TDS will respond within two business hours after receipt of the Error Report and agreement that this Level of response is needed. TDS will immediately assign Service Staff & resources until resolution is reached and make all efforts to restore equipment operation within one business day

LEVEL II End users are unable to execute certain system functions

TDS will respond within four business hours after receipt of the Error Report and agreement to this Level of response. TDS will assign service staff & resources until resolution is reached and make all efforts to restore equipment function(s) within one business day.

LEVEL III Equipment not performing per documentation, but user can perform basic job functions

TDS will respond within one business day after receipt of the Error Report. TDS will make all efforts to restore function within three business days.

LEVEL IV Guidance for equipment features not currently deployed & user functionality question

TDS will respond within three business days after receipt of user request.

All response actions on the part of TDS for points one (1) through five (5) above are contingent on the following:

Assigned Service Call Number - End user to email our technical support group at help@terralogic.com or call our 800 technical support line (800-708-8584) and receive a Service Call Number.

Remote Access - Customer agrees to provide to TDS and maintain at the Customer's expense, Virtual Private Network (VPN) access or remote access through internet connectivity tools. This access is essential to provide support services; if it is not provided TDS reserves the right to charge current travel rates as well as for any additional expenses incurred.

On-Site Services - Following TDS's reasonable efforts to resolve the problems by telephone or through remote access, TDS will provide on-site Maintenance Services at Licensee's facilities in connection with the correction of any Level I, or II issue within eight business hours of the remote connection correction failure and within 16 business hours for level III issues at no additional costs to the customer.

B. SPECIFIC EXCLUSIONS - HARDWARE SUPPORT

The following items are specifically excluded from this Agreement and are billable occurrences

Exclusion Fee schedule is included at the end of this section:

1. Routine maintenance procedures as described in the Cleaning section of the equipment's operator guide.
2. Cost of rebuilding, refurbishing or re-manufacturing the equipment.

3. Entire equipment accessory assemblies not essential to the primary function(s) of the machine.
4. "Consumables" including, but not limited to: Toner, drum units, maintenance kits, fuser kits, transfer kits, exchange roller kits, network cards, fax cards, lamps, bulbs, batteries, thermal transfer ribbons, paper.
5. Power cords, USB cords and power adapters.
6. Re-installation and reconfiguration of a machine beyond original installation for any reason.
7. Main logic board malfunction or replacement caused by paper clips, staples or other foreign material.
8. Any parts broken due to unnecessary roughness or negligent use.
9. Service, repair, replacement of parts, attachments or modifications of equipment installed by anyone other than authorized TDS representative.
10. Media, including but not limited to: CDs, tapes and ribbons.
11. The services of a technical support representative outside of TDS's normal business hours (Monday - Friday, 8:00a.m. MST to 5:00p.m. MST). Those services will be billed to Customer at TDS's current hourly rate.
12. If applicable, any original installation disks given to Customer at inception of original equipment installation. Customer is responsible for keeping original installation media for future re-installation if needed. Customer will be responsible for all costs associated in replacing original installation media if indeed replacements are available; TDS cannot guarantee replacement media will be available.

Hardware Related Billable Fee Schedule	
<i>Reinstallation and reconfiguration of machine for any reason</i>	<i>\$125.00/hour</i>
<i>Hourly rate for any non covered request</i>	<i>\$125.00/hour</i>
<i>Parts listed as exclusions</i>	<i>TDS will quote as needed</i>
<i>Travel Zone Charge (Per round trip) - Quoted as needed</i>	<i>Zone charges vary</i>

A. GENERAL

1. Days and Hours of Coverage: This Support Agreement covers service during TDS's normal working hours, 8:00 a.m. to 5:00 p.m. MST, Monday through Friday. Coverage on Holidays (New Year's, Memorial, Independence, Labor, Thanksgiving, day in connection with Thanksgiving and Christmas Day) is not included in TDS's normal working hours.
2. At least 30 days prior to Agreement expiration, TDS will send Customer a renewal quote for continued support. Failure to accept by the expiration date will result in cancellation of this Agreement. Acceptance of the renewal after the expiration date will result in a 15% contract reinstatement fee.
3. This Agreement is not assignable by the customer.
4. This Agreement constitutes the entire agreement between the parties herein with respect to the subject matter hereof, and no representation, either written or oral, will be of any force or effect unless specifically set forth in this Agreement. No amendment or waiver of the terms of this Agreement may be made except in writing.
5. Neither party will be responsible for delays or inability to service caused, directly or indirectly, by strikes, accidents, climactic condition, or other reason of a like or dissimilar nature beyond its control. In no event will either party be liable for loss of profits or special, indirect or consequential damages arising from use of, or inability to use, Software, Hardware or related Documentation. No action relating to obligations herein may be brought by either party more than one year after the cause of action has occurred.
6. The offering of this Agreement, in and of itself is no guarantee that the System is suitable for the Customer's purposes, or whether the System will achieve the Customer's intended results.
7. Service Provider's liability in case of non-performance herein will be limited to the Annual Maintenance Charge specified in the Exhibits section.

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For service please call 1-800-708-8584

Maintenance Agreement

Attachment A

TORRANCE COUNTY
205 NINETH STREET
ESTANCIA, NM 87016

Service Item Description	Serial or Version No.	Location	Annual Cost
ScanPro 2000 w/FC	78086-726001172	CLERK	846.00
		TOTAL	846.00
	Sales Tax - Estancia 22-503	7.9375%	67.15
		AMOUNT WITH TAX	913.15

IN WITNESS WHEREOF, the parties have caused this Agreement (4114) to be executed by their duly authorized officers effective as of the date first set forth above.

Terralogic Document Systems

TORRANCE COUNTY

, *Contracts Manager* (Signature)

Date: 08/17/2023

(Typed or Printed Name)

(Title)

Date: _____

Terralogic Document Systems:

1414 Common Drive
El Paso, Texas 79901

6565 Americas Parkway NE #200
Albuquerque, NM 87110

800-644-7112 General Inquiries
800-708-8584 Technical Services

Technical Support: help@terralogic.com



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No.14B



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No.14C

Application Information

Funding Information

Equipment Inventory Report

Items Requested

Certi

▼ Recipient Information**EMS FUND ACT****LOCAL FUNDING PROGRAM APPLICATION****FISCAL YEAR 2025****Due Date: January 14, 2024****To All Potential Fund Act Recipients:**

The EMS Fund Act was created for the purpose of making funds available to municipalities and counties for use in the establishment and enhancement of local emergency medical services in order to reduce injury and loss of life. In any fiscal year, no less than seventy-five (75) percent of the money in the fund shall be used for the local emergency medical services funding program to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical services personnel. This money shall be distributed to municipalities and counties on behalf of eligible local recipients, using a formula established pursuant to rules adopted by the Department of Health. The formula shall determine each municipality's and county's share of the fund based on the relative geographic size and population of each county. The formula shall also base the distribution of money for each municipality and county on the relative number of runs of each local recipient eligible to participate in the distribution. To be eligible, an applicant must be an incorporated municipality or county applying on behalf of a local recipient (publicly owned or contracted ambulance or air ambulance service, medical rescue service, fire department rescue service, regionalized emergency medical service agency; or other prehospital emergency medical service care provider based in state).

Your service must also be compliant with data submission into NMEMSTARS Data V.3 Elite, in compliance with New Mexico Medical Rescue Certification and Public Regulation Commission regulations. Your Application must be electronically submitted to the EMS Bureau by 5:00pm on January 14th. Please adhere to the following instructions, as incomplete applications will not be processed:

NOTE: If you are a new service requesting Start Up funding, please

complete the EMS Agency Application prior to completing the Fund Act Application

If you need assistance in completing this application, please contact Rachel Marquez at (505) 476-8233 or by email Rachel.Marquez@DOH.nm.gov also, general information and technical assistance is available from your EMS Regional Office:

Region I: Donnie Roberts - (505) 270-9278

Region II: Doug Campion - (575) 524-2167

Region III: Donnie Roberts - (575) 769-2639

***Is your agency a New Service requesting Start Up funding?**

Yes

No

Are you applying as a Regionalized EMS Agency

Yes

No

How many incidents did your agency respond to Oct. 1, 2022 thru Sept. 30, 2023

The Local Recipient is the Fire Department, EMS Service or Regionalized EMS Agency that will benefit from the funding.

Local Recipient

Service Number

***Phone**

 - - Ext:

Emergency Phone Number

505 - 836 - 7906 Ext:

Fax

505 - 836 - 7997

***Mailing Address**

PO Box 6482

***Postal Code**

87197

City

Albuquerque

State

New Mexico

***Email**

wwilson@superior-nm.com

***Person Completing Form**

Wilson, William W (11000986)

Position

Service Director

v Applicant Information

The Applicant MUST BE the County or Municipality serving as the Fiscal Agent.

***Fiscal Agent Type**

Municipality

County

***County or Municipality Name (Fiscal Agent)**

Torrance County

***Fiscal Agent Address**

753-A Salt Missions Train

***Fiscal Agent City**

Mcintosh

***Fiscal Agent Postal Code**

87032

***Fiscal Agent Contact Person**

Hannah Sanchez

Fiscal Agent Contact Person Title

Fire Chief

***Fiscal Agent Phone**

505

- 705

- 5351

Fax #

- -

***Fiscal Agent Email Address**

hsanchez@tcnm.us

 Save

 Save and Continue

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EMS Local Funding Program Application Form

Application Information

Funding Information

Equipment Inventory Report

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▼ EMS AGENCY FUNDING INFORMATION

***Please select the Level of Funding you are applying for - SELECT ONE**

- Medical Rescue Service Entry Level
- Medical Rescue Service First Responder
- Medical Rescue Service or Ambulance - Basic Level
- Medical Rescue Service or Ambulance - Advanced Level

***At least eighty percent (80%) of EMS runs were covered in the prior federal fiscal year (October 1 - September 30), by licensed EMT Intermediate or Paramedic level personnel or, if an Emergency Medical Dispatch priority reference system (EMDPRS) is utilized, at least 80% of all runs determined by dispatch to require an advance level response shall be covered by licensed EMT Intermediate or Paramedic level personnel. There shall be a least one additional licensed EMT with the service.**

- Yes
- No

***The service or all Geographical Districts has at least basic, and if applicable, advanced medical supplies and equipment.**

- Yes
- No

***The service or all Geographical Districts participates in the Bureau's pre-hospital data collection system as determined by the Bureau, by using the Bureau's software, web-site or by submitting compatible data.**

- Yes
- No

***The service or all Geographical Districts has a designated Training Coordinator.**

- Yes

No

Training Coordinator

Wilson, William W (11000986)

***Position:**

Continuing Education Training\Coordinator

 Remove

 Add Another

***The service or all Geographical Districts has at least one written Mutual Aid Agreement or other written cooperative plan with a transporting ambulance and will attach to the application a copy of the agreement(s).**

Yes

No

***Mutual Aid Agreement File Upload**

 Upload File

Name

Mutual Aid Agreements

Document Type

Mutual Aid / MOA Agreements 

 Remove

 Add Another

***If the Service or all Geographical Districts performs procedures or administers medications that require a Medical Director, the service has a service Medical Director and appropriate BLS and/or ALS medical protocols.**

Yes

No

***Medical Director**

Hazen MD, Justin (none)

***Position:**

Medical Director

 Remove

 Add Another

***The service or all Geographical Districts complies with NM EMS Bureau Medical Rescue Certification regulations or Public Regulation Commission (PRC) Regulation 18.4.2 NMAC, if applicable; or such other regulations as may be adopted by the PRC or its successor agency regarding registered Medical Rescue and certificated ambulances. If the service is Air Medical, the service complies with certification of air ambulance services regulations.**

Yes

No

***If ALL of the above information is complete, please answer YES to open up the Equipment and Funding Tabs.**

Yes

No

 Save

 Save and Continue

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EMS Local Funding Program Application Form

Application Information

Funding Information

Equipment Inventory Report

Items Requested

Certi

▼ Front of Vehicle Cab or Optimal Location:

To add equipment to your inventory list, click in the box and a list of equipment items will appear. Select each item applicable and it will insert the item into the box. To remove items, click the X in front of the item and it will remove it.

If you are Regionalized EMS Agency all of your vehicles should have similar equipment as you list below.

*Front of Cab

Fire Extinguisher (2 lb) or (2 – 1lb) ✕

Flashlight ✕

Fuses (appropriate sizes) ✕

Lug Wrench ✕

Jack and Handle ✕

Maps or Navigational equipment ✕

Patient Care Reports or Reporting System ✕

Roadway warning devices ✕

Service Specific Protocols and guidelines ✕

Siren ✕

Spare Tire ✕

Star of Life Displayed ✕

Tool Box ✕

Triage Tags for MCI's ✕

U.S. DOT Emergency Response Guidebook ✕

Vehicle Registration ✕

Vehicle Spotlight or auxiliary lighting ✕

Warning Lights ✕

Select Options

▼ Communications Equipment

*Communications Equipment

Dispatch Radio UHF/VHF ✕

EMSCOM (UHF) Radio ✕

Spare Batteries/charger system ✕

Select Options

▼ Personal Protective Equipment

*Personal Protective Equipment

Exam Gloves ✕

Gloves (Leather or heavy duty) ✕

Eye Protection ✕

Hearing Protection ✕

Helmet with Face Shield ✕

N-95 mask (or > particulate mask) ✕

Safety Vest/Jacket/(ANSI 2008 Compliant) ✕

Splash Protection (disposable) ✕

Select Options

Semi-Automatic Defibrillator with Pads ✕ | Semi-Automatic Defibrillator Batteries ✕

Sharps Container ✕ | Sheets ✕ | Shoulder/chest/extremity straps ✕

Spinal Immobilization device/backboard ✕ | Splints - Extremity (Rigid/Air/Vacuum) ✕

Sterile Burn Sheets ✕ | Sterile Gloves (Assorted Sizes) ✕ | Sterile Water ✕

Suction Catheters (Soft & Rigid) ✕ | Supraglottic Airway Devices ✕ | Towels ✕

Traction Splint ✕ | Trauma Dressings ✕ | Trauma Shears ✕ | Triangular Bandages ✕

Urinal (Male and Female) ✕

Pharmacological Equipment/Medications as approved by the NM Scope of Practice for First Responder ✕

EMT-Basic and the Service Medical Director ✕ | Select Options

✓ Patient Compartment - Advanced Level

*Patient Compartment - Advanced Level

Alcohol and Betadine Prep Pads ✕ | Cardiac Monitor/Defibrillator/Ext. Pacer (Manual) ✕

Chest Decompression Catheters ✕ | Cricothyroidotomy Kit ✕ | EKG Monitor Electrodes ✕

Electrode Defib Pads ✕ | Endotracheal Tubes (Assorted) ✕ | Ext. Cardiac Pacing Pads ✕

Infusion Pumps ✕ | Inhalation Therapy Equipment ✕ | Intraosseous Needles ✕

IV Catheters ✕ | IV Fluid (Normal Saline/D5W/LR) ✕

IV Administration Set tubing (60gts) ✕ | IV Administration Set Tubing (10gts – 20gts) ✕

Laryngoscope Blades – Adult ✕ | Laryngoscope Handle ✕ | Magill Forceps ✕

Needles (Assorted Gauges) ✕ | Pediatric Fluid Control Device ✕ | Scalpels ✕

Syringes (1cc/3cc/5cc/10cc) ✕ | Toomey Syringe (60cc) ✕

Tubes for Blood Drawing (Assorted Sizes and Types) ✕

Pharmacological Equipment/Medications as approved by the NM Scope of Practice for EMT-Intermediate and EMT- Paramedic and the Service Medical Director ✕

Select Options

***For any items above that are not marked as available, please identify why your department does not have these items and how many are needed in order to equip each unit. If you have no Missing Equipment, put N/A.**

N/A

 Remove

 Add Another

 Save

 Save and Continue

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EMS Local Funding Program Application Form

Application Information

Funding Information

Equipment Inventory Report

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▼ **Repair and Maintenance**

Please complete the Equipment Inventory Report prior to listing your funding requests. If you are a Regionalized EMS Agency, the totals for each category should include all Geographic requests. Funds may only be utilized to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical personnel. Please round all estimated costs to the nearest \$100. **Please be realistic in your requests and estimate your total amount closest to funding that service receives every year.**

Please indicate the priority of your request with the item requested (1-10) and use the priority number only once. Example: Generator - Priority #1

***Repair Items. If there are no Repair Items, put N/A**

***Repair Item amount. If there are no Repair Items, put \$0.00**

 **Remove**

 **Add Another**

▼ **Mileage & Per Diem**

***Mileage & Per Diem item. If there are no Mileage & Per Diem items, put N/A.**

***Mileage & Per Diem amount. If there are no Mileage & Per Diem items, put \$0.00.**

 **Remove**

 + Add Another

▼ Supplies (Items Under \$500)

*Items under \$500.00. If there are no items under \$ 500.00, put N/A.

Procurement of and replacement of expended disposable medical supplies

*Items under \$ 500.00 amount. If there are no items under \$ 500.00, put \$0.00.

\$20,000.00

 ✖ Remove

 + Add Another

▼ Capital Outlay (Items Over \$500)

*Capital Outlay Items. If there are no Capital Outlay Items, put N/A.

N/A

*Capital Outlay Item amount. If there are no Capital Outlay items, put \$0.00

0.00

 ✖ Remove

 + Add Another

▼ Other Operational Costs

*Other Operational Items. If there are no Other Operational items, Put N/A.

N/A

*Other Operational Costs amount. If there are no Other Operational costs, put \$0.00.

0.00

 Remove

 Add Another

***PLEASE TOTAL ALL OF YOUR REQUEST AMOUNTS ABOVE AND PLACE THAT TOTAL BELOW. THIS IS THE TOTAL AMOUNT YOU ARE REQUESTING FOR FUND ACT.**

\$20,000.00

 Save

 Save and Continue

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EMS Local Funding Program Application Form

Application Information

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Equipment Inventory Report

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▼ Notarization

The EMS Fund Act Certification By Applicant form was emailed to you as you started the application process. If you did not receive the form, contact below or click on this link: **FY25 EMS FUND ACT Signature Page** (<https://newmexico.imagetrendlicense.com/lms/public/file/cms/2023/10/17/FY%2025%20%20Fund%20Act%20Application%20%20Signature%20Page.pdf>)

Rachel Marquez - EMS Bureau Fund Act Coordinator - (505) 476-8233

Rachel.Marquez@doh.nm.gov

Donnie Roberts - EMS Region 1 - (505) 270-9278

droberts@emsregion3.org

Doug Campion - EMS Region 2 - (575) 524-2167

dcampion@emsregion2.org

Donnie Roberts - EMS Region 3 - (575) 769-2639

droberts@emsregion3.org

Please complete the form, have it notarized, scan it, and upload in the file upload below.

***Certification Form**

📎 Upload File

Name

Certification Form

Document Type

Supporting Documents

Is your Signature Form Signed, Notorized and Uploaded?

Yes

No



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SERVICE NAME:	Superior Ambulance Service, Inc - Torrance County
----------------------	---

EMS FUND ACT CERTIFICATION BY APPLICANT

STATE OF NEW MEXICO, COUNTY OF	Torrance
---------------------------------------	----------

Pursuant to the Emergency Medical Services Fund Act Program 7.27.4 NMAC, I the undersigned:
(TYPE OR PRINT)

Mayor	OR	Chairman, Board of Commissioners
-------	----	----------------------------------

Municipality	County
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I do certify that the information contained in the application is true and correct to the best of my knowledge and information; and that the following specific conditions are satisfactorily met in accordance with the EMS Fund Act Program 7.27.4 NMAC:

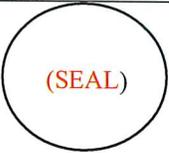
- That the funds received will be expended only for the purposes stated in the application and approved by the EMS Bureau.
- That authorization of the chief executive of the incorporated municipality or county is required, on behalf of the local recipient on vouchers issued by the treasurer of the political subdivision.
- That accountability and reporting of these funds shall be in accordance with the requirements set forth by the Local Government Division of the New Mexico Department of Finance and Administration.
- That the funds distributed under the Act will not supplant other funds budgeted and designated for emergency medical service purposes.

<i>Signature of Official Named Above</i>	<i>(Title)</i>
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The above was sworn and subscribed to before this ___ day of _____, 20__.

Notary Public: _____

My commission expires: _____



PERSON COMPLETING FORM

Name:	William Wilson	Operations Manager	
	<i>(Name)</i>	<i>(Title)</i>	
Address:	7600 La Morada PI NW		
	Albuquerque	NM	87120
	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
			<i>(+4)</i>
(505) 836-7906		(505) 252-3446	wwilson@superior-nm.com
<i>(Work Phone)</i>	<i>(Home Phone)</i>	<i>(Cellular Phone)</i>	<i>(Email)</i>

Signature: _____

FOR BUREAU USE ONLY

Reviewer: _____ Date Reviewed: _____

Approved: Yes No Final Award: _____

Comments/Problem:

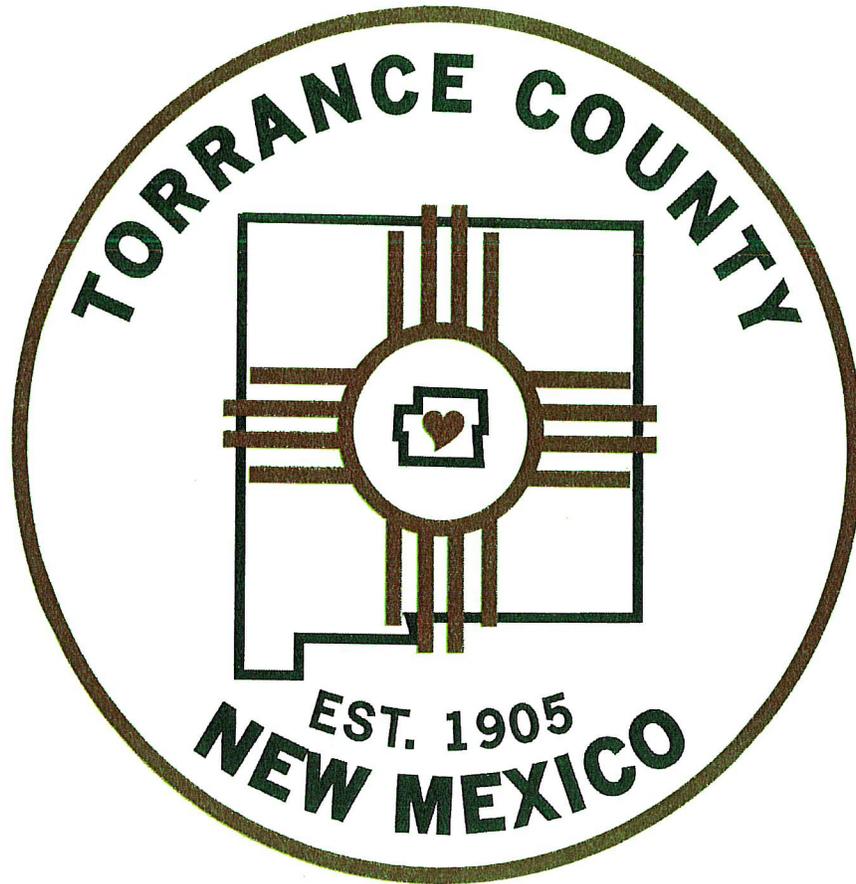
Date Corrected:



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No.14D



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 14E



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 14F



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 14G



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 14G-1



TORRANCE COUNTY
COMMISSION MEETING

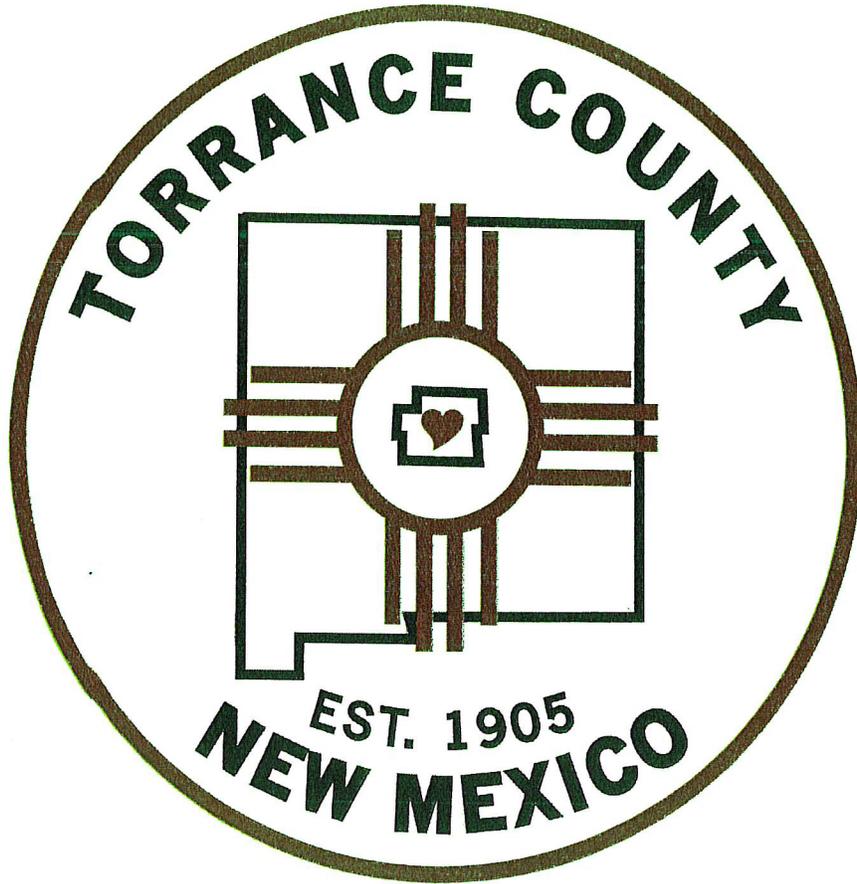
Agenda Item

No. 14G-2



Agenda Item

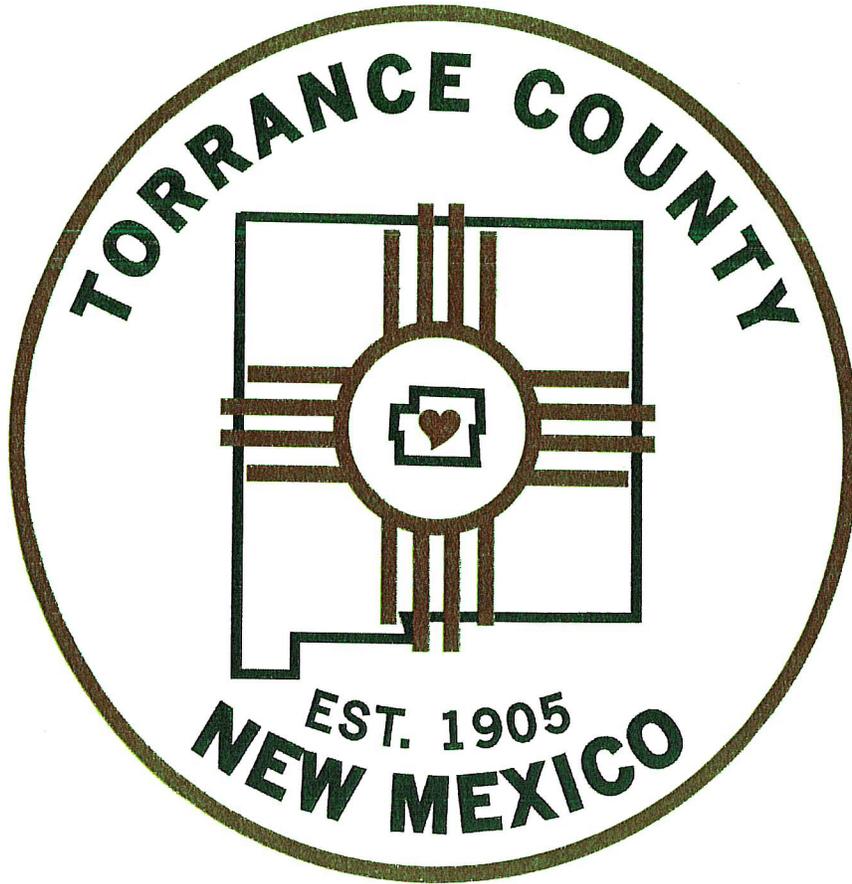
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 15A



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

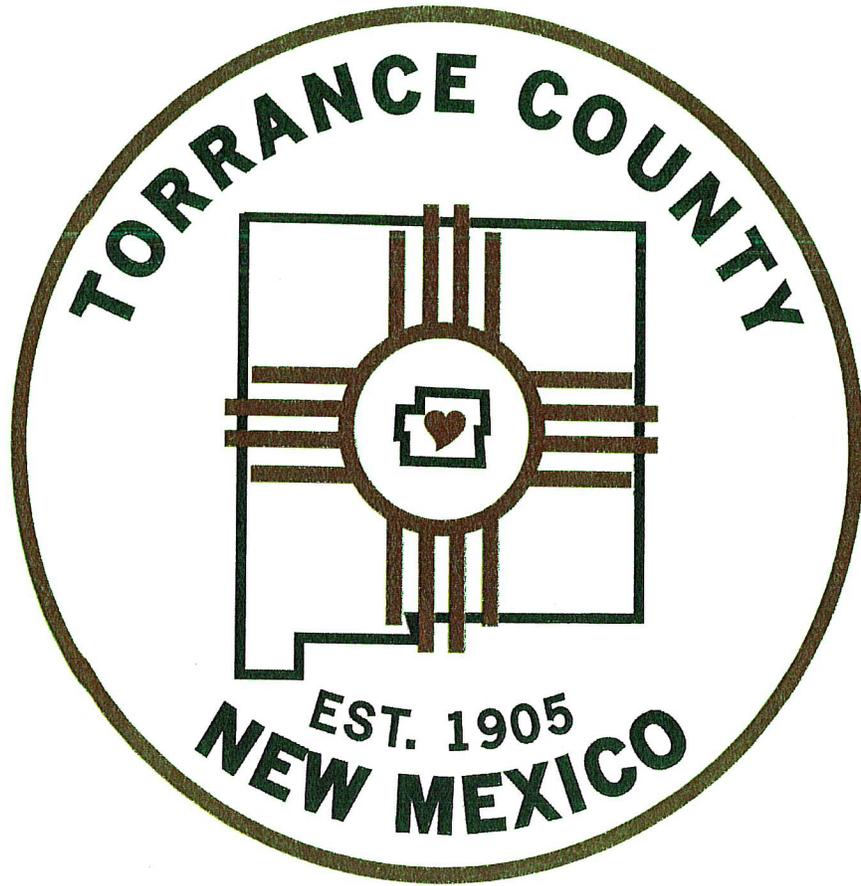
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

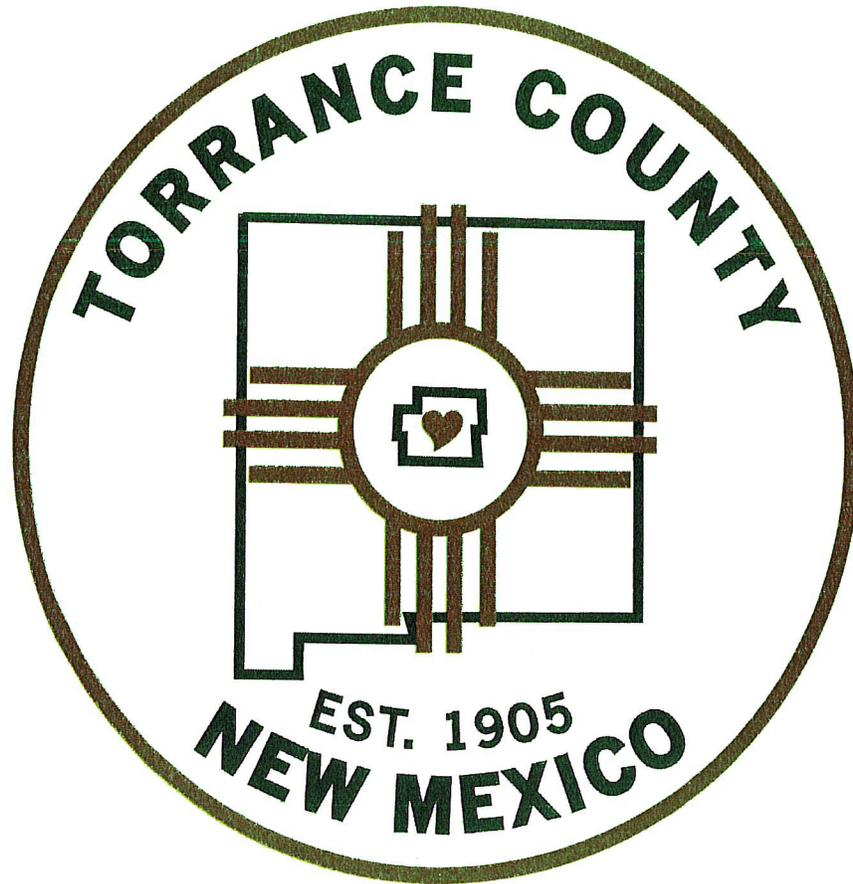
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

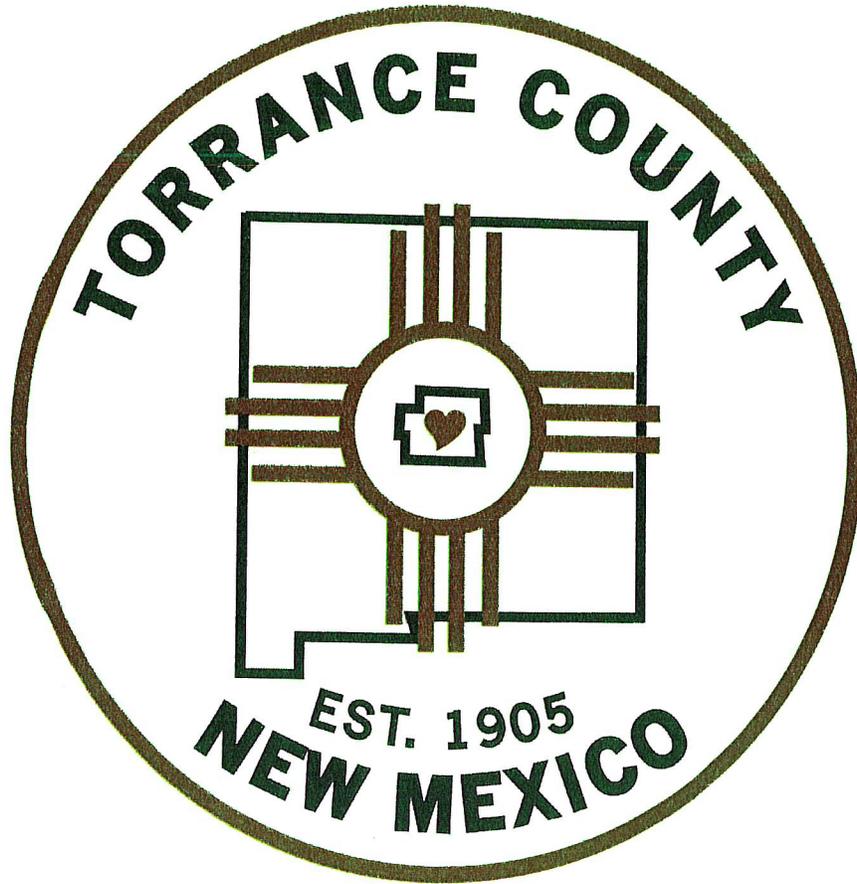
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 15D-1



Agenda Item

No. 15D-2



Agenda Item

No. 15D-3



Agenda Item

No. 16



Agenda Item

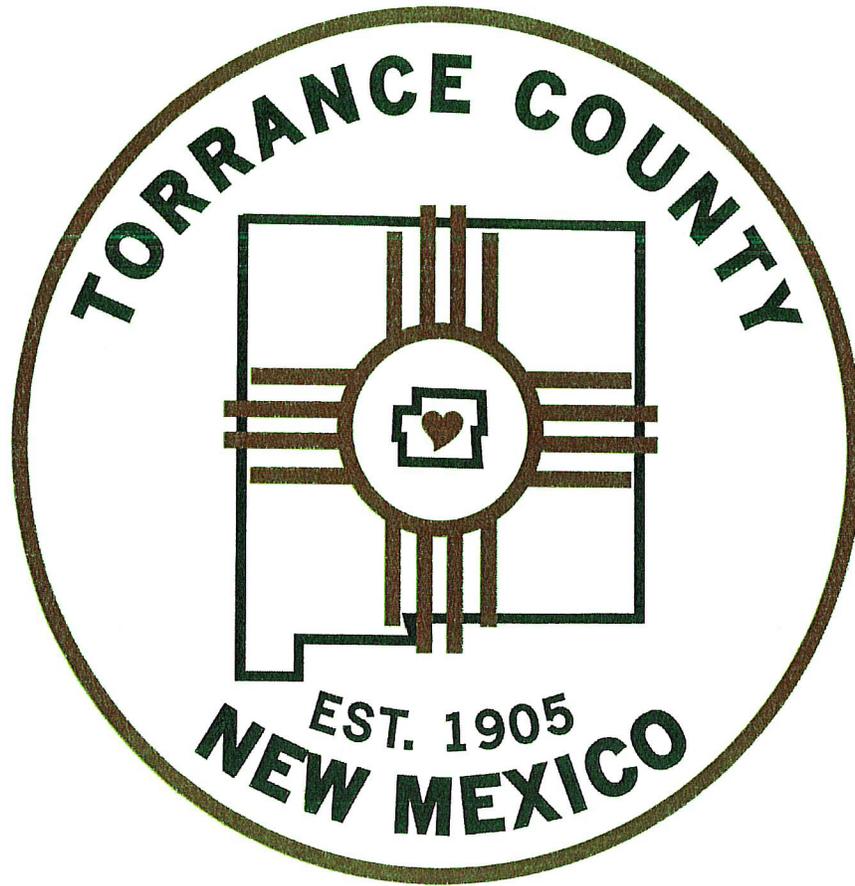
No. 17



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 18



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 19