

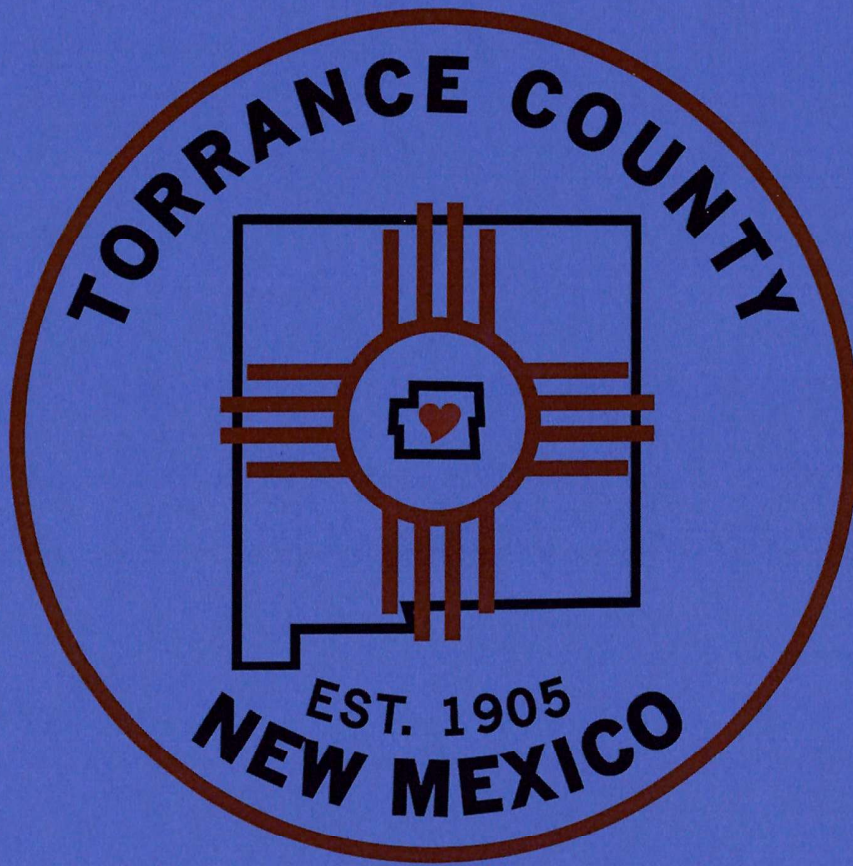


TORRANCE COUNTY
COMMISSION MEETING

July 23, 2025

9:00 A.M.

**For Public View
Do Not Remove**



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 1



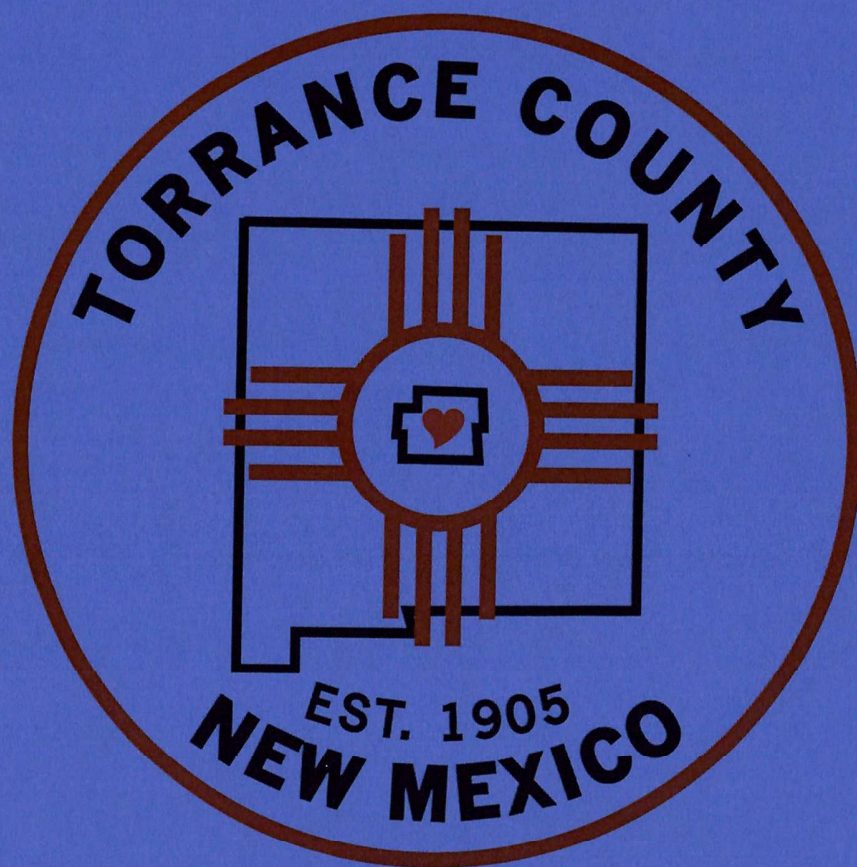
TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 2



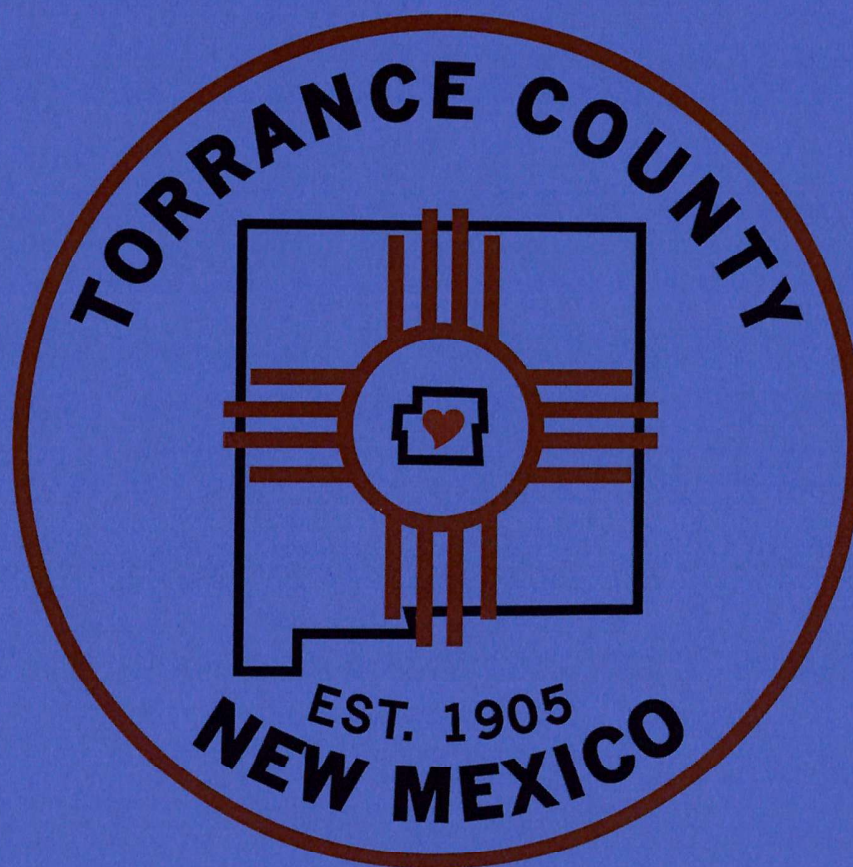
TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 3



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 4



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 5



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 6 A

Donald Goen

From: Danielle Johnston <daniellepresslyjohnston@gmail.com>
Sent: Monday, July 14, 2025 3:42 PM
To: Donald Goen
Subject: Requesting Reappointment to the Torrance County Planning and Zoning Board

Mr. Goen:

This email is my formal request for a reappointment to the Torrance County Planning and Zoning Board. A reappointment to the Board allows me to serve Torrance County for a second term on the Board.

Thank you for your consideration.

Danielle P. Johnston
147 Cedar Lane Drive
Moriarty, NM 87035



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 6 B

Jess L. Segura

30 Pedernal St.

Mailing:

PO Box 3851

Moriarty, NM 87035

July 7, 2025

Mr. Don Goen

Planning and Zoning Director

PO Box 48

Estancia, NM 87016

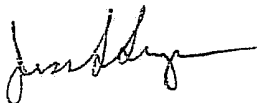
Dear Mr. Goen,

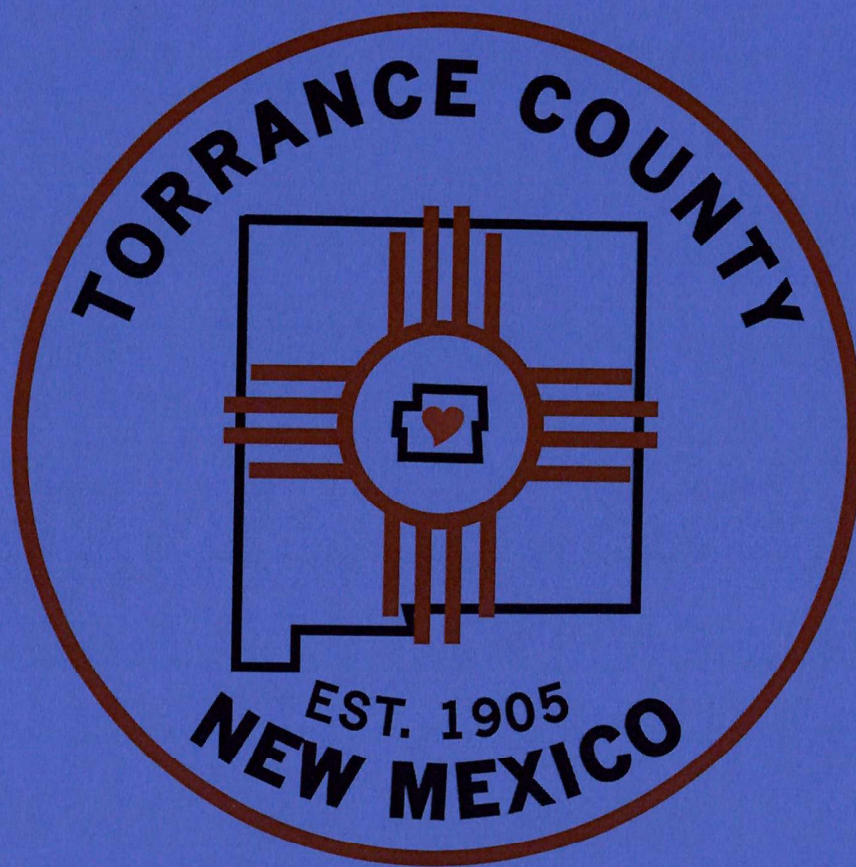
I am writing to request that I be considered as a candidate to serve as a first term re-appointment on the Torrance County planning and zoning board. Since having been appointed to fill the remainder of a term vacancy, I feel that I am better prepared and ready to serve the county in this capacity. I have had the opportunity to study the zoning ordinance and regulations and have a much better understanding of what is required to serve in this position.

Thank you in advance for your consideration.

Sincerely,

Jess L. Segura

A handwritten signature in black ink, appearing to read "Jess L. Segura", with a stylized, flowing script.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 7



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 8 A



MEET YOUR FIRST RESPONDERS

HOSTED BY TORRANCE COUNTY

AUG. 5, 2025

5PM - 8PM

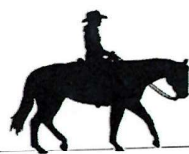
TORRANCE COUNTY FAIRGROUNDS

(ENTER OFF 8TH ST.)

**GYMKHANA HOSTED BY THE TORRANCE
COUNTY FAIR 6PM**

FOOD FOR SALE BY KEITH CATERS

GAMES!! FUN!! PRIZES!! LEARN CPR!!





TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 9 A

DRAFT COPY
Torrance County Board of Commissioners
Special Commission Meeting
June 19, 2025
3:00 PM

Commissioners Present:

RYAN SCHWEBACH-COUNTY CHAIRMAN
KEVIN MCCALL –COUNTY VICE-CHAIR - Absent
LINDA JARAMILLO – COUNTY COMMISSIONER

Others Present:

J. JORDAN BARELA – COUNTY MANAGER
MICHAEL GARCIA – COUNTY ATTORNEY
GENELL MORRIS – ADMINISTRATIVE ASSISTANT III
DONALD GOEN – PLANNING & ZONING DIRECTOR

1. Call the Meeting to order.

Ryan Schwebach-County Chairman: Calls the June 19, 2025, Special Commission Meeting to order at 3:07 PM.

2. Pledge led by: Ryan Schwebach– County Chairman

Invocation led by: Linda Jaramillo – County Commissioner

3. Changes to the Agenda:

Jordan Barela- County Manager: None

4. APPROVALS/ACTION ITEM

A. MANAGER: Request Approval of a Standard Form Agreement Between Torrance County and Franken Construction for Construction Management and Construction Services for the Torrance County Fairgrounds Project.

Jordan Barela- County Manager: This procurement was to select a contractor to construct the new multi-purpose building at the Torrance County Fairgrounds. April 30 of this year, we went out to RFP. That was RFP FY 25/26-005, for qualified firms. The County received five proposals from qualified firms. We entered the initial evaluation process, where the committee selected the two highest-scoring firms. We proceeded to the interview phase of the process, and following those interviews, Franken Construction was selected by the committee as the contractor for the fairground project. This procurement is a little bit different than anything we've done at Torrance County before. It's called a Construction Manager at Risk. The intent of this is to bring a contractor on board for the project during the design phase. There are a number of reasons for that. One, with all of the appropriations feeding into this project, we know what the project budget is, and the purpose of bringing a Contractor on is to aid the design team in looking at materials. Value engineering and trying to work towards getting that project in budget as part of the procurement. The Contractor with those consulting services would be paid an administrative fee through the consulting portion. Once we hit final design, a guaranteed maximum price would be established, and that would be negotiated between the County and the Contractor. Once that guaranteed maximum price is agreed upon, we will execute an amendment to this contract and move into the construction phase of the project. Part of the reason it's called the Construction Manager at Risk procurement is that the Contractor would be required to build the project for that guaranteed maximum price. As the owner, we know what that price is, and we should not see any escalations through the construction period.

The contract itself is made of multiple parts. The first is the A133. That's the initial contract document. These are all standard contracts for these types of procurements. This initial contract selects a Contractor, establishes the project, and maximum allowable construction costs. For this project, that was \$4,630,000, and that's cumulative, all of the appropriations we have available through the state for construction and the project itself. It also establishes the pre-development fee that Franken Construction would receive, which is \$15,000. They did provide us a quote based on man-hours dedicated to the design team from now to the point of construction. That would be their pre-development fee, and then it establishes the construction fee as a percentage of the allowable construction costs. As part of this agreement, we've negotiated a fee of 5%, which, based on the total allowable construction costs, comes out to about \$231,000. This contract specifically also allows a contractor to build Torrance County 15% of the maximum allowable construction cost to put a deposit down on the metal building. In terms of talking with Franken Construction, there are significant lead times on the materials and the buildings themselves, so 15% for us is going to equate to right about \$615,000, but

that will secure our order on the materials to make sure that we have them in time for construction. In addition, the discussions we had with the state and the DFA are using the last of that \$700,000 appropriation that's expiring at the end of this month for that purpose. As of Monday, they had denied our request to do that. We met with the Bureau Chief and legal counsel, we put a plan and a proposal together, and they agreed not only that we could do that, but that it would be allowable. Which is why we discussed getting the agreement from them. The contract also establishes key milestone dates. There are a number of them listed in there, but the critical one is ensuring that construction is completed before the 2026 County Fair, and then it establishes insurance coverages and other miscellaneous provisions. There's also a number of exhibits to the agreement.

Exhibit A establishes the guaranteed maximum price, as I stated earlier, that's negotiated once we're at 95% to 100% complete for design. Exhibit A in the packet is blank, which will be executed before moving into construction. It will have to come before the Commission.

Exhibit B evaluates insurance and bonding. The A133 has some basic insurance information, but that too would get executed before construction, because the bonding and all those things wouldn't begin until that point in time.

Exhibit C is the general conditions for a construction contract. That's a standard for these types of contracts.

Exhibit D is the procurement that was put out to select this contractor, which provides the details in terms of the scope of the project and what we were going out for in terms of a multi-purpose building.

That's a contract in its entirety. I talked to Brent Franken, who is on Zoom, if there are any questions for him.

Ryan Schwebach-County Chairman: To put it in general layman's terms, maximum price. We're going off the preliminary designs and floor plans that we had talked about, and we're not shrinking down any. Is that locked in? Are there details on that?

Jordan Barela- County Manager: The design plan is what this Commission has approved, and we are moving forward under that premise. Once the contractor comes on board, that's part of bringing them on the design team. If costs start to inflate and look like we're exceeding budget, then we can have those discussions

about how we might tweak the project itself to get within budget. Right now, based on the initial estimates we see from Studio Southwest and all the available funding, we're within about \$100,000.

Ryan Schwebach-County Chairman: We had talked at one time, and bathrooms were added to that building that we originally didn't have. That's all part of it, also correct.

Jordan Barela- County Manager: Yes, they did add bathrooms in the facility between the arena space and the other multi-purpose space.

Ryan Schwebach-County Chairman: I'm comfortable with it. I think it's a good, solid contract to move forward, especially in the situation we're in, and I feel pretty confident about it. I'm ready to move forward.

Linda Jaramillo-County Commissioner: How soon can all of this get going?

Jordan Barela- County Manager: We are in the design phase, and now that Franken Construction is on design, we will push forward. We're looking to have the design complete within the next couple of months and be in a position where, based on current timelines, we're looking at breaking ground in October.

Brent Franken: We're looking forward to it, and we are committed to having it open and running for you for next year's County Fair.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve.

Linda Jarmillo-County Commissioner: Seconds the motion.

Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Absent:

MOTION CARRIED

5. DISCUSSION/PRESENTATION

A. MANAGER/TAFT: Presentation and Discussion Regarding an Ordinance Enacting Special Improvement Districts in Torrance County.

Jordan Barela- County Manager: We have a presentation for a round table discussion. This meeting was initially supposed to be a workshop. We'd like to bring some people to the table who can provide some insight into the Special Improvement District process. Daniel Opperman with TAFT is here. Albert Thomas with Bohannon Houston is here. TAFT has drafted an ordinance for Special Improvement Districts, but today's meeting is intended to give the Commission some oversight of how that process would work, and also to have an open discussion where there are questions or concerns. We might be able to address those and potentially incorporate some of those things into the ordinance. We wanted to have the Commission at the round table discussion, as well as any experts who could provide some insight into the Special Improvement District.

Albert M. Thomas - Bohanna Huston: What you have here is what an ordinance would look like, setting up process steps. The best practices to put the procedure in place. The guidelines that the Commission would follow should it choose the Special Assessment District. What this does, and what we tried to do, is have the ordinance set up to walk through the process. There are five resolutions, two ordinances, and public hearings that have to take place. This ordinance would set up your guidelines and your application procedures. That authority is granted in the County Improvement District Act. There are some definitions that I don't think are out of the ordinary. Those are statutory definitions that we pulled in. If you turn to page four and Section five. The beginning part of the trust and decisions, and that's the two different ways in which a district can be set up, the provisional method or the petition method. What we're talking about today is the provisional, where the Commission makes the decision. That starts with the engineers, who get direction to start the process and feasibility studies that outline the need for what the district is going to be. The engineer will then come in and put together a lengthy and comprehensive plan. The various right drainage, sanitation issues, traffic, roads, and how you want to do that. That process will then go to the engineer and create a report that goes back to the County Manager. You can set up a committee with the County Manager. You can start the preliminary review of the feasibility aspects that the engineer puts together. He prepares that report, brings it back. That report then eventually comes back to this board. That's where the first resolution starts.

Let me backtrack, you should decide on an ordinance. We think this is the best practice to put these in place. You'll have your notice of intent to adopt an ordinance. You'll have your statutory 30-day period to run. The resolution then comes before the board of the Special Improvement District. If that's passed, that gives the direction to the engineer to then proceed with the next items of work and the assessment methods.

In section nine, page nine, are additional guidance and input on the ordinance that the engineer group would see. It talks about assessments for streets, interchanges, paving, water, sanitation, and stormwater. We try to provide as much guidance as we can in the policy and ordinance. Essentially, letting people know, here's what to expect, here's the process that's followed, one of the few processes that doesn't have a timeline attached to it. It shouldn't depend on how soon you can get that information before it's brought back. Let's say that goes back to the committee, the County Manager, and it comes back to the Commission.

Resolution number two. Things start to pick up a little bit in resolution number two, that's where you get the preliminary approval, where the Commission would tentatively approve the plans, the estimates, the assessments. The biggest thing in the assessments that's going to be needed is whether this is feasible. Do you have enough assessments, and are you able to do the project that you want? If you get it to resolution at that point, the Commission will direct the engineer to prepare his report, provide the estimated maximum benefit rule, and the assessment plans. The first public hearing needs to be published for three consecutive weeks, and at least one week before the public hearing. Everything we do just keeps going. They're there for a reason. That's to give the public appropriate notice to give them their voice. The engineer runs the public hearing. He collects the protests, any comments, and puts those things into a group that can be evaluated. Decisions are made.

After that public hearing is resolution three. Resolution three creates the Special Assessment District. That's the tax rule and the benefit rule are put together. You have another 30 days after the limitation period, two challenges once that resolution is adopted. There are several stops, several procedures put in place for the public. They have a chance to come back and challenge and protest various other rights. They have statutory rights when these things are set up. You're probably a few months down the road at this point.

Resolution four, there's another public hearing. Resolution four is prepared. It approves the assessment role. It has the same requirements for publication. Published in the newspaper three times every week, at least one week before the hearing, you say you have a month, then you come back, and you have the resolution in four. After you get through the publication, after the board hears any objections, you then get to a point where you can prepare resolution number five to confirm the assessment again. This whole time, working with the committee, the County Manager, the Commission, and the engineers. The complicated work is

going to come in an assessment and various other things. Much of the other stuff is just process and procedure. We need to make sure we have all of those things locked up. That's why we have our lengthy calendars with our dates set up.

Resolution five directs that it would then get us to ordinance number one. When I talk about ordinance, you're talking about this ordinance, which is your guidelines. Ordinance number one is the assessing ordinance. You have a 30-day notice of intent to adopt an ordinance that has to run. Then you adopt your ordinance. Then you have a publication for your notice of adoption, which then has another 30 days. You're probably four months in at this point. As you're going through it, you're going to have feedback. Those are minimums. It's safe to say they could be longer, depending on how quickly protests are and how complicated those protests might be. Nonetheless, those are the minimum requirements that you're going to have. You get to the assessing ordinance, which is the point where determination has been made that feasible projects, the assessments can cover the costs. The Commission is ready to do it, and you're going to issue bonds to fund improvements. So much of it is gathering information, difficult decisions from the committee and the Commission, and whether it's feasible. What we wanted to do was give you an idea. We've done this a couple of times, and the misconception is, we can create, and we move on. No, it takes time. There's a reason for it.

Dan Opperman -TAFT; Lenord Lujan – County Road Superintendent, Commissioners Schwebach and Jaramillo, County Manager Barela, County Attorney Garcia, and County residents also joined in the discussion on enacting a Special Improvement District. (Full audio is available upon request.)

Ryan Schwebach-County Chairman: After listening to this information. I want to move forward with the ordinance.

Jordan Barela- County Manager: We will fine-tune it and bring it before the Commission.

6. **Announcement of the next Board of County Commissioners Meeting:**
June 25, 2025, at 9:00 AM.
7. **Signing of Official Documents.**

8. Adjourn.

Action Taken:

Ryan Schwebach-County Chairman: Motion to adjourn.

Linda Jaramillo-County Commissioner: Seconds the motion.

Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Absent:

MOTION CARRIED

The meeting adjourned at 4:18 PM.

Ryan Schwebach – Chairman

Genell Morris – Admin Assistant

Date

Sylvia Chavez – County Clerk

The video and audio of this meeting are available upon request.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 9 B

Draft Copy
Torrance County Board of Commissioners
Regular Commission Meeting
Wednesday, June 25, 2025, 9:00 AM

Commissioners Present: RYAN SCHWEBACH-CHAIRMAN, DISTRICT 2
KEVIN MCCALL-VICECHAIR, DISTRICT 1, ABSENT
LINDA JARAMILLO- MEMBER, DISTRICT 3

Other present: JORDAN BARELA- COUNTY MANAGER
MISTY WITT- DEPUTY COUNTY MANAGER
MIKE GARCIA- COUNTY ATTORNEY
SYLVIA CHAVEZ- COUNTY CLERK
KEVIN PHAM- ADMIN. ASST. II

1. Call to Order

Chairman Schwebach: Call the Regular Commission meeting to order at 9:00AM.

2. Invocation and Pledge of Allegiance

Pledge of Allegiance lead by **Chairman Schwebach.**

Invocation lead by **Commissioner Jaramillo**

3. Changes to the Agenda

Chairman Schwebach: Is there any changes to the agenda?

County Manager Jordan Barela: No changes to the agenda.

4. PROCLAMATIONS - NONE

5. CERTIFICATES AND AWARDS - NONE

6. BOARD AND COMMITTEE APPOINTMENTS

A. COMMISSION: Request Review and Potential Appointment of: (1) Candidates for the Torrance County Fair Board to Fill a Pending Board Vacancy for the

Remainder of the Term (September 1, 2025, through December 31, 2025); and (2) Candidates for the Torrance County Fair Board for a New Term beginning January 1, 2026, through December 31, 2027.

Chairman Schwebach: We have two candidates, correct?

County Manager Jordan Barela: That's correct, Mr. Chair. We received 2 letters of interest, one from Justin Poff and one from Andres Chavez.

Chairman Schwebach: Mr. Poff will you come up and introduce yourself please?

Justin Poff: My name is Justin Poff. I have been a resident of Torrance County since 1984. I graduated from Moriarty High. I have 4 kids who went through 4H to show animals. I manage McCalls Pumpkin Patch at the moment, going on for eight years. Just looking at ways to start giving back to the community so appreciate it. Thank you.

Chairman Schwebach: Did you serve on the Santa Fe Fair Board?

Justin Poff: I did not serve on the Santa Fe Fair Board, but I am a member of the Fair Board. I've been on some of the Committees. I've coached shotguns and rifles through Santa Fe County, 4H. The reason why we moved to Santa Fe was when my kids were at the age of showing livestock. Torrance County was really shy on 4H groups. So, we ended up having to go with Santa Fe. I've enjoyed it. I've been coaching going on for 12 years. I've been working with a lot of kids and doing a lot of things like that.

Chairman Schwebach: Would you have time to dedicate to this? Are your kids showing now?

Justin Poff: Yes, and no sir. My youngest one just graduated high school and is aging out.

Chairman Schwebach: Thank you. Mr. Chavez would please introduce yourself.

Andres Chavez: My name is Andres Chavez; everybody knows me as (Chano) I've been in Torrance County all my life. I have been part of the fair and I started showing at nine years old. I've also helped the Commissioners with equipment and everything else. I know the facilities, every time something breaks there or anything else, it would be me and my father fixing it. We've built the wash racks there and the red barn. We've dedicated our lives to the County Fair. I've been there every year since I was nine years old. My kids now show, and I want their future to be greater. I want to be able to get the fair back to where it was. The numbers are down, and I want these kids to be able to see what the County Fair used to be. I want to get the Community more involved in it. I want to be able to work with the Commissioners to do better and get it back to where we were at. Thank you.

Chairman Schwebach: I'm extremely grateful that we have two solid individuals interested in this. I want the public to realize something here. These two individuals that came up here are looking to get on the fair board. It doesn't mean they haven't done anything for the fair. I encourage the public to get involved because I don't think people realize how much work it takes to put on a fair and what is involved. The Fair Board does the planning. It takes a whole village to put on this fair. I want to thank both you gentlemen for stepping up. I appreciate it.

Action Taken:

Chairman Schwebach: Made a motion to appoint Justin Poff to finish out the remaining term through December 31, 2025, and then to start a second term commencing January 1, 2026, through December 31, 2027.

Commissioner Jaramillo: Second the motion

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

7. PUBLIC COMMENT (Comment limited to TWO minutes)

Tracey Master: I'd like to address item 14. I am not going to oppose the contract with Valencia Shelter Services, but I have concerns. The contract lacks specificity. It says the Torrance County office will be open three days a week. But what days? The County website says it's already open Monday through Friday from 9:00AM to 5:00PM. Unless that started recently, it isn't. VSS has stated they are active in public outreach, but unless I miss it, there is no mention of Torrance County on either their website, or the past years on their Facebook page. As demonstrated by several Community polls shared with the Commission, more than 75% of Torrance County residents said they don't know we have a DV program in our Community. Please implement a provision in the contract where they must let the public know the office hours. As Executive Director, Wood said in her presentations, if people go to the office and it's closed they likely will not return. I understand services are provided based on funding. How much additional funding are they receiving from CYFD and CDRC to provide services for us. For FY26, it requires them to provide or attend documentable outreach events in Torrance County, so the public knows they exist. We used to have a very active DV task force in Torrance County with representatives from multiple local agencies, organizations and local community members. I would still like the opportunity to bring my documented concerns to a future Commission meeting. Please do whatever it takes so that our victims of domestic violence receive the services that they need and that they deserve. Thank you.

Tiffany Wong: My name is Tiffany Wong with Innovation Law Lab. The following is his translation of a statement by a man detained in TCDF by ICE and Core Civic contractors of Torrance County. Just as a warning, this material describes intense bodily injury, and my colleague will play part of the original in a moment. My name is Juan Carlos Perez. I had an accident here, in Torrance Core Civic. I lost a part of my finger on my right hand. We were playing dominoes, it was around 10:30 at night. They hadn't turned off the lights yet. They hadn't gathered the guards, and around 10:30 they turned off the lights and the guards started putting people in their rooms. So, I head to my bedroom door, I went to adjust the door for the guards to close it, and I actually pushed the door from the outside. I felt the impact on my finger. By the time I realized, I had already lost part of my finger. Part of my finger was on the outside of the room, and I was on the inside. It took about 15 minutes for them to open the door so they could take me to the infirmary. In the infirmary, I was bleeding and waiting for about an hour and 1/2 for the ambulance to arrive. There was no anesthesia, no morphine. There's nothing, not even an IV. I had nothing here in the infirmary. They put me in an ambulance, and they didn't have an IV either.

On the Instagram page testimonies from TCDF, Juan goes to describe the following from his arrival to the hospital through to some days ago. Back at TCDF quote. The doctor arrived, he finished the operations, he started to close the wound. It didn't close well, this morning I went to the doctor at Core Civic. They've taken me off the antibiotics, and the wound was infected. The doctors looked at it and they told me it's infected. I'm telling you because they took me off the antibiotics too early. You see. Now my finger is infected. My hand is swollen, and I have a fever. My hand is hot. Thank you.

Via Zoom

Ian Philabaum: I'm with Innovation Law Lab; this is the recording that my colleague Tiffany was translating there earlier by a man detained by ICE and Core Civic at TCDF. (Played the recording from Juan Carlos Mario Perez on Zoom)

In Person

Ariel Pardo: Thank you, Commissioners and the public. My name is Ariel Pardo. I also work for Innovation Law Lab. I'm actually here on behalf of the Torrance County Listening Project. I did submit a public comment with respect to the ICIP with a recommendation to include a Behavioral Health Center in the ICIP. As a Torrance County Listening Project, we did a series of door knocking surveys and interviews. Again and again in those surveys and interviews, where we ask people what makes a home, a home. What they love about living in the Community, what's hard about living where they live and what are the things they'd like to see change. Addiction and drug use or substance use and a need for treatment services and supportive services came up quite

often. For that reason, we submitted the recommendation for a Behavioral Health Center. I don't know if it was in the public comment that I submitted via e-mail that Behavioral Health Programs and Community Wellness Programs can take many forms. We've heard of different things from different people around youth intervention and youth diversion, working with support for family members who are in turn supporting people living with addiction and then actual like crisis. I just wanted it to be clear that the recommendation at this point, is not for a particular form of programming but is just to make the building a priority or space for such programming a priority. So that there can be more community engagement to determine what kinds of programming might be most responsive and most helpful. I appreciate the public comment and just the opening for people to make recommendations for the ICIP. That's all. Thank you.

8. **DEPARTMENT UPDATES AND COMMUNICATIONS - NONE**

9. **APPROVAL OF MINUTES**

- A. **COMMISSION:** Request Approval of June 11, 2025, Regular Meeting Minutes of the Board of County Commissioners.

Action Taken:

Chairman Schwebach: Made a motion to approve the June 11, 2025, Regular Meeting Minutes of the Board of County Commissioners.

Commissioner Jaramillo: Second the motion.

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

10. **CONSENT AGENDA**

- A. **FINANCE:** Request Amendment for the Approval of Payables with a Date Range May 22, 2025, to June 5, 2025.

Commissioner Jaramillo: I just have a question. Why are we splitting them up like this? Before it used to be just one, and one that is dated June 11th. So, are we bringing those forwards to today that we missed at the meeting?

Deputy County Manager Misty Witt: What has happened with this one, Commissioner, is these are actually amended payables. There were some checks that came after the original check report was generated for the Commission meeting.

Action Taken:

Chairman Schwebach: Made a motion to approve Payables.

Commissioner Jaramillo: Second the motion.

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

B. FINANCE: Request for Approval of Payables with a Date Range June 6, 2025, to June 18, 2025.

Action Taken:

Commissioner Jaramillo: Made a motion to approve Payables.

Chairman Schwebach: Second the motion.

Roll Call Vote: District 1 absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

11. PUBLIC HEARINGS

A. PLANNING & ZONING: Charlene Brown and Kenneth Wooten Appeal of the Planning and Zoning Boards Decision at the May 7, 2025, Meeting to Grant the Manzano Mountain Retreat Application for Special Use: Modification of Land Use and Area.

Chairman Schwebach: Made a motion to enter into Public Hearing.

Commissioner Jaramillo: Second the motion.

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

Enter into Public Hearing at 9:25 AM

Chairman Schwebach: We are now entering into public hearing to discuss this appeal of Planning and Zoning. We're going to turn it over to our Attorney. Those that signed in, you're going to come up, you're going to be able to speak on this matter. This matter is all we're dealing with, on this appeal. Our Attorney is going to swear you in, you'll testify. Then he'll take it from there at the end of it. If you didn't sign in, I will give you an opportunity to speak if it's pertinent on what has not been said already. The Commission will take it and deliberate it. We may call some individuals up for more questions, as we unravel the details of this and that's how this process works.

County Attorney Maike Garcia: Swore in Charlene Brown.

Charlene Brown: OK. Thank you. You need to listen to our appeal. Of course, we have to pay for the opportunity, but nonetheless the information we plan to present is based on facts and the law, with an emphasis on those words. This is not a popularity contest. This is not high school. First of all, in history of the existing permit. Ray Darnell, as we all have heard before, set up this summer camp and sold apples. When he sold the property to Scott Garrett in 1996. Scott Garrett required that Ray Darnell obtain the proper special use permit, a sports and wellness camp. Scott wanted to offer training facilities for elite athletes. Mr. Darnell was able to obtain a special permit for the sports and wellness camp. So, Scott went ahead and purchased the property. The zoning has never changed. The current zoning at the main property is a special use permit for sports and wellness camp, and the zoning at the Pippen house is C for the conservation district. The Pippen House is a separate property. The current operators are Realtors and should know about zoning, checking the zoning on any property is Realty 101 and Business 101. The responsibility for this situation regarding their inappropriate use of the properties is all theirs. If Scott Garrett told the operators that zoning was appropriate for weddings and events. The situation is between Scott and the operators. The local community should not have to pay for the operator's mistake. Also, if the zoning official told them that the zoning was appropriate, this situation is between Torrance County and the operators. The Community should not have to pay for something that is not their mistake. Also, I'd like to know where Scott Garrett is in all this. He is the owner. I think most of us that know Scott know what he's doing here. We have owned our property in Torrance for 24 years and we've lived site for the past 10 years. But before that we would spend loads up here.

Back to the matter at hand, the zoning official has allowed the operators to function outside the current special use permit for sports and wellness camp without proper zoning for over 2 years on the main property at 210A Los Pinetos Rd, and a separate property The Pippen House, located at 209 Las Pinetos Rd. In addition, former County Commissioner Schropp was informed of this violation. Instead of addressing this issue when alerted to this situation, the zoning staff and Commissioner Schropp allowed it to continue. It is the responsibility of the zoning director as outlined in the ordinance to

investigate resident complaints of violations and to issue notices of violation. Has a notice of violation ever been presented to the operators? What were the results of the zoning investigation and why weren't they sent to us since we made the complaint? Is the person who performed the investigation still on staff?

What neighbors need to understand is the zone. If this zoning change is approved, it directly relates to the value of your property, and your enjoyment of your property. People buying property here are for peace and quiet, not for the proximity to an event center. When property owners want to sell their property, they will now be required to disclose that there are environmental factors that impact their property. Since the operators are realtors, they should know this. We suspect these environmental factors include noise security, traffic and other issues that negatively impact on our properties. Guarantee this is just the beginning, with absolutely no controls in place. The number of weddings and events and associated damaging environmental effects, factors will only increase. What's been approved will allow any event to be held, concerts, a circus, anything. The other point we want to make is that, if this business ever moves out close, or they discontinue this zoning will still be in place. Who knows what the next operators would do with this kind of broad zoning. Two houses currently on the market have reduced their selling prices by 15% to 19% since 2022. I hope they understand the disclosures they will need to make when they sell the property. Otherwise, they leave themselves open to lawsuits.

The questions that we were required to answer in our appeal paperwork. We were required to submit an answer that there was an error by the zoning board adversely affecting us, our neighbors, and our properties. The error of the zoning board has led to a regulatory taking a right protected under the 5th Amendment of the US Constitution. This right recognizes that if there is a change in regulation in this case, that goes too far in this case is zoning. It will be recognized as the taking that has resulted in a devaluation of our property and others property due to the following. Noise. The first one is noise, the quiet time the operator suggests is not appropriate for this area, and amplified music doesn't belong. Period. The district is an agricultural area where people get up and go to bed early, quiet time at 10:00 PM to 8:00 AM does not fit with the district's character. We've experienced noise past 11:00 PM. We've even asked the operators to turn down the amplified music. The operators provided excuses and justifications, such as saying we're having a party on the last day of the festival. Sometimes after complaints after complaints, the music was turned down but later was back up again. When we investigated the noisy affair at the Pippin House, people were hanging out in the parking area, drinking. Cars were parked in the grass, parking on the grass is a dangerous situation at the best of times. With fire prevalent concern in our area, this is unsafe. Cars are also parked in the grass on the main property during the festival. The operators stated that their contracts include verbiage that music must stop at 10:00 PM. But in the wedding announcement that I've attached in figure 1 provides

information otherwise. It shows the reception going till 10:30. Other neighbors have complained to us even though they're not here. The operators and the zoning board at the hearing, they actually complained at the hearing about excessive noise.

The second one is traffic. Thousands of visitors are attending the Apple Festival now. Before the operators took over there's been about 65 to 200 cars attended, even at the busiest times on the two-day festival. I think I'm not 100% sure. We know because we have experienced some of the traffic during the 24 years. According to the operator's admission, hundreds of vehicles attended their festival, and they have now expanded to the four-day weekends. We counted 1000 cars on the first day of the festival last year. We watched cars try to navigate the twists and turns of our small roads. Especially at the intersection of 10 Pines Rd and Los Pinetos Rd, and Los Pinetos and MMR entrance. Other neighbors have complained to us about the excessive traffic. They're not here, they must not want to be involved. The influx of visitors during the festival has led to a significant increase on our narrow roads and compromises our safety and peace of mind. Reckless driving tailgating, speeding by the operators and their visitors and staff have become a common sight. They are creating hazardous conditions for us, especially when we are pulling trailers with livestock. These safety hazards are terrifying. We clocked one car leaving the Pippin House going 60 miles an hour, and that was before the road was paved. More activities are spilling over onto neighborhood properties, particularly the Pippin House, which lies outside the special use permit for two years. Further eroding the character of our Community. Their visitors have driven ATVs to our gate and on our private road. We know this because we've asked them where they're coming from. A public road is not to be used to support private commercial activities. We did a little traffic study of our own because primarily we can't afford to have someone to do a traffic study. The operators testified that there were only 24 or 25 cars per day. This is what we found. This is how we did this, because I don't want you to think I sat out there for 8 hours counting cars.

What both my husband and I, at different times sat out there for an hour or an hour and a half counting cars. That's how I did my study. I thought let me give them the benefit of the doubt. Let me see exactly what the traffic is. This little study that we did for over 4 days, we observed and calculated that between 67 vehicles to 480 vehicles drove on that road in one day. At another event, I went down to see exactly where the noise was coming from. As usual, the Pippin House. I decided to observe it, as it is my right. I was confronted by three family members and said that I could not park where I was, on the side of the County Road. As Realtors, I would think they would understand road right of ways. I did move to keep the peace so I could continue with my studies, but they tried to intimidate me by filming me and threatening to call the police, which they did. I have the report, and I'll share that with you. What I did find out was this. A lot of vehicles go back and forth between the Pippin House and the main property. That

part of the road, as I said, it is a public road and is being used for their private circulation route. The most significant thing was that when I was doing my survey that night, two county vehicles with sirens and lights flashing headed up toward the main property. Unbeknownst to me, those lights were for me because I was sitting out there, and they didn't like me sitting out there observing the traffic. Anywhere there's alcohol at parties, there are problems, and we know what those problems are. They don't have a liquor license, so we aren't sure where the alcohol is coming from. We don't want this in our neighborhood.

This led me to request information for calls of service. But before I go on to that, I want to discuss the report that was made on me. I did not specifically ask for this report. I made a public records request and what I wanted to know was if there was an increase in service calls from 2022 when they owned the property to now. What I did was request all the records and I got that. As I was going through it, I found the report on me, when I was sitting there and they called the cops, I don't know why the cops didn't stop and talk to me. This is what they said, Manzano Retreat. The reporting party calling about a woman blocking their gate. I was not blocking their gate. I was 20 yards away. Another thing the reporting party said, is that she had seen the female carry a weapon in the past. It is unknown if the female in question has one now. I've met this person three times, both times in a public forum. This is to me a false report. I've met her 3 times, the first time was at their meet and greet, at their MMR, the second time was when she was taking our order at their restaurant. The third time is at the meeting here. Those were all public meetings. I don't think anyone saw me with a gun. The calls for service have increased 300%. The operator from 2022 to 2024. The operators mention of traffic controls to limit traffic is a step in the right direction. However, the lack of clarity regarding these controls and how they will be defined has not been substantiated. The operators also claim that the County Road Department would chip seal the road, which would solve some road issues. Road repairs do not solve speeding, reckless driving or traffic fogging. They've performed the work, and it looks good. We doubt many Torrance County business operators would think that Torrance County Road Departments provide publicly funded improvements to the roads that benefit private companies. Let's say the cost of the road was \$150,000, that is \$150,000 that that could not be spent elsewhere. The public funds cannot be used to benefit a private fund. The volume of cars, trucks, delivery vans and even 18 wheelers delivering supplies also raises questions about the long-term viability of road conditions.

The next item. Viewsheds Natural Beauty is 1. characteristics of the Conserve characteristic When a rooftop appeared in our viewshed on the MMR property, we were curious and obtained information about the state to determine what was happening. After running a design and construction business for 20 plus years. We are aware of how shifty contractors can be. We have learned to use public information to protect ourselves. We found that the operators obtained a state permit to construct the

barn based on their social media information. It is an event hall for 300 people, and you can see it in Figure 2. The hall requires fire sprinklers, the appropriate number of bathrooms and location of emergency exit lighting and code compliant electrical and mechanical systems. Under social media, portable propane heaters were operating inside this enclosed building, an incredibly unsafe condition that puts customers at significant risk. The second illegal construction was for another barn to be converted into a gym. Again, a gym requires code compliant construction. Not paying actual cost of permits and fees represents a loss to Torrance County and the state of New Mexico.

Emergency vehicles exist in the neighborhood. In the past, Scott Garrett has contacted us regarding using our property for vehicle exiting in case of an emergency. I think it was by Fire Marshall or some other entity. We have not provided such authority. This was one of the sticking points regarding zoning change requests. Some of the neighbors will remember that most of the neighbors here are newer. Scott Garrett had to put in a separate road that was paved. He had to do a cattle guard. He had a lot of restrictions that were placed on his zoning appeal to protect the neighborhood. Unfortunately, he didn't do a lot of those things. What does the Fire Marshall say about this plan?

Environmental degradation. Damaging environmental conditions decrease the property's value. The operators have installed many RVs for permanent living by family members. Do these living units have appropriate electrical mechanical, and sewer hookups approved by the state of New Mexico Environmental Health? A previous staff member told us this, and satellite imagery confirms it. At least we obtained our information legally from public sources and not by flying a drone over the property, as has been done on our property. A drone has surveilled our property for some reason, but I suspect it is not for an innocent reason. Hopefully the FCC straightened out the drone's owner. Realtors' own drones. The Chair of the Zoning Board stated in the hearing that no one would tell me what to do on my property. We adamantly opposed the statement and its implication of violating zoning and building laws as susceptible, especially when they involve the health, safety and welfare of the neighbors and unsuspecting public. This statement indicates a serious misjudgment. Again, if Torrance County allows anyone to do anything on their land at any time, Torrance County loses out on money and it degrades the Community, there is an obligation to consider all neighbors' concerns. To give you an example, someone could start a hazardous dump or feed lots next to your property. What is it to keep them from doing that if the zoning laws are not enforced. Obviously, the zoning board thinks this is OK. If a company must skirt the regulations to run its business, it should not be in business. If they try to do it and they get away with it, there'll be others that are going to do it. It's just going to continue to snowball.

The second thing that we had to do for our paperwork was to submit an answer as the following. This appeal relates to a specific inappropriate action by a zoning official and carrying out the provisions of the County Zoning Ordinance as follows. The zoning official inaccurately interpreted the ordinance that disclosures permit district. The current design for this special-use district is a Sports and Wellness camp, and I have attached the permit. A sports and wellness Camp is a structured program that combines physical activity with a focus on promoting overall health and well-being. This is not an Event Center. According to the zoning ordinance, the special use permit ceases to exist, which in this case, adding to the special use permit the current special use permit is no longer valid. It ceases to exist. A new request for a special use district must be made if the operators want to stick to the permitted Sports and Wellness camp use, then the current zoning can apply. According to the ordinances regarding removal of zones, it states and I'm quoting. If a use authorized as a specialist district is permanently discontinued, the special district can be cancelled and removed under the provisions for an amendment to this ordinance, the area delineated by a discontinued special use permit should be rezoned to the prevailing district. In this case, the Conservation District. The definition of the Conservation District is as follows. The zone protects and preserves areas within the County which are characterized by their limited access, minimal development limitations on water resources, natural beauty, fragile environment, and native wildlife populations. This first very low density, residential development and low intensity agricultural activities are allowed. Other agricultural related activities may be allowed. Commercial uses will not be allowed except on a case-by-case basis on which the primary concern of the zoning board will be to minimize the environmental impact on the area. This is what should have been the outcome of the zoning. A new special use district permit should have been made for the original property at 210A Los Pinetos Rd. Expanding the existing permit to include major events on the original property is not an option, the zoning official mentioned that this is what had been done at wind farms. We cannot find it in the regulation, we argued that. Even though this regulation may exist, it does not apply in this case. This request is in the middle of the conservation district. A new special use district permit must be made for the property at 209A Los Pinetos Rd., the Pippin House. Furthermore, the argument that a current special use district, currently in place, which is not actually at 210A Los Pinetos can extend to a different property is wrong and not supported in the ordinances and is unheard of in government planning agencies. The guidelines for applying for special use permits are as follows. The Zone district provides for singular developments, which requires special consideration because of their magnitude and unusual nature and frequent operation, questionable impact on the property or other such reasons. The boundaries of this district shall be defined as needed on a case-by-case basis. Special conditions may be imposed by the County Commission following recommendation by the PNZ board. The County Commission may not grant a zone change for the establishment of a special use district unless

satisfactory provisions have been made, and those include ensuring that the property uses shall be maintained in the general area. This is directly from the ordinance to preserve the integrity and character of the area in which the special use district will be located. The utility and value of the property of the special use permit, and the adjacent zone districts assure that the special use district will not become detrimental to the public health, safety or general welfare of the County. The application for a new special use permit is as follows. It needs to show the site development plan, a signal of sufficient size and scale to show boundaries and topography of the property to be developed should appropriate for those size, location, use and arrangement of all structures, signs, parking and loading areas, drainage facilities, landscaping, traffic and pedestrians. Circulation routes and indicate the location, type, use and size of structures and adjacent properties within 100 feet of special use district boundary.

According to the appeal paperwork, we were required to submit and answer the following. The appeal relates to specific and appropriate action by the zoning official in carrying out the provisions of the zoning ordinance as follows. The notification of adjacent property owners was limited to about 10 adjoining landowners. This change impacts the entire neighborhood of 50 plus landowners who live off 10 Pines Rd. and Los Pinetos. It was confirmed that with the US Forest Service, who is an adjacent landowner, they were not notified. The proof of notification delivery has not been demonstrated. Leading to a total lack of transparency. Letters may have been sent, but there is no confirmation that they were received. A statement that the zoning does not offer registered returns is not justification for the lack of evidence that notification was not received. You can send a letter, but if you don't have something that says they have received it. You can't guarantee that they've received it. This is basic planning practice. The New Mexico law requires a public notice, also known as the legal notice or illegal advertisement, to be published in the newspaper to inform the public of it significant events and legal matters or government actions. We were unable to identify whether this was done or not in any newspaper, or any kind of platform. The Zoning Board and the Zoning Official have known about this inappropriate use since June 2023. When the 1st letter was sent to the Zoning Official, the Zoning Official elected to ignore it. The Zoning Official should have told the operators to cease their operation until their zoning was corrected. Especially because the permit was for a Sports and Wellness Camp, and it was established in 1997 and not as an event center. The argument that weddings and events have been held on the property for 25 years and should therefore be allowed to continue is inaccurate. There might have been 3 weddings in 2022. Maybe, if the owner had held these events in the past, the owner, Scott, would have been breaking the law. More noise and traffic and disruptions have occurred over the last two years from the previous 25 years. Scott Garrett also never had events at the Phippen House because it wasn't zoned for it. It is not routine for a Zoning Official to share an opposition letter, which was done.

The final section, I have is regarding what we were required to answer. A decision made by a Zoning Official of Planning Board was not supported by factual evidence by the following. The applicants present an unsubstantiated and unreliable presentation of the facts to show themselves personally in a good light at the expense of the truth. The zoning official and the board accepted those statements. The statements presented by the operators that were submitted as facts but are not. Those providing testimony supporting the applicant at the Zoning Board were mainly employed by the applicant and did not live in the neighborhood. Essentially getting a favor for testimony and implies a quid pro quo arrangement where someone provides testimony and return, they receive a benefit. This influences their truthfulness or objectivity. The Zoning Board incorrectly believes these statements to be facts, not as a quid pro quo arrangement. The truth is that many current and past employees have reached out to us with different reality. A current employee sent me this text, and I've paraphrased it here. I work here because I have to. I wish you success in your efforts. These people are untruthful and not as all as they appear. Some hired youths have also reached out to me. What they consider to be poor treatment; there is always another interpretation of reality. That is why decisions must be based on facts and the law. Some neighbors who live in the neighborhood have testified in support and benefited from their relationship with the applicant. For example, by doing business together or promoting their business. One of the neighbors runs a waste hauling business out of their house, and the operators promote their business. These neighbors also lack objectivity. This is actually a very good example of what happens when you don't follow the regulation. I don't know if this waste hauling business has the appropriate permit for what they're doing. But when we moved into our neighborhood 10 years ago. For a design and construction business, we had to get a license. We had to go to zoning, and they told us you cannot have equipment and materials. stored on your property for construction. You can have a home business, but you cannot store equipment or materials. We didn't do that. We rented a place to store our equipment and materials. At a great cost. It would have been easy for us to store our equipment and materials on our site because we're in the middle of a forest, no one would see it. But that's not how we operate. We follow the law. We also argue that Charlene Dietz's letter does not support the operator's request for expanded use for Sports and Wellness Camp. If the zoning board had bothered to read the letter, they could see clearly that there's other things. It's too overwhelming to go through their whole thing where they try to say that they do this, but it's unsubstantiated. No, it's not that they try to do it. They say that they do it. They say they have \$300,000 in payroll and that they're great Community members and some people might feel that. I don't know them. But I know what they're doing to our Community, and I don't like it. Most of the County Commissioners appear to understand business operations and appear to be leaders in the community, otherwise they wouldn't have been elected to serve on the Commission. Leaders have to make hard decisions, and this is one of them. The decisions need to be based on facts and

laws. Zoning is hard. It is complicated. That's why it needs educated and trained professionals to interpret the ordinances and explain it to the public. And that concludes my statements.

County Attorney Maike Garcia: May we have the representative for the applicant come up?

County Attorney Maike Garcia: Swore in Jesse Dudley.

Jesse Dudley: I am Jesse Dudley with the Manzano Mountain Retreat. Thank you for allowing us this opportunity to respond to the appeal. To our friends and neighbors, those choose to attend this process in person or online. Into the hundreds more that have expressed their support for our family and the Manzano Mountain Retreat throughout this process, we would like to express our sincere appreciation and say thank you for your continued support. My family can never fully express how touched we are for the kind words of encouragement, thoughts and countless prayers expressed by so many throughout Community. This has been a process. Charlene Brown and Kenneth Wooten have continued to harass and slander our family. Their approach is slinging manure against the wall, hoping that something will eventually stick. Their narrative arguments consistently change, Charlene Brown and Kenneth Wooten are entitled to their opinions, but as the saying goes, they are not entitled to their own version of the facts. The issue isn't about traffic, it's not noise, it's not about upholding the Conservation District or the Community or anything else that relates to activities or the venue. Charlene Brown and Kenneth Wooten wanted to purchase the venue. Either portion of the orchard or the entire property. That didn't occur. They couldn't, so they adopted an attitude that if they couldn't have the property, then they would create problems and do everything possible to close the venue rather than see it thrive as a vital part of this Community. That, in my opinion, is not acceptable.

Subsequently, I want to address Charlene Brown's comments and to address her statements and documentation she's provided. The majority of which is fabrication made on assumptions of puffery. Little or nothing has to do with our special request for the special use permit for the modification of the Pippin House. I also want to clarify that our attempt through this process was to clarify the wording specified on the existing special use permit in the name of the previous owner, Sports and Wellness, which did not limit as far as the activity for the camp. That was the name of the company that acquired it. This specifically addressed the activities and the historical nature of the venue that did and always has included hospitality, camping, agriculture, tourism, to more accurately reflect the activities that continue to occur on the property. It is pertinent to point out it's very nature and foundation for this request is and was addressed and to address the continued harassment of Charlene Brown and Kenneth Wooten, and to call into question the very nature of the historic activities, the entire

foundation for her argument is that the Manzano Mountain Retreat expanded the venues activities, only after we purchased the venue in 2022 to include camps outside of those are Sports and Wellness. In addition to activities and events, which likewise all fell outside of the authority permitted by the existing special use permits, specifically weddings and events. As a result, Mr. Wooten and Charlene Brown argued the Planning and Zoning Board was remiss in upholding their fiduciary duties to our County, our neighbors and to the citizens by failing to issue the citations violations, effectively shutting down the Manzano Mountain Retreat. Charlene Brown and Kenneth Wooten claim faulty, if and when it is substantiated by all these activities did in fact occur prior to 2023. My family and I purchased the Manzano Mountain Retreat. From that time, she issued her initial complaint. Moreover, her argument falters if I can substantiate all these facts were authorized under the existing special use permit, and these activities all reflect the continued, ongoing and historic nature events approved by and permitted under the existing special use permit. Moreover, her documentation and subsequent research don't dispel. She previously made arguments during our special use permit modification. On the contrary, shutting down comments, research, and statements affirm and support the unanimous decision of the Planning and Zoning Board.

Perhaps the only accurate and truthful statement I found in Charlene Brown's submission was, in fact, that she issued her initial complaint in 2023. Our full first year in operation. I know for a fact there was an anonymous letter that was sent to the Planning and Zoning Department complaining about the activities at the Manzano Mountain Retreat in 2023. I know that a certified letter was sent to at least one member of the Torrance County Commission and copied to the Planning and Zoning Board regarding the Manzano Mountain Retreat. I have never read or received a copy of either letter. I know they existed because of our Commissioner, Samuel Schropp. Showed up on his motorcycle, walked into our dining hall and approached me inside our commercial kitchen and introduced himself and proceeded to tell me that he was there to investigate claims stated on a certified letter he received. He was there to satisfy the claims for himself, and aside from the Planning and Zoning Board because he stated he wanted to ensure that he had full knowledge of the situation and any claims for when it was ever brought before the Commission. We understood the Commissioner was doing his job, much like the Planning and Zoning investigators were doing their job. They all need to remain unbiased and impartial specific facts. But in this situation, like in every situation since it didn't require a lot of effort to dispel Charlene Brown's fabricated narrative. Again, we're all entitled to our own opinions. We are not entitled to fabricate our own versions of the facts.

The Commissioner said, the complaint indicated that we were operating a restaurant without a license. I walked over to a clipboard, and I handed him a copy of our permit to operate, issued by the New Mexico Environment Department and explained that the

license issued by the state to a commercial kitchen doesn't distinguish as to whether that business sells food to an on-site restaurant, camps, or direct to the public due to events. It simply authorizes the responsible party and me to provide food to the public through a commercial kitchen. Manzano Mountain Retreat has been selling food and serving food in that dining hall for decades to camp through events. It doesn't represent anything new that we were doing. I handed him my license and certification for food handling for our staff. The Commissioner indicated that the complaint stated that we accommodate overnight guests, hold weddings, events and activities that are not authorized or approved by Planning and Zoning, or provided with a special use permit. To substantiate this fact, I gave a copy of the Apple Mountain Ranch and listed the owner being Sports and Wellness. It was stated for promoting picnics, events, barbecues, retreats and receptions. This was not new to something that we were doing. I explained that all these activities have been ongoing since the venue's inception since the 80's. The activities didn't represent new activities that we were doing under the previous owners. The most recent weddings, one of which included the Mescher wedding, were in fact contracted and scheduled under the previous owner. We simply inherited the event, and the fact that it had the pond, the wedding pavilion, the picnic pavilion, the Apple Store, bunk houses, cabins, RV hookups, etc.... were all already in place. When we purchased the property and all these activities were ongoing for years, prior to purchasing the venue. Our intentional activities were planned and discussed and made clear to the Planning Zoning Department, we stated before, during, and after our purchase. The Planning and Zoning Department felt that because all these activities were in fact in line and representing the continuation of the historic and ongoing nature of the business, everything was permissible under the existing special use permit. The Commissioner reviewed the facts and told me that he was going to fight with the Planning and Zoning Department. I assume that he could confirm my statements.

Charlene Brown and Kenneth Wooten are entitled to their opinions, but they're not entitled to create their own version of the facts. As the appeal process reflects, they simply refuse to accept the facts. The dispute counters their narrative, and they insist that everyone must conform and adhere to their opinion exclusively. My family's intention in choosing to purchase the property was communicated. We love this Community, Torrance County is and has been our home for more than 40 or 50 years. We believe that the venue presented an economic development opportunity for our County. Our plan was and still is, to grow and develop the venue to provide jobs and opportunities for the residents. The venue is in a hub, an opportunity zone or a rural economically depressed area within our state. Again, we grew up in Torrance County. We've seen our family members, friends, and neighbors leave over the years. In large part, due to limited job and economic opportunities available within this Community. That is not my opinion. That is a stated fact. When I was young, Estancia was thriving.

Businesses including the Star Theater, grocery store and attorneys' office, Frost Feed, Tillery Chevrolet, EMW Gas along with these other businesses. Families drilling new wells often hit water at 80 or 100 feet. The Edgewood School District was among the best in the state. No offense to my Estancia and Mountainair friends. We chose to invest our money in Torrance County; we don't regret that decision and we believe that more locals must begin to make investments in this County. The impact of quality of life for everyone in our Community. Taxes create capacity, enhance the quality and equipment for our first responders that help to improve our schools, and they help to improve the quality of life for everyone in this Community. Charlene Brown and Kenneth Wooten could have invested in these things. They didn't. Instead, they chose not to move forward and now they want to penalize my family and our Community for doing so. According to Charlene Brown in her statements there was, quote unquote an error or judgment by the Zoning Board that adversely affect her or her neighbors and our properties. Our argument, again, is based on faulty, fabricated unsupported documentation.

Noise. Torrance County doesn't have a noise ordinance in place. The retreat couldn't have been cited for violating the County's noise ordinance that doesn't exist. The 10:00 PM shutoff time represents our organizational policy ensuring that the property is not now, nor will it ever become a nuisance to our neighbors. We consider ourselves ambassadors to Torrance County, like McCall's Pumpkin Patch, Wildlife West Nature Park, or Legacy Ranch. Businesses that serve areas of the Community low impact businesses, promote activities and tourism that draw people and money into our Community. They create a positive, memorable, impactful experience that elevates and enhances a positive perception of our collective Community. Regardless, Charlene Brown kids are entitled to their opinions. Miss Brown included a copy of a wedding invitation she found online. She copied the wedding invitation and saved the copy in her documentation. She went as far as circling the reception time, clearly, she felt this portrayed an example of smoke and guns. Insinuating our statements to Planning and Zoning that our parties do not in fact continue at night. This doesn't dispel our statement. In fact, it reinforces and affirms that our policy is in effect. Music was subsequently turned off at 10:00 PM goodbyes and the cleanup occurred between 10:00 and 10:30, and the plan was or is that everyone went home or back to their rooms. There is no partying into the night, and no excessive noises. In an effective and illustrative example of an orderly and professional event like the ones that continue to occur. To substantiate this fact, Miss Brown continues to point out. I've included an actual copy of the signed contract noted in her exhibit. I can hand it to you if you'd like. I've highlighted the policy and line stating that the music is turned off promptly by 10:00 PM, illustrating that this is in fact written in our contract, but this example, like so many of her points, has nothing to do with noise. Charlene Brown and Kenneth Wooten don't live adjacent to the venue and there is not now, nor has there ever been an issue with our immediate neighbors. After we received letters of support from

Charlene Dietz and Kevin and Beverly Boyd, the immediate need is adjacent to the different property and they both supported the venue. I'm also aware of only one incident in which Charlene Brown investigated a noisy affair at the Pippin House. This occurred as she mentioned two weeks ago or several weeks prior to the incident. They did in fact park at the corner of the road and counted cars on weekends. But on this night, they parked outside the front gate of the Pippin property during a wedding reception. They obstructed and impeded traffic attempting to exit towards our main facility. This noisy affair. Which she mentioned was a wedding with 105 people in attendance. That number included 20 senior citizens, two of whom were using walkers or wheelchairs, and more than 20 children under the age of 10. No alcohol was served at that event, and we couldn't hear the music from the gate. And I know this because we also catered for the event. We also called the Torrance County Sheriff's Department in attempts to file a complaint. The Sheriff's Department responded to secure the occurrence. Her statement was one of two times that law enforcement has been called to our property since we purchased the retreat. The only alternate issue related was a licensed preschool teacher who was at the property with the preschool retreat. She had a mental breakdown or episode of some type. She placed her baby on the landing and her supervisor was standing in the room next door, called the police. They responded because she was licensed with the state of New Mexico. She was fired and lost her license as a preschool teacher with the State. Despite Charlene Brown's claims and statements, there isn't a history of issues. Law enforcement is not regularly called, and in fact, Charlene Brown and Kenneth Wooten now account for 50% of the calls, which have been poured over the last three years.

Traffic, according to Charlene Brown. Let me quote this directly from her submission. Thousands of visitors attended the Apple Festival now, before the operators took over, there may have been 100 cars, even at the busiest of times in the two-day festival. We know this because we have experienced this over the last 25 years. Let me reiterate my previous statement. We're all entitled to our own opinion. We are not, however, entitled to our own set of facts. In Charlene Brown statements, I find this one to be confusing and contradictory. In her first statement this supports the historical nature of events or festivals that have continued for the retreat for the past 25 years outside of the Sports and Wellness characteristics. I'm confused because I don't understand her narrative. She insinuates that these activities didn't occur prior to 2023 when we purchased the retreat, and that all these activities events begin to go only after. In 2023, we purchased the event. Prior to 2023, the activities and events were apparently all limited to Sports and Wellness exclusively. Since Charlene Brown substantiates this fact that they did in fact occur, I can only assume that she has also included documentation indicating that she has been objecting to these activities outside of the Sports and Wellness scope provided through the special use permit for the past 25 years. As she and Kenneth stated that she and Kenneth have resided at the property. If in fact she didn't object prior to 2023, then I failed to understand the basis

for her current and ongoing argument for why these objections started immediately after we purchased the property. Her premises at festivals, camps, weddings and events represent a change in the status of the special use permit, because they all fall outside of the scope of Sports and Wellness. These events represent new items initiated by us exclusively. But our statements substantiate the fact that these events have in fact been ongoing for more than 25 years. Charlene Brown and Kenneth Wooten know these facts to be true. We met them initially during the 2022 Apple harvest, when we were considering purchasing the property. They were in fact contracted by Scott Garrett, the previous owner, to oversee the 2022 Harvest Festival. I believe that they agreed to splitting the proceeds from the event with Scott. In my recollection, they were also selling food from a crock pot during the event. Charlene Brown continues to hold a narrative to the entire process unfounded and unfair, distorting facts from fiction. They instead promote a position that everyone else is wrong. The Commission, Planning and Zoning, Torrance County Road Department, and neighbors that don't support their position and opinion. The list goes on.

Their bullying isn't limited to the venue or our family exclusively. One neighbor that disagreed with their opinion received a text, in that text Charlene Brown states that the neighbor purged herself because she stated at the Planning and Zoning meeting that the Manzano Mountain Retreat does in fact have a written policy that music ends at 10:00 PM. Her basis for attacking that neighbor subsequently related to her finding of these smoking gun wedding invitations found online. She attacked Torrance County Road Department. Publicly stated that the pavement of 10 Pines represents publicly funded improvements intended to benefit a private company. She makes this statement even though nearly every neighbor in our Community attending the Planning and Zoning meeting intended to complain about the road. Torrance County had paved that road several months or even a year before this issue had even come up. Charlie Brown has written letters to our neighbors stating that we're flying drones above her home, stating that we continue to harass her and Kenneth Wooten. She posted it on East Mountain 411, that is her opinion. The fact is that we don't own the drone today and haven't since we had an office on San Mateo in Albuquerque more than 8 years ago. And as Realtors, we hired professional photographers we don't do it ourselves. Charlene Brown called her neighbor last month stating that the Manzano Mountain Retreat is harassing her, hovering drones above her house. Like most small communities, this call prompted another call down the line. Finally, a neighbor who happened to be working in our kitchen received a call and she told them it's not the Manzano Mountain Retreat. I'm working in the kitchen right now. They're all in front of me at an event. If there's one flying above you, it's not them.

In her opinion every ATV, semi and person driving on the public roads either coming to or leaving the Manzano Mountain Retreat. That's simply not true. In fact, the semi was lost last week and drove onto our property, which was from BNR

Construction in Moriarty. We gave the driver directions and sent him on his way. We had constructed a building in our property, and we followed the process in obtaining the proper building permit. For everyone that hasn't been to the property, we can assure that we had agreed that the property is not a blight on the Community or the neighborhood. This edition, like every alternative building on our property as a multi-use, a permit requirement. It's a metal building. It has dirt and gravel floors. Through the winter, we store golf carts and tractors. It smelled like a barn and served as a barn. No HVAC is present, but like a lot of our buildings on the property, it subsequently was transformed to host the EBACA prom, their prom theme was a barn dance. Like a temporary tent. It accommodates dinners, reception, and other items as needed. If you have attended the 2024 Harvest Festival, you would know that our current gym building served as the Pumpkin Barn during our Harvest Festival. Our camp bunkhouses likewise are transformed into private suites for weddings. Emergency vehicles exiting the neighborhood and the environmental degradation, I imagine you're beginning to recognize the unfounded arguments, logic and contradictions that we've been dealing with. It's a source of a lot of frustration for the past two years

Chairman Schwebach: Before we continue. I would like an explanation from our Planning and Zoning, exactly what happened. Correct me if I'm wrong. The Manzano Mountain Retreat applied for special use permits. To expand on the land. Give me some details on what they were applying for.

Planning and Zoning Director Don Goen: The purpose of the application was to modify land use within a special zone district, and we made it clear that we just clarify the language to more accurately reflect the type of activities that have been occurring there for decades. Two of the slots on the application are for areas and use. Our main goal is maintaining compliance. That is what they're asking for in adding different parcels. This is to clarify the language to more clearly reflect the types of activities that have been taking place.

County Attorney Maike Garcia: Swear in Tracey Master.

Tracey Master: I stand here in support of Manzano Mountain Retreat. There seems to be questions as to how long the ranch has hosted weddings and other events. As a licensed Chaplain, I have officiated more than one wedding at this location. The furthest one back I can remember was in July 2013, and the most recent was October 2024. I don't know exactly how long they've been doing weddings, but I have a friend who was married there in 2002. This is nothing new. You already know about other things that they provide for the Community, in addition to providing services and what we call a lodging hazard, most of us don't like traffic, but they can't be held responsible for bad behavior of drivers and most businesses are located and benefit from maintenance on public roads. The Commission has appointed people that serve on the

Planning and Zoning board, and you require that board members meet certain standards and place them there to make decisions on their behalf. And while I don't always agree with them, you need to trust that they're doing what you need them to do. As the appellant says, this is not a popularity contest, and you aren't voting to decide whether you like the most your vote whether or not to uphold the decision to grant the changes to Manzano Mountain Retreat must be based on only two things. Is Manzano Mountain retreat compliant with any and all state statutes as they pertain to a business location of this type and is Manzano Mountain Retreat meeting all the requirements of the Torrance County Planning Ordinance. Your decisions rest solely on these two items and not the emotions of any one or two individuals. Thank you for your time.

County Attorney Maike Garcia: Swear in Michelle Hutchison.

Dr. Michelle Hutchison: I am a Pediatric Dr. I care for children with type 1 diabetes. This would have marked my second year spending an entire full week at Manzano Mountain Retreat with eighty of our patients who have been diagnosed with type 1 diabetes. Which is a very chronic and high burden disease in which the kids have to count all their carbohydrates with every single meal, take insulin with every single meal and every time they feel sick. This is a high burden disease with a high rate of depression, so having the opportunity to be able to bring these kids out into a beautiful environment, giving them a break from worrying about their disease and have fun is incredibly impactful. Just from the senses of what they gain from it because they have diabetes. I understand that that falls under the Health and Wellness aspect of what they do there at Manzano Mountain Retreat. I just want to speak about a couple of things that I saw and hopefully that might be of use to you. Specifically, the barn I've been in that barn. I've chosen not to participate in activities in that barn because it's really not protected from the weather and it's very dusty. It is definitely a barn. I can confirm that. As to the protection of the environment, I was actually really impressed with how much the staff really impressed us and the kids to be mindful. Of the property and take care of the property and really that that was emphasized #3 the teenagers that were there working, I believe they were volunteers and getting some job training. As a pediatrician, I actually was really impressed with that, and I talked to some of those kids. They seemed to be having a great time, and I did not hear any complaints from any of those teenagers that were working there. what I want to impress on you was the benefit to the children of New Mexico, and there are multiple camps that happen there over the summer, not just our ADA sponsored American Diabetes Association sponsored diabetes camp. I got to see children who saw a chicken for the first time. They saw a Turkey for the first time, and they touched a cow for the first time. And I just can't express how important that is. I just wanted to say thank you.

County Attorney Maike Garcia: Swear in Patty Alexander.

Patty Alexander: Just for the record, I do not work at the Manzano Mountain Retreat. I have taken advantage of hiking up there with my dogs. Several times I keep them on a leash because I don't want them chasing after the deer that they see up there and I end up losing them. It is a quiet place, beautiful place, and I know that they have designated parking spots. We can't just park anywhere. We had an event out there and we were told there were no live bands, which we weren't planning on because we couldn't afford to have a live band anyway. We had nothing but positive comments about how beautiful it was, how relaxing it was out there. I am in support of keeping Manzano Mountain Retreat in the area, because it is something that's positive for our Community. I am a Torrance County resident. And I enjoy having a place where I can just take my pooches and go hiking that doesn't have a whole bunch of people around all the time and you can see some wildlife out there as well. They have really nice apples as well.

County Attorney Maike Garcia: Swear in Eric Lucero.

Eric Lucero: I'm a public educator for 14 years. I'm also the summer intern coordinator here for Torrance County, through the New Mexico Department education grant. We are in charge of placing high school students at Manzano Mountain retreat. If you were to go back and look at the applications. They have a top choice of where they would like to go. This year we had 44 students that applied for the job and 31 of those students are requested to go to Manzano Mountain Retreat. Part of my job is to go up and check on the kids, make sure that they're getting the job skills and training. Every single student that comes down from there, it's only a testament to what they do up there, especially with our high school kids, because every year it's more and more kids that want to go to Manzano Mountain Retreat, we could easily send 30 kids up there. They would want to work with them. Not only that, but I'm also a coach here at Estancia High School and a teacher here in Estancia. We have had several football camps and events held at Manzano Mountain Retreat before the previous owners. I also had a wedding there on August 13, 2014. We are actually the reason that Manzano Mountain Retreat cut their limit down from 400 because at my wedding we had over 500 people at that Apple Retreat and that was back in 2014. I know that they have gone down to the limit, and we were out of there by 9PM. I've got to witness the last two trips that I've been up there, our kids interacting, our high school students in the program, interacting with cancer patients with kids, with diabetes and also with kids with autism. They get to experience that, and they get to see a whole different aspect of life and that and I'm very passionate about what they do, they support our kids. They come to our kids' games at the high school, they go to the FFA events that are there and they support our kids financially through their business and donating to our School

and to our Community. So just thank you so much and I think it would be detrimental to our Community to get rid of them.

County Attorney Maike Garcia: Swear in Guy Gemmer.

Guy Gemmer: Torrance County Zoning Ordinance allows the Planning and Zoning Director to interpret and administer zoning designations in accordance with Section 19-B, paragraphs 2 through 4. While the appellants suggest abuse or neglect of duty, courts recognize broad discretion in local zoning enforcement. The New Mexico Court of Appeals has consistently upheld this principle in cases such as Titus versus the City of Santa Fe from 1990. Quote from that case law administrative interpretation of zoning ordinance is entitled to deference if it is reasonable and not clearly erroneous. MMR has acted in reliance upon the zoning directors' interpretations and was never instructed to increase, to cease or suspend operations. The suggestion that a zoning violation has occurred merely because events have evolved in character or scale does not meet the legal standard for a violation. Particularly absent any formal enforcement action by the County. I think most of the other things we've hit on. What I would like to talk about is safety. She has made several claims about the safety of the property, and how we have made the area less safe. Five of our family members serve as volunteer firefighters for the Torreon District 4 Fire Department, five of us, which makes up the lion's share of the department itself. We, personally, had responded to three fires this year and helped to put them out before they got out of hand. Two of those, we were the first ones on scene because of our location. She makes claims that we've inaccurately stated that we provide water to the Forest Service, we do. We have an agreement with the US Forest Service to stage any sort of wildfire issue. There's wildfire stuff at our property, including landing helicopters, accessing the water that's on the property to refill tanks and to fight fires. So. We are actively engaged in preventing any sort of issue that way.

County Attorney Maike Garcia: Swear in Max Almario.

Max Almario: I just want to start by saying that the video archive section of the County Commissioner website for this issue is empty and the meeting notes are either mislabeled or missing for certain dates, so I haven't been able to find anything from that event. Additionally, as a homeowner on 10 Pines, I wasn't notified of any zoning changes. I'm sharing my experience as a neighbor on 10 Pines with the limited information available to me, it sounds like there's a personal element to play to that I'm not Privy to, but I do find some of the concerns raised in the complaint valid. Firstly. Fire safety and traffic. I personally witness cars speeding down 10 Pines from the retreat, which gives me great concern about my family and my pet safety. And I'm growing increasingly concerned about drunk drivers in the area after events. Drunk driving in town is a large reason why I live out here. The recent repaving on 10 Pines is

appreciated, but it will only make speeding easier. We need a solution like speed bumps and lights to accommodate the additional new traffic to keep neighbors safe. As to fire safety, I find it also concerning if there's dozens of cars parked on the grass. And if there are propane heaters being used indoors, it is incredibly troubling. Nothing has happened yet, but it's always fine until it isn't. We've had other fire scares in the neighborhood recently, and fire safety is a growing concern with rising home insurance costs in the growing climate crisis. What concerns me most is my property value becoming a new homeowner is a massive investment and for that investment to be potentially degraded. Would be a gut punch.

County Attorney Maike Garcia: Swear in Kelly Chumbler.

Kelly Chumbler: I'm a resident at 10 Pines Rd. as well, and I've been seriously concerned about the impact that the Manzano Mountain Retreat has been making in this area. I've become really fearful about my safety when driving on this road, which, sometimes I'm driving home late at night and there's been a lot of erratic drivers and what looks like drunk drivers and a lot of speeding. There's been an increase in trash. I've been really fearful of my animals. We've seen a lot of roadkill lately on 10 Pines, which has never been an issue in the past. With our slower and more cautious neighbors and their guests, we've also heard a lot of loud noise late into the evening that often goes past 10PM. From what's been presented, it doesn't feel OK for their business to continue without correct zoning as they're severely harming nature and a lot of the neighbors in the area who are raising complaints. I also didn't hear Mr. Dudley address anything about the alcohol license. Or the structures. It seemed like a kind of a loophole when it seems like a huge safety issue about not being up to code for individual safety and also fire safety. So, thank you.

Chairman Schwebach: Does that conclude Public Comment?

County Attorney Maike Garcia: Yes, except for the letters. We can either put those into the file or Don can read them.

Chairman Schwebach: Don, go ahead and read them in.

Planning and Zoning Director Don Goen: Read a letter from Peter and Stana Kopczuk and another letter from Shawn Martin, are here to attached. Don read a letter from Scott Garrett.

Donald Goen

From: Martin, Shawn - FS, NM <shawn.a.martin@usda.gov>
Sent: Wednesday, June 18, 2025 2:17 PM
To: Donald Goen
Cc: Jannette Dudley
Subject: Re: [External Email]View shed complaint from our neighbor

You don't often get email from shawn.a.martin@usda.gov. [Learn why this is important](#)

Good afternoon,

I have been asked to respond to a point that was mentioned in a zoning appeal filed by Charlene Brown and Kenneth Wooten. The point involves potential negative effects to the viewshed from the proposed zoning change in respect to fire. The property in question is outside of the Cibola National Forest Boundary, which borders to the west. In terms of fire viewshed, the area is monitored for fire activity by the Capilla Lookout Tower, which is located on the crest of the Manzano Mountains west of the properties in question. Whatever changes to zoning may happen on the properties will not have any effect on our ability to spot fire starts from the Capilla Lookout.

In reading the appeal, there is also mention of fire egress for neighbors and the public. Because the properties are located outside of National Forest System Lands and do require travel on Forest System Roads to access, that point is outside of my purview or jurisdiction.

Please reach out if you have further questions.

Thank you.

Shawn Martin
District Ranger
Cibola National Forest and National Grasslands



Forest Service
U.S. DEPARTMENT OF AGRICULTURE

Cibola National Forest and National Grasslands
Mountainair Ranger District
40 Ranger Station Road
Mountainair, NM 87036
p: (505) 847-2990 | c: (505) 414-9462

From: Jannette Dudley <jannette@manzanoretreat.com>
Sent: Thursday, June 12, 2025 2:55 PM
To: Martin, Shawn - FS, NM <shawn.a.martin@usda.gov>
Subject: [External Email]View shed complaint from our neighbor

You don't often get email from jannette@manzanoretreat.com. [Learn why this is important](#)

Peter and Stana Kopczuk
85 Ten Pines Rd
Torreon, NM 87061

June 17, 2025
Planning and Zoning Board Meeting

In regards to the Special Use Permit Extension on the Pippin House:

Pete and I as well as our family have lived on Ten Pines Rd W since 1995 and we want to see the family at Manzano Mountain Retreat (MMR) succeed in living at their beautiful camp and ranch home as a neighbor and as their business grows. They have contributed to the community by coordinating with the local fire departments to respond to active fires, are developing a ranch with their cattle and horses, and making it a home for their family.

We had some concerns regarding the special use permit for the Pippin House prior to attending the planning and zoning board meeting we attended in early May. Our concerns were addressed at the board meeting and we request the special use permit extension on the Pippin House remains in approval status made by the planning and zoning board.

We do appreciate the work the family has been doing to continually improve management of their camp, farm and orchard in collaboration with our community.

We also appreciate the county resurfacing our road. However, I do hope the county will monitor traffic on the road as the camp grows in their ventures.

Thank you,

Peter and Stana Kopczuk
85 Ten Pines Rd. W
Torreon, NM 87061

Deer County commissioners.

My name is Scott Garrett; my wife and I own the Manzano Mountain Retreat, Mr. Prior to the Dudley's the business which purchased the Darnell property in 1998 was New Mexico. Sports and Wellness of business. I ran and was a partner. Plan.

We purchased a retreat which was called Applewood Camp from the Darnell family. Prior to our purchase, we looked at their business plan, which was operated as a typical residential camp, renting it to church groups, schools, adult business groups, picnics and weddings. All these activities are done by most residential camp facilities, including Inlow, Sufi Mountaineer, Assembly of God, along with most other camps in the state and nation. American camping association.

During our due diligence, we noticed while the building dining hall dorms were fully constructed and permeated our attorney's notice that they have not received the proper zoning permit we required as a condition of purchase that the Darnell's need to get proper zoning for such complex the Darnell's using their business plan proceeded to get approved zoning letters and notices. Or sent out and a hearing was set. I can't remember whether it was a zoning hearing or a full Commission. Thing. But approval was granted. It was confirmed that it could be transferred to my business should we complete the purchase. I believe that is why the permit stated sports and Wellness camp because sports and Wellness would be the new owners until it was renamed. The keyword is camp defined by Collins Dictionary "A camp is a collection of huts and other buildings that is provided for a particular group of people, such as refugees, prisoners or soldiers as a place to live or stay". Inlow camp is a camp and not subject to only doing Inlow activities, whatever that is.

Upon getting the property correctly zoned, we purchased a facility from the Darnell's and immediately over the next three years invested over \$1,000,000 in improvements, indoor basketball, gym, Olympic, outdoor and competitive swimming pool with restrooms and changing rooms soccer field. Course and more.

During the first year of operation, we served many groups, several church overnight groups and a train picnic where Randy Simmons made his future wife, Kim. I think diabetes camp came only to be followed in the next years by cancer Camp MDA autism along with Rotary Youth leadership camp and a slew of others. We did big events such as when Albuquerque Underground brought 400 plus staff for a day picnic. We did Estancia High school and almost all the private schools from multiple nights.

In 25 years, we served the Torrance Community, Albuquerque, Los Lunas and the State, very well. Hundreds of youths and adult camps, picnics and technics, and yes, weddings. Weddings for residential camps is an important element because most youth camps and special needs camps are tight on money. Weddings allowed us to use to those

excess. Weddings allowed us to use those excess proceeds to reduce the cost of youth camps.

Apples: the Apple Festival brings people to experience the beautiful Manzano Mountain area. The Dudley's have done a magnificent job developing their apple business. Manzano Mountains was where some of the first apples in America were planted, originally by the Spanish in the early 1600s. We should celebrate that fact and the Apple Festival does that.

Roads: When we knew, we were going to increase the traffic to the Retreat we met with County and provided over \$70,000 to help Chip seal the road. As a tax producing business, we provided the State and our County with annual revenue from property tax and gross receipts tax. Yes, the kind maintains the road to a private business, but I think the taxes which the business pays covers their repair and maintenance of the road. When I operated MMR, our annual tax to the government was in excess of \$xxxxxx annually.

Affecting value: I'm not sure about whether the existence of a business hurts or helps the value of the properties around you. Eight years after our zoning was granted, our neighbor, Mr. Boughton, requested and received zoning change from agricultural to special use permit for a similar retreat or RV park. He sales brochure on his 350 acres of land says that the property can be a Camp or Retreat. I'm sure he feels having the ability to sell his land with such zoning is an advantage. In that his land directly joins the Brown/Wootton there will be another possible problem in the future.

Other: It seems a lot of the arguments that the Plaintiff addresses our possible code violations with has very little to do with the property zoning, the proper zoning, and can be addressed elsewhere.

The zoning for a "Camp" was granted to Mr. Darnell in 1998 with no opposition and for 25 years it was operated without a lot of complaints. What happened? 1998 was the proper time to complain and submit an appeal. What happened?

I'm sorry that some people are unhappy, but it seems most are OK with the Retreat and if they are happy because they happen to work for the retreat, isn't that a good thing?

Sincerely, Scott Garrett.

County Attorney Maike Garcia: Since it's an appeal, I should give the appellant 3 minutes rebuttal since they have the burden of persuasion.

Charlene Brown: Yes, I would like to address the point that the Dudley's brought up about us, for not being able to purchase the Apple Ranch. Scott had been really pushing us to purchase that property and he provided us with an appraisal, that we reviewed and

realized that he was asking way too much money for what was there. That's why we elected not to purchase the property. The other thing about Mr. Gemmer, I know you presented some facts about law and stuff. I don't know if you're a lawyer, but I don't think those have an application here. Maybe the lawyer can talk about that, I don't know. This is not about the great things that they do. Which is wonderful. It has to do with the permit and what is being allowed to do. They have had events and weddings in the past. But I can guarantee if this is approved, they're going to want to have a wedding every night. If they could, with amplified music and noise, and we don't want that in our community.

County Attorney Maike Garcia: Chair, Commissioner. If you all don't have any questions for the applicant or the appellant. You can close the floor.

Chairman Schwebach: Let close the floor. That concludes the Public Comments on that. I agree this is not a popularity contest. This has absolutely nothing to do with people coming in here, patting each other on the back. With that being said. I appreciate it when residents come out to show how good a business is. The facts show that this business was operating under our zoning, clearly. We can't control traffic on the roads. We can set speed limit signs, we can patrol it, but it's up to the individual. It doesn't matter where they're going, whether it's going to a business or anywhere else. It's up to the individual and how they conduct themselves. That's not the only road that we have drunks and speeders in this County, so that's a non-issue to me. The fact that Manzano Mountain Retreat is doing a good job with their business and looking to expand it and not really change, and correct me if I'm wrong, not change their special use permit. Simply making sure it's on the up and up.

Planning and Zoning Director Don Goen: That is agreed. Through business development, there is more activity than there have been at times in the past. That's what businesspeople do.

Chairman Schwebach: When you take all of the opinions out of this? The fact of the matter is they haven't changed what they've done. They have simply attracted more business. Which is good. Part of the County is on business, as far as the road is concerned. It is to make sure it facilitates businesses. That is part of what infrastructure does. That's what we're looking at in the entire County. To me, this is honestly a non-issue. I'll make a motion to uphold P&Z's decision to keep the permit.

Action Taken:

Chairman Schwebach: Made a motion to uphold P&Z's decision to keep the permit.

Commissioner Jaramillo: After reading all this that I was in my packet, I read the whole thing. I have total faith in Don Goen as our P&Z Coordinator, and I rely on his expertise in all of this. We don't have that much economic development, especially in the mountain areas. So economic development, this is a big issue in Torrance County, especially my District, District 3. I am concerned about safety, and the road going up there. If we can help in any way as a County to make sure it is safer.

Commissioner Jaramillo: Second the Motion.

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

Chairman Schwebach: Made a motion to go back into regular session.

Commissioner Jaramillo: Second the Motion.

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

Enter back into regular session at 11:02AM

12. ADOPTION OF ORDINANCE/ AMENDEMENT TO COUNTY CODE- NONE

13. ADOPTION OF RESOLUTION

A. FINANCE: Request Approval of Resolution No. 2025-25 A Resolution Authorizing Budget Adjustments to the FY2024-2025 Budget.

Deputy County Manager Misty Witt: Most of these budget adjustments are going to be to our revenue line items and our special funds. It's just required cleanup for end of year, so we avoid any audit findings as far as budgeted revenues, there were two items that were expenditures, one being the Estancia Valley Solid Waste, one being the fire stipends, and one before the law enforcement retention bonuses.

Commissioner Jaramillo: So, these are adjustments after the fact after we approve the interim budget?

Deputy County Manager Misty Witt: Most of this is the revenue that we received above and beyond what we budgeted for.

Commissioner Jaramillo: This is the actual numbers before the final budget. That's why the adjustment is here.

Deputy County Manager Misty Witt: That is right for our current FY25 budget, so these are necessary so we can closeout FY25.

Action Taken:

Chairman Schwebach: Made a motion to approve Resolution No. 2025-25 A Resolution Authorizing Budget Adjustments to the FY2024-2025 Budget.

Commissioner Jaramillo: The only reason why I ask this is because of our discussion about the money for the Clerk's books that wasn't rolled over because of some misunderstanding. Is there any way to add that to this budget.

Deputy County Manager Misty Witt: No Ma'am, this for FY25.

Chairman Schwebach: To address that question. We are going to roll that over.

Deputy County Manager Misty Witt: We are going to try to request that from DFA.

Commissioner Jaramillo: Is that in the process right now, asking DFA to roll that over?

Chairman Schwebach: Correct, and that'll be in next year's budget.

Commissioner Jaramillo: For the Clerk's budget and rolling it over. When will it be decided?

Deputy County Manager Misty Witt: We will be coming back before you in July.

Commissioner Jaramillo: Second the Motion.

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

B. FIRE: Request Approval of Resolution No. 2025-26 A Resolution Repealing Resolution No. 2025-14 Removing a Declaration of a Fire Danger Emergency and Burning Restrictions.

Torrance County Fire Chief Gary Smith: We'd like to remove the burn ban that was in place for the holidays that are coming up with all the weather we've gotten. We're kind of stepping in line with what the Sandia, Mountainair Ranger districts have done. They've reduced to stage 1 restrictions, so we'd like to do it, keep a close eye on it. See where we go after all this rain? I think we're good to do it now.

Chairman Schwebach: Just for clarity, what does it mean when this ban is removed? What is the ordinance for burning like when we get through? Does that mean anybody can burn anything on their property at any time? What does that mean?

Torrance County Fire Chief Gary Smith: Usually, it's a two-by-two pile. They've got to be in some type of fireplace, some type of open flames. We can break it into the stage restrictions where we use only propane or some type of accelerant. But this would just be allowing people to burn and specifically trying to get people to be able to go out.

Chairman Schwebach: Is there a lot of ranchers, farmers who burn at their site house and they want to burn with or without this ban in place, who do they need to contact? The fire department and ask, "Can I burn it."

Torrance County Fire Chief Gary Smith: Yes, they just contact the dispatch center and inform them when there's open burn day and not and as we expand, we'd like to actually put an automated burn line that someone can call every day. Can I burn now? Can I not burn now?

Chairman Schwebach: That would be good, because I mean that is something a lot of people are talking to me about.

Action Taken:

Chairman Schwebach: Made a motion to approve Resolution No. 2025-26- A Resolution Repealing Resolution No. 2025-14 Removing a Declaration of a Fire Danger Emergency and Burning Restrictions.

Commissioner Jaramillo: Second the Motion.

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

14. APPROVALS/ACTION ITEM

A. MANAGER/FIRE: Request Approval of Amendment No. 1 to the Collective Bargaining Agreement Between Torrance County and the Professional Firefighters of Torrance County, Local 5441.

County Manager Jordan Barela: Thank you, Mr. Chair. So, this is the First Amendment to the contract between Torrance County and the Torrance County Fire Union. The initial agreement was reached on March 12th, we had set up the agreement in a way where economic openers, contract negotiations would occur starting at the end of February. So, any changes could be incorporated. As part of

the budget process and so with this contract amendment, it really serves 3 purposes. One, it implements a longevity pay scale for bargaining member units. That would be Firefighter EMT's, Basic EMT, Intermediates, Paramedics and Lieutenant Paramedics. With the longevity pay scale there would be 4 steps associated for the 1st 10 years of employment. Within those marks three years, four years they would get an incremental increase, and the intention of that is longevity. I'm currently working with our staff; we only have one employee who is not on Step 1. So, one thing in terms of talking to the bargaining unit as well as the Fire Chief retention is significant. In alignment with that, it changes the PERA rate plan for the Fire Department from a Municipal plan to a Fire Plan 3. You know that is very significant for our current employees, but also very beneficial to the department in regard to recruitment. They would be adding most of the time, five years to their retirement by coming to work here and whether it was a position such as the Chiefs level or a regular Firefighter, that is certainly a concern of people who are interested in coming to Torrance County. So, this will move them to the Fire plan, which would shorten the retirement window in alignment with most of the other is. And lastly, this agreement would amend the leave accrual rates for the Fire Department. Currently, Firefighters are accruing leave at a rate conducive to an Administrative Employee working 40 hours a week, generally speaking under a fire schedule, they work about 20% more hours than an Administrative Employee, so the accrual rate schedule was adjusted to account for that 20%, so they accrue leave out of 20% higher rate because they're working 20% more hours per pay period. And those are the changes proposed today.

Commissioner Jaramillo: I didn't know that you could opt out of being in the Union. What happens to those people that aren't in the Union?

County Attorney Maike Garcia: It kind of depends on which question you're asking, which part of it, but they're all still under the same PERA plan.

Action Taken:

Chairman Schwebach: Made a motion to approve Amendment No. 1 to the Collective Bargaining Agreement Between Torrance County and the Professional Firefighters of Torrance County, Local 5441.

Commissioner Jaramillo: Second the Motion.

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

B. DWI: Request Approval of a Memorandum of Understanding Between Torrance County and the New Mexico Department of Public Safety for the Local DWI Grant Program for FY26.

DWI Program Coordinator Myra Luna: We are requesting approval of the memorandum between Torrance County and New Mexico Department of Public Safety for the DWI grant for fiscal year 2026.

Action Taken:

Chairman Schwebach: Made a motion to approve a Memorandum of Understanding Between Torrance County and the New Mexico Department of Public Safety for the Local DWI Grant Program for FY26.

Commissioner Jaramillo: Second the Motion.

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

C. DWI: Request Approval of a Memorandum of Understanding Between the Torrance County and the Town of Estancia Police Department Under the Torrance County DWI Program to Work Towards Reducing the Number of Alcohol-Involved Crashes in the Town of Estancia for FY26.

DWI Program Coordinator Myra Luna: I'm requesting approval of the memorandum with the Town of Estancia for the DWI program.

Chairman Schwebach: I would like a little more explanation on this.

County Manager Jordan Barela: This MOU would allocate overtime money through the DWI program for DWI related activities in the Town of Estancia. Pursuant to the MOU, they're not to exceed \$1,500. We generally execute those to the municipal law enforcement agencies to increase the program parameters within the County.

Commissioner Jaramillo: So, the Town of Estancia doesn't cover nights, right? Would the Sheriff's Department be covering issues after what time?

County Manager Jordan Barela: For the exact hours, I think it is 10:00 PM. The Sheriff's Department is currently handling emergency calls for services in the Town when Estancia PD is not available, which is after 10:00 PM. This would be specific to overtime hours. For example, outside of the regular working hours for law enforcement officers in the Town of Estancia. If they wanted to come in on a weekend night at 10:00 PM to midnight to execute DWI saturation patrol, things along those lines, they could charge the DWI program not to exceed \$1500 through the fiscal year.

Action Taken:

Chairman Schwebach: Made a motion to approve a Memorandum of Understanding Between Torrance County and the Town of Estancia Police Department Under the Torrance County DWI Program to Work Towards Reducing the Number of Alcohol-Involved Crashes in the Town of Estancia for FY26.

Commissioner Jaramillo: Second the Motion.

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

D. DWI: Request Approval of a Memorandum of Understanding Between the Torrance County and the City of Moriarty Police Department Under the Torrance County DWI Program to Work Towards Reducing the Number of Alcohol-Involved Crashes in the City of Moriarty for FY26.

Chairman Schwebach: Same thing, different city.

Action Taken:

Chairman Schwebach: Made a motion to approve a Memorandum of Understanding Between Torrance County and the Town of Estancia Police Department Under the Torrance County DWI Program to Work Towards Reducing the Number of Alcohol-Involved Crashes in the Town of Estancia for FY26.

Commissioner Jaramillo: Second the Motion.

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

E. DWI: Request Approval of a Memorandum of Understanding Between Torrance County and Waves Behavioral Health to Provide Counseling and Comprehensive Community Support Services for Uninsured Individuals Referred by the Misdemeanor Compliance Officer for FY26.

Chairman Schwebach: explain this one to me.

County Manager Jordan Barela: This is for people that have behavioral health issues, substance abuse issues. We have a couple of MOUs in place with service providers in the Albuquerque area. Through Misdemeanor Compliance and the DWI program. This makes resources available where individuals without insurance can be referred to getting those substance abuse or behavioral health services. It's a direct referral made through the program, and we formed these MOUs because we don't have a local service provider. Waves is one of those organizations that we've been referring individuals to for these types of services for some time.

Commissioner Jaramillo: Do they have to go to Albuquerque to do this?

DWI Program Coordinator Myra Luna: No, they go to Edgewood. If they have a conviction, they have to do an assessment. They are able to do those assessments there. Pinwheels can do it over zoom.

Action Taken:

Chairman Schwebach: Made a motion to approve a Memorandum of Understanding Between Torrance County and Waves Behavioral Health to Provide Counseling and Comprehensive Community Support Services for Uninsured Individuals Referred by the Misdemeanor Compliance Officer for FY26.

Commissioner Jaramillo: Second the Motion.

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

F. DWI: Request Approval of a Memorandum of Understanding Between Torrance County and Pinwheel Healing Center, LLC to Provide Substance Abuse Treatment Services to Uninsured Individuals Referred by the Torrance County Misdemeanor Compliance Officer for FY26.

Commissioner Jaramillo: This is the same thing as the other. They can get counseling in Edgewood also

DWI Program Coordinator Myra Luna: No, they are located in Rio Rancho, but they are able to do it over video or zoom.

Action Taken:

Chairman Schwebach: Made a motion to approve a Memorandum of Understanding Between Torrance County and Pinwheel Healing Center, LLC to Provide Substance Abuse Treatment Services to Uninsured Individuals Referred by the Torrance County Misdemeanor Compliance Officer for FY26.

Commissioner Jaramillo: Second the Motion.

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

G. DWI: Request Approval of Amendment No. 1 to the Professional Services Agreement Between Torrance County and Gilbert Adrian Ortiz to Provide Services as the Teen Court Coordinator/Prevention Specialist, Extending the Term Through FY26 and Increasing the Total Maximum Compensation by \$48,000.00 (RFP #24-25-001).

DWI Coordinator Myra Luna: I am requesting that this item be tabled for now, because DFA wants a specific language and we're working on that right now.

Action Taken:

Chairman Schwebach: Made a motion to defer Amendment No. 1 to the Professional Services Agreement Between Torrance County and Gilbert Adrian Ortiz to Provide Services as the Teen Court Coordinator/Prevention Specialist, Extending the Term Through FY26 and Increasing the Total Maximum Compensation by \$48,000.00 (RFP #24- 25-001).

Commissioner Jaramillo: Second the Motion.

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

H. PROCUREMENT: Recommendation of Award and Request of Approval of a Contract Between Torrance County and Rebecca Armstrong to Provide Services as the Juvenile Justice Continuum Coordinator (RFP # TC FY25-26-003).

Chief Procurement Officer Kristen Saavedra: I actually have 7 contracts that we are requesting for award. The first one is for the RFP T2526003 to recommend Rebecca Armstrong to provide services as the Juvenile Justice Continuum coordinator.

Chairman Schwebach: How does this all work? Does the committee review potential contractors and makes recommendations?

Chief Procurement Officer Kristen Saavedra: Right. So, they have a score sheet, and they would view each individual proposal that has been submitted. They go through the RFP; they match up the proposal with the RFP and then they score it accordingly. The Evaluation Committee then submits each proposal for recommendation or rejection. I do look at the proposals as well before I give them to the Evaluation Committee, just to make sure that the proposals are responsive. If there are any non-responsive proposals. I then reject them on that basis.

Commissioner Jaramillo: Rebecca Armstrong has been doing this before. It's just a continuation of her work.

Chief Procurement Officer Kristen Saavedra: She was selected by the Evaluation Committee.

Chairman Schwebach: Is this an annual contract, and not a multi-year contract?

Chief Procurement Officer Kristen Saavedra: It's annually. In order for the contract to be renewed, the Commission would have to provide their approval comes July 1st of 2026.

Action Taken:

Chairman Schwebach: Made a motion to approve Recommendation of Award and Request of Approval of a Contract Between Torrance County and Rebecca Armstrong to Provide Services as the Juvenile Justice Continuum Coordinator (RFP # TC FY25-26-003).

Commissioner Jaramillo: Second the Motion.

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

County Manager Jordan Barela: If I could speak on Miss Saavedra's comments about the multiple contracts, just so the Commission's aware of how this is broken up on the agenda. There's one item listed per RFP. So, item 14-H and 14I, there was a single award, so those are going to be recommendations for single awards of contracts. Items J&K. There are multiple awards so there are multiple individuals that were requesting approval of contracts to execute those services, and the approval items are broken up based off the RFP, right. So, RFP item, J, there's multiple contracts on there but that was multiple awards based off of a single procurement, which is why it's written the way that it is.

I. PROCUREMENT: Recommendation of Award and Request of Approval of a Contract Between Torrance County and Flame NM, Inc. (Lyndsi Donner) to Provide Services as the Restorative Justice Facilitator (RFP # TC FY25-26-004).

Chief Procurement Officer Kristen Saavedra: The Evaluation Committee is recommending award to Lyndsi Donner with Flame, New Mexico for the restorative justice facility.

Chairman Schwebach: Do we have multiple contractors that apply, or is it just one? And what are we dealing with?

Chief Procurement Officer Kristen Saavedra: For RFP Juvenile Justice we actually had two that had submitted proposals one of them was rejected due to lack of experience for the facilitator. We only had one submitted proposal, and the Evaluation Committee recommended it for the boys, we had two for the girls, we had three. For the boys and the girls, we have multiple awards. The evaluation committee chose to award all of them. If we had more than three or four, they could have still chosen to award all of them. But what happens is it has the total budget and that ends up getting divided between each contractor.

Chairman Schwebach: They're not limited to a position they're limited to dollars, correct?

Chief Procurement Officer Kristen Saavedra: Correct.

Action Taken:

Chairman Schwebach: Made a motion to approve Recommendation of Award and Request of Approval of a Contract Between Torrance County and Flame NM, Inc. (Lyndsi Donner) to Provide Services as the Restorative Justice Facilitator (RFP # TC FY25-26-004).

Commissioner Jaramillo: Second the Motion.

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

J. PROCUREMENT: Recommendation of Multiple Award and Request of Approval of: (1) a Contract Between Torrance County and Robert Chavez, and (2) a Contract Between Torrance County and FLAME NM, Inc (Sterling Donner) to Provide Services as the Juvenile Justice Boys Council Facilitators Pursuant to RFP # TC FY25-26-002.

Chairman Schwebach: These are so we got the coordinator up here, then we got the facilitator now these are the actual boots on the ground in the classroom.

Chief Procurement Officer Kristen Saavedra: Correct.

Action Taken:

Chairman Schwebach: Made a motion to approve Recommendation of Multiple Award and Request of Approval of: (1) a Contract Between Torrance County and Robert Chavez, and (2) a Contract Between Torrance County and FLAME NM, Inc (Sterling Donner) to Provide Services as the Juvenile Justice Boys Council Facilitators Pursuant to RFP # TC FY25-26-002.

Commissioner Jaramillo: Second the Motion.

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

K. PROCUREMENT: Recommendation of Multiple Award and Request of Approval of: (1) a Contract Between Torrance County and Jessica Love, (2) a Contract Between Torrance County and Serena Ortiz, and (3) a Contract Between Torrance County and FLAME NM, Inc (Lyndsi Donner) to Provide Services as the Juvenile Justice Girls Council Facilitators (RFP # TC FY25-26-001).

Commissioner Jaramillo: Are there two different Categories? Is that why there are different contracts for the same person? Then there's another one here. Why is it split up like that?

Chief Procurement Officer Kristen Saavedra: They're separated for different funding; it's completely separate like the scope of work. It's two different jobs. I don't know if I can request this, but under agenda 14K for the Justice Girls Council Facilitator, it's actually Girls Circle Facilitator.

Chairman Schwebach: You telling me that's a misprint?

Chief Procurement Officer Kristen Saavedra: Yes.

Chairman Schwebach: Please take note. It is Justice Girls Circle Facilitators. Is that correct?

Chief Procurement Officer Kristen Saavedra: Yes.

Action Taken:

Commissioner Jaramillo: Made a motion to approve Recommendation of Multiple Award and Request of Approval of: (1) a Contract Between Torrance County and Jessica Love, (2) a Contract Between Torrance County and Serena Ortiz, and (3) a Contract Between Torrance County and FLAME NM, Inc (Lyndsi Donner) to Provide Services as the Juvenile Justice Girls Council Facilitators (RFP # TC FY25-26-001).

Chairman Schwebach: Second the Motion.

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

L. FINANCE: Request Approval of: (1) a Master Equity Lease Agreement Between Torrance County and Enterprise Fleet Management, Inc for Three (3) Fleet Vehicles, Fleet Maintenance, and Other Services; and (2) Authorization for the County Manager to Execute the Lease Agreement.

Deputy County Manager Misty Witt: This is pertaining to the fleet vehicles that we have spoken about during budget cycle. This is for a pickup truck among other

vehicles that we're going to use for the County Administration Building Staff, those will be shared vehicles. We do have on the line, Christine Spears from enterprise if you have any questions regarding the contract specifically on the program. She would be available to answer. This lease agreement would include those three vehicles and maintenance for all County vehicles. And then also there was some additional services to the vehicles, such as key fobs that could show who was driving the vehicle, things like that.

Chairman Schwebach: So, this removes all maintenance on our vehicles. All we have got to do is get it too where?

Deputy County Manager Misty Witt: We need to take all of the vehicles to an authorized dealer. If it's a Ford, take it to the Ford dealer, Chevy, you take it to the Chevy dealer. What they will do is start negotiating discounted pricing for us for maintenance on all of our vehicles. So not just these three that we lease, but all County vehicles. We should have some saved maintenance costs there as part of their program.

Chairman Schwebach: We're looking at a close dealer to limit travel time and all that stuff.

County Manager Jordan Barela: Yes, as far as I know, Tillery is already in their network, and they are looking at some of the mom-and-pop shops that we do vehicle maintenance with into network as well. The other side of the maintenance component is they actually use that process to complete some data analysis on your vehicles. How old are they? How much are you paying in maintenance cost? What's the value of the vehicle versus the value of maintenance that you're putting? And they redefine those things. You know, if we have a vehicle where we've had \$1,000 repairs and now, we're putting in a \$6,000 transmission and the value of the vehicle is \$3,800. Those are things they start to flag to notify the County of potential processing out of some older and more expensive vehicles.

Christine Spears: I'm sorry. I'm not there in person. But yeah, from the maintenance side of things, those maintenance programs, I mean they really nailed it, but the big thing is the visibility part of it. Right now, the way that you guys are tracking your maintenance, there's not a lot of visibility into how much you're spending on a per unit basis. But those vehicles are going to go to Tillery, for example, to get, let's say they go in for an oil change and the mechanic says, OK, it needs oil change and tires and fluid tops off, and it needs all these maintenance repairs. We have ASC certified techs that are working directly with that shop to negotiate those repairs. So, if it actually doesn't need 2 tires, maybe it only needs 1.

That's another way just to get additional eyes when the vehicles do go in for maintenance and all that maintenance data, whether it's on the leased vehicles with Enterprise or the vehicles that the County currently has. All of that data is going to be pulled directly into that client website. Like Mr. Barela said, you guys will be able to see 2, 3, \$4000 of repairs in the vehicle on 12, maybe it's time that we retire that vehicle. You guys will also have a local account manager who's going to be monitoring that. Again, it's just additional eyes and additional ears monitoring of the vehicles and your spending.

Commissioner Jaramillo: So, the different departments will be scheduling how they use these vehicles because it's a shared vehicle, right?

Deputy County Manager Misty Witt: With three that we're leasing will be a shared vehicle. Ideally, we'll probably do something like the Managers' Office do where they could come in and they could sign up for a vehicle, request the keys they can schedule in advance if they want, they could pop in if it's a last-minute needing and request it. But the manager's Office will probably hold the keys just so that we can ensure everybody has equal access.

Chairman Schwebach: What's the cost of it?

Deputy County Manager Misty Witt: This was the cost proposal that was proposed in the budget, and then Christine, do you have our quote in front of you?

County Manager Jordan Barela: I believe it is in the ballpark of \$24,000 for next fiscal year. \$24,000 plus or minus a few dollars but \$24,000 was the number on the contract.

Chairman Schwebach: That includes normal wear and tear maintenance.

County Manager Jordan Barela: Yes, that includes the maintenance services as well as the three new vehicles.

Chairman Schwebach: What kind of mileage are we limited to?

Christine Spears: It's not like a traditional lease where you have mileage penalties or damage, penalties, wear and tears. It's nothing like that. We estimated that you guys are going to go about 10,000 miles a year, but if you go more, that's fine. If you go less, that's fine. We put them all on a five-year hold, but it's an open-ended lease. So, if we look up at Year 3 and you guys are like we're ready to get out of this. Vehicle we can term early or vice versa, we may look up at Year 5 and you're

like we went less miles than we anticipated. Maybe the resale market isn't super strong. So, we can always extend the lease as well.

Chairman Schwebach: This lease is for how long?

Christine Spears: So, we put everything out of a five-year term. So, all three of these initial vehicles are on for 5 years, but it doesn't mean we can't term out early. It doesn't mean we can't extend out, that's just based off of what your mileage patterns are and what the buy is. We break it down to what the optimal time to hold it is just based off of the current industry, but it's flexible.

Chairman Schwebach: What type of vehicles are we looking at?

Deputy County Manager Misty Witt: We have one pickup truck. We have one SUV that's all-wheel drive and one smaller car.

Christine Spears: For the pickup truck, we have a 2026 Chevy 1500 Crew Cab 4x4, then we have a 2026 Chevy Equinox for that's an all-wheel drive mid-size SUV and then we have a 2026 Chevy Trax that's more like small compact SUVs. That's a front wheel drive.

Chairman Schwebach: You'll put labels on them and all that stuff.

Christine Spears: Absolutely.

County Manager Jordan Barela: We did ask a number of questions related to that, Mr. Chairman and not part of this lease agreement, but even things such as Sheriff's Office patrol vehicles can be incorporated as part of this lease agreement moving forward. So, it is pretty wide expanding in terms of what modifications you can make to a vehicle, what decals you can put on them and still incorporate them as part of the lease.

Chairman Schwebach: I think I'm good with it.

Deputy County Manager Misty Witt: We also want to mention that this is an open-ended equity lease, and Christine can explain that a little bit more, but we do get equity back at the end of this term. So, whatever the resale value of the vehicle is, we get that equity back to either apply it to a new vehicle that we would like to lease or to get it returned to the County.

Christine Spears: I just want to touch base on the equity part of it. The big part is we want to help you guys find the optimal time to replace your vehicles. When we're replacing them, that's why we put it on a five-year hold, because that is the optimal time. As for all of that equity, we're going to sell these vehicles on your behalf and all of that equity, like Misty said, is going to get funded. Either into a new vehicle or you guys can take it and put it back in your general fund.

Action Taken:

Chairman Schwebach: Made a motion to approve (1) a Master Equity Lease Agreement Between Torrance County and Enterprise Fleet Management, Inc for Three (3) Fleet Vehicles, Fleet Maintenance, and Other Services; and (2) Authorization for the County Manager to Execute the Lease Agreement.

Commissioner Jaramillo: Second the Motion.

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

M. FIRE: Request Approval of an Unauthorized Purchase in the Amount of \$803.96 to AutoZone for Vehicle Batteries Used for Two (2) Chevy Tahoe's.

Torrance County Fire Chief Gary Smith: This was kind of a mix up on our end, ultimately my problem. I didn't realize that batteries are going to cost \$800 bucks. We had an open PO at AutoZone, but our limit is \$500.00. So, we needed 2 batteries for each Tahoe, that's why it exceeded that \$500 mark. We understand what needs to be done with that now. I had no idea there were two batteries that are needed in each Tahoe.

Chairman Schwebach: So, it's a 2-battery system.

County Manager Jordan Barela: These two are not new vehicles to the County, but new vehicles to the Fire Department. They were transferred from the Sheriff's Office to the Fire Department and the Fire Departments trying to find a way to deploy them on the EMS side.

Action Taken:

Chairman Schwebach: Made a motion to approve Unauthorized Purchase in the Amount of \$803.96 to AutoZone for Vehicle Batteries Used for Two (2) Chevy Tahoe's.

Commissioner Jaramillo: Second the Motion.

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

N. MANAGER/EVSWA: Request Review and Potential Approval of Amendment No. 5 to the Lease Agreement Between Torrance County and the Tajique Land Grant for Property Associated with the Tajique Transfer Station, Extending the Term Through June 30, 2026, and Increasing Monthly Rental Payments by One-Hundred Dollars (\$100.00) Per Month.

County Manager Jordan Barela: Our current lease agreement with the property where the Tajique transfer station is currently located, is set to expire at the end of this month. Amendment #5 indicates there's already been four amendments to this lease agreement, each one which has extended the term of the lease to an additional year. The property is actually owned by the Tajique Land Grant, so that would be the landlord. Pursuant to the lease, they have provided us with a proposed amendment which would increase the monthly rental payments on the property from \$300.00 per month to \$400.00 per month as it relates to the transfer station itself, Director Cabber with Solid Waste is here and I believe somebody from the Land Grant is here as well.

Chairman Schwebach: I actually have some questions about this.

Executive Director Danette Cabber: I'm from the Estancia Valley Solid Waste Authority. Can you give me that question again?

Chairman Schwebach: Are we renewing the lease on the same property? Are we talking about moving it to a different property?

Executive Director Danette Cabber: I went with the manager, Jordan. We went out to look at properties. We're OK with where it's located. I think the newer property is going to be a little bit more if I'm not mistaken. That's going to be more acreage that we don't really need.

Chairman Schwebach: We don't have to worry about moving equipment. So, we're looking at a one-year lease, how long do we have this lease?

County Manager Jordan Barela: I'm imagining a minimum of five years that we've had it. With the annual renewals it could have been longer if we entered into a whole new lease.

Chairman Schwebach: So, we're just leasing land to put our equipment on there. Is that correct? It's all Solid Waste, not Torrance County.

Executive Director Danette Cabber: Correct.

Commissioner Jaramillo: And this is just for one year. Are they willing to go another year after this, or are they wanting us to move?

County Manager Jordan Barela: So as proposed, it's the initial year, and generally with the lease terms, we will do annual extensions and it's really a two-way street. The Land Grant may have other opportunities in terms of what they want to do with the property, and the County and Solid Waste may find another location. Which is why my suggestion would be not to necessarily lock in a long-term lease. It is common practice to do annual renewal on these leases to make sure that everybody's still comfortable with the location and the terms of the agreement.

Commissioner Jaramillo: I got a call on this, and I think they're thinking that they want to move this, after this year's contract. So where is this other property that you're thinking you might move it?

Executive Director Danette Cabber: We went and take a look at Tecolote Loop area which is still owned by the Tajique Land Grant. It's four acres, if we do decide to occupy 2 acres of it. However, that's quite a bit.

Chairman Schwebach: How much acreage is the property in the Northern?

Executive Director Danette Cabber: I want to say about two acres, one maybe.

Commissioner Jaramillo: Is there any way of splitting those four acres in that area.

Chairman Schwebach: It's not our decision. It's up to the Land Grant because it's all Land Grant property.

Chairman Schwebach: Did they give us an offer. On the other property.

County Manager Jordan Barela: Mr. Chair, we did not get a formal offer, but there were some initial discussions, as we were discussing this lease and knowing that this is the second busiest transfer station as far as traffic. The Land Grant did say they purchased a new parcel right outside of town on Tecolote Loop, and it was about four acres and the potential there to divide that. Which is why Director Cabber, and I went out there just to take a look, to see what the property was like, and to see if it would work better for the operations of the Solid Waste Authority. But the price side of that hasn't been discussed. There were some discussions about the potential to lease an acre or two acres of that particular parcel.

Chairman Schwebach: So, we didn't go and have negotiations?

County Manager Jordan Barela: Yes, it was just looking at the property. We wanted to see if it met the needs of the Solid Waste Authority, or if there were some provisions, grading trees, things that were a little bit prohibited, even just the location of it, to make sure that it was adequate for their services.

Chairman Schwebach: That's a conversation to have possibly within this year.

Land Grant President Andrew Gutierrez: I finally figured out zoom. This is Andrew Gutierrez Land Grant President. I've kind of heard your discussions in and out while I was figuring it out, but I'll answer any questions if needed.

Chairman Schwebach: I'm glad you're on air now. Do we lease all of all of the stations? Does Torrance County or is it kind of a hodgepodge between Solid Waste either owning property or leasing the property?

Executive Director Danette Cabber: Yes, you guys' own certain properties that we utilized.

Chairman Schwebach: What property are the County leasing on behalf of Solid Waste?

Executive Director Danette Cabber: The only property you guys are leasing on behalf of us is Tajique. because we pay directly for our station. We pay directly for our northern station and then we of course on central and then we own the one in Duran. Then you guys' own Indian Hills and Hills and Valleys that we have our stations on.

Chairman Schwebach: Andrew, this is a question for you because I know this has come up in the past because this is the one right by the Community Center, correct?

Land Grant President Andrew Gutierrez: Yes sir.

Chairman Schwebach: Because of the traffic and everything else, do you think at a different location would benefit you or are you guys thinking that the other location would be good?

Land Grant President Andrew Gutierrez: Three years ago, we did a three-year extension hoping that the location would be changed. In our efforts to change location, we've purchased 4 acres. We fenced it and we put what we've kind of established a road going in there. Gravel with base course foundation to kind of start the process. We've invested about \$50,000 into that property. Designating whether the County or Solid Waste would want to get into a lease agreement, proposing that the property would be for a potential lease to the Solid Waste Authority or to Torrance County to move that transfer station. In good faith, the Land Grant has allocated that land for that purpose, unless the County or Solid Waste says we're not interested, then we'll move on with that property on doing something else.

Chairman Schwebach: Has that been proposed to the County?

Land Grant President Andrew Gutierrez: When we purchased that property after closing, I got hold of the previous County Manager, Mrs. Barela, and I let her know that the Land Grant has made on purchasing and we're allocating that land. Since then she's left. I don't know where the conversations have gone from when she's left and transitioned to. So here we are today.

Chairman Schwebach: So, Andrew, we have no idea what it would cost. What you guys are proposing or anything on that other land.

Land Grant President Andrew Gutierrez: No, and we're not going to know. Our intention isn't to force the County into an agreement if they don't want to, if they don't need all four acres cool, they don't need all four acres. If they need an acre, we'll lease an acre. If they need a half-acre 2 acres. If they need all four, that's up for negotiations. The Land Grant knows the importance of having the transfer station in the area. The Land Grant doesn't want neither does the County want the trash all over the area, down dirt roads and stuff. We are up for negotiations with the County, if they're interested in that, or Solid Waste. Whoever would be interested in leasing that property. It would be for a long-term lease. Just from a business standpoint, I know the investment that it would cost to move that. So, a short-term lease wouldn't

be fair to whoever leases it, it would be fair market and a long-term lease for the return on the investment would be fair for both parties. So just kind of letting you guys know where we're at, and if the County finds property elsewhere then we're good with that.

Commissioner Jaramillo: So, Andrew, what are your feelings about where it's at?

Land Grant President Andrew Gutierrez: It's right behind our Community Center and we've been trying to get that thing moved for the past three to five years. We've talked about it, it comes up for renegotiations on the lease. There's some traction on it, and then all of a sudden it goes to the waste side and there's no traction on it and here we are again.

Chairman Schwebach: Andrew let's just settle this now. One, we need to move forward with this lease, and I'm looking at this good faith effort to relocate. I'm assuming we can terminate this lease at any time. Is that correct?

Land Grant President Andrew Gutierrez: Yes, it's termination at any time for both parties. That's why we didn't change any of that language.

Chairman Schwebach: Upon approval of this, I want to go into direct negotiations with the Land Grant and solve this once and for all. In the meantime. I want this on the next agenda for Solid Waste to discuss this.

Executive Director Danette Cabber: OK

Action Taken:

Chairman Schwebach: Made a motion to approve Request Review and Potential Approval of Amendment No. 5 to the Lease Agreement Between Torrance County and the Tajique Land Grant for Property Associated with the Tajique Transfer Station, Extending the Term Through June 30, 2026, and Increasing Monthly Rental Payments by One-Hundred Dollars (\$100.00) Per Month.

Commissioner Jaramillo: Second the Motion.

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

O. GRANTS: Request Review and Potential Approval of a Memorandum of Understanding Between Torrance County and Valencia Shelter Services for Domestic Violence Services in Torrance County for FY26.

County Grants Administrator Luke Fields: I want to take care of some housekeeping business. With us in the audience and my replacement for the Grants Department, Jody Cornwall. She comes to us from the USDA of Mountainair. She was on the other side of the wall at the Clunch Pinto. Actually, she visited with Commissioner Jaramillo when she was looking at a reduction in force over there, and Commissioner Jaramillo, who invited her over to the County, so that's how we got her. She's an excellent asset to the County. In addition to that, we have some legends in the audience. Amanda Lujan is my predecessor, and County Management as well. I'm very happy she's here today because I really don't know a ton about Valencia Shelter Services, so I'll be referring to her. This is one of our grants that we contract out to Valencia Shelter Services and this is a renewable agreement. This agreement has been in place for three years. I will stand for questions. If you have any questions.

VSS operation director Amanda Lujan: I'm Amanda Lujan, former Grants Administrator. I would like to introduce our Executive director, Stephanie Wood, our deputy Director. Catalina Nunez and our Torrance County Advocate Sydney Olivas

VSS Deputy Director Catalina Nunez: Good afternoon, everybody. I want to start off with just some of the numbers that we've had for the past year here for Torrance County residents. We were able to service 98 clients with 826 home services. Out of those services, we were able to see 14 clients in our Child Advocacy Center, which three of those were forensic interviews for children who were disclosing any type of abuse. Through our legal advocacy, we seen 19 clients with 33 contacts. Crisis intervention with 40 clients with 56 contacts. We waited to see four clients for 13 sessions of counseling. More advocacy that we did besides the legal advocacy would be on 90 clients with 305 sessions that we did contact for them. For our family peace initiative program that is also called the battery intervention program, we have 8 clients with 133 group sessions for them. We had 10 clients in our emergency shelter. One of those clients moved on to permanent housing, who is currently housed for the next two years through our housing program. We were able to do 1 domestic violence medical examination for a Torrance client. And were able to provide 23 transportation services for Torrance County clients. Out of those clients served, we were able to get clients from Edgewood, Estancia, Encino, McIntosh, Moriarty, Mountainair, and Torreon.

VSS Executive Director Stephanie Wood: Thank you, Catalina, for giving us a overview of what services look like over the years. And I do want to stand for any questions or comments for us today.

Chairman Schwebach: What's the bag for?

VSS Executive Director Stephanie Wood: The bag is what we call our crisis intervention response bag. Those are usually in the back of a law enforcement vehicle, and when they respond to domestic violence calls, they provide the victim with that information. It's intended to look somewhat like trash. It's a separate effort to have safety for the victims so it wouldn't be very outstanding wouldn't be really noticeable for maybe somebody who's perpetrating violence so that they could seek support and it wouldn't cause any safety for them. That's why they're intended to look a little bit like normal everyday items so you wouldn't see it coming.

Commissioner Jaramillo: So, it's the victim that would be in the car with this.

VSS Executive Director Stephanie Wood: Law enforcement usually responds, and the law enforcement is the one that provide the victim with that information.

Chairman Schwebach: I guess we'll just cut to the chase. We've made improvements in communication here within Torrance County, and actually having an individual here from Torrance County. It was 4 or 6 months ago that the Commission questioned a lot of this MOU. I'll sit here and say I've seen improvements. And I think the most important thing is that the public needs to know is that after talking to officers, this program is working. Can it be improved? Absolutely everyone can. I'm glad you brought this documentation. I look forward to having more of this, more of an understanding and I want to see the training with our law enforcement. Possibly our paramedics. I don't know, that's a question that needs to be asked by our Chief because nine times out of 10. Those are the individuals that they see first-hand, and I think it's crucial that they have the training, the understanding what we're about with having an individual here in the County that's on call that is available. That'll help me quite a bit.

VSS Executive Director Stephanie Wood: I totally understand. Yes, we did talk a little bit about training for first responders on that. We were able to facilitate an emergency response training for Torrance County, and we did have some members of Estancia come to our training and we provided what does VSS do. How does that look? How does it respond? What services do we offer? What is it like really walking them through the other side of what the victim's response truly does look like in hopes that they'll understand that we're a part of their tool belt here that they

get to use and deploy whenever they find someone that they really want it to be for, and how that looks. That was a really successful training that we put on, definitely looking forward to having more participation and. I would say that the first one was successful.

Commissioner Jaramillo: When an incident happens and a police officer is called to the scene, and a person is hurt. Do you come that night whenever it happens, are you there? Do they call you and you come and help the victim?

VSS Executive Director Stephanie Wood: No, they'll call our hot line, the 24-hour access to hotline. We worked through a safety assessment immediately to try to figure out, does this person need the emergency shelter? How does that look? Would that be a hotel stay here? What kind of services do they want? Because sometimes when they call law enforcement, they really just want the abuse to stop at that moment. And so sometimes they're not ready to really be done with that relationship. It's more of an educational safety planning with them. Just the response of leaving and making sure that they know how to access services when they are ready.

Chairman Schwebach: I have a question about that. So, in incidents happening they get this. 9 times out of 10, later the victim thinks about it. That's when they make the phone call. How do you answer the phone? What do you say when you answer that phone.

VSS Executive Director Stephanie Wood: First off, because we get the lethality assessment completed, we have a separate team that will call them 24 hours after the incident, so our hope is that they don't have to call us. Our hope is that we are the first to reach out, we're following up 24 hours after we get the call.

Chairman Schwebach: OK, my question was when they make that call, how do you answer the phone? What do you say?

VSS Executive Director Stephanie Wood: This is VSS, how can we help you. Because you don't know if it's a law enforcement person. We don't know if it's an offender yet, and so we're trying to gauge kind of what the situation is under, so we can respond. That's the hotline.

Chairman Schwebach: I've heard from some of the constituents that they don't make phone calls in the first place. Now they're sitting here. Did I call the right person? Is this who's going to help me? I'm just kind of curious if Torrance County

residents decide no this is the right one, and they never call back. Do you have any idea if that happens?

VSS Executive Director Stephanie Wood: No.

Commissioner Jaramillo: In the contract, it says you're here three days a week. Do you come to Torrance County three times a week?

VSS Executive Director Stephanie Wood: We have a staff member here and if it's for whatever reason we need to deploy some of the Valencia office staff, we can deploy them to the office that we have here. So, we don't have to travel much.

Commissioner Jaramillo: You have an office here? Three days. Where is it Located?

VSS Executive Director Stephanie Wood: If you look at that report, there's a couple of pictures for you to look at. That office currently looks like that right now. You can see the kind of welcoming environment that we're trying to create. We want it to look like you're coming over to somebody's house because it's very New Mexican culture in that way, trying to limit a lot of barriers and making sure that they feel comfortable and they can talk to us because it's really intimate. It's down the street at the old Hope Medical.

Commissioner Jaramillo: You come three days a week and then you schedule a time to come and see you or do you have an ongoing clientele that comes for counseling?

VSS Executive Director Stephanie Wood: They could come for support with resources. They could come because they want assistance with preparing for their order protection hearings. They could come because they need help filling out applications for school. We don't limit what they need support because the point is we're really trying to wrap them and individualize their case. So that whatever it is that they need help with, whatever they're identifying the readiness is. That's where we take our initiative to really try to intervene so that we don't have this cycle continue to happen.

Commissioner Jaramillo: What are the hours of operation?

VSS Executive Director Stephanie Wood: 9-5, three days a week.

Commissioner Jaramillo: What are the days?

VSS Executive Director Stephanie Wood: Tuesday through Friday.

Chairman Schwebach: So, that's four days a week. I thought you said three days a week.

VSS Executive Director Stephanie Wood: In the contract, we say three days a week, but we are trying. To do 4 days.

Chairman Schwebach: So, in the contract it is three days a week minimum, I understand now.

Commissioner Jaramillo: How many people are taking advantage of your services right now? Are they coming regularly to you, and is it showing success? Are the numbers dropping?

VSS Executive Director Stephanie Wood: Yes, the report will show you the number of services that we've provided. When we attached the numbers in that way, it's hard because right now we're trying to just support what has been a need for a really long time. We anticipate that the numbers will go higher before they can go down. We're opening the doors to them understanding, then it will start coming through word of mouth. Say this place really helped me. They'll be able to help you. And they're very similar. Track to what we've seen in other communities.

Commissioner Jaramillo: The secret is for the person who's being victimized is to leave the situation totally unknown.

VSS Executive Director Stephanie Wood: It depends, really on each individual situation. It depends on what they want out of it. It depends on where they want to go. Sometimes it's not so simple. Sometimes there's children involved, sometimes there's Court related visitation that they have to share. So, it's all about what's going on in this person's mind and trying to think about how we can employ safety mechanisms. So, if you do have to exchange your child with this other party, are we doing it in public places so that we know that we're safe? Do you have 911 ability to where you know you have a phone? Do you have access to those things? All about that. Sometimes I think a lot of the clients on that list aren't ready to leave yet, and so we're working with them. I wouldn't say like in secret, but kind of to where they're getting things ready to be able to leave if they want to. A lot of them try to come to us to support the abusive person who is seeking support also. So that's where we have our Family Peace Initiative to offer.

Commissioner Jaramillo: You offer that too, for the one that's abusing?

VSS Executive Director Stephanie Wood: Yes, we're really just trying to do it in a whole wrap around family picture.

Commissioner Jaramillo: Well, that's good.

Chairman Schwebach: Do you find that the majority of your calls and individuals substance abuse is involved somewhere within the family?

VSS Executive Director Stephanie Wood: Alcohol usually seems to be the one that we do pick up on a lot, but the newest, and I think all of us in this room have heard this before, is for the last five years in my career. I've been able to see that fentanyl is on the rise more and more and now.

Chairman Schwebach: That's clear across New Mexico, not just here in Torrance County.

VSS Executive Director Stephanie Wood: I'm not saying that it is, but those are the two elements that when it comes down to substance use.

Chairman Schwebach: When you're talking about numbers, I have the tendency to agree. You'll see the numbers go up and it will correlate with officer calls, domestic violence calls going up. And then if it's working, those calls will start going down and then your calls will follow up again. I don't think we're at that point yet where even the calls aren't being made to begin with.

Commissioner Jaramillo: So, do kids get to come with their moms to this or whoever's being abused?

VSS Executive Director Stephanie Wood: Yes, and the other thing that we offer through the Child Advocacy Center is that usually when domestic violence is prosecuted, it's prosecuted by the uniform officer who is the one that's doing the investigation. Not necessarily like a detective. We offer domestic violence child witness interviews for kids to really try to figure out what's happening in that home. If the victim isn't willing to prosecute, and that's trying to get into an evidence-based prosecution. If the victim isn't ready to prosecute and the DA's office decides that they would like to, based on community safety, then we are able to ask those kids what's been going on in your world and get that disclosure on tape for prosecution or law enforcement for the case.

Commissioner Jaramillo: Because they could be abused too.

VSS Executive Director Stephanie Wood: Yes.

Chairman Schwebach: If we could have an introduction to our individuals, I'd like that and then we'll move on.

VSS County Advocate Sydney Olivas: I am Sydney Olivas, Torrance County Advocate.

Chairman Schwebach: Welcome. Do you live here in the valley also.

VSS Executive Director Stephanie Wood: Thank you. Yes, I live here in Estancia.

Commissioner Jaramillo: How long have you lived here?

VSS County Advocate Sydney Olivas: For almost two years.

Commissioner Jaramillo: Thank you so much. Thank you for all that you do. Thank you all of you.

Action Taken:

Chairman Schwebach: Made a motion to approve Request Review and Potential Approval of a Memorandum of Understanding Between Torrance County and Valencia Shelter Services for Domestic Violence Services in Torrance County for FY26.

Commissioner Jaramillo: Second the Motion.

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

15. DISCUSSION/PRESENTATION

B. MANAGER: Discussion Regarding a Potential Agreement Between Torrance County and the Estancia Valley Solid Waste Authority

County Manager Jordan Barela: We just wanted to have a preliminary discussion with the board regarding the agreement between the County and the

Solid Waste Authority. The agreement has been expired for some time, and we are working on getting another one drafted together. But it did pose a couple of questions and so currently as it stands. We are using a baseline number of estimated operational costs per month and for that please correct me if I misstate this for County collections pursuant to the agreement. The County provides several locations just like the location we approved. If for some reason there's a shortfall in monthly collections, the Solid Waste Authority comes to the County and the County subsidizes the difference specifically for County collections. Some of the discussions we've had regarding how that process is set up moving forward is potentially using a three-year average of the monthly collections as the baseline rate to determine it. Danette and I have also talked about just using actuals. But the one question that came up through that process specifically when we're talking about potential shortfalls for County collections, is the collection that was evaluated was in 2014. My understanding of what the rates are for County collections. One of the questions that I have for the Commission is that. Especially since the County is subsidizing the shortfall of operations and operational costs have gone up for the Solid Waste Authority. Is there any consideration to evaluate by looking at the current rates and perhaps making a change to that as well in alignment with a new agreement with the Solid Waste Authority?

Chairman Schwebach: I'm just giving you an opportunity before I jump in because we know where this is going really quick.

Executive Director Danette Cabber: I did mention to Jordan that the rates haven't been looked at for almost 11 years. I think in the agreement it was talked about how we would do it, if there was any subsidizing. I like to look at actuals like at the end of the fiscal year, what our actuals are. Right now, I am looking at our budget.

You guys aren't in any rears right now as it stands as the 25th of June, we however have payables that are due today. So that number might change a little bit. When I do the budget, I take the last three years, that's what I think the agreement mentioned, the last three years and then we divide that by four, which is the quarters of the year. I don't like the back-and-forth money being transferred back and forth to the County and then to us, if we could just do it in one.

Chairman Schwebach: When referring to the back and forth, you're referring to the collections and in the rears type things.

Executive Director Danette Cabber: The last agreement stated was that. We would collect \$200,000 a quarter and if there was anything over \$200,000 would

give back to the County and if there was anything under \$200,000, we would collect it from you guys.

Chairman Schwebach: I want to stop you right there. Because this is the same thing, we both hit on. This is the same coverage within that contract that has caused pain and grief for how many years now. The Commission is thinking one thing, the reality of the cost is a different thing. Yes, we're a member of the JPA that Solid Waste has. However, the transfer stations are for the County. That's why we have land for the transfer station. We hired Solid Waste to operate those; we hired Solid Waste to take that to the dump. We get a discounted tipping fee. But Moriarty residents Estancia residents, they don't have access to those stations correct. If they have service.

Executive Director Danette Cabber: They have service, they do have access to the stations, if they purchase a tip ticket, yes.

Chairman Schwebach: We need to make all of that clear, I've sat on that board and I feel that this whole contract is not realistic. In my opinion it is confusing because we also hire Solid Waste to get those collections, but they have no say so on what that amount is. What I would like to evolve in this agreement and future contract is that it's real numbers, monthly. In a month's time frame, if you do \$150,000 worth of services based on how many loads you haul, hours of service for our transfer stations and the number of tons of trash that we take, that's what we owe you. If you collect \$200,000, \$150,000 is applied, \$50,000 goes in the coffers to next month. We get squared every month, and we see monthly real time data on all of that. Vice versa, if you did \$250,000 and you only got \$150,000, we get a bill for \$100,000. That's how I want this approach with real time billable. It is our responsibility to change those prices, and this Commission has to see how much we're subsidizing. Where we can go to the public and say this is what it costs to haul trash. Now, I've been on the book side of Solid Waste and you guys have come under attack time and time again on too expensive, this and that. That's not the case. The numbers that are being presented are listed. I would like the County to be able to manage some services. I don't think it's Solid Waste decision to up play or downplay what we do with our transfer stations, that's up to the Commission. I think we just heard we can close that station up there. I don't think that's realistic because it's one of the busiest ones, but that's an example. That is what I envision with this contract moving forward, because I think it would give Solid Waste better management tools to do things that will give the County better management tools. Just like you said. We haven't raised those prices since 2013. We have to look at it and say. Are we going to raise prices for every resident to pay for this service? Are you going to cut back services and run the risk of more dumping? Are we going to

pull some of that PILT money off to subsidize it? We have to have those answers, and I don't see how to do it unless we get monthly real time cost.

Executive Director Danette Cabber: Reducing services probably might not be an option just because we've seen a flux of intake at our land field. We used to be at 120 tons a day and now we're at 200 tons a day.

Chairman Schwebach: Just coming from the transfer stations?

Executive Director Danette Cabber: Just coming to our landfill.

Chairman Schwebach: That doesn't matter. That's what I want to get away from. What the County needs to manage is the transfer stations getting trashed.

Executive Director Danette Cabber: The Tajique station is our second busiest station. It does see a lot of traffic. Northern, of course, is our number one station that gets the most. But just by taking it we have more pools coming out of the stations, making more trips to the landfill and our girls in the office are setting up newer accounts. That tells me that there's more people moving into our County.

Chairman Schwebach: I just feel that the existing template on the original contract does not do anybody service. I think the public needs to know exactly what it's costing, and what they're getting. That's all I'm asking.

County Manager Jordan Barela: We could certainly do that, and we've also had some discussions. I've been doing some data analysis, looking at that time period specific to the rates. There's a number of ways you can go about it. But if you look at it like the cost of living in factor on the rates between 2018 and 2019, I looked at the area median income. It's a little bit difficult because we're part of the Albuquerque statistical areas. So that's not really good. But if you look at the CPI indicator or Social Security that have gone up, they've gone up 30% since 2018 to current. So, there may be a mechanism in place to set a standard where periodically you're looking at those and evaluating it. Or maybe it's just looking at the operational cost and getting it to a point where you're somewhere in the ballpark of getting those two things to balance. What does that look like as a number? I don't have that number today, but that is something that is being worked on.

Chairman Schwebach: The reality is that every bit of trash that goes in there costs more due to inflation. We were foolish to think we shouldn't look at inflation to take care of the trash. It's honestly that simple, those are the discussions. Thank

you for showing up, it's all there. I got to say, Danette runs a pretty tight ship, when we start looking at the numbers, it's accurate.

Executive Director Danette Cabber: I'll be willing to meet with Jordan at any time. I met with the last manager and showed the numbers. I told him I would show him actuals, and we could go over all those as well.

Chairman Schwebach: I want to get it done this time. It seems like this is falling through the cracks for multiple reasons, primarily on our side, on the County side.

County Manager Jordan Barela: We'll continue to work on that, and we will bring some numbers back. Looking at actual operating costs, what are those rates. What would an adjustment look like? So, you will have some hard data to actually evaluate.

A. GRANTS/MANAGER: Presentation on the 2027-2031 Capital Infrastructure Improvements Plan

Grant Administrator Luke Field: Presented the 2027-2031 Capital Infrastructure Improvements Plan (ICIP)

Discussion was made between Chairman Schwebach, Commissioner Jaramillo, County Manager Barela, Deputy County Manager Witt, and Grant Director Fields to prioritize the ICIP list for 2027 through 2031. This is the list that was recommended during the discussion.

Grant Administrator Luke Field: This is a continuation of basically what we've been discussing about the ICIP for about the past month. These are not any updates that we've agreed on in mission meetings or anything like that. This is basically as it was and that's what I want to go through today, are the changes. I also want to go over the new projects. Some of these came from public comment and as Mr. Ariel said. The first one up here is actually from the project they did where they surveyed about 120 Torrance County residents and that was very common. The last time that we met, I didn't go over the 2031 projects, so I'm just going to briefly mention these. The first one under 2031 is a new EMS Building.

The second one is Water Wells with Storage Tanks, storage tanks for use by the Fire and Road department. And this one is located in 3 or 4 optimal locations where it wouldn't be deep to drill and where it would be strategically located for the Fire Departments. New Mexico 41 Rail to Trail, we have an excellent opportunity there. That is a very expensive project.

Chairman Schwebach: Where did that one come from? What is rail to trail? Wasn't there a concept behind that? Somebody didn't just come up with that.

County Manager Jordan Barela: No, that project has been on the ICIP since I've seen it, but the historical context of it, I haven't seen any documentation related to the Rail Trail.

Grant Administrator Luke Field: Develop Torrance County Parks and Road. That got put on there because of COVID, we're utilizing the public spaces more frequently. My background in outdoor recreation. I would like to push that forward because as Jordan and I discussed, as much as we want to renovate the park, we really do need to look at the road to the park to make sure that it's successful and people can actually use that piece of property that the County owns. Torreon Well and Water System. That's similar to the Abo Water System, and then also the Duran Water System improvement. But that's pushed up a little bit further, I know that the Fire Station in Torreon does have a catchment system and a storage tank there, so that might need to be updated and modified. Mescalero Reservoir Dam Remediation is a shovel ready project that is basically just removing the dam there to decrease the possibility of catastrophic flooding in case the dam fails, and Mr. Goen is actually an expert on that project. If you have questions. And then finally, Municipal Airport improvements, I wasn't aware that there was an airport here in Estancia. I know that over on Allen Ayers, there's an area that is labeled as an airport. But I don't know too much about it other than that.

Chairman Schwebach: With Municipal I'm assuming we're talking about Moriarty. We have an airport operating there.

County Manager Jordan Barela: It has an airport, it's mostly operated for emergency traffic and stuff like that, with just the Municipal Airport. I imagine that's Moriarty too, but it could be either or.

Grant Administrator Luke Field: It was actually Mountainair Airport, and it actually does get use. That's what this one is for. The improvements that are planning to be made would have to be designed by our engineers to be incorporated in with the existing structure.

Chairman Schwebach: Where did that come from?

Grant Administrator Luke Field: It came from Susan Brazil, Town Clerk in Mountainair.

Commissioner Jaramillo: I know they have a helipad out there.

Grant Administrator Luke Field: I do want to go over the new projects as well, like I said, the Behavioral Health Treatment Facility Telehealth, and Mr. Ariel was kind of speaking on that a little bit. That providing behavioral help services may not be a stand-alone structure or clinic. It may be a room with telehealth facilities so that they could speak to a specialist outside of the County. Like we were talking about with Pinwheel where they can do some of that over zoom. Next up here is the Willard Fire Station for us to renovate. Additional TCSO security fence upgrade. We've gone over that with the new building plan. And that's one that's pretty much shovel ready as well. One of the public comments that we got was from an individual who didn't necessarily want to concentrate so much on the new Behavioral Health Facility, but on transportation options for County residents to existing medical and behavioral health providers around the County so they'd be able to access those services.

Next, TC Fairgrounds and RV water hookups came from the County constituent, me, named Luke Fields. This is very similar to what we intend to do at the Mountainair Rodeo grounds. And the Mountainair Rodeo Grounds is a shovel ready project. This one is just an idea because we really are lacking some facilities at the Torrance County Fairgrounds and if we were able to make those improvements, we'd be able to rent out the facility much more frequently and at higher values. In my opinion, that's a project that could eventually pay for itself. Indian Hills Fire station fire suppression system. Scott Cuffey approached me after the initial ICIP meeting and asked me about that because he has mentioned that to the Commission and I felt it was reasonable to put it on. Willard ADA accessible improvement is a request from the Clerk's Office, and very important for us to maintain our voting integrity and make sure that there's equal access to voting. And this final one, Jordan came to me before the meeting. We talked about including it to the ICIP, the Economic Development Plan. But he spoke with the FFA, and it needs to be tied to a project. This was just my knee jerk reaction was that it could easily be placed with turning this building into a business incubator. Though I know we've kind of promised this building.

Chairman Schwebach: There's no promises for this building to anybody.

Grant Administrator Luke Field: Not promised, but there are lots of ideas for uses for this building.

County Manager Jordan Barela: The new projects here, these are ideas that came from staff and from the Community. There's no obligation to add them to the ICIP at all, it is up to the Commission to determine whether or not they think that's a good idea and it should be added.

Grant Administrator Luke Field: Those were the new projects. The next thing I would like to do, is what I kind of realized and what I was messing with the ICIP process, is that everything that is currently listed in the 2027 column. If it's fully funded or if we're not seeking additional funding that can actually stay in 2026, and it wouldn't go into 2027 through 2031 plan. It would still be listed in the ICIP database, but if it's pretty much funded. The best example that I can give you guys. Is the animal shelter improvements that's been fully funded at \$75,000. We're looking at a regional animal shelter, that's a separate project. This one can probably just be moved off and kept in 2026 because that's what we're going to be doing this year with the improvement of animal shelters. And there's a few others that we could possibly leave in 2026, County Fairgrounds improvements would be one or deprioritized. If we put it into 2026, we're kind of saying we're not seeking additional funding, but since some of that is being funded by loans, if we could get a grant to offset those loans, it might behoove us to actually keep it in 2027 but maybe deprioritizing it. But that's really up to you guys also, the County Manager and I have discussed possibly removing this project for the Road Department. Water collection system for fire suppression, just as a backup if we run out of water from other facilities. There are other similar projects such as putting one into the Fire Department or onto other buildings. If this one got funded, I think we'd be a little disappointed that the money wasn't going somewhere else, because if you look at the actual numbers for the square footage that the Road Department building. Our bang for the buck isn't significant, and so that's my only recommendation as far as moving the project would be this one or we could also push it out to 2031 or 2030 as well. That would be the other option. So, I guess the first question is. What will be pulled out?

County Manager Jordan Barela: I just wanted to provide an update to the Commission. The other project that we discussed at the last go round was the roads assessment. Leonard's County Road improvement, it was a \$17 million request. That included a bunch of different roadways on it. Leonard's suggestion from roads was to identify his highest priority road right now, which was Martinez Road. To get that on there as a specific road. with a specific dollar amount and actually phase that in, that would be 1 1/2 million dollars. But rather than asking for blanket money in the amount of \$17,000,000. Fine tune the scope of that to the highest priority needs of the road department right now.

Deputy County Manager Misty Witt: We have the new item listed as Judicial Security Fence, we do have money set aside from the County infrastructure. I think that was intended to be their entrance way to the building, their segregated entrance from the Sheriff's Department

Grant Administrator Luke Field: Is there anything you want to pull off of 2027 to create some space because that's kind of a hot topic area.

Chairman Schwebach: TC Fairground improvements. We want to keep it on, but we need to move it down because we're basically fully funded. Don't want to move it until it's completed. The new County Government Offices Admin Building needs to be on top. That's our biggest deal right now. I'm leaning a lot on the conversation Kevin had, strategically speaking to Legislation. Is that water collection system that's kind of general, what is that referring to?

Grant Administrator Luke Field: That refers to a 20,000-gallon water tanks, wells and pumps at the McIntosh, and Duran Fire Stations, including water collection capabilities.

Chairman Schwebach: For McIntosh and Duran?

Grant Administrator Luke Field: That's what it says.

Commissioner Jaramillo: A well included for them?

Chairman Schwebach: I think we have two separate deals. McIntosh is one project. The fire suppression along with water. When we're talking about the water collection system we are referring to what?

County Manager Jordan Barela: Catching.

Commissioner Jaramillo: Rainwater. You know the Soil and Water Conservation Districts have nice one. They have it on the outside.

Chairman Schwebach: We can apply for that, and I recommend we do that. I'm all about water collection systems. When was the last time you saw a fire pop up in the rainy season. To me that doesn't make any sense to me. We're talking about looking at wells partnering with farmers wells where we have access to high volume of water in a secure location. I think we need to look into that. When you start running with that and have the proper training where we can tap into anywhere from 300 to 1,000 gallons per minute. Now we're talking about real water coverage. Now we don't have a pipeline, but the potential is there. It just has to be identified. I don't know if it's been done anywhere. I think that's something I would like to look into briefly talking with the Chief about. You're not talking about large volumes of

water. You're just talking about a time frame. Are we talking about water collection systems for Duran also.

Grant Administrator Luke Field: That one mentioned the Duran Fire Station, we also have this one down here that we can probably remove entirely. That was the opinion of the County Manager. We completed the water tanks, as we said previously. The other issue with that is what feeds their water system. There is 2.5-inch PVC pipe, but that might not necessarily be the County's purview to address that issue.

Chairman Schwebach: As of right now, it's not as far as I am concerned. Are you good with that Linda?

Commissioner Jaramillo: I'm good with that.

Chairman Schwebach: If they want to come back to the table with another plan, then I'm all for it. With the information we have right now, it does not satisfy me.

Grant Administrator Luke Field: What do you want to do with this project?

Chairman Schwebach: On that one, I think we need to bring it in-house and go to the Water Conservation Districts. Because they have cost share programs for that.

Grant Administrator Luke Field: So, should we remove it from the ICIP or deprioritize it or move it for the future?

Chairman Schwebach: Why was it put up there? Was it trying to find ways to get more water?

Grant Administrator Luke Field: I think so. I think it was just an effort to address the firefighting response in the County and worst-case scenarios.

Chairman Schwebach: The fire station water production system is that of value to be put up here on the ICIP.

Torrance County Fire Chief Gary Smith: This is news to me. Melissa asked me about it. I don't know anything about that, no one's told me about it.

Chairman Schwebach: I would leave it on there, but I would encourage us to go to the NRCS and visit them. It's all about conservation, that sort of thing. But if all of a

sudden, we're shoving a bunch of leaves and stuff into their water systems, plugging up their pumps. I don't think they are going to be very happy.

Torrance County Fire Chief Gary Smith: Wherever we can get water would be beneficial for sure.

Chairman Schwebach: We mentioned partnership with the farmers as well.

Torrance County Fire Chief Gary Smith: Absolutely, I think that would be a great idea.

Chairman Schwebach: I would like something worded in there to pursue that to see what it looks like.

Grant Administrator Luke Field: So almost a firefighting water management plan.

Chairman Schwebach: Plan and implementation, I think. When you start looking at ISO, it's about where water is available. We need to take that plan, on how you want to identify it. Then we need the ability to think outside of the box to do it. The common go to is to put up a bigger tank at our fire stations or put in a water system with hydrants. We have that coming to McIntosh, we have fire hydrants here; we have fire hydrants there. Do we have connection points, similar views, and the ability to tap into at any given time?

Torrance County Fire Chief Gary Smith: I believe we do.

Chairman Schwebach: That's what I see. That's all part of the plan. Then we go outside of here, whether it's Willard, and there's a lot of farm locations in the Euing area, McIntosh, Pumpkin Patch Rd.

Grant Administrator Luke Field: Should we deprioritize that or do you still want that at number 2 in 2027?

Chairman Schwebach: Based on our conversations on the collection systems. I want to home in on what we're actually trying to do, because that tells me we just want to put some gutters and tanks in. I would like that to expand to an overall comprehensive planning implementation for fire suppression, water stations within the County. Somewhere along those lines.

Grant Administrator Luke Field: Then we'll leave it right where it is. I think I mentioned, I'll pull this one off. This will remain in 2026 that was fully funded.

Commissioner Jaramillo: Which one is that?

Grant Administrator Luke Field: That is the Animal Shelter improvements for \$75,000, basically for the Band-Aid for the current location. Next, I know we need more money for it, but the ASK for the P25/700 MHz Public Safety Radio System Upgrade was \$350,000. We have been funded for \$350,000 for FY26. So, just on the surface I would say that this should be pulled off and be kept in 2026. However, we do know that there are additional funds that we need. So maybe this just needs to be modified and maybe even pushed out a little bit. This is funded right now for 2026, but maybe we should put in 2028 as far as additional we're keeping.

Chairman Schwebach: I'll keep that for 2026, and there are additional funds. What do we need the funds for?

Grant Administrator Luke Field: Unfortunately, there was a bit of an organizational error in that. The previous Fire Chief wanted to handle his own upgrade himself, and so the funding was not anticipated to cover every element of Torrance County and the fire services. It was basically for the Fire Departments getting their own, and the \$350,000 was just for the 700-system upgrade. But we're also looking at upgrading the consoles at dispatch to interact with the 700-system.

Chairman Schwebach: All of a sudden that's partially funded.

County Manager Jordan Barela: As the result of the estimate put together. The initial estimate covered all County departments, excluding Fire, because at the time Samantha was putting that together and she was told Fire was pursuing their own grants. Those grants never came to fruition, so now if we add in the radios for the fire department, it certainly lifts up the total cost of the project. So underfunded at this point to include everything we need for the Fire Department.

Chairman Schwebach: I'll move that up.

Deputy County Manager Misty Witt: I think Samantha's estimate for that was about \$250,000.

Chairman Schwebach: Additional?

Deputy County Manager Misty Witt: Yes

Torrance County Fire Chief Gary Smith: We are looking at other options.

Chairman Schwebach: Do you have your own radios?

Torrance County Fire Chief Gary Smith: I don't want to do it on my own.

Chairman Schwebach: I guess that's my question though. Is the system the same system for the Fire Department and everything else?

Torrance County Fire Chief Gary Smith: Yes, along with the Sheriff's Department we're in the same.

Chairman Schwebach: If we take that funds and put them on Fire if we so choose, then partially fund.

Grant Administrator Luke Field: Chief. We have got to keep this up here. I really like that change out system that you're talking about, with keeping the truck and just changing out the box. If we can get that into a 10-year plan and put that on here, I think that would be great.

Torrance County Fire Chief Gary Smith: Yes, and we got lucked out too, that Valencia County Rescue says last week they will swap out that box as well. We can have these rescues for the next 15-20 years.

Grant Administrator Luke Field: So, it probably just needs to stay right where it is. Fire Department comprehensive plan is something we need to push out because we're kind of doing this piece and it might depend a little bit on the eventual consolidation of the districts.

Chairman Schwebach: It needs to stay.

County Manager Jordan Barela: And that is partially funded. We got less than we asked for. I think there's about \$75,000 available for the comprehensive plan.

Grant Administrator Luke Field: Like I've said at the beginning too. There's not a bad idea that's up here.

Emergency Management facility and shelter that's currently funded at \$50,000 for a study. But I think we still need to keep it on here, but it might need to get pushed out because if we were funded for the facility, I don't think we'd be shovel ready.

Chairman Schwebach: We're funded for the study.

County Manager Jordan Barela: We are funded for the study. We're using that money right now specifically to look at the red building in Moriarty, and what capabilities that potentially have. So, if that comes to fruition and the Commission says yes, this is a good idea for the training facility, Sheriff's Office and building, then we can modify that request funding for the facility itself.

Chairman Schwebach: I think that is critical. We need to leave it on there, because this is going for the next session. If we get the planning done.

Grant Administrator Luke Field: We were just talking about Road Department equipment. I don't know how much this has changed based off of what we're doing with leasing the blade. I don't know.

Chairman Schwebach: You can let that stay on there. I resort to what Commissioner McCall said, so we need to listen up. We now have the funds to purchase those blades. If we got some legislature up there and say, I can stomach a \$250,000 blade, here you go. Leave it up there. Just because we're buying it doesn't mean we're not going to ask for funding.

Grant Administrator Luke Field: Restoration and preservation of historical records. That's a \$175,000 request from the Clerk's office. I know it's paperwork, but without the historical backing for these properties, we're kind of dead in the water and we need to make sure they are preserved. I know that Madam Clerk has specifically asked for top 10 for 2027, but that is of course up to you folks.

Chairman Schwebach: I want that in the top 10 but I'm scratching my head. I would like it phased.

Madam Clerk Sylvia Chavez: We actually do have it in phases, and it's in four different phases.

Chairman Schwebach: So that item needs to be continued, but they automatically move over, right?

Grant Administrator Luke Field: Within the project itself, it will live in 2027, but within the project description it has either yes or no for phasing and then it phases it out for the rest of the years. But the project title will remain in 2027. Or we could put it in 2031. Not saying we would, and we could phase it out for five or four years.

Then go forward from there, but that's just how the process works. We're obviously going to keep it in 2027.

Commissioner Jaramillo: If you do it in phases? How much money would you need in the phase, \$175,000?

Madam Clerk Sylvia Chavez: \$175,000 would be the fruition of all the phases.

Chairman Schwebach: The theory is, to say. Somebody like the Legislation say I don't have \$175,000, but I have \$50,000 and I want to work on this to some sort. Perfect. We actually have \$50,000.

Commissioner Jaramillo: OK, I got it.

Madam Clerk Sylvia Chavez: With that preservation, I think it's important for you guys to understand that within the preservation we are digitalizing all of our records. Our records start from 1910 to current. So, the goal is to have from 1910 to current recording available on a computer. As it is now, it's from 1985 to current that we can access on the computer, but anything prior to that has to be done in our vault. That's where our books take the beating.

Chairman Schwebach: \$175,00 will get you all of that.

Madam Clerk Sylvia Chavez: Yes, exactly.

Chairman Schwebach: I would like to move that up. Let's stick it between County roads and P25/700 MHz Public Safety Radio System Upgrade. There's too much potential liability. Especially when we're looking at the growth in the County, and what we're trying to do.

County Manager Jordan Barela: The same process as we go through the Legislature next year, we'll do the same thing we did this year. The Commission can pass a resolution saying we're going to move this into the session, what are our big priorities for ASK. The placement in the years is pretty important, but we can make some changes to the Commission's priorities as we move into the Legislature session.

Chairman Schwebach: I assume the Town of Estancia is still looking at Arthur Park and Lake/Pool improvements. I'll leave it on there.

Grant Administrator Luke Field: 24/7 Urgent Care Facility. We all agree this is important, but this needs to be studied and it might be an emergent priority. I just don't know.

Chairman Schwebach: Why do you want to pull stuff off of 2027?

Grant Administrator Luke Field: There isn't actually a good reason to do it, because the Commission will go in September, October and basically give us our top five.

Chairman Schwebach: My line of thinking, that study right now is going to be applied in 2030. We need to be showing, this is the direction we're going. Which brings us down to the incubator. That one's new. You have an old courthouse. I'm thinking we will move it up because we want to send a message in the direction we're going. I'm doing all the talking here, Linda.

Commissioner Jaramillo: I'm thinking that we need to fix our Fire and Rescue first. Get all of that done. Then we move onto urgent care because we have the basics.

Chairman Schwebach: I want to be tracking it in two different things. I don't want to say; we're not going to do any of this until we get to the fixed fire station. We're going to increase the Fire; we're going to increase our Sheriff. We're going to increase our economic development. We're going to multiple paths. That's why I put them in different categories and what they mean to the County. I want them all there and in it's different sections.

Commissioner Jaramillo: So, you want them all to move forward together?

Chairman Schwebach: Absolutely. If we can ever get to that snowball effect. And we've seen it a little bit in the last three years. That's the snowball effect. Things start moving pretty quick. That's where we want to get to a lot of this to be prepared.

County Manager Jordan Barela: For the things that we're talking about our studies, but our priority getting it up to 2027 is probably a realistic thing because you're talking about the study component that has to happen. Then you talk about the design component that has to happen and then predevelopment and then development. That process is a four-phase process that takes a little bit of time. If you're not starting that process until four years down the road, you're really saying this isn't going to come to fruition for another 8 to 10 years.

Commissioner Jaramillo: Ok. I see.

Chairman Schwebach: So, now the Road Department water collection system. That's just for their building?

County Manager Jordan Barela: Yes.

Chairman Schwebach: For the Fire Station water collection system. I envisioned something more County wide, tie into our ISO ratings. That's what I envision with that. So, I would like for when we finalize this a little bit more detail than what we're actually asking for. Somebody Please remember that because I'll forget.

Grant Administrator Luke Field: We have minutes.

Chairman Schwebach: The New Regional Animal Shelter, that's in the study phase or has there been studies yet? I know there's been talks.

County Manager Jordan Barela: It's in the studies.

Chairman Schwebach: To actually see if it's viable for that needs. I think that needs to be pushed through. When I say push through. It's for the 2027 plan. The final point on that plan will give it a viable concept to pursue. When we start talking regional, we'll need outreach. We need to present it to Edgewood, Mountainair, Estancia, all of them.

Grant Administrator Luke Field: We have been talking about that. We've already built capacity with partnering with these other organizations and even with Torrance County Cares, we had the Moriarty Animal control officer, come out and help us and everybody's in the same boat and everybody's facing the same problems.

Chairman Schwebach: On a selling point, I think we have an ability when you start talking regional, we have things that Edgewood and other places can't offer. So, I think we need to try to account for that.

Commissioner Jaramillo: Such as?

Chairman Schwebach: 1 is our director, 2 is our space, 3 is our County Ordinance. You know when you get into cities? It's a different animal. There's a reason they don't have shelters for them. There's a reason they're calling us to say; can you facilitate for us?

Grant Administrator Luke Field: There has also been discussion and granted it can change overtime. Having the new regional shelter located next to possibly the new Administration Building. Not that it has to happen, but there are options for that. If that were to happen, the idea is kind of a one stop shop. You can stop by and pay your taxes and adopt a cat. So, it would be higher visibility for all the County answers.

Chairman Schwebach: About the Road Assessment. What does that mean?

County Manager Jordan Barela: Depending on how the wording is. I kind of vision that project as like an assessment and a road maintenance plan, which is something we don't have. So, what are our most highly traveled roads, which ones are in the worst condition? So, not only would that sort of give us a general understanding of where the need is. But also from a prioritization perspective, if we're chip sealing something, a plan like that does give you some identification of their qualifying criteria based off of this, these are our most traveled roads in the poorest condition. This is how we may be able to address it. I think comprehensively looking at it like a road assessment maintenance plan, and it would be kind of beneficial.

Commissioner Jaramillo: I think it's a great idea. That's what I get most of my calls for is roads, and I can't say when they're coming. Currently, we need that.

County Manager Jordan Barela: To put it in the triage component of it, because I get a lot of calls too. Like, this road is done. How come that road isn't done. If you have a standardized mechanism which you identify roadways based off of need. Then it's a little bit easier to make that argument to say yes, these are the ones that we're shooting for and there still may be some discretionary calls in there, but it gives you a baseline and it gives members of the Community a baseline. If we're looking for those types of upgrade road projects, this is the criteria that we're looking at when we're making those determinations.

Commissioner Jaramillo: Will this cover when they're working on the roads, like a maintenance schedule. That's really important too, because when you're getting the calls because you have no idea when they're going to be in a certain area.

County Manager Jordan Barela: Yes, and I've even seen them to the point where they cover clearing processes for snowstorms. What is our priority one, priority two, priority three, types of roads things like that.

Commissioner Jaramillo: Can we move it to the top as well?

Chairman Schwebach: Let's move it to 2027.

Commissioner Jaramillo: Who would do that?

County Manager Jordan Barela: It would be a contractor that would work in conjunction with the Road Department and Leonard together.

Grant Administrator Luke Field: Multi-generational facility with a gym.

Chairman Schwebach: Looking at the history and where that came from or was it just a thought.

Grant Administrator Luke Field: Some of these I think are just kind of a wish list with this sort of approach.

Amy May Town of Estancia Trustee: What we're trying to do with our pool is we want to include in the next few years a gym, weight facility, and a workout facility. That is something we were thinking about.

Chairman Schwebach: Go ahead, have you guys changed your ICIP?

Amy May Town of Estancia Trustee: We're working on it right now. We're working our budget.

Chairman Schwebach: Change it now, tell us what you are doing. We can incorporate it in the general improvements. Let's leave the multi-generational facility with a gym. Now we know what's on there. I have mixed emotions about that.

Deputy County Manager Misty Witt: I believe from prior discussions this one was something that Commissioner McCall was looking at for Moriarty. Potentially incorporating it into the Senior Center project in Moriarty.

Chairman Schwebach: This is on discussions of something for the kids.

Deputy County Manager Misty Witt: Yes. So. It'll be seniors and multi-generational facility.

Grant Administrator Luke Field: We do have some hurdles to jump with the Moriarty Senior Center. Keeping that in 2028 is probably a good idea because we won't be able to move forward.

Chairman Schwebach: Now there is Mountainair Rodeo Grounds Improvement and Mountainair Housing on there also, correct? They're shovel ready, correct?

County Manager Jordan Barela: Actually, partially funded. I think they got \$100,000 for at least the first phase of it from this past Legislative cycle. So, they're just a short fall of it for now.

Chairman Schwebach: Duran Schoolhouse Feasibility Study I'm fine with that. Abo Water System Development. I'm fine with that.

Grant Administrator Luke Field: Emergency Management Equipment, and that probably needs to be grouped with the study.

County Manager Jordan Barela: I know what you're talking about, but I would keep those separate because that one we're looking at. It's like fixed assets, and that one is when we're looking at buildings.

Chairman Schwebach: Asset Management Plan.

Grant Administrator Luke Field: That could be possible. I know that we're doing a physical inventory right now and that the physical inventory needs to be completed prior to the Asset Management Plan. 2028 might be a good place to put it. For 2030, would you like a new Fire Station?

Chairman Schwebach: In 2030 that's irrelevant until we get there.

Torrance County Fire Chief Gary Smith: In reality, geographically located fire stations are somewhat in order. So, whether we should make a whole new fire station or we just focus on upgrading the stations we have and make it more fiscal. That's a more responsible decision.

County Manager Jordan Barela: A new Fire Administration Building with a deployable Fire Station associated with it, so that was the other part of it. I mean, we have Fire Stations that are functioning. One of the areas that is a bit of an issue right now is capacity at the dispatch building and having Fire Admin, Emergency Management and Dispatch and putting them all in that same space.

Commissioner Jaramillo: Do you want to change the wording on that?

Chairman Schwebach: No, there was a discussion for dispatch.

Grant Administrator Luke Field: Yes, Dispatch did receive funding for the security system. I think that was expended.

Chairman Schwebach: OK, so let's back up a little bit here. We're talking about Dispatch and the Fire Departments, that all fall together. We all know that's an issue, we're going to have to address that to incorporate it. I don't know what that means. Logically speaking, there is going to be a new Fire Station.

Grant Administrator Luke Field: All Fields Developments. I don't know if we want to keep that on there.

Chairman Schwebach: Are we still on Estancia?

Grant Administrator Luke Field: This is not in Estancia. This is somewhere else in the County to be determined. Do you want to pull off completely?

Chairman Schwebach: Did you want an outdoor recreation, and all the others within the County?

Grant Administrator Luke Field: I manage a campground with a ball field on it.

Chairman Schwebach: That's my issue with it. I think it's a slap in the face. We want to put more ball fields to where we can add another 3 acres of dead grass.

Grant Administrator Luke Field: Commissioner Jaramillo spoke with the Life Flight when they came out to the EMS event. Speaking with Samantha, she doesn't necessarily think this is necessary because they try to do the evacuations as close to the accidents as possible. I spent 10 years with National Park Service. I don't know why we can never talk to the helicopters when they're coming in. Having a dedicated facility where they can land without having to have a direct line of communication. I think this would be a good idea. That's just my personal favorite. It's probably not as emergent as some of these other ones.

Commissioner Jaramillo: When I went to the Manzano Land Grant meeting, they're putting the helipad there. Mountainair also has a helipad. So, you have two helipads that are there. I was thinking more of a helipad towards Willard and those places where windmills are.

I talked to the guy from one of the wind farms, and he said he'd be willing to talk to us about creating a helipad.

Chairman Schwebach: I'm not opposed to it. I think where my opposition for the helipads is that I don't feel we have had a good plan on where to place these. I mean, we have every city that has some. We have plans in place for certain intersections to block off if we need to put them there. I was also hit with what the helipad's going to cost. It's going to be a lot of money, and without a plan, I'm reluctant to say Yes.

Commissioner Jaramillo: There was a gentleman at the Manzano Land Grant meeting that he's helping Manzano get their helipad off the ground. He said some of the Aviation Department will help foot the bills for these helipads.

County Manager Jordan Barela: Where you're placing it, is a pretty critical thing too. Because this is State money coming to Torrance County for the purpose of a project. While we don't own a lot of property in that area. This is going to have to be private property for the most part where we would have to put this, and you're going have to get permission. We're going to have to work out a lease agreement, those types of things to even get to the point where we can filter state funding. Location is critical where you put it and knowing where those locations are going to be, it does mean a lot in terms of if you were to receive ICIP funding.

Commissioner Jaramillo: Let me see how this one goes, the helipad in Manzano and I'll be in touch with this guy that's helping them.

Chairman Schwebach: Let's move that to 2028, because it has been a consistent task.

Torrance County Fire Chief Gary Smith: Is that an actual helipad or are they talking about PHI having some type of Station up here with the helipad.

Chairman Schwebach: Just the helipad and the lighting.

Torrance County Fire Chief Gary Smith: I agree with your thought process. It'd be nice if it was mobile, we could just take it where we knew where the helicopter land.

Chairman Schwebach: Basically, identifying the key locations.

Torrance County Fire Chief Gary Smith: Historically, with my years of service, we usually just block off an intersection somewhere.

Chairman Schwebach: With your emergency vehicles, those are the lights that they're going to see.

Torrance County Fire Chief Gary Smith: We do have ground communication with them. That is another thing that's tied to those 700 megahertz to make it better. If it was mobile to where we can move it? Then it'll make more sense.

Commissioner Jaramillo: How many times have you called for a helicopter?

Torrance County Fire Chief Gary Smith: Since I've been here two months, I think we've called about twice.

Commissioner Jaramillo: Twice, and that's in your area.

Torrance County Fire Chief Gary Smith: Where is your actual emergency? Where is the actual patient? Where are you going to get to? That's the hard part with having a static helipad.

Commissioner Jaramillo: The two that were called. Were they in the Moriarty area?

Torrance County Fire Chief Gary Smith: They were in Torrance County, I believe they are further down south.

Commissioner Jaramillo: I guess we could get the stats on how many times they've been called.

Torrance County Fire Chief Gary Smith: How many times are we going to use that? How far would they wait? Are they going to use that for the actual emergency we're having? So that's my only concern is do we put it up there. We'll have to do some research on what makes sense.

Willard Mayor David Dean: One of the things I want you to remember about these helipads is that we're talking from an operator. The problem is when they take off, they'll have the blast coming down and then the dust comes out. Then it gets sucked back down into it. That's why if you had a pad, an asphalt pad, that's the purpose of a pad is for the actual take off, not as much the landing as it is when they actually take off.

Commissioner Jaramillo: We'll see how this will transpire for the helipads in Manzano.

Grant Administrator Luke Field: We're going to call this a plan, or a study right now is kind of what we're planning.

Chairman Schwebach: With the ability to study.

Planning and Zoning Director Don Goen: I just had a comment from Samantha, and she's saying that from 1/1/25 to 5/30/25 Torrance County requested a helicopter 24 times, not all 24 times resulting in flight. That's just five months.

Chairman Schwebach: Why were they turned down?

Torrance County Fire Chief Gary Smith: The patient status is not as critical, and they're going to take them by ground.

Chairman Schwebach: So, there's some changes in the patient's status.

Torrance County Fire Chief Gary Smith: That's usually on our end. Once they're enroute, they're committed.

Commissioner Jaramillo: You're the one that calls them. That was 24 times?

Planning and Zoning Director Don Goen: In five months, that's what Samantha just said, yes.

Commissioner Jaramillo: I think that's a lot.

Grant Administrator Luke Field: Local hospital could alleviate that. 24% of urgent care facilities in Albuquerque. Those are fully functional emergency rooms. So, that might be something that we could look into.

Torrance County Fire Chief Gary Smith: That would be exponentially helpful for us, when we're running these rescues into the ground due to transports.

Grant Administrator Luke Field: Absolutely, if we do build a 24/7 Urgent Care Emergency Facility, there should be a helipad located next to it for immediate evacuation if it's required.

Willard Mayor David Dean: There was another question I wanted to ask. You've got several things up there like trying to get a new Fire Station at the same time you're talking about where you want to put a helipad in there as well too. Can you kill three birds with one stone. We're going to ask for a new Fire Station, at the same time you want to put a helipad in there also. At the same time, we want to put water transfer stations down in the southern part of the County. You have got the Willard Fire Station renovation and then it is just below you got the ADA compliance. So, why couldn't you do two things at once. This is the type of thing where you could group them together.

Chairman Schwebach: Willard Voting ADA Access Improvement. What is it getting? What I don't understand is that it has worked fine for years.

Commissioner Jaramillo: We got dinged for it in the last election. ADA came out and checked all our polling places. They dinged that one, Tajique and Torreon. They took care of their issues, but Willard was too expensive.

Willard Mayor David Dean: We didn't have a handicapped parking space that was not placard correctly, and they also went to the wrong door thinking it was the front door. There was a big crack underneath one of the double doors.

Commissioner Jaramillo: But the sidewalk is gone.

Chairman Schwebach: What building is this?

Willard Mayor David Dean: It is the Community Building. We could put something together, where we could come up with an ADA compliance for voting purposes.

Commissioner Jaramillo: And right now, Sylvia will have to have the election at the City Hall. But they said we couldn't continue doing that.

Madam Clerk Sylvia Chavez: They haven't said anything about it. It's obviously a new polling location. So, they haven't had the opportunity to go out and inspect it. We may run into issues at that point.

Commissioner Jaramillo: It's not actually the City Hall itself, right?

Madam Clerk Sylvia Chavez: It's the building next to the post office.

Commissioner Jaramillo: Is that where they have a fitness center? Is it ADA compliant that you can, see?

Madam Clerk Sylvia Chavez: I mean, there's a little seal on the door, but we bought those ramps for that purpose. Once we install that ramp, there shouldn't be an issue.

Commissioner Jaramillo: Is there a bathroom available?

Madam Clerk Sylvia Chavez: No, they'll have to use the Town Clerks bathroom. The Mayor of the village has been gracious enough to allow their Town Clerk to be available during the hours that their office is not open, so they'll be there at 7:00 in the morning and they'll be there till 7 O'clock in the evening.

Commissioner Jaramillo: Your precinct workers can go there?

Madam Clerk Sylvia Chavez: Yes. Correct your person.

Grant Administrator Luke Field: 2031 Separating EMS from Fire.

Chairman Schwebach: I was talking about this.

County Manager Jordan Barela: That's because we're leasing the Superior building right now. So having a facility that's County owned, I think that's the intent of that project.

Chairman Schwebach: Water wells with Storage Tanks.

Deputy County Manager Misty Witt: I think that was for the purpose when we were looking at buildings for the new Fire Station and the Road Department. It needed to have an additional well and storage tank to meet the Fire Department capacity.

Chairman Schwebach: Pull it up.

Grant Administrator Luke Field: That should really go underneath the Comprehensive, Firefighting water system plan for the entire County.

Commissioner Jaramillo: Is there still more land available where the Road Department building is, and how much?

Chairman Schwebach: 20 acres, water Wells and Storage Tanks, leave it there. It needs to be redefined, because the concept behind that was, let's go drill some new

wells, put some tanks up. The Town of Estancia has 2 tanks. Do you know the depths for them?

Amy May Town of Estancia Trustee: Right now, we are sitting around 63 feet.

Chairman Schwebach: Where can we go with that? We also have a \$100,000 filling system with VFD and high-pressure homes. For Fire Suppression purposes, a system that can't even handle it if you ever turn them on. So why not retro fit that for fast filling station, and or multiple fill station coming off the same tank. I would like that to be redefined. I would like some commonsense conversations when it comes to water. Fire suppression home, I feel like you can't do that. Rail to Trail; that's fine. Torreon Well and Water System; we've talked about that. The questions need to be asked on that and the same with the Abo Water System. Because it needs to be clarified. Whose property are we working on? We need to have more details.

Commissioner Jaramillo: So how is the water system now? Doesn't everybody just have their own well.

Chairman Schwebach: No, there's actually a water system. Originally, it was to build a new water system, but the Torreon well water system was an improvement. Down the road, all of that, in my opinion, can fit into EMWT's.

Commissioner Jaramillo: Because we're dealing with this with the EMWT right?

Chairman Schwebach: No, I think that's later on. I think everything needs to be moved up here accordingly. So, let's go through the new, keep or not keep.

Grant Administrator Luke Field: I did want to mention that since this is shovel ready, and it is kind of a public safety issue. I recommend putting that into 2027.

Commissioner Jaramillo: Where is that at?

Grant Administrator Luke Field: It's near the Indian Hills transfer station.

Chairman Schwebach: Is it like a \$110,000 deal or something?

Grant Administrator Luke Field: Mr. Goen, Mescalero Reservoir Dam Remediation. What is the ASK on that?

Planning and Zoning Director Don Goen: The last time I saw it on the list was \$133,000. I believe that is what it was asked for. I'm thinking about the estimates

that I have from the services that would be provided by Acme Engineering that we've already dealt with. And with the cost of materials and other services that he's unable to provide himself. I think it'll be safe to say \$75,000. It is about what we'd be looking at. This is utilizing the Road Department, but that would give us a cushion.

Chairman Schwebach: So, you're telling me you can do it for less than \$75,000.

Planning and Zoning Director Don Goen: More than likely, but I don't want to cut myself short either. We could definitely do it for less than \$133,000.

Commissioner Jaramillo: To restore it, or to get rid of it because it's not necessary.

Chairman Schwebach: A Sub Development put it up. The problem is, the dam has not been maintained. If it holds water and it bust. Now we have a liability.

Commissioner Jaramillo: Ok, so you just get rid of it.

Willard Mayor David Dean: Are you talking about removing it completely or just punching a hole in it?

Planning and Zoning Director Don Goen: We're just making a total breach, and the engineering plans that have already been approved by the OSC. So, it's shovel ready, we just got to go in and do it.

Grant Administrator Luke Field: Municipal Airport Improvements just leave that one there.

Chairman Schwebach: Yes.

Grant Administrator Luke Field: Ok, we do have our new ones. Do you want me to move some of these up and over?

Chairman Schwebach: Let's do the new ones.

Grant Administrator Luke Field: These don't have to go on, but I mean the Willard Fire Station, obviously. TC Fairground doesn't have to go on there. We could wrap it into another project. We could possibly connect the Behavior Health Treatment Facility with the 24/7 Urgent Care Facility. But as Mr. Ariel mentioned in the initial e-mail, it could, there's a couple of different ways we could do that.

Chairman Schwebach: Who did that study?

Ariel Pardo: That was an outreach project, that Innovation Law Lab helped launch for the Torrance County Listening Project.

Chairman Schwebach: Do you have the full plan?

Ariel Pardo: There's not a full plan, but I can't give you the six priorities that came out of the service and some of the policy proposal. One of them was health related.

Chairman Schwebach: What is the full plan? You guys took this upon yourself to take this study. I need some background on what the questions were asked. How was the study found? Before I can apply it to the constituent. Before I can put that up there, I want to know where it came from.

Ariel Pardo: I can get you a copy of the questions.

Chairman Schwebach: Right, and the details of how it was. I would like to see all that. I'm not opposed to it. If we're going to defend this. I need to know where it comes from.

Grant Administrator Luke Field: I don't know if this necessarily needs to be in the ICIP, it's a priority for the County, just so we can expand full-time services.

Chairman Schwebach: That is one of those things where we can put it into phases.

Grant Administrator Luke Field: So, pull this one off.

Chairman Schwebach: No, I don't want to pull it off. It just needs to be 2029. I want it there with the concept of putting these in phases. We have too many different things.

Commissioner Jaramillo: What exactly does that mean? Indian Hills Fire Station Fire Suppression System.

Grant Administrator Luke Field: We can't station firefighters at the Indian Hills without a fire suppression system.

County Manager Jordan Barela: Just for the record, Indian Hills is a volunteer station. It would be nice to have the ability to have people in there more often, but the chances of that functioning as a 24/7 operating Fire Station, that's not likely.

Chairman Schwebach: Let me defer to the Fire Chief. What's your thoughts on this Chief?

Torrance County Fire Chief Gary Smith: Down the road, we'd like to have eight members at every station, but we're having a real hard time with the Sate Fire Marshall. We can't stay there 24/7 because we don't have the sprinkler system. Even though Indian Hills is two separate buildings from where the apparatus is to where the living quarters are. Their zone, that's residential. So, I'm trying to get them to understand a couple of things. The Willard Station with that sprinkler system, that building was built before 1990. What I've always known is you get grandfathered in that sprinkler system. So, those are the problems we're having. I'll tell you right now because I'm doing on call at night sometimes, and I'm coming. I don't want to stay in Albuquerque to run out here in 35 minutes to the call. So, trying to get make it for our Chief Officers, when we're on call at night to be able to stay at that Indian Hills Station. Those are the things we're dealing with, is trying to get them to understand.

Chairman Schwebach: Here's my argument, it's all about liability. By not being at the station, due to the lack of funds. It just didn't make any sense, ideally, we would like to have a fire suppression system.

Torrance County Fire Chief Gary Smith: If our station catches fire, we've got 5,000 gallons in the units.

Commissioner Jaramillo: How expensive is the sprinkler system? Do we know? Does anybody know how much it would cost?

Chairman Schwebach: It's about a quarter million.

County Manager Jordan Barela: Storage tank is associated with that, has to have the capacity to support this system. In the sense that I've had some conversations with the constituents and I think there's a misconception that if that system got put in place tomorrow it would be fully staffed with four people on a permanent basis, and long-term planning that sets the goal. But the reality of it is that it's not the position that we're in right now.

Grant Administrator Luke Field: We do need to put this probably under 2027.

Chairman Schwebach: Yes.

Commissioner Jaramillo: Yes, if we could start with a Fire Suppression in Willard. That would start the process and show that people would stay there. We'd have

better coverage if we could start with Willard and ask the Legislators to help us with that. It would set the precedent for this. McIntosh never got done either, right?

Torrance County Fire Chief Gary Smith: They do have one at their station.

County Manager Jordan Barela: McIntosh got some legislative funding available for fire suppression system.

Chairman Schwebach: So, the same thing with the security fence upgrades. Did we get funding for that?

Grant Administrator Luke Field: This is the newest topic that was just scoped.

County Manager Jordan Barela: If you scratch out the fence component on that. The fence project would be a County Infrastructure project. That's the fencing in the back area for the Judicial Complex to extend that parking lot and add that additional fencing. The project that would be included in the ICIP would be the security project that was funded by County Infrastructure this year but was underfunded and that was separating the Sheriff's Office entrance from the courthouse so they would have their own point of entry. At the Sheriff's Office there would be a secure door between the two.

Chairman Schwebach: Were we underfunded for that?

County Manager Jordan Barela: Well, I don't feel that we underfunded it. I think the ASK was \$50,000 and we put \$50,000 in the budget. But when a contractor actually went out there to look at it, it came in at about \$100,000. The timing of it didn't pan out. We were meeting with contractors in June; there was a very tight timeline. But even then, when they got the quote back from the contractor to do the electrical and put the wall up, it came in at over \$50,000.

Torrance County Fire Chief Gary Smith: One thing I don't think that was brought up in the upgrade for this new Torrance County Sheriff's Office. they had to have it was a bathroom.

County Manager Jordan Barela: When I talked to the Sheriff about that too, just ensuring that if there's public access to the building, is there a restroom facility in there? And I think in terms of talking, the Sheriff and the Undersheriff, the intent was to allow people to use the restroom that's in the Sheriff's office. To not have to redo the plumbing and put a new restroom in the front of the facility. So, I think they have to look from a code perspective to make sure that works because there are

bathroom facilities in the Sheriff's Office, they're just not in the front entryway. So, it's almost like a code issue. You separate the buildings by putting up this dividing wall where people can't cross. You're going to have to have some degree of public restroom access, and so they would have to figure that out by at least allowing people in the building to use the restroom that's behind the Administrative Offices.

Chairman Schwebach: So, it may not be as simple as we thought.

County Manager Jordan Barela: No, they dealt with the ADA issue in terms of the sidewalk improvements and all those types of things.

County Attorney Maike Garcia: There was a discussion on that, seems like a couple of years ago about having an accessible ADA bathroom in the Sheriff's Office. I just remember that now feeding into this.

Commissioner Jaramillo: How much money was allocated for the water suppression in McIntosh?

County Manager Jordan Barela: I'd have to pull the grant agreement. I want to say \$125,000 is my recollection of it.

Commissioner Jaramillo: OK, so \$125,000 was allocated.

County Manager Jordan Barela: That's a good point though. That's why the estimates on these types of projects are so critical, because you may get what you asked for.

Grant Administrator Luke Field: So where would you like to put that project? As far as the security upgrades?

Commissioner Jaramillo: Isn't that already approved to upgrade the fence?

Chairman Schwebach: Yes, let's put it in 2027.

Grant Administrator Luke Field: This was the only other public comment that we received on ICIP. When I look at this, I think of the equivalent in Albuquerque of the Sun Van, I just don't know if we can support something of that nature. Medicaid does have reimbursements for medical transportation, but I don't know if we have providers in the County. It's a great idea.

Chairman Schwebach: I know there's some private organizations, I think we need to facilitate that more and try to take that under our hat. We can facilitate, but that's kind of outside of our scope of expertise.

County Manager Jordan Barela: It is, and specifically because this is the ICIP. There're some things that are projects and that's what this is. There are other things that are program related and that's not what the ICIP is about. If you have to set up a staff member or a contract and there's a operational concept. You could use this money to buy the vehicle, but you have to have a plan in place to support the long-term operational cost of something like that.

Chairman Schwebach: for the Behavioral Health, is That program or is that infrastructure?

County Manager Jordan Barela: Depending, if it's a facility. It falls under infrastructure.

Grant Administrator Luke Field: When I heard about this and Ariel actually mentioned it. Ancora Café in Albuquerque, they're actually using a private facility, they're partnering with private business to provide that telehealth service at that location. When I heard about this and read that e-mail. I was thinking of a telehealth conference room because the Fire Stations are located all throughout the County. They're County owned facility. If with the telehealth, if the providers wanted to have vitals taken, that's something that the Fire Department would do.

Torrance County Fire Chief Gary Smith: Absolutely.

Grant Administrator Luke Field: That could be Capital Improvement Countywide. That could help a lot of people. But maybe just because it is so new, we stick it under 2031. I mean, it is an emergent need, and it does tie into what we're trying to do with waves and Pinwheel. And you know, that's where people are referred to and are uninsured.

Chairman Schwebach: Let's put in 2028. OK. I feel that we are hopefully getting a little out of our scope of what the ICIP is really for.

Ariel Pardo: On the Urgent Healthcare study. Are studies also included in the ICIP?

County Manager Jordan Barela: Yes, if it's a study, that's a component of a capital project. At the end of the day you're thinking, the intent is to have a Medical

Facility here, then, yes. The study, the planning, the designing to get you to that point is an eligible expenditure.

Grant Administrator Luke Field: I can take this off.

Chairman Schwebach: When you put too much up there. You run the risk of them saying, really guys where's your plan. They look at the whole list. It's important to have a list that is shovel ready and planned in place. The last thing we want to do is commit money, sell bonds, and it's not even built. That is where it gets dicey.

Grant Administrator Luke Field: This could easily be wrapped into other projects. I don't know if it needs to have its own project.

Chairman Schwebach: Put it in 2029. I don't think there's any point doing that until we actually get the programs. Willard Voting ADA Access Improvement. It really doesn't say what building it is on here.

Willard Mayor David Dean: It's the Community Building, that's the building that is used for voting.

Chairman Schwebach: Are you going to put that same thing on your ICIP?

Willard Mayor David Dean: Yeah, that would be ideal because it is shovel ready. You could do it tomorrow, basically.

Chairman Schwebach: Is it on your CIP?

Willard Mayor David Dean: We are in the process of doing this at the time.

Chairman Schwebach: If it is not on your ICIP. We're going to have problems with that. We don't want the same thing that happened with the fairgrounds. Because we want to improve the Fairgrounds, but do we own the property. No, so a year later, we had done a negotiation of some sort. I think we need to shift gears and look at a permanent place for a different voting location. Pull it off the board.

Grant Administrator Luke Field: Do you want to move around? I don't know how much priority within the outline years actually matters. It's more just listed out there. I do have to rank them and you kind of change the ranks. It would be 2027, making sure that our upper ranks are our priorities, but again it was very effective. We got funded on the projects that the Commission passed as a priority.

Chairman Schwebach: We'll leave it like this, and this is discussion. We're going to pass it in the next meeting. We'll have a full Commission here; we'll hash it out. I don't know if I want to go through this board again, we need this list presented. For me, this is handy moving things around to where you can visually see it. Let's put this on the presentation. What I want to see is a list of the year, the dollar figure tied to it, and then later I want to see the details like this packet. The theory is, changing it. We can put it where we need it, we look at the details. Are you good with that, Linda?

Commissioner Jaramillo: Yeah, I like the board.

Grant Administrator Luke Field: Thank you, Mr. Chair. Madam Commissioner.

Commissioner Jaramillo: You're welcome.

Chairman Schwebach: You know, with that ADA compliance stuff, it can be shoveled ready, but if you don't have it on your ICIP. I don't want to put it on ours. I would say we just need to move on.

2027

- 1 New County Government Offices
- 2 Fire Station Water Suppression System plan and implementation
- 3 County Road Improvements (Martinez Rd \$1.5M)
- 4 Restoration and Preservation of Historical Records (\$175K Clerk)
- 5 P25/700 MHz Public Safety Radio System Upgrade (\$250K)
- 6 Purchase/Equip Medical Response Vehicles
- 7 Fire Department Comprehensive Plan
- 8 Emergency Management Facility and Shelter
- 9 Road Department Equipment
- 10 Business Incubator and Economic Development Plan
- 11 New Regional Animal Shelter Study
- 12 Road Assessment
- 13 24/7 Urgent Care Facility Study
- 14 Mescalero Reservoir Dam Remediation(\$75K)
- 15 Arthur Park and Lake/Pool Improvements
- 16 TCSO Entrance Security Upgrades
- 17 Willard Fire Station Renovations
- 18 County Fairgrounds Improvements

2028

- 1 Emergency Helipads Study and Implementation

- 2 Asset Management Plan
- 3 Multi-Generational Facility with Gym (Senior Center in Moriarty)
- 4 Mountainair Rodeo Grounds Improvement
- 5 Duran Schoolhouse Feasibility Study
- 6 Abo Water System Development
- 7 Behavioral Health Treatment Facility/Telehealth

2029

- 1 Emergency Management Equipment
- 2 Indian Hills Fire Station Fire Suppression System
- 3 TC Fairgrounds RV/Water Hookups

2030

- 1 New Fire Station

2031

- 1 New EMS Building
- 2 Water Wells with Storage Tanks (Fire/Road)
- 3 NM41 Rail to Trail
- 4 Develop Torrance County Park and Road
- 5 Torreon Well and Water System
- 6 Municipal Airport Improvements (Mountainair)

Remove

- 1 Animal Shelter Improvements
- 2 Duran Water System Improvements
- 3 Road Department Water Collection System (Fire)
- 4 Ball Fields Development

Info Needed

- 1 Abo Water system
- 2 Torreon Well and Water System
- 3 Behavioral Health Treatment Facility/Telehealth

New Ideas not Approved

- 1 Medical Transportation/County Transit
- 2 Willard Voting ADA Access Improvement

C. MANAGER REPORT

County Manager Jordan Barela: I'll keep this kind of short, Mr. Chair. Just a couple of updates. We're still moving forward with the DFA process on that \$700,000. The PO was cut yesterday, we received an invoice from Franken, so that check will be cut by the end of the week. And then we just have to submit to DFA for the reimbursable side of that before the 10th of July. So, everything's still moving smoothly. Also wanted to make the board aware, we had an investment committee meeting yesterday, The Treasurer, Deputy Manager and myself, met with Rob Burpo, one of the things that Rob worked on with us is doing a thorough review of our investment policy. He's suggesting we make a couple of changes to it for through statutory language and allowable investments. So, our intent was to come and do a presentation of that to the Commission to let them know what that revised investment policy would look like and why. And we're going to ask Rob to be here for part of that conversion. The other component of that, Rob brought up as we were talking specifically about PILT Grant revenue and the long-term financial health of the County, was potentially setting up a permanent fund where the Commission would set that up. You set the parameters around it, where revenue would come in. You could set it up to where a certain percentage of that would come out for operations or capital, but a certain percentage of that fund is going to stay there for a period of time and as you talk about long-term financial health, the State has one. A few other Counties have one. Even though the Commission can decide to set up that fund, the dissolution of it would have to be based off a majority of voters as a ballot question. So, it's something that has to be dismantled by the constituents. There's not a lot of political discretion once that's in place, to liquidate, you could change the parameters around it but completely liquidating it and get rid of all that money. It's not something that's easily done. If that's something that you would like us to do a presentation on. I can coordinate that as well.

D. COMMISSIONERS' REPORTS:

1) Commissioner McCall, District 1- ABSENT

2) Commissioner Schwebach, District 2

Chairman Schwebach: 4th of July is coming up. We're blessed with the rain, the wet weather. But do be conscientious. What comes with the weather is the dry is going to come. We're going to have a lot more fuel, but hopefully we're going to have a fun and safe 4th of July weekend. My parents are turning 80, my mom did. We're having a party on the 5th. You guys aren't invited, but you can surely crash it.

3) Commissioner Jaramillo, District 3

Commissioner Jaramillo: I attended the Duran Fiesta's and gave a speech on behalf of the County. There were lots of people, lots of good food. They didn't have the dance, but it was well attended. I got to meet the people who funded some of the money for the building there, they were very nice people. Then I visited the Torrance County Detention Facility yesterday. I went on a surprise visit at 9:00 in the morning. I met with the Warden Assistant and the facility maintenance people. There were about seven people who met me there and we discussed issues about the facility. I watched the pods on the screen; I watched all the different pods to see how they were doing. Everybody seemed fine. I'll be going again sometime on Sundays, maybe to their services, because I don't disrupt the whole place with them having to come and meet with me. I can go to their services and make a showing there with the detainees and get to know them that way. Make a good faith effort. And then I went to the Manzano Land grant meeting. That's where they discussed the helipads. They're moving along with that. The helipads went down the line, and that was a long meeting. In fact, I was supposed to go to the Manzano Retreat after that, and I'm glad I didn't because we have this meeting today. So, I. Opted not to go because of this judicial thing that we did today. I think I'm going to go spend the weekend there sometime just because it's a nice place to go to. Other than that, I'm just getting a lot of calls about the road conditions. I'm getting a lot of calls from all over the Country about our detention facility. I try to answer as many calls as I can, I try to answer emails.

Chairman Schwebach: The report I got on what came out of public comment. He didn't lose his finger. He was cleaning around his cell and the door got shut. Not quite sure by who, exactly? But it nicked the top of his finger off. Yes, not an intentional thing, just completely an accident. So that's the story I got on that same incident. I have to bring it up. You know, there's a lot of stories about that, that they are sensationalizing it. I notice none of those individuals are sitting here listening now. It was an accident. I haven't verified whether it's infected now, or if he got pulled off antibiotics, or if he chose not to take antibiotics. I don't have that part of the story.

16. EXECUTIVE SESSION: - None

17. Announcement of the next Board of County Commissioners Meeting: July 9, 2025, at 9:00AM.

18. SIGNING OF OFFICIAL DOCUMENTS

19. ADJOURN

ACTION TAKEN:

Chairman Schwebach: Made a motion to adjourn the meeting.

Commissioner Jaramillo: Second the motion.

Roll Call Vote: District 1 Absent, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

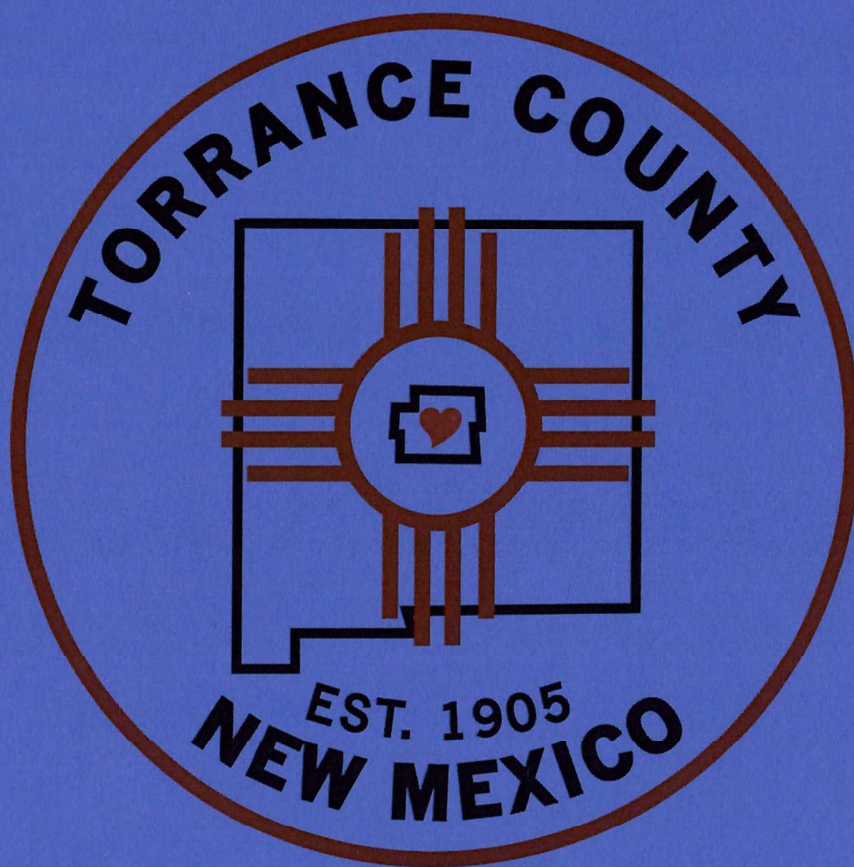
Chairman Schwebach: Adjourn the meeting at 11:18 AM

Ryan Schwebach - Chairman

Sylvia Chavez – County Clerk

Date

Kevin Pham – Admin. Asst. II



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 9 C

DRAFT COPY
Torrance County Board of Commissioners
Regular Commission Meeting
July 09, 2025
9:00 AM

Commissioners Present:

RYAN SCHWEBACH-COUNTY CHAIRMAN
KEVIN MCCALL –COUNTY VICE-CHAIR
LINDA JARAMILLO – COUNTY COMMISSIONER

Others Present:

J. JORDAN BARELA – COUNTY MANAGER
MISTY WITT – DEPUTY COUNTY MANAGER
MICHAEL GARCIA – COUNTY ATTORNEY
SYLVIA CHAVEZ – COUNTY CLERK
GENELL MORRIS – ADMINISTRATIVE ASSISTANT III
DONALD GOEN – PLANNING & ZONING DIRECTOR

1. **Call the Meeting to order.**

Ryan Schwebach-County Chairman: Calls the July 09, 2025, Regular Commission Meeting to order at 9:05 AM.

2. **Pledge led by:** Ryan Schwebach– County Chairman

Invocation led by: Kevin McCall – County Commissioner

3. **Changes to the Agenda:**

Jordan Barela- County Manager: Defer items 9A and 14 B.

4. **PROCLAMATION: None**

5. **AWARDS and RECOGNITIONS: None**

6. BOARD AND COMMITTEE APPOINTMENTS: None

**7. PUBLIC COMMENT and COMMUNICATIONS:
(Comments limited to two minutes.)**

Jess Lopez – VFW: I'm here to represent the veterans of the Torrance County community and petition for approximately \$20,000 to add new names to the Moriarty Veterans Monument Wall. I'm a Veteran and a member of the Veterans of Foreign Wars here in Moriarty. I'm accompanied by a father, Chad Hamilton, whose son was in the military and passed away in active service, and our chaplain of our VFW Post 3370, Mike Haynes. I was able to contact the organization, known as a company, that would be able to continue the work on the monument for us. They gave us an invoice of 100 names and a medallion indicating the service that the member was part of when they served. It would cost \$20,000. We're still working with the City Council of Moriarty, Steve Anaya, and Chris Anaya. If we can get commitment by all means, we'll start going forward.

Ryan Schwebach-County Chairman: We're aware of this. Luke has more information. We will discuss this after public comment.

Danette Langdon-Animal Shelter Director: There is a state grant for spay and neuter that I need to apply for. It's due on the 17th, and I was not able to get it onto the agenda. Luke will be able to answer some questions later, when he comes up, but I wanted to mention it. Thank you.

Rick Lopez – Lay Minister for the Catholic Church: I want to start by thanking the Commission for their steadfast courage in the opposition to the Correctional Facility here in Torrance County. I bring the gospel to the Torrance County facility. I do two services a week, and I'm back in there with the inmates. I want to tell you that being safe and receiving the required services are the keys to incarceration. Torrance County does a stellar, steadfast job in providing those three assets to it. The people are professional, and they're courteous. I've been doing this for a year and a half. I speak to the inmates personally, one-on-one. It's like third grade school, kids running for class, talking about, if I'm the Student Body President. I'm going to bring better lunches and longer recesses. It's the same thing if you're used to a different diet, but their food meets all nutritional and calorie

requirements. They have ample recreation time. They have ample screening for medical issues. They are cared for better than most prison systems throughout New Mexico. The ones that have been incarcerated for a lengthy time want to come here because it's drug-free. The Correction Officers are honest. They go by the book, and they feel safe and secure. Thank you very much for your time. Appreciate it.

***Comments by Zoom**

Ian Philabaum - Innovation Law Lab: At the last Commission meeting, Chairman Schwebach called into question the credibility of statements we share from people detained in the Torrance County Detention Facility. This was not the first time this has happened. I want to clarify for the record that our job is to advocate for our clients. Torrance County is a responsible party in terms of the legal and human rights of people detained in TCDF. We are thus sharing testimonies directly from our clients, directly with Commissioners and community members, as our clients have asked us to do. In addition to the Torrance County Commissioners, we also engage ICE, federal oversight agencies, and other local officials. Ensuring all responsible parties are aware of this critical information, and we have appreciated the times that Commissioners have acknowledged this, yet we are compelled to correct the record. In May, after we shared what folks detained said about recent sewage backup and a lack of water, Chairman Schwebach described these accounts “unfounded” two weeks later, US Senator Heinrich staff went into TCDF, and the senator then wrote to the acting director of ICE, “after visiting pod 7B at TCDF and witnessing backed up sinks a drain in the middle of the common area, backing up with sewage water and nonfunctioning tablet devices which detainees use to access legal services and hearing about at least 10 detainees file complaints of verbal and physical abuse, a lack of access to laundry services and being forced to wear old, dirty and tattered clothing and a lack of access to medical services with an ICE official. The ICE Agent in charge prevented my staff from visiting pod 7C & 7D.” I asked the Commissioners to believe these fellow human beings and their loved ones calling for understanding and a response rather than minimizing people's lived experiences. Torrance County does not have to keep saying yes to grave harm and intense cruelty. Please end the contract with ICE and CoreCivic. Thank you.

Tiffany Wong - Innovation Law Lab: Since starting to deliver public comments based on the experiences of people detained at the Torrance County Detention Facility starting in late 2023, my colleagues and I have increasingly focused on sharing testimony directly from people inside the facility. These are residents of Torrance County, and people we meet in the course of providing legal services and advocating for people's well-being. We have less often discussed the broader impacts of detention at TCDF, how the harm people suffer there sticks with them even after they're gone. A loved ones of those detained suffer because of the suffering of their family members. These are quotations from recent messages we've received. These are unsolicited comments shared as reflections, which we then asked for permission to share because of how illustrative they are from the partner of someone detained. "The system doesn't help them. What they do with the people detained is heartless. If I could sue ICE in the County for everything, I would. No one can stand this inside there. What they did to her loved one was abuse, and he got an illness that he didn't have before. God willing, they'll close this place.", from the daughter of someone previously detained. "My dad was deported. He had already reached breaking point at the time of release. My dad, I fear, is irreparably broken. I keep in touch with a lot of people who are detained, and they suffer." Then she quotes someone previously detained, who said, "I wake up with anxiety. Many times, I wake up crying, shaking from fever. It's a lot to take." Sadly, messages of these types are quite common for us to receive, and this is why we return to every County Commission meeting with more stories of what people inside and their loved ones are suffering. We ask that the Commission take these accounts to heart and recognize the real harm that people experience because of the County's complicity in ICE detention and promptly move to end the County's support for TCDF.

8. Department updates and Communication: None

9. APPROVAL OF MINUTES

A. COMMISSION: Request approval of minutes of the June 25 special meeting of the Board of County Commissioners. - **Deferred**

10. APPROVAL OF CONSENT AGENDA

A. FINANCE: Request approval of payables with date range June 19, 2025, to July 2, 2025.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve payables.

Kevin McCall-County Vice Chair: Seconds the motion.

Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:

MOTION CARRIED

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

12. ADOPTION OF RESOLUTION:

A. MANAGER: Request Approval of Resolution No. 2025-27 A Resolution Adopting the FY 2027 to FY 2031 Infrastructure Capital Improvements Plan for Torrance County.

Jordan Barela- County Manager: This is the third presentation on the ICIP. We've had presentations at the two subsequent meetings, and the ICIP is due to the state this Friday. The first item that you'll see in the packet is the ICIP, and Exhibit A to that Resolution is the list of projects by year, as they were outlined on the board here in the Commission room, based on our last meeting and discussion regarding the rank order of those. From a procedural perspective, for this resolution, if there are requested changes today, we can likely approve the resolution with Exhibit A as amended. If the Commission decides to move projects around. The next item in your packet is scoping forms for the new projects that were added to the ICIP this year. That would include a scoping form to allow for an Economic Development Plan and an assessment of County Real Estate for Economic Development, which was added to the ICIP this year. We also added a project for RV hookups for the Torrance County Fairgrounds. A new plan that's also been discussed prior is upgrades to the Willard Fire Station to allow for that station to house fire staff and function as a central location for central response. We've also added fire suppression for the Indian Hills Fire Station in District One. The last one was upgrades to the Neil Mertz Judicial Complex, which would

include security measures to put a wall between the Sheriff's Office as well as the courthouse that would allow independent access to the Sheriff's Office and into the courthouse. Those are new projects. They have all been discussed based on previous meetings.

The next item in your packet that you'll see is the revised projects. We had a discussion last meeting about a lot of projects where they were worded in the ICIP in a way that we were asking for significant amounts of money for projects without having feasibility studies done, design, and engineering. Any projects in which we had discussed making tweaks to the scope have been revived. Organized in these scoping forms so the Commission can see how those projects have been changed.

The first one is the 24/7 Urgent Care. We've changed that to look at a study for the feasibility of an urgent care facility. Where would it be located? Who would the community partner be? In addition, as part of this process, we allowed the public to comment to provide some insight into what we were doing. One of the projects that was considered was looking at a Behavioral Health Facility in Torrance County. We've amended this to say a 24/7 Urgent Care and Behavioral Health Facility, to put a study together to look at both of those and look at the feasibility and viability of putting those in Torrance County.

Another project that was revised was the Emergency Helipads. We were asking for funding initially for an Emergency Helipad, but we hadn't identified where these would be located, whose property, and what the best strategic location for them would be. This would be requesting funding to plan that process, to identify if this is something that's a community need. Where would we locate these strategically, and how would we go about securing the land, working with landowners, or perhaps it's property that we own. Once we receive funding from the state, we're on a clock to encumber and expand that money. When you receive money, if it takes you a good long while to identify these locations, if it requires a land lease or acquisition, you could put yourself in a position where, by the time it's good. We have these areas, and the grant funding is already expiring, which is a common issue that happens with the ICIP project. From a staff perspective, we would suggest trying to at least have a firm understanding. There's also going to be bumps in the road along the way, about how many do we need? Where do we need them, and what does that cost estimate look like to get these built before we request money for the construction of this.

We've also amended the scoping form for the Emergency Management Facility. It was an Emergency Management Facility and Shelter. That's been turned into an

Emergency Management Facility and Training Center. We are looking at the red building in Moriarty and doing a preliminary feasibility study with money we've already received from the state to determine, this is viable. Can it be done? How much is it going to cost to get it done before we take the next steps of moving forward and requesting actual construction funding for that project?

The Fire Department Water System Plan was an amended scope. There was a discussion about rainwater catchment systems, but some of the feedback we got from the Commission was, Why haven't we looked at other options? Have we looked at farmers, private business owners, other areas where we may be able to look and identify the acquisition of water strategically placed, again, throughout the County, for the Fire Department? Rather than putting rainwater catchment systems at all of these sites and talking to the Chief, we've amended this scope to study, plan, design, construct, and equip the Fire Department with strategically located water sources across Torrance County. Depending on where we need it and what the nature of the source is, that may vary, but looking at a plan to put a comprehensive water network together for the Fire Department would go a long way, not only for fire response, but also for our ISOH.

Regional Animal Shelter. We have requested millions of dollars for the creation of a Regional Animal Shelter, but that scope has been amended to talk about a study to identify who would the community partners be in that what municipalities or maybe towns outside of Torrance County would participate in that what would be the appropriate location, and what are we looking like as far as the needs of the facility and a cost estimate for construction to get us to that point? Those studies would be something to come back to the board and say. This is how we think it could be done, and this would be the cost, and then does the Commission want to go back and request funding from the state to get construction completed?

We are amending the Road Improvement Projects. Initially, we had asked for \$17 million just for road improvements. In talking to Leonard, probably the biggest need right now, as far as finishing off a project, is Martinez Road. We've amended that down to probably a more realistic number of one and a half million dollars for the ICIP in three phases of \$500,000, to pave roughly six miles of Martinez Road from Mexico west to Edgewood. We've fine-tuned that scope to a road-specific project. We may look at individual projects, what's the biggest need? Rather than a blanket ask in the 10s of millions of dollars for roads.

We updated the Roads Assessment and Maintenance Plan. The maintenance plan was an addition to the scope. We already have a project to request an assessment of

all County roads to determine the need. One of the things that we added in there is to put in a routine maintenance plan for roads that are traveled more frequently, which could also include plowing during extreme weather. Formalizing that process and also putting in a scoring criterion for roadways in terms of projects that are looking at being chip-sealed. These are the criteria that we're looking at, as far as population, thoroughfare, and amount of traffic, to determine what roads may be viable for a chip seal project. There's always going to be things that happen in discretion, but at least it formalizes the process of when we're evaluating roads, whether that be recurring maintenance or whether that be projects that we're looking to chip seal. There's a standard and process in place by which we evaluate those roadways.

We also updated the scoping form for the P25/700 megahertz public radio system. We've amended it to include the Fire department, and we've adjusted the funding request accordingly to account for funding that's still outstanding.

In terms of the new projects, the rank order from the last time, as well as what we've done as far as project revisions. The revised projects, when we enter into the ICIP this year, we're going to amend the title and the language to reflect what the Commission wanted to see, as far as the need and the request from the state.

Kevin McCall-County Vice Chair: I appreciate the work that the Commissioners did. I think you've got a great approach with the study side of things. I feel like the past year or two, we've had a pathway to go forward with Capital Outlay, and I think we've succeeded. Now it's time to get the study plan going again and see what the need is. I appreciate the study side of things and changing things on the ICIP. You talked about the helipads, but it's still at \$275 even though you talked about a plan. Do we want to reduce that number?

Jordan Barela- County Manager: We can look at that. In terms of putting this together in the last 10 days, the really difficult part was trying to determine what a good cost estimate for putting a plan like that together would be. It's unique, which is why we didn't address the numbers. If we can get a better understanding of what that number is and what it's going to cost for the plan directly, we can make those changes to the funding request.

Kevin McCall-County Vice Chair: I think \$275 would almost construct it.

Jordan Barela- County Manager: Yes, and I think that's what the initiative was for: 100% construction.

Linda Jaramillo-County Commissioner: I'm going to go meet with Mountainair. They have a helipad, and they said that they could give me documents from start to finish.

Kevin McCall-County Vice Chair: I appreciate the Emergency Management Facility and Training Center. That's great. Leonard and I talked about the funding source and what redoing Lexico could look like. My question is, why is Martinez Road over Lexco Road?

Jordan Barela- County Manager: Per my discussions with Leonard in identifying a singular project this year, that was his feedback, but the specifics, as far as constituent complaints or the level of degradation on the roadways, I can't speak to that specifically.

Kevin McCall-County Vice Chair: It's just a question and maybe a note for next year's ICIP, I'm not asking for it to be changed. I wanted to bring it up. This is a great starting point to turn in for an ICIP plan. I think as the Legislative session comes closer, priorities will come to mind, and then we can make a priority resolution. This Commission can bring forth things that are in this plan as to what we want to do in Santa Fe. With that being said, I think in seven months, it could change.

Ryan Schwebach-County Chairman: Motion to approve resolution # 2025-27

Linda Jaramillo-County Commissioner: Seconds the motion.

Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:
MOTION CARRIED

Ryan Schwebach-County Chairman: If the Commission doesn't mind, I would like to go back to the Veterans concern.

Luke Fields - Grants Administrator: This is one of the projects that I volunteered to help oversee. This quote is going to help me go out to the community and get some funding for this. There are also some pending things before the department and before the County that I wanted to have closed out, before I approached certain business leaders in the Community about assistance with this. Going forward, especially having this, we're going to have a good starting place to get this done. It'll be a combination of grants, business matching, and then hopefully private donations as well. There's a Walmart Spark grant that's

limited to \$5,000, but it's a start. We have a Walmart facility in Edgewood, which is technically Santa Fe County, but I'm sure everybody goes to Edgewood when you need to go buy some stuff, whether it's Smith's or Walmart, and a lot of people from Mountainair go to Belen, and I can ask that Walmart as well for this grant. I want to use a multi-funding approach to get this done.

Ryan Schwebach-County Chairman: Luke's taken a lead on this. We have good contact information with the Post. Can government entities donate to this legally?

Michael I. Garcia-County Attorney: I believe so. It's a public monument Memorial. I don't think there's any anti-donation problem.

Jordan Barela- County Manager: The wall is owned by the city of Moriarty.

Ryan Schwebach-County Chairman: Would you entertain this at the next meeting? To set the stage for other Municipalities, to also donate.

Jordan Barela- County Manager: Yes.

Luke Fields - Grants Administrator: Also, the VFW will have a steak dinner coming up on the 12th; details are still being worked out.

13. APPROVAL/ACTION ITEMS

- A. EMERGENCY MANAGEMENT:** Request Approval of a Memorandum of Agreement Between Torrance County and Torrance County Amateur Radio Emergency Services to Provide Emergency Communications Support.

Samantha O'Dell-County Emergency Manager: This agreement is to allow Torrance County Amateur Radio Emergency Services Group. TCCARES is ARES, the emergency services piece of a ham radio group. This group of volunteers has come together, who have their equipment and want to do things to help. We have in our CRI agreement one of the pieces, one of the deliverables, which is that we have to do an amateur radio exercise annually. Historically, we've had to borrow resources from other Counties to be able to meet that deliverable. Now that we have our group, we would like to be able to utilize them for that exercise, but also for any other events. We would like to do exercises a few times a year and also have them available for any emergencies as a redundant communication system.

We have some ham radio equipment in our EOC. I'm a little unsure of what exactly works and what's needed for it. That's something they're going to be helping to determine what we need to get the County up to standards as well, to determine where we need to be with that. They do have their equipment as well. There are 91 licensed in Torrance County. In our group, we have about four or five right now, but I expect that to grow as the word gets out and as people become aware of this. They can assist us in an event where communications are down. They can assist us in getting information out to first responders, to other agencies, wherever we need them to set up, they can set up and provide that information. They can also help us get information to the State Emergency Operations Center, and that meant that we're not able to communicate with them. Some licenses have to be renewed every 10 years. They also have to do training exercises, various things, to kind of keep up with them during that period.

Action Taken:

Ryan Schwebach- County Chairman: Motion to approve.

Linda Jaramillo-County Commissioner: Seconds the motion.

Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:

MOTION CARRIED

- B. FIRE:** Request Approval of: (1) the Reclassification of 6 Approved PRN Positions to Seasonal EMT Employees, (2) Approval of a Job Description for Seasonal EMT Employees, (3) Removal of a Maximum Threshold on the Number of Seasonal EMT Positions, and (4) Authorization to Restrict Hours of Seasonal EMTs Based the Available Budget in FY26.

Gary Smith- County Fire Chief: I wanted to bring to you for approval to change our PRN status of our part-time employees and move them into a seasonal status. The problems we're running into right now are that we're bringing in people, and we're only allowing them to work 19 hours per week, and most of our shift work is 24 hours or 48 hours. It is hindering our opportunity to pull some experience from other departments, just to bring them into work, two or three shifts a month. In reaching out to PERA, PERA was a thorn in our side. They're not allowing us to work more than 20 hours a week, because then you've got to put into their pool for PERA. Changing to seasonal will gain us that opportunity to bring these employees in for 24 or 48 hours and be able to allow them to integrate into working full-time shifts alongside our other firefighters who are learning the craft. The PRN was pretty much dead to me until this opportunity came up. We'll be able to employ

them for nine months. We'll have to put them into a three-month cool-down period where they won't be able to work again, and then we can bring it back on again. We could stagger those employees so they can fill those gaps as we move forward, which also allows us to use those employees and beta test in different areas in the County. Then we can put those employees into those positions to say, Yes, this quantifiably makes sense. After we've had them in for three months, they ran X amount of calls, and it's decreased our response times by X amount of minutes. It's going to be a positive thing for us, and it's no harm, no foul. If it doesn't work in that application, we can go back to what we were doing before. This will allow us to bring more people, and experienced, into this department, to help train some of our full-time employees. Also, we only have an allotment of six right now. Common sense to me. It doesn't matter how many I'd like to bring on 100 of if I could, as long as we're falling into those fiscal constraints, this is what we have allotted for the budget for them in FY 26. I'm requesting that we don't put a cap on the number of employees that we have in the seasonal status. We fall under the constraints of what our budget is for those employees. Volunteers don't fall under this category. They get paid out of a separate pool, out of the stipends that we have for those. Volunteers would have to go to training to be part of this group. Some are already in the process. Volunteers are paid per call. We want to pull in some guys from the City of Albuquerque, for them to come out for 19 hours. They start at nine o'clock in the morning. They got to go home at one o'clock in the morning. It doesn't fit into our new lifestyle for paid staff. If this passes, and as we grow, these will probably be the first employees who will be at the Willard Fire Station. We won't be taking away from the two staffed up north and Moriarty for the 911 response and transports that we have up here, because this is a line share of the calls. We can move them down there and try and beta test. This is working for us. Our response times are cut in half. We're making strides and responding to these other very remote locations in the County with not a whole bunch of call volume, but the need is there.

Kevin McCall-County Vice Chair: What did PERA say?

Gary Smith- County Fire Chief: The concept of having seasonal employees is, and I want to get into this business, too. It probably won't happen until next year. It is when we talk about having deployable resources on the Resource Management Plan, the RMP, which most departments are part of. We're not a part of it because we don't have the resources to get it right. The Resource Management Plan is that we have a fire down at Dona Ana County, and they're calling for resources to come help fight that fire. We'll throw a couple of trucks onto this RMP, and there's a whole bunch of variable, different apparatus that will go on to that RMP from

Torrance County eventually, and then they'll pull those, and we'll get reimbursed for those fires as we get deployed. The concept of seasonal employees is more prevalent because we hire a whole bunch of Wildland firefighters, and we deploy them through the fire season. This is, and it's really silly, because I reached out to Greg Trujillo at PERA, and he was giving me the information. We're talking about the semantics of changing the name, and PERA is big at that. A skill base not deliverable to PERA for retirement, but over time, certain overtime hours are a semantic change. The only way it'll change how we utilize the employees and those in the seasonal status is, we'll be able to employ them for longer, but no, they are not going to put in the PERA. They will sign an exemption form, but the criteria are, they will have to have a cool-down period.

Kevin McCall-County Vice Chair: During the three-month cool-down period, you can have them staggered. It's not based on a month or a season?

Gary Smith- County Fire Chief: They can be staggered. I also reached out to the Union, maybe we'll employ them, and in September, we end up letting those guys go for a couple of months, and then we allow the full-time employees to get some overtime. There are different ways we can employ it. Also, we're talking about changing the actual salary rate for an EMT basic versus an EMT intermediate or EMT paramedic. Right now, they're all employed in the PRM status at \$24 an hour. We modified that a little bit, took the basics off that scale down to \$21 an hour, and moved the intermediates into \$23 an hour. Then bump up the paramedics, which we want more paramedics, because they give us so much more in providing for these constituents. Then we bump their pay up to \$26 an hour. It all equals out in the wash, but the basics will make a little bit less money than the seasonal status.

Kevin McCall-County Vice Chair: Will our full-time basics make less?

Gary Smith- County Fire Chief: No, this is all just dealing with a group of seasonal part-time, no benefits attached to this package at all. It's just a straight dollar amount.

Ryan Schwebach-County Chairman: There are a lot of EMTs who are looking for this kind of work. To get a little extra money, or they have nothing to do on the weekends.

Gary Smith- County Fire Chief: We have guys from departments in Los Alamos, for example, they don't run a whole bunch of calls, they do a lot of training, but

some of those providers want to come down and run calls and keep up on their skills.

Kevin McCall-County Vice Chair: What is the compensation between our full-time people and these seasonal employees? The last thing I want to do is have our full-time people move to season or get paid more than the seasonal.

Gary Smith- County Fire Chief: The package that you talk about with benefits, and you're all well aware, because we just sat in Executive Session over that PERA. It's a lot of money. Still, apples to apples, the whole compensation package. You'd have to get up into the higher 30s range to probably equate to what the benefits of the insurance, the PERA, and everything else equate to.

Kevin McCall-County Vice Chair: What is the hourly rate for the seasonal?

Gary Smith- County Fire Chief: What we're presenting right now is that the paramedics would be at \$26 an hour. All the PRN people who were stuck at \$24 an hour, whether they were basic, intermediate, or paramedic. That would be the biggest bump for those guys. They go up \$2 an hour. The basics would fall back. I didn't get any kickback from the Union on that. They know the situation we're in. Once we start running and we're up, solid with our full-time employees, we can back off having to lean on these individuals. There are no guaranteed hours because we want to take care of our full-time employees first. We have six applications going through the process. Tomorrow and Friday, we have interviews. It's going to take us time to build up what we need to do to be fully staffed.

Linda Jaramillo-County Commissioner: How many full-time employees?

Gary Smith- County Fire Chief: 13.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve

Kevin McCall-County Vice Chair: Seconds the motion.

Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:

MOTION CARRIED

C. FIRE: Request Approval to Submit Application for the Fire Protection Fund Grant for All Current Torrance County Fire Districts and Fire Administration for FY 2026.

Hanna Sanchez-Deputy Fire Chief: This is the same grant we put in every year. It's for the Fire Protection Grant. There's no cash match. We can put in seven different grants to also include an eighth, one of \$25,000 stipends, which are tied to stations. We have the six districts and the Fire Administration, but we can put in for a separate grant for Communications, a vehicle. Then also put in for the \$25,000 for stipends.

Kevin McCall-County Vice Chair: Does this affect the reorganization of the district?

Ryan Schwebach-County Chairman: Where are we at with that?

Gary Smith- County Fire Chief: I am waiting for a call back from the ISO. I want to make the right decision on whether we go with the two separated districts or consolidate as one. The State Fire Marshal and Chief Propp, in Valencia County, are encouraging us to go to one district. Chief Propp did go through the same process we're going through right now, and it's a lot cleaner. Once we do whatever we decide to do with the consolidation, whether it's two separate regions or it's one, we'll have one year to get all of our ducks in a row for when they come out and do their ISO evaluation. I'm waiting for John Borrow, he is the guy who comes out from ISO and does the actual testing and evaluation of our criteria. I want to make the right decision. I'm still getting all that information together. I'm hoping to have it at the next Commission meeting.

Kevin McCall-County Vice Chair: These grants don't matter. We can always do the seventh with an eighth job.

Gary Smith- County Fire Chief: When we consolidate, that's the big downfall. We won't be able to do grants for every district. We'll be able to do Admin, communications, and will still have theirs, and then we'll be able to do it, either at different regions or all as one department.

Kevin McCall-County Vice Chair: I'm not hung up on the amount of grants. Does that have one single grant? Can it all add up to the seven little ones together?

Ryan Schwebach-County Chairman: Historically, we've received these grants. What's the potential dollar difference that we're looking at?

Hanna Sanchez-Deputy Fire Chief: Last year, the highest amount was \$375,000 that we could get for Communications and Apparatus.

Ryan Schwebach-County Chairman: The Communications Apparatus is not tied to the district, or is it?

Hanna Sanchez-Deputy Fire Chief: It is we who have to put in per district. Now, when we consolidate, it's going to have to be one.

Ryan Schwebach-County Chairman: Does each district have a cap?

Hanna Sanchez-Deputy Fire Chief: It was at \$375,000; it's based on a project. Communications last year were \$375,000, along with apparatus. District Two received \$92,000 based on the quote we had to get base stations and mobile radios. District Three was higher, \$106,000, because we have the north station and the main station. We had two mobile radios that we had to put their base stations, and then we got 15 portable radios.

Ryan Schwebach-County Chairman: If we have one district, but we have seven stations, potentially, if we're looking at base stations for all of it, it's just a larger number.

Hanna Sanchez-Deputy Fire Chief: Based on the money that they put in for the pool, we can put in for the max. We did that one year with the SCBA administration, applied for that, and then we disseminated an equal amount to all districts.

Ryan Schwebach-County Chairman: I'm hearing that it may or may not affect the amount that we can get through this grant. We don't know.

Hanna Sanchez-Deputy Fire Chief: We don't know because the amount goes up in the pool every year. It depends on what they have available.

Gary Smith- County Fire Chief: It will, and remember, when I got hired, you tasked me with investigating this. I'm doing my due diligence, but it will decrease our opportunities for grants, because if you have seven darts, you're closer. There

will still be the same fire funds per the districts. As we lower the ISO, those fire funds will increase as well.

Ryan Schwebach-County Chairman: We have a lot of unknowns, but we're still collecting information.

Hanna Sanchez-Deputy Fire Chief: As it sits now, since we have not consolidated, we are still able to submit the seven applications.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve the application and give Manager Barela the authority to sign.

Linda Jaramillo-County Commissioner: Seconds the motion.

Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:

MOTION CARRIED

D. MANAGER: Request Approval of Amendment No. 1 to the Professional Services Agreement Between Torrance County and Wilson and Company, LLC for Design Services Related to the Torrance County Administrative Building.

Jordan Barela- County Manager: The last time this item was brought up to the Commission, it was tabled. There were a couple of additional questions that came from the Commission. Scott Neiss, with Wilson and Company, was actually out of the Country at the time and couldn't make the meeting. I tried to address some of those questions, and there should be a Wilson and Company summary page on your desk. That'll provide some overall context. All the contracts are in the packet material, but it's quite a bit of paperwork to vet through. The initial agreement that we had with Wilson and Company was B101, for basic services. The total contract amount, based on that, was \$544,379.14. One of the questions that came up was but so part of the fee structure was based on a percentage of the maximum allowable construction costs. One of the questions that came back from the Commission last time is, Where did that number of \$7.6 million come from initially? That is written into the agreement, our initial contract, as at the time that contract was executed, the maximum allowable construction costs. Then, about this contract modification, this request would be to increase the total compensation by \$124,199.75, and that would include \$33,400 for alternate site design, as well as

\$39,000 for alternate site civil engineering. The additional Civil Engineering would include additional survey work that needed to be done at the Judicial Court, assuming that there's the consolidation and there's going to be parking, crossing the lots as they're currently structured, new grading and drainage design, and a roadway design. Had Alan Ayers been paved up to the site, this would be to engineer that road and extend it from where it is at the Court Building, that dirt portion that goes to the new Admin Building location. From the initial contract, there was a savings of \$21,000 that was applied to the balance to reach the total of \$39,000 for alternative site Civil Engineering. There was also an increase of \$16,000 for value engineering of the building, and then an increase of \$27,000 for the fee based on the maximum allowable construction costs. The initial contract was written as \$7.6 million. Currently, there's \$14 million available for the project, and that's the current estimate that we're at. They applied that fee percentage for design towards the \$14 million, instead of the \$7.6 million, which got the \$27,000 increase. We also have GRT on top of that.

With this amendment, the total compensation for the contract with Wilson and Company would increase to \$668,578.89. To date, we've paid out approximately \$392,000 for their services, for design. Another question that did come up is about the total project costs, and with this amendment, assuming it is approved, the total design cost would be about 4.7% of the total project costs. That being said, Scott Neiss with Wilson, and Company, is on Zoom to answer any questions.

Kevin McCall-County Vice Chair: I pulled the contract up, and I see here that you're asking for an additional \$39,000 for alternative site Civil Engineering. Yet, in the contract, it says civil engineering is the responsibility of the architect. At what point did this new site generate those extra funds?

Scott Neiss - Architect with Wilson and Company: That is correct. When we went to the new site, the site is larger, and we are also tying the site into the Court complex site. As Manager Barela mentioned, I had the survey crew go ahead and expand the survey scope to include portions of the buildings on the Court Complex. As we design and complete the design of the site, we can have accurate information on where those existing buildings are, in addition to the existing utilities on the site. Yes, the site is part of our scope of work, but when we have to go back and redo the site, we'll need additional fees.

Kevin McCall-County Vice Chair: Wouldn't that be the additional survey area to include the Judicial Court site for an additional \$11,000, which you explained?

Scott Neiss - Architect with Wilson and Company: It wasn't to begin with. In prior conversations, when we talked about moving to this site to add, combine the sites, and move the building where it will encroach on the existing property line, it basically straddles the property line. That was new work that we did not anticipate. Hence, the additional fee.

Kevin McCall-County Vice Chair: I get the surveying site, but Civil Engineering, yes, it includes that. I'm still questioning the additional \$39,000, and if that's the case. I'd like to see what work was done on the old site.

Scott Neiss - Architect with Wilson and Company: I can tell you about the old site. We did some grading and drainage analysis. Drawings have just started. There isn't much to show in terms of drawing on the grading and drainage plan. There's not much there. It's just basically number crunching, doing a test in terms of locating the building in elevation and then grading to the perimeter of the site.

Ryan Schwebach-County Chairman: Do you have those plans?

Scott Neiss - Architect with Wilson and Company: There are no plans to show for the Alan Ayers site. It was just basically calculations and number crunching.

Ryan Schwebach-County Chairman: This is where I understand that it's a little bit more money because it's a different site, it's a change. When this was proposed to us two weeks ago, the reason we tabled it was that the work was already done at the original site. Is that not the case? What was it budgeted on the original site? How is it being applied to this additional \$124,000?

Scott Neiss - Architect with Wilson and Company: We've cut back the design of the Alan Ayers site significantly. I think the total would have been about three acres. We didn't have any roadway work in terms of Alan Ayers, except for maybe some driveways. It's a new site.

Ryan Schwebach-County Chairman: I understand it's a new site. How much money was spent on the old site? Where are the deliverables for that?

Scott Neiss - Architect with Wilson and Company: I'll have to get you the deliverables from our Civil Engineering group, I do not have those. \$21,000 was given back to the County from that original civil fee. That's shown in the documentation. In addition, the Chairman alluded to the fee being about 4.5% of the \$14 million. I listed a \$27,000 increase in fees due to the building increase and

the cost involved with doing a larger building design. If we put the \$14 million down at 6.5% that would total up about another \$400,000 in architectural fees based on our contract. I thought I was being quite fair in saying this is what we'll need to complete the documentation and get the building to the contractor at risk.

Linda Jaramillo-County Commissioner: In all of this being done, are we taking into account that we're trying to acquire other property, and it's going to stay where it is, no matter what?

Jordan Barela- County Manager: Yes, that is the intent. The two sites that are being evaluated right now are the sites that we currently have under ownership, because everything else is a variable. Everything related to this project is between the judicial site and the new admin building site.

Linda Jaramillo-County Commissioner: Are we working on that road?

Scott Neiss - Architect with Wilson and Company: The road is part of our scope for the Civil Engineering; it's included in this fee to tie into what's existing there, to bring it to the site. You will have a roadway design for the site of the New Administration Building.

Kevin McCall-County Vice Chair: Here's the real problem I have, as you say, we're going from \$7.6 million building to a \$14 million building, and you feel like you're treating us right, maybe you are. As I look at this contract, and all the deliverables that are not included and not provided, I see potential for more and more charges that you're not acting like that day will come, that's where I'm struggling. We need more because we go back to the original contract, and it's not provided by the Architect.

Scott Neiss - Architect with Wilson and Company: We are about 60 to 65% complete with the architectural, mechanical, plumbing, and electrical drawings. Civil would need to catch up on this. This additional fee for contract modification is to get us to the finish line and work with a contractor at risk to facilitate the construction. I don't foresee any more charges from Wilson and Company, the A&E group. This will get us to the finish line for permitting and the start of the construction administration, for which we still have 100% of our fees waiting to be used.

Kevin McCall-County Vice Chair: Is that a guarantee?

Scott Neiss - Architect with Wilson and Company: It's a guarantee. We want to finish this and get this project underway, under construction, and built for you.

Kevin McCall-County Vice Chair: I would like to see what this new site costs. Where would we be today if we were still on Alan Ayers?

Scott Neiss - Architect with Wilson and Company: As you recall, there was no sewer utility to the site, so we'd have to have a whole sewer system designed for that building. I don't know exactly what those fees would be, but that would be the increase.

Kevin McCall-County Vice Chair: You're saying this is \$33,400 for the site, the alternative site design was not applicable?

Scott Neiss - Architect with Wilson and Company: It would not be applicable. It'd have \$21,000 in civil, we'd also have some septic design associated with it. You're saying our architectural site plan was dialed in. It was complete. We are not complete with the court complex site, because I think there's still some dialogue that needs to take place on how we want to tie it to the existing site, to the core complex, via parking access, etc.

Kevin McCall-County Vice Chair: I'll grant you that. Are you saying that the alternate site Civil Engineering at \$39,000 would not be applicable today if we were still at the Alan Ayers site?

Scott Neiss - Architect with Wilson and Company: It would not be added. We'd have a civil engineering fee at Alan Ayers, which would be close to \$39,000 in total. There has to be an original Civil Engineering Design fee for Alan Ayers to do the grading and drainage. That is going to be, let's say, \$39,000. On top of that, for Alan Ayers, we'd need to analyze and do a septic design for the new Admin Building. I do not have fees for that, but let's estimate that another \$30,000 could be less. If you move the site to the court complex, we have \$60,000 in fees as well, but this includes a drainage report, includes the additional survey work done over the property line into the Court Complex site, and includes the roadway to tie in the existing roadway to the new site, the Admin Building driveways.

Kevin McCall-County Vice Chair: Earlier, you commented that the Civil Engineering would be there, yet, in the main contract, it says it's on the Architect.

Scott Neiss - Architect with Wilson and Company: It's part of our basic services, part of the scope.

Kevin McCall-County Vice Chair: Why would there be a Civil Engineering fee, whether we're at Alan Ayers or the new location?

Scott Neiss - Architect with Wilson and Company: It's part of the total contract amount. I'm breaking out the fee, and since we have a new site, we'd have to increase that amount. We've spent some money. There's more work to be done on the alternative new site.

Kevin McCall-County Vice Chair: I would like to see the deliverables from Allen Ayers.

Ryan Schwebach-County Chairman: If we have Civil Engineering prepped on that site in the original contract, it would be good to have NRA, or if we want to build on something else. You're telling me this \$39,000 is an addition?

Scott Neiss - Architect with Wilson and Company: That is correct. It's additional money we're seeking for the new site.

Ryan Schwebach-County Chairman: The main reason we're moving is the issue of no sewer. We spent money on this because the Commission thought the sewer was within the City, and that's when we learned it wasn't there. That was the purpose of moving this change. At what point did we discover how much money was spent at that point?

Scott Neiss - Architect with Wilson and Company: When we decided that there was no sewer, we took a look at the cost of what it would take to size the sewer, and that's where it ended. Could we provide a sewer? Then there was a discussion about the percolation.

Ryan Schwebach-County Chairman: At that point, you put everything on pause. I would like to see the civil engineering up to that point. I don't think we're ignorant that it was going to cost more money to change sites. I need to understand the \$125,000 change. I need that in black and white.

Scott Neiss - Architect with Wilson and Company: I tried to break that out.

Ryan Schwebach-County Chairman: What has not been broken out is what was done on the original site. That's what I don't have if we spend money on surveying. I need something on paper saying this is what we spend our money on.

Kevin McCall-County Vice Chair: The work that was done at Alan Ayers could be beneficial to the new owners if that deal goes through.

Scott Neiss - Architect with Wilson and Company: In speaking with our Civil Engineer, there's no drawing done. It was calculations. I can furnish you with everything that was done.

Ryan Schwebach-County Chairman: Give us that, and we will move forward with this. **No Action taken.**

E. CLERK: Request Approval of Professional Services Agreement Between Torrance County and Triadic Enterprises, Inc. to Provide Equipment, Software Licensing, Software Support, and Programming Services for the Torrance County Clerk's Office and Historical Data Archives for the Torrance County Assessor's, Manager's, and Treasurer's Offices.

Sylvia Chavez-County Clerk: Before you is a contract with Triadic. This is the system that runs the Clerk's Office, and historical data backup for the Treasurer's, Assessors, and Finance. It's not just the Clerk's Office that utilizes Triadic. It's pretty much every office in the building that uses Triadic, and that's for looking at, for deeds, for surveys, and this is just a contract to move forward with the services that they do provide for Torrance County.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve.

Linda Jaramillo-County Commissioner: Seconds the motion.

Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:

MOTION CARRIED

F. DWI: Request Approval of Amendment No. 1 to the Professional Services Agreement Between Torrance County and Gilbert Adrian Ortiz to Provide Services as the Teen Court Coordinator/Prevention Specialist, Extending the Term of the Contract Through June 30, 2026.

Myra Luna -County DWI Program Coordinator: We're asking for approval for an amendment one, the contract between the County and Gilbert Adrian Ortiz, Teen Court Coordinator and Prevention Specialist. Amendment number one, number 20, the DFA wanted clarification regarding Mr. Ortiz's credentials and responsibilities as a contractor.

Action Taken:

Kevin McCall-County Vice Chair: Motion to approve 13F.

Linda Jaramillo-County Commissioner: Seconds the motion.

Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:

MOTION CARRIED

G. GRANTS/DISPATCH: Request: (1) Ratification of a Request to the State Board of Finance to purchase Rapid SOS UNITE for the Torrance County Dispatch Center; and (2) Delegation of Signature Authority to the County Manager to Execute the Associated Service Agreement with a State Approved Vendor.

Luke Fields - Grants Administrator: This came before us in May, a couple of days before the deadline for submission. I did go ahead and put in the application for this grant on my own authority. That's why I'm coming before you today to request ratification for that application. We had to get it in to get the DFA to put this into the budget for us for next year. I did discuss with the Deputy County Manager the financial implications of this application, which are none for the County. There's no liability. This is a little bit of a funny grant. The application was a memo that I sent in along with the quote that you have before you. There are two parts to this. The first part is ratification of the application, and the application was approved. This was put into the DFA budget for Torrance County for this year. The good news is, there is a financial implication that we all pay for this on our cell phones. This is the 95 cents that you get charged for every cell phone for 911 services, and DFA is establishing this program; it's getting off the ground now, but the force multiplier that we will get with dispatch for adding the system is quite incredible. This is artificial intelligence that will be used to do active translation. The dispatchers hear English, and then the caller hears the translation back in whatever language they're calling in. The other area that it can help with. For couple of years ago, there was a storm near where I am, in Manzano, and there was a small fire that was started, and the Forest Service decided to let it burn. Of course, I and everybody else called 911, saying the same thing, and the dispatchers

were continuously answering the same question over and over again, this system would allow an AI to determine that it's a routine call and provide information, as a fake dispatcher letting them know that that call had already been received and taken care of. There are several different areas that these different programs will work with.

The first part is ratification of the application. The second part is that there are different vendors that we can go with to get the application in. I had to send in the quote from Rapid SOS, and that's what you have before you. Selena will have the opportunity to look at several different vendors, and the state will serve as the fiscal agent on this. It won't be coming through our books. It'll be directly from the state to the contractor, and then the services will be provided to us. The second part is a request to allow the County Manager to execute the agreement once we make a selection with the state-approved vendor.

Kevin McCall-County Vice Chair: Annual recurring totals are \$27,008.35, which is going to be completely covered by a grant. No matching funds.

Luke Fields - Grants Administrator: No matching funds. As long as that 95 cents is on your cell phone bill, the program is going to continue.

Action Taken:

Kevin McCall-County Vice Chair: Motion to approve 13G.

Linda Jaramillo-County Commissioner: Seconds the motion.

Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:

MOTION CARRIED

H. DISPATCH: Request Approval of an Unauthorized Purchase in the Amount of \$4,865.76 to Total Response for an Online Training Program.

Tanis Chroninger - Administrative Assistant, Dispatch: It was brought to my attention last week that we have an unpaid invoice with a company called Total Response. They provide a vital service to our Dispatchers. It's a software that helps them ask the right medical questions and obtain good information while the ambulance is on its way to medical calls. It was brought to our attention by a customer service representative with Total Response that they had a change in their

billing department, and after review, they found some overdue accounts. This invoice should have come to us on November 30, 2024, and be due December 30, 2024. We were not aware at the time because of the issues with their billing department. Now we're trying to get it sorted out and get them paid.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve.

Kevin McCall-County Vice Chair: Seconds the motion.

Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:

MOTION CARRIED

14. DISCUSSION

A. MANGER/TREASURER: Presentation on an Update to the Torrance County Investment and Deposit Policy.

Jordan Barela- County Manager: Rob Burpo has helped us evaluate this policy and will give a brief presentation on the policy and the packet material. The Investment Committee met a couple of weeks ago to discuss the County's current investment policy and where that stands. Before that, Mr. Burpo was provided our current policy and has looked at that and made some suggested changes based on statutory requirements and what the County might want to explore investing in.

Rob Berpo – Municipal Advisor, First American Financial Advisors,

Albuquerque: We looked at the policy that you approved in January, and it looked suspiciously like the old Lincoln County investment policy that was written in 2013 that I wrote for them. The biggest discussion the Investment Committee had the other day was in the world of money management, where you have brokers. Brokers make the world go round, but by law, they have to put themselves in their firm before you. That's just the law. Then you have fiduciaries, and these are people who advise on your money, who put your best interest before themselves and their firm. Many investment policies in the state and many communities and counties, and cities want to have the option of either working with a broker or with a fiduciary. It was the guidance from the Investment Committee that the broker component be taken out. From now on, people who deal with your money, who advise you, and invest your money, are fiduciaries. They are putting your best interests ahead of themselves and their firm. With that in mind, that was the guiding tool here.

The Board of County Commissioners, when you sit as the board of finance, you're going to be guided by the Prudent Person Act. What that says is, because you have the advice and consent responsibilities of the investment policy and overseeing what the Treasurer does with any money, even though she is the one who handles the day-to-day money, you have advice and consent over what she does. The Prudent Person Act says that you're going to treat your job with advice and consent as if the County's money were their own, and your decisions you're going to make would be based on the guidelines of the investment policy. You're saying, I know it's not my money, but if it were my money, this is how I would want it to be governed, based on the dictates of your investment policy. Your Investment Committee and Treasurer, because he's on the Investment Committee, become fiduciaries. Your Investment Committee is also going to take on that role, if they're putting your best interest ahead of their own. The fact that most of them are either elected or appointed officials of the County is important. The other big thing is, when we get towards the back of the policy, the whole issue of dealing with a broker has been taken out. That's a big change. Everybody's going to be a fiduciary. The change we made from what you saw before is the issue of what you can invest in. The statutes have changed over the years, and that policy has not been updated. You can now invest in brokerage certificates of deposit. Broker CDs come in two classifications. There are the ones that the brokers can sell, and they can commission, and then there are the ones that are advisory-based, where there's no commission. In other words, the bank is going to go straight to your Investment Advisor, or straight to the County. There's not going to be a commission. In the long and short, it's called a bank repo or a repurchase agreement. What you're going to do is, every day you're going to give the bank \$10 million, and they're going to give you 102% government securities back as collateral, and they're going to pay you a daily interest in today's markets, around 4%. At the end of the night, you give the securities back. They give you your money back. The next morning, the same thing. They do it every single night, every single day. It's called a bank repurchase. It's one of the most common products on the street right now, other than a money market fund, and money market funds 90% of their money is invested in bank repurchase agreements.

You're going to have this available to you. One of the things the state statute says you must have is your bank demand deposits, as opposed to, I want the money right now, as opposed to your time deposit, which are CDs or treasury bills. Your demand deposits must be deposited in a manned bank within the County. The main bank you have within the County is US Bank. I reached out to the President of US Bank, New Mexico, because we want to start having Torrance County get

institutional services, which are substantially higher. You're an institution, especially with the amount of PILT money that's been coming in that you've been building up. There are different services available to institutions that are not available to the retail world. The problem is the president of the bank. I called him, he said, "Well, Rob, I just left the bank two weeks ago, and so they don't have his replacement yet." This is the President of US Bank New Mexico. His predecessor is a good friend of mine as well, and he is finding out who the County needs to start working with. Their offices are on Jefferson, about three blocks from my office. As soon as they get me that name, I'll run by and meet with him, introduce myself, and get them getting the right people to work directly with the County. It's not really in the policy, per se, but it's part of increasing your banking relationship.

The only thing we didn't decide on is collateral. If you have a million dollars in the bank, they must give you 102% in securities as collateral. Statutes require 50% statutes also allow you to set your parameters so you're not doing anything that the statutes don't allow. Your parameters are higher. One of the things that might happen. This is why I talked about the bank relationship going to institutional, is typically when you have an institutional relationship, especially with a bank like US Bank, they're not going anywhere. They're not going under. If you were to go to 50% for example. I'm not advising this or telling you this, but this is the way this works. You're negotiating. If you go to 50% they will start doing the following things for you. There's you negotiating for less collateral in exchange for a, b, and c services that you don't pay for, that you're paying for now. That's the way this plays out. We provided for that in here. In the document you have before you. I put in how to deal with it if you want to go to 50%, 75% or 102% that language is in there as an alternative. If you're having a flat 100, I'm not saying which way you should go. Until we get the banking relationship improved.

We took out the issue about working with brokers, and now you're allowed to do two things. You can retain a registered Investment Advisor; they have to have certain securities licenses. They are fiduciaries. You can also have or separately, or you can retain a Professional Portfolio Manager. These are professionals; there are four or five great firms that only deal with government securities. Since you're a Class B County, really restricted if you're going to own Treasury securities. Treasury securities, bank, CDs, and repos. That's your investment options. Class A gets to do a few other things that you don't get to do, but you can, within this policy, you can hire a firm, now there are lots of different firms.

For example, Mutual funds. They are Portfolio Managers. They are managing your money, and you can hire them, and the statutes allow you to hire a mutual fund.

Your policy, specifically in the state statutes, is the same thing. You can't buy ones that have commissions attached. Mutual funds have a class A, where they'll charge you 6% upfront. You put \$100,000 in, and only \$94,000 gets invested, or they have a class B share where the broker still makes the 6% but the firm takes out a loan with your money and pays themselves back what they paid the broker, so your investment returns go down, plus they're always going to charge investment fee. None of those things are allowed in this policy; the only thing you can do is invest in institutional mutual funds that have no commissions. That's very specifically spelled out, and it opens up another group of places where you can invest your money. Again, everything we're doing in here is raising you to the institutional level. We're not letting people run away with your money. It does open a few new windows of repurpose agreements. One of the things I was going to mention is when you get your situation settled with your A&E firm on the Admin Building. One of the first things we've talked to the County Manager about is where you are going to need your bond money? Right now, that bond money is earning .75%. We can put it to work in either repos or quote brokered CDs. That market right now is paying about 4%. We'll probably limit it to 3.9% because you're not supposed to earn more than you're paying. You're paying 3.9% on your bond issue. We'll cap at 3.9%. You're going to go from .75%. We want to put that money to work for you as soon as possible. It'll be layered so that when you need \$200,000 in two months, there's \$200,000 CD or the repo, and when we get you an Investment Advisor in they can help you so that that will not be our firm.

I retired from the investment advisory staff on November 10 of 2023, after 48 years. I'm not doing that part of it anymore.

Kevin McCall-County Vice Chair: I appreciate the work that's been put forward, and thanks to Jordan for reading that policy and saying we need an update. Rob commented earlier that the world makes the brokers make the world go round and round, and then you sit there and say, "We're taking them out."

Rob Berpo – Municipal Advisor, First American Financial Advisors,

Albuquerque: That's a great point, let's say you want to buy a half-million-dollar two-year treasury bond. If you want to call up Merrill Lynch or Morgan Stanley, the Broker is going to charge you a commission. Half a million dollars, I want to make X dollars. Instead of earning 4%, you're only going to earn like 3.75%, and he's going to make the other .25% for two years. When you hire these non-investment bankers, the Portfolio Managers, they go, Okay, we need to buy half a million dollars for Torrance County, but we also need to buy another nine and a

half million dollars for our other clients. They call up 20 brokers and say, "We want to buy \$10 million of that same two-year Treasury note." All of a sudden, the Broker is going to go, okay, \$10 million versus half a million instead of charging a quarter of a percent, I'm going to charge you one-thirty-second of 1%. The Portfolio Managers are still going to work with Brokers, but they're working at a level; this is Wall Street money. An odd lot in Treasury bonds is a million dollars. Anything below that, you're at the mercy of the Broker. You're going to be at the institutional level, as opposed to the retail.

Kevin McCall-County Vice Chair: With all those stipulations, will it be tough to find a Portfolio Manager to handle our finances?

Rob Berpo – Municipal Advisor, First American Financial Advisors,

Albuquerque: No. There are four that I can think of right now that are being used by other institutions, other Counties, and Cities around the state that are excellent firms. I work with all of them. I have no allegiance to any of them. Most of their returns are very similar; the only difference you find is that some of them use a third-party custodian that has an extra fee. Some of them do their custodial work. For example, you find a Financial Advisor, one of the things you can do here is hire somebody, maybe in the greater New Mexico area, the greater Albuquerque area, that will start giving you some services. When Jordan has a question about cash flow, or when Kathryn has a question about interest rates, you can pick up the phone and get an answer in two minutes. You don't have that available to you right now. This is going to allow you to do that if you want. One of the things they will be able to do is work with all these institutional mutual funds. You call up Federated and say, We want to give you \$2 million, and I go, Okay, that's nice. It's great. Also, now your \$2 million is in with the other 10 and a half billion that they're managing in this one to three-year Treasury space. There are a lot of people who will want to treat you like an Institution. They are firms in Denver, Portland, and on Wall Street that'll do that. There are also Financial Advisors, Investment Advisors, Registered Investment Advisors, and fiduciaries that can work with you and fine-tune what your needs are. In other words, for example, you may have all your money in one to three year treasuries, but they might say, we think interest rates are going to go down, but maybe we need to take 5% of your money and put it into a four year or five year treasury and lock in some of those higher rates. Conversely, you might be in a four-year average maturity, and they think interest rates are going to go up. Well, we probably should sell some of that four-year stuff and put it down here in the two-year stuff and wait for the markets to go up. That's what an Investment Advisor will bring to the table that's provided for you in here.

You're not going to have any trouble finding professionals at the institutional level to manage the amount of money that you're talking about.

Jordan Barela- County Manager: One of the other discussions that we had was that we are compiling RFP templates to put out on the street for a Financial Advisor. We're seeing what other Municipalities and Counties are doing as far as that's concerned. We've also had discussions about potential RFPs for banking services. As we talk about what can be provided to the County, we're looking at RFPs that would frame the needs and wants of the County and then put that out on the street to see what type of services banking institutions would be willing to give back to us. Both of those are options that we're exploring right now.

Rob Berpo – Municipal Advisor, First American Financial Advisors, Albuquerque: You are not required by statute. They have all of your money in a bank that's manned within the County. You're required to have a demand deposit account with a member bank within the County. You may have three different banking relationships. You may have your ordinary day-to-day, general fund money here, but the excess money and your required reserves, you may have anywhere. That may not even be with the bank, in that I mean your required reserves, they're supposed to be there 24/7, anyway, one quarter of your general fund and 1/12 of your reserve can be in a segregated account earning interest outside of your demand money at the local bank. You're taking a step up here in your whole money management scheme.

Linda Jaramillo-County Commissioner: Is it best to stay with the one bank?

Rob Berpo – Municipal Advisor, First American Financial Advisors, Albuquerque: Not necessarily. There's a County that I've represented for 20-something years, and they only dealt with one bank, but they developed a great relationship with that bank. Quite frankly, three other banks in the County didn't want to do business with them. I represent another County that has five different banking relationships. There's no right or wrong answer.

Kevin McCall-County Vice Chair: Are we currently totally invested in that one?

Misty Witt-Deputy County Manager: We have US Bank and Century Bank. Century Bank holds the loan funds; only.

Rob Berpo – Municipal Advisor, First American Financial Advisors, Albuquerque: Century Bank has your bond proceeds. What we will do is, once we

find out when you need that money, until that situation gets sorted out, we may want to start putting a lot of that money in two or three-month brokered CDs right now, so that they're maturing. Once you get information from your A&E Firm, we can then change it, and we can do that within the next four or five days. We can do that with an email, because it's already provided for, the accounts are already set up. If you want to give the County Manager and the Treasurer direction, we can start working on that tomorrow. I can be at the bank at nine o'clock when they open the doors to help you with that.

Jordan Barela- County Manager: The big thing with that was the timeline on the construction of the Administration Building. There are short-term investments that we can put this in, but the maturity dates do get relevant, because when you're investing that funding, then it becomes when do you need the liquidity. We need \$600,000 tomorrow, and it's signed up in investments, which creates a bit of an issue for the project timeline. In the short run, there are mechanisms by which we can maximize returns on that money and recoup some of that interest that we're paying on those loan payments.

Kevin McCall-County Vice Chair: Why could you not draw from the DFA on our Capital Outlay, as we have quite a bit of money longer, as it is sitting there, we can earn a better interest?

Jordan Barela- County Manager: We could. That's absolutely an option.

Rob Berpo – Municipal Advisor, First American Financial Advisors, Albuquerque: The one thing I will mention, this is on the bond component of it, is that the IRS wants you to spend at least 5% of the money the first year, and most of it within three years. Just an observation.

Ryan Schwebach-County Chairman: Thank you.

B. MANAGER/TREASURER: Discussion on the Fiscal Year 2025 Year-End Closeout. - **Deferred**

C. MANGER'S REPORT:

Jordan Barela- County Manager: A couple of updates for the board. The first update I wanted to provide is to talk about the County Fairgrounds project.

Franken is on board. They are working with the design team now, the one hiccup that we run into as far as finalizing the design is specifically related to the Fire Suppression System. There are two options for design: one is to put a sprinkler system in the facility, and the other is to put fire-rated walls separating the existing sheep and goat barn from the new facility, as well as between the arena and the auxiliary space where the bathrooms are currently located. In terms of talking to the design team, they think that the sprinkler system is going to be the more cost-effective option versus the firewalls. The only issue we run into is about the hydrants next to the fairgrounds, on 10th Street. I have a meeting with the Mayor this afternoon at 2:30 to see what we might be able to do to address that. In terms of talking to the Chief, we can also test the flow rate at that hydrant. Essentially, what needs to happen is that, in order to design that suppression system appropriately, the design team and their engineers need to determine the flow rate of the water out of that hydrant towards the site. The one issue we run into is that there's not enough water pressure in the hydrant, or there wasn't when they were testing to make that determination. That's really what we're trying to figure out with the town: what the underlying issue might be, and how we can get that addressed? When it comes to design, without that data and that information coming from that hydrant, they don't know the type of system they need to design. Is that hydrant going to support the appropriate amount of pressure in the system coming off that water line? Do we need a storage tank with a pump that will pressurize the system individually, so you have an isolated suppression system? All of those are still questions that we're trying to get answers to, but what we are working on diligently, and we've had meetings with Chief Smith and the State Fire Marshal's Office, and now it's come down to, how do we get the data from the Hydra?

Ryan Schwebach-County Chairman: Are we going to have the same problem in the Admin Building?

Jordan Barela- County Manager: Potentially, when we met with the State Fire Marshal's Office, they mentioned that they came out and tested at the school system and ran into the same issue. I know that the Town of Estancia hired Water Works, a company that came out and tested the hydrants last week. That's when they determined that they couldn't provide test results because there wasn't enough pressure in the system to evaluate that. There's been some discussion about how to explore it.

Ryan Schwebach-County Chairman: The first thing in my mind, there's a water system here. People are paying for the water system. It's being subsidized by taxpayer dollars. That needs to be corrected. We need to have those answers.

Jordan Barela- County Manager: It is the most cost-effective way. Other things that you can do. There are dry gas systems and things like that. It's substantially expensive. In terms of looking at some of those systems, it's not only the upfront cost of putting them in place, but the long-term maintenance costs associated with those are relatively substantial. Relying on the water system is certainly the most cost-effective in the long run and at the time of construction. We'll work with the town to determine what's going on and what we need to do to get what we need to get that suppression system designed in up and functioning. The sprinkler system is more cost-effective; it's cheaper than actually doing the firewalls.

The other item I wanted to bring up, which was going to be item 14B, was the discussion on the Fiscal Year 2025 and closeout. Madam Treasure is sick. She couldn't be here today to be a part of that conversation. We are in the process of submitting our new budget for FY 26, and the public hearing will come before the Commission on the 23rd of this month. It overlaps with the year-end closeout for the prior fiscal year. One of the issues that we ran into through the closeout process was that the bank reconciliations on the County's main account were. It had not been completed throughout the year. At the time that we found out about this, we did have a CPA firm under contract that was working with the Treasurer's Office and Finance to determine the best practices, policies, and procedures. They've been able to sort of change course and start working on aiding the Treasurer's Office and getting those bank accounts reconciled. For us, the real issue lies in the fact that as we submit our budget on the 23rd, if those reconciliations haven't been completed by that time, it does theoretically throw off our cash balances. Likely will throw off our cash balances moving into FY 26, and all of that information has to be reported to DFA. From what we've heard from the audit firm, they believe that with some assistance, they can get the reconciliations completed before the deadline. We are working with the Treasurer's Office to put a training plan in place and a standardized plan in place to ensure that we don't run into this issue again next fiscal year, and we will likely bring this back up for a topic of discussion with the Commission whenever the Treasurer is available and back from her illness.

Ryan Schwebach-County Chairman: Hopefully, our budget will be presentable.

Jordan Barela- County Manager: The budget is going to be what the budget is. It's how much cash we have on hand that's leading into that fiscal year. That would be the number that's going to be a variable that does need to be reported to the DFA. We need to know as of June 30, whether those accounts are reconciled, and how much cash the County has in the bank on July 1st, moving into FY26.

Ryan Schwebach-County Chairman: Does it just have to be reconciled annually, quarterly?

Misty Witt-Deputy County Manager: Statutorily has to be reconciled daily.

Ryan Schwebach-County Chairman: We violated the statute. Was it we who were responsible for this?

Jordan Barela- County Manager: The bank reconciliation process happens with the Treasurer's Office.

Ryan Schwebach-County Chairman: The Treasurer's Office Department has been reconciled for a year, correct?

Jordan Barela- County Manager: I don't remember the last update, Misty. Do you know where they are in the process now, is reconciliations completed?

Misty Witt-Deputy County Manager: The CPA firm has completed the reconciliation through July of 2024; they are currently working on the other months, and they are in the audit firm.

Ryan Schwebach-County Chairman: Who's paying for the County's paying for audit firm? What does that cost?

Misty Witt-Deputy County Manager: Thus far, we're up to \$21,000.

Ryan Schwebach-County Chairman: How is he looking on the timeline, specifically on getting the reconciliation done in time for our budget, and turning out our budget?

Justin Maynard, CPA: We're very aware of the July 23 final budget approval. We've set a preliminary internal goal of identifying all variances by the 16th, which is next Wednesday. It's going to be a tight deadline, but we're working overtime to get that done as quickly as possible. At this point where we have a really good process in place to do that and to do it quickly, and we're aware of most of the common issues that we're coming across throughout the process, and we're able to fix those. We're working hand in hand with the Treasurer throughout the process, we've been training her and her staff on how to do it, and also how to do it quickly, how to fix issues if and when they come up. We've encouraged her to

document those very well, so if and when you know she is not to be reelected, for example, that the next person in the position would be able to quickly get up to speed. Thank you.

Ryan Schwebach-County Chairman: Thank you.

D. COMMISSIONERS' REPORTS:

1. Kevin McCall – County Vice Chairman, District 1

Kevin McCall- County Vice Chair: During the ICIP process, what funding mechanism were you looking at to redo Lexco? Why was Martinez put ahead of Lexco for the ICIP for the Capital Outlay?

Leonard Lujan-County Road Superintendent: We're trying to ask for TPF funding. Bohannon Houston helped me with that, because we're trying to get a whole different design on it, because we're getting more traffic on Lexco. That's why we put Martinez first, because Martinez, we're going to build it. This other one might turn into more construction, building, and making it safer for all the people.

Kevin McCall- County Vice Chair: What kind of money is available with TPF?

Leonard Lujan-County Road Superintendent: It all depends on how much money is given each year that we spend. Last year, I think it was somewhere \$40, \$50 million. Say what they split it up to all the projects, about 10-15 projects given out.

2. Ryan Schwebach- County Chairman, District 2

Ryan Schwebach-County Chairman: I want to briefly talk about Melody Ranch Water. I think everybody's going to see it on social media. The County has been working with the owner of the water system. It is a private system. As a County Emergency Management, we're facilitating where we can. It's very different than a public system. I want to make sure everybody knows that. On social media, I saw some stuff up there attacking, insinuating, some stuff on some of the owners. We need to back off a little bit and pay attention to what we're doing. The owner is an

88-year-old lady who has dementia. Yes, her name's on the paper. Her daughter's running it. Keep in mind, you put something out there saying, this is where she lives, she's got water, and let's make her suffer and stuff like that. That's not right. I'm pretty ashamed that people have done it, that being said, it is in the works that the water is going to be fixed as quickly as they can. As far as the County is concerned, we'll facilitate where we can.

3. Linda Jaramillo – County Commissioner, District 3

Linda Jaramillo-County Commissioner: I am still taking a lot of calls and answering a lot of emails, and I wanted to tell everybody out there that's been calling me that they're piling up. I'm going through the list and taking care of these calls and emails as I can. Most of the calls are about the roads. I talked to Leonard, and we are going to go out for a tour of all the roads. I am in constant contact with the Manager on some of the complaints that I get. I went to the Torrance County facility on Sunday and visited with Torrance County inmates. Rick Lopez was there. I sat in with them in their worship service, and they were very nice. I know most of the guys who are in it. I didn't get to visit with other detainees; I did with our people who are in there from Torrance County; everything seemed okay at the facility. Everything was quiet. Detainees were coming in and down the halls, and I spoke to them a little bit. I just said hello, but everything seems to be okay in there for now.

I met with Danette Cabber yesterday at the Tajique Land Grant transfer station that we're going to move to, and we looked at the new site that the land grant has, which is four acres, and there are two entrances. There were other properties in Tajique that the Manager told me about. We stopped by and looked at that too, and that's valid.

Ryan Schwebach-County Chairman: Have Danette get with the County Manager and hopefully give you some specs on how much what we need is designed, that sort of thing. The County leases that property for the sole purpose of a transfer station. I think we need to go out to RFP. They are looking and trying to locate another location, not necessarily within the land grant. We don't need four acres, and I would like a longer-term lease. We learned that Tajique has been wanting us to move this for a long time. They have other property. Yet this Commission hasn't seen an offer on the table to move it. I think we need to exhaust other avenues. We don't have a price on that new land. We don't have a price on what it's going to cost to put that station up there. There are improvements on it.

There are no details on who's going to improve the land, or how much it's going to cost monthly. We haven't looked at other locations. I think we need to keep it within the proximity, because that is a highly used station. I don't know if either of those came through in the best interest of the County.

Linda Jaramillo-County Commissioner: The other property that we saw was within the Shiraz Ranch, but that's a subdivision, and I don't know how that would work. It's a beautiful place, but it is in a subdivision.

Ryan Schwebach-County Chairman: Then we've identified some other properties.

Jordan Barela- County Manager: We have those that would be primarily for purchase, rather than lease. Some relatively decent-sized lots. When we looked at it from a cost perspective, there were some 10-acre lots. Seems to be about the smallest that you're going to find in that general area, ranging anywhere from \$22 to \$35,000. That's a big upfront expense. When you also take into consideration a 10-year lease, if you're paying \$500 a month for 10 years, that's \$60,000 over the lease. Short-term benefits versus long-term costs are associated. If you only need an acre for a transfer station, that does afford the County nine acres that could potentially be used.

Ryan Schwebach-County Chairman: That's my point. I would like to exhaust all those avenues before we just say yes. We don't have to do anything.

Kevin McCall-County Vice Chair: I don't think the County should be in the business of transfer stations. I think that it should be in the realm of Solid Waste. I understand that there is in the contract that the County is to provide three locations.

Ryan Schwebach-County Chairman: I don't agree. The reason is, I believe, that Solid Waste should be in the business of a landfill, and the County should be in the business of transfer, getting the trash to the landfill.

Kevin McCall-County Vice Chair: Who's running the stations?

Ryan Schwebach-County Chairman: Solid Waste is, but we're hiring them to do that, and that was one point in the contracts. The agreement is that that's a little bit clearer, to where we have options on who does that.

Kevin McCall-County Vice Chair: Out of the stations. How many does the County own the property?

Jordan Barela- County Manager: There are three sites under the contract that we agreed to provide, and one of those is in Tajique.

Ryan Schwebach-County Chairman: In Tajique, we did own it, but that land was given back to the land grant, and then we started leasing the site. That's one of the three that we own. I think the only one we don't own is Moriarty. Moriarty North Station has a long-term lease with DOT, like a 50-year lease or so.

Linda Jaramillo-County Commissioner: Can Solid Waste go ahead and find a property for itself?

Ryan Schwebach-County Chairman: We could, but I can go back to the overall concept that the County's responsibility is getting the trash. That's the only reason those transfer stations are there. That's what the Counties do for County residents, not municipalities. We're tasked with finding what is most cost-effective is what we need to do.

Linda Jaramillo-County Commissioner: Does Solid Waste have the money to purchase properties like that?

Ryan Schwebach-County Chairman: We'd have to get creative, but then it needs to be additional funds for the County. If they buy it for the County, then the County needs to be paying for it, so either way, it costs us.

Linda Jaramillo-County Commissioner: Do we have any idea how long a contract the Tajique Land Grant would give us?

Jordan Barela- County Manager: My understanding from talking to Andrew is that with the new site, specifically, they would be looking for more of a long-term lease.

Ryan Schwebach-County Chairman: Is it built up yet or not?

Jordan Barela- County Manager: I think there's still going to be some site work that needs to be done. They've put the gates on the property. The whole property is fenced in. There's some road base kind of leading into the driveway. In terms of talking to the Solid Waste, it would probably need a little bit more road base, in

addition to some brush clearance in that area, to make sure that there's a place to put in vehicles to turn around, because it still is a relatively wooded area. I think from the Land Grants perspective, with my conversations, that was part of the reason for the long term leases, is from their perspective, if there needs to be upgrades that need to be made to the property, they wouldn't want to invest that time and money and effort to bring it up to that standard, to then have the transfer station pull out shortly thereafter.

Kevin McCall-County Vice Chair: 10-year lease with who is doing the upgrades?

Jordan Barela- County Manager: That's subject to negotiation, but I think from the intent of it was to say we want the lease in case these upgrades need to be done, I would imagine that would fall on the property owner to do those upgrades.

Ryan Schwebach-County Chairman: We don't have a base price; we have nothing to look at.

Jordan Barela- County Manager: As far as we've been looking at other properties in there and ways to address that, with the specs that Danette gave us, discuss: this is the footprint, this is the need, what's it going to cost? As we were even talking about site upgrades. I certainly would think that's a responsibility that the property owner has to handle those, though it would have an implication potentially on how much the lease payment is. I think that's a factor also that comes into so when we're talking about lease price.

15. EXECUTIVE SESSION: None

16. Announcement of the next Board of County Commissioners Meeting:
July 23, 2025, at 9:00 AM.

17. Signing of Official Documents.

18. Adjourn.

Action Taken:

Ryan Schwebach-County Chairman: Motion to adjourn.

Linda Jaramillo-County Commissioner: Seconds the motion.

Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach
– County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:
MOTION CARRIED

The meeting adjourned at 11:58 AM.

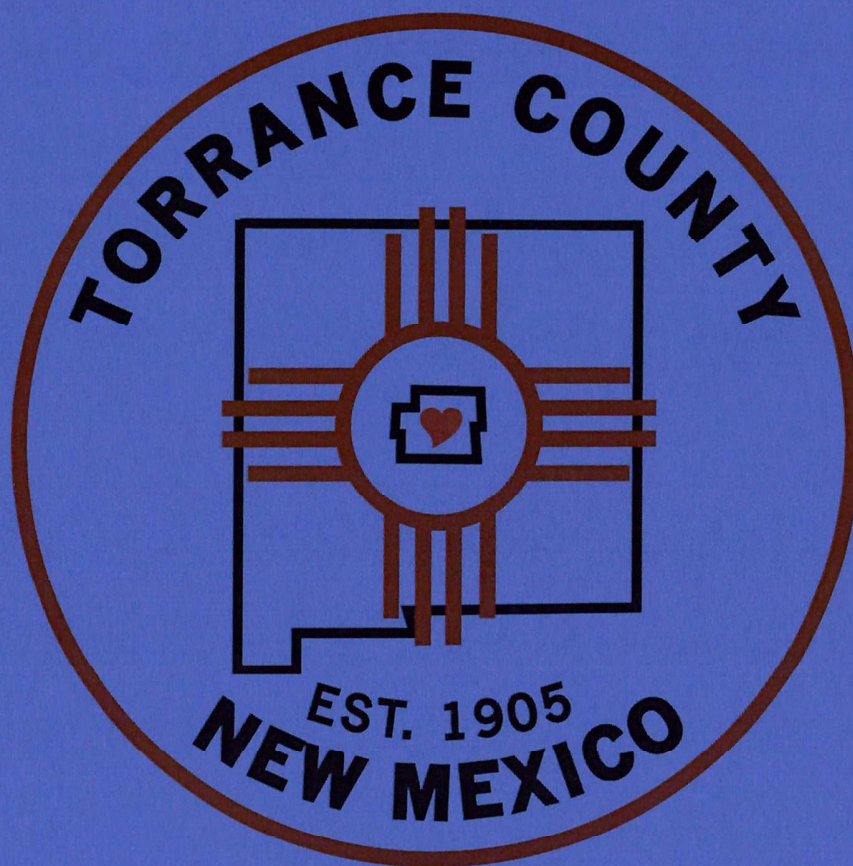
Ryan Schwebach – Chairman

Genell Morris – Admin Assistant

Date

Sylvia Chavez – County Clerk

The video and audio of this meeting are available upon request.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 10 A



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 **July 23, 2025**, and approved the attached check report as presented against the funds of Torrance County in the amount of **\$758,682.33**

Kevin McCall, District 1

Ryan Schwebach, District 2

Linda Jaramillo, District 3

Attest:

Sylvia Chavez, County Clerk

Torrance County Treasurer Approval:

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

Kathryn Hernandez, County Treasurer

Check Report Summary:

Check Report Dates: 07/03/2025 to 07/16/2025 **Total Payments: 96**

Total Checks: 81 Checks: 133750 to 133831

Voided Checks: 1 Checks: 133785

Bank Drafts: 9 DFT0001273, DFT0001274, DFT0001275, DFT0001276, DFT0001277,
DFT0001278, DFT0001281, DFT0001282, DFT0001283, (DFT0001279,
DFT0001280 NOT USED)

Electronic Fund Transfers: 5 EFT: 364 TO 368

Total Payments Issued: \$758,682.33



Torrance County, NM

My Check Report

By Check Number

Date Range: 07/03/2025 - 07/16/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Main Checking-Main Checking						
1232	CORECIVIC INC.	07/08/2025	EFT	0.00	86,278.92	364
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TCDF 062025	Invoice	07/08/2025	Inmate Housing	0.00	86,278.92	
	420-070-2172		CARE OF INMATES		75.00	
	420-070-2172		CARE OF INMATES		92,274.24	
	420-070-2172		CARE OF INMATES		1,176.28	
	420-070-2172		CARE OF INMATES		253.40	
	420-070-2172		CARE OF INMATES		-7,575.00	
	420-070-2172		CARE OF INMATES		75.00	
418	COLUMBUS BANK AND TRUST	07/16/2025	EFT	0.00	514.30	365
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005162	Invoice	07/17/2025	Flex Plan	0.00	514.30	
	401-000-9001		Payroll Liabilities		514.30	
4832	PRESBYTERIAN HEALTH PLAN	07/16/2025	EFT	0.00	50,547.40	366
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005173	Invoice	07/17/2025	Presbyterian Health Insurance	0.00	45,893.85	
	401-000-9001		Payroll Liabilities		45,893.85	
INV0005174	Invoice	07/17/2025	Presbyterian Health Insurance	0.00	4,653.55	
	401-000-9001		Payroll Liabilities		4,653.55	
VEN01472	PROFESSIONAL FIREFIGHTERS OF TORRANCE C	07/16/2025	EFT	0.00	161.00	367
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005161	Invoice	07/17/2025	FIRE FIGHTER UNION DUES	0.00	161.00	
	401-000-9001		Payroll Liabilities		161.00	
5189	SUNRISE BANK	07/16/2025	EFT	0.00	2,014.24	368
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005177	Invoice	07/17/2025	Sunrise Loan	0.00	2,014.24	
	401-000-9001		Payroll Liabilities		2,014.24	
4490	A RIFKIN COMPANY	07/03/2025	Regular	0.00	220.57	133750
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4255614	Invoice	07/02/2025	A Riffkin Ballot Bag Kit	0.00	220.57	
	640-021-2226		ELECTION COSTS		220.57	
VEN01318	Nicaea Spomer	07/03/2025	Regular	0.00	720.00	133751
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SOCORRO NM	Invoice	07/02/2025	TRAVEL TO SOCORRO NM FOR FIRE OFFIC	0.00	720.00	
	413-091-2205		TRAVEL - EMPLOYEES		720.00	
4464	NM APPARATUS LLC	07/03/2025	Regular	0.00	2,964.27	133752

My Check Report

Date Range: 07/03/2025 - 07/16/2025

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			
2117	Invoice	07/03/2025	Rescue 1-4 Maintenance/Repair	0.00	2,964.27	
416-083-2201			MAINTENANCE & REPAIR		1,732.50	
416-083-2201			MAINTENANCE & REPAIR		121.28	
416-083-2201			MAINTENANCE & REPAIR		180.92	
416-083-2201			MAINTENANCE & REPAIR		929.57	
VEN01147	Sanchez, Christopher	07/03/2025	Regular	0.00	720.00	133753
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
SOCORRO NM	Invoice	07/02/2025	TRAVEL TO SOCORRO NM FIRE OFFICER I	0.00	720.00	
413-091-2205			TRAVEL - EMPLOYEES		720.00	
5408	BANK OF AMERICA	07/08/2025	Regular	0.00	19.95	133754
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
88276	Invoice	07/03/2025	EBWPC website domain renewal	0.00	19.95	
650-071-2271			CONTRACT - OTHER SERV		19.95	
4130	CATERPILLAR FINANCIAL SVCS CORP.	07/08/2025	Regular	0.00	75,594.27	133755
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
3707965	Invoice	07/08/2025	2ND HALF 2025 MOTOR GRADER LEASES	0.00	75,594.27	
402-060-2607			LEASE PURCHASE		11,783.79	
402-060-2607			LEASE PURCHASE		11,783.79	
402-060-2607			LEASE PURCHASE		13,414.30	
402-060-2607			LEASE PURCHASE		13,414.30	
402-060-2607			LEASE PURCHASE		11,783.79	
402-060-2607			LEASE PURCHASE		13,414.30	
5319	DUCHARME, ARTHUR	07/08/2025	Regular	0.00	95.00	133756
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0005147	Invoice	07/08/2025	PZ Board member compensation	0.00	95.00	
401-008-2300			TRAVEL - APPOINTED BO		95.00	
5548	ESTRADA, CHRISTINA	07/08/2025	Regular	0.00	95.00	133757
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0005148	Invoice	07/08/2025	FY 2026 PZ meetings compensation	0.00	95.00	
401-008-2300			TRAVEL - APPOINTED BO		95.00	
VEN01250	Gilbert RW Sanchez	07/08/2025	Regular	0.00	95.00	133758
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0005150	Invoice	07/08/2025	FY 2026 PZ meeting compensation	0.00	95.00	
401-008-2300			TRAVEL - APPOINTED BO		95.00	
VEN01452	JESS L. SEGURA	07/08/2025	Regular	0.00	95.00	133759
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0005151	Invoice	07/08/2025	FY 2026 PZ meeting compensation	0.00	95.00	
401-008-2300			TRAVEL - APPOINTED BO		95.00	
3712	JOHNSTON, DANIELLE	07/08/2025	Regular	0.00	95.00	133760
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0005149	Invoice	07/08/2025	FY 2026 PZ meeting compensation	0.00	95.00	
401-008-2300			TRAVEL - APPOINTED BO		95.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3769	ANAYA, SENaida	07/10/2025	Regular	0.00	592.43	133761
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
NM CLERK AFFILI	Invoice	07/09/2025	TRAVEL TO MESCALERO NM NM CLERK A	0.00	592.43	
	401-020-2205		TRAVEL - EMPLOYEES		592.43	
5408	BANK OF AMERICA	07/10/2025	Regular	0.00	395.00	133762
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
#1961-9823	Invoice	07/08/2025	Shelter software subscription for 1 year	0.00	395.00	
	401-082-2269		SUBSCRIPTIONS & DUES		395.00	
5410	BERNALILLO COUNTY	07/10/2025	Regular	0.00	3,628.43	133763
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
93	Invoice	07/08/2025	Inmate Housing	0.00	3,628.43	
	420-070-2172		CARE OF INMATES		1,674.66	
	420-070-2172		CARE OF INMATES		1,953.77	
3698	CHAVEZ, SYLVIA	07/10/2025	Regular	0.00	452.00	133764
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
NM CLERK AFFILI	Invoice	07/09/2025	TRAVEL TO MESCALERO NM NM CLERK A	0.00	452.00	
	401-020-2205		TRAVEL - EMPLOYEES		452.00	
VEN01310	CLEARGOV INC	07/10/2025	Regular	0.00	8,343.00	133765
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2025-17501	Invoice	07/09/2025	Clear Gov FY2026	0.00	8,343.00	
	401-055-2228		SOFTWARE		8,343.00	
5416	CRYSTAL SPRINGS BOTTLED WATER	07/10/2025	Regular	0.00	22.00	133766
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9348922	Invoice	07/08/2025	Crystal Springs	0.00	22.00	
	911-080-2219		SUPPLIES - GENERAL OFFI		22.00	
5416	CRYSTAL SPRINGS BOTTLED WATER	07/10/2025	Regular	0.00	5.50	133767
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9348483	Invoice	07/09/2025	Crystal Springs	0.00	5.50	
	401-055-2219		SUPPLIES - GENERAL OFFI		5.50	
5308	DIRECTV, LLC.	07/10/2025	Regular	0.00	125.14	133768
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
069212456X2506	Invoice	07/09/2025	Direct TV Fire	0.00	125.14	
	416-083-2271		CONTRACT - OTHER SERV		125.14	
50	EMW GAS ASSOCIATION	07/10/2025	Regular	0.00	127.01	133769
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 0580	Invoice	07/09/2025	Animal Services Gas	0.00	61.86	
	401-082-2209		UTILITIES - NATURAL GAS		61.86	
06.2025 6380	Invoice	07/09/2025	Clerk Montly Gas	0.00	24.00	
	612-020-2308		VOTING MACHINE STORA		24.00	
06.2025 9530	Invoice	07/09/2025	Dispatch Monthly Gas	0.00	41.15	
	911-080-2209		UTILITIES - NATURAL GAS		41.15	
51	ESTANCIA, TOWN OF	07/10/2025	Regular	0.00	1,462.78	133770

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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		
06.2025 249.01	Invoice	07/09/2025	Admin Water	0.00	603.49	
	401-015-2210		UTILITIES - WATER		603.49	
06.2025 263.01	Invoice	07/09/2025	Facilities Monthly Water	0.00	209.56	
	401-015-2210		UTILITIES - WATER		209.56	
06.2025 279.01	Invoice	07/09/2025	Health Dept Water	0.00	107.60	
	401-024-2210		UTILITIES - WATER		107.60	
06.2025 284.01	Invoice	07/09/2025	Sr Center Monthly Water	0.00	131.76	
	401-036-2210		UTILITIES - WATER		131.76	
06.2025 654.01	Invoice	07/09/2025	Judicial Monthly Water	0.00	278.61	
	401-016-2210		UTILITIES - WATER		278.61	
06.2025 655.01	Invoice	07/09/2025	Sheriff Monthly Water	0.00	131.76	
	401-050-2210		UTILITIES - WATER		131.76	
2555	EVSWA	07/10/2025	Regular	0.00	254.64	133771
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5187	Invoice	07/08/2025	Animal disposal	0.00	254.64	
	401-082-2210		UTILITIES - WATER		254.64	
5642	Felicia Braman-Mahan	07/10/2025	Regular	0.00	402.40	133772
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
IFSAC I AND II	Invoice	07/09/2025	RETURN FROM SOCORRO NM IFSAC FIREF	0.00	402.40	
	413-091-2205		TRAVEL - EMPLOYEES		402.40	
3587	HOMESTEAD WATER CO.	07/10/2025	Regular	0.00	53.46	133773
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2025	Invoice	07/09/2025	Water Dist 5	0.00	53.46	
	405-091-2210		UTILITIES - WATER		53.46	
990	IRON MOUNTAIN RECORDS MANAGEMENT	07/10/2025	Regular	0.00	636.47	133774
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
203005323	Invoice	07/09/2025	Offsite Storage Clerk	0.00	636.47	
	612-020-2271		CONTRACT - OTHER SERV		636.47	
1264	JARAMILLO, LINDA	07/10/2025	Regular	0.00	123.58	133775
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
NM COUNTIES 88	Invoice	07/09/2025	RETURN FROM CLOVIS NM 88TH ANNUAL	0.00	123.58	
	401-005-2205		TRAVEL - EMPLOYEES		123.58	
5104	JONES & BARTLETT LEARNING,LLC	07/10/2025	Regular	0.00	176.91	133776
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1136856	Invoice	07/08/2025	Fire and Emergency Services Instructor 3r	0.00	176.91	
	413-091-2266		EMPLOYEE TRAINING		213.90	
	413-091-2266		EMPLOYEE TRAINING		-53.48	
	413-091-2266		EMPLOYEE TRAINING		16.49	
5570	MORRIS C., GENELL	07/10/2025	Regular	0.00	592.43	133777
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
NM CLERK AFFILI	Invoice	07/09/2025	TRAVEL TO MESCALERO NM NM CLERKS A	0.00	592.43	
	401-020-2205		TRAVEL - EMPLOYEES		592.43	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
25	NM COUNTY INSURANCE AUTHORITY	07/10/2025	Regular	0.00	34,329.00	133778
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
NMCIA-00089	Invoice	07/09/2025	Capital Adequacy Year 2	0.00	34,329.00	
	401-005-2212		INSURANCE - GENERAL LI		12,631.50	
	401-005-2214		WORKER'S COMPENSATI		11,152.50	
	401-050-2212		OTHER INSURANCE PREM		10,545.00	
3620	SANCHEZ, HANNA	07/10/2025	Regular	0.00	402.40	133779
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
IFSAC I AND II	Invoice	07/09/2025	RETURN FROM SOCORRO NM IFSAC FIREF	0.00	402.40	
	413-091-2205		TRAVEL - EMPLOYEES		402.40	
3915	STERICYCLE, INC.	07/10/2025	Regular	0.00	50.62	133780
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
30000994860	Invoice	07/09/2025	Biohazard Waste Services July-September	0.00	50.62	
	416-083-2230		SUPPLIES - MEDICAL		50.62	
178	U.S. POSTMASTER	07/10/2025	Regular	0.00	266.00	133781
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
BOX 258	Invoice	07/08/2025	POST OFFICE BOX DUES	0.00	266.00	
	401-040-2269		SUBSCRIPTIONS AND DUE		266.00	
2858	WASTE MANAGEMENT OF NM INC.	07/10/2025	Regular	0.00	230.65	133782
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0003896429	Invoice	07/08/2025	Yearly waste pick-up service	0.00	230.65	
	401-082-2210		UTILITIES - WATER		230.65	
859	BOUND TREE MEDICAL, LLC	07/10/2025	Regular	0.00	49.92	133783
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
85833782	Invoice	07/09/2025	EMS Supplies/Equipment/Medications FY	0.00	49.92	
	416-083-2230		SUPPLIES - MEDICAL		49.92	
50	EMW GAS ASSOCIATION	07/10/2025	Regular	0.00	805.94	133784
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 0450	Invoice	07/09/2025	Road Monthly Gas	0.00	33.18	
	402-060-2209		UTILITIES - NATURAL GAS		33.18	
06.2025 0500	Invoice	07/09/2025	Dist 6 Monthly Gas	0.00	42.63	
	418-091-2209		UTILITIES - NATURAL GAS		42.63	
06.2025 1510	Invoice	07/09/2025	McIntosh SC Monthly Gas	0.00	32.88	
	401-089-2209		UTILITIES - NATURAL GAS		32.88	
06.2025 1850	Invoice	07/09/2025	Admin Monthly Gas	0.00	50.72	
	401-015-2209		UTILITIES - NATURAL GAS		50.72	
06.2025 1990	Invoice	07/09/2025	Health Monthly Gas	0.00	48.85	
	401-024-2209		UTILITIES - NATURAL GAS		48.85	
06.2025 2330	Invoice	07/09/2025	Moriarty SC Monthly Gas	0.00	84.12	
	401-037-2209		UTILITIES - NATURAL GAS		84.12	
06.2025 3680	Invoice	07/09/2025	Dist 2 Monthly Gas	0.00	66.15	
	406-091-2209		UTILITIES - NATURAL GAS		66.15	
06.2025 4090	Invoice	07/09/2025	Fairboard Monthly Gas	0.00	24.00	
	401-053-2209		UTILITIES - NATURAL GAS		24.00	
06.2025 5870	Invoice	07/09/2025	Senior Center Monthly Gas	0.00	60.80	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	401-036-2209	UTILITIES - NATURAL GAS	Prior Year June 2025		60.80	
06.2025 6000	Invoice	07/09/2025	Judicial Monthly Gas	0.00	109.02	
	401-016-2209	UTILITIES - NATURAL GAS	Prior Year June FY2025		109.02	
06.2025 60-5390	Invoice	07/10/2025	Dist 3 Monthly Gas	0.00	40.15	
	408-091-2209	UTILITIES - NATURAL GAS	Prior Year June FY2025 5390		40.15	
06.2025 6140	Invoice	07/09/2025	Sheriff Monthly Gas	0.00	34.38	
	401-050-2209	UTILITIES - NATURAL GAS	prior Year June FY2025		34.38	
06-2025 60-9250	Invoice	07/10/2025	Dist 3 Monthly Gas	0.00	34.56	
	408-091-2209	UTILITIES - NATURAL GAS	Prior Year June FY2025 9250		34.56	
6.2025 71-6230	Invoice	07/10/2025	Dist 5 Monthly Gas	0.00	30.89	
	405-091-2209	UTILITIES - NATURAL GAS	Prior Year June FY2025 6230		30.89	
6.25 10-1860	Invoice	07/10/2025	Maintenance Monthly Gas	0.00	39.53	
	401-015-2209	UTILITIES - NATURAL GAS	Prior Year June FY 2025 1860		39.53	
6.25 10-5690	Invoice	07/10/2025	Maintenance Monthly Gas	0.00	26.48	
	401-015-2209	UTILITIES - NATURAL GAS	Prior Year June FY 2025 5690		26.48	
6.25 71-4510	Invoice	07/10/2025	Dist 5 Monthly Gas	0.00	47.60	
	405-091-2209	UTILITIES - NATURAL GAS	Prior Year June FY2025 4510		47.60	
	Void	07/10/2025	Regular	0.00	0.00	133785
5358	LAW ENFORCEMENT RISK MNGT GROUP	07/10/2025	Regular	0.00	150.00	133786
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
252824	Invoice	07/10/2025	Training for Undersheriff	0.00	150.00	
	401-050-2266		EMPLOYEE TRAINING		150.00	
			Training for Undersheriff - Onlin			
VEN01502	LAW ENFORCEMENT SEMINARS, LLC	07/10/2025	Regular	0.00	445.00	133787
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
2031428	Invoice	07/10/2025	COMMERCIAL VEHICLE AWARENESS TRAI	0.00	445.00	
	401-050-2266		EMPLOYEE TRAINING		445.00	
			COMMERCIAL VEHICLE AWARE			
3888	SAAVEDRA, RONALD S	07/10/2025	Regular	0.00	720.00	133788
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
SFST INSTRUCTO	Invoice	07/10/2025	TRAVEL TO LAS CRUCES NM SFST INSTRU	0.00	720.00	
	401-050-2205		TRAVEL - EMPLOYEES		720.00	
			TRAVEL TO LAS CRUCES NM SFS			
4989	SANCHEZ, RANDY	07/10/2025	Regular	0.00	402.40	133789
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
IFSAC I AND II	Invoice	07/10/2025	RETURN FROM SOCORRO NM IFSAC FIREF	0.00	402.40	
	408-091-2205		TRAVEL - EMPLOYEES		402.40	
			RETURN FROM SOCORRO NM IF			
3359	YOUNG, ERWIN	07/10/2025	Regular	0.00	720.00	133790
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
SFST INSTRUCTO	Invoice	07/10/2025	TRAVEL TO LAS CRUCES NM SFST INSTRU	0.00	720.00	
	401-050-2205		TRAVEL - EMPLOYEES		720.00	
			TRAVEL TO LAS CRUCES NM SFS			
419	AFLAC	07/16/2025	Regular	0.00	2,103.62	133791
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INVO005104	Invoice	07/03/2025	Aflac	0.00	720.20	
	401-000-9001		Payroll Liabilities		720.20	
INVO005105	Invoice	07/03/2025	Aflac	0.00	331.61	
	401-000-9001		Payroll Liabilities		331.61	
INVO005153	Invoice	07/17/2025	Aflac	0.00	720.20	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	401-000-9001	Payroll Liabilities	Aflac		720.20	
INV0005154	Invoice	07/17/2025	Aflac	0.00	331.61	
	401-000-9001	Payroll Liabilities	Aflac		331.61	
5450	AMAZON BUSINESS	07/16/2025	Regular	0.00	211.96	133792
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
17J9-4HQ4-RV19	Invoice	07/15/2025	FP Micro Fiche Black Toner Cartridge	0.00	211.96	
	401-020-2219	SUPPLIES - GENERAL OFFI	FP Micro Fiche Black Toner Cartr		211.96	
3522	AXON ENTERPRISES, INC.	07/16/2025	Regular	0.00	1,798.00	133793
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
141778	Invoice	07/16/2025	AXON Body Camera Bundles	0.00	1,798.00	
	401-050-2222	SUPPLIES - FIELD SUPPLIE	AXON Body Camera Bundles		1,798.00	
5538	BOHANNAN HUSTON, INC.	07/16/2025	Regular	0.00	6,476.33	133794
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
000135068	Invoice	07/16/2025	McIntosh Water System Improvements (P	0.00	6,476.33	
	836-045-2805	PHASE II EMWT MCINTOS	Conceptual Design		5,387.47	
	836-045-2805	PHASE II EMWT MCINTOS	Project Management		630.02	
	836-045-2805	PHASE II EMWT MCINTOS	NMGRT		458.84	
VEN01375	CHRIS L. ARCHULETA	07/16/2025	Regular	0.00	2,540.11	133795
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2025	Invoice	07/15/2025	Superior Lease Agreement	0.00	2,540.11	
	416-083-2204	RENT OF BUILDING/LAND	July Rent		2,540.11	
4270	COLONIAL LIFE	07/16/2025	Regular	0.00	710.48	133796
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005108	Invoice	07/03/2025	Colonial	0.00	208.84	
	401-000-9001	Payroll Liabilities	Colonial		208.84	
INV0005109	Invoice	07/03/2025	Colonial Post tax	0.00	146.40	
	401-000-9001	Payroll Liabilities	Colonial Post tax		146.40	
INV0005157	Invoice	07/17/2025	Colonial	0.00	208.84	
	401-000-9001	Payroll Liabilities	Colonial		208.84	
INV0005158	Invoice	07/17/2025	Colonial Post tax	0.00	146.40	
	401-000-9001	Payroll Liabilities	Colonial Post tax		146.40	
4167	CORRIENTE BUCKLE & SADDLE CO.	07/16/2025	Regular	0.00	4,050.00	133797
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
01-505585-00-0	Invoice	07/15/2025	Buckles	0.00	4,050.00	
	412-053-2246	SUPPLIES - BUCKLES	43 Various Buckles		3,960.00	
	412-053-2246	SUPPLIES - BUCKLES	Show Heifer Buckle		90.00	
5416	CRYSTAL SPRINGS BOTTLED WATER	07/16/2025	Regular	0.00	47.50	133798
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9348482	Invoice	07/15/2025	Crystal Springs Clerk's Office	0.00	47.50	
	401-020-2219	SUPPLIES - GENERAL OFFI	Prior Year June cooler rental		15.00	
	401-020-2219	SUPPLIES - GENERAL OFFI	Prior Year FY25 June water deliv		32.50	
VEN01187	Dearborn Life Insurance Company	07/16/2025	Regular	0.00	760.28	133799

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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		
CM0000213	Credit Memo	12/05/2024	VISION INSURANCE	0.00	175.75	
	401-000-9001		Payroll Liabilities		-175.75	
INV0005106	Invoice	07/03/2025	VISION INSURANCE	0.00	432.21	
	401-000-9001		Payroll Liabilities		432.21	
INV0005107	Invoice	07/03/2025	VISION POST TAX	0.00	40.43	
	401-000-9001		Payroll Liabilities		40.43	
INV0005155	Invoice	07/17/2025	VISION INSURANCE	0.00	422.96	
	401-000-9001		Payroll Liabilities		422.96	
INV0005156	Invoice	07/17/2025	VISION POST TAX	0.00	40.43	
	401-000-9001		Payroll Liabilities		40.43	
4834	DELTA DENTAL OF NEW MEXICO INC	07/16/2025	Regular	0.00	5,089.67	133800
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005110	Invoice	07/03/2025	Dental Insurance	0.00	2,283.99	
	401-000-9001		Payroll Liabilities		2,283.99	
INV0005111	Invoice	07/03/2025	Dental Insurance	0.00	289.62	
	401-000-9001		Payroll Liabilities		289.62	
INV0005159	Invoice	07/17/2025	Dental Insurance	0.00	2,226.44	
	401-000-9001		Payroll Liabilities		2,226.44	
INV0005160	Invoice	07/17/2025	Dental Insurance	0.00	289.62	
	401-000-9001		Payroll Liabilities		289.62	
4705	DOUBLE H AUTO	07/16/2025	Regular	0.00	192.20	133801
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
90548	Invoice	07/15/2025	Battery for the 2020 Super Duty 3/4 Ton.	0.00	192.20	
	401-065-2201		MAINTENANCE & REPAIR		192.20	
VEN01501	EMERGENCY SERVICES SUPPLY	07/16/2025	Regular	0.00	262,200.00	133802
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1082	Invoice	07/14/2025	Osage F-550 4x4 Remounted Ambulance	0.00	262,200.00	
	620-094-2618		CAPITAL OUTLAY - VEHICL		258,500.00	
	620-094-2618		CAPITAL OUTLAY - VEHICL		1,200.00	
	620-094-2618		CAPITAL OUTLAY - VEHICL		2,500.00	
2554	EPCOR USA, INC.	07/16/2025	Regular	0.00	115.73	133803
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 0739014	Invoice	07/15/2025	Monthly Water Dist 2	0.00	115.73	
	406-091-2210		UTILITIES - WATER		115.73	
51	ESTANCIA, TOWN OF	07/16/2025	Regular	0.00	133.57	133804
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 600.01	Invoice	07/16/2025	Fairgrounds Water	0.00	52.64	
	401-053-2210		UTILITIES - WATER		52.64	
06.2025 727.01	Invoice	07/16/2025	Fairgrounds Water	0.00	80.93	
	401-053-2210		UTILITIES - WATER		80.93	
5642	Felicia Braman-Mahan	07/16/2025	Regular	0.00	740.00	133805

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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		
FIRE SERVICE	Invoice	07/16/2025	TRAVEL TO ESPANOLA NM FIRE SERVICE I	0.00	740.00	
	413-091-2205		TRAVEL - EMPLOYEES		740.00	
5359	GALLAGHER BENEFIT SERVICES, INC.	07/16/2025	Regular	0.00	2,810.00	133806
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
347053	Invoice	07/14/2025	Benefits Svc Contract	0.00	2,810.00	
	401-014-2272		CONTRACT - PROFESSION		2,810.00	
5019	GLOBE LIFE & ACCIDENT INSURANCE	07/16/2025	Regular	0.00	163.00	133807
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005163	Invoice	07/17/2025	Globe Life Insurance	0.00	163.00	
	401-000-9001		Payroll Liabilities		163.00	
VEN01477	JARAMILLO ACCOUNTING GROUP LLC	07/16/2025	Regular	0.00	15,928.50	133808
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2576	Invoice	07/15/2025	Internal Audit	0.00	15,928.50	
	620-094-2272		CONTRACTS- PROFESSIO		1,128.50	
	620-094-2272		CONTRACTS- PROFESSIO		14,800.00	
5179	LEAF CAPITAL FUNDING LLC	07/16/2025	Regular	0.00	572.53	133809
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
18634395	Invoice	07/15/2025	P&Z Plotter Printer	0.00	572.53	
	401-008-2284		LEASE EQUIPMENT		20.31	
	401-008-2284		LEASE EQUIPMENT		552.22	
4339	LIBERTY NATIONAL LIFE INSURANCE	07/16/2025	Regular	0.00	2,425.12	133810
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005116	Invoice	07/03/2025	Liberty Life Insurance	0.00	827.52	
	401-000-9001		Payroll Liabilities		827.52	
INV0005117	Invoice	07/03/2025	Liberty Life Insurance	0.00	379.84	
	401-000-9001		Payroll Liabilities		379.84	
INV0005118	Invoice	07/03/2025	Liberty Life Insurance	0.00	5.20	
	401-000-9001		Payroll Liabilities		5.20	
INV0005165	Invoice	07/17/2025	Liberty Life Insurance	0.00	827.52	
	401-000-9001		Payroll Liabilities		827.52	
INV0005166	Invoice	07/17/2025	Liberty Life Insurance	0.00	379.84	
	401-000-9001		Payroll Liabilities		379.84	
INV0005167	Invoice	07/17/2025	Liberty Life Insurance	0.00	5.20	
	401-000-9001		Payroll Liabilities		5.20	
VEN01183	Metropolitan Life Insurance Company	07/16/2025	Regular	0.00	2,716.61	133811
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005119	Invoice	07/03/2025	MET LIFE LTD	0.00	770.96	
	401-000-9001		Payroll Liabilities		770.96	
INV0005120	Invoice	07/03/2025	Metlife employer	0.00	588.27	
	401-000-9001		Payroll Liabilities		588.27	
INV0005121	Invoice	07/03/2025	Metropolitan Supplemental Life	0.00	6.36	
	401-000-9001		Payroll Liabilities		6.36	
INV0005168	Invoice	07/17/2025	MET LIFE LTD	0.00	762.91	
	401-000-9001		Payroll Liabilities		762.91	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
INV0005169	Invoice	07/17/2025	Metlife employer	0.00	581.75	
	401-000-9001		Payroll Liabilities		581.75	
INV0005170	Invoice	07/17/2025	Metropolitan Supplemental Life	0.00	6.36	
	401-000-9001		Payroll Liabilities		6.36	
1139	MOUNTAINAIR, TOWN OF	07/16/2025	Regular	0.00	236.31	133812
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
06.2025 01-0171	Invoice	07/14/2025	Mtnr Sr Center Utilities	0.00	236.31	
	401-027-2209		UTILITIES - NATURAL GAS		118.53	
	401-027-2210		UTILITIES - WATER		117.78	
177	NEW MEXICO COUNTIES	07/16/2025	Regular	0.00	19,368.00	133813
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
NMAC-00093	Invoice	07/15/2025	New Mexico Counties FY26 Participation F	0.00	19,368.00	
	401-005-2269		SUBSCRIPTIONS & DUES		19,368.00	
4987	NEW YORK LIFE	07/16/2025	Regular	0.00	134.34	133814
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0005123	Invoice	07/03/2025	New York Life Insurance	0.00	67.17	
	401-000-9001		Payroll Liabilities		67.17	
INV0005172	Invoice	07/17/2025	New York Life Insurance	0.00	67.17	
	401-000-9001		Payroll Liabilities		67.17	
4464	NM APPARATUS LLC	07/16/2025	Regular	0.00	422.91	133815
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
2120	Invoice	07/14/2025	Brush 3-1 PM and Inspection	0.00	422.91	
	408-091-2201		MAINTENANCE & REPAIR		247.50	
	408-091-2201		MAINTENANCE & REPAIR		25.81	
	408-091-2201		MAINTENANCE & REPAIR		132.27	
	408-091-2201		MAINTENANCE & REPAIR		17.33	
1096	NM RETIREE HEALTH-CARE AUTHORI	07/16/2025	Regular	0.00	6,968.63	133816
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0005139	Invoice	07/03/2025	Retiree Health Care	0.00	17.26	
	401-000-9001		Payroll Liabilities		17.26	
INV0005143	Invoice	07/02/2025	Retiree Health Care	0.00	1,073.63	
	401-000-9001		Payroll Liabilities		1,073.63	
INV0005175	Invoice	07/17/2025	Retiree Health Care	0.00	5,877.74	
	401-000-9001		Payroll Liabilities		5,877.74	
583	NMAC GIS AFFILIATE	07/16/2025	Regular	0.00	50.00	133817
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
2025-2026-20	Invoice	07/14/2025	GIS Affiliate Yearly Dues	0.00	50.00	
	401-008-2269		SUBSCRIPTIONS & DUES		50.00	
2015	PLATEAU	07/16/2025	Regular	0.00	4,578.10	133818
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
07.2025 3061934	Invoice	07/16/2025	County Internet and Wireless phone Svc	0.00	4,578.10	
	401-096-2207		TELECOMMUNICATIONS		4,578.10	
2021	PRE-PAID LEGAL SERVICES, INC	07/16/2025	Regular	0.00	536.36	133819

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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		
INV0005115	Invoice	07/03/2025	Legal Shield	0.00	268.18	
	401-000-9001		Payroll Liabilities		268.18	
INV0005164	Invoice	07/17/2025	Legal Shield	0.00	268.18	
	401-000-9001		Payroll Liabilities		268.18	
107	QWEST CORPORATION	07/16/2025	Regular	0.00	328.80	133820
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 7435	Invoice	07/16/2025	Jail Fund Qwest	0.00	328.80	
	401-096-2207		TELECOMMUNICATIONS		328.80	
3620	SANCHEZ, HANNA	07/16/2025	Regular	0.00	740.00	133821
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
FIRE SERVICE	Invoice	07/16/2025	TRAVEL TO ESPANOLA NM FIRE SERVICE I	0.00	740.00	
	413-091-2205		TRAVEL - EMPLOYEES		740.00	
VEN01156	SANCHEZ, JAVIER ERNESTO	07/16/2025	Regular	0.00	38.76	133822
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
316763	Invoice	07/16/2025	Wasp Yellow Jacket Foam Spray for Admin	0.00	38.76	
	401-015-2238		MAINTENANCE & REPAIR		38.76	
VEN01463	STATE OF NEW MEXICO CHILD SUPPORT STATE	07/16/2025	Regular	0.00	218.77	133823
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005176	Invoice	07/17/2025	Child Suppot	0.00	218.77	
	401-000-9001		Payroll Liabilities		218.77	
VEN01189	Teleflex LLC	07/16/2025	Regular	0.00	4,950.00	133824
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9510251191	Invoice	07/16/2025	EZ-IO Needles	0.00	4,950.00	
	416-083-2230		SUPPLIES - MEDICAL		1,650.00	
	416-083-2230		SUPPLIES - MEDICAL		1,650.00	
	416-083-2230		SUPPLIES - MEDICAL		1,650.00	
VEN01439	THE WRAP LAB, INC.	07/16/2025	Regular	0.00	1,175.00	133825
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
01717	Invoice	07/15/2025	Vehicle Graphics	0.00	1,175.00	
	401-050-2201		MAINTENANCE & REPAIR		1,100.00	
	401-050-2201		MAINTENANCE & REPAIR		75.00	
1335	TORRANCE COUNTY	07/16/2025	Regular	0.00	174.81	133826
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005178	Invoice	07/17/2025	Torrance County Property Tax	0.00	174.81	
	401-000-9001		Payroll Liabilities		174.81	
5414	TX CHILD SUPPORT SDU	07/16/2025	Regular	0.00	249.69	133827
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005182	Invoice	07/17/2025	TX SDU CHILD SUPPORT	0.00	249.69	
	401-000-9001		Payroll Liabilities		249.69	
5637	Velocity Systems	07/16/2025	Regular	0.00	77.00	133828

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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		
78697	Invoice	07/11/2025	Velcro Closure Padded Shoulder Sleeve	0.00	77.00	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		70.00	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		7.00	
2787	WASHINGTON NATIONAL INSURANCE CO	07/16/2025	Regular	0.00	27.70	133829
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005131	Invoice	07/03/2025	Washington National Life	0.00	13.85	
	401-000-9001		Payroll Liabilities		13.85	
INV0005180	Invoice	07/17/2025	Washington National Life	0.00	13.85	
	401-000-9001		Payroll Liabilities		13.85	
810	WILLARD, VILLAGE OF	07/16/2025	Regular	0.00	111.44	133830
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 310.01	Invoice	07/14/2025	Monthly water	0.00	111.44	
	418-091-2210		UTILITIES - WATER		111.44	
VEN01486	ZIAPRINT	07/16/2025	Regular	0.00	358.00	133831
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
13802	Invoice	07/10/2025	Business Cards	0.00	358.00	
	401-050-2221		PRINTING/PUBLISHING/A		10.00	
	401-050-2221		PRINTING/PUBLISHING/A		174.00	
	401-050-2221		PRINTING/PUBLISHING/A		174.00	
5380	VOYA HOLDINGS, INC.	07/03/2025	Bank Draft	0.00	2,871.90	DFT0001273
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005130	Invoice	07/03/2025	Voya	0.00	2,871.90	
	401-000-9001		Payroll Liabilities		2,871.90	
233	PUBLIC EMPLOYEES RETIREMENT	07/03/2025	Bank Draft	0.00	60,914.86	DFT0001274
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005132	Invoice	07/03/2025	PERA Retirement	0.00	60,914.86	
	401-000-9001		Payroll Liabilities		14,249.10	
	401-000-9001		Payroll Liabilities		35,050.70	
	401-000-9001		Payroll Liabilities		8,461.18	
	401-000-9001		Payroll Liabilities		3,153.88	
448	NM TAXATION & REVENUE	07/03/2025	Bank Draft	0.00	7,966.83	DFT0001275
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005134	Invoice	07/03/2025	State Tax	0.00	7,966.83	
	401-000-9001		Payroll Liabilities		7,966.83	
1656	INTERNAL REVENUE SERVICE	07/03/2025	Bank Draft	0.00	54,108.33	DFT0001276
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005135	Invoice	07/03/2025	Federal Tax	0.00	54,108.33	
	401-000-9001		Payroll Liabilities		26,118.86	
	401-000-9001		Payroll Liabilities		20,101.49	
	401-000-9001		Payroll Liabilities		7,887.98	
448	NM TAXATION & REVENUE	07/03/2025	Bank Draft	0.00	167.76	DFT0001277

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005136	Invoice	07/03/2025	State Tax	0.00	167.76	
	401-000-9001		Payroll Liabilities		167.76	
1656	INTERNAL REVENUE SERVICE	07/03/2025	Bank Draft	0.00	3,609.64	DFT0001278
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005137	Invoice	07/03/2025	Federal Tax	0.00	3,609.64	
	401-000-9001		Payroll Liabilities		96.54	
	401-000-9001		Payroll Liabilities		2,847.22	
	401-000-9001		Payroll Liabilities		665.88	
233	PUBLIC EMPLOYEES RETIREMENT	07/03/2025	Bank Draft	0.00	134.84	DFT0001281
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005140	Invoice	07/03/2025	PERA Retirement	0.00	134.84	
	401-000-9001		Payroll Liabilities		26.23	
	401-000-9001		Payroll Liabilities		108.61	
448	NM TAXATION & REVENUE	07/03/2025	Bank Draft	0.00	26.76	DFT0001282
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005141	Invoice	07/03/2025	State Tax	0.00	26.76	
	401-000-9001		Payroll Liabilities		26.76	
1656	INTERNAL REVENUE SERVICE	07/03/2025	Bank Draft	0.00	156.55	DFT0001283
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005142	Invoice	07/03/2025	Federal Tax	0.00	156.55	
	401-000-9001		Payroll Liabilities		16.70	
	401-000-9001		Payroll Liabilities		71.28	
	401-000-9001		Payroll Liabilities		68.57	

Bank Code Main Checking Summary

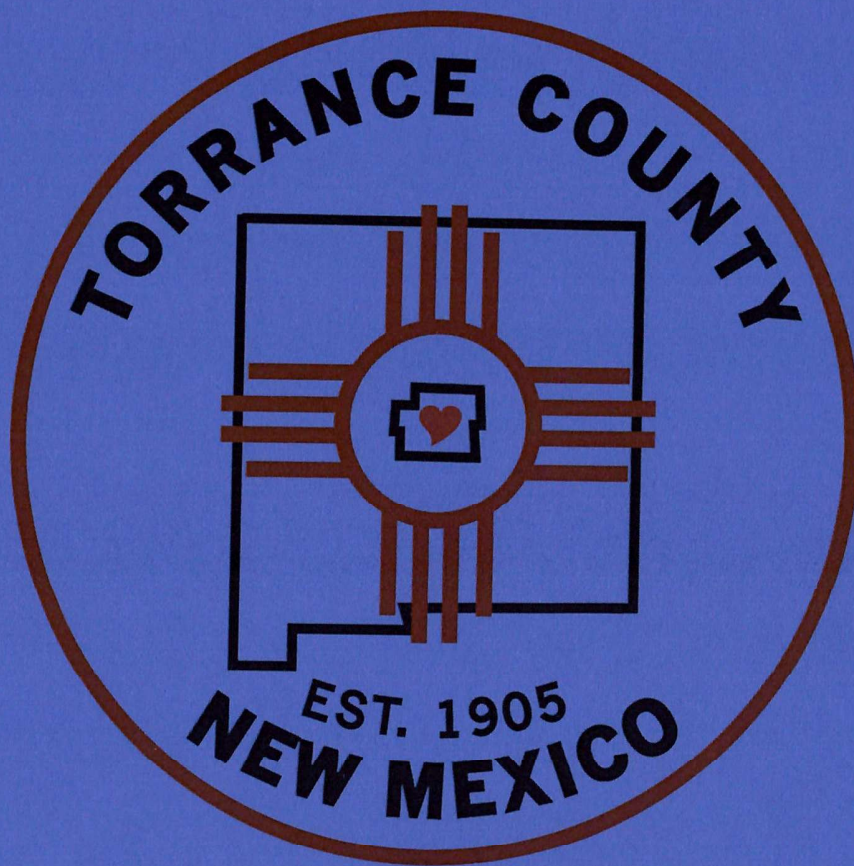
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	133	81	0.00	489,209.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	9	9	0.00	129,957.47
EFT's	6	5	0.00	139,515.86
	148	96	0.00	758,682.33

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	133	81	0.00	489,209.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	9	9	0.00	129,957.47
EFT's	6	5	0.00	139,515.86
	148	96	0.00	758,682.33

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	7/2025	758,682.33
			758,682.33



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 11



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 A



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 A

**TORRANCE COUNTY
RESOLUTION NO. 2025 - _____**

**A RESOLUTION AUTHORIZING BUDGET ADJUSTMENTS TO
THE FY2024-2025 BUDGET**

WHEREAS, the Torrance County Commission in regular session on Wednesday, July 23, 2025, did authorize budget adjustments to the FY2024-2025 budget; and

WHEREAS, budget adjustments require approval from the Department of Finance and Administration; and

WHEREAS, Torrance County requests approval for the budget adjustments set forth in the attached Schedule A and Schedule B.

NOW, THEREFORE, BE IT RESOLVED that the Torrance County Board of County Commissioners authorizes the attached budget adjustments in Schedule A and Schedule B and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, APPROVED, AND ADOPTED THIS 23RD DAY OF JULY, 2025.

BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY:

Ryan Schwebach, Chair, District 2

Kevin McCall, Vice Chair, District 1

Linda Jaramillo, Member, District 3

ATTEST:

Sylvia Chavez, Torrance County Clerk

Date

APPROVED AS TO FORM:

Michael Garcia, Torrance County Attorney



Torrance County

Resolution 2025-

Budget Adjustment

Schedule A

Budget Increase

Torrance County FY2025 Budget (LGBMS line item structure)

Fund	Department	Account	Adjustment
11000 General Operating Fund	0001 No Department	41500 Property Tax - Current	80,015.00
11000 General Operating Fund	0001 No Department	41200 Gross Receipts Tax - County Local Option C	2,044,745.00
11000 General Operating Fund	0001 No Department	41520 Property Tax - Penalty & Interest	14,395.00
11000 General Operating Fund	0001 No Department	44070 County Clerk Filing & Recording Fees	4,604.00
11000 General Operating Fund	0001 No Department	42600 Motor Vehicle Excise Tax	4,798.00
11000 General Operating Fund	0001 No Department	44270 Impact Fees	1,219.00
11000 General Operating Fund	0001 No Department	44030 Animal Pound Fees	83
11000 General Operating Fund	0001 No Department	44160 Probate Fees	40
20300 County Property Valuation	0001 No Department	41540 Property Tax - 1% Administrative Fee	22,036.00
20300 County Property Valuation	0001 No Department	44990 Other Charges for Services	5,563.00
20400 County Road	0001 No Department	42900 Other State Shared Taxes	2,095.00
21800 Intergovernmental Grants	0001 No Department	47499 Other State Grants	1,926.00
21800 Intergovernmental Grants	0001 No Department	47999 Private - Other	50,000.00
21800 Intergovernmental Grants	2002 General Administration	51060 Salaries - Overtime	19,290.00
21800 Intergovernmental Grants	2002 General Administration	57999 Other Operating Costs	76,623.00
22500 Clerks Recording & Filing	0001 No Department	44070 County Clerk Filing & Recording Fees	1,317.00
24200 Local PILT (Payment in Li	0001 No Department	47900 Private - Payments in Lieu of Taxes (PILT)	473,938.00
29900 Other Special Revenue	0001 No Department	47699 Federal - Other	4,464,102.00
29900 Other Special Revenue	0001 No Department	46900 Miscellaneous - Other	435
29900 Other Special Revenue	0001 No Department	46010 Contributions/Donations	100
29900 Other Special Revenue	2002 General Administration	52010 FICA - Regular	731
29900 Other Special Revenue	2002 General Administration	55999 Contract - Other Services	20,960.00
29900 Other Special Revenue	2002 General Administration	57999 Other Operating Costs	4,409,975.00
39900 Other Capital Projects	0001 No Department	46300 Loan Proceeds	550,797.00
70200 Property Taxes Held for C	0001 No Department	41500 Property Tax - Current	647,926.00
70200 Property Taxes Held for C	0001 No Department	41510 Property Tax - Prior Year	627,497.00
70200 Property Taxes Held for C	1006 County Treasurer	57999 Other Operating Costs	99,900.00
79900 Other Trust & Agency	0001 No Department	46900 Miscellaneous - Other	90
11000 General Operating Fund	0001 No Department	61200 Transfers Out	141,252.00
29900 Other Special Revenue	0001 No Department	61100 Transfers In	49,141.00
21800 Intergovernmental Grants	0001 No Department	61100 Transfers In	92,111.00
20900 Fire Protection	0001 No Department	46060 Reimbursements/Refunds	94
39900 Other Capital Projects	0001 No Department	46030 Interest Income	5,740.00
24200 Local PILT (Payment in Li	2002 General Administration	57999 Other Operating Costs	11,200.00

13,924,738.00



Torrance County

Resolution 2025-

Budget Adjustment

Schedule B

Budget Increase

Torrance County FY2025 Budget (Tyler ERPPro 10 line item structure)

Budget Increase					
Revenue			Expenditure		
Tyler Line Item	Description	Amount	Tyler Line Item	Description	Amount
428-000-0999	Fund Balance	\$ 28,181	428-034-2064	FICA/Medicare	\$ 731
			428-034-2313	Stipends	\$ 27,450
617-000-0999	Fund Balance	\$ 14,924	617-050-2104	Salaries-Overtime	\$ 14,924
825-000-1386	Care of Inmates	\$ 4,464,102	825-070-2172	Care of Inmates	\$ 4,382,525
810-000-1061	JAG Grant	\$ 1,926	810-050-2104	Supplies-Overtime	\$ 4,366
736-000-1010	Current Property Taxes	\$ 6,642	736-000-3000	Disbursement	\$ 7,887
735-000-1020	Delinquent Property Taxes	\$ 23	735-000-3000	Disbursement	\$ 15,867
733-000-1010	Current Property Taxes	\$ 10,452			
732-000-1010	Current Property Taxes	\$ 30,610	732-000-3000	Disbursement	\$ 49,956
725-000-1010	Current Property Taxes	\$ 759	725-000-3000	Disbursement	\$ 24,669
724-000-1010	Current Property Taxes	\$ 36,467	724-000-3000	Disbursement	\$ 1,521
723-000-1010	Current Property Taxes	\$ 18,360			
722-000-1010	Current Property Taxes	\$ 219,255			
722-000-1020	Delinquent Property Taxes	\$ 625,565			
721-000-1010	Current Property Taxes	\$ 234,210			
641-000-1370	Miscellaneous	\$ 473,938	641-009-2270	Refunds	\$ 11,200
629-000-0999	Fund Balance	\$ 76,623	629-060-2793	Match Ewing Road Project	\$ 76,623
612-000-1225	Clerk's Equipment Fund	\$ 1,317			
610-000-1200	Permit Fees	\$ 5,563			
610-000-1560	Reappraisal Taxes	\$ 22,036			
591-000-1010	Current Property Taxes	\$ 71,130			
578-000-1010	Current Property Taxes	\$ 4,838			
577-000-1010	Current Property Taxes	\$ 12,181			
575-000-1010	Current Property Taxes	\$ 443			
561-000-1026	Loan Proceeds	\$ 550,797			
561-000-1180	Interest Earned	\$ 5,740			
522-000-1010	Current Property Taxes	\$ 2,579			
522-000-1020	Delinquent Property Taxes	\$ 1,909			
431-000-1214	Carrol Petrie Foundation Grant	\$ 50,000			
430-000-1400	Donations	\$ 100			
417-000-1705	Childrens Trust Fees	\$ 90			
405-000-1310	Refunds	\$ 94			
402-000-1510	Motor Vehicle-Road	\$ 413			
402-000-1540	MV Miles Maintained	\$ 1,682			
401-000-1530	Motor Vehicle Fees	\$ 4,798			
401-000-1408	Gross Receipts County Area W/Ref	\$ 797,205			
401-000-1407	Gross Receipts County Area	\$ 12,511			
401-000-1406	Gross Receipt Countywide W/Ref	\$ 626,515			
401-000-1405	Gross Receipts Countywide	\$ 608,281			
401-000-1385	Animal Shelter Fees	\$ 83			
401-000-1371	Court Compliance Fees	\$ 233			
401-000-1210	Clerks Fees	\$ 4,604			
401-000-1220	Probate Fees	\$ 40			
401-000-1200	Permit Fees	\$ 1,219			
401-000-1050	Property Penalty & Interest	\$ 14,395			
401-000-1010	Current Property Taxes	\$ 80,015			
419-000-0999	Fund Balance	\$ 20,960	419-005-2259	EVSWA County Contract Underage	\$ 20,960
609-000-1218	Returned Check Fee	\$ 435			
REVENUE TOTAL		\$ 9,144,243	EXPENSE TOTAL		\$ 4,638,679

Cash Transfer					
Transfer From:			Transfer To:		
Line Item	Description	Amount	Line Item	Description	Amount
401-000-1952	Transfer Out of Fund	\$ 20,960	419-000-1950	Transfer Into Fund	\$ 20,960
401-000-1952	Transfer Out of Fund	\$ 28,181	428-000-1950	Transfer Into Fund	\$ 28,181
401-000-1952	Transfer Out of Fund	\$ 4,785	617-000-1950	Transfer Into Fund	\$ 4,785
401-000-1952	Transfer Out of Fund	\$ 13,631	635-000-1950	Transfer Into Fund	\$ 13,631
401-000-1952	Transfer Out of Fund	\$ 213	805-000-1950	Transfer Into Fund	\$ 213
401-000-1952	Transfer Out of Fund	\$ 31,289	826-000-1950	Transfer Into Fund	\$ 31,289
401-000-1952	Transfer Out of Fund	\$ 42,193	828-000-1950	Transfer Into Fund	\$ 42,193
Total		\$ 141,252	Total		\$ 141,252



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 14 A



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 14 B

VETERINARY SERVICES AGREEMENT

THIS AGREEMENT entered this _____ day of _____, 2025, by and between the **COUNTY OF TORRANCE** (hereinafter the "County") and **WESTERN TRAILS VETERINARY HOSPITAL**, (hereinafter the "Veterinarian").

1. **SCOPE OF SERVICES.** The Veterinarian shall provide services, including sterilization of canines and felines, and such other veterinary services to which the parties may from time to time agree. The Veterinarian retains sole discretion to determine whether any animal is sufficiently healthy and of sufficient weight to perform sterilization procedures.
2. **STANDARD OF CARE.** The Veterinarian covenants with the County to furnish professional skill and judgement with due care in accordance with the accepted standards of those performing like services, in accordance with acceptable standards of the veterinary profession in effect on the date hereof. The Veterinarian further states that Dr. Krystle Hutsel shall primarily be the Veterinarian designated to fulfill the obligations under this Agreement. Other veterinarians or veterinary technicians employed by the Veterinarian may be delegated certain functions.
3. **TERM.** This contract shall expire on the anniversary date hereof, except that the parties may agree to extend the contract, subject to the requirements of New Mexico law governing governmental procurement.
4. **TERMINATION.** Either party may terminate this Agreement without cause upon thirty days prior written notice to the other party. ~~Either party may terminate this Agreement upon seven days prior written notice prior to the other should the other fail to perform in accordance with the terms and conditions hereof.~~
5. **COMPENSATION.** As compensation in full for routine sterilization and vaccination services to be rendered by the Veterinarian herein, the County shall pay to the Veterinarian the sum of \$110.00 for each female dog, female cat, and male dog sterilization including rabies vaccination injection and \$75.00 for each male cat sterilization including rabies vaccination injection. The total amount of compensation shall not exceed \$20,000 except by a written amendment approved by the County. The County shall pay gross receipts tax on the amounts billed by the Veterinarian for their services and reimbursable expenses.

6. **STATUS AS CONTRACTOR.** The Veterinarian and their agents, employees and consultants are independent contractors performing professional services to the County and are not employees of the County.
7. **ASSIGNMENTS.** The Veterinarian shall not assign or transfer any interest in this Agreement without written prior approval, in writing, by the County.
8. **RECORDS.** The Veterinarian shall maintain records which indicate the date, time, and nature of service rendered to the County. The County reserves the right to inspect such records at any time upon reasonable notice. The County shall have the right to audit the billings at any time upon reasonable notice.
9. **INSURANCE.** The Veterinarian shall maintain errors and omission insurance (malpractice) in an amount of not less than one million dollars (\$1,000,000) for the protection of the County.
10. **INDEMNIFICATION.** The Veterinarian will defend, hold harmless, and indemnify the County from and against any and all liability, loss, claims, damages, wages or overtime compensation due its employees, costs, attorneys' fees, and expenses of whatever kind or nature which the County may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder including but not limited to fraud, embezzlement, or dishonesty on the part of any person represented or employed by the Veterinarian, or by reason of the intentional or negligent act of the Veterinarian or its agents, representatives and/or employees.

The Veterinarian further agrees that it will, at its own expense, defend all claims, actions, suits, or proceedings that may be brought against the County in connection with the above and satisfy, pay, and discharge all judgments or other resolution of claims that may be entered against the County in any such action or proceedings.

The Veterinarian further agrees that it is responsible for all claims arising from the hiring of individuals relating to activities provided under the Contract. All individuals hired are employees of the Veterinarian and not of the County.

11. **MERGER.** This Agreement incorporates and merges all the agreements, covenants, and understandings between the parties hereto concerning the

subject matter hereof. No prior agreements or understanding, verbal or otherwise, shall be valid of enforceable unless embodied in this Agreement.

12. **APPLICABLE LAW.** The laws of the State of New Mexico shall govern this Agreement. Any provision hereof determined to be invalid or unenforceable shall be stricken here from, and the remainder of this Agreement shall be the full force and effect.

13. **BRIBES, GRATUITIES AND KICKBACKS PROHIBITED.** Either party prohibits bribes, gratuities, and kickbacks. This Agreement incorporates by reference, as if fully stated herein, the applicable criminal laws prohibiting bribes, gratuities and kickbacks as required by NMSA 1978, § 13-1-191.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first written above.

COUNTY OF TORRANCE

County Manager

VETERINARIAN

ATTEST:

TORRANCE COUNTY CLERK

APPROVED AS TO FORM:

TORRANCE COUNTY ATTORNEY

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, 13-1-191.1 (2007), any person seeking to enter a contract with any state or agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two year prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process; or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise,

collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign contribution" includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

"Pendency of the procurement process" means the time commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

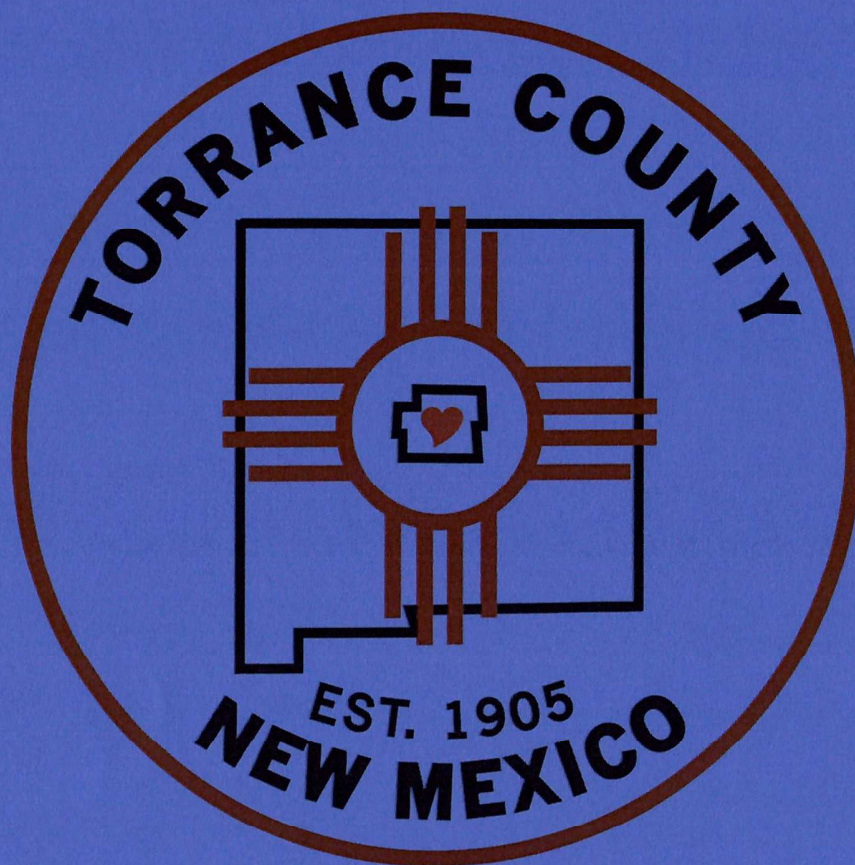
(Attach extra pages if necessary)

Signature Date Title (position)

--OR--

NO CONTRIBUTIONS IN THE COMBINED TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date Title (position)



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 14 C

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered this ____ day of _____, 2025 by and between **Torrance County, New Mexico**, (hereinafter the "County"), and **Krystle Hutsel, DVM**, (hereinafter "Contractor") for the provision of professional services to the **Torrance County Animal Shelter** (hereinafter the "Animal Shelter").

1. **SCOPE OF SERVICES:** Contractor agrees to perform the following services and/or provide the following services to the Animal Shelter, as the supervising veterinarian:
 - a. Review the standard operating procedures (SOP) regarding Humane Euthanasia and the controlled drug accountability standards used by the shelter.
 - b. Assist the Animal Shelter in ordering-controlled substances and supplies used by the shelter.
2. **PAYMENT:** The County hereby agrees to pay the Contractor the sum of \$500.00 plus gross receipts tax for each actual inspection of the shelter to perform the services set out above. THE MAXIMUM AMOUNT TO BE PAID UNDER THIS AGREEMENT SHALL NOT EXCEED \$1,000.00 per annum.
3. **TERM:** This Agreement shall expire on the anniversary date hereof, except that the parties may agree to extend the contract, subject to the requirements of New Mexico law governing governmental procurements.
4. **STATUS AS CONTRACTOR:** In the performance of services hereunder, Contractor shall be an independent contractor of the County. The parties shall perform as set out in this Agreement, and each accepts the contractual relationship, established herein.
5. **STANDARD OF CARE:** The Contractor covenants with the County to furnish his professional skill and judgment with due care in accordance with the accepted standards of those performing like services, in accordance with acceptable standards of his profession in effect on the date hereof.
6. **TERMINATION:** Either party may terminate this Agreement without cause upon thirty days prior written notice to the other. Either party may terminate this Agreement upon seven days prior written notice to the other should the other fail to perform in accordance with the terms and conditions hereof.

In the event of any termination of this Agreement, which is not the fault of Contractor, Contractor shall receive all amounts payable hereunder in respect to services performed through the date of such termination.

7. **CONFIDENTIALITY:** Contractor shall comply with New Mexico law concerning the disclosure of confidential information pertaining to any County activity.
8. **ASSIGNMENT:** Re-assignment or transfer of this professional services contract requires prior consent from the County.
9. **CONFLICT OF INTEREST:** No officer, employee, or agent of the County who exercises any function or responsibility in connection with the services provided pursuant to this agreement, or any other person who exercises any function or responsibility hereunder, shall have any personal financial interest, direct or indirect, in this agreement.
10. **GOVERNING LAW:** The laws of the State of New Mexico shall govern this Agreement.
11. **INDEMNIFICATION:** The Contractor will defend, hold harmless, and indemnify the County from and against any and all liability, loss, claims, damages, wages or overtime compensation due its employees, costs, attorneys' fees, and expenses of whatever kind or nature which the County may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder including but not limited to fraud, embezzlement, or dishonesty on the part of any person represented or employed by the Contractor, or by reason of the intentional or negligent act of the Contractor or its agents, representatives and/or employees.

The Contractor further agrees that it will, at its own expense, defend all claims, actions, suits, or proceedings that may be brought against the County in connection with the above and satisfy, pay, and discharge all judgments or other resolution of claims that may be entered against the County in any such action or proceedings.

The Contractor further agrees that it is responsible for all claims arising from the hiring of individuals relating to activities provided under the Agreement. All individuals hired are employees of the Contractor and not of the County.

12. **ENTIRE AGREEMENT:** This Agreement represents the entire agreement between the parties and incorporates all prior negotiations, representations, or agreements, written or oral,

between the Contractor and the County. The Contractor and the County may amend this Agreement by written instrument signed by both parties.

13. **BRIBES, GRATUITIES AND KICKBACKS PROHIBITED:** Either party prohibits bribes, gratuities, and kickbacks. This contract incorporates by reference, as if fully stated herein, the applicable criminal laws prohibiting bribes, gratuities and kickbacks as required by NMSA 1978, § 13-1-191.

IN WITNESS THEREOF, the parties have executed this agreement hereto in an original and one counterpart copy.

COUNTY OF TORRANCE

County Manager

VETERINARIAN

ATTEST:

TORRANCE COUNTY CLERK

APPROVED AS TO FORM:

TORRANCE COUNTY ATTORNEY

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, 13-1-191.1 (2007), any person seeking to enter a contract with any state or agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. Filing of this form is mandatory even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two year prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect or expend

contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

"Pendency of the procurement process" means the period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official:

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

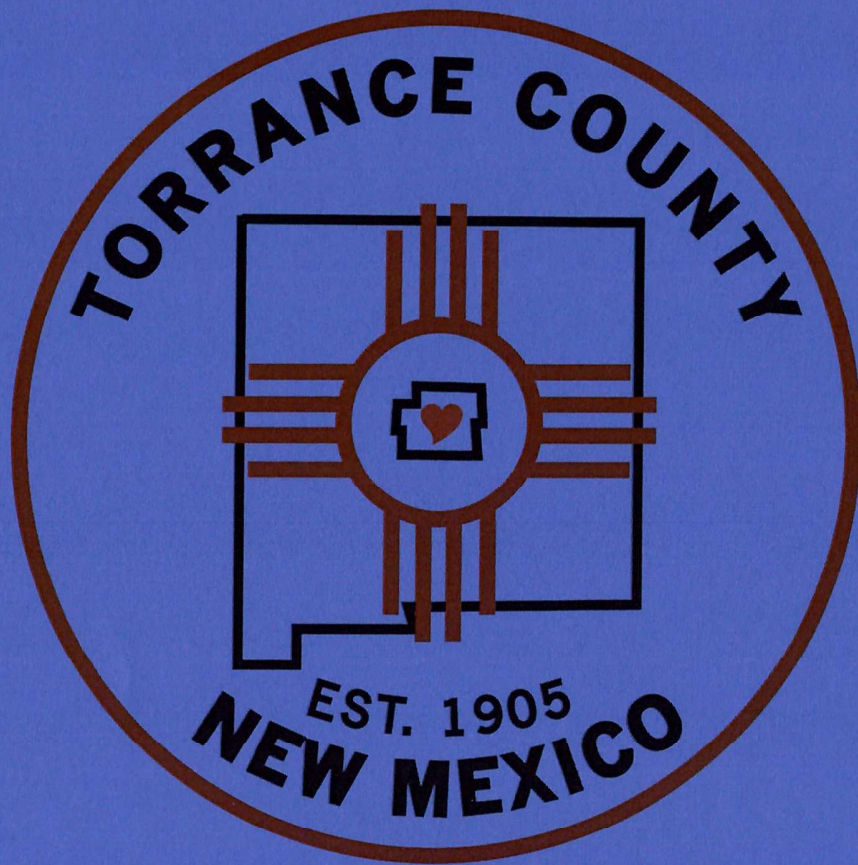
--OR--

NO CONTRIBUTIONS IN THE COMBINED TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 14 D

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered this ____ day of _____, 2025 by and between Torrance County, New Mexico, (hereinafter the "County"), and Kathleen West, RPh, (hereinafter "Contractor") for the provision of professional services to the Torrance County Animal Services (hereinafter the "Animal Services").

1. **SCOPE OF SERVICES:** Contractor agrees to perform the following services and/or provide the following materials to the Animal Services, as the supervising veterinarian:

- a. Review the standard operating procedures (SOP) regarding Humane Euthanasia and the controlled drug accountability standards used by the Animal Services.
- b. Assist the Animal Shelter in ordering-controlled substances and supplies used by the shelter.
- c. Perform quarterly inspections as required by the State of New Mexico.

2. **PAYMENT:** The County hereby agrees to pay Contractor the sum of \$250.00 plus gross receipts tax for each actual inspection of the shelter to perform the services set out above. **THE MAXIMUM AMOUNT TO BE PAID UNDER THIS CONTRACT SHALL NOT EXCEED \$1,000.00 per annum** including gross receipts tax.

3. **TERM:** This Agreement shall expire on the 1- year anniversary date hereof, except that the parties may agree to extend the Agreement, subject to the requirements of New Mexico law governing governmental procurements.

4. **STATUS AS CONTRACTOR:** In the performance of services hereunder, Contractor shall be an independent contractor of the County. The parties shall perform as set out in this Agreement, and each accepts the contractual relationship, which is established herein.

5. **STANDARD OF CARE:** Contractor covenants with the County to furnish her professional skill and judgment with due care in accordance with the generally accepted standards of those performing like services, in accordance with acceptable standards of the profession in effect on the date hereof.

6. **TERMINATION:** This Agreement may be terminated without cause by either party upon thirty days prior written notice to the other party. This Agreement may be terminated by either party upon seven days prior written notice to the other should the other fail to perform in accordance with the terms and conditions hereof.

In the event of any termination of this Agreement, which is not the fault of Contractor, Contractor shall be paid all amounts payable hereunder in respect to services performed through the date of such termination.

7. **CONFIDENTIALITY:** Contractor shall comply with New Mexico law concerning the disclosure of confidential information pertaining to any County activity.

8. **ASSIGNMENT:** This is a professional services contract and may not be assigned or transferred without the prior consent of the County.

9. **CONFLICT OF INTEREST:** No officer, employee, or agent of the County who exercises any function or responsibility in connection with the services provided pursuant to this Agreement, or any

other person, other than contractor, who exercises any function or responsibility hereunder, shall have any personal financial interest, direct or indirect, in this Agreement.

10. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New Mexico.

11. **INDEMNIFICATION:** The Contractor will defend, hold harmless, and indemnify the County from and against any and all liability, loss, claims, damages, wages or overtime compensation due its employees, costs, attorneys' fees, and expenses of whatever kind or nature which the County may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder including but not limited to fraud, embezzlement, or dishonesty on the part of any person represented or employed by the Contractor, or by reason of the intentional or negligent act of the Contractor or its agents, representatives and/or employees.

The Contractor further agrees that it will, at its own expense, defend all claims, actions, suits, or proceedings that may be brought against the County in connection with the above and satisfy, pay, and discharge all judgments or other resolution of claims that may be entered against the County in any such action or proceedings.

The Contractor further agrees that it is responsible for all claims arising from the hiring of individuals relating to activities provided under the Contract. All individuals hired are employees of the Contractor and not of the County.

12. **ENTIRE AGREEMENT:** This agreement represents the entire agreement between the parties and incorporates all prior negotiations, representations, or agreements, written or oral, between Contractor and the County. This agreement may be amended only by written instrument signed by Contractor and the County.

13. **BRIBES, GRATUITIES AND KICKBACKS PROHIBITED.** Bribes, gratuities and kickbacks are expressly prohibited. This Agreement incorporates by reference, as if fully stated herein, the applicable criminal laws prohibiting bribes, gratuities and kickbacks as required by NMSA 1978, § 13-1-191.

IN WITNESS THEREOF this contract has been executed by the parties hereto in an original and one counterpart copy.

TORRANCE COUNTY, NM

Kathleen West, RPh

County Manager

Approved as to legal form:

Torrance County Attorney

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, 13-1-191.1 (2007), any person seeking to enter a contract with any state or agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filled even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two year prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process; or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____
Relation to Prospective Contractor: _____
Name of Applicable Public Official: _____
Date Contribution(s) Made: _____
Amount(s) of Contribution(s): _____
Nature of Contribution(s): _____
Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature Date Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position) _____



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 14 E

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TORRANCE COUNTY
AND
THE TORRANCE COUNTY FAIR HERITAGE ASSOCIATION**

This MEMORANDUM OF UNDERSTANDING is made and entered into by and between the Torrance County, a political subdivision of the State of New Mexico, (hereafter referred to as the "County") and the Torrance County Fair Heritage Association, a New Mexico Non-Profit Organization (hereafter referred to as "Service Provider").

I. PURPOSE

The purpose of this MOU is to establish a formal agreement between the County and the Service Provider for the successful processing of the 2026 Torrance County Fair Junior Livestock Sale.

II. SCOPE OF SERVICES

The Service Provider agrees to provide the following services:

1. The Contractor shall execute all components of the Junior Livestock Sale for the 2026 Torrance County Fair, including but not limited to:
 - a. Participation in and execution of the Junior Livestock Auction,
 - b. Recordation and management bids,
 - c. The collection and proper management of funding from buyers, including ad-on payments, and
 - d. The timely issuance of payments for sellers.

III. FEES FOR SERVICE

The County agrees to provide the Service Provider a flat fee of three-thousand five hundred dollars and zero cents (\$3,500.00) for the execution of the 2026 Torrance County Junior Livestock Sale.

IV. TERMS AND CONDITIONS

1. Documentation

- a. The Service Provider will maintain appropriate financial documentation related to the processing of the Junior Livestock Sale, including buyer and seller information, required payment amount, financial receipts and records of payment issuance.

2. Communications

- a. The Service Provider shall make efforts to maintain communication with buyers and sellers regarding the collection and issuance of payments following the conclusion of the Junior Livestock Sale.

- b. The Service Provider shall provide updates to the Torrance County Manager regarding the status of the sale and shall respond to requests for information issued by the County related to the MOU.

3. Timeliness of Payments

- a. The Service Provider shall make efforts to ensure that payments are collected from buyers and issued to sellers in a reasonable timeframe.

4. Invoicing

- a. The Service Provider shall provide the County an invoice for the Fee for Service identified in Section III in a timely manner. The County will not provide payment for the Fee for Service after June 15, 2026.

5. Reporting

- a. Following the conclusion of the Junior Livestock Sale, including the issuance of all final payments to sellers, the Service Provider shall provide an annual sale report to the Board of County Commissioners of Torrance County. This report shall include sale data, timelines associated with collecting, processing and issuing payments, and recommendations for process improvements or resources needed for the successful execution of future junior livestock sales.

6. Requirements

- a. The Service Provider shall provide verification to the County of their registration as a New Mexico Non-Profit Organization and shall maintain such registration for the duration of this MOU.
- b. The Service Provider shall maintain a bank account for the processing and issuance of payments related to the junior livestock sale.
- c. The Service Provider shall have or maintain computer software, or other appropriate means, to process the Junior Livestock Sale.

V. DURATION AND TERMINATION

1. Term

- a. This MOU Shall be effective when fully executed by both parties and shall remain in effect until June 15, 2025, or when the Service Provider has fully processed all transactions related to the 2026 Torrance County Junior Livestock Sale.

2. Termination

- a. Either party may terminate this MOU by providing 60-days written notice to the other party.

VI. AMENDMENT

1. This MOU shall not be altered, changed or amended except by instrument in writing executed by the parties.

VII. NOTICES

1. Any notice required to be given to either party by this MOU shall be in writing and shall be delivered in person, by courier service or by U.S. mail, or emailed as follows:

To the County:
J. Jordan Barela
PO Box 48 / 205 S. Ninth Street
Estancia, NM 87016
jjbarela@tcnm.us

To the Service Provider:
Patrick Riely
715 S. 10th Street
Estancia, NM 87016

Ryan Schwebach, Chair – County Commission

Date

Michael Garcia, Torrance County Attorney

Date

Torrance County Fair Heritage Association

Date



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 14 F

May 29, 2025

New Mexico:
Albuquerque | Las Cruces
Colorado:
Denver | Grand Junction
800.877.5332
bhinc.com

Manager Barela
Torrance County
205 S 9th Street
Estancia, NM 87016

Re: Task Order 2 - McIntosh Water Rights Evaluation ASR #1, Exhibit A

Dear Manager Barela,

Per discussions with Torrance County (County), Bohannon Huston, Inc., (BHI) is pleased to submit this task order proposal to assist the County with professional hydrogeologic services related to water rights evaluation for the possible Estancia, Moriarty, Willard, and Torrance County Regional Water Association (EMWTRWA) water rights transfer scenarios related to a proposed new supply well for the community of McIntosh. This work is being submitted as an additional services request under Task Order 2 (approved on June 07, 2023), under our current Agreement for Professional Services, dated June 1, 2022.

BHI has worked closely with the County on the original Task Order for this project. The process for evaluating the water rights and submitting documents to the OSE is complete. The effort and time to get to this stage of the project has extended beyond what was originally anticipated from the original Task Order. In addition, BHI expects some additional effort will be required to complete the entire process with the OSE. BHI is submitting this ASR to provide compensation for the effort completed to date along with an estimate of future activities for this Task Order.

The scope of services would be to continue the efforts associated with Task Order 2 approved on June 7, 2023. This follow-up work includes working with a water-rights transfer agent, Kim Frazier, or any broker BHI engages, evaluating the hydrogeologic and well requirements, development of dwell drilling and completion specifications and continued engagement and updates to the County. A copy of John Shoemaker & Associates, Inc.'s (JSAI) proposal and cost estimate for this task order is attached. The following tasks are envisioned:

- 1) The BHI effort to date has exceeded what was scoped in the original Task Order for this project. Specifically, the time to evaluate the water rights owners, submit the permit and attend meetings with the County were greater than expected. BHI and their subconsultants attended additional meetings with the Water Rights Owner, County and OSE. In addition, expenses associated with advertisements were paid by BHI but not expected during the original Task Order. BHI completed these activities to continue the process of identifying water rights and submitting the OSE permit.
- 2) Additional meetings with the County representatives, Kim Frazier, JSAI, OSE and other stakeholders.
- 3) Provide recommendations to BHI, EMWT and the County on the hydrogeologic review and well requirements.

McIntosh Water Rights Evaluation ASR #1
Manager Barela
May 29, 2025
Page 2

- 4) Perform Project Management and Communication activities for the remainder of the project.

Our estimate of hours and expenses for the above-described scope of work is attached as Exhibit B. We propose to provide these services for a Lump Sum fee of \$26,285.00 excluding NMGR. With the original task order amount, this brings the total task order to \$72,042.00 excluding NMGR.

All rates associated with this Task Order are based on the negotiated fee structure within our Agreement for Professional Services. New Mexico gross receipts tax will be added to all invoices.

Please feel free to contact me with any questions regarding this proposal at (505) 377-8167.


Sincerely,



Todd Burt, PE
Senior Vice President
Water Systems

TAB/slm
Enclosures

cc: Donzil Worthington, BHI (w/encls.)

<div> <div>EXHIBIT B</div> <div>Torrance County Task Order 2 - McIntosh Water Rights Evaluation (ASR 1)</div> <div>Fee and Manhour Estimate</div> </div> <div>Bohannon  Huston</div>											
1	Fee Schedules Rates:	Engr. 7	Engr. 6	Engr. 4	Engr. 2	Tech Manager 6	Admin Prof.	Total	Fixed Costs	Sub Consultants	Total
	Water Rights Evaluation (ASR 1)						\$115.00			SAI / Kim Fraizer	
a.	Prior OSE Effort, Communication and Coordination with Stakeholders	4	8			16		28			\$8,460.00
b.	Project Management (est 4 month duration)	1	4			8		13	\$1,500.00		\$3,210.00
c.	Hydrogeology Review and Well Recommendations	2				2	1	5		\$9,350.00	\$10,455.00
d.	Coordination and Meeting with County / OSE	8				8		16			\$4,120.00
	Totals:	15	12	0	0	34	1	62	\$1,500.00	\$ 9,350.00	\$26,285.00
TASK ORDER 2 TOTAL (Excluding NMGR): \$26,285.00											



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 14 G

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
ENHANCED 911 ACT GRANT PROGRAM

GRANT AGREEMENT

Project No. 26-E-13

THIS GRANT AGREEMENT made and entered into by and between the Department of Finance and Administration (DFA) acting through the Local Government Division, Bataan Memorial Building, Suite 202, Santa Fe, New Mexico 87501, hereinafter called the “**Division**”, and the **County of Torrance**, hereinafter called the “**Grantee**”, and collectively referred to as the “**Parties**”.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the DFA, acting through the Division, and the Grantee, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 *et seq.* NMSA 1978, (hereinafter referred to as the “**Act**”) as amended, and the Enhanced 911 Rules, Section 10.6.2 NMAC (hereinafter referred to as the “**Enhanced 911 Requirements**” or “**E-911 Rules**.”); and

WHEREAS, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point (“**PSAP**”), provides immediate visual display of the location and telephone number of the caller and curtails abuse of the emergency system by documenting callers; and

WHEREAS, this Grant Agreement funds the **Public Safety Answering Points (PSAPs)** at the **County of Torrance**, which also provides **E-911 related services to Torrance County**, as well as **E-911 related reimbursements for travel, training, and Geographic Information Systems (GIS) software and hardware**; and

WHEREAS, the Grantee and the Division have the authority, pursuant to the Act, NMSA 1978, Sections 63-9D-1 *et seq.*, and the E-911 Rules, to enter into this Grant Agreement; and

WHEREAS, the Grantee complies with the definition of “**Grantee**” in Section 10.6.2.7(HH) NMAC, of the E-911 Rules; and

WHEREAS, the Division has the authority, pursuant to NMSA 1978, Section 63-9D-8, to administer the Enhanced 911 fund; and

WHEREAS, on **June 17, 2025**, the State Board of Finance awarded the Grantee **\$431,110** for enhanced 911 services and equipment.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I - LENGTH OF GRANT AGREEMENT

A. Unless terminated earlier pursuant to Article IV herein, the term of this Grant Agreement, upon being duly executed by the Division, shall be from **July 1, 2025**, through **June 30, 2026**.

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in

Paragraph A above, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, for the purpose of allowing the Grantee and the Division to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement and to provide additional time for completing the same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE II – REPORTS

A. PSAP Annual Report: No later than June 30th of each year, the Grantee shall submit to the Division a PSAP Annual Report, in the form attached hereto as Exhibit A, as may be changed from time to time upon the Division's written notice to the Grantee. The PSAP Annual Report shall include information described in Section 10.6.2.11.D NMAC, of the E-911 Rules, and any such other information as the Division may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.

B. Federal 911 Resource Center Report: No later than January 30th of each year, the Grantee shall submit to the Division a Federal 911 Resource Center Report, in the form attached hereto as Exhibit B, as may be changed from time to time upon the Division's written notice to the Grantee.

ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed **\$431,110** from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Expenditure Budget ("Budget"), attached to and incorporated by reference as Exhibit C, and in accordance with Section 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the Budget without the prior written approval of the Division, and the funds shall not be expended for ineligible costs via Section 10.6.2.11(F) NMAC of the E-911 Rules.

B. The funds mentioned in Paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.

C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied or it has been demonstrated that the conditions of the Grant Agreement, for whatever reason, cannot be satisfied, the unexpended funds shall be reverted by the Division in accordance with the Act and the E-911 Rules.

D. Pursuant to NMSA 1978, Section 63-9D-8, as amended, payments will be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the Division solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service.

E. Payments may be made by the Division as follows: 1) on behalf of the Grantee to telecommunications companies, vendors and equipment providers; or 2) reimbursements to

the Grantee for actual costs or expenditures after the Division receives a completed Request for Payment Form, or an invoice certified correct by the Grantee and/or the Division for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the Grantee for equipment, equipment maintenance, and upgrades require prior written approval by the Division to be eligible for reimbursement.

F. Payments will not be made to the Grantee for work, equipment, maintenance or services not specified in this Grant Agreement or in violation of or ineligible under the E-911 Rules.

ARTICLE IV - MODIFICATION, TERMINATION AND MERGER

A. Early Termination. Except as provided in Article IV (D) below, this Grant Agreement may be terminated by either Party upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Grant Agreement, the Division's sole liability upon termination shall be to pay for eligible budget items purchased prior to the Grantee's receipt of the notice of termination, if the Division is the terminating party, or upon the Grantee sending a notice of termination, if the Grantee is the terminating party. A notice of termination will not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The Grantee shall submit an invoice for such eligible budget items within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Grant Agreement may be terminated immediately upon written notice to the Grantee if the Grantee becomes unable to or fails to perform the terms of this Agreement, as determined by the Division or if, during the term of this Grant Agreement, the Grantee or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DIVISION.*

B. Termination Management. Immediately upon receipt by either the Division or the Grantee of a notice of termination of this Grant Agreement, the Grantee shall: 1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the Division; and 2) comply with all directives issued by the Division in the notice of termination as to the performance under this Grant Agreement.

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

D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the Grantee and a third party, by giving the Grantee written notice of such immediate early termination. The Division's decision as to whether sufficient appropriations are available shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or in

part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the termination date or early termination date.

ARTICLE V - CERTIFICATION

The Grantee assures and certifies that it will comply with all state laws, the E-911 Rules, and all other laws, rules, policies and procedures with respect to the acceptance and use of State funds. Further and without limiting the foregoing, the Grantee gives assurances and certifies with respect to the Grant that:

- A. It will comply with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.
- B. It will adhere to all financial and accounting requirements of the DFA.
- C. It will comply with all requirements set forth in the Act and prescribed by the Division in its E-911 Rules, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 Grant Funds.
- D. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified, without the prior written approval of the Division.
- E. It will comply with NMSA 1978, Section 63-9D-4D and provide GIS addressing and digital mapping data to the appropriate PSAP and to the Division.
- F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the Division per Section 10.6.2 NMAC. This information will be compliant with the statewide dataset used by the local PSAPs.
- G. It agrees and acknowledges that all GIS data provided to the Division's statewide dataset in support of the E-911 program is public data and shall be shared with other governmental agencies.
- H. It will finance any amount exceeding the approved funding for the 911 equipment costs.
- I. It will not make any changes in the E-911 system configuration without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change(s).
- J. It will provide to the Division documentation of total insurance coverage for all hardware and software and other equipment purchased with E-911 funds. Insurance should, at a minimum, cover non-routine maintenance defects including, but not limited to, all acts of God, floods, fire, lightning strikes and water damage.
- K. It will provide all the necessary qualified personnel, material, and facilities to run the E-911 PSAP.
- L. It will submit all project related contracts, subcontracts, and agreements to the Division for administrative review and approval prior to execution for compliance with the E-911 program requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the Division for review and approval prior to execution.

M. It will comply with the PSAP consolidation requirement pursuant to Section 10.6.2.15 NMAC of the E-911 Rules.

ARTICLE VI - RETENTION OF RECORDS

The Grantee shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six (6) years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

A. The Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) Grant Agreement. Should the Division or the County of Torrance terminate the Grant Agreement, the County of Torrance may terminate this contract by providing the Contractor written notice of the termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Grantee’s only liability shall be to pay the Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date.”

ARTICLE VIII - REPRESENTATIVES

A. The Grantee hereby designates the person listed below as the official Grantee representative responsible for the overall supervision of this Grant Agreement:

Name: **Selena Carroll**
Title: **911 Director**
Address: **753 Salt Missions Trail**
Mcintosh, NM 87032-0449

Phone: **505-384-2705**
Fax: **505-384-9635**
Email: **scarroll@torrancecounty911.com**

B. The Division designates the person listed below responsible for the overall administration of this Grant Agreement, including compliance and monitoring of the Grantee:

Name: **Stephen Weinkauff, or his successor**
Title: **E-911 Bureau Chief**
Address: **Department of Finance and Administration**
Local Government Division
Bataan Memorial Building, Suite 202
Santa Fe, New Mexico 87501

Phone: **505-660-3637**
Fax: **505-827-4948**
Email: Stephen.Weinkauff@dfa.nm.gov

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

GRANTEE

Authorized Signatory

Date

Jordan Barela

(Printed Name)

COUNTY MANAGER TORRANCE COUNTY

(Title, Organization)

DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION

By: _____
Cecilia Mavrommatis, Local Government Division Director

Date

Exhibit A

FY26 PSAP Annual Report

DUE JUNE 30th, 2026

Please complete the PSAP Annual Report on-line at: [FY26 Annual PSAP Report](https://forms.office.com/g/LV5hbWUdbA) Or copy and paste this link into your browser: <https://forms.office.com/g/LV5hbWUdbA>

Please submit the following documents by email to 911 Program Managers in one email when submitting this Annual Report:

• JPA and MOU Agreements	
• Established Procedures to handle calls from Speech and Hearing Impaired Individuals	
• Established Procedure for handling abandoned or silent 911 calls	
• PSAP Insurance Provider and Liability Insurance	
• DPS Acadis Roster	
• 911 Call Transfers and Procedures which includes no transfer policies	
• MOU or Release of Liability for 911 Transfers	

Exhibit B

Federal 911 Resource Center Report

Call Stats

DUE JANUARY 30th, 2026

Please complete the PSAP Annual Report on-line at: [FY26 Exhibit B Call Stats](https://forms.office.com/g/ezdPCUg4wA) or copy and paste this link into your browser: <https://forms.office.com/g/ezdPCUg4wA>

Call Types	Annual Total of Calls from January 1 through December 31, 2025
Wireline	
Wireless	
Voice over Internet Protocol (VoIP)	
Multiline Telephone System (MLTS)	
Telematics	
Other	
Total of All Call Types	

New Mexico E-911 Program Grant

Exhibit C

Local Government Division

Department of Finance and Administration

Grantee:	County of Torrance	Grant Award:	431,110
Address:	753 Salt Missions Trail McIntosh, New Mexico 87032	Project Number:	26-E-13
Telephone:	(575) 894-0748	Grant Period:	July 1, 2025 - June 30, 2026
Number of Funded PSAP Positions:		6	

Budget Line Items	Total Budgeted Amount
Capital	
E-911 Equipment Upgrades	58,092
NextGen 9-1-1 ESInet & NGCS	88,015
Dispatch Software	13,340
Recorder	
UPS/Generator	
Capital Subtotal	159,447
Recurring Network/Managed Services	
E-911 Voice Network	29,308
Data Network	1,500
NextGen 9-1-1 ESInet	23,315
NextGen 9-1-1 NGCS	29,831
Wireless Cost Recovery	-
Recurring Network/Circuit Subtotal	83,954
Recurring Maintenance	
Dispatch Software	30,114
System Maintenance	114,898
Recurring Maintenance Subtotal	145,012
Services/Training	
911 Related Training	12,000
911 Related GIS	2,000
911 Consulting Services	8,647
GIS Consulting Services	13,750
Interpretive Services	1,300
Minor Equipment	5,000
Services/Training Subtotal	42,697
TOTAL	431,110



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 14 H



2417 Baylor Drive SE
Albuquerque
(505) 244-3321 Fax: (505) 244-3675

QUOTATION

QUOTE NO.: 22595 - 00
DATE: 6/02/25
TERMS: NET 30
DELIVERY: Best Way Possible

Please reference Quote No. on
Correspondence & purchase orders.
Quote expires 08/01/2025.

TORFD
TO: Torrance County Fire Dept
Gary Smith
PO Box 449
Mcintosh, NM 87032

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
1	1	ALGT53J-F2HRC	ALLEGIANT 53" FSJOIN, CUSTOM LIGHTBAR	3,327.50	3,327.50
2	2	416303-R	FLUSH MOUNT LIGHTHEAD, RED Rear Liftgate Flush Mount (visible when open)	117.00	234.00
4	6	MPSW9-R	MICROPULSE 9,WIDE ANGLE,RED	279.00	1,674.00
5	2	MPS62U-RW	DUAL COLOR,12-LED,RED/WHITE GRILL LIGHT	160.00	320.00
6	1	CONSUMABLE HARDWARE		200.00	200.00
7	16	LABOR	LABOR	150.00	2,400.00
8	1	FREIGHT	FREIGHT	325.00	325.00
9	1	20-00000-22-00038	STATE OF NM PRICE AGREEMENT RADIO PARTS REPAIR EXP 4/24/26 LABOR TO INSTALL LED PACKAGE AND PROGRAM EXISTING CONTROLLER. LED PLACEMENT - WIDE ANGLE RED LED; FRONT DRIVER/PASSENGER FENDER, REAR DRIVER/PASSENGER QUARTER PANEL REAR LIFTGATE (FLASHER PATTERN) FLUSH MOUNT LED: REAR LIFTGATE (VISIBLE WHEN OPEN) Continued on following page		

QUOTE NO. 22595-00
Torrance County Fire Dept

DATE 6/02/25

LINE	QTY	DESCRIPTION	UNIT PRICE	TOTAL
		DUAL COLOR LED RED/WHITE (FRONT GRILL (FLASHER PATTERN) 53" ROOF MOUNT LIGHTBAR		
			Item Summary	8,480.50
			Subtotal	8,480.50
			Sales Tax	156.00
			Grand Total	8,636.50

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE

TERMS SUBJECT TO CREDIT REVIEW

BY Martin Trujillo

(505)220-8610

Ext

mtrujillo@advtwoway.com

Accepted

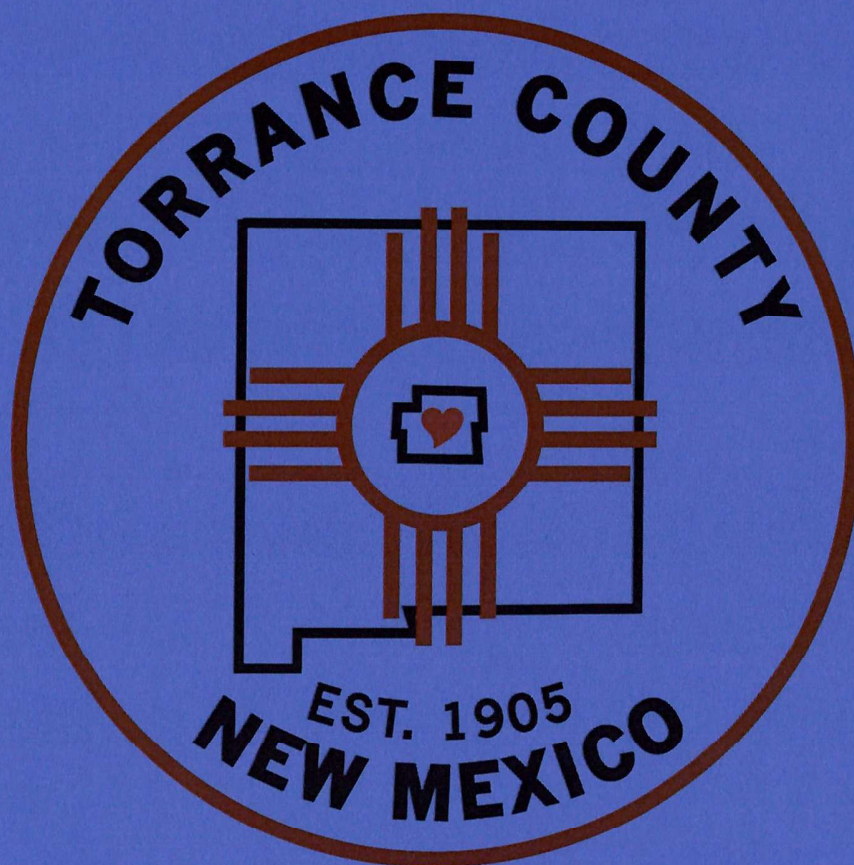
by

LEGAL NAME OF PURCHASER

P.O. No.

AUTHORIZED SIGNATURE

Date



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 14 I

**INTERGOVERNMENTAL
AGREEMENT
IGA#26-924-00120**

THIS INTERGOVERNMENTAL AGREEMENT, #26-924-00120, is entered into by and between the **State of New Mexico Public Education Department (PED)**, hereinafter referred to as the "**DEPARTMENT**," and **Torrance County**, a public entity, hereinafter referred to as the "**CONTRACTOR**."

WHEREAS, the DEPARTMENT desires to engage and the CONTRACTOR is willing to provide certain portions of the DEPARTMENT'S program.

NOW THEREFORE, the DEPARTMENT and the CONTRACTOR in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

I. Period of Agreement.

This Agreement shall become effective when signed by both parties, retroactive to **May 1, 2025**, and shall terminate on **June 30, 2026**, unless terminated pursuant to Article IX, infra.

II. Statement of Work.

The CONTRACTOR shall provide the program of services as set forth in the scope of work which is attached hereto as "**EXHIBIT A – STATEMENT OF WORK**" and incorporated herein by reference, unless amended pursuant Article XV or terminated pursuant to Article IX, infra. In consideration for the provision of those services, the DEPARTMENT agrees to purchase and the CONTRACTOR agrees to perform the services identified in the Statement of Work.

III. Performance Accountability.

The DEPARTMENT shall ensure that the CONTRACTOR is performing the services identified in the scope of work according to the specific metrics referenced in EXHIBIT A. In the event that such metrics are not met as determined solely by the DEPARTMENT, such non-performance will be provided through an official written NOTICE, with an opportunity to cure within 21 days of the written notification from the DEPARTMENT. The CONTRACTOR'S failure to cure will impact payment and result in a return or nonpayment of funds. Regular and recurring status meetings with the assigned Division Director will occur as set forth in Article IV, to ensure satisfactory completion with all requirements set forth in EXHIBIT A. The CONTRACTOR shall ensure that any of its SUBCONTRACTORS also perform the services identified in the scope of work according to the specific metrics referenced in EXHIBIT A.

The CONTRACTOR shall meet each metric identified in EXHIBIT A. Additional metrics may be identified once incorporated herein in accordance with Article XV, Amendments. The Parties agree that the Deliverables and associated metrics are the controlling items and that the CONTRACTOR'S primary obligation is to deliver the Deliverables and reach the metrics identified in EXHIBIT A. The parties agree that timely and written notification of unsatisfactory delivery of the Deliverables and associated metrics are the primary responsibility of the DEPARTMENT.

All written verification of deliverables and metrics, including reports shall be delivered to the assigned Division Director by the CONTRACTOR in accordance with Article XXVI, Notices.

IV. Meeting with Assigned Project Lead.

The DEPARTMENT, through the assigned Project Lead, will meet with the CONTRACTOR at least monthly. The DEPARTMENT shall be responsible for scheduling required virtual meetings. A discussion will take place as to whether the metrics and milestones are met to the satisfaction of the DEPARTMENT. The purpose of these meetings will be to ensure that payments are only approved based on the metrics and milestones and ultimately the deliverables that justify the payments made. No more than 10 days following each meeting the CONTRACTOR shall provide the assigned Project Lead with written overview of discussions and CONTRACTOR progress as it aligns with the deliverables and metrics as outlined in EXHIBIT A.

V. Limitation of Cost.

The total amount of the monies payable to the CONTRACTOR under this Agreement shall not exceed **SIXTY FOUR THOUSAND DOLLARS AND ZERO CENTS (\$64,000.00)**. The annual budget is attached hereto as “EXHIBIT B – FINANCIAL INFORMATION SHEET” and incorporated herein by reference.

VI. Payment.

The DEPARTMENT shall make payments to the CONTRACTOR for services and costs specified in “EXHIBIT B.” The CONTRACTOR shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the DEPARTMENT. Invoices must include the agreement number for which services have been rendered, the PED purchase order number, copy of contract, backup documentation and should be submitted via electronic mail to ped.ccrb@ped.nm.gov. The CONTRACTOR’S failure to submit such payment vouchers, invoices and supporting documentation within fifteen days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the DEPARTMENT. In the event CONTRACTOR is not timely receiving vouchers, invoices and documentation from any of its SUBCONTRACTORS, CONTRACTOR shall notify DEPARTMENT within the aforementioned timeframe.

VII. Return of Funds.

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the CONTRACTOR to the DEPARTMENT.

VIII. Appropriations.

Performance under this Agreement is contingent upon sufficient authority, appropriations, or allocations available to the DEPARTMENT for purposes of funding this Agreement.

IX. Termination of Agreement.

The Department may terminate this Agreement for convenience or cause. The Contractor may

only terminate this Agreement based upon the Department's uncured, material breach of this Agreement. **By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.**

X. Funds Accountability.

The parties shall provide for strict accountability of all monies made subject to this Agreement. The CONTRACTOR shall maintain fiscal records, follow generally accepted accounting principles and account for all receipts and disbursements of funds transferred to the CONTRACTOR pursuant to this Agreement. The CONTRACTOR will include all monies made subject to this Agreement in the annual audit and will provide the DEPARTMENT with a copy of the annual audit for the respective fiscal year.

XI. Restriction on Payment for Employees and DEPARTMENT.

The CONTRACTOR shall not make payments directly to a PED employee or on a PED employee's behalf pursuant to services rendered as part of this Agreement. This would include but is not limited to payment for purposes of lodging, per diem, or reimbursement of costs for attending training, events, or activities.

Unless explicitly provided as a deliverable in EXHIBIT A, the CONTRACTOR shall not purchase supplies, subscriptions or equipment valued at over \$5,000 for the DEPARTMENT without prior written approval from the DEPARTMENT Chief Procurement Officer who will review with PED financial staff for compliance with fiscal requirements.

XII. Maintenance of Records.

The DEPARTMENT shall maintain records as required of any administering state agency pursuant to applicable state law and regulation. The CONTRACTOR shall maintain fiscal and programmatic records relative to those funds and activities that have been made subject to this Agreement for a minimum of three years.

XIII. Requests for Records Under Inspection of Public Records Act.

CONTRACTOR may be subject to the Inspection of Public Records Act ("IPRA"), and is separately and independently responsible for complying with an IPRA request for records. CONTRACTOR must notify the DEPARTMENT when the CONTRACTOR has received an IPRA request for records relating to this agreement within forty-eight (48) hours of the IPRA custodian's receipt of the request. CONTRACTOR must also provide the DEPARTMENT with a copy of any responsive records it intends to make available, along with notification of its intent to release such records, at least three (3) business days prior to their release. CONTRACTOR shall also provide all responsive records subject to IPRA to the DEPARTMENT promptly upon notice from the DEPARTMENT of the DEPARTMENT'S receipt of a related or relevant IPRA request. Provision of such records to the DEPARTMENT shall be done in a manner so as to permit the DEPARTMENT to comply with the IPRA request.

XIV. Confidentiality.

In accordance with the Inspection of Public Records Act (IPRA), NMSA 1978 Sections 14-2-1 and 14-2-12, and applicable State and Local law, the CONTRACTOR shall ensure any confidential information provided to or developed by the CONTRACTOR in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR without the prior written approval of the DEPARTMENT or as required by a court of competent jurisdiction. Confidential information shall be identified as such by the DEPARTMENT.

XV. Amendments.

This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

XVI. Assignment.

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

XVII. Applicable Law.

This Agreement shall be governed by the laws of the United States and the State of New Mexico.

XVIII. Status of Entity.

The CONTRACTOR affirms that it is a public agency exempt from the procurement code under NMSA 1978, § 13-1-98(A).

XIX. Acquisition of Property.

The parties agree that neither party shall acquire any property as the result of this Agreement.

XX. Liability.

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

XXI. Execution of Documents.

The DEPARTMENT and the CONTRACTOR agree to execute any document(s) necessary to implement the terms of this Agreement.

XXII. Sub-Contracts.

The CONTRACTOR shall be ultimately responsible for all items enumerated in the Statement of Work (EXHIBIT A) of this Agreement.

The CONTRACTOR shall seek advance approval from the DEPARTMENT of all sub-contracts. Upon written request, the CONTRACTOR shall provide qualifications and job descriptions for any professional service sub-contract(s).

The CONTRACTOR shall comply, and shall ensure that all subcontractors comply, with all applicable procurement laws and regulations.

XXIII. Equal Opportunity Compliance.

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

XXIV. Workers' Compensation.

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

XXV. Lobbying Certification.

The CONTRACTOR, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when

this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

XXVI. Notices

Notice by either party shall be in writing and shall be delivered by courier service, or U.S. mail, or by electronic mail to the receiving party designee as specified below. Electronic notification shall be deemed received at the time the party sending electronic notice receives written verification of receipt by the receiving party, including but not limited, to a read receipt.

To The DEPARTMENT:

New Mexico Public Education Department, College and Career Readiness Bureau
Breezy Gutierrez, Director
300 Don Gaspar Avenue
Santa Fe, New Mexico 87501
505-231-5425
Breezy.Gutierrez@ped.nm.gov

To the CONTRACTOR:

Torrance County
J. Jordan Barela, County Manager
PO BOX 48
205 S Ninth Street
Estancia, New Mexico 87016
505-544-4703
jjbarela@tcnm.us

ASSIGNED PROJECT LEAD

Marc Duske, Staff and Special Projects Manager
New Mexico Public Education Department
300 Don Gaspar Avenue
Santa Fe, New Mexico 87501
505-490-7804
marc.duske@ped.nm.gov

IGA#26-924-00120

IN WITNESS WHEREOF, the DEPARTMENT and the CONTRACTOR have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

CONTRACTOR:

DEPARTMENT:

CONTRACTOR

AGENCY

Printed Title of Authorized Signatory

Date: _____

Date: _____

**Department's Legal Counsel -
Certifying legal sufficiency**

Date: _____

EXHIBIT A - STATEMENT OF WORK

The CONTRACTOR shall provide an internship program for students as part of, and as permitted through, the DEPARTMENT's Summer Enrichment program. The CONTRACTOR shall:

1. Strive to encourage at-risk students to participate in internship program using explicit engagement strategies coordinated with local education agencies (LEA).
2. Ensure that first time internship program participants receive priority for enrollment over previous participants.
3. Ensure that internship opportunities are coordinated to accept applications for students whose primary language is NOT English.
4. Ensure that students participating in the internship program are able to arrive at their internships by providing access to transportation, including public transportation, as an in-kind contribution.
5. Place student participants into internship placements that reflect the state, regional and local economic data regarding specific, in-demand workforce opportunities.
6. Design internship placements so that students are exposed to high wage, high-skill, or in-demand careers, as determined by New Mexico Department of Workforce Solutions labor market information.
7. Have coordinators employed to oversee interns and ensure that coordinators undergo background checks if not currently an employee of a local public charter school or school district.
8. Ensure that no coordinator oversees over twenty (20) interns.
9. Ensure coordinators collaborate with local employers, such as government managers who request interns, and with local Workforce Connection Office staff to develop job descriptions for students.
10. Ensure coordinators collaborate with local education agencies (LEA) whether within county boundaries or within pueblo or tribal reservations to identify internship opportunities that LEA's may be able to offer and to obtain unique student identifying numbers: NOVA ID and/or Student's State ID (SSID).
11. Ensure each coordinator collaborates with staff from their local Workforce Connection Office to evaluate student applicants and determine appropriate placement of students.
12. Ensure each coordinator attends virtual statewide training to learn expected internship protocols and learning objectives.
13. Ensure each coordinator attends weekly statewide virtual meetings with other coordinators.

14. Ensure that both coordinators and student workers are covered by liability insurance.
15. Ensure that local labor laws reflected in the following website are adhered to:
<https://www.dws.state.nm.us/Child-Labor> and
https://www.dws.state.nm.us/Portals/0/DM/LaborRelations/Working_as_a_Teen.pdf
16. Ensure that students with the coordinator participate in Employability Skills training before they begin their internship placement.
17. Ensure that students participate in Financial Literacy training during their internship.
18. Ensure that students participate in Career Exploration activities during their internship.
19. Create and submit to Assigned Project Lead at DEPARTMENT, a syllabus of internship activities for the mandated 8-week program that includes required activities: Pre-Internship Survey, Employability Skills Training, Financial Literacy Training, Career Exploration Activities, and Post-Internship Survey. And recommended activities: Digital Literacy Training.
20. Create and submit to Assigned Project Lead at DEPARTMENT, an intern roster to include full name and date of birth of each intern along with the internship placement site and internship title and description as a component of a final report on all program activity.

Scope of work:

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Summer 2025 8-week Enrichment Internship Program for up to 30 high school aged youth interns.	8-Week Internship Program must be completed no later than 9/30/2025.	Total Compensation not to exceed \$64,000.00
All expenditures incurred for the summer 2025, 8-week program must be invoiced by 10/31/2025.	Invoice for all expenditures due by 10/31/2025.	

CONTRACTOR shall have the authority to move funds within the budget with prior written approval from the Project Lead and Chief Financial Officer.

IGA#26-924-00120

EXHIBIT B
FINANCIAL INFORMATION SHEET

Line Item	Total
Summer Enrichment Internship Program	\$64,000.00
SUBTOTAL BUDGET AMOUNT	\$64,000.00
TOTAL	\$64,000.00

TOTAL BUDGET AMOUNT: \$64,000.00

Funding Source: State

Fund:	79000
Dept:	ZJ5266
Bud Ref:	92524
Class Code:	J5266

CONTRACTOR: Torrance County

Contract#: 26-924-00120

Prior to approval of a subcontract, please ensure that:

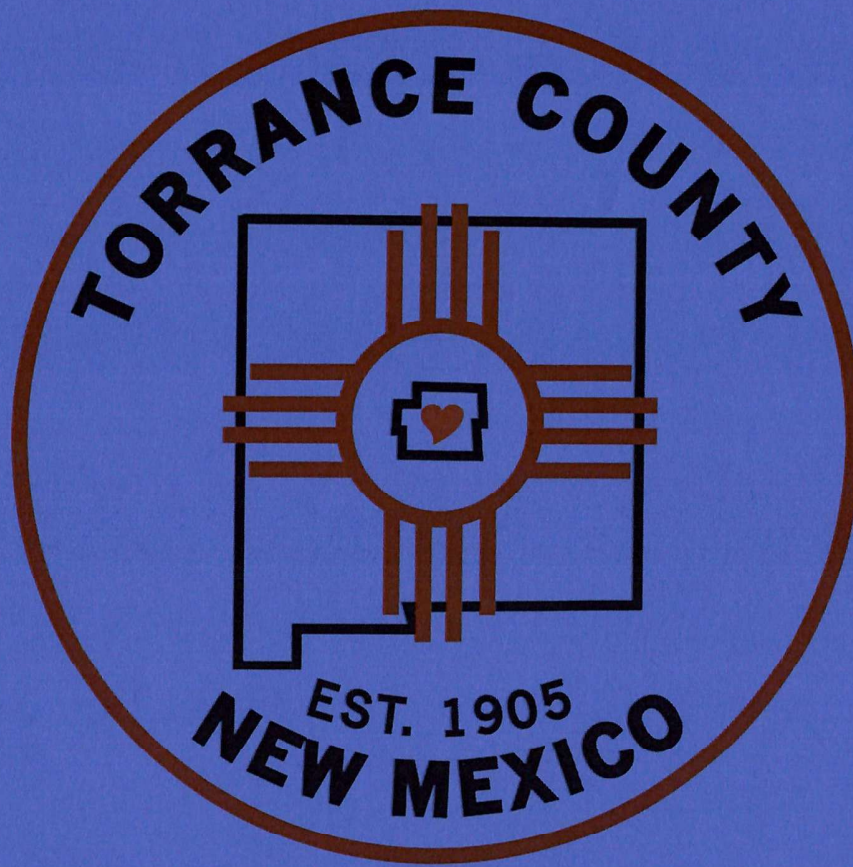
1. the person making the assurances that follow is authorized to make such assurances;
2. the contractor has verified that the subcontractor possesses the necessary credentials to qualify for payment of state funds that flow from the PED contract with the contractor including, as applicable, a vendor ID number, a W9 or Form 1099;
3. the contractor has verified that the subcontractor possesses a valid certificate or license authorizing the subcontractor to teach, administer or perform medical procedures, if the certification or licensure is required under NMSA Section 22, Article 10A;
4. the contractor accepts liability under NMSA 1978 Section 22-8-42 on behalf of the subcontractor for (1) any falsification of record, account or report filed pursuant to the Public School Finance Act; (2) the subcontractor's use of funds budgeted or appropriated for public school use for a purpose other than that provided in the appropriation or grant;
5. the contractor acknowledges that no subcontract requires direct payment from PED to the subcontractor;
6. the contractor requires the subcontractor to affirm that all materials developed or acquired under the subcontract become the property of the Public Education Department and nothing developed or produced, in whole or in part, by the subcontractor under the agreement with the contractor shall be the subject of an application for copyright or other claim of ownership by or on behalf of the subcontractor;
7. the contractor verifies that the subcontractor has no conflict of interest and complies with the Governmental Conduct Act,
8. the contractor verifies that the subcontractor abides by all federal and state laws, rules and executive orders of the Governor of the State of New Mexico pertaining to nondiscrimination and equal employment opportunity;
9. the contractor ensures that the subcontractor complies with all requirements of Contractor's agreement with PED including but not limited to requirements for worker's compensation coverage, and limitations on lobbying; and
10. the contractor ensures that the subcontractor complies with State of New Mexico's employee pay equity reporting requirements.

PRINTED NAME OF PERSON MAKING ASSURANCES: _____

Signature: _____

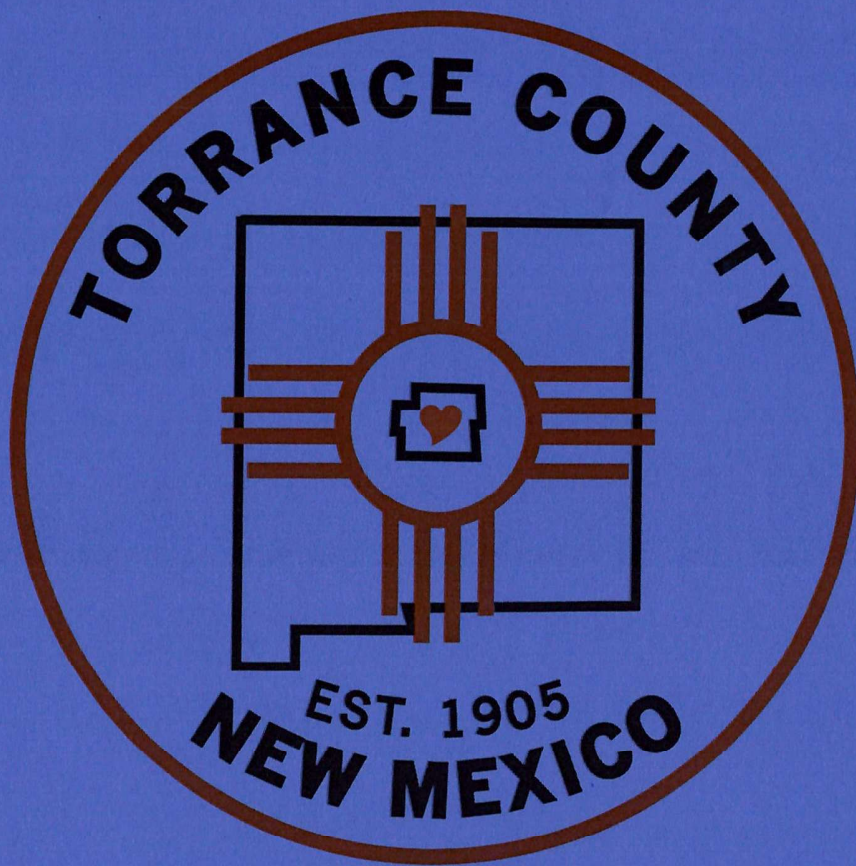
Date: _____

Approval of subcontract by PED does not exempt contractor from following and adhering to state procurement rules and regulations in securing contractual services of subcontractor.



**TORRANCE COUNTY
COMMISSION MEETING**

**Agenda Item
No. 15 A**



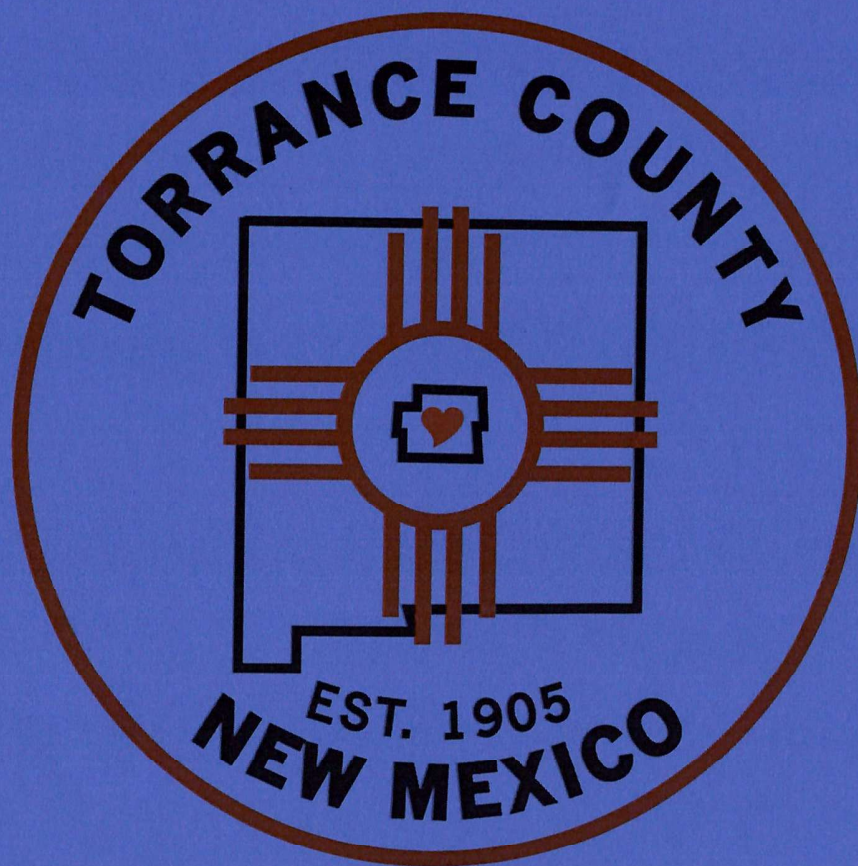
TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 15 B



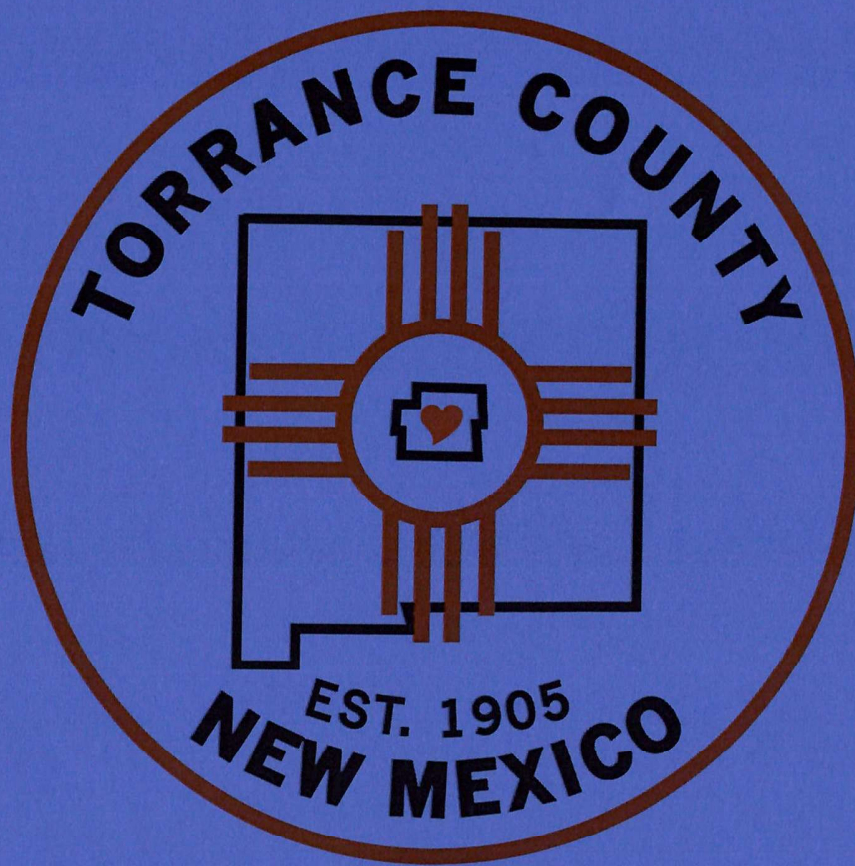
TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 15 C



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 15 D



**TORRANCE COUNTY
COMMISSION MEETING**

**Agenda Item
No. 15 E**



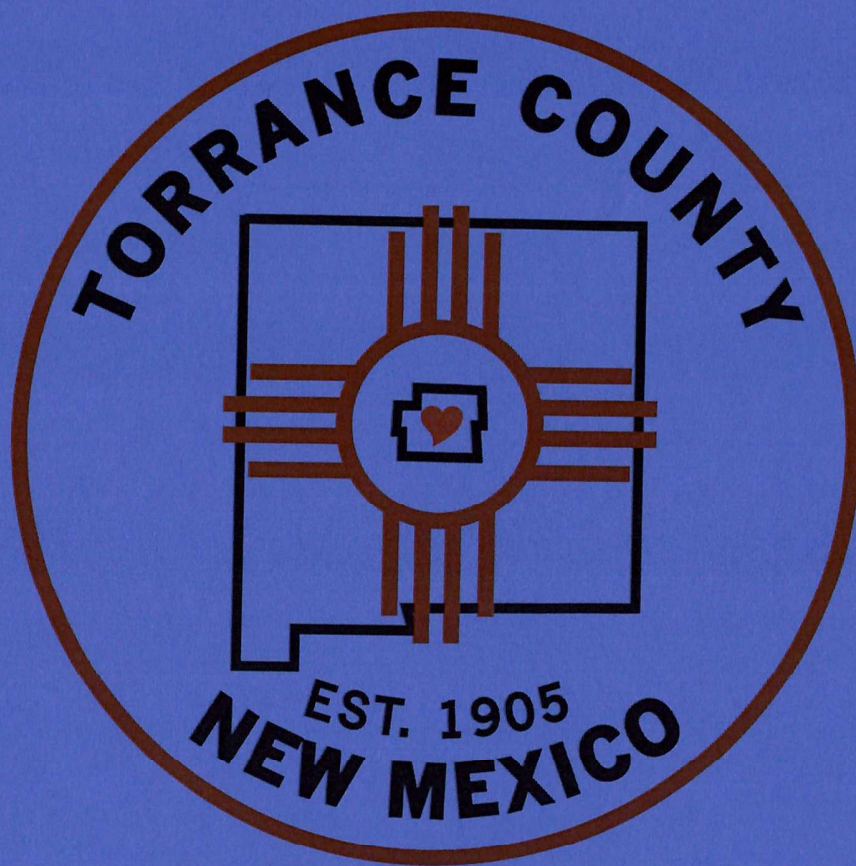
TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 15 F



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 16



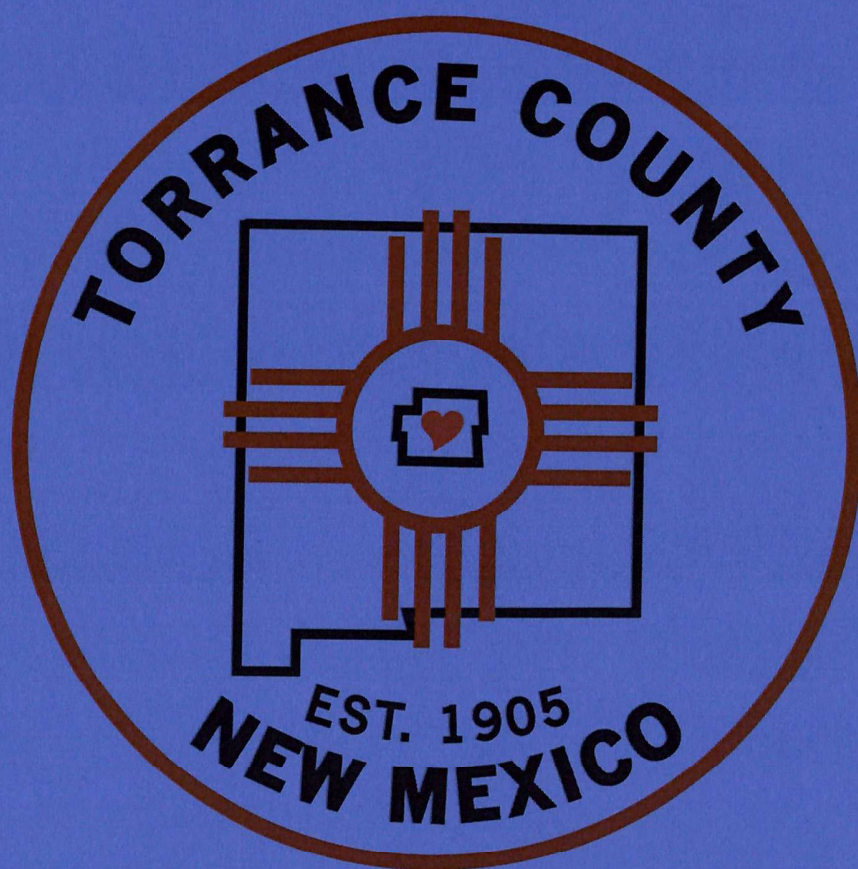
TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 17



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 18



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 19