

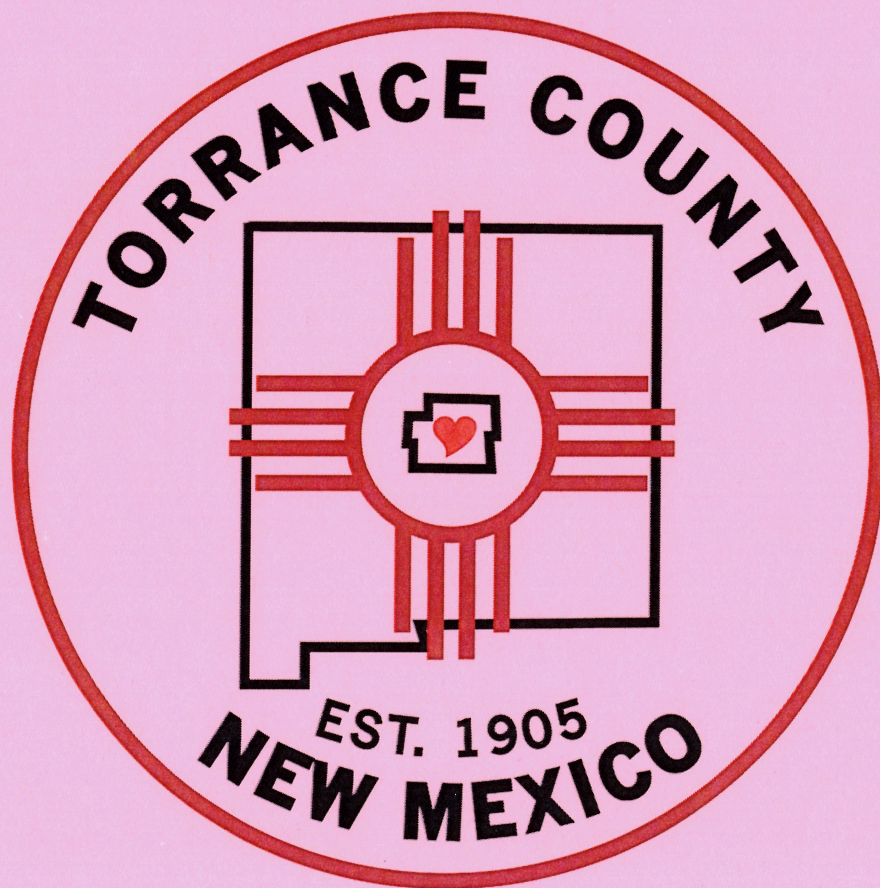


TORRANCE COUNTY
COMMISSION MEETING

May 13, 2026

9:00 A.M.

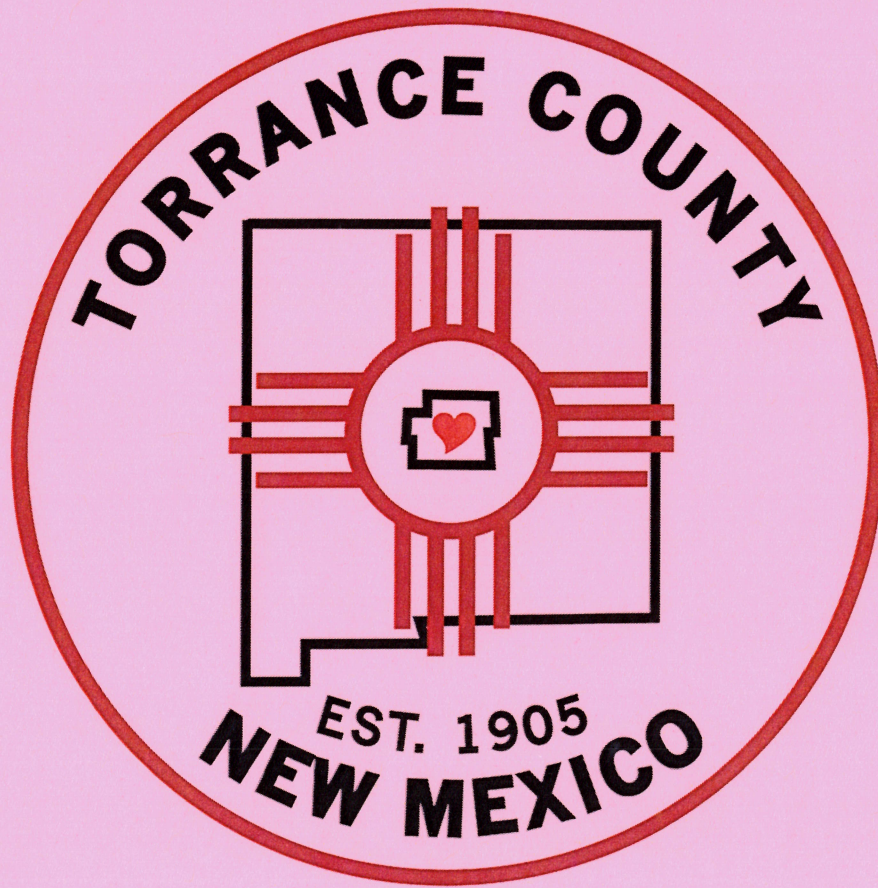
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

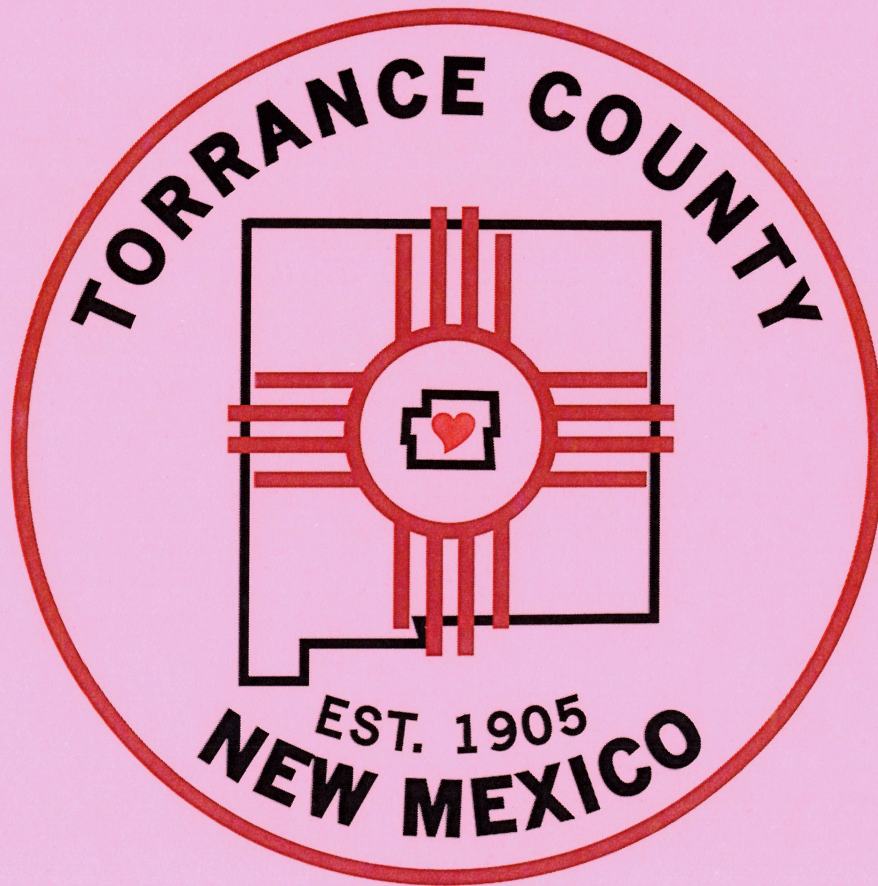
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

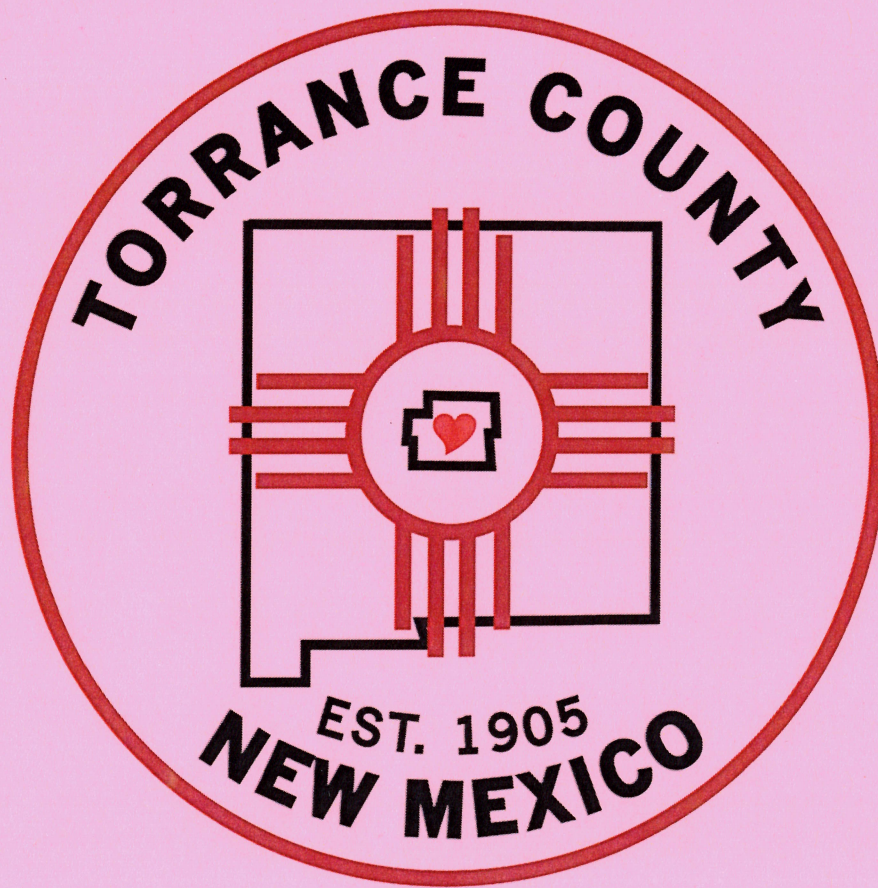
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

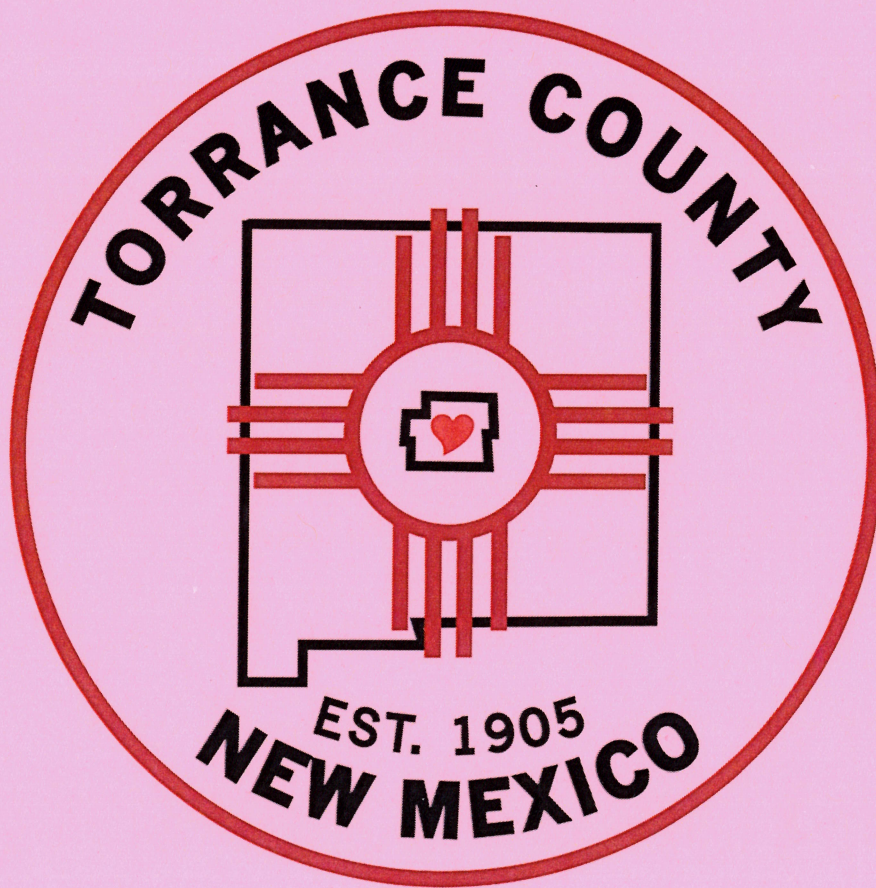
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 4



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 5 A

DRAFT COPY
Torrance County Board of Commissioners
Regular Commission Meeting
April 22, 2026 9:00 AM

Commissioners Present:

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

Others Present:

JORDAN BARELA-COUNTY MANAGER
MICHELLE JONES-DEPUTY COUNTY MANAGER - Absent
MICHAEL GARCIA- COUNTY ATTORNEY
SYLVIA CHAVEZ-COUNTY CLERK
GENELL MORRIS- ADMINISTRATIVE CLERK
DON GOEN – PLANNING & ZONING DIRECTOR

1. **Call to Order:** Chairman Schwebach called the meeting to order at 9:06 AM

2. **Pledge of Allegiance and Invocation:** Pledge led by Chairman Schwebach, Commissioner McCall said the Invocation.

3. **Changes to the Agenda:** None

4. **Public Comment:**

Donald Goen, County P & Z Director:

- Provided an update regarding letters of solicitation for:
 - Current vacancy
 - Upcoming vacancy on the Planning and Zoning (P&Z) Board

Public Notification Plan

- Announcements will be published in:
 - The Journal (for consecutive weeks: Sundays & Mondays)
 - The Independent
 - Working to include Mountainair Dispatch
- Additional outreach:
 - Posted on Torrance County website homepage
 - Featured prominently on the Planning & Zoning webpage

Vacancy Details

- Open Positions:
 - Two vacancies on the Planning & Zoning Board
 - Representing:
 - District 1
 - District 2

Eligibility Requirements

Applicant must:

- Own or be purchasing land and reside in Torrance County
- Not currently serving on another board or Commission in the County
- Not be employed by Torrance County

Term Information

- Start Date: July 1, 2026
- Term Length:
 - 3 years per term
 - Eligible for one additional 3-year term
- Limit:
 - Maximum of 2 consecutive terms

Application Process

- Deadline:
 - Must be received by 5:00 PM on May 27, 2026
- Submission Methods:
 - By mail:
 - Torrance County Planning & Zoning
PO Box 48
Estancia, NM 87016
 - Hand delivery:
 - Planning & Zoning Office
 - County Commission Meeting Building
 - 205 S. Ninth Street, Estancia

Interview & Selection Timeline

- Interviews:
 - Conducted by County Commissioners
 - Date: June 10, 2026
 - Time: 9:00 AM (regular meeting)

Leanne Tapia, Community Member:

- **Core Position:**
Strong concern that the proposed purchase and broader water rights acquisition by *Amos*

Farms LLC extends beyond the stated benefit to *El Rancho Grande* and may impact the wider County.

- **Key Arguments:**

- The proposal is not limited in scope, despite implications that it only serves *El Rancho Grande*.
- Emphasizes that the issue is no longer about what is being said publicly, but what conditions the county is willing to enforce.
- Warns that approving without strict, enforceable conditions leaves the county vulnerable to:
 - Future reinterpretation of the agreement
 - Potential misuse or expansion of water rights
- Stresses that future leadership may interpret approvals differently, creating long-term risks.

- **Critical Concerns:**

- Without written conditions:
 - The approval effectively allows unlimited or undefined future expansion.
 - There is no accountability mechanism in place.
- Describes the proposal as potentially functioning like a “backdoor water system,” which, once implemented:
 - Cannot easily be reversed
 - May expand beyond original intent

- **Referenced Stakeholders:**

- Bobby Ortiz (EMWT) and Jordan Barela:
 - Previously stated the water would:
 - Not to be used outside *El Rancho Grande*
 - Not be used for watering dirt roads
- **OSE (Office of the State Engineer) and County attorneys:**
 - Indicated that safeguards exist, but the speaker questions whether those are sufficient or enforceable at the county level

- **Requests / Recommendations:**
 - Require written, enforceable conditions *before* approval, not after
 - Ensure protections explicitly:
 - Limit geographic use (El Rancho Grande only)
 - Prevent alternative or expanded uses
 - Demand clarity and honesty about long-term intentions
 - Take proactive steps to protect water access for all residents of Torrance County
- **Underlying Message:**
 - Approval without conditions is effectively approval of future expansion without oversight
 - Commissioners have a responsibility to safeguard county resources, especially water

Key Issues Identified

- Lack of binding conditions tied to approval
- Risk of future expansion beyond stated use
- Potential county-wide impact, not just local benefit
- Concerns about long-term governance and interpretation
- Need for clear documentation and accountability mechanisms

Sylvia Chavez, County Clerk:

- Speaker addresses recent negative media attention surrounding Torrance County.
- Emphasizes that public narratives are incomplete:
 - “There is his side, their side, and the truth somewhere in between.”
- Notes long-term familiarity with the individual in question:
 - Has known him his entire life.
 - States that concerning behavior has existed for many years, not just recent incidents.

Community Impact

- Ongoing issues have caused sustained disruption, fear, and harassment in the community.
- Residents have been dealing with this situation long before it became publicized.

Specific impacts:

- County operations affected:
 - Alleged vandalism (including election warehouse).
 - Other disruptions impacting public services.
- Public employee safety concerns:
 - Workers reportedly feared for their safety.
 - Escorts required to enter/exit buildings.
- Family and community safety:
 - Parents no longer allow children to play outside unattended.
 - Atmosphere of fear and intimidation affecting daily life.

Speaker's Position

- Does not condone violence under any circumstances.
- Strongly supports:
 - Protection of children
 - Safety of families
 - Security of public servants
- Believes repeated behavior has created:
 - Fear
 - Intimidation
 - Harm within the community

Personal Perspective

- Speaks as a mother and community member:
 - Prioritizes the safety and well-being of children.
 - Will “stand up to protect” children and others from harassment.

- Frames issue as ongoing community concern, not an isolated incident.

Closing Message

- Urges the public and media to:
 - Avoid rushing to judgment.
 - Recognize multiple perspectives in the situation.
 - Reaffirms commitment to community safety and accountability.
-

****Zoom***

PJ Podesta – Innovation Law Lab:

- **Extended Detention Periods**
 - Detainees are being held for months at a time
 - Immigration court dates are frequently delayed, often with:
 - Initial wait of about a month
 - Last-minute postponements are pushing hearings back another month or more
- **Judicial Issues**
 - Mentioned repeated absences of Immigration Judge Ralph Gervin
 - Claimed he:
 - Oversees more cases than any other judge at TCDF
 - Is perceived by detainees as frequently denying claims quickly
- **Impact on Detainees' Decisions**
 - Many detainees:
 - Continue fighting cases despite low odds
 - Others abandon claims due to:
 - Harsh conditions
 - Uncertainty of detention length
 - Some choose voluntary deportation simply to escape prolonged detention

Testimonies from Detainees

Detainee 1

- Reports:
 - Repeated hearing delays without explanation
 - Desire for immediate deportation
 - Feels detained against their will
- Quote summary:
 - Expresses frustration and describes detention as being “kidnapped.”

Detainee 2

- Reports:
 - Lack of necessary medical care/medication
 - Detained for 5 months with continued delays
 - Requests:
 - Deportation or release
 - Reunion with family

Systemic Criticism

- TCDF described as:
 - “Warehousing human beings” for extended periods
- Allegations that detention serves:
 - Private prison profits (CoreCivic)
 - ICE deterrence strategy to discourage immigration claims

Call to Action

- Urged the County to:
 - Withdraw support for TCDF operations
 - Invest in alternative, community-based economic solutions

Overall Tone & Themes

- Strong emphasis on:
 - Human impact (emotional distress, family separation, health concerns)
 - System inefficiencies and delays

- Ethical concerns about prolonged detention
 - Message framed as both:
 - Advocacy for detainees
 - Policy recommendation to the local government
-

Ian Phillipbaum – Innovation Law Lab:

- Presented an excerpt of a statement signed by 100+ detained individuals
- Clarified that detainees self-identify as:
 - “*Union of Those Kidnapped by ICE.*”
- Noted the statement was:
 - Sent to the *Albuquerque Journal*
 - Published as a Letter to the Editor
 - Shared with the Commission for awareness

Core Message from Detained Individuals (Quoted Statement Summary)

Identity & Humanization

- Emphasize they are:
 - Not statistics or numbers
 - Human beings with families, stories, and dignity

Criticism of the Immigration Enforcement System

- Claim operations:
 - Are not based on security or operational necessity
 - Function instead as a “business model built on human suffering.”
- Alleged detainees are being treated as:
 - “Merchandise”

Conditions of Detention

- Report being held in:
 - Maximum-security facilities
 - Under punitive conditions

- State lack of:
 - Access to bail
- Argue this contradicts:
 - Fundamental U.S. constitutional principles

Serious Allegations

- Describe the system as:
 - Mass detention
 - “Institutionalized human trafficking.”
- Warn it may become:
 - A “shameful chapter in U.S. history.”

Concerns About Governance & Rights

- Claim:
 - Institutions are weakened and politically influenced
 - A minority driven by racism and economic power shapes policy
- Assert:
 - Fundamental rights are being eroded

Call to Action

- Urge:
 - Public awareness and response
 - Citizens to:
 - Defend democracy
 - Protect the Constitution
 - Avoid silence or indifference
- Highlight:
 - Alleged family separations and dignity violations

5. Department/Program updates and Communications

A. TREASURER: Treasurer’s Office Department Update

Helen Gutierrez, Chief Deputy Treasurer:

Helen provided a progress report on the County's bank reconciliation status, noting that the process is largely current with only minor outstanding issues remaining.

Key Points

- **Overall Status**
 - Bank reconciliation is mostly up to date.
 - Only a small number of outstanding items remain.
- **March Reconciliation**
 - The month of March has been fully closed out.
- **April Progress**
 - Reconciliation is current through April for:
 - Tax account
 - All other bank accounts
- **Outstanding Issues**
 - Remaining discrepancies are limited to the main account.
 - Issue involves ACH transactions:
 - Transactions have cleared the bank
 - Not yet recorded internally
- **Action Plan**
 - Treasurer's Office is collaborating with the Finance Department to:
 - Obtain missing transaction details
 - Properly record and reconcile ACH items
- **Next Steps**
 - Once ACH items are entered and verified:
 - Main account reconciliation will be fully current

6. APPROVAL OF MINUTES:

A. COMMISSION: Request Approval of the April 02, 2026, Regular Meeting Minutes of the Board of County Commissioners.

Motion: Chairman Schwebach motioned to approve the minutes; **seconded** by **Vice-Chair Jaramillo**.

- Roll Call Vote:
 - Schwebach – Yes
 - McCall – Yes
 - Jaramillo – Yes

Motion Carried

B. COMMISSION: Request Approval of the April 08, 2026, Regular Meeting Minutes of the Board of County Commissioners.

Motion: Chairman Schwebach motioned to approve the minutes; **seconded** by **Commissioner McCall**.

- Roll Call Vote:
 - Schwebach – Yes
 - McCall – Yes
 - Jaramillo – Yes

Motion Carried

7. Consent Agenda:

- a) **FINANCE:** Request Approval of Payables with a date range of April 02, 2026, through April 15, 2026.

Motion: Chairman Schwebach motioned to approve the minutes; **seconded** by **Commissioner McCall**.

- Roll Call Vote:
 - Schwebach – Yes
 - McCall – Yes
 - Jaramillo – Yes

Motion Carried

8. Administrative Building

A. MANAGER: Request Approval of the Final Site Plan and Floor Plan for the Torrance County Administrative Building Project.

Jordan Barela, County Manager:

Key Objective

- Obtain final approval of:
 - Site plan, Floor plan
- Approval is critical to move forward to:
 - Construction drawings
 - Bid phase

Important Note:

- Any changes after approval will significantly impact:
 - Mechanical, Electrical, Plumbing (MEP)
 - Engineering design
 - Costs and timeline

Participants & Key Contributions

Project Lead / Staff Representative

- Emphasized urgency of approval to proceed.
- Noted:
 - Even minor changes → major design implications.
- Introduced Mark Basic (Wilson & Company) for technical clarification.

Mark Basic (Design Team – Wilson & Company)

Site Plan Clarifications:

- Third west-side exit:
 - Technically possible
 - Not included due to:
 - Added paving costs
 - Limited necessity (existing loop circulation is sufficient)

Floor Plan Updates:

- Reduced building footprint (shown via dashed lines)
- Improved:
 - Symmetry & flow
 - Department layouts with:
 - Waiting areas
 - Clear entry points
- Added:
 - Larger storage areas (Clerk's office)
 - Dedicated election equipment storage with direct access

- Incorporated:
 - Existing cubicle sizes (e.g., Assessor's office)

Design Progress:

- Architectural design: Nearly complete
- Next steps:
 - MEP team engagement
 - Structural detailing

HVAC Plan:

- Zoned system by department
- Fan coil units allow individual temperature control

Vice-Chair Jaramillo (Question – West Exit Concern)

- Asked why there is no west-side parking lot exit
- Concern:
 - Traffic flow & uniformity

Mark Basic (Design Team – Wilson & Company)

Response:

- Not necessary due to loop circulation
- Would increase costs unnecessarily

Staff / Project Team (General Site Plan Improvements)

- Changes since last meeting:
 - Relocated dumpster for easier truck access
 - Added:
 - Commissioner & staff parking (north side)
 - Controlled gate access (east & west)
 - Planned future parking expansion area
 - Added Sheriff's access gate (north side)

Commissioners – Floor Plan Feedback

Positive Feedback:

- Improved:
 - Flow and accessibility
 - Defined waiting areas
 - Efficiency and usability

Safety Highlights:

- Multiple exit routes from offices
- Enhanced active shooter safety design
- Secure service windows with lockdown capability

Commission Chambers:

- Same size as current room
- Designed for:
 - After-hours public use
 - Restricted access to office areas
- Added:

- High windows for natural light
- Mono-pitch roof (simpler, fewer leak risks)

Staff (Design Development Process)

- Conducted department-by-department consultations
- Measured:
 - Existing storage
 - Cubicle needs
- Adjusted spaces based on feedback:
 - Expanded where requested
 - Maintained where sufficient

Discussion: Extension Office

- Not included in the new building

Future Considerations:

- Potential relocation to fairgrounds
 - Better suited for:
 - Activities
 - Space needs
- Exclusion reasons:
 - Budget limitations
 - Not part of the current project scope

Design Improvements Summary

- Reduced corridor size → increased usable space
- Better departmental layout and flow
- Increased storage capacity
- Improved safety and security features
- Future expansion (parking + other facilities) considered

Consensus / Sentiment

- Strong agreement that:
 - Design has improved significantly
 - Space is efficient and adequate (with slight room for growth)
- General readiness to proceed:
 - “Ready to move forward.”
 - “Good set of plans.”

Next Steps

- Final approval of:
 - Site plan
 - Floor plan
- Proceed to:
 - MEP and structural completion
 - Construction documents
 - Bid phase

Motion: Chairman Schwebach motioned to approve; **seconded** by **Commissioner McCall**.

- Roll Call Vote:
 - Schwebach – Yes
 - McCall – Yes
 - Jaramillo – Yes

Motion Carried

9. Pattern Project Presentation:

A. MANAGER/ROB BURPO: Introductory Presentation to the Palomas Wind Project.

1. Project Funding Gap & Next Steps

- Current estimated funding gap: ~\$2.47 million
 - Based on preliminary estimates only
 - Actual gap may increase or decrease depending on contractor bids
- Key strategy:
 - Complete full construction drawings
 - Issue RFP (Request for Proposals) to contractors
 - Obtain real bid numbers
- Critical milestone:
 - Use bid results to:
 - Determine true funding gap
 - Identify gap funding solutions
 - Select a contractor
- Takeaway:
 - This is a decision point phase before committing funds or finalizing financing.

2. Introduction to Palomas Wind Project

Rob Burpo (Municipal Advisor, First American Financial Advisors)

- Purpose: Introductory overview only (no approvals required)
- Presentation structure:
 1. Project overview
 2. Developer presentation (Pattern Energy)
 3. Legal/financial structure updates (PILOT distribution changes)

Project Team

- Developer: Pattern Energy
- Bond Counsel:
 - Developer: Rodey Law Firm
 - County: Taft Law Firm (Jill Sweeney)
- Municipal Advisor: First American Financial Advisors

3. Project Location & Scope

Rob Burpo

- Project spans:
 - Torrance County
 - San Miguel County
- Turbine distribution (tentative):
 - ~43 turbines → Vaughn School District
 - ~8 turbines → Moriarty School District
- Important: Location determines school funding allocation

4. Project Details & Timeline

Taylor Schendel (Pattern Energy)

- Total project size: ~800 MW
 - ~30% (~230 MW) in Torrance County
- Status: Development phase
- Upcoming:
 - Permit application in 1–2 months
- Grid connection: PNM (Western Spirit switchyard)
- Power buyer: Not finalized yet
- Timeline:
 - Construction start: Mid–late 2027
 - Operations: Late 2028–2029
- Estimated financing:
 - ~\$900 million Industrial Revenue Bond (IRB)

Key Risk:

- Final turbine layout and output still subject to change

5. Workforce Development & Economic Impact

Jeremy Turner (Pattern Energy)

Current Impact

- ~4,600 construction workers brought into the region
- ~150 long-term jobs statewide
- Entry-level wind tech salary: ~\$59,000/year
 - Above local median household income (~\$45,000)
 -

Local Hiring Focus

- ~76% of workers on SunZia are New Mexico residents
- Goal: Improve retention by hiring locals

Education & Training Initiatives

- Partnerships:
 - Explora Science Center (teacher training → classroom exposure)
 - Clean Power Institute (CPI)
 - American Association of University Women (STEM camps)
- New pathway:
 - Short-term micro-credential (45–50 hours)
 - Leads to:
 - Guaranteed job interview (GE, Vestas, Nordex)

- Employment in <1 year

Military Transition Program

- “Veterans in Renewables” initiative
- Provides career pathways for transitioning service members

Key Insight

→ Shift from 2–3 year degrees → fast-track certification programs

6. Mesa Lands Program Update

Speaker: Jeremy Turner (Q&A)

- Program slowed due to:
 - Leadership changes
 - Longer training timelines (12–36 months)
- Industry shift:
 - Preference for faster workforce entry
- Mesalands is still active but less aligned with the current hiring model

7. 2023 Legislative Changes – PILT Revenue Distribution

Speaker: Rob Burpo

Major Change

- Previously: Equal split among 5 school districts (20% each)
- Now: Formula-based distribution

New Allocation Formula

1. 50% → Based on turbine location
2. 40% → Based on land acreage in the district
3. 10% → Based on student enrollment

County vs Schools Split

- County: ~60.81%
- Schools: ~39.19%

Impact

- Districts with turbines (Vaughn, Moriarty) receive significantly more
- Others receive smaller shares via acreage + enrollment

8. Financial Overview

Speaker: Rob Burpo

- Estimated IRB: \$866 million
- Payment structure:
 - Starts at \$2,800 per MW/year
 - Increases 2.5% every 5 years
- Turbine output estimate: ~4.5 MW each (subject to change)

9. Legal & Approval Timeline

Speaker: Jill Sweeney (Taft Law Firm)

Approval Steps

- Likely 2–3 commission actions:
 1. Inducement Resolution

2. (Optional) Notice of Intent
3. Final Ordinance

Estimated Timeline

- Inducement: May–June
- Ordinance approval: ~August
- Final closing: ~September

10. Infrastructure & Expansion Discussion

Speakers: Commissioners & Pattern Energy

Current Capacity

- Existing transmission lines: At capacity
- New transmission required for:
 - This project
 - Future developments

Future Development

- ~360,000 acres still under lease
- Additional projects possible in 4–5 years

11. Technology & Environmental Considerations

Turbine Evolution

- Older turbines: ~2–3 MW
- New turbines: ~4.5 MW
-

Lifespan & Recycling

Speakers: Taylor Schendel & Jeremy Turner

- Lifespan: ~35 years
- Recycling:
 - The majority of components are recyclable
 - Blades:
 - Cut and transported (currently to Texas)
 - Used in:
 - Cement kilns (high-efficiency fuel)
 - Alternative uses (e.g., snow fencing)

Responsibility

- Developers and manufacturers cover recycling costs

12. Key Risks & Open Questions

- Final power purchaser not secured
- Transmission expansion required
- Final project layout & turbine specs not fixed
- Workforce pipeline still evolving

13. Overall Takeaways

- Project is early-stage but progressing
- Significant economic and workforce benefits
- Legislative changes create uneven funding distribution

- Critical next steps:
 - Finalize permits
 - Secure power buyer
 - Advance transmission planning
 - Move through the bond approval process

Don Goen:

- Shared that they received a message from Amanda Dunlap (Corona Public Schools).
- The message was in response to an earlier discussion about Mesalands’ mobile trailer initiative.
- Highlighted new information relevant to expanding similar opportunities.
- Reported that NMU Ruidoso has acquired a wind energy training trailer for Region Nine.
- Noted that:
 - The trailer is mobile and can travel directly to school districts.
 - This resource could support hands-on training and education in multiple locations.

B. MANAGER: Request Appointment of a Member of the Torrance County Commission to be Included in the County Negotiations Team for the Palomas Wind Project Payment in Lieu of Taxes (PILT) Agreement.

Jordan Barela, County Manager:

1. Negotiation Process Overview

- The team is beginning to develop and move through the negotiation process with the Pattern team.
- Anticipated increase in meeting frequency as negotiations progress.

2. Commission Constraints

- The commission consists of three members, requiring a formal quorum.
- This structure makes impromptu or informal meetings difficult.

3. Proposal: Commission Representation

- A request was made for the commission to:
 - Appoint a single commissioner to act as a representative on the negotiation team.
- Purpose:
 - Streamline communication.
 - Allow more flexibility in ongoing negotiations without requiring full quorum attendance.

4. Meeting Frequency & Participants

- So far, one meeting with the Pattern team has taken place.
- Expectation:
 - More frequent meetings in the near future.
- Internal coordination:
 - Likely regular meetings involving:
 - Mr. Burpo

- Ms. Sweeney
- External coordination:
 - Periodic meetings with the Pattern team, increasing over time.

5. Meeting Location & Format

- Meetings are expected to occur:
 - Primarily in Torrance.
 - With remote/virtual options available, given that the Pattern team is geographically dispersed.

- Commissioner McCall volunteered to be the representative for the negotiation team.

Motion: Chairman Schwebach motioned to appoint Commissioner McCall; **seconded** by **Vice-Chair Jaramillo**.

- Roll Call Vote:
 - Schwebach – Yes
 - McCall – Yes
 - Jaramillo – Yes

Motion Carried

10. ADOPTION OF RESOLUTION:

A. ROADS: Request Approval of Resolution No. 2026-17, A Resolution Authorizing the Submittal of an Application for the 2026-2027 New Mexico Department of Transportation Project Funding for the Greene Road Project.

Leonard Lujan, County Road Superintendent:

- Provided update on TPF (Transportation Projects Fund) applications, noting these projects are submitted annually to secure available funding.
- Confirmed Green Road project is a priority:
 - Located outside the main area (known locally by most attendees).
 - Proposed improvements include:
 - Full asphalt resurfacing
 - Road reclamation
 - Placement of base course
 - Final repaving/stripping
 - Estimated project cost: \$490,004
- Explained project linkage:
 - Green Road connects to Martinez and the historic Route 66 corridor (behind TA).
 - Intended to support broader regional connectivity and roadway upgrades.

- Shared that Moriarty stakeholders previously expressed a strong interest in including this roadway segment as part of the Martinez-related improvements.
- Noted that the project spans approximately one mile.
- Raised issue of road ownership uncertainty:
 - Some discussion about jurisdictional responsibility.
 - Described the situation as “back and forth” between entities, with no fully settled ownership clarity.
 - Acknowledged that some prior expectations or “deal structure” may not have fully materialized as initially discussed.
- Reported recent coordination efforts:
 - Held a meeting with Martinez representatives regarding project alignment.
 - Participated in a Zoom meeting with RTPO and State representatives.
- Indicated:
 - Overall feedback is positive and progressing well.
 - No major objections raised so far.
 - Continued documentation and procedural compliance required.
 -

Action Items / Next Steps

- Submit and approve required resolution to advance funding consideration.
- Continue TPF application process and supporting paperwork.
- Clarify road ownership/jurisdictional responsibility.
- Maintain coordination with:
 - RTPO
 - State partners
 - Martinez project stakeholders
- Proceed with project readiness in anticipation of possible funding approval.

Motion: Commissioner McCall moved to approve Resolution 2026-17; **Vice-Chair Jaramillo** seconded.

- Roll Call Vote:
 - Schwebach – Yes
 - McCall – Yes
 - Jaramillo – Yes

Motion Carried

B. ROADS: Request Approval of Resolution No. 2026-18, A Resolution Authorizing the Submittal of an Application for the 2026-2027 New Mexico Department of Transportation Project Funding for the Lexco Road Project.

Leonard Lujan, County Road Superintendent:

Funding Request Overview

- The discussion centers on requesting TPF funding for a road improvement project.
- Two possible funding levels were mentioned:
 - \$1.6 million
 - \$940,000 (alternative or reduced scope consideration)

Project Scope and Design

- Proposed treatment is a 2-inch asphalt overlay across the roadway.
- Roadway width:
 - Existing width: approximately 24 feet
 - Planned expansion: widening by about 1 foot on each side (improving safety and capacity)

Project Length and Location

- Total project length: approximately 7 miles
- Route begins at U.S. Route 66
- Extends eastward to the Bernalillo County line

Key Points Emphasized by Speaker(s)

- The speaker highlighted that this is a continuation-style funding request, similar in structure to prior TPF-funded projects.
- Emphasis on incremental widening and resurfacing rather than full reconstruction.
- The corridor is being targeted for maintenance and safety improvements over a long rural stretch.

Motion: Chairman Schwebach motioned to approve Resolution 2026-18; **Vice-Chair Jaramillo** seconded.

- Roll Call Vote:
 - Schwebach – Yes
 - McCall – Yes
 - Jaramillo – Yes

Motion Carried

11. Approvals/Action Items:

A. MANAGER: Request Approval to Utilize Torrance County Park for the 49th Annual Cache Le Plew Mountain Man Rendezvous at the Big Horn Gun Range from August 2 through August 9, 2026.

Ryan Schwebach, County Chairman:

- The item was presented as a previously discussed agenda item for approval.

- The request concerns hosting the 49th Annual Cache / Tulu Mountain Man Rendezvous at the Big Farm Gun Range within Torrance County Park.
- Event dates confirmed: August 2 through August 9, 2026.

Donald Goen, County P & Z Director:

- Talked about the condition and history of the event site usage:
 - “Have they been in good shape?”
 - “No problems?”
 - “You haven’t heard anything?”
 - No reported issues or complaints.
 - No negative feedback from prior events.
 - Noise acknowledged due to shooting activities, but:
 - No formal complaints received.
 - Cleanup and site restoration have been consistently satisfactory:
 - “They clean up... there’s never even been a sign that they’ve been there.”

Motion: Chairman Schwebach motioned to approve; **Vice-Chair Jaramillo** seconded.

- Roll Call Vote:
 - Schwebach – Yes
 - McCall – Yes
 - Jaramillo – Yes

Motion Carried

B. LEGAL: Request Approval of the Restrictive Housing Report for the Torrance County Detention Facility for the First Quarter of 2026.

Motion: Chairman Schwebach motioned to approve; **Commissioner McCall** seconded.

- Roll Call Vote:
 - Schwebach – Yes
 - McCall – Yes
 - Jaramillo – Yes

Motion Carried

C. MANAGER: Request Approval of Amendment No. 1 to the Professional Services Agreement Between Torrance County and Tracey Master to Provide Domestic Violence Services in Torrance County.

Jordan Barela, County Manager:

1. Background and Contract Structure

- The County previously contracted two providers for domestic violence services:
 - Miss Masters: focused on strategic planning, marketing, and funding development
 - Miss Medina: focused on direct client services (court support, protection orders, client visits)
- Funding for the fiscal year was initially split between both contracts.

2. Current Contract Status & Funding Reallocation

- Miss Masters confirmed she has met her contractual obligations and no longer anticipates using remaining funds.
- Remaining balance in Miss Masters' contract: \$2,547.31
- Proposal:
 - Liquidate Miss Masters' remaining contract funds
 - Reallocate the full amount to Miss Medina's contract
 - Purpose: support ongoing direct domestic violence services for the remainder of the fiscal year

3. Payment and Operational Concerns Raised (Miss Masters)

- Miss Masters provided detailed concerns regarding delayed payments and administrative delays, including:
 - Invoices not processed on time (e.g., March invoice delays, January invoice mailed March 3)
 - Approximately one week of unpaid gap each month
 - Delays in basic procurement (e.g., printer cartridges, vehicle licensing)
- Expressed frustration with uncertainty in payment timing:
 - Stated preference for no payment rather than delayed/uncertain payment
- Confirmed:

- She will no longer submit further invoices
- March payment will be her final reimbursement
- She will remain available in a support/backup capacity through June
- Emphasized decision is for personal peace of mind while still supporting the program informally.

4. Role Transition and Service Continuity

- Miss Medina is actively performing front-line domestic violence services, including:
 - Court accompaniment
 - Protection order assistance
 - Client engagement and support services
- Miss Masters clarified:
 - Miss Medina is the primary service delivery provider
 - Increased funding will allow her to be properly compensated for actual hours worked
 - No operational burden expected from transition
- Miss Masters will continue informal support if needed.

5. Contract Amendment Correction

- Error identified in contract effective date:
 - Incorrect: November 10, 2026
 - Correct: November 10, 2025
- Agreement reached to:
 - Correct the date prior to execution
 - Treat as a clerical amendment not altering contract substance

7. Closing Remarks

- Commissioners acknowledged:
 - Appreciation for Miss Masters' service and transparency
 - Recognition of administrative and payment challenges raised
- Miss Masters reiterated:
 - Decision is voluntary and based on personal workload and payment concerns

- Strong support for Miss Medina continuing service delivery
- Miss Medina was noted as performing critical ongoing work, though absent due to court obligations.

Motion: Chairman Schwebach motioned to approve with an amended date, changing November 10, 2026, to November 10, 2025; **Commissioner McCall seconded.**

- Roll Call Vote:
 - Schwebach – Yes
 - McCall – Yes
 - Jaramillo – Yes

Motion Carried

D. MANAGER: Request Approval of Amendment No. 1 to the Professional Services Agreement Between Torrance County and Jarrah Medina to Provide Domestic Violence Service in Torrance County.

Motion: Chairman Schwebach motioned to approve; **Commissioner McCall seconded.**

- Roll Call Vote:
 - Schwebach – Yes
 - McCall – Yes
 - Jaramillo – Yes

Motion Carried

E. MANAGER: Request Approval of a Prior Year Invoice to Pitney Bowes in the Amount of \$293.57 for the Purchase of Red Ink Cartridges.

Jordan Barela, County Manager:

- The office has experienced a high level of turnover in the Manager's Office over the past few months.
- Due to this turnover, staff have been working to reconcile and review existing contracts under management.
- One of the key contracts under review is with Pitney Bowes, which is used to support the organization's mailing system and related services.

Key Issue Identified

- During the reconciliation process, Geneva identified a previously unprocessed invoice.
- The invoice details:
 - Vendor: Pitney Bowes
 - Item: Ink cartridges for mailing system use
 - Amount: \$293.53
 - Fiscal Year: Prior fiscal year (not the current one)

Current Problem

- The invoice was:
 - Not processed in the prior fiscal year
 - Not captured or billed in the current fiscal year services cycle
- As a result, the payment does not align cleanly with current fiscal year obligations.

Motion: Chairman Schwebach motioned to approve; **Commissioner McCall** seconded.

- Roll Call Vote:
 - Schwebach – Yes
 - McCall – Yes
 - Jaramillo – Yes

Motion Carried

F. MANAGER: Request Approval of a Memorandum of Understanding Between Torrance County and the Torrance County Fair Heritage Association for the Execution of the 2026 Torrance County Fair.

Jordan Barela, County Manager:

- The County presented a Memorandum of Understanding (MOU) with the Heritage Association for the execution of the 2026 County Fair.
- This expands on last year’s MOU, which was limited to the livestock auction, and now includes:
 - Junior livestock auction
 - Full fair operations and broader responsibilities
- Term of agreement: From execution through completion of the 2026 County Fair

County of Torrance Responsibilities

- Maintenance of fairgrounds facilities
- Payment of utilities and ongoing maintenance costs
- Coordination of public safety with the Sheriff's Office
- Insurance and risk management coverage (already maintained by the County)
- General administrative support for fair operations

Heritage Association Responsibilities

- Full fair management, including:
 - Planning, organizing, and operating the 2026 fair
 - Entertainment, vendors, and programming
 - Scheduling and coordination
- Procurement responsibilities:
 - Awards, judges, and related fair materials
- Execution of:
 - Junior livestock auction
- Financial and operational duties:
 - Financial administration of fair activities
 - Recruitment and management of volunteers and staffing
- Community engagement requirement:
 - At a minimum, one dance event
 - At least one additional community event
- Insurance requirement:
 - Maintain their own general liability coverage as a 501(c)(3) nonprofit
- Compliance with all applicable federal, state, and local laws, including livestock regulations

Financial Structure

- Unlike last year, no administrative fee will be charged to the Heritage Association
- Funding will come from:
 - Remaining FY26 fair budget

- Potential FY27 budget allocations for fair-related services
- Current financial snapshot:
 - Approximately \$12,400 remaining in the fair budget (with some clarification needed due to potential adjustments)
 - Fair fund balance: approximately \$14,500
- Note:
 - Budget will decrease as the County no longer processes the junior livestock auction fees
 - Those fees now go directly to the Heritage Association

Procurement Approach

- Split procurement model between County and Heritage Association:
 - County will handle certain purchases (e.g., awards, marketing materials) during FY25/26
 - Heritage Association will take on more direct purchasing moving forward
- Future structure (next fiscal year):
 - County likely to establish a direct purchase order (PO) with the Heritage Association
 - The association will make purchases more independently
 - County will reimburse after verifying compliance and documentation
- Small purchase threshold: \$5,000
 - Purchases below the threshold may be handled more flexibly
 - Larger purchases must go through County procurement for compliance verification

Kevin McCall, County Commissioner:

- Question raised:
 - Why is the County still handling some procurement instead of fully transitioning to the Heritage Association under the MOU?
- Jordan Barela, County Manager:
 - Determined by procurement thresholds and compliance requirements
 - Larger purchases must remain under County oversight to ensure proper procurement procedures

- Smaller purchases may be delegated depending on cost and volume
- Follow-up clarification:
 - Buckles and similar items may exceed the threshold, requiring County handling

Financial Clarity Discussion

- Commissioner McCall asked whether the MOU specifies a fixed dollar amount for the Association
- Jordan Barela, County Manager, responded:
 - No fixed dollar amount is specified
 - Instead, funding is tied to:
 - Approved budget allocations for the fair
 - Reasoning:
 - Avoids discrepancies due to financial adjustments and donations (including a \$15,000 reimbursement/donation correction mentioned)

Key Takeaways

- Transition continues toward a hybrid operational model between County and Heritage Association
- Heritage Association is taking on greater operational control and financial responsibility
- County retains:
 - Oversight of compliance-sensitive procurement
 - Infrastructure, safety, and administrative support
- Financial structure remains flexible but constrained by available budget and procurement rules
- Long-term direction suggests increased autonomy for the Heritage Association in future fiscal years

Motion: Chairman Schwebach motioned to approve; **Commissioner McCall** seconded.

- Roll Call Vote:
 - Schwebach – Yes
 - McCall – Yes
 - Jaramillo – Yes

Motion Carried

12. DISCUSSION/PRESENTATION:

A. MANAGER/PLANNING AND ZONING: Discussion on Tajique Transfer Station and Related Zoning.

Jordan Barela, County Manager:

1. Zoning Overview

- Provided clarification on zoning within the land grant:
 - Two zoning designations exist:
 - VCP (Village Community Preservation) – more restrictive zoning, original township area.
 - RCP (Rural Community Preservation) – less restrictive, allows broader conditional uses.
 - The current Tajique Transfer Station site is in VCP, which has stricter limitations and more prohibited uses.
 - The proposed new site is in RCP, which allows more flexibility through conditional use processes.

Key Points:

- Neither VCP nor RCP explicitly permits commercial uses like a transfer station without special use authorization.
- A transfer station would still require a special use or overlay designation even in RCP.

2. Zoning Authority & Legal Interpretation

- Under state statute:
 - The land grant is the zoning authority for common lands within its township.
 - Because the proposed parcel is land grant–owned, it is considered common land.
 - Therefore, the land grant council has the authority to zone the property for a solid waste use.

Donald Goen, County P & Z Director:

Clarification:

- The County is not the zoning decision-maker for this parcel.

- Any objections or support from land grant members must go through the land grant council, not County Planning & Zoning.
- County role is limited to:
 - Executing a lease agreement after zoning/approval decisions are made.
- Development oversight remains with the County, but zoning authority rests with the land grant.

3. Precedent for Transfer Stations

- There are approximately eight (8) active transfer stations in Torrance County.
- None are located in areas specifically zoned for transfer stations or commercial use.
- All existing sites operate under:
 - Special Use District overlays
 - Justified by community benefit (solid waste services)

Key Interpretation:

- Transfer stations are treated as special-purpose infrastructure, not standard commercial development.
- If a facility is relocated or removed, zoning typically reverts to the original designation.

4. Site Conditions & Current Progress

- Observations:
 - Approximately 4-acre site has undergone significant brush clearing.
 - Base course and millings have been placed.
 - Site is largely prepared for development staging.

Operational Planning Needs:

- Installation of dump-access ramps so users can dispose of waste without steps.
- Development of an operational layout plan (currently in draft form by Danette's team at Solid Waste).

5. Security Fencing Discussion

- Current fencing exists but is not security-grade.
- Proposed upgrade:
 - 6-foot chain link fence with barbed wire topping
 - Intended to secure the operational area, not necessarily the full 4-acre perimeter.

Key Considerations:

- Exact linear footage still being determined based on final layout.
- Comparison made to other facilities:
 - Central site referenced as a model (noted higher fencing for security due to past theft/vandalism issues).
- Tajique site concerns:
 - Limited visibility due to trees and location off a major roadway.
 - Security fencing seen as administratively necessary.

Financial Issue:

- The fence is expected to cost tens of thousands of dollars.
- Concern raised that:
 - If site location changes in the future, fencing investment may not be reusable.
- Discussion of potential:
 - State funding sources
 - Possible lease amendment or cost-sharing clarification

6. Commission Discussion

- Confirmed general agreement that:
 - Land grant controls zoning decisions.
 - County has limited authority in the zoning approval process.
- Commissioner raised clarification questions regarding:
 - Whether fencing specifications (height, barbed wire) are statutorily required or an operational preference.
- Staff clarified:
 - Requirements are largely driven by operational/security needs, not strict statutory mandate (pending confirmation).

7. Operational Site Planning Update

- Using a cleared area as the designated operational footprint.
- Site is now effectively double the usable area of the current Tajique facility.
- Planning focuses on:

- Equipment placement
- Traffic flow
- Operational readiness requirements

B. CLERK’S REPORT:

Sylvia Chavez, County Clerk:

1. Election School / Open Primary Clarification

- Attended election school last week; reported it was highly informative and helped clarify prior confusion about the new open primary system.
- Key clarification: definition of “Open Primary” in New Mexico has now been officially confirmed by the Secretary of State.

Open Primary Rules (Final Interpretation)

- Only voters registered as “Decline to State (DTS)” are eligible to choose either:
 - Republican primary ballot, or Democratic primary ballot
- Voters registered as Libertarian or Independent:
 - Do NOT automatically qualify for open primary ballots
 - Must complete same-day voter registration to:
 - Change affiliation to Republican or Democrat, OR
 - Switch to Decline to State and then select a major party ballot
- Clarified misunderstanding: all 33 counties initially interpreted rules similarly, but this is now the final standardized definition

2. Voter Education & Ballot Guidance

- Strong recommendation to DTS voters:
 - Request sample ballots (both Republican and Democrat) before voting
 - Purpose:
 - Prevent selecting a ballot that does not include preferred candidates
 - Avoid needing to reissue ballots or use provisional voting
- If an incorrect ballot is chosen:
 - Voter may need to be issued a provisional ballot
 - Provisional ballots are still counted, but create additional processing steps
- Goal: ensure voters can cast ballots directly into tabulators without delays or complications

3. Registration Deadlines & Same-Day Registration

- Voter registration rolls close: May 5
 - Coincides with the start of early voting
- After May 5:
 - Changes still possible via Same Day Registration
 - Requirement: voter must vote immediately, the Same Day Registration is completed
 - Cannot register same-day and return later to vote

4. Voter Registration Breakdown

- Decline to State voters in the County:
 - Estimated in the thousands
- Minor parties in New Mexico:
 - Libertarian
 - Independent
- Structure clarified:
 - Major parties: Republican, Democrat
 - Minor parties: Libertarian, Independent
 - All others are effectively treated under broader classifications depending on registration status

5. Early Voting Information

- Early voting begins: May 5
 - Location: Torrance County Administration Building
 - Hours: Monday–Thursday, 8:00 AM – 5:00 PM
- Additional early voting period:
 - May 30–May 31
 - Hours: 8:00 AM – 5:00 PM

Alternate Early Voting Site

- Starts: May 16
- Location confirmed: Civic Center (Moriarty)
- Hours: Tuesday–Saturday, 10:00 AM – 6:00 PM
- Site has been secured with assurance of no scheduling conflicts

6. Absentee Voting

- Currently:
 - 398 voters on permanent absentee list
- Those voters:
 - Have received notification letters
 - DTS absentee voters received additional instructions for selecting party ballots
- Absentee ballot applications:
 - Available to all voters at any time

7. Election Preparation & Public Access

- Tabulator certification scheduled: Thursday at 9:00 AM (may extend into Friday)
- Open to the public:
 - Citizens may observe the certification process
- Emphasis on transparency in election preparation

8. Legislative Background & Process Notes

- Open primary law was passed through recent state legislation
- Initially:
 - Limited guidance available for Clerks statewide
 - Caused uncertainty across all 33 counties

- Update:
 - Final procedural clarity was provided only recently by the Secretary of State
- This is the first election cycle implementing the system
 - Expectation of adjustments in future cycles based on real-world application

C. MANAGERS' REPORT:

1. Budget Process Update

- The budget process is underway.
- Proposed next steps:
 - Scheduling individual meetings with each commissioner next week for preliminary budget review.
 - Department heads will be on standby during those meetings to answer questions.
 - Staff will follow up with commissioners after the meeting to confirm availability and scheduling preferences.
- Goal: Initiate early engagement to streamline budget review and feedback.

2. ICIP (Infrastructure Capital Improvement Plan) & Legislative Changes

- Upcoming ICIP presentations planned for May and June.
- Significant update: House Bill 247 (Capital Outlay Reform) impacts the ICIP process and grant management.

Key Changes under HB 247:

- Grant Encumbrance Requirement
 - At least 10% of awarded funds must be encumbered within 6 months (contract or PO required).
- Expenditure Requirement
 - At least 85% of funds must be spent and reimbursed within 6 months prior to the grant term ends.
- Failure to comply
 - State will freeze funding if deadlines are not met.
- Reauthorization limits
 - Projects may only be reauthorized once, and only for up to 2 additional years (not a full new cycle).
- Acceptance warning
 - If a project cannot meet early requirements (e.g., 10% encumbrance), agencies are advised not to accept the grant agreement.
- Funding availability window
 - Funds remain available for 12 months to begin project readiness, after which they may be reclaimed.
- Policy intent:
 - Strong emphasis on “shovel-ready” projects only
 - State aims to reduce unused, frozen appropriations totaling billions of dollars

3. Implications for County ICIP Strategy

- Emphasized the need to reassess the ICIP project list.

- Proposed actions:
 - Develop a “shovel-ready” scoring/criteria system.
 - Evaluate which projects:
 - Can realistically meet new funding timelines
 - Should remain on ICIP list
 - May need to be removed due to readiness or funding risk
- Recommendation:
 - Prioritize actionable, ready-to-execute projects
 - Deprioritize long-term or undeveloped “pipe dream” projects

4. Board Discussion & Questions

Commissioner McCall

- Question raised regarding:
 - Whether funds tied to delayed projects can be recovered or redirected.
- Manager Barela Response:
 - The DFA holds funds for up to 12 months if the project is not immediately ready.
 - After that period, unutilized funds may be recaptured by the state.
 - Rationale:
 - Prevent idle funds
 - Allow the state to reallocate or invest unused capital

5. Example Highlight (Fairgrounds Project)

- Staff cited the fairgrounds project as an example of a funding mismatch:
 - Initial grant: only a few hundred thousand dollars
 - Actual project cost: multi-million dollar scope
 - Issue: Early funding would not have supported the full design or execution timeline (~3 years)
- Used to illustrate the risk of accepting insufficient or premature grant awards

D. COMMISSIONERS REPORT:

Kevin McCall, County Vice Chair:

- Rhonda informed him that the New Mexico State Department of Transportation (NMDOT) will be taking official ownership of East Martinez Road.
- This transfer means the road will transition from Torrance County responsibility to state control.

Route Designation

- NMDOT plans to assign a state route number to East Martinez in the near future.
- This formal designation will complete the transition into the state highway system.

Impact on Torrance County

- Torrance County will no longer be responsible for maintenance or oversight of this roadway.

Ryan Schwebach, County Chairman: None

Linda Jaramillo, County Commissioner:

1. Water Planning & Infrastructure Updates (EMWT / City Council Meeting)

- Attended a minority City Council meeting where Donald Worthington provided an update on:
 - 40-year water plan
 - County water system planning
- Observations:
 - Impressed with the overall organization and structure of the water system planning
 - Noted strong system management and coordination
- Learned valuable insights from the presentation and discussions

2. EMWT Meeting – April 14

- Updates provided on:
 - Macintosh Water Plans
 - Homestead Estates water system
 - Sunset Acres water system
 - Melody Ranch water system
- Discussion topics:
 - Water rights issues in southern county areas
- General focus:
 - Continued monitoring and planning of regional water infrastructure and rights management

3. Community & Behavioral Health Meeting – April 16

Legislative Background

- New Mexico passed SB 3 – Behavioral Health Reform Investment Act
 - Signed: February 27, 2025
 - Response to high “deaths of despair” in NM (substance use, mental health, suicide)

Regional Structure

- Torrance County is part of Region 7, along with:
 - Catron County
 - Sierra County
 - Socorro County
- Region aligns with the 7th Judicial District
- Socorro serves as the accountable regional entity

Key Purpose of SB 3

- Establish a regional planning model for behavioral health services
- Improve coordination between:
 - Local governments
 - Healthcare providers

- Community organizations
- Build integrated community behavioral health centers

Meeting Highlights

- Presentation by Jackie Muncy (Socorro) explained the grant process and regional structure
- Prior workshop held in Socorro (3-day session)
- Follow-up community meetings held locally across districts
- Strong community attendance, including:
 - Mayors
 - Father Jordan (Catholic Church)
 - District court judges
 - Behavioral health agencies (some newly identified participants)

Funding Overview

- Initial regional allocation: ~\$7 million
- Torrance County share:
 - \$643,746 per year for 3 years
- Purpose:
 - Establish foundation for long-term behavioral health system development

Key Concerns & Goals

- Address:
 - Substance abuse
 - Suicide rates
 - Mental health needs of youth and adults
- Emphasis on collaboration and sustained planning
- Commitment to active participation in behavioral health initiatives

4. Public Safety Announcement

- Suicide Prevention Training
 - Date: Tomorrow
 - Time: 5:30 PM
 - Location: Dispatch facility
 - Open to the public
 - Free training

5. Community Event Attendance

- Attended Lincoln Day Dinner at Manzano campground
 - Keynote speakers:
 - Ant Thorten
 - Stephanie Lord
 - The event was well attended with many candidates present
- General note: Strong community political engagement observed

13. EXECUTIVE SESSION

A. COMMISSION: Discussion on the Purchase and Acquisition of Water Rights and Real Property Pursuant to 10-15-1.H(8) NMSA 1978: McIntosh Water Rights Acquisition and Potential Land Acquisition Related to the McIntosh Water Project.

B. COMMISSION: Discussion on Collective Bargaining Strategy Pursuant to 10-15-1.H(5) NMSA 1978: Professional Firefighters of Torrance County Local 544.

Motion: Chairman Schwebach motioned to move into Executive Session; **Commissioner McCall** seconded.

- Roll Call Vote:
 - Schwebach – Yes
 - McCall – Yes
 - Jaramillo – Yes

Motion Carried 11:14 AM

Motion: Chairman Schwebach motioned to move into Regular Session; **Commissioner McCall** seconded.

- Roll Call Vote:
 - Schwebach – Yes
 - McCall – Yes
 - Jaramillo – Yes

Motion Carried 12:11 PM

Ryan Schwebach, County Chairman:

Item 13A – Water Rights & Land Acquisition (McIntosh Area)

Discussion Points:

- The Commission reviewed matters related to:
 - Purchase and acquisition of water rights
 - Real property considerations in the McIntosh area
 - Water rate implications associated with acquisition
 - Potential land acquisition strategy

Key Discussion Outcome:

- Consensus direction provided to staff/administration:
 - Proceed with land acquisition negotiations

- Bring the final proposal back to the Commission for formal approval or disapproval

Action Item:

- Staff to continue negotiations and return with a completed package for Commission decision.

Item 13B – Informational Item (Local 544)

Discussion Points:

- Item was presented strictly as informational in nature.
- Details reviewed regarding prior presentation and discussion with Local 544.

Commission Direction:

- No action required at this stage.
- Authorization given to move forward, consistent with the presentation and discussion already held with Local 544.

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

Next meeting: May 13, 2026, 9:00 AM

15. Signing of official documents

16. Adjournment:

Motion: Chairman Schwebach motions to adjourn. **Vice-Chair Jaramillo** seconded.

- Roll Call Vote:
 - Schwebach – Yes
 - McCall – Yes
 - Jaramillo – Yes

Motion Carried

Meeting adjourned at 12:13 PM.

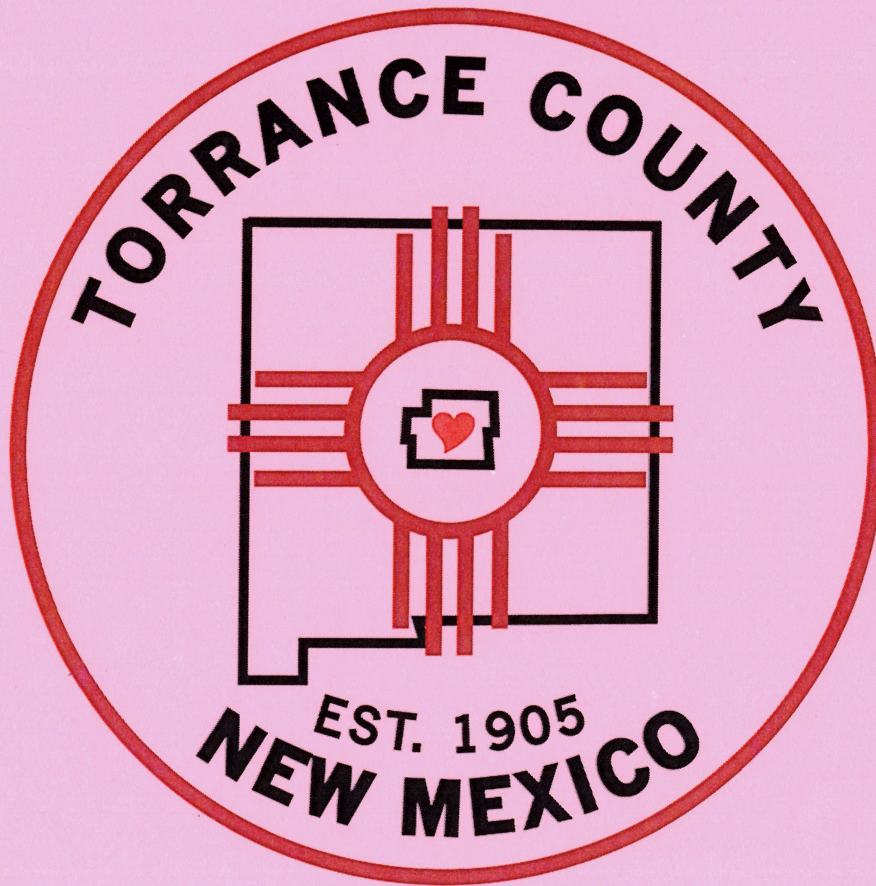
Ryan Schwebach - Chairman

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. 6 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 **May 13, 2026**, and approved the attached check report as presented against the funds of Torrance County in the amount of **\$1,730,106.75**

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: 4/16/2026 to 5/5/2026 **Total Payments: 177**

Total Checks: 146 Checks: 136518 to 136663

Voided Checks: 0 Checks: 136246,136351,136453,136468,136501,136517

Bank Drafts: 4 DFT0001553,DFT0001558,DFT0001559,DFT0001560 (NOT USED
DFT0001549,DFT0001550,DFT0001551,DFT0001552,DFT000
1554,DFT0001555,DFT0001556,DFT0001557)

Electronic Fund Transfers: 11 EFT: 479 TO 489

Total Payments Issued: \$1,730,106.75



Torrance County, NM

Check Report

By Check Number

Date Range: 04/16/2026 - 05/05/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3537	SED ENTERPRISES INC.	04/16/2026	EFT	0.00	9,002.26	479
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
27714G 2.26	Invoice	04/16/2026	Fleet Vehicles For Managers Office	0.00	974.00	
	620-094-2618		CAPITAL OUTLAY - VEHICL 2026 Chevy Silverado		974.00	
27714G/1.26	Invoice	04/16/2026	Fleet Vehicles For Managers Office	0.00	974.00	
	620-094-2618		CAPITAL OUTLAY - VEHICL 2026 Chevy Silverado		974.00	
27727G/1.26	Invoice	04/16/2026	Fleet Vehicles For Managers Office	0.00	751.46	
	620-094-2618		CAPITAL OUTLAY - VEHICL 2026 Chevy Eqionox		751.46	
27727G2.26	Invoice	04/16/2026	Fleet Vehicles For Managers Office	0.00	751.46	
	620-094-2618		CAPITAL OUTLAY - VEHICL 2026 Chevy Eqionox		751.46	
29XCXK 1.26	Invoice	04/16/2026	Fleet Vehicles For Managers Office	0.00	736.11	
	620-094-2618		CAPITAL OUTLAY - VEHICL 2026 Chevy Trax		736.11	
645494-010626	Invoice	04/16/2026	TC Maintenance Agreement	0.00	1,230.79	
	620-094-2618		CAPITAL OUTLAY - VEHICL TC Maintenance Agreement		1,230.79	
645494-020426	Invoice	04/16/2026	TC Maintenance Agreement	0.00	2,848.33	
	620-094-2618		CAPITAL OUTLAY - VEHICL TC Maintenance Agreement		2,848.33	
EQUINOX 2.26	Invoice	04/16/2026	Fleet Vehicles For Managers Office	0.00	736.11	
	620-094-2618		CAPITAL OUTLAY - VEHICL 2026 Chevy Trax		736.11	
3537	SED ENTERPRISES INC.	04/23/2026	EFT	0.00	4,923.14	480
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
645494-030426	Invoice	04/23/2026	Fleet Vehicles For Managers Office	0.00	974.00	
	620-094-2618		CAPITAL OUTLAY - VEHICL 2026 Chevy Silverado		974.00	
645494-030426/	Invoice	04/23/2026	Fleet Vehicles For Managers Office	0.00	974.00	
	620-094-2618		CAPITAL OUTLAY - VEHICL 2026 Chevy Silverado		974.00	
645494-030426/	Invoice	04/23/2026	Fleet Vehicles For Managers Office	0.00	751.46	
	620-094-2618		CAPITAL OUTLAY - VEHICL 2026 Chevy Eqionox		751.46	
645494-030426/	Invoice	04/23/2026	Fleet Vehicles For Managers Office	0.00	751.46	
	620-094-2618		CAPITAL OUTLAY - VEHICL 2026 Chevy Eqionox		751.46	
645494-030426/	Invoice	04/23/2026	Fleet Vehicles For Managers Office	0.00	736.11	
	620-094-2618		CAPITAL OUTLAY - VEHICL 2026 Chevy Trax		736.11	
645494-030426/	Invoice	04/23/2026	Fleet Vehicles For Managers Office	0.00	736.11	
	620-094-2618		CAPITAL OUTLAY - VEHICL 2026 Chevy Trax		736.11	
418	COLUMBUS BANK AND TRUST	04/29/2026	EFT	0.00	462.07	481
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
4.23.26	Invoice	04/29/2026	Regular payroll 4.23.26	0.00	462.07	
	401-000-9001		Payroll Liabilities Regular payroll 4.23.26		462.07	
418	COLUMBUS BANK AND TRUST	04/29/2026	EFT	0.00	462.07	482
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
4.9.26	Invoice	04/29/2026	Regular payroll 4.9.26	0.00	462.07	
	401-000-9001		Payroll Liabilities Regular payroll 4.9.26		462.07	
VEN01472	PROFESSIONAL FIREFIGHTERS OF TORRANCE C	04/29/2026	EFT	0.00	276.00	483

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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		
4.23.26	Invoice	04/29/2026	Regular payroll 4.23.26	0.00	276.00	
	401-000-9001	Payroll Liabilities	Regular payroll 4.23.26		276.00	
VEN01472	PROFESSIONAL FIREFIGHTERS OF TORRANCE C	04/29/2026	EFT	0.00	299.00	484
4.9.26	Invoice	04/29/2026	Regular payroll 4.9.26	0.00	299.00	
	401-000-9001	Payroll Liabilities	Regular payroll 4.3.26		299.00	
5279	SANTA FE COUNTY	04/29/2026	EFT	0.00	3,192.00	485
TOR 3-2026	Invoice	04/22/2026	Inmate Housing for March	0.00	3,192.00	
	420-070-2172	CARE OF INMATES	Inmate Housing for March		3,192.00	
5189	SUNRISE BANK	04/29/2026	EFT	0.00	2,100.36	486
4.9.26	Invoice	04/29/2026	Regular payroll 4.9.26	0.00	2,100.36	
	401-000-9001	Payroll Liabilities	Regular payroll 4.3.26		2,100.36	
5189	SUNRISE BANK	04/29/2026	EFT	0.00	2,034.90	487
4.23.26	Invoice	04/29/2026	Regular payroll 4.23.26	0.00	2,034.90	
	401-000-9001	Payroll Liabilities	Regular payroll 4.23.26		2,034.90	
VEN01566	UnitedHealthcare Insurance Company	04/29/2026	EFT	0.00	57,148.45	488
4.9.26	Invoice	04/29/2026	Regular payroll 4.9.26	0.00	57,148.45	
	401-000-9001	Payroll Liabilities	Regular payroll 4.3.26		57,148.45	
VEN01566	UnitedHealthcare Insurance Company	04/29/2026	EFT	0.00	56,125.80	489
4.23.26	Invoice	04/29/2026	Regular payroll 4.23.26	0.00	56,125.80	
	401-000-9001	Payroll Liabilities	Regular payroll 4.23.26		56,125.80	
423	ADVANCED COMMUNICATIONS & ELECTRONIC	04/16/2026	Regular	0.00	1,834.62	136518
23092-00	Invoice	04/09/2026	P&Z Radio for new fleet vehicle	0.00	1,834.62	
	620-094-2618	CAPITAL OUTLAY - VEHICL	External Accessory Connection		34.44	
	620-094-2618	CAPITAL OUTLAY - VEHICL	Ignition Sense Cable		12.81	
	620-094-2618	CAPITAL OUTLAY - VEHICL	High Power Speaker		56.21	
	620-094-2618	CAPITAL OUTLAY - VEHICL	Kenwood Mobile VHF		910.35	
	620-094-2618	CAPITAL OUTLAY - VEHICL	Labor		645.75	
	620-094-2618	CAPITAL OUTLAY - VEHICL	Dash Mount Hardware		30.00	
	620-094-2618	CAPITAL OUTLAY - VEHICL	Antenna Kit		85.06	
	620-094-2618	CAPITAL OUTLAY - VEHICL	Freight		60.00	
5450	AMAZON BUSINESS	04/16/2026	Regular	0.00	247.79	136519

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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		
1PDXCKC9J	Invoice	04/09/2026	GG grand 18 inch steering wheel cover	0.00	247.79	
	402-060-2244		MAINTENANCE & REPAIR GG grand 18 inch steering whee		25.49	
	402-060-2244		MAINTENANCE & REPAIR GG grand 18 inch steering whee		25.49	
	402-060-2248		SUPPLIES - SAFETY xl safety vest		44.64	
	402-060-2248		SUPPLIES - SAFETY medium safety vest		79.98	
	402-060-2248		SUPPLIES - SAFETY Large safety vest		72.19	
5561	CULLIGAN ABQ, LLC	04/16/2026	Regular	0.00	32.75	136520
Payable # 322318	Invoice	04/08/2026	Q3 Water Delivery Service	0.00	32.75	
	401-030-2271		CONTRACT - OTHER SERV Q3 MARCH Water Delivery Servi		32.75	
4383	DE LAGE LANDEN FINANCIAL SERVICE	04/16/2026	Regular	0.00	303.62	136521
Payable # 596484202	Invoice	04/13/2026	Q4 Assessor Copy Machine Lease	0.00	303.62	
	401-040-2284		EQUIPMENT LEASES April		303.62	
5308	DIRECTV, LLC.	04/16/2026	Regular	0.00	138.14	136522
Payable # 069212456X2603	Invoice	04/13/2026	Direct TV Fire	0.00	138.14	
	413-091-2271		CONTRACT - OTHER SERV April		138.14	
4705	DOUBLE H AUTO	04/16/2026	Regular	0.00	361.83	136523
Payable # 632455	Invoice	04/08/2026	parts for Road Fleet	0.00	75.98	
	402-060-2201		MAINTENANCE & REPAIR OPEN PO - parts for Road Fleet		75.98	
Payable # 632590	Invoice	04/08/2026	parts for Road Fleet	0.00	245.39	
	402-060-2201		MAINTENANCE & REPAIR OPEN PO - parts for Road Fleet		245.39	
Payable # 632826	Invoice	04/08/2026	parts for Road Fleet	0.00	40.46	
	402-060-2201		MAINTENANCE & REPAIR OPEN PO - parts for Road Fleet		40.46	
214	Hart's Trustworthy Hardware	04/16/2026	Regular	0.00	274.75	136524
Payable # B643649	Invoice	04/08/2026	Tube 4FT Replacment Light Bulbs For Ad	0.00	274.75	
	401-015-2215		MAINTENANCE & REPAIR Tube 4FT Replacment 4000-534		274.75	
214	Hart's Trustworthy Hardware	04/16/2026	Regular	0.00	52.99	136525
Payable # B643636	Invoice	04/08/2026	Replacment Fauset (Leaking and Broken H	0.00	52.99	
	401-016-2215		MAINTENANCE & REPAIR Faucet LAV 4IN SINGLK MTHND		52.99	
214	Hart's Trustworthy Hardware	04/16/2026	Regular	0.00	36.28	136526
Payable # B643647	Invoice	04/08/2026	AAA and AA Bateries for stock	0.00	36.28	
	401-015-2215		MAINTENANCE & REPAIR E91LP-16 AA Alkaline BATT-3044		19.99	
	401-015-2215		MAINTENANCE & REPAIR E92LP-16 AAA Alkaline BAT-1378		16.29	
214	Hart's Trustworthy Hardware	04/16/2026	Regular	0.00	274.75	136527

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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		
B64368	Invoice	04/08/2026	Tube 4FT Replacement Light Bulbs for Mo	0.00	274.75	
	401-037-2215		MAINTENANCE & REPAIR Tube 4FT Replacement4000-534		274.75	
1264	JARAMILLO, LINDA	04/16/2026	Regular	0.00	107.42	136528
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
NM SOCORRO	Invoice	04/16/2026	RETURN FROM SOCORRO NM SB 3 PLAN	0.00	107.42	
	401-005-2205		TRAVEL - EMPLOYEES RETURN FROM SOCORRO NM S		107.42	
3527	JONES, MICHELLE M	04/16/2026	Regular	0.00	184.00	136529
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
ALBUQ NM	Invoice	04/16/2026	TRAVEL TO ABQ NM LDWI TRAINING	0.00	184.00	
	401-010-2205		TRAVEL - EMPLOYEES TRAVEL TO ABQ NM LDWI TRAI		184.00	
3111	MASTER, TRACEY	04/16/2026	Regular	0.00	2,715.75	136530
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TM 03-31-26	Invoice	04/08/2026	OPEN PO DV SERVICES FY26	0.00	2,715.75	
	690-009-2271		CONTRACT - OTHER SERV OPEN PO DV SERVICES FY26		2,715.75	
721	MORIARTY FOODS	04/16/2026	Regular	0.00	234.27	136531
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1793	Invoice	04/16/2026	Emergency DV Supplies	0.00	72.00	
	690-009-2271		CONTRACT - OTHER SERV Emergency DV Supplies		72.00	
3162	Invoice	04/16/2026	Emergency DV Supplies	0.00	88.21	
	690-009-2271		CONTRACT - OTHER SERV Emergency DV Supplies		88.21	
4796	Invoice	04/16/2026	Emergency DV Supplies	0.00	38.57	
	690-009-2271		CONTRACT - OTHER SERV Emergency DV Supplies		38.57	
4932	Invoice	04/16/2026	Emergency DV Supplies	0.00	35.49	
	690-009-2271		CONTRACT - OTHER SERV Emergency DV Supplies		35.49	
VEN01488	NEW MEXICO AIR FILTER, INC.	04/16/2026	Regular	0.00	494.00	136532
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
208079	Invoice	04/09/2026	Replacement Pads for the swamp coolers	0.00	199.15	
	401-027-2215		MAINTENANCE & REPAIR 8x41-1/4x22-1/2 Kuul Pad Kit P/		84.95	
	401-027-2215		MAINTENANCE & REPAIR 8x41-1/4x29-1/8 Kuul Pad Kit P/		114.20	
208080	Invoice	04/09/2026	Replacement Filters for the swamp Cooler	0.00	294.85	
	401-037-2215		MAINTENANCE & REPAIR 12x41-1/4x22-1/2 Kuul Pad Kit (119.95	
	401-037-2215		MAINTENANCE & REPAIR 8x40x23 Kuul Pad Kit P/N PAD10		89.95	
	401-037-2215		MAINTENANCE & REPAIR 8x41-1/4x22-1/2 Kuul Pad Kit P/		84.95	
4464	NM APPARATUS LLC	04/16/2026	Regular	0.00	330.49	136533
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2202	Invoice	04/09/2026	Rescue 15	0.00	330.49	
	416-083-2201		MAINTENANCE & REPAIR PM Service and Inspection		165.00	
	416-083-2201		MAINTENANCE & REPAIR Sales Tax		20.17	
	416-083-2201		MAINTENANCE & REPAIR Parts- Engine Oil, Coolant, Oil Fil		133.77	
	416-083-2201		MAINTENANCE & REPAIR Shop Supplies- 7% of Labor		11.55	
107	QWEST CORPORATION	04/16/2026	Regular	0.00	183.43	136534

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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		
03.2026 737571	Invoice	04/08/2026	Q3 Moriarty Sr Center Qwest	0.00	183.43	
	401-037-2207	TELECOMMUNICATIONS	March	183.43		
107	QWEST CORPORATION	04/16/2026	Regular	0.00	81.29	136535
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
03.2026 072736	Invoice	04/08/2026	Q3 Treasurer Qwest	0.00	81.29	
	401-096-2207	TELECOMMUNICATIONS	March	81.29		
107	QWEST CORPORATION	04/16/2026	Regular	0.00	252.02	136536
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
03.2026 567556	Invoice	04/08/2026	Q3 Animal Services Qwest	0.00	252.02	
	401-096-2207	TELECOMMUNICATIONS	March	252.02		
107	QWEST CORPORATION	04/16/2026	Regular	0.00	163.80	136537
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
03.2026 157094	Invoice	04/08/2026	Q3 Manager Qwest	0.00	163.80	
	401-096-2207	TELECOMMUNICATIONS	March	163.80		
107	QWEST CORPORATION	04/16/2026	Regular	0.00	138.66	136538
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
03.2026 084146	Invoice	04/08/2026	Q3 Facilities Qwest	0.00	138.66	
	401-096-2207	TELECOMMUNICATIONS	March 4146	138.66		
107	QWEST CORPORATION	04/16/2026	Regular	0.00	314.01	136539
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
03.2026 988566	Invoice	04/08/2026	Q3 Estancia Sr Center Qwest	0.00	314.01	
	401-036-2207	TELECOMMUNICATIONS	March	314.01		
107	QWEST CORPORATION	04/16/2026	Regular	0.00	655.47	136540
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
03.2026 00063	Invoice	04/08/2026	Q3 Dispatch Qwest	0.00	655.47	
	911-080-2207	TELECOMMUNICATIONS	March	655.47		
107	QWEST CORPORATION	04/16/2026	Regular	0.00	77.93	136541
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
03.2026 580726	Invoice	04/08/2026	Q3 Mountainair Sr Center Qwest	0.00	77.93	
	401-027-2207	TELECOMMUNICATIONS	March	77.93		
107	QWEST CORPORATION	04/16/2026	Regular	0.00	198.14	136542
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
03.2026 569229	Invoice	04/08/2026	Q3 Fire Dist 5 Qwest	0.00	198.14	
	405-091-2207	TELECOMMUNICATIONS	March 9229	198.14		
107	QWEST CORPORATION	04/16/2026	Regular	0.00	27.00	136543
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
03.2026 652762	Invoice	04/08/2026	Q3 Facilities Qwest	0.00	27.00	
	401-096-2207	TELECOMMUNICATIONS	March 2762	27.00		
107	QWEST CORPORATION	04/16/2026	Regular	0.00	80.69	136544

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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		
03.2026 665927	Invoice	04/08/2026	Q3 Fire Dist 5 Qwest	0.00	80.69	
	405-091-2207		TELECOMMUNICATIONS		80.69	
107	QWEST CORPORATION	04/16/2026	Regular	0.00	59.25	136545
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
03.2026 987944	Invoice	04/08/2026	Q3 Sheriff Qwest	0.00	59.25	
	401-096-2207		TELECOMMUNICATIONS		59.25	
107	QWEST CORPORATION	04/16/2026	Regular	0.00	164.56	136546
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
03.2026 664021	Invoice	04/08/2026	Q3 Sheriff Qwest	0.00	164.56	
	401-096-2207		TELECOMMUNICATIONS		164.56	
107	QWEST CORPORATION	04/16/2026	Regular	0.00	155.92	136547
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
02.2026 580726	Invoice	04/08/2026	Q3 Mountairair Sr Center Qwest	0.00	155.92	
	401-027-2207		TELECOMMUNICATIONS		155.92	
107	QWEST CORPORATION	04/16/2026	Regular	0.00	81.29	136548
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
03.2026 748623	Invoice	04/08/2026	Q3 Assessor Qwest	0.00	81.29	
	401-096-2207		TELECOMMUNICATIONS		81.29	
3462	SAMBA HOLDINGS, INC.	04/16/2026	Regular	0.00	291.67	136549
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV02214179	Invoice	04/08/2026	Q4 Samba DL Check	0.00	291.67	
	401-014-2271		CONTRACT-OTHER SERVI		291.67	
5426	SENERGY PETROLEUM, LLC	04/16/2026	Regular	0.00	8,956.88	136550
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
415468081	Invoice	04/08/2026	Bulk Fuel	0.00	8,956.88	
	402-060-2202		SUPPLIES - VEHICLE FUEL		8,956.88	
VEN01412	SERENA ORTIZ	04/16/2026	Regular	0.00	5,751.00	136551
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
#12	Invoice	04/15/2026	GIRLS CIRCLE FACILITATOR	0.00	5,751.00	
	635-068-2272		CONTRACT - PROFESSION		5,400.00	
	635-076-2314		PROGRAM SUPPORT		351.00	
1139	TOWN OF MOUNTAINAIR	04/16/2026	Regular	0.00	150.88	136552
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
03.2026 01-0171	Invoice	04/13/2026	Q3 Mtnr Sr Center Utilities	0.00	150.88	
	401-027-2209		UTILITIES - NATURAL GAS		34.09	
	401-027-2210		UTILITIES - WATER		116.79	
5193	UNIVERSAL BACKGROUND SCREENING	04/16/2026	Regular	0.00	291.81	136553

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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		
202603013415	Invoice	04/13/2026	Q3 Background & Drug Testing Screening	0.00	291.81	
	401-014-2271		CONTRACT-OTHER SERVI		207.71	
	413-091-2271		CONTRACT - OTHER SERV		84.10	
5408	BANK OF AMERICA	04/23/2026	Regular	0.00	325.00	136554
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
77NR4PGT2TS	Invoice	04/20/2026	2026 Annual Conference	0.00	325.00	
	401-005-2266		EMPLOYEE TRAINING		325.00	
VEN01500	FRANKEN CONSTRUCTION COMPANY, INC.	04/23/2026	Regular	0.00	819,389.07	136555
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TC FAIRGROUND	Invoice	04/23/2026	TC FAIRGROUND - RFP #TC FY25-26-005	0.00	819,389.07	
	803-059-2724		24-I3189 FAIRGROUNDS		819,389.07	
5166	JULIE FILL	04/23/2026	Regular	0.00	920.00	136556
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RUIDOSO NM	Invoice	04/23/2026	TRAVEL TO RUIDOSO NM 2026 EMS CONF	0.00	920.00	
	416-083-2266		EMPLOYEE TRAINING		920.00	
VEN01166	AAA FIREPRO OF NEW MEXICO INC	04/27/2026	Regular	0.00	11,698.00	136557
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
D-01202603	Invoice	04/14/2026	D3 SuperVac	0.00	11,698.00	
	408-091-2248		SUPPLIES - SAFETY		11,698.00	
VEN01184	AIR CARE NEW MEXICO	04/27/2026	Regular	0.00	1,013.26	136558
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
26-01545	Invoice	04/13/2026	3-Door Reach-in Cooler Control tempertu	0.00	1,013.26	
	401-037-2215		MAINTENANCE & REPAIR		80.00	
	401-037-2215		MAINTENANCE & REPAIR		597.02	
	401-037-2215		MAINTENANCE & REPAIR		36.24	
	401-037-2215		MAINTENANCE & REPAIR		300.00	
4818	AMBITIONS TECHNOLOGY GROUP LLC	04/27/2026	Regular	0.00	2,060.85	136559
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
ATG 13778	Invoice	04/13/2026	Power Edge Warranty Renewal	0.00	2,060.85	
	401-096-2218		EQUIPMENT-MAINTENAN		2,023.16	
	401-096-2218		EQUIPMENT-MAINTENAN		-101.16	
	401-096-2218		EQUIPMENT-MAINTENAN		146.56	
	401-096-2218		EQUIPMENT-MAINTENAN		-7.71	
2188	ANIMAL CARE EQUIPMENT (ACES)	04/27/2026	Regular	0.00	1,524.79	136560
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
141071	Invoice	04/13/2026	Traps, PPE, snares for department	0.00	1,524.79	
	401-082-2222		SUPPLIES - FIELD SUPPLIE		99.00	
	401-082-2222		SUPPLIES - FIELD SUPPLIE		99.00	
	401-082-2222		SUPPLIES - FIELD SUPPLIE		70.00	
	401-082-2222		SUPPLIES - FIELD SUPPLIE		120.00	
	401-082-2222		SUPPLIES - FIELD SUPPLIE		1,136.79	
5408	BANK OF AMERICA	04/27/2026	Regular	0.00	325.00	136561

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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		
AC2026-042026-	Invoice	04/13/2026	2026 89th Annual Conference	0.00	325.00	
	401-030-2266		EMPLOYEE TRAINING		325.00	
5408	BANK OF AMERICA	04/27/2026	Regular	0.00	325.00	136562
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
AC2026-042026-	Invoice	04/13/2026	2026 89th Annual Conference	0.00	325.00	
	401-030-2266		EMPLOYEE TRAINING		325.00	
VEN01274	BOLDplanning, Inc	04/27/2026	Regular	0.00	655.67	136563
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
246385	Invoice	04/14/2026	BOLDPlanning EOP Module Licensing	0.00	655.67	
	604-083-2269		SUBSCRIPTIONS & DUES		655.67	
4582	DH PACE COMPANY INC	04/27/2026	Regular	0.00	854.85	136564
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SVC/278-198726	Invoice	04/13/2026	Emergency Door Repair EMS (Not under	0.00	854.85	
	416-083-2215		MAINTENANCE & REPAIR		7.95	
	416-083-2215		MAINTENANCE & REPAIR		49.00	
	416-083-2215		MAINTENANCE & REPAIR		8.00	
	416-083-2215		MAINTENANCE & REPAIR		157.50	
	416-083-2215		MAINTENANCE & REPAIR		8.00	
	416-083-2215		MAINTENANCE & REPAIR		8.00	
	416-083-2215		MAINTENANCE & REPAIR		8.50	
	416-083-2215		MAINTENANCE & REPAIR		47.90	
	416-083-2215		MAINTENANCE & REPAIR		560.00	
4705	DOUBLE H AUTO	04/27/2026	Regular	0.00	373.45	136565
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
632063	Invoice	04/15/2026	Supplies and parts for road fleet	0.00	8.78	
	402-060-2201		MAINTENANCE & REPAIR		8.78	
633054	Invoice	04/14/2026	parts for Road Fleet	0.00	50.75	
	402-060-2201		MAINTENANCE & REPAIR		50.75	
633079	Invoice	04/14/2026	parts for Road Fleet	0.00	10.44	
	402-060-2201		MAINTENANCE & REPAIR		10.44	
633190	Invoice	04/14/2026	parts for Road Fleet	0.00	83.98	
	402-060-2201		MAINTENANCE & REPAIR		83.98	
633199	Invoice	04/14/2026	parts for Road Fleet	0.00	219.50	
	402-060-2201		MAINTENANCE & REPAIR		219.50	
5214	FIRE PROTECTION PUBLICATIONS	04/27/2026	Regular	0.00	240.00	136566
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
305538	Invoice	04/13/2026	IFSTA- Course Books	0.00	240.00	
	620-094-2263		SUPPLIES - FURNITURE/FI		240.00	
5359	GALLAGHER BENEFIT SERVICES, INC.	04/27/2026	Regular	0.00	2,810.00	136567
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
369932	Invoice	04/14/2026	Q4 Benefits Svc Contract	0.00	2,810.00	
	401-014-2272		CONTRACT - PROFESSION		2,810.00	
944	GRAINGER, INC.	04/27/2026	Regular	0.00	112.68	136568

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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		
987027721	Invoice	04/09/2026	Paddle Sign D1	0.00	112.68	
	407-091-2248		SUPPLIES - SAFETY		112.68	
VEN01307	OCCUPATIONAL HEALTH CENTERS OF THE SOU	04/27/2026	Regular	0.00	1,519.68	136569
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
18980636	Invoice	04/09/2026	LE Standard Physical Exam	0.00	1,519.68	
	401-050-2272		CONTRACT - PROFESSION		96.00	
	401-050-2272		Blood Chemistry		151.00	
	401-050-2272		TB SCREEN W/CHEST X-RAY		138.68	
	401-050-2272		RPR		106.00	
	401-050-2272		Complete Blood Count		106.00	
	401-050-2272		EKG Testing		119.00	
	401-050-2272		Anabolic Steroid		225.00	
	401-050-2272		TB Skin Test		75.00	
	401-050-2272		Audiogram		89.00	
	401-050-2272		Breath Alcohol		72.00	
	401-050-2272		Vision Titmus		74.00	
	401-050-2272		UA Mirco		86.00	
	401-050-2272		Ishihara Color		59.00	
	401-050-2272		LE Standard Physical Exam		123.00	
3859	PRUDENTIAL OVERALL SUPPLY	04/27/2026	Regular	0.00	328.43	136570
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450791610	Invoice	04/14/2026	Uniform rental	0.00	328.43	
	402-060-2236		SUPPLIES - UNIFORMS		328.43	
3233	SANDIA HEARING AIDS	04/27/2026	Regular	0.00	105.00	136571
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3512871	Invoice	04/14/2026	Sandia Hearing - Hearing Tests	0.00	105.00	
	911-080-2272		CONTRACT - PROFESSION		105.00	
			Diagnostic Office Visit (Discount			
5335	SOUTHERN TIRE MART	04/27/2026	Regular	0.00	823.12	136572
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5020138133	Invoice	04/14/2026	tires for 2021 Durango	0.00	823.12	
	402-060-2232		SUPPLIES-TIRES		823.12	
			tires for 2021 Durango			
5323	SOUTHWEST COPY SYSTEMS	04/27/2026	Regular	0.00	118.47	136573
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
594296	Invoice	04/14/2026	Q4 Em Manager Pringting Overages	0.00	118.47	
	604-083-2219		SUPPLIES - GENERAL OFFI		118.47	
			April Overages			
5539	SUMMITT FIRE & SECURITY LLC	04/27/2026	Regular	0.00	137.39	136574
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3985973	Invoice	04/14/2026	Summit Clerk Voting Storage Quarterly bil	0.00	137.39	
	612-020-2308		VOTING MACHINE STORA		137.39	
			Q4			
552	UTILITY TRAILER INTERSTATE	04/27/2026	Regular	0.00	812.73	136575

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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	
02M85040	Invoice	04/09/2026	RD-23 Belly dump		759.78	
	402-060-2244		MAINTENANCE & REPAIR	RD-23 Belly dump -Shoe Kit	235.68	
	402-060-2244		MAINTENANCE & REPAIR	3/4 " SPRING SEAT AXLE	44.10	
	402-060-2244		MAINTENANCE & REPAIR	RD-23 Belly dump -Brake Drum	480.00	
02M85082	Invoice	04/09/2026	RD-23 Belly dump		52.95	
	402-060-2244		MAINTENANCE & REPAIR	HUTCH WASHER	5.52	
	402-060-2244		MAINTENANCE & REPAIR	TORQUE ARM BOLT HUTCH	11.90	
	402-060-2244		MAINTENANCE & REPAIR	TORQUE ARM HUTCH	29.55	
	402-060-2244		MAINTENANCE & REPAIR	FLANGED LOCK NUT	5.98	
1	WAGNER EQUIPMENT CO.	04/27/2026	Regular	0.00	202.98	136576
P10C0954351	Invoice	04/14/2026	Parts for CAT equipment Jan-April		202.98	
	402-060-2244		MAINTENANCE & REPAIR	Parts for CAT equipment Jan-Ap	202.98	
5541	WATT-EVER ELECTRIC	04/27/2026	Regular	0.00	2,590.56	136577
INV0656	Invoice	04/27/2026	A/C Heater Combo Repair		2,590.56	
	401-082-2215		MAINTENANCE & REPAIR	Tax	190.56	
	401-082-2215		MAINTENANCE & REPAIR	A/C Heater Combo Repair	2,400.00	
VEN01184	AIR CARE NEW MEXICO	04/28/2026	Regular	0.00	1,661.75	136578
20006279	Invoice	04/27/2026	Compressor Replacement D2		1,661.75	
	406-091-2215		MAINTENANCE & REPAIR	Tax (Torrance County- Moriarty	95.40	
	406-091-2215		MAINTENANCE & REPAIR	Mileage	78.00	
	406-091-2215		MAINTENANCE & REPAIR	Consumables-Nitrogen	93.60	
	406-091-2215		MAINTENANCE & REPAIR	Consumables-Liquid Line Filter	97.23	
	406-091-2215		MAINTENANCE & REPAIR	Consumables-Welding	125.00	
	406-091-2215		MAINTENANCE & REPAIR	Consumables-Sandcloth	21.60	
	406-091-2215		MAINTENANCE & REPAIR	Consumables-Vacuum Pump Oil	25.92	
	406-091-2215		MAINTENANCE & REPAIR	Hours& Fees-Labor: Normal Bui	1,125.00	
5450	AMAZON BUSINESS	04/28/2026	Regular	0.00	70.38	136579
1CTD-FRG4-PJQD	Invoice	04/16/2026	National Night Out Banner		70.38	
	604-083-2248		SUPPLIES - SAFETY	National Night Out Banner	70.38	
3594	AUTOZONE INC.	04/28/2026	Regular	0.00	348.95	136580
02248200646	Invoice	04/20/2026	TCFR Autozone Open PO 04/2026-06/202		348.95	
	406-091-2201		MAINTENANCE & REPAIR	AC Pro Prem Refr AC Pro	115.96	
	406-091-2201		MAINTENANCE & REPAIR	Core Charge	22.00	
	406-091-2201		MAINTENANCE & REPAIR	Duralast Platinum Battery	210.99	
4846	HORIZONS OF NEW MEXICO	04/28/2026	Regular	0.00	29.24	136581
SINV050903	Invoice	04/15/2026	SHREDDING SERVICES		29.24	
	401-010-2271		CONTRACT-OTHER SERVI	Shredding FY 2026	29.24	
4846	HORIZONS OF NEW MEXICO	04/28/2026	Regular	0.00	29.24	136582

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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		
SINV050886	Invoice	04/15/2026	Shredding Services	0.00	29.24	
	401-040-2271	CONTRACT - OTHER SERV	Shredding for FY26	29.24		
4846	HORIZONS OF NEW MEXICO	04/28/2026	Regular	0.00	58.46	136583
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SINV050893	Invoice	04/15/2026	Shredding Services	0.00	58.46	
	401-050-2271	OTHER SERVICES	Shredding FY2026	58.46		
4846	HORIZONS OF NEW MEXICO	04/28/2026	Regular	0.00	29.24	136584
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SINV050902	Invoice	04/15/2026	Shredding Services	0.00	29.24	
	911-080-2271	CONTRACTS OTHER SERVI	FY26	29.24		
4846	HORIZONS OF NEW MEXICO	04/28/2026	Regular	0.00	29.24	136585
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SINV050882	Invoice	04/15/2026	Shredding Services	0.00	29.24	
	401-030-2271	CONTRACT - OTHER SERV	Shredding FY2026	29.24		
4846	HORIZONS OF NEW MEXICO	04/28/2026	Regular	0.00	29.24	136586
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SINV050888	Invoice	04/15/2026	Shredding Services	0.00	29.24	
	401-055-2271	OTHER SERVICES	Shredding FY2026	29.24		
14	JUNIOR'S TIRE & AUTO PARTS INC.	04/28/2026	Regular	0.00	1,440.00	136587
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
199532	Invoice	04/15/2026	PZ-4 & PZ-5 tires	0.00	720.00	
	401-008-2201	MAINTENANCE & REPAIR	PZ-5 tires	720.00		
199563	Invoice	04/15/2026	PZ-4 & PZ-5 tires	0.00	720.00	
	401-008-2201	MAINTENANCE & REPAIR	PZ-4 tires	720.00		
2194	ORKIN, LLC	04/28/2026	Regular	0.00	467.89	136588
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
293900175	Invoice	04/16/2026	Dispatch Pest Control	0.00	200.21	
	911-080-2271	CONTRACTS OTHER SERVI	March	200.21		
293900577	Invoice	04/16/2026	Admin Pest Control	0.00	133.84	
	401-015-2215	MAINTENANCE & REPAIR	March	133.84		
295293876	Invoice	04/16/2026	Admin Pest Control	0.00	133.84	
	401-015-2215	MAINTENANCE & REPAIR	April	133.84		
5406	PUEBLO HOTEL SUPPLY	04/28/2026	Regular	0.00	11,593.44	136589
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV49741	Invoice	04/16/2026	Dishwasher Estancia Senior Center	0.00	11,593.44	
	803-059-2629	A23H2068-49 Estancia SC	PRESSURE REGULATOR 1/2"	200.29		
	803-059-2629	A23H2068-49 Estancia SC	JACKSON WWS DISHWASHER	7,144.20		
	803-059-2629	A23H2068-49 Estancia SC	Dishwasher Estancia Senior Cen	350.00		
	803-059-2629	A23H2068-49 Estancia SC	Dishwasher Estancia Senior Cen	2,500.00		
	803-059-2629	A23H2068-49 Estancia SC	WATER HAMMER ARRESTOR, 1/	280.53		
	803-059-2629	A23H2068-49 Estancia SC	SCALE PREVENTION SYSTEM	642.51		
	803-059-2629	A23H2068-49 Estancia SC	MACHINE STAND 6" HIGH	475.91		
3978	STAPLES BUSINESS ADVANTAGE	04/28/2026	Regular	0.00	485.96	136590

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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		
6060179686	Invoice	04/20/2026	Fire Admin Office Supplies	0.00	485.96	
	413-091-2219		SUPPLIES - GENERAL OFFI		19.36	
	413-091-2219		SUPPLIES - GENERAL OFFI		112.06	
	413-091-2219		SUPPLIES - GENERAL OFFI		13.40	
	413-091-2219		SUPPLIES - GENERAL OFFI		216.12	
	413-091-2219		SUPPLIES - GENERAL OFFI		112.06	
	413-091-2219		SUPPLIES - GENERAL OFFI		12.96	
3676	STOCUM, JOHN	04/28/2026	Regular	0.00	25.03	136591
	Invoice	04/15/2026	Reimbursement for Fuel in County Unit - J	0.00	25.03	
	401-050-2202		SUPPLIES - VEHICLE FUEL		25.03	
VEN01554	STORMIE LOOPER	04/28/2026	Regular	0.00	80.00	136592
	Invoice	04/28/2026	EVYFC YOUTH MEMBER STIPEND	0.00	40.00	
	635-068-2272		CONTRACT - PROFESSION		40.00	
	Invoice	04/28/2026	EVYFC YOUTH MEMBER STIPEND	0.00	40.00	
	635-068-2272		CONTRACT - PROFESSION		40.00	
4268	T-MOBILE USA, INC	04/28/2026	Regular	0.00	50.00	136593
	Invoice	04/15/2026	T-Mobile - CID Investigations	0.00	50.00	
	410-050-2222		SUPPLIES - FIELD SUPPLIE		50.00	
1641	ZIA GRAPHICS INC.	04/28/2026	Regular	0.00	425.75	136594
	Invoice	04/15/2026	Uniform shirts	0.00	221.00	
	401-008-2236		SUPPLIES - UNIFORMS		205.00	
	401-008-2236		SUPPLIES - UNIFORMS		16.00	
	Invoice	04/15/2026	Uniform shirts	0.00	204.75	
	401-008-2236		SUPPLIES - UNIFORMS		204.75	
419	AFLAC	04/29/2026	Regular	0.00	977.80	136595
	Invoice	04/29/2026	Regular payroll 4.9.26	0.00	977.80	
	401-000-9001		Payroll Liabilities		977.80	
5102	ALLEN, MICHAELA	04/29/2026	Regular	0.00	148.00	136596
	Invoice	04/23/2026	Embroidery of Deputy Uniform Shirts	0.00	148.00	
	401-050-2236		SUPPLIES - UNIFORMS		148.00	
4818	AMBITIONS TECHNOLOGY GROUP LLC	04/29/2026	Regular	0.00	9,001.78	136597

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
14077	Invoice	04/22/2026	March Contract Monthly Billing	0.00	9,001.78	
	401-096-2213	CONTRACT - IT SERVICES	Managed Work Stations		3,750.00	
	401-096-2213	CONTRACT - IT SERVICES	Exchange Online Plan 2		80.00	
	401-096-2213	CONTRACT - IT SERVICES	Virtual Managed servers		100.00	
	401-096-2213	CONTRACT - IT SERVICES	Datto Cloud Continuity Time bas		60.00	
	401-096-2213	CONTRACT - IT SERVICES	SaaS		756.60	
	401-096-2213	CONTRACT - IT SERVICES	Microsoft 365		2,376.00	
	401-096-2213	CONTRACT - IT SERVICES	Exchange Online Plan 1		184.00	
	401-096-2213	CONTRACT - IT SERVICES	Networking Devices		500.00	
	401-096-2213	CONTRACT - IT SERVICES	Tax		612.18	
	401-096-2213	CONTRACT - IT SERVICES	Managed Servers		350.00	
	401-096-2213	CONTRACT - IT SERVICES	Windows 10/11 E3		7.00	
	401-096-2213	CONTRACT - IT SERVICES	Microsoft Defender		112.00	
	401-096-2213	CONTRACT - IT SERVICES	Microsoft 365 E5		114.00	
4818	AMBITIONS TECHNOLOGY GROUP LLC	04/29/2026	Regular	0.00	9,005.66	136598
14018	Invoice	04/21/2026	February Contract Monthly Billing	0.00	9,005.66	
	401-096-2213	CONTRACT - IT SERVICES	SaaS		772.20	
	401-096-2213	CONTRACT - IT SERVICES	Networking Devices		500.00	
	401-096-2213	CONTRACT - IT SERVICES	Managed Servers		350.00	
	401-096-2213	CONTRACT - IT SERVICES	Managed Work Stations		3,750.00	
	401-096-2213	CONTRACT - IT SERVICES	Microsoft Defender		108.00	
	401-096-2213	CONTRACT - IT SERVICES	Exchange Online Plan 2		80.00	
	401-096-2213	CONTRACT - IT SERVICES	Microsoft 365		2,376.00	
	401-096-2213	CONTRACT - IT SERVICES	Exchange Online Plan 1		176.00	
	401-096-2213	CONTRACT - IT SERVICES	Virtual Managed servers		100.00	
	401-096-2213	CONTRACT - IT SERVICES	Windows 10/11 E3		7.00	
	401-096-2213	CONTRACT - IT SERVICES	Microsoft 365 E5		114.00	
	401-096-2213	CONTRACT - IT SERVICES	Datto Cloud Continuity Time bas		60.00	
	401-096-2213	CONTRACT - IT SERVICES	Tax		612.46	
1795	ARTESIA FIRE EQUIPMENT INC	04/29/2026	Regular	0.00	22,599.00	136599
87405	Invoice	04/22/2026	Safety Supplies D1	0.00	22,599.00	
	407-091-2248	SUPPLIES - SAFETY	Hurst eDraulic Combi Pack w ch		13,462.00	
	407-091-2248	SUPPLIES - SAFETY	Hurst edraulic Telescoping Ram		9,137.00	
859	BOUND TREE MEDICAL, LLC	04/29/2026	Regular	0.00	320.37	136600
86086895	Invoice	04/23/2026	EMS Supplies/Equipment/Medications FY	0.00	320.37	
	416-083-2230	SUPPLIES - MEDICAL	Curaplex Extension Set 8in		171.00	
	416-083-2230	SUPPLIES - MEDICAL	Cricothyrotomy Kit		149.37	
106	CENTRAL NM ELECTRIC COOP.	04/29/2026	Regular	0.00	400.63	136601
03.2026 109702	Invoice	04/21/2026	Q3 Estancia Sr Center Electric	0.00	400.63	
	401-036-2208	UTILITIES - ELECTRICITY	March		400.63	
106	CENTRAL NM ELECTRIC COOP.	04/29/2026	Regular	0.00	266.13	136602
3.2026 421201	Invoice	04/21/2026	Q3 Moriarty Sr Center Electric	0.00	266.13	
	401-037-2208	UTILITIES - ELECTRICITY	March		266.13	

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106	CENTRAL NM ELECTRIC COOP.	04/29/2026	Regular	0.00	363.51	136603
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
03.2026 536900	Invoice	04/21/2026	Q3 Fairgrounds Electric	0.00	363.51	
	Account Number		Account Name		Distribution Amount	
	401-053-2208		UTILITIES - ELECTRICITY		30.39	
	401-053-2208		UTILITIES - ELECTRICITY		36.75	
	401-053-2208		UTILITIES - ELECTRICITY		249.41	
	401-053-2208		UTILITIES - ELECTRICITY		23.48	
	401-053-2208		UTILITIES - ELECTRICITY		23.48	
106	CENTRAL NM ELECTRIC COOP.	04/29/2026	Regular	0.00	275.54	136604
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
03.2026 133806	Invoice	04/21/2026	Q3 Road Electric	0.00	275.54	
	Account Number		Account Name		Distribution Amount	
	402-060-2208		UTILITIES - ELECTRICITY		275.54	
106	CENTRAL NM ELECTRIC COOP.	04/29/2026	Regular	0.00	94.45	136605
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
03.2026 7079301	Invoice	04/21/2026	Q3 Dist 6 Fire Electric	0.00	94.45	
	Account Number		Account Name		Distribution Amount	
	418-091-2208		UTILITIES - ELECTRICITY		94.45	
106	CENTRAL NM ELECTRIC COOP.	04/29/2026	Regular	0.00	173.21	136606
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
03.2026 92801	Invoice	04/21/2026	Q3 Health Dept Electric	0.00	173.21	
	Account Number		Account Name		Distribution Amount	
	401-024-2208		UTILITIES - ELECTRICITY		173.21	
106	CENTRAL NM ELECTRIC COOP.	04/29/2026	Regular	0.00	2,515.12	136607
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
03.2026 179001	Invoice	04/21/2026	Q3 Judicial Electric	0.00	2,515.12	
	Account Number		Account Name		Distribution Amount	
	401-016-2208		UTILITIES - ELECTRICITY		2,515.12	
106	CENTRAL NM ELECTRIC COOP.	04/29/2026	Regular	0.00	194.80	136608
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
03.2026 55400	Invoice	04/21/2026	Dist 4 Fire Electric	0.00	194.80	
	Account Number		Account Name		Distribution Amount	
	409-091-2208		UTILITIES - ELECTRICITY		65.89	
	409-091-2208		UTILITIES - ELECTRICITY		128.91	
106	CENTRAL NM ELECTRIC COOP.	04/29/2026	Regular	0.00	80.26	136609
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
03.2026 758001	Invoice	04/21/2026	Q3 McIntosh Sr Center Electric	0.00	80.26	
	Account Number		Account Name		Distribution Amount	
	401-089-2208		UTILITIES - ELECTRICITY		80.26	
106	CENTRAL NM ELECTRIC COOP.	04/29/2026	Regular	0.00	83.73	136610
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
03.2026 36000	Invoice	04/21/2026	Q3 Dist 1 Fire Electric	0.00	83.73	
	Account Number		Account Name		Distribution Amount	
	407-091-2208		UTILITIES - ELECTRICITY		27.76	
	407-091-2208		UTILITIES - ELECTRICITY		21.75	
	407-091-2208		UTILITIES - ELECTRICITY		34.22	
106	CENTRAL NM ELECTRIC COOP.	04/29/2026	Regular	0.00	406.50	136611

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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		
03.2026 074400	Invoice	04/21/2026	Q3 Dist 3 Fire Electric	0.00	406.50	
	408-091-2208		UTILITIES - ELECTRICITY		26.58	
	408-091-2208		UTILITIES - ELECTRICITY		262.62	
	408-091-2208		UTILITIES - ELECTRICITY		117.30	
106	CENTRAL NM ELECTRIC COOP.	04/29/2026	Regular	0.00	383.01	136612
3.2026 117505	Invoice	04/21/2026	Q3 Emergency Mgr Electric	0.00	383.01	
	604-083-2208		UTILITIES - ELECTRICITY		383.01	
106	CENTRAL NM ELECTRIC COOP.	04/29/2026	Regular	0.00	365.84	136613
03.2026 707901	Invoice	04/21/2026	Q3 Mountainair Sr Center Electric	0.00	365.84	
	401-027-2208		UTILITIES - ELECTRICITY		365.84	
106	CENTRAL NM ELECTRIC COOP.	04/29/2026	Regular	0.00	310.74	136614
03.2026 270701	Invoice	04/21/2026	Q3 Sheriff Electric	0.00	310.74	
	401-050-2208		UTILITIES - ELECTRICITY		310.74	
106	CENTRAL NM ELECTRIC COOP.	04/29/2026	Regular	0.00	439.94	136615
03.2026 099100	Invoice	04/21/2026	Q3 Dist 2 Fire Electric	0.00	439.94	
	406-091-2208		UTILITIES - ELECTRICITY		117.63	
	406-091-2208		UTILITIES - ELECTRICITY		322.31	
106	CENTRAL NM ELECTRIC COOP.	04/29/2026	Regular	0.00	1,689.81	136616
03.2026 281300	Invoice	04/21/2026	Q3 Dispatch Electric	0.00	1,689.81	
	413-091-2208		UTILITIES - ELECTRICITY		438.02	
	911-080-2208		UTILITIES - ELECTRICITY		889.31	
	911-080-2208		UTILITIES - ELECTRICITY		60.30	
	911-080-2208		UTILITIES - ELECTRICITY		302.18	
106	CENTRAL NM ELECTRIC COOP.	04/29/2026	Regular	0.00	59.66	136617
3.2026 104503	Invoice	04/21/2026	Q3 Emergency Mgr Electric	0.00	59.66	
	604-083-2208		UTILITIES - ELECTRICITY		59.66	
106	CENTRAL NM ELECTRIC COOP.	04/29/2026	Regular	0.00	407.16	136618
03.2026 084401	Invoice	04/21/2026	Q3 Animal Services Electric	0.00	407.16	
	401-082-2208		UTILITIES - ELECTRICITY		407.16	
106	CENTRAL NM ELECTRIC COOP.	04/29/2026	Regular	0.00	42.81	136619
03.2026 529300	Invoice	04/21/2026	Q3 Clerk/Elections Electric	0.00	42.81	
	401-021-2208		UTILITIES - ELECTRICITY		42.81	
106	CENTRAL NM ELECTRIC COOP.	04/29/2026	Regular	0.00	848.74	136620

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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			
03.2026 103300	Invoice	04/21/2026	Q3 Dist 5 Fire Electric	0.00	848.74	
405-091-2208			UTILITIES - ELECTRICITY		57.73	
405-091-2208			UTILITIES - ELECTRICITY		433.32	
405-091-2208			UTILITIES - ELECTRICITY		357.69	
106	CENTRAL NM ELECTRIC COOP.	04/29/2026	Regular	0.00	2,154.99	136621
03.2026 273000	Invoice	04/21/2026	Q3 Admin Electric	0.00	2,154.99	
401-015-2208			UTILITIES - ELECTRICITY		6.90	
401-015-2208			UTILITIES - ELECTRICITY		2,148.09	
VEN01375	CHRIS L. ARCHULETA	04/29/2026	Regular	0.00	3,180.12	136622
04.2026 CLA	Invoice	04/22/2026	Q4 Superior Lease Agreement	0.00	3,180.12	
416-083-2204			RENT OF BUILDING/LAND		3,180.12	
4270	COLONIAL LIFE	04/29/2026	Regular	0.00	266.78	136623
4.9.26	Invoice	04/29/2026	Regular payroll 4.9.26	0.00	266.78	
401-000-9001			Payroll Liabilities		266.78	
3770	COOPERATIVE EDUCATIONAL SERVICES	04/29/2026	Regular	0.00	187,224.26	136624
025-536897	Invoice	04/29/2026	INCODE/EXECUTIME/EAGLE - ANNUAL SA	0.00	155,532.56	
401-096-2213			CONTRACT - IT SERVICES		5,265.00	
401-096-2213			CONTRACT - IT SERVICES		4,145.00	
401-096-2213			CONTRACT - IT SERVICES		27,963.00	
401-096-2213			CONTRACT - IT SERVICES		10,761.00	
401-096-2213			CONTRACT - IT SERVICES		3,619.00	
401-096-2213			CONTRACT - IT SERVICES		3,226.00	
401-096-2213			CONTRACT - IT SERVICES		1,929.00	
401-096-2213			CONTRACT - IT SERVICES		1,309.00	
401-096-2213			CONTRACT - IT SERVICES		70,393.00	
401-096-2213			CONTRACT - IT SERVICES		11,437.56	
401-096-2213			CONTRACT - IT SERVICES		1,734.00	
401-096-2213			CONTRACT - IT SERVICES		13,751.00	
CI100-00237137	Invoice	04/29/2026	HOSTING - 01.01.2026-12.31.2026	0.00	31,691.70	
401-096-2213			CONTRACT - IT SERVICES		29,361.15	
401-096-2213			CONTRACT - IT SERVICES		2,330.55	
VEN01187	Dearborn Life Insurance Company	04/29/2026	Regular	0.00	556.60	136625
4.9.26	Invoice	04/29/2026	Regular payroll 4.9.26	0.00	556.60	
401-000-9001			Payroll Liabilities		556.60	
4834	DELTA DENTAL OF NEW MEXICO INC	04/29/2026	Regular	0.00	3,444.85	136626
4.9.26	Invoice	04/29/2026	Payroll 4.9.26	0.00	3,444.85	
401-000-9001			Payroll Liabilities		3,444.85	
2554	EPCOR USA, INC.	04/29/2026	Regular	0.00	125.24	136627

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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			
03.2026.0739014	Invoice 406-091-2210	04/22/2026	Q3 Monthly Water Dist 2 UTILITIES - WATER	0.00	125.24	
2555	EWSWA	04/29/2026	Regular	0.00	180.37	136628
5546	Invoice 401-082-2210	04/21/2026	Animal disposals UTILITIES - WATER	0.00	180.37	
5019	GLOBE LIFE & ACCIDENT INSURANCE	04/29/2026	Regular	0.00	176.80	136629
4.9.26	Invoice 401-000-9001	04/29/2026	Regular payroll 4.9.26 Payroll Liabilities	0.00	176.80	
214	Hart's Trustworthy Hardware	04/29/2026	Regular	0.00	215.80	136630
A628282	Invoice 401-053-2215 401-053-2215 401-053-2215 401-053-2215 401-053-2215 401-053-2215	04/21/2026	Swamp Cooler Replacement Parts for the MAINTENANCE & REPAIR 9696 Comp Tee 1/4 -9145541 MAINTENANCE & REPAIR 9421 ST Needle Valve 1/4-2354 MAINTENANCE & REPAIR 9329 Comp Union 1/4 - 593429 MAINTENANCE & REPAIR 1075 Super Offset Pump 70-243 MAINTENANCE & REPAIR 9244 Nylon Drain Kit - 8801425 MAINTENANCE & REPAIR 4101 Float Valve 1/4 -7528003	0.00	215.80	
VEN01586	Kurt Knight	04/29/2026	Regular	0.00	3,185.55	136631
26-0412	Invoice 620-094-2272 620-094-2272	04/23/2026	PROFESSIONAL SERVICES AGREEMENT CONTRACTS- PROFESSIO GRT CONTRACTS- PROFESSIO TC PROFESSIONAL FINANCIAL SE	0.00	1,761.60	
26-0420	Invoice 620-094-2272 620-094-2272	04/23/2026	PROFESSIONAL SERVICES AGREEMENT CONTRACTS- PROFESSIO GRT CONTRACTS- PROFESSIO TC PROFESSIONAL FINANCIAL SE	0.00	1,423.95	
4339	LIBERTY NATIONAL LIFE INSURANCE	04/29/2026	Regular	0.00	1,565.23	136632
4.9.26	Invoice 401-000-9001	04/29/2026	Regular payroll 4.9.26 Payroll Liabilities	0.00	1,565.23	
4987	NEW YORK LIFE	04/29/2026	Regular	0.00	67.17	136633
4.9.26	Invoice 401-000-9001	04/29/2026	Regular payroll 4.9.26 Payroll Liabilities	0.00	67.17	
4464	NM APPARATUS LLC	04/29/2026	Regular	0.00	682.30	136634
2204	Invoice 413-091-2201 413-091-2201 413-091-2201	04/20/2026	SO Tahoe MAINTENANCE & REPAIR Sales Tax MAINTENANCE & REPAIR TCLR- Replace Batteries MAINTENANCE & REPAIR Parts- Batteries	0.00	682.30	
5096	NM IAAO	04/29/2026	Regular	0.00	30.00	136635

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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		
1.1.26	Invoice	04/20/2026	NM CHAPTER OF IAAO DUES	0.00	30.00	
	401-040-2269		SUBSCRIPTIONS AND DUE		10.00	
	401-040-2269		SUBSCRIPTIONS AND DUE		10.00	
	401-040-2269		SUBSCRIPTIONS AND DUE		10.00	
1096	NM RETIREE HEALTH-CARE AUTHORI	04/29/2026	Regular	0.00	7,901.16	136636
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4.9.2026	Invoice	04/29/2026	Regular payroll 4.9.26	0.00	7,901.16	
	401-000-9001		Payroll Liabilities		7,901.16	
2015	PLATEAU	04/29/2026	Regular	0.00	128.69	136637
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
04.2026 2211365	Invoice	04/22/2026	Q4 Duran FD Internet & Wireless	0.00	128.69	
	407-091-2207		TELECOMMUNICATIONS		128.69	
2021	PRE-PAID LEGAL SERVICES, INC	04/29/2026	Regular	0.00	87.96	136638
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4.9.26	Invoice	04/29/2026	Regular payroll 4.9.26	0.00	87.96	
	401-000-9001		Payroll Liabilities		87.96	
3859	PRUDENTIAL OVERALL SUPPLY	04/29/2026	Regular	0.00	1,906.40	136639
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450784942	Invoice	04/29/2026	MAINTENANCE PAPER SUPPLIES	0.00	1,906.40	
	401-015-2220		SUPPLIES - CLEANING		426.10	
	401-015-2229		SUPPLIES - PAPER		187.63	
	401-015-2229		SUPPLIES - PAPER		287.99	
	401-015-2229		SUPPLIES - PAPER		84.32	
	401-015-2229		SUPPLIES - PAPER		56.35	
	401-015-2229		SUPPLIES - PAPER		183.44	
	401-015-2229		SUPPLIES - PAPER		125.10	
	401-015-2229		SUPPLIES - PAPER		471.16	
	401-015-2229		SUPPLIES - PAPER		84.31	
3859	PRUDENTIAL OVERALL SUPPLY	04/29/2026	Regular	0.00	334.01	136640
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450792277	Invoice	04/22/2026	Uniform rental	0.00	334.01	
	402-060-2236		SUPPLIES - UNIFORMS		334.01	
5426	SENERGY PETROLEUM, LLC	04/29/2026	Regular	0.00	13,701.79	136641
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
415484461	Invoice	04/22/2026	Bulk Fuel	0.00	7,536.49	
	402-060-2202		SUPPLIES - VEHICLE FUEL		7,536.49	
415490135	Invoice	04/22/2026	Bulk Fuel	0.00	6,165.30	
	402-060-2202		SUPPLIES - VEHICLE FUEL		6,165.30	
3978	STAPLES BUSINESS ADVANTAGE	04/29/2026	Regular	0.00	1,717.22	136642

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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		
6061532013	Invoice	04/21/2026	Office Supplies	0.00	1,717.22	
	401-050-2219		SUPPLIES - GENERAL OFFI		146.64	
	401-050-2219		SUPPLIES - GENERAL OFFI		17.56	
	401-050-2219		SUPPLIES - GENERAL OFFI		18.70	
	401-050-2219		SUPPLIES - GENERAL OFFI		146.32	
	401-050-2219		SUPPLIES - GENERAL OFFI		1,388.00	
3978	STAPLES BUSINESS ADVANTAGE	04/29/2026	Regular	0.00	116.87	136643
6060600871	Invoice	04/20/2026	Pallet Jack & Wrap	0.00	116.87	
	604-083-2248		SUPPLIES - SAFETY		116.87	
VEN01554	STORMIE LOOPER	04/29/2026	Regular	0.00	40.00	136644
SL MARCH 26 ME	Invoice	04/29/2026	EVYFC YOUTH MEMBER STIPEND	0.00	40.00	
	635-068-2272		CONTRACT - PROFESSION		40.00	
1335	TORRANCE COUNTY	04/29/2026	Regular	0.00	165.83	136645
4.9.26	Invoice	04/29/2026	Regular payroll 4.9.26	0.00	165.83	
	401-000-9001		Payroll Liabilities		165.83	
1314	TRIADIC INC.	04/29/2026	Regular	0.00	41,052.78	136646
1425 AUG 31202	Invoice	04/22/2026	Triadic Contract Differences Q1	0.00	3,833.11	
	401-096-2213		CONTRACT - IT SERVICES		3,833.11	
1425 Dec 312026	Invoice	04/22/2026	Triadic Contract Charges	0.00	8,346.64	
	401-096-2213		CONTRACT - IT SERVICES		8,346.64	
1425 JAN 312026	Invoice	04/22/2026	Triadic Contract Charges	0.00	8,346.64	
	401-096-2213		CONTRACT - IT SERVICES		8,346.64	
1425 MAR 31202	Invoice	04/22/2026	Triadic Contract Charges	0.00	8,346.64	
	401-096-2213		CONTRACT - IT SERVICES		8,346.64	
1425 Nov 312026	Invoice	04/22/2026	Triadic Contract Charges	0.00	8,346.64	
	401-096-2213		CONTRACT - IT SERVICES		8,346.64	
1425 SEP 312026	Invoice	04/22/2026	Triadic Contract Differences Q1	0.00	3,833.11	
	401-096-2213		CONTRACT - IT SERVICES		3,833.11	
2074	U.S. POSTMASTER	04/29/2026	Regular	0.00	162.00	136647
#449	Invoice	04/20/2026	Post Office Box Service Fee	0.00	162.00	
	413-091-2269		SUBSCRIPTIONS & DUES		162.00	
1	WAGNER EQUIPMENT CO.	04/29/2026	Regular	0.00	2,797.12	136648
S10W0942726	Invoice	04/22/2026	Parts for CAT equipment Jan-April	0.00	2,797.12	
	402-060-2244		MAINTENANCE & REPAIR		2,797.12	
VEN01579	WEIGHTVEST.COM, INC	04/29/2026	Regular	0.00	1,575.65	136649

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
L432UKBW-0001	Invoice	04/23/2026	Weighted Vests	0.00	1,575.65	
	408-091-2248		SUPPLIES - SAFETY		855.80	
	408-091-2248		SUPPLIES - SAFETY		719.85	
5612	BLUE SKY UPFITTING, LLC	04/30/2026	Regular	0.00	2,285.04	136650
INV-0295	Invoice	04/24/2026	Plastic Seat for 2025 Ford Explorer	0.00	2,285.04	
	401-050-2201		MAINTENANCE & REPAIR		800.00	
	401-050-2201		MAINTENANCE & REPAIR		-361.20	
	401-050-2201		MAINTENANCE & REPAIR		156.00	
	401-050-2201		MAINTENANCE & REPAIR		615.24	
	401-050-2201		MAINTENANCE & REPAIR		850.00	
	401-050-2201		MAINTENANCE & REPAIR		225.00	
3929	HENRY SCHEIN, INC.	04/30/2026	Regular	0.00	168.40	136651
55581443	Invoice	04/23/2026	FY26 Open PO for EMS Supplies/Equipme	0.00	168.40	
	416-083-2230		SUPPLIES - MEDICAL		74.04	
	416-083-2230		SUPPLIES - MEDICAL		94.36	
VEN01550	JARRAH MEDINA	04/30/2026	Regular	0.00	3,700.00	136652
APRIL 2026	Invoice	04/30/2026	OPEN PO DV SERVICES FY26	0.00	3,700.00	
	690-009-2271		CONTRACT - OTHER SERV		3,700.00	
2291	LOBO INTERNET SERVICES LTD	04/30/2026	Regular	0.00	275.00	136653
N10715-85	Invoice	04/28/2026	Q4 Admin Lobo Internet	0.00	155.00	
	401-096-2207		TELECOMMUNICATIONS		155.00	
N12084-76	Invoice	04/28/2026	Q4 Animal Services Lobo Internet	0.00	45.00	
	401-096-2207		TELECOMMUNICATIONS		45.00	
N15113-19	Invoice	04/28/2026	Q4 Moriarty EMS Lobo Internet	0.00	75.00	
	416-083-2207		TELECOMMUNICATIONS/I		75.00	
VEN01551	NMDOG, INC	04/30/2026	Regular	0.00	4,500.00	136654
4Y124240HR545	Invoice	04/27/2026	Dog Kennels	0.00	4,500.00	
	803-059-2643		25-J3189 ANIMAL SHELTE		4,500.00	
5020	PUBLIC SAFETY PSYCHOLOGY GROUP, LLC	04/30/2026	Regular	0.00	403.59	136655
28619	Invoice	04/24/2026	Psych Screening for New Hires	0.00	403.59	
	401-050-2272		CONTRACT - PROFESSION		403.59	
215	RICH FORD SALES	04/30/2026	Regular	0.00	29,257.53	136656
26-01087	Invoice	01/27/2026	PURCHASE OF A 2026 FORD MAVERICK	0.00	29,257.53	
	610-040-2618		CAPITAL OUTLAY - VEHICL		29,219.77	
	610-040-2618		CAPITAL OUTLAY - VEHICL		37.76	
5426	SENERGY PETROLEUM, LLC	04/30/2026	Regular	0.00	8,738.11	136657

Check Report

Date Range: 04/16/2026 - 05/05/2026

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		
621174862	Invoice 402-060-2202	04/27/2026	Bulk Fuel SUPPLIES - VEHICLE FUEL	0.00	8,738.11	
3915	STERICYCLE, INC.	04/30/2026	Regular	0.00	53.15	136658
8013858445	Invoice 416-083-2230	04/28/2026	Biohazard Waste Services April-June 2026 SUPPLIES - MEDICAL	0.00	53.15	
4312	Universal Waste Systems Inc	04/30/2026	Regular	0.00	1,237.78	136659
0004630314	Invoice 408-091-2210	04/23/2026	Dist 3 Sub and Dist 4 Waste Disposal UTILITIES - WATER	0.00	104.48	
0004630315	Invoice 409-091-2210	04/23/2026	Dist 3 Sub and Dist 4 Waste Disposal UTILITIES - WATER	0.00	26.28	
0004630317	Invoice 405-091-2210	04/23/2026	Q4 Dist 5 Waste disposal UTILITIES - WATER	0.00	309.89	
0004630318	Invoice 402-060-2210	04/23/2026	Q4 Road Waste Disposal UTILITIES - WATER	0.00	80.73	
0004630320	Invoice 408-091-2210	04/23/2026	Q4 Dist 3 Waste Disposal UTILITIES - WATER	0.00	290.98	
0004630321	Invoice 406-091-2210	04/23/2026	Q4 Dist 2 Waste Disposal UTILITIES - WATER	0.00	101.08	
004630316	Invoice 401-082-2210	04/28/2026	Q4 Animal Services Waste Disposal UTILITIES - WATER	0.00	80.73	
004630319	Invoice 911-080-2210	04/28/2026	Q4 Dispatch Waste Removal UTILITIES - WATER	0.00	243.61	
2628	MEAD, DANETTE	05/04/2026	Regular	0.00	740.00	136660
SALT LAKE CITY U	Invoice 401-082-2205	05/04/2026	TRAVEL TO SALT LAKE CITY UT BEST FRIEN TRAVEL - EMPLOYEES	0.00	740.00	
VEN01491	TANISHA STARR	05/04/2026	Regular	0.00	740.00	136661
SALT LAKE CITY U	Invoice 401-082-2205	05/04/2026	TRAVEL TO SALT LAKE CITY UT BEST FRIEN TRAVEL - EMPLOYEES	0.00	740.00	
5605	TRANSWORLD NETWORK CORP.	05/05/2026	Regular	0.00	171.80	136662
16341448-0623	Invoice 418-091-2207	05/05/2026	INTERNET SERVICE FOR 702 DUNLAVY TELECOMMUNICATIONS	0.00	85.90	
16362887-0450	Invoice 418-091-2207	05/05/2026	INTERNET SERVICE FOR 702 DUNLAVY TELECOMMUNICATIONS	0.00	85.90	
1314	TRIADIC INC.	05/05/2026	Regular	0.00	21,216.99	136663
1425 APR302026	Invoice 401-096-2213 401-096-2213	05/05/2026	Triadic Contract Charges CONTRACT - IT SERVICES CONTRACT - IT SERVICES	0.00	9,037.24	
1425 FEB 312026	Invoice	04/22/2026	Triadic Contract Charges	0.00	8,346.64	

Check Report

Date Range: 04/16/2026 - 05/05/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	401-096-2213		CONTRACT - IT SERVICES		8,346.64	
1425 OCT 312026	Invoice	04/22/2026	Triadic Contract Differences Q1	0.00	3,833.11	
	401-096-2213		CONTRACT - IT SERVICES		3,833.11	
VEN01598	The Payroll Company Inc	04/23/2026	Bank Draft	0.00	230,105.33	DFT0001553
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
13421929	Invoice	04/28/2026	DIRECT DEPOSITS 4.23.26	0.00	230,105.33	
	401-000-9001		Payroll Liabilities		230,105.33	
5380	VOYA HOLDINGS, INC.	04/23/2026	Bank Draft	0.00	3,015.90	DFT0001558
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
4.23.26	Invoice	04/29/2026	Regular payroll	0.00	3,015.90	
	401-000-9001		Payroll Liabilities		3,015.90	
VEN01598	The Payroll Company Inc	04/23/2026	Bank Draft	0.00	69,011.86	DFT0001559
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
13422124	Invoice	04/28/2026	REGULAR PERA 4.23.26	0.00	69,011.86	
	401-000-9001		Payroll Liabilities		69,011.86	
VEN01598	The Payroll Company Inc	04/23/2026	Bank Draft	0.00	443.54	DFT0001560
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
4477848	Invoice	04/28/2026	REG PAYROLL CHILD SUPPORT 4.3.26	0.00	443.54	
	401-000-9001		Payroll Liabilities		443.54	

Bank Code Main Checking Summary

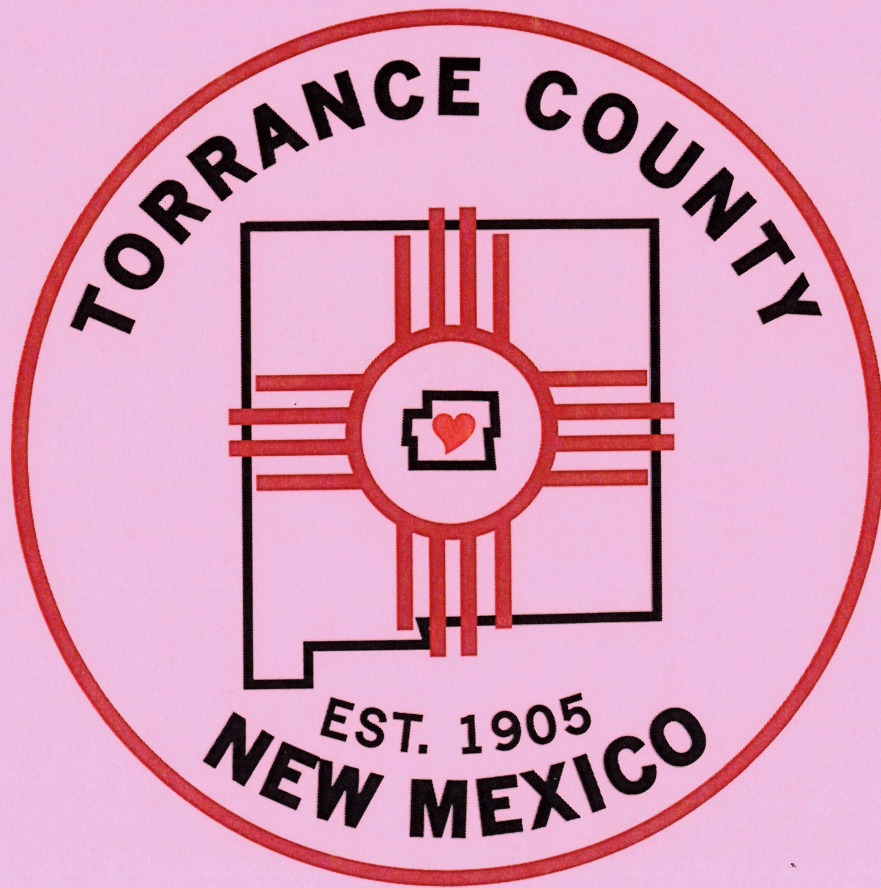
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	182	146	0.00	1,291,504.07
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	4	4	0.00	302,576.63
EFT's	23	11	0.00	136,026.05
	209	161	0.00	1,730,106.75

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	182	146	0.00	1,291,504.07
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	4	4	0.00	302,576.63
EFT's	23	11	0.00	136,026.05
	209	161	0.00	1,730,106.75

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	4/2026	1,707,237.96
999	Pooled Cash	5/2026	22,868.79
			1,730,106.75



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 7 A



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 7 B

TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. 2026-

TORRANCE COUNTY FLOOD PLAIN ORDINANCE AMENDMENTS

WHEREAS, the current version of the Torrance County Flood Plain Ordinance was adopted June 27, 2007; and,

WHEREAS, substantially identical to the original version passed in 2007, in the interest of enhancing public safety standards; and,

WHEREAS, substantially identical to the original version passed on 2007, it did not adequately address National Flood Insurance Program standards; and,

WHEREAS, substantially identical to the original version passed on 2007, clarification of Definitions was needed; and,

WHEREAS, substantially identical to the original version passed on 2007, it did not adequately address Base Flood Depth versus Base Flood Elevation; and,

WHEREAS, the 2007 version of the Torrance County Flood Plain Ordinance did not include post-Elevation Certificate requirements.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY, NEW MEXICO that the Torrance County Flood Plain Ordinance adopted June 27, 2007 is hereby amended to read:

Torrance County Flood Plain Ordinance

Ordinance #2007-1

**Adopted by the Board of County Commissioners
of Torrance County on
June 27, 2007**

[Including revisions to: May 13, 2026]

**FLOOD DAMAGE
PREVENTION ORDINANCE
ARTICLE I**

**STATUTORY AUTHORIZATION, FINDINGS OF FACT,
PURPOSE AND METHODS**

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of New Mexico has in NMSA Section 3-18-7 delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the Commission of Torrance County, New Mexico, does ordain as follows:

SECTION B. FINDINGS OF FACT

(1) The flood hazard areas of Torrance County are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

(2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;

SECTION D. METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance uses the following methods:

- (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities, which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;

(4) Control filling, grading, dredging and other development, which may increase flood damage;

(5) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

ARTICLE 2

DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

ALLUVIAL FAN FLOODING - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

APPURTENANT STRUCTURE - means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure

AREA OF FUTURE CONDITIONS FLOOD HAZARD - means the land area that would be inundated by the I-percent-annual chance (100 year) flood based on future conditions hydrology.

AREA OF SHALLOW FLOODING - means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD - is the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate-making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

BASE FLOOD - means the flood having a 1 percent chance of being equaled or exceeded in any given year.

BASEMENT - means any area of the building having its floor subgrade (below ground level) on all sides.

BASE FLOOD DEPTH (BFD) – means areas subject to inundation by the 1% annual chance (100-year) flood event generally determined using approximate methodologies where detailed hydraulic analyses have not been performed. [REV: Ord. No. 2007-1, 6/27/07]

BASE FLOOD ELEVATION (BFE) – means the elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year. The BFE is shown on the Flood Insurance Rate Map (FIRM) for zones AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1– A30, AR/AH, AR/AO, V1–V30 and VE. [REV: Ord. No. 2007-1, 6/27/07]

BREAKAWAY WALL - means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

CRITICAL FEATURE - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT - means any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

ELEVATED BUILDING- means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

EXISTING CONSTRUCTION - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

FLOOD OR FLOODING - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters.
- (2) the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD ELEVATION STUDY- means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/ or flood-related erosion hazards.

FLOOD HAZARD BOUNDARY MAP (FHBM) - means an official map of a community, issued by the Administrator, where the boundaries of the flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as Zones A, M, and/or E.

FLOOD INSURANCE RATE MAP (FIRM) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) - see *Flood Elevation Study*

FLOODPLAIN OR FLOOD-PRONE AREA - means any land area susceptible to being inundated by water from any source (see definition of flooding).

FLOODPLAIN MANAGEMENT - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS - means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

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FLOOD PROTECTION SYSTEM - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOOD PROOFING - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOOD VENTING - A flood opening or flood vent (also styled floodvent) is an orifice in an enclosed structure intended to allow the free passage of water between the interior and exterior. [REV: Ord. No. 2007-1, 6/27/07]

FLOODWAY - see *Regulatory Floodway*

FUNCTIONALLY DEPENDENT USE - means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

(4) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION – means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

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EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

(a) By an approved state program as determined by the Secretary of the Interior or;

(b) Directly by the Secretary of the Interior in states without approved programs.

LEVEE - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; **provided** that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

MANUFACTURED HOME - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL - means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

RECREATIONAL VEHICLE - means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Communities must regulate development in these floodways to ensure that there are no increases in upstream flood elevations. [REV: Ord. No. 2007-1, 6/27/07]

RIVERINE - means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

SPECIAL FLOOD HAZARD AREA - see *Area of Special Flood Hazard*

START OF CONSTRUCTION - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE- means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures, which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

VARIANCE - means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

VIOLATION - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION - means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

ARTICLE 3

GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES

The ordinance shall apply to all areas of special flood hazard with the jurisdiction of Torrance County.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map (FHBM) dated October 1, 2007. [REV: Ord. No. 2007-1, 6/27/07]

SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this ordinance.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

(1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OR LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

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ARTICLE 4

ADMINISTRATION

SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Certified Flood Plain Manager is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.

SECTION B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

(1) Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.

(2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, manufactured home parks or subdivisions, will be reasonably safe from flooding.

[REV: Ord. No. 2007-1, 6/27/07]

(3) Review, approve or deny all applications for development permits required by adoption of this ordinance.

(4) Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

(5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

(6) Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is State of New Mexico Office of Emergency Management, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

(7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

(8) When base flood elevation data has not been provided in accordance with Article 3, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Article 5.

(a) In A Zones, in the absence of FEMA BFE data and floodway data, FHBM maps will be utilized as a basis for elevating residential structures to or above the base flood depth level, and for flood proofing or elevating non-residential to or above the base flood depth.

[REV: Ord. No. 2007-1, 6/27/07]

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SECTION C. PERMIT PROCEDURES

(1) Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

(a) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

(b) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

(c) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Article 5, Section B (2);

(d) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.

(e) Maintain a record of all such information in accordance with Article 4, Section (B) (1).

(2) Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

(a) The danger to life and property due to flooding or erosion damage;

- (b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (c) The danger that materials may be swept onto other lands to the injury of others;
 - (d) The compatibility of the proposed use with existing and anticipated development;
 - (e) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (f) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
 - (g) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
 - (h) The necessity to the facility of a waterfront location, where applicable;
 - (i) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.
- (3) Elevation Certificate: a pre-construction elevation Certificate showing Lowest Adjacent Grade (LAG) and Highest Adjacent Grade (HAG) of the proposed site will be provided prior to issuance of a Development permit.
[REV: Ord. No. 2007-1, 6/27/07]
- (4) A post elevation certificate will be provided to Planning & Zoning showing finished floor elevation. Failure to do so may result in a fine of \$300.00 and/or 90 days in jail.
[REV: Ord. No. 2007-1, 6/27/07]

SECTION D. VARIANCE PROCEDURES

(1) The Planning & Zoning Board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this ordinance.

(2) The Planning & Zoning Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

(3) Any person or persons aggrieved by the decision of the Planning & Zoning Board may appeal such decision in the courts of competent jurisdiction.

(4) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.

(6) Upon consideration of the factors noted above and the intent of this ordinance, the Planning & Zoning Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance (Article 1, Section C).

(7) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

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(8) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(9) Prerequisites for granting variances:

(a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(b) Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(c) Any application to which a variance is granted shall be give written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(10) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in Article 4, Section D (1)-(9) are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

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ARTICLE 5

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

(1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

(3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

(4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,

(7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

SECTION B. SPECIFIC STANDARDS

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Article 3, Section B, (ii) Article 4, Section B (8), or (iii) Article 5, Section C (3), the following provisions are required:

(1) **Residential Construction** - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to or above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Article 4, Section C (1) a., is satisfied.

(2) **Nonresidential Construction** - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

(3) **Enclosures** - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(a) A minimum of two openings on separate walls having a total net area of not less than 1 square inch for every square foot of enclosed area subject to flooding shall be provided.

(b) The bottom of all openings shall be no higher than 1 foot above grade.

(c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

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ARTICLE 6

EFFECTIVE DATE

This Ordinance shall become effective on the 13th day of May, 2026, following publication of title and general summary. Amendments to this Ordinance are effective when adopted by the County Commission according to the laws governing County ordinances.

ORIGINALLY PASSED APPROVED AND SIGNED the 27th day of June, 2007, by the Board of County Commissioners of Torrance County, New Mexico.

APPROVED AS TO FORM ONLY:

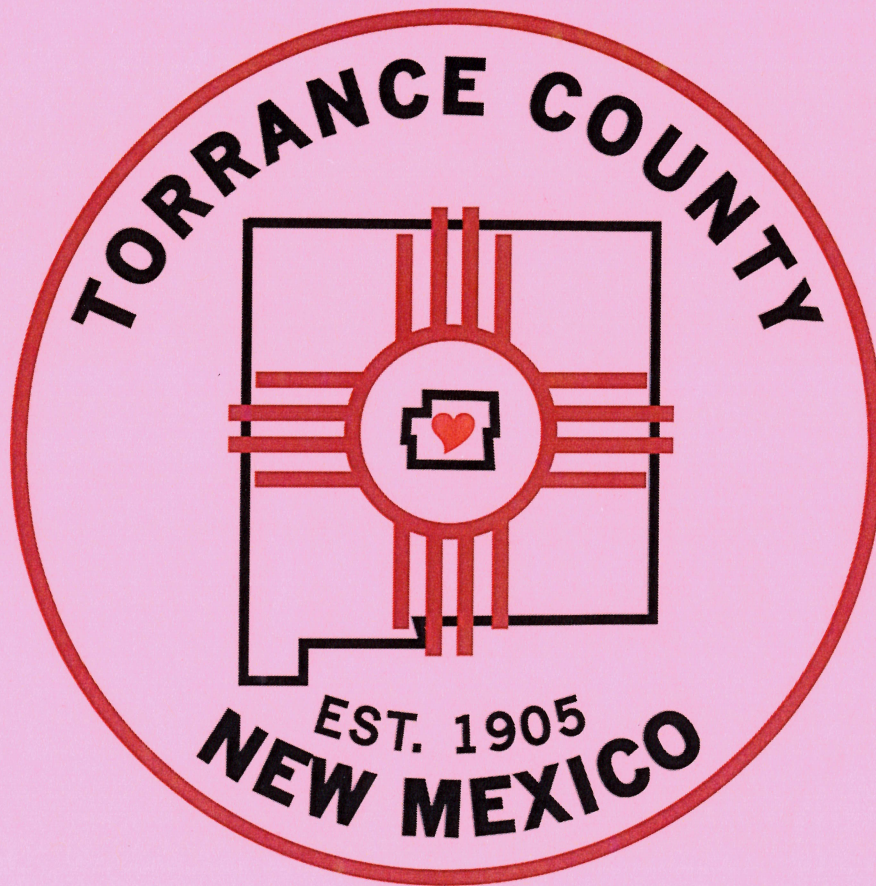
BOARD OF COUNTY COMMISSIONERS:

Michael Garcia, County Attorney

Ryan Schwebach, Chair

Linda Jaramillo, Vice Chair

Kevin McCall, Member



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 8 A

TORRANCE COUNTY, NEW MEXICO

RESOLUTION NO. _____

A RESOLUTION DECLARING THE INTENT OF TORRANCE COUNTY, NEW MEXICO (THE "COUNTY") TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS, IN ONE OR MORE SERIES, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,221,075,000 (THE "BONDS") IN CONNECTION WITH AN INDUSTRIAL REVENUE BOND PROJECT FOR THE GENERATION OF WIND ENERGY TO BE LOCATED WITHIN THE BOUNDARIES OF THE COUNTY, BUT OUTSIDE THE BOUNDARIES OF ANY INCORPORATED MUNICIPALITY, IN ORDER TO INDUCE PALOMAS POWER LLC, A DELAWARE LIMITED LIABILITY COMPANY, OR ANY AFFILIATED ENTITY THEREOF AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS AND/OR THEIR AFFILIATES (COLLECTIVELY, THE "COMPANY"), TO DEVELOP THE PROJECT SITE AND ACQUIRE, CONSTRUCT, EQUIP AND INSTALL THE PROJECT BEING DEVELOPED BY THE COMPANY IN ONE OR MORE PHASES; AND DIRECTING THE COUNTY CLERK TO PUBLISH NOTICE OF INTENT TO CONSIDER AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE BONDS IN A NEWSPAPER OF GENERAL CIRCULATION WITHIN THE COUNTY.

WHEREAS, the New Mexico legislature has enacted the County Industrial Revenue Bond Act, NMSA 1978, Sections 4-59-1 to -16 (1975, as amended through 2024) (the "Act"), which authorizes Torrance County, New Mexico (the "County") to issue industrial revenue bonds and to acquire "projects" as defined in the Act; and

WHEREAS, the County, acting through its Board of County Commissioners, desires to promote industry and trade by inducing manufacturing, industrial and commercial enterprises to locate or expand in the County, to promote the use of the natural resources of the County, and to promote a sound and proper balance in the County and the State of New Mexico (the "State") between agriculture, commerce and industry, and to promote the public health, safety, security, general welfare, convenience and the prosperity of the inhabitants of the County; and

WHEREAS, the Company submitted a proposal to the County (the "Proposal") whereby the County will acquire from the Company land and equipment located in the County, which will constitute an industrial revenue project to be developed by the Company in one or more phases (the "Project"); and

WHEREAS, the County will acquire the Project, through acquisition of leasehold interests, easements, rights-of-way, fee title, and other property rights and interests in land, title, including fee title, to facilities and capital equipment and other tangible personal property to be located in the County, but outside the boundaries of any incorporated municipality; and

WHEREAS, the Project will constitute a “project” as defined under the Act and the Project is proposed to have the collective nameplate installed generation capacity of approximately 225 megawatts (subject to increase or reduction, provided, however, that the principal amount of the Bonds shall not exceed \$1,221,075,000); and

WHEREAS, the issuance of taxable industrial revenue bonds in one or more series for the Project (collectively, the “Bonds”) by the County is necessary to finance all or a part of the Project, and tax incentives associated therewith, are inducements whereby the Company will determine to acquire, construct, equip and install the Project; and

WHEREAS, the Board of County Commissioners of the County (the “Governing Body”) constitutes the governing body of the County within the meaning of the Act; and

WHEREAS, the Project has been considered by the Governing Body and the Governing Body has determined that the Project will promote the health, safety, security and general welfare of the citizens of the County, and the Governing Body desires to indicate its intent to proceed with the issuance of the Bonds for the financing of the Project; and

WHEREAS, concurrently with the issuance of the Bonds, the Company will enter into a lease agreement with the County providing for the payment by the Company of lease rentals on the Project sufficient to pay the debt service on the Bonds, subject to the prior adoption by the Governing Body of an ordinance approving such an agreement and other related documents and authorizing issuance of the Bonds (the “Bond Ordinance”); and

WHEREAS, the County and the Company understand that the adoption of this resolution (the “Resolution”) shall not obligate the Governing Body or the County to adopt the Bond Ordinance for the Project, to issue the Bonds or obligate the Company to proceed with the Project, except pursuant to the terms of the Bond Ordinance and related bond documents in forms satisfactory to the County as presented by the Company prior to the issuance of the Bonds; and

WHEREAS, NMSA 1978, Section 4-37-7 (1981) requires that publication of the title and a general summary of the subject matter of any proposed ordinance be made in a newspaper of general circulation within the County at least two weeks prior to the meeting of the Governing Body at which the ordinance is proposed for final passage.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, THE GOVERNING BODY OF TORRANCE COUNTY, NEW MEXICO:

Section 1. All actions not inconsistent with the provisions hereof heretofore taken by the Governing Body and the officers, employees and designated representatives and agents of the County related to the Proposal, the acquisition, construction, equipping and installation of the Project, and the sale and issuance of the Bonds therefor, in one or more series, are hereby ratified, approved and confirmed.

Section 2. The Governing Body has been informed by or on behalf of the Company that:

A. The Project will be located in the County, at the general location illustrated in green within the boundaries of the County on the site map attached as Exhibit A hereto, although the boundaries of the Project have not yet been definitively determined and therefore are subject to revision. The Project will consist of leased land, easements, rights-of-way and other property rights and all necessary and useful facilities and capital equipment and other tangible personal property for a wind farm, including but not limited to, all supporting towers, turbines, blades, nacelles, rotors, supporting structures and improvements, electrical lines and related assets for use in the generation and transportation of electricity.

B. The Project will consist of a wind energy project and is proposed to have the nameplate installed generating capacity of approximately 225 MW (subject to increase or reduction, provided, however, that the principal amount of the Bonds shall not exceed \$1,221,075,000), with the Project to be constructed by the Company or an affiliate thereof.

C. The proposed Project site is located in the unincorporated areas of the County outside the boundaries of any incorporated municipality.

D. The maximum aggregate face amount of the Bonds to be issued with respect to the Project is \$1,221,075,000.

E. The developer of the Project will be the Company (or one or more affiliates of the Company that enter into agreements with the Company for the development of the Project).

F. The operator of the Project will be the Company (or one or more successors, assigns, or affiliates of the Company who will enter into agreements with the Company for the operation of the Project).

G. The Company or its affiliates will make all necessary arrangements with proposed bond purchasers for purchase of the Bonds, and the County shall have no responsibility to make such arrangements.

H. The Company has agreed to pay or reimburse the County for the reasonable costs of contract county attorney, independent bond counsel, financial advisors of the County engaged in connection with issuance of the Bonds, and all other expenses of the County directly related to processing the application for issuance of the Bonds, adoption of this Resolution, consideration and adoption of the Bond Ordinance and issuance of the Bonds. The Company has agreed to such payment or reimbursement of such processing fees and expenses irrespective of whether the Bonds are issued.

I. The Company has proposed to make payments in lieu of taxes based on the nameplate installed generating capacity of the Project, to be allocated between the County, the Corona Municipal School District, the Estancia Municipal School District, the Moriarty Municipal School District, the Mountainair Public School District, and the Vaughn Municipal School District (together, the "Districts"), as set forth in the Bond Ordinance or in the transaction documents approved by the Bond Ordinance, not later than the date on which the Project Property (referred to below) is acquired by the County.

Section 3. In order to promote the health, safety, security, general welfare, convenience and prosperity of the inhabitants of the County, it is the Governing Body's intent, subject to the conditions provided in Section 8 below, to take all necessary and advisable steps to consider and, if appropriate, to effect the issuance of the Bonds in one or more series in an aggregate principal not to exceed \$1,221,075,000, in order to defray part or all of the costs of the Project. The Bonds are to be entitled substantially as follows "Torrance County, New Mexico Taxable Industrial Revenue Bonds (Palomas Power LLC Project), Series 2026," provided, however, that in the Bond Ordinance the County may designate a different Bond title, including

but not limited to a designation of one or more series. This expression of the Governing Body's intent is conditioned upon the issuance of the Bonds on or before three (3) years from the date of the adoption of this Resolution.

Section 4. The Bonds shall be payable solely from the revenues derived from the lease of the property and property rights acquired with the proceeds of the Bonds with respect to the Project (the "Project Property") or other moneys payable by the Company with respect thereto, and shall not constitute a debt or indebtedness of the County within the meaning of any provision or limitation of the Constitution or statutes of the State. In addition, if the Bonds are issued, the Company shall indemnify and hold harmless the County, the Governing Body and their respective officials, employees, designated representatives and agents (collectively, the "Indemnified Persons") from and against any liability to the Company or to any third parties that may be asserted against the County, the Governing Body or other Indemnified Persons with respect to the County's legal ownership of or leasehold interest in the Project and the Project Property or the County's issuance of the Bonds, except to the extent NMSA 1978, Sections 56-7-1 (2005) and 56-7-2 (2003) apply, and except claims for any loss or damage arising out of or resulting from the gross negligence or willful misconduct of the County, the Governing Body or other Indemnified Persons. Nothing contained in this Resolution or in any other instrument shall be considered as obligating the County to any pecuniary liability or a charge upon the general credit of the County or against its taxing power, it being understood by the County that no costs are to be borne by the County and that all costs incurred by the County directly related to the adoption of this Resolution, negotiations with the Company and the issuance of the Bonds are to be promptly reimbursed by the Company, as applicable. The County's adoption of this Resolution shall not be deemed a conclusion or expression of approval by the County or any Indemnified Person of the Company or the Project.

Section 5. The County understands that the Company does not intend that interest on the Bonds be excludable from gross income of the holders of the Bonds under the Internal Revenue Code of 1986, as amended. The County further understands and requires that the Bonds will not be sold to investors other than to affiliated entities of the Company or affiliates of affiliated entities of the Company or the parent of the Company and their respective successors and assigns, i.e., the Project will be internally or "self-funded", and that the related bond documents to be approved at the time of adoption of the Bond Ordinance will require purchase of

the Bonds by affiliated entities of the Company or affiliates of affiliated entities of the Company or the parent of the Company and their respective successors and assigns.

Section 6. The Company will act as agent for the County with respect to the Project and in the acquisition of the Project Property. The County authorizes the Company to act as its agent for the purchase of wind generation equipment used to generate electricity from wind energy and related equipment as defined in NMSA 1978, Section 7-9-54.3 (2024) with respect to the Project. The Company, as agent for the County and consistent with Taxation and Revenue Department Regulation 3.2.212.22 NMAC (the “Regulation”), will acquire, construct, equip and install the Project. The Company will, consistent with State law and as agents for the County, apply to the Taxation and Revenue Department for Type 9 Nontaxable Transaction Certificates (“Certificates”). The Company will deliver the Certificates to each person selling capital equipment and other tangible personal property to the Company for the Project as applicable under the New Mexico Gross Receipts and Compensating Tax Act and the Regulation. As required by the Regulation, by adoption of this Resolution, the County authorizes the Company or its affiliate to act as agent for the County in acquiring, constructing, equipping and installing the Project, and to act as agent for the County with respect to the purchase of capital equipment and other tangible personal property for the Project. The Company shall not use the Certificates other than for the purchase of capital equipment and other tangible personal property, nor shall the Company use such Certificates after the completion of the Project. Prior to the use of such Certificates by the Company as agent for the County, the County Manager and the Company may agree to certain procedures regarding the use of the Certificates and protection of the County from any unfunded tax liability. This Resolution is intended to be an “inducement resolution” as that term is used in, and for the purposes of, the Regulation. The Company will indemnify the County for any taxes or penalties that may be levied or assessed against the County pertaining to use of the Certificates.

Section 7. It is the intention of the Governing Body that the Bonds will be issued with a term not to exceed thirty (30) years. The County intends to enter into an agreement for lease of the Project with the Company or affiliate that owns the Project providing that all *ad valorem* (property) taxes will be abated during the term of the Bonds, subject to payment by such Company or affiliate of annual payments in lieu of *ad valorem* (property) taxes. The County intends that the amount of annual payments in lieu of *ad valorem* (property) taxes to be paid to

the County and the Districts shall be determined not later than the date on which the Project Property is acquired by the County, and such agreement shall be included in the Bond Ordinance or in the transaction documents approved by the Bond Ordinance.

Section 8. The members of the Governing Body, the County Manager, the County Clerk or Deputy County Clerk and other appropriate County officials and employees, and advisors such as Bond Counsel to the County and the County's Financial Advisor (as directed by the County's officials), are hereby authorized and empowered to take such steps and to do such things as may be necessary to achieve the purposes of this Resolution; provided, however, the issuance of a series of Bonds and the execution and delivery of any documents to which the County is a party in connection therewith shall be subject to the approval and authorization by the Governing Body pursuant to the Bond Ordinance, adopted following public notice of the Governing Body's intent to adopt such Bond Ordinance at least fourteen days prior to the consideration of the Bond Ordinance by the Governing Body at a public meeting, such public notice to contain the title and a general summary of the subject matter of the Bond Ordinance and the meeting agenda to be made available to the public at least 72 hours in advance of such meeting, all in accordance with Resolution No. 2026-02 or any successor resolutions pertaining to notice of public meetings of the County. In connection with this Resolution, the Company has expressed its understanding that a failure or refusal of the Governing Body, however arising, to adopt the Bond Ordinance for the Project will have the effect of voiding any Certificates issued to the Company following adoption of this Resolution for capital equipment and other tangible personal property purchases and making such purchases subject to whatever tax would be due if such Certificates had not been issued.

Section 9. This Resolution shall not in any way obligate the County or any other person to issue the Bonds, obligate the County to issue any other bonds or in any other way to finance the Project; and the County retains full and complete discretion with respect thereto.

Section 10. The Bond Ordinance shall be adopted following reasonable public notice of the Governing Body's intent to adopt such Bond Ordinance at least fourteen (14) days prior to the consideration of the Bond Ordinance by the Governing Body at a public meeting, such public notice to specify the time, date and place of the Governing Body's public hearing on the Bond Ordinance and the meeting at which the Bond Ordinance will be considered, upon consultation with the Company. The County Clerk is hereby directed, in accordance with NMSA 1978,

Section 4-37-7 (1981), to publish in the *Albuquerque Journal*, a newspaper of general circulation within the County, the title and general summary of the Bond Ordinance at least two weeks prior to the meeting at which the Governing Body will consider the Bond Ordinance. The County Clerk may undertake such publication upon her own initiative, following consultation with the County Manager and receipt by the County of a draft of the Bond Ordinance and any necessary documents related thereto. The publication described in this Section 10 shall be substantially in the form attached hereto as Exhibit B, with such changes as are not inconsistent herewith and approved by the County Manager. The County Manager is hereby authorized to place the consideration of the adoption of the Bond Ordinance on the agenda for the meeting of the Governing Body at which the Bond Ordinance will be considered in accordance with County procedures and to make such agenda available to the public at least 72 hours in advance of such meeting, in accordance with Resolution No. 2026-02, or any successor resolution(s) pertaining to notice of public meeting of the County.

Section 11. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 12. All orders and resolutions, or parts thereof, in conflict with this Resolution are hereby repealed; provided, however, this repealer shall not be construed to revive any order, resolution or part thereof, heretofore repealed.

Section 13. The adoption of this Resolution shall not require any further action by the Governing Body on behalf of the County regarding the issuance of the Bonds or the terms and conditions of their issuance, such action, including adoption of the Bond Ordinance, being at the full and complete discretion of the Governing Body on behalf of the County.

Section 14. This Resolution shall take effect immediately upon its adoption and approval by the Governing Body.

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PASSED, ADOPTED, SIGNED AND APPROVED this 13th day of May, 2026.

BOARD OF COUNTY COMMISSIONERS,
TORRANCE COUNTY, NEW MEXICO

Ryan Schwebach, Chair

Kevin McCall, Vice Chair

Linda Jaramillo, Member

ATTEST:

Sylvia Chavez
Torrance County Clerk

(S E A L)

Approved as to Form and Sufficiency:

Michael Garcia, Esq.
Torrance County Attorney

[Signature page to Resolution No. _____]

EXHIBIT A
SITE MAP FOR PROJECT

[ATTACHED]

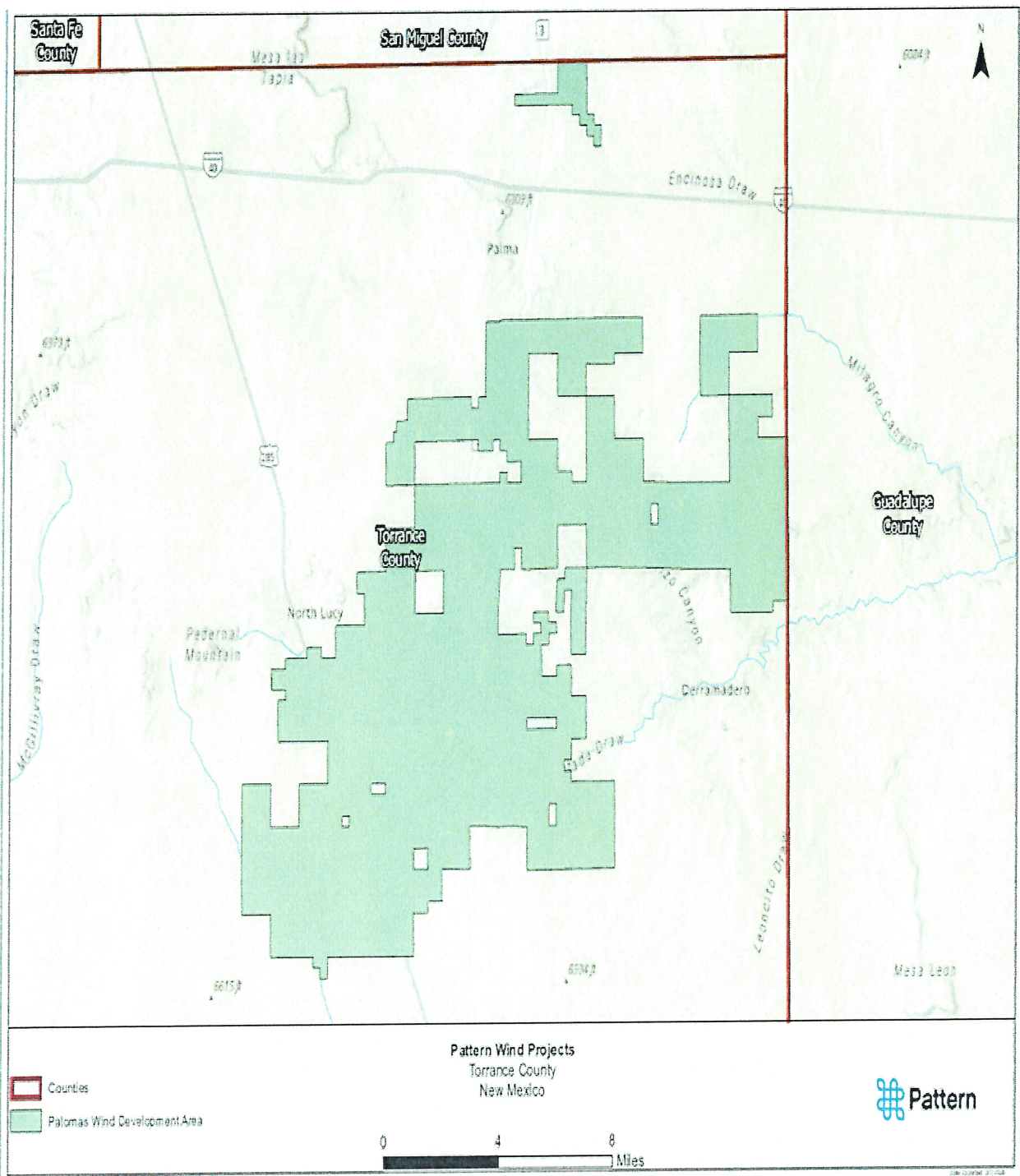


EXHIBIT B

FORM OF NOTICE OF INTENT TO ADOPT BOND ORDINANCE

TORRANCE COUNTY, NEW MEXICO
NOTICE OF MEETING AND INTENT TO ADOPT BOND ORDINANCE

Torrance County, New Mexico (the “County”), hereby gives notice of a regular Board of County Commissioners meeting on Wednesday, [July 8], 2026 at 9:00 a.m., in the Commission Chambers at the Administrative Offices of the County, located at 205 S Ninth Street, Estancia, New Mexico. At such meeting, the Board of County Commissioners will hold a public hearing concerning, and will consider for adoption, an ordinance (the “Ordinance”) relating to the County's Taxable Industrial Revenue Bonds (Palomas Power LLC Project), Series 2026 (the “Bonds”). Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the County Clerk at 205 S Ninth Street, Estancia, New Mexico.

The title of the Ordinance (subject to amendment or substitution) is:

TORRANCE COUNTY, NEW MEXICO
BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. [INSERT ORDINANCE NUMBER]

AUTHORIZING THE ISSUANCE AND SALE OF TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (PALOMAS POWER LLC PROJECT), SERIES 2026, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,221,075,000 (THE “BONDS”); TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF WIND ENERGY FACILITIES TO BE CONSTRUCTED IN ONE OR MORE PHASES FOR THE PURPOSE OF GENERATING ELECTRICITY AND LOCATED WITHIN THE COUNTY BUT OUTSIDE THE BOUNDARIES OF ANY INCORPORATED MUNICIPALITY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A LEASE AGREEMENT, A BOND PURCHASE AGREEMENT, A SUBLEASE AGREEMENT, THE BONDS, ONE OR MORE SUBSERIES OF THE BONDS, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND ANY SUBSERIES OF THE BONDS; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BONDS OF EACH SERIES; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

The title sets forth a general summary of the subject matter contained in the Ordinance. As proposed in the Ordinance: (1) the Bonds will be issued under the authority of the New Mexico County Industrial Revenue Bond Act, NMSA 1978, Sections 4-59-1 to -16 (1975, as amended through 2024); (2) the proceeds of the Bonds will finance the acquisition, construction, and installation of wind energy generation facilities and associated electrical generating equipment and real property used to generate electricity from wind energy in the County (the “Project”) for use by [Pattern SC Holdings LLC], or any affiliated entity thereof and their respective

successors, assigns and/or their affiliates (collectively, the “Company”); and (3) the Project will be leased to the Company by the County.

Under the terms of the proposed Lease Agreement (the “Lease”) between the County and the Company, the Company will be obligated to pay rent for the Project sufficient to pay, when due, the principal of, interest on and redemption price, if any, of the Bonds and to make certain other payments as provided in the Lease. Each series or subseries of Bonds will be issued pursuant to an Indenture (the “Indenture”) proposed to be entered into among the Company, the County, the purchaser of the Bonds and a depository. The Bonds will be sold to a bond purchaser pursuant to the terms of a proposed Bond Purchase Agreement.

THE PRINCIPAL OF, INTEREST ON AND REDEMPTION PRICE OF THE BONDS WILL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR LAWS OF THE STATE OF NEW MEXICO. THE BONDS WILL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

The Bonds will mature, bear interest, be subject to prior redemption and contain other terms and provisions all in accordance with the Indenture and the Ordinance.

This notice constitutes compliance with NMSA 1978, Section 4-37-7 (1981).

The public is invited to attend and participate in the meeting to consider the ordinance. If you cannot be present, you may mail your comments for delivery before [July 8], 2026 to: Torrance County, P.O. Box 48, Estancia, N.M., 87016, or hand deliver them to the Administrative Offices of Torrance County, located at 205 S Ninth Street, Estancia, New Mexico..

Dated this [] day of June, 2026.

TORRANCE COUNTY, NEW MEXICO

By: /s/ Sylvia Chavez

County Clerk

Commissioner _____ then moved that the resolution as filed with the County Clerk be passed and adopted. Commissioner _____ seconded the motion.

The question being upon the passage and adoption of said resolution, the motion was voted upon with the following result:

Those Voting Yea:

[Ryan Schwebach, Chair]
[Kevin McCall, Vice Chair]
[Linda Jaramillo, Member]

Those Voting Nay:

[None]

Those Absent:

[None]

The Chair thereupon declared that at least a majority of all the members of that Board having voted in favor thereof, the motion was carried and the resolution duly passed and adopted. After consideration of matters not relating to the resolution, the meeting on motion duly made, seconded and unanimously carried, was adjourned.

BOARD OF COUNTY COMMISSIONERS
TORRANCE COUNTY, NEW MEXICO

By _____
Ryan Schwebach, Chair

ATTEST:

By _____
Sylvia Chavez
Torrance County Clerk

(S E A L)

STATE OF NEW MEXICO)
) ss.
COUNTY OF TORRANCE)

I, Sylvia Chavez, County Clerk of Torrance County, New Mexico (the "County"), do hereby certify:

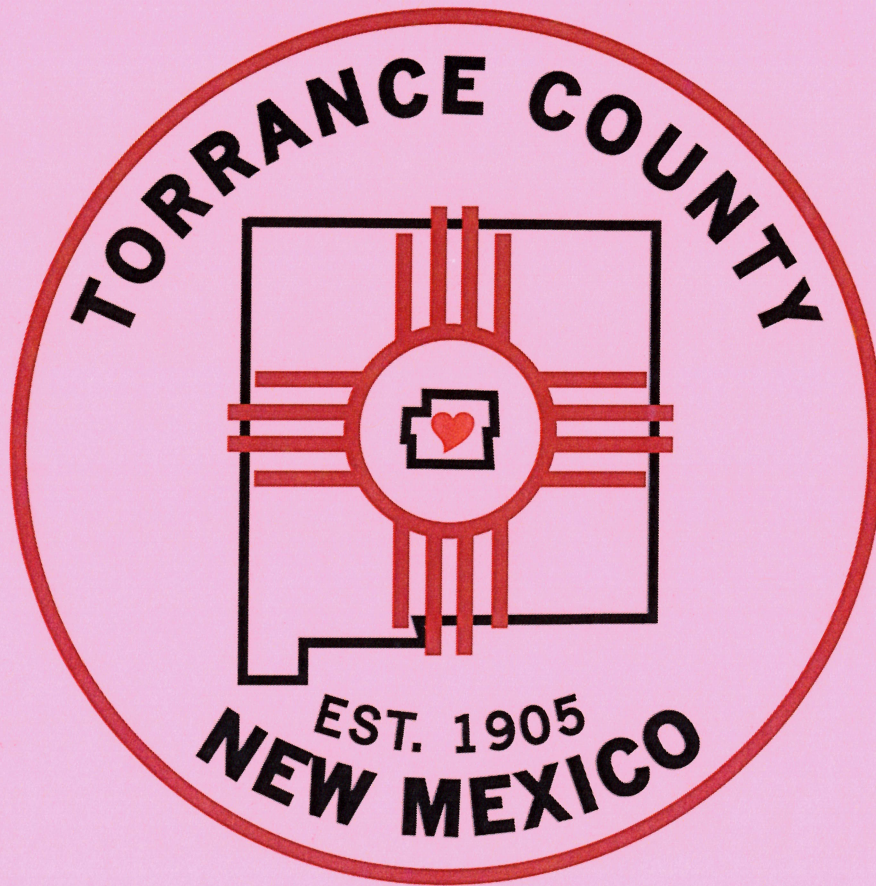
1. The foregoing pages are a true, correct and complete copy of the record of the proceedings of the Board of County Commissioners (the "Board") of the County, constituting the governing body of the County, taken at a duly called regular, open meeting of the Board held in the Commission Chambers at the Administrative Offices of the County, located at 205 S Ninth Street, Estancia, New Mexico, being the regular meeting place of the Board, on Wednesday, May 13, 2026, beginning at 9:00 a.m., insofar as the same relate to the proposed resolution, a copy of which is set forth in the official records of the proceedings of the County kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Notice of such meeting was given in compliance with the permitted methods of giving notice of meetings of the Board as required by the open meetings standards then in effect, i.e., the County's Open Meetings Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Torrance County, New Mexico, this ___ day of May, 2026.

(SEAL)

Sylvia Chavez
Torrance County Clerk



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 9 A

**NEW MEXICO DEPARTMENT OF HEALTH
INTERGOVERNMENTAL GRANT AGREEMENT
AMENDMENT No. One**

THIS AGREEMENT is made and entered into by and between the **NEW MEXICO DEPARTMENT OF HEALTH**, hereinafter referred to as the **DEPARTMENT**, acting through its Cabinet Secretary, and **Torrance County**, herein called the **CONTRACTOR**, acting through its duly appointed Governor(s).

THE PURPOSE OF THIS AMENDMENT IS TO:

1. Amend Article III- Is hereby deleted in its entirety and replaced with the following:
2. Amend Attachment 2- Is hereby deleted in its entirety and replaced with the following:

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Article III. Limitation of Cost, is hereby amended to read as follows:

ARTICLE III. Limitation of Cost

The total amount of the monies payable to the Contractor under this agreement shall not exceed \$63,000.00. The annual budget is attached hereto as "**Attachment 2 - Budget**" and incorporated herein by reference.

Attachment 2

Budget

Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

Task Description	Deliverable	Budget	Due Date
<p>A. Coordinate with Cities Readiness Initiative (CRI) partners to act as a single planning jurisdiction in preparation for public health emergencies that require the distribution or dispensing of Strategic National Stockpile (SNS) assets</p>	<p>I. Copy of Signed Page for Single Planning Jurisdiction</p>	<p>FY26 Not to exceed \$1,500.00 FY27 Not to exceed \$1,000.00 FY28 Not to exceed \$1,000.00 FY29 Not to exceed \$1,000.00</p>	<p>Invoice upon completion. Must be invoiced on or before June 30, 2026. Invoice upon completion. Must be invoiced on or before September 30, 2027. Invoice upon completion. Must be invoiced on or before September 30, 2028. Invoice upon completion. Must be invoiced on or before September 30, 2029.</p>
<p>B. Each CRI jurisdiction will collaborate with the Bureau of Health and Emergency Management (BHEM) CRI State Readiness Manager to update the IPP yearly.</p>	<p>II. Develop and provide workplans for the Integrative Preparedness Plan (IPP).</p>	<p>FY26 Not to exceed \$3,000.00 FY27 Not to exceed \$1,500.00 FY28 Not to exceed \$1,500.00 FY29 Not to exceed \$1,500.00</p>	<p>Invoice upon completion. Must be invoiced on or before June 30, 2026. Invoice upon completion. Must be invoiced on or before March 30, 2027. Invoice upon completion. Must be invoiced on or before March 30, 2028. Invoice upon completion. Must be invoiced on or before March 30, 2029.</p>
<p>C. An employee from jurisdiction will attend Partner's in Preparedness (PIP) Conference 2027-2029</p>	<p>I. Copy of electronic or manually signed attendance sheets.</p>	<p>FY26 Not to exceed \$2,500.00 FY27 Not to exceed \$1,500.00 FY28 Not to exceed \$1,500.00</p>	<p>Invoice upon completion. Must be invoiced on or before June 30, 2026. Invoice upon completion. Must be invoiced on or before June 30, 2027.</p>

		FY29 Not to exceed \$1,500.00	<p>Invoice upon completion. Must be invoiced on or before June 30, 2028.</p> <p>Invoice upon completion. Must be invoiced on or before June 30, 2029.</p>
D. Each jurisdiction will attend at least 75% of monthly CRI meetings for fiscal year *once CRI Intergovernmental Grant Agreement (IGA) is fully executed* and collaborate with BHEM to host CRI meetings (this includes providing meeting space and prepare the agenda for at least one monthly meeting)	<p>I. Copy of sign-in sheets that prove a jurisdictional representative has attended 75% of CRI monthly meetings that will be held in-person on a quarterly basis, with virtual (TEAMS) meetings scheduled for the remaining months, starting once this IGA is fully executed.</p> <p>II. Hosting responsibilities include providing meeting space and preparing the agenda for at least one monthly meeting sent to the BHEM CRI State Readiness Manager by jurisdiction</p>	<p>FY26 Not to exceed \$3,500.00</p> <p>FY27 Not to exceed \$3,500.00</p> <p>FY28 Not to exceed \$3,500.00</p> <p>FY29 Not to exceed \$3,500.00</p>	<p>Invoice upon completion. Must be invoiced on or before June 30, 2026.</p> <p>Invoice upon completion. Must be invoiced on or before June 30, 2027.</p> <p>Invoice upon completion. Must be invoiced on or before June 30, 2028.</p> <p>Invoice upon completion. Must be invoiced on or before June 30, 2029.</p>
E. Participate in a CRI Call Down drill to test and validate the accuracy and reliability of critical contact information.	I. Copy of call down results and submit critical contact sheet	<p>FY26 Not to exceed \$2,500.00</p> <p>FY27 Not to exceed \$2,500.00</p> <p>FY28 Not to exceed \$2,500.00</p> <p>FY29 Not to exceed \$2,500.00</p>	<p>Invoice upon completion. Must be invoiced on or before June 30, 2026.</p> <p>Invoice upon completion. Must be invoiced on or before December 30, 2027.</p> <p>Invoice upon completion. Must be invoiced on or before December 30, 2028.</p> <p>Invoice upon completion. Must be invoiced on or before December 30,</p>

			2029.
F. Jurisdictions will send a representative to the Functional-Captsons (300)	I. Provide copy of electronic sign-in sheet	<p>FY26 Not to exceed \$2,500.00</p> <p>FY27 Not to exceed \$2,500.00</p> <p>FY28 Not to exceed \$2,500.00</p> <p>FY29 Not to exceed \$2,500.00</p>	<p>Invoice upon completion. Must be invoiced on or before June 30, 2026.</p> <p>Invoice upon completion. Must be invoiced on or before March 30, 2027.</p> <p>Invoice upon completion. Must be invoiced on or before March 30, 2028.</p> <p>Invoice upon completion. Must be invoiced on or before March 30, 2029.</p>
G. Jurisdictions will send a representative to the Administrative Preparedness TTX	I. Provide copy of electronic sign-in sheet	<p>FY26 Not to exceed \$2,500.00</p> <p>FY27 Not to exceed \$2,500.00</p> <p>FY28 Not to exceed \$2,500.00</p> <p>FY29 Not to exceed \$2,500.00</p>	<p>Invoice upon completion. Must be invoiced on or before June 30, 2026.</p> <p>Invoice upon completion. Must be invoiced on or before March 30, 2027.</p> <p>Invoice upon completion. Must be invoiced on or before March 30, 2028.</p> <p>Invoice upon completion. Must be invoiced on or before March 30, 2029.</p>
Total Budget		\$ 63,000.00	

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, Said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

CONTRACTOR –

Authorized Signatory

Date: _____

Printed Title of Authorized Signatory

Legal Counsel, Contractor, if applicable

Date: _____

Agency – DEPARTMENT OF HEALTH

Secretary or Designee, DOH

Date: _____

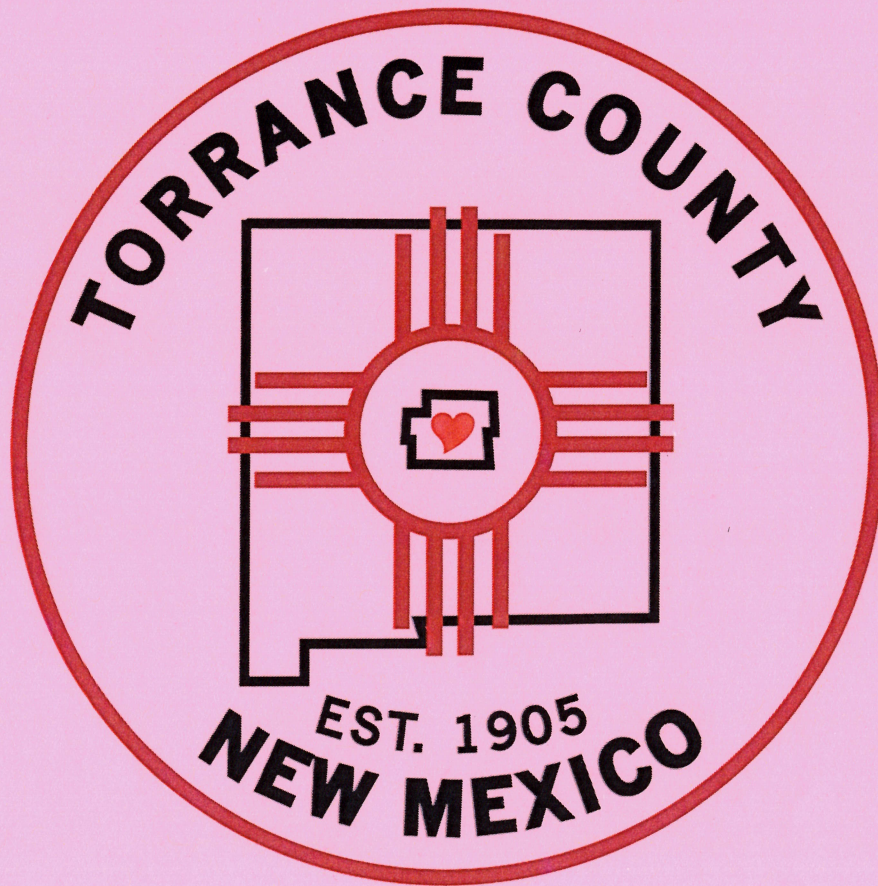
Chief Financial Office, DOH

Date: _____

Approved as to legal form and sufficiency

Office of General Counsel, DOH

Date: _____



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 9 B



United States Department of Agriculture

March 30, 2026

United States
Department of
Agriculture

Wildlife Services

8441 Washington St, NE
New Mexico, 87113

Board of County Commissioners
Torrance County Courthouse
P.O. Box 48
Estancia, NM 87016

To Whom It May Concern:

Please consider this request for **\$47,500** to continue the USDA Wildlife Services cooperative program for FY27. These local funds are supplemented by federal and state money to pay salaries and benefits, purchase equipment and supplies, vehicles, fuel, and other expenses for your local WS Specialist.

During CY25, WS helped protect 7,168 head of livestock valued at over \$17.7 million in Torrance County. In the absence of predator damage management, research has shown that predator losses for calves, adult sheep, and lambs would be approximately 3%, 5.6%, and 17.5% respectively. Using these estimates, we believe we prevented approximately **\$344,339** in livestock predation in Torrance County last year. We also provided other services including rodent damage management, and surveillance for wildlife diseases like tularemia and plague. We distribute and sell restricted use rodenticides to certified applicators within the county as well.

USDA Wildlife Services is committed to helping protect the economic stability and integrity of local rural economies through our predator damage management and other activities. Thank you for considering this request for **\$47,500** for FY27 to help fund our cooperative program.

Please feel free to call me at (505) 208-3003 if you have any questions or would like us to attend an upcoming commission meeting or budget workshop.

Sincerely,

Lisa Selner

Lisa Selner
District Supervisor

cc: Mr. Stephen Gomez, Wildlife Specialist

WORK AND FINANCIAL PLAN
between
TORRANCE COUNTY
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (APHIS-WS)
for
July 1, 2026, through June 30, 2027

Pursuant to Cooperative Service Agreement No. 24-73-35-2521-RA between the County of Torrance and APHIS-WS, this Work Plan defines the objectives, plan of action, resources, and budget for the maintenance of an Integrated Wildlife Damage Management (IWDM) program to protect residents, property, livestock, crops, and natural resources from damage caused by predators and other nuisance wildlife to be conducted from July 1, 2026, through June 30, 2027.

APHIS-WS is a federal agency with a broad mission that includes carrying out wildlife damage management activities. In recent years, USDA-APHIS has maintained an effective IWDM program to resolve conflicts with wildlife throughout the County. APHIS-WS is available and qualified to conduct the wildlife damage management services necessary to accomplish the County's goals.

I. OBJECTIVES/GOALS

Wildlife Services' overall goal is to maintain a biologically sound IWDM program to assist property owners, businesses, private citizens, and governmental agencies in resolving wildlife damage problems and conduct control activities in accordance with applicable Federal, State, and local laws and regulations. Assistance may be in the form of providing technical assistance or direct control activities. Recommendations and control activities will emphasize long-term solutions and incorporate the Integrated Wildlife Damage Management approach.

The scope of this program is limited only by the financial resources allocated by the cooperator and APHIS-WS. Although successful elimination of any specific threat is not guaranteed, all reasonable efforts will be made to resolve or mitigate human-wildlife conflicts within financial and regulatory constraints.

II. PLAN OF ACTION

To accomplish this goal, the following general field services will be provided: (1) technical assistance through demonstration and instruction of wildlife damage prevention and/or control techniques; (2) predator identification and removal when livestock, crop or natural resource damage is verified; (3) nuisance wildlife removal when property damage is identified; (4) removal of wildlife displaying aggressive behavior or causing actual injury to county residents. To provide these basic services, APHIS-WS will:

1. Assign one Wildlife Specialist(s) for 12 staff-months averaging 40 hours per week distributed among direct control activities, technical assistance, APHIS-required administrative tasks, and annual leave.
2. Procure and maintain a vehicle, tools, supplies, and other specialized equipment as deemed necessary by the State Director to accomplish the objectives identified in this plan.
3. Safely & professionally utilize approved wildlife damage management tools/equipment including firearms (including high-pressure air rifles), advanced optics, assorted snaring devices, trailing hounds, all-terrain vehicles, foot-hold traps for the protection of endangered species and public safety, cage-type & other specialized traps, deterrent methods/devices (including pyrotechnics), Environmental Protection Agency approved toxicants (including euthanasia drugs), night vision equipment and electronic calling devices.
 - a. Field Specialists will ensure that the most effective, efficient, and humane tools will be utilized and will conduct direct control operations in a safe manner.
 - b. Equipment will be maintained in good working order to help prevent accidents and/or hazardous situations.
4. Conduct all control activities with trained USDA-WS employees and volunteers.
 - a. Technical Assistance may be in the form of recommendations for implementing various non-lethal techniques. Official USDA pamphlets may be used to convey this information to the public.
 - b. Direct Control activities may include, but are not limited to the monitoring, trapping, dispersal, and shooting of known and potential predators or nuisance wildlife.

The District Supervisor in the WS District Office will supervise this project. This project will be monitored by the State Director and administrative staff in Albuquerque. The Cooperator will be advised on the status of this project on a regular basis.

APHIS-WS will cooperate with the New Mexico Department of Game and Fish, the U.S. Fish and Wildlife Service, County and local city governments, and other entities to ensure compliance with applicable Federal, State, and local laws and regulations.

III. PROCUREMENT

Purchase of supplies, equipment and miscellaneous needs including salaries will be made by APHIS-WS. All expenditures will be processed through APHIS's Financial Management Modernization Initiative (FMMI) system and charged to the Cooperator as described in the Financial Plan.

IV. STIPULATIONS AND RESTRICTIONS

APHIS-WS activities under this cooperative effort will be limited to the State of New Mexico, County

of Torrance. Techniques will be environmentally sound, safe, and selective. If applicable, both Federal and State permits will be secured to perform wildlife damage management activities, and those activities will be conducted within the policy guidelines of APHIS-WS. All program activities will be conducted in compliance with Local, State, and Federal regulations.

In the absence of a finalized county budget, a letter of intent must be provided pending final budget approval. The cooperative Wildlife Services Program can't continue unless a mutual agreement is negotiated by June 30, 2026.

V. COST ESTIMATE FOR SERVICES

The cooperator will be billed quarterly by APHIS FMMI for costs incurred but will not exceed \$47,500 annually. These costs include salaries, benefits, employee recognition, vehicle use, supplies, equipment and overhead. APHIS-WS contributes to the balance of salary and benefits, and all other operating costs. However, APHIS-WS reserves the right to redistribute between funds to cover program costs. A description of expenses and cost share are shown below:

Cost Element	Cost to Cooperator	Cost Share (Paid by Federal Appropriations)	Full Cost
Personnel Compensation	\$ 36,885.57	\$ 33,314.43	\$ 70,200.00
Travel	\$ -	\$ 682.00	\$ 682.00
Vehicles	\$ -	\$ 3,212.67	\$ 3,212.67
Other Services	\$ -	\$ 4,000.00	\$ 4,000.00
Supplies and Materials	\$ -	\$ 1,250.00	\$ 1,250.00
Equipment	\$ 471.89	\$ 1,250.12	\$ 1,722.00

Subtotal (Direct Charges)	\$ 37,357.45	\$ 43,709.22	\$ 81,066.67
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Pooled Job Costs	11.00%	\$ 4,109.32	NA	\$ 4,109.32
Indirect Costs	16.15%	\$ 6,033.23	NA	\$ 6,033.23
Aviation Flat Rate Collection		\$ -	NA	\$ -
Agreement Total		\$ 47,500.00	\$ 43,709.22	\$ 91,209.21
Percentage Cost Share		52%	48%	100%

In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

The financial point of contact for this Work Plan/Financial Plan is Patsy Baca, Budget Analyst (505) 208-3004. This plan has been approved by the USDA APHIS WS Western Regional Office for use

Agreement Number: 26-73-35-2521-RA
WBS: AP.RA.RX35.73.0787

in the State of New Mexico for cost-share agreements. Copies of this approval are available on request.

The financial point of contact for Torrance County is Kathryn Hernandez, Treasurer (505) 544-4700.

Agreement Number: 26-73-35-2521-RA
WBS: AP.RA.RX35.73.0787

TORRANCE COUNTY BOARD OF COMISSIONERS
Tax Identification Number: 85-6000257

Jordan Barela, County Manager

Date

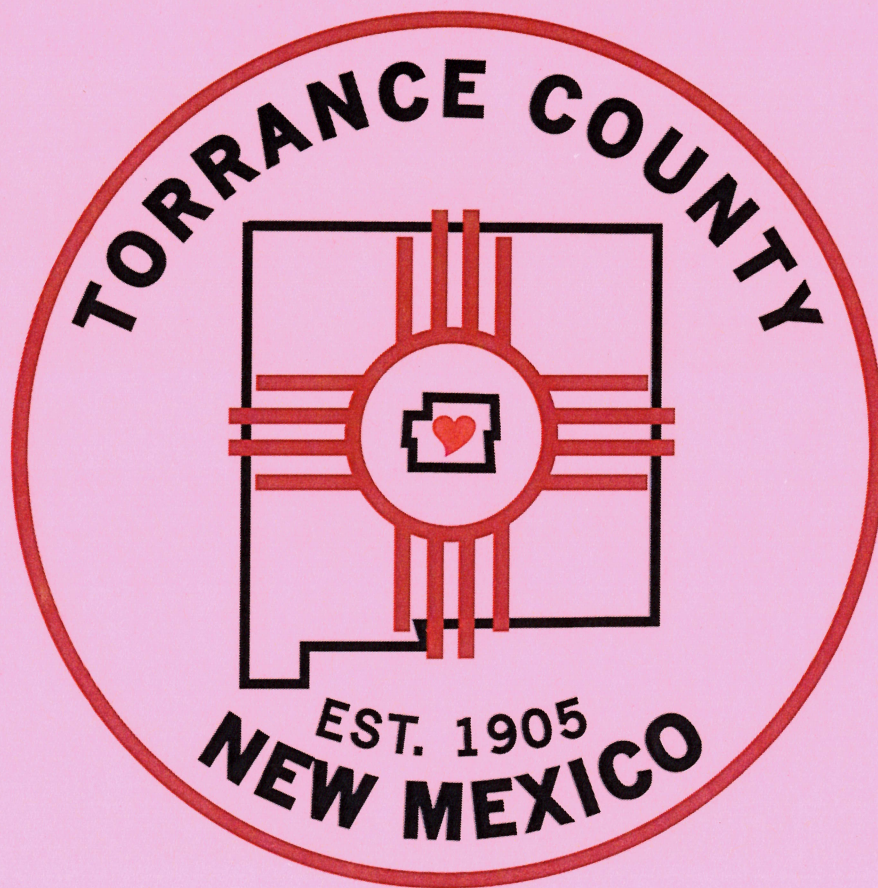
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
Albuquerque, NM
Tax Identification Number: 41-0696271

Jon Grant, State Director, New Mexico

Date

Wendy Anderson, Director, Western Region

Date



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 9 C



**New Mexico State Forestry Division
RESOURCE MOBILIZATION PLAN**

**Agreement #
NM-TCN-2026**
Term: 3/24/2026 - 12/31/2026

Fire Department / District (Cooperator)

Contact

Torrance County
69 Madrid Ave Unit-D/Box-8
Moriarty, NM 87035

After Hours Phone: 5057128754

Representative

Steven Meister
5057128754

Memo

State Area Office (ADO Payment Office)

Contact

Energy, Minerals & Natural Resources
NM State Forestry Division
1220 S St Francis Dr
Santa Fe, NM 87505

Home Unit Office (Owner)

BERNALILLO DISTRICT Office
5105 Santa Fe Hills Blvd
Rio Rancho, New Mexico 87144

Business Phone: 505-867-2334

Local Dispatch (Provider)

NM-ABC
NM-SFC

Resources

Staffed rate

Unstaffed rate

Time Period: 2026 Rates

Catalog Category	Catalog Item	Description	Rate	Rate per Staff	Rate per Mile	Max Daily Rate	Min Daily Rate	Staffing (min/max)	Inspection Exp Date	Active
Engine	Engine, Type 1 - Staffed	Engine-6 2007 International 4400 SBA 4x2 1HTMKAZR37H42550 G-96055 Standard Staffing: 4 Size: 35000	\$242.00 /Hour	\$0.00	-	\$0.00	\$1,452.00	4/6		Yes
Engine	Engine, Type 3 - Staffed	Engine-2 2010 International MaxForce 1HTWEAZR4AJ271502 83318-G Standard Staffing: 4 Features: 4X4	\$205.70 /Hour	\$0.00	-	\$0.00	\$1,161.60	3/5		Yes
Engine	Engine, Type 3 - Staffed	Engine-5 2010 International MaxForce 1HTWEAZR6AJ271503 G83319 Standard Staffing: 4	\$205.70 /Hour	\$0.00	-	\$0.00	\$1,161.60	3/5		Yes
Engine	Engine, Type 5 - Staffed	Brush-61 2020 Ford F550 CREW CAB 1FD0W5HT6LEE87587 11361-G Standard Staffing: 2 Features: 4X4	\$193.60 /Hour	\$0.00	-	\$0.00	\$1,064.80	2/3	12/31/2026	Yes
Engine	Engine, Type 6 - Staffed	Brush-31 2020 Ford F550 1FD0W5HTNEC16167 16425G Standard Staffing: 2 Features: 4X4	\$169.40 /Hour	\$0.00	-	\$0.00	\$871.20	2/3		Yes
Medical	Ambulance Any - Unstaffed	Rescue 16 2025 Ford F-550 1FDUF5HT6SED55395 28709-G Standard Staffing: 2 Features: 4X4	\$108.90 /Hour	\$0.00	-	\$0.00	\$871.20	2/2		Yes

Catalog Category	Catalog Item	Description	Rate	Rate per Staff	Rate per Mile	Max Daily Rate	Min Daily Rate	Staffing (min/max)	Inspection Exp Date	Active
Medical	Ambulance, Any - Unstaffed	Rescue-13 2020 Chevy CK3500 1GB3YTE7XLF255872 16452-G Standard Staffing: 2 Features: 4X4	\$108.90 /Hour	\$0.00	-	\$0.00	\$871.20	2/2		Yes
Medical	Ambulance, Any - Unstaffed	Rescue-14 2021 Chevy CK3500 1GB3YTE78MF176704 16913-G Standard Staffing: 2 Features: 4X4	\$108.90 /Hour	\$0.00	-	\$0.00	\$871.20	2/2		Yes
Medical	Ambulance, Any - Unstaffed	Rescue-15 2024 Ford F-550 1FDUF5HT9REF69193 27546-G Standard Staffing: 2 Features: 4X4	\$108.90 /Hour	\$0.00	-	\$0.00	\$871.20	2/2		Yes
Medical	Ambulance, Any - Unstaffed	Rescue-17 2008 Ford F450 1FDXF47R58EB56246 22415-G Standard Staffing: 2	\$108.90 /Hour	\$0.00	-	\$0.00	\$871.20	2/2		Yes
Medical	Rapid Extraction Module Type 3 (SUPPORT) - Unstaffed	Rescue-1 1994 Hummer H-1 137YA8337RE152865 G89920 Standard Staffing: 2 Features: 4X4	\$147.50 /Hour	\$0.00	-	\$0.00	\$1,180.00	2/3		Yes
Tender, Water	Tender, Water (Support), Type 2 - Staffed	Tender-33 2024 Freightliner E-One 3ALHC5FE3RDUX7332 20390-G Standard Staffing: 2	\$127.05 /Hour	\$0.00	-	\$0.00	\$871.20	1/3		Yes
Tender, Water	Tender, Water (Support), Type 2 - Staffed	Tender-6 2024 Freightliner E-One 3ALHC5FE5RDUX7333 20494-G Standard Staffing: 2	\$127.05 /Hour	\$0.00	-	\$0.00	\$871.20	1/3		Yes
Tender, Water	Tender, Water (Support), Type 3 - Staffed	Tender-21 2017 Kenworth K 2NKHLJ0X6HM154514 01985-G Standard Staffing: 2	\$108.35 /Hour	\$0.00	-	\$0.00	\$721.60	1/3		Yes
Transportation	Ground Support - Staffed	FD-1 Van 2007 Ford E-350 1FBSS31L36HA80373 G65745 Standard Staffing: 1	\$37.50 /Hour	\$0.00	-	\$0.00	\$300.00	1/4		Yes
Transportation	Transportation, Command Vehicle - Unstaffed	Fire-1 2024 Ford Expedition 1FMJU1G89REA07454 22846-G Standard Staffing: 1 Features: 4X4	\$200.00 /Day	\$0.00	-	\$0.00	\$0.00	1/2		Yes
Transportation	Transportation, Command Vehicle - Unstaffed	Fire-2 2020 Dodge RAM 2500 3C6UR5CL4LG282449 11261-G Standard Staffing: 1 Features: 4X4	\$200.00 /Day	\$0.00	-	\$0.00	\$0.00	1/2		Yes
Transportation	Transportation, Command Vehicle - Unstaffed	Fire-4 2019 Chevy Silverado 2500 1GC1KREG0KF133429 06655-G Standard Staffing: 1 Features: 4X4	\$200.00 /Day	\$0.00	-	\$0.00	\$0.00	1/2		Yes

General Provisions

Cooperator will adhere to terms set forth on the General Provisions and Instructions form.

NM FORESTRY DIVISION PROVISION

Personnel reimbursement rates: The use of state government employees will be reimbursed based on the hours worked on the incident, at the employee's regular pay rate, including overtime and benefits. Individuals hired as New Mexico Forestry Division emergency employees will be reimbursed based on

U.S. Government - Administrative Determination (AD) pay rates for fire fighters published in the "Interagency Incident Business Management Handbook, NFES: 1139". These pay rates are based on an employee's qualifications and job function at the incident. Above rates do not include personnel cost.

Fuel will be billed separately.

Crew time reports and emergency equipment shift tickets: Finance will collect and post SF-261 CTR's for personnel, OF-297 Emergency Equipment Shift Tickets for equipment will be provided as requested by incident. Upon check out/demobilization, the cooperators will receive ALL ORIGINAL CTR's, 288's, 286's and copies of the pre-use and release vehicle inspection forms.

New Mexico Forestry Division resources are government agency resources. All NMFD Hand Crews and Inmate Work Crews meet NWCG standards for wildland firefighting.

All crews come equipped with hand tools, power saws, and support material. NMFD Crews may come with AREP for logistical and financial support.

Digital submissions: Please ensure digital copies have been forwarded to the Chief of Party for the resource.

Special Provisions

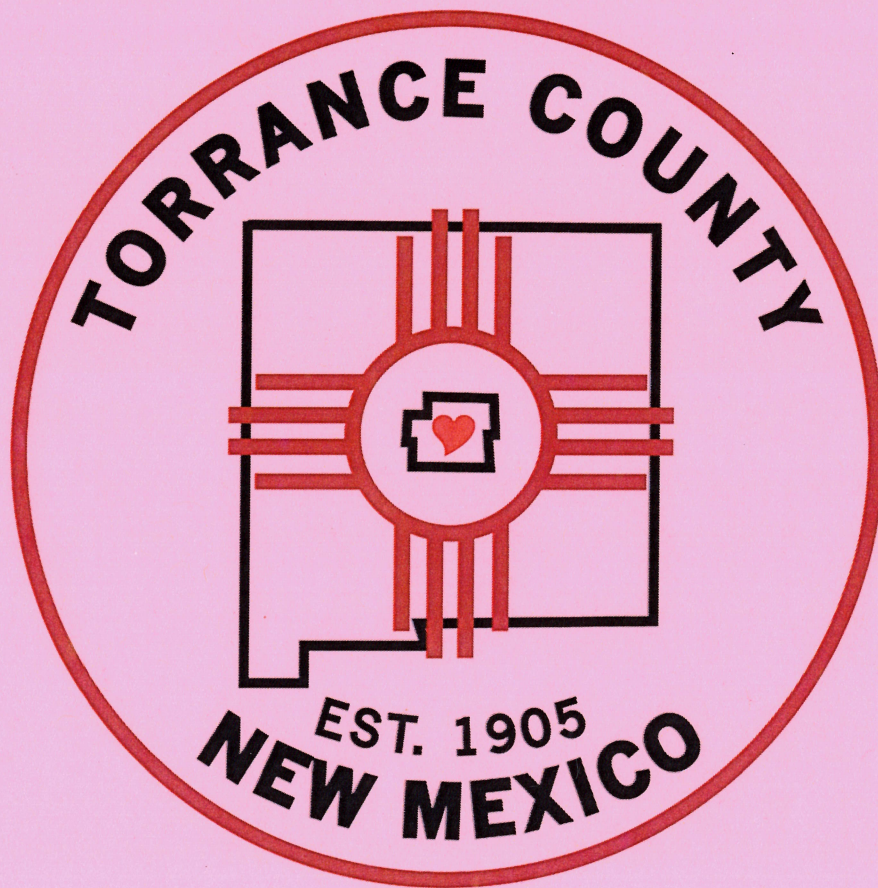
Cooperator will adhere to terms set forth on the General Provisions and Instructions form.

No special provisions

Approved By

Cooperators create a user account, agreeing to program terms and conditions. Cooperators select equipment and positions to complete the form. Review and approval by the State is indicated by the signature.

Amendment #25



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 9 D

PUBLIC CONSULTING GROUP EMERGENCY SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into by and between Torrance County Fire Department (“CLIENT”) and Public Consulting Group LLC (“PCG”) as of May 13, 2026 (“Effective Date”).

WHEREAS, The Centers for Medicare and Medicaid Services (CMS) allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers, and

WHEREAS, PCG possesses professional skills that can assist CLIENT in analyzing and reporting costs to secure “supplemental payments”, and

WHEREAS, CLIENT wishes to engage PCG as an independent contractor to perform professional services in connection with this initiative;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, CLIENT and PCG hereby agree as follows:

- 1. Description of Services.** PCG will provide the professional services assigned by CLIENT and more fully described in Attachment A (the “Contracted Services”). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner.
- 2. Term.** The Agreement will be effective from the Effective Date through December 31, 2028, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Unless otherwise specified by CLIENT in writing, PCG will provide the Contracted Services for the full duration of this Agreement. PCG and CLIENT acknowledge that the program services described in Attachments A and B are dependent on receiving state and federal program approval, and it may be necessary to extend the term of this Agreement to receive additional reimbursements.

Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement. Specifically, notwithstanding the expiration or termination of the Agreement, CLIENT will compensate PCG as set forth herein with respect to any reimbursements CLIENT receives after the expiration or termination of this Agreement that are the result of the Contracted Services.

- 3. Compensation.** CLIENT will compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and unless the parties agree otherwise in writing, shall not pay PCG any other benefits, expenses, or compensation.

- a. CLIENT will compensate PCG within 30 days following the receipt of billing statements from PCG that comport with the terms of this Agreement. PCG shall submit billing statements directly to the CLIENT Contact Person identified in Section 5.
 - b. Upon termination or expiration of this Agreement, PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.
4. **Termination.** This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period after written notice. Such reasonable period shall be no less than 10 business days. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information.

CLIENT as a local governing body may terminate this Agreement for its convenience, for lack of availability of funds, or for lack of appropriation of funds, CLIENT's determination of which is final, at any time with 30 days' written notice to PCG. If CLIENT terminates this Agreement for convenience prior to the completion or submission of a cost report, PCG shall invoice, and CLIENT shall compensate PCG, at an hourly rate of \$300 for the time PCG expended in preparing such cost report. If CLIENT terminates this Agreement for convenience after the submission of a cost report, but prior to payment being received by CLIENT, the parties agree that the compensation provisions, including those in Attachment B, shall survive termination of the Agreement, and CLIENT shall timely compensate PCG pursuant to the provisions set forth herein.

5. **Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective upon any of the following: (1) when delivered personally to the person designated below to receive notices for the party (the party's "Contact Person"); (2) when e-mailed to the party's Contact Person at the e-mail address listed below with an acknowledgment of receipt; or (3) five days after being deposited into the United States mail (either certified mail with return receipt requested, or first class postage prepaid), addressed to the party's Contact Person at the address set forth below. The individuals listed below shall serve as each party's Contact Person for purposes of this Agreement unless the party replaces the Contact Person by written notice to the other party as required by this Section:

For CLIENT:

Gary Smith
Fire Chief
Torrance County Fire Department
753-A Salt Missions Trail
Mcintosh, NM 87032

For CONTRACTOR:

Miles Brown
Senior Consultant
Public Consulting Group LLC
148 State Street, 10th Floor
Boston, MA 02109

gsmith@tcnm.us

mbrown@pcgus.com

6. Relationship of the Parties

- a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.
- b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by CLIENT to its employees. CLIENT shall deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.
- c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
- d. PCG has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.

7. **Record Maintenance.** With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.
8. **Insurance.** PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both CLIENT and PCG from claims that may arise from PCG's performance of the Contracted Services.
9. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.

10. **Subcontracts.** PCG may subcontract work under this Agreement to one or more of its affiliate companies.

11. **Proprietary or Confidential Information.** For purposes of fulfilling its obligations under this Agreement, one party (the “Disclosing Party”) may convey to the other party (the “Receiving Party”) information that is considered proprietary and confidential to the Disclosing Party.
 - a. “Proprietary or Confidential Information” is defined as information -- including but not limited to trade secrets, strategies, financial information, sales information, pricing information, operational techniques, software, and intellectual property -- that (i) has not been previously published or otherwise disclosed by the Disclosing Party to the general public; (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions; (iii) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; or (iv) is not normally furnished to others without compensation; and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. In addition, the term “Proprietary or Confidential Information” shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as “confidential” or “proprietary” by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. The term “Proprietary or Confidential Information” includes the original information provided by the Disclosing Party as well as all copies.

 - b. Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source that is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; or (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party.

 - c. The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.

 - d. To the extent allowed by law, the Receiving Party shall use and disclose Proprietary or Confidential only for purposes of the Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any

employee who is not working on the Contracted Services, without the prior written consent of the Disclosing Party.

- e. The Receiving Party shall not disclose the Proprietary or Confidential Information to any third party without prior written authorization from the Disclosing Party.
- f. All Proprietary or Confidential Information shall remain the property of the Disclosing Party notwithstanding any disclosure under this Agreement. The Receiving Party recognizes and agrees that nothing contained in this Agreement nor the exchange of Proprietary or Confidential Information under this Agreement shall be construed as transferring or granting any right, title, interest, or license under any copyrights, inventions, or patents now or hereafter owned or controlled by either Party. The Disclosing Party does not grant the Receiving Party any express or implied right to or under the Disclosing Party or another party's patents, copyrights, trademarks, trade secret information, or other proprietary rights. The Receiving Party shall not make, have made, use, or sell for any purpose any product or other item using, incorporating, or derived from any Proprietary or Confidential Information of the Disclosing Party.
- g. If and to the extent that Proprietary or Confidential Information includes information that is confidential or proprietary to a third party, the Disclosing Party warrants that the disclosure does not violate any agreement with the third party or any rights of the third party, including any agreement or rights under the Health Insurance Portability and Accountability Act ("HIPAA") and other federal or state laws governing medical records, and shall indemnify the Receiving Party as to any claim against it by the third party or a government agency relating to such disclosure.
- h. Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- i. The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Proprietary or Confidential Information.
- j. The Receiving Party shall not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.
- k. If the Receiving Party is requested or required to disclose Proprietary or Confidential Information pursuant to a subpoena or an order of a court or governmental

agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Proprietary or Confidential Information:

- i. Provide the Disclosing Party with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, no later than 2 business days after receiving it;
 - ii. Consult with the Disclosing Party on the appropriate response to the request;
 - iii. Cooperate with the Disclosing Party in its reasonable efforts to obtain an order or otherwise limit or restrict the disclosure of its Proprietary or Confidential Information that is subject to the legal or governmental request or requirement, at Disclosing Party's sole expense; and
 - iv. Only after fully complying with the above steps, if disclosure of Proprietary or Confidential Information is still required, furnish only such portion of the Proprietary or Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.
- l.** Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the written request of the Disclosing Party at any time during this Agreement, or within 30 days of the termination or expiration of this Agreement, the Receiving Party shall promptly return all copies of such information in its possession, custody, or control, promptly furnishing the Disclosing Party with written certification of such return. If the Disclosing Party does not request the return of Proprietary or Confidential Data within 30 days of the termination or expiration of this Agreement, the Receiving Party shall destroy all copies of such information in its possession, custody or control and shall, upon the Disclosing Party's request, furnish the Disclosing Party with written certification of such destruction. If return or destruction is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.
- m.** The termination or expiration of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential Information set forth in this section.
- n.** Other than as set forth above, neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement.
- o.** This Agreement and its terms shall be treated as Proprietary and Confidential Information to the maximum extent allowable by law.

12. **As-Is Information and Data.** The parties agree and acknowledge that PCG will receive all information and data from CLIENT on an as-is basis. PCG is not responsible for errors or omissions in any data that it receives from CLIENT. PCG is not responsible for reviewing, evaluating, or verifying the accuracy or completeness of any information received by CLIENT. PCG is not liable for any reimbursement, refund, or contribution should CLIENT be subject to penalties in connection with the services rendered.
13. **Intellectual Property.** Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.

Notwithstanding anything to the contrary, PCG will not deliver any working papers or other records including those that contain outputs, code, or formulas relating to PCG's cost reporting system (Ambulance Services Cost Report Portal), that contain or have embedded within such records any PCG intellectual property or trade secrets, including all aspects concerning the methodology for the creation and calculations included in any cost reports. Such materials are not considered CLIENT's property or works made for hire.
14. **Conflicts of Interest.** The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
15. **Waiver.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
16. **Entire Agreement.** This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.
17. **Amendment.** This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.
18. **Severability.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
19. **Applicable Law and Venue.** This Agreement, and all other aspects of the business relationship between the parties, shall be construed, interpreted, and enforced under and in

accordance with the laws of the State of New Mexico, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts, agree that the state and federal courts of the State of New Mexico shall have exclusive jurisdiction over the enforcement of this Agreement, and waive any objection to venue.

20. Miscellaneous

- a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.
- b. NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OTHER THAN A CLAIM BY PCG THAT CLIENT HAS NOT PAID COMPENSATION UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO PCG PURSUANT TO SECTION 3 OF THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.
- c. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- d. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
- e. Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Agreement. Each party represents that they have read and understand this Agreement and that

they are freely and voluntarily entering into this Agreement in exchange for the consideration described herein. This Agreement shall not be construed in favor of or against either party by reason of authorship.

- f. Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Agreement on behalf of such party. Each party to this Agreement hereby represents and warrants that it has full power and authority to enter into this Agreement, that the execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

PUBLIC CONSULTING GROUP LLC

**TORRANCE COUNTY FIRE
DEPARTMENT, NEW MEXICO**

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

**ATTACHMENT A
CONTRACTED SERVICES**

Ambulance Supplemental Payment Program (ASPP) and Other Consulting

PCG will provide the below Contracted Services for three calendar year cost reporting cycles, defined as January 1, 2025, to December 31, 2025; January 1, 2026, to December 31, 2026; and January 1, 2027, to December 31, 2027.

- A. CLIENT provides countywide ambulance and medical services some of which will qualify for the GEMT Program for Medicaid. CLIENT must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, PCG shall comply.
- B. CLIENT provides emergency medical transports to Medicaid patients each year and PCG shall complete the required paperwork for CLIENT to participate in the ASPP.
- C. PCG will support New Mexico EMS Providers to design and implement the ASPP. New Mexico's ASPP provides for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.
- D. PCG shall design and develop a Medicaid ASPP, including the drafting of a Medicaid State Directed Payment Preprint form and the modeling associated with the Preprint.
- E. PCG will provide all documentation needed by the New Mexico Health Care Authority (HCA) to facilitate the ongoing administration of the ASPP.
- F. PCG will support CLIENT and HCA to obtain approval of the ASPP on an annual basis, including preparing responses to requests for additional information or briefing other constituents, such as governing boards or state legislators.
- G. PCG shall have the knowledge, skills, and ability to fully complete the required cost reports to HCA within the time frame prescribed by HCA.
- H. PCG shall have knowledge of the applicable data and cost reporting principles specified in New Mexico and federal statutes.
- I. PCG will conduct stakeholder meetings to educate CLIENT on the existing Medicaid Supplemental Payment opportunity.

- J. PCG will draft program plan and supplemental payment strategy to best align with the needs of New Mexico providers.
- K. PCG will work with CLIENT and other stakeholder providers to engage the state of New Mexico.
- L. PCG will facilitate ongoing discussions with the state of New Mexico through program design, approval and implementation process.
- M. PCG will assist CLIENT in negotiations with CMS through the ASPP program approval process.
- N. PCG shall have knowledge and experience in the completion of all Schedules as required by the Program.
- O. PCG will provide CLIENT and other stakeholder providers with ASPP participation training, as well as online system development and Ambulance Cost Reporting Portal (ASCR) training.
- P. CLIENT will provide PCG with all the required data needed to complete the Schedules; however, PCG is responsible for accurate completion of the Schedules.
- Q. PCG shall be able to accept from CLIENT, in electronic submission form, all information via a secure connection in accordance with HIPAA.
- R. If the completed cost report is rejected by HCA, PCG shall work with CLIENT to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.
- S. PCG shall keep CLIENT informed of all updates relating to the ASPP program and estimate the impact of future changes in Medicaid reimbursement.
- T. PCG shall support CLIENT in establishing the legal and operational ground to participate in the ASPP program.
- U. PCG shall draft supporting documentation and flow processes for presentation to CLIENT and assist with messaging and review presentations for governmental relationship staff as needed.
- V. PCG shall monitor claims and cash flows of ASPP program to ensure CLIENT receives appropriate benefit from the program and has met documentation needs.



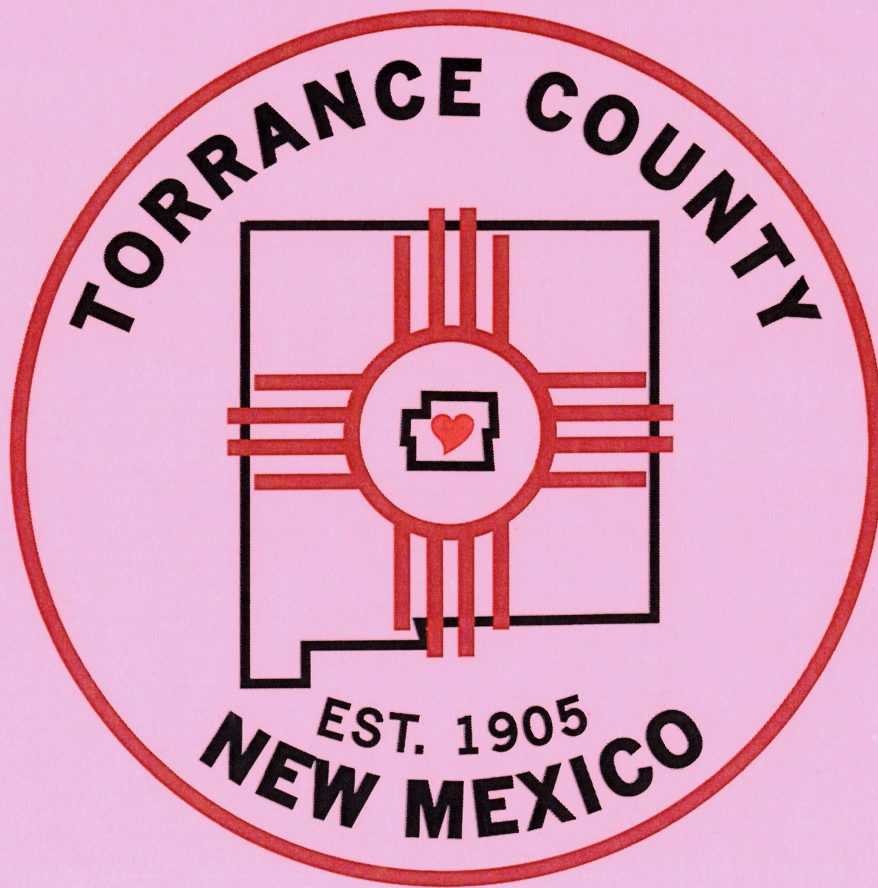
Solutions that Matter

*Mcintosh, NM
Torrance County Fire Department
ASPP Services*

W. If, as a result of an audit by any governmental or regulatory agency, including but not limited to HCA, a refund is required by CLIENT, PCG agrees to pay no more than the portion of the compensation fee, as set forth in Attachment B, that was paid on the amount being refunded.

**ATTACHMENT B
COMPENSATION**

PCG shall be paid by CLIENT compensation for all Contracted Services. Total compensation for this Agreement shall be on a contingency fee of Fifteen Percent (15%) of the federal share portion of payments received by CLIENT under the ASPP program for each cost reporting period. The percentage shall be comprised of the total cost of all projects, materials, equipment, labor, expenses, all mark-ups for overhead, and profit.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 9 E

AMENDMENT NO. 6 TO AMENDED LEASE AGREEMENT

This AMENDMENT No. 6 is made and entered into by and between the Tajique Land Grant (“Landlord”) and the Torrance County (“Tenant”), collectively referred to as the “Parties.”

IT IS AGREED BETWEEN THE PARTIES that the agreement between the Landlord and Tenant, executed on October 15, 2018 (“Lease”), and which was last amended on June 25, 2025, is further amended as follows:

1. Section 1.05

LEASE TERM

- A. The Lease shall commence on July 1, 2026, as described in Section 2.01 herein, and shall terminate on October 31, 2026.
- B. If the lease term expires, the lease shall go month-to-month without formal written amendment by the Parties. If the month-to-month provision of the Lease is enacted, either Party may terminate the lease by providing a 30-day written notice to the other, indicating their intent to terminate the lease.

2. Section 1.08

BASE RENT PAYABLE

- A. Tenant shall pay to the Landlord the amount of \$400.00 per month. The rent shall be paid at the Landlord’s address as state in Section 1.02.

All other terms and conditions of said Lease not explicitly amended by this Amendment No. 6 shall remain in full force and effect.

Landlord:

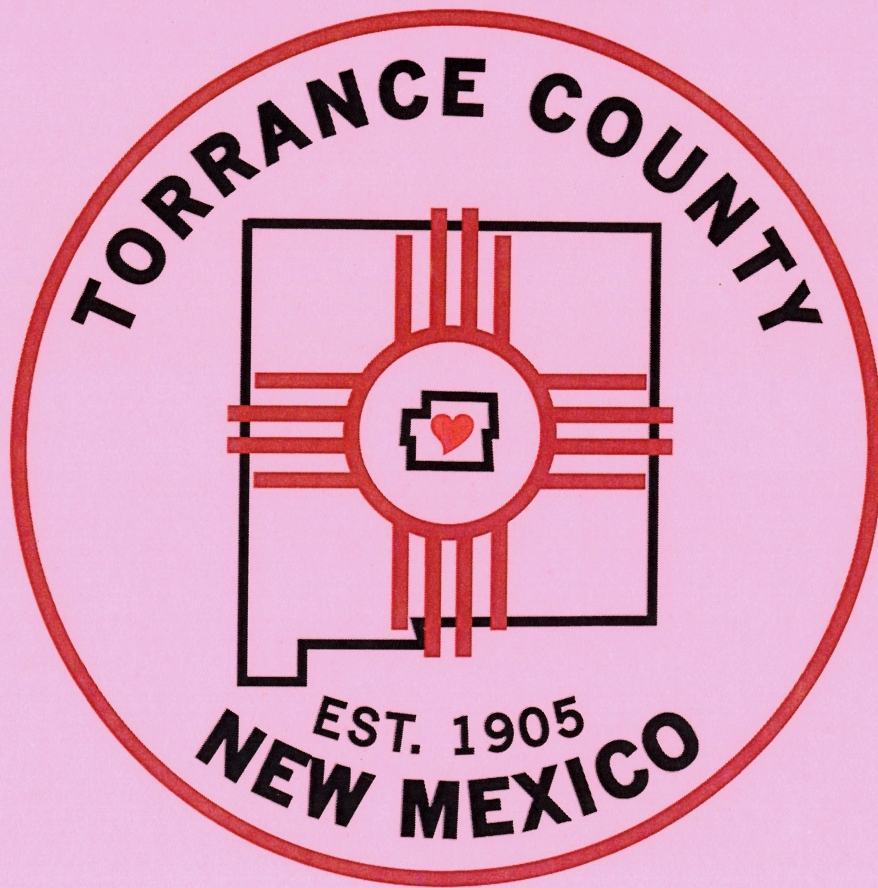
By: _____
Andrew Gutierrez – Tajique Land Grant President

Date: _____

Tenant:

By: _____
J. Jordan Barela, County Manager

Date: _____



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 9 F

BEST FRIENDS ANIMAL SOCIETY GRANT AGREEMENT

BACKGROUND

Best Friends Animals Society (“Best Friends”) is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is No More Homeless Pets®. Best Friends feels privileged to help save lives by working with organizations and agencies by providing funding for specific grants and/or needs in its commitment to No Kill 2025.

Recipient is a 501(c)(3) nonprofit animal welfare charity or a municipal shelter which has submitted a grant request to Best Friends requesting to be awarded a grant pursuant to the below terms (the “Grant”). The Grant funds shall be disbursed upon receipt of the signed agreement and copy of the Recipient’s [IRS FORM W-9](#).

This grant agreement (“Agreement”) will govern the terms of the Grant. Each party shall be referred to herein individually as a “Party,” and collectively as the “Parties.” The Parties hereby agree to the following terms and conditions as of the date on which it is fully executed by both Parties (the “Effective Date”).

AGREEMENT

Grant Agreement Reference:

Recipient Business Name: Torrance County Animal Services
Recipient Contact Name: Danette Langdon
EIN: 85-6000257
Grant Name: Transport Support for Torrance County
Amount: 5000
Best Friends’ Representative: Desiree Triste-Aragon

Section 1. Use of Grant Fund.

Grant Proposal and Use of Funds (the “Project”)

Funding to support the transfer of 50 animals from Tucumcari Animal Care and Control and Torrance County Animal Services to Edgewood Animal Shelter. Funds will cover transport and medical care, helping impacted shelters reach the 90% save rate.

The “Term” of this Agreement, unless terminated pursuant to the language below will be from 04/01/2026 through 04/01/2027.

Grants will be provided in a one-time payment with Best Friends’ obligation to disburse initial funds conditional upon receipt of Recipient’s completed IRS Form W-9.

Grant Installments are set below:

Installment Number	Payment Date	Payment Amount
--------------------	--------------	----------------

Payment #1	Within thirty (30) days upon receipt by BFAS of the executed Agreement and IRS Form W9.	\$5000.00
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Section 2. Recipient Requirements

- A. Recipient agrees to provide final grant report using forms provided by Best Friends that outline the use of the Grant funds. These grant reports must include impact reporting on programs agreed upon to help gauge success and inform further needed adjustments and any relevant success stories of animals helped through the program, or descriptions of how the Grant has impacted the target community..
- B. With the final grant report, Recipient will provide any relevant success stories of animals helped through the program, or descriptions of how the Grant has impacted the target community.
- C. Recipient is registered or will become registered with SHELTER PET DATA ALLIANCE (SPDA) website and submit MONTHLY DATA REPORTING INTO SPDA through the term of this Agreement.
- D. Recipient is a member or will become a member of the Best Friends Network and will maintain such membership through the Term of this Agreement.

Section 3. Grant Branding Terms and Promotion

Recipient shall cooperate with Best Friends regarding the promotion of the Grant and the Project. Both Parties may issue reports or statements to its members, the media, and the public about the Grant and the Project. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. Recipient shall reasonably cooperate with Best Friends staff, volunteer team leaders, and news or magazine writers in the production of such news content. Recipient agrees to cooperate with Best Friends and facilitate promotion of the Grant and the Project through the Best Friends website, newsletters, electronic news distributions, press releases, and other media outlets.

Section 4. Photo, Video, Digital and Audio Release

Recipient grants to Best Friends permission and rights to photograph, video, and audio record any of Recipient's programs or events for the duration of the Grant. Recipient grants Best Friends the right to indefinitely use such photographs, videos or digital images and voices. This release covers all photos, videos, and audio recordings made by Best Friends or its employees, contractors, or agents. Recipient understands and agrees that these photographs, videos, or digital images and recordings may be used by Best Friends in its sole discretion including for identification purposes, to promote or report about Best Friends events, activities, and mission; to raise donations, or for other purposes. This includes, but is not limited to, any royalties, proceeds, or other benefits derived from such images or recordings. This release remains in effect even after the end of this Agreement.

Recipient further agrees not to make any claim against Best Friends or its employees, contractors, or agents for the use of these photographs, videos or digital image or voice recordings. Recipient understands this Agreement releases and forever discharges Best Friends from any liability to Recipient, its successors, and assigns with respect to personal injury, property damage or other loss or damages that may result as a result from the making and use of photographs, videos or digital image or voice recordings.

Section 5. Non-Disparagement

During the Term of this Agreement and for one (1) year after this Agreement's termination, Recipient agrees to take reasonable commercial measures to ensure that its representatives and Recipient's official media outlets do not make statements, including but not limited to social media posts, regarding the activities covered by this Agreement that are intended to or likely to bring Best Friends into disrepute.

Standard Terms

Section 6. Grant Recipient Representations and Warranties

Recipient represents and warrants as follows during the Term of this Agreement:

- A. Recipient is a qualified 501(c)(3) entity or government organization.
- B. Recipient acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Recipient hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate same.
- C. There are no claims, investigations, or proceedings in progress, pending or threatened against Recipient which, if determined adversely, would have a material effect on Recipient's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations, or proceedings in progress, pending or threatened against Recipient which involve animal neglect or abuse.
- D. The individual signing this Agreement on behalf of Recipient is legally competent to enter into this Agreement duly authorized to do so by the Recipient.

Section 7. Grant Restrictions

In addition to abiding by the requirement that the Grant funds be used in furtherance of the program described in Recipient's grant application, Recipient specifically agrees that no portion of the Grant funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

Section 8. Termination

Recipient may terminate this Agreement upon providing ten (10) business days written notice to Best Friends in the event of the following events of default:

- (i) By its actions or statements, Best Friends materially harms Recipient as determined by Recipient in its reasonable judgment;
- (ii) Best Friends files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation.

Best Friends may terminate this Agreement upon providing ten (10) business days written notice to the Recipient in the event of the following events of default:

- (i) By its actions or statements, Recipient materially harms Best Friends as determined by Best Friends in its reasonable judgment;
- (ii) Recipient files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation (if a nonprofit corporation); or

(iii) Recipient fails to perform its commitments as set out in this Agreement, including, in the reasonable judgment of Best Friends, failing to carry out the Project with reasonable diligence to meet the goal of saving as many animal lives as possible or has not worked in good faith with professionalism to achieve the mutually agreed upon Goals.

In the event Best Friends terminates this Agreement pursuant to this section, Best Friends, has no obligation to pay Recipient any grant payment not yet due at the time of the notice of such termination.

Section 9. Intellectual Property License

For the Term of this Agreement, Recipient grants Best Friends a non-exclusive, royalty free license to use Agency's name and/or logo to promote Agency's lifesaving activities associated with the Grant and the Project. Other than the foregoing, neither Party may use the other Party's logos, trademarks, or other intellectual property without express written permission of the other Party.

Section 10. Release

To the full extent permitted by law, the Recipient, their directors, officers, employees, representatives, agents, successors, and assigns, agree never to bring a claim or suit against Best Friends relating to the Grant and the Project. The Recipient agrees Best Friends and its directors, officers, employees, representatives, agents, contractors, successors and assigns ("Releasees") are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from the Grant and the Project. The Recipient releases Best Friends and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from any work or activities related to the Grant and the Project. The Recipient understands this Agreement discharges Releasees from any liability to the Recipients with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct, or indirect, known or unknown, that may result as a result of the Recipient's work, participation and activities related to this Grant and the Project.

Section 11. Indemnity Agreement

To the full extent permitted by law, the Recipient and their directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold Releasees harmless for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of Recipient's actions or omissions related to the Grant and the Project or any breach by Recipient of this Agreement. This includes lone acts or omissions by the Recipient as well as the combined acts of the Recipient with others.

Section 12. Proprietary Information

Recipient acknowledges and agree that the following constitute "Proprietary Information": any secret or proprietary information relating direction to Best Friends business, including, but not limited to, the Best Friends Network and donation process, services, members, donor and volunteer lists, business policies, employment records and policies, operational methods, marketing plans and strategies, business development plans, new personnel acquisition plans, technical processes, designs and design projects,

inventions and research programs, trade know-how, trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business and financial affairs of Best Friends. It is not anticipated that Recipient will have access to Best Friends proprietary information as a result of this Agreement. Nonetheless, Recipient acknowledges and agrees that in the event Recipient learns of or comes into possession of any Best Friends proprietary information, Recipient will notify Best Friends and return said information. Recipient agrees that they will not use, supply or disclose any Proprietary Information it happens to learn of to any third party.

Section 13. No Third-Party Beneficiaries

Nothing in this Agreement shall be construed to give any person or entity other than the Parties to this Agreement any legal or equitable claim, right or remedy; rather, this Agreement is intended to be for the sole and exclusive benefit of the Parties hereto.

Section 14. Survival of Terms

The intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this agreement are perpetual. The releases are perpetual. The agreement to maintain Proprietary Information confidential is perpetual. The Non-Disparagement clause survives for one (1) year following the termination of this Agreement.

Section 15. Other Terms

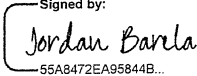
The provisions in this Agreement bind the successors and assigns of Recipient. Each term of this Agreement is material. Recipient agrees that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement. This is the entire agreement between the Parties and supersedes any other verbal or written statements, representations, or promises.

This Agreement shall not be construed to constitute any form of partnership, agency, or joint venture between Best Friends and Recipient. Neither Party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. Neither Party has authority to bind the other to any contractual or other agreements and in no event shall either Party represent or hold itself out as acting on behalf of the other Party hereto.

[The remainder of this page is left intentionally blank. The signature page follows.]

By signing below, Recipient and Best Friends acknowledge and agree to the terms of this Agreement. If signing electronically, the Parties acknowledge that they have read this Agreement and indicate their intent to electronically sign and be bound by the terms and conditions therein. They agree that their electronic signatures are intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

Torrance County Animal Services

Signature:  Signed by:
55A8472EA95844B...
Printed Name: Jordan Barela

Title: COUNTY MANAGER

Date Signed: May 6, 2026 | 7:58 AM MDT

Best Friends Animal Society

Signature:

Printed Name:

Title: Regional Director

Date Signed:



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 10 A

TORRANCE COUNTY FY2027 ICIP

2027		County Project?	Type of Project	Current Phase	Shovel Ready	Staff Notes/Recommendations
1	New County Government Offices	Y	Construction	Construction	Y	Ready to move forward with project
2	Fire Station Water Suppression System Plan and Implementation	Y	Planning	Not Started	N	Still needs planning and engineering. Unknown total costs
3	County Road Improvements (Marinez Rd)	Y	Construction	Not Started	Y	Read to move forward if funded
4	Restoration and Preservation of Historical Records	Y	Other	In Progress	Y	In progress but not fully funded
5	P25/700mhz Public Safety Radio System Upgrades	Y	Capital	In Progress	Y	In progress and fully funded
6	Purchase/Equip Medical Response Vehicles	Y	Capital	Not Started	Y	Can execute quickly (equipment)
7	Fire Department Comprehensive Plan	Y	Planning	Not Started	N	No longer a priority
8	Emergency Management Facility and Training Center	Y	Construction	Design	Y	In programming phase. May be funded at federal level. Would keep on for funding gap
9	Road Department Equipment	Y	Capital	Not Started	Y	Can execute quickly (equipment)
10	Business Incubator and Economic Development Plan	Y	Planning	Not Started	Y	Can execute quickly but isn't capital related
11	New Regional Animal Shelter Study	Y	Planning	Not Started	N	Only in conceptual phase
12	Road Assessment	Y	Planning	Not Started	Y	Can execute quickly but isn't capital related
13	24/7 Urgent Care Facility Study	Y	Construction	Design	Y	Only in conceptual phase and likely won't be a County project
14	Mescalero Reservoir Dam Remediation	N	Construction	Design	N	Can be executed quickly. Demo project.
15	Arthur Park and Lake/Pool Improvements	Y	Construction	Design	Y	Not a County project
16	TCSO Entrance Security Upgrades	Y	Construction	Not Started	Y	Can be executed quickly depending on the final scope.
17	Willard Fire Station Renovations	N	Construction	Not Started	Y	Can be executed quickly, but the facility is owned by the Town of Willard
18	County Fairgrounds Improvements	Y	Construction	Construction	Y	In construction. Should be completed by the end of July

2028		County Project?	Type of Project	Current Phase	Shovel Ready	Staff Notes/Recommendations
1	Emergency Helipads Study and Implementation	Y	Planning	Not Started	N	Only in conceptual phase
2	Asset Management Plan	Y	Planning	Not Started	Y	Can be executed quickly but not capital
3	Multi-Generational Facility with Gym	Y	Planning	Not Started	N	Only in conceptual phase
4	Mountainair Rodeo Grounds Improvement	N	Construction	Unknown	N	Unknown if this is still a priority are its current funding status
5	Duran School House Feasibility Study	N	Construction	Not Started	N	Needs to be removed as the facility is privately owned
6	Abo Water System Development	N	Planning	Not Started	N	Only in conceptual phase. Unknown if anyone is actively pursuing this project
7	Behavioral Health Treatment Facility/Telehealth	N	Planning	Not Started	N	Only in conceptual phase

2029		County Project?	Type of Project	Current Phase	Shovel Ready	Staff Notes/Recommendations
1	Emergency Management Equipment	Y	Capital	Not Started	Y	Can be executed quickly (equipment)
2	Indian Hills Fire Station Fire Suppression System	Y	Construction	Not Started	N	Project needs planning, design and water evaluation
3	TC Fairgrounds RV/Water Hookups	Y	Construction	Not Started	N	Only in conceptual phase. Project will need planning and design that hasn't been completed

2030		County Project?	Type of Project	Current Phase	Shovel Ready	Staff Notes/Recommendations
1	New Fire Station	Y	Construction	Not Started	N	Only in conceptual phase

2031		County Project?	Type of Project	Current Phase	Shovel Ready	Staff Notes/Recommendations
1	New EMS Building	Y	Construction	Not Started	N	In conceptual phase. Looking at modular homes as an alternative
2	Water Wells with Storage Tanks (Fire/Roads)	Y	Planning	Not Started	N	In conceptual phase. Need to evaluate property and water rights before moving forward
3	NM41 Rail to Trail	N	Planning	Not Started	N	In conceptual phase. May be a state project due to right of ways.
4	Develop Torrance County Park and Road	Y	Construction	Not Started	N	In conceptual phase. There is no current plan for upgrades.
5	Torreón Well and Water System	N	Construction	Not Started	N	Not at County project. Unsure of the ongoing need.
6	Municipal Airport Improvements (Mountainair)	N	Unknown	Not Started	Unknown	Not a County project. Unsure of the ongoing need.

TORRANCE COUNTY
RESOLUTION NO. 2025 - 27

**A RESOLUTION ADOPTING THE FY 2027 TO FY 2031
INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN FOR
TORRANCE COUNTY**

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

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

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

WHEREAS, the Torrance County Commission has reviewed and discussed the 2027 to 2031 Infrastructure Capital Improvements Plan ("ICIP") during public meetings held on June 11, 2025, and June 25, 2025, respectively; and

WHEREAS, the County has contacted local jurisdictions regarding their ICIP priorities, and furthermore opened a public comment and engagement process which began on June 11, 2025; and

WHEREAS, the County received public input regarding ICIP priorities, which were discussed and implemented into the ICIP process, when appropriate.

NOW, THEREFORE BE IT RESOLVED, the Board of County Commissioners of Torrance County that:

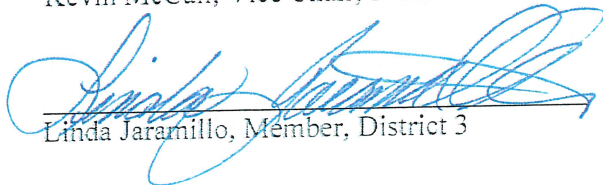
1. The County hereby adopts the FY 2027 to FY 2031 ICIP attached hereto as Exhibit A; and
2. It is intended that the ICIP be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for the County's infrastructure projects.

PASSED, APPROVED, AND ADOPTED THIS 9 DAY OF July, 2025.

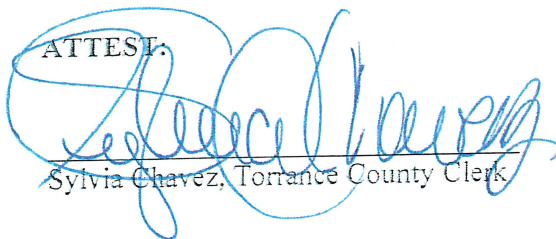
BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY:

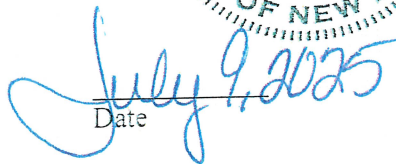

Ryan Schwebach, Chair, District 2


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

EXHIBIT A

TORRANCE COUNTY ICIP 2027 to 2031

2027

1	New County Government Offices
2	Fire Station Water Supression System plan and implementation
3	County Road Improvements (Martinez Rd)
4	Restoration and Preservation of Historical Records
5	P25/700 Mhz Public Safety Radio System Upgrade
6	Purchase/Equip Medical Response Vehicles
7	Fire Department Comprehensive Plan
8	Emergency Management Facility and Training Center
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
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
4	Mountainair Rodeo Grounds Improvement
5	Duran Schoolhouse Feasibility Study
6	Abbo Water System Development
7	Behavioral Health Treatment Facility/Telehealth

2029

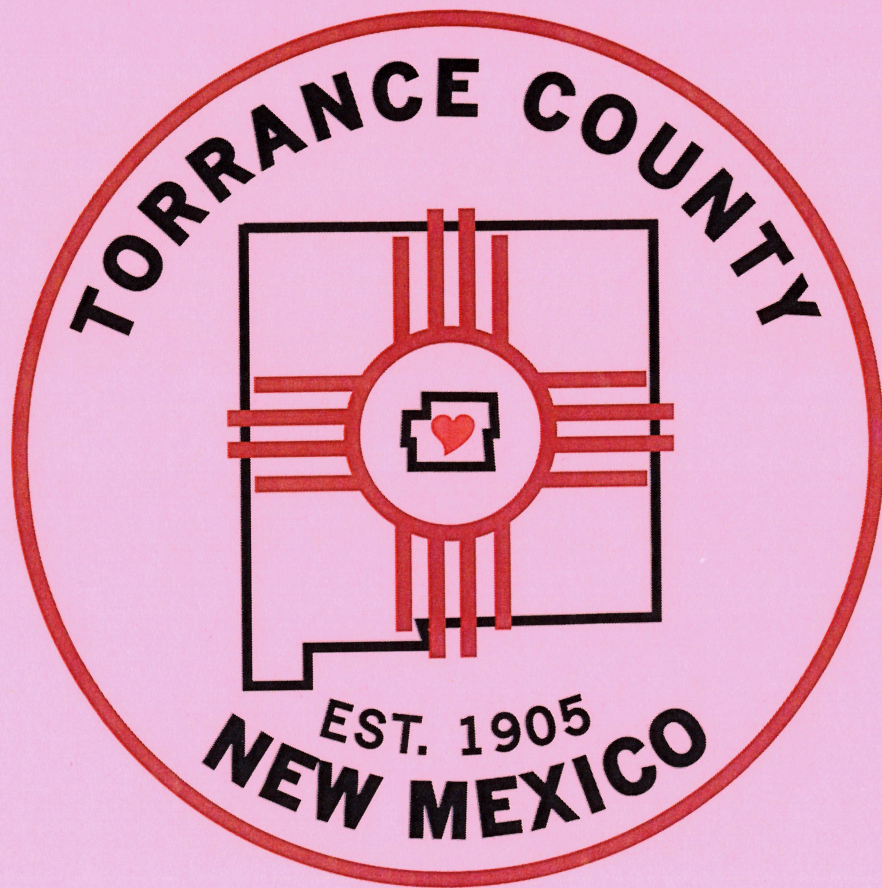
1	Emergency Management Equipment
2	Indian Hills Fire Station Fire Supression System
3	TC Fairgrounds RV/Water Hookups

2030

1	New Fire Station
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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	Torreón Well and Water System
6	Municipal Airport Improvements (Mountainair)



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 10 B



New Mexico
Department of Finance
and Administration

Michelle Lujan Grisham
Governor

Wayne Propst
Cabinet Secretary

April 29, 2026

VIA EMAIL

Jordan Barela
Torrance County Manager
jjbarela@tcnm.us

Re: Fiscal Year 2027 Local DWI Grant Program Allocations

Dear Mr. Barela:

The New Mexico State DWI Grant Council (Council) met on April 21, 2026, to allocate Local DWI Grant Program funds for Fiscal Year 2027. It is my pleasure to inform you that the Council allocated an estimated amount of \$92,611.00 in Local DWI distribution funds to Torrance County.

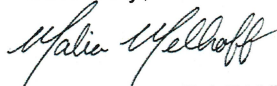
These Local DWI funds will be distributed to your county quarterly, on or before: September 10, 2026; December 10, 2026; March 10, 2027; and June 10, 2027. The amount of each quarterly distribution may vary because it is dependent upon the level of state liquor excise tax revenues collected during the previous three months. As a reminder, the fiscal agent is responsible for reviewing budgets and is responsible for any over expenditures.

There is no need for a grant agreement or pay requests to receive Local DWI distribution funds. However, please carefully read the Statement of Assurances that you signed and submitted with your Fiscal Year 2027 application. Our processing of quarterly distribution funds is dependent upon your compliance with these assurances.

The DWI Grant Council awarded \$70,224.00 in Local DWI grant funds for Fiscal Year 2027. Be advised that you cannot expend or incur costs against the Local DWI grant fund until the grant agreement with the Department of Finance and Administration (DFA) Local Government Division (LGD) has been fully executed. The LDWI Program Managers will develop grant agreements by working with the Torrance County DWI representative to complete any necessary revisions to the FY2027 budget and scope of work to finalize the grant agreement. The grant agreement must be fully executed and pay requests must be submitted for reimbursement of grant expenditures.

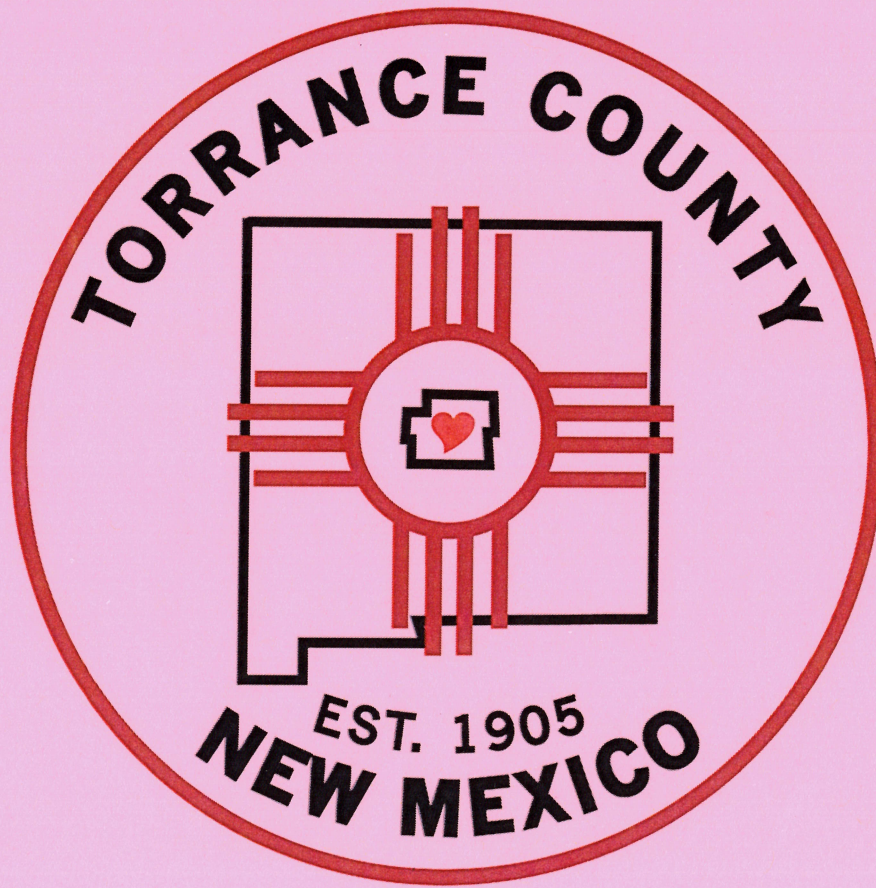
If you have any questions regarding this matter, please contact me at MaliaM.Melhoff@dfa.nm.gov or (505) 231-0735.

Sincerely,

A handwritten signature in black ink that reads "Malia Melhoff". The signature is written in a cursive style with a large initial "M".

Malia Melhoff, LDWI Bureau Chief
Local Government Division

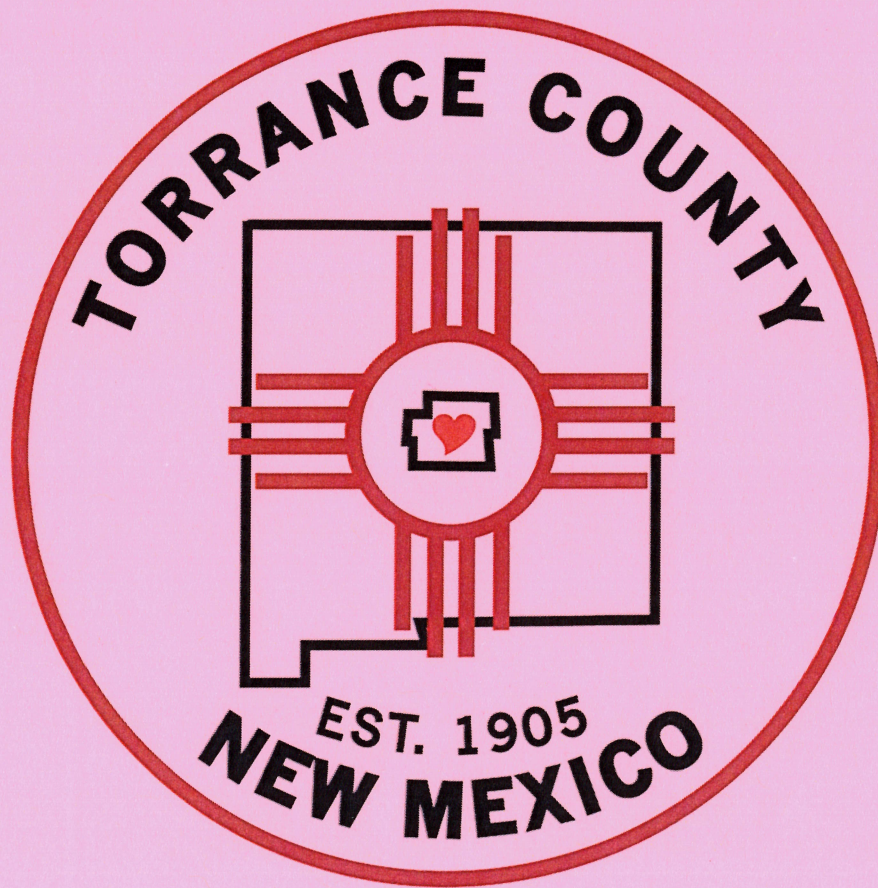
Cc: Michelle Jones, Deputy County Manager
Renee Ward, Deputy Cabinet Secretary/LGD Deputy Director
Hallie Brown, LGD Deputy Director



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

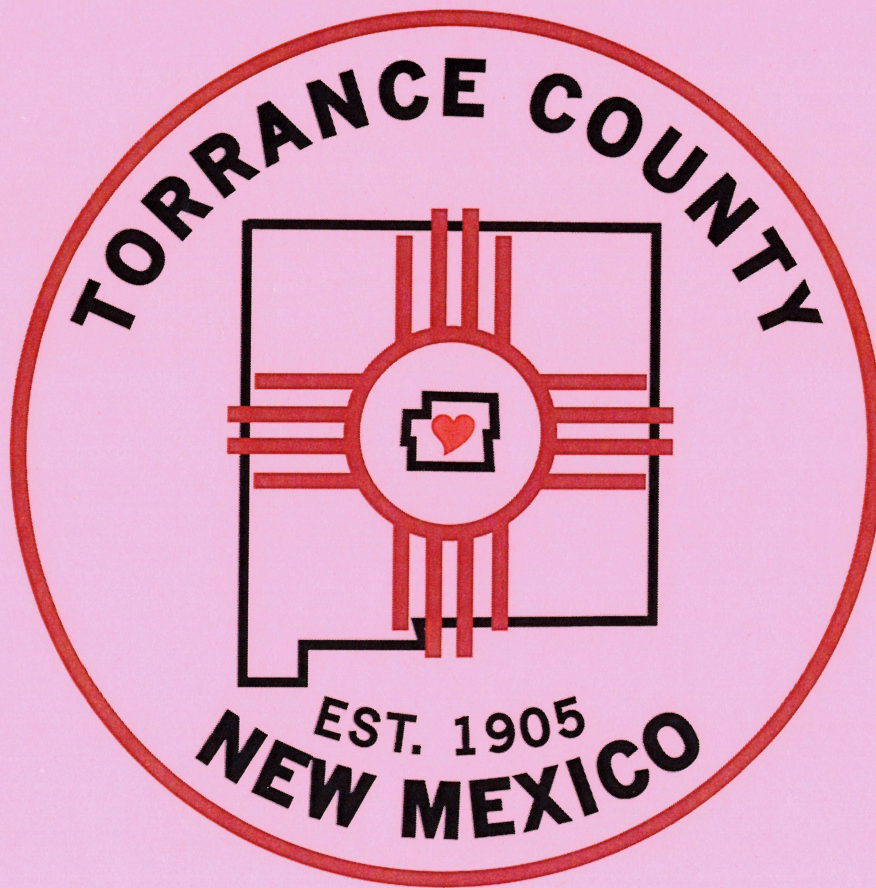
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

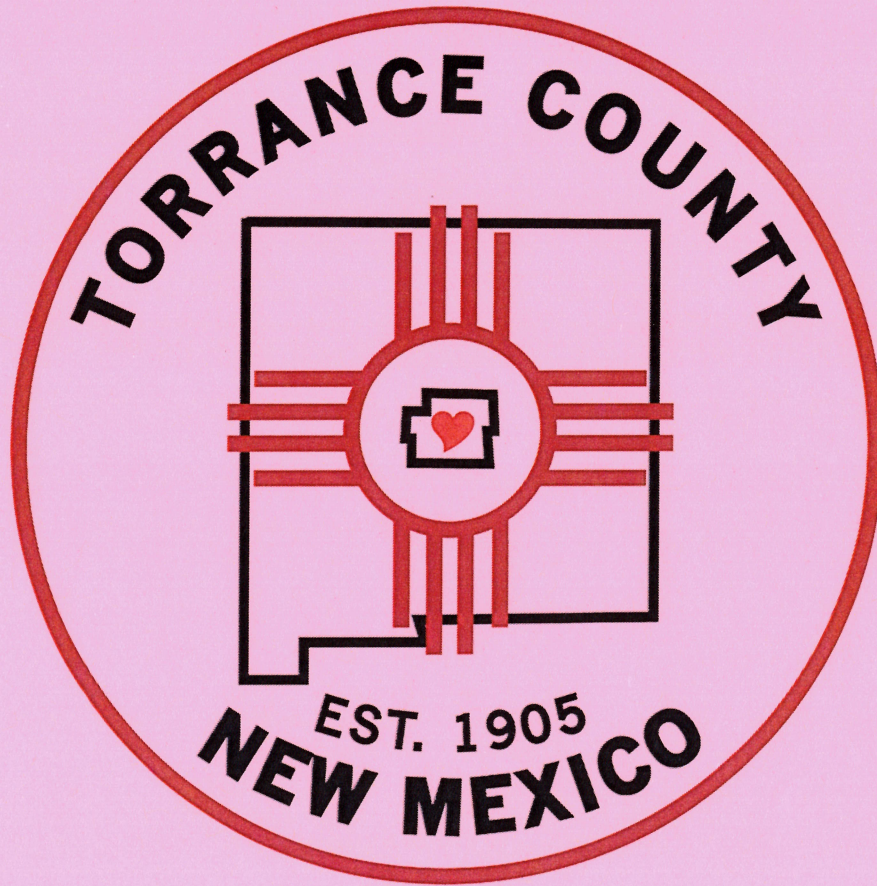
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

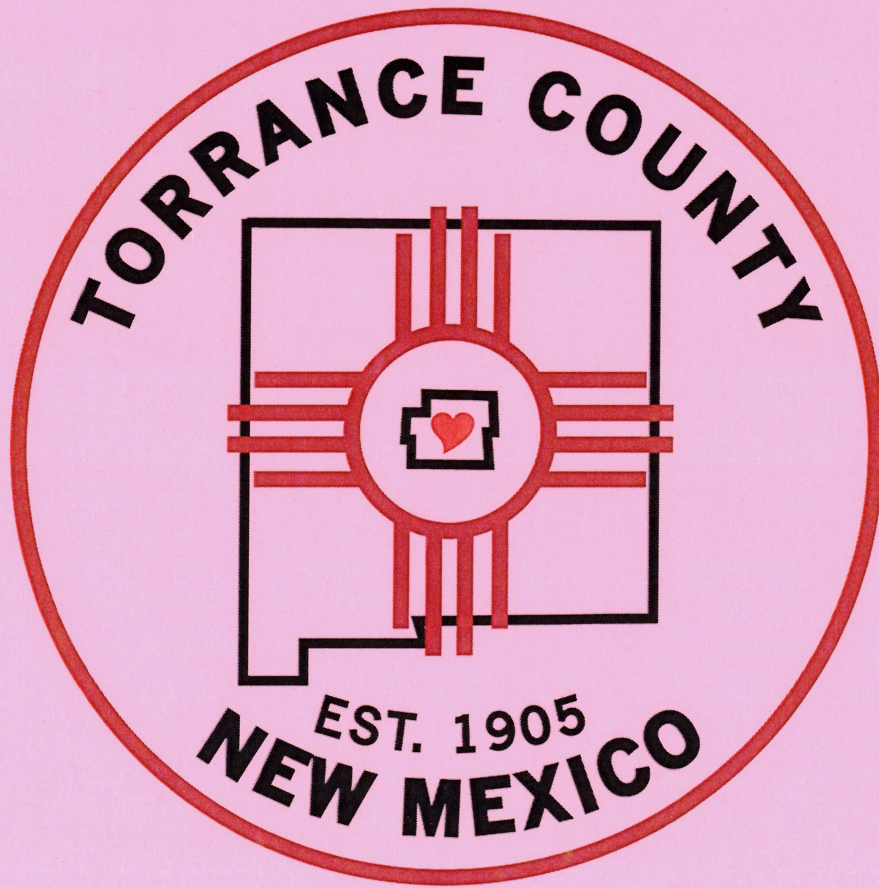
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

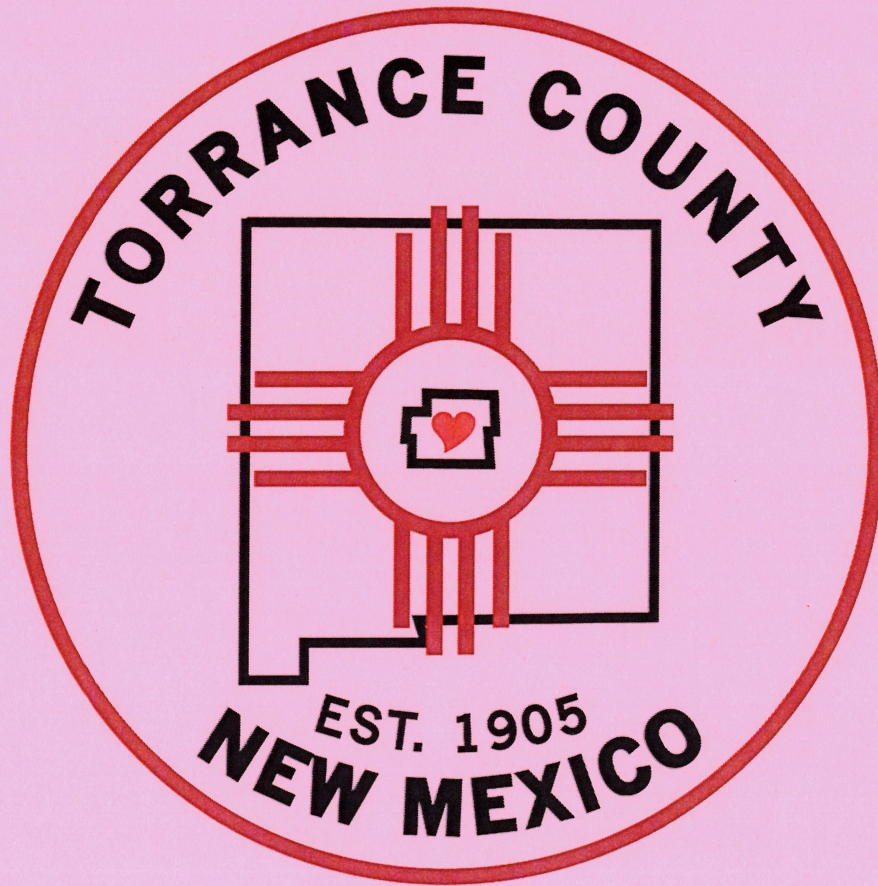
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

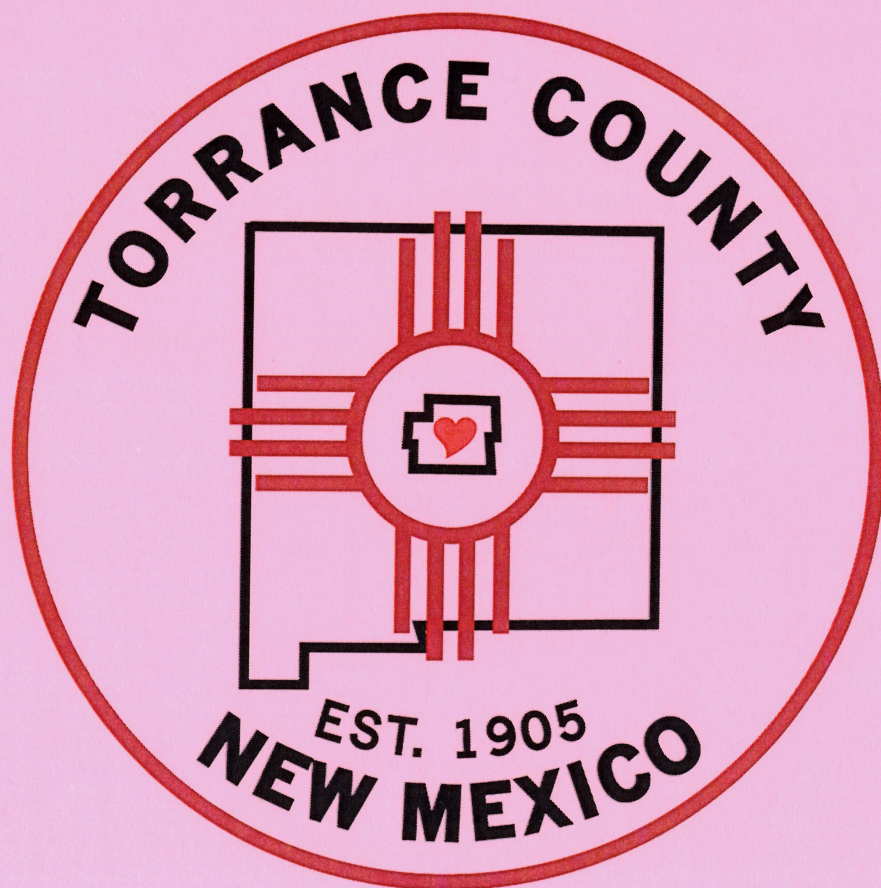
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 13



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 14