

TORRANCE COUNTY
COMMISSION MEETING
September 23, 2026
9:00 A.M.

For Public View
Do Not Remove

Torrance County
BOARD OF COUNTY COMMISSIONERS (BCC)
Ryan Schwebach, Chair, District 2
Kevin McCall, Member, District 1
Linda Jaramillo, Vice Chair, District 3

Stephanie Y. Reynolds, County Manager

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

ADMINISTRATIVE MEETING
AGENDA
WEDNESDAY, September 23, 2026 @ 9:00 AM
205 S. Ninth Street, Estancia, NM 87016

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE AND INNVOCATION**
3. **CHANGES TO THE AGENDA**
4. **PUBLIC COMMENT (Comment limited to TWO Minutes)**
5. **APPROVAL OF MINUTES**
   A. **COMMISSION:** Request approval of September 9, 2026, Regular Meeting Minutes of the Board of County Commissioners.
6. **CONSENT AGENDA**

A. **FINANCE:** Request approval of payables with a date range of September 3, 2026, through September 14, 2026.

7. **PRESENTATION**

A. **Jackie Muncy, Program Manager/Region 7,** Behavioral Health Reform and Investment Act (BHRIA) Program Update / Region 7

B. **Juvenile Justice (EVYFC), Rebecca Armstrong, Continuum Coordinator,** Annual update and board member renewal

C. **FIRST AMERICAN FINANCIAL ADVISORS, INC. County Municipal Advisor -** Robert Burpo, President. Presentation and introduction of Exus Renewables Battery Energy Storage System and potential Industrial Revenue Bond

8. **ADOPTION OF RESOLUTION/ ORDINANCE:**

A. **ASSESSOR:** Request approval of Resolution 2026-_____ approving the AMENDED Mill Rates for 2027 and signing the order to submit to the State of New Mexico Department of Finance and Administration.

B. **MANAGER:** Request approval of Resolution 2026-_____ approving budget adjustments as follows: Increase expenditures by $100,000.00 to County Infrastructure for repairs and upgrades to the Judicial Complex, Increase expenditures by $300,000.00 to Capital Infrastructure for the Roads Department for road repairs, Increase expenditures by $50,000.00 to the Election Fund for Election costs and the addition of re-authorized grant to the Legislative Appropriations fund budget in the amount of $115,713.08.

C. **MANAGER:** Request approval of Resolution 2026-_____ Declaring the Intent to approve an Ordinance issuing Industrial Revenue Bonds, Series 2026, for up to $150,000,000 for a new renewable energy battery farm to Britton Storage LLC. (Rob Burpo, First American Financial Advisors and Jill Sweeney, Taft Law Firm)

D. **PLANNING and ZONING:** (PUBLIC HEARING) Appeal application presented by Kate Ullrich. The applicant is aggrieved by the decision of the Planning and Zoning Board to grant the Southwest Property Solutions, LLC application for a summary Review; Create Type 3 Subdivision at the August 5, 2026, Planning and zoning meeting.

E. **PLANNING and ZONING:** Request approval of Resolution 2026-_____ approving the finding of rubbish, wreckage or debris upon lot numbered lot F-51 of Echo

Ridge replat, better known as 17 Washinton Loop, Moriarty, to be a menace to public comfort, health, peace, or safety and requiring removal.

F. **PLANNING and ZONING:** Request approval of Resolution 2026-_____ approving the finding of rubbish, wreckage or debris upon lot numbered lot A of the lands of Stuart on 2 Dusty Court to be a menace to public comfort, health, peace, or safety and requiring removal.

G. **PLANNING and ZONING:** Request approval of Resolution 2026-_____ approving the finding of rubbish, wreckage or debris upon lot numbered lot 14 Block 5 Unit 10 of Estancia Ranchettes located in Moriarty, to be a menace to public comfort, health, peace, or safety and requiring removal.

H. **ROADS:** Request approval of Resolution 2026-_____ approving PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

9. APPROVALS/ACTION ITEM

A. **MANAGER:** PMS Medical Services discussion. Request approval of MOA between Presbyterian Medical Services and Torrance County concerning the allocation of funds to offset the increased expenses for cleaning and meals for Torrance County Senior Citizen Centers.

B. **MANAGER:** PMS Medical Services discussion. Review, discussion and request approval for the PMS Mountainair Clinic Lease and Slide letter of leases with PMS.

C. **MANAGER:** Request approval to revert Grant Funds to the State of New Mexico for the Duran Water projects.

D. **MANAGER:** Request approval to revert Grant Funds to the State of New Mexico for the Fire Department's comprehensive plan grant.

E. **TREASURER:** Request approval to re-classify the position of Delinquent Tax Field Specialist to Delinquent Tax Field and Property Specialist with a $1.50/ hourly wage increase.

10. DISCUSSION

Administrative Meeting **Agenda** **September 23, 2026**

A. CLERK'S REPORT

B. MANAGER'S REPORT:

1. The publications for the public hearing for the amendment to County Ordinance 2003-01 the Economic Development Ordinance have been published and is scheduled for October 14, 2026, during the commission meeting which begins at 9:00am.
2. Discussion reallocation of current county administration building after new county administration building is operational.

C. COMMISSIONERS' REPORTS:

A. Commissioner McCall, District 1
B. Commissioner Schwebach, District 2
C. Commissioner Jaramillo, District 3

11. EXECUTIVE SESSION: -

A. COMMISSION:

12. CONSIDERATION OF ACTION(S)

a. COMMISSION:
(Roll Call Vote)

13. Announcement of the next regular Board of County Commissioner's Meeting:

October 14, 2026

14. SIGNING OF OFFICIAL DOCUMENTS

15. ADJOURNMENT

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



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 1



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 2



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 3



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 4



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 5-A

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

Commissioner's Present:

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

Others Present:

STEPHANIE REYNOLDS- COUNTY MANAGER
MICHELLE JONES-DEPUTY COUNTY MANAGER
MICHAEL GARCIA- COUNTY ATTORNEY
SYLVIA CHAVEZ-COUNTY CLERK
JANELLE POTTS- ADMINISTRATIVE CLERK
DON GOEN – PLANNING & ZONING DIRECTOR

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

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2. **Pledge of Allegiance and Invocation:** pledge led by Chairman Schwebach; Invocation led by Commissioner Jaramillo.

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3. **Changes to the Agenda:** No changes to agenda.

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4. **Proclamations:** Proclamation is attached to the packet; during meeting it was read by County Clerk Sylvia Chavez

A. Perpetual Tears Memorial Inc.; Proclamation naming September as "Suicide Prevention Month" in Torrance County

Debbie Ortiz

-
    - Thanked the Commission and acknowledged that **mental health and suicide-related challenges are a significant concern in the community**.
    - Requested a **moment of silence** for:
        - Community members who are currently struggling.
        - Families who have lost loved ones.

        - Individuals and families dealing with difficult circumstances.
        - Those affected by suicide and the need for continued **suicide prevention efforts in the county**.
    - Offered condolences and support to affected families.
    - Explained that the organization is scheduled to provide additional information on the **services available throughout the county** as part of the meeting agenda.

Crisis Hotlines and Public Awareness

- Chairman Schwebach asked **where residents can find information about available crisis hotlines and assistance**.
- Ms.Ortiz explained that information is being distributed through multiple community channels:
    - **Social media/Facebook pages**.
    - **Local schools**, which are provided with hotline information.
    - **Community events and outreach activities**, where informational materials are distributed directly to residents.
    - Upcoming community events, including the **Sunflower Festival, Pinto Bean Festival, and Pumpkin Chunkin**, where the organization plans to continue providing crisis-resource information.
- The goal is to ensure that residents have access to **crisis and support resources before they need them**.

Emergency Assistance

- Commissioner Jaramillo asked whether someone experiencing an immediate crisis can **call 911**.
- **Representative confirmed that 911 should be called when someone is experiencing an immediate emergency or is in immediate danger.**
- The **988 Suicide & Crisis Lifeline** is also available nationwide by call or text for people experiencing emotional distress or a mental-health crisis. It is available **24 hours a day, 7 days a week**, and is free and confidential. 988 Lifeline+1

Commissioner's Response

- Commissioner Jaramillo expressed being **deeply saddened by the situation and the impact on families and the community**.
- The discussion reflected the Commission's recognition of the importance of:
    - **Suicide prevention**

- **Accessible crisis services**
- **Community awareness**
- **Early access to support**
- Ensuring residents know **where to turn during a crisis**

Chairman Schwebach motions to declare month of September suicide prevention month; Seconded by Vice- Chair Jaramillo

- **Roll call vote;**
  - Schwebach – yes
  - Jaramillo – yes
  - McCall – yes

Motion Carried

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5. <u>Awards and Recognitions: -County Manager; Stephanie Reynolds</u>

A. Announcement of employee years of service

a. Roads- Heath Lloyd (1)

b. Ems/Fire- Brandon Myers (1)

c. Ems/Fire- Lorraine Dean (1)

d. Sheriff- Robert Michell (2)

e. Animal Services- Tanisha Starr (3)

f. Dispatch- Heather Costa (5)

g. Finance- Franchesca Archuleta (6)

h. Roads- Stetson Lujan (7)

i. Finance- Joanna Romero (8)

j. Manager- Juan Morales-Casas (12)

k. Roads- Charmen Padilla (13)

l. Sheriff- Kent Ballard (19)

m. Clerk- Sylvia Chavez (21)

n. Dispatch- Julissa Tucker (25)

6. Public Comment: (Comment limited to TWO Minutes)

Andy Chavez

- Addressed the commissioners in a friendly and constructive manner, emphasizing the importance of public trust and accountability.
- Encouraged commissioners to work toward regaining the confidence, support, and trust of their constituents amid recent concerns and dissatisfaction.
- Urged commissioners to:
    - Look more deeply into issues being brought forward by members of the community.
    - Continue asking questions and investigating concerns rather than accepting information at face value.
    - Demonstrate that they care about the people they represent.
    - Put the interests of their constituents ahead of personal interests.
    - Remain independent and not allow outside individuals or influences to sway them away from what they believe is right.
- Specifically acknowledged that commissioners have already demonstrated positive behavior, noting that the speaker had observed them asking questions and showing concern about community issues.
- Expressed confidence that commissioners could perform well in their roles if they continue to prioritize their constituents and exercise independent judgment.
- Addressed individuals in the audience who may be seeking to become commissioners, encouraging them to follow the same principles:
    - Serve the people who elected them.
    - Prioritize community needs over personal interests.
    - Remain focused on their responsibility to constituents.
- Addressed Commissioner Jaramillo directly, thanking her for her service and contributions.
    - Encouraged Commissioner Jaramillo to remain level-headed.

- Advised her to maintain a professional and respectful demeanor when constituents approach her, particularly avoiding appearing defensive or confrontational.
- Emphasized that constituents should be able to approach their elected representatives openly and respectfully.

George Hyatt

- Raised concerns that some recent county business and decision-making has not appeared as transparent or "above board" as it should be.
- Encouraged members of the community to speak up and ask questions regarding county activities and decisions.
- Specifically expressed concerns about:
  - The use of non-disclosure agreements (NDAs) and whether they may be limiting transparency.
  - A perceived lack of communication and coordination among commissioners'/county officials.
  - Whether commissioners are adequately informing one another and the public about significant developments.
- Referenced the upcoming approximately $2 billion project/development, expressing concern about the lack of publicly communicated information regarding community involvement.
- Asked how the local community will participate in and benefit from the project.
- Specifically questioned whether the county is:
  - Hiring local companies and contractors to perform work associated with the project.
  - Creating opportunities for county-based businesses and residents to participate economically.
- Expressed concern that significant portions of the work or business appear to be coming from outside the county, rather than being directed toward local businesses.

Darrell Fixler

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  - Addressed the Chairman and Commissioners and expressed appreciation for the opportunity to serve Torrance County and its Fire Department.

- Explained that he joined the county in July 2024 with the goals of:
  - Serving the local community.
  - Supporting firefighters and EMS personnel.
  - Maintaining his paramedic skills.
- Stated that past Chief Wyndham recognized his experience and provided him with an opportunity to serve as Assistant Chief of Training.
- Accepted the position despite what he described as significant limitations:
  - No dedicated training budget.
  - Lack of equipment.
  - No established training program.
- Reported that he used personal resources and obtained donations to help provide personnel with necessary training and equipment.

Training and Department Accomplishments

- Reported significant progress in firefighter and EMS training during his tenure:
  - Eight firefighters graduated from the New Mexico Fire Academy in 2024.
  - An additional eight firefighters graduated in 2025.
  - Seven EMTs graduated the week before the meeting.
- Credited Chief Smith, department crews, and himself with working to improve:
  - Training.
  - Certifications.
  - Operational readiness.
  - Overall preparedness of department personnel.

Concerns Raised

- Fixler stated that he could no longer continue working under the current environment, citing:
  - Ongoing conflict.
  - Division within the department.
  - What he characterized as dishonesty.
  - Lack of accountability.

- Conditions that he said were interfering with his mission and the department's mission.

- Reported that he had previously raised concerns involving:
  - Equipment accountability.
  - Operational readiness.
  - The concentration of critical responsibilities within certain positions.
- Emphasized that these concerns were raised from the standpoint of employee and public safety, accountability, and protection of the county and its employees.

Resignation

- Fixler stated that the return of the Deputy Chief, combined with the decision to allow what he described as the circumstances contributing to the department's hostile and dysfunctional environment to continue, led him to conclude that he could no longer remain in the position.
- Said he was unwilling to compromise:
  - His personal values.
  - His professional standards.
  - Standards important to the well-being of his family.
- Submitted his resignation from the Torrance County Fire Department, effective September 11.

Future Employment

- Fixler announced that he has accepted a new position with the Department of Defense.
- Stated that he has been promoted to serve as a training chief overseas, where he will continue developing and training firefighters in a different capacity.
- Described the new role as an opportunity to continue serving and contributing to the war effort.

Personal Acknowledgment

- Expressed special appreciation to his wife and son for supporting him through the long hours, nights, and personal sacrifices associated with his work.
- Reiterated that his efforts were intended to make the Fire Department stronger, safer, and better prepared.
- Thanked the Commission and Torrance County for allowing him to serve.

- Concluded by expressing his hope that the department and its personnel can move forward.

Nathan Dial

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    - Appeared before the Commission to continue raising concerns regarding EMWT Regional Water Association (EMWT) and its relationship with EMW Gas Association.
    - Clarified that his concerns were directed at the structure, governance, accountability, and documentation surrounding the organizations, rather than at the individual employees carrying out assigned duties.

EMW Gas Administrative Support to EMWT

- Mr. Dial stated that EMW Gas invoices EMWT on a monthly basis for:
    - Office space.
    - Up to 80 hours of administrative work.
- He questioned whether it is appropriate for a full-time position associated with one public utility to spend a substantial portion of its time handling paperwork for another utility.
- He also questioned the governance arrangement under which EMW Gas has a voting representative on the EMWT board.
- Mr. Dial characterized these as questions of public-utility accountability and organizational structure, rather than criticism of the employee performing the administrative work.
- Current EMWT information confirms that the organization has a nine-member board, with the ninth member appointed by the EMW Gas Association.
- EMWT's January 2026 agenda also specifically included an item concerning "Sharing a EMW Gas Employee and Keeping the Estancia Office for the Water Company," indicating that the shared-employee/office arrangement has been an item of board discussion.

Previous Presentation to the Commission

- Mr. Dial said that in 2023 he previously appeared before the Commission regarding his concerns about EMWT.

- He stated that he provided the Commission with a substantial amount of supporting documentation.
- He contrasted that documentation with what he described as a much smaller amount of documentation presented by the then-chair of the EMWT board.
- Mr. Dial said that, after continued disagreement over the issue, he was approached by members of the Commission in his capacity as mayor and asked what would resolve his concerns.

EMWT Mission vs. Governing Documents

- Mr. Dial stated that he supports the underlying mission of EMWT.
- He referenced the concept of developing a regional water system that could move water between communities, including a proposed Willard-to-Moriarty trunk line, as a concept he believes can benefit residents.
- However, he argued that there is a disconnect between what is publicly presented as EMWT's mission and what its governing documents and actions permit.
- EMWT's current stated mission is to supply safe water to the Estancia Valley through a regional distribution system, protect groundwater resources, and "keep the water in the Valley."
- EMWT's published history states that the organization was formed in 2014 through a Joint Powers Agreement involving Estancia, Moriarty, Willard, and Torrance County and that it was incorporated as an inter-community water supply association.

Letter of Incorporation / Governing Document

- Mr. Dial identified the letter/articles of incorporation as his primary concern.
- He stated that, in his view, the document was improperly signed by the Town of Mountainair and needs to be reviewed.
- He proposed that the governing document be:
    - Rewritten.
    - Reviewed for language concerning the ability to move water outside Torrance County.
    - Revised to remove language that he believes permits water to leave the county.
    - Revised to remove the EMW Gas voting representative from EMWT's governing structure.
    - Returned to the participating governmental entities for new votes and signatures.

- Mr. Dial said he first proposed this approach approximately three years ago and believes the requested changes have not been adequately addressed.
- He emphasized that, in his view, the governing document is more important than public presentations or statements because it is the legally binding document governing the participating entities.

Water Leaving Torrance County

- Mr. Dial expressed particular concern about provisions that he believes could allow water to be transferred outside Torrance County.
- He referenced ongoing issues involving water rights and State Engineer actions, including water being converted or transferred for sale.
- He argued that public statements indicating water will remain within the county should be consistent with the actual language contained in EMWT's governing documents.
- His central point was that he wants the Commission and participating entities to review the actual governing documents rather than relying solely on public statements, presentations, or mission statements.

EMWT Administration and Staffing

- Mr. Dial questioned why EMWT does not have its own dedicated administrator, particularly given the level of funding and projects he believes the organization is receiving.
- He suggested that EMWT should:
    - Hire its own administrator.
    - Avoid relying on county resources to perform administrative functions.
    - Establish clear responsibility for water-system operations.
- He also raised a question about the status of the water operator, stating that he understood the operator may be working under contract rather than as an EMWT employee.
- He argued that EMWT should have clearly defined staffing and operational responsibilities as it expands its water-system activities.

Safety, Accountability, and Liability Concerns

- Mr. Dial stated that he was raising these issues because he believes future problems could create significant accountability or liability concerns if the governing structure is not clarified.
- He stressed that his objective is to ensure that:
    - The governing documents accurately reflect the organization's stated mission.

- Responsibilities between EMWT, EMW Gas, the county, and participating municipalities are clearly defined.
- Water resources are managed consistently with the commitments made to residents.
- Administrative and financial responsibilities are properly assigned.

- He offered to provide the Commission with documentation supporting his concerns and indicated that he was willing to discuss the matter further.
- Mr. Dial specifically asked the Commission to consider:
  - Reviewing the EMWT letter/articles of incorporation.
  - Determining whether revisions are necessary.
  - Reviewing the role of the EMW Gas voting member on the EMWT board.
  - Considering whether EMWT should employ its own administrator.
  - Clarifying EMWT's water-operator arrangement.
  - Reviewing provisions concerning water leaving Torrance County.
  - Comparing EMWT's governing documents with its public mission and stated objectives.
  - Addressing the issues before they result in future operational, legal, or accountability problems.

Linda Gallegos

- Announced an East Mountains Veterans Services Fair taking place today from 11:00 a.m. to 2:00 p.m.
- The event is being held at the Village of Tijeras Council Chambers, located at 12 Camino Municipal, Tijeras.
- Explained that representatives will be available to assist veterans with several benefits and services, including:
  - Lifetime park passes.
  - Disability-related property tax exemptions and waivers.
  - Hospital/VA-related benefits.
  - GI Bill information.
  - Benefits for surviving spouses.

- Advised veterans to bring:
    - VA award letter
    - DD-214
    - Proof of residency
- For surviving spouses, she advised bringing:
    - Marriage certificate
    - Death certificate
- Additional resources available at the fair include:
    - Healthcare.
    - Housing assistance.
    - Mental-health resources.
    - Education.
    - Service-dog programs.
    - Food assistance.
    - Business and entrepreneurship mentorship.
    - Other veteran-support services.
- Torrance County Assessor's Office will also be present to assist veterans with applicable property-tax questions and benefits.

*Zoom

No Comment

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7. <u>Approval of minutes:</u>

A. COMMISSION: Request approval of August 26, 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

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8. Consent Agenda:

A. FINANCE: Request approval of payables with a date range of August 20, 2026, through September 1, 2026

Motion; Chairman Schwebach motioned to approve payables; Seconded by Vice-chair Jaramillo

- **Roll call Vote;**
  - Schwebach – yes
  - McCall - yes
  - Jaramillo – yes

Motion carried

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9. Presentation:

A. PERPETUAL TEARS MEMORIAL INC. (PTMI) OFFICE OF SUBSTANCE ABUSE PROGRAM (OSAP) PUBLIC HEALTH TORRANCE COUNTY (HEALTH COUNCIL) **(PHTC)** DEBBIE ORTIZ, PREVENTION COORDINATOR, COMMUNITY UPDATE:

- Debbie Ortiz, representing the Partnership for Healthy Torrance Community, provided an overview of countywide prevention, health, and behavioral-health initiatives.
- Debbie introduced Angela Zamora, Community Health Worker, who works with the organization out of the Memorial of Perpetual Tears.
- Debbie also introduced Judy Zamora Gutierrez, the newly hired Torrance County Teen Court Coordinator, and welcomed her to the county team.

Prevention and Youth Outreach

- The Partnership for Healthy Torrance Community works on prevention initiatives throughout Torrance County, including:
  - School-based prevention education.
  - Youth education regarding the risks of drugs, alcohol, tobacco, vaping, and other substances.
  - Tobacco cessation and vaping cessation programs.

    - Red Ribbon Week activities promoting drug-free lifestyles.
- Debbie reported increasing concern about the ways youth are concealing and using vaping products, noting that vaping devices can be disguised as ordinary items such as pens and other everyday objects.
- The organization recently attended a CADCA convention in Florida, where they learned about emerging methods youth are using to conceal and access vaping products.

THC Products and Merchant Education

- Debbie expressed significant concern regarding THC-infused products that are readily available in convenience stores, particularly products that are attractive to youth.
- Examples discussed included:
    - THC-infused drinks.
    - Gummies and candy resembling well-known youth-oriented brands.
    - Snack products designed to resemble familiar foods.
- The Partnership conducts merchant education and sign-on efforts, encouraging retailers to comply with laws prohibiting tobacco sales to individuals under 21.
- Debbie stated that merchants themselves are increasingly asking for assistance in addressing the availability and marketing of THC products.
- The organization is working to make schools, parents, merchants, and the community more aware of these products and the potential risks to youth.

Narcan Distribution and Fentanyl Awareness

- Debbie reported that the organization is actively distributing Narcan (naloxone) to anyone who wants to carry it.
- Torrance County serves as a regional/southeastern distribution hub for Narcan in New Mexico.
- More than 1,000 Narcan packets were distributed during the previous month.
- The organization worked closely with Mountainair during its fentanyl crisis, including providing:
    - Narcan training.
    - Narcan distribution.
    - Community education regarding overdose response.
- Debbie emphasized that carrying Narcan should be destigmatized, noting that an overdose can affect individuals who may not use illicit drugs, including someone who accidentally takes too much prescribed pain medication.
- Narcan is available through the organization at the Memorial of Perpetual Tears and can be:
    - Picked up.
    - Mailed.
    - Delivered.
    - Accompanied by training on proper use.
- Debbie explained that Narcan is administered nasally and stated that, when an overdose is suspected, community members should:
    - Attempt to rouse the person.

    - Call 911.
    - Administer Narcan.
    - Stay with the individual.
    - Administer a second dose if necessary while awaiting emergency responders.
- It was explained that administering Narcan to someone who is not experiencing an opioid overdose is not expected to harm them.

Fentanyl Test Strips

- Debbie discussed the availability of fentanyl test strips but expressed concerns about their effectiveness because illicitly manufactured pills can contain highly variable amounts of fentanyl.
- She explained that one pill may contain a potent amount while another pill from the same source may contain little or none, making testing less reliable as a complete safety measure.

Narcan Vending Machines

- Debbie reported that Narcan vending machines are being placed throughout the state.
- Some locations are using repurposed newspaper boxes to distribute Narcan without requiring individuals to provide personal information.
- Mary Anfield has requested a Narcan vending machine for Mountainair, and the organization is working toward obtaining one.
- Debbie emphasized that fentanyl is a communitywide concern and that no one should assume they are immune to the problem.

Vaccination Clinics

- The organization works with the New Mexico Department of Health (DOH) to provide vaccination clinics throughout Torrance County.
- Special attention is given to outlying communities such as Mountainair and Estancia, helping residents who may have difficulty traveling to larger population centers.
- Clinics and outreach support vaccination for:
    - Flu.
    - COVID-19.
    - Recommended childhood vaccinations.
- The goal is to improve access to vaccines for residents throughout the county.

Cannabis Lock-Up Program

- Angela Zamora explained the organization's work with local cannabis dispensaries.
- The organization previously worked with all three Torrance County dispensaries and currently plans to work with the Moriarty dispensary and begin working with the Pecos dispensary in Edgewood.
- The program provides free lock bags and lock boxes to parents and guardians who have cannabis in their homes.

- The materials carry the message "Lock It Up. Let's Be Blunt," encouraging adults to securely store cannabis away from children and youth.
- Each lock bag or box contains a QR code linking to a survey.
- The survey is intended to collect information regarding:
    - Cannabis use.
    - Parents' and guardians' perceptions of cannabis-related risks.
    - Community attitudes toward potential harm associated with cannabis.
- Angela encouraged anyone interested in the materials to contact the organization because the lock bags and boxes are provided free of charge.

Youth and Teen Mental Health First Aid

- Angela Zamora stated that she is a certified Youth and Teen Mental Health First Aid instructor.
- The organization provides mental-health first-aid training for:
    - Youth.
    - Teachers and school personnel.
    - Parents.
    - Community members.
    - Nearby communities and organizations.
- Angela encouraged schools, organizations, and community members interested in training to contact her or the Memorial of Perpetual Tears.

Red Ribbon Week and National Guard Partnership

- Debbie discussed upcoming Red Ribbon Week activities focused on drug prevention.
- The organization is working with Mountainair and Estancia schools.
- The National Guard is expected to participate in prevention activities, including:
    - An interactive rock-climbing wall.
    - Youth engagement activities.
    - Drug-free prevention messaging.
- Debbie acknowledged that "just say no" is an older prevention message but stated that the underlying message remains important.

Behavioral Health / SB 3 Funding

- Commissioners asked about the implementation of SB 3 behavioral-health funding available to New Mexico counties.
- Debbie explained that the funding is distributed through the judicial districts and that Torrance County is part of Judicial District 7 / Region 7, along with surrounding counties.
- Socorro County has taken a coordinating role in receiving requests for the available funding.
- Debbie stated that requests have been submitted through Jackie Muncy for potential behavioral-health support in Torrance County.
- Proposed uses discussed included:

    - Support for senior centers.
    - Services and resources for seniors experiencing behavioral-health challenges.
    - Equipment for the Silver Sneakers exercise program held at the Memorial of Perpetual Tears in Moriarty.
- The Silver Sneakers program meets Mondays, Wednesdays, and Fridays.
- Debbie estimated the available funding at approximately $67,000 annually for three years.
- Debbie has invited Ms. Muncy to attend a future commission meeting to explain:
    - SB 3.
    - Available funding.
    - How Torrance County can access the funds.
    - Potential uses for youth and behavioral-health services.
- A community meeting related to the Behavioral Health Reform Investment Act was announced for October 26, from 12:00–1:00 p.m., at the 6th District Court, 903½(?) [address as read during meeting]. The exact address should be verified against the official meeting announcement before inclusion in the final official minutes.

Mental Health Services in Torrance County

- Debbie expressed concern about the lack of permanent mental-health providers located within Torrance County.
- She stated that providers have expressed interest in serving the county but often propose:
    - Telehealth-only services.
    - Limited days of in-person service.
    - Services restricted to Medicaid patients.
- Debbie emphasized that residents with private insurance or other coverage also need access to local mental-health services.
- She encouraged behavioral-health providers to establish a permanent presence in Torrance County, rather than requiring residents to travel outside the county.
- Commissioners discussed the possibility of transportation assistance for residents who must travel to Socorro or Albuquerque for behavioral-health services.
- Debbie stated that, when local services are unavailable, transportation to available services may be the next-best option, but the preferred solution is to establish services within Torrance County.

Potential Behavioral-Health Provider

- A commissioner reported being in contact with a provider located in Edgewood who is interested in establishing services in the area.
- The provider appears particularly interested in drug- and alcohol-rehabilitation services.
- The commissioner offered to connect the provider with Debbie and the Partnership for Healthy Torrance Community.
- Debbie noted that the organization has previously used grant funding to provide gas cards to families who needed assistance transporting individuals to mental-health appointments in Edgewood or elsewhere.

- The program has also worked with school districts to identify families who may need transportation assistance.

Teen Court Program

- Judy Zamora Gutierrez, newly appointed Torrance County Teen Court Coordinator, provided an update on the program.
- Judy reported that she has been in the position for approximately one month and has already begun outreach to local schools and administrators.
- She has contacted representatives at:
    - Moriarty Middle School.
    - Edgewood Middle School.
    - Moriarty school administration.
    - Estancia school administration.
- Judy has also introduced herself to Superintendent Bibiano and Estancia Superintendent John Maldonado.

Purpose of Teen Court

- Judy explained that Teen Court is a restorative-justice and intervention/diversion program serving youth generally between ages 12 and 18, and in some circumstances 19-year-olds who are still attending school.
- The program is designed to:
    - Avoid simply punishing youth for mistakes.
    - Provide resources and tools.
    - Encourage accountability.
    - Help youth make better choices and decisions.
    - Develop coping and problem-solving skills.
- Referrals may come from:
    - Juvenile Probation/JPO.
    - Schools.
    - Law enforcement.

Peer-Based Approach

- Judy emphasized the importance of youth interacting with their peers during the Teen Court process.
- Youth may feel more comfortable discussing their actions, experiences, and emotions with peers than with adults.
- The program seeks to create an environment where youth can openly discuss what happened while learning healthier ways to respond to difficult situations.
- For example, youth involved in school conflicts or fights can learn coping strategies and hear from peers who have faced similar circumstances and achieved better outcomes.

Teen Court Referrals

- Judy stated that Moriarty/Edgewood schools are currently providing more referrals than Estancia.
- She would like to increase referrals from Estancia and other local schools.
- Judy has spoken with school resource officers (SROs) about their ability to make referrals and plans to continue working with school leadership to strengthen the referral process.

Teen Court Community Service Opportunities

- Judy requested assistance from the county, local organizations, businesses, and community groups in identifying community-service opportunities for youth ages 12–18.
- She specifically noted that younger youth, including ages 12–16, need appropriate opportunities that they can safely and meaningfully complete.
- Judy has already established one opportunity with Stacy Leslie, Estancia agriculture teacher, who has allowed Teen Court participants to perform community service at the Estancia Garden.
- Judy would like to develop opportunities throughout:
    - Edgewood.
    - Moriarty.
    - Mountainair.
    - Estancia.
- Community organizations with possible service opportunities were encouraged to contact Judy directly.

Commission Discussion / Follow-Up

- Commissioners expressed appreciation for learning about the wide range of services being provided through the Memorial of Perpetual Tears and the Partnership for Healthy Torrance Community.
- The discussion indicated a need for continued coordination among:
    - Torrance County.
    - Schools.
    - Law enforcement.
    - Behavioral-health providers.
    - Community organizations.
    - Teen Court.
    - New Mexico Department of Health.
- Commissioners expressed interest in continuing discussions regarding:
    - SB 3 behavioral-health funding.
    - Establishing local mental-health services.
    - Transportation for residents needing behavioral-health care outside the county.
    - Potential teen-center programming.
    - Narcan access and education.
    - Community-service opportunities for Teen Court participants.
- Ms. Muncy is expected to attend a future commission meeting to provide additional information about SB 3 funding and implementation.

- The Partnership for Healthy Torrance Community offered to return to a future commission meeting to provide additional updates and answer questions.

B. **FIRST AMERICAN FINANCIAL ADIVSORS, INC. COUNTY MUNICIPAL ADVISOR-** ROBERT BURPO, PRESIDENT. PRESIDENT. PRESENTATION OF PALOMAS ENERGY INDUSTRIAL REVENUE BOND (IRB) PILOT PAYMENTS AND SCHOOL DISTRACT ALLOCATIONS:

- **Mr. Burpo**
  - Presented an overview of the proposed **Pattern Energy wind project in Torrance County**, including turbine locations, projected generation, payments in lieu of taxes (PILOT), distribution of revenues, water use, eminent domain, and end-of-project requirements.
  - The presentation was made in connection with the Commission's consideration of the project and anticipated public hearing.
  - Pattern currently identifies **Palomas Wind** as an 800-MW project under development in San Miguel and Torrance Counties and separately identifies other Pattern projects in the region.

Project Location and Turbines

- The presenter explained that the portion of the project within the **Moriarty School District** is located near the I-40/US-285 area.
- The portion associated with the **Vaughn School District** is located farther south near Highway 60.
- The proposed project discussed in the presentation consists of **50 wind turbines**:
  - **7 turbines (14%)** in the Moriarty School District.
  - **43 turbines (86%)** in the Vaughn School District.
- Assuming each turbine produces **4.5 megawatts**, the presenter calculated total project capacity at approximately **225 MW**.
- The presenter stated that the project documentation structure is similar, but not identical, to an arrangement used in **2022**.

PILOT Payment Structure

- The presenter explained that the proposed **payment in lieu of taxes (PILOT)** is calculated based on the project's megawatt capacity.
- Initial rate:
  - **$2,800 per megawatt** for the first five years.
  - The rate then increases by **5% annually for the following 30 years**, according to the presentation.
- Using the stated 225-MW capacity:
  - 225 MW × $2,800 = **$630,000 annually** during the initial period.
- The presenter said these payments would be distributed between **Torrance County and the affected school districts**.

- New Mexico legislation has established statutory formulas governing the distribution of PILOT payments associated with renewable-energy projects and industrial revenue bond arrangements.

County vs. School District Distribution

- The presenter stated that the statutory formula allocates:
  - **39.19% to the school districts.**
  - **60.81% to Torrance County.**
- Based on the $630,000 initial annual payment, the presentation calculated approximately:
  - **$246,897 to the school districts collectively.**
  - **$383,103 to the county.**
- The school-district portion is then divided according to the statutory formula.

Distribution Among School Districts

- The presenter explained that the school-district allocation is determined using three factors:
  - **50% based on the location of the turbines.**
  - **40% based on the acreage of each school district.**
  - **10% based on school enrollment/membership.**
- The presenter emphasized that the enrollment calculation is based on **enrollment in each school district**, rather than the number of students who live specifically within Torrance County.
- The acreage information was provided by the **Torrance County GIS Department**.
- The presentation identified the relative acreage and enrollment of the five districts, with Moriarty having the largest enrollment and Vaughn the smallest.

Projected School District Shares

- Applying the statutory formula, the presenter gave the following projected percentages of the **school-district portion**:
  - **Estancia – 8.74%**
  - **Moriarty – 15.13%**
  - **Mountainair – 19.08%**
  - **Corona – 12.12%**
  - **Vaughn – 44.93%**
- The presenter stated that these percentages are dictated by **state statute rather than discretionary decisions by the county or project developer**.

Construction-Period Payments

- The presenter explained that PILOT payments are also required during the **three-year construction period**, although the statute does not specify the precise amount.
- Under the negotiated arrangement described:
  - Pattern would pay **$100,000 during each of the first two construction years**.
  - The $100,000 payments would be divided between the school districts and county using the same **39.19% / 60.81% allocation**.
- For the third construction year, the presenter described a **"make-up" payment**:
  - $630,000 × 3 years = **$1.89 million**.
  - Less the $200,000 already paid during the first two years.
  - Resulting third-year lump-sum payment: approximately **$1.69 million**.
- That payment would then be divided between the school districts and county.

Long-Term PILOT Escalation

- The presentation showed the PILOT rate increasing over time.
- Examples given:
  - First five years: **$2,800/MW**
  - Next five years: **$2,940/MW**
  - Continued annual escalation thereafter.
- The presenter said the structure produces an average rate of approximately **$3,174/MW over 30 years**, incorporating an inflation-related increase.
- The presenter estimated the **total PILOT payments over the 30-year period at $21,426,025**.

Comparison With Existing Property Taxes

- The presenter said he requested an analysis comparing:
  - Property taxes currently generated by the land where the project would be developed.
  - Payments expected under the PILOT arrangement.
- He credited **Linda Gallegos, Cassie, and Ruben** in the Assessor's Office with assisting in preparing the analysis.
- According to the presentation:
  - Existing properties currently generate approximately **$2,243.36 per year** in county property taxes.
  - The presenter attributed the low existing amount partly to **state-owned land and land held by tax-exempt foundations**.
- He calculated that the initial $630,000 PILOT would represent approximately **$627,756 more annually** than the current property-tax revenue.
- The presenter gave projected 30-year average figures of approximately:
  - **School districts: $279,898 per year**
  - **County: $434,302 per year**
- He characterized this as approximately a **280% increase in property-tax-equivalent revenue** compared with the existing tax base.
- These figures were presented as the speaker's analysis; the underlying calculations and assumptions would be contained in the presentation/documentation referenced during the meeting.

Water Use

- The presenter addressed questions previously raised regarding **water consumption by the project**.
- He said he had spoken with a company that supplies water to Pattern.
- His explanation was that water suppliers have limits on the amount of water they can withdraw under applicable **State Engineer regulation**.
- He gave an example that if a supplier has 100 gallons available for authorized use and sells 50 gallons to Pattern, the remaining 50 gallons cannot simply be used for another purpose beyond the supplier's authorized allocation.
- Based on his discussion with the supplier, he stated that supplying water to Pattern could result in **less water being withdrawn from the aquifer than if the water were used for agricultural purposes**.
- He indicated that Pattern representatives would be better positioned to address the **technical and contractual details** of water use.

Eminent Domain

- The presenter specifically addressed concerns about whether **eminent domain could be used to obtain access to project sites**.
- He said he consulted:
  - The **New Mexico State Land Office**.
  - An attorney with the State Land Office.
  - Bond counsel for Pattern.
  - Bond counsel for Torrance County.
- According to his presentation, those reviews found **no provision authorizing eminent domain to obtain access to the project lands**.
- He stated that the State Land Office attorney confirmed that eminent domain was **not being used to access State Land Office property** for the project.
- He characterized eminent-domain concerns as resolved based on the documents and discussions he reviewed.

Decommissioning and Repowering

- The presenter explained the distinction between **decommissioning** and **repowering**:
  - **Decommissioning:** Removing the project infrastructure at the end of its authorized life and restoring the land as nearly as practicable to its prior condition.
  - **Repowering:** Negotiating a new project that could replace older turbines/equipment with newer, more efficient technology.
- Under the documents described in the presentation:
  - Pattern would have **18 months after the end of the 30-year term** to remove the facilities and restore the property as nearly as practicable to its prior condition.
- The presenter noted that wind projects in other states have sometimes been **repowered rather than completely removed**.
- He stated that any future repowering would require a **new arrangement with the county**, rather than simply occurring automatically under the current 30-year agreement.

Turbine Siting

- The presenter stated that most of the proposed turbines are **adjacent to existing wind turbines**.
- He said his review of the maps indicated that the project is generally being developed in an area that is **already established for wind-energy facilities**, rather than introducing turbines into an entirely undeveloped wind-energy area.
- Pattern's existing regional projects include substantial wind development in Torrance and neighboring counties

Commission / Staff Comments

- **Stephanie Reynolds**
  - Informed members of the public and people participating through Zoom that the **full presentation is included in the Commission packet available on the county website**.
  - Encouraged interested residents to review the presentation after the meeting.
- **Chairman Schwebach**
  - Asked whether the presenter would be available for the upcoming **public hearing**.
  - **Mr. Burpo confirmed that he would attend.**
- **Commissioner Jaramillo**

- Asked for clarification regarding the large dollar figure discussed in connection with the project.
- The presenter confirmed that the referenced amount was **strictly attributable to Torrance County**, with the remaining amount associated with **San Miguel County**.
- The transcript's spoken dollar figure appears inconsistent with the other amounts discussed; the **official presentation/documentation should be used to verify the exact figure before recording it as a final financial amount**.

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10. Adoption of resolution/Ordinance:

A. **Manager/Commission:** (Public Hearing) Motion to adopt Bond Ordinance 2026-03 authorizing the issuance and sale of Torrance County, New Mexico, Taxable industrial Revenue Bonds (Palomas Power LLC Project), Series 2026, in maximum aggregate principal amount of $1,221,075,000 and approving associated documents, (Rob Burpo, Frist American Financial Advisors, Inc. and Jill Sweeney, Taft Stettinius & Hollister LLP)

Motion; Chairman Schwebach motioned to begin public hearing; seconded by Commissioner McCall

- **Roll call vote;**
  - Schwebach – yes
  - McCall- yes
  - Jaramillo- yes

Motion Carried

Public Hearing began at 10:10 AM

Jerri Pohl; sworn in by County attorney

"Good morning, Chairman, Commissioners. I want to start by saying something very clearly that I am not opposed to wind energy, and I'm not opposed to economic development. I'm asking a very simple question: Are we getting a fair deal for the public? We're talking about a project with a 1.221 billion dollars in industrial revenue bonds in a potential of a 30-year term, I've been trying to find a simple side-by-side comparison of what this project would generate under ordinary property taxes versus what the county and schools will receive through the PILOT. Mr. Burpo had provided what it is currently being taxed at, but. I'm more curious of what the project would be taxed if it were to be completed. So, I came to the county clerk or manager's office, and I told that there wasn't one, and that concerns me because according to the numbers presented, the PILOT starts at approximately $630,000 a year and increases 5% every five years, until it's approximately 21.426 million over 30 years. That math actually gives us an average of about

714,200 per year. So, my question is simple: What would the ordinary property taxes revenue be over those same 30 years, and what is the difference? Because that difference represents the value of the tax that is being benefit being provided, and this isn't just a question that I'm raising here in Torrance County. In July, the New Mexico Legislative Finance Committee, our legislature's financial watchdog, reported that the state and local governments do not require sufficient reporting to determine whether the trade-off from the industrial revenue bonds actually pays off. So, what that means is we have an opportunity here to do something very basic to show our citizens the map. I would respectfully ask that the commission provide one the projected ordinary property taxes over 30 years to the. pilot payments over 30 years, and three, the dollar difference between the two. And finally, I would like to know what the additional public benefit the county receives in exchange for that difference. I'm not asking you to stop development. I'm asking you to know the value of what you're giving away before we give it away, you don't. We don't have to be anti-development to insist on a fair deal for the people of Torrance County. Thank you for your time"

Kim Ortiz; sworn in by County attorney

"Here this morning is a concerned rancher and citizen of Torrance County who is against the erection of more wind turbines in our area.
They are detrimental to our New Mexico rangeland, our wildlife, our lives, and are fundamentally changing the appearance of our rural and beautiful landscape. Our open views, the wildlife, and the scenery are all part of the character and value of Torrance County, New Mexico.
The wind turbines are destroying our land. The roads, the easements, and the mass amounts of trees, soil, and vegetation that are just pushed to the outside of the construction are left to be a major fire hazard and eyesore.
The massive concrete pads and longevity of the turbines and roads will impact our county for decades.
Wildlife is moving. We have witnessed elk in the lower grasslands. We have seen bird mortalities. Research shows the impacts on cattle rangelands that are taken.
The water consumption is taking our precious, life-sustaining commodity for construction.
But what I'm here to ask is, after last meeting, recognizing the fact that you were fixing to try to pass this without public comment. It was on the agenda, but due to the people that were in here to witness the fact that you were fixing to try to vote on something that had no public hearing, and you publicly announced that it was brought to your attention that there was no legal notice or no public comment, it just goes in the same line as what you were fixing to do with Project Mars. So, what I'm here to do is mostly try to hold you accountable for being transparent and to note the fact that after public comment at the last meeting, things were renegotiated.
Many minds are much better than three, and I feel like you guys could again renegotiate to make sure that what we are giving is a fair trade for what we are getting.
The money Mr. Burpo went on and on about last meeting—he was very proud of. It didn't impress most of us, mostly because our lives are not going to be bought by what the wind turbines are going to bring us.

And the wind turbines are only step one. The transmission lines, the substations, and the ugliness of the wind turbines are going to last for decades."

Laurette Montoya; sworn in by County attorney

"Thirty years is a long time to have to look at a wind turbine that's going to produce what they said, 800 megawatts of power. It was my understanding that a lot of this power isn't even going to serve New Mexico.
To reiterate what Ms. Ortiz said, you know, we all came out to Torrance County because we love the landscape. We love the land. We love the animals here, and I know for a fact that wind turbines are detrimental to our wildlife.
I know for a fact that there are migratory birds—the birds that live in Mexico and travel from, I believe, in a north-south direction—that are going to be affected. We're going to affect our elk, our deer, and other land animals.
And not only that, we're going to impact our cattle ranchers. What's going to happen if there is a wind turbine and there's equipment failure? It's my understanding they consume at least 800 gallons of oil, petroleum oil. We're going to have an oil spill.
Anyone remember the Exxon Valdez in the early 1980s? If you were around and you heard about it, I know that was an oil tanker, but it lost numerous, numerous amounts of oil.
I know they're talking about filling wells and using water. You can add water to the landscape any day of the week, but we don't want them to evaporate. So then they have to use more and more and more.
What is going to happen in 30 years with the equipment if it does fit? What are they going to do with it? Where are they going to put it? Where is it going?
Because this is not just a Torrance County thing; it's a nationwide issue. We live here in Torrance County. How many of these individuals live here? We are the ones that are going to see this every single day.
I wake up every day looking at these bright lights, going, "Where did this come from?"
I hope that you all can reconsider this project.
And one of the other ladies brought up a comment about getting a fair shake. I know money looks good on paper. It's projected. Okay, we can project things all day long.
I know the schools are always hurting for money, but there are other ways that we can get revenue.
Building wind generators, solar plants, AI data centers—you know, these are, yes, very futuristic, but it all affects our heat dome that we're all under right now.
How many of you have experienced over 100-degree temperatures this year? I have.
How many of you have gone to your vehicle in the afternoon, or gotten, you know, now we have a hot, smoking body because we're in over 100-degree weather?
We didn't used to have this, but I strongly believe that having these generators—they all generate heat. They all generate so much heat. This is why we're having such adverse weather. It may be raining here, but it's not going to be raining somewhere else.
I strongly would advise this council to reconsider this project. Please look at the detriment to our landscape, to our people.
You know, a lot of this stuff causes cancer. You know, if anyone knows anyone that's had cancer, it's an awful thing to watch happen.

You know, we talk about bringing revenue to our county. We can do this through job training programs. We can do this through funding our schools, work programs, work-study programs. We don't have to have this, what they call renewable energy.
I'm not opposed to development. Believe me, I was a job developer in schools with my work-study students. We had programs.
But if you're going to take away from our beautiful landscape out here, this is why people come here.
Our agriculture—you know, let's look at some other ways of developing Torrance County. Not taking all our trees away, and not just dumping water on the ground just because there's dust. Now, if we could plant these areas, have them reseed everything, maybe some of these dust-control issues will be addressed.
But I implore you to please reconsider this bond.
Thank you."

Nathan Dial; Sworn in by County attorney

"Yeah. Half-truth is not necessarily a lie, but it's not the truth.
Like when the school board says, "If you vote for this bond, your tax won't go up." They won't say, "If you don't vote for this borrowing, your tax is going to go down." But they're not saying yes for a fact.
If the State Engineer, that's an agricultural trade, changes rights, they only can sell half the water, so on and so forth.
What they're not telling you is these companies are actually paying people to install the equipment that they need so they can pump the water out of the ground, so they can change the—get the water sold to them.
So, the part they're leaving out is, yeah, the half that they're not using. Well, none of it was being used before.
You don't believe me? Go to Jacob Sarno's house, where they spent hundreds of thousands of dollars putting equipment in so he could sell them water.
So, yes, the statement of if they do it for industrial versus agriculture, you only use half the water. But the part they're not saying is a lot of these guys don't have the money or the ability to use water in the first place.
So that's a half-truth.
And if they're going to come here and give you a half-truth on one thing, how can you believe it on anything else?
And it's that simple.
And you don't believe me? Drive out to Jake's. I brought this up. I brought up State Engineers. I've been threatened with lawsuits over making these statements, but it's fact.
They are paying people and putting equipment in to take water out of the ground that was never being touched."

Jeremy Turner; sworn in by County attorney

"Jeremy Turner with Pattern Energy.

There is no Environmental Impact Statement required for this project, as it is not on federal lands. It is entirely located on private or state lands.
We do follow all laws, though, and in addition to that, Pattern voluntarily performs environmental studies on all of this.
We voluntarily set back two miles from any raptor nests that are identified, where industry standards and requirements are one mile.
We also, in the event that there are bat species in the area, Pattern, as a company, voluntarily shuts our wind turbines off in low wind speeds, around four miles an hour, so that there's no effect on the bat population in the area.
We do full cultural studies, even though it is entirely on private land. We have also sent out letters to a number of the potentially affected tribal nations. One of those has come back and has interest in the area. We are actively working with them and their cultural department to work on the cultural report.
We are not allowed by law to share any of the cultural studies. We, as Pattern, don't see those. Our cultural consultants are required to find, if they find something, and register it with the state, and they are the only ones that know where it's at.
What we are given is simply a no-go area where we are not allowed to build because they don't want people to know where cultural sites are, so that people don't go steal things.
So, we do those.
We do Waters of the U.S. We abide by all of the applicable federal laws, even though people don't believe there are flowing streams and waters. You still have to look at Waters of the U.S. as part of those studies.
And again, since this is entirely on private land, we are not obligated to share that.
Again, this is not a full-blown EIS. And as part of the Planning and Zoning Department, the application that comes before this body, a number of those requirements, including that environmental study that we do and that we have shared, is part of those applications.
It is also at the Public Regulation Commission when we go and seek approval from the PRC.
Again, those are not requirements; those are voluntary documents that we provide to those regulatory bodies."

Mellisa Johnson; sworn in by County attorney

"Good morning, commissioners.
My name is Mellisa. I think many of you know me. I used to be the County's Operations Manager. I've now moved down to Pattern Energy. I'm their Site Logistics Coordinator for Western Spirits, so that takes care of Duran, Corona, and the Encino area.
I want to give you a little backstory.
My family has been ranching for generations from Guadalupe County, Villanueva area, Milagro, and Corona. My family was part of the whole wind tower generation on our property there on our state land.
We also had multiple businesses in Corona prior to wind energy coming into Corona.
We, as you know, Corona is a town of 100 people, so it's hard to sustain a business relying on the locals. Our convenience store went from making $2 million to $5 million-plus with these folks coming in every day, purchasing gas, purchasing groceries, and homemade burritos.
We work as a family, so they have been great to us.

I will testify to you guys: We still run 350 head of cattle. We have more elk than ever on our place.
Are they an eyesore at times? Absolutely.
When you're trying to sit out to drink a cup of coffee and all you see are flashing lights, it's certainly different, right? It's different than what we grew up with, what we knew the land was. But as a landowner, you cannot make sort of a profit on a cow with the amount of money that these folks are making on the calleries."

Jacob Sarno; sworn in by County attorney

"So, I want to start off first with a response to the statements by Mr. Dial.
That is my property, number one.
Number two, the hundreds of thousands of dollars he's talking about is completely incorrect. So that was a lie, under oath. I just want to put that out there.
Number three, it gave me the opportunity to actually have wells that will run per capita, which I still don't have yet because I'm working my way towards that. A three-horsepower pump at 75 gallons a minute is not what all the farms are putting out in the valley, or what he claims is happening on my property.
I was harassed. There were pictures taken while on my property, and never once did that man approach me and have a discussion. To me, that is completely unfair and dishonest.
Now I'm going to talk about Pattern, what they've done for me in the county.
I've worked as a journeyman lineman for most of my career. I have traveled up and down the highway in this state, Texas, all the way to Florida, to chase work.
Pattern has given me the opportunity to come back to this town, stay here, live here, live within the vicinity of my children, and not miss out on the things that I've missed out on for years because I was chasing that dollar down the highway.
Right here is my son, and he's going to speak as well. He also works for the wind farms and graduated high school without an opportunity to go on. He didn't want to do college, and GE offered him an opportunity.
He has traveled the U.S. He's been in New York for training. They've taken care of these kids.
A lot of these kids weren't sure what they were going to do after they graduated high school.
So, I know that everybody here may be upset about the landscape, but there's a lot of kids that we're looking at having to leave their homes to go find work.
So, before we sit here and think about, "Well, this is unfair to us," think about the kids understanding and going, "Well, what would we be doing if we didn't have this opportunity?"
I thank you all for your time."

Crystal Forni; sworn in by County attorney

"I thank you for this opportunity to come to speak before you today, as well as to my fellow community members.
I am a local resident here in Torrance County, a graduate of Moriarty High School. I still have two kids in Moriarty High School to this day.
I'm here on behalf of, to speak in favor of Pattern and these projects.

Before I was given the opportunity to work for Pattern, I was a stay-at-home mom for 13 years. Due to the price of childcare and gas to commute into Albuquerque to be able to work, the price didn't compare. So I stayed home for 13 years.
Western Spirit comes in, projects—I'm offered an opportunity to actually be able to work from home. I took the opportunity and was paid more working from home than I ever was working in Albuquerque.
Fast-forward to Sun Zia, I got a pay increase. Now I've got an additional—not only a pay increase, but I got promoted. I'm the Community Engagement Coordinator. I'm over all of our community giving here in New Mexico, as well as our workforce development.
You can see this whole back section from here. The back section there is all Native New Mexicans that have been hired.
I pulled some reports in March before Sun Zia started. Of the 60 direct hires for Pattern in New Mexico, 49 of them were already living here. They were direct hires from New Mexico.
This is something I am proud of and continue to work for as a Pattern employee, to continue building that workforce development.
But the opportunity for the giving program that they allow—not just the site operators, but I myself—to be able to go out and give back to the communities where not only are we working, but we are living.
So, to date, just this year, to date, it has been over $30,000 here in just Torrance County alone. That's outside of IRBs, outside of any of that.
Pattern has been able to give back to the community through these giving programs that they offer, so that us local employees can not only donate our time, but we have a bigger way to impact these communities and where we live.
Thank you for your time."

Lane Sarno; sworn in by County attorney

"I just want to talk about how, with the wind turbines being out here and all of them being built out here in the last five years, that has opened up a lot of opportunities for us young kids.
A bunch of kids that I graduated with, a bunch of kids that are under my class—we have seven kids that graduated from Estancia that are working on the wind turbines out there.
I want to talk about how much it's helped out our community with funds and things and such like that.
And another thing I wanted to touch on is the wildlife stuff, and cattle and things like that out on the turbines.
I've been out on that site for five years. I haven't seen anything different. I've been around cattle and wildlife all my life, and there's nothing different out there.
They haven't moved. They haven't swayed from the turbines. They haven't done anything out in the flatlands, where there's actually not much vegetation.
A lot of them like to use the turbines as shade. It's good for them. They like to lay under it and use it as shade.
So, thank you."

Isirdo Astorga; sworn in by the County attorney

"I work at the wind turbines out there in Western Spirit.

I'd like to say it gives a way better option than commuting to Albuquerque. I mean, the price of gas now, diesel, whatever you guys do—you guys know. You travel to Albuquerque, you're paying no less than $200, $300 a day.
These turbines come here, like they said, and it brings them out here in Torrance County and gives kids graduating from high school that don't want to go to college, don't want to travel to Albuquerque, the opportunity to just go down the street, go to work, have a good-paying job, and have a house.
And again, like they said, it doesn't affect cattle. It doesn't affect the vegetation.
I heard someone say that it messes up the grass, or they don't plant the seeds. They plant the seeds. We plant.
If you go up to the towers, it's planted all the way up till basically the tower—20 feet, maybe 15 feet away from the tower. It doesn't affect much.
I'd just like to say that we should give more options than our schools.
We've been trying to fund our schools for, since I was born, 23 years—23 years and nothing.
This gives us more. Okay, you saw the numbers. It gives us way more—280% increase in Torrance County and the schools.
Thank you."

Shannon Johnson; sworn in by County attorney

"I hear a lot of this, but I want to give you my personal experience.
My name's Shannon Johnson. I was born and raised in Lincoln County. Although I don't live in Torrance, we're really similar, you know. There's not a lot of opportunities for kids.
I graduated in 1995. The day after I graduated, I left and went to work in the oil field. I spent 30 years traveling in the oil field.
I have a 29-year-old daughter. I have a 23-year-old daughter.
I went to work for Pattern Energy in August of last year, I believe the fourth.
In the last year, I got to watch my daughters, and I got to watch my grandson progress, grow up, and do things that I wouldn't have been afforded in the first 30 years after I got out of school, because I couldn't make a living. I couldn't afford to stay in Lincoln County, so I traveled.
There was some stuff said a while ago about Pattern and their contractors using outside labor.
I found out about Pattern because during COVID and the shutdown in the oil field, I had come back to Lincoln County. I lived in a fifth wheel because I didn't have anything because of the COVID shutdown.
Luckily, I've got family property that's been there since 1881. That's how long my family goes back now.
But anyway, back to when I came back. I was still traveling, doing what I could in the oil field. I ran into a gentleman who worked for Blattner Energy, and we kept talking. I told him what I did. I spent 30 years welding. I still weld today.
I wasn't given the opportunity, but they needed a welder to do some stuff, so I went to work contracting with them as a welder. They used local people to do things once they found out what was available.
Through that, I was able to find out about Pattern Energy and the opportunities that they were bringing to our communities.
I put my hat in the ring, and fortunately, they hired me.

I make an exceptional living working for Pattern Energy, and I work for an exceptional company.
We give back to the community in more ways than just the IRB.
We found out that Capitan High School Junior Varsity Girls Volleyball Team needed their uniforms. They couldn't afford them. The school couldn't afford them.
One of the guys I work with, his daughter, is on the Junior Varsity team. He came and told us, and as a group, we figured out how to donate that and get them some new balls, and their uniforms."

Jeremy Black; sworn in by County attorney

"Good morning, everybody.
So, I am an Assistant Facility Manager for the Western Spirit Project. I've been out here since the beginning.
So, you know, I hear a couple of comments. You know, I just want to put the facts straight.
You know, there is, in a wind turbine, roughly about 110 gallons of oil. You know, just put that out there.
We talk about eyesores with the flashing lights. Pattern has invested millions into a system called ADLS, and basically what that does is, if there is no plane or any aviation within a certain height near the wind turbines, those red flashing lights will stay off.
I can't talk about La Joya or any of the older wind farms because they were designed and built years ago, but that is what Pattern is doing for the high soreness of the red lights.
When we talk about the community, you know, Pattern buys all of our work trucks, even for the Sun Zia way down there by Capitan.
We buy all our grill guards out of Moriarty. We have a company out of Moriarty that installs most of them.
You know, we try to invest into the local communities, their stores, or their businesses.
We look at all these young men out of here. You know, I asked them this morning. You know, I thought most of them—they look so young to me. I thought most of them graduated last year, and I'm getting older.
We look at Sun Zia. The amount these kids are coming straight out of high school and making more money an hour or yearly than what I did working in an oil field 20 years ago.
You know, they don't have to have a degree in wind energy. Yes, there are certifications that these young men can go get. Young women—we have women in the industry.
My son followed my footsteps. He is now Assistant Manager for a solar farm.
You know, we've been living in New Mexico for the last 26 years. He graduated high school and earned his way into Assistant Manager for a solar farm in Texas.
We need a lot of solar over here in this area.
I hate to probably stay home, so—but that's all I want to say.
Thank y'all. Thank you for your time."

Jose Galleogos; sworn in by the County attorney

"I work for Pattern Energy. I'm a Lead Tech out in Corona.
I grew up out in Moriarty and graduated in 2008. I went to that wind school in Tucumcari.
Luckily enough, I've been able to stay local and worked for several different outlets out here.

This just brings in all these guys out here that just graduated. It just keeps everybody local. I'm raising my kids out here in Moriarty. If this opportunity wasn't here, I probably wouldn't have stayed in that community.
Also, Pattern really does like to contribute to the community outside of these bonds, helping 4-H programs, FFA, everything like that.
So just think about that whenever you guys are voting on this.
I appreciate the time."

Andy Chavez; sworn in by County attorney

"So, one thing I want you guys to know: I used to run the landfill out in Moriarty, off the 203 Exit. I also operated the Vaughn landfill.
We took in 300 wind turbine blades, cut up into pieces, and they sat there for over eight years. Look at the amount of towers going up right now. EVSWA is talking about opening up a facility to recycle said turbine blades. Not a good idea.
One, the amount of problems it's going to create with shredding those things—fiberglass flying everywhere. The water usage that's going to have to go into controlling dust in that facility is going to be horrible.
The other thing I have an issue with is you have this company. You have all these people that work for this company. Not local people working there are local—they want to say that they're making all this money. They're making good money.
Why is it that our facilities here, the people working here, that are started here and for our community, can't make the same amount of money, if not more?
My highest-paid equipment operator was only making $18 an hour in our facility.
You have these guys putting up wind turbines. Cool, they're making good money. They're contributing while they're here, but they're not here all the time. They're not going to be here all the time.
Our facilities can't even pay, and our county won't even adjust to pay wages for our facilities here.
There are multiple people here who have sat on the board, who were involved with EVSWA, who have been against this project from the get-go when it's—when EPS gets away. I can't say why they were even thinking about getting this project going or letting this happen.
And anybody local knows those red lights blink all night long.
I'm in McIntosh, and I can see those lights all night long. There is no—they turn off in the middle of the night if there's no planes. Those red lights go all night long.
I mean, we as a community need to stand up, put our foot down, not hold this in, and not allow this to happen."

Tom Carter; sworn in by County attorney

"I will admit this may not feel very polished because I wasn't going to speak until about a couple of minutes ago. So, forgive me if this sounds terrible, but I'm going to stay in my lane as best I can here.
This is a little thin ice for me. If you're not familiar, I'm running for sheriff here in Torrance County, and so I'm going to stick to what's important to what I know, which is law enforcement and government.

But if you guys could confirm that board over there is projects that the counties are trying to build for ICIP, right? So that's to serve the citizens of Torrance County, right?
What I'm hearing is a lot of different issues on both sides, which is incredible that we're exercising our First Amendment right here. But what I'm concerned is that we're talking about a lot of issues, but nobody's really bringing up any solutions to these issues.
I'm concerned that we're not talking about other ways to bring money into this county to support what we're trying to do for our citizens.
The reason I wanted to talk is because I have a big vision for the Sheriff's Office. I think I can make it a lot better to serve the county, the citizens of this county, and that costs some money. It's going to cost some change to serve the citizens. Does that make sense?
So, I just want to caution everybody that I understand the concerns. It makes a lot of sense. I support ranchers.
You can look at me and tell that I love a good burger, right? And I want to support that industry. I'm not going to speak on that because I don't know. I don't know what your concerns are or what your strategies are.
But I do know that Torrance County needs some gross receipts tax money. We need some funds to keep moving forward and to be able to serve our citizens.
I have guys right now who are on a call about a vehicle that ran through a rancher's fence, and so they're trying to find a solution to help that rancher fix that.
So, law enforcement does have a purpose in helping ranchers here, right?
So how are we going to keep those guys funded and paid, and how am I going to build an agency if we don't have money coming into this county?
That's my concern.
Lastly, I'll say I currently live in the middle of wind farms. I'm within a mile in all directions of a turbine, and I can tell you 100%, I've had migrational birds all over my house all summer, and I've got several inches of bird crap all over my house.
So, if you can find a solution to keep the migratory birds out, please let me know.
Thank you."

Todd Bibiano; sworn in by County attorney

"Todd Bibiano, Superintendent of Moriarty-Edgewood School District.
It's nice to see a lot of faces, people I grew up with, and I know the topics and the sides that people have on the wind farms, renewable energy, and I absolutely respect it and appreciate it.
You know, I was sitting there, and I did want to come up and speak on behalf of the Moriarty-Edgewood School District.
We've talked about the wind farms, solar farms, for many years—many, many years.
If anybody has ever been to the Moriarty-Edgewood School District offices, the old Mountain View Elementary, we have solar panels that were put up years ago, and we were excited about those solar panels in the sense of our IRB PILT money.
Because it was mentioned earlier, you know, looking for other funding and other ways to help out the school districts, we're always doing that.
And we did get some money from them, the company and PNM—a pretty small amount. And then we started seeing these windmills coming up, and it went beyond the PILT money.
And, you know, I decided, you know, I can come up here and tell you how we intend, or what our vision is, for the IRBs for the Moriarty-Edgewood School District.

If you take the payments, they're a little different today than what we have proposed or that was proposed to us. Not much. That's about 1% in IRBs compared to our total operations budget—about 1%.
It's going to—we'll see how much it ends up, but it's not going to be more than 1.5%.
That's money that we can use to absolutely deepen the collapse of our operational money.
We just had—and we're talking about water issues—Estancia, John, we've got to be dealing with the schools and everyone else.
The day before school started, we had a well-go out, and we had to cancel our first few days of school for some of our students.
We called the water company; they hauled water for us. We got our well company. They worked on it.
You know, now we're talking $50,000, $60,000—money that we can use our PILT money or IRB money for. We don't have a lot of money to buy supplies and materials for kids.
So I wanted to come up and—I mean, we can go and use money that we are giving kids as incentives.
There was mention of other ways of finding money for students. There's an attendance grant that we apply for on a regular basis. You have to have an attendance plan. We want to get kids in school. We want to get them excited.
And when we go to try to spend that money, the state says, "No, you can't buy them incentives. You can only use it for A, B, C, and maybe D."
So now we can use some of our PILT money or our IRB money, and we can send kids, we can get books, we can.
I mean, as silly as it sounds, right? To get third graders to show up to school on a regular basis and give them a dozen donuts.
And we're talking big money when we're talking about our personal bank accounts. But when it comes to the schools, it's not a lot of money. But it's money that we can use for our kids and for our staff.
For the first time in a very long time, as superintendent, I was able to allocate money to our principals, and the principals were saying, "Okay, give us the stipulations."
There was hardly any, other than, "Make sure that you're staying within procurement laws," and we want you to reward your staff members and your students.
I know today the vote is on Palomas. That's more money that we would welcome.
And whether it's passed or not, you know, I again respect everyone's opinions on the environment and renewable energy and whatever side you land on.
But we have the opportunity now, thanks to Pattern and the SunZia project, to enhance—to be able to pay for things on an emergency basis without pulling money out of our classrooms for our students.
Because if we pull money out of operational, that's money that doesn't go directly into the classroom.
And the last thing I guess I'll say is—and it was said, the gentleman that we're speaking about job opportunities—as one of our focus areas for the Moriarty-Edgewood School District in our strategic plan was to enhance our work-based learning and our career technical education.
Yes, we still have work-study, and we've had business owners that are in this audience today that have really supported and helped our students to learn how to be good employees.
Now we have a true industry partner who is coming to the Moriarty-Edgewood School District that is helping us to get kids to the technical skill levels, to the trades.

Our students are going out and they're looking at these windmills.
Pattern Energy is coming into the schools and talking to students not just about, "Are you going to be a welder, a pipefitter, an electrician, all the construction things that we've done?"
But how about this? How about the electrical engineer, the mechanical engineer, the opportunities to go to college?
And so, Pattern is helping us with our strategic plan, not only for technical, but also college and career readiness.
So, I want to thank all of you for your support, always supporting the Moriarty-Edgewood School District.
And this is just a portion of continued support that will definitely, definitely be helpful for our students in the future.
Thank you."

Gloria Lovato-Zamora; sworn by County attorney

"Good morning to all of you.
With all due respect to the Commissioners and to the public, I would just like to congratulate all those people who have a job. Congratulations to you!
But my most congratulations are to the two women who stood up to protect the land and the environment.
I am from the Manzano Land Grant. If you know your history, most of you know that there are a lot. There are over 29 land grants in New Mexico.
The land grants were prior to federal government, prior to state government, prior to county government.
We believe in protecting the land, the water, the environment, the people, the animals, the herbs—everything that is of nature from God.
We are servants of this earth.
And congratulations to you, ladies, for being only two of you here. Not that they're all—they probably aren't against us either, but we need to have some studies on what megawatts do to people, water, and animals.
Where's your study? Where's your study?
Do you have a study? That is the question. Where is it? I didn't see it.
Has the public seen that study? Have you seen the study of what megawatts cost the environment, the people, the animals, and the plants?
Have you seen the study?

Commissioner Jaramillo- "No."

Ms. Lovato-Zamora- "Why not?"

Commissioner Jaramillo- "But I will."

Thank you, Linda. You need to see that study.
The H2O company was passing—I can't remember the 2000 and something. We also stood up and thought that that was toxic for our state, for our environment.
They have eminent domain, saying that the public needed this.

Do we really need things like this? Is it a common need that we have, that we can't survive without it?
I truly believe that our existence here is to protect one another with our waters, our foods, and anything that we can survive from.
I want to thank you for doing your job as you are told to do.
Thank you, young men, for having a job. I wish everybody had a job.
I have lived in the Land Grant traditionally, culturally poor, but I have succeeded, and I will continue to succeed without anything else except what I have succeeded with, and that is culture, tradition, and environment.
That's it.
So, I want to thank you for listening. I wasn't prepared to speak on this behalf, but with all my heart, thank you, ladies, and I just congratulate you so much.
And I hope that there are others.
And I ask that—I can't remember the name of the man, but anyway, because I'm just new to this—that you visit our land grants.
There's one in Chilli, and you need to come and present yourself.
There's one in Manzano; you need to come and tell us what you're doing.
There's one in Tajique; you need to come.
We're entities too. We're recognized.
And then there's Torreon. You need to come and present your plan to those people, and then we'll come back and see how many people are here besides three ladies.
Thank you."

Ida Lucero; sworn in by County attorney

"I spoke at the last meeting last month, so you have my views on how I feel about this. A lot of the community that are up here as well.
The best thing I heard Mr. Turner say, I believe that was today, was that they want to consider using wastewater for dust control and the concrete use.
First, I feel it's a shame we're using our valuable water for wastewater and to control that dust. I mean, not the wastewater, but the water that's so valuable to us.
And could this study have been done before? The wind turbines are already up; they've already used the water. It's the water that we barely have.
We don't even get rains anymore the way that we used to get the rains.
And I just want to say, before this is even passed, could they even consider doing a study on using that wastewater for these projects before?
As the lady stated earlier, why are the studies—and why, you know, why couldn't this have been done before, before this project went up?
They're already at the end of the project, so everything else I said was in the last meeting, but I did want to add that today to possibly reconsider if the Commissioners even pass this until maybe the consideration of even using the wastewater as an option.
Thank you."

*Zoom

David Heddens; sworn in by County attorney

"So again, thank you for the opportunity to speak.
It looks like at the conclusion of this meeting, a vote for approval of the issuance of the bonds will take place. Is that correct?
Okay.
So, just some findings that I've reached during kind of the process.
There's been no Environmental Impact Statement available. I searched for NEPA records and just kind of extensive online searching, and I found no documentation attributable to the wind project or the tangentially related transmission line. I understand those are separate projects.
It seems remarkably insufficient to have unavailable data on environmental impact of the Columbus project, as well as, again, tangentially related, the Mid-State Transmission Project.
So it does sound like the public has an opportunity to read up on at least the studies that the company itself did for the environmental impact, presuming, as was just—if I heard correctly, those are available to the public.
Do we know when those became available?
Another question that comes to mind is: Where can we access the environmental studies that have been conducted for the impact of these projects?
Can they be?
Okay.
Just as in my meager attempts to be an informed citizen, I definitely feel like I haven't had an opportunity to learn about the impacts of this project.
You know, ignorance is no defense, but with that said, I just do want to put it on the record that I am opposed at this point due to feeling insufficiently informed of the project to go forward with it.
And so, certainly, if I had to say, it would be no to the bond issuance at this time. I realize that's superfluous because I do not have that decision to make.
But thank you for the opportunity to speak. I appreciate it, and thanks again."

Robert Burpo; sworn in by County attorney

"Thank you, Mr. Chairman and Commissioners.
A question was asked about how much property taxes would be received if we didn't do the IRB, and basically, the IRB is collecting about 40.5%. The county will be collecting about 40.5% of what it would have collected if the IRB wasn't in place.
Now, that also assumes that the project would have been built in the first place, because one of the conditions that must be in place for the Industrial Revenue Bond is a "but-for" clause, which basically says if we don't do the IRB, the project wouldn't be built.
And I can tell you, based on negotiations, and I'm sure Commissioners would agree with this, there are sometimes when projects go away because of the lack of support.
The other thing I would mention is that if Pattern were to petition the New Mexico Taxation and Revenue Department for a 30% investment tax credit, upfront write-down of their capital costs of $1.002 billion, the amount of PILOT being received by the county would become 58% of what the county would have gotten without the IRB.
So, you're getting a substantial amount of the property taxes that you normally would have gotten had the IRB not been in place.
This is very high. Normally, these projects are in the 25% to 35% range statewide.

So, you're at 40.5% right now, or 58% if Pattern were to be successful in petitioning the Taxation and Revenue Department—and Taxation and Revenue always gives that write-off.
So, figure 58% as the real number.
Thank you."

Chairman Schwebach- "Mr. Turner, I have a question for you.
Any Commissioner, if you have other questions.
So, as far as there was a question that Rob was trying to address, and I think the question about the IRBs are: Are these projects feasible?"

Jeremy Turner- "Mr. Chairman, Commissioner, the IRBs are instrumental in making sure that the economics of these projects work.
We have, in other states—not New Mexico, but in other states—where IRBs were not issued, have walked away from projects.
Again, as I described, all 800 megawatts of this power will be utilized in the state of New Mexico by use of PNM.
PNM's entire system is about 2,300 megawatts. So, 800 of that will supply literally a third of PNM's entire usage and their needs.
Without the IRBs, because our ratepayers—these rates are locked in. PNM cannot just increase rates without the IRBs.
It fundamentally changes the economics and results in likelihood of the project not being built here, or, as an alternative, it instead incentivizes a company to move to another county that is willing to consider the issuance of IRBs."

Chairman Schwebach- "Talk a little bit about the studies, and, well, how many projects have been signed within this county?"

Jeremy Turner- "Mr. Chairman,
What we have done at this point in time is the Western Spirit Wind Project consists of four separate wind farms. We look at it as an aggregate, but it is four separates. There's Klein's Corners, Decolote, Red Cloud, and Duran.
There were environmental studies—biological, cultural—on all of those projects.
That project is spread out across 125,000 acres. About 14,700 of it is on state trust land.
On Sun Zia, it's 528,000 acres. 171,000 is state trust land. They have their own requirements that we are obligated to abide by in their leases, but we do perform environmental studies.
Again, all of this is voluntary because this is not on federal land. There is not a mandated requirement for those. These are things that Pattern is willing to do to be a good neighbor and a good partner in the community.
We are going to be here for a long period of time, and so we want to make sure that we are having a positive impact.
Of all of that acreage that we are talking about, the wind farms utilize less than 3% of the entire land mass for the roads, the underground collection, and the wind turbines themselves.
So, the reality is, even though we lease that amount of acreage, we use less than 3% of it for this.
So, when you look at environmental impacts, we do a large number of avian studies. We do nesting surveys. We do all of that.

When we were constructing a portion of the Sun Zia transmission line across the river, we did environmental studies that said we couldn't build during nesting season because there are important avian species in that area.
In addition to that, we put on that transmission line a first-of-its-kind ultraviolet technology that was being tested at an avian sanctuary up in Nebraska, and it was producing 98% efficiency in eliminating bird collisions and bird strikes with transmission lines.
We implemented that on Sun Zia as well.
In addition to that, we also aligned that corridor with other existing infrastructures, which the avian species are already aware of.
So, we do a number of environmental studies. It is not a requirement under this Commission, under the Industrial Revenue Bonds, to share those studies. We're happy too.
Again, cultural is one thing that we are not allowed to do, but again, we do those as a voluntary measure that Pattern Energy does as a company."

Commissioner McCall – "Mr. Turner, would you address the issues with the red lights?"

Jeremy Turner- "Absolutely.
As Mr. Black mentioned, we have implemented on Western Spirit. It was at a cost of $12 million for the Aviation Detection Lighting System. Sun Zia was a $30 million investment.
The lights are on right now. We are in the process of trying to finalize commissioning. We just went to COD on the wind farm, as the Commission and residents know. We just finished construction. We're finishing up reclamation.
The ADLS system is online. We anticipate it will be in early October, and then that system should be on and working.
It is not 100%. It operates on Western Spirit at about 83% to 86% efficiency.
The other—the big thing is, though, once the lights come on, by federal law, by FAA requirements, those lights have to stay on for a minimum of 30 minutes.
In Europe, you can turn them off within three to five minutes.
There was an attempt, or there was a desire by the industry to do the same thing here in the U.S. Under the current administration and the views on renewable energy that has not been pursued, and we don't anticipate the industry pursuing a change for a period of time.
But if you look at even a small aircraft traveling 130, 170 miles an hour, by the time 30 minutes down the road, they are a long way out of the airspace.
So, if there is a change, again, that is federal law. That is not something that we can change.
Now, we have to abide by laws, so those lights must stay on once activated for a minimum of 30 minutes across the entire facility, until that aircraft leaves the airspace. And that is just a mandate by federal law.
But on this, we do expect them to be operational here sometime in October.
And again, until a wind farm is fully constructed and operational, you can't turn that system on, so those lights have to remain on by federal law.
That's not an industry choice. That is federal law."

Commissioner McCall- "Mr. Turner, I also wanted to tell you that I had a conversation with our fire chief back this summer when we were fighting those fires around Klein's Corners, and he made a comment that the fire was fought much easier, better, and quicker because of the amount of roads that are in that area due to the wind farms.

So, I wanted to let you know that roads do help us fight fires when it's a grass fire, a wildfire."

Jeremey Turner- "And thank you, Mr. Chairman, Commissioner.
In addition to that, the on-command representative from the Forest Service that was out there at that time also put in their command report that the roads from the wind farms actually allowed them to attack that fire with greater efficiency and to access areas that they previously wouldn't have been able to.
And so, I appreciate that."

Commissioner McCall- "Mr. Turner.
While you're at the podium, I also want to bring back some dates.
There was a comment made that we—that you and I—have negotiated since the last meeting, and I went back and I looked at our emails.
So, myself and the Chairman from the San Miguel Commission sent you a letter on August 14."

Jeremy Turner- "That's correct."

Commissioner McCall- "Asking for a very, very lucrative deal that you countered back on August 18 in a letter that was "take it or leave it," more or less—when you're not going to get to where we asked.
Is that correct?"

Jeremy Turner- "That's correct, Mr. Chairman, Commissioner."

Commissioner McCall- "And on August 20, you and I had a verbal commitment that we came to an agreement, and the negotiation was finalized, and then we put it into final.
Is that correct?"

Jeremy Turner- "Mr. Chairman, Commissioner, that's correct. We did execute that in writing. Yes."

Commissioner McCall- "Verbally on the 20th. Yes, sir.
And our last Commission meeting was on August 26, when we deferred this to this meeting, so negotiations were done prior to the last meeting."

Jeremy Turner- "Thank you, Commissioner Chairman, Commissioners.
That's correct. I apologize. I did not have those dates off time."

Vice-Chair Jaramillo- "So, in my district, District Three is where most of these wind farms are, I think.
So, have you exhausted all locations for any more wind farms in District Three?"

Jeremy Turner- "Mr. Chairman and Commissioner I don't know the exact boundaries, but what I can say is that we do have additional land leased in Torrance County for future development that we are in consideration right now. We also have significantly more land leased in Guadalupe and Torrance County than in San Miguel County than what's remaining in Torrance. So, most of

these, as you know, are on the eastern side of the county, just like this project. That other remaining land is located on the site as well. What again? These are voluntary agreements. We do not have eminent domain. These are landowners that own those properties and have decided and elected to sign up for the potential to have wind farm development done on their lands."

Vice-Chair Jaramillo- "And it's their choice?"

Jeremy Turner- "It's their choice. Yes, ma'am."

Vice-Chair Jaramillo- "So, I have lived here in Torrance County for 72 years. I've watched this county.
When I was a young girl, there were all these municipalities that were vibrant. We had schools in Willard. Actually, there was a hospital in Mountainair.
I've lived throughout this county. I am very—I have a personal relationship with a lot of people in Torrance County. I worked for Dr. Saul in Mountainair here for 15 years. I was County Clerk for 26 years.
I care about the people in our county, but we have to provide services for all of us.
There's law enforcement, fire and rescue, medical care, senior services, our departments, our salaries, roads, and emergency services. There's all kinds of services that we have to provide for our citizens, and I take that very seriously.
I would like to say that this money would be used in the future for those services for all of us.
Sometimes we have to make decisions for the good of everyone.
And I really, our kids are in dire need of a place to be here. I have my kids, my grandkids in Mountainair, my great-grandkids in Mountainair. I have all my family that still lives here in Torrance.
So, as Commissioner, this is a hard place to be.
As County Clerk, in my office, I dealt with just my office, and I did a good job. People reelected me for 26 years, and I was concerned about the citizens then, and I am concerned about you now.
So just trust me that this money will be put to good use for the people of Torrance.
Thank you."

Chairman Schwebach - "Do you have any more questions for Mr. Turner?"

Commissioner McCall- "no"

Vice-Chair Jaramillo- "no"

*** On Augst 26th 2026 the following people made a public comment regarding the public hearing**

Ida Lucero:

Swearing-In and Purpose of Testimony

- **County Attorney Mike Garcia** explained that the testimony was being taken under oath because the County intends to incorporate the testimony into the official record for a future public hearing concerning the agenda item.
- Mr. Garcia asked the witness to:
    - State their name.
    - Swear to tell the truth in their testimony.
- Ms. Lucero affirmed that they would tell the truth.

Public Notice and Publication

- Ms. Lucero asked how the upcoming public hearing would be communicated to the public.
- Chairman Schwebach explained that the item would be published in the County's agenda in the same manner as other public-hearing items.
- The item is expected to identify:
    - The ordinance under consideration.
    - The action being considered—whether to approve or not approve the ordinance.
    - The fact that the matter is a public hearing and action item.
- The information will be published in the same location where County agendas are normally posted, so the public can review the matter in advance.

Timing of the Public Hearing

- Ms. Lucero asked whether the public hearing would occur in the near future.
- Chairman Schwebach stated that the matter is scheduled for the next regular County meeting on September 9, 2026.
- The public will be notified through the posted agenda and public-hearing notice.
- At the future meeting:
    - The matter will be brought forward as a public hearing.
    - Individuals wishing to speak for or against the matter will be sworn in.
    - Members of the public will have an opportunity to provide comments and express their views.
    - After public testimony is received, the hearing will be formally closed.

- The matter may then proceed as an action item for consideration by the County.

Status of Approval

- Ms. Lucero asked whether the underlying matter had already been approved.
- Chairman Schwebach clarified that the matter itself has not yet been approved.
- Commissioner McCall distinguished this from the inducement resolution, which has already been approved.
- The approved inducement resolution allows the process to move forward but does not constitute final approval of the matter currently scheduled for public hearing/action.

Audra Tapia, Resident:

- Audra Tapia provided comment concerning the proposed project and the process by which affected landowners and residents were informed.
- Ms. Tapia expressed concern that:
  - It was difficult to obtain information about when the meeting would occur and when residents could provide public comment.
  - Landowners were not adequately consulted before the project moved forward.
  - Residents were not allowed to provide their opinions or indicate whether they wanted the proposed project on or near their properties.
- She stated that affected property owners should have a voice and a choice regarding projects proposed for their property or surrounding area.
- Ms. Tapia stated clearly that she is opposed to the project being located on or around her property.
- At the Commission's request, Ms. Tapia affirmed under oath that her testimony was truthful so it could be included in the official record.

Art Tapia, Resident:

- Art Tapia, a lifelong resident, addressed the Commission regarding the same agenda item.
- Mr. Tapia explained that information about the matter had been provided to residents late the previous evening, leaving him and other community members with little time to understand the issue.
- He stated that several residents were present and wanted clarification regarding:
  - What the project involves.

- What the agenda item concerns.
- How the project could affect the community.

- Mr. Tapia clarified that he was not requesting to testify at that time but was seeking information about the proposal.
- The Commission advised him that a representative, Mr. Burpo, would provide a presentation later in the meeting explaining the project in greater detail.
- Mr. Tapia was informed that the presentation would occur that day.

Public Access to Agendas and Minutes

- **Commissioner Jaramillo** asked Stephanie to explain how members of the public can access meeting agendas and minutes.
- **County Manager Reynolds** explained that:
  - Meeting agendas are available on the County website.
  - Agendas are also posted at the County building, including locations outside and inside the building.
  - Residents may request to have agendas emailed directly to them.
  - For this particular project, the County planned additional public notice through the Independent and potentially the Mountainair Dispatch to reach residents who obtain local information through those publications.
- Regarding minutes:
  - Meeting minutes are available on the County website and through the Clerk's Office.
  - Minutes remain draft documents until approved by the County Commission.
  - Once approved, the minutes become the official legal record of the Commission's proceedings.

Motion; Chairman Schwebach makes motion to close the public hearing; Seconded by Commissioner McCall

- **Roll call vote;**
  - Schwebach – yes

- McCall- yes
- Jaramillo – yes

Motion carried

Public hearing ended at 11: 36 AM.

Motion; Chairman Schwebach makes motion to approve Ordinance 2026-03; Seconded by Commissioner McCall

- **Roll call vote;**
  - Schwebach – yes
  - McCall – yes
  - Jaramillo - yes

Motion carried

Recess 11:38 AM

Back from recess 12:05 PM

B. Assessor: Request approval of Resolution 2026-28 approving the Mill Rates for 2027 and the signing the order to submit to the State if New Mexico Department of Finance and Administration

- **Linda Gallegos, Torrance County Chief Deputy Assessor**
  - Presented an analysis of the 2026 Certificate of Property Tax Rates and accompanying taxable-value and mill-rate spreadsheets.
  - Explained that the information was based on the certificate received from the New Mexico Department of Finance and Administration (DFA) and valuation information certified by the Assessor's Office to the New Mexico Property Tax Division.
  - Stated that her presentation and letter were prepared to help the Commission and future officials understand how property valuations, mill rates, debt service, and taxable values interact.
  - Noted that the presentation was not required by statute, but that the Assessor's Office has historically provided this type of information to help explain the county's tax situation.
  - Linda emphasized that she was relying on DFA and other taxing entities for portions of the data and therefore could not independently attest to

every underlying calculation, particularly factors such as collection rates, yield control, and inflation adjustments.

2026 Taxable Value Increase

- Linda reported the following figures from the county's comparison spreadsheet:
  - 2025 net taxable value: approximately $592.0 million.
  - 2026 net taxable value: approximately $630.0 million.
  - Increase: approximately $37.0 million.
- She explained that taxable value is an important component in determining property-tax revenue, but that the actual tax generated also depends on the applicable mill rate.
- New Mexico's Property Tax Code defines taxable value and establishes the framework for setting property-tax rates. DFA applies statutory rate limitations, including yield-control provisions, when setting rates.

Assessor's Review and Limitations

- Linda explained that the Assessor's Office:
  - Verified that the valuations shown on the certificate were consistent with the values previously certified by the office.
  - Contacted school districts and soil-and-water conservation districts regarding their rates.
  - Received confirmation from Moriarty School District regarding its rates.
  - Received responses from the soil-and-water conservation districts approving their respective rates.
- She noted that some rates appeared to differ by approximately one thousandth of a mill, but she could not determine whether those differences resulted from:
  - Rounding.
  - Yield-control calculations.
  - Other information used by DFA in establishing the rates.
- Linda emphasized that she is not an economist or accountant and was analyzing information supplied by other governmental entities to the best of her ability.
- New Mexico's Taxation and Revenue Department explains that state-assessed property information is incorporated into county tax rolls and that the resulting property-tax base is certified to DFA for use in determining tax rates.

County Debt Service and Mill Rate

- Linda identified a significant change in the county debt-service mill rate:
  - The county's debt-service rate decreased by approximately 0.8183 mills.
  - She said this appeared to be associated with an expiring bond, although she characterized that conclusion as an assumption pending confirmation.
  - She researched county records back to approximately 2015 and found that the county had historically carried a debt-service mill rate.
  - According to her review, 2026 was the first year in that period without a county debt-service mill rate appearing on the certification.
- In response to a Commissioner McCalls question, Linda explained that the county's general mill rate is approximately 11.85 mills for 2026.
- She explained that previous overall county rates had been higher because a debt-service mill was added to the general rate to pay bond obligations.
- The discussion clarified that when a governmental entity issues bonds requiring repayment, a corresponding debt-service tax rate may be imposed to generate the funds

needed to service that debt. New Mexico law provides that DFA sets property-tax rates based on statutory requirements and approved governmental budgets.

School District 16 / Encino Area

- Linda identified School District 16, covering the Encino area, as having one of the most significant changes in the comparison.
- She reported:
  - A substantial increase in taxable value.
  - An increase of nearly one mill in school-district debt service.
  - An increase of approximately $26.02 million in taxable value associated with Blattner Energy business personal property reported to the Assessor's Office.
- She explained that the reported business personal property could include equipment, furniture, fixtures, and similar taxable property.
- After accounting for approximately $767,224 in protested state-assessed value, she calculated a remaining increase of approximately $25.28 million in the non-residential valuation category.
- This amount was highlighted on the spreadsheet provided to the Commission.

Other County and School-District Changes

- Linda reported that other school districts generally experienced smaller changes in taxable value and/or mill rates.
- She said reductions in adjusted values in some districts resulted from property-value protests that were resolved during the county's protest process.
- She also noted that livestock mill rates decreased, with an exception for dairy cattle.
- The spreadsheet provided to the Commission showed changes in both residential and non-residential classifications.

Moriarty School District

- Linda discussed changes in the Moriarty School District as an example of how valuation changes can affect school districts.
- She cited increases in several categories, including:
  - Moriarty residential property.
  - Moriarty non-residential property.
  - Other residential/non-residential classifications within the district.
- She estimated that the Moriarty School District was experiencing several million dollars in increased valuation, potentially approaching approximately $8 million across the categories discussed.
- She noted that the mill-rate changes in the district were relatively small in comparison with the valuation changes, with examples of changes around 0.014 to 0.055 mills.
- Her explanation emphasized that a district could experience a significant increase in taxable valuation without experiencing a similarly large increase in its mill rate.

How Valuation and Mill Rates Affect Taxes

- A Commissioner asked whether the county's overall mill rate had decreased.
- Linda confirmed that the county rate decreased, primarily because the debt-service mill was no longer included.
- The discussion then focused on the relationship between:
  - Property valuation
  - Net taxable value

    - Mill rates
    - Budgetary requirements
    - Actual tax dollars collected
- Linda explained that, generally, taxable value multiplied by the applicable mill rate determines the tax amount.
- Therefore:
    - Higher property values do not automatically mean proportionally higher taxes.
    - A lower mill rate can offset some or all the effects of a higher valuation.
    - Mill rates are tied to the revenue requirements and statutory limitations applicable to the taxing entity.
- New Mexico's Property Tax Code specifically provides for maximum rates and limitations, with local governments imposing general-purpose rates through the budget process and DFA applying applicable statutory limitations.

Role of Property Valuation in County Finances

- Linda emphasized that increasing taxable valuations can expand the tax base available to support public services, including:
    - County government.
    - Schools.
    - Higher education.
    - Fire services.
    - Sheriff's services.
    - Other taxing entities.
- She noted that the effect is not limited to county government because property taxes are distributed among the various governmental and special taxing entities with authority to receive them.
- She also cautioned that valuation increases are not necessarily positive for individual property owners because higher assessed values can affect individual tax obligations, depending on the applicable mill rates and other factors.

Relationship with PILOT Payments and County Projects

- Commissioners connected Linda's presentation to the earlier discussion of payments in lieu of taxes (PILOT) and county finances.
- A Commissioner credited the county's conservative and frugal financial management, as well as PILOT revenue, with helping the county move forward with construction of a proposed county administration building without issuing a bond.
- The Commissioner stated that the building is expected to cost approximately $17 million and emphasized that avoiding additional borrowing can prevent additional debt-service obligations.
- The Commissioner also pointed to the county's lower mill rate as an important consideration for constituents.

Assessor's Office Responsibilities and Staff

- Linda strongly emphasized the amount of work performed by the Assessor's Office to produce the valuation information used in the tax process.
- She explained that the figures are the result of numerous staff functions, including:
    - Data entry.
    - Report generation.
    - Field inspections/checks.

    - Ownership research.
    - Property valuation.
    - Certification and related administrative work.
- She described the Assessor's Office staff as working together as a "well-oiled machine."
- Linda emphasized the importance of:
    - Hiring experienced employees when possible.
    - Providing training and education for staff.
    - Maintaining specialized expertise within county departments.
- She pointed to the office's annual certification of values to DFA as an example of the importance of trained personnel and accurate data.

Discussion of DFA Responsibilities

- Linda expressed concern that DFA's request for the Assessor's Office to independently review additional information could effectively require the county office to perform work that she believes belongs to DFA or other taxing entities.
- She explained that the Assessor's Office does not have access to every piece of information needed to independently reproduce the state's mill-rate calculations, including information relating to:
    - Governmental budgets.
    - Collection rates.
    - Yield control.
    - Inflation factors.
    - Other financial assumptions.
- She said county managers, assessors, and the New Mexico Counties organization had raised concerns about shifting this responsibility to county assessors.
- Linda stated that the various taxing entities know their own budgets and are responsible for providing the relevant information needed for the rate-setting process.
- Under New Mexico law, DFA is responsible for setting property-tax rates by written order, based on the Property Tax Code and approved governmental budgets.

Commission Discussion and Appreciation

- Commissioners expressed appreciation for Linda and the Assessor's Office for providing detailed analysis.
- Commissioner Jaramillo acknowledged that they had previously spent several hours with Linda in her office to better understand the property-tax process.
- Commissioner Jaramillo remarked that Linda's explanation helped make the Commission's financial responsibilities easier to understand despite the complexity of the subject.
- Linda responded that the Assessor's Office has specialized personnel and reiterated her belief that proper training and education allow county employees to perform their responsibilities effectively.
- Commissioners also recognized that other county departments and offices have specialized responsibilities and work hard to serve the county.

Motion; Chairman Schwebach motioned to approve Resolution 2026-28; Seconded by Vice-chair Jaramillo

- **Roll call Vote;**
  - Schwebach – yes
  - McCall - yes
  - Jaramillo – yes

Motion carried

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11. Approvals/Action item:

A. **Manager:** Request approval of MOA between Presbyterian Medical Services and Torrance County concerning the allocation of funds to offset the increased expenses of cleaning and meals for Torrance County senior citizen centers

Presentation and Request

- County staff presented **two Memorandums of Agreement (MOAs)** involving **Presbyterian Medical Services (PMS)** and senior services in Torrance County.
- Staff explained that county representatives met with PMS directors several weeks earlier to discuss renewal of the existing agreement.
- Under the current arrangement:
  - **$10,000** is provided for cleaning/maintenance-related services at senior facilities.
  - **$40,000** is provided toward senior meals and meal delivery.
- Staff noted that the actual cost to operate approximately **one month of senior meal services is estimated at roughly $70,000**, highlighting the significant gap between operational costs and available funding.
- The two MOAs presented different funding levels:
  - **Option 1:** Continue FY 2026 comparable amount of $10,000 for cleaning and $40,000 for meals.
  - **Option 2:** Maintain the $10,000 cleaning allocation while increasing meal funding from **$40,000 to $60,000**, representing a **$20,000 increase**.

Budget Discussion

- County staff clarified that the **$60,000 meal amount is already included in the FY 2027 budget**.
- The higher amount was included during the budget process in anticipation of the potential increase.
- Therefore:
  - No additional budget amendment would be required if the Commission approves the $60,000 amount.
  - If the Commission ultimately chooses to remain at $40,000, the budget can simply be adjusted downward.

- The senior-services funding is maintained in a separate fund rather than the General Fund.
- The county acts in part as a **fiscal agent for senior-services funds**, with county contributions and in-kind services such as building maintenance and utilities reflected in the senior-services budget.

Commission Discussion Regarding Senior Needs

- Commissioners recognized the growing need for senior services as the county's population ages.
- The discussion emphasized that meal funding supports both:
  - Meals served at senior centers.
  - **Home-delivered meals for seniors who cannot travel to a senior center.**
- Commissioners noted that some seniors have limited or no regular social interaction outside of the senior centers and that the daily meal may be one of the few consistent supports they receive.
- Rising costs for **food, labor, and fuel** were identified as factors increasing the cost of providing meals and deliveries.
- Commissioner Jaramillo shared personal experience participating in senior meal deliveries and described the appreciation expressed by seniors receiving the service.
- Commissioners generally expressed support for helping senior citizens and acknowledged that additional funding may be justified.

Concerns Regarding the Proposed $20,000 Increase

- Commissioner McCall expressed concern about approving a recurring increase without first reviewing **current PMS financial information and operational costs**.
- Commissioners emphasized that the concern was **not opposition to PMS or to providing senior meals**, but rather the need to understand the full financial picture before committing county funds.
- Specific information requested included:
  - PMS financial statements/financials.
  - Overall operating costs are associated with Torrance County senior meal services.
  - A clearer breakdown of the costs of meals and delivery.
  - How county funds are allocated and tracked.
  - Information regarding PMS administrative and executive expenses.
  - How much of the additional $20,000 would specifically remain in and benefit **Torrance County**.
  - Whether other counties provide similar subsidies and how PMS allocates its overall funding among counties.
- Commissioner McCall noted that PMS operates across multiple counties and receives federal funding, creating a need to understand how county dollars fit into the organization's broader funding structure.
- Chairman Schwebach stressed the difference between approving a **one-time increase to address an immediate cost issue** and establishing a **recurring $60,000 annual commitment** without knowing the long-term financial implications.

Accountability and Use of County Funds

- Chairman Schwebach requested greater assurance that any additional county funding would directly support **Torrance County senior meal services and deliveries**.

- Chairman Schwebach stated that, because the county does not directly control PMS operations, they need sufficient documentation to understand how the additional funds will be used.
- The discussion focused on establishing a more transparent and comprehensive understanding of:
    - PMS's overall senior-services operation.
    - Torrance County's specific needs.
    - PMS's contribution and other funding sources.
    - The county's appropriate level of financial participation.

PMS Attendance at Future Meeting

- Staff clarified that PMS had **not been formally asked to attend the current meeting**.
- The county representative who met with PMS had told them the funding issue would first be brought before the Commission.
- Commissioners agreed that PMS representatives should be invited to a **future Commission meeting** to present the requested information directly.
- Staff agreed to contact **Angie** and PMS representatives to arrange their attendance.
- Commissioners indicated they would like PMS representatives, including **Greg if available**, to participate so the Commission can work through the financial and operational questions.

Facility Maintenance Concerns

- Commissioner McCall raised a separate concern regarding reports that PMS has experienced frustration with the county's maintenance of senior-service facilities.
- Examples referenced included concerns involving a freezer and other facility maintenance issues.
- County staff stated that this had not been the understanding from their most recent conversation with PMS, indicating that PMS had described the county's maintenance as generally adequate and was seeking clarification on certain matters.
- Commissioners agreed that the maintenance concerns should also be addressed with PMS at the next meeting.
- The Commission expressed interest in hearing about both sides of the issue before deciding regarding increased meal funding.

Commission Direction / Follow-Up

- No final decision was made on the proposed $20,000 increase at this meeting.
- The Commission's general position was that it is willing to consider additional funding for senior meals and delivery but needs more detailed information before approving the recurring increase.
- Staff were directed to:
    - Contact PMS and arrange for representatives to attend the next Commission meeting.
    - Request and provide PMS financial documentation.
    - Obtain a detailed explanation of the senior meal and delivery operation.
    - Clarify how county funding is allocated specifically to Torrance County.
    - Address facility maintenance concerns and outstanding questions.
- The matter is expected to be returned to the Commission at the next meeting for further discussion and possible action.

Motion; Chairman Schwebach motioned to table; seconded by Commissioner McCall

- **Roll call vote;**
  - Schwabach – yes
  - McCall – yes
  - Jaramillo - yes

Motion carried

B. **Manager;** review, discussion and request approval for the PMS Mountainair Clinic Lease and Slide letter of leases with PMS

Presentation of Lease Agreement

- County manager Reynolds presented an existing lease agreement between Torrance County and Presbyterian Medical Services (PMS) concerning the Mountainair Clinic / Esperanza medical building.
- County manger Reynolds explained that the requested changes to the agreement were limited to:
  - Updating the dates to reflect the current year.
  - Correcting several typographical errors.
  - No other substantive changes were proposed.
- The agreement is structured as a 10-year lease, which would run for the next 10 years if approved.
- County manager Reynolds reported that the lease agreement had lapsed and had not been renewed for some time, creating some urgency to reinstate the agreement.
- PMS provided the agreement following review by its attorney, and the county's legal counsel also reviewed the document.

Lease Payments

- A schedule of historical lease payments was included with the agreement.
- The documentation provided historical payment information dating back to approximately 2010, with additional schedules covering later years.
- Commissioners noted significant fluctuations in the annual lease payments, including:
  - Approximately $176,000 in 2017.
  - Approximately $113,000 in 2025.
- Commissioners requested an explanation of why the lease payments have changed substantially over time.
- County manager Reynolds agreed to request from PMS:
  - The proposed lease-payment schedule for 2026 and future years.
  - A historical explanation of the changes in lease rates.
  - Additional details regarding how the current and future lease amounts were established.

Ownership of the Property

- Commissioner McCall requested clarification regarding ownership of the building and property.

- County manager Reynolds clarified that Torrance County owns the property/building, while Presbyterian Medical Services is the tenant.
- The agreement specifically identifies the Mountainair parcel as being owned by Torrance County.
- The facility was identified as the Esperanza building / Mountainair Clinic.

Historical Background of the Building

- Commissioners discussed the history of how Torrance County acquired the medical building and property.
- The discussion indicated that the county acquired the property and that portions of the facility were subsequently renovated or expanded.
- Commissioners recalled that the medical facility may have been constructed or expanded during an earlier period associated with Dr. Saul, but the exact history was not immediately clear during the meeting.
- There was discussion about whether the county originally financed the acquisition or construction through bonds or another financing mechanism; this was not established during the meeting.
- Commissioners agreed that additional historical research was necessary rather than relying on recollection.

Relationship Between Medical and Senior Services

- Commissioners requested clarification regarding the relationship between:
    - The medical portion of the Esperanza/Mountainair facility.
    - The senior-center portion of the facility.
    - PMS's role in each area.
- The Commission indicated that a clearer understanding of the county's historical relationship with PMS would help determine how the current lease should be handled.
- Chairman Schwebach noted that the property and agreements appear to have a long history and that the Commission should have a complete understanding before approving a renewed 10-year agreement.

Commission Concerns and Direction

- Chairman Schwebach expressed that he was not prepared to approve the lease solely based on the information currently available.
- The Commission requested a more complete historical and financial explanation, including:
    - How Torrance County acquired the building and land.
    - The history of construction, renovation, and expansion.
    - The history of the county's relationship with PMS regarding the property.
    - Historical lease rates and the reasons for changes.
    - Current and proposed future lease payments.
    - The relationship between the medical clinic and senior-center operations at the facility.
- County manager Reynolds agreed to conduct additional research, including reviewing prior Commission meeting minutes and county records, to reconstruct the history of the property and agreement.

- County manager Reynolds will also seek additional information from PMS regarding the lease-payment schedule and historical rate changes.
- The matter will be returned to the Commission after the requested research and clarification have been completed.

C. Manager; Request approval to pay prior year invoice from the FY27 budget to The Master's Touch in the amount of $3,325.78 and $133.54. Purchases are for contracted services for printing and mailing statutorily required delinquent property tax notices.

- County manager Reynolds presented two invoices received on May 31, 2026, for Commission consideration.
- County manager Reynolds requested approval to pay the invoices from the FY 2027 budget.
- County manager Reynolds confirmed that funding has already been appropriated in the FY 2027 budget to cover both invoices.
- No additional budget adjustment was requested.
- The Commission was asked to approve payment of the two invoices from the appropriate FY 2027 budget appropriations.

Motion; Chairman Schwebach made a motion to approve request; seconded by vice-chairman Jaramillo

- **Roll call Vote**;
  - Schwebach – yes
  - McCall – yes
  - Jaramillo – yes

Motion carried

D. Fire/Ems/Union; Requested approval of MOU as discussed in the 8/26/2026 meeting. The MOU did not reflect the CAP for the compensatory (comp) tine as discussed with the commission for an increase from 160hours CAP to 232hours CAP

- County manager Reynolds presented a corrected Memorandum of Understanding (MOU) for Commission review and signature.

- County manager Reynolds explained that the MOU reflects the terms discussed and agreed upon during the previous Commission meeting.
- The version presented at the prior meeting incorrectly continued to reflect 160 hours.
- The current MOU corrects that provision to accurately reflect the terms previously discussed by the Commission.
- County manager Reynolds characterized the change as a document correction for signature, with no other substantive changes identified.
- The Commission was asked to approve the corrected MOU for execution

Motion; Chairman Schwebach made a motion to approve the MOU; seconded by Commissioner McCall

- **Roll call vote;**
  - Schwebach – yes
  - McCall – yes
  - Jaramillo – yes

Motion carried

E. **Finance/Human Resources;** Request approval to pay Peavey Performance Systems in the amount of $2,1500.00. Purchase of safety cards made prior to the appropriate procurement processes.

- County manager Reynolds presented an invoice from PV Performance Systems in the amount of $2,150 for approval.
- The purchase relates to the County's Safety Committee, including the safety "scratch cards" distributed to employees.
- County manager Reynolds explained that the purchase resulted from a communication breakdown between departments:
  - One department directed another department to make the purchase.
  - Each department believed the other had completed the required purchasing procedures.
  - As a result, the required requisition/procurement process was not completed before the order was placed.

- County manager Reynolds clarified that the invoice has not been paid and is being brought before the Commission for approval of payment.

Procurement and Finance Clarification

- Chairman Schwebach questioned how the purchase proceeded without the required procurement process.
- County manager Reynolds clarified that Finance identified the issue before payment was made.
- Historically, the Human Resources Department oversaw the Safety Committee and related purchases.
- Over the past several years, other departments have assisted with or assumed responsibility for various Safety Committee functions and purchases, contributing to confusion over who was responsible for completing the procurement process.
- County manager Reynolds stated that the issue was addressed during the most recent department-head meeting and that procedures have been clarified to prevent a recurrence.
- County manager Reynolds requested approval to pay the $2,150 PV Performance Systems invoice.
- The discussion established that Finance caught the procurement issue before payment and that the invoice is being submitted to the Commission for proper approval and payment.

Motion; Chairman Schwebach made a motion to approve this invoice; Seconded by Vice-Chair Jaramillo

- **Roll call vote**
  - Schwebach – yes
  - McCall – yes
  - Jaramillo – yes

Motion carried

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12. <u>Discussion</u>

A. <u>Clerk's report; Sylvia Chavez</u>

-
  - Provided an update on preparations for the upcoming **2026 General Election**, emphasizing that election preparations are already underway even though Election Day is not until November.
  - Reported that election worker training is scheduled to begin the following week.

- Said the County Clerk's Office is targeting September 29–30 for tabulator/machine certification, although those dates remain tentative pending receipt of required cards and materials.
- Explained that the certification process will occur shortly before early voting begins. The Secretary of State's published 2026 schedule confirms that early in-person voting begins October 6, 2026, with the General Election scheduled for November 3, 2026.
- Reported that the office had already begun receiving absentee/mailed-ballot requests.
  - At the time of the report, approximately 406 voters were on the permanent absentee list.
  - Additional requests are being received daily, either online or by phone from voters requesting applications.
  - The Secretary of State confirms that New Mexico voters can voluntarily enroll in the permanent absentee list and request mailed ballots through the state's election system.

Commission District 1 Candidate Update

- Sylvia apologized for not previously providing the Commission with an update regarding an independent candidate for Commission District 1.
- She reported that the Secretary of State's Office had qualified the candidate.
- As a result, she stated that there will be three candidates on the Commission District 1 ballot:
  - Nathan Schaffer
  - Stephen Garrett
  - Albert Chavez
- Sylvia clarified that Stephen Garrett will appear as an independent candidate rather than a write-in candidate.
- She explained that there had previously been campaign-finance reporting matters that needed to be resolved before the Secretary of State's Office could complete the qualification process.
- Sylvia said her office is already conducting election checkpoints to verify that:
  - All races are correct.
  - District assignments are correct.
  - Election materials and preparations are on schedule.

Election Preparation and Public Participation

- Sylvia emphasized that election administration begins well before most voters start thinking about the election.
- She stated that the County Clerk's Office is already preparing in September for the November election.
- Once the tabulator certification date is finalized, Sylvia said she will:
  - Notify the Commission.
  - Contact the candidates.
  - Invite candidates to attend the certification process.
- She noted that the machine/tabulator certification is open to the public, allowing candidates and members of the public to observe and become familiar with how the equipment is certified.

- The Secretary of State confirms that New Mexico uses paper ballots scanned on optical-scan tabulating systems, including for early voting, mailed ballots, and Election Day voting.

Absentee Voting / Election Law Questions

- Commissioner Jaramillo questioned whether there had been changes to absentee-voting law, particularly concerning the processing of absentee ballots.
- Sylvia responded that she was not aware of any changes affecting this election and said the process remains the same.
- She indicated that she expects the upcoming General Election to generally follow the established election process.
- Sylvia noted that there is no write-in candidates expected to create an issue for this election.
- She also discussed voters who are declined-to-state/unaffiliated, explaining that they will be able to participate in the General Election.
- For context, the Secretary of State currently identifies New Mexico's primary system as semi-open, under which unaffiliated voters may select a major-party ballot in a primary without changing their registration.

Potential 2028 Presidential Primary Issue

- Sylvia raised a significant issue concerning a potential change to the timing of the 2028 presidential primary.
- She explained that the National Democratic Party is seeking a February presidential primary in New Mexico.
- According to Sylvia, the proposed change would create a significant administrative burden for the state's 33 county clerks.
- She explained that county clerks would potentially be dealing with:
    - Completion of the November election.
    - December runoff or recount-related responsibilities.
    - Preparation for a February Democratic presidential primary.
    - Another primary election in June for other offices.
- Sylvia stressed that the compressed schedule could create challenges involving:
    - Staffing
    - Election administration
    - Tabulator certification
    - Election equipment availability
    - Election financing
    - Voter education and confusion
- She specifically noted that election equipment must remain secured/intact for a required period after an election, which could create additional scheduling complications if another election follows closely afterward.
- Sylvia said the proposed February election would be an actual election rather than an all-mail election, meaning the county would potentially need polling locations, election workers, equipment, and other standard election infrastructure.
- She explained that the proposed February election would be specifically for the presidential race, while the regular June primary would still occur for other candidates/offices.

Funding and County Clerk Concerns

- Chairman Schwebach asked whether the state would pay for the additional election.
- Sylvia responded that the state would fund it.
- She said the 33 county clerks had been asked to provide estimated costs for conducting the additional election.
- Sylvia acknowledged that the clerks had intentionally provided higher estimates as part of their effort to communicate the administrative and financial burden associated with adding another election.
- She said county clerks generally have concerns about:
    - The additional workload.
    - Financial demands.
    - Staffing requirements.
    - Voter confusion.
    - The compressed election calendar.
- Sylvia also noted that the state is already reducing some election funding allocations, making the prospect of an additional election particularly challenging from the county-clerk perspective.

Legislative Process / Next Steps

- Chairman Schwebach asked whether changing the election schedule would require state legislation.
- Sylvia indicated that state legislation would be required.
- She said she plans to contact local legislators and representatives to explain the county clerks' concerns.
- Her communication would address:
    - The administrative impact.
    - Staffing requirements.
    - Election equipment and certification schedules.
    - Financial implications.
    - Potential voter confusion.
- Commissioner Jaramillo asked whether Sylvia had anything in writing about the proposed February 2028 presidential primary.
- Sylvia said she did not have documentation immediately available but would ask for written information and provide it to the Commission.

B. <u>Manager's report;</u>

1. Review, discussion of amendment to County Ordinance 2003-01 the Economic Development Ordinance.

- County manager Reynolds presented two ordinances for discussion:
    - The existing Torrance County Economic Development/LEDA ordinance approved in 2003.
    - A newer, previously unnumbered proposed version containing redlined amendments.

- County manager Reynolds explained that the proposed revisions originated from a request by Commissioner McCall to review and update the County's economic development ordinance.
- County legal counsel reviewed the ordinance and explained the purpose of the proposed amendments.
- The primary issue identified was that the existing ordinance references the Estancia Valley Economic Development Association (EVEDA), which is no longer in existence.
- Legal counsel proposed relatively minor amendments rather than a complete rewrite of the ordinance.

Proposed Changes

- The proposed revisions would:
  - Remove reliance on a specific economic development organization that is no longer operating.
  - Give the Commission greater discretion to work with an appropriate economic development agency, authority, association, or other entity.
  - Provide flexibility regarding representation and participation with the selected economic development organization.
  - Avoid tying Torrance County to one specific organization in perpetuity.
- Legal counsel noted that the changes are primarily located in Sections 6.1, 6.2, and 8.2.
- The proposed changes are shown in redline in the draft ordinance.
- Counsel emphasized that the amendments were intentionally kept narrow to avoid unintentionally affecting other provisions of the ordinance.

Current Economic Development Support

- Commissioner McCall discussed the County's current relationship with AREA and economic-development organizations.
- County attorney clarified that Torrance County has an agreement with AREA to provide certain economic-development support, although the County does not currently have a contractual relationship with a specific organization for the purposes addressed by the existing LEDA ordinance.
- The existing ordinance continues to reference the former Estancia Valley organization, creating a need for an update.

Immediate Economic Development Opportunity

- Commissioner McCall explained that the New Mexico state economic development team has contacted the County regarding a potential company interested in locating at the greenhouses south of Estancia.
- The proposed project could potentially bring approximately 50 jobs to the area.
- State economic-development officials indicated that LEDA funding may be available to assist with bringing the company to Torrance County.
- However, the County's current LEDA ordinance needs to be updated because it references an organization that is no longer operating.
- Commissioners recognized the importance of updating the ordinance proactively so that the County is prepared if the project or another economic-development opportunity moves forward.

Economic Development Contractor

- Commissioner McCall asked how the proposed ordinance would interact with the $100,000 previously budgeted for an economic-development contractor.

- The Commission discussed whether a contractor hired directly by Torrance County could operate under the County's economic-development efforts without being specifically named in the LEDA ordinance.
- Legal counsel indicated that directly contracting with an individual or firm for economic-development services is permissible and is not necessarily the same issue as the County's relationship with an economic-development agency under the ordinance.
- Commissioners agreed that the ordinance should be written broadly enough that the County does not have to amend the ordinance every time its economic-development contractor or partner changes.
- Staff and legal counsel indicated that the proposed revised language is intentionally broad enough to provide that flexibility.

Commission Discussion

- Chairman Schwebach expressed general support for moving forward with the ordinance update.
- The Commission emphasized the importance of having the ordinance in place before an economic-development opportunity arises, rather than waiting until a specific project requires it.
- Chairman Schwebach also indicated that the revised ordinance should:
    - Remain flexible.
    - Allow the County to work with different economic-development entities or contractors.
    - Avoid requiring repeated ordinance changes whenever the County's economic-development arrangements change.

Direction / Next Steps

- No final adoption of the ordinance occurred at this discussion.
- Commissioners were asked to review the redlined draft and provide any additional comments or concerns.
- Commissioner McCall indicated its desire to move the ordinance forward toward public hearing.
- Staff/legal counsel will prepare the proposed ordinance for the required public-hearing process.
- The anticipated timeline discussed was to bring the matter forward at the second upcoming Commission meeting, allowing the required notice/public-hearing period to be satisfied.
- The proposed amendments will remain focused on updating the outdated economic-development references while providing the County with broader flexibility to pursue future economic-development opportunities.

2. Discussion reallocation of current county administration building after new county administration building is operational.

- The Chair requested that the future use of the existing County administration building remains a standing discussion item for future Commission meetings.
- The discussion arose following conversations between County leadership and staff regarding the anticipated construction of a new administration building.

- Commissioners agreed that planning should begin now because the new administration building could take approximately two years, and decisions about the current building will affect:
    - Future maintenance expenditures.
    - Capital improvements.
    - Department locations.
    - Long-term facility planning.
    - Capital Improvement Plan (CIP/ICIP) priorities.

Potential Public Safety Complex

- County manager Reynolds reported that preliminary discussions have begun with department heads regarding potential future uses of the existing building.
- One concept under consideration is converting the current building into a public safety complex housing some combination of:
    - Sheriff's Office.
    - Fire/emergency services.
    - Other public-safety functions.
- County manager Reynolds noted that public-safety departments currently have significant space needs and are, in some respects, outgrowing or lacking adequate space.
- Commissioner Jaramillo discussed the potential benefit of placing law enforcement and emergency services in the same facility because the departments work closely together.
- County manager Reynolds noted that similar public-safety complexes exist in other counties.

Heating, Cooling, and Building Improvements

- Commissioner McCall discussed the need to determine whether the existing building is worth investing in or whether it should eventually be repurposed or retired.
- Heating and cooling were identified as significant considerations if additional departments move into the building.
- County manager Reynolds reported that Maintenance is developing preliminary cost information for three separate heating/cooling units, potentially serving:
    - The south portion of the building.
    - The center portion.
    - The north portion.
- Separate systems could allow portions of the building to be heated or cooled independently depending on occupancy.
- Chairman Schwebach emphasized that a decision about future building use should be made before committing substantial funds to major HVAC or other improvements.

Potential Department Relocations

- Commissioners discussed identifying all County departments that may not have space in the planned new administration building.
- Departments/functions mentioned for further consideration included:
    - Sheriff's Office.
    - Fire/emergency services.
    - Extension Office.
    - DWI Coordinator and other smaller functions.
    - Dispatch, depending on future space requirements.

- The Code Department was noted as already having a planned location and therefore not necessarily part of this relocation discussion.
- The goal is to develop a comprehensive list of departments, determine their space requirements, and identify where each function could ultimately be housed.

Sheriff's Office and Related Facilities

- Chairman Schwebach identified the Sheriff's Office as a priority because of its need for additional space and better separation of functions.
- The Sheriff's Office's current facilities and the red building in Moriarty were discussed as part of a potentially larger relocation plan.
- Under one concept, moving public-safety operations could free the red building for:
    - Sheriff's storage.
    - Vehicles.
    - Evidence and other secured functions.
- County manager Reynolds also discussed the possibility that the CID building could become available if the Sheriff's Office is relocated, potentially allowing that facility to be repurposed as an Emergency Operations Center (EOC).

Red Building in Moriarty

- Chairman Schwebach revisited the history and potential uses of the red building in Moriarty.
- The County acquired the building during the COVID-19 period with an initial concept of using it for vaccination operations.
- Since then, several possible uses have been discussed, including:
    - Emergency operations.
    - Youth-center activities.
    - Other County/community functions.
- Chairman Schwebach noted that the building has continued to be considered for multiple purposes without a definitive long-term plan.
- Chairman Schwebach expressed a desire to move from preliminary ideas toward a coordinated facilities plan.

Extension Office / Fairgrounds

- County manager Reynolds noted that the Extension Office could potentially relocate to an office at the fairgrounds if the County is awarded a pending grant.
- Chairman recognized that several potential projects and grants could affect the ultimate configuration of County facilities.
- The Commission discussed the importance of coordinating these projects so that departments are placed in facilities that best meet their operational needs.

Existing Building vs. New Construction

- Staff suggested that investing some funds into the existing building could potentially be more cost-effective than constructing one or more entirely new facilities for departments that need additional space.
- Commissioners agreed that the question is not simply whether to spend money, but how much investment is appropriate based on the building's long-term purpose.
- Chairman Schwebach noted that the County should first determine:
    - How the building would be laid out.
    - Which departments would occupy it.
    - How much space does each department require.

    - Which restrooms and areas need to remain accessible to the public.
    - Which areas can be restricted.
    - What heating, cooling, electrical, and other infrastructure upgrades would be necessary.
- These determinations would provide a basis for deciding what improvements are financially justified.

New Administration Building

- County manager Reynolds reported ongoing discussions with Wilson & Company regarding the proposed new administration building.
- County manager Reynolds stated that they have asked whether completing the project within approximately two years is realistic.
- Wilson & Company reportedly indicated that a two-year timeline is ambitious but potentially achievable if the County and project team remain committed and move quickly.
- County manager Reynolds indicated that additional information is being developed before proceeding to an RFP.
- Chairman Schwebach discussed the possibility of planning for approximately two years while recognizing that the actual schedule could be extended to three years.

Long-Term Facilities Planning

- Chairman Schwebach agreed that the County needs a comprehensive plan for its facilities, rather than continuing to address buildings on a case-by-case basis.
- The discussion is intended to help determine:
    - Which buildings should the County retain.
    - Which buildings should be repurposed.
    - Which buildings may eventually be retired.
    - Where each department should be located.
    - What capital improvements should be included in the ICIP/CIP.
    - How future funding should be prioritized.
- Chairman Schwebach expressed a desire to have a clear plan before the new administration building is completed so that departments can transition efficiently.

Commission Direction / Next Steps

- The matter will remain a standing discussion item on future Commission agendas.
- County manager Reynolds will continue preliminary conversations with affected department heads.
- County manager Reynolds will develop additional information regarding:
    - Current and future department space requirements.
    - Potential public-safety complex configurations.
    - HVAC and other infrastructure needs.
    - Estimated improvement costs.
    - Potential uses for the red building and CID building.
    - The relationship between the existing facilities and the future administration building.
- County manager Reynolds will continue working with Wilson & Company toward the new administration-building project and anticipated RFP process.
- The Commission will continue evaluating whether to invest in, repurpose, or eventually retire the existing building based on the County's long-term facility needs.

- No specific funding allocation or construction project was approved during this discussion.

C. **Commissioners' reports;**

- Commissioner McCall, District 1-
  - none
- Commissioner Schwebach, District 2-
  - Reported that He did not have any updates or additional business to present at this time.
  - Expressed appreciation to the members of the public who have been attending and participating in county meetings.
  - Specifically welcomed new attendees and new faces, encouraging continued community participation.

- Commissioner Jaramilllo, District 3-
- The Commissioner provided a report on several recent community events and activities attended in Moriarty, Mountainair, and Estancia.

August 29 — Veterans Memorial Ceremony, Moriarty

- Attended a ceremony at the Veterans Memorial Wall in Moriarty commemorating local veterans.
- The event included a veterans' motorcycle/bike ride honoring and remembering veterans.
- Mayor Anaya and members of the VFW were also in attendance.
- The Commissioner expressed appreciation for the opportunity to participate in an event honoring area veterans.

August 29 — Mountainair Sunflower Festival

- Following the veteran's ceremony, the Commissioner traveled to Mountainair to attend the Sunflower Festival.
- The festival was described as a great success, with:
  - A large attendance.
  - Numerous vendor booths.
  - Food.
  - Music.
  - Community activities.
- Commissioner Jaramillo noted the strong community participation and turnout.

St. Alice Parish Bingo

- The Commissioner also attended a bingo fundraiser hosted by St. Alice Parish at the Dr. Saul Community Center.
- The event was described as very well attended and packed.
- The Commissioner participated in support of the parish, although she jokingly noted that they did not win at bingo.
- It was noted that St. Alice Parish serves several regional mission churches, including communities in:
  - Abo.
  - Punta de Agua.
  - Manzano.

- Torreon
- Willard.

September 3 — Town of Estancia Water Update

- On September 3, Commissioner Jaramillo attended a special meeting of the Town of Estancia concerning the community's ongoing water situation.
- An update was provided regarding planned water-system improvements.
- One well was scheduled for an upgrade during the week, with additional projects to follow once the necessary requirements and compliance measures with the Water Board are completed.

Community Engagement

- The Commissioner emphasized the importance of attending community events as an elected official and being personally involved in the communities served by Torrance County.
- Having lived in the area throughout their life, the Commissioner stated that attending local functions provides an opportunity for residents to approach elected officials directly and discuss their concerns.
- Commissioner Jaramillo acknowledged that elected officials cannot always directly resolve residents' concerns because of **laws, regulations, and other governmental limitations**.
- However, Commissioner Jaramillo emphasized that residents often appreciate simply having someone willing to **listen to them and hear their concerns**.
- The Commissioner expressed a commitment to continuing this type of community engagement and constituent outreach.

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13. Executive session- None

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14. Consideration of Action(s)- None

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

September 23, 2026

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16. Signing of official documents

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17. Adjournment

Motion; Chairman Schwebach motions to adjourn; seconded by Vice-chairman Jaramillo

- **Roll call vote;**
  - Schwebach – yes
  - McCall – yes
  - Jaramillo – yes

Motion Carried

Meeting adjourned at 1:24 PM.

_____ _____

Ryan Schwebach - Chairman Janelle Potts– 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

Torrance County, NM

Check Report

By Check Numbe

Date Range: 09/03/2026 - 09/14/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Main Checking-Main Checking						
Payment Type: EFT						
1232	CORECIVIC INC.	09/10/2026	EFT	0.00	106,419.62	573
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TCDF 082026	Invoice	09/08/2026	Inmate Care for August	0.00	106,419.62	
	420-070-2172	CARE OF INMATES	Medical Transports Mileage	1,560.28		
	420-070-2172	CARE OF INMATES	Reimbursement	225.00		
	420-070-2172	CARE OF INMATES	Inmate Care for August - Medica	12,851.44		
	420-070-2172	CARE OF INMATES	Inmate Care for August - Manda	91,782.90		
4832	PRESBYTERIAN HEALTH PLAN	09/10/2026	EFT	0.00	7,211.43	574
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
A0002863-0005	Invoice	09/10/2026	REMAINDER OF HEALTH INSURANCE	0.00	7,211.43	
	401-000-9001	Payroll Liabilities	REMAINDER OF HEALTH INSURA	7,211.43		
418	COLUMBUS BANK AND TRUST	09/10/2026	EFT	0.00	463.74	575
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0006554	Invoice	09/10/2026	Flex Plan	0.00	463.74	
	401-000-9001	Payroll Liabilities	Flex Plan	463.74		
VEN01472	PROFESSIONAL FIREFIGHTERS OF TORRANCE C	09/10/2026	EFT	0.00	322.00	576
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0006553	Invoice	09/10/2026	FIRE FIGHTER UNION DUES	0.00	322.00	
	401-000-9001	Payroll Liabilities	FIRE FIGHTER UNION DUES	322.00		
5189	SUNRISE BANK	09/10/2026	EFT	0.00	2,117.76	577
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0006568	Invoice	09/10/2026	Sunrise Loan	0.00	2,117.76	
	401-000-9001	Payroll Liabilities	Sunrise Loan	2,117.76		
VEN01566	UnitedHealthcare Insurance Company	09/10/2026	EFT	0.00	57,161.85	578
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0006570	Invoice	09/10/2026	UnitedHealthcare Insurance	0.00	52,719.50	
	401-000-9001	Payroll Liabilities	UnitedHealthcare Insurance	52,719.50		
INV0006571	Invoice	09/10/2026	UnitedHealthcare Insurance	0.00	4,442.35	
	401-000-9001	Payroll Liabilities	UnitedHealthcare Insurance	4,442.35		
			Total EFT:	**0.00**	**173,696.40**	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payment Type: Regular						
4833	PRESBYTERIAN INSURANCE CO.	09/10/2026	Regular	0.00	-7,211.43	137880
VEN01550	JARRAH MEDINA	09/03/2026	Regular	0.00	3,008.63	138083

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
august 2026	Invoice	09/03/2026	JARRAH MEDINA DV SERVICES	0.00	3,008.63
	690-009-2271	CONTRACT - OTHER SERV	JARRAH MEDINA DV SERVICES A	3,008.63	

VEN01653	Noe Abel Borjas	09/03/2026	Regular	0.00	200.00	138084

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
PHOENIX AZ	Invoice	09/03/2026	TRAVEL TO PHOENIX AZ TRANSPORTATIO	0.00	200.00
	401-050-2205	TRAVEL - EMPLOYEES	TRAVEL TO PHOENIX AZ TRANSP	200.00	

VEN01339	RICARDO C. SANCHEZ JR.	09/03/2026	Regular	0.00	200.00	138085

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
PHOENIX AZ	Invoice	09/03/2026	TRAVEL TO PHOENIX AZ TRANSPORTATIO	0.00	200.00
	401-050-2205	TRAVEL - EMPLOYEES	P	200.00	

5450	AMAZON BUSINESS	09/10/2026	Regular	0.00	95.56	138086

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
1G7Y-N17H-JDNT	Invoice	09/03/2026	Amazon Order	0.00	95.56
	401-010-2219	SUPPLIES - GENERAL OFFI	Black sprial notebook	9.99	
	401-010-2219	SUPPLIES - GENERAL OFFI	green Five star sprial notebook	12.24	
	401-010-2219	SUPPLIES - GENERAL OFFI	purple Five star sprial notebook	12.32	
	401-010-2219	SUPPLIES - GENERAL OFFI	red sprial notebook	9.99	
	401-010-2219	SUPPLIES - GENERAL OFFI	Blue Five star sprial notebook	12.36	
	401-010-2219	SUPPLIES - GENERAL OFFI	blue sprial notebook	9.99	
	401-010-2219	SUPPLIES - GENERAL OFFI	green sprial notebook	9.99	
	401-010-2219	SUPPLIES - GENERAL OFFI	pink sprial notebook	8.69	
	401-010-2219	SUPPLIES - GENERAL OFFI	tan sprial notebook	9.99	

5384	ASPHALT ZIPPER INC.	09/10/2026	Regular	0.00	2,375.81	138087

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
1327	Invoice	09/08/2026	Parts to repaid Asphalt Zipper	0.00	2,375.81
	402-060-2244	MAINTENANCE & REPAIR	4MP-4MFFOR90	10.23	
	402-060-2244	MAINTENANCE & REPAIR	2G1-4FFORX	110.23	
	402-060-2244	MAINTENANCE & REPAIR	Rotery Union	589.24	
	402-060-2244	MAINTENANCE & REPAIR	6FFOR	20.26	
	402-060-2244	MAINTENANCE & REPAIR	Drive Belt	1,476.20	
	402-060-2244	MAINTENANCE & REPAIR	6FFOR reducer	15.22	
	402-060-2244	MAINTENANCE & REPAIR	Shipping	154.43	

3594	AUTOZONE INC.	09/10/2026	Regular	0.00	389.98	138088

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
02248335978	Invoice	09/09/2026	Autozone Open PO 7/2026-9/2026	0.00	389.98
	416-083-2201	MAINTENANCE & REPAIR	Core	44.00	
	416-083-2201	MAINTENANCE & REPAIR	Duralast Gold Battery	345.98	

5408	BANK OF AMERICA	09/10/2026	Regular	0.00	288.00	138089

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
DI-1600-4848	Invoice	09/03/2026	Domain Renewal	0.00	288.00
	650-071-2271	CONTRACT - OTHER SERV	Domain Renewal	288.00	

5410	BERNALILLO COUNTY	09/10/2026	Regular	0.00	4,750.00	138090

Vendor Number / Payable # / Account Number	Vendor Name / Payable Type / Account Name	Post Date	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
5410	BERNALILLO COUNTY		09/10/2026	Regular	0.00	3,384.30	138091
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
885	Invoice	09/08/2026	Inmate Housing for Bernalillo County		0.00	3,384.30	
	420-070-2172		CARE OF INMATES	Inmate Housing for Bernalillo Co	3,384.30		
859	BOUND TREE MEDICAL, LLC		09/10/2026	Regular	0.00	4,567.53	138092
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
86338003	Invoice	09/09/2026	Bound Tree EMS		0.00	4,567.53	
	416-083-2230		SUPPLIES - MEDICAL	Gloves X-Large	134.33		
	416-083-2230		SUPPLIES - MEDICAL	Capno kit w/BiTrac ED and Neb	343.16		
	416-083-2230		SUPPLIES - MEDICAL	IV Catheter with Blood control	181.00		
	416-083-2230		SUPPLIES - MEDICAL	Zoll X series paper 80mm red gri	131.40		
	416-083-2230		SUPPLIES - MEDICAL	Removable Sure-lok Needle free	228.00		
	416-083-2230		SUPPLIES - MEDICAL	Blue sensor M, Adult 50pk	1,040.80		
	416-083-2230		SUPPLIES - MEDICAL	Lidocaine 2% 100mg/5mL	94.23		
	416-083-2230		SUPPLIES - MEDICAL	fixed Depth Safety Lancet, Pink	213.75		
	416-083-2230		SUPPLIES - MEDICAL	Obstetrical Kit with Head warm	51.72		
	416-083-2230		SUPPLIES - MEDICAL	Brass Oxygen Regulator	331.14		
	416-083-2230		SUPPLIES - MEDICAL	Splint Standard Roll Gay 36in Lx	929.40		
	416-083-2230		SUPPLIES - MEDICAL	Gloves Small	233.90		
	416-083-2230		SUPPLIES - MEDICAL	HyFin Vent Chest Seal, Twin Pac	270.20		
	416-083-2230		SUPPLIES - MEDICAL	Gloves Medium	384.50		
106	CENTRAL NM ELECTRIC COOP.		09/10/2026	Regular	0.00	148.28	138093
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
09.2026 8880995	Invoice	09/09/2026	Fairgrounds Broadband Services for one y		0.00	148.28	
	401-096-2207		TELECOMMUNICATIONS	Business Edge Package 250MBP	148.28		
3391	CINTAS CORPORATION NO. 2		09/10/2026	Regular	0.00	2,575.32	138094
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
5358469809	Invoice	09/08/2026	ADMIN MEDICINE CABINET REFILLS		0.00	391.92	
	600-006-2248		SUPPLIES - SAFETY	ADMIN MEDICINE CABINET AUG	368.67		
	600-006-2248		SUPPLIES - SAFETY	ADMIN MEDICINE CABINET SER	23.25		
5358469810	Invoice	09/08/2026	SHERIFF'S MEDICINE CABINET		0.00	111.66	
	401-050-2271		OTHER SERVICES	SERVICE CHARGE	23.25		
	401-050-2271		OTHER SERVICES	CABINET REFILLS	88.41		
5358469811	Invoice	09/08/2026	ROAD DEPT MEDICINE CABINET REFILLS		0.00	277.78	
	402-060-2248		SUPPLIES - SAFETY	ROAD DEPT MEDICINE CABINET	254.53		
	402-060-2248		SUPPLIES - SAFETY	SERVICE CHARGE	23.25		
5358469814	Invoice	09/08/2026	DISPATCH MEDICINE CABINET REFILLS		0.00	221.46	
	911-080-2248		SUPPLIES - SAFETY	SERVICE CHARGE	23.25		
	911-080-2248		SUPPLIES - SAFETY	DISPATCH MEDICINE CABINET R	198.21		
9388099722	Invoice	09/03/2026	Q1 Cintas AED		0.00	1,435.50	
	600-006-2271		CONTRACT - OTHER SERV	Q1 August	1,435.50		
9388192768	Invoice	09/03/2026	SHERIFF DEPT EYEWASH STATION		0.00	137.00	
	401-050-2271		OTHER SERVICES	SHERIFF DEPT EYEWASH STATIO	137.00		
5416	CRYSTAL SPRINGS BOTTLED WATER		09/10/2026	Regular	0.00	2.00	138095

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
9409147	Invoice	09/08/2026	Crystal Springs Bottled Water		0.00	2.00	
	401-010-2219		SUPPLIES - GENERAL OFFI	August Crystal Springs Bottled		2.00	
5416	CRYSTAL SPRINGS BOTTLED WATER		09/10/2026	Regular	0.00	2.00	138096
9404153	Invoice	09/02/2026	Crystal Springs Finance		0.00	2.00	
	401-055-2219		SUPPLIES - GENERAL OFFI	July		2.00	
5416	CRYSTAL SPRINGS BOTTLED WATER		09/10/2026	Regular	0.00	2.00	138097
9409339	Invoice	09/02/2026	Crystal Springs Water		0.00	2.00	
	911-080-2219		SUPPLIES - GENERAL OFFI	Crystal Springs Water Q1 FY27 A		2.00	
5416	CRYSTAL SPRINGS BOTTLED WATER		09/10/2026	Regular	0.00	27.50	138098
9404147	Invoice	09/02/2026	Crystal Springs Water		0.00	27.50	
	911-080-2219		SUPPLIES - GENERAL OFFI	Crystal Springs Water Q1 FY27 A		27.50	
5156	DEMINICA DENEE GARCIA		09/10/2026	Regular	0.00	371.20	138099
CLOVIS NM	Invoice	09/09/2026	TRAVEL TO CLOVIS NM OMA IPRA TRAINI		0.00	371.20	
	401-056-2205		TRAVEL - EMPLOYEES	TRAVEL TO CLOVIS NM OMA IPR		371.20	
1802	DESIGN SILK SCREEN PRINTERS		09/10/2026	Regular	0.00	1,060.00	138100
37256	Invoice	09/09/2026	VEHICLE LETTERING AND DECALS		0.00	1,060.00	
	610-040-2201		MAINTENANCE & REPAIR	VEHICLE LETTERING AND DECAL		1,060.00	
4705	DOUBLE H AUTO		09/10/2026	Regular	0.00	689.61	138101
095177	Invoice	09/09/2026	Quarterly part for road fleet		0.00	67.99	
	402-060-2201		MAINTENANCE & REPAIR	Quarterly part for road fleet		67.99	
641397	Invoice	09/09/2026	Quarterly part for road fleet		0.00	385.49	
	402-060-2201		MAINTENANCE & REPAIR	Quarterly part for road fleet		385.49	
641427	Invoice	09/03/2026	Quarterly Parts for Road Fleet		0.00	70.43	
	402-060-2201		MAINTENANCE & REPAIR	Quarterly Parts for Road Fleet		70.43	
641530	Invoice	09/03/2026	Quarterly Parts for Road Fleet		0.00	55.96	
	402-060-2201		MAINTENANCE & REPAIR	Quarterly Parts for Road Fleet		55.96	
641565	Invoice	09/09/2026	Quarterly part for road fleet		0.00	109.74	
	402-060-2201		MAINTENANCE & REPAIR	Quarterly part for road fleet		109.74	
50	EMW GAS ASSOCIATION		09/10/2026	Regular	0.00	241.70	138102
7.26 7450	Invoice	09/02/2026	Q1 Fairboard Monthly Gas		0.00	120.85	
	401-053-2209		UTILITIES - NATURAL GAS	FAIR UTILITIES GAS AUGUST		120.85	
8.26 7450	Invoice	09/09/2026	Q1 Fairboard Monthly Gas		0.00	120.85	
	401-053-2209		UTILITIES - NATURAL GAS	FAIR UTILITIES GAS SEPT		120.85	
5548	ESTRADA, CHRISTINA		09/10/2026	Regular	0.00	190.00	138103

Vendor Number / Payable # / Account Number	Vendor Name / Payable Type / Account Name	Post Date / Payable Description / Item Description	Payment Date / Payment Type / Discount Amount / Payable Amount / Distribution Amount	Payment Amount	Number
INV0006537	Invoice	09/08/2026 FY 26-27 PZ meetings	0.00	95.00	
401-008-2300	TRAVEL - APPOINTED BO	July 2026 PZ meeting	95.00		
INV0006538	Invoice	09/08/2026 FY 26-27 PZ meetings	0.00	95.00	
401-008-2300	TRAVEL - APPOINTED BO	September 2026 PZ meeting	95.00		
2555	EVSWA	09/10/2026 Regular	0.00	13,335.00	138104
5732	Invoice	09/09/2026 Q1 EVSWA Tipping fees	0.00	13,335.00	
419-005-2292	EVSWA TIPPING FEES	Q1 August	13,335.00		
430	FLEMING CHEMICAL CO INC	09/10/2026 Regular	0.00	2,272.26	138105
61023	Invoice	09/09/2026 Cleaning Supplies for Judicial Complex Bui	0.00	1,046.21	
401-016-2220	SUPPLIES - CLEANING	CHI FOOD SERVICE TOWELS, 13	137.79		
401-016-2220	SUPPLIES - CLEANING	D-VOUR VOMIT ABSORBENT PO	82.37		
401-016-2220	SUPPLIES - CLEANING	PREMIUM LOTION SOAP, WATER	143.40		
401-016-2220	SUPPLIES - CLEANING	MAXIPLUSCOMPO WINDOW W	34.24		
401-016-2220	SUPPLIES - CLEANING	PINACOLADAMETEREDAIR FRES	72.20		
401-016-2220	SUPPLIES - CLEANING	DOUBLE ENTRY SAITARY RECEPT	87.83		
401-016-2220	SUPPLIES - CLEANING	32 OZ PLASTIC BOTTLE	31.68		
401-016-2220	SUPPLIES - CLEANING	MAXIPLUS COMPO WINDOW W	25.68		
401-016-2220	SUPPLIES - CLEANING	1 PC VAC WAND 2/CLIP /WGB/V	148.31		
401-016-2220	SUPPLIES - CLEANING	FREIGHT	15.00		
401-016-2220	SUPPLIES - CLEANING	TRIGGER SPAYER CHEMICAL RES	48.72		
401-016-2220	SUPPLIES - CLEANING	FOLDING STEP STOLL, 1-STEP, 30	81.21		
401-016-2220	SUPPLIES - CLEANING	TOILET BOWL BRUSH	9.82		
401-016-2220	SUPPLIES - CLEANING	Desinfectants, Liquid, n.o.sCDC-	56.08		
401-016-2220	SUPPLIES - CLEANING	Non Hazardous Product, PREMI	71.88		
61024	Invoice	09/09/2026 Cleaning Supplies for TCPO Building	0.00	384.46	
401-024-2220	SUPPLIES - CLEANING	TRIGGER SPRAYER CHEMICAL RE	48.72		
401-024-2220	SUPPLIES - CLEANING	TOILET BOWL BRUSH	4.91		
401-024-2220	SUPPLIES - CLEANING	32OZPLASTIC BOTTLE	31.68		
401-024-2220	SUPPLIES - CLEANING	MAXIPLUS COMBO WINDOW W	17.12		
401-024-2220	SUPPLIES - CLEANING	Disinfectants, Liquid, n.o.s CDC-	56.08		
401-024-2220	SUPPLIES - CLEANING	D-VOUR VOMIT ABSORBENT PO	82.37		
401-024-2220	SUPPLIES - CLEANING	None Hazardous Product, PREM	71.88		
401-024-2220	SUPPLIES - CLEANING	PREMIUM LOTION SOAP, WATER	71.70		
61026	Invoice	09/09/2026 Cleaners,Soaps,Towels, Brushes, Powder,	0.00	841.59	
401-015-2220	SUPPLIES - CLEANING	Non Hazardous Product, PREMI	71.88		
401-015-2220	SUPPLIES - CLEANING	Folding Step Stool, 1-Step 300LB	81.21		
401-015-2220	SUPPLIES - CLEANING	D-VOUR VOMIT ABSORBENT PO	82.37		
401-015-2220	SUPPLIES - CLEANING	PREMIUM LOCHON SOAP, WATE	143.40		
401-015-2220	SUPPLIES - CLEANING	PINA COLADA METERED AIR FRE	144.40		
401-015-2220	SUPPLIES - CLEANING	TRIGGER SPRAY CHEMICAL RESI	48.72		
401-015-2220	SUPPLIES - CLEANING	CHI FOOD SERVICE TOWELS, 13	137.79		
401-015-2220	SUPPLIES - CLEANING	MAXIPLUS COMPO WINDOW W	34.24		
401-015-2220	SUPPLIES - CLEANING	Disinfectants, Liquid, n.o.s CDC-	56.08		
401-015-2220	SUPPLIES - CLEANING	32 OZ Plastic Bottle	31.68		
401-015-2220	SUPPLIES - CLEANING	Toilet Boel Brush	9.82		
	Void	09/10/2026 Regular	0.00	0.00	138106
	Void	09/10/2026 Regular	0.00	0.00	138107
VEN01175	Frontline Public Safety Solutions	09/10/2026 Regular	0.00	3,935.93	138108

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
					Discount Amount	**Payment Amount**	**Number**
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
Account Number			**Account Name**	**Item Description**	**Distribution Amount**		
INV143403	Invoice	09/02/2026	Frontline Public Safety Solutions		0.00	3,935.93	
911-080-2272			CONTRACT - PROFESSION	QA Tracker		1,475.97	
911-080-2272			CONTRACT - PROFESSION	FL/ Policy Tracker		1,475.97	
911-080-2272			CONTRACT - PROFESSION	DOR Tracker		983.99	
VEN01504	GEOTAB USA, INC.		09/10/2026	Regular	0.00	385.00	138109
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
Account Number			**Account Name**	**Item Description**	**Distribution Amount**		
IN489053	Invoice	09/10/2026	Geo Tab Monthly Fee		0.00	96.25	
401-010-2284			EQUIPMENT LEASES	April FY26 Geo Tab Monthly Fee		96.25	
IN494726	Invoice	09/10/2026	Geo Tab Monthly Fee		0.00	96.25	
401-010-2284			EQUIPMENT LEASES	May FY26 Geo Tab Monthly Fee		96.25	
IN500221	Invoice	09/10/2026	Geo Tab Monthly Fee		0.00	96.25	
401-010-2284			EQUIPMENT LEASES	June FY26 Geo Tab Monthly Fe		96.25	
IN511149	Invoice	09/03/2026	Monthly billing for geotab		0.00	96.25	
401-010-2284			EQUIPMENT LEASES	August FY27 Monthly billing for		96.25	
VEN01250	Gilbert RW Sanchez		09/10/2026	Regular	0.00	95.00	138110
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
Account Number			**Account Name**	**Item Description**	**Distribution Amount**		
INV0006542	Invoice	09/08/2026	FY 26-27 PZ meetings		0.00	95.00	
401-008-2300			TRAVEL - APPOINTED BO	September 2026 PZ meeting		95.00	
214	Hart's Trustworthy Hardware		09/10/2026	Regular	0.00	51.04	138111
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
Account Number			**Account Name**	**Item Description**	**Distribution Amount**		
B666905	Invoice	09/09/2026	TCFR Hart's Open PO 7/2026-9/2026		0.00	51.04	
405-091-2248			SUPPLIES - SAFETY	Hunter Green		4.99	
405-091-2248			SUPPLIES - SAFETY	2x Gloss Marigold		7.59	
405-091-2248			SUPPLIES - SAFETY	Spray Paint Auto Calpr Red		10.99	
405-091-2248			SUPPLIES - SAFETY	White Gloss auto paint		9.99	
405-091-2248			SUPPLIES - SAFETY	Spray Paint Deep Blue		9.99	
405-091-2248			SUPPLIES - SAFETY	2x Gloss Grape		7.49	
990	IRON MOUNTAIN RECORDS MANAGEMENT		09/10/2026	Regular	0.00	1,144.94	138112
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
Account Number			**Account Name**	**Item Description**	**Distribution Amount**		
INV-2109897	Invoice	09/08/2026	Q1 Offsite Storage Clerk		0.00	1,144.94	
612-020-2271			CONTRACT - OTHER SERV	Q1 August		1,144.94	
VEN01630	JAMES C STEVENS		09/10/2026	Regular	0.00	285.00	138113
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
Account Number			**Account Name**	**Item Description**	**Distribution Amount**		
INV0006539	Invoice	09/08/2026	FY 26-27 PZ meetings		0.00	95.00	
401-008-2300			TRAVEL - APPOINTED BO	July 2026 PZ meeting		95.00	
INV0006540	Invoice	09/08/2026	FY 26-27 PZ meetings		0.00	95.00	
401-008-2300			TRAVEL - APPOINTED BO	August 2026 PZ meeting		95.00	
INV0006541	Invoice	09/08/2026	FY 26-27 PZ meetings		0.00	95.00	
401-008-2300			TRAVEL - APPOINTED BO	September 2026 PZ meeting		95.00	
VEN01452	JESS L. SEGURA		09/10/2026	Regular	0.00	95.00	138114
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
Account Number			**Account Name**	**Item Description**	**Distribution Amount**		
INV0006543	Invoice	09/08/2026	FY 26-27 PZ meetings		0.00	95.00	
401-008-2300			TRAVEL - APPOINTED BO	September 2026 PZ meeting		95.00	
VEN01242	Jessica Love		09/10/2026	Regular	0.00	852.00	138115

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
			Payment Date	Payment Type	Discount Amount	Payment Amount	Number
#20	Invoice	09/09/2026	Jessica Love		0.00	852.00	
	635-068-2272	CONTRACT - PROFESSION	Jessicca Love			800.00	
	635-076-2314	PROGRAM SUPPORT	NM GRT 6.5 %			52.00	
VEN01643	John F Kah		09/10/2026	Regular	0.00	2,137.50	138116
RGMD2026-001	Invoice	09/09/2026	EMS and Dispatch Medical Directive Servi		0.00	2,137.50	
	911-080-2272	CONTRACT - PROFESSION	EMS and Dispatch Medical Direc			137.50	
	911-080-2272	CONTRACT - PROFESSION	EMS and Dispatch Medical Direc			2,000.00	
3527	JONES, MICHELLE M		09/10/2026	Regular	0.00	382.93	138117
ABQ NM	Invoice	09/09/2026	TRAVEL TO ABQ NM FINANCE AND PURC		0.00	382.93	
	401-010-2205	TRAVEL - EMPLOYEES	TRAVEL TO ABQ NM FINANCE A			382.93	
VEN01655	Kathryn L Dillon		09/10/2026	Regular	0.00	344.79	138118
ABQ NM 9.16	Invoice	09/10/2026	TRAVEL TO AND FROM ABQ NM FINANCE		0.00	114.93	
	401-055-2205	TRAVEL - EMPLOYEES	TRAVEL TO AND FROM ABQ NM			114.93	
ABQ NM 9.17	Invoice	09/10/2026	TRAVEL TO AND FROM ABQ NM FINANCE		0.00	114.93	
	401-055-2205	TRAVEL - EMPLOYEES	TRAVEL TO AND FROM ABQ NM			114.93	
ABQ NM 9.18	Invoice	09/10/2026	TRAVEL TO AND FROM ABQ NM FINANCE		0.00	114.93	
	401-055-2205	TRAVEL - EMPLOYEES	TRAVEL TO AND FROM ABQ NM			114.93	
2291	LOBO INTERNET SERVICES LTD		09/10/2026	Regular	0.00	1,042.50	138119
N10926-25	Invoice	09/03/2026	Q4 April Fire Lobo Internet Dist 2,3,4,5		0.00	550.00	
	405-091-2207	TELECOMMUNICATIONS	Q1 September Fire Lobo Interne			158.36	
	406-091-2207	TELECOMMUNICATIONS	Q1 September Fire Lobo Interne			158.32	
	408-091-2207	TELECOMMUNICATIONS	Q1 September Fire Lobo Interne			154.16	
	409-091-2207	TELECOMMUNICATIONS	Q1 September Fire Lobo Interne			79.16	
N10715-91	Invoice	09/03/2026	Q4 Admin Lobo Internet		0.00	155.00	
	401-096-2207	TELECOMMUNICATIONS	Q1 September			155.00	
N10958-85	Invoice	09/03/2026	Q1 Dispatch Lobo Internet		0.00	137.50	
	911-080-2207	TELECOMMUNICATIONS	Q1 September			137.50	
N15014-32	Invoice	09/03/2026	Q1 Road LOBO Internet		0.00	125.00	
	402-060-2207	TELECOMMUNICATIONS/I	Q1 September			125.00	
N15113-24	Invoice	09/03/2026	Q1 Moriarty EMS Lobo Internet		0.00	75.00	
	416-083-2207	TELECOMMUNICATIONS/I	Q1 September			75.00	
3729	MARLIN BUSINESS BANK		09/10/2026	Regular	0.00	236.38	138120
42641323	Invoice	09/09/2026	Q1 Dispatch Copier Lease		0.00	236.38	
	911-080-2284	LEASE EQUIPMENT	Q1 August			236.38	
4984	MARTINEZ, JOYCE		09/10/2026	Regular	0.00	344.79	138121
ABQ NM 9.16	Invoice	09/10/2026	TRAVEL TO AND FROM ABQ NM FINANCE		0.00	114.93	
	401-055-2205	TRAVEL - EMPLOYEES	TRAVEL TO AND FROM ABQ NM			114.93	
ABQ NM 9.17.26	Invoice	09/10/2026	TRAVEL TO AND FROM ABQ NM FINANCE		0.00	114.93	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	401-055-2205	TRAVEL - EMPLOYEES	TRAVEL TO AND FROM ABQ NM		114.93	
ABQ NM 9.18	Invoice	09/10/2026	TRAVEL TO AND FROM ABQ NM FINANCE	0.00	114.93	
	401-055-2205	TRAVEL - EMPLOYEES	TRAVEL TO AND FROM ABQ NM		114.93	

4464	NM APPARATUS LLC	09/10/2026	Regular	0.00	1,021.37	138122

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description		Distribution Amount
2261	Invoice	09/03/2026	Rescue 5	0.00	1,021.37
	405-091-2201	MAINTENANCE & REPAIR	Mileage		91.00
	405-091-2201	MAINTENANCE & REPAIR	Slaes tax		62.34
	405-091-2201	MAINTENANCE & REPAIR	PM and Inspection		330.00
	405-091-2201	MAINTENANCE & REPAIR	Dot Federal Inspection		330.00
	405-091-2201	MAINTENANCE & REPAIR	Shop Supplies- 7%of Labor		0.07
	405-091-2201	MAINTENANCE & REPAIR	Parts- Oil/Filter, Fuel and air filte		207.96

4464	NM APPARATUS LLC	09/10/2026	Regular	0.00	1,281.82	138123

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description		Distribution Amount
2258	Invoice	09/03/2026	Engine 52	0.00	1,281.82
	405-091-2201	MAINTENANCE & REPAIR	Parts- Oil, Oil filter, fuel filter, air		336.39
	405-091-2201	MAINTENANCE & REPAIR	DOT Federal Inspection		330.00
	405-091-2201	MAINTENANCE & REPAIR	Mileage		161.00
	405-091-2201	MAINTENANCE & REPAIR	Sales Tax		78.23
	405-091-2201	MAINTENANCE & REPAIR	PM and Inspection		330.00
	405-091-2201	MAINTENANCE & REPAIR	Shop Supplies- 7% of Labor		46.20

4464	NM APPARATUS LLC	09/10/2026	Regular	0.00	1,418.37	138124

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description		Distribution Amount
2259	Invoice	09/03/2026	Tender 31	0.00	1,418.37
	408-091-2201	MAINTENANCE & REPAIR	Shop Supplies- 7% of labor		46.20
	408-091-2201	MAINTENANCE & REPAIR	Mileage		91.00
	408-091-2201	MAINTENANCE & REPAIR	Parts- Oil, Oil filter, fuel filters,ai		534.60
	408-091-2201	MAINTENANCE & REPAIR	Federal DOT Inspection		330.00
	408-091-2201	MAINTENANCE & REPAIR	Sales Tax		86.57
	408-091-2201	MAINTENANCE & REPAIR	PM Service and inspection		330.00

4464	NM APPARATUS LLC	09/10/2026	Regular	0.00	351.45	138125

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description		Distribution Amount
2256	Invoice	09/02/2026	R-15	0.00	351.45
	416-083-2201	MAINTENANCE & REPAIR	DOT- Federal Inspection		330.00
	416-083-2201	MAINTENANCE & REPAIR	Sales Tax		21.45

4464	NM APPARATUS LLC	09/10/2026	Regular	0.00	564.08	138126

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description		Distribution Amount
2257	Invoice	09/02/2026	R-16	0.00	564.08
	416-083-2201	MAINTENANCE & REPAIR	PM Service		165.00
	416-083-2201	MAINTENANCE & REPAIR	Shop Supplies- 7% of Labor		34.65
	416-083-2201	MAINTENANCE & REPAIR	Sales Tax		34.43
	416-083-2201	MAINTENANCE & REPAIR	DOT Inspection		330.00

4464	NM APPARATUS LLC	09/10/2026	Regular	0.00	1,290.64	138127

Vendor Number / Payable # / Account Number	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount / Distribution Amount	Number
2262	Invoice	09/03/2026	Tender 21		0.00	1,290.64	
406-091-2201			MAINTENANCE & REPAIR	Parts- Oil, Oil filter, fuel filter, air		414.67	
406-091-2201			MAINTENANCE & REPAIR	Mileage		91.00	
406-091-2201			MAINTENANCE & REPAIR	Sales Tax		78.77	
406-091-2201			MAINTENANCE & REPAIR	Shop Supplies- 7% of Labor		46.20	
406-091-2201			MAINTENANCE & REPAIR	PM and Inspection		330.00	
406-091-2201			MAINTENANCE & REPAIR	DOT Federal Inspection		330.00	
4464	NM APPARATUS LLC		09/10/2026	Regular	0.00	1,102.09	138128
2260	Invoice	09/03/2026	Brush 23		0.00	1,102.09	
406-091-2201			MAINTENANCE & REPAIR	PM and Inspection		330.00	
406-091-2201			MAINTENANCE & REPAIR	Parts- Oil, Oil filter, air filter, fuel		237.63	
406-091-2201			MAINTENANCE & REPAIR	Sales Tax		67.26	
406-091-2201			MAINTENANCE & REPAIR	Shop Supplies- 7% of Labor		46.20	
406-091-2201			MAINTENANCE & REPAIR	DOT Federal Inspection		330.00	
406-091-2201			MAINTENANCE & REPAIR	Mileage		91.00	
VEN01313	PAYPRO CORPORATION		09/10/2026	Regular	0.00	913.26	138129
0000099377	Invoice	09/09/2026	Benefits Manager		0.00	456.68	
401-014-2271			CONTRACT-OTHER SERVI	July		456.68	
0000100853	Invoice	09/09/2026	Benefits Manager		0.00	456.58	
401-014-2271			CONTRACT-OTHER SERVI	August		456.58	
17	PEAVEY COMPANIES INC		09/10/2026	Regular	0.00	2,150.00	138130
405974	Invoice	09/10/2026	SAFETY GAME CARDS		0.00	2,150.00	
600-006-2248			SUPPLIES - SAFETY	SAFETY GAME CARDS		2,150.00	
VEN01636	PHILLIP B TERRY-SMITH		09/10/2026	Regular	0.00	95.00	138131
INV0006544	Invoice	09/08/2026	2026-2027 PZ Board meeting		0.00	95.00	
401-008-2300			TRAVEL - APPOINTED BO	September 2026 PZ meeting		95.00	
2688	PRESBYTERIAN MEDICAL SERVICES		09/10/2026	Regular	0.00	1,089.00	138132
525834488	Invoice	09/08/2026	Inmate Medical - Moses Sparks		0.00	1,089.00	
420-070-2173			INMATE MEDICAL	Inmate Medical - Moses Sparks		1,089.00	
2688	PRESBYTERIAN MEDICAL SERVICES		09/10/2026	Regular	0.00	790.00	138133
5258344488	Invoice	09/08/2026	Inmate Medical - Moses Sparks		0.00	790.00	
420-070-2173			INMATE MEDICAL	Inmate Medical - Moses Sparks		790.00	
3859	PRUDENTIAL OVERALL SUPPLY		09/10/2026	Regular	0.00	121.37	138134

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
450802923	Invoice	09/08/2026	UNIFORM RENTAL FACILITIES		0.00	121.37	
	401-065-2236		SUPPLIES - UNIFORMS	BLACK TECHNICIAN PANTS		19.77	
	401-065-2236		SUPPLIES - UNIFORMS	INDUSTRIAL REGULAR FIT JEANS		11.29	
	401-065-2236		SUPPLIES - UNIFORMS	JACKET SLASH POCKET		15.95	
	401-065-2236		SUPPLIES - UNIFORMS	BUDGET PROTECTION		27.72	
	401-065-2236		SUPPLIES - UNIFORMS	DELIVERY CHARGE		20.87	
	401-065-2236		SUPPLIES - UNIFORMS	MENS GRAY MIMIX WORK SHIR		6.35	
	401-065-2236		SUPPLIES - UNIFORMS	POLO SHIRTS		17.81	
	401-065-2236		SUPPLIES - UNIFORMS	TWILL CARGO PANTS		1.61	
3859	PRUDENTIAL OVERALL SUPPLY		09/10/2026	Regular	0.00	113.57	138135
450805588	Invoice	09/08/2026	JUDICIAL CUSTODIAL SUPPLIES		0.00	113.57	
	401-016-2220		SUPPLIES - CLEANING	PRFM DUST MOP BLUE 42" FRA		0.54	
	401-016-2220		SUPPLIES - CLEANING	DELIVERY CHARGE		15.07	
	401-016-2220		SUPPLIES - CLEANING	MAT 3X4 BLACK MATS		61.66	
	401-016-2220		SUPPLIES - CLEANING	BLUE WET MOP 24 OZ MMP		0.54	
	401-016-2220		SUPPLIES - CLEANING	BLUE WET MOP 24 OZ RENT		14.38	
	401-016-2220		SUPPLIES - CLEANING	PRFM DUST MOP BLUE 30" MM		0.21	
	401-016-2220		SUPPLIES - CLEANING	PRFM DUST MOP BLUE 30" REN		12.72	
	401-016-2220		SUPPLIES - CLEANING	PRFM DUST MOP BLUE 42" FRA		6.69	
	401-016-2220		SUPPLIES - CLEANING	MAT 3X4 BLACK MMP		1.76	
3859	PRUDENTIAL OVERALL SUPPLY		09/10/2026	Regular	0.00	340.59	138136
450805591	Invoice	09/09/2026	Uniforms Road Department		0.00	340.59	
	402-060-2236		SUPPLIES - UNIFORMS	Uniforms -Road Department		340.59	
3859	PRUDENTIAL OVERALL SUPPLY		09/10/2026	Regular	0.00	114.75	138137
450805589	Invoice	09/08/2026	UNIFORM RENTAL FACILITIES		0.00	114.75	
	401-065-2236		SUPPLIES - UNIFORMS	MENS GRAY MIMIX WORK SHIR		6.35	
	401-065-2236		SUPPLIES - UNIFORMS	JACKET SLASH POCKET		15.95	
	401-065-2236		SUPPLIES - UNIFORMS	BLACK TECHNICIAN PANTS		19.18	
	401-065-2236		SUPPLIES - UNIFORMS	INDUSTRIAL REGULAR FIT JEANS		11.29	
	401-065-2236		SUPPLIES - UNIFORMS	TWILL CARGO PANTS		1.61	
	401-065-2236		SUPPLIES - UNIFORMS	POLO SHIRTS		17.81	
	401-065-2236		SUPPLIES - UNIFORMS	DELIVERY CHARGE		15.07	
	401-065-2236		SUPPLIES - UNIFORMS	BUDGET PROTECTION		27.49	
VEN01112	QUICK MED CLAIMS LLC		09/10/2026	Regular	0.00	2,103.80	138138
622003659	Invoice	09/09/2026	Medical Billing Sevice Open PO FY27		0.00	2,103.80	
	416-083-2271		CONTRACT - OTHER SERV	Medical Billing Sevice		2,103.80	
107	QWEST CORPORATION		09/10/2026	Regular	0.00	166.81	138139
9.26 652762	Invoice	09/09/2026	Q1 Facilities Qwest		0.00	166.81	
	401-096-2207		TELECOMMUNICATIONS	Q1 August 2762		166.81	
107	QWEST CORPORATION		09/10/2026	Regular	0.00	80.80	138140

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		
9.26 665927	Invoice	09/09/2026	Q1 Fire Dist 5	0.00	80.80	
	405-091-2207	TELECOMMUNICATIONS	August 5927 FY27	80.80		
107	QWEST CORPORATION	09/10/2026	Regular	0.00	164.02	138141
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9.26 157094	Invoice	09/09/2026	Q1 Manager Qwest	0.00	164.02	
	401-096-2207	TELECOMMUNICATIONS	Q1 August	164.02		
107	QWEST CORPORATION	09/10/2026	Regular	0.00	81.40	138142
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9.26 748623	Invoice	09/09/2026	Q1 Assessor Qwest	0.00	81.40	
	401-096-2207	TELECOMMUNICATIONS	Q1 August	81.40		
107	QWEST CORPORATION	09/10/2026	Regular	0.00	141.21	138143
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9.26 084146	Invoice	09/09/2026	Q1 Facilities Qwest	0.00	141.21	
	401-096-2207	TELECOMMUNICATIONS	Q1 August 4146	141.21		
107	QWEST CORPORATION	09/10/2026	Regular	0.00	270.84	138144
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9.26 567556	Invoice	09/09/2026	Q1 Animal Services Qwest	0.00	270.84	
	401-096-2207	TELECOMMUNICATIONS	Q1 August	270.84		
107	QWEST CORPORATION	09/10/2026	Regular	0.00	314.78	138145
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9.26 988566	Invoice	09/09/2026	Q1 Estancia Sr Center Qwest	0.00	314.78	
	401-036-2207	TELECOMMUNICATIONS	Q1 August	314.78		
107	QWEST CORPORATION	09/10/2026	Regular	0.00	656.35	138146
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9.26 000063	Invoice	09/09/2026	Q1 Dispatch Qwest	0.00	656.35	
	911-080-2207	TELECOMMUNICATIONS	Q1 August	656.35		
107	QWEST CORPORATION	09/10/2026	Regular	0.00	81.40	138147
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9.26 072736	Invoice	09/09/2026	Q1 Treasurer Qwest FY27	0.00	81.40	
	401-096-2207	TELECOMMUNICATIONS	Q1 August	81.40		
VEN01150	Reynolds, Stephanie Y	09/10/2026	Regular	0.00	308.00	138148
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
ABQ NM	Invoice	09/09/2026	TRAVEL TO ABQ NM FINACE AND PURCHA	0.00	308.00	
	401-010-2205	TRAVEL - EMPLOYEES	TRAVEL TO ABQ NM FINACE AN	308.00		
VEN01411	ROBERT C. CHAVEZ	09/10/2026	Regular	0.00	852.00	138149
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
#15	Invoice	09/09/2026	Boys Circle Facilitator	0.00	852.00	
	635-068-2272	CONTRACT - PROFESSION	Boys Circle Facilitator	800.00		
	635-076-2314	PROGRAM SUPPORT	NM GRT 6.5 %	52.00		
5257	ROMERO, JOANNA	09/10/2026	Regular	0.00	381.92	138150

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
ABQ NM	Invoice	09/09/2026	TRAVEL TO ABQ NM FINANCE AND PURC		0.00	381.92	
	401-055-2205		TRAVEL - EMPLOYEES	TRAVEL TO ABQ NM FINANCE A		381.92	
VEN01634	Russell M Herring		09/10/2026	Regular	0.00	4,559.96	138151
26-150	Invoice	09/03/2026	Relocation and Installation of Large Fan		0.00	4,559.96	
	401-053-2215		MAINTENANCE & REPAIR	Labor		2,767.00	
	401-053-2215		MAINTENANCE & REPAIR	Material		1,469.90	
	401-053-2215		MAINTENANCE & REPAIR	NMGRT		323.06	
3462	SAMBA HOLDINGS, INC.		09/10/2026	Regular	0.00	890.40	138152
INV02383400	Invoice	09/08/2026	Q1 Samba DL Check		0.00	611.17	
	401-014-2271		CONTRACT-OTHER SERVI	Q1 September		611.17	
INV02385782	Invoice	09/08/2026	Samba Holdings		0.00	279.23	
	413-091-2271		CONTRACT - OTHER SERV	FY27 Open PO Drivers License		279.23	
5426	SENERGY PETROLEUM, LLC		09/10/2026	Regular	0.00	15,397.44	138153
415585835	Invoice	09/08/2026	Fuel		0.00	7,946.71	
	402-060-2202		SUPPLIES - VEHICLE FUEL	Fuel		7,946.71	
415619698	Invoice	09/08/2026	Fuel		0.00	7,450.73	
	402-060-2202		SUPPLIES - VEHICLE FUEL	Fuel		7,450.73	
VEN01412	SERENA ORTIZ		09/10/2026	Regular	0.00	852.00	138154
#15-S	Invoice	09/09/2026	Serena Ortiz		0.00	852.00	
	635-068-2272		CONTRACT - PROFESSION	Serena Ortiz		800.00	
	635-076-2314		PROGRAM SUPPORT	NM GRT 6.5%		52.00	
5323	SOUTHWEST COPY SYSTEMS		09/10/2026	Regular	0.00	109.23	138155
604930	Invoice	09/03/2026	Q1 Assessor Printing Overages		0.00	109.23	
	401-040-2271		CONTRACT - OTHER SERV	Q1 August		109.23	
3331	SOUTHWEST PROPANE LLC		09/10/2026	Regular	0.00	178.00	138156
gtr61316	Invoice	09/03/2026	Southwest Propane Utility for D2 Open P		0.00	89.00	
	406-091-2209		UTILITIES - NATURAL GAS	Tank Rental- Bryant Building D2		89.00	
gtr78979	Invoice	09/03/2026	Southwest Propane Utility for D4 Open P		0.00	89.00	
	409-091-2209		UTILITIES - NATURAL GAS	Tank Rental- Torreion D4		89.00	
3978	STAPLES BUSINESS ADVANTAGE		09/10/2026	Regular	0.00	59.02	138157
6073346509	Invoice	09/03/2026	Staples - Office Supplies		0.00	59.02	
	401-014-2219		SUPPLIES - GENERAL OFFI	Pentel Energel - Blue Item#6397		16.21	
	401-014-2219		SUPPLIES - GENERAL OFFI	Copy Paper - Tru Red Item#1358		42.81	
3978	STAPLES BUSINESS ADVANTAGE		09/10/2026	Regular	0.00	4.88	138158

Vendor Number / Payable # / Account Number	Vendor Name / Payable Type / Account Name	Post Date / Payable Description / Item Description	Payment Date / Payment Type / Discount Amount / Payable Amount / Distribution Amount	Payment Amount	Number
			09/10/2026 Regular	0.00 4.88	138159
6070921576	Invoice	09/02/2026 Office Supplies	0.00 4.88		
604-083-2219	SUPPLIES - GENERAL OFFI	Cardinal Zipper Pockets	4.88		
3915	STERICYCLE, INC.				
8014704014	Invoice	09/09/2026 Stericycle	0.00 53.15		
416-083-2230	SUPPLIES - MEDICAL	July 2026	53.15		
5296	THE MASTER'S TOUCH, LLC.		09/10/2026 Regular	0.00 3,459.32	138160
P101006	Invoice	09/10/2026 DELINQUENT TAX MAILINGS	0.00 3,459.32		
401-030-2221	PRINTING/PUBLISHING/A	INSERT AND MAIL	2,961.30		
401-030-2221	PRINTING/PUBLISHING/A	UNIVERSAL INSERT	134.64		
401-030-2221	PRINTING/PUBLISHING/A	WINDOW ENVELOPE	11.25		
401-030-2221	PRINTING/PUBLISHING/A	MAIL TRACKING	50.57		
401-030-2221	PRINTING/PUBLISHING/A	E NOTICE	33.88		
401-030-2221	PRINTING/PUBLISHING/A	UPLOAD PDF IMAGES	121.36		
401-030-2221	PRINTING/PUBLISHING/A	SHIPPING	12.78		
401-030-2221	PRINTING/PUBLISHING/A	FIRST RATE PARCELS	72.34		
401-030-2221	PRINTING/PUBLISHING/A	FOREIGN POSTAGE	61.20		
5041	TimeClock Plus, LLC		09/10/2026 Regular	0.00 1,316.35	138161
INV00492252	Invoice	09/08/2026 Profesional annual clockable employee ov	0.00 1,316.35		
401-096-2213	CONTRACT - IT SERVICES	July	1,316.35		
1314	TRIADIC INC.		09/10/2026 Regular	0.00 16,943.66	138162
1425 AUG312026	Invoice	09/08/2026 Q1 Triadic Contract Charges	0.00 8,471.83		
401-096-2213	CONTRACT - IT SERVICES	Q1 August	8,471.83		
1425 Jul 312026	Invoice	09/08/2026 Q1 Triadic Contract Charges	0.00 8,471.83		
401-096-2213	CONTRACT - IT SERVICES	Q1 July	8,471.83		
VEN01572	VIALPANDO'S PUMPING, LLC		09/10/2026 Regular	0.00 593.66	138163
0000620	Invoice	09/03/2026 Septic tanks- Pumped	0.00 593.66		
406-091-2215	MAINTENANCE & REPAIR	Tax- Torrance 7.938%	43.66		
406-091-2215	MAINTENANCE & REPAIR	Septic tanks- Pumped	550.00		
VEN01654	Victoria Archuleta		09/10/2026 Regular	0.00 344.79	138164
ABQ NM 9.16	Invoice	09/10/2026 TRAVEL TO ABQ NM FINANCE AND PURC	0.00 114.93		
401-010-2205	TRAVEL - EMPLOYEES	TRAVEL TO ABQ NM FINANCE A	114.93		
ABQ NM 9.17	Invoice	09/10/2026 TRAVEL TO AND FROM ABQ NM FINANCE	0.00 114.93		
401-010-2205	TRAVEL - EMPLOYEES	TRAVEL TO AND FROM ABQ NM	114.93		
ABQ NM 9.18	Invoice	09/10/2026 TRAVEL TO AND FROM FINANCE & PURCH	0.00 114.93		
401-010-2205	TRAVEL - EMPLOYEES	TRAVEL TO AND FROM FINANCE	114.93		
4376	WAGEWORKS		09/10/2026 Regular	0.00 121.50	138165

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount / Distribution Amount	Number
	Dearborn Life Insurance Company		09/10/2026	Regular	0.00	556.73	138171
VEN01187	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
Payable #	Account Number		Account Name	Item Description		Distribution Amount	
INV0006547	Invoice	09/10/2026	VISION INSURANCE		0.00	522.48	
	401-000-9001		Payroll Liabilities	VISION INSURANCE		522.48	
INV0006548	Invoice	09/10/2026	VISION POST TAX		0.00	34.25	
	401-000-9001		Payroll Liabilities	VISION INSURANCE		34.25	
4834	DELTA DENTAL OF NEW MEXICO INC		09/10/2026	Regular	0.00	3,487.60	138172
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description		Distribution Amount	
INV0006551	Invoice	09/10/2026	Dental Insurance		0.00	3,092.50	
	401-000-9001		Payroll Liabilities	Dental Insurance		3,092.50	
INV0006552	Invoice	09/10/2026	Dental Insurance		0.00	395.10	
	401-000-9001		Payroll Liabilities	Dental Insurance		395.10	
5019	GLOBE LIFE & ACCIDENT INSURANCE		09/10/2026	Regular	0.00	143.00	138173
4270	COLONIAL LIFE		09/10/2026	Regular	0.00	447.09	138170
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description		Distribution Amount	
INV0006549	Invoice	09/10/2026	Colonial		0.00	175.69	
	401-000-9001		Payroll Liabilities	Colonial		175.69	
INV0006550	Invoice	09/10/2026	Colonial Post tax		0.00	271.40	
	401-000-9001		Payroll Liabilities	Colonial Post tax		271.40	
419	AFLAC		09/10/2026	Regular	0.00	977.80	138169
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description		Distribution Amount	
INV0006545	Invoice	09/10/2026	Aflac		0.00	658.15	
	401-000-9001		Payroll Liabilities	Aflac		658.15	
INV0006546	Invoice	09/10/2026	Aflac		0.00	319.65	
	401-000-9001		Payroll Liabilities	Aflac		319.65	
3823	WITMER PUBLIC SAFETY GROUP		09/10/2026	Regular	0.00	723.18	138168
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description		Distribution Amount	
INV946345	Invoice	09/03/2026	D3 Thermal Camera/Lanyard		0.00	723.18	
	408-091-2248		SUPPLIES - SAFETY	Freight		23.23	
	408-091-2248		SUPPLIES - SAFETY	Seek FirePro200 Fast Frame The		670.70	
	408-091-2248		SUPPLIES - SAFETY	Seek FirePro200 Gear Keeper Re		29.25	
3498	WESTERN TRAILS VETERINARY INC.		09/10/2026	Regular	0.00	16,014.84	138167
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description		Distribution Amount	
WT August 2026	Invoice	09/02/2026	Grant funded medical care for animals		0.00	16,014.84	
	431-082-2272		CONTRACT - PROFESSION	Grant funded medical care for a		16,014.84	
1	WAGNER EQUIPMENT CO.		09/10/2026	Regular	0.00	2,613.01	138166
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description		Distribution Amount	
S10W0947332	Invoice	09/03/2026	Wagner/Catipillar Service Contracts.		0.00	2,613.01	
	402-060-2244		MAINTENANCE & REPAIR	Wagner/Catipillar Service Contr		2,613.01	
	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Vendor Number / Payable #	Payable Type / Account Number	Post Date	Payable Description / Account Name	Item Description	Discount Amount / Distribution Amount	Payable Amount / Distribution Amount	
INV9256479	Invoice	09/08/2026	Q1 Health Benefits		0.00	121.50	
	401-014-2272		CONTRACT - PROFESSION	Q1 September		121.50	

Vendor Number / Payable # / Account Number	Vendor Name / Payable Type / Account Name	Post Date	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
INV0006555	Invoice	09/10/2026	Globe LIfe Insurance		0.00	143.00	
401-000-9001	Payroll Liabilities		Globe Life Insurance			143.00	
4339	LIBERTY NATIONAL LIFE INSURANCE		09/10/2026	Regular	0.00	1,444.62	138174
INV0006557	Invoice	09/10/2026	Liberty Life Insurance		0.00	1,057.67	
401-000-9001	Payroll Liabilities		Liberty LIfe Insurance			1,057.67	
INV0006558	Invoice	09/10/2026	Liberty Life Insurance		0.00	368.22	
401-000-9001	Payroll Liabilities		Liberty LIfe Insurance			368.22	
INV0006559	Invoice	09/10/2026	Liberty Life Insurance		0.00	18.73	
401-000-9001	Payroll Liabilities		Liberty LIfe Insurance			18.73	
VEN01183	Metropolitan Life Insurance Company		09/10/2026	Regular	0.00	1,487.67	138175
INV0006560	Invoice	09/10/2026	MET LIFE LTD		0.00	815.55	
401-000-9001	Payroll Liabilities		METLIFE DISABILITY			815.55	
INV0006561	Invoice	09/10/2026	Metlife employer		0.00	665.76	
401-000-9001	Payroll Liabilities		Metlife employer life and accide			665.76	
INV0006562	Invoice	09/10/2026	Metropolitan Supplemental Life		0.00	6.36	
401-000-9001	Payroll Liabilities		Metropolitan Supplemental Pos			6.36	
4987	NEW YORK LIFE		09/10/2026	Regular	0.00	67.17	138176
INV0006564	Invoice	09/10/2026	New York Life Insurance		0.00	67.17	
401-000-9001	Payroll Liabilities		New York Life Insurance			67.17	
1096	NM RETIREE HEALTH-CARE AUTHORI		09/10/2026	Regular	0.00	8,335.83	138177
INV0006567	Invoice	09/10/2026	Retiree Health Care		0.00	8,335.83	
401-000-9001	Payroll Liabilities		Retiree Health Care			8,335.83	
2021	PRE-PAID LEGAL SERVICES, INC		09/10/2026	Regular	0.00	173.46	138178
INV0006556	Invoice	09/10/2026	Legal Shield		0.00	173.46	
401-000-9001	Payroll Liabilities		Legal Shield			173.46	
VEN01463	STATE OF NEW MEXICO CHILD SUPPORT STATE		09/10/2026	Regular	0.00	311.54	138179
INV0006574	Invoice	09/10/2026	Child Suppot		0.00	311.54	
401-000-9001	Payroll Liabilities		Child Support			311.54	
1335	TORRANCE COUNTY		09/10/2026	Regular	0.00	174.81	138180
INV0006569	Invoice	09/10/2026	Torrance County Property Tax		0.00	174.81	
401-000-9001	Payroll Liabilities		Torrance County Property Tax			174.81	
5414	TX CHILD SUPPORT SDU		09/10/2026	Regular	0.00	249.69	138181

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
INV0006575	Invoice	09/10/2026	TX SDU CHILD SUPPORT		0.00	249.69	
	401-000-9001		Payroll Liabilities	TX SDU CHILD SUPPORT		249.69	
				Total Regular:	**0.00**	**144,750.14**	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payment Type: Bank Draft						
233	PUBLIC EMPLOYEES RETIREMENT	09/10/2026	Bank Draft	0.00	14,485.25	DFT0001772
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0006565	Invoice	09/10/2026	PERA Retirement	0.00	14,485.25	
	401-000-9001	Payroll Liabilities	PERA Retirement	14,485.25		
233	PUBLIC EMPLOYEES RETIREMENT	09/10/2026	Bank Draft	0.00	3,578.49	DFT0001773
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0006566	Invoice	09/10/2026	PERA PICKUP FIRE	0.00	3,578.49	
	401-000-9001	Payroll Liabilities	PERA PICKUP FIRE	3,578.49		
5380	VOYA HOLDINGS, INC.	09/10/2026	Bank Draft	0.00	3,105.90	DFT0001774
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0006572	Invoice	09/10/2026	Voya	0.00	3,105.90	
	401-000-9001	Payroll Liabilities	Voya	3,105.90		
233	PUBLIC EMPLOYEES RETIREMENT	09/10/2026	Bank Draft	0.00	66,057.37	DFT0001775
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0006573	Invoice	09/10/2026	PERA Retirement	0.00	66,057.37	
	401-000-9001	Payroll Liabilities	PERA Retirement	16,032.37		
	401-000-9001	Payroll Liabilities	PERA Retirement	31,210.82		
	401-000-9001	Payroll Liabilities	PERA PICKUP	12,822.90		
	401-000-9001	Payroll Liabilities	PERA PICKUP LAW	5,991.28		
448	NM TAXATION & REVENUE	09/10/2026	Bank Draft	0.00	9,228.56	DFT0001776
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0006576	Invoice	09/10/2026	State Tax	0.00	9,228.56	
	401-000-9001	Payroll Liabilities	State Tax	9,228.56		
1656	INTERNAL REVENUE SERVICE	09/10/2026	Bank Draft	0.00	63,511.70	DFT0001777
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0006577	Invoice	09/10/2026	Federal Tax	0.00	63,511.70	
	401-000-9001	Payroll Liabilities	FICA Tax	31,662.70		
	401-000-9001	Payroll Liabilities	Federal Tax	22,562.78		
	401-000-9001	Payroll Liabilities	Medicare Taxes	9,286.22		
448	NM TAXATION & REVENUE	09/09/2026	Bank Draft	0.00	9.78	DFT0001778
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0006578	Invoice	09/09/2026	State Tax	0.00	9.78	
	401-000-9001	Payroll Liabilities	State Tax	9.78		
1656	INTERNAL REVENUE SERVICE	09/09/2026	Bank Draft	0.00	650.68	DFT0001779
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0006579	Invoice	09/09/2026	Federal Tax	0.00	650.68	
	401-000-9001	Payroll Liabilities	Federal Tax	8.08		
	401-000-9001	Payroll Liabilities	Medicare Taxes	121.80		
	401-000-9001	Payroll Liabilities	FICA Tax	520.80		
448	NM TAXATION & REVENUE	09/09/2026	Bank Draft	0.00	0.88	DFT0001780

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
					Discount Amount	**Payment Amount**	**Number**
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Item Description**		**Distribution Amount**		
INV0006580	Invoice	09/09/2026	State Tax		0.00	0.88	
	401-000-9001	Payroll Liabilities	State Tax			0.88	
1656	INTERNAL REVENUE SERVICE		09/09/2026	Bank Draft	0.00	765.00	DFT0001781
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Item Description**		**Distribution Amount**		
INV0006581	Invoice	09/09/2026	Federal Tax		0.00	765.00	
	401-000-9001	Payroll Liabilities	Medicare Taxes			145.00	
	401-000-9001	Payroll Liabilities	FICA Tax			620.00	
1656	INTERNAL REVENUE SERVICE		09/10/2026	Bank Draft	0.00	60.54	DFT0001784
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Item Description**		**Distribution Amount**		
INV0006583	Invoice	09/10/2026	Federal Tax		0.00	60.54	
	401-000-9001	Payroll Liabilities	FICA Tax			49.06	
	401-000-9001	Payroll Liabilities	Medicare Taxes			11.48	
448	NM TAXATION & REVENUE		09/14/2026	Bank Draft	0.00	2.85	DFT0001785
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Item Description**		**Distribution Amount**		
INV0006585	Invoice	09/14/2026	State Tax		0.00	2.85	
	401-000-9001	Payroll Liabilities	State Tax			2.85	
1656	INTERNAL REVENUE SERVICE		09/14/2026	Bank Draft	0.00	126.46	DFT0001786
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Item Description**		**Distribution Amount**		
INV0006586	Invoice	09/14/2026	Federal Tax		0.00	126.46	
	401-000-9001	Payroll Liabilities	FICA Tax			102.50	
	401-000-9001	Payroll Liabilities	Medicare Taxes			23.96	
				Total Bank Draft:	**0.00**	**161,583.46**	

Bank Code Main Checking Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	138	97	0.00	151,961.57
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-7,211.43
Bank Drafts	13	13	0.00	161,583.46
EFT's	7	6	0.00	173,696.40
	158	**119**	**0.00**	**480,030.00**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	138	97	0.00	151,961.57
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-7,211.43
Bank Drafts	13	13	0.00	161,583.46
EFT's	7	6	0.00	173,696.40
	158	**119**	**0.00**	**480,030.00**

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	9/2026	480,030.00
			480,030.00



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 7-A



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 7-B



TORRANCE COUNTY
COMMISSION MEETING

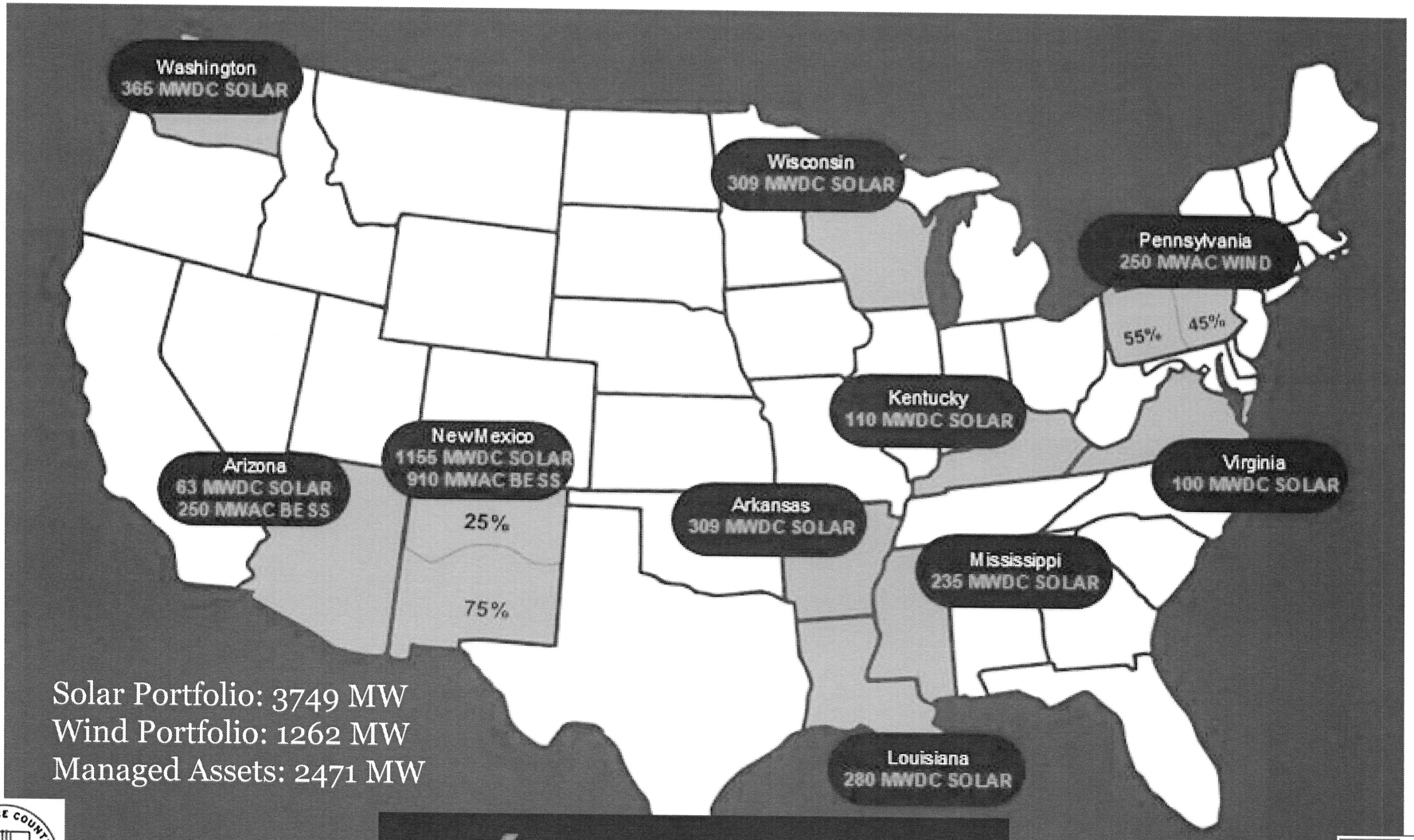
Agenda Item
No. 7-C

2026 EXUS RENEWABLES NORTH AMERICA

BRITTON STORAGE, LLC
$150,000,000 BATTERY ENERGY STORAGE SYSTEM
INDUSTRIAL REVENUE BOND

COMMISSION MEETING
September 23, 2026
Rob Burpo, First American Financial Advisors, Inc.

ABOUT EXUS RENEWABLES NORTH AMERICA



TORRANCE COUNTY EST. 1903 NEW MEXICO

FA
First American Financial Advisors, Inc

ABOUT EXUS RENEWABLES NORTH AMERICA

Exus Renewables North America (Exus) is a leading independent owner, developer, and operator of utility-scale renewable energy projects, dedicated to advancing clean energy solutions across the United States.

With offices in Pittsburgh, New York, and Albuquerque, and over 100 employees across North America, Exus focuses on developing, repowering, and managing renewable energy assets, contributing to the nation's decarbonization efforts and driving sustainable growth in the U.S. renewable energy sector.

Exus is backed by Partners Group, a leading global private markets firm, who has committed, on behalf of its clients, to invest up to $1 billion to transform Exus into a next-generation platform that builds, owns, and operates renewable energy assets while continuing to provide world-class asset management services to third parties.

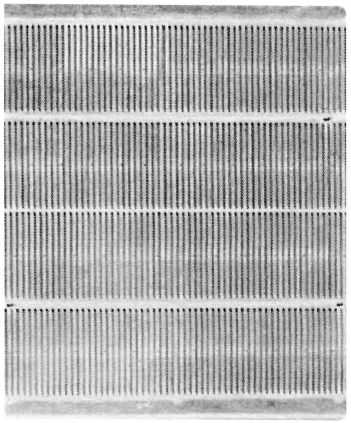
ABOUT EXUS RENEWABLES NORTH AMERICA

Select Owned & Operated Assets

Solar Portfolio: 3749 MW
Wind Portfolio: 1262 MW
Managed Assets: 2471 MW

Meta
USA

39
MW
Solar



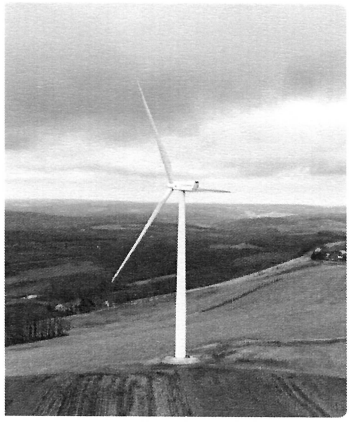
Twin Ridges
USA

139
MW
Wind



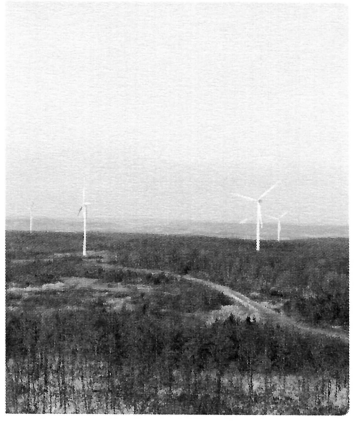
Cambria
USA

63
MW
Wind



Highland North
USA

75
MW
Wind



eXUS Renewables North America

First American Financial Advisors, Inc

ABOUT EXUS RENEWABLES NORTH AMERICA

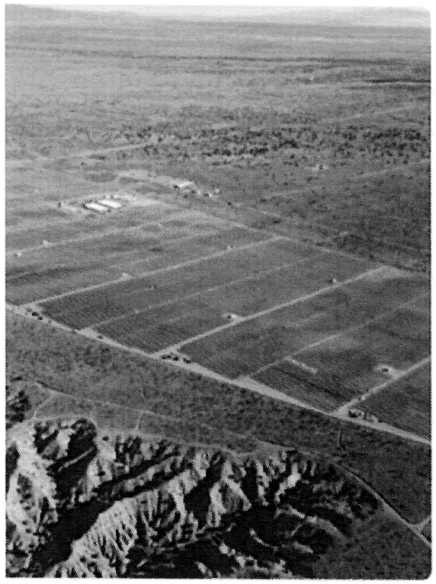
Patton
USA

30
MW
Wind



TAG
USA

170
MW
Solar



Sandoval County

SITE LOCATION

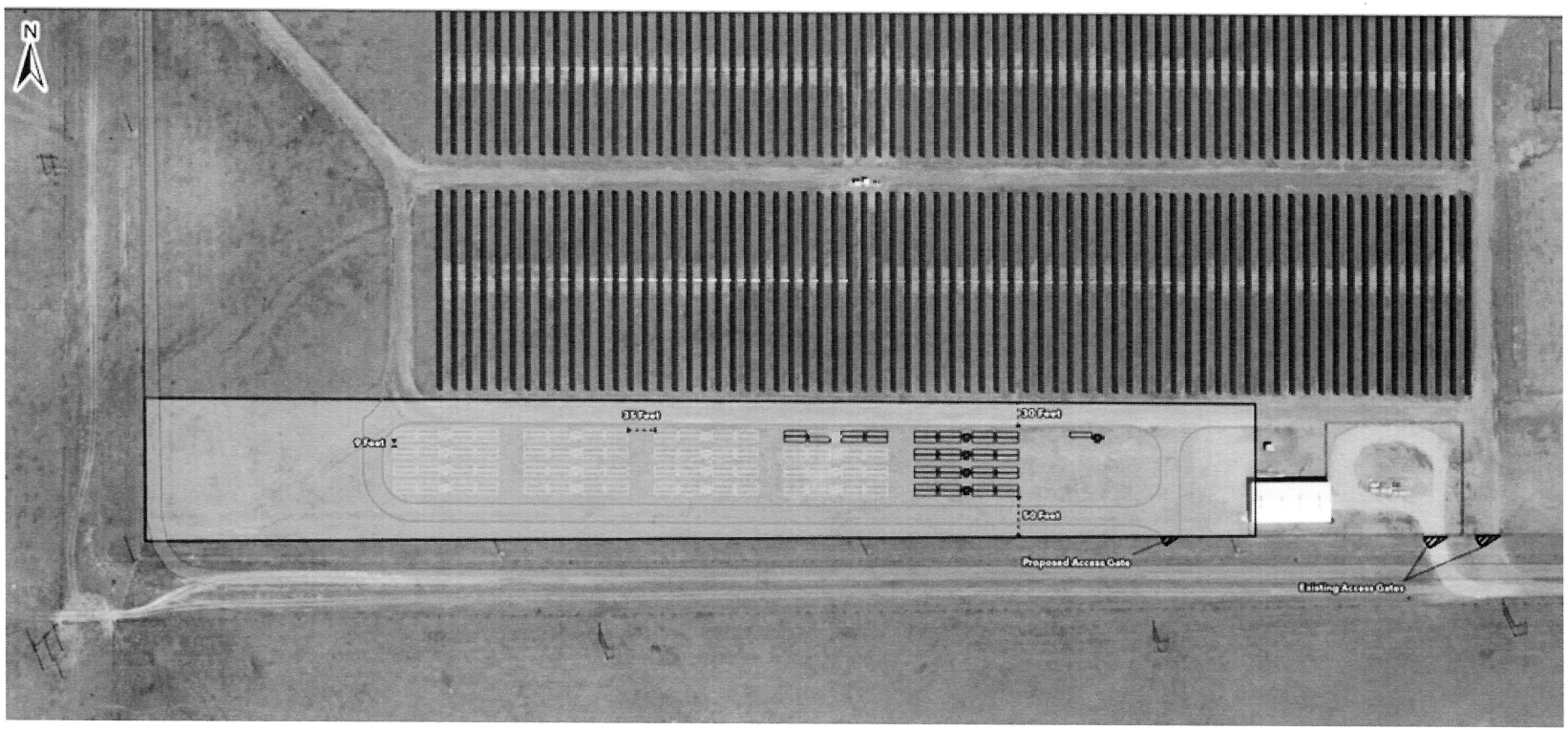


TORRANCE COUNTY EST. 1903 NEW MEXICO

exus Renewables North America

FA
First American Financial Advisors, Inc

SITE LOCATION – BATTERY AREA LAYOUT



Proposed Britton BESS Project

- 60 MW:
  - Located 100% in the Moriarty School District
  - Located within current 2019 solar farm IRB boundaries
  - Located on 7.69 acres inside current fence
  - No effect on current property taxes – already in 2019 IRB
- Similar in structure and documentation to 2026 Pattern IRB Project
- Annual PILOT based on MW produced –
  - beginning at $2800 for the first five (5) years;
  - Increased by 5% each five (5) years thereafter
- $2800 x 60 MW of power = $168,000 per year for the first 5 years

Proposed Britton BESS Project

TORRANCE COUNTY SCHOOL DISTRICTS
PAYMENT IN LIEU OF TAXES REPORT - TAX YEAR 2025

SCHOOL DISTRICT	SCHOOL OPER.	SCHOOL DEBT	SCHOOL CAP IMP	ED TECH	STATE DEBT	TOTAL SCHOOL	COUNTY MILLS
Estancia 7 OUT NR	0.5000	5.5440	2.0000	0.0000	1.3600	9.4040	24.9030
Moriarty 8 OUT NR	0.4970	8.1510	1.9890	0.0000	1.3600	11.9970	25.4960
Mountainair 13 OUT NR	0.5000	2.6070	2.0000	2.0040	1.3600	8.4710	21.9700
Corona 20/35 NR	0.5000	4.8120	2.0000	0.0000	1.3600	8.6720	22.1710
Vaughn 16 OUT NR	0.4380	2.6960	1.7500	0.0000	1.3600	6.2440	19.7430
TOTAL MILLS	**2.4350**	**23.8100**	**9.7390**	**2.0040**	**6.8000**	**44.7880**	**114.2830**
PILOT SPLIT						**39.19%**	**60.81%**

Source: Torrance County 2025 Property Tax Certificate

FIRST AMERICAN FINANCIAL ADVISORS, INC

4-59-4 NMSA 1978, referred to as the "County Industrial Revenue Bond Act"

School PILOT Determined by

- fifty percent where the project is located;
- forty percent of the area of each school district within the county; and
- ten percent of each school district's student membership

Proposed Britton BESS Project

PROJECT LOCATION

SCHOOL DISTRICT	ALLOT.	50%
Estancia	0.00%	0.00%
Moriarty	100.00%	50.00%
Mountainair	0.00%	0.00%
Corona	0.00%	0.00%
Vaughn	0.00%	0.00%
	100.00%	50.00%

DISTRICT SIZE

SCHOOL DISTRICT	ACRES	% OF TOTAL	40%
Estancia	416,183	17.49%	7.00%
Moriarty	55,069	2.31%	0.93%
Mountainair	1,099,522	46.21%	18.48%
Corona	704,359	29.60%	11.84%
Vaughn	104,154	4.38%	1.75%
	2,379,287	100.00%	40.00%

TORRANCE COUNTY EST. 1903 NEW MEXICO

FA FIRST AMERICAN FINANCIAL ADVISORS, INC

Proposed Britton BESS Project

ENROLLMENT			
SCHOOL DISTRICT	**STUDENTS**	**% OF TOTAL**	**10%**
Estancia	568	17.42%	1.74%
Moriarty	2350	72.06%	7.21%
Mountainair	193	5.92%	0.59%
Corona	92	2.82%	0.28%
Vaughn	58	1.78%	0.18%
	3261	100.00%	10.00%

https://web.ped.nm.gov/bureaus/information-technology/stars/

Proposed Britton BESS Project

PILOT DISTRIBUTION

SCHOOL DISTRICTS	ENROLL.	SIZE	PROJ. LOC.	TOTAL	39.19%
Estancia	1.74%	7.00%	0.00%	8.74%	3.42%
Moriarty	7.21%	0.93%	50.00%	58.13%	22.78%
Mountainair	0.59%	18.48%	0.00%	19.08%	7.48%
Corona	0.28%	11.84%	0.00%	12.12%	4.75%
Vaughn	0.18%	1.75%	0.00%	1.93%	0.76%
Schools Retain	**10.00%**	**40.00%**	**50.00%**	**100.00%**	**39.19%**
County Retains					**60.81%**

First American Financial Advisors, Inc

Proposed Britton BESS Project

TOTAL PILOT STUDY						
RATE	MGW	PILOT	YEARS	TOTAL PILOT	To Schools 5 Yr	To County 5 yr
$ 2,800.00	60	$ 168,000.00	1-5	$ 840,000.00	$ 329,199.62	$ 510,800.38
$ 2,940.00	60	$ 176,400.00	6-10	$ 882,000.00	$ 345,659.60	$ 536,340.40
$ 3,087.00	60	$ 185,220.00	11-15	$ 926,100.00	$ 362,942.58	$ 563,157.42
$ 3,241.35	60	$ 194,481.00	16-20	$ 972,405.00	$ 381,089.71	$ 591,315.29
$ 3,403.42	60	$ 204,205.05	21-25	$ 1,021,025.25	$ 400,144.19	$ 620,881.06
$ 3,573.59	60	$ 214,415.30	26-30	$ 1,072,076.51	$ 420,151.40	$ 651,925.11
$ 3,174.23	60	$ 1,142,721.35	30	$ 5,713,606.76	$ 2,239,187.10	$ 3,474,419.66

THANK YOU FOR ALLOWING US TO SERVE TORRANCE COUNTY SINCE 2019

FIRST AMERICAN
FINANCIAL ADVISORS, INC



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 8-A

TORRANCE COUNTY
RESOLUTION NO. 2026 -

A RESOLUTION ADOPTING THE CERTIFICATE OF TAX RATES ORDER FOR FISCAL YEAR 2027 AMENDED

WHEREAS, the Department of Finance and Administration of the State of New Mexico has sent an AMENDED Order setting property tax rates for Fiscal Year 2027 to the County of Torrance; and

WHEREAS, the Board of County Commissioners of Torrance County is mandated by 70-38-34 NMSA 1978 to issue its own written Order imposing tax rates in conformance with amounts in the Order from the Department of Finance and Administration; and

WHEREAS, this written order must be issued within five days of the receipt of the Order sent by the Department of Finance Administration; and

WHEREAS, the Torrance County Board of County Commissioners acknowledges the receipt of imposed property tax rates pursuant to the laws of the State of New Mexico.

IT IS HEREBY ORDERED on this 23rd day of September, 2026, that the property taxes rates for Torrance County for the Fiscal Year 2027 conform with the Certificate of Tax Rates transmitted with the Order from the Department of Finance and Administration for Tax Year 2026, and that a copy of the Order with the Certificate of Tax Rates, when received by the County Manager, be delivered immediately to the Torrance County Assessor.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Torrance County that this Order is hereby adopted.

PASSED, APPROVED, AND ADOPTED THIS 23rd DAY OF September, 2026.

BOARD OF COUNTY COMMISSIONER OF TORRANCE COUNTY:

Ryan Schwebach, Chair, District 2

Kevin McCall, Member, District 1

Linda Jaramillo, Vice-Chair, District 3

ATTEST:

Sylvia Chavez, Torrance County Clerk **Date**

APPROVED AS TO FORM:

Michael Garcia, Torrance County Attorney



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 8-B

TORRANCE COUNTY
RESOLUTION NO. 2026 - _____

A RESOLUTION AUTHORIZING BUDGET ADJUSTMENTS TO THE FY26-27 BUDGET

WHEREAS, the Torrance County Commission in regular session on Wednesday, September 23, 2026, did authorize budget adjustments to the FY2026-2027 Operating Budget, and

WHEREAS, budget adjustments require approval from the Department of Finance and Administration, and

WHEREAS, Torrance County requests approval for the budget adjustments set forth in the attached Schedule A and Schedule B,

NOW, THEREFORE BE IT RESOLVED that the Torrance County Board of County Commissioners authorizes the attached budget adjustments in Schedule A and Schedule B and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, APPROVED, AND ADOPTED THIS 23rd DAY OF September, 2026.

BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY:

_____
Ryan Schwebach, Chair, District 2

_____
Kevin McCall, Member, District 1

_____
Linda Jaramillo, Vice-Chair, District 3

ATTEST:

_____ _____

Sylvia Chavez, Torrance County Clerk Date

APPROVED AS TO FORM:

_____

Michael Garcia, Torrance County Attorney

Torrance County

Resolution 2026-_____

Budget Adjustment

Schedule A

Budget Increase

Torrance County FY2027 Budget (LGBMS line item structure)

Fund	Department	Account	Adjustment
30500 GRT Tax Proceeds Projects	2002 Gen Administration	55030 Professional Services	100,000.00
30500 CRT Tax Proceeds Projects	2002 Gen Administration	58090 Roads	300,000.00
30300 State Legislative Appropriations	0001 No Department	47300 State Legislative Appropriations	115,713.08
30300 State Legislative Appropriations	2002 Gen Administration	58040 Infrastructure	115,713.08
11000 GENERAL OPERATING FUND	2007 ELECTIONS	57040 ELECTION COSTS	50,000.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			581,426.16

1. We are requesting to add $300,000.00 to County Infrastructure for Roads Projects
2. We are requesting to add re-authorized grant SAP 26-K4353-STBR Legislative Appropriation to the budget
3. We are requesting to add $100000.00 to County Infrastructure for repairs, etc. to the Judicial Complex
4. We are requesting an additional $50,000.00 for Election Costs

Torrance County

Resolution

Budget Adjustment

Schedule B

Budget Increase

Torrance County FY2027 Budget (Tyler ERPPro 10 line item structure)

Budget Increase					
Revenue			Expenditure		
Tyler Line Item	Description	Amount	Tyler Line Item	Description	Amount
620-000-9999	FUND BALANCE	100,000.00	620-094-2272	COUNTY INFRASTRUCTURE-JUDICI	100,000.00
620-000-9999	FUND BALANCE	300,000.00	620-094-2613	COUNTY INFRASTRUCTURE-ROADS	300,000.00
803-000-1820	SAP 264<4353-STBR TOR COUNTY WATER	1 15,713.08	803-059-2729	SAP 26-K4353-STBR TOR COUNTY WATER	1 15,713.08
401-000-9999	FUND BALANCE	50000.00	401-021-2226	ELECTION COSTS	50,000.00
REVENUE TOTAL		465,713.08	EXPENSE TOTAL		465,713.08

Cash Transfer					
Transfer From:			Transfer To:		
Line Item	Description	Amount	Line Item	Description	Amount
Total			Total		

FIRST AMENDMENT TO GRANT AGREEMENT

Grant Agreement No. SAP 26-K4353-STBR

THIS FIRST AMENDMENT TO GRANT AGREEMENT NO. SAP 22-G2438-STB ("**Amendment**") is made and entered into by and between the New Mexico Environment Department, State of New Mexico, on behalf of its Environment Department ("**Department**") and Torrance County ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Amendment shall be effective as of "**Effective Date**".

WITNESSETH

WHEREAS, the Parties entered into Grant Agreement No. SAP 22-G2438-STB ("Original Agreement") on or about November 08, 2022, for the expenditure of One Hundred Twenty Thousand Dollars, ($120,000.00), to plan, design, construct and equip water system improvements for Duran in Torrance county and

WHEREAS, Time Extension and

WHEREAS, after review, the Parties desire to amend the Original Agreement as identified below.

NOW, **THEREFORE**, the Parties agree to amend the Original Agreement as follows:

A. The Term "Reversion Date," as used throughout the Original Agreement, is hereby amended to read as follows:

   a. June 30, 2028

   b. Except as otherwise amended herein, all Articles and Sections containing the term "Reversion Date" are hereby unaffected.

B. In accordance with Laws of (2026), Chapter (68), Section (356), Subsection (), One Hundred Fifteen Thousand Seven Hundred Thirteen Dollars And Eight Cents, ($115,713.08), of the Appropriation Amount is hereby recognized as reauthorized and available for reimbursement through the Reversion Date, as amended hereby.

C. **Ratification and Republication:** Except as expressly amended herein, all terms and conditions of the Original Agreement shall remain in full force and effect. The Original Agreement, with the amendments contained herein, is hereby ratified and republished.

[SIGNATURE PAGE FOLLOWS]

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

NEW MEXICO ENVIRONMENT DEPARTMENT:

_____ _____

Dennis Romero, P.E., Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to the July 20, 2026, Secretary of Environment Delegation Order

Grantee: Torrance County

Stephanie Y. Reynolds — 9.10.2026

Stephanie Y. Reynolds, County Manager — Date



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 8-C

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

The Board of County Commissioners (the "Board") of Torrance County (the "County"), in the State of New Mexico, met in open regular session in full conformity with law and the ordinances and rules of the County, in the Commission Chambers at the Administrative Offices of the County, located at 205 S Ninth Street, Estancia, New Mexico, in the County, being the regular meeting place of the Board, at 9:00 a.m. on Wednesday, September 23, 2026, at which time there were present and answering the roll call the following members:

Chair:

[Ryan Schwebach]

Commissioners:

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

Absent:

[None]

The [County Manager], [County Clerk] and [County Attorney] were also present.

Thereupon the following proceedings, among others, were had and taken, to wit:

There was officially filed with the County Clerk, the Chair and each Commissioner, a copy of a resolution in final form, which is as follows:

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 $150,000,000 (THE "BONDS") IN CONNECTION WITH AN INDUSTRIAL REVENUE BOND PROJECT TO CONSTRUCT AN ENERGY STORAGE FACILITY TO BE LOCATED WITHIN THE BOUNDARIES OF THE COUNTY, BUT OUTSIDE THE BOUNDARIES OF ANY INCORPORATED MUNICIPALITY, IN ORDER TO INDUCE BRITTON STORAGE, 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, Chapter 4, Article 59 NMSA 1978 (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 Company, as agent of the County, would acquire, construct, equip and install an energy storage facility to be located in the County, but outside the boundaries of any incorporated municipality, which will constitute an industrial revenue project (the "Project"); and

WHEREAS, the Project will constitute a "project" as defined under the Act and the Project is proposed to have the energy storage capacity of approximately 60 megawatts; 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 the 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, Section 4-37-7 NMSA 1978 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 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 required for an energy storage facility.

B. The Project is proposed to have the energy storage capacity of approximately 60 MW, with the Project to be constructed by the Company, or an affiliate thereof, as agent of the County.

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 $150,000,000.

E. The developer of the Project will be the Company (or one or more successors, assigns, or 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 the 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 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 energy storage 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 $150,000,000, 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 (Britton Storage 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 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 Sections 56-7-1 and -2 NMSA 1978 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 funded 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 energy storage equipment used to store electricity generated by a solar power facility, and related equipment. 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 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 the 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 14 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 County Clerk is hereby directed, in accordance with Section 4-37-7 NMSA 1978 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.

[The Remainder of this Page is Intentionally Left Blank.]

PASSED, ADOPTED, SIGNED AND APPROVED this 23rd day of September 2026.

BOARD OF COUNTY COMMISSIONERS,
TORRANCE COUNTY, NEW MEXICO

_____
Ryan Schwebach, Chair

_____
Linda Jaramillo, Vice Chair

_____
Kevin McCall, 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

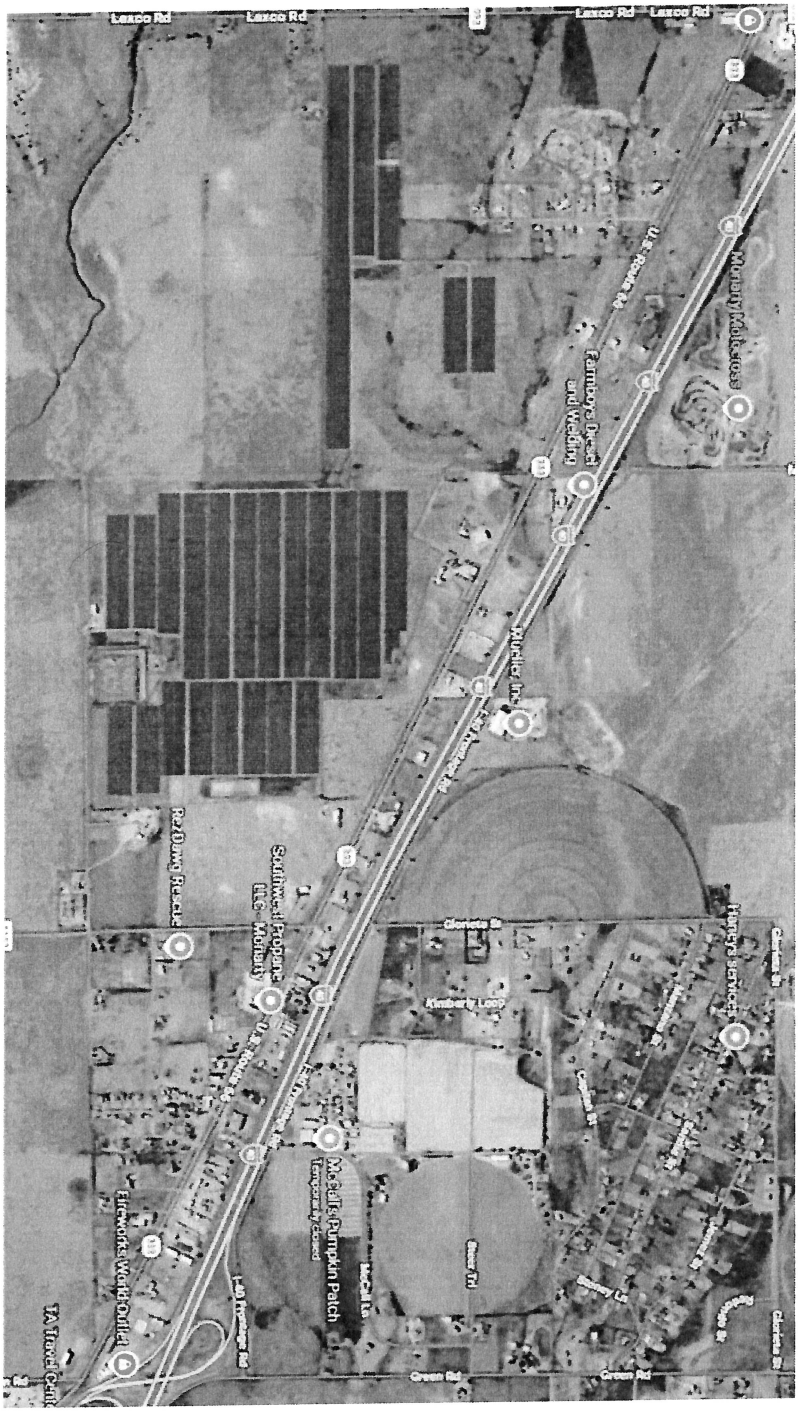


EXHIBIT B

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, _____, 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 (Britton Storage 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 (BRITTON STORAGE PROJECT), SERIES 2026, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $150,000,000 (THE "BONDS"); TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF ENERGY STORAGE FACILITIES TO BE CONSTRUCTED 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 (TO THE EXTENT NECESSARY), 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, Chapter 4, Article 59 NMSA 1978; (2) the proceeds of the Bonds will finance the acquisition, construction, and installation of an energy storage facility and associated equipment and real property used to store energy from a solar power facility in the County (the "Project") for use by Exus North America 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 depositary. 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 Section 4-37-7 NMSA 1978.

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 _____, 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 _____ 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.

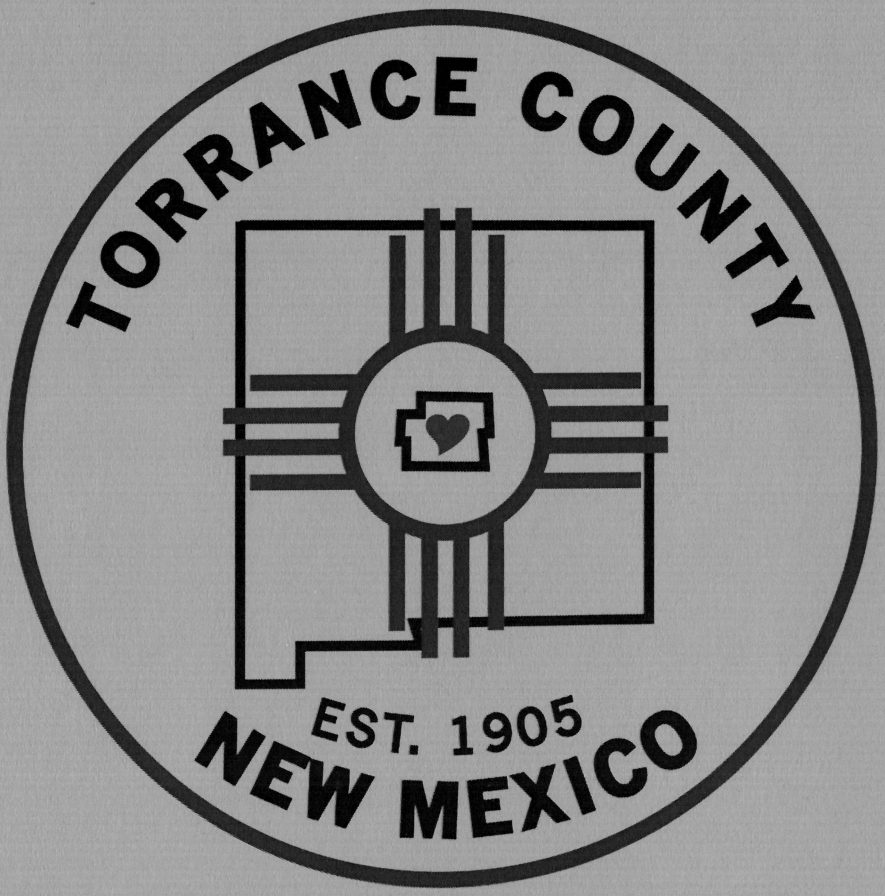
BOARD OF COUNTY COMMISSIONERS
TORRANCE COUNTY, NEW MEXICO

By_____
Ryan Schwebach, Chair

ATTEST:

By_____
Sylvia Chavez
Torrance County Clerk

(S E A L)



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 8-D

TORRANCE COUNTY ZONING ACTION

Application for Zoning Appeal

Torrance County
8:39 AM
AUG 19 2026
Planning & Zoning

DATE _____

TIME _____

RECEIVED BY _____

Appellant: KATE ULLRICH Phone 858-263-5122

Mailing Address: 2 REBECCA ROAD SOUTH, MORIARTY NM 87035

Agent (if any) : N/A Phone N/A

Mailing Address: N/A

Reason for Appeal (Use additional sheets if necessary): See additional sheets

Signature: _____ Date: 8.18.26

INSTRUCTIONS: Submit **nine (9)** copies of the appeal form and filing fee to the County Zoning Officer within fourteen (14) days after a determination is made which is the subject of the appeal. Public Notice must be given by legal advertisement prior to the hearing. The appeal shall be decided by the Board of County Commissioners within forty-five (45) days after the date of filing.

I. REASON FOR APPEAL

Decision of the Torrance County Planning and Zoning Commission. Date of Decision: August 5, 2026.

Application Subject: Type 3 Subdivision proposing to divide a 10-acre Rural Residential parcel (Lot 4, Block B, Moriarty South Subdivision) into four separate 2.5-acre minimum plots.

Attachment / IPRA Reservation: Pursuant to Section 10.2.3, Appellant formally requested a copy of the written decision, complete application packet, and mandatory state agency review letters via the Inspection of Public Records Act (IPRA). The County indicated they would provide the documentation by August 28, 2026, extending past the statutory appeal deadline. To preserve appellate rights under Section 10.1.1, this Notice is filed timely. Appellant reserves the right to supplement Exhibit A (Signed Decision and Official Record) and update appeal details upon fulfillment by the Records Custodian.

II. APPELLANT'S STANDING
Appellant is an adversely affected party under Ordinance No. 2008-003, 4/23/08. Appellant is the direct real property owner located across the street from the subject site (Lot 4, Block B, Moriarty South Subdivision). The proposed high density subdivision directly affects Appellant's property rights, neighborhood character, local infrastructure, drainage, and surrounding land use conditions.

III. SPECIFIC PORTIONS OF THE DECISION BEING APPEALED
Appellant specifically appeals the following portions of the Zoning board's decision:

> Approval of the subdivision plat based on flawed, outdated, and demonstrably incorrect site maps and technical reports.
>
> Approval of 2.5-acre lot density splits without proper consideration of surrounding rural land characteristics, in direct conflict with the Torrance County Comprehensive Plan.
>
> Approval rendered prior to or without complete/recent evaluation of required state agency review opinions (including OSE, NMED, SWCD, and NMDOT/County Road Dept) under Section 4.2 and NMSA 1978, § 47-6-11.

IV. GROUNDS FOR APPEAL (SECTION 10.2.1)
Pursuant to **Section 10.2.1 of the Torrance County Subdivision Regulations**, the Board of County Commissioners **shall set aside or reverse** the action of the Planning and Zoning Commission if it is found to be:

a. Arbitrary, capricious, or an abuse of discretion;
b. Not supported by substantial evidence; or
c. Otherwise not in accordance with law.

The Planning and Zoning Commission's approval meets all three criteria and must be reversed on the following specific grounds:

1. Non-Alignment with the Torrance County Comprehensive Plan (Arbitrary, Capricious, and Not in Accordance with Law)
Direct Conflict with Comprehensive Plan Mandates: The Torrance County Comprehensive Plan serves as the foundational legal framework guiding growth, density, and land use within the county. The Plan explicitly prioritizes the preservation of low-density rural residential character, protection of local groundwater aquifers, and conservation of open space in rural zones.

Unjustified High-Density Intrusion: Approving a subdivision that forces four 2.5-acre high-density plots into an established 10-acre Rural Residential zone directly violates the overarching goals of the Comprehensive Plan.

Failure to Apply Statutory Standards: A planning commission acts arbitrarily, capriciously, and contrary to law when it approves land development projects that contradict the County's official Comprehensive Plan without compelling, evidentiary justification.

2. Not Supported by Substantial Evidence & Arbitrary Action (Flawed Submittals)
Inaccurate Mapping Data: The submittals presented by the Agent (Oden & Associates) relied on an outdated map that inaccurately depicts surrounding properties, including erroneous site features and boundary representations of Appellant's land across the street. A decision grounded in false or stale geographical data lacks substantial evidence and rational support.

Insufficient Technical Reports: The applicant relied on outdated baseline information that fails to reflect recent and current environmental, drainage, and infrastructural conditions on and around Lot 4, Block B.

Lack of Agency Concurrence Evidence: The record lacks substantial evidence establishing that mandatory state reviewing agencies, such as the Office of the State Engineer (water availability) and NMED (liquid waste), issued, recent, favorable, fully informed written opinions based on accurate site data submitted by the agent.

ALBUQUERQUE JOURNAL

Dept 880697
PO Box 29650
Phoenix, AZ 85038-9650 Phone: (505)823-3220

Proof of Ad 08/24/2026

Account:	1005036
Name:	TORRANCE CNTY PLANNING ZONING
Company:	TORRANCE COUNTY PLANNING & ZONING
Address:	ATTN: DON GOEN P.O. BOX 48 ESTANCIA, NM 87016
Telephone:	(505)544-4391

Ad ID:	454640
Description:	
Run Dates:	09/08/2026 - 09/08/2026
Class:	3001
Orig User:	master
Words:	85
Lines:	22
Agate Lines:	32
Depth:	2.23
Blind Box:	

Base Ad Cost	**$36.23**
Total Ad Cost	**$38.99**
Amount Paid	**$0.00**

Publication	Start	Stop	Inserts
Albuquerque Journal	09/08/2026	09/08/2026	1

PUBLIC NOTICE

During the regular meeting on September 23, 2026 at 9:00 a.m. the Torrance County Commission will hold a Public Hearing and render a decision upon the Appeal application presented by Kate Ullrich. The applicant is aggrieved by the decision of the Planning & Zoning Board to grant the Southwest Property Solutions, LLC application for a Summary Review: Create Type 3 Subdivision. The subject property is described as Lot 4, Block B, Moriarty South Subdivision within a Rural Residential Zone.

Journal: September 8, 2026.

ALBUQUERQUE JOURNAL | jrnl+

Dept 880697
PO Box 29650
Phoenix, AZ 85038-9650 Phone: (505)823-3220

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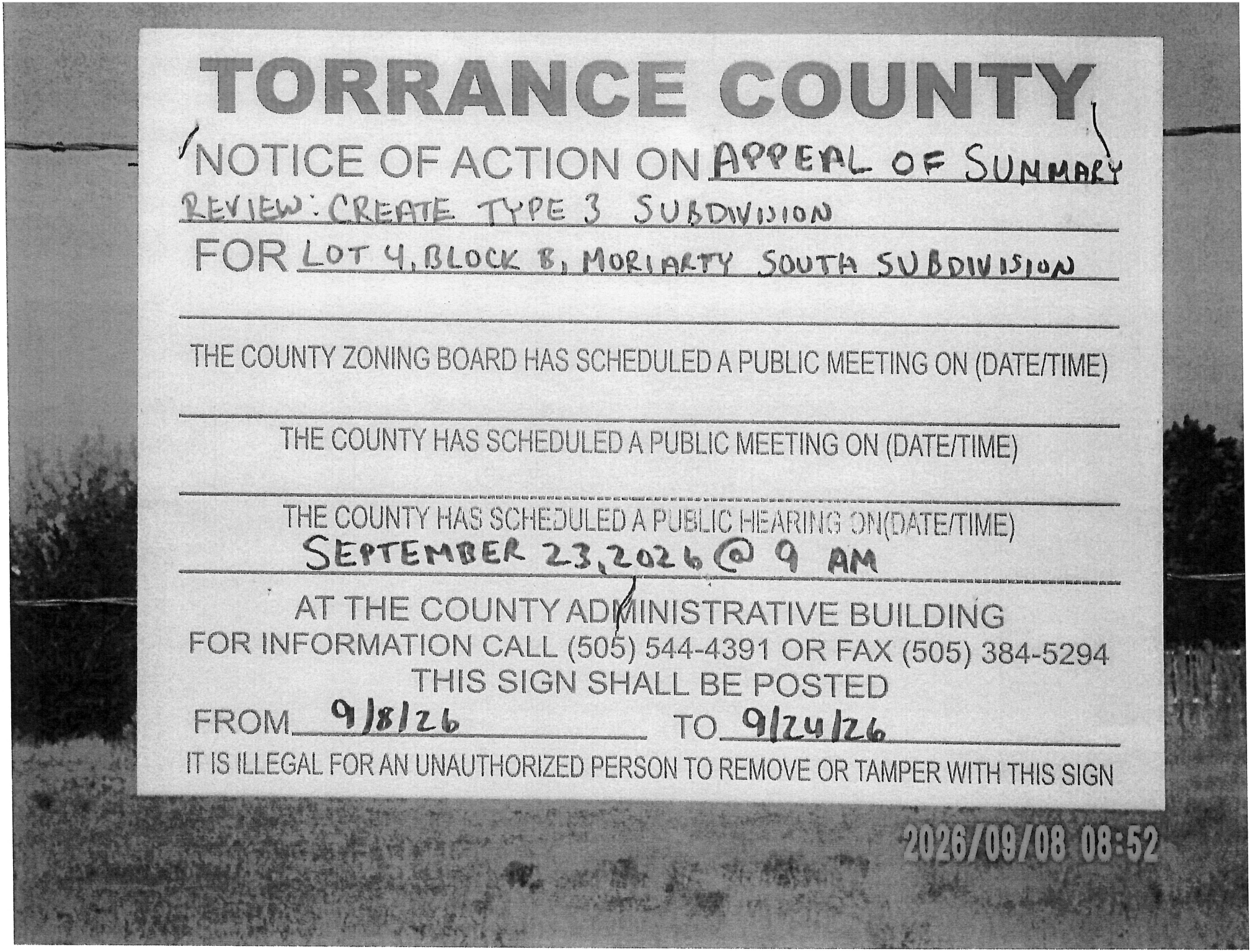
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TORRANCE COUNTY
NOTICE OF ACTION ON APPEAL OF SUMMARY
REVIEW: CREATE TYPE 3 SUBDIVISION
FOR LOT 4, BLOCK B, MORIARTY SOUTH SUBDIVISION
THE COUNTY ZONING BOARD HAS SCHEDULED A PUBLIC MEETING ON (DATE/TIME)
THE COUNTY HAS SCHEDULED A PUBLIC MEETING ON (DATE/TIME)
THE COUNTY HAS SCHEDULED A PUBLIC HEARING ON(DATE/TIME)
SEPTEMBER 23, 2026 @ 9 AM
AT THE COUNTY ADMINISTRATIVE BUILDING
FOR INFORMATION CALL (505) 544-4391 OR FAX (505) 384-5294
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TORRANCE COUNTY
NOTICE OF ACTION ON APPEAL OF SUMMARY
SEASON CREATE TYPE 3 SUBDIVISION
FOR LOT 4, BLOCK 3, MORIARTY SOUTH SUBDIVISION
THE COUNTY ZONING BOARD HAS SCHEDULED A PUBLIC MEETING ON (DATE/TIME)
THE COUNTY HAS SCHEDULED A PUBLIC MEETING ON (DATE/TIME)
THE COUNTY HAS SCHEDULED A PUBLIC HEARING ON (DATE/TIME)
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Torrance County
Planning & Zoning

P.O. Box 48 205 S 9th Street
Estancia, NM 87016
(505) 544-4393 Main Line (505) 384-5294 Fax
www.torrancecountynm.org

September 8, 2026

Kate Ullrich
2 Rebecca Rd South
Moriarty, NM 87035

To whom it may concern,

This letter is to inform you that a public hearing for your appeal of the decision made by the Planning & Zoning Board on August 5, 2026 to approve the Southwest Property Solutions, LLC application for Summary Review: Create Type 3 Subdivision at the property described as Lot 4, Block B, Moriarty South Subdivision will come before the Torrance County Board of Commissioners on September 23, 2026.

The meeting will begin at 9:00 a.m. and will be held at the Torrance County Administrative Offices, 205 S 9th Street, Estancia, NM.

You and/or your agent must attend the meeting to present your proposal to the Commission.

If you have any questions concerning the meeting format, please feel free to contact me at dgoen@tcnm.us or (505) 544-4391.

Regards,

Don Goen
Planning & Zoning Director

Torrance County
Planning & Zoning
P.O. Box 48 205 S 9th Street
Estancia, NM 87016
(505) 544-4393 Main Line (505) 384-5294 Fax
www.torrancecountynm.org

September 8, 2026

Re: Kate Ullrich
Summary Review: Create Type 3 Subdivision Appeal

To Whom It May Concern:

This letter is to inform you that Kate Ullrich has filed an appeal of the decision made by the Planning & Zoning Board on August 5, 2026 to approve the Southwest Property Solutions, LLC application for Summary Review: Create Type 3 Subdivision Appeal at the property described as Lot 4, Block B, Moriarty South Subdivision will come before the Torrance County Board of Commissioners on September 23, 2026. The meeting will begin at 9:00 a.m. and will be held at the Torrance County Administrative Offices, 205 S 9th Street, Estancia, NM.

Please plan to attend, have a representative attend in your place, or send a letter marked Attention: Planning & Zoning Director to the above address if you would like to voice an opinion in support of or in opposition to this application.

Torrance County is inviting you to a scheduled Zoom meeting.
Join Zoom Meeting
https://zoom.us/j/96399880538?pwd=DWusBWbGcsNotwb68xw6XgqhwbeW64.1

Meeting chat link
https://zoom.us/launch/jc/96399880538

Meeting ID: 963 9988 0538
Passcode: 411171

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Find your local number: https://zoom.us/u/aUU86tZUw

If you have any questions or concerns, please contact me at email dgoen@tcnm.us or (505) 544-4391.

Regards,



Don Goen
Planning & Zoning Director

Torrance County

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TORRANCE COUNTY PLANNING AND ZONING BOARD
NOTICE OF DECISION

SUBJECT: Summary Review: Create Type 3 Subdivision

APPLICANT: Southwest Property Solutions, LLC

LEGAL DESCRIPTION: Lot 4, Block B, Moriarty South Subdivision

ZONE: RR, Rural Residential, 2.5 acre minimum

ACTION: Summary Review: Type 5 Subdivision

SUMMARY REVIEW: CREATE TYPE 3 SUBDIVISION
Approved 4-0.

Findings and Conditions

FINDINGS:

1. Applicant Southwest Property Solutions, LLC
2. Staff explained the application to create a Type 3 Subdivision located at the parcel described as Lot 4, Block B, Moriarty South Subdivision. Two each 2.7+ acre and two each 2.9+ acre parcels would be created.
3. Tim Oden, President Oden & Associates, acting as agent, explained the documents submitted.
4. Application has met the requirements of Subdivision Regulations Article 6.
5. Application has met the requirements of Torrance County Ordinance Section 11.D.1.
6. In a unanimous vote of 4 in favor, Summary Review approved.

CONDITIONS of APPROVAL:
None

Approved this 5th day of August, 2026

Gilbert Sanchez, Vice Chairman of The Board

Don Goen, Planning & Zoning Director

TORRANCE COUNTY PLANNING & ZONING BOARD
AGENDA

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

REGULAR MEETING
August 5, 2026

CALL TO ORDER: 9:30 a.m.
Pledge of Allegiance

Public Comment	Speakers limited to 2 minutes-time may not be donated to another
Approval of Agenda	Approval of Agenda for August 5, 2026 meeting
Approval of Minutes	Approval of Minutes for July 1, 2026 meeting

ACTION ITEMS

Public Hearing

1. Summary Review: Create Type 3 Subdivision

Applicant:	Chilili Land Grant
Agent:	Juan Sanchez, President Chilili Land Grant
Site:	Within Projected Section 8, T.7N., R.7E., NMPM.
Zone:	RCP, Rural Community Preservation, 40 Acre minimum

2. Summary Review: Create Type 3 Subdivision

Applicant:	Southwest Property Solutions, LLC
Agent:	Tim Oden, Oden & Associates
Site:	Lot 4, Block B, Moriarty South Subdivision
Zone:	RR, Rural Residential, 2.5 Acre minimum

Regular business

3. Claim of Exemption 8: Create Family Cemetery

Applicant:	Abe L. Chavez
Agent:	Self
Site:	Tract A located within Sections 5 and 6, T.3N., R.9E., NMPM
Zone:	A, Agricultural, 40 Acre minimum

4. Claim of Exemption 7: Lot Consolidation

Applicant:	Jim Leske
Agent:	Self
Site:	Lots 37 and 38, Block 6, Unit 2, Moriarty Heights Subdivision
Zone:	RR, Rural Residential, 2.5 Acre minimum

5. Kennel: Dog Rescue

Applicant:	Jim Leske
Agent:	Self
Site:	Lots 37 and 38, Block 6, Unit 2, Moriarty Heights Subdivision
Zone:	RR, Rural Residential, 2.5 Acre minimum

DISCUSSION ITEMS: None

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

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

ADJOURN:

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meetings, please contact the Torrance County Manager's Office at 205 9th Street, Room 24, Estancia, NM 87016 (505) 544-4700 at least one week prior to the meeting or as soon as possible. Public documents, including the agendas and minutes, can be provided in various accessible formats. Please contact the Torrance County Clerk's Office at 205 9th Street, Room 1, Estancia, NM 87016 (505) 544-4350 if a summary or other type of accessible format is needed.

MEETING FORMAT

All those presenting before the Board must be sworn in.

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

TORRANCE COUNTY PLANNING & ZONING BOARD
MINUTES

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

REGULAR MEETING

August 5th, 2026

ATTENDANCE:
In attendance: Board members, Vice Chairman Gilbert Sanchez, Jesse Segura, Philip Terry-Smith, Jim Stevens, via Zoom, Planning & Zoning Director Don Goen, County Attorney Michael Garcia & Planning & Zoning Administrative Assistant Lynnette McMillan. Not present Chairwoman Tina Estrada.

CALL TO ORDER: **9:30 a.m., Vice Chairman Sanchez** called the meeting to order.

Pledge of Allegiance: **Vice Chairman Sanchez** led the Pledge

Public Comment: None

Approval of Agenda: Approval of Agenda for August 5th, 2026, meeting
Mr. Segura motioned to approve; Mr. Terry-Smith seconded

Roll Call: **Mr. Segura, Aye, Mr. Terry-Smith; Aye,**
Vice Chairman Sanchez: Aye, Mr. Stevens; Aye,
Motion approved 4-0

Approval of Minutes: Approval of Minutes for July 1st, 2026, meeting.
Mr. Segura motioned to approve; Mr. Terry-Smith seconded

Roll Call: **Mr. Stevens; Aye, Mr. Segura, Aye, Mr. Terry-Smith; Aye,**
Vice Chairman Sanchez: Aye,
Motion approved 4-0

Motion to leave regular business and move into public hearing:
Mr. Segura motioned to move, Mr. Terry-Smith seconded

Roll Call: **Mr. Stevens; Aye, Mr. Segura, Aye, Mr. Terry-Smith; Aye,**
Vice Chairman Sanchez: Aye,
Motion approved 4-0

Public Hearing **9:33**

1. Summary Review: Create Type 3 Subdivision

Applicant: Chilili Land Grant
Agent: Juan Sanchez, President Chilili Land Grant
Site: Within Projected Section 8, T.7N., R.7E., NMPM.
Zone: RCP, Rural Community Preservation, 40 Acre minimum

Director Goen presented Item number 1. This was a Summary Review to create a Type 3 Subdivision within the Chilili Land Grant. All of the appropriate documents were included in the packet including the plat. It did say lease on the individual parcels, but they were here to create the parcels. Mr. Juan Sanchez was the President of the Chilili Land Grant and was representing this item. **Mr. Juan Sanchez** was sworn in. **Mr. Sanchez** introduced himself as the President of the Chilili Land Grant also known as the **La Merced Del Pueblo De Chilili**. He was here today as they were working on a unique project based on and within the regulations of the Land Grant, Torrance County and The State of New Mexico. The housing project was five-lots to be leased to Chilili Land Grant Heirs. He did not consider this a sub-division even though they had to follow the Torrance County's process and it was a subdivision; they did follow that process. The land was not going to leave Land Grant ownership. It would be leased. They had people ready to move in. The Trustees were in belief they had Planning and Zoning authority and did to an extent but came to find out they also had to be in compliance with Torrance County. The Board of Trustees passed a resolution creating the housing. The water was provided by the Land Grant. They had inherited the land from Mr. Mack Trujillo with two existing wells. Therefore, there would be no need for additional wells as this was sufficient to supply all five dwellings. **Vice Chairman Sanchez** asked for those in favor or opposed. **Mr. Dan Brinkley** was sworn in. Mr. Brinkley owned the parcel across the highway from where this subdivision was proposed. The wells were very shallow in the area. His well was approximately 100 feet in depth. His concern was after the set time they could create more parcels. **Director Goen** explained there was a 5-year timeline. But after that they could come back to request to create more parcels. **Mr. Brinkley's** concern was the depletion of water resources forcing existing residents to put in new wells in the future as more development took place. Also, the number of septic systems and concern for ground contamination. **Vice Chairman Sanchez** inquired if Mr. Brinkley was a resident of the Land Grant. **Mr. Brinkley** explained that he was. Mr. Brinkley was concerned there would continue to be residential growth. There were 3 or 4 sub-divisions in Chilili so he questioned why they would add another. **Mr. Antonio Zamora** was sworn in. His parcel was across the street from the proposed subdivision. Mr. Zamora stated the 2 mobile homes that were previously placed at this proposed subdivision were placed without proper permitting. In reference to Section 6 in the General Provisions of the Current Torrance County Ordinance, he was asking that these provisions were met. **Director Goen** replied that in regard to the two mobile homes that were placed prematurely they would be permitted retroactively. Planning and Zoning had seen this in the past for various reasons, but it did occasionally occur. The liquid waste was under the purview of the State. **Mr. Zamora** corrected **Vice Chairman Sanchez. Mr. Zamora** was not in opposition; he had just stated his environmental concerns. He inquired about the zoning of the 40-acre minimum. **Director Goen** replied that a Summary Review was a mechanism to address creating parcels that were smaller than district minimum standard. **Mr. Sanchez** addressed the concerns brought forth. He replied there are two wells and they have a two-thousand-gallon water tank, water lines and meters were installed. They were very cautious about their water and water table within Chilili. They were not going to drill more wells. If the well were to fail, they had the second well for back-up. There was sufficient water to provide for the 5 households. As far as future development there were no plans. The Board of Trustees' job was to manage the land and they were managing the land in the best interest of the heirs. As far as the septic's, they were installed with proper permitting by a licensed company with proper inspections. **Mr. Andrew Gutierrez** was sworn in. Mr. Gutierrez introduced himself as the President of the Tajique Land Grant and also an Heir of the Chilili Land Grant. He had been on the Board of Trustees for ten years. He was in full support of this housing project. One of their goals in Chilili is to provide affordable housing stating the difficulty the young people face. He was in full support of the Land Grant's initiative. **Mr. Segura motioned to approve; Mr. Terry-Smith seconded**

Roll Call: **Mr. Stevens; Aye, Mr. Segura, Aye, Mr. Terry-Smith; Aye,**
Vice Chairman Sanchez: Aye,
Motion approved 4-0

2. Summary Review: Create Type 3 Subdivision
Applicant: Southwest Property Solutions, LLC

Agent: Tim Oden, Oden & Associates
Site: Lot 4, Block B, Moriarty South Subdivision
Zone: RR, Rural Residential, 2.5 Acre minimum

Director Goen presented Item number 2. This was a Summary Review to create a Type 3 Subdivision. The application was in order, all applicable documents had been submitted, the parcels would still meet district minimum standard in the Rural Residential Zone. There were four parcels that ranged from 2.7 to 2.9 acres. The representing agent was Mr. Tim Oden with Oden and Associates. **Mr. Tim Oden** was sworn in. Mr. Oden introduced himself as the representing agent for Southwest Property Solutions, LLC. Stating this was a request for a Type 3 sub-division. The location was Lot 4, Block B of the Moriarty South Subdivision. This was about 4 miles west of Moriarty between McNabb and Rabbit Run. Mr. Oden went over the sizes of the parcels and documents included in the submitted packet. This included several documents including a disclosure statement and a water availability report which was required for all summary review subdivisions. No new easements would be created; the property was zoned Rural Residential which was a 2.5 acre minimum. There was no flood plain affecting the parcels. Three County roads bordered the land. There were dry utilities on the North, South and East sides of the parcels. The burden was on the purchaser to drill their own well and install their liquid waste system on each lot. The disclosure statement included easements, access, water availability, liquid waste disposal and were mentioned to be the responsibility of the purchaser. A soil survey showing the soil was acceptable for a standard liquid waste system. Road maintenance responsibility, any adverse conditions that affect the parcel. In addition, there was a separate water availability report that showed approximately 15 wells in the northwest quarter of the subdivision. The water availability report required a well log from a nearby permitted well along with other information that was provided. He stated this was a very old subdivision with many old wells and noted the water levels had been dropping in the aquafer as was common knowledge. **Vice Chairman Sanchez** asked for those opposed. **Kate Ullrich** was sworn in. She was opposed to the proposed subdivision. She referred to the **Torrance County Comprehensive Plan** referring to the balance of growth in the County. Growth should be directed towards areas with existing infrastructures such as Moriarty. Ms. Ullrich asked if approved, how they would prove to have the residents of Torrance County best interest in mind while maintaining the subdivisions rural characteristics. She inquired about the roll the Torrance County Comprehensive Plan played in the decision-making process. She believed this application was a part of a growing pattern of land division creating excessively small parcels. Also turning the County into a suburban style area. She did not think the growth was sustainable. **Mr. Oden** asked Ms. Ullrich to point out her parcels and asked if she had a well on her parcel. **Ms. Ullrich** explained she did have a well. **Mr. Oden** then pointed out that this was zoned Rural Residential and that was a minimum of 2.5 acres. These lots were in compliance with zoning and the Comprehensive Plan. There were 6, 10 acre lots that the county had approved to sub-divide and 3 of those 6 were divided into 1.25 acre lots. That probably occurred prior to the current zoning ordinance. **Mr. Mark Gordan** was sworn in. His main concern was water availability. He owned three lots to the east of the proposed subdivision. He was in the process of creating and permitting a storage facility. His well produces 3 gallons per minute. He has three children. Losing his water would be detrimental. He owns approximately 9.3 acres in his 3 lots. Seeing somebody place 4 more homes on the corner was concerning. **Mrs. Barbara Bauer Bass** was sworn in. Mrs. Bauer-Bass had lived on the northeast corner of Rebecca & McNabb for 30 years. Her original well was at a depth of 200 feet. This well failed 7 years prior, and she had a new well installed. Those who cannot afford to install new wells must haul water. She also had concerns about the traffic. There was no sign for the bus stop and people ran the existing stop sign at high speeds. She had witnessed racing cars and there were cattle in the pastures that had previously gotten out onto the road. People come from the city to raise their children and put up bright lights that ruined the night sky. She was strongly against this subdivision. One home would be enough. She asked how many wells are out there without meters. **Vice Chairman Sanchez** asked for those in favor. There was none. **Mr. Nelvin Smith** was sworn in. He was opposed to the subdivision. He was north of the proposed subdivision and on a shared well. He stated there were people running the stop sign and others racing in the area. **Mr. Segura motioned to approve; Mr. Terry-Smith seconded. Vice Chairman Sanchez** called for discussion. **Mr. Stevens** read from page 3 under water availability that domestic

wells are available with permits issued by the Office of the State Engineer. Mr. Stevens asked if the Office of the State Engineer had ruled on this or would that occur after the subdivision was approved. **Mr. Oden** replied, The Office of the State Engineer will allow you to drill a domestic well on your lot in the State of New Mexico. **Mr. Stevens** asked if The Office of the State Engineer would examine the lot before or after the subdivision was approved. **Mr. Oden** replied no permits had been applied for at this time. A well permit could not be applied for until the plat was approved. **Director Goen** added, per state statute the OSE states that if a domestic well was applied for a permit shall be issued. Historically 3-acre feet were automatically issued and today it was .5-acre feet. **Mr. Oden** had included that the older wells probably had an allocation of 3-acre feet. that would not be issued today. At the most they would get .5-acre feet each, in total that was only 2-acre feet for all 4 lots. This was in the disclosure statement and water availability report. **Mr. Stevens** asked what the control mechanism was. **Mr. Oden** replied it was a requirement that a meter be installed and meter readings be reported as the mechanism to ensure they did not over divert. **Mr. Segura** added that we all decided to move to the country. Things change and people move in; he did not think we could control that. He did sympathize with the water situation. It had been addressed and they were going through the legal procedure. He could not agree with keeping people out by denying a legal request. **Mr. Terry-Smith** shared that there were typos in the application. **Mr. Oden** replied he would go through the application. He also shared concerns about neighbors. Things were moving according to the law so there would have to be justification to deny this proposal. **Vice Chairman Sanchez** also sympathized with the water situation as water was of a major concern across the County. He also found frustration with the Office of the State Engineers Office as we had a casual relationship with them. We must verify with them to drill a well but their enforcement mechanism may be lacking. This request was within the landowner's legal rights. It was a Rural Residential classification, and he would hope there was notification of the water situation in the disclosure statement. This would seem to be a deterrent for a purchaser. **Ms. Ullrich** asked if the planning and Zoning were mandated by ordinances to approve every single subdivision to the minimum amount. **County Attorney Michael Garcia** addressed the question. The subdivision code was set up so there was a criterion. If people meet those criteria you had to have a good reason to deny it. There was discretion, it was not a rubber stamp, but you had to have a good reason to deny it. **Ms. Ullrich** asked how the Torrance County Comprehensive Plan fit into the enforceability of the subdivision approval. **County Attorney Michael Garcia** was a guide, just a plan. The actual criteria for approving or disapproving was the code. **Ms. Ullrich** inquired about the 2.5 acre minimum standard if that was based on subdivision or ordinance. **Vice Chairman Sanchez** answered this was in accordance with New Mexico Subdivision Regulation December 11th, 1996. For type 3 subdivisions it could be 2 to 24 parcels in a larger tract of less than ten acres. **Ms. Ullrich** again inquired if the Board was mandated. **Vice Chairman Sanchez** replied that the Board follows the Ordinance.

County Attorney Michael Garcia responded that did not mean this was a rubber stamp if that was the question. They must have a good reason if they were going to ignore the subdivision code and zoning ordinance if people had met the criteria. **Vice Chairman Sanchez** said this had been addressed and it was time to move on. **Director Goen** made clear to those attending that by State Statute there was a two-week appeal period. If they would care to appeal, they could pick up an application in the Torrance County Planning and Zoning office if they chose to do so. Anybody who was aggrieved by the Planning and Zoning Director or the Planning and Zoning Board could appeal to the County Commission. **Ms. Ullrich** questioned Director Goen on who they were appealing to. **Director Goen** replied that was the County Commission who would be acting as a Quasi judicial capacity. **Ms. Ullrich again** questioned the judging entity. **Director Goen** stated clearly that he had no vote. He was only providing the appeal form. **Ms. Ullrich** then asked if the application could be 2 parcels instead of four. **Director Goen** replied that would be impossible as that was not what was being applied for.

Mr. Segura motioned to approve this item; Mr. Terry-Smith seconded.

Mr. Segura motioned to end public hearing; Mr. Terry-Smith seconded.

Leave Public Hearing10:33

Roll Call: **Mr. Stevens; Aye, Mr. Segura, Aye, Mr. Terry-Smith; Aye,**
Vice Chairman Sanchez: Aye,
Motion approved 4-0

Roll Call: Item 2 **Mr. Stevens; Aye, Mr. Segura, Aye, Mr. Terry-Smith; Aye,**
Vice Chairman Sanchez: Aye,
Motion approved 4-0

Regular business 10:33

3. Claim of Exemption 8: Create Family Cemetery

Applicant: Abe L. Chavez
Agent: Self
Site: Tract A located within Sections 5 and 6, T.3N., R.9E., NMPM
Zone: A, Agricultural, 40 Acre minimum

Director Goen presented Item number 3. This was a Claim of Exemption 8 to Create a Family Cemetery. The agenda did show Mr. Chavez representing himself. But the Surveyor who created the plat was here and representing. **Mr. Lorenzo Dominguez** with L.E.D. Surveying was sworn in. **Mr. Lorenzo Dominguez** stated their request was to create a family cemetery. The parcel was south of Willard about 4 miles, very remote. In 2004 there was a lot-line adjustment. There was a copy of that survey in the packet provided. Access to the property would be from existing roads that had been there for many years. **Vice Chairman Sanchez asked for those opposed or in favor. There was none. Mr. Segura motioned to approve; Mr. Terry-Smith seconded Vice Chairman Sanchez asked for Board discussion. Mr. Stevens** thought it nice that somebody loved the land so much that they wanted to place a family cemetery on it. He was completely in support of this.

Roll Call: **Mr. Stevens; Aye, Mr. Segura, Aye, Mr. Terry-Smith; Aye,**
Vice Chairman Sanchez: Aye,
Motion approved 4-0

4. Claim of Exemption 7: Lot Consolidation

Applicant: Jim Leske
Agent: Self
Site: Lots 37 and 38, Block 6, Unit 2, Moriarty Heights Subdivision
Zone: RR, Rural Residential, 2.5 Acre minimum

Director Goen presented Item number 4. A Claim of Exemption 7. A Lot Consolidation. It was directly tied to the dog rescue, action item number 5. There will be a single presentation showing how they are tied together but then a separate vote for each action item. The lot consolidation was necessary as there was a 5-acre minimum requirement for a kennel. The consolidation would give him an excess of that, and he would like to conduct a dog rescue. Ms. Langdon who was the Director of Torrance County Animal Services was present and would comment on this item. **Mr. Jim Leske** was Sworn in. Mr. Leske stated he owned 3 lots. Two of them were addressed as 108 and 110 Sunset Road, the 3rd being a vacant lot adjoining 108 in Torrance County. The lot consolidation survey had been submitted to you to consolidate 108 and the vacant lot to meet the 5-acre minimum required for the kennel permit. A special use was in order to run a dog rescue. Animal shelters were overwhelmed. Many animals were being euthanized over behavior issues and kennel stress. He had been training and rehabilitating pets for 25 years. He had no issue taking in dogs like this, working through their behavior issues and getting them into their forever homes. This would make life saving space in our animal shelter system. He thanked the Board and stood for questions. **Vice Chairman Sanchez asked for those opposed or in favor. There was none. Ms. Danette Langdon was sworn in.** Ms. Langdon explained she was

here to state the facts. She was not opposed or in favor. She had inspected his parcel and kennel situation. The set up was good, she did agree with his mission, and he was doing a good thing. The only issue she had was the number of dogs he was requesting to house. He was asking for 24. She would endorse 15. She believed 24 was excessive. She based that on the thought that if something was to happen to Mr. Leske the Torrance County Animal Shelter would have to take these animals, and that would be very difficult. He was by himself so the care for 24 animals may be overwhelming. **Mr. Terry-Smth** asked if there could be a stipulation. **Director Goen** affirmed that was correct. You could move to approve with condition. **Mr. Terry-Smith motioned to approve; Mr. Segura seconded. Discussion: Mr. Stevens** thought this was a good thing and asked if there were kennels being constructed. **Mr. Leske** was utilizing a two-car garage that was on the parcel, some of the dogs were inside his house. He had dog beds and blankets. There was a cover for the garage door for cold weather. There was a big propane heater for comfort. He felt they had gone above and beyond. **Mr. Stevens** could not locate a Deed in the packet submitted. **Director Goen** replied to Mr. Stevens. A Real Estate Contract to purchase these lots and a notarized letter from the owner endorsing the consolidation had been provided. The real-estate contract in concert with the notarized letter consolidates the request.

Roll Call: **Mr. Stevens; Aye, Mr. Segura, Aye, Mr. Terry-Smith; Aye,**
Vice Chairman Sanchez: Aye,
Motion approved 4-0

5. Kennel: Dog Rescue

Applicant:	Jim Leske
Agent:	Self
Site:	Lots 37 and 38, Block 6, Unit 2, Moriarty Heights Subdivision
Zone:	RR, Rural Residential, 2.5 Acre minimum

Mr. Segura motioned approve; Mr. Terry-Smith seconded. Mr. Terry-Smith moved to make an amendment to his motion for action item 5 to include the condition of a 15-animal limit and the improvements recommended by Torrance County Animal Serves be completed. Mr. Segura made a amendment to second these conditions for approval. The condition was to improve the perimeter fencing and limit the animals to 15.

Discussion. Mr. Segura asked what their water situation was. **Mr. Leske** replied that a shared well supplied the 3 lots. He included the total of the 3 lots was 8 acres. They previously had mechanical issues with the well, it had been repaired with no further issues. **Mr. Stevens** inquired if that number included the property owners' personal animals. **Director Goen** replied it stated in the ordinance 15 of any combination and that would include all animals on the parcel regardless of ownership, they all count towards the 15. **Mr. Stevens** further questioned the number of animals. **Director Goen** clarified it was 15 regardless of ownership. **Vice Chairman Sanchez** asked if they could increase that number in the future. **Director Goen** replied that would require an application for a modification to the Conditional Use. Meaning that the item would come back before the Board. **Mr. Terry-Smith** commended Mr. Leske on his work noting it was very much needed. **Mr. Stevens** did not see the north arrow on the plat submitted. **Director Goen** pointed out the location of that arrow. It was included within the survey. **Mr. Leske** added that with regard to the number of animals he has several local volunteers that were very helpful. One has stepped up to be an emergency contact. His mother was emotionally vested and would financially support the kennel if necessary. Roll call will include the 15 animal limit and improvement of the perimeter fence.

Roll Call: **Mr. Stevens; Aye, Mr. Segura, Aye, Mr. Terry-Smith; Aye,**
Vice Chairman Sanchez: Aye,
Motion approved 4-0

DISCUSSION ITEMS: None

EXECUTIVE SESSION:
As per motion and roll call vote, pursuant to New Mexico state statute section 10-15-1, the following matters will be discussed in closed session.
Pursuant to New Mexico State Statute Section 10-15-1 through 10-15-4 (NMSA 1978), these issues can be addressed in general. No decision can be rendered at this meeting.

ADJOURN
Being all business had been addressed **Vice Chairman Sanchez** adjourned the meeting.
Meeting adjourned at 10:52 A.M.

APPROVED

Passed, approved, and adopted this 2nd day of September 2026

Gilbert Sanchez, Vice Chairman of the Board

Don Goen, Planning & Zoning Director

Torrance County
JUN 30 2026
11:28 AM
Planning & Zoning

TORRANCE COUNTY SUBDIVISION REGULATIONS

APPLICATION FOR SUMMARY REVIEW PLAT APPROVAL

INSTRUCTIONS

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

APPLICANT INFORMATION

1. Subdivider or Agent Name, Address, and Phone Number Southwest Property Solutions, LLC
   Tini Oden, agent
   PO Box 1976 Moriarty, NM 87035
   Signature _____ Date 6/29/26

2. Engineer/Surveyor Name, Address, and Phone Number _____
   David Sink, PS # 29416
   5353 Wyoming NE, Ste. 6 Albuquerque NM 87109
   Signature _____ Date _____

SUBDIVISION INFORMATION

3. Location of Subdivision (attach map if necessary) _____

4. This is a Type Three X Five ____ Subdivision (check one).

5. Number of lots: 4 Total acreage: 11.4 acres Size of smallest lot: 2.7 acres

6. Municipal planning and platting jurisdiction (if applicable): N/A

7. County Zoning Classification: RR

SUPPLEMENTAL INFORMATION

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

SUMMARY REVIEW PLAT APPLICATION - PAGE TWO

9. All affidavits, certificates, permits, and statements required for summary review plats as defined by the Torrance County Subdivision Regulations shall be attached to this application.

10. The original drawing and required number of copies of the summary review plat map shall be attached to this application.

11. The final disclosure statement shall be attached to this application.

PROCEDURAL INFORMATION (to be completed by County staff)

12. Date of pre-application conference _____ Signed _____

13. Date application received by County_____ Signed _____

14. Date summary review plat deemed complete _____ Signed _____

15. Date summary review plat approved by County _____

16. Date summary review plat filed with County Clerk _____

TORRANCE COUNTY
SYLVIA CHAVEZ, COUNTY CLERK
2260900
Book 363 Page 4074
1 of 1
04/15/2026 12:09:06 PM
BY MACKENZIE

Stewart File No.: 2711849

WARRANTY DEED

Dale L. Kempber, Trustee of The Dale L. Kemper Revocable Trust under agreement dated May 23, 2012.

for consideration paid, grant(s) to

Southwest Property Solutions LLC, a New Mexico limited liability company

whose address is 8100 Wyoming Blvd. NE, Suite M4 #364, Albuquerque, NM 87109

the following described real estate in Torrance County, New Mexico:

Lot numbered Four (4) in Block lettered "B" of Moriarty South, a subdivision, as the same is shown and designated on the plat(s) of said subdivision, filed for record in the Office of the County Clerk of Torrance County, New Mexico.

Subject to patent reservations, restrictions and easements of record and to taxes for the current year and years thereafter.

with warranty covenants.

Executed this 15th day of April, 2026.

Dale L. Kemper, Trustee of the Dale L. Kemper Revocable Trust under agreement dated May 23, 2012

By, Dale L. Kemper, Trustee

State of New Mexico
County of Bernalillo

This instrument was acknowledged before me on this 15th day of April, 2026 by, Dale L. Kemper, Trustee of the Dale L. Kemper Revocable Trust under agreement dated May 23, 2012.

Lori Michele Homan
My Commission Expires: 10-6-2026

STATE OF NEW MEXICO
NOTARY PUBLIC
SEAL
Lori Michele Homan
Commission No. 1123325
October 06, 2026

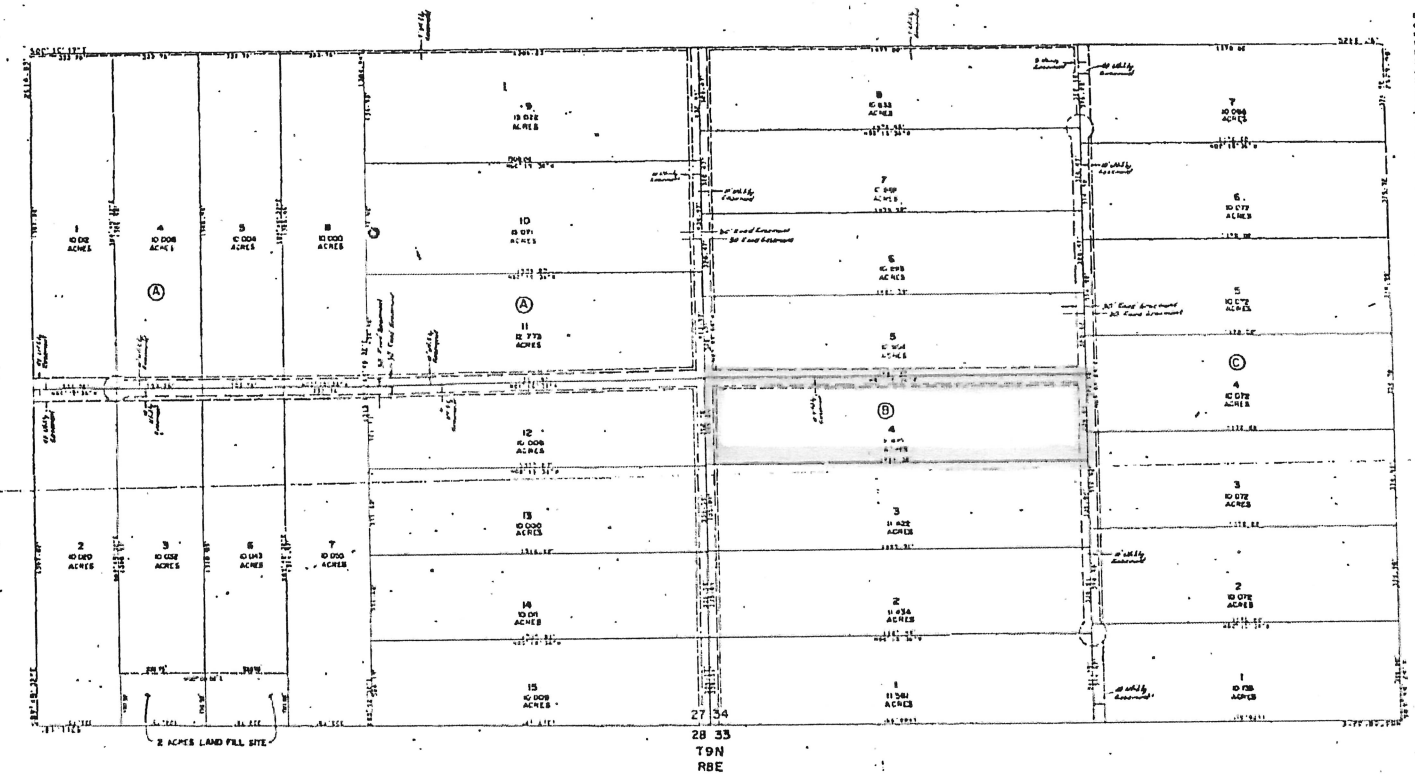
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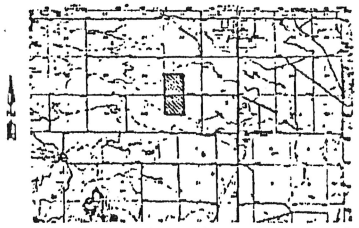
MORIARTY SOUTH

LOCATED IN SECTIONS 27 & 34, T9N., R8E., N.M.P.M.

TORRANCE COUNTY, NEW MEXICO

SCALE: 1" = 200' DECEMBER 1977





DEDICATION

A certain tract of land situated within the NW¼ of Section 34 and the SW¼ of Section 27, T9N, R8E, N.M.P.M., in Torrance County, New Mexico, and being more particularly defined as follows:

BEGINNING, at the southwest corner of the tract, a found corner post, whence the West ¼ corner of Section 34, a found aluminum cap, bears N88°43'28"W, 26.90 feet and from said beginning corner following courses:

N00°20'02"E, 5311.10 feet to the northwest corner of the tract, a found corner post; thence,
S89°41'37"E, 2614.10 feet to the northeast corner of the tract, a found corner post; thence,
S00°18'17"E, 5290.24 feet to the southeast corner of the tract, a found corner post, whence the corner of Section 34, a found aluminum cap, bears S66°34'10"E, 1.52 feet; thence,
S66°44'24"W, 2629.90 feet to the point and place of beginning, containing 318.000 acres, more or less, comprising of Lots 1 thru 15 Block A, Lots 1 thru 4, Block B, and Lots 1 & 7, Block C of MORIARTY SOUTH, a subdivision in Torrance County, New Mexico, together with several thoroughfares and public streets, including easements for overhang of service wires for pole type utilities and guy wires, the right of ingress and egress and the right to trim interfering trees, as shown on the plat hereof and in accordance with the desires of the owners and/or proprietors thereof.

FALLS LAND AND DEVELOPMENT, INC.

D. W. Falls, President

STATE OF NEW MEXICO)
COUNTY OF TORRANCE) ss

The foregoing instrument was acknowledged before me this 25th day of October, 1978 by D. W. Falls, President of Falls Land and Development, Inc., on behalf of said corporation

My Commission Expires: 1 June 1978

Notary Public

APPROVED AND ACCEPTED:

Board of County Commissioners

Date

Date

Date

The County of Torrance, State of New Mexico, will not be responsible for the building or maintenance of roads or up to the county line.

I, a duly qualified engineer and land surveyor, licensed under the laws of the state of New Mexico, do hereby certify that this plat is a subdivision in Torrance County, New Mexico, upon which this certificate appears, and that I or other field surveys performed under my direction, and that the same is true to the best of my knowledge and belief.

New Mexico Registered Engineer and Land Surveyor No. 7789

I, Torrance County Surveyor, hereby certify that I have examined this plat and considered it for the consideration of the Board of County Commissioners of Torrance County, announced on 5 March, New Mexico this 7th day of April, 19 78

County Surveyor

I, County Clerk of Torrance County, New Mexico, hereby certify that the plat upon which this certificate appears was approved and accepted for filing by the Board of County Commissioners of said County at its meeting held on the 7th day of April, 19 78

County Clerk

PLATE I

TYPE III SUMMARY SUBDIVISION OF
LOT 4, MORIARTY SOUTH, A SUBDIVISION LOCATED
IN THE NW1/4 OF SECTION 34, T9N, R8E, NMPM,
TORRANCE COUNTY, NEW MEXICO

DISCLOSURE STATEMENT

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

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

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

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

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

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

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

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

1. NAME OF SUBDIVISION

TYPE III SUMMARY SUBDIVISION OF LOT 4, MORIARTY SOUTH

2. NAME AND ADDRESS OF SUBDIVIDER

SOUTHWEST PROPERTY SOLUTIONS, LLC
8100 WYOMING BLVD. NE
STE M4 #364
ALBUQUERQUE, NM 87109

3. CONDITION OF TITLE

Fee Simple

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

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

There are Public Access and Utility Easements on the north, south and east sides of the property.

5. UTILITIES

Telephone: Century Link (505)883-0341 – Estimated cost to purchaser - $38.77 connection fee plus $30.00 account activation fee.

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

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

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

6. INSTALLATION OF UTILITIES

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

Telephone: There are existing underground telephone lines in place along Rebecca Road South. Service connection to existing lines shall be the purchaser's expense, upon lot development.

Electricity: There are existing overhead electric lines in place along Rebecca Road South. Service connection to existing lines shall be the purchaser's expense, upon lot development.

Gas: There are existing gas lines in place along Rebecca Road South. Line extension and connection to existing lines shall be the purchaser's expense, upon lot development.

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

Solid Waste Disposal: Solid waste disposal may be contracted through an approved solid waste collection company or utilize the Moriarty Solid Waste Transfer Station at purchaser's expense, upon lot development.

7. UTILITY LOCATION

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

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

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

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

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

Solid Waste Disposal: Solid waste disposal may be contracted through an approved solid waste collection company or utilize the Moriarty Transfer Station at purchaser's expense, upon lot development.

8. WATER AVAILABILITY

The maximum annual water requirements of the subdivision will be 1 acre feet/annum per lot for a total of 4.00 acre feet/annum.

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

9. FOR SUBDIVISIONS WITH COMMUNITY WATER SYSTEMS
(RESERVED)

10. FOR SUBDIVISIONS WITH INDIVIDUAL DOMESTIC WELLS OR SHARED WELLS

The lot purchasers of Lots 4-A, 4-B, 4-C, and 4-D shall locate, permit and install their individual domestic water well, at their own expense, upon lot development.

The estimated cost of drilling an individual domestic 4" water well to recommended depth, pump, pressure tank, controls, and treatment facilities is currently $33,000.00

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

According to well records in the Office of the State Engineer, there are 16 permitted wells in the NW ¼ of Section 34. From the OSE website, the minimum depth to water in Section 34 is 120 feet, and the maximum depth to water is 260 feet, for an average depth to water of 176 feet. Recommended total depth of wells drilled in the subdivision is 100 feet beyond static water level, or approximately 280 feet.

Wells in the area yield from 2 to 15 gpm, according to well log information on the website.

11. LIQUID WASTE DISPOSAL

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

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

12. SOLID WASTE DISPOSAL

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

13. TERRAIN MANAGEMENT

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

Harvey Loam (Hf)
Located in the southern 1/3 of the property, approximately 35% of the property contains Harvey Loam series soils. Harvey Loam soils are well drained, and have low (fine sandy loams) to moderate (loam complex) shrink/swell potential. Due to the moderate shrink/swell potential for this type of soil series, the Harvey Loam series are somewhat limited for dwellings with basements.

Witt Loam (Wn):
Located in the northern 2/3 of the property having slopes of 1 %, approximately 65% of the property contain Witt Loam series soils. Witt Loam soils are well drained, and have low (fine sandy loams) to moderate (loam complex) shrink/swell potential. Due to the moderate shrink/swell potential for this type of soil series, the Witt Loam series are somewhat limited for dwellings with basements.

More detailed information on these soils types is attached.

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

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

There are no tracts within the subdivision that have slopes greater than 8%.

Subsurface drainage is generally eastward. Surface drainage is generally eastward.
The property generally slopes in an easterly direction at approximately 2%.

No storm drainage systems are proposed within the subdivision.

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

Search

Map Unit Legend

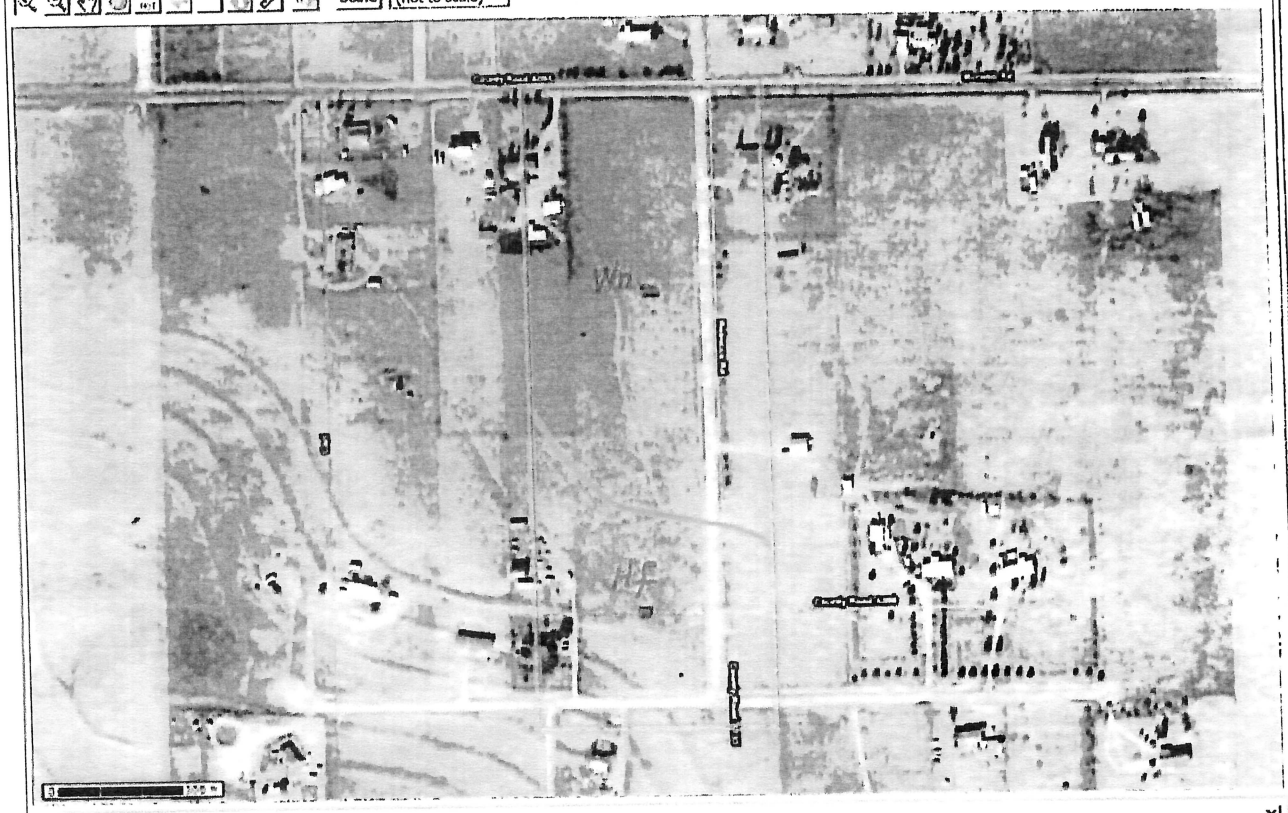
Torrance Area, New Mexico (NM674)

Torrance Area, New Mexico (NM674)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Hf	Harvey loam, 1 to 9 percent slopes	7.5	35.4%
Wn	Witt loam, 0 to 1 percent slopes	13.6	64.6%
Totals for Area of Interest		**21.1**	**100.0%**

Soil Map

Scale (not to scale)



Warning: Soil Map may not be valid at this scale.

You have zoomed in beyond the scale at which the soil map for this area is intended to be used. Mapping of soils is done at a particular scale. The soil surveys that comprise your AOI were mapped at 1:24,000. The design of map units and the level of detail shown in the resulting soil map are dependent on that map scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

9

Torrance Area, New Mexico

Hf—Harvey loam, 1 to 9 percent slopes

Map Unit Setting

National map unit symbol: 1lgqk
Landscape: Plateaus
Elevation: 5,500 to 7,000 feet
Mean annual precipitation: 10 to 16 inches
Mean annual air temperature: 46 to 57 degrees F
Frost-free period: 90 to 180 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Harvey and similar soils: 90 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Harvey

Setting

Landscape: Plateaus
Landform: Fan remnants on fan piedmonts
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium derived from igneous and sedimentary rock

Typical profile

H1 - 0 to 11 inches: loam
H2 - 11 to 60 inches: loam

Properties and qualities

Slope: 1 to 9 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 40 percent
Gypsum, maximum content: 1 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 1.0
Available water supply, 0 to 60 inches: High (about 10.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: B
Ecological site: R042CY108NM - Limy
Hydric soil rating: No

Minor Components

Harvey

Percent of map unit: 2 percent
Ecological site: R042CY108NM - Limy
Hydric soil rating: No

Dean

Percent of map unit: 2 percent
Ecological site: R042CY108NM - Limy
Hydric soil rating: No

Witt

Percent of map unit: 2 percent
Ecological site: R042CY109NM - Loamy
Hydric soil rating: No

Ildefonso

Percent of map unit: 2 percent
Ecological site: R042CY108NM - Limy
Hydric soil rating: No

Otero

Percent of map unit: 1 percent
Ecological site: R042CY112NM - Sandy
Hydric soil rating: No

Palma

Percent of map unit: 1 percent
Ecological site: R042CY112NM - Sandy
Hydric soil rating: No

Data Source Information

Soil Survey Area: Torrance Area, New Mexico
Survey Area Data: Version 20, Sep 9, 2025

Torrance Area, New Mexico

Wn—Witt loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 1lgt9
Landscape: Foothills
Elevation: 5,700 to 7,000 feet
Mean annual precipitation: 10 to 16 inches
Mean annual air temperature: 46 to 57 degrees F
Frost-free period: 90 to 180 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Witt and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Witt

Setting

Landscape: Foothills
Landform: Fan piedmonts
Landform position (three-dimensional): Crest
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium derived from igneous, metamorphic and sedimentary rock

Typical profile

H1 - 0 to 5 inches: loam
H2 - 5 to 47 inches: clay loam
H3 - 47 to 60 inches: loam

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.60 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Gypsum, maximum content: 1 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 1.0
Available water supply, 0 to 60 inches: High (about 11.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: C
Ecological site: R042CY109NM - Loamy
Hydric soil rating: No

Minor Components

Harvey

Percent of map unit: 5 percent
Ecological site: R042CY108NM - Limy
Hydric soil rating: No

Witt

Percent of map unit: 5 percent
Ecological site: R042CY109NM - Loamy
Hydric soil rating: No

Witt

Percent of map unit: 5 percent
Ecological site: R042CY109NM - Loamy
Hydric soil rating: No

Clovis

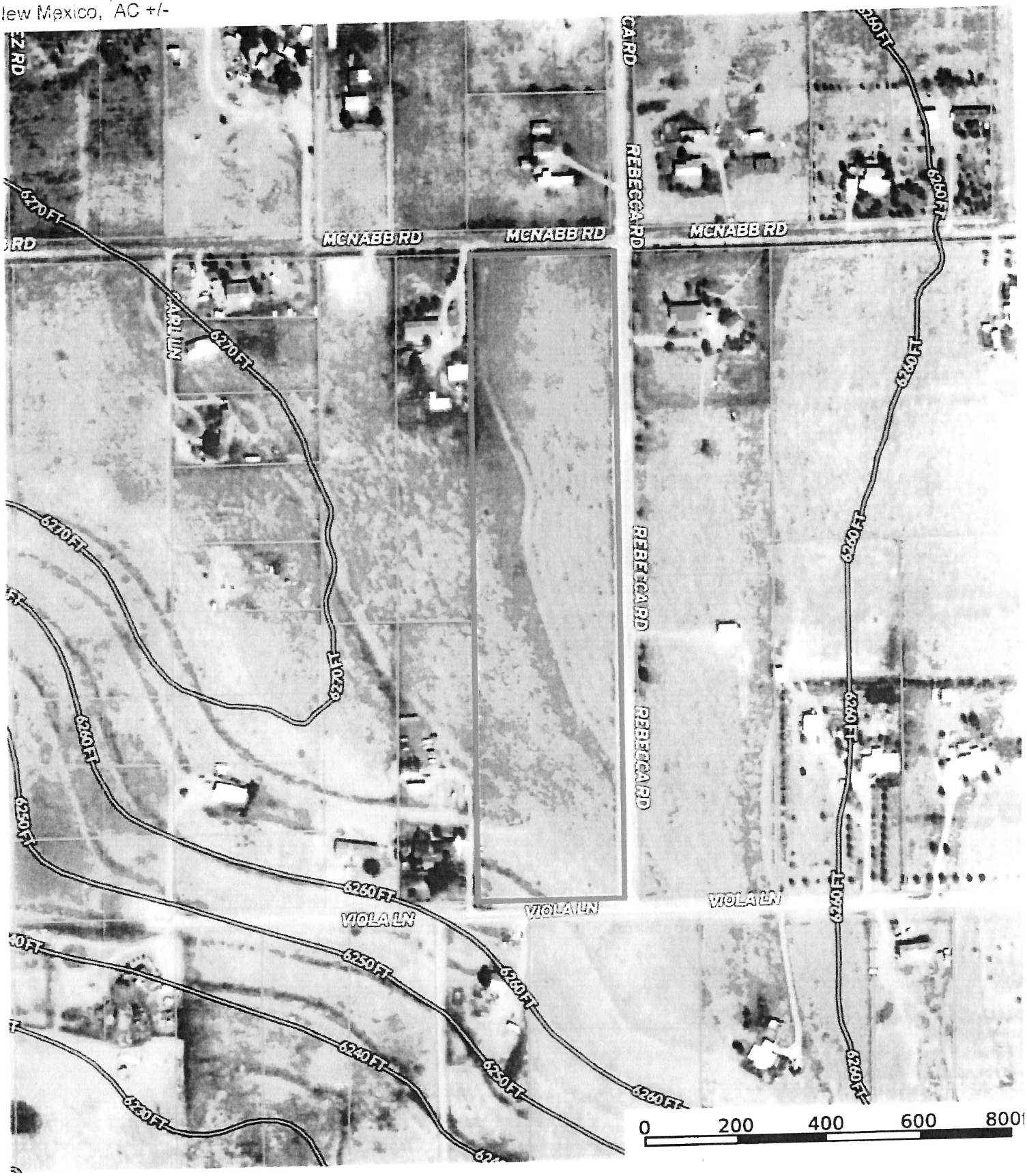
Percent of map unit: 5 percent
Ecological site: R042CY109NM - Loamy
Hydric soil rating: No

Data Source Information

Soil Survey Area: Torrance Area, New Mexico
Survey Area Data: Version 20, Sep 9, 2025

Real Estate | Realty

lew Mexico, AC +/-



Boundary

//

14. SUBDIVISION ACCESS

The subdivision is situated approximately 5 miles southwest of Moriarty, N.M. To reach the subdivision from NM 41 in Moriarty, travel south on NM 41 for 2.5 miles to McNabb Road, then go west on McNabb Road for 1.5 miles to Rebecca Road South. The property is at the southwest corner of McNabb and Rebecca.

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

Rebecca Road South is a public, graveled 24 feet wide roadway maintained by Torrance County.

Rabbit Run Court West is a public, graveled 24 feet wide roadway maintained by Torrance County.

No interior roads are proposed within the subdivision.
The subdivision is accessible by conventional vehicles at all times of the year and under all weather conditions.

15. MAINTENANCE

McNabb Road, Rebecca Road South, and Rabbit Run Court West are maintained by Torrance County.

16. CONSTRUCTION GUARANTEES

There are no proposed construction guarantees.

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

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

17. ADVERSE OR UNUSUAL CONDITIONS

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

18. FIRE PROTECTION

Access to the subdivision from the Torrance County Fire & Rescue Volunteer Fire Department, is south along Lexco Road for 3 miles, then east on McNabb Road for 4 miles from the Station near the corner of NM 333 and on LEXCO Road.

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

19. POLICE PROTECTION

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

20. PUBLIC SCHOOLS

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

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

_____

John Woods, Manager
Southwest Property Solutions, LLC

STATE OF)
) SS.
COUNTY OF)

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

_____

Notary Public

WATER AVAILABILITY REPORT

This report is prepared to comply with Section 6 of the Supplemental Guidelines for the Torrance County Subdivision Regulations. The proposed subdivision is a Type III Summary Subdivision of 11.4 acres located in the NW 1/4 of Section 34, T9N, R8E, N.M.P.M., Torrance County, New Mexico. The plat proposes to divide the 11.4 acres into four Lots containing 2.8 acres each.

Each Lot will drill its own domestic well. The wells will take water from the Estancia Basin. According to the Office of the State Engineer (OSE) records for Water Column/Depth to Water reports, there are 16 records of wells drilled within the NW ¼ of Section 34. The average depth to water is 176 feet. The minimum depth to water is reported as 120 feet. Since some of these well logs are over 40 years old, the depths to water may have declined by as much as 40 feet.

Water producing wells in Section 34 are generally completed in clay and gravels in the upper depths and fractured sandstone and limestone at lower depths, according to well logs on file with the OSE.

According to the well log for well E-10339, that well produced an estimated total yield of 8-10 GPM from the water bearing formations noted when drilled in 2019. Well E-10339 is the closest well to the subject Lot 4 and the most recently drilled well in the area.

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

New Mexico Office of the State Engineer
Water Column/Average Depth to Water

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

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

(quarters are smallest to largest)

(In feet)

POD Number	Code	Sub basin	County	Q64	Q16	Q4	Sec	Tws	Range	X	Y	Map	Well Depth	Depth Water	Water Column
E 02818 POD2		E	TO	NE	SE	NW	34	09N	08E	401597.0	3869508.0 *		280	162	118
E 02826 POD2		E	TO	NE	SE	NW	34	09N	08E	401621.1	3869476.0		300	205	95
E 02859 POD2		E	TO	SE	NW	NW	34	09N	08E	401200.0	3869715.0 *		240	190	50
E 03799 POD1		E	TO	NW	SW	NW	34	09N	08E	400993.2	3869539.6		185	120	65
E 03799 POD2		E	TO	NW	SW	NW	34	09N	08E	400986.4	3869536.0		300	195	105
E 04959 POD1		E	TO	SE	NE	NW	34	09N	08E	401602.0	3869711.0 *		203	142	61
E 04959 POD2		E	TO	SE	NE	NW	34	09N	08E	401602.0	3869711.0 *		225	140	85
E 06153 POD1		E	TO	NE	NW	NW	34	09N	08E	401200.0	3869915.0 *		220	180	40
E 06420 POD1		E	TO	SE	NW	NW	34	09N	08E	401200.0	3869715.0 *		240	170	70
E 08212 POD1		E	TO	SW	NW	NW	34	09N	08E	401000.0	3869715.0 *		240	186	54
E 08468 POD1		E	TO	SE	NW	NW	34	09N	08E	401200.0	3869715.0 *		220	160	60
E 09858 POD1		E	TO	SE	SW	NW	34	09N	08E	401291.8	3869412.7		320	167	153
E 10339 POD1		E	TO	NE	NW	NW	34	09N	08E	401156.6	3869933.4		340	191	149
E 10607 POD1		E	TO	NW	NW	NW	34	09N	08E	401073.1	3869982.3		300	260	40
E 10889 POD1		E	TO	NE	SW	NW	34	09N	08E	401128.1	3869530.6		300	185	115
E 10897 POD1		E	TO	NE	SW	NW	34	09N	08E	401150.6	3869476.3		400		

Average Depth to Water: **176 feet**

Minimum Depth: **120 feet**

Maximum Depth: **260 feet**

Record Count: 16

Basin/County Search:
Basin: E
County: TO

PLSS Search:
Range: 08E
Township: 09N
Section: 34
Q4: NW

*** UTM location was derived from PLSS - see Help**

The data is furnished by the NMOSE/ISC and is accepted by the recipient with the expressed understanding that the OSE/ISC make no...

WELL RECORD & LOG

OFFICE OF THE STATE ENGINEER

www.ose.state.nm.us

1. GENERAL AND WELL LOCATION

POD NUMBER (WELL NUMBER): POD 1	OSE FILE NUMBER(S): E-10339
WELL OWNER NAME(S): Filberto Garcia and Rose M Garcia	PHONE (OPTIONAL):
WELL OWNER MAILING ADDRESS: 785 Barton Rd	CITY: Edgewood; STATE: NM; ZIP: 87015

WELL LOCATION (FROM GPS)	DEGREES	MINUTES	SECONDS	
LATITUDE	34	58	2.6	N
LONGITUDE	106	4	57.7	W

* ACCURACY REQUIRED: ONE TENTH OF A SECOND
* DATUM REQUIRED: WGS 84

DESCRIPTION RELATING WELL LOCATION TO STREET ADDRESS AND COMMON LANDMARKS-PLSS (SECTION, TOWNSHIP, RANGE) WHERE AVAILABLE

MORIARTY SOUTH BLOCK B TRACT 3-D SURVEY A/400 Torrance County Sec 34 T 9N R8E

2. DRILLING & CASING INFORMATION

LICENSE	NAME OF LICENSED DRILLER	NAME OF WELL DRILLING COMPANY
WD-1500	David D. Massey	Sandia Well Service, Inc

DRILLING STARTED	DRILLING ENDED	DEPTH OF COMPLETED WELL	BORE HOLE DEPTH (FT)	DEPTH WATER FIRST ENCOUNTERED (FT)
11/5/2019	11/6/2019	340	340	191

COMPLETED WELL IS: ☐ ARTESIAN ☐ DRY HOLE ☑ SHALLOW (UNCONFINED)

STATIC WATER LEVEL IN COMPLETED WELL (FT): 230

DRILLING FLUID: ☑ AIR ☐ MUD ☐ ADDITIVES SPECIFY:

DRILLING METHOD: ☐ ROTARY ☑ HAMMER ☐ CABLE TOOL ☐ OTHER - SPECIFY:

DEPTH (FT) FROM	DEPTH (FT) TO	BORE HOLE DIAM (inches)	CASING MATERIAL AND/OR GRADE (include each casing string, and note sections of screen)	CASING CONNECTION TYPE	CASING INSIDE DIAM. (inches)	CASING WALL THICKNESS (inches)	SLOT SIZE (inches)
"18 plus	20'	8 5/8	PVC	spline	4"	0.188	N/A
"18 plus	220	7	PVC	Spline	4"	0.188	
220	240	7	PVC	Spline	4"	0.188	0.032
240	260	7	PVC	Spline	4"	0.188	
260	280	7	PVC	Spline	4"	0.188	0.032
280	300	7	PVC	Spline	4"	0.188	
300	340	7	PVC	Spline	4"	0.188	0.032

3. ANNULAR MATERIAL

DEPTH (FT) FROM	DEPTH (FT) TO	BORE HOLE DIAM (inches)	LIST ANNULAR SEAL MATERIAL AND GRAVEL PACK SIZE-RANGE BY INTERVAL	AMOUNT (cubic feet)	METHOD OF PLACEMENT
0	20	8 5/8	Baroid Bentonite Chips	2.57	pour/tremie

FOR OSE INTERNAL USE — WR-20 WELL RECORD & LOG

FILE NUMBER	POD NUMBER	TRN NUMBER
E-10339		682394
LOCATION X-1695826 Y-1443373	Grant-New Well Log 10575	PAGE 1 OF 2

STATE ENGINEER OFFICE 2020 NOV 23 A 9:47

4. HYDROGEOLOGICAL LOG OF WELL

DEPTH (feet bgl) FROM	DEPTH (feet bgl) TO	THICKNESS (feet)	COLOR AND TYPE OF MATERIAL ENCOUNTERED - INCLUDE WATER-BEARING CAVITIES OR FRACTURE ZONES (attach supplemental sheets to fully describe all units)	WATER BEARING? (YES/NO)	ESTIMATED YIELD FOR WATER-BEARING ZONES (gpm)
0	80	80	Red Clay	☐ YES ☑NO	
80	230	150	Clay Red Mix Gravel	☐ YES ☑NO	
230	237	7	Clay Red Mix Gravel	☑ YES ☐NO	8-10
237	340	103	Red Shale	☐ YES ☐NO	
				☐ YES ☐NO	
				☐ YES ☐NO	
				☐ YES ☐NO	
				☐ YES ☐NO	
				☐ YES ☐NO	
				☐ YES ☐NO	
				☐ YES ☐NO	
				☐ YES ☐NO	
				☐ YES ☐NO	
				☐ YES ☐NO	
				☐ YES ☐NO	
				☐ YES ☐NO	
				☐ YES ☐NO	
				☐ YES ☐NO	
				☐ YES ☐NO	
				☐ YES ☐NO	
				☐ YES ☐NO	
				☐ YES ☐NO	

METHOD USED TO ESTIMATE YIELD OF WATER-BEARING STRATA: ☐PUMP ☑AIR LIFT ☐ BAILER ☐OTHER – SPECIFY:

TOTAL ESTIMATED WELL YIELD (gpm): 8-10

5. TEST; RIG SUPERVISION

WELL TEST: TEST RESULTS - ATTACH A COPY OF DATA COLLECTED DURING WELL TESTING, INCLUDING DISCHARGE METHOD, START TIME, END TIME, AND A TABLE SHOWING DISCHARGE AND DRAWDOWN OVER THE TESTING PERIOD.

MISCELLANEOUS INFORMATION: Sandia Well Service, Inc. is in no way liable or responsible for quality or quantity of water. We encourage regular testing of the water well to ensure its accuracy.

6. SIGNATURE

THE UNDERSIGNED HEREBY CERTIFIES THAT, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT RECORD OF THE ABOVE DESCRIBED HOLE THAT HE OR SHE WILL FILE THIS WELL RECORD THE PERMIT HOLDER WITHIN 20 DAYS AFTER COMPLETION OF WELL DRILLING:

SIGNATURE OF DRILLER / PRINT SIGNEE NAME

09/30/2019
DATE

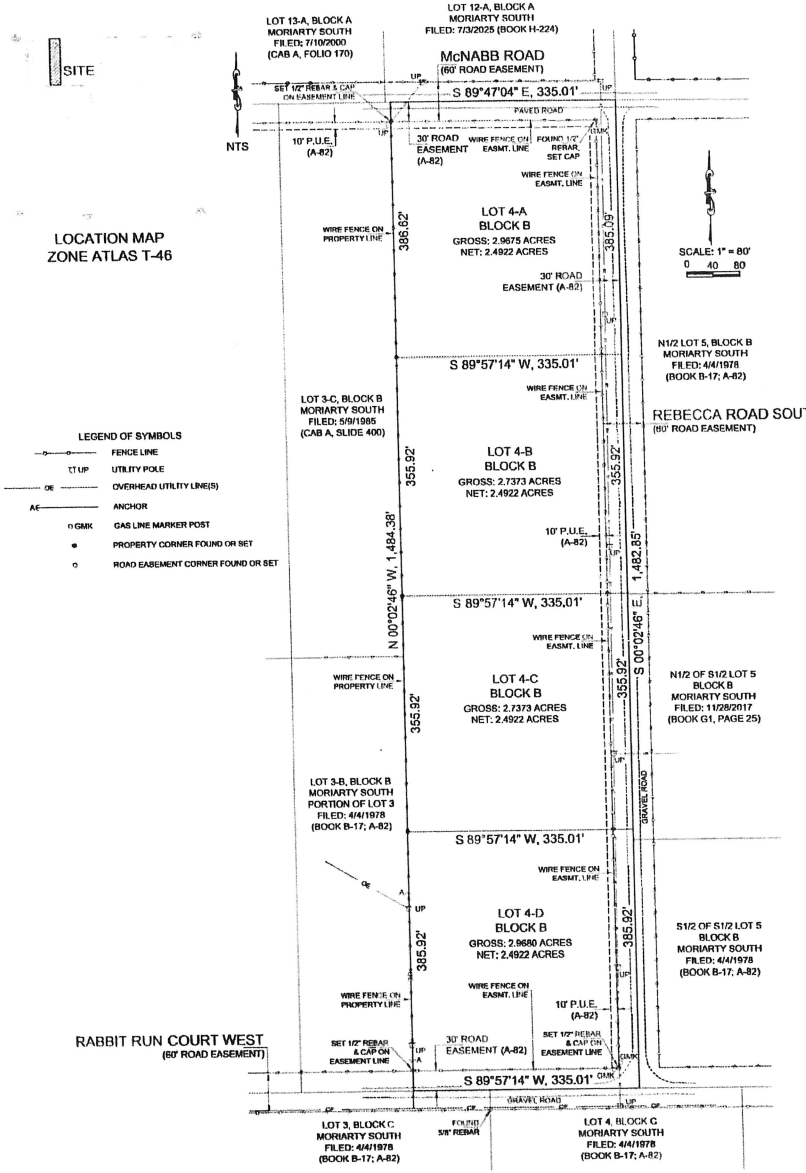
FOR OSE INTERNAL USE — WR-20 WELL RECORD & LOG

FILE NUMBER E-10339	POD NUMBER 1	TRN NUMBER 682394
LOCATION X-1690526 Y-1443373	Grant-NM Well tag 1057F	PAGE 2 OF 2

STATE ENGINEERS OFFICE ALBUQUERQUE, NM
2020 NOV 25 AM 9:37

TYPE III SUMMARY SUBDIVISION OF LOT 4, MORIARTY SOUTH

IN SECTION 34, T9N, R8E, N.M.P.M.
TORRANCE COUNTY, NEW MEXICO
JUNE 2026
PAGE 1 OF 1



SUBDIVISION DATA

1. GROSS SUBDIVISION ACREAGE: 11.4100 ACRES
2. TOTAL NUMBER OF EXISTING TRACTS: 1 LOT
3. TOTAL NUMBER OF PROPOSED TRACTS: 4 LOTS
4. DATE OF SURVEY: JUNE 2026
5. CURRENT ZONING: RR RURAL RESIDENTIAL DISTRICT

LEGAL DESCRIPTION

Lot numbered Four (4) in Block lettered "B" of Moriarty South, as the same is shown and designated on the Plat titled "Moriarty South, Located in Sections 27 & 34, T.9N., R.8E., N.M.P.M., Torrancy County, New Mexico", filed in the office of the County Clerk of Torrance County, New Mexico on April 4, 1978 in Book 3 of the records of Plats, at Page 17, currently filed in Cabinet A, Slide 82.

FREE CONSENT STATEMENT

THE SUBDIVISION SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS THEREOF.

JOHN WOODS, SOUTHWEST PROPERTY SOLUTIONS, LLC DATE

STATE OF NEW MEXICO
COUNTY OF .....

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, A NOTARY PUBLIC THIS _____

DAY OF _____, 2026 BY _____

BY: _____

PURPOSE OF PLAT

THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE 1 EXISTING LOT INTO 4 NEW LOTS.

NOTES

1. BEARINGS ARE GEODETIC (TRUE NORTH) BASED ON GPS OBSERVATIONS. DISTANCES ARE GROUND, FIELD AND RECORD DATA. ROTATE BEARINGS SHOWN -00°12'50" TO OBTAIN RECORD BERINGS.
2. EXISTING PROPERTY AND ROAD EASEMENT CORNERS WERE FOUND AS SHOWN. NEW PROPERTY AND ROAD EASEMENT CORNERS AND CORNERS NOT FOUND WILL BE SET WITH 1/2" REBAR & CAP STAMPED "NMPS 29416". PROPERTY CORNERS IN ROAD WERE NOT FOUND OR SET.
3. THE DATA SHOWN HEREON IS FROM AN ACTUAL SURVEY ON THE GROUND.
4. THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP NO. 35013300078 DATED 10/1/2007.
5. THIS PLAT AND SURVEY SHOWS EXISTING EASEMENTS MADE KNOWN TO THE SURVEYOR BY THE OWNERS, AND AS SHOWN ON THE RECORDED SUBDIVISION PLAT.
6. DOCUMENT USED TO PREPARE THIS SURVEY IS:
   A) MORIARTY SOUTH PLAT FILED 4/4/1978 IN BOOK 3, PAGE 17
   B) WARRANTY DEED TO SOUTHWEST PROPERTY SOLUTIONS, LLC, DATED 4/15/2026, FILED IN BOOK 363, PAGE 4074

TORRANCE COUNTY PLANNING & ZONING

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

REMARKS _____ DATE _____

REVIEWING OFFICER _____ DATE _____

TORRANCE COUNTY RURAL ADDRESSING _____ DATE _____

TORRANCE COUNTY NOTES:

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

THIS IS TO CERTIFY THAT TAX ACCOUNT #R008775 FOR UPC #1046049117454 IS CURRENTLYASSESSED IN THE NAME OF

_____

TORRANCE COUNTY ASSESSOR DATE

THIS IS TO CERTIFY THAT TAXES FOR TAX ACCOUNT #R008775 FOR UPC #1046049117454 ARE CURENT.

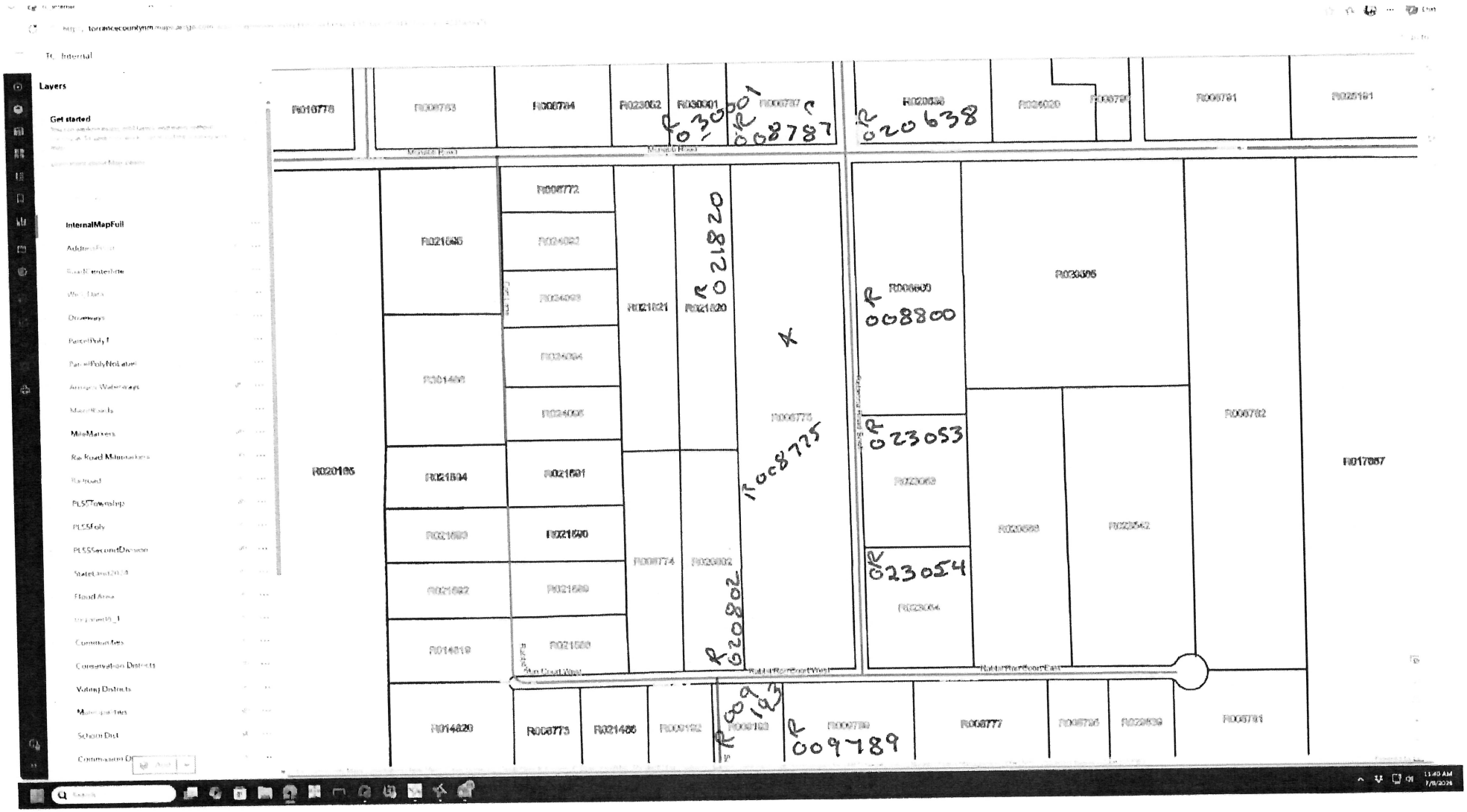
TORRANCE COUNTY TREASURER DATE

SURVEYOR'S CERTIFICATION

I, DAVID JIRIK, NEW MEXICO PROFESSIONAL SURVEYOR NO. 29416, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

6/26/2026

DAVID JIRIK, NMPS NO. 29416 DATE
PROFESSIONAL SURVEYING LLC
5353 WYOMING BOULEVARD N.E., SUITE 6, ALBUQUERQUE, NM 87109
P.O. BOX 94595, ALBUQUERQUE, NM 87199
505.892.4597, professional.surveying@comcast.net



Southwest
Solutions
R008775

Property Profile Torrance County

Account:	R008775	**Tax Year:**	2026	**Account Type:**	Vacant_Land
Mill Levy:	23.496000	**Version:**	01/01/2026	**Area ID:**	8OUTCTCN
Estimated Tax:	$317.32	**Parcel:**	1-046-049-117-454-	**Map Number:**	
				Status:	Active

***This mill levy is from the most recent tax roll**

Name and Address Information

KEMPER DALE L TRUSTEE
1856 COUNT FLEET ST SE
ALBUQUERQUE, NM 87123-2394

Property Location

No Location Information Available

Legal Description

Subd: MORIARTY SOUTH Lot: 4 Block: B

Assessment Information

2026	Actual	Assessed	Sq Ft	Acres	Taxable
Land	38,860	12,953	479160.000	11.000	
Improvements					
Exempt		0			
Total	38,860	12,953		11.000	12,953

2025	Actual	Assessed	Sq Ft	Acres	Taxable
Land	38,860	12,953	479160.00	11.000	
Improvements					
Exempt					
Total	38,860	12,953			12,953

User Remarks

COUNTY TORRANCE COUNTY EST. 1903 NEW MEXICO ASSESSOR

Property Profile Torrance County

Account:	R021820	**Tax Year:**	2026	**Account Type:**	Residential
Mill Levy:	46.064000	**Version:**	01/28/2026	**Area ID:**	8OUTCTCR
Estimated Tax:	$798.14	**Parcel:**	1-046-049-093-243-	**Map Number:**	
				Status:	Active

*This mill levy is from the most recent tax roll



Name and Address Information

GARCIA FILIBERTO & ROSA M, &
LOVATO NORMAN
178 MCNABB RD
MORIARTY, NM 87035

Property Location

178 W MCNABB RD

Legal Description

Subd: MORIARTY SOUTH Lot: 3-C Block: B *SURVEY A/400

Assessment Information

2026	Actual	Assessed	Sq Ft	Acres	Taxable
Land	24,517	8,172		3.210	
Improvements	71,763	23,921	3221.000		
Exempt		0			
Total	96,280	32,093		3.210	32,093

2025	Actual	Assessed	Sq Ft	Acres	Taxable
Land	24,517	8,172	139827.60	3.210	
Improvements	71,661	23,887	3221.000		
Exempt					
Total	96,178	32,093			32,059

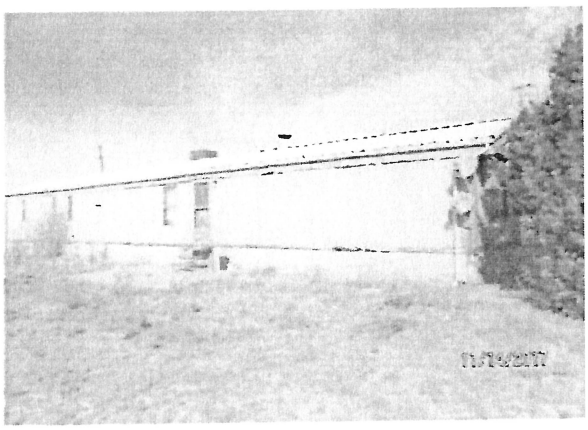
User Remarks

COUNTY TORRANCE COUNTY EST. 1903 NEW MEXICO ASSESSOR

Property Profile Torrance County

Account:	R008787	**Tax Year:**	2026	**Account Type:**	Residential
Mill Levy:	46.064000	**Version:**	03/05/2026	**Area ID:**	8OUTCTCR
Estimated Tax:	$448.16	**Parcel:**	1-046-050-123-036-	**Map Number:**	
				Status:	Active

***This mill levy is from the most recent tax roll**



Name and Address Information

NEW MEXICO LAND AND PROPERTY INVESTMENTS LLC
C\O DELEON MARCOS & NIETO DEBRA L
02 N REBECCA RD
MORIARTY, NM 87035

Property Location

2 N REBECCA RD N
MORIARTY, NM 87035

Legal Description

Subd: MORIARTY SOUTH Lot: 12-A Block: A *SURVEY H/224

Assessment Information

2026	Actual	Assessed	Sq Ft	Acres	Taxable
Land	40,933	13,644		2.502	
Improvements	13,395	4,465	1944.000		
Exempt		0			
Total	54,328	18,109		2.502	18,109

2025	Actual	Assessed	Sq Ft	Acres	Taxable
Land	24,640	8,213		5.000	
Improvements	12,983	4,328	1995.000		
Exempt					
Total	37,623	12,678			12,541

User Remarks

COUNTY TORRANCE COUNTY EST. 1905 NEW MEXICO ASSESSOR

Property Profile Torrance County

Account:	R020638	**Tax Year:**	2026	**Account Type:**	Residential
Mill Levy:	46.064000	**Version:**	05/07/2026	**Area ID:**	8OUTCTCR
Estimated Tax:	$644.00	**Parcel:**	1-046-050-157-031-	**Map Number:**	
				Status:	Active

*This mill levy is from the most recent tax roll



Name and Address Information

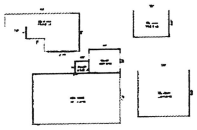
BAUER-BASS BARBARA A
163 MCNABB RD
MORIARTY, NM 87035

Property Location

163 MCNABB RD
MORIARTY, NM 87035

Legal Description

Subd: MORIARTY SOUTH Lot: 11 Block: A



Assessment Information

2026	Actual	Assessed	Sq Ft	Acres	Taxable
Land	43,777	14,592		5.000	
Improvements	41,535	13,845	3580.000		
Exempt		0			
Total	85,312	28,437		5.000	28,437

2025	Actual	Assessed	Sq Ft	Acres	Taxable
Land	43,777	14,592		5.000	
Improvements	41,535	13,845	3580.000		
Exempt					
Total	85,312	28,437			28,437

User Remarks

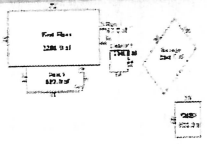
COUNTY TORRANCE COUNTY NEW MEXICO EST. 1903 ASSESSOR

Property Profile Torrance County

Account:	R008800	**Tax Year:**	2026	**Account Type:**	Residential
Mill Levy:	46.064000	**Version:**	02/01/2026	**Area ID:**	8OUTCTCR
Estimated Tax:	$1,995.44	**Parcel:**	1-046-049-158-490-	**Map Number:**	
				Status:	Active

*This mill levy is from the most recent tax roll





Name and Address Information

ULLRICH KATE & DOWNING JASON DR
2 S REBECCA RD
MORIARTY, NM 87035

Property Location

2 REBECCA RD S
MORIARTY, NM 87035

Legal Description

Subd: MORIARTY SOUTH Lot: N2 OF 5 Block: B AKA PARCEL A, *SURVEY 248/3155 S: 34 T: 9N R: 8E

Assessment Information

2026	Actual	Assessed	Sq Ft	Acres	Taxable
Land	38,248	12,750		5.450	
Improvements	203,539	67,846	3465.000		
Exempt		0			
Total	241,787	80,596		5.450	80,596

2025	Actual	Assessed	Sq Ft	Acres	Taxable
Land	38,248	12,750		5.450	
Improvements	203,590	67,863	3465.000		
Exempt					
Total	241,838	80,596			80,613

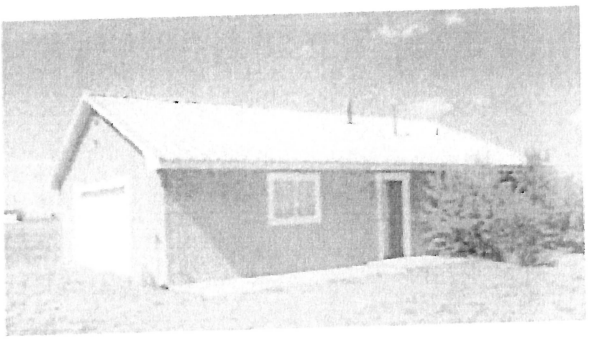
User Remarks

COUNTY TORRANCE COUNTY EST. 1903 NEW MEXICO ASSESSOR

Property Profile Torrance County

Account:	R023053	**Tax Year:**	2026	**Account Type:**	Residential
Mill Levy:	46.064000	**Version:**	01/01/2026	**Area ID:**	8OUTCTCR
Estimated Tax:	$1,513.50	**Parcel:**	1-046-049-159-439-	**Map Number:**	
				Status:	Active

*This mill levy is from the most recent tax roll



Name and Address Information

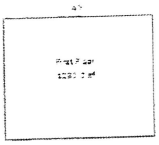
UMANA URAI U
18 S REBECCA RD
MORIARTY, NM 87035

Property Location

18 S REBECCA RD S
MORIARTY, NM 87035

Legal Description

Subd: MORIARTY SOUTH Lot: 5 Block: B S: 34 T: 9N R: 8E *SURVEY G1/25



Assessment Information

2026	Actual	Assessed	Sq Ft	Acres	Taxable
Land	50,961	16,987		2.470	
Improvements	131,226	43,742	1280.000		
Exempt		0			
Total	182,187	60,729		2.470	60,729

2025	Actual	Assessed	Sq Ft	Acres	Taxable
Land	15,448	5,149		2.470	
Improvements	63,352	21,117	1280.000		
Exempt					
Total	78,800	48,891			26,266

User Remarks

COUNTY TORRANCE COUNTY EST. 1903 NEW MEXICO ASSESSOR

Property Profile Torrance County

Account:	R023054	**Tax Year:**	2026	**Account Type:**	Vacant_Land
Mill Levy:	23.496000	**Version:**	01/01/2026	**Area ID:**	8OUTCTCN
Estimated Tax:	$42.70	**Parcel:**	1-046-049-159-404-	**Map Number:**	
				Status:	Active

***This mill levy is from the most recent tax roll**

Name and Address Information

UMANA URAI U
18 S REBECCA RD
MORIARTY, NM 87035

Property Location

No Location Information Available

Legal Description

Subd: MORIARTY SOUTH Lot: 5 Block: B PARCEL C

Assessment Information

2026	Actual	Assessed	Sq Ft	Acres	Taxable
Land	5,230	1,743		2.730	
Improvements					
Exempt		0			
Total	5,230	1,743		2.730	1,743

2025	Actual	Assessed	Sq Ft	Acres	Taxable
Land	5,230	1,743		2.730	
Improvements					
Exempt					
Total	5,230	1,743			1,743

User Remarks

COUNTY TORRANCE COUNTY EST. 1903 NEW MEXICO ASSESSOR

Property Profile Torrance County

Account:	R009789	**Tax Year:**	2026	**Account Type:**	Residential
Mill Levy:	46.064000	**Version:**	01/01/2026	**Area ID:**	8OUTCTCR
Estimated Tax:	$2,199.86	**Parcel:**	1-046-049-132-318-	**Map Number:**	
				Status:	Active

*This mill levy is from the most recent tax roll

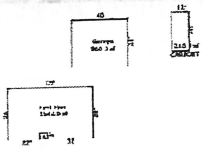


Name and Address Information

GUTIERREZ DANIEL
10 SAGE HEN CT
MORIARTY, NM 87035-5456

Property Location

10 SAGE HEN CT
MORIARTY, NM 87035



Legal Description

Subd: MORIARTY SOUTH Block: C TR 3B & LOT 4 S: 34 T: 9N R: 8E

Assessment Information

2026	Actual	Assessed	Sq Ft	Acres	Taxable
Land	53,045	17,682		12.590	
Improvements	211,880	70,627	1782.000		
Exempt		0			
Total	264,925	88,309		12.590	88,309

2025	Actual	Assessed	Sq Ft	Acres	Taxable
Land	54,636	18,212		12.590	
Improvements	218,443	72,815	1782.000		
Exempt					
Total	273,079	88,839			91,027

User Remarks

COUNTY TORRANCE COUNTY EST. 1903 NEW MEXICO ASSESSOR

Property Profile Torrance County

Account:	R009193	**Tax Year:**	2026	**Account Type:**	Residential
Mill Levy:	23.928000	**Version:**	01/01/2026	**Area ID:**	8OUTCTCR
Estimated Tax:	$696.34	**Parcel:**	1-046-049-104-349-	**Map Number:**	
				Status:	Active

*This mill levy is from the most recent tax roll



Name and Address Information

FARRELL SETH & JEANNE
#13 REBECCA ROAD
MORIARTY, NM 87035

Property Location

13 W RABBIT RUN CT W

Legal Description

Subd: MORIARTY SOUTH Lot: 3 Block: C

Assessment Information

2026	Actual	Assessed	Sq Ft	Acres	Taxable
Land	18,934	6,311		2.520	
Improvements	64,868	21,623	1200.000		
Exempt		0			
Total	83,802	27,934		2.520	27,934

2025	Actual	Assessed	Sq Ft	Acres	Taxable
Land	18,934	6,311		2.520	
Improvements	64,868	21,623	1200.000		
Exempt					
Total	83,802	27,934			27,934

User Remarks

COUNTY TORRANCE COUNTY EST. 1903 NEW MEXICO ASSESSOR

Property Profile Torrance County

Account:	R020802	**Tax Year:**	2026	**Account Type:**	Residential
Mill Levy:	23.928000	**Version:**	01/01/2026	**Area ID:**	8OUTCTCR
Estimated Tax:	$1,638.82	**Parcel:**	1-046-049-093-416-	**Map Number:**	
				Status:	Active

***This mill levy is from the most recent tax roll**

Name and Address Information

HUNTOON THOMAS
PO BOX 19532
AMARILLO, TX 79114-1532

Property Location

9 W RABBIT RUN CT

Legal Description

Subd: MORIARTY SOUTH Lot: 3-B Block: B

Assessment Information

2026	Actual	Assessed	Sq Ft	Acres	Taxable
Land	21,268	7,089		2.500	
Improvements	175,961	58,654	1945.000		
Exempt		0			
Total	197,229	65,743		2.500	65,743

2025	Actual	Assessed	Sq Ft	Acres	Taxable
Land	21,268	7,089	108900.00	2.500	
Improvements	175,961	58,654	1945.000		
Exempt					
Total	197,229	65,743			65,743

User Remarks

COUNTY TORRANCE COUNTY EST. 1903 NEW MEXICO ASSESSOR

Property Profile Torrance County

Account:	R030001	**Tax Year:**	2026	**Account Type:**	Vacant_Land
Mill Levy:	23.496000	**Version:**	01/01/2025	**Area ID:**	8OUTETON
Estimated Tax:	$275.74	**Parcel:**	1-046-050-093-080-	**Map Number:**	
				Status:	Active

***This mill levy is from the most recent tax roll**

Name and Address Information

LEONARD CHRISTOPHER R
PO BOX 818
CERRILLOS, NM 87010

Property Location

No Location Information Available

Legal Description

Subd: MORIARTY SOUTH Lot: 13-A Block: A SURVEY A/170

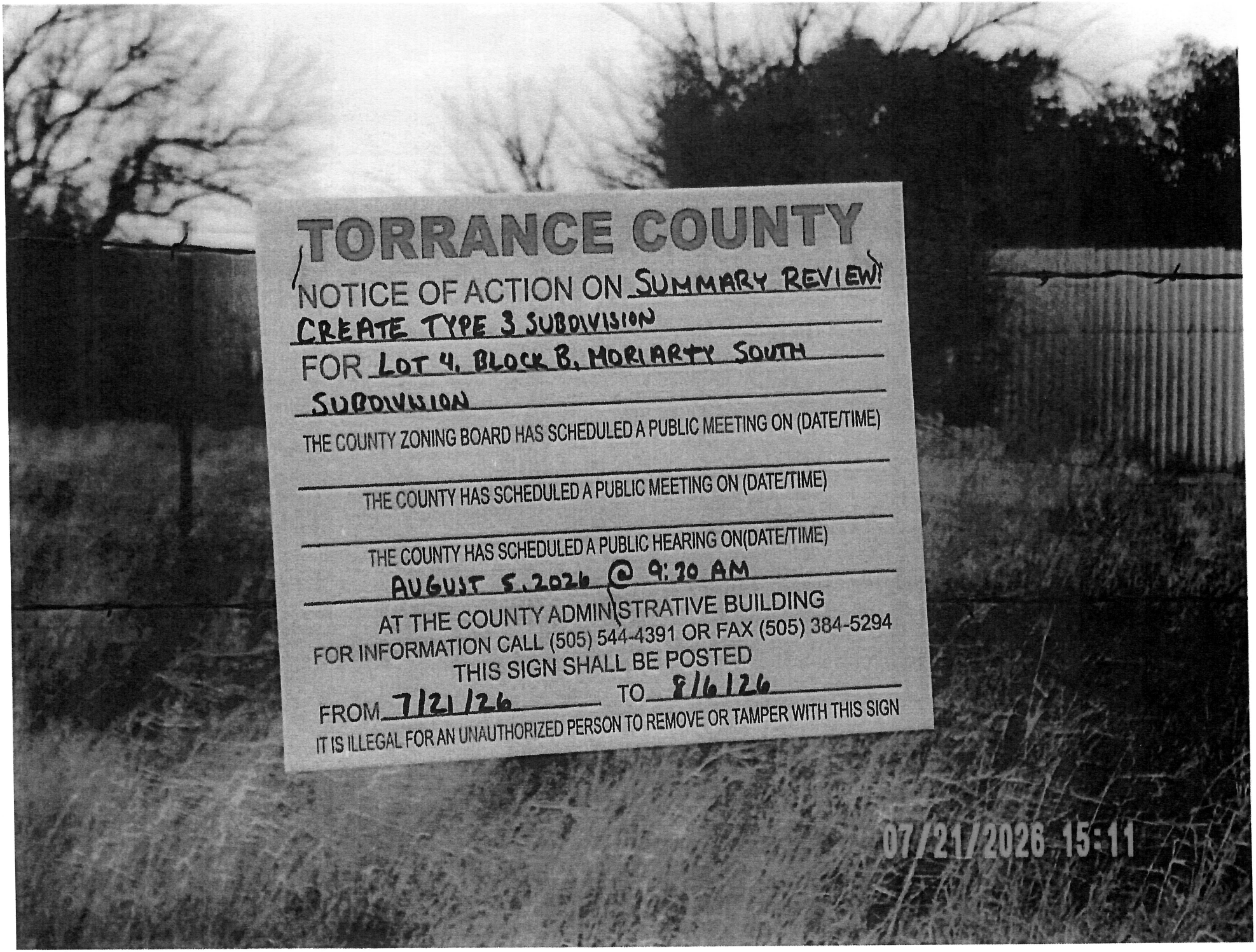
Assessment Information

2026	Actual	Assessed	Sq Ft	Acres	Taxable
Land	33,770	11,257	327135.600	7.510	
Improvements					
Exempt		0			
Total	33,770	11,257		7.510	11,257

2025	Actual	Assessed	Sq Ft	Acres	Taxable
Land	33,770	11,257	327135.60	7.510	
Improvements					
Exempt					
Total	33,770	11,257			11,257

User Remarks

COUNTY TORRANCE COUNTY EST. 1903 NEW MEXICO ASSESSOR


TORRANCE COUNTY
NOTICE OF ACTION ON SUMMARY REVIEW
CREATE TYPE 3 SUBDIVISION
FOR LOT 4, BLOCK B, MORIARTY SOUTH
SUBDIVISION
THE COUNTY ZONING BOARD HAS SCHEDULED A PUBLIC MEETING ON (DATE/TIME)
THE COUNTY HAS SCHEDULED A PUBLIC MEETING ON (DATE/TIME)
THE COUNTY HAS SCHEDULED A PUBLIC HEARING ON(DATE/TIME)
AUGUST 5, 2026 @ 9:30 AM
AT THE COUNTY ADMINISTRATIVE BUILDING
FOR INFORMATION CALL (505) 544-4391 OR FAX (505) 384-5294
THIS SIGN SHALL BE POSTED
FROM 7/21/26 TO 8/6/26
IT IS ILLEGAL FOR AN UNAUTHORIZED PERSON TO REMOVE OR TAMPER WITH THIS SIGN
07/21/2026 15:11


TORRANCE COUNTY
NOTICE OF ACTION ON SUMMARY REVIEW
CREATE TYPE 3 SUBDIVISION
FOR Lot 9, Block B, HURLBUT South
SUBDIVISION
AUGUST 5, 2026 @ 9:30 AM
FROM 7/21/26
TO 8/4/26
07/21/2026 15:11


Map
R008775
Search result
ParcelPoly, AccountNo
R008775
R008783
R008784
R008787
R024017
R008791
R025181
Mcnabb Road
R017667

TC_Internal

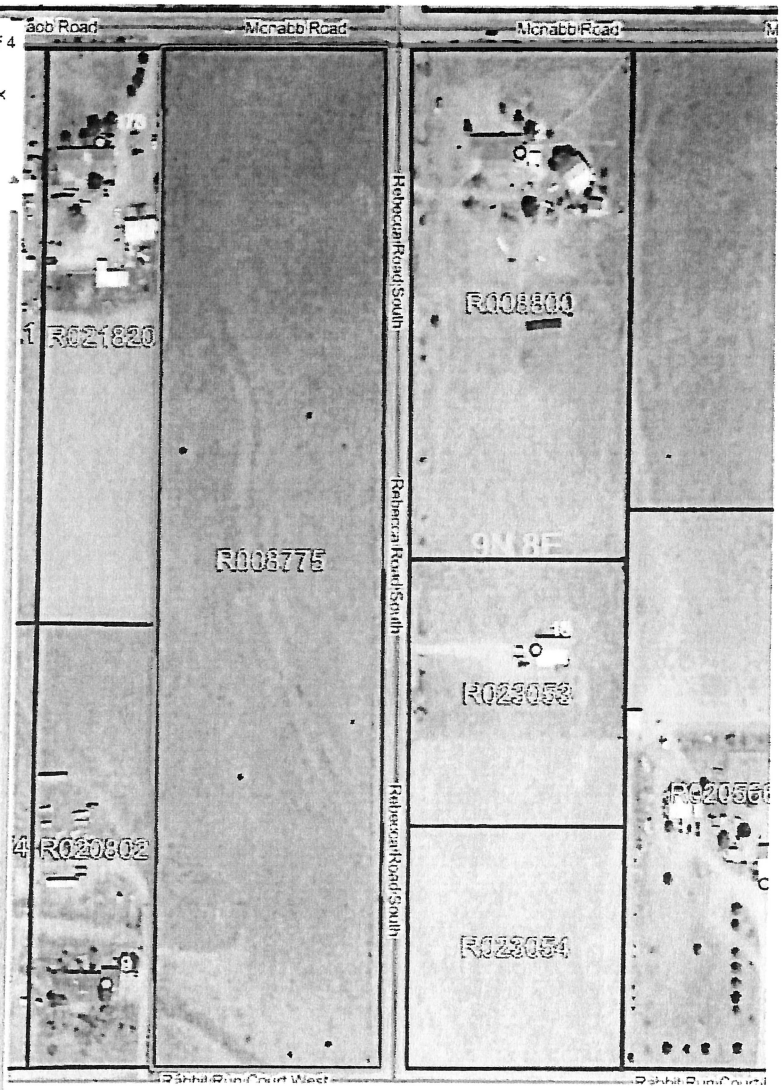
Sign In

1 of 4

KEMPER DALE L TRUSTEE

Table | Zoom to

OBJECTID	6981
UPC	1046049117454000000
UPC01	1046049
UPC02	117454
AccountNo	R008775
Zoning	RR RURAL RESIDENTIAL DISTRICT
TaxID	0
Shape_Leng	3485.631396
ACCOUNTNO_	R008775
NAME	KEMPER DALE L TRUSTEE
CAREOF	
ADDRESS1	
CITY	ALBUQUERQUE
STATE	NM
ZIPCODE	871232394.000000
PARCELSEQ	R000895001
AREAID	8OUTCTCN
ACCTTYPE	Vacant_Land
BUSINESSNA	
STREETNO	
STREETNAME	
DESIGNATIO	
DIRECTIONS	
LEGAL	Subd: MORIARTY SOUTH Lot: 4 Block: B
LANDSQFT	479160.000000
SUBNAME	MORIARTY SOUTH
BOOK	363
PAGE	4074
RECEPTION_	2260900
ACRES	11.000000
SQFT	0.000000
OBJECTID_1	21116
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 8-E

TORRANCE COUNTY
BOARD OF COUNTY COMMISSONERS
RESOLUTION NO. R 2026-_____

RESOLUTION FINDING RUBBISH, WRECKAGE OR DEBRIS UPON LOT NUMBERED LOT F-51 OF ECHO RIDGE REPLAT, BETTER KNOWN AS 17 WASHINGTON LOOP, MORIARTY, TO BE A MENACE TO PUBLIC COMFORT, HEALTH, PEACE, OR SAFETY AND REQUIRING REMOVAL

WHEREAS, lot numbered Lot F-51 of Echo Ridge Replat, better known as 17 Washington Loop, Moriarty.

WHEREAS, the above described property constitutes a hazard; and

WHEREAS, the dilapidated recreational vehicles have been abandoned, not been maintained, where windows are out and roof is caved in; and

WHEREAS, ruins, rubbish, debris, and other types of solid waste (hereinafter collectively referred to as "Debris") are strewn across the property constituting the Site, as shown by the photographs attached to this Resolution as Exhibits P&Z 4 through 10; and

WHEREAS, the Debris threatens the public comfort, health, peace, or safety in Torrance County by creating a breeding ground for diseases, vectors, and vermin, posing a fire danger, posing a danger to human health, and depressing property values; and

WHEREAS, Torrance County has budgeted funds available in the form of clean up funds; and

WHEREAS, Torrance County has the authority, pursuant to NMSA 1978, § 3-18-5, to require the removal of such unhealthful Debris; and

WHEREAS, the mentioned property is located in the unincorporated area of Torrance County.

NOW, THEREFORE BE IT RESOLVED, that the Torrance County Commission hereby:

1. **FINDS** LOT NUMBERED F-51, Echo Ridge Replat, has upon it rubbish, wreckage, or debris which is a menace to the public comfort, health, peace, or safety; and

2. **ORDERS** Debra Stewart (see Exhibits 1, 2 and 3) or other owner, occupant, or agent in charge of Lot numbered F-51,Echo Ridge Replat to remove Debris from said property; and

3. **AUTHORIZES** the Torrance County Manager to cause the removal of the Debris and to file a lien against each of the above described properties for the cost of removing the Debris, if the owner, occupant, or agent in charge of a respective property fails to commence removal of the Debris on their property or fails to file a written objection to

this Resolution within ten (10) days of the receipt or posting of this Resolution as specified in NMSA 1978, § 3-18-5.

DONE THIS 23rd DAY OF SEPTEMBER, 2026.

APPROVED AS TO FORM ONLY:

Michael I. Garcia, County Attorney

Date:_____

BOARD OF COUNTY COMMISSIONERS

Ryan Schwebach, Chair, District 2

Kevin McCall, Vice Chair, District 1

Linda Jaramillo, Member, District 3

ATTEST:

Sylvia Chaves, County Clerk

Date:_____

RESOLUTION FOR CLEAN UP

LOT F-51, OF ECHO RIDGE

MORIARTY, NM

EXHIBITS 1-3

WARRANTY DEED

PROPERTY PROFILE

TAX SUMMARY

EXHIBIT 4

PICTURES

QUITCLAIM DEED

CMSR TRUST, by and through its undersigned Trustee (hereinafter "Grantor"), whose address is P.O. Box 846, Edgewood, NM 87015, for consideration paid, quitclaims to:

Debra Stewart (hereinafter "Grantee"), whose address is 1619 Michael Street, Moriarty, NM 87035;

all of Grantor's right, title, and interest in the following described real estate in Torrance County, New Mexico, which is commonly known as 17 Washington Loop (a/k/a 17 Echo Ridge Loop), Moriarty, NM 87035:

Lot F-51 of the Echo Ridge Replat, a subdivision, as the same is shown and designated on the plat of said subdivision filed in the office of the Clerk of Torrance County, New Mexico;

subject to reservations, restrictions, and easements of record; and taxes and assessments for 2023 and subsequent years.

CMSR TRUST, Grantor
By: Adrian Terry, Esq., Trustee

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002233442
Book 356 Page 4110
1 of 1
12/11/2023 03:11:11 PM
BY GENELL

ACKNOWLEDGMENT BY NOTARY

STATE OF NEW MEXICO)
)
COUNTY OF SANTA FE)

WITNESS MY HAND AND SEAL that the foregoing instrument was executed before me this 6th day of December, 2023, by ADRIAN TERRY, as Trustee for the above-named Grantor, as his free and voluntary act.

TERRI TRAVIS
Notary Public - State of New Mexico
Commission # 1134785
My Comm. Expires Jun 22, 2025

Notary Public, State of New Mexico

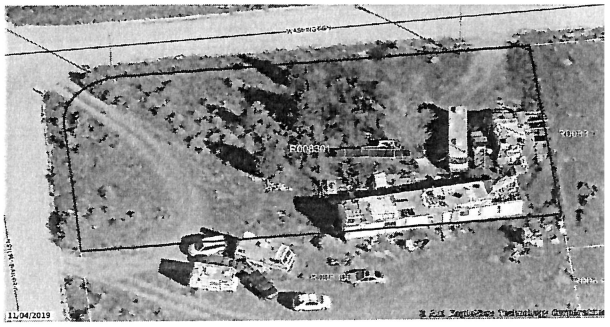
ATTEST:
CERTIFIED AS A TRUE
AND CORRECT COPY
ON FILE IN THIS OFFICE
COUNTY CLERK
DEPUTY CLERK
12-1-26

"A Certified copy:
pg 1 of
Torrance County, NM
by"

Property Profile Torrance County

Account:	R008301	**Tax Year:**	2026	**Account Type:**	Residential
Mill Levy:	23.928000	**Version:**	01/01/2026	**Area ID:**	8OUTCTCR
Estimated Tax:	$175.44	**Parcel:**	1-049-050-310-204-	**Map Number:**	
				Status:	Active

*This mill levy is from the most recent tax roll



Name and Address Information

STEWART DEBRA
PO BOX 3382
MORIARTY, NM 87035

Property Location

No Location Information Available

Legal Description

Subd: ECHO RIDGE Lot: F51

Assessment Information

2026	Actual	Assessed	Sq Ft	Acres	Taxable
Land	21,115	7,038	21780.000	0.500	
Improvements					
Exempt		0			
Total	21,115	7,038		0.500	7,038

2025	Actual	Assessed	Sq Ft	Acres	Taxable
Land	21,115	7,038	21780.000	0.500	
Improvements					
Exempt					
Total	21,115	7,038			7,038

User Remarks

COUNTY TORRANCE COUNTY EST. 1905 NEW MEXICO ASSESSOR

Tax Account

Summary

Account Id	R008301
Parcel Number	1049050310204000000
Owners	STEWART DEBRA
Address	PO BOX 3382 MORIARTY, NM 87035
Situs Address	
Legal	Subd: ECHO RIDGE Lot: F51 S: 30

Inquiry

As Of 09/01/2026

Payment Type ○ First ◉ Full

Taxes Due	$1,286.37
Interest Due	$648.80
Penalty Due	$90.00
Misc Due	$125.00
Total Due	$2,150.17

Value

		Area Id	Taxes
Special Assessment	027_16 - CENTRAL TRI-COUNTY SWCD-RES_EWR		$7.04
Area Id			**Mill Levy**
8OUTCTCR - 8OUTCTC-R			23.9280000
		Actual	**Assessed**
RESIDENTIAL LAND - 0100		21,115	7,038
Taxes			$168.40
Total Billed			**$175.44**

The amounts of taxes due on this page are based on **last year's** property value assesments.
For current year values visit the Torrance County Assessor's site.


SOUTHWIND
04/28/2026 14:59


04/28/2026 15:00


04/28/2026 15:00


04/28/2026 15:10



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 8-F

TORRANCE COUNTY
BOARD OF COUNTY COMMISSONERS
RESOLUTION NO. R 2026-_____

RESOLUTION FINDING RUBBISH, WRECKAGE OR DEBRIS UPON LOT NUMBERED LOT A OF THE LANDS OF STUART ON 2 DUSTY COURT TO BE A MENACE TO PUBLIC COMFORT, HEALTH, PEACE, OR SAFETY AND REQUIRING REMOVAL

WHEREAS, lot numbered Lot A, "Lands of Stuart" better known as 2 Dusty Court, Moriarty.

WHEREAS, the above described property constitutes a hazard; and

WHEREAS, the dilapidated structure has been abandoned, not been maintained, roof is caved in; and

WHEREAS, rubbish, debris, and other types of solid waste (hereinafter collectively referred to as "Debris") are strewn across the property constituting the Site, as shown by the photographs attached to this Resolution as Exhibits P&Z 4 through 7; and

WHEREAS, the Debris threatens the public comfort, health, peace, or safety in Torrance County by creating a breeding ground for diseases, vectors, and vermin, posing a fire danger, posing a danger to human health, and depressing property values; and

WHEREAS, Torrance County has budgeted funds available in the form of clean up funds; and

WHEREAS, Torrance County has the authority, pursuant to NMSA 1978, § 3-18-5, to require the removal of such unhealthful Debris; and

WHEREAS, the mentioned property is located in the unincorporated area of Torrance County.

NOW, THEREFORE BE IT RESOLVED, that the Torrance County Commission hereby:

1. **FINDS** LOT NUMBERED LOT A, LANDS OF STUART or better known as 2 DUSTY COURT has upon it rubbish, wreckage, or debris which is a menace to the public comfort, health, peace, or safety; and

2. **ORDERS** EDGEWOOD MEADOWS LTD CARE OF CHRIS M. SEALY AND SHANNA J. BAKER (see Exhibits 1, 2 and 3) or other owner, occupant, or agent in charge of Lot numbered LOT A OF "LANDS OF STUART OR BETTER KNOWN AS 2 DUSTY COURT' (see Exhibit 3) to remove Debris from said property; and

3. **AUTHORIZES** the Torrance County Manager to cause the removal of the Debris and to file a lien against each of the above described properties for the cost of removing the Debris, if the owner, occupant, or agent in charge of a respective property fails to commence removal of the Debris on their property or fails to file a written objection to

this Resolution within ten (10) days of the receipt or posting of this Resolution as specified in NMSA 1978, § 3-18-5.

DONE THIS 23rd DAY OF SEPTEMBER, 2026.

APPROVED AS TO FORM ONLY:

Michael I. Garcia, County Attorney

Date:_____

BOARD OF COUNTY COMMISSIONERS

Ryan Schwebach, Chair, District 2

Kevin McCall, Vice Chair, District 1

Linda Jaramillo, Member, District 3

ATTEST:

Sylvia Chaves, County Clerk

Date:_____

RESOLUTION FOR CLEAN UP

2 DUSTY COURT, MORIARTY

EXHIBITS 1-2

REAL ESTATE CONTRACT

TAX SUMMARY

EXHIBITS 3-4

PROPERTY PROFILE

GIS MAP

EXHIBIT 5

PICTURES

RETURN TO: FIRST AMERICAN TITLE
ATTN: GARCIA GF: 290104781

4260

REAL ESTATE CONTRACT

THIS CONTRACT IS MADE in triplicate this **26th day of October, 2001**, by and between **JAMES D. ROCKWELL and LINDA ROCKWELL, husband and wife**, whose address is **HC 62, Box 2-13, Reserve, New Mexico 87830**, hereinafter called Seller, and **CHRIS M. SEALEY, a single person and SHANNA J. BAKER, a single person, as joint tenants (WROS)**, whose address is **2 Dusty Court, Edgewood, New Mexico 87015**, hereinafter called Purchaser. Whenever a masculine pronoun is used, it shall also be considered as referring to the female gender and plural pronouns, whichever is proper.

1. SALE: The Seller, in consideration of the promises and agreements herein made by the Purchaser, agrees to sell and convey to the Purchaser the following described real estate, hereinafter called the Property, in the County of **Torrance**, and State of New Mexico:

Lot A of the Land Division Plat of a certain tract of land being the Southeast quarter of the Southwest quarter of the Southeast quarter (SE1/4-SW1/4-SE1/4) of Section 6, Township 9 North, Range 8 East, N.M.P.M.;Torrance County, New Mexico, recorded in the office of the County Clerk of Torrance County, New Mexico on April 13, 1987 in Book of Plats, CAB B, slide 77.

Subject to reservations, restrictions and easements of record, and to property taxes for the current year and all subsequent years.

The Seller agrees, upon completion of all terms and conditions of this contract by the Purchaser, that the Purchaser shall then receive the Warranty Deed and related documents placed in escrow with this Contract.

2. PRICE AND PAYMENT: The Purchaser agrees to buy the above-described Property and to pay Seller therefor the total sum of **FORTY NINE THOUSAND and NO/100 Dollars ($49,000.00)**, payable as follows: **FOUR THOUSAND FIVE HUNDRED and NO/100 Dollars ($4,500.00)** cash down payment, the receipt of which is hereby acknowledged, and the balance of **FORTY FOUR THOUSAND FIVE HUNDRED and NO/100 Dollars ($44,500.00)**, payable as follows:

$44,500.00, the amount of this Real Estate Contract, which Purchasers agree to pay in monthly installments of $386.18 each or more, including interest from October 26, 2001 at the rate of 8.5% per annum. The first payment shall be due on December 1, 2001 with like installments due and payable on the 1st day of each succeeding month thereafter until paid in full.

In addition to the payments for principal and interest, Purchasers shall pay to the Escrow Agent, with each installment, a pro rata portion of the estimated annual taxes on said Property, which payments shall be separately accounted for by the Escrow Agent and utilized to make prompt payment of said taxes as they become due, the sum at the present time being $_____ per month, making the total payment due and payable on this Contract of $_____, or more. Purchasers agree to pay the adjusted payment in the event that trust funds increase/decrease. Purchasers shall be responsible for providing the Escrow Agent with billings for taxes. In the event there be any shortfall in the escrow account, Purchasers shall be responsible to pay Escrow Agent any additional funds necessary to pay taxes.

A late charge of 4% of the monthly installments will be due and payable on any installment that is made over ten (10) calendar days past due. The time period before the late charge becomes due shall not be considered a grace period. Late charges will be paid as additional interest.

The above amount as above provided shall be paid to the escrow agent (exclusive of any prior lien or obligation being assumed) plus any accrued interest due to the seller until fully paid. Said unpaid balance shall bear interest at the rate of **eight and one-half** percentum **(8.5%)** per annum from the effective date October 26, 2001.

APPLICATION OF PAYMENTS:

Payments shall be applied as of the date of receipt by the Escrow Agent first to accrued interest then to principal balance of this Contract.

Seller's initials JDR LR
Purchaser's initials CMS SJB

All payments shall be assumed to be regular payments, and not prepayments, unless otherwise specified by Purchaser in writing at the time of delivering such payments to Escrow Agent. Unless otherwise provided, Purchaser may prepay the unpaid balance in whole or in part at any time. Any prepayments shall be credited first to accrued interest, then to the principal balance of this Contract exclusive of assumed liens or obligations, then to assumed liens or obligations as described in this paragraph. Notwithstanding any prepayments, Purchaser shall make the next regularly scheduled payments.

Should Purchaser fail to make any of the payments or perform any other obligations required hereunder, including the payment of any assumed obligation, and if Seller 's attorney makes written demand therefor pursuant to Paragraph 5 below, the Purchaser shall pay within the time allowed the additional sum of **$125.00**, unless otherwise stated, for Seller's attorney's fees.

The following lien(s) or obligation(s) is currently outstanding on the property:

TYPE OF LIEN OR OBLIGATION HOLDER

that certain Real Estate Contract dated July 8, 1993 by and between Edgewood Meadows Ltd. Partnership, as Seller and James D. Rockwell and Linda K. Rockwell, as Purchaser, filed July 14, 1993, in Book 266, pages 2034-2037, records of Torrance County, New Mexico.

Purchaser does not assume or agree to pay the above described lien(s) or obligation(s). All payments due on such lien(s) or obligation(s) shall be remitted by the Escrow Agent to the person or company to whom they are payable out of the payments made by Purchaser. If the payments due from Purchaser are insufficient to satisfy the amounts due to be made on the above-described lien(s) or obligation(s), Seller shall pay Escrow Agent such additional funds as are necessary to keep such lien(s) or obligation(s) current. Upon payment in full of this Contract, Seller shall obtain a release of the property from the lien(s) or obligation(s) described above.

Should Purchaser fail to pay any such installment payments prior to the same becoming delinquent, Seller may pay the same for the protection of the Property and his interest therein. Payment by Seller shall not be deemed a waiver of Purchaser's default, and the amount so paid by Seller shall be immediately due and payable to Seller and shall bear interest until paid at the same rate as provided in Paragraph 2 above.

3. PURCHASER TO PAY INSURANCE, TAXES AND PAVING LIENS, AND SELLER'S RIGHTS:

(a) Insurance. The Purchaser agrees to keep the insurable improvements upon the Property insured against the hazards covered by fire and extended coverage insurance, with an insurance company satisfactory to Seller in the sum of not less than **$44,500.00** for the benefit of Purchaser and Seller as their interests may appear, and furnish a copy of the insurance policy or certificate of the insurance policy to Seller annually prior to expiration of existing insurance.

(b) Taxes. Unless otherwise stated herein, the property taxes for the current year have been divided and prorated between Seller and Purchaser as of the date of this Contract, and the Purchaser is responsible for and will pay the taxes and assessments of every kind hereafter billed. Purchaser will have the Property assessed for taxation in Purchaser's name. Upon request by Seller, Purchaser will send copies of the paid tax receipts each year to Seller.

(c) Paving and Other Improvement Liens and Standby Charges. Unless otherwise stated herein, the Purchaser assumes any paving and/or standby charges now assessed against the Property and agrees to pay all installments of principal and interest thereon that hereafter become due.

(d) Seller's Rights. Should the Purchaser fail to pay insurance premiums, taxes and assessments, paving liens, improvement liens or standby charges, or other such matters prior to the same becoming delinquent, Seller may pay the same (but is not obligated to do so) for protection of the Property and his interest therein. Payment of such charges shall not be deemed a waiver of any default of Purchaser for failure to pay such charges, and such amounts as have been so paid shall be immediately due and payable to Seller, and shall bear interest until paid at the same rate as provided in Paragraph 2 above.

4. PURCHASER'S RIGHT, SELLER'S RETENTION OF INTEREST:

Purchaser shall be entitled to take possession of the Property and retain possession unless and until Purchaser's interests under this Contract shall be terminated by Seller as provided in Paragraph 5 below. Legal title to the Property shall remain in Seller's name until this contract has been fully performed upon the part of Purchaser and the Warranty Deed delivered as specified.

5 SELLER'S RIGHTS IF PURCHASER DEFAULTS:

(a) Default Notice. Time is of the essence in this contract, meaning that the parties shall perform their respective obligations within the times stated. If Purchaser fails to make any of the payments required in Paragraph 2, herein, at the times specified, or fails or refuses to maintain insurance or to pay taxes, assessments or other charges against the Property, or fails or refuses to repay any sums advanced by the Seller under the provisions of Paragraph 3 above, the Seller may make written demand upon the Purchaser, with such notice to specify the default and the curative action required, at his address as follows: **2 Dusty Court, Edgewood, New Mexico 87015**, or at such other address that Purchaser may designate by a notarized statement delivered to the Escrow Agent, which change of address will be effective on the seventh (7th) calendar day after receipt by the Escrow Agent.

(b) Manner of Giving Default Notice. Notice in writing shall be given by certified mail, return receipt requested, addressed to the Purchaser at the effective address for Purchaser provided in Paragraph 5(a), with a copy to escrow agent. Purchaser expressly acknowledges that notice to him by mail, in the manner above specified, is sufficient for all purposes, regardless of whether he actually receives such notice.

(c) Purchaser's Failure to Cure Default Results in Termination of Contract or Acceleration of Entire Unpaid Balance.

If the Purchaser fails or neglects to cure any default within **Thirty (30)** days after the date Seller's default notice is mailed, then the Seller may, at his option either declare the whole amount remaining unpaid to be then due and proceed to enforce payment of the entire remaining unpaid balance, plus any accrued interest, together with reasonable attorney's fees, or he may terminate Purchaser's rights to the Property and retain all sums paid as liquidated damages to that date for the use of the Property, and all rights of Purchaser in the Property shall thereupon end. If the final day for curing the default shall fall on a Saturday, Sunday, or non-business day of the Escrow Agent, then the period for curing the default shall extend to the close of business on the next regular business day of the Escrow Agent.

Seller's initials JAR AR
Purchaser's initials S SB

Acceptance by Escrow Agent of any payment tendered shall not be deemed a waiver by Seller, or extension of the time for cure, of any other default under this Contract. In the event of termination, Purchaser hereby waives any and all rights and claims for reimbursement for improvements he may have made upon the Property.

(d) Affidavit of Uncured Default and Election of Termination.

A recordable affidavit made by Seller, his agent, or Escrow Agent, identifying the parties, stating the legal description of the Property or the recording date of this Contract and stating the date that notice was duly given as provided above, that the specified default has not been cured within the time allowed and that the Seller has elected to terminate, and delivered to the Escrow Agent shall be conclusive proof for the Escrow Agent and any subsequent Purchaser or encumbrancer for value of such uncured default and election of termination.

(e) Purchaser Becomes Tenant. Upon termination, Purchaser has no continuing right to possession. If Purchaser remains in possession of the Property after this Contract has been terminated as above provided, Purchaser shall then become a tenant at will, for a rental amount equivalent to the installment payment theretofore required as monthly payments under this Contract, with the first such rental payment due immediately, in advance, and such tenancy being subject to termination by either party upon thirty (30) days separate prior written notice. Seller's acceptance of such rental payment(s) shall not be deemed as any waiver of his rights, nor shall it constitute any manner of estoppel.

(f) Legal Right to Evict Purchaser. Forcible entry and detainer proceedings, in addition to any other appropriate legal remedies, may be utilized by the Seller if necessary to obtain possession of the Property following termination of this Contract and termination of Purchaser's continued tenancy thereafter. If such proceedings are filed, Purchaser shall be liable for Seller's reasonable attorney's fees plus the legal costs of such action.

6. **TITLE INSURANCE OR ABSTRACT:**

Unless otherwise provided herein, Seller is delivering a Contract Purchaser's Title Insurance Policy to Purchaser or Abstract of Title to Escrow agent at the time this Contract is made, showing merchantable title to the Property as of the date of this Contract, subject to the matter referred to in this Contract, and Seller is not obligated to provided any other or further evidence of title.

7. **PURCHASER'S RIGHT TO SELL:**

(A) First Provision:

Purchaser shall be entitled to sell, assign, convey or encumber his entire interest in this Contract (but not a portion thereof) and the Property to any person or entity, hereinafter called Assignee, and may retain a security interest therein, without obtaining the consent or approval of the Seller. The Purchaser shall not, however, be released from his obligations hereunder by any such sale, assignment, conveyance or encumbrance. In the event Purchaser does sell, assign, convey or encumber said interest, then Purchaser, his Assignee, or any subsequent Assignee shall deliver a copy of such written sale, assignment, conveyance or encumbrance document to Escrow Agent.

Such sale, assignment, conveyance or encumbrance document shall specify the address of the Assignee and upon receipt of such document by the Escrow Agent, Seller shall only be required to send notice of default to the most recent Assignee who had given notice of such sale or assignment and his address to the Escrow Agent as provided herein. If such document is not received by the Escrow Agent, any notice of default need be sent only to the last person or entity and address for which written notice has been provided to the Escrow Agent as provided herein.

(B) Special Alternative Provision:

CAUTION: THE FOLLOWING PROVISION SEVERELY RESTRICTS THE RIGHT OF PURCHASER TO SELL, ASSIGN, CONVEY OR ENCUMBER THIS CONTRACT AND THE PROPERTY. If the parties wish to invoke this provision, they should check the box as indicated and each initial as provided. If the Special Alternative Provision is elected, the First Provision does not apply.

_____ (check here) THE PARTIES ELECT TO INVOKE THE PROVISIONS OF THIS PARAGRAPH

Initials

_____ Purchaser shall not be entitled, directly or indirectly, to sell, assign, convey or encumber all or any
_____ portion of the Purchaser's interest in this Contract or in the Property without first obtaining the written
_____ consent of Seller, and Seller shall not be under any obligation to give such consent. In the event that
_____ Purchaser shall, directly or indirectly, sell, assign, convey or encumber or contract to assign, convey or encumber or contract to sell, assign, convey or encumber, directly or indirectly, all or any portion of the Purchaser's interest in this Contract or in the Property without the consent of Seller, it shall be an event of default subject to the rights of Seller in Paragraph 5, herein.

CAUTION: if the Property is subject to any prior mortgage(s), Deed(s) of Trust or Real Estate Contract(s), then the provisions thereof should be examined carefully for any conflict with the above clause.

8. **BINDING EFFECT:** This Contract shall extend to and be obligatory upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties to this Contract.

9. **APPOINTMENT OF AND INSTRUCTIONS TO ESCROW AGENT:**

The parties hereby appoint as Escrow Agent: **SUNWEST ESCROW, LC., 3240-D, JUAN TABO, N.E., Albuquerque, New Mexico 87111 OR P.O. Box 36371, Albuquerque, New Mexico 87176-6371.**

The following papers are herewith placed in escrow:

1. Signed copy of Contract
2. Original Warranty Deed signed by Seller.
3. Original Special Warranty Deed signed by Purchaser.

(a) the fee(s) of the Escrow Agent shall be paid as follows: **Escrow set-up, disbursement, and close-out fees of the escrow agent shall be paid by the Purchaser.**

If such fee(s) is/are paid wholly or in part by Purchaser, such amount shall be in addition to the amounts due from the Purchaser as provided in Paragraph 2, herein. The Escrow Agent is instructed to accept all monies paid in accordance with this Contract and remit the money received (less applicable escrow fees) as follows: The escrow agent is instructed to remit **$218.67 to Sunwest Escrow, Control No. 0118044403, balance to Seller as Seller shall direct.**

Seller's initials JRK LR
Purchaser's initials _____ SB

(b) All payments shall be deemed provisionally accepted when tendered, subject to determination by the Escrow Agent of the correct amount and its timeliness.

(c) Upon full payment of all amounts due and owing to the Seller under this Contract by the Purchaser, the Escrow Agent is directed to release and deliver the escrow documents to the Purchaser.

(d) If the Seller or his agent delivers an Affidavit of Uncured Default and Election of Termination (as described in Paragraph 5 above) to the Escrow Agent, then the Escrow Agent shall release and deliver the escrow documents to the Seller. The Escrow Agent shall be entitled to rely on such Affidavit as conclusive proof of termination.

(e) The Escrow Agent is instructed that after each and every written demand is mailed to the Purchaser, pursuant to Paragraph 5 above, and a copy thereof is furnished to the Escrow Agent, not to accept less than the full amount of the sum state as due in the written demand, plus the additional $125.00, unless otherwise stated, for Seller's attorney's fees.

(f) The Escrow Agent is entitled to charge its standard fees current as of the date the service is rendered, but all changes shall become effective only after thirty (30) days written notice to the party or parties paying the fee of the Escrow Agent.

(g) Seller and Purchaser will each indemnify and save harmless the Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities, which it may incur or sustain in connection with this Contract, including any interpleader or declaratory judgement action brought by Escrow Agent, but excepting failure of the Escrow Agent to comply with this Paragraph 9.

(h) The Escrow Agent shall have the right to resign as Escrow Agent under this Contract by giving the parties thirty (30) days written notice of intent to resign. The parties shall thereupon mutually select a successor Escrow Agent and give written notice to the Escrow Agent of such selection. If the parties fail, for any reason, to mutually select a successor Escrow Agent and give Escrow Agent written notice of such selection within thirty (30) days after mailing by the Escrow Agent of notice of intent to resign as aforesaid, then the Escrow Agent may select the successor Escrow Agent. Delivery by the Escrow Agent to the successor Escrow Agent of all documents and funds, after deducting therefrom its charges and expenses, shall relieve the Escrow Agent of all liability and responsibility for acts occurring after the date of the assignment in connection with this Contract.

10 **SEVERABILITY CLAUSE:** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of the remainder of this Contract.

This Contract constitutes the entire agreement and understanding of the parties concerning the subject matter contained herein and supersedes all prior negotiations, proposed agreements, whether oral or written, pertaining to the subject matter of this Contract. Each party hereto acknowledges that no other party has made any promise, representation, or warranty, express or implied, not expressly contained herein concerning the subject matter hereof.

This Contract can be modified only in writing signed by the parties hereto.

The parties have signed and acknowledged this Contract effective as of the date stated at the beginning of this Contract.

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

SELLER:

James D. Rockwell
JAMES D. ROCKWELL

Linda Rockwell
LINDA ROCKWELL

PURCHASER:

CHRIS M. SEALEY

Shanna Baker
SHANNA J. BAKER

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss.
COUNTY OF ~~BERNALILLO~~ Catron)

This instrument was acknowledged before me on October 26, 2001, by James D. Rockwell and Linda Rockwell, husband and wife.

MY COMMISSION EXPIRES:
11/14/04

Notary Public

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

This instrument was acknowledged before me on October 26, 2001 by Chris M. Sealey, a single person and Shanna J. Baker, a single person, as joint tenants (WROS).

MY COMMISSION EXPIRES:
11/21/04

Notary Public
OFFICIAL SEAL
KIM GARCIA
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 11/21/04

RECEIPT AND ACCEPTANCE BY ESCROW AGENT

The Escrow Agent hereby acknowledges receipt of the following documents in regard to the above-captioned Escrow Contract.

___(a) Escrow Set-up fee in the amount of $_____ ___(b) Signed copy of this Contract
___(c) Warranty Deed ___(d) Special Warranty Deed

Escrow Agent
By: _____ Date: _____, 2001

State of New Mexico
County of Torrance

I, hereby certify that this instrument was filed for record on the 5 day of November A.D. 2021 at 2:27 o'clock P M and duly recorded in book 291 at page 4256 - 4260

Witness my hand and Seal of Office

County Clerk, Torrance Co., N.M.

Deputy

Tax Account

Summary

Account Id	R021829
Parcel Number	1043054352022000000
Owners	EDGEWOOD MEADOWS LTD
Address	6105 MCKINNEY DE NE ALBUQUERQUE, NM 87109
Situs Address	DUSTY CT
Legal	Quarter: SE S: 6 T: 9N R: 8E LOT A IN SE4SW4SE4 (2.50 ACRES) CAB B/77

Inquiry

As Of 09/01/2026

Payment Type ○ First
● Full

Taxes Due	$3,678.89
Interest Due	$2,170.40
Penalty Due	$182.00
Misc Due	$125.00
Total Due	$6,156.29

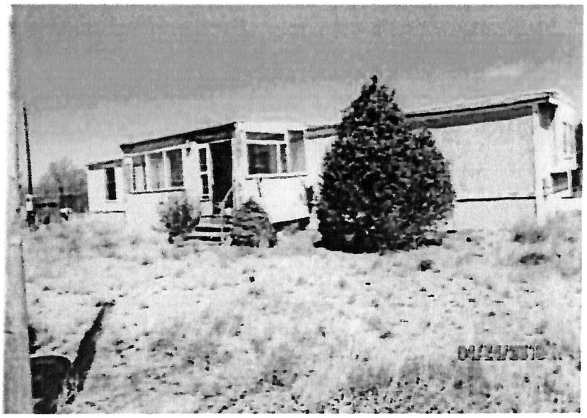
Value

Area Id		Mill Levy
8OUTCTCN - 8OUTCTC-NR		23.4960000
	Actual	**Assessed**
NON-RESIDENTIAL LAND - 0200	47,342	15,781
Taxes		$370.80
	Area Id	**Taxes**
Special Assessment	028_17 - CENTRAL TRI-COUNTY SWCD-NON RES_EWR	$15.78
Total Billed		**$386.58**

The amounts of taxes due on this page are based on **last year's** property value assesments.
For current year values visit the Torrance County Assessor's site.

Property Profile Torrance County

Account:	R021829	**Tax Year:**	2026	**Account Type:**	Vacant_Land
Mill Levy:	23.496000	**Version:**	01/01/2026	**Area ID:**	8OUTCTCN
Estimated Tax:	$386.58	**Parcel:**	1-043-054-352-022-	**Map Number:**	
***This mill levy is from the most recent tax roll**				**Status:**	Active



Name and Address Information

EDGEWOOD MEADOWS LTD
C\O SEALEY CHRIS & BAKER SHANNA
6105 MCKINNEY DE NE
ALBUQUERQUE, NM 87109

Property Location

DUSTY CT
MORIARTY, NM 87035

Legal Description

S: 6 T: 9N R: 8E LOT A WITHIN SE4SW4SE4, *SURVEY B/77, LANDS OF STUART (2.5AC)

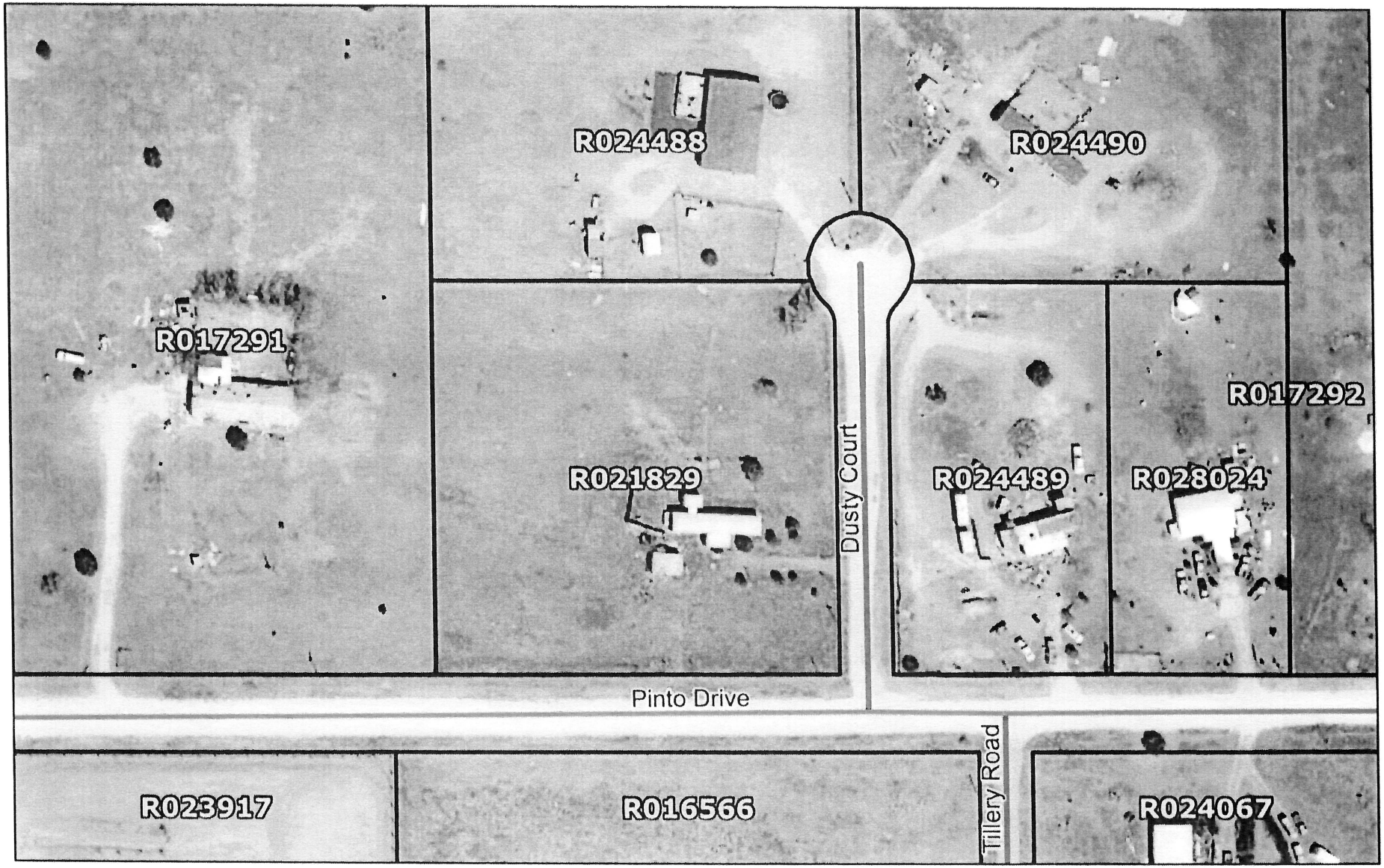
Assessment Information

2026	Actual	Assessed	Sq Ft	Acres	Taxable
Land	47,342	15,781		2.500	
Improvements					
Exempt		0			
Total	47,342	15,781		2.500	15,781

2025	Actual	Assessed	Sq Ft	Acres	Taxable
Land	47,342	15,781		2.500	
Improvements					
Exempt					
Total	47,342	15,781			15,781

User Remarks

TC_Internal



5/14/2026

RoadCenterline

MAINTAINED COUNTY ROAD

NON-MAINTAINED ROAD

ParcelPoly1

PSAP BOUNDARY

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

30cm Resolution Metadata

1:1,538

0 0.01 0.02 0.04 mi

0 0.01 0.03 0.06 km

MRCOG-NM,BHI,BernCo GIS, Microsoft, Vantor


04/01/2026 12:06


07/29/2026 06:35


07/29/2026 06:36

07/29/2026 06:33



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 8-G

TORRANCE COUNTY
BOARD OF COUNTY COMMISSONERS
RESOLUTION NO. R 2026-_____

RESOLUTION FINDING RUBBISH, WRECKAGE OR DEBRIS UPON LOT NUMBERED LOT 14 BLOCK 5 UNIT 10 OF ESTANCIA RANCHETTES LOCATED IN MORIARTY TO BE A MENACE TO PUBLIC COMFORT, HEALTH, PEACE, OR SAFETY AND REQUIRING REMOVAL

WHEREAS, lot numbered Lot 14 Block 5 Unit 10 of Estancia Ranchettes located in Moriarty.

WHEREAS, the above described property constitutes a hazard; and

WHEREAS, the dilapidated recreational vehicles, abandoned vehicles and dilapidated mobile home have been abandoned, not been maintained, where windows are out and roof is caved in; and

WHEREAS, ruins, rubbish, debris, and other types of solid waste (hereinafter collectively referred to as "Debris") are strewn across the property constituting the Site, as shown by the photographs attached to this Resolution as Exhibits P&Z 4 through 8 ; and

WHEREAS, the Debris threatens the public comfort, health, peace, or safety in Torrance County by creating a breeding ground for diseases, vectors, and vermin, posing a fire danger, posing a danger to human health, and depressing property values; and

WHEREAS, Torrance County has budgeted funds available in the form of clean up funds; and

WHEREAS, Torrance County has the authority, pursuant to NMSA 1978, § 3-18-5, to require the removal of such unhealthful Debris; and

WHEREAS, the mentioned property is located in the unincorporated area of Torrance County.

NOW, THEREFORE BE IT RESOLVED, that the Torrance County Commission hereby:

1. **FINDS** LOT NUMBERED 14 Block 5 Unit 10, Estancia Ranchettes, has upon it rubbish, wreckage, or debris which is a menace to the public comfort, health, peace, or safety; and

2. **ORDERS** John and Rosa Byers (see Exhibits 1, 2 and 3) or other owner, occupant, or agent in charge of Lot numbered Lot 14 Block 5 Unit 10 to remove Debris from said property; and

3. **AUTHORIZES** the Torrance County Manager to cause the removal of the Debris and to file a lien against each of the above described properties for the cost of removing the Debris, if the owner, occupant, or agent in charge of a respective property fails to commence removal of the Debris on their property or fails to file a written objection to

this Resolution within ten (10) days of the receipt or posting of this Resolution as specified in NMSA 1978, § 3-18-5.

DONE THIS 23rd DAY OF SEPTEMBER, 2026.

APPROVED AS TO FORM ONLY:

_____
Michael I. Garcia, County Attorney

Date:_____

BOARD OF COUNTY COMMISSIONERS

_____
Ryan Schwebach, Chair, District 2

_____
Kevin McCall, Vice Chair, District 1

_____
Linda Jaramillo, Member, District 3

ATTEST:

_____
Sylvia Chaves, County Clerk

Date:_____

Tax Account

Summary

Account Id	R006951
Parcel Number	1056051308316000000
Owners	BYERS JOHN A & ROSA A TRUST
Address	20025 S PADBURY LANE SPRING HILL, KS 66083
Situs Address	
Legal	Subd: ESTANCIA RANCHETTES Lot: 14 Block: 5 Unit: 10

Inquiry

As Of 09/01/2026

Payment Type ○ First
◉ Full

Total Due $0.00

Value

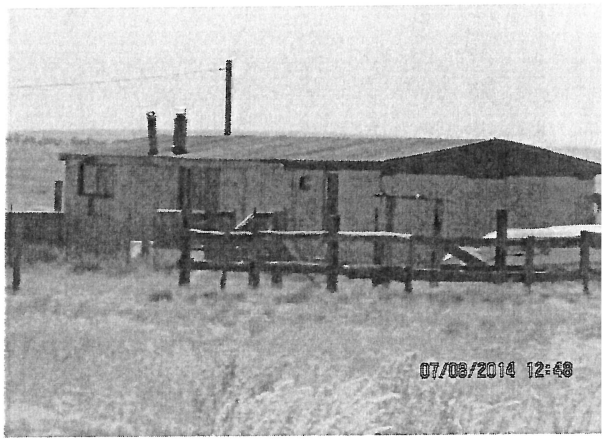
Area Id		**Mill Levy**
8OUTCTCN - 8OUTCTC-NR		23.4960000
	Actual	**Assessed**
NON-RESIDENTIAL LAND - 0200	990	330
Taxes		$7.76
	Area Id	**Taxes**
Special Assessment	028_17 - CENTRAL TRI-COUNTY SWCD-NON RES_EWR	$0.34
Total Billed		**$8.10**

The amounts of taxes due on this page are based on **last year's** property value assesments.
For current year values visit the Torrance County Assessor's site.

Property Profile Torrance County

Account:	R006951	**Tax Year:**	2026	**Account Type:**	Vacant_Land
Mill Levy:	23.496000	**Version:**	04/22/2025	**Area ID:**	8OUTCTCN
Estimated Tax:	$8.10	**Parcel:**	1-056-051-308-316-	**Map Number:**	
				Status:	Active

*This mill levy is from the most recent tax roll



Name and Address Information

BYERS JOHN A & ROSA A TRUST
C\O JOHN & ROSA BYERS TRUSTEES
20025 S PADBURY LANE
SPRING HILL, KS 66083

Property Location

No Location Information Available

Legal Description

Subd: ESTANCIA RANCHETTES Lot: 14 Block: 5 Unit: 10

Assessment Information

2026	Actual	Assessed	Sq Ft	Acres	Taxable
Land	990	330		1.000	
Improvements					
Exempt		0			
Total	990	330		1.000	330

2025	Actual	Assessed	Sq Ft	Acres	Taxable
Land	990	330		1.000	
Improvements					
Exempt					
Total	990	330			330

User Remarks

COUNTY TORRANCE COUNTY EST. 1905 NEW MEXICO ASSESSOR

9940175

002589

RECORDING REQUESTED BY:
JOHN A. BYERS and ROSA A. BYERS
WHEN RECORDED, MAIL TO:
JOHN A. BYERS and ROSA A. BYERS
527 LINDLEY DRIVE
ANTIOCH, CA 94509

County of Torrance

I hereby certify that this instrument was filed for record on the 3rd day of Dec A.D., 19 99 at 2:23 o'clock P M and duly recorded in book 285 at page 2589
Witness my hand and Seal of Office
Linda Lucero
County Clerk, Torrance Co., N.M.
Deputy

ATTEST
CERTIFIED AS A TRUE
AND CORRECT COPY
ON FILE IN THIS OFFICE
COUNTY CLERK
BY
DEPUTY CLERK
8-10-26
DATE

TORRANCE COUNTY ★ SEAL ★ CLERK STATE OF NEW MEXICO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN # 1056 051 308 316 000000

QUITCLAIM DEED

The undersigned grantor(s) declare(s): This conveyance transfers the grantor's interest to or from a trust. Not pursuant to a sale. No consideration given for this transfer and is excluded from reappraisal (Documentary Transfer Tax = $0)

JOHN A. BYERS and ROSA BYERS

hereby REMISES, RELEASES and QUITCLAIMS to: JOHN A. BYERS and ROSA A. BYERS Trustee(s) of THE JOHN A. AND ROSA A. BYERS TRUST Dated 11-22-99

the following described real property lying and being in the Valley of the Estancia Ranchetts, County of TORRANCE, State of NEW MEXICO
TRACTS 14, BLOCK 5, UNIT 10

More commonly known as:

DATED: 11-22-99

John A. Byers
JOHN A. BYERS

Rosa A. Byers
ROSA BYERS

STATE OF CALIFORNIA)
)ss.
County of Contra Cost)

On, 11-22-99, before me, Gerald R. Barnes, personally appeared, JOHN A. BYERS and ROSA BYERS, known to me for proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),and that by his/her/their signature(s) on this instrument the person(s) or the entity upon behalf of which person(s) acted, executed the instrument.

WITNESS my hand and official seal

(THIS AREA FOR OFFICIAL NOTARY STAMP)

GERALD R. BARNES
Comm. # 1115498
NOTARY PUBLIC - CALIFORNIA
Santa Clara County
My Comm. Expires Nov. 3, 2000

Signature Gerald R Barnes

Mail Tax Statements to:
JOHN A. BYERS and ROSA A. BYERS, 527 LINDLEY DRIVE, ANTIOCH, CA 94509
TITLE SEARCH NEITHER REQUESTED OR DONE - PREPARED FROM INFORMATION SUPPLIED BY GRANTOR(S).

received
12-3-99

"A Certified copy
pg 1 of 1
Torrance County, NM
by "


02/23/2026 13:39


FX4
02/23/2026 13:43

02/23/2026 13:45


02/23/2026 13:42



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 8-H

TORRANCE COUNTY RESOLUTION NO. 2026 -

A RESOLUTION APPROVING PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the Torrance County and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be $1,777,172 to be funded in proportional share by the parties hereto as follows:

New Mexico Department of Transportation's share shall be 95% or $1,688,313.21

and

Torrance County's proportional matching share shall be 5% or $88,858.59

TOTAL PROJECT COST IS $1,777,171.80

The Torrance County shall pay all costs, which exceed the total amount of $1,777,171.80.

Now therefore, be it resolved in official session that Torrance County determines, resolves, and orders as follows:
That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2029 and the Torrance County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

Now therefore, be it resolved by the Torrance County to enter into Cooperative Agreement for Project Control Number LP50086 with the New Mexico Department of Transportation for the TPF Program for year 2027 for Lexco Road Improvements- Pavement rehabilitation/improvements, drainage improvements, and miscellaneous to 7 miles of Lexco Road, from Old Route 66 going south. Torrance County intends to apply a two inch overlay of pavement to 7 miles of Lexco road, from Old Route 66 going South. Project also includes cleaning roadside ditch, culverts, and applying new road stripping.

Project will be completed in a year.- within the control of the Torrance County in New Mexico.

PASSED, APPROVED, AND ADOPTED THIS 23rd DAY OF September, 2026.

BOARD OF COUNTY COMMISSIONER OF TORRANCE COUNTY:

_____
Ryan Schwebach, Chair, District 2

_____
Kevin McCall, Member, District 1

_____
Linda Jaramillo, Vice-Chair, District 3

ATTEST:

_____ _____
Sylvia Chavez, Torrance County Clerk **Date**

APPROVED AS TO FORM:

_____
Michael Garcia, Torrance County Attorney



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 9-A

Torrance County
P.O. Box 48
205 South Ninth Street
Estancia, New Mexico 87016
505-544-4700

MEMORANDUM OF AGREEMENT

Between Presbyterian Medical Services and Torrance County Concerning the Allocation of Funds to Offset the Cleaning Expenses and Meals for Torrance County Senior Citizen Centers

This Memorandum of Agreement ("MOA") is hereby entered into this____ day of _____, _____, between the County of Torrance ("County"), a political subdivision, organized and existing under the laws of the State of New Mexico and Presbyterian Medical Services ("PMS"), a governmental entity, organized and existing under the laws of the State of New Mexico.

WHEREAS, County owns three senior citizen centers within the County, to wit: Moriarty, Estancia, and Mountainair; and

WHEREAS, PMS by agreement with County and through grant funding operates the senior citizen centers; and

WHEREAS, County has heretofore provided cleaning services for the senior citizen centers on a weekly basis, but the need has grown for more frequent cleaning services; and

WHEREAS, the County has approved funding of Ten Thousand Dollars ($10,000.00) to provide for cleaning of the senior citizen centers for FY27; and

WHEREAS, PMS has agreed to provide all necessary cleaning services for the senior citizen centers for the period of time beginning July 1, 2026 through June 30, 2027 for said amount of $10,000.00.

WHEREAS, the County has approved funding of Forty Thousand Dollars ($40,000) to provide meals and delivery for the senior citizen centers for FY27; and

WHEREAS, PMS has agreed to provide all necessary meal services and delivery for the senior citizen centers for the period of time beginning July 1, 2026 through June 30, 2027 for said amount of $40,000.00.

IT IS THEREFORE AGREED AND UNDERSTOOD as follows:

1. PMS will provide for all necessary cleaning of the senior citizen centers in Moriarty, Mountainair, and Estancia for FY27 for the sole consideration of Ten Thousand Dollars ($10,000.00).

Torrance County
P.O. Box 48
205 South Ninth Street
Estancia, New Mexico 87016
505-544-4700

2. Any amount expended for cleaning of said senior citizen centers in excess of the compensation set out herein shall be the responsibility of PMS.
3. PMS will provide all necessary meals and delivery to the senior citizen centers in Moriarty, Mountainair, and Estancia for FY27 for the sole consideration of Forty Thousand Dollars ($40,000.00).
4. Any amount expended for meals and delivery to said senior citizen centers in excess of the compensation set out herein shall be the responsibility of PMS.
5. PMS shall submit a monthly itemized invoice to County in the amount of Four Thousand, One Hundred, Sixty-Six Dollars, and Sixty-Six Cents ($4,166.66) on or before the 25th day of each month and County shall remit payment for said amount within two weeks of receipt.
6. The County may, in its discretion, terminate this Agreement at any time for its convenience, if the Board of County Commissioners does not appropriate funds for it, or if in the judgment of the Board of County Commissioners, sufficient funds are not available by giving PMS written notice of termination. The notice must specify the effective date of termination, which must not be less than 30 days from PMS's receipt of the notice. The County will pay PMS for acceptable services performed before the effective date of termination but will not be liable for services performed after the effective date of termination.
7. The funding provided by County for this agreement is appropriated only for FY27 and future years funding, if any, must be approved by the Board of County Commissioners of Torrance County.
8. This MOA and further agreements shall be governed by the law of the State of New Mexico.
9. This MOA supersedes any prior written or oral agreements or understandings between the parties hereto, regarding the subject matter hereof. This MOA shall not be amended or modified except by writing executed by each of the parties hereto.
10. If required by law, this MOA is not effective until approved by the State Department of Finance Administration or any other necessary State agency.

Torrance County
P.O. Box 48
205 South Ninth Street
Estancia, New Mexico 87016
505-544-4700

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this:

_____ day of _____. 20____.

Torrance County Government
Local Government Name

_____
Local Government Signature Date

Presbyterian Medical Services
Service Provider Name

_____
Service Provider Signature

Torrance County
P.O. Box 48
205 South Ninth Street
Estancia, New Mexico 87016
505-544-4700

MEMORANDUM OF AGREEMENT

Between Presbyterian Medical Services and Torrance County Concerning the Allocation of Funds to Offset the Cleaning Expenses and Meals for Torrance County Senior Citizen Centers

This Memorandum of Agreement ("MOA") is hereby entered into this____ day of _____,_____, between the County of Torrance ("County"), a political subdivision, organized and existing under the laws of the State of New Mexico and Presbyterian Medical Services ("PMS"), a governmental entity, organized and existing under the laws of the State of New Mexico.

WHEREAS, County owns three senior citizen centers within the County, to wit: Moriarty, Estancia, and Mountainair; and

WHEREAS, PMS by agreement with County and through grant funding operates the senior citizen centers; and

WHEREAS, County has heretofore provided cleaning services for the senior citizen centers on a weekly basis, but the need has grown for more frequent cleaning services; and

WHEREAS, the County has approved funding of Ten Thousand Dollars ($10,000.00) to provide for cleaning of the senior citizen centers for FY27; and

WHEREAS, PMS has agreed to provide all necessary cleaning services for the senior citizen centers for the period of time beginning July 1, 2026 through June 30, 2027 for said amount of $10,000.00.

WHEREAS, the County has approved funding of Sixty Thousand Dollars ($60,000) to provide meals and delivery for the senior citizen centers for FY27; and

WHEREAS, PMS has agreed to provide all necessary meal services and delivery for the senior citizen centers for the period of time beginning July 1, 2026 through June 30, 2027 for said amount of $60,000.00.

IT IS THEREFORE AGREED AND UNDERSTOOD as follows:

1. PMS will provide for all necessary cleaning of the senior citizen centers in Moriarty, Mountainair, and Estancia for FY27 for the sole consideration of Ten Thousand Dollars ($10,000.00).

Torrance County
P.O. Box 48
205 South Ninth Street
Estancia, New Mexico 87016
505-544-4700

2. Any amount expended for cleaning of said senior citizen centers in excess of the compensation set out herein shall be the responsibility of PMS.
3. PMS will provide all necessary meals and delivery to the senior citizen centers in Moriarty, Mountainair, and Estancia for FY27 for the sole consideration of Sixty Thousand Dollars ($60,000.00).
4. Any amount expended for meals and delivery to said senior citizen centers in excess of the compensation set out herein shall be the responsibility of PMS.
5. PMS shall submit a monthly itemized invoice to County in the amount of Five Thousand, Eight Hundred, Thirty-Three Dollars, and Thirty-Three Cents ($5,833.33) on or before the 25th day of each month and County shall remit payment for said amount within two weeks of receipt.
6. The County may, in its discretion, terminate this Agreement at any time for its convenience, if the Board of County Commissioners does not appropriate funds for it, or if in the judgment of the Board of County Commissioners, sufficient funds are not available by giving PMS written notice of termination. The notice must specify the effective date of termination, which must not be less than 30 days from PMS's receipt of the notice. The County will pay PMS for acceptable services performed before the effective date of termination but will not be liable for services performed after the effective date of termination.
7. The funding provided by County for this agreement is appropriated only for FY27 and future years funding, if any, must be approved by the Board of County Commissioners of Torrance County.
8. This MOA and further agreements shall be governed by the law of the State of New Mexico.
9. This MOA supersedes any prior written or oral agreements or understandings between the parties hereto, regarding the subject matter hereof. This MOA shall not be amended or modified except by writing executed by each of the parties hereto.
10. If required by law, this MOA is not effective until approved by the State Department of Finance Administration or any other necessary State agency.

Torrance County
P.O. Box 48
205 South Ninth Street
Estancia, New Mexico 87016
505-544-4700

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this:

_____ day of _____. 20____.

Torrance County Government
Local Government Name

_____
Local Government Signature Date

Presbyterian Medical Services
Service Provider Name

_____
Service Provider Signature



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 9-B

PMS
PRESBYTERIAN MEDICAL SERVICES

Feb 04, 2026

Dear Torrance County Manager,

Please see the below schedule of charity care at the Esperanza Family Health Center in Torrance County for 2017-2025. In addition, we have an estimated amount of $8,808 as possibly uncollectible after the discounted amount through the end of December, 2025.

In analyzing our fee schedule (about every 2 years) we look at the cost inflation factor called CPI for Medical, and we also review to make sure our charges are no less than the 50th percentile or higher than the 95th percentile of average New Mexico market fees.

Please let me know if you have any questions.

Sincerely,

Denise Cantu

Director of Finance

2017	176,928.84
2018	142,271.59
2019	188,285.82
2020	136,408.09
2021	95,293.37
2022	80,095.08
2023	89,429.48
2024	136,152.04
2025	113,714.85
Total	**1,158,579.16**

Central Office
1422 Paseo de Peralta, Santa Fe, NM 87501
P.O. Box 2267, Santa Fe, NM 87504
T 505.982.5565 FAX 505.986.8299

LEASE AGREEMENT

ARTICLE ONE: BASIC TERMS

This Article One contains the Basic Terms of this Lease between Landlord and Tenant named below. Other Articles, Sections and Paragraphs of the Lease referred to in the Article One explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

Section 1.01. Date of Lease.	_____ ____, ~~2025~~2026 ("Effective Date").
Section 1.02. Landlord.	County of Torrance, P.O. Box 48, Estancia, New Mexico 87016.
Section 1.03. Tenant.	Presbyterian Medical Services, dba Mountainair Family Health Center, P.O. Box 2267, Santa Fe, New Mexico 87504.

Section 1.04. Property. The parcel of real property in Mountainair, NM described as Block 3, Lots 4, 5, & 6 of the Cooper Addition, Section 32 T4N R7E, NMPM filed in the office of the County Clerk of Torrance County, including a building of approximately 2,609 square feet.

Section 1.05. Lease Term. Ten years from ~~commencement date of execution of the agreement~~the Effective Date~~, as described in Section 2.01 herein plus any partial month after the commencement date subject to the escalation provision contained in Section 1.09, herein.~~.

Section 1.06. Permitted Uses. Outpatient medical related services.

Section 1.07. Security Deposit. None

Section 1.08. Base Rent Payable. ~~Upon execution of this Lease Agreement by Tenant~~Beginning on the Effective Date, Tenant shall pay to Landlord the amount of $2,174.17 per month, $200 per month in United States Dollars, payable to the Landlord on the first day of each month, without offset, deduction, or prior demand, and $1,974 per month in indigent slide fees. These fees are not due to the Landlord in the form of cash, rather services given back to the Community by the Tenant. The monetary rent shall be payable at Landlord's address as stated in Section 1.02. Evidence of annual slide fees must be submitted to the Landlord on a quarterly basis in a form consistent with Exhibit A, attached hereto. Tenant shall ensure that it's charges for service are consistent with not less than the 50th percentile or higher than the 95th

percentile of average New Mexico market fees as indicated on Exhibit B, attached hereto. In the event that in any quarter of any year services provided by Tenant fail to fully offset the lease payment due, the difference shall be payable to the Landlord in cash.

Section 1.09. Escalation of Rent: On each anniversary of the Effective Date, tThe base rent as set out herein shall increase on an annual basis from the effective date of this Agreement at a rate consistent with the cost inflation factor known as CPI for Medical. For reference, this shall be the U.S. Consumer Price Index for Medical Care calculated by the Bureau of Labor Statistics. At least thirty (30) days prior to each anniversary of the Effective Date, Landlord shall notify Tenant of the applicable base rent for the upcoming year.

Commented [DD1]: This might need a little work. I have drafted such that Landlord informs tenant of price increase, but they may prefer we undertake this exercise on our own. Might be hard to remember. I would suggest maybe agreeing to an annual increase of say 2% and incorporating a rent table that shows the applicable rent for each of the ten years?

Section 1.10. Board of Finance Approval. Landlord and Tenant agree that this Lease Agreement Shall be effective only upon approval by the New Mexico Board of Finance.

Section 1.11. Selection Process. The Lessee (Tenant) was selected by renewal and renegotiation of a previous Agreement, which was negotiated in an arm's length transaction between Landlord and Tenant.

ARTICLE TWO: LEASE TERMS

Section 2.01. Lease of Property for Lease Term. Landlord agrees to lease the Property to Tenant and Tenant agrees to lease the Property from Landlord for the Lease Term on a "triple net" basis (except that neither party is required to pay property taxes). The lease Term shall be as set forth in Section 1.05. Upon entry upon the Property as provided in this Section 2.01, all of the provisions of this Lease shall be in full force and effect, and Tenant shall be deemed to have accepted the Property. The Lease Term for any or all purposes, including the payment of rent, shall commence on the Eeffective Ddate of ~~July 1, 2008~~_____, 2026.

Section 2.02. Excuse of Landlord's Performance. Landlord shall not be in default with respect to the performance of this Lease if such failure of performance shall be due to any strike, lockout, government regulations or controls, act of God, or other cause beyond the control of Landlord.

Section 2.03. Section 2.03. Holding Over. Tenant shall vacate the Property upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify Landlord against all damages incurred by Landlord from any delay be Tenant in vacating the Property. If Tenant does not vacate the Property upon the expiration or earlier termination of the Lease and Landlord thereafter accepts rent from Tenant, Tenant's occupancy of the Property shall be a "month to month"

tenancy, subject to all of the other terms of this Lease, except that the Base Rent shall then be the fair market lease rate of the Property.

ARTICLE THREE: OTHER CHARGES PAYABLE BY TENANT

Section 3.01. Utilities. Tenant shall pay directly to the appropriate supplier the cost of all natural gas, heat, light, power, sewer service, telephone, water, refuse disposal and other utilities and services supplied to the Property.

Section 3.02. Insurance.

(a) Liability Insurance. Tenant shall procure and maintain at its own cost and expense, during the Lease Term, a policy or policies of insurance insuring Landlord and Tenant to the amount of $1,000,000.00 against loss or damage or any claim thereof resulting from the injuries to or the death of any number of persons from any on occurrence, as the result, or by reason of the ownership of said demised premises by Landlord and the use thereof by said Tenant. Said policy or policies shall be subject to periodic increases based upon inflation, increased liability awards, recommendation of professional insurance advisors, and other relevant factors as reflected in literature published by the American Insurance Services Agency. However, the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligations hereunder. The policy shall contain cross-liability endorsements and shall insure Tenant's performance of the indemnity provisions of Subsections 5.03(a), (b), (c) and (d). Tenant shall, at Tenant's expense, maintain such other liability insurance as Tenant deems necessary to protect Tenant.

(b) Hazard Insurance. During the Lease Term, Landlord shall maintain policies of insurance at Landlord's expense, subject to availability of funds within any fiscal year, covering loss of or damage to the Property, on a replacement cost basis, in the full amount of its replacement value or in such greater amount as may be required by any lender holding a security interest in the Property, so long as such greater amount does not exceed the face amount of the obligation to said lender applicable to the Property. Such policies shall provide protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), sprinkler leakage, earthquake sprinkler leakage and inflation guard endorsement, and any other perils which Landlord deems

necessary. Tenant shall, at Tenant's expense, maintain such primary or additional insurance on its fixtures, equipment and building improvements as Tenant deems necessary to protect its interest. Landlord retains the right to terminate this Agreement in the event the Board of County Commissioner's elects not to appropriate funds for hazard insurance. Landlord retains the right to terminate this Agreement in the event the Board of County Commissioner's elects not to appropriate funds for the Maintenance, Repair and Replacement of any portion or component of the Property.

(c) Payment of Premiums: Insurance Policies. Tenant shall pay all premiums for the insurance policies as they come due, covering the Property described in Subsection 1.04 within fifteen (15) days. If

the Lease term expires before the expiration of the insurance policy period, Tenant's liability for insurance premiums shall be prorated on an annual basis. Tenant shall be liable for the payment of any deductible amount under such insurance policies.

(d) General Insurance Requirements. All policies required under this Lease shall be written by insurance companies licensed to provide the type of coverage noted in the State of New Mexico. Each policy of insurance required under this Lease shall contain an endorsement providing that neither said policy nor any coverage provided therein may be in any way be canceled, reduced, diminished, or otherwise abrogated without ten (10) days' prior written notice to Landlord and any lender holding a security interest on the Property whose address has been provided to Tenant. All insurance policies required under this Lease shall be written by insurance companies subject to the reasonable approval of landlord and lender holding a security interest on the Property, which approval shall be based upon the financial stability and rating of such• insurance companies with generally accepted insurance rating services. At the time provided for the procurement of insurance coverage as noted in this Lease and not less than fifteen (15) days prior to the expiration of each policy, Landlord shall deliver to Tenant a copy of certificates issued by this insuring company or companies evidencing all coverages, endorsements and policy limits required herein. Each policy of insurance required under the terms of this Lease shall be written

as a primary policy and not contributing with or in excess of any policy which may be carried by Landlord. All policies required hereunder shall name landlord as a named insured. Landlord, at Tenant's expense, shall carry insurances as required in this Lease in such amounts as to prevent the imposition of a coinsurance penalty in the event of loss notwithstanding any other provision of this Lease. Tenant covenants that any and all sub-tenants, assignees and licensees of Tenant shall, prior to commencing occupancy or use of any portion of the Property, obtain and after maintain in full force and effect throughout the period of said occupancy or use, insurance with respect to said parties businesses, properties and actions in the same names, coverages and amounts and with the same endorsements as required of Tenant herein. In addition, Tenant covenants that each such sub-tenant, assignee and licensee will provide Landlord will all evidences of coverage which are required of Tenant herein, and that said insurance will meet any and all standards and requirements imposed on Tenant herein.

Section 3.03. Accrual of Interest. In the event that Tenant fails to timely make any payment to be made by Tenant under the provisions of this Lease and Landlord reasonable believes that said payment should be made in order to protect or preserve the Property or the rights and benefits of Landlord. Landlord may make such expenditure or payment on the account of Tenant, in which case Tenant shall reimburse Landlord therefore within ten (10) days of receipt of notice of the expenditure or payment by Landlord, which notice shall be accompanied by evidence of such expenditure or payment and request for reimbursement.

Should Tenant fail to so reimburse Landlord within said ten (10) days, or should any other payment due to Landlord hereunder remain unpaid after the expiration of ten (10) days following notice to Tenant of Tenant's failure to make such payment, the sums due to Landlord shall accrue interest from the date of payment or disbursement by Landlord at a rate equal TWELVE PERCENT (12%) annum. Such interest shall be considered "Additional Rent" hereunder.

ARTICLE FOUR: USE OF PROPERTY

Section 4.01. Permitted Uses. Tenant may use the property only for the Permitted Uses set forth in Section 1.06 above.

Section 4.02. Manner of Use. Tenant shall not cause or permit the Property to be used in any way which constitutes a violation of any law, ordinance or governmental regulation or order, or which constitutes a nuisance or waste. Once the initial Certificate

of Occupancy has been issued for the Property, Tenant shall obtain any pay for all permits, including any Certificate of Occupancy, required for Tenant's occupancy of the Property and shall promptly take all substantial and non-substantial actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use by Tenant of the Property, including the Occupational Safety and Health Act.

Section 4.03. Indemnities and Waiver. Tenant will be financially responsible to hold Landlord free, clear and harmless from and against any and all liabilities, losses, damages, costs, expenses (including attorney's fees), causes of action, judgments, suits, claims, liens and demands of any kind or nature whatsoever, including consequential losses and damages arising from, with respect to, or in connection with (a) Tenant's use or occupancy of the property and/or the use or occupancy of the Property by any subtenant or licensee of Tenant; (b) the conduct of Tenant's business or anything else done or permitted by Tenant to be done in, on or about the Property; (c) any condition existing upon the Property for which Tenant is responsible under the terms of this Lease, but excluding any conditions which existed prior to the commencement of the Lease Term; (d) any act or omission or anything else done or permitted to be done on or about the Property by Tenant, its officers, directors, employees, servants, agents, contractors, subtenants, assignees, licensees, customers or business invites; (e) any violation or alleged breach of any agreement or any failure or alleged failure of Tenant under this Lease; and (g) any act, omission, event, occurrence, condition or consequence which would be the subject of and/or insured against under any policy of insurance required of Tenant under the provisions of Subsections 3.02(a) and (b) above to the extent not actually covered by insurance procured therefore, notwithstanding anything in the foregoing which might indicate to the contrary; excluding, however any of the matters for which Landlord indemnifies Tenant herein. Tenant shall defend Landlord with respect to the matter indemnified at Tenant's expense using Tenant's counsel.

Section 4.04. ~~Q~~Quiet Possession. If Tenant pays the rent and complies with all other terms of this Lease, Tenant may occupy and enjoy the Property for the full Lease Term, subject to the provisions of this Lease.

ARTICLE FIVE: CONSTRUCTION; CONDITION OF PROPERTY; MAINTENANCE, REPAIRS AND ALTERATIONS

Section 5.01. Alterations. Additions and Improvements. Tenant shall not make any ~~such~~ alterations, additions or improvements to the Property without Landlord' s prior written consent. Tenant shall promptly remove any alterations, additions or improvements constructed in violation of this Section 5.01upon Landlord's written request. All alterations, additions and improvements consented to will be accomplished at Tenant's sole expense and in a good and workmanlike manner, in conformity with all applicable law and regulations, and by a licensed contractor.

Section 5.02. Landlord's Obligation for Maintenance. Repair and Replacement. Landlord shall have no obligation of any nature for the maintenance of the Property or the repair or replacement of all or any portion thereof of any component thereof during the Lease Term, except as follows: Landlord covenants and agrees, subject to availability of funds within any fiscal year, at its expense to keep, maintain and replace, if necessary, the structural components and major systems, including, without limitation, the roof, roof membrane, roof covering, load-bearing walls and floor slabs and masonry walls and foundations, as well as HVAC, plumbing and electrical systems in good condition and repair. Landlord retains the right to terminate this Agreement in the event the Board of County Commissioner's elects not to appropriate funds for the Maintenance, Repair and Replacement of any portion or component of the Property

. Section 5.03. Tenant's Obligation for Maintenance. Repair and Replacement. Subject only to the items to be maintained by Landlord per Section 5.02 above, from and after the time Tenant accepts the Property, which acceptance will not unreasonably be withheld, Tenant shall keep the Property (including, but not limited to ordinary, non-structural, interior, exterior and landscaped areas, all systems and equipment, as well as any and all other portions of the Property) in good order, condition and repair during the Lease Tenn and any continued period of occupancy by Tenant thereafter. It is the intention of Landlord and Tenant that, at all times during the Lease Term, and Tenant's occupancy, Tenant shall solely maintain the Property in an attractive, fully operative condition, replacing such parts and components thereof as may be necessary to maintain such condition.

Section 5.04. Condition Upon Termination. Upon the termination of the Lease, Tenant shall surrender the Property, including any alterations and improvements, to Landlord broom clean and in the same condition as received except for ordinary wear and tear. Tenant may remove Tenant's furniture, sales display fixtures and equipment which can be removed without material damage to the property. Tenant shall repair, at Tenant's expense, any damage to the Property caused by the removal of any such furniture, sales display fixtures or equipment.

. Section 5.05. Signs. Tenant shall procure Landlord's prior written consent before placing or erecting any sign or lettering on the exterior of the Property, which approval shall not be unreasonably withheld.

ARTICLE SIX: DAMAGE OR DESTRUCTION

Section 6.01. Damage to Property. Tenant shall notify Landlord in writing immediately upon the occurrence of any damage to the Property. Further, immediately upon the occurrence of any damage to the Property by Tenant, or its agents, employees, subcontractors or those who enter upon the property at the request of Tenant, Tenant shall commence and thereafter diligently pursue to completion, at its sole cost and

expense, full repair of such damage or destruction including, if necessary, any and all reconstruction necessary to place the Property in good order, repair and condition. Tenant shall utilize only qualified contractors licensed in the State of New Mexico to perform the work necessary to affect such repair and reconstruction (and such contractor may be Tenant if Tenant is so licensed). Landlord shall assign any interest it may have in any insurance proceeds resulting from such damage or deconstruction to Tenant for purposes of utilizing said proceeds in paying the costs of repair and reconstruction. Notwithstanding anything in this Lease to the contrary, Tenant's repair and reconstruction obligations under the provisions of this Section 7.01 shall survive the termination of the Lease, the termination of the Lease Term and/or the termination of Tenant's occupancy hereunder. Tenant shall have the right to negotiate with any insurer of the Property relative to the payment of insurance proceeds payable on account of such damage or destruction and to utilize such proceeds in fulfilling its obligations under this Section 7.01.

ARTICLE SEVEN: CONDEMNATION

If all or any portion of the Property is taken under the power of eminent domain or sold under the threat of that power (all of which are called "Condemnation"), this Lease shall terminate as to the part taken or sold on the date the condemning authority takes title or possession, whichever occurs first. If more than TWENTY PERCENT (20%) of the floor area of the building portion of the Property is taken, either Landlord or Tenant may terminate this Lease as of the date the condemning authority takes title or possession, by delivering written notice to the other within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes possession). If neither Landlord nor Tenant terminates this Lease, this Lease shall remain in effect as to the portion of the floor area of the building portion of the Property not taken, except that the Base Rent shall be reduced in proportion to the reduction in the floor area. Any Condemnation award or payment shall be distributed in the following order: (a) first, to any ground Lessor, mortgage or beneficiary under a deed of trust encumbering the Property, the amount of its interest in the property; (b) second, the Tenant, only the amount of any award specifically designated for loss of or damage to Tenant's trade fixtures or removal personal property; and (c) third, to Landlord, the reminder of such award, whether as compensation for reduction in the value of the leasehold, the taking of the fee, or otherwise. If this Lease is not terminated, Landlord shall repair any damage to the Property caused by the Condemnation, except that landlord shall not be obligated to repair any damage for which Tenant has been reimbursed by the condemning authority, and if the severance damages received by Landlord are not sufficient to pay for such repair, Landlord shall have the right to terminate this Lease unless Tenant agrees to pay Landlord the difference between the cost of such repair and the amount of severance damages received by Landlord.

ARTICLE EIGHT: ASSIGNMENT AND SUBLETTING

Section 8.01. Landlord's Consent Required. No portion of the Property or of Tenant's interest in this Lease may be acquired by any other person or entity, whether by assignment, mortgage, sublease, transfer, operation of law, or act of Tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld. Any assignment, mortgage, sublease, transfer, operation of law, or act of tenant purporting to transfer Tenant's interest or portion thereof, is subject to approval of the New Mexico Board of Finance

Section 8.02. No Release of Tenant. Unless otherwise agreed by Landlord in writing, no transfer permitted by this Article Nine shall release Tenant or change Tenant's primary liability to pay the rent and to perform all other obligations of Tenant under this Lease. Landlord's acceptance of rent from any other person is not a waiver of any provision of this Article Nine. Consent to one transfer is not a consent to any subsequent transfer. If Tenant's transferee defaults under this Lease, Landlord may proceed directly against Tenant without pursuing remedies against the transferee.

Section 8.03. Landlord's Election. Tenant's request for consent to any transfer described in Section 9.01 above shall be accompanied by a written statement setting forth the details of the proposed transfer, including the name, business and financial condition of the prospective transferee, financial details of the proposed transfer (e.g., the term of the rent and security deposit payable under any assignment or sublease), and any other information Landlord reasonably deem relevant. Landlord shall have the right to withhold consent, if reasonable or to grant consent.

Section 8.04. No Merger. No merger shall result from the Tenant's sublease of the Property under this Article Nine, Tenant's surrender of this Lease or the termination of this Lease in any other manner. In any such event, Landlord may terminate any or all sub-tenancies or succeed to the interest of Tenant as sub-landlord thereunder.

ARTICLE NINE: DEFAULTS; REMEDIES

Section 9.01. Covenants and Conditions. Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the property is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions; provided, however, that nothing in this sentence shall be constructed to reduce any notice, cure or performance periods set forth herein if specific periods of time are stated for any such notice, cure or performance.

Section 9.02. Defaults. Tenant shall be in material default under this Lease:

(a) If Tenant abandons the Property or if Tenant vacates the Property except for remodeling or other permitted purposes herein;

(b) If Tenant fails to pay rent or any other charge required to be paid by Tenant, as and when due or fails to procure and maintain insurance as required herein if such failure in either of said events continues for ten (10) days following notice to Tenant of said failure;

(c) If Tenant fails to perform any of Tenant's non-monetary obligations under this Lease for a period of thirty (30) days after written notice from Landlord; provided that if more than thirty (30) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the 30-day period and thereafter diligently pursues its completion.

(d) (i) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement if filed by or against Tenant and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to

take possession of substantially all of Tenant's assets located at the Property or of tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (iv) if substantially all of Tenant's assets located at the Property or of Tenant's interest in the Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this Subparagraph (d) is not in default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as additional Rent, the difference between the rent (or any other consideration) paid in connection with such assignment or sublease and the rent payable by Tenant hereunder.

Section 9.03. Remedies. On the occurrence of any material default by Tenant, Landlord may, at any time thereafter, without limiting Landlord in the exercise of any right or remedy which Landlord may have:

(a) Terminate Tenant's right to possession of the Property by any lawful means, in which case this Lease shall terminate, and Tenant shall immediately surrender possession of the Property to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default,

including, (i) the worth at the time of the award of the unpaid Base Rent, Additional Rent and other charges which had been earned at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which would have been earned after termination until the time of the award exceeds the amount of such rental loss that Tenant proves could have reasonably been avoided; (iii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which would have been paid for by the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Landlord in maintaining or preserving the Property after such default, the cost of recovering possession of the Property, expenses of relating, including necessary renovation or alteration of the Property, Landlord's reasonable attorneys' fees incurred in connection therewith, any real estate commission paid or payable. As used in Subparts (i) and (ii) above, the "worth at the time of award" shall be computed by allowing interest on unpaid amounts from the date that said amounts accrue or would have accrued under the terms of this Lease until the date that said amounts accrue or would have accrued under the terms of this Lease until the time of award at a fluctuating interest rate recomputed on the first day of each calendar month and equal to ONE PERCENT (1%) above the prime rate of interest at Nations Bank N.A. (Albuquerque, New Mexico) on the first day of each month. As used in Subpart (iii) above, the "worth at the time of the award" shall be computed by discounting such amount at the discount rate of Federal Reserve Bank of San Francisco at the time of the award, plus ONE PERCENT (1%). If Tenant fails to cure any material default after proper notice given by Landlord, if necessary under the terms of this Lease, Landlord shall have the option of (i) retaking possession of the Property and recovering from Tenant the amount specified in this Subparagraph (a) or (ii) proceeding under Subparagraph (b) below. In order to assist in the mitigation of damages, Landlord agrees to be reasonable in considering the acceptance of any prospective tenant for the Property who is referred to Landlord.

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Property. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to Landlord under the law or judicial decisions of the state in which the Property is located.

Section 9.04. Cumulative Remedies. Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

ARTICLE TEN: TERMINATION

Section 10.01. It is specifically agreed that this Lease Agreement may be terminated by either party at any time upon one hundred eighty (180) days written notice with or without cause. Upon such termination, all provisions herein relating to termination of vacation of the premises shall apply.

ARTICLE ELEVEN: ESTOPPEL CERTIFICATES

Section 11.01. Estoppel Certificates. Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a statement certifying (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not at default under this Lease (or, if Landlord is claimed to be in default, stating why); and (v) such other matters as may be reasonably required by Landlord or the holder of a mortgage, deed of trust or lien to which the Property is or becomes subject. Tenant shall deliver such statements to Landlord within ten (10) days after Landlord's request.

ARTICLE TWELVE: LEGAL COSTS

Section 12.01. Legal Proceedings. Tenant shall indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liabilities incurred by Landlord if Landlord becomes or is made a party to claim or action (a) instituted by Tenant, or by any third party against Tenant, or by or against any person holding any interest under or using the Property by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or any contractor of Tenant; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in

a bankruptcy proceeding involving Tenant, or other proceeding involving Tenant under Title 1 1 of the United States Code, as amended. Tenant's indemnity obligations pursuant (a), (b) and (c) of the preceding sentence shall be limited to claims and actions involving or relating to the Property, this Lease or any related transactions thereof and operations and activities thereon. Tenant shall defend Landlord against any such claim or action described in (a), (b) or (c) above at Tenant's expense or, at Tenant's election, Tenant shall reimburse Landlord for any legal fees or costs incurred by Landlord in any claim or action.

ARTICLE THIRTEEN: MISCELLANEOUS PROVISIONS

Section 13.01. Non-Discrimination. Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Property or any portion thereof.

Section 13.02. Landlord's Liability: Certain Rules.

(a) Tenant shall give written notice of any failure by Landlord to perform any of its obligations under this Lease to landlord and to any ground lessor, mortgagee or beneficiary under any deed of trust encumbering the Property whose name and address have been furnished to Tenant in writing. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within thirty (30) days after receipt of Tenant's notice, unless continued failure to cure constitutes a bona fide threat of immediate injury to persons or immediate damage to property, in which case said notice shall so assert and the cure period shall be limited to five (5) days after receipt of Tenant's notice. However, if such non-performance reasonably requires more than thirty (30) days (or, if applicable, five (5) days) to cure, Landlord shall not be in default if such cure is commenced within said 30-day (or 5day) period and is therefore diligently pursued to completion.

Section 13.03. Severability. A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision of this Lease, which shall remain in full force and effect.

Section 13.04. Interpretation. The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a party of the terms or

provisions of this Lease. Whatever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the others. In any provision relating to the conduct, acts or omission of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Property with Tenant's expressed or implied permission.

Section 13.05. Incorporation of Prior Agreements: Modifications. This lease supersedes any and all prior or contemporaneous discussions, negotiations and agreements between the parties hereto, and not other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

Section 13.06. Notices. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to the address specified in 1.03 above. All notices shall be deemed delivered at the time of personal delivery or, if dispatched by mail, seventy-two (72) hours after the same have been dispatched unless return receipt evidences earlier deliver, in which case the date and time evidence by said delivery shall be deemed the delivery and effective date off mailed notice.

Section 13.07. Waivers. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provisions of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement. Tenant may accompany any payment to Landlord with a letter of protest if Tenant so elects.

Section 13.08. No Recordation. Tenant shall not record this Lease without prior written consent from Landlord. However, either Landlord or Tenant may require that a "Short Form" memorandum of this Lease executed by both parties be recorded at the expense of the requesting party.

Section 13.09. Binding Effect: Choice of Law. This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenant's successor unless the lights or interest of Tenant's successor are acquired with the terms of this Lease. The law of the State of New Mexico governs this Lease.

Section 13.10. Corporate Authority. Each person executing this Lease on behalf of Tenant represents and warrants that he has full authority to do so and that this lease

binds the corporation. Each person executing this Lease on behalf of Landlord represents and warrants that he has full authority to do so and that this Lease binds the Landlord.

Section 13.11. Joint and Several Liability. All parties signing this Lease as Tenant shall be jointly and severally liable for all obligation of Tenant.

Section 13.12. Force Maieure. If Landlord cannot perform any of its obligations due to events beyond Landlord's control, or if Tenant cannot perform any of it obligations (other than an obligation to pay money or provide insurance coverage) due to events beyond Tenant's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond a party's control include, but are not limited to, acts of God, war civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions. Nothing herein shall be constructed to permit the delay of the commencement of the Lease Term beyond the time notice in Section 2.01.

Section 13.13. Execution of Lease. This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. The delivery of the Lease by Landlord and Tenant shall not be deemed to be an offer and shall not be binding upon either party until executed and delivered to both parties.

ARTICLE FOURTEEN: BROKERS AND CONDITIONS TO LEASE

Section 14.01. Broker's Fee. Landlord and Tenant warrant to each other that neither Landlord nor Tenant has negotiated with any agents, brokers, finders or other parties with whom the warranting party has dealt who are or may be entitled to any commission or fee with respect to this Lease.

LANDLORD

TORRANCE COUNTY COMMISSION

_____
Ryan Schewebach, Chair - District 2

_____
Kevin McCall, Vice Chair - District 2

_____
Linda Jaramillo - District 3

TENANT

By:_____

~~Title:~~ Steven C. Hansen, CEO

Date: _____

NM DEPARTMENT OF FINANCE AND ADMINISTRATION – BOARD OF FINANCE

By:_____

Title:_____

Date: _____

PMS
PRESBYTERIAN MEDICAL SERVICES

ATTACHMENT A

ESPERANZA FAMILY HEALTH CENTER

INDIGENT SLIDE

YEAR	SLIDE TOTAL
2010	$326,663.00
2011	$314,453.00
2012	$293,542.00
2013	$191,357.00
2014	$143,989.00
2015	$153,468.00
2016	$191,458.00
2017	$176,929.00
2018	$142,272.00
TOTAL	$1,934,131.00

PMS
PRESBYTERIAN MEDICAL SERVICES

ATTACHMENT B

Esperanza Family Health Center

December 16, 2019

Dear Torrance County Manager,

In 2019, PMS provided an estimated $191,124 of charity care at the clinics in Torrance County. In addition, we have estimated an additional amount of $50,000 as possibly uncollectible after the discounted amount for the time period 2010-2019.

In analyzing our fee schedule (about every 2 years) we look at the cost inflation factor called CPI for Medical, and we also review to make sure our charges are no less than the 50th percentile or higher than the 95th percentile of average New Mexico market fees.

Please let me know if you have any questions.

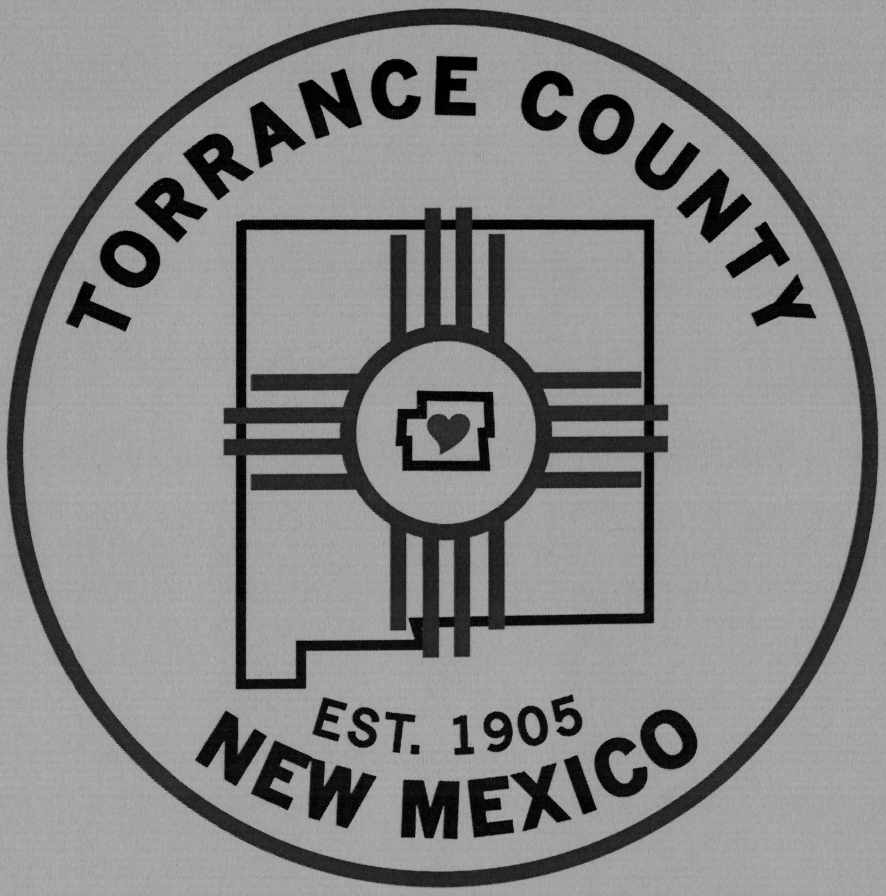
Sincerely,

Jennifer Forester
CONTROLLER
1422 Paseo de Peralta | Santa Fe, NM 87501
OFFICE 505-820-3481
EMAIL jennifer.forester@[illegible]



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 9-C



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 9-D



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 9-E

Request to Reclassify Delinquent Tax Field Specialist I to Delinquent Tax Field & Property Specialist I and Approve a $1.50/Hour Wage Increase

Chairman and Commissioners,

I am requesting Commission approval to change the position title of Delinquent Tax Field Specialist I to Delinquent Tax Field & Property Specialist I, approve the expanded position specifications provided in your backup documentation, and approve a $1.50 per hour wage increase for Miles Rodriguez based on the additional responsibilities being assigned to this position.

I want to emphasize that this is more than a title change or simply a request for a pay increase. My goal is to expand a program that has already demonstrated measurable results and use it to take a more proactive approach to delinquent property tax collection throughout Torrance County.

Results We Have Already Seen

Miles began actively working delinquent manufactured/mobile home accounts in the field in February.

Since that time, his collection efforts have resulted in $279,161.05 in previously delinquent manufactured/mobile home taxes being collected.

Those results demonstrate what can happen when we have an employee consistently working delinquent accounts in the field, making contact, locating properties, following up with taxpayers, and encouraging payment rather than simply allowing accounts to remain delinquent.

Why I Am Proposing the Position Expansion We currently have approximately **3,297** delinquent properties in Torrance County.

The State is also currently working on another property auction, with a goal of approximately **400** delinquent properties potentially being addressed through that process.

Rather than waiting until delinquent properties reach the final stages of the State auction process, I would like the Treasurer's Office to become more proactive in working these accounts.

By expanding this position from primarily working delinquent manufactured/mobile homes to also working delinquent real property, we can begin consistently reaching property owners earlier and encouraging them to resolve their delinquent taxes before their property proceeds to auction.

Additional Responsibilities

Under the proposed Delinquent Tax Field & Property Specialist I position, Miles will continue his existing delinquent manufactured/mobile home responsibilities, but his duties will expand to include delinquent real property.

As reflected in the yellow-highlighted portions of the proposed position specification provided to the Commission, these additional responsibilities will include:

● Conducting field work on delinquent real-property accounts throughout Torrance County;

● Locating delinquent properties and verifying property information;

● Posting or attaching County-approved delinquent tax notices and/or property tags as authorized; ● Documenting each property visit, including the date, property location, parcel or account information, and outcome of the visit;

● Photographing and documenting field activity when appropriate;

● Maintaining records of field visits, notices or tags posted, taxpayer contacts, and collection activity;

● Conducting follow-up visits on properties that remain delinquent;

● Communicating professionally with taxpayers regarding delinquent balances, deadlines, payment procedures, and available options;

● Coordinating with Treasurer's Office staff, other County departments, and appropriate State agencies to verify ownership, property locations, property status, and other information necessary for delinquent tax collection; and

● Following additional safety procedures associated with conducting property visits and working independently in the field.

The updated position also recognizes the increased physical and field requirements of traveling throughout the County, walking on uneven or unimproved surfaces, locating properties, posting notices, and documenting field activity.

Why This Benefits Torrance County

The purpose is not simply to send more properties to auction.

The goal is to prevent as many properties as reasonably possible from reaching that point by making contact with taxpayers and encouraging them to come into the Treasurer's Office and resolve their delinquent taxes.

With approximately **3,297** delinquent properties, there is a substantial opportunity for additional collection.

We don't have to collect every one of those accounts for this effort to make a difference. If consistent field contact results in even a portion of those taxpayers paying their delinquent taxes, that means revenue is being collected sooner rather than remaining outstanding until a property eventually reaches the State auction process.

This creates the opportunity for a more consistent flow of revenue instead of having thousands of delinquent accounts sitting outstanding.

It can also benefit the taxpayer. If we can reach a property owner, make them aware of the seriousness of the delinquency, and get them into our office to resolve the account before the property reaches auction, that is a better outcome whenever possible.

Why I Am Requesting the $1.50 Increase

With this proposal, Miles is being asked to take on substantially more responsibility and a significantly larger field workload.

The requested $1.50 per hour increase equals approximately $3,120 per year in additional base wages for a full-time, 40-hour-per-week position.

I believe that is a reasonable investment when compared with both the additional responsibilities of the position and the results we have already seen.

In approximately seven months of actively working delinquent manufactured/mobile home accounts, Miles's efforts have resulted in $279,161.05 in delinquent taxes being collected.

I am not suggesting that all of those collections should be considered new revenue or that they belong to Miles—they are taxes that were already owed. What his performance demonstrates, however, is the effectiveness of having someone consistently and proactively working these delinquent accounts.

Now we have an opportunity to take that same approach and expand it to approximately **3,297** delinquent properties.

My Recommendation

For these reasons, I respectfully recommend that the Commission approve:

The position title change from Delinquent Tax Field Specialist I to Delinquent Tax Field & Property Specialist I; the revised position specifications reflecting the additional real-property and field collection responsibilities; and a $1.50 per hour wage increase for Miles Rodriguez associated with these expanded responsibilities.

I believe this gives the Treasurer's Office another tool to proactively address delinquent taxes, increase collections, provide more consistent revenue flow, reduce the number of accounts sitting delinquent for extended periods, and potentially resolve more accounts before they reach the State auction process.

Instead of waiting for delinquent properties to reach auction, I want us to go after the revenue that is already owed to Torrance County. We have seen that proactive collection works. This proposal allows us to expand that effort and gives Miles the responsibility to actively work those delinquent properties throughout the County.

That is why I believe the position change and the requested $1.50 per hour increase is justified and in the best interest of Torrance County.

POSITION SPECIFICATIONS

POSITION TITLE: Delinquent Tax Field & Property Specialist I
REPORTS TO: County Treasurer

Job Summary:

Under the supervision of the County Treasurer, the Delinquent Tax Field & Property Specialist I is responsible for identifying and conducting field follow-up on delinquent mobile homes and real property accounts; verifying mobile home vehicle identification numbers; locating delinquent properties; placing approved notices of lien, delinquent tax notices, and/or property tags at property locations as authorized; serving demand warrants; documenting and photographing field activity as appropriate; completing tax roll corrections for destroyed or un-locatable mobile homes; maintaining accurate delinquent account records; and working with taxpayers to collect delinquent property taxes.

Minimum Qualifications:

1. High School Diploma or GED required.
2. Must have a valid New Mexico's Driver's license.
3. Work experience in office setting required.
4. One (1) year of experience in tax collection required.
5. Ability to understand and communicate in English.
6. Knowledge of basic math.
7. Knowledge of map descriptions.
8. Knowledge of how to properly operate calculators, computers and other office equipment.
9. Knowledge of filing systems and various office routines.
10. Ability to accept and carry out orders from Treasurer, Chief Deputy Treasurer and/or other supervising staff.
11. Ability to perform the essential duties listed below.
12. Ability to perform the essential duties in the work conditions described below.
13. Ability to work with the equipment, tools and materials listed below.
14. Ability to effectively communicate with co-workers, customers and other offices.
15. Must know how to use Microsoft Office software applications.

Essential Duties and Responsibilities:

1. Assist customers either in person, on the telephone and/or via email in a courteous and helpful manner.
2. Receive monies for payment of taxes at the counter and by mail and processes all payments accurately. Verifies that the amounts listed on tax bills and checks for payments are equal and prepare payments to be entered into the computer system. Balance daily income with report and make deposits.
3. Post payments, handle money accurately and balance large sums of money, and create bank deposits daily. Maintain and balance cash drawer and secure it in the vault daily as needed.
4. Prepare miscellaneous and tax receipts.
5. Assist in the completion of research pertaining to previous tax payments and other matters of importance to the Treasurer's Office. Assist abstract companies, lending agencies, and all State Agencies with research of tax records.
6. Assist in a wide variety of other office duties including but not limited to: typing memos, letters and emails, processing and maintaining reports, office supply orders, and various bookkeeping duties as needed.
7. Must be willing to pick up daily mail and make deposits at the bank as needed.
8. Must be able to maintain concentration in order to perform duties of a repetitive nature.
9. Must have interpersonal skills to work in an open setting and maintain concentration with frequent distractions.
10. Must be able to read and copy information quickly and accurately.
11. Must be able to write or print legibly to ensure that records are preserved for future use.
12. Direct and assist in supervising and/or training subordinate personnel, if requested to do so by the Treasurer or Chief Deputy Treasurer.
13. Must be able to perform all duties with minimal supervision. Employee may be required to work irregular hours, attend job-related meetings and/or trainings.
14. Produce a monthly status report on delinquent tax collection and field efforts as requested.
15. Contact taxpayers with delinquent mobile home and real property accounts and work to collect taxes due to the County.
16. Use computer systems and available databases to research delinquent accounts and locate last known addresses, phone numbers, property locations, and other information necessary for collection and field follow-up.
17. Maintain a spreadsheet or database of delinquent account status, field visits, notices or tags posted, taxpayer contacts, and collection activity.
18. Perform field work on delinquent mobile home accounts, including locating mobile homes, verifying vehicle identification numbers, placing notices of lien at property locations, serving demand warrants, and documenting field activity.
19. Perform field work on delinquent real property accounts identified by the Treasurer's Office, including locating properties, verifying property information, and posting or attaching County-approved delinquent tax notices and/or property tags as authorized.
20. Document each delinquent property field visit, including the date, property location, parcel or account information, outcome of the visit, and photographs when appropriate, and maintain accurate records of all field activity.

21. Conduct follow-up visits on delinquent properties as directed and communicate professionally with taxpayers regarding delinquent balances, payment procedures, deadlines, and available options.
22. Follow the Assessor's Office process when identifying destroyed or un-locatable mobile homes in the completion of a tax roll correction.
23. Assist the Assessor's Office in the continued effort to clean up legal descriptions and mailing addresses for mobile home and delinquent property accounts.
24. Remove situs address on mobile home accounts which have been identified as destroyed or un-locatable and report changes to GIS/GPS Analyst.
25. Coordinate with Treasurer's Office staff, other County departments, and appropriate State agencies as necessary to verify ownership, location, property status, and other information related to delinquent tax collection.
26. Follow established safety procedures during field visits and immediately report unsafe conditions or confrontational situations.
27. Perform any other duties as assigned.

Physical Functions:

1. Ability to lift up to 20 pounds from waist level to shoulder level or from waist level overhead. Ability to lift and/or carry up to 30 pounds. A dolly may be used in transporting supplies throughout the building that are heavy.
2. Ability to sit up to 4 hours at a time, up to 10 hours total per day. Opportunities do exist to move about as necessary.
3. Ability to stand and/or walk for extended periods as necessary while performing field work, including walking on uneven or unimproved surfaces.
4. Must have the ability to crouch, bend, and move as necessary while retrieving documents in the office and while inspecting, locating, or posting notices at properties in the field.
5. Ability to work with arms bent for 4 hours, a total of 10 hours per day.
6. Ability to push/pull with arms with a force up to 5 pounds, up to 15 times total per day.
7. Ability to use hands and fingers to grasp/manipulate equipment and materials, to include paperwork, telephone, keyboard, calculator, tax roll books, and other items necessary to complete essential duties.
8. Ability to coordinate use of hands and eyes in the operation of equipment, such as computer, calculator, and copier.

Working Conditions:

1. Work is performed indoors and outdoors.
2. Work indoors is performed in a temperature controlled environment. Work outdoors is performed where the worker is exposed to natural weather, including temperature changes, wetness and/or humidity.
3. Work indoors is performed on an even surface, which may be carpeted or tiled. Outdoor work surface is natural ground, asphalt, or concrete, and may be wet, dry, dusty, or possibly greasy.
4. Worker is exposed to normal hazards associated with operating an automobile, and to hazards associated with field work, such as animals, hostile individuals, etc.

5. Work hazards, or potential work hazards, include lifting of tax roll books and boxes of supplies.
6. Worker works alone, both with and without supervision. Worker also performs some duties as a part of a select team of one or two people.
7. Work is performed in a large, open setting.

Equipment, Tools and Materials:

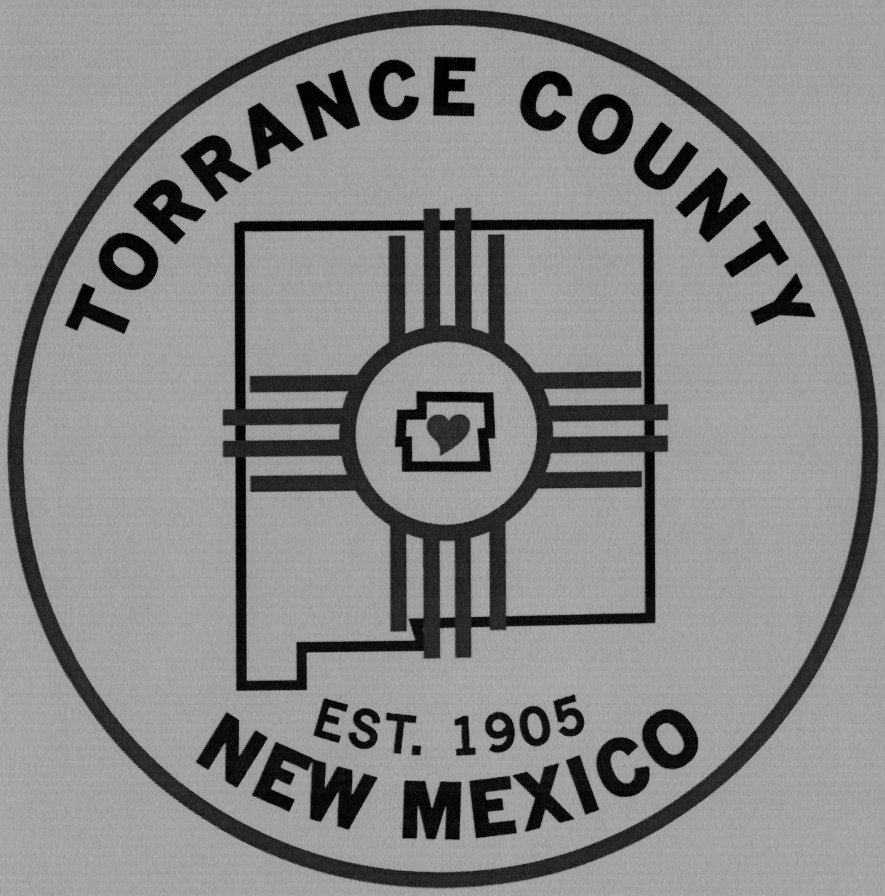
1. Equipment used in performing job duties includes but is not limited to: computer, calculator, copier, telephone, printer, County vehicle, camera or mobile device, and other equipment necessary to document field activity.
2. Products and materials handled in performing essential job duties include but are not limited to: tax bills, checks, cash, mail, tax roll books, ledger books, delinquent tax notices, property tags, demand warrants, writing utensils, office supplies, and paperwork.

Employee Declaration:

I have read the above Position Specifications. I understand the demands and expectations of the position described and, to the best of my knowledge, I believe I can perform these duties.

Name:_____ Date: _____

Supervisor: _____ Date: _____



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 10-A



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 10-B



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 10-C



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 11-A



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12



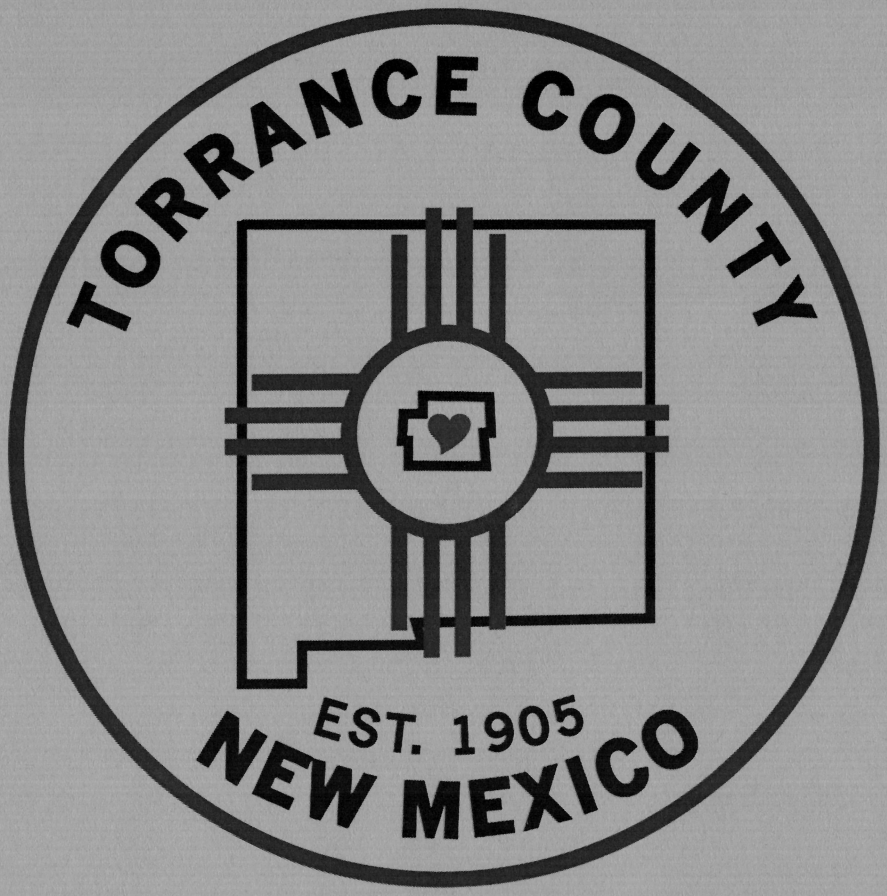
TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 14



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
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