

Call Meeting to Order Pledge of Allegiance Invocation

Torrance County Commission

Regular Meeting to be Held at:

Administrative Offices of Torrance County
Commission Chambers
205 9th Street
Estancia, NM 87016

AGENDA

November 23rd, 2016 9:00 A.M.

Please Silence All Electronic Devices

Approval of Minutes: November 9th, 2016 Regular Meeting Approval of Meeting Agenda
Approval of Consent Agenda:

1. Approval of Warrants

<u>ACTION ITEMS</u>*:
ITEMS TO BE CONSIDERED AND ACTED UPON

*Department Requests/Reports:

- 1. Updates: a. Various County Departments b. Other Boards or Land Grants (upon request) c. Forest Service (upon request) d. Commission
- 2. Ratify EMS Fund Act Vehicle Purchase Application for FY2018 Augustina Sturchio, TC Fire Dist. 5
- 3. Product Sale Agreement between Torrance County and Airgas Hanna Sanchez, Fire Administrative Assistant
- 4. Service Agreement between Torrance County and Waste Management of New Mexico Inc. Hanna Sanchez, Fire Administrative Assistant
- 5. Resolution 2016-049 Line Item Transfer(s) Amanda Tenorio, Finance Director
- 6. Resolution 2016-050 Budget Increase Amanda Tenorio, Finance Director

*Commission Matters:

- 7. Presentation on Analog Simulcast for Radio Upgrade Jimmy Forrest, Motorola
- **8.** Fair Board Letters of Interest:
 - Two (2) positions for 3-year terms
 - **b.** One (1) for a 1-year term
- 9. Qualifications for County Manager

*County Manager Requests/Reports:

10. Update

Public Requests:

At the Discretion of the Commission Chair. For Information Only (No Action Can Be Taken). Comments are limited to three (3) minutes per person on any subject.

*Adjourn



In order to allow our employees to take time to celebrate with family, the Administrative Offices of Torrance County will be closed Thursday and Friday, November 24th -25th, 2016.

It is in this spirit that we say "Thank You" and extend our sincere Best Wishes for a Happy and Healthy Thanksgiving to all the residents of Torrance County!



Minutes

Draft Copy Torrance County Board of Commissioners Commission Meeting November 9, 2016

Commissioners Present:

LeRoy Candelaria -Chair

Julia DuCharme-Member

James Frost-Member

Others Present:

Annette Ortiz-Interim County Manager

Dennis Wallin- County Attorney Michelle Jones -Admin. Assist. III

Call Meeting to Order:

Chairman Candelaria calls the meeting to order at 8:59 am; he welcomes all those present to the meeting and leads us in the pledge. Ms. Loralee Hunt, Manager of Project Development for Pattern Development, gives the invocation.

Approval of the Meeting Minutes:

Chairman Candelaria asks for a motion to approve the October 26, 2016 Regular Commission Meeting minutes. **ACTION TAKEN:** Commissioner Frost makes a motion to approve the October 26, 2016 Regular Meeting Minutes. Madam Commissioner DuCharme seconds the motion. No further discussion. The Commissioners vote; all in favor, none opposed. **MOTION CARRIED.**

Approval of the Meeting Agenda:

Chairman Candelaria asks to move agenda item #9 to the top of the agenda as its presenters must leave the meeting early. His fellow Commissioners agree to this change. **ACTION TAKEN:** Madam Commissioner DuCharme makes a motion to approve today's Commission Meeting Agenda. Commissioner Frost seconds the motion. No further discussion. The Commissioners vote; all in favor, none opposed. **MOTION CARRIED.**

Ms. Hunt talks about the economic benefits of wind projects for land owners, communities, the county and local municipalities in the form of IRBs, (Industrial Revenue Bonds). She states that, as they further develop this project, they will be coming to the Commission with information about establishing that additional revenue source for the County in the form of an IRB.

Pattern currently has projects in Chile, Canada, USA, Mexico, and Japan.

The current project that they are targeting will be located near Corona, NM. They are looking at putting in over 1500 MW of capacity. It will be located in Torrance and Lincoln County and will be the largest contiguous wind farm in the United States; encompassing approximately 300,000 acres.

Pattern's meteorological team, or MET team, is currently working on gathering the wind data that has been accumulating over the years through the various developers who have been down there. They will also be coming before the P&Z Board to request conditional use permits to install additional MET towers to acquire more data.

Ms. Hunt speaks about another New Mexico wind project that Pattern is working on; the Broadview Development. She also talks about the SunZia Southwest Transmission Project. She informs the Commission that Pattern Energy was selected by SunZia to be its 100% Anchor Tenant; Pattern will supply 100% of the power on the SunZia line.

Ms. Hunt talks about the development schedule. She states that if they start development this year they will qualify for 100% of the Federal Production Tax credit. The Federal Production Tax credit is on a five year phase-down. This year it is 100%, next year it will be 80%, etc. There are two ways to qualify for this credit: either secure turbines and/or start construction. They will be starting construction. They have already started working with our P&Z Director, Mr. Steve Guetschow, and they will be coming before the P&Z Board on December 7th with their preliminary plan and application for the Special Use District.

At this time, Mr. Adam Clark speaks. He gives a brief overview of the kind of construction they will be doing and he shows the Commission pictures with examples of what the turbine locations will look like. They will be conducting a Phase I environmental site assessment which will look at the environmental conditions of the area. A cultural resources survey will be conducted in order to find out if there are any historical or archeological resources in the area and a

The title of the Ordinance is:

AUTHORIZING THE ISSUANCE OF THE TORRANCE COUNTY, NEW MEXICO GENERAL OBLIGATION BONDS, SERIES 2016, IN AN AGGREGATE PRINCIPAL AMOUNT OF TWO MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,400,000), PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAZABLE PROPERTY WITHIN THE COUNTY WITHOUT LIMIT AS TO RATE OR AMOUNT, PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PLEDGE AND PAYMENT, PROVIDING FOR THE AWARD AND SALE OF THE BONDS TO THE PURCHASER THEREOF PURSUANT TO A BOND PURCHASE AGREEMENT, AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

The title sets forth a general summary of the subject matter contained in the Ordinance. This notice constitutes compliance with Section 4-37-7 NMSA 1978.

- a) Bond Purchase Agreement for the County's General Obligation Bonds, Series 2016
- b) Torrance County Ordinance

Chairman Candelaria begins the Public Hearing and turns it over to Mr. Wallin, County Attorney.

Mr. Wallin explains to all in attendance that this is not a quasi-judicial hearing and will be less formal. We will have a presentation from Mr. Eric Harrigan and Mr. Daniel Alsup about the GO Bond ordinance and the Bond purchase agreement that are being presented for Commission approval. There will be Q&A from the Commission, public comment, and Commission action, if any, will be taken.

Mr. Eric Harrigan with RBC Capital Markets, the County's financial advisor, speaks. He presents the Commission with a handout titled Torrance County General Obligation Bonds, Series 20146 Pricing Results November 9, 2016, which is included in the file for this meeting.

In October, the NM Finance Authority reviewed the County's application to purchase the GO bonds that were approved by voters in the amount of \$2.4 million dollars. It was unanimously approved by the NM Finance Authority Board. Last week the interest rate for these bonds was locked in, subject to Commission

Commissioner DuCharme asks if the interest that the County pays each year will change from those listed on the schedule Mr. Harrigan presented. Mr. Harrigan replies that if the Commission approves the agreement and ordinance today, those amounts will not change. He points out that in ten years the County will have the option to refund a portion of the bond. In the event that interest rates are at a point where the County could lower its debt service, it has the ability to optionally redeem the bonds maturing in years 11-15 and pay less interest. There will be no penalty to the County if it decides to exercise this option.

Mr. Daniel Alsup, representative from the Modrall Sperling Law Firm and Bond Council for the County, speaks. If the Commission adopts the ordinance before them, it will be the final official action of the County in the process of issuing the GO bonds approved by voters in August. The ordinance establishes the interest rates and the amounts of the payments every year. It provides for a form of the bonds themselves; there will be a bond certificate for every maturity payment. The ordinance includes the County covenants to impose a tax sufficient to pay debt service on the bonds and approves issuance of the bonds to the NM Finance Authority and it approves a bond purchase agreement between the County and the NM Finance Authority.

The Commission has no further questions for Mr. Harrigan or Mr. Alsup.

Mr. Wallin asks for any public questions or comment.

Mr. Michael Godey, resident, asks if there would be any penalty for early payment. Mr. Harrigan explains that the bonds have a 10-year call provision, meaning that the principal amount and the interest over the next ten years is set and will be due to the NMFA. At year 10, the County will have the option to prepay at any time without premium or penalty.

There is no other public comment or question.

This ends the Public Hearing.

The Commission is asked to act on the ordinance; the ordinance approves the bond purchase agreement. All documentation hereto attached. **ACTION TAKEN:** Chairman Candelaria makes a motion to approve Torrance County Ordinance 2016-01. Madam Commissioner DuCharme seconds the motion. The Commission votes; all in favor, none opposed. **MOTION CARRIED**

Madam Commissioner DuCharme also comments on yesterday's General Election; she states that she feels like she rode a rollercoaster all evening. She is glad this election season is over, but she wants to point out that it is a very important process and that every citizen that is eligible to vote must participate in this process because it is so important and has such an impact on everybody's life. She states that she wants to congratulate the candidates that won and tell the candidates who did not win thank you for participating in this process, I'm sure you will have many opportunities to use your talents, knowledge, and experience to benefit this great Country.

She also comments that now the entire Commission meeting packets will be posted to the County website, not just the Commission meeting agendas. She thinks this is a huge improvement and she is so happy that we are going in the right direction towards making our County website the best in the State.

Thank you to Ms. Annette Ortiz, Interim County Manager, for making this change.

Chairman Candelaria also mentions yesterday's historic election. He states that we are not all going to be happy with the results, but we must go on trying to make things better.

He also states that tomorrow at 10:00 am, the Claunch Pinto Soil and Water Conservation District is having their annual meeting at the Dr. Saul Community Center. Lunch will be served and all are encouraged to attend.

2. Award Bid for IFB 2017-02 Fog Seal Oil- Leslie Olivas, Purchasing Director Ms. Olivas speaks. The Commission has before them for consideration the bid tabulation for the Road Department for 126 tons of fog seal oil. At the end of the bid period, we had received one bid from GM Emulsions LLC in the amount of \$66,825.48. Their bid packet was complete and within budget. Ms. Olivas asks the Commission to award this bid to GM Emulsions LLC. All documentation hereto attached. ACTION TAKEN: Madam Commissioner DuCharme makes a motion to award the bid for IFB 2017-02 Fog Seal Oil to GM Emulsion LLC. Commissioner Frost seconds the motion. Madam Commissioner DuCharme asks which roads will receive this fog seal oil. Mr. Leonard Lujan, Road Superintendent, states that this oil will be used to finish off our State project roads: Appaloosa, Melody Ranch Subdivision, Martinez Road, A001, A003, A004, the Village of Duran, Punkin Patch, and VFW.

*Commission Matters:

6. Amend Fire Department SOGs- Cheryl Hamm, TCFD District Fire Chief Don Dirks speaks. He is requesting Commission approval of some changes the Fire Department would like to make to their SOGs, (Standard Operating Guidelines). In summary, they are asking that the nominal fee per call be changed from \$10.00 to \$15.00 for fire and from \$5.00 to \$10.00 for EMS.

They are also requesting the addition of the following appointed coordinators which will be covering multiple districts and be paid the following nominal fees:

- EMS Coordinator (\$750)
- Technical Rescue Coordinator 9\$750)
- Operations Chief (\$750)

They are also requesting the addition of Defensive Driving training to their list if required training, with a \$10.00 payout.

All documentation hereto attached. **ACTION TAKEN:** Commissioner Frost makes a motion to approve the amendments to the Fire Department SOGs as specified above. Chairman Candelaria seconds the motion. Madam Commissioner DuCharme commends Fire Chief Dirks and everyone who was involved in collecting and providing the information for this agenda item today. She supports the increase in the nominal fees for Fire and EMS. She states that she was invited to the Dog Head fire and witnessed first-hand what Firefighters have to go through and how difficult and unpleasant it is. She thinks that our Firefighters should be compensated and compensated properly.

She refers to the TC Fire Organizational Chart. There is discussion about the specific responsibilities of the Fire Chief, the Operations Chief, and the Safety Officer. Madam Commissioner DuCharme states that, in her opinion, the positions of Fire Chief and Operations Chief are duplicate positions. Fire Chief Jason Trumbull comments that the position of the Operations Chief will be more in the field, whereas his position of Fire Chief is to oversee the entire Fire Department, the field operations as well as finance and asset management, etc. District Chief Dirks talks about the increasing call volume and the need for guidance and management. There is also discussion about how the new proposed positions will be filled. Most likely, the Chiefs would create a review board to discuss possible candidates and fill these positions. Madam Commissioner DuCharme asks if these positions will have job descriptions. Fire Chief Trumbull states that there are job descriptions for these positions. Madam Commissioner DuCharme asks about the

the 2016 General Election. Commissioner Frost seconds the motion. No further discussion. The Commission votes; all in favor, none opposed. **MOTION CARRIED.**

*County Manager Requests/Reports:

10. Update

Ms. Annette Ortiz gives the following update:

She requests that everyone get with the County Manager's Executive Assistant, Ms. Lori Archuleta, and give her your email and/or fax number for the agenda publications and County emails. The current list will not be deleted, only updated.

Madam Commissioner DuCharme had requested a receipt for proof of the recent recycling of some County computers. Ms. Ortiz has given Madam Commissioner DuCharme the receipt and today presents her with some pictures of the computers being taken away for recycling.

Ms. Ortiz has the revised copy of the lease between Torrance County and the Town of Estancia for the leasing of the Fair Grounds; the revised copy includes a termination clause as listed below:

12. <u>Termination</u>. This lease may be terminated by either party upon one hundred eighty days (180) written notice of intent to terminate, if and only if, such termination will not impair the County's obligation on any general obligation bonds, the proceeds of which were used for improvements on the premises. In the event that the County has such outstanding general obligation bonds, neither party can exercise its right to terminate until such bonds have been paid in full.

The revised copy is in her office if anyone would like to view it. The County Clerk's office also has the revised copy, as does the Town of Estancia. Mr. Wallin comments that language about GO bonds was added to protect the County in the event that they pursue GO bonds for Fairground projects at any time in the future.

Lastly, Ms. Ortiz invites all to come and visit the Manager's Office. There is a board in the office that lists employee birthdays as well as anniversaries with years of service. Madam Commissioner DuCharme thanks Ms. Ortiz for all her efforts in her position as Interim County Manager; it is much appreciated.

The video of this meeting can be viewed in its entirety on the Torrance County NM Website. Audio discs of this meeting can be purchased in the Torrance County Clerk's Office and the audio of this meeting will be aired on our local radio station KXNM.



Consent Agenda

TOTAL CHECKS PRINTED

Linda Jaramillo Julia DuCharme Leroy M. Candelaria James W. Frost

SIGNED

ATTEST BY

THE UNDERSIGNED COUNTY TREASURER DOES HEREBY CERTIFY THAT SUFFICIENT FUNDS EXIST FOR THESE ACCOUNTS PAYABLE CHECKS TO BE ISSUED ON THIS DATE AND DOES HEREBY AUTHORIZE THE FINANCE DEPARTMENT TO PROCESS THESE CHECKS.

Janice Y. Barela

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4:50	Name	д	TORRANCE COUNTY COUNSELING LLC JOANN DEL CURTO P.O. BOX 1978 MORIARIY NM 87035	US BANCORP EQUIPMENT FINANCE INC DOCUMENT SOLUTIONS INC P O BOX 790448 ST LOUIS NO 63179 0448	US DISTRIBUTING INC. 3700 RUTLEDGE NE ALBUQUERQUE NM 87109	VERIZON WIRELESS P O BOX 660108 DALLAS TX 75266 0108	WARREN REMMY 46 PAJARITO MORIARIY NM 87035	WEST, KATHLEEN A. 205 RAVEN ROAD TIJERAS NM 87059	WESTERN TRAILS VETERINARY INC. 2126 HWY 333 EDGEWOOD NM 87016
Date: 11/16/16 11:54:50	INVC# Na	·	39112116 T 500.00 TOTA PAID F 500.00 BAL	12116 TOT\$ PAID BAL	112116 TOT\$ PAID BAL	112116 TOT\$ PAID BAL	1 🛱	29112116 29112116 300.00 TOT\$ PAID 300.00 BAL	43112116 66.00 TOT\$ PAID 66.00 BAL

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		GENERAL FUND		COUNTY COMMISSION	POSTAGE	TRAINING	SNINOZ 3 CMINARIA	d		COUNTY MANAGER	VEHICLE MAINTENANCE/ REFALS	MAINTENANCE CONTRACTS MAINTENANCE CONTRACTS	ADMINISTRATIVE OFFICES MAINTENAN		ELECTIONS	MILEAGE/PER DIEM	PRINTING/PUBLISHING/ADVERTISING		TELESCONTI LICENS	CERTICE SUPPLIES	TRAINING		COUNTY SHERIFF	VEHICLE MAINTENANCE/REPAIR	MAINTENANCE CONTRACTS	TELECOMMONICALIONS	FINANCE DEPARTMENT	TRAINING		INFORMATION TECHNOLOGY DEPARTMEN MAINTENANCE CONTRACTS		ANIMAL SHELTER PROFESSIONAL SERVICES	TATAL	COUNTY ROAD DEPARTMENT	MACHINERY MAINTENANCE/REPAIK	SECTION OF THE PROPERTY OF THE	PRINTING/PUBLISHING/ADVERTISING		DISTRICT 5 VFD	STATE STRE ALLOIMENT	VEHICLE MAINTENANCE/REPAIR	MEDICAL SUPPLIES
	** GRAND TOTAL **	**************************************		TGEU**	401-05-2206	401-05-2266		**DEPT	0/27-80-104	TGEC**	401-10-2201	401-10-2203	TQEC**	401-15-2215		401-21-2205	401-21-221		**DEPT	401-30-2207	401-30-2219			401-50-2201	401-50-2203	401-50-2207		**DEDT	401-55-2266	**DBPT **DAPT				TORUS **	402-60-2244		**DEPT ^^02-61-2221				**DEPT 405-91-2201	405-91-2230

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11 13	DISTRICT 2 VFD	TAMENTO TITE GOTE GMEMS	SIGHT FIRE STREET	MEDICAL, SUPPLIES		DISTRICT 3 VFD		STATE FIRE ALLOIMENT	TELECOMMUNICATIONS	BUILDING MAINTENANCE/KEFALK		DISTRICT 4 VFD		STATE FIRE ALLOTUME. TELECOMMUNICATIONS		L.E. PROTECTION FUND	COUNTY SHERIFF	FIELD SUPPLIES	ABABARBARBARBARBARBARBARBARBARBARBARBARB	rando datamente en estado datamente estado e	STATE FIRE ALLOTMENT	VEHICLE FUEL	TELECOMMUNICATIONS	JAIL FUND		ADULT INMATE CARE	CARE OF INMATES	INMATE MEDICAL	SAFETY PROGRAM		RISK MANAGEMENT	SAFETY EQUIPMENT	DWI PROGRAM FUND		DWI LOCAL GRANT FY17	PROFESSIONAL SERVICES	TREATMENT CONTRACTS	PROPERTY VALUATION FUND		COUNTY ASSESSOR	EQUIPMENT MAINTENANCE/KEFAIR DEFINDS		CLERK'S EQUIPMENT FUND	COUNTY CLERK
	TOTAL		**DEPT	406-91-2207	406-91-2230			TGGC	408-91-2207	408-91-2215	408-91-2230	TVLOL**		**DEPT		**TOTAL		**D&F1 410~50~222		**TOTAL		2022-18-817	413-91-2207		**TOTAL		420-70-2172	420-70-2173				600-06-2248			103C**	-227	605-22-2282	======================================		TGEO**	-22	610-40-2270	**TOTAL	**DEPT

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MAINTENANCE CONTRACTS	ESTANCIA BASIN WATER. STUDY	WAIER BOARD PROFESSIONAL SERVICES	RURAL ADDRESSING	50.00 RURAL ADDRESSING SC.00 REFUNDS	180.89 **TOTAL **TOTAL	PLANNING & ZONING VEHICLE FUEL REFUNDS	23.02 DV VICTIM'S RESTITUTION	VICTIM RESTITUTION VICTIM SUPPORT	EMERGENCY-911 FUND	360.00 **DEPT 360.00 911-80-2203	## BANK TOTALS **
612-20-2203	11 11	**DBPT 650-71-2272	1	**DEPT 675-07-07-07-07-07-07-07-07-07-07-07-07-07-	TVLOLX	**DEPT 685-08-2202 685-08-2270	H		TELOL**	**DEPT 911-80-2203	Ħ

TOTAL CHECKS PRINTED

CURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF

8,933.22 ON ACCOUNT OF OBLICATIONS ININTITLED UNDER THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 11/17/2016. WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY
INTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN
PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE
MOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY. THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED ILLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 8,933.22 ON ACCOUNT OF OBLIGATIONS IN-

ATTEST BY

Leroy M. Candelaria

SIGNED

Linda Jaramillo

James W. Frost

Julia DuCharme

THE UNDERSIGNED COUNTY TREASURER DOES HEREBY CERTIFY THAT SUFFICIENT FUNDS EXIST FOR THESE ACCOUNTS PAYABLE CHECKS TO BE ISSUED ON THIS DATE AND DOES HEREBY AUTHORIZE THE FINANCE DEPARTMENT TO PROCESS THESE CHECKS.

Janice Y. Barela

T/ 2018	Line Item PO#	401052275		
INVOICE LISTING NOVEMBER I/ ZUIS	Description	LEGAL SERVICES PROFESSIONAL SERVICES	TAX INV #7469	
:54:05	Name	WALLIN HUSS & MENDEZ ILC	P O BOX 696 MORTARTY NM 87035	
Date: 11/16/16 8:54:0.	#INAC#		8933.22 TOLS PAID	22:55.60

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INVOLCE LISTING NOVEMBER 17 2016 DEBITS	SSION STATE
DISTRIBUTION	GENERAL FUND COUNTY COMMISSION LEGAL SERVICES WELLS FARGO ** BANK TOTALS **
8:54:06	TOTAL
Date: 11/16/16	** GRAND TOTAL ** ** TOTAL **DEPT 401-05-2275
Date:	

TOTAL CHECKS PRINTED

LLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 160,410.44 ON ACCOUNT OF OBLIGATIONS IN-URRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 11/14/2016. WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY NITILED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HAR THAT THE SERVICES HAVE BEEN ERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED FED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 160,410.44 ON ACCOUNT OF OBLIGATIONS IN-MOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

ATTEST BY

Linda Jaramillo

THE UNDERSIGNED COUNTY TREASURER DOES HEREBY CERTIFY THAT SUFFICIENT FUNDS EXIST FOR THESE ACCOUNTS PAYABLE CHECKS TO BE ISSUED ON THIS DATE AND DOES HEREBY AUTHORIZE THE FINANCE DEPARTMENT TO PROCESS THESE CHECKS.

Janice Y. Barela

IGNED

James W. Frost

Leroy M. Candelaria

Julia DuCharme

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INVOICE LISTING NOVEMBER 14 2016	Description	programming radios gutierrez & torres	PAST DUE INVOICES FOR TCFD3 CYLINDER RENTALS/LEASE RENEWAL ACCI #2296717	GENERAL ELECTION JUDGE ELECTION SCHOOL	GENERAL BLECTION JUDGE BLECTION SCHOOL	GENERAL BIECTION CLERK BLECTION SCHOOL	GENERAL ELECTION PRESIDING JUDGE ELECTION JUDGE	GENERAL ELECTION JUDGE	GENERAL ELECTION PRESIDING JUNGE ELECTION SCHOOL MILEAGE	MONTHLY CHARGES OCTOBER 21 THRU NOVEMBER 20 INV #287272915609X10282016 ACCT #287272915609	2 - 500 VOTER ID CARD ENVELOPES	BATTERIES, WIPER BLADES, WASHER FLUID, AUTO SUPPLIES OCTOBER 2016
:52		NCED COMMUNICATIONS & IRONICS, INC. BAYLOR DRIVE SE PHYROUE NW 87106	1		ANAYA, JANICE KAYSER P.O. BOX 494 MOUNTAINAIR NM 87036	ANAYA, RYANN PO BOX 494 MOTINTALIRIR NM 87036	ANAYA, SENAIDA 23 COUNTY RD A041N	ANAYA, TAYLER PO BOX 494 MOUNTAINAIR NM 87036	ANGLIN, KATHY HC75 BOX 65 MOUNTAINAIR NM 87036	AT & T MOBILITY LLC P O BOX 6463 CAROL STREAM IL 60197 6463	AUTOMATED ELECTION SERVICES INK IMPRESSIONS INC 7000 ZENITH COURT PIO PRANCHO NM 87124 6467	AUTOZONE INC. P.O. BOX 116067
nate: 11/10/16 13:03:52	ř	INVC# III416 TOT\$ PAID	DALL 11416 TOT\$ PAID	816.67 BAD BELLINIALE BELLINIALE BELLINIALE BELLE BELL	116 TOT\$ PAID	116 TOT\$ PAID	1416 TOT\$	180.00 BALL ELA111416 140.00 TOT\$ 140.00 PALD	1 4	A111416 102.54 TOT\$ PAID 102.54 BAL	1111416 84.58 TOT\$ PAID	24.50 DAL 2111416 1053.34 TOT\$

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INVOICE LISTING NOVEMBER 14 2016	Description	COMMODITY CODES: 92847	GENERAL ELECTION CLERK ELECTION SCHOOL	GENERAL ELECTION CLERK ELECTION SCHOOL	GENERAL ELECTION JUDGE	GENERAL ELECTION CLERK	HEADACHE RACK FOR 01 TRUCK TO HAVE EMERGENCY LIGHTS ATTACHEMENTS	GENERAL ELECTION JUDGE ELECTION SCHOOL	505-281-9213 783B/TCFD2 505-384-5010 995B/ESTANCIA SC 505-384-5010 995B/ESTANCIA SC 505-384-5294 082B/WTAIR SC 505-384-6294 082B/WTAIR SC 505-384-4080 353B/CLERK 505-384-4362 899B/ASSESSOR 505-384-1277 937B/SHERIFF 505-384-1277 937B/SHERIFF 505-384-1277 937B/SHERIFF 505-384-1274 682B/ROAD 505-384-1274 937B/SHERIFF 505-384-0488 906B/TCFD5 505-332-4068 906B/TCFD5 505-332-5104 623B	GENERAL BLECTION CLERK	GENERAL ELECTION CLERK
3:52		NTA GA 30368 6067	BARELA, CLAUDINA GE EL P O BOX 916		ICA 17016	HA LUCERO	2503 W US RT 66	v sr	CENTURYLINK PO BOX 29040 PHOENIX AZ 85038 9040	CHAVEZ-IPIOTIS, DOROTHY A P O BOX 1764 MORIARIY NM 87035	CHAVEZ-VIGIL, JENNIFER
11/10/16 13:03:52	₹		116 TOT\$ PAID	BAL 116 TOT\$ PAID	160.00 BAL EDS111416 EDS111416 EDS111416 EDS111416 EDS111416 EDS111416 EDS11 E	416 TOT\$ PAID BAL	11416 TOT\$ PAID	ià	i v	EL12111416 140.00 TOT\$ 140.00 BAL	EL16111416

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INVC#	Name D	Description	Line Item	5	
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i d	CHAVEZ, BERNICE E P.O. BOX 314 FSTANCIA NM 87016	GENERAL ELECTION CLERK ELECTION SCHOOL	401212226 401212226	1	000000000000000000000000000000000000000
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29111416 26554.00 TOT\$ 26554.00 BAL	COOPERATIVE EDUCATIONAL SERVICES 4216 BALLOON PARD RD NE ALBUQUERQUE NM 87109	2016 DODGE POLICE TRUCK V-8 HEMI 4 DOOR CREW CAB 4X4 CES RFP# 2017-002 17-02B-C101-ALL DODGE, CHRYSLER, AND JEEP CARS, TRUCKS, VANS AND OTHER PRODUCTS AND SERVICES	MI 911802618 SR,	30249 30249 30249 30249 30249	
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3:52	James James	Adding P.O. BOX 152 TANCTAN AM 88271	ENCLING ANY SOLES. DAVIS, ANYIE PO BOX 62 CORONA NM 88318	FINANCIAL SERVI	DIAL, BERNARDINE 676 HWY 55 ESTANCIA NM 87016	DUNLAP, DELLA R. P.O. BOX 137	EAST MOUNTAIN APPLIANCE P O BOX 3975 A:RIOTEROUE NM 87190	EASTVIEW JOHN C ADAY BOX 531 BOSTBANTE NW 87016	EMM GAS ASSOCIATION BOX 118 ESTANCIA NM 87016	ESTANCIA, TOWN OF BOX 166 ESTANCIA, NW 87016	!	
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INVOICE LISTING NOVEMBER 14 2016	Description	MATS/MOPS/ETC/ADMIN BLDG MATS/MOPS/ETC/JUDICIAL OCTOBER 2016 ACCT #1368369	SUREFIRE COMPACT WRIST LIGHTS CAT TOURNIQET; CAT BELT HOLDER ESTIMATED SHIPPING ESTIMATED TAX	GENERAL ELECTION CLERK	GENERAL ELECTION JUDGE ELECTION SCHOOL	GENERAL BLECTION SCHOOL	GENERAL BLECTION JUDGE	GENERAL BLECTION JUDGE	GENERAL ELECTION CLERK	GENERAL ELECTION JUDGE	GENERAL ELECTION CLERK ELECTION SCHOOL	STRAPS, SHOVELS, FITTINGS,
3:52		K SERVICES BOX 842385 ON MA 02284 2385	GALLS LLC P O BOX 71628 CHICAGO IL 60694 1628	GARCIA-CARRILLO, GERALDINE PO BOX 604 MCINTOSH NM 87032	GARCIA-WRIGHT, FELICIA P O BOX 86 BSTANCIA NM 87016	GARCIA, ALYSHA P O BOX 75 ENCINO NM 88321	GARCIA, JOYCE P O BOX 1002 WILLARD NM 87063	GARCIA, MARY I P O BOX 126/903 NORTH DUNLAVY WILLARD NM 87063	GARLEY, MARINA P.O. BOX 25 WILLARD NM 87063	GONZALES, JANE P 83 WILSON LOOP EDGEWOOD NM 87015	GORDON, MARY ANN P.O. BOX 804	GUSTIN HARDWARE INC.
53:03:03:03:52	7	110C# 12 31111416 G 1537.33 TOT\$ 1537.33 BAL E	5111416 (516.90 TOT\$ PAID 916.90 BAL	E111111416 160.00 TOT\$ PALD	i ä	ે તેં	: 3	ો તેં			i A	160.00 BAL 14111416 161.11 TOT\$

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NOVEMBER 14 2016	Line Item		XOOFING 401152215 S FOR	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	RK 401212226			11111111111111111111111111111111111111	'ergy	90963, 31840		PRESIDING JUDGE 401212205 P/U BALLOT BOX 401212205	401212205 401212205		RESIDING JUDGE 401212226 401212226 401212205		405912210	OILS, FLUIDS 402602201	oirs, Fluids		40260202	40150202	40121226 40121226
INVOICE LISTING NOVEMBER	Description	OCTOBER 2016	ELECTRICAL/PLUMBING/ROOFING AND HARDWARE SUPPLIES FOR RITIDING MAINTENANCE	OCTOBER 2016	GENERAL ELECTION CLERK	1 1	36 - T8 7 - 70W			OCTOBER 2016 COMMODITY CODES: 90		GENERAL ELECTION PR GENERAL ELECTION P/	GENERAL ELECTION DAY	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	GENERAL ELECTION PRESIDING JUDGE ELECTION JUDGE MILEAGE		TCFD5 WATER BILL NOVEMBER 1 2016	TERS,	ERS,	FOR EQUIPMENT OCTOBER 2016	FUEL/ROAD	FUEL/SHERIFF FUEL/SHERIFF	GENERAL ELECTION JUDGE
13:03:52		Soc STH ST. PO BOX 292		506 5TH ST. FO BOA 232 ESTANCIA NM 87016	HAMILTON, ASHLEY PO BOX 64	WILLARD NM 87063	HART'S TRUSTWORTHY HARDWARE P.O. BOX 2459	MORIARIY NM 8/035	HART'S TRUSTWORTHY HARDWARE	P.O. BOX 2459 MORIARIY NM 87035		HERNANDEZ, KATHRYN	PO BOX 354	WILLARD NM 87063	HINDI, YVONNE		ļ	HONSTEIN OIL CO.	11 PASEO REAJ		HONSTRIN OIL CO.		
nate: 11/10/16 13:			161.11 BAL 	PAID 219.93 BAL	EL28111416 140.00 TOT\$	140.00 BAL	6111416 228.00 TOT\$ PAID	228.00 BAL	H	242.77 TOIS PAID 242.77 BAL		4	183.40 TOT\$ PAID	183.40 BAL	EL29111416 247.50 TOT\$	PAID 247 50 BAL	18		Filitaio 177.17 TOT\$ DATH	177.17 BAL		11802.87 TOT\$ PAID	1 4

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	401212226	101010206	401212226		401502236		401212226 401212226		401212226	401212226	1	401212226	401212226		11111111111111111111111111111111111111	0.8884.04		401212226 401212226		401212226 401212226		401212226	401212226		JUDGE 401212226
	GENERAL ELECTION JUDGE		GENERAL ELECTION JUDGE ELECTION SCHOOL	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	DUTY BOOTS - J. STOCUM		GENERAL ELECTION JUDGE			GENERAL ELECTION SCHOOL			GENERAL ELECTION COLOR GENERAL ELECTION SCHOOL			GENERAL ELECTION JUDGE		GENERAL ELECTION CLERK		GENERAL ELECTION CLERK		GENERAL ELECTION JUDGE	GENERAL ELECTION SCHOOL		GENERAL ELECTION PRESIDING JUDGE 401212226
PO BOX 573 MCINTOSH NM 87032	1	MORIARTY NM 87035	JENKINS, DARLENE I.	P.O. BOX 483 ESTANCIA NM 87016	JRL SUPPLY LLC	395 CROSSING CIRCLE CASTLE PINES CO 80108	KANE, MS. ETHEL JANELL	P.O. BOX 421 CORONA NM 88318		KOLL, KEBECCA L	P O BOX 276 CORONA NM 88318	1	LAWRENCE, LAVONNE	P.O. BOX 192	ESTANCLA NM 8/010	LAWRENCE, LAVONNE	P.O. BOX 192 ESTANCIA NM 87016	LEASURE, CLYRICE	PO BOX 353 MCINTOSH NM 87032	LESPERANCE, YVONNE VIOLA	70 LESPERANCE RD PSTANCIA NM 87016		LOVATO, FEBLER	HC 66 BOX 565 MOUNTAINAIR NM 87036	LOVATO, MARLA
OT CLAY TO TO TAIL MC	1416 TOT\$	140.00 BAL MC	.416 TOT	_	111416	98.99 TOT\$ PAID 3		160.00 TOT\$ PAID 1		EL34111416	PAID		4		160.00 BAL	EL36111416		ià	160.00 TOT\$ PAID A1.	iè	160.00 TOT\$ DAID	TEST 00.09T	EL39111416 160.00 TOT\$	PAID 160.00 BAL	EL40111416

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Page: 9	PO# Amount	140.00	256.51	20.00	20.00	2000	20.00	140.00	4291.19	30287 43.88	160.00	140.00
14 2016	Line Item	401212226 401212226	911802203		3E 401212226 401212226 X 401212205	401212226	401212226	401212226	911802203	401052221	JUDGE 401212226 401212226 401212205	401212226
INVOICE LISTING NOVEMBER 1	Description	GENERAL ELECTION CLERK GENERAL ELECTION SCHOOL	CONTRACT PAYMENT BIZHUB COPIER INV #14488208 ACCT #1441060	GENERAL ELECTION JUDGE GENERAL ELECTION SCHOOL	GENERAL ELECTION PRESIDING JUDGE GENERAL ELECTION P/U BALLOT BOX GENERAL ELECTION P/U BALLOT BOX	GENERAL ELECTION JUDGE GENERAL ELECTION SCHOOL	GENERAL ELECTION CLERK GENERAL ELECTION SCHOOL	GENERAL ELECTION CLERK	SERVICE CONTRACT NOVEMBER 2016 INV #78358537 ACCT #1012507276	AD FOR FAIR BOARD WEMBERS 10001318374-1027 ACCT #1005905	GENERAL ELECTION PRESIDING JU GENERAL ELECTION MILEAGE	GENERAL ELECTION JUDGE
13:03:52	emen	MALDONADO, WANDA 42 ANAYA LOOP 9577ANAYA NM 87016	MARLIN BUSINESS BANK P O BOX 13604 PHILADELPHIA PA 19101 3604	MASSEY, DEBBIE P.O. BOX 44 ESTANCIA NM 87016	MCCOMB, ROSI 20 KANGAROO CT MORIARTY NM 87035	MCNEIL, CAROLANN T 62 QUAIL TRAIL MORIARTY NM 87035	MIRANDA, EVA P O BOX 1011 ESTANCIA NM 87016	MORENO, SELINA P.O. BOX 959 ESTANCIA NM 87016	MOTOROLA INC 13108 COLLECTIONS CENTER DR. CHICAGO IL 60693	MOUNTAIN VIEW TELEGRAPH ATTN: ACCOUNTS RECEIVABLES P.O. BOX 2225 MORLARTY NM 87035	NASCI, LIANA 206 LINK AVE MORIARTY NM 87035	NASCI, MICHAEL
nate: 11/10/16 13:0	7	1416 TOT\$ PAID		ELS1111416 160.00 TOT\$ PAID 160.00 BAL	EL52111416 204.75 TOT\$ PAID 204.75 BAL	EL53111416 160.00 TOT\$ PAID 160.00 BAL	ELS6111416 160.00 TOT\$ 160.00 BAID	id	i w	34111416 43.88 TOT\$ PAID 43.88 BAL	; 1	EL59111416 140.00 TOT\$

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Page: 10	PO# Amount		30257						
2016	Line Item		401502236	418912201	408912201	408912201	406912201	408912201	401212226
INVOICE LISTING NOVEMBER 14 2016	Description		DUTY BOOTS - SPRUNK DUTY BOOTS - HOOVER	TENDER 6 R&R 2 8D BATTERIES PARTS LABOR/TAX ON LABOR INV #91913	ENGINE 32 TS/REPAIR COOLANT LEAK/PM/DOT/ REPAIR CL/3 OIL LEAK/SERVICE PUNP/AIR/FUEL FILTERS/HEATER HOSE/OIL/ANTIFREEZE/TR FLUID PARTS LABOR/TAX ON LABOR INV #91919	TENER 31 PM/RR FLAT TIRE/DOT/TS LIGHTS/ INOP/AIR FILTER/FUEL FILTER/OIL FILTER/GEAR OIL/15W40 OIL/ PARTS LABOR/TAX ON LABOR . INV #91918	TENDER 21 TS PRIMER/REPAIR PRIMER/ 10:30 PM-2:00AM EUBANK & 1-40 10-4WG WIRE/TF/10 3/8 LOOM/FT PARTS LABOR/TAX ON LABOR INV #91915	TENDER 32 -PM/TS AIR HORNS INOP/REPAIR EXHAUST/INSTALL REAR WARKER LIGHU/RR WHEEL BEARINGS/REBUILD PUMP PARTS LABOR/TAX ON LABOR INV #91917	GENERAL ELECTION JUDGE
13:03:52	Name	206 LINK AVE MORIARIY NM 87035	NEVE'S UNIFORMS INC. 5120 OSAGE ST #200 DENVER CO 80221	NEW MEXICO APPARATUS LLC P O BOX 471 MCINTOSH NM 87032	NEW MEXICO APPARATUS LLC P O BOX 471 MCINTOSH NM 87032	NEW MEXICO APPARATUS LLC P O BOX 471 MCINTOSH NM 87032	NEW MEXICO APPARATUS LLC P O BOX 471 MCINTOSH NM 87032	NEW MEXICO APPARATUS LLC D D BOX 471 MCINTOSH NM 87032	NIETO, PETER
Date: 11/10/16 13:	75	PAID 140.00 BAL	111416 TOT\$ PAID	i H	53111416 1860.91 TOT\$ PAID 1860.91 BAL	54111416 834.35 TOT\$ PAID 834.35 BAL	55111416 356.63 TOT\$ PAID 356.63 BAL	56111416 10591.52 TOT\$ PAID 10591.52 BAL	EL60111416

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Line Item		401552266	401102266	401102266	402602205	CE 610402266 LO CE 675072266	401102266	401502269	401102207	401212226 401212226
Description		REGISTRATION FOR 2017 ANNUAL CONFERENCE UAN-17 SANTA FE, NM	REGISTRATION FOR 2017 ANNUAL CONFERENCE JAN 2017, SANTA FE, NM	REGISTRATION FOR 2017 ANNUAL CONFERENCE JAN-17 SANTA FE, NM A. ORTIZ	REGISTRATION FOR LEGNARD LUJAN 2017 LEGISLATIVE CONFERENCE	4 - REGISTRATION 2017 CONFERENCE B. CABBER, J. LUCERO, N. SEDILLO V. SEDILLO 1 - REGISTRATION 2017 CONFERENCE R. GASTELUM	NEW STUDENT REGISTRATION K. HERNANDEZ NEW STUDENT REGISTRATION L. ARCHULETA	2 - MEWBERSHIP DUES H. WHITE, M. RIVERA COMMODITY CODES: 96348	LOND DISTANCE FAXES 5053842418 DISPATCH	GENERAL ELECTION JUDGE GENERAL ELECTION SCHOOL
13:03:34 : Мате	PO BOX 2 MOUNTAINAIR NM 87036	NM ASSOCIATION OF COUNTIES ATTN: CHARLOTTE MARTINEZ 444 GALISTEO ST SANTA FE NM 87501	NM ASSOCIATION OF COUNTIES ATTN: CHARLOTTE MARTINEZ 444 GALISTEO ST SANTA FE NM 87501	NM ASSOCIATION OF COUNTIES ATTN: CHARLOTTE MARTINEZ 444 GALISTEO ST	SANIA FE NA OLO SE COUNTIES ATTN: CHARLOTTE MARTINEZ 444 GALISTEO ST SANTA PE NM 87501	NM ASSOCIATION OF COUNTIES ATTN: CHARLOTTE MARTINEZ 444 GALISTEO ST SANTA FE NM 87501	NM EDGE 4001 OFFICE COURT SUITE 308 SANTA FE NM 87507	NM SHERIFFS ASSOCIATION PO BOX 217 BERNALLILLO NM 87004	NTS COMMUNICATIONS P.O. BOX 10730 LUBBOCK IX 79408 3730	NUNEZ, ANNA MARIE HC 66 BOX 275 MOUNTAINAIR NM 87036
e: 11/10/16 13:0 INVC# N	140.00 TOT\$ PAID F	forts FAID BAL	35111416 175.00 TOT\$ PAID 175.00 BAL	! 🖸	175.00 BAL 37111416 175.00 TOT\$	38111416 875.00 TOT\$ PAID 875.00 BAL	16111416 100.00 TOT\$ PAID	17111416 300.00 TOT\$ PAID 300.00 BAL	39111416 13.18 TOT\$ PAID 13.18 BAL	ELG1111416 160.00 TOT\$ PAID 160.00 BAL

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INVOICE LISTING NOVEMBER 14	Description	GENERAL ELECTION PRESIDING JUDGE GENERAL ELECTION P/U BALLOT BOX		GENERAL ELECTION JUDGE GENERAL ELECTION SCHOOL		GENERAL ELECTION CLERK GENERAL ELECTION SCHOOL		GENERAL ELECTION CLERK		GENERAL ELECTION JUDGE GENERAL ELECTION SCHOOL		POSTAGE METER REFILL ACCT #8000-9090-0137-3179		GENERAL ELECTION CLERK		GENERAL ELECTION PRESIDING JUDGE GENERAL ELECTION P/U BALLOT BOX	CIRCUIT LINES FOR FIBEROPTIC INV #8153366 ACCT #3061934	PAPER PRODUCTS	VEHICLE TIRES AND REPAIRS EQUIPMENT TIRES AND REPAIRS OCTOBER 2016
3:52	Name	NUNEZ, FRANCESCA	HC 66 BOX 275 MOUNTAINAIR NM 87036	ORTIZ, PRISCILLA V	P O BOX 1724 MORIARTY NM 87035	OTERO, MARY T.	P.O. BOX 193 MOUNTAINAIR NM 87036	PADILLA, CHARMEN	PO BOX 844 MOUNTAINAIR NM 87036	PADILLA, GLORIA	PO BOX 100 WILLARD NM 87063	PITNEY BOWES PURCHASE POWER	PO BOX 371874 PITTSBURGH PA 15250 7874	PLANT, ROXANNE P.O. BOX 134	MORIARIY NM 87035	PLANT, RUBENA PO BOX 1266 MORTARTY NW 87035	PLATEAU WIRELESS ATTN: SARAH VARNEY NM RSA 4 P O BOX 9000	PRUDENTIAL OVERALL SUPPLY 8344 CRONA LOOP NE ALBUQUERQUE NM 87113	REDBURN TIRE CO. 3801 W CLARENDON AVE. PHOENIX AZ 85019
Date: 11/10/16 13:03:52	7		PAID	1416 TOTS	PAID	EL64111416 O	PAID	1416	140.00 TOL'S PAID I 140.00 BAL D	1416	160.00 TOTS TAID 160.00 BAL	111416	1005.00 TOLS PAID 1005.00 BAL	EL67111416 140.00 TOT\$	140.00 BAL	EL68111416 175.30 TOT\$ 221.0 PALD	i i-i	210.59 BALD	i H

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		456.89	240.43	118.18	9.23 115.86 9.05	140.00	140.00 140.00 140.00	867.889	140.00 20.00	140.00 20.00	130.47	521.88
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L4 2016	Line Item	406912215	612202203	401052203	401052203 401052203 401052203 401052203	401212226	401212226	401152203	401212226 401212226	401212226	413912272	413912272
INVOICE LISTING NOVEMBER 14 2016	Description	REPAIR BUSTED WATER LINE FLOODED FIRESTATION VERBAL APPROVAL BY 1. OLIVAS 852 ON 11/1/2016 TMP-171101	NPC2504 C86168879 INV #97738792 ACCT #80569-1027265US3	į	BLACK & WHITE TAXES COLOR TAXES INV #5045318803 ACT #39460880 REPLACES PO#29507	GENERAL ELECTION CLERK	GENERAL ELECTION JUDGE	MAINTENANCE CONTRACT ADMIN BLDG MAINTENANCE CONTRACT JUDICIAL COMPLEX OCTOBER 2016 INV #: \$2462/2463	GENERAL ELECTION JUDGE GENERAL ELECTION SCHOOL	GENERAL ELECTION CLERK GENERAL ELECTION SCHOOL	DRIVER RECORD MONITORING	DL MONITORING & BACKGROUND
13:03:52		Name REPUTABLE PLUMBING & HEATING FREDBRIC K LLOXD P O BOX 1053/27 FRANKLIN RD MORIARTY NM 87035	RICOH USA, INC	DALLAS TX 75265 0073	RICOH USA, INC P.O. BOX 660342 DALLAS TX 75266 0342	RILEY, CHELSEA P O BOX 1225 ESTANCIA NM 87016	RILEY, MARION P.O. BOX 402 MOUNTAINAIR NM 87036	RMS SERVICES SCOTT SHEPHERD PO BOX 10473 ALBUQUERQUE NM 87184	ROMERO, GLORIA HC 66 BOX 281 MOINTAINAIR NM 87036	ROMERO, JOANNE L P O BOX 431	SAMBA HOLDINGS, INC. 8814 HORIZON BLVD NE, STE 100	į
13:0	ī	INVC# D 58111416 E 456.89 TOT\$ J PAID 3	6 TOT\$	240.43 BAL	43111416 252.32 PAID 252.32 BAL	EL69111416 140.00 TOT\$ PALD 140.00 BAL	BL70111416 140.00 TOT\$ PAID	1 2	EL71111416 160.00 TOT\$! %	, ,	130.47 BAL

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ce: 11/10/16 13:	13:03:52	INVOICE PITALING NOTIFIED		PO# Amount	
INVC#	Мате	Description	Line Item		
521.88 TOT\$ PAID 521.88 BAL	8814 HORIZON BLVD NE, STE 100 ALBUQUERQUE NM 87113			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	C
EL73111416 140.00 TOT\$ PAID	SHANFELDT, MARGARET M P.O. BOX 3092 MORLARIY NW 87035	GENERAL BLECTION JUDGE	401212226		0 · 0 · 0 · 0 · 0 · 0 · 0 · 0 · 0 · 0 ·
: 3	SHOVELIN, LINDA P O BOX 183 MOUNTAINAIR NM 87036	GENERAL ELECTION JUDGE GENERAL ELECTION SCHOOL	401212226 401212226		140.00 20.00
	SPORTSNAN'S WAREHOUSE, INC. 1450 RENAISSANCE BLVD NE ALBUQUERQUE NM 87107	4 - BIO-COOLERS, VARIOUS SIZES TO USE ON MAJOR SCENES TO KEEP EVIDENCE THAT NEEDS TO REMAIN COLD	410502222	30314 30314 30314 30314	344.96
X111416 26.90 TOT\$ PAID	STAPLES BUSINESS ADVANTAGE DEPT DAL PO BOX 83689 CHICAGO II, 60696 3689	PENS/ROLL ADD NCR INV #'S 3278750936/3279350377 ACCT #394849	401302219	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	26.90
26.30 EAL L111416 57.96 TOT\$ FAID 57.96 BAL	STAPLES BUSINESS ADVANTAGE DEPT DAL PO BOX 83689 CHICAGO IL 60696 3689	EXTENSION CORD, SWALL AND LARGE NOTE PADS, PAPER CLIPS	401212219	30306	57.96
! 3	TAPIA, KATE P O BOX 1704 MORIARIY NM 87035	GENERAL ELECTION JUDGE	401212226	1	140.00
! 🖰	1	10 - TASER CAMERA REPLACEMENT CORDS ESTIMATED SHIPPING	41050222	30273 30273 30273	142.46
142.46 BAL 47111416 607.70 TOT\$ PAID 607.70 BAL	1	10 - X26 TASER CARTRIDGES 6 - X26 TASER BATTERIES SHIPPING COMMODITY CODES: 68050	401502231	29829 29829 29829 29829	607.70
650.00 TOT\$	TECHNICON TRAINING & CONSULTING DOEL F RYAN DO BOX 20070 ALBUOUERQUE NM 87154	NG 2 - FTO TRAINING WATTS, GUTIERREZ	410502222	30261	650.00
: 4	1	GENERAL ELECTION CLERK GENERAL ELECTION SCHOOL	401212226 401212226		140.00 20.00

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	Amount)	496.78	484.68	93.45	200.00	!	677.96	338.98	.1 1425.12 1.1
Page: 15	PO# Ar		30125 30125	30202 30202 30202 30202 30202	30207 30207 30207 30207 30207 30207	30175 30175 30175 30175 30175	30233 30233 30233	30244	30190 30190 30190 30190 30190	30255 30255 30255 30255	29811 29811 29811
4 2016	Line Item	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	402612250	402602201	402602244	401152215	405912248	401502201	401502201	401502201	RE 401502201
INVOICE LISTING NOVEMBER 14 2016	Description		REMOVAL OF WASTE OIL COMMODITY CODES: 96246	PARTS FOR VEHICLE REPAIRS- OLIS, FILTERS, TOWELS, FLUIDS, BELTS, FUSES, COLANTS, PLUGS, FUNNELS, GASKETS OCTOBER 2016	PARTS FOR EQUIPMENT REPAIRS- OLIS, FILTERS, BELTS, WIPER BLADES, WRENCHES, BRAKES, WHEEL STUDS, CROSSBAR, LUG NUTS, COOLANTS, TOWELS OCTOBER 2016	PARTS/HARDWARE FOR BUILDING MAINTENANCE PARTS/HARDWARE FOR VEHICLE MAINTENANCE OCTOBER 2016	HICS INSTALLATION OF LIGHT BAR CODE 3 SUPER VISOR FLEXT LIGHT BAR (RED/WHITE)	4 TIRES, MOUNT AND BALANCE RIVAS DODGE	ALICONMENT AND TIRES BACA DODGE VERBAL APPROVAL BY L. OLIVAS 902 ON 9/23/2016 TMP-170919	2 TIRES, MOUNT AND BALANCE STOCUM TAHOE VERBAL APPROVAL BY L. OLLVAS 1015 ON 10/17/2016 TMP-171009	OIL CHANGES, TIRE REPAIRS, TIRE ROTATIONS, AIR FILTERS, MAINT. ON UNITS
13:03:52	Name	ENCINO NM 88321	THERMO FLUIDS INC. PO BOX 7170 PDSADENA CA 91109 7170	TU ENTERPRISES AUTO SUPPLY TOMMY CROSSWHITE P.O. BOX 294 ESTANCIA NM 87016	TJ ENTERPRISES AUTO SUPPLY TOMMY CROSSWHITE P.O. BOX 294 ESTANCIA NM 87016	TU ENTERPRISES AUTO SUPPLY TOMMY CROSSWHITE P.O. BOX 294 ESTANCIA NM 87016	TWO GUNZ CUSTOMZ & HYDROGRAPHICS P O BOX 3132 MOPTARTY NM 87035	!	1 1 1	UNIQUE ENTERPRISES P O BOX 1426 MORIARIY NW 87035	VINIQUE ENTERPRISES PO BOX 1426
Date: 11/10/16 13:	- 36	160.00 BAL	9111416 177.07 TOT\$ PAID	i mi	26111416 484.68 TOT\$ PAID 484.68 BAL	27111416 93.45 TOT\$ PALD 93.45 BAL	1307.98 TOT\$	1307.98 EAL 18111416 781.00 TOTS PALD 781.00 BAL	i i-i	20111416 338.98 TOT\$ PAID 338.98 BAL	21111416 21111416 1425.12 TOT\$

			891.18	67.20	160.00 20.00 2.70	6540.10	1440.68	482.33	53.42	160.00 20.00 12.60	255.25
Page: 16	PO# Amount	29811 29811 29811	30286 30286 30286 30286 30286	30272 30272 30272		30206 30206 30206	30256 30256 30256 30256 30256	30118			30209 30209 30209
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INVOICE LISTING NOVEMBER 14 2016	Description	OCTOBER 2016 COMMODITY CODES: 07564, 86305, 92847	BRAKES, PADS; ROTORS, AND OIL GUTIERREZ DODGE VERBAL APPROVAL BY L. OLIVAS 1233 ON 10-21-2016 TMP-171012	ALL BELLY DUMPS FOR REPAIRS VERBAL APPROVAL BY L. OLIVAS 1121 ON 10/18/2016 TMP-171011	GENERAL ELECTION PRESIDING JUDGE GENERAL ELECTION SCHOOL GENERAL ELECTION P/U BALLOT BOX	PARTS, SERVICE CALLS, CUTTING EDGES FOR EQUIPMENT OCTOBER 2016	SHERIFF WHITE TIRES (CHEVY) TOWING TRAILER TIRES ATV TRAILER TIRES TIRE STEMS, WHEEL BALANCE FEE, TIRE FEE	CONTAINER SERVICE	WATER/SEWER SEPT 26 2016 TO OCT 24 2016 ACCT #310.01	GENERAL ELECTION PRESIDING JUDGE GENERAL ELECTION SCHOOL GENERAL ELECTION P/U BALLOT BOX	PARTS, SERVICE CALLS, CUTTING EDGES FOR EQUIPMENT OCTOBER 2016
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Agenda Item No. 1



UPDATES

- √ Various County Departments
- ✓ Other Boards
- ✓ Forest Service
- √ Commission



Agenda Item No. 2 PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4700 Main Line (505) 384-5294 Fax
www.torrancecountynm.org

Other: _



County Commission

Commissioner James "Jim" Frost, District 1 Commissioner Julia DuCharme, District 2 Commissioner LeRoy M. Candelaria, District 3

County Manager
Joy Ansley
Deputy County Manager
Annette Ortiz

REQUEST TO BE PLACED ON THE TORRANCE COUNTY COMMISSION AGENDA

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

Deadline for inclusion of an item is <u>WEDNESDAY</u>, <u>NOON</u> prior to the subsequent meeting. All fields must be filled out for consideration. Mailing Address: Po Box 449, McIntosh, NM 87032 Today's Date: 11.09.2016 Fax Number: $\frac{}{\text{Would you like this Agenda Faxed to you? Yes}_{No}}$ Telephone number/Extension: Email Address: asturchio atorrance countufive.com Is this request for the next Commission meeting (YES) NO If no, date of Commission Meeting: Brief explanation of business to be discussed: Ratification of EMS Fund Act Vehicle Purchase Application for FY 2018 Is this a Resolution, Contract, Agreement, Grant Application, Other? If yes, corresponding paperwork must be attached. Has this been reviewed by Grant Committee? YE NO Has this been reviewed by the County Attorney? YES If this is a contract, MOU, or Joint Powers Agreement there must be a signature line for the County Attorney on the original contract. Comptroller Initials: Has this been reviewed by the Finance Dept? $^{\text{YES}}$ NO No Impact Change in current fund Raise Budget (allow 45 days after Commission approval) Change in funds (allow 45 days after Commission approval) Reduction Transfer funds (allow 45 days after Commission approval)



EMS FUND ACT VEHICLE PURCHASE APPLICATION FOR FISCAL YEAR 2018



Due Date: November 18, 2016

		BUREAU US not write in th		
Date Received	Region	Status	Reviewer	Disposition

Name of Recipient → (EMS Service/Agency)	Torrance County Fire Department District 5						
Address →	40 Carl Cannon Ranch Rd						
Contact Person →		Augustina Sturchio					
505-903-1536	asturchio@torrancecountyfire.com						
Telephone #	Fax # Email						
El l'Avont N		Times a County					
Fiscal Agent → (County or Municipality)		Torrance County					
(County or Municipality) Address →		PO Box 48 Estancia, NM 87016	•				
(County or Municipality)		PO Box 48	D				
(County or Municipality) Address →	(505) 384-5294	PO Box 48 Estancia. NM 87016					

A. Detailed Analysis of Problem and Need:

Describe in **detail** the existing problem, and the **need & rational** for this new or replacement EMS vehicle and its relationship to your operational mission. This will include the number and type of calls, the **condition** of current vehicle(s), service area characteristics, etc. **If you are proposing a Non-Transport EMS vehicle, please provide details and rationale.**

Rescue 5 is an older, outdated unit that is in need of constant repair and out of service frequently. TCFD D5 is in need of a new transport capable unit to continue dependable service to our rural area with various types of terrain and heavily traveled Interstate that stretches about 40 miles east and west. The total area covered by TCFD D5 is near 3,300sq miles. This unit responds to steep incline roads, dirt roads and private unmaintained roads and interstate and high way roads in all weather.

R5 responds to various types of calls from lift assists, MVA, Wilderness Rescue, Fire and general illness calls. Rescue 5 transports patients to any hospital in Albuquerque or Santa Rosa with many transport times taking a minimum of an hour, often longer based on location of the call. SEE ATTATCHED

B. Service Area Description:

Describe the existing EMS System for which this vehicle would be responding. Information should include a complete service area description, organization of the system, and which services are involved (responding units, rescues, ambulances, hospital, etc). Provide as much detail as possible regarding your current system, along with Mutual Aid agreements. (Attach additional sheets if necessary)

R5 responds to all areas of rural Torrance County covering approximately 3,346 sq miles of rough back roads, mountains, I-40 and highway. Torrance County utilizes Superior Ambulance Service and responds to calls along side. Often times Superior Ambulance is only running one unit of two ALS leaving the area entirely dependent on TCFD to take the overflow and transport in a poorly functioning and unsafe vehicle. D5 is the largest and busiest station running in a squad truck brush truck, tender, engine, rescue and QRU units. Torrance County has mutual aid agreements with Santa Fe County, the City of Moriarty, Estancia, Mountainair and our medical direction with UNM provides quick response units with ALS when called upon. D5 responds to calls for all districts when they are unavailable and as mutual aid to other areas. SEE ATTATCHED

C. Project Impact:

Please describe the impact obtaining this vehicle will have on your EMS System and your county's other EMS services. Also, describe the priority ranking that this request received in the EMS Vehicle Assessment Form. (Attachment #1 to this application)

Torrance County and all districts within, Santa Fe County, Moriarty, Estancia, Mountainair, and New Mexico State Search and Rescue all would greatly benefit from a new rescue. The benefit of a new rescue ensure the transport and transfer of patients as well as responders safely and efficiently. A new rescue will allow our department to achieve our goal of becoming PRC'd and eventually bill. Responders would be able to answer more calls, and it would impact the response time, patient safety, responder safety, This will be the foundation to building the departments moral, responders sense of pride and professionalism and show of competence to our patients thus gaining trust to treat and transport.

TCFD D5-R5 is at the greatest need and number one priority in the county to receive a new rescue due to the call volume, and types of calls this unit responds to. SEE ATTATCHED

D. Cost of Project:

Identify the specification for the EMS vehicle that you propose to purchase (i.e., Ambulance, Type I, Light Duty Cab/Chassis with rear wheel and transferable modular body; Ambulance, Type III, Medium Duty, 4X4, etc.). Provide the specifications and cost estimate*.

*The itemized expense report/estimate for this purchase, including the 25% matching funds, other contributions, and the source of these funds, MUST be provided.

Estimated Purchase Price (Base Unit with no custom features)	\$ 140,979.00 Base Price
Custom features should be itemized on specs/estimate and provided with this application:	\$ 15,381 Custom Price
Amount and source of 25% Matching Funds (of base price) (MUST be provided)	\$ 39,090 25% Matching Funds Fire/EMS Quarter Cent Source of Matching funds
Amount Requested from Fund Act (No more than 75% of Base price of a unit can be funded)	\$ 117,270.00

E. Letters of Collaboration/Support:

Letters of support from other services, entities, and stakeholders greatly strengthen the application. Each service's, entities, or stakeholder's support should be expressed in 3 or more separate letters, NO DUPLICATES.

All letters of support must be included with this application. Letters will not be accepted once the application is submitted, unless otherwise approved.

F. Accountability of Previously Funded Special Project:

Has this service been awarded special funding (i.e., Trauma Systems, Vehicle, Local or Statewide) within the last 3 years? Please describe the status/outcome of the funded project/vehicle. Failure to accurately disclose this information will disqualify the application.

FY of Award	Amount	Name of Project/Description	Status I
N/A			
N/A		3 of 6	

ASSURANCES FY 18 EMS Vehicle Purchase Program

- I certify that all operational and equipment costs associated with this vehicle will be provided for, and;
- I certify that the required matching funds of at least 25% is now or will be available, and;
- I certify that the vehicle will be purchased according to the NM State Procurement Code, and;
- I certify that the local recipient and applicant understand and agree to comply with any and all applicable requirements and regulations of the New Mexico Department of Health, and;
- I certify that the information contained in this application is true and correct to the best of my knowledge.

knowledge	e.		
	Chief / Director of Lo	cal EMS	<u>Service</u>
NAME:	Augustina Sturchio	TITLE:	EMS Ops Chief
SIGNATURE:	(Print / Type Name)	DATE:	10-26-2016
The above w	as sworn and subscribed to before m	e this _	of, 20
My commiss	Notary Public ion expires:		(SEAL)
	Mayor / Chairman Co	unty Cor	<u>nmission</u>
NAME:	Leroy Candelaria	TITLE:	County Commission Chair
SIGNATURE	(Print / Type Name)	DATE:	11-9-2016
The above v	was sworn and subscribed to before n	ne this	9th of Nov 20 16 (Month)
My commis	Notary Public sion expires: Lo-18-19	. ;	OFFICIAL SEAL SETIZABETA LUJAN NOTARY PUBLIC STATE OF NEW MEXICO My Commission Expires:

EMS Agency Name:

- application is obviously for one potential replacement vehicle, please list all EMS vehicles in most need of replacement. For applications requesting a vehicle that will serve as a replacement, please provide the unit number of the vehicle targeted for replacement, a summary of the area serviced by this vehicle, and why it needs replacement. While this
 - If this application is for a new vehicle, provide a summary of the area to be serviced by the new vehicle, and a summary of the reason that potential new/additional vehicle is needed.
- We realize this seems redundant, but this sheet serves as a quick reference for the Statewide EMS Advisory Committee review group, as well as other reviewers.

	And the state of t	Till Full Danie on the company Init
The state of the s	Area Serviced	Reason for Replacement rounds
Venicle Unit Mumber		1 A
1. RESCUE 5	TORRANCE COUNTY	UNSAFE, OUIDAIED, ONRELIABLE
		TOTAL DISTORTION OF THE CONTRACT CONTRA
2. DESCIIE A	TORRANCE COUNTY	CRACKED KEAKEIND, DINGALE, OOLD, TE
PE000F 1		HIVOINI CLEVCE
3. RESCUE 2	TORRANCE COUNTY	ELECTRICAL, OUTDATED, ONSALE

Please list ALL vehicles used for EMS response in your EMS System/County, including any needing replacement already listed above. Failure to complete this portion will disqualify your application.

	Capacity	non Rd Ford F350 1996 1 G83320 4 2 85,135		non Rd Ford F550 2001 G83322 2 2 114,030		F550 2002 G90940 2 2 113,020									
	Garage Address	An Carl Cannon Rd	40 Call Callion 13	An Carl Cannon Rd	40 Call Callion I'd	30 Indian Hills Rd Ford F550 2002	og IIIdiali i ilio ika								
!	Vehicle Unit Number		1. K3	20		20	<u>.</u>	_	4.		 5.	5.	5.	5.	5.

Regional Office and Service Checklist

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III signat	All signatures on proper signature lines	Region Initial		
III price	All price quotes attached, if applicable		1	
∖II Letteı	All Letters of Support		ļ	
All notar	All notary signatures in proper place			
∖II detai	All detailed contributions listings			
All servi	All services or counties listed that this will benefit			
etter a	Letter and approval of extension if needed			
-iscal a	Fiscal agent's correct mailing address			
Recipie	Recipient's correct mailing address	-		
Origina	0. Original and 2 additional copies-No special			
binding.	'n			

A. Detailed Analysis of Problem or Need-continued

Rescue 5 is a safety and health hazard for patients and responders. Diesel fumes fill the cab and the back of the rescue with an overwhelming and unbearable odor especially for patients suffering from respiratory illness. Recently during a transport to the VA Hospital with a patient in respiratory distress, the rescue started to fill with smoke. Once the patient was safely transferred, the entire unit was filled with dark smoke leaving the crew stranded for nearly four hours in Albuquerque waiting for help from Moriarty. Though this is one incident, this is one of many.

TCFD D5 has never had a new rescue and has always received used run down rescues from other Counties such as Bernalillo or Santa Fe and as a small fire department, we tried to care for and maintain the units to prolong the life to the best of our abilities. However, our area terrain, call types and volume burden all responding units and require dependable safe transport of responders and patients. TCFD D5 has had to leave calls unanswered due to multiple nonworking/out of service units down at one time. A new rescue would solve all these issues for Torrance County Fire Department.

B. Service Area Description

In the 3,346sq miles that D5 responds to, includes Duran, Encino, and Mountainair, Willard with distances as far as 70 miles from Moriarty and 102 miles to UNM Hospital. Transport will be required regardless of PT status or needs if weather does not permit a helicopter transport or one is not available. Torrance County is large and rural which leaves many dead zones for cellular service and any radio communications with dispatch or other agency. In an unreliable and unsafe vehicle, such as R5, this puts responders and patients at risk.

C. Project Impact

Torrance County residence and visitors will benefit from a new rescue that can access and respond to them in almost any situation such as wilderness rescue or weather circumstance like snow storms. Torrance County Fire Department would be willing and able to donate Rescue 5 to another department if it could benefit them in anyway. Torrance County Fire Department D5 is open to all community service project suggestions and would be willing to do any for an in-kind contribution.

To conclude in a brief summary; Torrance County Fire Department is in desperate need of a new rescue. Our small department is currently rotating between three rescues borrowed from other departments that are also in the same unsafe, unreliable condition as Rescue 5. By doing so, this leaves the other departments without their

rescue and entirely dependent on district 5 while in possession of the borrowed vehicle. District 5 then takes the call volume for a larger area which strains the poorly running rescue further. District 5 will respond to all areas of rural and rugged Torrance County, in all-weather from ice storms on the interstate to sub-zero temperature rescues, structure fires, wild land, medical and trauma and we will transport to any hospital in Albuquerque or Santa Rosa. We will respond and transport when a helicopter cannot and we need a reliable rescue to ensure our patients and responders are safe while doing so. We will do more for the community; more calls can be answered and responded to with a new rescue. We can donate the old rescue to any department in great need of it and we are very willing to volunteer more of our time for in-kind services. We need a new rescue, our community needs a new rescue, please consider Torrance County Fire Department for this grant.



Agenda Item No. 3

Airyas.

PRODUCT SALE AGREEMENT

Airgas USA, LLC, with offices at 2929 Vassar Dr NE, Albuquerque, NM 87107 and the County of Torrance, State of New Mexico, a governmental entity and through the Torrance County Fire Department, with offices at P O Box 449, McIntosh, NM 87032, for and in consideration of the mutual promises and covenants set forth herein and intending to be legally bound thereby, agree as follows:

- 1. **REQUIREMENTS**: Buyer shall buy from Seller, and Seller shall sell to Buyer, Buyer's present and future requirements of industrial, specialty, and/or medical gases, in gaseous and/or liquid form ("Product(s)"), for use at listed location(s) and at any relocated, expanded, or new Buyer location(s), in suitable containers including, without limitation, cylinders, liquid containers and/or bulk, including "mini" or "micro" bulk, and including on-site generation equipment, upon the terms and conditions set forth in this Agreement, including, without limitation, any rider or amendment to this Agreement. The Products covered by this Agreement shall also include Buyer's requirements of (i) welding consumables and equipment, safety products and services, and related supplies as may be designated in any rider or amendment hereto, and (ii) any products used by Buyer in substitution for any of the Products described herein. Should there be a material increase in Buyer's requirements for any of the Products, as compared to Buyer's requirements at the inception of the Agreement, Seller shall not be obligated, but shall have the right at its option, to deliver Product that exceeds such original amount. If, to meet such additional requirements, Seller must obtain Product from alternative sources of supply, Buyer shall pay all additional costs associated with such additional supply.
- 2. **TERM**: This Agreement shall be effective as of the later of the dates signed by Seller or Buyer, subject to the termination rights set out herein. The initial term shall be five (5) years measured from the latest of (a) the date of first delivery of Product by Seller hereunder, (b) the date signed by Seller herein below, or (c) in the event Buyer is contractually bound and prohibited from buying Products under this Agreement by any prior agreement, then the date of the earliest expiration or earlier termination of such prior agreement. Thereafter, the Agreement shall automatically renew for successive one (1) year renewal terms unless terminated at the end of (a) the Initial Term or (b) any renewal term, as the case may be, upon not less than twelve (12) months' prior written notice by either party, given in accordance with Section 27 herein. The Initial Term and any renewal terms shall be "the Term". If any gas or liquid storage tanks and related equipment ("Equipment") are relocated or Seller provides additional Equipment to meet Buyer's gas requirements, then a new Term equal to the Initial Term shall commence upon the date of first delivery of Product into the relocated, replacement or additional Equipment. Notwithstanding the above, Buyer retains the right to terminate this agreement at any time upon 180 day written notice, given in accordance with Section 27 herein.
- 3. **PRICING AND PAYMENT TERMS**: The pricing for Products purchased hereunder, which may be adjusted by Seller from time to time, shall be as set forth in this Agreement or any rider or amendment hereto. Terms of payment are Net 30 Days. Continued open account credit is subject to Seller's assessment of Buyer's financial condition and ability to pay. In the event Buyer fails to make any payment when and as due, Seller may charge Buyer interest at the lesser of one-and-one-half percent (1.5%) per month or the highest rate permitted by law calculated from and excluding the due date thereof to and including the date of payment.
- 4. SURCHARGES: Following notice from Seller, Buyer shall pay to Seller a surcharge in the event of any extraordinary, emergency or other unanticipated increases in the cost of manufacturing, supplying or distributing Product hereunder. Such surcharge shall not be deemed a "Price Change" subject to the provision(s) of Section 19 herein.
- 5. **RENTAL/FACILITY FEES**: Seller shall maintain records of cylinder deliveries and returns hereunder and shall charge Buyer rental at the rates in the attached rider. If not listed on a rider, rental fees will be priced at market rate. Such fees may be adjusted by Seller from time to time. In the event that any Equipment is installed by Seller or its representative at Buyer's facility for storage of Product, Buyer shall pay to Seller, for the availability of said Equipment for use hereunder, a fee computed by Seller for each item of Equipment so installed ("Facility Fee"), which Facility Fee is subject to change from time to time.
- 6. **CYLINDER RETURN**: Buyer shall return, in a good and non-contaminated condition, all cylinders, with valves closed, complete with caps and fittings and shall pay Seller the replacement value of any lost or damaged cylinders, caps or fittings and for any loss or damage caused by Buyer contamination. Buyer shall not permit cylinders or other storage containers furnished hereunder to be filled with any product not furnished by Seller or Seller's authorized representative.
- 7. **BULK SITE REQUIREMENTS**: Buyer shall promptly furnish an accessible, secure location ("Site") for Seller's Equipment at each of its facilities at which Products are required to enable suitable delivery and storage of such Products, including all foundations, lighting, fences, pipes and other preparation and equipment required for the safe delivery and distribution of Product(s) to and from the Site. Buyer shall also provide at the Site, at Buyer's cost, all electricity or other utilities, including, if necessary, phone lines, as well as all licenses and permits required in connection with use of the Site.
- 8. INSTALLATION: Equipment provided by Seller shall be installed and maintained in good repair and operation by Seller. Buyer may provide its own equipment in which event Seller shall have no obligation to maintain the same. Buyer shall have no ownership interest in the Equipment installed at the Site by Seller and shall keep same free of any and all liens or claims of any kind. Buyer shall pay Seller's freight charges for the Equipment, FOB Seller's plant or shipping point of the Equipment. Buyer shall pay Seller's rigging costs associated with the Equipment installation. Buyer shall be responsible and liable for payment of, or, or, if Seller makes payment, shall reimburse Seller for, all costs arising out of Site conditions requiring additional labor or other costs that may be incurred by Seller in any such installation or other construction work hereunder. Buyer shall not permit Equipment furnished hereunder to be filled with any product not furnished by Seller or Seller's authorized representative.
- 9. ACCESS: Authorized representatives of Buyer, Seller and/or Seller's representatives shall have access at all reasonable times to the Site, but Buyer shall deny access to all others. Buyer shall not alter, adjust or repair any Equipment installed by Seller at the Site. Buyer shall be responsible for any loss of, or damage to, such Equipment unless arising as a direct result of Seller's sole negligence. Seller shall not be liable for any delay in installation of any such Equipment.
- 10. EQUIPMENT CHANGE: If in the sole judgment of Seller any Equipment installed by Seller shall become inadequate, including, without limitation, because of a substantial change in Buyer's requirements of Product, Seller shall have the right, at its own expense, to substitute a different size or type of Equipment and the Facility Fee shall be adjusted to reflect such substitutions. This right is in addition to any rights Seller may have under Section 2. This Agreement will cover all mode changes, including but not limited to: cylinders to liquid containers, liquid containers to bulk storage vessels (including microbulk), bulk storage vessels to on-site generation, or any combination of the preceding.
- 11. **REMOVAL**: Seller shall have the right to remove any Equipment installed by it within ninety (90) days after the expiration or termination of this Agreement. Buyer's obligation with respect to loss of, or damage to Equipment shall remain in full force and effect until Seller effects such removal. Buyer may require Seller to remove any of its Equipment from the Site prior to the end of the Term by paying to Seller (a) a pro-rata share of the cost of installing such Equipment which reflects the balance of the Term of this Agreement that is unexpired as of the date of such removal and (b) a removal fee reasonably determined by Seller. No such removal shall affect Buyer's obligation to purchase its requirements for Products from Seller. At the end of the Term, Buyer shall pay a removal fee only.

Seller InitialsBuyer I	nitials
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- 12. **DELIVERIES**: (a) Bulk and Microbulk storage Sites shall be accessible for delivery twenty-four (24) hours per day; (b) Seller or its representatives shall usually make deliveries of all other Product(s) on regular business days between the hours of 8:00 a.m. and 5:00 p.m. Such Product may be delivered at other hours, upon agreement of the parties. In the event Buyer requests Seller to deliver at other hours, Seller shall employ commercially reasonable efforts, but shall not be obligated to make such deliveries, and Buyer shall pay all additional expenses incurred by Seller as a result of such special delivery; (c) Deliveries made during a strike or other labor disturbance affecting Buyer shall be at Buyer's sole risk. Buyer hereby indemnifies Seller from and against all costs, damages and losses ("Losses") arising out of any such delivery where such Losses incurred by Seller are in excess of the delivery costs normally associated with delivering Products to Buyer; (d) With respect to bulk Product sold hereunder, Seller may, at its sole option, but is not obligated to, make any delivery of less than seventy-five percent (75%) of the bulk tank capacity.
- 13. WARRANTY: Seller warrants that, at the time of delivery, all Products furnished hereunder shall conform to the manufacturer's or Seller's specification. SELLER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. SELLER MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY SELLER TO BUYER. SELLER ASSUMES NO OBLIGATION OR LIABILITY FOR ANY TECHNICAL ADVICE GIVEN BY SELLER WITH REFERENCE TO THE USE OF PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IF GIVEN AND ACCEPTED IS AT BUYER'S SOLE RISK.
- 14. LIMITATION OF LIABILITY: NEITHER SELLER NOR SELLER'S SUPPLIERS OF GAS PRODUCTS ("SELLER'S SUPPLIERS") SHALL BE LIABLE TO BUYER FOR ANY DIRECT DAMAGES (EXCEPT AS EXPRESSLY PROVIDED HEREIN). NEITHER SELLER NOR SELLER'S SUPPLIERS SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, ARISING OR ALLEGED TO ARISE OUT OF OR IN CONNECTION WITH ITS PERFORMANCE HEREUNDER OR WITH ANY PRODUCT OR EQUIPMENT SOLD OR LEASED HEREUNDER, WHETHER SUCH DAMAGE RESULTS FROM ANY NEGLIGENT ACT OR OMISSION OR IS RELATED TO STRICT LIABILITY, OR OTHERWISE.
- 15. **REMEDY**: Buyer's exclusive remedy for the unexcused failure on the part of Seller to deliver Product when required by Buyer, regardless of the cause of such failure, including negligence, shall be to recover from Seller the difference between the cost to Buyer of any reasonable purchase of Product in substitution for Product not delivered and the lesser price of such quantity of Product hereunder. Buyer's exclusive remedy for each unexcused failure of Product to meet specification shall be to receive a refund of the price of such non-conforming Product or replacement thereof with Product that meets such specification. With respect to the foregoing remedies, Buyer hereby releases Seller's Suppliers from any and all claims, costs, fees (including reasonable legal fees and expenses), damages and liabilities, whether in contract or tort (including those arising from Seller's Suppliers' negligence or strict liability), arising from or relating to (i) Seller's failure to supply gas Products hereunder or (ii) the failure of gas Products to meet the specifications set forth in Section 13.
- 16. CUSTOM ORDERS/INVENTORY: In the event Seller has ordered, manufactured or had manufactured for Buyer any custom or special order goods, including, by way of example only and not limitation, specialty gas blends or mixes, customized safety goods, or specialized Equipment, the expiration or early termination of this Agreement shall not relieve Buyer of its obligation to purchase and pay for all such goods.
- 17. FORCE MAJEURE: Seller's performance hereunder is subject to floods, strikes or other labor disturbances, fire, accidents, war, delays of carriers, inability to obtain raw materials, failure or allocation of normal sources of supply, terrorist act, machinery or equipment breakdown, plant shutdown, restraints of government, (whether or not it later proves to be invalid), or any other similar or dissimilar cause beyond Seller's reasonable control ("Force Majeure Event"). Seller shall not be liable for any damages resulting from a Force Majeure Event, and Buyer waives any right to assert a claim against Seller in respect thereof. Seller shall advise Buyer in writing of the reason for and anticipated length of any such event. If any such event affects only a part of Seller's capacity to perform, Seller may allocate production and deliveries among its customers in a fair and reasonable manner. Buyer shall pay or reimburse Seller for any additional costs incurred by Seller in the procurement or delivery of Product during a Force Majeure Event. Buyer may source Products subject to the Force Majeure Event from another supplier for the duration of the Force Majeure Event.
- 18. TAXES: The prices set forth are exclusive of any amount of federal, state and/or local excise, sales, use, property, retailer's occupation, gross receipts or similar taxes which may be imposed upon this transaction. If any such excluded tax is determined to be applicable, the prices set forth herein shall be increased by the amount of such tax. In the event that Buyer claims exemption, full or partial, from such taxes, a properly completed exemption certificate with a list of the applicable exempt purchases, which will be acceptable to the appropriate taxing authorities, must be provided. The Buyer will provide the applicable exemption certificate for each Buyer location. Should such certificate be found invalid, Buyer agrees to bear the burden of any interest and penalties assessed.
- 19. PRICE CHANGES: In the event that Seller increases the price for a specific Product sold under this Agreement, such increase shall become effective fifteen (15) days after written notice is given to Buyer. If within fifteen (15) days of receiving such notice, Buyer furnishes Seller with a copy of a bona fide firm written offer to sell such Product of the same quantities, of the same quality under similar circumstances at prices lower than such revised prices, Seller shall have fifteen (15) days within which to, at Seller's sole option, either meet the lower price, exclusive of surcharges, hazmat or regulatory compliance fees, or revert to Seller's price in effect before the price increase. If Seller agrees to meet such lower price, or reverts to Seller's price in effect before the price increase, Seller shall have the right, at its option, to extend the Term of this Agreement for a period of time equal to the Initial Term provided in this Agreement or the term of the competitive written offer. If Seller does not exercise its option to meet the competitive price or revert to Seller's previous Product price, Buyer may terminate this Agreement as to such Product by giving Seller thirty (30) days' written notice of such termination. Buyer's rights under this Section shall not apply to any price increase arising as a result in whole or part of compliance by Seller or its suppliers with Federal, state, or municipal taxes, or government agency required audits or other regulations.
- 20. **COMPLIANCE/ MSDS**: Buyer shall instruct its employees and agents to comply, and at all times Buyer shall comply, with all applicable federal, state and local statutes, regulations and laws regarding the safe handling, transportation and use of the Products, including without limitation all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act, the Occupational Safety and Health Act, and applicable regulations thereunder. Buyer acknowledges and agrees that Seller has provided Buyer with all relevant Material Safety Data Sheets (MSDS). Additional MSDSs and copies are available: (i) at the local Airgas branch; (ii) by calling 919-368-8518; or (iii) by logging on to www.airgas.com. Buyer understands that the Products must not be used without first consulting the MSDS.

Seller Initials	Buyer Initials

- 21. BUYER'S RESPONSIBILITIES: Products are sold on the condition that they be handled, used and disposed of in conformance with recognized industry and professional standards, including those related to the protection of human health and the environment. BUYER ACKNOWLEDGES THAT THERE ARE HAZARDS ASSOCIATED WITH THE USE OF THE PRODUCTS, THAT IT UNDERSTANDS SUCH HAZARDS, AND THAT IT IS THE RESPONSIBILITY OF BUYER TO WARN AND PROTECT ALL THOSE EXPOSED TO SUCH HAZARDS. It is Buyer's responsibility to ensure that: (i) the installation and/or use of the Products complies with all applicable laws, codes or regulations for the relevant jurisdiction; (ii) the Products are safe for the intended use; and (iii) the Products are handled in a safe and professional manner. BUYER SHALL HAVE THE SOLE RESPONSIBILITY FOR DETERMINING THE SUITABILITY OF ANY OF SELLER'S PRODUCTS FOR THE USE CONTEMPLATED BY BUYER.
- 22. CLAIMS: All claims by Buyer having anything to do with any Product or Equipment furnished hereunder by Seller shall be made in writing within ten (10) days after the delivery thereof and failure of Buyer to give such notice shall constitute a complete waiver by Buyer of any such claims and defense for Seller against any such claims.
- 23. ITEMIZED CHARGES: (a) The total amount due from Buyer may include various itemized charges, including: charges for the handling of hazardous materials and for compliance with laws and regulations concerning hazardous materials; charges for handling, delivery, and shipping; and/or charges for energy or fuel. None of the charges represents a tax or fee paid to or imposed by any governmental authority and all of the charges are retained by Seller. Seller has not specifically quantified the relationship between the charges and the actual costs associated with the charges, which can vary by product, service, time and place, among other things. (b) No such charges not already provided for in a rider hereto will be imposed without mutual consent.
- 24. ATTORNEYS' FEES: In the event any action or legal proceeding is brought by Seller to enforce, interpret, protect or establish any provision of this Agreement or right or remedy, Seller shall be entitled to recover as part of such action or proceeding, in addition to any other relief granted, reasonable attorneys' fees and court costs, including costs of appeal as may be fixed by the court or jury.
- 25. GOVERNING LAW; CLASS ACTION AND TRIAL BY JURY WAIVER: This Agreement shall be governed by and construed in accordance with the substantive law of the State of New Mexico, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods and The Uniform Computer Information Transactions Act will not, for any purpose, govern or apply to this Agreement or any transactions, performance or disputes hereunder. Both parties hereto hereby waive all right or entitlement to trial by jury in connection with any dispute that arises out of or relates in any way hereto or to Product supplied hereunder. Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum.
- 26. COUNTERPARTS; ELECTRONIC TRANSMISSION: This Agreement may be executed in counterparts, each of which shall be an original and both of which taken together shall constitute the same instrument. Transmission by facsimile, email or other form of electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart and legal, valid and binding execution by such party.
- 27. **NOTICES**: Unless otherwise provided herein, all notices shall be in writing, addressed to the intended recipient at the address on the first page hereof or such other address as the recipient may provide, and shall be deemed to have been given on the date such notice is hand delivered, sent by overnight courier providing proof of delivery, or sent by email to an address provided by the recipient for such purpose. Notwithstanding the foregoing, a notice of termination under Section 2 hereof must be given by overnight courier providing proof of delivery.
- 28. ACCEPTANCE: This Agreement shall not be binding on Buyer and Seller until it is accepted in writing by a duly authorized representative of each party. This Agreement with any riders and/or amendments represents the entire Agreement between Seller and Buyer in relation to the sale of Products. Amendments to this Agreement shall be in writing and no acceptance by Seller of any purchase order, acknowledgment, or other document specifying different and/or additional terms or conditions shall be effective. This Agreement shall inure to the benefit of Seller and Buyer and their respective successors and assigns. Headings used herein are for reference only and not interpretation of the Agreement. As a part of the consideration for this Agreement, the applicable provisions of Section 14 (Limitation of Liability) and Section 15 (Remedy) shall extend to and be enforceable by and for the benefit of Seller's Suppliers.

County of Torrance, State of New	Mexico (Buyer)	Airgas USA, LLC	(Seller)
Accepted By:		Submitted By: Accepted By:	
Printed Name: Title:	Date:	Printed Name:	
Reference Date:	rev'd 4-14	Title:	Date:



Cylinder Gases Rider

Initial Term Rider to Agreement between Torrance County Fire Department and Airgas USA, LLC, with a Reference Date of November 9, 2016

Buyer's Location(s): 2287851	PO Box 449, McIntosh, NM 87032
2198405	44 Carl Cannon Ranch Rd, Moriarty, NM 87035
2296717	757 Salt Mission Trail, McIntosh, NM 87032
2201579	757 Salt Mission Trail, McIntosh, NM 87032
2251465	39 Indian Hills Road, Moriarty, NM 87035

Product	Price/100SCF	Cylinder Size	Price/Cylinder	Daily Rent
OX USPDA		D	11.96	
OX USP125 OX USP200 Lease	Yearly	125 200	66.64 32.22 80.00	

^{*}All other cylinders not listed but leased (rented), or purchased by Buyer from Seller hereunder will be priced at market level.

Hazmat Charge is \$_16.52 per Delivery
Delivery Charge is \$_33.00 per Delivery
Fuel Surcharge is \$4.35 per Delivery

		II TIGA LI C	(Seller)
Torrance Count Fire Department	(Buyer)	Airgas USA, LLC	(Bener)
Accepted By:		Submitted By:	
Printed Name:		Accepted By:	
Title:	Date:	Printed Name:	
		Title: Date:	

Rev 4-14

Airgas.

Bulk Gases Rider

Initial Term Rider to Agreement between [Customer] and Airgas USA, LLC, with a Reference Date of [Date]

Facility Fee

Buyer's Location(s): [Insert address(es)]

Product Estimated Monthly Unit of Measure Price/Unit Equipment Monthly Rental

Volume

*All bulk gases not listed but purchased by Buyer from Seller hereunder will be priced at market level.

ALL CHARGES BELOW ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Hazmat Charge is \$ per D	elivery			
Delivery Charge is \$ per	Delivery			
Telemetry Fee is \$ per M	onth per Vessel			
[Customer Name]	(Buyer)	Airgas USA, LLC		(Seller)
Accepted By:		Submitted By:		
Printed Name:		Accepted By:		
Title:	Date:	Printed Name:		
		Title:	Date:	

Rev 4-14



Agenda Item No. 4



Waste Management of New Mexico, Inc. 222 S Mill Ave Tempe, AZ, 85281-6472 (800) 796-9696

WM Agreement # Customer Acct # Acct. Name Salesperson Effective Date

Last API Date

\$0007851822 654-47149 TORRANCE COUNTY **Antoinette Capocy** 10/1/2016

09/14/2015

Company Waste Management of New Mexico, Inc.

Printed Name

Service Agreement
Non-Hazardous Waste Service Summary

Service I	nformation				Billing In	formation		
Name	TORRANCE CN		Hanna Sanchez		Name	TORRANCE COUNTY	Contact	Hanna Sanchez
Address	753 SALT MISSI TRL	ON Telephone #	(505) 384-6025		Address	PO BÓX 449	Telephone #	(505) 384-6025
City State Zip	MCINTOSH, NM 87032	Fax#			City State Zip	MCINTOSH, NM 87032	Fax#	
County/Parish	TORRANCE	Email	hsanchez@torrancecour re.com	ityfi	County/Parish	TORR	Email	hsanchez@torrancecountyfi re.com
and 3 at 6%. E	inroll the account in a year **	n AutoPay and go	s. Annual price increase cap fo to a paperless invoice to save	r yesr 2 an	PO#			
Service I	Description	& Recurri	ng Rates					
Quanti 1		quipment Yard FEL	Material Stream MSW Commercial	1:	Frequency x Every Other Week (Odd)		rvice Plan onmental/RCR	\$ 193.29 \$ 9.95 \$ 62.63 *
	Curre	nt rate for Extr	a Pickup (per Lift): \$ 200.	00		TOTAL		\$ 265.87
Customer's	s Waste Mater	rials not to ex	ceed an average weigh	it of lb	os/yard.	Administrati GRAND TOT		\$ 5.00* \$ 270.87*
Initial One T	ime Service Ch	arges*	As Needed Se	rvices'	rage are for reci	***************************************		all additional services will be at
Setup Charg		\$	0.00 current rates at removal, overage services and current	the tinges and ges and grent p	ne of service. T d contamination prices.	hese include but a n. Contact Waste	are not limited to Management for	r a full list of such additional
any amount	s shown above a	re estimated, ar		iculate al lave	s and/orfees a	and a Recycle Ma	terial Offset, if a	not listed on this summary; of the Charges. Information pplicable, will also be added to and automated payments.
Contract 7	Term for mon	thly rate ser	vices is for 3 year(s) f	rom 1	the Effective	Date ('Initial'	Term') and it	shall automatically
renew the	reafter for ad	ditional term	s of 12 months ('Ren	ewai	Term') unles	ss terminated	as set forth	herein.
The individual accompany t	el signing this ag this service summ	reement on beh nary sheet and t	alf of customer acknowledge hat he/she has the authority	es that to sig	he/she has rea n on behalf of t	nd and accepts the he customer.	e terms and con-	ditions of this agreement which
Customer Sign	natura	Printe	d Name	_	Title		Date	

Terms and Conditions on following page(s)

Waste Management Sales Rep.

Date

١.,

WM Agreement # \$0007851822

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through uself and its subsidiaries and corporate affiliates, shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Surmany. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined heren. For purposes of this Agreement. "Waste Materials" as defined the service Address. Waste Materials includes Special Waste, such as industrial process vastes, asbestos-containing material, periodizent containing that the materials of the service Address. Waste Materials includes Special Waste, end sent to be appeared by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of any waste tires, which Customer shall complete a Special Waste Profite sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of any waste tires, radioactive, volantle, corrosive, flanunable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxis substance or material, as defined by, characterized or listed under applicable federal, state or local laws or regulations, any materials containing information proceeded by Sederal, state or local laws or regulations, and customer and additional Exhibit L to this Agreement), or Special or local laws or regulations, and customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable faw.

2. TERM. The Term of this Agreement is set forth on the Service Summary of this Agreement, Unless otherwise specified on the Service Summary, the Term shall automatically renew for the period set forth therein unless either party gives to the other party written notice (See Section 11(c)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the contract will be considered automatically renewed upon completion of the then-existing term.

3. SERVICES GUARANTY; CUSTOMER TERMINATION. If the Company falls to perform the services described within five business days of its receipt of a written demand from Customer (See Section 11(e)). Customer may terminate this Agreement with the payment of all momes due through the termination date. If Company increases the Changes payable by Customer hereunder for reasons other than as set forth in Section 4 below. Customer shall have the right to termination this Agreement by written notice to the Company of later than thirty (30) days after Company notifies Customer of such increase in Changes in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and offer if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.

4. CHARGES; PAYMENTS; ADJUSTMENTS. Upon receipt of an invoice. Customer shall pay any and all charges, fees and other amounts payable under this Agreement for the services and/or equipment (including repair and maintenance) furnished by Company ("Charges"). Company reserves the right to increase the Charges payable by Customer during the Term; (a) for any changes to, or diffeences between, the actual equipment and services provided by Company to Customer and those specified on the Service Summary; (b) for any change in the composition of the Waste Materials of the average weight per yard of Customer's Waste Materials exceeds the omnount specified on the Service Summary; (c) for any changes in or other modification to the Company's Fuel Surchage. Regulatory Cost Recovery Charge, Recycle Material Offset, Environmental Charge, and/or any Fees/Charges specified on the Service Summary; (c) to cover any increases in disposal and/or third parry transportation costs, including fuel surcharges; (c) to cover increases does the to uncontrollable creamstances, including, vilhout instance, in local, state or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, lumirances and natural disasters; and (f) no more often than annually from the Effective limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, lumirances and natural disasters; and (f) no more often than annually from the Effective limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, lumirances and natural disasters; and (f) no more often than annually from the Effective limitation, changes in local, state or federal laws or regulation of the description of the Services provided an annual from the Effective Index or components thereof applicable to the Services provided an exceed in Changes (a) through (e) above may include an annual for Company alg

5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, and any changes to amounts payable under this Agreement, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties If Customer changes its Service Address during the Torm, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however. Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or after the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, nommal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend services or terminate this Agreement in the event Customer violates any of this provision. Customer shall pay, if changed by Company, an additional fee far any service modifications caused by or resulting from Customer's falliture to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the equipment or Company's services.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default. Customer shall pay the following Inquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renowal Term) under this Agreement is six or more months, Customer shall pay the average of its six most recent monthly Changes (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Changes (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Changes (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Changes (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Changes (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Changes (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Changes (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Changes (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Changes (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Changes (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Changes (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Changes (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Changes (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Changes (or, if

8. INDEMNITY. The Company ogrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, hamiless from and against any and all liability which Customer may be responsible for or pay out as a result of bodity injuries (including death), property damage, or any violation or alleged violation of law, to the evient caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company, its parent, subsidiaries, comporate affiliates and their joint venture partners, inamiless from and against any and all liability which the Company may be responsible for or pay out as a result of bodity injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent net or omission or willful misconduct of the Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT OF FIRST REFUSAL. Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, BINDING ARBITRATION; Except for those claims expressly excluded below (EXCLUDED CLAIMS). Customer and Company agree that ANY and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, lay or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration approachers). CLASS ACTION WAIVER: Customer and Company, agree that under no circumstances, whether in arbitration or otherwise, may customer bring any claim against the Company, or allow any claim that the Customer may have against the Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or no behalf of a may other entity or person, including customers of the Company to be asserted, as part of a class action, on a consolidated or other automators of the Company to be asserted, as part of a class action, on a consolidated or other automators of the Company to be asserted. The prior agreement of a class action or a subject to mandatory binding arbitration: (A) either party's claims against the other in connection with bodily injury or real property damage and other customers of the Company as a claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to the Company by the Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS, (a) Except for the obligation to make payments hereunder, neither party shall be in default for us failure to perform or delay in performance caused by events or significant threats of events beyond us reasonable control, whether or not foresceable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be execused from performance during the occurrence of such events, (b) This Agreement shall be binding on and shall mure to the benefit of the parties hereto and their respective successors and assigns, (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided (c) All written notification to Company required by this Agreement shall be by Contified Mall, Remark Receipt Requested to Company's address on the first page of the Service Summary. (b) If any provision of this Agreement, of this Agreement of this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's automosy' fees and court costs.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:

1. (i) Single stream, commingled Recyclable Materials ("Single Stream") will consist of 100% of Customer's clean, dry, paper or cardboard without was liners; clean, dry and empty aluminum food and beverage containers, at (i) Single stream, commingled Recyclable Materials ("Single Stream") will consist of 100% of Customer's clean, dry, paper or cardboard without was liners; clean, dry and empty aluminum food and beverage containers, at (ii) and in the container plastics of 100% of Customer's clean, dry, paper or cardboard without was liners; clean, dry and empty aluminum food and beverage containers, at (ii) and in the container plastics and time should be exceeded from Single Stream may contain up to 5% in a proper device of the paper of Company, and the paper device of the paper has been in contact with food, is unacceptable ("Unacceptable Materials"). Single Stream may contain up to 5% in a paper device of the paper

Damages.

e Service arrangements will be agreed upon between Customer and Company for the service locations set forth in this Agreement. For trailer load quantuies. Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. Customer shall be pounds minimum against metaling trailers for any cause while located at Customer's location. For baled wastepaper picked up in less than trutter load quantities, minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this contract.



Agenda Item No. 5



Torrance County

Resolution 2016-_

Line Item Transfer Schedule A

								IC+V1	
Fundin	Funding Source:			Irans	ranster From:			W	•
Department	Source	Lin	Line Item	3	Description	(D	200000	Anio	
Assessor	Assessor	610 40	2	618	CO/vehicles	40 2			
Assessor	Assessor	610 40	2	618	CO/vehicles	40 2		5,0	3 6
Rural Addressi	Rural Addressing	675 7	2	201	vehicle fuel	7 2			00.00
dist 1 VFD	fire allotment	407 91	2	219	office supplies				250.00
dist 6 VFD	fire allotment	- 1	2	219	office supplies	418 91 2 272	-		150.00
Fire Admin	fire allotment	- 1	2	266	training	413, 91 2 272	professional Svcs		550.00
dist 5VFD	fire allotment		2	218	equip/maint repair	405 91 2 618			1.00
Road dept.	road	402 60	2	256	road materials	60 2	<u> </u>		
Sheriff	general	401 50	N	267	towing	401 50 2 236			
Admin. Maint	general	401 15	2	215	build maint/repair		4		
Elect. Monit.	jail fund	420 73	2	218	equip/maint repair	420 73 2 272	professional Svcs	\$ 1,200.00	0.00
									-
-									
									20
					TOTAL			\$ 45,604.00	4.90
Transfer (Control of Control of C									



Line Item Transfer Form TORRANCE COUNTY

Requesting Department:

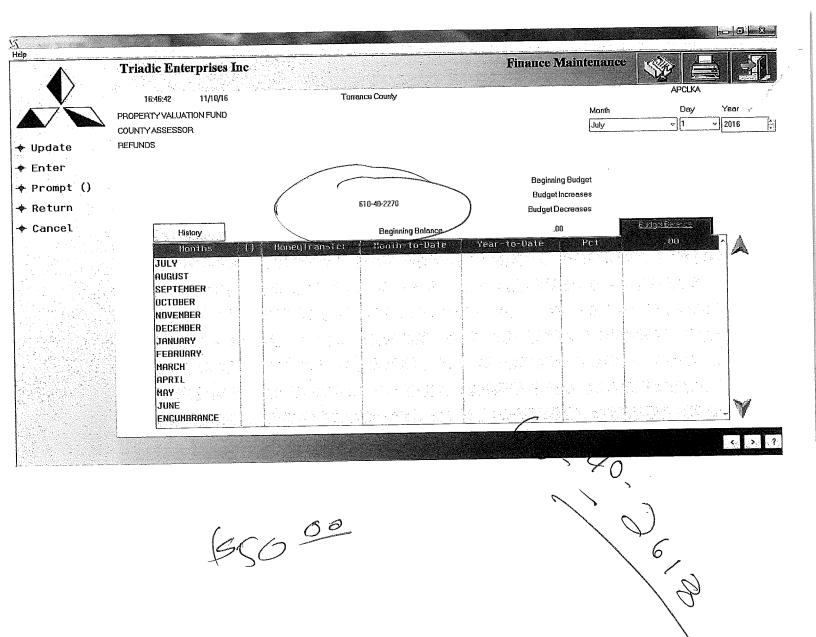
7256289V

My department hereby requests that the following line item transfer(s) be made to the budget:

	Transfer From:	Transfer To:		U
Line Item	Line Item	Line Item	Line Item	Amount of
Number	Description	Number	Description	Transfer
610-40-2618	COMPANY VEHICLE	610-40-2270	REFUNDS	\$ 50.00
Reason for Transfer:		oralis exter with the	deer development	A semil
	MANUAL CONTRACT			2
A				
				10.16
Signature //	0			Date

Signature

Rev. 06/12





TORRANCE COUNTY Line Item Transfer Form

Requesting Department:

ADSESSOR

My department hereby requests that the following line item transfer(s) be made to the budget:

			?: T>:	.∖
	Fransfer From:	I dilsiei 10.	-	Amount of
Line Item	Line Item	Line Item	Line item	
Number	Description	Number	Description	AR AS O
	これのない シボゴミンボ	1201101210日	スプグスミックで	27.000
10 10 10 W W W W	1		HNCESTIVE	
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		•		
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•	-			
Dosson for Tran	sfer: > /			
Dansison 1	Inceptive			
			,	
//				

Signature

Date

Rev. 06/12



TORRANCE COUNTY Line Item Transfer Form

Requesting Department:

Rural Addressing

My department hereby requests that the following line item transfer(s) be made to the budget:

		Transfer To:	ar To:	₩
	[ransfer From:	•	-	Amount of
Line Item	Line Item	Line Item	Description	Transfer
Number	Description	Number	Scription	\$ 50.00
675-07-2201	Vehicle Fuel	6/5-0/-22/0	Rejuilds	
Reason for Transfer:	Reason for Transfer:	s/her Devlonement Permit <i>⊦</i>	Application.	
Retunding mon	es lo appicant niat with a cw			
	-			

Signature

Date

11 10 2016



Line Item Transfer Form TORRANCE COUNTY

Requesting Department:	NEW MEXICO
Ħ.	/0

Distritct 1, 6 and Fire Admin

My department hereby requests that the following line item transfer(s) be made to the budget:

		Transfer To:	er To:		€
	Transfer From:	1	-	An	Amount of
Line Item	Line Item	Line Item		⊣ }	Transfer
Number	Description	Number	Description		250 00
407-91-2219	Office Supplies	407-91-2272	Professional Sycs.	•	150.00
0100 100 011	Office Supplies	418-91-2272	Professional Svcs.	4	100.00
416-91-2219	Training	413-91-2272	Professional Svcs.	S	550.00
413-91-2266	Talling				
Reason for Transfer:	nsfer:	or eDispatches			
Need additional	Need additional fullus iii professional services is:				

Date

Signature Sauches

Rev. 06/12



Line Item Transfer Form TORRANCE COUNTY

luesting	To
luesting Department:	TEM MEXICO
	17

District 5 VFD

Req

My department hereby requests that the following line item transfer(s) be made to the budget:

				FIIC 1:011 10 ps.
			chase vehicle.	l ine Item to purchase vehicle
placed in the C/O Vehicles	Monies should have beer	number of the line item.	Reason for Transfer: On original LIT request, I transposed the ending number of the line item. Monies should have been placed in the C/O Vehicles.	Reason for Ira
		403-81-2010	Equipment Maintenance/Repair	405-91-2218
\$ 26,554.00	C/O Vehicles	10E 01 2618	Description	Number
Transfer	Description	Number	Description	Fine item
Amount of	Line Item	Line Item	l ine ltem	I in least
• • • • • • • • • • • • • • • • • • •	ı	Transfer To:	Transfer From:	
æ				•

Signature

tama Danche

1.7.2016:

Rev. 06/12



TORRANCE COUNTY Line Item Transfer Form



Requesting Department:

My department hereby requests that the following line item transfer(s) be made to the budget:

			Reason for Transfer:					1948 BROH	Number	Line Item		
		TOWNS F IL SHOWS	3				-	With Marchard	Description	Line Item	Transfer From:	
n Chames	2.3		Comer line with so	,					3737	Line Item	I ranster 10:	
			heliele Mun						> <u>{</u>	Description	_	** ·
Date			le Manteine Mepania					1 1	# 0,000,00	Transfer	Amount of	Ð

Signature

0



Line Item Transfer Form **TORRANCE COUNTY**

My department hereby requests that the following line item transfer(s) be made to the budget: Sheriff

Requesting Department:

A STATE OF THE PARTY OF THE PAR		Transfer 10:		1	1
	Transfer From:	١.	_1	Amountoi	
l ine Item	Line Item	Line Item		Transfer	
	Description	Number	Description		
IACITICAL.	l	401-50-2236	Uniforms	7,000.00	
401-50-2267	Towing	401-00-22-00		\$ 2,000.00	
404-50-935 9	Special Investigations	4 01-50-ZZ 50			
1001001					
				\$	
				↔	
				\$	
				4	
				•	
				\$	
				\$	
				\$	
Reason for Transfer:	nsfer:	to cover negative balance	in line item		
Transfer to cove	Transfer to cover the cost of Uniform Needs and to cover negative building	TO COACT HEARING BRICE			All of
	·				
					- Parameter
					Barrett

for \$2.860 from line Hen Transfu

Submitted was of esseasiah

Francom Julsel8

Signature

Rev. 06/12



TORRANCE COUNTY Line Item Transfer Form

Requesting Department:

Maintenance

My department hereby requests that the following line item transfer(s) be made to the budget:

			Must be able to buy parts for truck	Must be able to
			ınsfer:	Reason for Transfer:
. 201 -				
			X.	
00000	Vehicle maint./repair	401-15-2201	Building maint./repair	401-15-2215
	Describuon	Number	Description	Number
Transfer	Line item	Line Item	Line Item	Line Item
Amount of	.	Tansier 10.	Transfer From:	
₩	OT TO:	T-0500		

Date 10/25/2016



Line Item Transfer Form **TORRANCE COUNTY**

Requesting Department:	FORTH MEXICO
ing Department:	w wex

Electronic Monitoring

My department hereby requests that the following line item transfer(s) be made to the budget:

420-73-2218 Reason for Transfer: Drug tests need to be ordered and there is not enough monies in the line-item Professional Services to cover this expense and Line Item Number Transfer From: **Equipment Maintenance** Description Line Item 420-73-2272 Line Item Number Transfer To: Professional Srv. Description Line Item 1, 2000.00 Amount of Transfer

9-26-2016

Signature

stimate

Independent Drug Testing and Ferensic Services PO Box 95708 Albuquerque, NM 87199-5708

9	9107/57/8
# Stemite #	Date

	STANCIA, NM 87016
	O BOX +8
	est Ness-Reyes
,	ORRANCE COUNTY
	Name√ Address

# эполЧ	202-522-1000	Fax # 505-34	96 22-278-20 9	moo.deləminəpde@sletbi	leto T	65.+60,1 \$
					Sales Tax (7.51)	65.47\$ (%27
					letotdu 2	00,020,1 \$
urb aniru laneq E gurb lere laneq S anuozeib amulo	ooivob teot gur eest device	Description		640	00.001	e40 00.004 00.007



Agenda Item No. 6



TORRANCE COUNTY RESOLUTION # 2016- 50 Budget Increase

WHEREAS, the Torrance County Commission in regular session on Wednesday, November 23rd 2016 did propose to authorize a budget increase in the FY 2016-17 Budget, and

WHEREAS, budget increases require authorization from the Department of Finance and Administration, and

WHEREAS, we request authorization for the following budget increase:

(See Attachment A)

NOW THEREFORE, we respectfully request approval for the attached budget increase in the FY 2016-17 budget from the Department of Finance and Administration.

DONE at Estancia, New Mexico, Torrance County this 23rd day of November 2016.

	TORRANCE COUNTY COMMISSION
Attest:	James W. Frost, District 1
	Julia DuCharme, District 2
County Clerk DFA Approval	LeRoy M. Candelaria, District 3



Torrance County

Resolution 2016-

Budget Increase

Schedule A

November 23rd 2016

Funding Source:	ource:		Revenue			Expenditure	
Denamment	Source	Line Item	Description	Amount	Line Item	Description	Amount
Clark	general	401 0 1572	Election Fees	\$ 387.78	401 21 2 205	mileage/per diem	\$ 387.78
D & 7	Grant	628 0 1095	illegal dumping grant	\$ 20,000.00	628 34 2 272	628 34 2 272 professional services	\$ 20,000.00
S							
							1
TOTAL				\$ 20,387.78			\$ 20,387.78
- C N			S.R.O.S.C.S.E.P.E.S.O.Derve Englane Altrick Sold Sold Sold Sold Sold Sold Sold Sold				



TORRANCE COUNTY Budget Increase Request Form

Requesting Department:

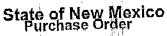
P & Z

My department hereby requests that the following budget increase be made to the budget:

			7)
	egai dullipilig rioject#	udgeted. (Recycling & Ille	additional Grant funds received than what was budgeted. (Recycling & Illegal dulipling ribject #17 19-19)	additional Grant
7 RAID-14)	and dismains Droing+#4	ocumentation):	Reason for Budget Increase (Please attach documentation):	Reason for Buc
			- 6.6	000000000000000000000000000000000000000
\$ 20,000.00	professional services	628-34-2272	illegal dumping grant	828-00-1095
increas		Number	Description	Number
Amount of	Line Item	Line Item	Line Item	Line Item
	Increase:	Expenditure Increase:	Revenue Increase:	Re
>				

Signature

Rev. 11/12



PO Number to be on all Invoices and Correspondence



NM Environment Department NMED-1190 St. Francis Drive Rm. \$4051 Santa Fe NM 87502 United States

Vendor: 0000054405 TORRANCE COUNTY P O BOX 48 ESTANCIA NM 87016

	*		Dispatch	
1	Purchase Order 66700-0000027977	Date 09/22/2016	Revision	Page 1
	Payment Terms	Freight Terms FOB Destination		Ship Via Best Way
	Pay Now Buyer	Phone		
	Bosso C Diren			

NMED-1190 St. Francis Drive Rm. N2150 Ship To:

Santa Fe NM 87502 United States

NMED-1190 St. Francis Drive Rm. N2150 BIII To:

Santa Fe NM 87502 United States

Origin: EXE Exc\Exc\#: 13-1-98A Line-Sch tem/Description Mfg ID	Quantity UOM	PO Price	Extended Amt Due Date
Line-Sch Hem/Description and Hegal Dumping	1.00EA	20,000.00	20,000.00 09/22/2016

FY17 Recycling and Illegal D Grant. Project #17 RAID-14. 66700-02600-8030000000-547400-SRF0000-

-117-A0000

20,000.00

Schedule Total

Item Total

20,000.00

Rosan Duran 827-2452

Total PO Amount

20,000.00

Agency Approval - I cardly that the proposed purchase represented by this document is authorized by and is made in necordance with all State (and if applicable Federal) tegiciation rules and regulation. I further cartify that adequate unoncumbered cash and budget expanditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

RECEIVED

NEW MEXICO ENVIRONMENT DEPARTMENT SOLID WASTE BUREAU

AUG 3 0 2016

SOLID WASTE BUREAU

PROJECT # 17 RAID-14 RECYCLING AND ILLEGAL DUMPING FUND GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into by the New Mexico Environment Department ("NMED") and Torrance County ("GRANTEE") (collectively, "the parties").

WHEREAS, the New Mexico Legislature has enacted the Recycling and Illegal Dumping Act, NMSA 1978, §§ 74-13-1 to -20, ("RAIDA") which establishes the Recycling and Illegal Dumping Fund, NMSA 1978, Section 74-13-19; and

WHEREAS, §§ 74-13-17 and 74-13-19 of the Recycling and Illegal Dumping Act authorizes NMED to make grants to counties, municipalities, Indian nations, pueblos, tribes, land grant communities, cooperative associations, or solid waste authorities for the abatement of illegal dumpsites, for processing, transportation or recycling of all recyclable materials and scrap tires, for providing funds to public landfills in New Mexico to offset the cost of collecting or recycling of tires and for carrying out the provisions of the Recycling and Illegal Dumping Act; and

WHEREAS, the GRANTEE is a county established under NMSA 1978, §§ 4-1-1 to -62-10; and

WHEREAS, the GRANTEE is eligible, pursuant to the RAIDA, Section 74-13-17, and the Recycling, Illegal Dumping and Scrap Tire Management Regulations, 20.9.20 NMAC for said grant funds for the purpose of obtaining reimbursement funds for eligible projects; and

WHEREAS, NMED is empowered, pursuant to NMSA 1978, Section 74-1-6, to enter into this agreement;

NOW THEREFORE, the parties agree to the following:

ARTICLE 1 FUNDING

Pursuant to Sections 74-13-17 and 74-13-19 of the RAIDA, NMED grants funds in the amount of up to TWENTY THOUSAND Dollars 20,000 (\$), including Gross Receipts Tax, to the GRANTEE for the execution of the project as referenced in Article 5 and defined in the Project Description (Exhibit A) ("Project"). Such grant funds shall be provided to the GRANTEE as reimbursement for allowable costs as defined in Article 10.

ARTICLE 2 EFFECTIVE DATE AND TERM OF AGREEMENT

This grant agreement shall become effective upon the signatory execution by the Secretary of Environment and shall expire on **JUNE 30**, **2017**, if not earlier terminated as provided in Article 17 of this Agreement. No funds shall be expended nor work undertaken unless and until this Agreement is executed by the Secretary of Environment.



TORRANCE COUNTY Budget Increase Request Form

Requesting Department:	
Clerk	

My department h	My department hereby requests that the following budget increase be made to the	g budget increase be made	e to the budget:	
	Dovonio Increase:	Expenditure Increase:	e increase:	\$
	Acting more	i inc itcm	l ine ltem	Amount of
Line Item	Line Item	Number	Description	Increase
Number	Description		milean/pardiem	387 78
401-00-1572	Election Fees	401-21-2205	mileage/pei dieiii	
Reason for Bud	Reason for Budget Increase (Please attach documentation):	documentation):		
additional funds	additional funds received than what was budgeted	ted.		

Signature Tayou

Ö .

Date

STATE OF EW MEXICO

TO:

Address:_

Date

Payee

COUNTY OF TORRANCE

Linda Jaramillo

P.O. Box 617

Quantity

PURCHASE VOUCHER

For Purchases, and Services other than Personal

October 31

City_Mountainair

Article or Services

, **20** 16

. 1264

_State _NM

Unit Price

Vendor#

Zip_87016

· Amount

Cents

and the second s							
Aug. 29-31		2 nights @	\$85.00		•	\$170.	00
			· .			•	
Line Iten	1			1-21-2205		\$170	•
account is stated and	that no part th d subscribed	Lo ect, and that that hereof has been p to before me th	the services had. is	day	ered (or article	thin and before menses have been furnish	ationed ned) as
Notary Publ	iò or other office nission expin			FFICIAL SE Sylvia Chav NOTARY PUBL ATE OF NEW MI Expiros: 3.16.	ez (aty (1er	
APPROVI	COUNTY .	ERED PAID BY THE COMMISSIONERS	TE BOARD OF	condition rendered a that the an	after due inspo as stated; that t	above articles were ection thereof, or the hey were necessary are just and reasonal.	e services and proper and
MEMBER	· · · ·			DEPARTMEN	tt, Bureau or Ins	NOITUTIT	

INDA JARAMILLO COUNTY CLERK ljaramillo@tcnm.us



205 9th STREET
POST OFFICE BOX 767
ESTANCIA, NEW MEXICO 87016
PHONE (505) 544-4350 FAX (505) 384-4080

LINDA KAYSER
CHIEF DEPUTY CLERK
lkayser@tcnm.us

October 31, 2016

To whom it may concern,

On August 29-31, 2016 the Secretary of State's Office held a mandatory General election School which they pay us to attend. With all other Election School's the mileage and per diem was paid directly to us, but this time they sent an electronic deposit to Torrance County. We have already paid our expenses out of our pocket and need reimbursement. I have attached the invoice we sent to the Secretary of State's Office, and a copy of the deposit where they reimbursed the County.

Thank you, Linda Kayser Chief Deputy Clerk

INVOICE

August 24, 2016

Invoice#: 2016 General Election School

Billed to:

Secretary of State

Attn: Finance Department

325 Don Gaspar Ave., Ste. 300

Santa Fe, NM 87501

Qty	Description	Total
1	Overnight lodging Linda Jaramillo , County Clerk	\$ 170.00
	August <u>29-31</u> , 2016 Approved Rates \$85 x <u>2</u>	
1	Overnight lodging Linda Kayser , Designated Deputy	\$ 170.00
	August 29-31 , 2016 Approved Rates \$85 x 2	
1	Overnight lodging, Voting Machine Tech.	\$
	August, 2016 Approved Rates \$85 x	
1	Rand McNally Map Mileage 103.88 x 2 x .46 per	\$47.78
	mile	
Ì	(License #: FGB-306 Model: Mitsubishi Year:)	
	TOTAL	\$387.78

Remitance Address:

Address: Po Box 767

City Estance State: NM Zip: 87016

DEPOSIT TYPE (REG DEP) IRS / CREDIT CARD/ E-FILE CLERK'S FEES FOR 10 129/6

401-1210	CLERK'S FEES	\$
417-1705	CHILDREN'S FUND	\$
401-1220	PROBATE FEES	\$
401-1190	BUSINESS REGISTRATION	\$
401-1150	LIQUOR LICENSE FEES	\$
401-1570	CANDIDATE FILING FEES	\$
612-1225	EQUIPMENT FUND	\$
609-1000	NSF	\$
401-1572	ELECTIONS	\$387.78
8 47 B		\$ 387. 78

CHECKS DEPOSITED	\$ 397.79
CASH DEPOSITED	\$
TOTAL	\$ 387.78

DEPOSITED BY LEMOA TOUBLE DATE: 10/31/16





SECRETARY OF STATE State Capitol North Annex Santa Fe, NM 87503

State of Rew Mexico Department of Finance & Administration

TORRANCE COUNTY P O BOX 48 ESTÁNCIA, NM 87016

Date	Payment Amount	Reference
Oct/28/2016	\$387.78	3000422605

NON-NEGOTIABLE

1600035394

D	10/28/2016				Reference:	3000422605
Payment Date:		Voucher ID	. Gross Amount	Discounts	Late Charges	Paid Amount
16 General Election School	Aug/24/2016	17000155	387.78	0.00	0.00	387.78

Vendor Number	. Name	e		Bank Charge	Transfer Cost Cd
0000054405	TORRANCE	COUNTY		\$0.00	
Reference	Date	Total Gross Amt,	Total Discounts	Total Late Charges	Total Paid Amt



Torrance County

Resolution 2016-

Budget Increase

Schedule A

November 23rd 2016

					The second secon	
	+	Description	Amount	Line Item	Description	Amount
Department			287	22	mileage/per diem	\$ 387.78
Clerk general	401 0 1572 Election Fees	ction rees	000000	200 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	coe 34 3 373 professional services	\$ 20 000 00
P & Z Grant	628 0 1095 illegal dumping grant	jal dumping grant	\$ 20,000.00	717 7 40 070	biolessional activious	0,000



TORRANCE COUNTY Budget Increase Request Form

Requesting Department:

P & Z

My department hereby requests that the following budget increase be made to the budget:

	NORTO INCRESED.	Expenditure Increase:	e Increase:	45
1	Reveilue ilici casc.	l ine ltem	Line Item	Amount of
Line Item	Lille Itelli	Nimber	Description	Increase
Number	Description	Mulliper		\$ 20,000.00
628-00-1095	illegal dumping grant	628-34-2272	DI DI ESSIDITAT SEI VICCO	
010				
Reason for Bu	Reason for Budget Increase (Please attach documentation):	documentation):	legal dumping Project l	#17 RAID-14)
additional Grant	additional Grant funds received than what was buugeted. (Necycling C III)	buugeted: (Necyciiiig S		



PO Number to be on all involces and Correspondence

Dispatch via Print



NM Environment Department NMED-1190 St. Francis Drive Rm. \$4051 Santa Fe NM 87502 United States

Vendor: 0000054405 TORRANCE COUNTY P O BOX 48 ESTANCIA NM 87016

* * * * * * * * * * * * * * * * * * * *		Dispatch	VIA FILL
Purchase Order	Date 09/22/2016	Revision	Page 1
66700-0000027977 Payment Terms	Freight Terms		Ship Via Best Way
Pay Now Buyer	FOB Destination Phone		
BACAN C Birran			- 14

Rosan C Ship To: NMED-1190 St. Francis Drive Rm. N2150 Santa Fe NM 87502 United States

NMED-1190 St. Francis Drive Rm. N2150 BIII To:

Santa Fe NM 87502 United States

Origin: EXE Exc\Exc\#: 13-1-98A Mfg ID	Quantity UOM	PO Price	Extended Amt Due Date
Line-Sch Remotestription	1.00EA	20,000.00	20,000.00 09/22/2016
Grant. Project #17 RAID-14.			
66700-02600-8030000000-547400-SRF0000 " -	117-A0000 Schedule Total		20,000.00
	Item Total		20,000.00
Rosan Duran 827-2452			

Total PO Amount

20,000.00

Agency Approval - I cartify that the proposed purchase represented by this document is stufferized by end is made in necordance with all State (and it applicable Federal) legislation rules and regulation. I further cartify that adoquate unencumbered cash and hudget expanditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

RECEIVED

NEW MEXICO ENVIRONMENT DEPARTMENT SOLID WASTE BUREAU

ANC R 9 5016

SOLID WASTE BUREAU

PROJECT # 17 RAID-14 RECYCLING AND ILLEGAL DUMPING FUND GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into by the New Mexico Environment Department ("NMED") and Torrance County ("GRANTEE") (collectively, "the parties").

WHEREAS, the New Mexico Legislature has enacted the Recycling and Illegal Dumping Act, NMSA 1978, §§ 74-13-1 to -20, ("RAIDA") which establishes the Recycling and Illegal Dumping Fund, NMSA 1978, Section 74-13-19; and

WHEREAS, §§ 74-13-17 and 74-13-19 of the Recycling and Illegal Dumping Act authorizes NMED to make grants to counties, municipalities, Indian nations, pueblos, tribes, land grant communities, cooperative associations, or solid waste authorities for the abatement of illegal dumpsites, for processing, transportation or recycling of all recyclable materials and scrap tires, for providing funds to public landfills in New Mexico to offset the cost of collecting or recycling of tires and for carrying out the provisions of the Recycling and Illegal Dumping Act; and

WHEREAS, the GRANTEE is a county established under NMSA 1978, §§ 4-1-1 to -62-10; and

WHEREAS, the GRANTEE is eligible, pursuant to the RAIDA, Section 74-13-17, and the Recycling, Illegal Dumping and Scrap Tire Management Regulations, 20.9.20 NMAC for said grant funds for the purpose of obtaining reimbursement funds for eligible projects; and

WHEREAS, NMED is empowered, pursuant to NMSA 1978, Section 74-1-6, to enter into this agreement;

NOW THEREFORE, the parties agree to the following:

ARTICLE 1 FUNDING

Pursuant to Sections 74-13-17 and 74-13-19 of the RAIDA, NMED grants funds in the amount of up to TWENTY THOUSAND Dollars 20,000 (\$), including Gross Receipts Tax, to the GRANTEE for the execution of the project as referenced in Article 5 and defined in the Project Description (Exhibit A) ("Project"). Such grant funds shall be provided to the GRANTEE as reimbursement for allowable costs as defined in Article 10.

ARTICLE 2 EFFECTIVE DATE AND TERM OF AGREEMENT

This grant agreement shall become effective upon the signatory execution by the Secretary of Environment and shall expire on **JUNE 30**, **2017**, if not earlier terminated as provided in Article 17 of this Agreement. No funds shall be expended nor work undertaken unless and until this Agreement is executed by the Secretary of Environment.



TORRANCE COUNTY Budget Increase Request Form

Requesting Department:

Clerk

My department hereby requests that the following budget increase be made to the budget:

Z.	Revenue Increase;	Expenditure Increase:	e Increase:	÷
- 1	l ine liem	Line Item	Line Item	Amount of
	Description	Number	Description	Increase
Marin		101 01 000F	mileage/per diem	\$ 387.78
401-00-1572	Election Fees	401-21-2200	ווווכמשטי אכו מוסווי	
Reason for Buc	Reason for Budget Increase (Please attach documentation):	ocumentation):		
additional funds	additional funds received that what was budgeted	Ω.		

E OF EXICO

PURCHASE VOUCHER.

	HOLI MOLISSEL	October 31.	7.110	•
Linda Jaran Payee P.O. Box 6	rillo	ountainair State	1264 Vendor# Zip <u>87016</u>	, '
ess: F.O. Bate Quantity	· Article or Services	Unit Price	. Dollars .	Cents
29-31	2 nights @ \$85.00		\$170.00	
	4.00	1-21-2205	\$170.	•
Sworn and subscr of Nove Mist A Notary Public or other My commission	do solemnly correct, and that that the services I art thereof has been paid. Tibed to before me this	day OFFICIAL STATE Sylvia Chavez NOTARY PUBLIC STATE OF NEW MEXICO on Expires: I, or We, certify condition after drendered as state that the amount part thereof ha here.	that the above articles wer ue inspection thereof, or the difference are just and reason peen paid.	e received in good ie services
COMMISSIONER		DEPARTMENT, BUR	EAU OR INSTITUTION	

DA JARAMILLO COUNTY CLERK aramillo@tenm.us



205 9th STREET POST OFFICE BOX 767 ESTANCIA, NEW MEXICO 87016 Fax (505) 384-4080 PHONE (505) 544-4350

LINDA KAYSER CHIEF DEPUTY CLERK

lkayser@tcnm.us

October 31, 2016

To whom it may concern,

On August 29-31, 2016 the Secretary of State's Office held a mandatory General election School which they pay us to attend. With all other Election School's the mileage and per diem was paid directly to us, but this time they sent an electronic deposit to Torrance County. We have already paid our expenses out of our pocket and need reimbursement. I have attached the invoice we sent to the Secretary of State's Office, and a copy of the deposit where they reimbursed the County.

Thank you, Linda Kayser Chief Deputy Clerk

INVOICE

August 24, 2016

Invoice#: 2016 General Election School

Billed to:

Secretary of State

Attn: Finance Department

325 Don Gaspar Ave., Ste. 300 Santa Fe, NM 87501

		Total
Qty	Description	¢ 470.00
1	Overnight lodging Linda Jaramillo , County Clerk	\$ 170.00
	August 29-31 .2016 Approved Rates \$85 x 2	
1	Overnight lodging Linda Kayser , Designated Deputy	\$ 170.00
*	August 29-31 2016 Approved Rates \$85 x 2	
		\$
1	Overnight lodging, Voting Machine Tech.	,
	August, 2016 Approved Rates \$85 x	<u></u>
1	Rand McNally Map Mileage 103.88 x 2 x .46 per	\$47.78
	mile	
1,	(License #: FGB-306 Model: Mitsubishi Year:)	
	TOTAL	\$387.78
}		

Remitance Address:

Address: Po Box 76	67	
City Estancia	_State: NM_	_Zip: <u>87016</u>



Torrance County

Resolution 2016-

Budget Increase

Schedule A November 23rd 2016

Line Item Description Amount Line Item Description 401 0 1572 Election Fees \$ 387.78 401 21 2 205 mileage/per diem 628 0 1095 illegal dumping grant \$ 20,000.00 628 34 2 272 professional services	Funding Source:	urce:		Revenue			Expenditure	Amount
Separation 401 0 1572 Election Fees \$ 387.78 401 21 2 205 Imileagle/per cliem \$ 20,000.00 628 34 2 272 professional services \$ 20,000.00 628 34 2 272 professional services \$ 20,000 628 34 2 272 professional services		2011100	l ine Item	Description			Description	9
general 401 0 1572 Election Frees \$ 20,000.00 628 34 2 272 professional services \$ 20,000.00 628 34 2 272 professional s		Souther		2 Walley and College C	387 78			φ 307
Grant 628 0 1095 illegal dumping grant		general	401 0 15/2	Election rees		628 34 2 272		\$ 20,000.00
		Grant	628 0 1095	illegal dumping grant		1		
					•			
						of the control in the		P 202 07 78



TORRANCE COUNTY Budget Increase Request Form

Requesting Department:

P & Z

My department hereby requests that the following budget increase be made to the budget:

additional Grafit fullus received in	Reason for Budget Increase (Please attach documentation):						628-00-1095 illegal dumping grant	Number		I VC A CTI CO C.	Payanua Increase	-
	Reason for Budget Increase (Please attach documentation): Reason for Budget Increase (Please attach documentation):						yrant 020-04-2212	200		Line Item		
	llegal dumping Project #							professional services	Description	Line Item	Expenditure Increase:	
	#17 RAID-14)							\$ 20,000.00	Increase	Amount of	•	A



United States

State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

<u>Dispatch via Print</u>

Date Revision Page Purchase Order 09/22/2016 66700-0000027977 Ship Via Payment Terms Freight Terms Best Way FOB Destination Pay Now Phone Buyer

Rosan C Duran Ship To: NMED-1190 St. Francis Drive Rm. N2150

Santa Fe NM 87502 United States

United States

NMED-1190 St. Francis Drive Rm. N2150 Santa Fe NM 87602

Bill To:

EXE Exc\Excl#: 13-1-98A Line-Sch Item/Description

Quantity UOM 1.00EA

PO Price 20,000.00

Extended Amt Due Date 20,000.00 09/22/2016

FY17 Recycling and Illegal Dumping Grant, Project #17 RAID-14. 66700-02600-8030000000-547400-SRF0000-

Vendor: 0000054405 TORRANCE COUNTY

POBOX 48 ESTANCIA NM 87016

-117-A0000

Schedule Total

20,000.00

Item Total

20,000.00

Rosan Duran 827-2452

Total PO Amount

20,000.00

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R.	Revenue Increase:	Expenditure Increase:	e Increase:	49
Line Item	Line Item	Line Item	Line Item	Amount of
Number	Description	Number	Description	Increase
401-00-1572	Election Fees	401-21-2205	mileage/per diem	\$ 387.78
Reason for Buc	Reason for Budget Increase (Please attach documentation):	ocumentation):		

STATE OF EW MEXICO

TO:

Address:_

Payee

COUNTY OF TORRANCE

Linda Jaramillo

P.O. Box 617

PURCHASE VOUCHER

For Purchases, and Services other than Personal

City_Mountainair

October 31

State NM

, **20** 16

. 1264

Vendor#
Zip 87016

		:		· Amou	nt -
Date	Quantity	Article or Services	Unit Price	. Dollars .	Cents
1g. 29-31		. 2 nights @ \$85.00	,	\$170	00 .
			•		-
		•		•	
Line Item		# 401-21-2205		\$170	.00
account is		do solemnly swear (or afficet, and that that the services have been rendereof has been paid.	rm) that the wit ered (or article	hin and before men s have been furnish	tioned ed) as
Nove p	ABERT	to before me this day	Aez (Signature/Payee	L.
	D AND ORDE COUNTY (COMMISSIONERS I, or We, condition rendered that the a	after due inspe as stated; that t	above articles were ction thereof, or the ney were necessary are just and reasona	services and proper and
MEMBER	· · · · · ·	DEPARTME	nt, Bureau or Ins	TITUTION	SCHOOL STATE OF THE STATE OF TH

LINDA JARAMILLO COUNTY CLERK ljaramillo@tcnm.us



LINDA KAYSER
CHIEF DEPUTY CLERK
lkayser@tcnm.us

205 9th STREET
POST OFFICE BOX 767
ESTANCIA, NEW MEXICO 87016
PHONE (505) 544-4350 FAX (505) 384-4080

October 31, 2016

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Thank you, Linda Kayser Chief Deputy Clerk



Agenda Item No. 7 PO Box 48
205 9th Street
Estancia, NM 87016
(505) 246-4725 Main Line (505) 384-5294 Fax
www.torrancecountynm.org
Email: torrance@torrancecountynm.org



County Commission

Commissioner Chair Jim Frost, District 1 Commissioner Paul M. (Tito) Chavez, District 2 Commissioner LeRoy Candelaria, District 3

County Manager
Bob Ayre
Executive Assistant
Annette Ortiz

REQUEST TO BE PLACED ON THE TORRANCE COUNTY COMMISSION AGENDA

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

Deadline for inclusion of an item is <u>WEDNESDAY, NOON</u> prior to the subsequent meeting. All fields must be filled out for consideration.
Name: Jimmy Folkest Department Company / Organization Name
Today's Date: // -//o // Mailing Address: (Departments/employees of Torrance County need not include their address)
Telephone number/Extension: 505-720-2007 Fax Number: 505 384-9035 Would you like this Agenda Faxed to you? Yes No
Email Address:
Is this request for the next Commission meeting. If no, date of Commission Meeting:
Brief explanation of business to be discussed:
Presentation on Analog Simulanst For RADIO Upgrade
Is this a Resolution, Contract, Agreement, Grant Application, Other?
Has this been reviewed by the County Attorney? YES NO
If this is a contract, MOU, or Joint Powers Agreement there must be a signature line for the County Attorney on the original contract.
Has this been reviewed by the Finance Dept? YES NO Comptroller Initials:
No Impact Change in current fund Raise Budget (allow 45 days after Commission approval) Change in funds (allow 45 days after Commission approval) Reduction Transfer funds (allow 45 days after Commission approval)
Othory



Agenda Item No. 8

Annette Ortiz

From:

Perea, John - FSA, Estancia, NM < John.Perea@nm.usda.gov>

Sent:

Thursday, November 17, 2016 2:21 PM

To:

Annette Ortiz

Subject:

Fair Board

Torrance County Commissioners

I would formally like to submit my name for reappointment to the Torrance County Fair Board. Thank you for your consideration.

Johnny Perea

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.

P.O. BOX 369 MORIARTY, NM 87035

November 16, 2016

Board of County Commissioners

Torrance County, New Mexico

Re: Letter of interest Torrance County Fair Board

Dear Commissioners:

This letter is to express my interest in being reappointed to the Torrance County Fair Board. The current team works very well together drawing on each other's strengths to produce one of the most successful county fairs in New Mexico and I would like to serve another term as a fair board member.

We work hard to encourage community support of our fair and continue to add new contests each year that have increased county wide involvement from all different ages. If selected to serve on the Fair Board I will continue my dedication to promote the growth of the Torrance County Fair.

Thank you for your consideration.

Marcie Wallin



Agenda Item No. 9



Agenda Item No. 10



COUNTY MANAGER UPDATE