

TORRANCE COUNTY
COMMISSION MEETING
August 25, 2021
9:00 A.M.

For Public View Do Not Remove



Torrance County

BOARD OF COUNTY COMMISSIONERS (BCC)

Ryan Schwebach, Chair, District 2

Kevin McCall, Vice Chair, District 1

LeRoy M. Candelaria, Member, District 3

Janice Y. Barela, County Manager

ADMINISTRATIVE MEETING AGENDA

WEDNESDAY, AUGUST 25, 2021 @ 9:00 AM 205 S. Ninth Street, Estancia, NM 87016

- 1. Call to Order
- 2. Invocation and Pledge of Allegiance
- 3. Changes to the Agenda
- 4. PROCLAMATIONS
- 5. CERTIFICATES AND AWARDS
 - A. OPERATIONS: Announcement of Employee Service Year Pin: Stetson Lujan (2).
- 6. BOARD AND COMMITTEE APPOINTMENTS
- 7. PUBLIC COMMENT and COMMUNICATIONS
- 8. APPROVAL OF MINUTES
 - **A. COMMISSION:** Motion to approve the July 28, 2021, Torrance County Commission Minutes.
- 9. APPROVAL OF CONSENT AGENDA
 - A. FINANCE: Motion to approve payables.
- 10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE
- 11. ADOPTION OF RESOLUTION
 - **A. MANAGER:** Motion to approve restructuring of the Torrance County Fair Board membership and a paid administrative support position, Resolution No.____.

12. APPROVALS

- **A. SHERIFF:** Motion to approve submission of application for the small Rural Tribal Body Worn Camera Program Grant.
- **B.** SHERIFF: Motion to approve Memorandum of Understanding (MOU) for Law Enforcement Services between The Town of Estancia and The Torrance County Sheriff's Office.
- **C. SHERIFF:** Motion to approve reorganization of the Torrance County Sheriff's Office Transport/Civil Division to Community and Court Services Division (CCS) and additional Patrol Deputy positions.
- **D.** MANAGER: Motion to accept the Second Quarter 2021 Restrictive Housing Report from CoreCivic pursuant to NMSA 1978 § 33-16-5.
- **E. FIRE:** Motion to grant permission to apply for the FY22 Fire Protection Grant for all districts and granting authorization for County Manager Janice Barela and Fire Chief Don Dirks to sign.
- F. COUNTY ATTORNEY: Motion to approve restructure of County Attorney's Office, eliminating Executive Assistant position and adding Records Custodian duties to Legal Assistant and setting salary.
- **G. ROAD:** Motion to approve reclassification of Mechanic Position to Operator / Mechanic and increase pay rate.
- **H. FINANCE:** Motion to approve Professional Services Contract with John Shomaker & Associates, Inc. for Geohydrologic Consulting Services for the Estancia Basin Water Planning Committee RFP TC-FY21-01.
- I. **DWI:** Motion to approve CDWI Grant Agreement for FY2021, between Torrance County and the New Mexico Department of Transportation and granting County Manager Janice Barela authority to sign.
- **J. COMMISSION:** Motion to approve amendment to Fire Chief's employment contract after Performance Evaluation and granting County Manager Janice Barela authority to sign.
- **K. MANAGER:** Motion to concur with the hiring of Juan Torres as the Torrance County Deputy County Manager at the terms and conditions set forth in the contract offered by the County Manager and granting County Manager Janice Barela authority to sign.

13. DISCUSSION

- A. PLANNING & ZONING: Revision to TC Ordinance 94-12 (Public Hearing will be held during the September 8, 2021 Commission Meeting).
- **B. GRANTS:** Presentation and discussion regarding current Infrastructure Capital Improvement Plan (ICIP) projects and addition of new projects.
- C. MANAGER'S REPORT
- D. COMMISSIONER'S REPORTS
 - 1) Commissioner McCall, District 1
 - 2) Commissioner Schwebach, District 2
 - 3) Commissioner Candelaria, District 3

14. EXECUTIVE SESSION

- **A. MANAGER:** PILT Negotiations for proposed Pattern Energy Wind Farm Project, closed pursuant to NMSA 1978 § 10-15-1(H)(8).
- **B. MANAGER:** Fire Chief End of Probation Performance Evaluation, closed pursuant to NMSA 1978 § 10-15-1(H)(2).
- **C. MANAGER:** Discuss Deputy County Manager position, closed pursuant to NMSA 1978 § 10-15-1(H)(2).
- 15. Announcement of the next Board of County Commissioners Meeting: September 8, 2021 at 9:00AM.
- 16. SIGNING OF OFFICIAL DOCUMENTS
- 17. ADJOURN







Agenda Item No. 3





Agenda Item No. 5-A







Agenda Item No. 8-A

DRAFT

Torrance County Board of Commissioners

Regular Commission Meeting

July 28, 2021

9:00 AM

Commissioners Present:

RYAN SCHWEBACH – CHAIR

KEVIN MCCALL - VICE CHAIR, ABSENT

LEROY CANDELARIA - MEMBER

Others Present:

JANICE BARELA – COUNTY MANAGER

JEREMY OLIVER - FINANCE DIRECTOR

JOHN BUTRICK – COUNTY ATTORNEY

YVONNE OTERO - COUNTY CLERK

VALERIE SMITH – ADMINISTRATIVE ASSISTANT

1. CALL MEETING TO ORDER:

<u>Chairman Schwebach</u>: Called meeting to order at 9:03 A.M.

2. PLEDGE:

<u>Chairman Schwebach</u>: Lead the Pledge of Allegiance.

INVOCATION:

Commissioner Candelaria: Lead the invocation.

3. CHANGES TO THE AGENDA:

Madam County Manager Janice Barela: Requested that item 11-D be deferred.

<u>Commissioner Schwebach:</u> Granted request for item 11-D to be deferred.

4. **PROCLAMATIONS:**

A. COMMISSION: Ratify Proclamation for Robert "Bobby" Chavez's 90th Birthday.

Madam County Manager Barela: Presented the Proclamation for Robert "Bobby" Chavez's 90th birthday, document hereto attached.

Robert "Bobby" Chavez: Spoke to thank the Commission and all of Torrance County for the Proclamation.

<u>Chairman Schwebach</u>: Thanked Robert "Bobby" Chavez for the hand that he has played in raising the generations that came after his, and everything he has done for Torrance County.

<u>Commissioner Candelaria</u>: Thanked Robert "Bobby" Chavez for everything he has done for the Torrance County Community.

5. CERTIFICATES AND AWARDS:

A. MANAGER: Presentation of Certificates to Summer Interns for Successful Completion of Program.

Madam County Manager Barela: Presented Certificates of Completion to the 2021 Summer Interns; list hereto attached. She thanked them for a job well done and expressed how pleased she was with their hard work.

<u>Lawrence Tapia</u>, <u>Estancia Schools</u>: Expressed his gratitude for the opportunity to give the students real-life work experience, and how proud he is of the students.

<u>Alicia Pope, Estancia Schools</u>: Spoke of her pride for all the students who participated in the Summer Internship Program. Mrs. Pope also thanked the County for the opportunity to give the students work experience.

B. MANAGER: Presentation of Torrance County Extension Office 4-H Shooting Sports Awards from the District Contest.

<u>**Debby Maberry, NMSU Extension Office:**</u> Presented the Awards for Youth Shooting Sports; Winner's List hereto attached.

6. BOARD AND COMMITTEE APPOINTMENT NOTHING WAS PRESENTED.

7. PUBLIC COMMENT AND COMMUNICATIONS

<u>Chairman Schwebach</u>: Opened the floor to public comment.

<u>Madam County Manager Barela</u>: Introduced Jason Quintana so he could speak during Public Comment.

Jason Quintana, President, Manzano Land Grant: Wanted to bring to the attention of the Commission the dire straits that the Land Grant communities are in. Many of them live below the poverty line, and they need help with their water and sewer. The Land Grant governmental agencies do not collect taxes directly, so they are not able to use tax money to help with infrastructure. Mr. Quintana explained that the Land Grants would like to be part of the discussion on how to use the Cares Act funds and believes that the Land Grants could greatly benefit from a portion of the funds.

Marcie Wallin, Torrance County Fair Board: Update on the Torrance County Fair and Fairgrounds. The pig pens are partially disassembled, the land for the new building has been partially leveled, and the insulation of the Steer Barn is expected to be finished on this day, July 28th, 2021.

July 28th, 2021, from 4:00 to 7:00 PM there was a public cleanup of the Torrance County Fairgrounds, volunteers were asked to participate.

Ms. Wallin said that all the award buckles for the Fair have been purchased, and every expense for the awards have been covered by donations.

This year, instead of having two, the Old Timer's Day and Fair Parades have been combined into one parade taking place Saturday, July 31, 2021.

<u>Madam County Manager Barela:</u> Asked Ms. Wallin for times and dates for the fair, Old Timer's Day, and the Parade.

Marcie Wallin: Listed the dates and times of the Torrance County Fair events, Old Timer's Day, and Parade. Full Torrance County Fair schedule hereto attached. The entire booklet can be found on the Torrance County Website, at: https://www.torrancecountynm.org/boards-committees/county-fair-board

The FFA & 4-H students are allowed to ride the parade float if they so wish.

<u>Commissioner Candelaria</u>: Thanked Ms. Wallin and the entire County Fair Board for everything that they do all year long to put on the Torrance County Fair.

Danielle Johnston, Torrance County Resident: Thanked Fire Chief Don Dirks, who was not present today. Mrs. Johnston called Dispatch last week because her husband fell, and she could not pick him up. Within 10 minutes of calling, Fire Chief Dirks and his employee showed up and helped him up. He was not hurt and was able to sit down. She said that she wants to make sure that Fire Chief Dirks is recognized for his dedication in serving Torrance County.

Hanna Sanchez, Torrance County Fire Department: Promised to make sure that Fire Chief Dirks gets the message from Mrs. Johnston.

<u>Madam County Manager Barela</u>: Introduced Janet Douglas, who declined to speak as she accidentally signed up for Public Comment.

Madam County Manager Barela then introduced Tracey Master, Torrance County DWI Prevention Coordinator.

<u>Tracey Master, Torrance County DWI Prevention Coordinator</u>: Wanted to inform the County that she got the DWI Prevention Program back up and running, with new activities for the Torrance County Community to enjoy.

On August 7, 2021, there will be a showing of The Sandlot at the Mustang Drive-In in Mountainair. It is an alcohol-free, drug-free, family-friendly, free event.

In September 2021 there will be a Dance Under the Stars in Moriarty.

The 4th-Annual Suicide Prevention and Awareness 5k will be held virtually during the entire month of September. There is also an event tentatively scheduled for September 19, 2021.

Zoom Bingo is still being held every Wednesday evening. You can call Mrs. Master to have Bingo cards sent to you in the mail. These are free events with donated prizes such as jewelry, restaurant gift cards, rubber chickens and stuffed animals. Bingo begins at 6pm every Wednesday.

8. APPROVAL OF MINUTES

A. COMMISSION: Motion to approve the July 28, 2021, Torrance County Commission Minutes.

ACTION TAKEN:

<u>Chairman Schwebach</u>: Made a motion to approve the July 28, 2021, Torrance County Commission Minutes.

Commissioner Candelaria: Seconded the motion.

There was no discussion.

Roll Call Vote:

<u>Commissioner Candelaria</u>: Yes; <u>Commissioner McCall</u>: Absent; <u>Chairman Schwebach</u>: Yes.

MOTION PASSED.

Madam County Manager Barela: Announced that there will be July 14th, 2021, Commission Meeting Minutes from the last meeting that were taken by the County Clerk's Office Summer Interns and were distributed to the Commission.

<u>Chairman Schwebach</u>: Asked if the Minutes needed to be approved and expressed how pleased he was for the Interns to have taken minutes.

<u>Madam County Manager Barela</u>: The Minutes done by the Interns do not need to be approved.

9. APPROVAL OF CONSENT AGENDA:

A. FINANCE: Motion to approve Payables.

ACTION TAKEN:

<u>Chairman Schwebach</u>: Made a motion to approve Payables.

Commissioner Candelaria: Seconded the motion.

There was no discussion.

Roll Call Vote: Commissioner Candelaria: Yes; Commissioner McCall:

Absent; Chairman Schwebach: Yes.

MOTION PASSED.

10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE: NOTHING PRESENTED.

11. ADOPTION OF RESOLUTION:

A. FINANCE: Motion to Approve Resolution No 2021-29, Finding the Fourth Quarter Report for Fiscal Year 2020-2021 to be Accurate and True and Requesting Approval of the Fourth Quarter Report from the Local Government Division of the Department of Finance and Administration.

ACTION TAKEN:

<u>Chairman Schwebach:</u> Made a motion to approve Resolution No. 2021-29, finding the Fourth Quarter Report for Fiscal Year 2020-2021 to be accurate and true, and requesting approval of the Fourth Quarter Report from the Local Government Division of the Department of Finance and Administration.

Commissioner Candelaria: Seconded the Motion.

<u>Jeremy Oliver, Finance Director</u>: Presented the Resolution to the Commission, as the Fourth Quarter Report for Fiscal Year 2020-2021. This must be approved by Resolution for DFA.

There was no discussion.

Roll Call Vote:

<u>Commissioner Candelaria</u>: Yes; <u>Commissioner McCall:</u> Absent; <u>Chairman Schwebach:</u> Yes.

MOTION PASSED.

B. FINANCE: Motion to Approve Final FY 2021-2022 Budget, Resolution No. 2021-30.

ACTION TAKEN:

<u>Chairman Schwebach</u>: Made a Motion to approve Final FY 2021-2022 Budget, Resolution No. 2021-30.

Commissioner Candelaria: Seconded the Motion.

Jeremy Oliver, Finance Director: Handed Out a Presentation of the 4th quarter recap, hereto attached. Mr. Oliver was able to finalize the budget for 2022. He explained that there were some minor changes and a few small projects that have rolled over to this quarter, such as vehicle purchases at the Sheriff's Office, the insulation and fan purchases and installation for the Fair Grounds, and the Fencing project for the Road Department. There were other minor budget changes as well. The Fire Department had their safety supplies increased, for instance, and similar purchases were made for other departments to fully balance their budgets. He made the change that had been approved by the Commission at the July 14th Commission Meeting with the EMT position, from part-time to full-time.

Roll Call Vote:

<u>Commissioner Candelaria:</u> Yes; <u>Commissioner McCall:</u> ABSENT; <u>Chairman Schwebach:</u> Yes.

MOTION CARRIED

C. GRANT/PLANNING AND ZONING: Motion to approve Torrance County's application to the New Mexico Finance Authority for a Grant from the Local Government Planning Fund in the amount of \$50,000 for the Mescalero Dam Mitigation Engineering Plan, Resolution No. 2021-31.

ACTION TAKEN:

<u>Chairman Schwebach</u>: Made a motion to approve Torrance County's application to the New Mexico Finance Authority for a Grant from the Local Government Planning Fund in the amount of \$50,000 for the Mescalero Dam Mitigation Engineering Plan, Resolution No. 2021-31.

Commissioner Candelaria: Seconded the Motion.

<u>Justice Chavez and Dakeira Wood, 2021 Summer Interns, Grants Office:</u>
Presented a Power-Point Presentation for Resolution No. 2021-31, hereto attached.

<u>Chairman Schwebach:</u> Expressed how well done the presentation was. Asked Ms. Wood and Mr. Chavez if he was correct in understanding that the presentation was to ask the Commission for \$12,500 to look and see what the problem with the Mescalero Dam is, and then either fix the problem, or eliminate the Dam according to Interstate Stream Specs to be rid of the problem.

Mr. Chavez and Ms. Wood: Answered in the affirmative.

<u>Chairman Schwebach</u>: Asked Madam County Manager Barela how and why the County acquired the property.

Madam County Manager Barela: Believes that the property was donated and asked Cheryl Allen if she had more information.

<u>Cheryl Allen, Torrance County Grants Manager:</u> Said that there is conflicting information on whether it is donated or was purchased by the County.

Chairman Schwebach: Either way it is a liability.

Madam County Manager Barela: Agreed with Chairman Schwebach. It is her understanding that it is not fenced, and people trespass to ride ATVs on the land. As a point of clarification, this resolution is to approve the application, and if the application is then approved it will be sent back to the Commission to approve a \$12,500 match.

<u>Chairman Schwebach</u>: Explained that this is a touchy subject for the Chairman. He believes that he now has enough information to submit the application, which was part of the problem that was inherited from the previous Commission.

Commissioner Candelaria: He thinks that if the County doesn't act soon regarding the Mescalero Dam, the County could stack up and triple or quadruple the amount of liability have now. He believes he is clear on the issues and the actions that need to be taken. Spoke of how proud he is of the Summer Interns, and their clear and concise presentation.

<u>Cheryl Allen, Torrance County Grants Coordinator</u>: Spoke to remark on her pride in Ms. Dakeira Wood and Mr. Justice Chavez. They did a remarkable job while in her employ and on the project. They went on a tour of the Dam and read all the engineering reports.

<u>Chairman Schwebach</u>: Said that planning is easy, but getting the funding is not. He hopes that the interns stick to their idea and follow it through.

Roll Call Vote:

<u>Commissioner Candelaria:</u> Yes; <u>Commissioner McCall:</u> Absent; <u>Chairman Schwebach:</u> Yes.

MOTION CARRIED.

D. MANAGER: Motion to approve restructuring of the Torrance County Fair Boards membership and a paid administrative support position, Resolution #: 2021-32.

ACTION TAKEN:

-MOTION DEFERRED-

12. APPROVALS

A. CLERK: Motion to approve Memorandum of Understanding Between the Office of the Secretary of State (SOS) and Torrance County for the Sole Purpose of Providing State Appropriated Funds to Torrance County to Cover the Costs of Conducting and Administering the 2021 Regular Local Election (\$28,000).

ACTION TAKEN:

<u>Chairman Schwebach</u>: Made a motion to approve a Memorandum of Understanding Between the Office of the Secretary of State (SOS) and Torrance County for the Sole Purpose of Providing State Appropriated Funds to Torrance County to Cover the Costs of Conducting and Administering the 2021 Regular Local Election (\$28,000).

Commissioner Candelaria: Seconded the motion.

Yvonne Otero, Torrance County Clerk: Asking for the approval of the Memorandum of Understanding between the Office of the Secretary of State (SOS) and Torrance County (The County). The SOS is responsible to pay all costs of the upcoming statewide election happening on November 2nd. The SOS has appropriated funds from the legislature to pay for the cost of conducting and administering the Election, and "it is in the interest of both parties that the funds be provided to the counties to pay the costs incurred as a result of the Election." The M.O.U. states that the Election Funds will be provided prior to the upcoming election, as opposed to after the election.

<u>Chairman Schwebach</u>: Asked why the change to paying the County prior to the election instead of afterward.

<u>Yvonne Otero</u>: Explained that some of the other New Mexico County Clerks had some issues with knowing what to do during the election and with getting reimbursed, so the State of New Mexico wanted to see if the upcoming election would work better like this.

Roll Call Vote:

<u>Commissioner Candelaria</u>: Yes; <u>Chairman Schwebach:</u> Yes; <u>Commissioner McCall:</u> Absent.

MOTION PASSED.

B. FINANCE: Motion to Approve Early Loan Payment, Fire District 5 Homestead Loan PPRF-1992, with the General Fund or PILT Funds as funding source. (\$146,845.54).

ACTION TAKEN:

<u>Chairman Schwebach</u>: Made a motion to approve early loan payment, Fire District 5 Homestead Loan PPRF-1992, with the General Fund as funding source.

Commissioner Candelaria: Seconded the motion.

Jeremy Oliver, Finance Director: Mr. Oliver stated that one of the commissioners wanted to see how much an early loan payoff would be. The Fire District does not have the funds to pay the loan off early, so they suggested either the General Fund or PILT, as those are the only revenue streams large enough to possibly pay it off.

<u>Chairman Schwebach</u> and <u>Jeremy Oliver</u>: Discussed the amount of funds within the General Fund and the Gross Receipts, deciding that there was enough in the General Fund to cover the early loan payment.

<u>Chairman Schwebach</u>: Amended Motion to approve early loan payment of Fire District 5 Homestead Loan PPRF-1992 from the General Fund as the Funding Source.

Commissioner Candelaria: Seconded Amended Motion.

<u>Commissioner Candelaria</u>: Happy to see the County is becoming self-sufficient and is cautious of how money is spent.

Roll Call Vote:

<u>Commissioner Candelaria</u>: Yes; <u>Chairman Schwebach:</u> Yes; <u>Commissioner McCall:</u> Absent.

MOTION PASSED.

C. FIRE: Motion to Approve Professional Services Contract for Justin Hazen, MD, DBA: NM TEMS to serve as Torrance County Medical Director.

<u>Chairman Schwebach</u>: Opened the floor to discuss Item 12-C. No Motion was made.

<u>Hannah Sanchez, Torrance County Fire Department</u>: The Professional Services Contract was last signed in 2017 with Justin Hazen, but under Duke City

Health Care. Duke City Health Care no longer exists as an entity, so the contract needs to be changed to Mr. Hazen's name and DBA. Legal counsel is currently working on the contract, but the EMT staff can no longer give medical attention to those who call Torrance County Emergency Services. They cannot be Medical Rescue, but First Aid/CPR only.

<u>Chairman Schwebach</u>: Asked for clarification on the details of how and when we no longer have medical direction.

Hannah Sanchez: She was made aware of the lack of a Medical Director approximately two weeks prior to this Commission Meeting by Superior Ambulance Service. The previous Medical Director stated to Mrs. Sanchez that the previous Fire Chief had been made aware of the situation and was told that they were working on it. She made a copy of the previous Contract and changed the name and compensation. Mr. Hazen does not want to be compensated monetarily, but instead wants interim Firefighting training. This would cause a conflict of interest as being under Contract with the County but also volunteering as a fire fighter puts the County under liability should Mr. Hazen get hurt while volunteering.

<u>Chairman Schwebach</u>: Clarified that while Mr. Hazen is the same person that has previously acted as Medical Director, he is no longer doing business as Duke City and would now be under a new DBA.

Hannah Sanchez: Answered that Chairman Schwebach was correct. The EMTs may no longer practice under their level of care, and may not give medications, including oxygen. This puts their licenses at risk. They must practice to their level of care, but without a Medical Director, they cannot do so, and are caught in a Catch-22.

<u>Chairman Schwebach</u>: Asked John Butrick, Torrance County Attorney, how long he anticipates before the contract has been written and is complete.

John Butrick, Torrance County Attorney: Explained that he, Fire Chief Don Dirks, and Procurement Officer Noah Sedillo are working on the contract as they speak but are unsure of an exact timeline until completion.

<u>Chairman Schwebach</u>: Asked for them to have it completed within the next two days.

ACTION TAKEN:

<u>Chairman Schwebach</u>: Made a Motion to give authority to Madam County Manager Janice Barela to complete the contract once it is done and reviewed by the Torrance County Attorney.

Commissioner Candelaria: Seconded the Motion

Roll Call Vote:

<u>Commissioner Candelaria</u>: Yes; <u>Chairman Schwebach:</u> Yes; <u>Commissioner McCall:</u> Absent.

MOTION PASSED.

<u>Chairman Schwebach</u>: Asked Mrs. Sanchez to make sure that Fire Chief Don Dirks received Mrs. Johnston's message of thanks from earlier in the meeting.

<u>Hannah Sanchez:</u> Agreed to pass on the message and told Mrs. Johnston that the partner riding with Fire Chief Dirks was District 2 Battalion Chief Deborah Tucker.

<u>Madam County Manager Janice Barela</u>: Asked Mrs. Sanchez to announce Fire Chief Don Dirks' passing of his training.

<u>Hannah Sanchez</u>: Spoke to congratulate Fire Chief Dirks on passing his EMT National Certification for EMT-Basic. He obtained his actual license, taught the Fire Department what a team should be, and got the Fire Department up to the levels that they should be. They are all very proud.

<u>Commissioner Candelaria</u>: Thanked Fire Chief Dirks, and spoke of how proud he is of all the hard work he has put in. Recognized the difficult tasks that Fire Chief Dirks was given, and how well he has accomplished them.

13. DISCUSSION

A. MANAGER: Presentation and Discussion of American Rescue Plan Act Funding Eligible Uses.

BREAK TO CHANGE DISCS: 10:18 a.m.,

BACK IN SESSION AT 10:25 A.M.

<u>Cheryl Allen, Torrance County Grants Coordinator</u>: Presented the US Department of Treasury's Coronavirus State and Local Fiscal Recovery Funds Presentation on the American Rescue Plan, here to attached.

Mrs. Allen covered the possible uses of the American Rescue Plan CARES Act Funds. She broke down how much money Torrance County Received as a whole (\$3,100,018.00). The County received the first half on June 21st, and the next half will be given in 12 months. Any funds not used will revert to the Treasury. Total awards in New Mexico were \$1.75 billion, including the following awards in Torrance County:

Encino: \$25,000 Estancia: \$390,000 Moriarty: \$453,000

Mountainair: \$214,000 Willard: \$263,000

Mrs. Allen has put a link on the Torrance County website to the United States Treasury so anyone can read up on the eligible uses for the funds. There is an August 31st deadline for an interim report.

<u>Chairman Schwebach</u>: Wants to have public feedback on what the Torrance County Community wants to know what to do with these funds. Commissioner Schwebach feels that infrastructure and especially water infrastructure is the most important projects to focus on. He would also like more communication with the local elected officials.

<u>Cheryl Allen</u>: Is looking at how we can better keep constituents informed on upcoming grants. The Grants page will now have information about the Grants available and Projects that are happening in the County.

Madam County Manager Barela: Plans on setting up meetings with the local elected officials to see where collaboration can happen.

B. MANAGER'S REPORT:

Madam County Manager Barela: Presented the Manager's Report, hereto attached.

C. COMMISSIONER'S REPORTS:

1. Commissioner McCall, District 1: Absent, No report.

- 2. <u>Chairman Schwebach</u>, <u>District 2:</u> Updated the community on the road conditions.
- 3. Commissioner Candelaria, District 3: Happy to see the youth at the Commission Meeting. Explained that they are Role Models, even as young as they are. Thanked the Interns for all their hard work.

Madam County Manager Barela: Announced that the Assessor's office will be training County Employees on the new Tyler system during the weeks of August 9-12 and September 13-16, 2021. There will be some services shut down during those weeks but will be working their hardest to keep everything running smoothly.

14. EXECUTIVE SESSION:

A. MANAGER: Purchase of the County Fairgrounds, closed pursuant to NMSA 1978, Section 10-15-1(H)(8).

<u>Chairman Schwebach:</u> Exit Regular Session and Enter Executive Session at 11:20 AM.

Reconvene Regular Session at 11:34 AM.

- 15. ANNOUNCEMENT OF THE NEXT BOARD OF COUNTY COMMISSIONERS MEETING: August 11, 2021 @ 9:00 AM.
- 16. SIGNING OF OFFICIAL DOCUMENTS.
- 17. ADJOURN:

Chairman Schwebach: Adjourned the Meeting at 11:35 AM.

Signed By:	
Ryan Schwebach – Torrance	Valerie Smith – Admin Assistant
County Board of Commission	Torrance County Clerk's Office
Chairman	
D	
Date: / / 2021	

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 out local radio station KXNM.

2021 Northwest District Shooting Sports Contest Winners: Presented by Debby Maberry

Archery Bare Compound Bow Novice Team

Won **2**nd Place:

- Ryan Barnes
- Lucia Creegan
- Aoife Sartori
- Fiona Sartori

Individual placings: 4th place Lucia Creegan

.22 Rifle Novice Team

Won 1st Place:

- Russell Acosta
- Andy Otis
- Chase Trujillo
- Chance Trujillo

High point individual Andy Otis

Individual placings 2nd place Chase Trujillo

3rd place Addisyn Barnes

4th place Chance Trujillo

5th place Russell Acosta

.22 Rifle Junior Team

Won 2nd Place:

- Lucas Acosta
- Karlianna Burchett
- Lorelai Sedillo

Individual placings **4**th place Lorelai Sedillo **5**th place Karlianna Burchett

Shotgun Novice Team

Won 1st Place:

- Russell Acosta
- Andy Otis
- Chase Trujillo
- Chance Trujillo

High point individual Russell Acosta

Individual placings 2nd place Andy Otis

3rd place Chance Trujillo

4th place Chase Trujillo

Shotgun Junior Individual

4th place Lucas Acosta

2021 TORRANCE COUNTY STUDENT SUMMER INTERNS

Alexis

Archibeque

Nazir Astorga

Hayden

Bingham

Dezlyn Carreon

Jaqueline

Carreon

Kymber

Casados

Justice Chavez

Aiden Dickens

Jazmine

Dominguez

Laura Gariss

Michael

Johnson

Moises Lovato

Adrian Lucero

Edward Lucero

Marcos Lucero

Miranda Lucero

Trinity Lucero

Amber Maberry

Kassidy

Maberry

Andres

Martinez

Bernadette

Martinez

Tyler Modgling

Andreas

Moreno

LeeAnne Padilla

Caytlyn Ross

Lanah Rubi

Alisha Salas

Antonio

Sanchez

Noe Sanchez

Sophia Sedillo

Kaydence

Sisneros

Angelica

Summers

Lucille

Summers

Samantha

Valencia

Gabriella

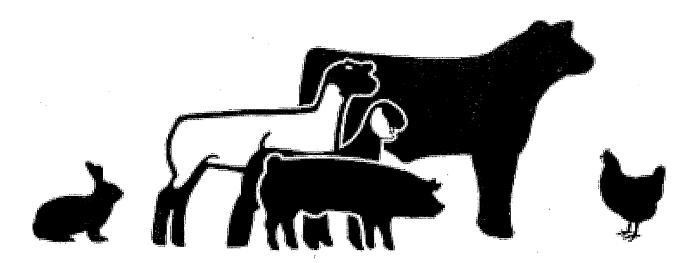
Villafuerte

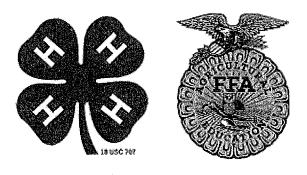
Daisia White

Dakiera Wood

Torrance County Fair Book 2021







2021 TAG - IN RULES

Steers and Heifers

Thursday, April 22nd, 2021 5:00pm – 7:00pm Estancia

Dairy, Pygmy, Market Goats; Hogs, Dairy Heifers and Lambs

Wednesday, June 9th, 2021 5:00pm – 7:00pm, Moriarty Saturday, June 12th, 2021 8:00am – 10:00am, Estancia

- 1. General rules where applicable apply to this section.
- 2. Each animal must be present at tag in and go through all processing stations.

Entry fees are: Market Steers, Breeding Beef, Dairy Heifers.... \$10.00 each

Market & Breeding Sheep.......\$5.00 each

Market & Dairy/Pygmy Goats......\$5.00 each

Market & Breeding Hogs......\$8.00 each

Tag Cost...... \$3.50 each

- 3. All animals must be owned and cared for by the tag-in date.
- 4. Animals not meeting the fair requirements will not be allowed to show.
- 5. For more information, see the current year's <u>Guide for Livestock Exhibitors at New</u> Mexico Livestock Board web page.
- 6. Animals shown in the junior departments cannot be shown in the Open Class.
- 7. TCB initials stand for Torrance County Bred, meaning the animal was bred in Torrance County.

Clean Up Days

July 17th, 7:00am – 11:00am July 28th, 4:00pm – 7:00pm

Clean-Up participation is required. If an exhibitor is not able to attend a minimum of one clean-up day and a legitimate reason is not given to the board, the exhibitor will be assessed a fee of \$150.00 to be able to participate in the Junior Livestock shows.

Any exhibitor that needs a ride to clean-up days please contact a fair board member.

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EXTENSION OFFICE PERSONNEL

Debby Maberry, Program Assistant

VO-AG INSTRUCTORS

Milton Harbert, Estancia Cole Andes, Moriarty Eric Encinias, Mountainair

CALENDAR OF EVENTS

TUESDAY, AUGUST 10th, 2021

RED BARN EXHIBITS OPEN TUESDAY -- SATURDAY (HOURS TO BE ANNOUNCED)

7:00am-10:00am

Livestock Check-in for All Animals

9:00am - 7:00pm

Check-in Indoor Exhibits (including special cake)

9:00am - 12:00pm

Check-in Farm Mechanics Exhibits

10:00am

Weigh-in

6:00pm

Goat Roping Entries

6:30pm

Goat Roping

WEDNESDAY, AUGUST 11th, 2021

9:00am - 1:00pm

Indoor Exhibits judging CLOSED to the public

9:00 am-11:00am

Dairy Goat and Pygmy Goat Show

10:00am - 7:00pm

Commercial Booths Open Indoor Exhibits open to the public

11:00am-12:30pm 1:00pm

Market Goat Show (Open, Market, TCB, Showmanship)

Booster Show to follow

2:00pm

Pie Contest open to public

2:00pm - 4:00pm

Baked Goods and Candy Taste off!

4:00pm

BINGO-sponsored by Moriarty Farm Bureau

4:00 pm

Market Lamb Show (Open, Market, TCB, Showmanship)

Booster Show to follow

THURSDAY, AUGUST 12th, 2021

8:00am

Market Swine Show (Open, Market, TCB, and Showmanship)

Booster Show to follow

10:00am - 6:00pm

Indoor Exhibits open to the public

10:00am - 7:00pm 11:00am

Commercial Booths Open Poultry & Rabbit Shows

2:00 pm

Dairy Heifer Show

3:00 pm

Heifer & Steer Show

4:00pm

BINGO-sponsored by Moriarty Farm Bureau

6:00pm-8:00 pm

Declare Sale Animals

6:00pm

Shepherds and Sheep Wool Lead & Cotton Extravaganza – in the Show Arena

FRIDAY, AUGUST 13th, 2021

8:00am - 10:00am

Non Sale Animals will be released

9:00am

Indoor Exhibits open to the public

10:00am

Pet Show in the Show Arena

10:00am - 3:00pm

Commercial Booths Open

12:00pm

East Torrance County Soil and Water Conservation Event Homemade Cookie Contest open to public – in the Show Arena

2:00pm

3:00pm - 6:00pm

Check-Out all indoor/outdoor exhibits

Check-Out Livestock

(Exhibitors must fill out a release form and clean pens)

4:00pm

American Legion Flag Ceremony

6:00 pm

Junior Animal Sale

TORRANCE COUNTY



MANAGER'S REPORT 7/28/2021

Janice Y. Barela

505-544-4703

jbarela@tcnm.us



Department Updates

Torrance County has been blessed with rain. With this amazing blessing comes more work. The weeds are growing and some roads are washing out. We want Torrance County residents to know that our maintenance and road crews are working diligently on these issues. If you have a road request, please submit it on our website at www.torrancecountynm.org, and we will get to it as soon as possible.

Human Resources

I am pleased to report that Torrance County now has eight dispatchers. We only lack three positions to be filled to be fully staffed. This is exciting news for us. Dispatchers are a critical part of the County's emergency services.

Open Posted Positions:

- Zoning Officer Closes today, July 28, 2021, at 5:00 PM
- Mechanic-Equipment Operator Closes September 23, 2021
- 911 Operator/Communications Specialist (3)
- Student Work-Study Program (Moriarty High School Senior)
- Clerical Float Clerk

To get more information about these positions or to apply for any of these positions, please visit the County's website at www.torrancecountynm.org. Click on "Job Opportunities".

Finance

I want to give a shout out to our Finance Department: Finance Director Jeremy Oliver and his staff, Joanna Romero, Noah Sedillo and Lori Archuleta. They have been working diligently to assist Elected Officials and Department Heads to get purchase orders in place for the fiscal year. This is important to ensure our utility bills, contracts and vendors are paid without any delays. The County desires to be fiscally responsible in all of our business, including paying for what we owe in a timely manner. It is a team effort, and it is a pleasure to watch as we are off to a great start this fiscal year.

Sheriff

The next "Deputies and Dogs" event will be held on Friday, August 13, 2021, from 3:00 PM to 6:00 PM at the Moriarty Lions Club. "Deputies and Dogs" is a non-profit event committed to building a positive relationship with local law enforcement and our community's youth. The Sheriff's Office goal is to create rapport with our community. They will have games, finger painting, jumpers and fun. There will be free food and drinks.



Agenda Item No. 9-A

213 TOTAL CHECKS PRINTED

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED IN SECTIONIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 1,750,728.84 ON ACCOUNT OF OBLIGATIONS IN-ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 1,750,728.84 ON ACCOUNT OF OBLIGATIONS CURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 08/18/2021 . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

SIGNED

LeRoy M. Candelaria

Kevin McCall

Ryan Schwebach

Yvonne Otero

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.

Tracy L. Sedillo

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01 R 116971 512.17 07/27/2021	DE LAGE LANDEN FINANCIAL SERVICEONTRACT SHERIFF COPIER CONTRACT#25551981 INVOICE# 73049066 ACCT#1304771	401-50-2284	1172621 07/26/2021	512.17	
COUNTY SHERIFF	512.17				
01 R 116972 276.69 07/27/2021	DEN FINANCIAL SE	401-30-2284	1272621 07/26/2021	276.69	
COUNTY TREASURER	276.69				
01 R 116973 258.11 07/27/2021	DE LAGE LANDEN FINANCIAL SERVICEOPIER PAYMENT FOR DV INVOICE# 73044111 ACCT#25569234	690-09-2284	1372621 07/26/2021	258.11	
WIND PILT	258.11				
i ~	DE LAGE LANDEN FINANCIAL SERVICEONTRACT ROAD COPIER CONTRACT# 500-50116561 INVOICE#72959374 ACCT#1428314	402-60-2284	1472621 07/26/2021	140.87	
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01 R 116975. DE LAGE LANDEN 309.50 07/27/2021	DE LAGE LANDEN FINANCIAL SERVICEONTRACT CLERK COPIER CONTRACT# 25568397 INVOICE#72963592 ACCT#1341834	612-20-2284	1572621 07/26/2021	309.50	
COUNTY CLERK	309.50				
01 R 116976 288.19 07/27/2021	DE LAGE LANDEN FINANCIAL SERVICEONTRACT FIRE ADMIN COPIER CONTRACT#25551986 ACCT#1304774 INVOICE#73044003	413-91-2271	1672621 07/26/2021	288.19	
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01 R 116977 318.62 07/27/2021	DE LAGE LANDEN FINANCIAL SERVICEONTRACT MANAGER COPIER CONTRACT #25569218 INVOICE#73044094 ACCT#1341834	401-10-2284	1772621 07/26/2021	318.62	
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01 R 116978 . 409.55 . 07/27/2021	DE LAGE LANDEN FIÑANCIAL SERVICEONTRACT MANAGER/GRANTS COPIER CONTRACT#500-50116558 INVOICE# 72870701 ACCT#1428283	401-10-2284	1872621 07/26/2021	409.55	
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01 R 116979 328.70 07/27/2021	DE LAGE LANDEN FINANCIAL SERVICEONTRACT PZ COFIER CONTRACT# 25569223 INVOICE#73044098 ACCT# 1341834	401-08-2284	1972621 07/26/2021	328.70	
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01. R 116980 318.62 07/27/2021	DE LAGE LANDEN FINANCIAL SERVICEONTRACT FINANCE COFIER CONTRACT #25569230 ACCT#1341834 INVOICE#73044106	401-55-2284	2072621 07/26/2021	318.62	

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01 R 116983 GU 29.39 07/27/2021	GUSTIN HARDWARE INC.	INC.		401-24-2215 401-27-2215 401-36-2215		172621 07/26/2021	3616 36616 36616 36616	2.67
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		SHERIFF	IFF		401-50-2207					338.25	
		COMM	COMMUNITY MONITOR		420-73-2207			/ /		30.75	
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COUNTY ASSESSOR GRANT ADMINISTRATION	369.88	COUNTY CLERK	213.50		COUNTY MANAGER FINANCE DEPARTMENT	246.00 123.00					
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COUNTY ROAD DEPARTMENT 266.99

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CHECK LISTING CHECKS PRINTED 07/23/2021 TO 08/18/2021

MATS AND MOPS FOR COUNTY ADMIN 401-15-2203 UNIFORMS STETSON ARELY MARISSA 401-65-2236

PRUDENTIAL OVERALL SUPPLY

01 R 116990 160.23

Colory 2021 Color	CK# DATE Name		Description	Line Item		Invoice # DATE	PO #	Amount
115901 SABATA MATTON PICTURES, INC. CONCRETED PRINTENSES DITUTION OF SALES D	07/27/2021		AND MOPS FOR ICE#45059-327 #6528480	401-16-2203		` ` `		58.79
118591 SMANK MOTION PICTURES, NC. CONDUCTIVE ABSENCEMENT MATLETIVE 601-50-2024 477223 U7/26/2022	37.57	PERATIONS	63.87 JUDICIAL		58.79			
11692	116991 973.69 27/2021	PICTURES, INC.	COMMUNITY PARTHERSHIP INITIATIVE MOVIE IN THE PARK JULY 17, 2021 - RAYA AND THE LAST DRAGON CROSLEY PARK - WORLARTY COMMUNITY PARTHERSHIP INITIATIVE MOVIE IN THE PARK AUGUST 7, 2021 - THE CROODS: A NEW AGE ARTHUR PARK - ESTANCIA INVOICE#BO 1818766	E 401-50-2224 3 401-50-2224			1	450.00
15592 TIC PLOMBING & OTILITY TIC GOLD COVERAGE 401-15-2215 572611 07/86/2021 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201 7775-201						•		
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INSTRAITURE OFFICES 1583.31 HEALTH DEPT BLDG MAINT 443.18 ATTORNEY 542.21 CIAL COMPLEX MAINT 1382.94 ESPERANZA MEDICAL CLIN 765.04 MOUNTAINARH HEALTH CLI 655.40 PAINTER SENIOR CENTER 30.19 116933 U.S. POSTWASTER ANNUAL RENT FOR PO DOX 258 401-40-2269 2272.200 2272.200 125.49 ACCTHEOX 258 227.201 135.49 ARRAGA US HROAD ANNUAL RENT MED/XS OXYGEN 406-91-2230 227.202 135.49 ARRAGA US HROAD ANNUAL DEADER HOLDER 401-49-2219 ACCTHEOX 258 11000 AARAGA US HROAD BADIES NAME ID BADGE HOLDER 401-49-2219 117000 AARAGA US HROAD BUSINESS 11000 AARAGA US HROAD BADGE MARKETS 117000 AARAGA US				401-37-2215 401-36-2215 401-53-2215		```	36778 36778 36778	388.09 372.70 267.99
116993 U.S. POSTWASTER ANNUAL RENT FOR PO BOX 258 401-40-2269 2372621 07/26/2021 212.00 217/2021 TY ASSESSOR 212.00 CYLINDER RENT MED/XS OXYGEN 406-91-2230 115699 AIRGAS USA LLC HAZMAT SALES TAX INVOICE#9980289572 406-91-2230 ACCT#2287851 S FIRE ALLOTWENT 135.49 117000 AMAZON BUSINESS 100 NAME BADGE MAGNETS 14.30 ADDITIONAL DOLLARS IN CASE FOR PRICE INCREASE INVOICE#1LFN-CN3G-REKE		HEALTH DEPT ESPERANZA M 911-DISPATC COUNTY FAIR	443.18 765.04 772.63 267.99	AIR HEALTH CLI SENIOR CENTER	542.21 655.40 388.09			·
116999 AIRGAS USA LLC CYLINDER RENT MED/XS OXYGEN 406-91-2230 135.49	116993 212.00 27/2021 Y ASSESSOR	. X.	o BOX	401-40-2269			3 6832	212.00
14.30 AMAZON BUSINESS BASIC CLEAR NAME ID BADGE HOLDER 401-49-2219 14.30 ADDITIONAL DOLLARS IN CASE FOR PRICE INCREASE INVOICE#11FN-CN3G-RPKF	01 R 116999 AIRGAS USA LLC 135.49 O7/28/2021			406-91-2230 406-91-2230 406-91-2230 406-91-2230		II.		109.32
117000 AMAZON BUSINESS BASIC CLEAR NAME ID BADGE HOLDER 401-49-2219 14.30 10. NAME BADGE MAGNETS ADDITIONAL DOLLARS IN CASE FOR PRICE INCREASE INVOICE#11FN-CN3G-RPKF	11	# # # # # # # # # # #						
	117000 14.30 28/2021	W	REC			1672821 07/28/2021	36594 36594 36594	14.30

CHECK LISTING CHECKS PRINTED 07/23/2021 TO 08/18/2021

CK# DATE	Name	Description	Line Item	Invoice # DATE	# OO	Amount
01 R 117001 299.35 07/28/2021	AMAZON BUSINESS	SAFETY AWARDS PRIZES, NECK MASSAGER, YOGA SET, LUNCH BOXES, AND UTENSIL SETS.INVOICE# 113-1699383-6942616	600-06-2248	2072821 07/28/2021	36634 36634 36634	299.35
RISK MANAGEMENT	299.35					
01 R 117002 4953.83 07/28/2021	BERNALILLO CTY JUVENILE DETENTIOUNE 2021 HOUSING "JUNE 2021 NEDICAL	ETENTIQUE 2021 HOUSING UUNE 2021 MEDICAL INVOICE# 67984	420-72-2173	772821 07/28/2021		4950.00 3.83
JUVENILE INMATE	CARE 4953.83					
01 R 117003 460.13 07/28/2021	BI INC	GPS (3 DEFENDANTS) JUNE 2021 BILLING TAX INVOICE#1258102 ACCT#3533	420-73-2218 420-73-2218	2972821 07/28/2021		437.70
COMMUNITY MONITORING						
01 R 117004 284.99 .07/28/2021	BOOT BARN INC	WORK BOOTS FOR ANIMAL CONTROL OFFICERS BENJAMIN RENICK KEVIN LOGAN IAN COMSTOCK ACCT#970863	401-82-2248	1372821.	36672 36672 36672 36672 36672	150.00 134.99
ANIMAL SERVICES	284.99					
01 R 117005 250.00 07/28/2021	DESIGN SILK SCREEN PRINTERS	CREATE/INSTALL EMERGENCY MGT DECALS 2020 FORD F-150 VIN: 1FTEW1E431KE66486 LP: 11362G	604-83-2248	2172821 07/28/2021	3 2 6 8 8 6 8 8 6 8 8 8 8 8 8 8 8 8 8 8 8	720.00 100 100 100 100 100 100 100 100 100
COMMUNICATIONS/EMS TAX	MS TAX 250.00					
	SRINARY SUP	NOBLVAC SWAY VACCINATIONS NOBLVAC BORDETELLA PANACUR DEWORMER KETAMINE XYLAJECT NOBLVAC FVRCP VACCINATIONS INVOICE#2X9079/2R9080/2R9081 ACCI#GW384	401-82-2115 401-82-2115 401-82-2115 401-82-2115 401-82-2115 401-82-2115	1272821 07/28/2021 / / / / / / / /	36786 36786 36786 36786 36786 36786	521.25 513.75 255.32 77.28 20.34 141.24
ANIMAL SERVICES						
01 R 117007 80.91 07/28/2021	GREEN VALLEY PEST MANAGEMENT	MONTHLY PEST CONTROL SERVICE TAX INVOICE#11104 ACCT#5660 REF PO#35494	401-82-2271 401-82-2271	1972821 07/28/2021		75.00 5.91
ANIMAL SERVICES	0.91				10 18 19 19 19 19 19 19 19 19 19	
01 R 117008 50.00 07/28/2021	INSURANCE SERVICES OF NEW MEXICMOTARY BOND FOR KEVIN PHAM	ICWOTARY BOND FOR KEVIN PHAM	401-20-2269	2872821 07/28/2021	36845	50.00
COUNTY CLERK	20.00					

CHECK LISTING CHECKS PRINTED 07/23/2021 TO 08/18/2021

CK# DATE	Name	Description	Line Item		Invoice # DATE	# Oa	Amount
193.20 07/28/2021		JUNE 2021 INVOICE#202378769 ACCT#44033.0NM389					
COUNTY CLERK	193.20						
(4)	LEAF CAPITAL FUNDING LLC	MONTHLY CONTRACT PAYMENT SALES TAX INVOICE#12083524 ACCT#100-462 4929-001 JULY 2021	401-07-2284	10 10 10 10 10 10 10 10 10 10 10 11 11 1	272821 07/28/2021	36623	365.40 18.73
RURAL ADDRESSING	384.13						
01 R 117011 93.00 07/28/2021	MY STORAGE	RELOCATING SHED	401-82-2215		1472821 07/28/2021	36673	93.00
ANIMAL SERVICES	93.00						
01 R 117012 164.99 07/28/2021	NEXTIVA INC	POLYCOM, OFFICE PHONE INVOICE#6985 ACCT#TCROAD	402-60-2219		1872821 07/28/2021	36649	164.99
COUNTY ROAD DEPARTMENT	DEPARTMENT 164.99						
01_R 117013 20.00 07/28/2021	NM SECRETARY OF STATE		401-20-2269		2772821 07/28/2021	36844	20.00
COUNTY CLERK							
01 0 117014 . 50.00 07/28/2021	NMAC FINANCE & PURCHASING AFFILVOTING MEMBERSHIP FINANCE/PURCHASIN	TLVOTING MEMBERSHIP DUES FOR FINANCE/PURCHASING AFFILIATE	401-55-2269		2272821 07/28/2021	36849	50.00
FINANCE DEPARTMENT	50.00						
1 K		HARGE E#IN49	. 612-20-2203		3072821 07/28/2021		29.93
COUNTY CLERK	29.93		5.	4			
01 R 117016 2015.00 07/28/2021	PITNEY BOWES PURCHASE POWER	POSTAGE REFILL JULY 2021 ACCT# 8000-9090-0137-3179	401-10-2206	18 11 11 11 11 11 11 11 11 11 11 11 11	1072821 07/28/2021		2015.00
COUNTY MANAGER	2015.00			. 1			
01 R 117017 141.45 07/28/2021	PLATEAU WIRELESS	IT INTERNET LARGE BUSINESS BLAZE LANDLINE CHARGES DISTRICT 1 VFD FYZ022 ACCT#2211365	407-91-2207		372821	36717 36717 36717 36717	141.45
STATE FIRE ALLOTMENT	FIRE ALLOTMENT 141.45					·	
!	PRUDENTIAL OVERALL SUPPLY	MATS AND MOPS COUNTY ADMIN UNIFORMS STETSON ARELY MARISSA	401-15-2203 401-65-2236		2372821 07/28/2021		37.57 63.87

CHECK LISTING CHECKS PRINTED 07/23/2021 TO 08/18/2021

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	Amount			279.05		# # # # # # # # # # # # # # # # # # #		292.20	246.37		180.90	11 0 0 0 11 11 11 11	222.72		163.43
	# Od								3 6 8 2 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	19 19 19 19 19 19 19 19		 	36721 36721		36648
Page: 7	Invoice # DATE			172821 07/28/2021		672821 07/28/2021		972821 07/28/2021	1172821 07/28/2021		2572821 07/28/2021		872821 07/28/2021		1772821 07/28/2021
CHECK LISTING CHECKS PRINTED 07/23/2021 TO 08/18/2021	Description Line Item	6528480 INVOICE#45059-4039 45059-4038	& MAINTENAN 63.87 JUDICIAL COMPLEX MAINT 58.79 .	MONTHLY CHARGES JUNE 2021 420-70-2207 ACCT#505-384-0058596M		COMMUNITY PARTNERSHIP INITIATIVE 401-50-2224 EVENTS HOTDOGS, HOTDOG BUNS, POPSICLES, DRINKS, CHIES, POPCORN, POPCORN BAGS, COOKIES, KETCHUP, MUSTARD, RELISH, PAPER PLATES, FORKS, NAPKINS DEPUTIES & DOGS COMMUNITY EVENT ESTANCIA, NA 7/23/2021 INVOICE#688			NIMUM SHREN NIMUM SHREN NCLUDE 10 DITIONAL 2 CYCLING @ EL @ 8.75% VOICE#8182	ES 246.37	90 GALLONS PROPANE FOR DISTRICT 409-91-2209 4 STATION 10 TORREON HEIGHTS ROAD EAST TORREON NM 87061 INVOICE#18230 ACCT#01-03654		FLASH DRIVE, STAPLER, WIRELESS 401-30-2219 KEYBOARDS/WICE, AND POST IT FLAG INVOICE#3482069020 ACCT#7010 9685		FOLDERS, PENS, AND LABEL TAPE 401-14-2219 INVOICE#3481898672 ACCT# 70109685
1 10:51:07 (CHEC60)	Name		37.57 OPERATIONS	QWEST CORPORATION	RE 279.05	SAM'S CLUB DIRECT	445.98	, INC.	HRED-IT USA INC	NTER 246.37 ANIMAL SERVICES	SOUTHWEST PROPANE LLC		STAPLES BUSINESS	-	STAPLES BUSINESS ADVANTAGE
Date: 8/18/21	CK# DATE		ADMINISTRATIVE OFFICES	01 R 117019 279.05 07/28/2021	ADULT INMATE CARE	01 R 117020 445 98 07/28/2021	COUNTY SHERIFF	01 R 117021 315.22 07/28/2021 RAID GRANT FY18	01 R 117022 492.74 07/28/2021	911-DISPATCH CENTER	01 R 117023 180.90 07/28/2021	SIMIE FIRE ALLOIMENT	01 R 117024 222.72 07/28/2021		01 R 117025 163.43 07/28/2021

Date: 8/18/21	10:51:07 (CHEC60)	CHECK LISTING CHECKS PRINTED	CHECKS PRINTED 07/23/2021 TO 08/18/2021	Page: 8			
CK# DATE	Name	Description	Line Item	Invoice # DATE	# Ođ	Amount	
01 R 117026 306.84 07/28/2021	SUMMITT FIRE & SECURITY LLC	QUARTERLY MONITORING JULY 2021 INVOICE#588000899 ACCT#TORRAN	401-15-2203	472821 07/28/2021		194.75	
		QUARTERLY MONITORING JULY 2021 INVOICE#588000880 ACCT#TORRAN 9510 CLERK/VOTING MACHINE	612-20-2308	572821 07/28/2021		112.09	
ADMINISTRATIVE OF	OFFICES 194.75 COUNTY CLERK						
01 R 117027 200.00 07/28/2021	TAJIQUE LAND GRANT	TRANSFER STATION LEASE THRU TRANSFER STATION LEASE 8/1/2021 - 10/31/2021	401-02-2204	3172821 07/28/2021	36852 36852 36852 36852 36852	200.00	
COUNTY COMMISSION	200.00						
01 R 117028 288.06 07/28/2021	ı 'Z ·	TOW RESCUE 1-2 FORD F350 LP: VIN: TOW BACK FROM CLINES CORNERS TO RICH FORD IN ALBUQUERQUE.	413-91-2201	2472821 07/28/2021	36608 36608 36608 36608 36608	288.06	•
STATE FIRE ALLOTMENT	ENT 288,06					r.	
1 0 117029 213.60 07/28/2021	CHAVEZ,	TRAVEL TO ALBUQUERQUE NW SHERATON UPTOWN REAL LOCAL ELECTION SCHOOL FOR LOCAL ELECTION NOVEMBER 2021	401-20-2205	5272821 07/28/2021		213.60	
COUNTY CLERK	213.60						
01 R 117030 213.60 07/28/2021	OTERO, MARY YVONNE	TRAVEL TO ALBUQUERQUE NW SHERATON UPTOWN REAL LOCAL BLECTION SCHOOL FOR LOCAL ELECTION NOVEMBER 2021	401-20-2205	5172821 07/28/2021		213.60	
COUNTY CLERK	213.60				61 11 13 11 11 11 11 16 16	 	
01 R 117063 328.00 08/03/2021	AMAZON BUSINESS	PORTABLE EVAPORATIVE COOLER FOR VAULT INVOICE#1LCY-P9GK-9JTP ACCT#A3J165BS912J5M	401-30-2218	108321 08/03/2021	36776 36776	328.00	
COUNTY TREASURER	328.00			9 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
į.	DOUBLE E CONSTRUCTORS	PATCH, TEXTURE AND PAINT OFFICE AROUND WINDOWS COURT CLERK AREAS JUDICIAL COMPLEX NWGRT INVOICE#490880	401-16-2215	218321 08/03/2021	36783 36783 36783 36783	900.00	
JUDICIAL COMPLEX MAINT 960.7	4AINT 960.75				- ij 13 14 18 19 19 19 19	11 14 10 11 11 11 11 11 11 11	
01 R 117065 16492.88	GM EMULSION LLC		620-94-2612 620-94-2612	198321 08/03/2021	36341 36341	9450.00 1600.00	

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08/03/2021

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	Amount	1042.88		1.08	1.08	1.09	1.08	1.08	1.09	1.09	1.09			# 45 . 84 . 19 . 19 . 19 . 19 . 19 . 19 . 19 . 1		150.00	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	78.04	1 1 1 1 1 1 1 1 1 1 1	116.01		3410.00
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CHECKS PRINTED 07/23/2021 TO 08/18/2021	Line Item .	620-94-2612	1	401-24-2215	401-27-2215 401-36-2215	401-37-2215	401-15-2215	401-16-2215 401-23-2215	401-53-2215	401-56-2215	911-80-2215	SENIOR CENTER	COMPLEX MAINT	401-82-2239		911-80-2269		401-55-2203		401-10-2203		605-02-2272 605-02-2272
	ption	SALES TAX MOBILIZATION, 2" ASPHALT & STRIPING W/ PARKING BUMPERS NMSWPA 00-00000-20-00110 INVOICE#ESTANADMINZ		II II				DING SITES		#TORR CO MAINT			1.08 JUDICIAL 1.09 ATTORNEY 1.09	WIPER FLUID, VEHICLE SUPPLIES SPONTES, SPONTES, GLOYES, SCRUB BRUSHES, SARIOUS CLEANING SUPPLIES ASSORTED TOOLS, PULLEYS, WIRE, ITEMS FOR KENNEL MAINTENANCE ACCT#33		DIRECTOR'S AFFILIATE FY22		COLOR COPY OVERAGES 07/01/2021- 07/31/2021 INVOICE#IN50184 ACCT#TC10		CONTRACT OVERAGE CHARGE FOR THE 07/01/2021 TO 07/31/2021 B/W BEGIN 78,109 END 82,878=4769 COLOR BEGIN 26,494 END 28,245=1751 INVOICE#IN50185 ACCT#TC11		E#7312021
CHECK LISTING	Description	SALES TAX MOBILIZATION, 2" AS. STRIPING W/ PARKING NWSWPA 00-00000-20- INVOICE#ESTANADMINZ	. U				OPEN PO REQUEST FOR	COUNTY BUILDING SITE FY2022	REGAL EXTENDED SCRAE	263445 ACCT#TORR CO		SENIOR CEN	IVE OFFICES H CENTER		·	ANNUAL 911 DIRECTOR's DUBS INVOICE#911.FY22		COLOR COPY C 07/31/2021 I ACCT#TC10		CONTRACT OVERAGE CHA CONTRACT OVERAGE CHA B/W BEGIN 78,109 END COLOR BEGIN 26,494 E. 1751 INVOICE#INS0185		JULY 2021 TEEN COURT NMGRT INVOICE#731202:
(0)			 11 11 11 12 13 14 16 16 16 16 16 16 16 16	INC.								MOUNTAINAIR SENIOR CEN	ADMINISTRATIVE OFFICES COUNTY FAIR 911-DISPATCH CENTER	HART'S TRUSTWORTHY HARDWARE		R AFFILIATE						
1:07 (CHEC60)	Name	0	16492.88	GUSTIN HARDWARE INC									1 1 1 .08 W	HART'S TRUSTWORTHY HARDWARE	48.54	NWAC 911 DIRECTOR AFFILLATE		GROUP	78.04	NUBB GROUP	116.01	ORTIZ, ADRIAN
8/21 10:51:07	DATE Na	, , , ,	RE GROSS R		1 '			٠				BLDG MAINT	TOK CENTER HEALTH CLI CES	 	CES	NMAC)		NUBE	TIMENT	NUBE	ļ	
Date: 8/18/21	CK# D2	T MOD S OFFICIENT II	INFRASTRUCTURE GROSS R 16492.88	01 R 117066	17:3/2021							HEALTH DEPT BLDG MAINT	MOUNTAINAIR HEALTH CLI ANIMAL SERVICES	01 R 117067 48.54 08/03/2021	ANIMAL SERVICES	01 R 117068 N 150.00 08/03/2021		01 R 117069 78.04 08/03/2021	FINANCE DEPARTMENT	01 R 117070 NUBE GROUP 116.01 08/03/2021	COUNTY MANAGER	01 R 117071 3640.18 08/03/2021

	Amount			148697.00		3778.45		155.81		34125.54		61.96	920.42	273.99	41.53	1539.11	42.69	463.02	31.98	68.00	442.90	214.82	8674.51	2269.14	89.76 231.49	
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Page: 11	Invoice # DATE			118321 08/03/2021		128321 08/03/2021		138321 08/03/2021		148321 08/03/2021		======================================			``		, , , , , , , , , , , , , , , , , , ,	``			, , ,					
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07/23/2021 TO 08/18/2021	Line Item			401-65-2228		401-65-2228		401-65-2228		.401-65-2228		407-91-2202	406-91-2202	408-91-2202	405-91-2202	413-91-2202	420-73-2202	401-82-2202	605-09-2202	401-20-2202	401-65-2202	401-08-2202	401-50-2202	420-74-2202	401-10-2202 604-83-2202	
CHECK LISTING CHECKS PRINTED	Description	CARDS) ATTORNEY, INVESTIGATIONS, EVIDENCE OFFICES. NWSWPA 00-00000-20-00093AP INVOICE#588000977 ACCT#TORRAN 9510		SAAS (SOFTWARE AS A SERVICE) YEARLY FEE FOR TYLER EAGLE (CLERK, TREASURER, AND ASSESSOR) & INCODE (FINANCIAL, PAYROLL, HR, AND TIME KEEPING) EAGLE & INCODE CES CONTRACT 2020-38-C103-ALL INVOICE#025-333256 ACCT#54200		EAGLE & INCODE INVOICE#025-336962 ACCT#54200		EAGLE & INCODE INVOICE#025-337766 ACCT#54200		EAGLE & INCODE INVOICE#025-334933 ACCT#54200		1 VFD 06/20	N	m ,	DIST 5 VFD	FIRE ADMIN	ELECTRONIC MONITOR	TREASURER		RK	OPS	SESSOR		RT	MANAGER EMERGENCY MANAGER	7891
1 10:51:07 (CHEC60)	Мате		363.81 363.81	TYLER TECHNOLOGIES, INC	& MAINTENAN148697.00	TYLER TECHN	NTENAN 3778.45	TYLER TECHNOLOGIES, INC	NTENAN 155.81	TYLER TECHNOLOGIES, INC	AINTEMAN 34125.54	ANK CORPOR														
Date: 8/18/21	. CK# DATE	учигоривус		01 R 117079 148697.00 08/03/2021	OPERATIONS & MAIN	80 .45 21	OPERATIONS & MAINTENAN	01 R 117081 155.81 08/03/2021	OPERATIONS & MAINTENAN	01 R 117082 34125.54 08/03/2021	OPERATIONS & MAINTENAN 34125.54	83	16909.48	08/03/2021												

3871.59 STATE FIRE ALLOTMENT COUNTY TREASURER

COMMUNITY MONITORING WIND PILT

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ANIMAL SERVICES COUNTY CLERK

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	Amount		2970.00 243.51		5000.00 6647.47		47.43 45.00 6.00 22.75			250.00	1782.94	53.40		693.44 443.18 542.21 493.07 765.04 655.40
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Page: 12	Invoice # DATE		238321 08/03/2021		28321 08/03/2021 / /		678921 08/09/2021		178921 08/09/2021	628921 08/09/2021	658921 08/09/2021	38521 08/05/2021		188921 08/09/2021 / / / / / /
08/18/2021		214.82 89.76							11 11 11 12 13 14 14 15 16 11 11 11 11 11 11 11 11 11 11 11 11					
CHECKS PRINTED 07/23/2021 TO	Line Item	ASSESSOR MANAGER	635-67-2272 635-09-2272		803-59-2695 620-94-2617		408-91-2230 408-91-2230 408-91-2230 408-91-2230		401-65-2248	401-05-2270	402-60-2607	401-20-2205		401.15-2215 401-24-2215 413-91-2215 401-16-2215 630-87-2215
CHECK LISTING	Description	PLANNING & ZONING 276.59 COUNTY ASSESSO TRANSPORTATION OF PRIS 2269.14 COUNTY MANAGER	OPMENT LLC JUCC AND GC JULY 1-31 2021 GROSS RECEIPTS TAX INVOICE# 19	WIND PILT 243.51	CO. CATERPILLAR MODEL:259D3 COMPACT/MULTI TERRAIN LOADER CES# 18-020B-C103-ALL INVOICE#B3989501 ACCT#88034	INFRASTRUCTURE GROSS R 6647.47	3 OXYGEN USP DA MED CGA 870 DELIVERY FLAT FEE FUEL CHARGE FLAT AIRGAS HAZMAT CHARGE INVOICE#9115602700 ACCT#2296717		WORK S STENSO WARISS NICK S ACCT#9	O FAIR GROUND RENTAL DAWAGE DEPOSIT REFUND	CATERPILLAR FINANCIAL SVCS CORRGRADER/EQUIPMENT LEASE CONTRACT #001-0767488-000 INVOICE# 31263544 MENT 1782.94	TRAVEL TO ALBUQ NM SHERATON UPTOWN REAL LOCAL ELECTION SCHOOL FOR LOCAL ELECTION NOVEWBER 2021 RETURN	53.40	COOPERATIVE EDUCATIONAL SERVICERIC GOLD COVERAGE FY2021 07/01/2020 - 06/30/2021 8.19% TAX ON LABOR ONLY CES CONTRACT 18-07B-R201
10:51:07 (CHEC60)	Name	NTENAN 442.90 8674.51 MS TAX 231.49	VIA HOMES & DEVELOPMENT LLC	STICE 2970.00	WAGNER EQUIPMENT CO.	ECTS 50000.00	AIRGAS USA LLC	MENT 121.18	BOOT BARN INC	CANDELAS, HERIBERTO	CATERPILLAR FINANC	1 23	53.40	COOPERATIVE EDUCAT
Date: 8/18/21	CK# DATE	OPERATIONS & MAINTENAN COUNTY SHERIFF COMMUNICATIONS/EMS TAX	01 R 117084 3213.51 08/03/2021	CYFD JUVENILE JUSTICE	01 R 117085 56647.47 08/03/2021	LEGISLATIVE PROJECTS	01 O 117096 121.18 08/09/2021	STATE FIRE ALLOTMENT	0 8/0 RAT	01 R 117098 250.00 08/09/2021 COUNTY COMMISSION	01 R 117099 CATE 1782.94 08/09/2021 COUNTY ROAD DEPARTMENT	01 O 117100 CHAV 53.40 08/09/2021	7 !!	01 R 117101 7475.40 08/09/2021

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401-27-2215 911-80-2215

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Line Item	620-94-2215 401-37-2215 401-36-2215 401-53-2215	STATE FIRE ALLOTMENT MOUNTALNAIR HEALTH CLI INFRASTRUCTURE GROSS R COUNTY FAIR	======================================		401-10-2284		411-92-2271		405-91-2201		405-91-2201		401-08-2300	
			INMATE HOUSING 5/1/21 TO 5/19/21 INMATE MEDICAL INVOICE#TCDF 072021 ACCT#CORECIVE/TORRANCE		WONTRACT COPIER MANAGER/GRANTS CONTRACT#500-50116558 INVOICE# 73195294 ACCT#1428283		.2 .X210724		FUEL FILTERS TORREZE, LANEOUS ITEMS VEHICLE R 021 CT#2922		OIL, OIL FILTERS, FUEL FILTERS WIPER BLADES, ANTIFREEZE, BATTERIES, MISCELLANEOUS ITEMS NEEDED FOR MINOR VEHICLE INVOICE#526185 ACCT#2922 BOXED CAPSULES FOR TENDER 5 HEADLIGHT REPLACEMENT MILEAGE 36553 VIN:1FVACYDJSHN90286 HALOGEN SEALED BEAM FOR ENGINE 5 REPLACE BROKEN HEADLIGHT		ETING I DUCHARME STING	
Description			INMATE HOUSING 5/1/21 TO 5/ INMATE MEDICAL INVOICE#TCDF 072021 ACCT#CORECIVE/TORRAN		ERVICEONTRACT COPIER MANAG CONTRACT#500-50116558 73195294 ACCT#1428283		OPEN PO FOR FY2022 TV SERVICES INVOICE#069212456X210724 ACCT#069212456		OIL, OIL FILTERS, FUEL F. WIPER BLADES, ANTIFREEZE, BATTERIES, MISCELLANEOUS NEEDED FOR MINOR VEHICLE MAINTENANCE/REPAIR JULY - DECEMBER 2021 INVOICE#526180 ACCT#2922	 	OIL, OIL FILTERS, FUEL FILTER WIPER BLADES, AWTIFREEZE, BATTERLES, MISCELLANGOUS ITEM NEEDED FOR MINOR VEHICLE INVOICE#526185 ACCT#2922 BOXED CAPSULES FOR TENDER 5 HEADLIGHT REPLACEMENT MILEAGE 36553 VIN:1FVACYDJSHN90286 HALOGEN SEALED BEAM FOR ENGIN		P&Z MEETING BD MEETING COMPENSATION - ART DUC JULY 2021 P&Z MEETING BD MEETING AUGUST 2021	•
		HEALTH DEPT BLDG MAINT ESPERANZA MEDICAL CLIN 911-DISPATCH CENTER ESTANCIA SENIOR CENTER	fi II Ik Ik Ir		DE LAGE LANDEN FINANCIAL SERVICEONTRACT COPIER MANAGER/GRANTS CONTRACT#500-50116558 INVOICE# 73195294 ACCT#1428283		TV SE. INVOIT		OIL, (VIPER WIPER BATTEIN MEDEINTE) MAINTI JULY INVOICE		OIL, (WIPER BATTEE BATTEE NEEDEL INVOIC EOXED HEADLI 36553 HALOGE EXEDEL EXEDEL EXECUTE HALOGE EXECUTE		P&Z MEETING COMPENSATIO JULY 2021 P&Z MEETING AUGUST 2021	
me			CORECIVIC INC.	70892.13	GE LANDEN FINE	409.55	DIRECTV, LLC.	127.83	DOUBLE H AUTO	41.92	роивля н Аито	36.47	DUCHARME, ARTHUR	
E Name		OFFICES EX MAINT NIOR CEN R CENTER	CORBC		DE LAGE		DIREC	SE TAX	DOUBL)TMENT	DOUBLE	TMENT	DUCHA	
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Page: 14	Invoice # DATE	288921 08/09/2021	298921 08/09/2021	308921 08/09/2021	318921 08/09/2021	328921 08/09/2021	338921 08/09/2021	34,8921 08/09/2021	358921 08/09/2021	368921 08/09/2021	378921 08/09/2021	388921 08/09/2021	398921 08/09/2021	408921 08/09/2021	418921 08/09/2021	428921 08/09/2021	438921 08/09/2021	448921 08/09/2021	638921 08/09/2021	
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08/18/2021		.*			•							٠	•					,	•	68.58 65.04
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	Description	MONTHLY GAS FY2022 ACCT# 10-6000-000 JULY 2021 JUDICIAL	MONITHLY GAS FY2022 ACCT #60-9530-000 JULY 2021 DISPATCH	AS FY2022 5870-010	AS FY2022 1850-000	MONTHLY GAS FY2022 ACCT# 71-4510-000 ACCT# 71-6230-000 DIST 5 VFD	AS FY2022 2330-010 SC JULY 2021	Y GAS FY2022 60-9250-000 60-5390-000 VPD JULY 2021	N E	222	AS FY2022	AS FY2022	AS FY2022 4090-000 JULY 2021	HLY GAS FY2022 #10-1860-000 #10-5690-000	2021 2021	TY GAS FYZ022 #30-0500-000	AS FY2022 1990-010	1 CAS FY2022 17 GAS FY2022 10-6380-000	LS FY 2022 1140-001 12021	33.74 190.39
CHECK LISTING	Desc	MONTHLY GAS FYZ ACCT# 10-6000-00 JULY 2021 JUDIC	MONTHLY GAS FY20 ACCT #60-9530-0 JULY 2021 DISPA	MONTHLY GAS FY2022 ACCT# 10-5870-010 JULY 2021	MONTHLY GAS FY2022 ACCT# 10-1850-000 JULY 2021	MONTHLY GA ACCT# 71-4 ACCT# 71-6 DIST 5 VFD		MONTHLY GAS FY2022 ACCT# 60-9250-000 ACCT# 60-5390-000 DIST 3 VFD JULY 20:	MONTHLY GAS FY202 ACCT# 60-0580-010	MONTHLY GAS FYZC ACCT# 70-3680-00	MONTHLY GAS FY2C	MONTHLY GAS FYZ022 DIST 3 VFD JII.Y 20:	. [i]	MONTHLY GAS FY2022 ACCT #10-1860-000 ACCT #10-5690-000	MONTHLY GAS FYZO ROAD JULY 2021 RATIONER 2021	MONTHLY GAS FYZ022 ACNT #30-0500-000 Acter & ver HT & 200	MONTHLY GAS FY2022 ACOT #10-1990-011	MONTHLY GAS FY2022 ACCT# 10-6380-000 ATTER 7071		911-DISPATCH CENTER STATE FIRE ALLOTMENT
7 (CHEC60)		EMW GAS ASSOCIATION																		67.56 91 105.85 ST
10:51:07	Name	EMW GAS																		
Date: 8/18/21	CK# DATE	01 R 117108 763.60 08/09/2021			•															JUDICIAL COMPLEX MAINT ADMINISTRATIVE OFFICES

ANIMAL SERVICES 26.29 COUNTY FAIR 24.00 HEALTH DEPT BLDG MAINT 64.37 COUNTY CLERK 24.00

57.46

COUNTY ROAD SHOP . ATTORNEY

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	WATER FOR FY2022 INVOICE#21-aiigiist accm#1112	0	JUDICIAL	LAWYER ESTANCIA SC	JUDICIAL	INVOICE#21-AUGUST ACCT#1380	WATER UTILITY FY2022	COUNTY ADMIN ROAD DEPT	FAIR GROUNDS	TCPO - HEALTH DEPT	COUNTY ADMIN	ROAD DEPT	FAIR GROUNDS TCPO - HEALTH DEPT	117.08	HEALTH DEPT BLDG MAINT 95.60 COUNTY FAIR	P&Z MEETING BD MEETING COMPENSATION - CHRISTINE ESTRADA	JULY 2021 P&Z MEETING BD MEETING AUGUST 2021		***************************************	P&Z MEETING BD MEETING COMPRISATION - JIM FROST JULY 2021		CS6 HYGEINE SERIES 1200ML AUTOMATIC FOAM GEL FLOOR GRAY THEMM. 601.859	PURELL HAND SANITIZER 400Z BOX FOAD CS6 PK 2	ITEM # 60JH56 COUNTY ADMIN & JUDICIAL COMPLEX INVOICE#9004470119/9004470101 ACCT#818809576		WIPER FLUID, VEHICLE SUPPLIES SPONGES, GLOVES, SCRUB BRUSHES, ASSORTED TOOLS, PULLEYS, WIRE, SALT PELLETS FOR WATER SOFTNER
	ESTANCIA, TOWN OF													414.09	122.93 HEALTH DEP	ESTRADA, CHRISTINA		190.00	***************************************	FROST, JIM	95.00	GRAINGER, INC.			1369.84	HART'S TRUSTWORTHY HARDWARE
	01 R 117109 1537.43	08/09/2021								-				ADMINISTRATIVE OFFICES	ATTORNEY	0	08/09/2021	PLANNING & ZONING	H H	01 R 117111 95.00 08/09/2021	PLANNING & ZONING	7112 69.84 2021			RISK MANAGEMENT	01 O 117113 48.54 08/09/2021

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ANIMAL SERVICES

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Date: 8/18/21 10:51:07' (CH)	(CHEC60)	CHECK LISTING CHECKS PRINTE	PRINTED 07/23/2021 TO 08/18/2021	Page: 16		
CK# DATE Name		Description	Line Item	Invoice # DATE	# Od	Amount
625.00 08/09/2021		DIST 4 VFD DIST 5 VFD DIST 2 VFD FIRE ADMIN INVOICE#N10926-25 ACCT#10926 SERVICE DATES 9/1/21-9/30/21	409-91-2207 405-91-2207 406-91-2207 413-91-2207		36719 36719 36719 36719	135.69 135.69 135.69 45.32
01 R 117115 LOBO INTERNET 45.00 08/09/2021	LOBO INTERNET SERVICES LTD	ANIMAL SERVICES FY2022 INVOICE#N12084-20 ACCT#12084	401-82-22.07	278921 08/09/2021	36713	45.00
01 O 117116 MARLIN BUSINESS BANK 252.29 08/09/2021	SS BANK	SCANDRO SCANNING SYSTEM FY 2022 INVOICE#19176483 ACCT#1441060 JULY 2021	911-80-2284	198921 08/09/2021	36901. 36901. 36901.	252.29
CENTER						
ARTY	& IRON	FLAD DISC CUT WHEELS INVOICE#7-26-21	402-60-2244	698921 08/09/2021	36838 36838 36838 36838	52.35
COUNTY ROAD DEPARTMENT 52.35	 					
117118 NM FI 6845.54 9/2021	1 1 1 1 E	EARLY LOAN PAYOFF TORRANCECTY LOAN PPRF-1992	636-46-2500	618921 08/09/2021.		146845.54
NMFA LOANS 146845.54						
941		CONTRACT OVERAGE CHARGE 07/01/21 TO 07/31/2021 INVOICE#INS0182	1 612-20-2203	48921 08/09/2021		! ! 0
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01 R 117120 NUBE GROUP 21.17 08/09/2021		COLOR COPIES OVER 500 INVOICE# IN50186 ACCT#TC12	401-08-2203	88921 08/09/2021		21.17
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08/09/2021	VONNE	TRAVEL TO ALBUQ NM SHERATON UPTOWN REAL LOCAL BLECTION SCHOOL FOR LOCAL BLECTION NOVEMBER 2021 RETURN	401-20-2205	. 28521 08/05/2021		53.40
COUNTY CLERK 53.40						11 11 11 11 11 11
R 117122 QWEST CORPORATION 62.29 08/09/2021	Jon	MONTHLY CHARGES FOR TELECOMUNICATIONS FY 2022 ACCT # 505-832-4068906B	405-91-2207	468921	36880 36880 36880 36880 36880	62.29

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01 R 117123 QW 113.85 08/09/2021 STATE FIRE ALLOTWENT	EST CORPORATION	MONTHLY CHARGES FOR TELECOMMUNICATIONS FY 2022 ACCT # 505-384-3165110B FIRE ADMIN JULY 2021	413-91-2207	478921 08/09/2021	36879 36879 36879 36879	113.85
01 R 117124 34.85 08/09/2021 COUNTY SHERIFF	TION	11.X ELE 22 NT FF	401-50-2207	489821 08/09/2021	36878 36878 36878 36878 36878	34.85 18.85
01 R 117125 658.15 08/09/2021 911-DISPATCH CENTER	QWEST CORPORATION THER 658.15	MONTHLY CHARGES FOR TELECOMUNICATIONS FY 2022 ACCT # 505-384-9631581B DISPATCH JULY 2021	911-80-2207	498921 08/09/2021	3 6 8 8 1 1 1 3 6 8 8 1 3 6 8 8 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	658.15
01 R 117126 258.50 08/09/2021 COUNTY MANAGER		MUNI MUNI 505-	401-10-2207	508921 08/09/2021	36887	258
01 R 117127 62.76 08/09/2021 COUNTY CLERK	QWEST CORPORATION 62.76	MONTHLY CHARGES FOR TELECOMMUNICATIONS FY 2022 ACCT # 505-384-4080353B CLERK JULY 2021	401-20-2207	518921 08/09/2021	3 5 6 8 8 4 4 8 8 8 4 8 8 8 4 8 8 8 8 4 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	62.76
01 R 117128 62.76 08/09/2021 COUNTY TREASURER	QWEST CORPORATION 62.76	MONTHLY CHARGES FOR TELECOMMUNICATIONS FY 2022 ACCT # 505-384-4381889B TREASURER JULY 2021	401-30-2207	528921 08/09/2021	3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	62.76
01 R 117129 QWES 116.43 08/09/2021 JUDICIAL COMPLEX MAINT	T CORPORATION	MONTHLY CHARGES FOR TELECOMUNICATIONS FY 2022 ACCT # 505-384-3237905B JUDICIAL JULY 2021	401-16-2207	538921 08/09/2021	3 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	116.43
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	WATER, HOTDOG, OTTER BAGS, MOVIE ESTANC DEPUTII AUGUST INVOICE	KOOL-ALD JAMMERS, S, HOTDOG BUNS, NAP- POPS, POPCORN, POPC AND SNACKS. IN THE PARK - AUGUS ILA: THE CROODS: NEW 5S & DOGS - WORLART 13 #8/7/2021		1	36907 36907 36907 36907 36907 36907 36907	324. 05

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### COLTABLE S.C. 11 1011-17-213 68832 0 10103/2021 35784	01 R 117138 256.01 08/09/2021	STAPLES BUSINESS ADVANTAGE	WESTCOTT SCISSORS, STADLES CD-R, 5*8 NOTEPAD, 8.5*11.75 NOTEPAD, VERBATIM CD-R, 4 COPY PAPER, 2 DVI CABLES, MONITOR STAND, 2AA BATTERY INVOICE#3482329479/3482329478	.401-21-221		ll .	36667 36667 36667 36667 36667 36667	256.01
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117144 WASTE MANAGEMENT OF NM INC. DUMPSTER CHARGES FOR ANIMAL 401-82-2210 238921 08/09/2021 36893 1133.25 FY 2022 751 2022 751 SALT MISSION TRAIL 36893 ACCT # 9-35442-03003	01 R 117143 01 R 117143 3464.35 08/09/2021 ADULT INNATE CARE	UNM 3464.35	EDICAL	420-70-2173		1		3464.35
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Page: 20	Invoice # DATE	258921 08/09/2021		228921 08/09/2021		481221 08/12/2021 / /		581221 08/12/2021		781221 08/12/2021		881221 08/12/2021 / /		3081221 08/12/2021
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CHECK LISTING CHECKS PRINTED	Description	FY 2022 753 SALT MISSION TRAIL MCINTOSH NM 87035 ACCT # 2-08123-14009 INVOICE#0046888-0573-0 DUMPSTER CHARGES FOR DISTRICT 5 VFD - FY 2022 44 CARL CANNON ROAD MORLARTY, NM 87035 ACCT # 18-98130-33003 INVOICE#0047747-0573-7	ALLOTMENT	WATER FOR DISTRICT 6 VFD ACCT#310.01		14 CYLINDER RENT MED XS OXYGEN HAZMAT SALES TAX INVOICE#9980990366 ACCT# 2296717		RENT CYLINDER MEDIUM/LARGE OXYGEN RENT CYLINDER MEDIUM/XS OXYGEN HAZMAT PEE SALES TAX INVOICE#9980937159 ACCT#2287851		CYLINDER RENT MED/XS OXYGEN HAZMAT SALES TAX INVOICE#9981675963 ACCT#2287851		DIST 2 VFD CYLINDER RENT MEX/XS OXYGEN HAZMAT SALES TAX INVOICE#9980937160 ACCT#2287851		
1 10:51:07 (CHEC60)	Name		159.49 STATE FIRE	LLARD,	FMENT 56.18	AIRGAS USA LLC		AIRGAS USA LLC	MENT 164.38	AIRGAS USA LLC AIRGAS 134 08	11 11 11	AIRGAS USA LLC	MENT 135.49	ALBUQUERQUE FENCE COMPANY
Date: 8/18/21	CK# DATE		ANIMAL SERVICES	01 R 117145 56.18 08/09/2021	STATE FIRE ALLOTMENT	i ii		01 O 117147 164.38 08/12/2021	STATE FIRE ALLOTMENT	01 0 117148 AI 01 0 117148 AI 08/12/2021 STATE FIRE ALLOTWENT		01 0 117149 135.49 08/12/2021	STATE FIRE ALLOTMENT	01 0 117150 37189.00 08/12/2021

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	Amount	į.		250.00		90.08		2832,34	466.60	101.82	45.85	116.62	53.28	153.50	. 441	93.32	53.28 40.04	53.28 1073.72	139.92
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Page: 21	oic			.281221 08/12/2021		681221 08/12/2021		5881221 08/12/2021	5981221 08/12/2021	6081221 08/12/2021	6181221 / /	6281221 08/12/2021	6381221 / /	6481221 08/12/2021	6581221		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	6681221 08/12/2021	6781221 08/12/2021
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07/23/2021 TO 08/18/2021	Line Item			411-92-2271		407-91-2209		401-50-2207	.420-74-2207	401-05-2207	401-56-2207	401-65-2207	401-55-2207	604-83-2207	413-91-2207	405-91-2207 406-91-2207	407-91-2207 408-91-2207	409-91-2207 402-60-2207	401-65-2207
CHECK LISTING CHECKS PRINTED	ď	POSTS, 1 5/8 TOP RAIL AND 3 STRANDS OF BARBED WIRE. LABOR - NEW FENCE INSTALLATION. NWGRT (8.1875%) - LABOR ONLY NWGWPA 80-000-18-00039 INVOICE#252181		CONSULTING PHARMACY QUARTERLY INSPECTION AUGUST 6,2021 INVOICE#129405		DIST1 VED TANK RENT MINIMUM 500 CALLON TANX 07/01/2020-06/30/21 SITE:102958806 STATE SALES TAX COUNTY SALES TAX CITY SALES TAX INVOICE#3125073677 ACCT#		FY2022 CELL PHONE CHARGES SHERIF'S DEPARTMENT JULY 2021 ACCT#287272915609	2 CEI PORT	FY2022 CELL PHONE CHARGES COMMISSION DEPARTMENT JULY 2021	FY2022 CELL PHONE CHARGES LAWYER DEPARTMENT JULY 2021	FY2022 CELL PHONE CHARGES IT DEPARTMENT JHT,7 2021	CPO/FINANCE DEPARTMENT THE Y COL	COLL 2021 EMERGENCY MANAGER DEPARTMENT	UULI 2021 FY2022 CELL PHONE CHARGES FIPF ADMIN	DISTRICT 5	DISTRICT 1 DISTRICT 3	DISTRICT 4 FY2022 CELL PHONE CHARGES ROAD DEPARTMENT THEN 2021	FOLL FOLL PHONE CHARGES MAINTENANCE DEPARTMENT JULY 2021
11 10:51:07 (CHEC60)	Name		GROSS R 37189.00		SE TAX 250.00	AMER	TIMENT 80.06	AT & T MOBILITY LLC											
Date: 8/18/21	CK# DATE		INFRASTRUCTURE	01 0 117151 250.00 08/12/2021	1/4% FIRE EXCISE TAX	00.00	STATE FIRE ALLOIMENT	01 O 117153 7500.26 08/12/2021							÷				. '

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CK# DATE Name	ē	Description	Line Item	Invoice # DATE	# Od	Amount
		LERK JULY 2021	401-20-2207	6981221 08/12/2021		45.85
		ACCT#287272915609 FY2022 CELL PHONE CHARGES PÆZ DEPARTMENT THLY 2021	401-08-2207	7081221 08/12/2021	36752 36752	91.70
		LL PHONE CHARGES RESSING DEPARTMENT	401-07-2207	7181221 08/12/2021	36753	45.85
		ELL CHARGES JULY 2021 RVICES	401-82-2207	7281221 08/12/2021		183.40
		JULY 2021	911-80-2207	7381221 08/12/2021		282.53
		ELL PHONE CHARGES F MONITOR DEPARTMENT L	420-73-2207	7481221 08/12/2021	36754 36754	46.84
		LL PHONE CHARGES TMENT	605-02-2207	7581221 08/12/2021	36755 36755	45.85
		LL PHONE CHARGES RIMENT JULY 2021 LL PHONE CHARGES	690-86-2207	7681221 08/12/2021	36756	183.40
			401-30-2207	/ / / / / / / / / / / / / / / / / / / /	36757	238.12
		LL PHONE CHARGES PARTMENT	401-49-2207	7881221 08/12/2021	36758 36758	51.00
		ll PHONE CHARGES EPARTMENT	401-10-2207	7981221 08/12/2021	36759 36759	119.78
		ELL CHARGES JULY 2021	401-40-2207	8081221 08/12/2021		149.86
		NCE DEPARTMENT 1 CHARGES CELL PHONE	401-55-2207 401-90-2207	8181221 / / 8281221 08/12/2021	36745 36745	160.93
EMS TAX id id io	, , ,	NATION OF PRIS 466.60 ONS & MAINTENAN 256.54 IRE ALLOTMENT 774.74 CLERK SERVICES 183.40 AL GRANT FY20 45.85 DMINISTRATION 51.00 JUDGE 50.91	COUNTY COMMISSION 101.82 FINANCE DEPARTMENT 214.21 COUNTY ROAD DEPARTMENT 1073.72 PLANNING & ZONING 91.70 911-DISPATCH CENTER 282.53 DV CONTRACT F20 183.40 COUNTY MANAGER 119.78			
01 0 117154 COMPUT 82.57 08/12/2021 OPERATIONS & MAINTENAN	COMPUTER CORNER INC	ADVANCED PRO SERIES LAPTOP BATTERY INVOICE#2200464 ACCT#2464732	401-65-2219	3281221 08/12/2021	36619 36619	82.57
======================================	CORECIVIC INC.	REIMBURSEMENT FOR HOUSING OF STREET INVOICE#TCSO-ICE 052021-A	825-70-2172	2481221 08/12/2021		873290.59
ADULT INWATE CARE 87:	873290.59				# # # # # # # # # # # # # # # # # # #	11 11 11 11 11 11 11 11 11 11 11 11 11

REIMBURSEMENT FOR HOUSING OF USMS INMATES JUNE 2021

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CK# DATE Name	Description	Line Item	Invoice # DATE	₩ 60	Amount
08/12/2021	REIMBURSEMENT FOR COURT TRANSPORT USMS INMATES JUNE 2021 REIMBURSEMENT FOR MEDICAL TRANSPORTATION OF USMS INMATES JUNE 2021	825-70-2172		i	4719.44
ADULT INMATE CARE 137935.35					
117157 CORRIENTE BUCKLE & 2350.00	SADDLE CO. CBE BUCKLES SHIPPING ACCT#BUCKLES	412-53-2246	2981221 08/12/2021 / /	36766 36766 36766	2295.00 55.00
COUNTY FAIR 2350.00		•			
01 O 117158 DOUBLE H AUTO 325.98 08/12/2021	OIL, OIL FILTERS, FUEL FILTERS, WIPER BLADES, ANTIREEZE, BATTERIES, MISCELLANEOUS ITEMS NEEDED FOR MINOR VEHICLE BATTERIES FOR BRUSH 5-1 MILEAGE 71791 VIN 1GTM7D26XFV 521141 LP:099966	405-91-2201	981221	36665 36665 36665 36665 36665	3 2 5 . 9 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8
STATE FIRE ALLOTWENT 325.98					
01 O 117159 DOUBLE H AUTO 149.99 08/12/2021	OLL, OLL FILTERS, FUEL FILTERS, WIPER BLADES, ANTIFREEZE, BATTERIES, MISCELLANBOUS ITEMS NEEDED FOR MINOR VEHICLE INVOICE#525893 ACCT#2922 BATTERY FOR FD1 MILEAGE UNKNOWN VIN 1FBSS31L36HA80373 LP:65745	413-91-2201	1081221	3 6 6 6 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	1
FIRE ALL			•		
01 O 117160 DOUBLE H AUTO 358.97 08/12/2021	OIL, OIL PILTERS, FUEL FILTERS, WIPER BLADES, ANTIFREEZE, BATTERIES, MISCELLANGOUS ITEMS NEEDED FOR MINOR VEHICLE INVOICE#525199 ACCT#2922 2 BATTERIES FOR FD2 MILEAGE UNKNOWN VIN IGNSKZEO8BR185575 LP:G88089 GALLON SYNTHETIC 5W30 OIL	406-91-2201	1181221 08/12/2021	3 6 6 6 5 5 3 6 6 6 5 5 5 5 5 5 5 5 5 5	358.97
STATE FIRE ALLOTWENT 358.97					· [
01 O 117161 DOUBLE H AUTO 30.98 08/12/2021	OIL, OIL FILTERS, FUEL FILTERS, WIPER BLADES, ANTIFREEZE, BATTERIES, MISCELLANBOUS ITEMS NEEDED FOR MINOR VEHICLE INVOICE#526766 ACCT#2922 INVOICE#526766 ACCT#2922 ILW WIPER BLADE 26" WIPER BLADE 71" WIPER BLADE 26" WIPER BLADE 7D9 VIN:1D4HS/38Z43F625054 LP: NONE MILEAGE UNKNOWN	408-91-2201	1281221	3 6 6 6 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	30.98

30.98

STATE FIRE ALLOTMENT

·
UTILITY WATER PAYMENT FY ACCT#0739014 AUGUST 2021
COUNTY ADMIN ROAD DEPT FAIR GROUNDS TCPO - HEALTH DEPT INVOICE#21-AUGUST ACCT#1108
250NL BOTTLES FATAL PLUS SOLUTION INVOICE#2T5424 ACCT#GW384
GALLAGHER BENEFIT SERVICES, INCEY22 CONSULTING SERVICES INVOICE #235213 AUGUST 2 2700.00
- ADMIN SERVICES DIVISION FY 2022 LPB UNEMPLOYMENT COMPENSATION INVOICE#GSD-083923 ACCT#C-C0033-35403
MISC. ELECTRICAL, PLUMBING, INVOICE#264213 ACCT# TORR CO MAINT 3" SPLIT KEY RING 13/8 SPL KEY RING COUNTY ADMIN
UTILITY PAYMENT FY2021 WATER DATE 8/1/2021 METER READING 661120
R TAX PE 85-60002
IRON MOUNTAIN RECORDS MANAGEMENMONTHLY STORAGE CLERK FILM JUL 2021 INVOICE#

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- W - Q - Q
IT INTERNET SERVICES INVOICE#N10958-21 AC DISPATCH SERVICE DAT 9/30/2021
IT INTERNET SERVICES FY2022 INVOICE# N10715-24 ACCT#10715 SERVICE DATES 09/01/2021 TO 09/30/2021
TRAVEL TO RUIDOSO NM ASSOCIATION
WATER GAS AUGUST 2021 AC
11
DUP KEY RED 6 1 NMGRT TORRANCE COUNTY FENCE LOCK AND INVOICE#8558
- 1
NEW MEXICO FIRE ASSOCIATION MEM JULY 1, 2021 - 1
4 YD. CONTAINER FY2022
INVOLCEFACEAS ACCIFACESSAUD RESIDENTIAL CONTAINER SERV FY2022 TAXANTOLOGIC ACCITACONTAINER FY2022
RESIDENTIAL CONTAINER 10 TORREON HEIGHTS

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				11177 # 0010.	‡ 2	AlliCult
STATE FIRE ALLOTMENT 438.87						
117180 ORKIN INC. 122.25 2/2021	STANDARD MONTHLY PC JUDICIAL BLDG FY 2022 ACCT # 31550882 INVOICE#220336535	401-16-2203		3981221 08/12/2021	3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	122.25
COLLCAM WAINI IZZ.ZS						i
01 O 117181 ORKIN INC. 324.08 08/12/2021	STANDARD MONTHLY PC DISPATCH FY 2022 ACT # 25640741 INVOICE#214697079/216011611 JULY 2021 AUGUST 2021	911-80-2215		4081221 08/12/2021		324.08
911-DISPATCH CENTER 324.08						
01 O 117182 PLATEAU WIRELESS 2020.69 08/12/2021	IT INTERNET LARGE BUSINESS BLAZE LANDLINE CHARGES DISTRICT 1 VFD ACCT#3061934	413-91-2207 401-65-2207		3881221 08/12/2021	36717 36717 36717 36717	385.02 1635.67
STATE FIRE ALLOTMENT 385.02 OPERATIONS	& MAINTENAN 1635.67					
01 O 117183 POWER PHONE INC 419.45 08/12/2021	END RECERTICATION ONLINE COURSE N. GARCIA GRY EMD CERTICATION ONLINE COURSE C. WEBB GRT INVOICE#73429	911-85-2266		1881221		399.00
TRAINING GRANT 419.45						
BYTERIAN MEDICAL SERVICES	CLEANING EXPENSES FOR COUNTY SENIOR CENTER INVOICE#5-AUG-21 AUGUST 2021	631-57-2271		4781221 08/12/2021	36710 36710	833.33
SENIOR CITIZEN'S PROGR 833.33					· 1	
01 O 117185 PRUDENTIAL OVERALL SUPPLY 160.23 08/12/2021	MATS AND MOPS COUNTY ADMIN UNIFORMS STETSON ARELY MARISSA NICK MATS AND MOPS FOR JUDICIAL INVOICE#45059-4803/45059-4804 ACCT#6528480	401-15-2203 401-65-2236 401-16-2203		2881221 08/12/2021		37.57 63.87 58.79
ADMINISTRATIVE OFFICES 37.57 OPERATIONS &	MAINTENAN 63.87 JUDICIAL	COMPLEX MAINT	58.79		 	 - - - -
01 0 117186 PRUDENTIAL OVERALL SUPPLY 1448.30 08/12/2021	CONTRACT UNIFORMS FOR ROAD DEPT PY2022 WEEKS 7-6-21/7-13-21/7-20-21 7/27/21/8-3-21 INVOICE#7-6 TO 8-3 ACCT#24563265	402-60-2236		5481221 08/12/2021	36645 36645	1448.30

COUNTY ROAD DEPARTMENT 1448.30

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Description

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08/12/2021		NICK MATS AND MOPS JUDICIAL INVOICE# 45059-5580/45059-5579 ACCT# 6528480	401-16-2203			58.79	
ADMINISTRATIVE O	OFFICES 37.57 OPERATIONS	& MAINTENAN 63.87 JUDICIAL	COMPLEX MAINT 58.79				
01 0 117188 620.28 08/12/2021	PUBLIC SAFETY PSYCHOLOGY GROUP CRISIS NEGOTIATION CERTIFICATION CLASS BASIC CNT - DEPUTY TAX	P CRISIS NEGOTIATION CERTIFICATION CLASS BASIC CNT - DEPUTY SCHWERDEL TAX	410-50-2266	3581221 08/12/2021	36637 36637 36637 36637	575.00	
ſŢΥ	620.28	INVOICE#25572			0000	0 7 ° C †	
01 0 117189 745.66 08/12/2021	REDBURN TIRE COMPANY	TIRES TIRES TIRES LT245/775R16 LT245/70R17 R16 - 2004 CHEVY LP:G95842 VIN:280901 R2 - 2019 FORD LP: 08923G VIN: 96639 NMSWPA 90-000-19-00049AB	402-60-2201 402-60-2201	2181221 / /	36850 36850 36850 36850 36850 36850 36850 36850	226.58	
COUNTY ROAD DEPARTMENT	XTWENT 745.66	INVOLCE#1832					
01 0 117190 REDB 5049.06 08/12/2021 COUNTY ROAD DEPARTWENT	URN TIRE COMPANY	TIRES FOR BLADES 1400R24 O-RINGS NMSWPA 90-000-19-00049AB INVOICE#1830	402-60-2201 402-60-2201	2281221 08/12/2021	3 6 9 0 9 3 6 9 0 9 3 6 9 0 9 3 6 9 0 9	5007.06 42.00	
01 0 117191 145.60 08/12/2021 COUNTY SHERIFF	RIVERA, J MARTIN	TRAVEL TO RUIDOSO NM NM SHERIFFS ASSOCIATION	401-50-2205	5181221 08/12/2021	6	145.60	•
11	SANT	INMATE HOUSING INVOICE#TOR 7-2021	420-70-2172	3381221 08/12/2021		1235.00	
01 O 117193 SENEI 6556.29 08/12/2021 COUNTY ROAD DEPARTMENT	SENERGY PETROLEUM, LLC	SHOP TANKS INVOICE#6226 ACCT# TCROAD	402-60-2202	4181221 08/12/2021	0 10 10 10 11 11 10 10 10 10 11	6256.29	•
01 O 117194 SI 4156.13 O8/12/2021 STATE FIRE ALLOTWENT	SIDDONS-MARTIN EMERGENCY GROUP HEAD INVO: INVO: ENT 4156.13	HEAD GASKET REPAIR TO BE INVOICE#12408398 DIST 5 VFD INVOICE#12408398	405-91-2201	1381221 08/12/2021	36517	4156.13	

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Date: 8/18/21	10:51:07 (CHEC60)	CHECK LISTING CHECKS PRINTED	07/23/2021 TO 08/18/2021	Page: 28			
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08/12/2021		JEWEL CASES PT #29442 QC, CD JEWEL CASES PT#10378-CC, 100CT MANILA FOLDER LEGAL SIZE INVOICE#3482069017/348206018			36651 36651 36651		. •
PLANNING & ZONING	NG 42.20			•		. •	
01 0 117196 400.00 08/12/2021	STYNEN, JEFF	BAND "MACADOO" TO PLAY OLD TIMER'S DANCE, ALCOHOL FREE, ALTERNATIVE PREVENTION ACTIVITY SOUND SYSTEM FOR BAND INVOICE#07312021	605-03-2272	2681221 08/12/2021	36854 36854 36854 36854	300.00	
DWI DISTRIBUTION GRANT	400.00						
01 0 117197 696.74 08/12/2021	TAVENNER'S TOWING & RECOVERY	TOW TENDER 3-2 VIN: 1FVPACYDC65HN30307 FROM DISTRICT 3 MAIN TO WAGNER EQUIPWENT CO. MILEAGE REMOVE DRIVESHAFT TAX LP. G60034 MILEAGE: UNKNOWN ADDITTONAL PARTS INVOICE#13442	408-91-2201 408-91-2201 408-91-2201 408-91-2201	5681221 08/12/2021 / /		336.00 50.00 43.13	
STATE FIRE ALLOTMENT	696.74						
01 0 117198 331.98 08/12/2021	UNIVERSAL BACKGROUND SCREENING PRE-EWPLOYMENT BACKGROUND INVOICE#202107013415 C.GUI J. PATTERSON A. PAVA C.RAN C. SANCHEZ TORRANCE COUNTY STANDARD PACKAGE CRIMINAL SEARCH CRIMINAL SEARCH	3 PRE-EMPLOYMENT BACKGROUND CHECK INVOICE#200107013415 C. GUBRERRO J. PATTERSON A. PAVA C.RAMIREZ C. SANCHEZ TORRANCE COUNTY STANDARD PACKAGE CRIMINAL SEARCH CRIMINAL	401-14-2271	3481221 08/12/2021		13 11 11 11 11 11 11 11 11 11 11 11 11 1	
RAID GRANT FY18	331.98				- II II II II II II II II	11 11 11 11 11 11 11	
	US AUTO GLASS, INC.	FRONT WINDOW REPLACEMENT 2010 FORD FUSION VIN: 3FAHPOGA7AR208820 INVOICE#18206	401-82-2201	1981221 08/12/2021	36902 36902 36902	275.00	
01 O 117200 2380.00 08/12/2021	ZIA GRAPHICS INC.	GILDAN DRY-BLEND 50 COTTON/ 50 POLY NAVY: S-50, M-100, L-100, XL-25, ZXL-20, 3XL-5 LEFT CHEST; 1-COLOR, FULL BACK; 2-COLOR FRONT, TC FIRE DEPT CROSS AXES LOGO BACK TORRANCE COUNTY FIRE DEPARTMENT UPCHARGE FOR ZXL INVOICE#61321	411-92-2236 407-91-2236 406-91-2236 408-91-2236 409-91-2236 418-91-2236	381221 08/12/2021 / / / / / / / /		340.00 340.00 340.00 340.00 340.00 340.00	
1/4% FIRE EXCISE TAX	TAX 340.00 STATE FIRE ALLOTAENT	LLOTWENT 2040.00				 	

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0.8/17/2021		ACCT # 21036000 / 8880105100 / 8880625100			36701 36701	
STATE FIRE ALLOIMENT	TMENT. 134.05					
01 0 117234 1516.92 08/17/2021	CHALMERS FORD, INC.	REPAIR OF 2020 FORD EXPEDITION - REAR TAIL LIGHT & BUMPER PARTS LABOR PAINT SUPPLIES UNIT # M1 INVOICE#RO#82052	401-10-2201 401-10-2201 401-10-2201	481721	36847 36847 36847 36847 36847 36847 36847	497.72 850.00 169.20
COUNTY MANAGER	1516.92					
! ∺	CLARK TRUCK BQUIPMENT CO INC	FULL SERVICE ON UTILITY TRUCK TOMMY LIFT INCLUDES: PARTS/LABOR/TAX INVOICE#0080607-IN	604-83-2201	381721 08/17/2021	36914 36914 36914	729.85
COMMUNICATIONS/EMS TAX	729.85					
 	HART'S TRUSTWORTHY HARDWARE	WIPER FLUID, VEHICLE SUPPLIES SPONGES, GLOVES, SCRUB BRUSHES, ASSORTED TOOLS, PULLEYS, WIRE, ACCT#33	401-82-2239	581721	36676 36676 36676 36676	22.36
ANIMAL SERVICES	22,36		-			
01 0 117237 MOUNTAIN STAI 28638.33 08/17/2021 INPRASTRUCTURE GROSS R 28638.33	TES CONSTRUCTO	INCOLD MIX DELIVERY FEE PATCHING MCNABB ROAD NWGRY @ 7.6785% CES. CONTRACT 2020-21B-C103-4 INVOICE#001 ACCT#TORRANCECOUNTY	620-94-2613 620-94-2613 620-94-2613	681721 08/17/2021 / /	36837 36837 36837 36837 36837 36837	24377.76 2216.16 2044.41
01 0 117238 34 96 08/17/2021	NUBE GROUP	CONTRACT OVERAGE CHARGE FOR THE INV #50503 INVOICE#IN50503	401-10-2203	781721 08/17/2021		34.96
COUNTY MANAGER	34.96	, []			! ! ! ! ! ! !	
01 0 117239 100.00 08/17/2021	PERSONNEL EVALUATION INC.	PERSONNEL PROFILE EVALUATIONS INVOICE#4155 ACCT#TORRNM911	911-80-2272	181721 08/17/2021	36822	100.00
911-DISPATCH CENTER	TER 100.00				 10 10 10 10 10 10 10 	
10 00 0	WAGEWORKS	MONTHLY ADMIN FEE MONTHLY COMPLIANCE FEE INVOICE#INV2982161 ACCT#2048013	401-14-2271 401-14-2271	881721 08/17/2021		132.00
01 0 117241	WIRED ELECTRICAL SERVICES	13.5" VEHICLE ROOF MOUNTED LED	427-28-2655		======================================	6000.00

8815.81 08/17/2021

2815.81

36546 36546

(CHEC60)
MOBILE COMMAND UNIT SHIPPING/INVOICE#2311 READINESS I 2815.81
DELL MONITOR, SAMSUNG 2 DISPLAY PORT CABLES INVOICE#1JD6-TJHY-3PV ACCT#A3JI65BS912J5M
GLOVES: SMALL, MED, LARGE, XL SAFETY GLASSES INVOICE#1F9W-97RN-441G/1YWG-149T UH44
WELLAESS DOOR DECORATING INVOICE#0260070 NAME PLATE FOR COMMISSION CHAMBERS: J. OLIVER INVOICE#0260098 FINANCE DEPARTMENT 8.39
PAINT FIRE ADMIN OFFICES AT TO DISPATCH LABOR-FULL PROTECT BASE TRIM, FLORRING, AND FURNITURE. REPAIR ALL HOLES IN WALLS. REPAINT WALLS IN THE 2 OFFICES TO SW7017 REPOSE GRAY SEMI GLOSS NM GRT INVOICE#38527
BULK WATER USAGE INVO
MONTHLY PEST CONTROL INVOICE#11308 ACCT#566
OIL CHANGES FOR VEHICLES 2006 FORD VAN LP: 142767 VIN: 1FTNE24L86HB10330 2010 FORD FUSION LP: 7922 VIN: 3FAHPOGATAR208820 2019 FORD F150 LP: 18336 VIN: 1FFW1E50KKE17365

63.05

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Amount			1250.00		225.00		215.09		21.66		122.25		279.05		279.20	11 11 11 11 11 11 11	9856.65		36.85
# Ođ				٠.	36932						II II II II II II II II II II		36890 36890 36890			.		 - - -	
Invoice # DATE			781821 08/18/2021		1281821 08/18/2021		581821 08/18/2021		2181821 08/18/2021		1681821 08/18/2021		1781821 08/18/2021		3681221 08/12/2021		181821 08/18/2021		281821 08/18/2021 381821 08/18/2021
															. *				
Line Item			401-05-2243		401-05-2266		401-05-2107		401-10-2203		401-16-2203		420-70-2207		401-14-2271 401-14-2271		402-60-2202		911-80-2205
Description	ACCT#33		BROADCAST FOR COMMISSION MEETINGS AND PSA'S AUGUST 1,2021 TO AUGUST 31,2021 INVOICE#3749		ANNUAL CONFERENCE REGISTRATION LEROY CANDELARIA INVOICE#AC2021-082021-0739-0640		PENALTY ON NM TAXES INVOICE# 01-505585-00-0 ACCT#L0554282416		CONTRACT OVERAGE CHARGE FOR THE 06/15/2021 TO 07/14/2021 OVERAGE PERIOD INVOICE#IN4985		1 24 #		MONTELY CHARGES FOR TELECOMMUNICATIONS FY 2022 ACCT # 505-384-0058596M JULY 2021		USAGE CHARGES TAXES/FEES INVOICE#INVO0674111 ACCT#M00003632		FUEL CARD SHOP TANKS CREDIT 7-20-21 CREDIT 8-4-21 INVOICE #773-6081-4691-4476 ACCT#TCROAD		TRAVEL TO ALBUQ NM E911 TRAINING 7/28/2021 TRAVEL TO ALBUQ NM E911
Name		63.05	KXNM-FM 88.7	N 1250.00		N 225.00	NM TAXATION & REVENUE	N 215.09	NUBE GROUP	21.66	ORKIN INC.	MAINT 122.25	ATI	E 279.05	SAMBA HOLDINGS, INC.		01 O 117256 SENERGY PETROLEUM, LLC 9856.65 08/18/2021	RTMENT 9856.65	SNOW, CHRISTINE
CK# DATE		ANIMAL SERVICES	01 O 117249 1250.00 08/18/2021	COUNTY COMMISSION	01 O 117250 225.00. 08/18/2021	COUNTY COMMISSION	01 O 117251 215.09 08/18/2021	COUNTY COMMISSION	01 O 117252 21.66 08/18/2021	COUNTY MANAGER	01 0 117253 122.25 08/18/2021	JUDICIAL COMPLEX MAINT 122.2	01 0 117254 279.05 08/18/2021	ADULT INMATE CARE	01 O 117255 298.05 08/18/2021	RAID GRANT FY18	01 O 117256 9856.65 08/18/2021	Y ROAD DEPA	01 0 117257 82.65 08/18/2021

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CHECK LISTING CHECKS PRINTED 07/23/2021 TO 08/18/2021

CK# DATE	DATE Name	Description	Line Item	Invoice # DATE	PO #	Amount
01 0 117258 76.73 08/18/2021	INESS	PARCHMENT PAPER, 3/8 STAPLES, 1/2 STAPLES, SALMON PAPER, GREEN PAPER, THERMAL POUCHES 100 PK INVOICE#3481829987	401-10-2219	1181821 08/18/2021	3642 3642 3642 36642 36642	76.73
COUNTY MANAGER	76.73					
01 0 117259 458.83 08/18/2021		2020 MH NOTICES, 2021 TAX BILLS. & 2021 DELINQUENT NOTICES & E-NOTICES INVOICE#76054/P76054	401-30-2271	1881821 08/18/2021	8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	381.00
COUNTY TREASURER	381.00 COUNTY MANA	GER 77.83				
01 O 117260 TI 467.34 08/18/2021 STATE FIRE ALLOTMENT	TILLERY CHEVROLET GMC INC MENT 467.34	FD11 VIN: IGCIKREGOKF133429 MILEAGE APPROX: 53,262 LUBE OIL AND FILTER CHANGE LABOR REMOVE AND REPLACE BULBS EXTERIOR BULBS, R&R - STOP, TALIC LAMP SHOP SUPPLIES PARTS AND LABOR TAX INVOICE#6066489/1	413-91-2201 413-91-2201 413-91-2201 413-91-2201 413-91-2201	481821	36671 36671 36671 36671 36671 36671 36671 36671	56.34 114.00 282.84 7.58 6.58
01 0 117261 893.06 08/18/2021	# OIO	ADDL LICENSES ANNUAL MAINT GROSS RECEIPT TAX ACCT#1425	401-65-2213	1481821 08/18/2021 / /		825.00 68.06
OPERATIONS & MAINTENAN	NTENAN 893.06				i 1 1 2 2 1	2 []] [] []
01 O 117262 351.00 08/18/2021	WESTERN TRAILS VETERINARY INC.	LIARGE STERILIZATIONS SWALL STERILIZATIONS RABIES VACCINATIONS INVOICE#168734 ACCT#238	401-82-2272 401-82-2272 401-82-2272	881821 08/18/2021 / / / /		150.00 195.00 6.00
ANIMAL SERVICES	351.00					
213	1750728.84 / / TOTAL	 				

CHECK LISTING CHECKS PRINTED 07/23/2021 TO 08/18/2021

Date: 8/18/21 10:52:46 DISTRIBUTION CHECKS PRINTED 07/23/2021 TO 08/18/2021 CREDITS CREDITS

** GRAND TOTAL **		1,750,728.84	00.	
**TOTAL	GENERAL FUND	272,097.94	00.	
**DEF1	COUNTY COMMISSION	22,511.96	00.	
401-05-040		0 1 1 7 L L		
401-05-2204	RENT OF LAND SITURGS	00 CC0		
401-05-2207	SNOTH AD THE TATE OF THE TATE	00000000000000000000000000000000000000	0 0	
401-05-1201	CONTRACT - WANT - TOWNSTATE	00.024		
401-05-2266	TRAINING		00.	
401-05-2270	REFUNDS	250.00	00	
	======================================		- C C C C C C C C C C C C C C C C C C C	
401-07-2207	TELECOMMINI CATIONS	76.52	00.	
401-07-2219	SUPPLIES - GENERAL OFFICE	86.19	000	
401-07-2284	- EQUIPMEN	384.13	00.	
:=====================================	======================================	1,422,61	# # # # # # # # # # # # # # # # # # #	
401-08-2202		276.59	00	
401-08-2203	CONTRACTS - EQUIPMENT MAINT	21.17	00.	
401-08-2207	TELECOMMUNICATIONS	183.95	00.	
401-08-2219	1	42.20	00.	
401-08-2284	CONTRACT - EQUIPMENT LEASE	328.70	00.	
401-08-2300	BOARD MEMBER TRAVEL	570.00	00 -	
	COUNTY MANAGER	5.710.87	00.	
401-10-2201	MAINTENANCE & REPAIRS - VEHICLES	1,516.92	00.	
401-10-2202	,	89.76	00.	
401-10-2203	CONTRACTS - EQUIPMENT MAINT	172.63	00.	
401-10-2206	POSTAGE	2,092.83	00.	
401-10-2207	Ë	624.28	00.	
401-10-2219	•	76.73	00.	
401-10-2284	CONTRACT - EQUIPMENT LEASE	1,137.72	00.	
**DEPT	RAID GRANT FY18	4,036.53	00.	
401-14-2207	TELECOMMUNICATIONS	45.85	00.	
401-14-2219	1	163.43	00.	
401-14-2271	ı	1,127.25	00.	
401-14-2272	CONTRACT - PROFESSIONAL SERVICES	2,700.00	00.	
**DEPT	ADMINISTRATIVE OFFICES MAINTENAN	4,647.75	00.	
401-15-2203	CONTRACTS - EQUIPMENT MAINT	345.03	00.	
401-15-2209	1	105.85	00.	
401-15-2210		414.09	00.	
401-15-2215	SCE	2,339.70	00.	
401-15-2229	SUPPLIES - PAPER	1,443.08	00.	
**DEPT	JUDICIAL COMPLEX MAINTENANCE	4,577.60	00.	
401-16-2203	CONTRACTS - EQUIPMENT MAINT	479.66	00.	
401-16-2207 .	NIC	116.43	00.	
401-16-2209	i.	. 67.56	00.	
401-16-2210		247.55	00.	
	MAINIENANCE & REFAIRS-BUILD/SIKO	3,666.40	00	
	COUNTY CLERK	1,721.76	00.	
401-20-2202	33	68.00	00.	
401-20-2205	TRAVEL - EMPLOYEES	534.00	00.	

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DISTRIBUTION CHECKS PRINTED 07/23/2021 TO 08/18/2021 DEBITS

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SUBSCRIPTIONS/DUES/FEES	ELECTIONS SUPPLIES - GENERAL OFFICE	MOUNTAINAIR HEALTH CLINIC MAINT MAINTENANCE & REPAIRS-BUILD/SIRU	HEALTH DEPT BLDG MAINTENANCE UTILITIES - NATURAL GAS/PROPANE UTILITIES - WATER MAINTENANCE & REPAIRS-BUILD/STRU	MOUNTAINAIR SENIOR CENTER MAINT TELECOMMUNICATIONS UTLITIES - NATURAL GAS/PROPANE UTLITIES - WATER MAINTENANCE & REPAIRS-BUILD/STRU	COUNTY TREASURER SUPPLIES - VEHICLE FUEL TELECOMMUNICATIONS FURN/FIX/EQUIP SUPPLIES - GENERAL OFFICE CONTRACT - OTHER SERVICES CONTRACT - EQUIPMENT LEASE	ESTANCIA SENIOR CENTER MAINT TELECOMMUNICATIONS UTILITIES - NATURAL GAS/PROPANE UTILITIES - WATER MAINTENANCE & REPAIRS-BUILD/STRU MONIARTY SENIOR CENTER MAINT THE PROPAGATION CONTERNATION CONTERNATIO	TELECOWMUNICATIONS UTILITIES - NATURAL GAS/PROPANE MAINTENANCE & REPAIRS-BUILD/STRU COUNTY ASSESSOR MAINTENANCE & REPAIRS - VEHICLES SUPPLIES - VEHICLE FUEL TELECOMMUNICATIONS CONTRACT - EQUIPMENT LEASE GRANT ADMINISTRATION TELECOMMUNICATIONS TELECOMMUNICATIONS	SUPPLIES - GENERAL OFFICE COUNTY SHERIFF SUPPLIES - VEHICLE FUEL TRAVEL - EMPLOYEES TELECOMMUNICATIONS SUPPLIES - GENERAL OFFICE SUPPLIES - EDUCATIONAL CONTRACT - EQUIPMENT LEASE COUNTY FAIR UTILITIES - NATURAL GAS/PROPANE
401-20-2269	**DEPT 401-21-2219	**DEPT 401-23-2215	**DEPT 401-24-2209 401-24-2210 401-24-2215	**DEPT 401-27-2207 401-27-2209 401-27-2210 401-27-2215	**DBPT 401-30-2202 401-30-2207 401-30-2218 401-30-2219 401-30-2271 401-30-2271	**DEPT 401-36-2207 401-36-2209 401-36-2210 401-36-2215 **DEPT **DEPT	401-37-2207 401-37-2209 401-37-2215 **DBPT 401-40-2201 401-40-2207 401-40-2269 401-40-2284 **DBPT **DBPT 401-49-2207	401-49-2219 **DEPT 401-50-2202 401-50-2205 401-50-2204 401-50-224 401-50-224 **DEPT **DEPT 401-53-2209

401-53-2210 401-53-2215

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202.81	792.26	78.04	337.21	on ;	50.00		1,210.10	76.60	36.32	166.93	9/4.25	194,567.77	74.89	442.90	893.06	82.57	190,589.42	255.48	ଞ୍ଚଳ । ଜଣ :	4,529.52	1,759.40	338.05	463.02	26.28	159.49	135.25	246.37	119.44	284.99	351.00		81.66	81.66	34,852.40	29,964.94	5,794.72	16,412.94	266.93	186.20	164.99	1,448.30	2,398.79	120.79	1,782.94		4,887.46 57.46
SUPPLIES - PAPER	FINANCE DEPARTMENT	CONTRACTS - EQUIPMENT MAINT		SUPPLIES - GENERAL OFFICE	E.	CONTRACT - EQUIPMENT LEADE	ATTORNEY	TELECOMMUNICATIONS	1		MAINTENANCE & REPAIRS-BUILD/STRU	OPERATIONS & MAINTENANCE	MAINTENANCE & REPAIRS - VEHICLES	SUPPLIES - VEHICLE FUEL	TELECOMMONICATIONS	ı		SUPPLIES - UNIFORMS	SUPPLIES - SAFETY	ANIMAL SERVICES	SUPPLIES - PHARMACY	Ğ	SUPPLIES - VEHICLE FUEL	TELECOMMONICATIONS	UTLLITES - MAIGNAL GAS/FROFAND	Ħ		NCE	1	CONTRACT - OTHER SERVICES CONTRACT - PROFESSIONAL SERVICES	11	PROBATE JUDGE	TELECOMMUNICATIONS	ROAD FUND		MAINTENANCE & REPAIRS - VEHICLES	1	CONTRACTS - EQUIPMENT MAINT	TELECOMMUNICATIONS	OILLIIES - WALER Shodifes - General Office	- UNIFORMS	ĬĊ.	t	CONTRACT - EQUIPMENT LEASE GRADER/EQUIPMENT LEASE		COUNTY ROAD SHOP UTILITIES - NATURAL GAS/PROPANE
401-53-2229		401-55-2203	401-55-2207	401-55-2219	401-55-2269	401-55-2284	**************************************	401-56-2207	4,01-56-22.09	401-56-2210	401-56-2215	qqueccasocamocadocamentamente estados de 2000. **DRPT	401-65-2201	401-65-2202	401-65-2207	401-65-2213	401-65-2228	401-65-2236	401-65-2248		401-82-2115	401-82-2201	401-82-2202	401-82-2207	401-82-2209	401-82-2210 401-82-2215	401-82-2231	401-82-2239	401-82-2248	401-82-2271	401-82-72/2	T4204*	401-90-2207	$_{ au}$		402-60-2201	402-60-2202	402-60-2203	402-60-2207	402-60-2210	402-00-2213	402-50-2236	402-60-2248	402-60-2284		**DEPT 402-61-2209

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======================================	4.550.50	1,034.58	524.14	64.46	463.46	287.95	340.00	2,789.28	2,789,28	358.97	920.42	229.01	28.02	384.24	340.00			810.80	61.96	194.73	134.05	340.00	2,473.92	======================================	20.21.2	273.99	212.65	58.46	616.36	244.74	340.00	835.25	835.25	41.53	188.97	180.90	83.85	340.00	620.28	620.28	620.28	2,116.26	2,116.26 340.00
:	FLRE	EHICLE FUEL	CINICATIONS	UTILITIES - NATURAL GAS/PROPANE	- WATER	1	SUPPLIES - UNIFORMS	DISTRICT 2 VFD	:=====================================	MAINTENANCE & REPAIRS - VEHICLES	WEHICLE FUEL	TELECOMMUNICATIONS	ı	ι Ω	SUPPLIES - MEDICAL SUPPLIES - UNIFORMS	11 -	DISTRICT L VED	STATE FIRE ALLOTMENT	SUPPLIES - VEHICLE FUEL	NIC	- ELECTRIC	UTILITES - NATURAL GAS/PROPANE SUPPLIES - UNIFORMS	DISTRICT 3 VFD	::::::::::::::::::::::::::::::::::::::	SIAIE FIRE ALLOIMBNI MATNAPNANCE & DEBATOS - VEHICLES	EHICLE FUEL	K	UTILITIES - NATURAL GAS/PROPANE	- WATER	SUPPLIES - MEDICAL	SUPPLIES - UNIFORMS	DISTRICT 4 VFD	:=====================================	SUPPLIES - VEHICLE FUEL	TELECOMMUNICATIONS	1	ι. Ω	SUPPLIES - UNIFORMS	L.E. PROTECTION FUND	COUNTY SHERIFF	EMPLOYEE TRAINING	COUNTY FIRE PROTECTION FUND	1/4% FIRE EXCISE TAX SUPPLIES - UNIFORMS
	DEF1	405-31-4201 405-91-2201	400-7H-14604 405-91-0007	405-91-2209	405-91-2210	405-91-2230	405-91-2236	************************************		406-91-2201	406-91-2202	406-91-2207	406-91-2209	406-91-2210	406-91-2230 . 406-91-2236		THAT OLIVAN		407-91-2202	407-91-2207	407-91-2208	407-91-2209 407-91-2236	**TOTAL		** DRF1 400-01-0001	408-31-4201 408-91-2202	408-91-2207	408-91-2209	408-91-2210	408-91-2230	408-91-2236	*TOTAL	KK4KBEEFFEEFFEEFFEEFFEEFFEEFFEEFFEEFFEEFFEE	409-91-2202	409-91-2207	409-91-2209	409-91-2210	409-91-2236	* * TOTAL		410-50-2266	**TOTAL	**DBPT 411-92-236

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1,776.26		2,350.00
CONTRACT - OTHER SERVICES		COUNTY FAIR
411-92-2271		

CHECKS PRINTED 07/23/2021 TO 08/18/2021 DEBITS

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2,350.00 2,350.00	4,483.59		4,483.59	905.39	1,550,1	1, 100.00 10.00	TV: 00:	288.19	435.63		435.63	39,45	340.00	84,419.56	76,149.58	69,119.89	6,471.59	558.10	4,953.83	4,950.00	3.83	580.41	42.69	77.59		2,735.74	7,759.14 466.60	6,000.00	6.000.00	6,000.00	3,003.14	======================================	3,003.14	1,395.59	1,395.59	729.85	231.49	.184.25
COUNTY FAIR SUPPLIES - BUCKLES	FIRE DEPARTMENT ADMIN		LLOTMENT	-	SUPPLIES - VEHICLE FOEL	MATANDANICALLONS MATANDANIAN A BANDALDA DEL DITTION OPPOSITA		CONTRACT - OTHER SERVICES	HALLES AND TO THE TOTAL OF THE PERSON OF THE	اا ہ	STATE FIRE ALLOTMENT	1	CILLILIES - WAIEN SUPPLIES - UNIFORMS	JAIL FUND		CARE OF INMATES	INMATE MEDICAL	TELECOMMUNICATIONS	JUVENILE INMATE CARE	CARE OF INMATES	INMATE MEDICAL	COMMUNITY MONITORING	SUPPLIES - VEHICLE FUEL	TELECOMMUNICATIONS FURN/FIX/EQUIP		CATION OF 1	SOFFILES - VEHICLE FUEL TELECOMUNICATIONS	WIPP FUNDING	HERET CHARLES OF THE	WIPP FUNDING	SAFETY PROGRAM	RISK MANAGEMENT	SUPPLIES - SAFETY	CIVIL DEFENSE FUND	HEREFERENCESESSESSESSESSESSESSESSESSESSESSESSESSE	MAINTENANCE & REPAIRS - VEHICLES	SUPPLIES - VEHICLE FUEL	TELECOMMUNICATIONS SUPPLIES - SAFETY
DEPT 412-53-2246	**TOTAL		**DEPT	413-91-2201	413-91-2202	413-12-20/	413-91-4213	413-91-2271	************************************	**IOTAT	**DEPT	418-91-2209	418-91-2236	**TOTAL		420-70-2172	420-70-2173	420-70-2207		420-72-2172	420-72-2173	**DEPT	420-73-2202	420-73-2207 420-73-2218		**DEPT	420-74-2207	**TOTAL		427-28-2655	* * TOTAL	======================================	600-06-2248	**TOTAL		604-83-2201	604-83-2202	604-83-2207 604-83-2248

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45.85 3,640.18	400.00	31.98 31.98	872.68	872.68 427.09 309.50 136.09	7,502.00	7,502.00 7,502.00	91,080.76	91,080.76	53,681.88	28,638.33 6,647.47	1,530.08	1,530.08	833.33	833.33	3,213.51	243.51	2,970.00	146,845.54	146,845.54 146,845.54	441.51	258.11 258.11	183.40 183.40
TELECOMMUNICATIONS CONTRACT - PROFESSIONAL SERVICES	DWI DISTRIBUTION GRANT FY20 CONTRACT - PROFESSIONAL SERVICES	WIND PILT SUPPLIES - VEHICLE FUEL	CLERK'S EQUIPMENT FUND	COUNTY CLERK CONTRACTS - EQUIPMENT MAINT CONTRACT - EQUIPMENT LEASE VOTING MACHINE STORAGE	RPHCA GRANT	RPHCA GRANT FY21 CONTRACT - PROFESSIONAL SERVICES	COUNTY INFRASTRUCTURE GRT		MAINTENANCE & KEFAIKS-BUILD/SIKU CO - LAND & LAND IMPROVEMENTS	CO-ROAD CONSTRUCTION/RECONSTRUCT CO - EQUIPMENT & MACHINERY	ESPERANZA CLINIC	ESPERANZA MEDICAL CLINIC MAINTENANCE & REPAIRS-BUILD/STRU	SENIOR CITIZEN'S FUND	SENIOR CITIZEN'S PROGRAM CONTRACT - OTHER SERVICES	JUVENILE JUSTICE GRANT	WIND FILT CONTRACT - PROFESSIONAL SERVICES	CYFD JUVENILE JUSTICE GRANT FY21 CONTRACT - PROFESSIONAL SERVICES	DEBT SERVICE FUND	NMFA LOANS TORRANCE 3 BARLY PAYOFF	DOMESTIC. VIOLENCE GRANT	WIND PILT CONTRACT - BQUIPMENT LEASE	DV CONTRACT F20 TELECOMMUNICATIONS
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*DEPT 829-78-2248	DOH CITIES READINESS INITIATIVE SUPPLIES - SAFETY	2,815.81 2,815.81	00.
* * TOTAL	EMERGENCY-911 FUND		00.
	911-DISPATCH CENTER	3,521.49	00.
911-80-2205	TRAVEL - EMPLOYEES	82.65	00.
911-80-2207	TELECOMMUNICATIONS	1,078.18	00.
911-80-2209	UTILITIES - NATURAL GAS/PROPANE	33.74	0.00
911-80-2215	MAINTENANCE & REPAIRS-BUILD/STRU	1,578.26	00
911-80-2269	SUBSCRIPTIONS/DUES/FEES	150.00	00.
911-80-2272	CONTRACT - PROFESSIONAL SERVICES	346.37	00.
		252.29	00.
**DBPT	DFA TRAINING GRANT	769.45	00.
911-85-2266	EMPLOYEE TRAINING	769.45	00.
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Agenda Item No. 10



Agenda Item No. 11-A



Agenda Item No. 12-A



Small Rural Tribal BODY WORN CAMERA PROGRAM

(/sp/srtbwc_microgrant_program)

Application -

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Close

The Bureau of Justice Assistance (BJA) of the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) and Justice & Security Strategies (JSS) are seeking applications for a new federal micro-grant program that funds the implementation or expansion of body-worn camera (BWC) programs for small, rural, and tribal law enforcement agencies (SRT).

Funding under this program supports agencies seeking to establish or expand comprehensive BWC programs and have specified plans to implement this technology in a manner that maximizes the benefits of BWCs. As part of their submission, applicants will provide information on their plans to deploy this technology, as well as specific ways it will be used to enhance the applicant agency's mission.

BWC programs are an important tool that could be an integrated part of a jurisdiction's holistic problem-solving and community-engagement strategy, helping to increase both trust and communication between the police and the communities they serve. BWCs can be highly effective, providing an objective audio and visual record of interactions that can capture empirical evidence in the event of a crime, police-citizen interaction, or use-of-force incident.

This micro-grant program is competitive and requires a 1:1 match. Funds must be used to purchase body-worn cameras and may include expenses reasonably related to BWC program implementation. Federal funds shall not be used to pay for data storage costs associated with body-worn camera footage. Funding can be used to support pilot BWC programs, establish new BWC implementation, or expand existing programs. Funding is capped at \$2,000 per camera.

Applications must be submitted by 11:59 pm ET on August 31, 2021.

We anticipate that this will be a highly competitive solicitation, and applicants are strongly encouraged to apply and submit before the deadline.

The online application for the micro-grant program is user-friendly. It consists of approximately 30 questions requiring yes/no answers, multiple choice answers with drop-down menus, brief narratives, and a budget section.

Once your application has been reviewed by BJA and JSS, you will receive application status notifications through your submission portal. BJA and JSS may ask for additional information at any time during the application process.

For additional and detailed instructions regarding the current micro-grant solicitation, application review process, as well as financial and grant administration information, please click here. (https://www.srtbwc.com/wp-content/uploads/2021/07/SRT-BWC-Application-Instructions.pdf)

Agency Information

Torrance County Sheriff's Office , US-NM ❖	
If your agency is not listed in the dropdown, please type "C	Other" and select it from the dropdown list.
Agency Address	
PO BOX 498	
Agency City	• .
ESTANCIA	
Agency State	
US-NM	
Agency Zip 87016	
Is the agency address correct? *	
Yes○ No	
What is your agency ORI? *	
NN0300000	kalida dilan nasan nasandaka dinasan dinasan saka na na samusan a mandada sa mada kalida mengan sasanda sasand
f you do not have an ORI, please write N/A.	er formalistik vistorian am. 6. teodetik sige takon girik eri entitak sige entitokaraksak shakara eri angensiks sa ana esek angensik konsar
Which of the following best describes your age	ency? *
County Sheriff's Department	er folkend kritten held til stockher störet, som i mikerem i kritting a køpengholpholpholpholpholpholpholpholpholpholp

Which of the following descriptions is applicable to your agency? *
Please check all that apply.
☐ Small Agency (1 – 10 current sworn officers)
☑ Small Agency (11 – 50 current sworn officers)
Rural Agency
☐ Tribal Law Enforcement (Federally recognized)
☐ None of the above
Click here to find out if our agency qualifies as a rural agency. (https://data.hrsa.gov/tools/rural-health)
For agencies seeking to qualify based upon a rural designation, please click on the link above. This link will bring you to the Health Resources and Services Administration (HRSA) federal agency website for you to verify your county and/or address information as rural. After you have verified your eligibility, please return to this submission portal to complete your application. For more information on rural eligibility, please refer to the detailed instruction package here. (https://www.srtbwc.com/wp-content/uploads/2021/07/SRT-BWC-Application-Instructions.pdf)
How many full-time sworn police officers/deputies does your agency currently employ? *
20
Does your agency currently use body-worn cameras? *
Yes
O No
How many body-worn cameras does your agency have? *
20
V 313 - With an annual contract of the contraction
What was the source of funding for those cameras? *
Please check all that apply.
☐ Federal funding
State funding
Local funding
☐ Private funding
☐ Other
Please provide a brief description of the source of funding.*

Local and State funds were used to purchase the body-worn cameras currently used by the Torrance County Sheriff's Office (TCSO). The Torrance County Board of County Commissioners allocates local funds to the TCSO. State funds were from the Law Enforcement Protection Fund (LEPF) distribution. LEPF funds are distributed annually by the State of New Mexico to all NM law enforcement agencies per state statute based on department size. The funds can be used for equipment, planning, and training.

Word Count: 78 / 100

Under this grant program, how many cameras do you anti	cipate needing? *
6	
Who oversees all of your agency operations (i.e., Chief, Sl Director, etc.)? *	neriff, Commissioner,
Different from Profile	
Operations Contact First Name *	
Marty	
Operations Contact Last Name *	
Rivera	
Operations Contact Title *	
Sheriff	
Who is the Point of Contact for this application? *	
Same as Profile	enter com a com amounte e com amounte control de com a como control de come de come de come de come de come de
Did an outside entity, such as a consultant or vendor, assi	ist with the completion of
) Yes	
No	
Can your agency commit to providing matching funds for	this project? *
Yes	
O No	

Body-Worn Camera Information

The following statements are common reasons that agencies would like to purchase body
worn cameras. Please identify the top three statements that best fit your agency's interest
in BWCs.

in BWCs.
1. Highest priority *
Purchasing BWCs will address state or local legal requirements or mandates for body-worn came
2. Next highest priority *
BWCs will encourage officer compliance with my agency's policies and procedures
3. Third highest priority *
BWCs will assist in reducing lawsuits against my agency
Does your state require body-worn cameras for officers? *
Yes
O No
O Don't Know
Please briefly describe how this requirement affects your agency. *
Since September 2020, the State of New Mexico requires law enforcement officers to use bodyworn cameras to help provide video evidence, prevent unlawful use of force, and hold officers accountable. The law also requires law enforcement agencies to create policies and procedures regarding body-worn camera programs. The Torrance County Sheriff's Office (TCSO) can be held liable if these cameras are broken and not working correctly. The TCSO has 20 operational bodyworn cameras. A full staff consists of 21 officers. The TCSO owns six additional cameras, but
Word Count: 89 / 10
Do you know who will serve as the Project Director for your BWC program? *
Yes
Who in your agency will be serving as the Project Director (i.e. provide management oversight of the project) for your BWC program? *
Different from Profile
Project Director First Name *
Stephanie
Project Director Last Name *
Dunlap

Project Director Rank or Agency Role *	
Administrator	er Mon I Voderetterug berooms op gege
Approximately how long has the Project Director served in your agency? *	
10 or more years	THEOLOGICAL CONTRACTORS AND
Has the Project Director managed similar technology projects in the past? *	٠.
Please check all that apply.	
□ In-Car Video	
Computer or IT Systems	
☐ Communications Systems (Ex: Radios)	
Other	
☐ The Project Director has not managed any similar technology projects in the past	
Does the Project Director have experience with any of the following tasks? *	
Please check all that apply.	
Staff Supervision	
Budget Management	
2 Project Timelines	
Training	
Vendor Relations or Procurement	
Community Relations	
□ Other	
☐ The Project Director does not have any experience with the above listed tasks.	
How does your agency plan to purchase your body-worn cameras? *	
Seek pricing from 3 or more vendors	
How much time will be spent for training on BWCs per officer/deputy before deployment occurs? *	•
1-5 hours per officer/deputy	north to accommission
What topics does your agency plan to cover during your BWC training? *	
Please select all that apply.	
Policy	
State Statutes	
🖾 Equipment and Technology Operations	
□ Other	

what types of training will your agency use?
Please select all that apply.
☐ Roll-call training
☐ Academy Training
Refresher or Annual Trainings
□ Other
What method of training will be used by your agency? *
Please select all that apply.
□ Lectures □ Lectures
☐ Web-based
☐ Field on the job training
☐ Scenario-based
☐ Other
Can your agency commit to the development of a training plan for BWC users that at the minimum includes BWC operations, BWC policy, and any state or local laws and regulations affecting BWC deployment and use? *
Yes
○ No
Does your agency currently have a body-worn camera program or plan for a BWC program? *
Yes
○ No
Does your agency have a technology system or a plan for a technology system to manage the BWC footage? *
Yes
○ No
Does your agency have a formally approved BWC policy? *
Yes
○ No
Does your agency currently employ In-Car Video (ICV)? *
○ Yes
No

elopment of your body-worn camera program? * es your agency worked with members or organizations within the community in elopment of your body-worn camera program? * es
your agency worked with members or organizations within the community in elopment of your body-worn camera program? * es
elopment of your body-worn camera program? * es
lo
rant Management Experience
nin the last 5 years, has your agency received a federal grant for any purpose, er than the Patrick Leahy Bulletproof Vest Partnership? *
es
lo .
on't Know
proximately, how much in federal funds has your agency received in the past 5 rs? *
50,000+
this grant originate from an agency within the U.S. Department of Justice? (i.e. on the Office of Community Oriented Policing Services (COPS), National Institutustice (NIJ), Office for Victims of Crime (OVC), the Bureau of Justice Assistan A), Office on Violence Against Women (OVW) and/or Office of Juvenile Justice Delinquency Prevention (OJJDP)). *
'es
lo
ase provide a brief description of the DOJ funding. *
uring the past five years the TCSO has received DOJ funding through the Joint Law Enforcemer berations Task Force (US DOJ through the US Marshals Service), HIDTA State and Local Task rce Agreement (US DOJ, Drug Enforcement Administration), and the Edward Byrne Memorial
stice Assistance Grant (JAG) (Bureau of Justice Assistance (BJA) through the New Mexico

https://webportalapp.com/sp/task_item_primary_input/srtbwc_microgrant_program?path=29210801

Yes

O No
○ Don't Know
How much in TOTAL state or local funds has your agency received in the past 2 years? *
Less than \$10,000
Please provide a brief description of the funding. *
The TCSO has not received any local or state grants other than federal grants that were passed through a state agency. New Mexico also distributes funds to the TCSO through the Law Enforcement Protection Fund (LEPF), but these are not grant funds. LEPF funds are mandated by State statute to provide equitable distribution of money to local law enforcement agencies to enhance departments' efficiency and effectiveness. Distribution amounts are based on department size. Within the last two years, the TCSO received \$57,400 from the LEPF.
Word Count: 85 / 10
Does your agency have a pending application(s) with other potential funding sources for BWC? * Yes No
If you were to receive funding under this program, how would your agency plan to fund this body-worn camera program after the grant ends? *
Please check all that apply.
Agency budget
☐ Apply for additional federal or state grants
☐ Apply for private funds
☐ We do not have any plans
□ Other
Data Collection and Reporting
Will your agency commit to routinely reporting the number of officer-involved citize complaints? *
Yes
○ No
ls your agency willing to cooperate with a program evaluation or a research study of digital evidence management? *
Yes
○ No

Will your agency comr	mit to routinely report	ing the number	of officer-involved	uses
of force? *				

Yes

O No

Project Narrative

In this section, please describe how funding from this BWC program will assist each of the following entities:

- A.) Your agency;
- B.) Your community; and
- C.) Your criminal justice partners.

Project Narrative *

In development.

Word Count: 2 / 600

Budget

This will be automatically calculated from the budget form. No manual entry is required.

Total Request Amount

\$ -0.00

12,000

Total Match Amount

\$ -0.00

12,000

Save Draft

Mark Complete

Close



Agenda Item No. 12-B



Agenda Item No. 12-C



Torrance County Board of Commissioners

Meeting: 8/25/2021 Item: 12C

Department: Sheriff Prepared By: Stephanie Dunlap Reviewed by: Janice Y. Barela

Jeremy Oliver

Title: Torrance County Sheriff's Office Community and Court Services Reorganization

Sponsor:

Sheriff

Action:

Motion to Approve Reorganization of the TCSO Transport/Civil Division to Community and Court Services Division (CCS)

Summary:

During our assessment of Department functions and needs, we concluded that since Core Civic reopened, the Transport division was no longer necessary in the capacity it was created. While there is still a need for the personnel, the job duties and responsibilities needed to be changed to reflect our current needs. The reasoning for these changes were due to our evaluation. We found that the current positions could be better put to use to handle the civil functions of the Sheriff's Office, provide support to the patrol division as needed and to transport inmates when necessary. The current staffing can meet these needs and changes/additional duties with the proper training. Because there is no position that we could directly transfer the personnel into, the transport positions would have to be vacated and new positions for Community and Court Services Staff would have to be created. Because these would technically be new positions, the current staff would have to re-apply for the new positions. In considering this change, new policies were created defining the roles and responsibilities of the new positions.

Significant Issues:

Currently there is very little to no separation between the Patrol Division (certified deputies) and the Transport/Civil Division (un-certified). Liability due to current legislation has increased, leading the Sheriff's Office towards reducing the probability of unnecessary legal actions. Speaking with New Mexico Counties, we were advised that having uncertified personnel in the field, carrying weapons, and driving marked Police Units, increases the liability significantly for not just the Sheriff's Office but the County as well. If uncertified personnel in marked Police Units are waved down out of jurisdiction, and decide to act, there are significant liability issues that arise for the Sheriff's Office and Torrance County, as we put untrained personnel in marked Police Units without the proper certification to handle such instances.

Proposed Salaries:

CSA - \$17.00/hr - \$35,360.00 (Salary)

CSA - \$17.00/hr - \$35,360.00 (Salary)

Certified Patrol Deputy - \$22.44/hr - \$46,675.20 (Salary)

Certified Patrol Deputy - \$22.44/hr - \$46,675.20 (Salary)

Certified Patrol Deputy - \$22.44/hr - \$46,675.20 (Salary)

Total: \$210,745.60

Total Savings in Salaries: \$1,378.40

Current personnel in the Transport/Civil Division, wishing to reapply, and if hired would start out at \$17/hr as they will require little to no additional training. Any new hires will start out at \$15/hr, as they will require both training for the entirety of the position, to include transporting of prisoners, civil process and court security. After a successful 1-year probation, a new hire will increase to \$16/hr. Certified deputies in this budget will follow the same salary increase as the Patrol Deputies paid out of the Sheriff's main budget.

Manager's Recommendation:

Manager is respectfully reminding Commissioners of their comments in a prior Commission Meeting regarding restructuring of the Sheriff's Office. The Commission expressed a possible interest in laying off the five (5) Transport Division positions and, without increasing the budget, hiring four (4) additional Patrol Deputy positions, which are certified positions. This would increase the level of service the Sheriff's Office could provide the residents and traveling public in Torrance County, as well as provide a higher level of security when transporting inmates and while staying with inmates during their hearings in Magistrate and District Courts. It would also limit the County's overall liability. This restructuring would allow for 24-hour coverage.

Commissioners' Prior Discussion:

Certified Patrol Deputy - \$22.44/hr - \$46,675.20 (Salary)

Total: \$186,700.80

Total Savings in Salary: \$25,438.40



Agenda Item No. 12-D

Restricted Housing Quarterly Report Reporting Quarter: 2nd 2021 **Torrance Detention Center**

Date Released	4/12/2021	4/21/2021	5/19/2021	4/26/2021	6/1/2021	5/19/2021	5/19/2021	5/26/2021	6/7/2021	TBD	TBD	TBD	6/20/2021	6/22/2021	TBD	TBD	TBD
Date Placed	4/5/2021	4/6/2021	4/20/2021	4/25/2021	5/13/2021	5/13/2021	5/13/2021	5/13/2021	5/17/2021	6/2/2021	6/1/2021	6/7/2021	6/14/2021	6/14/2021	6/14/2021	06/26/2021	06/01/2021
Reason for Placement	5	3	3	5	3	3	8	33	5	3	5	5	5	5	3	5	5
Ethnicity	2	5	6	2	5	5	2	5	5	5	5	6	6	5	6	9	5
Gender	2	2		2	1	2	2	2	-	1			-		-		1
Age	23	29	33	33	23	29	38	33	57	23	25	75	43	23	33	33	25
Agency	5811417	5693293	5653601	5811417	5723607	5693293	5653615	5654429	1819957	5723607	2207313	5751024	644408	6296975	2122666	08017464	01049777

Deason for Placement:	Ethnicity:		Gender:
1= Inmate is a threat to others or a danger to themselves	1=Asian	6=Native American 1=male	1=male
2= Inmate is a threat to the safety and security of the facility	2=Black/African American	7=Pacific Islander	2=female
	3=Hispanic Black	8=Unknown	3=transgender male
4= Medical and mental health hold	4=Hispanic Native Indn	9=White	4=transgender female
5≡ Other	5=Hispanic White		

Administrator's Name: Molac Jedous M. Date:

Signature:

Torrance Detention Center Restricted Housing Quarterly Report Reporting Quarter: 2nd 2021

								Ţ]
Date Released	TBD	TBD	TBD	07/25/2021								
Date Placed	06/29/2021	06/07/2021	06/29/2021	06/26/2021								
Reason for Placement	5	5	5	3								
Ethnicity	5	6	2	6								
Gender	1	1	1	1		ų.			-			
Age	39	74	54	34					· · · · · ·			
Agency number	05085867	04258782	01202574	12304751				,				

Reason for Placement:	Ethnicity:		Gender:
1= Inmate is a threat to others or a danger to themselves	I=Asian	6=Native American	1=male
2= Inmate is a threat to the safety and security of the facility	2=Black/African American	7=Pacific Islander	2=female
3= Disciplinary sanctions	3=Hispanic Black	8=Unknown	3=transgender male
4= Medical and mental health hold	4=Hispanic Native Indn	9=White	4=transgender female
5= Other	5=Hispanic White		•

Administrator's Name: M. clock Edgue 4
Date: 76-208 1

Signature:



Agenda Item No. 12-E



Agenda Item No. 12-F



Agenda Item No. 12-G



Torrance County Board of Commissioners Meeting 8/25/2021Depart

Item 12G

Department: Finance Prepared By: Jeremy Oliver Reviewed by: Janice Y. Barela

Title: Motion to Approve Reclassification of Mechanic position to operator/Mechanic and Increase Pay

Sponsor:

Road/Finance

Action:

Motion to Approve Reclassification of Mechanic position to Operator/Mechanic and Increase Pay.

Summary:

When creating the salary schedule the mechanic position was currently filled. At the current time, it is vacant. When evaluating the potential salary and job duties we feel that it makes sense to make the position comparable to the operator position with additional duties, much in the same way as the operator /trainer position. The job description is currently written to show operator duties as well.

Background:

Without having a complete understanding of the day-to-day operations of the Road Department, Finance helped in creating the salary schedule for the Road Department. While in the process of creating this schedule, working it into the budget for budget hearings, and going over it with all the employees of the Road Department, the old mechanic resigned from his position. During the review it was not brought to the attention that this position may have been underfunded with respect to comparable work/job description within the Torrance County Road Department. Now that the position is being advertised, there have been no applications. There was some interest from operations within the Road Department; however, with the current structure, it would end up being a pay cut, but an increase in responsibilities.

Significant Issues:

In the current budget there would not have to be any adjustments to the budget. Vacancy savings would be enough to cover the positions increase for the remainder of FY 22. In FY 23 an additional \$4,969 would need to be added to the Road Department's budget.

Financial:

An additional \$4,969 would be needed in future years to budget the position for its max earning capacity.

Manager's Recommendation:

Approve

			Old		
Hourly	Yearly	FICA	PERA	RHC,	Total
\$18.00	\$37,440.00	\$2,864.16	\$3,669.12	\$748.80	\$44,722.08
			New		
Hourly	Yearly	FICA	PERA	RHC	Total
\$20.00	\$41,600.00	\$3,182.40	\$4,076.80	\$832.00	\$49,691.20
	\$4,969.12				



Agenda Item No. 12-H



Torrance County Board of Commissioners Meeting 8/25/2021Department

Item 12H

Department: Finance & Purchasing

Prepared By: Noah J. Sedillo Reviewed By: Janice Y. Barela

Title: Motion to approve Professional Services Contract with John Shomaker & Associates, Inc. for Geohydrologic Consulting Services for the Estancia Basin Water Planning Committee – RFP TC-FY21-01.

Action:

Motion to Approve.

Summary:

As Fiscal Agent for the Estancia Basin Water Planning Committee (EBWPC), the County facilitated an RFP for Geohydrologic Consulting Services which monitors basin water levels via water wells that are not in use in order to capture undisturbed water levels in various parts of the basin.

The published RFP received two (2) responsive proposals from the following:

- 1. HydroResolutions, Inc
- 2. John Shomaker & Associates, Inc.

The evaluation committee comprised of EBWPC members and a Torrance County representative recommend the award to John Shomaker & Associates, Inc via the points scored to each respective firm (see attached score table). The contract is recommended for four (4) years as a professional services agreement pursuant to Section 13-1-150 NMSA 1978.

Significant Issues:

EBWPC was created by an MOU between Bernalillo County, Santa Fe County, and Torrance County. The data gathered is useful for basin water monitoring, especially since the basin water levels continue to drop.

Financial:

There are no significant financial issues. The funding for this committee is supplemented from financial assistance from the adjacent counties and municipalities within the basin. Torrance County contributes in-kind services only.

Manager Recommendation:

Approve

RFP TC-FY21-01 - Geohydrologic Consulting Services

	Hydroresolutions, LLC		John Shomaker & Associates, Inc.
			John Shoriakei & Associates, Inc.
Total Points Available	1,000	Total Points Available	1,000
Evaluator 1	965	Evaluator 1	957
Evaluator 2	765	Evaluator 2	747
Evaluator 3	1,000	Evaluator 3	967
Total Points Scored	2730	Total Points Scored	2671
NM Resident Business Additional 5% of total p awarded - pursuant to N	points shall be	NM Resident Business Prefere points shall be awarded - pur	
Total Score (including Business Prefe		Total Score (including NM Res	sident Business Preference 2821

PROFESSIONAL SERVICES CONTRACT

RFP TC-FY21-01 Geohydrological Professional Services

THIS AGREEMENT is made and entered into by and between the County of Torrance, hereinafter referred to as the "County" and **John Shomaker & Associates, Inc.**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Scope of Work includes, but may not be limited to (any additional scope shall be approved concurrently, in writing, by County and Contractor prior to work being completed):

- Coordination/handoff with incumbent consultant.
- Maintaining contact and ad hoc promotion of the program with Basin landowners to expand the network and/or identify potential replacement monitoring locations.
- Coordinate field efforts and access with private landowners.
- Conduct quarterly monitoring of the 18 existing well locations including both hand measurement and transducer download and maintenance (but not replacement), plus up to six additional locations to be determined, with frequency of monitoring rounds being subject to funding availability.
- Maintenance of data in a database format (to be determined) compatible with GIS data display) to allow ready use by outside organizations.
- Preparation of an annual report (hard copy and electronic submit).
- Data sharing with other organizations and consultants and parties, as directed by EBWPC.
- Assistance with grant funding applications.

2. Compensation.

A. The County shall pay to the Contractor in full payment for services satisfactorily performed per the "Schedule of Consulting Fees 2020" to be invoiced according to milestones, deliverables, and services rendered upon contract award. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed \$23,198.40. In no event will the Contractor be paid any amount in excess of the specified total amount payable without this Agreement being amended in writing.

- B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.
- C. Contractor must submit a detailed statement accounting for all services performed, specified on a minimum of a quarter hour basis, and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.
- D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This professional services agreement is for one (1) year from the date of award. This professional services contract will be exclusive to one year, with no automatic renewal. However, Torrance County reserves the right to renew this contract for up to three (3) additional one (1) year terms as provided by this Contract or law and with the concurrence of contractor. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 131-150 NMSA 1978. This procurement will result in a single source award.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults

under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION

IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County of Torrance. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Torrance as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The

Contractor agrees not to purport to bind the County of Torrance unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Torrance from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. <u>Confidentiality.</u>

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Torrance and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. <u>Conflict of Interest; Governmental Conduct Act.</u>

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting

changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Torrance County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the

Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

20. <u>Disclaimer and Hold Harmless.</u>

Torrance County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Torrance County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Torrance County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. <u>Indemnification.</u>

The Contractor shall defend, indemnify and hold harmless the County of Torrance from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Torrance and the New Mexico Association of Counties by certified mail.

22. <u>Invalid Term or Condition.</u>

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement

shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting. The Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. <u>Incorporation and Order of Precedence.</u>

Request for Proposals No. TC-FY21-01 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

- 1. Any contract amendment(s), in reverse chronological order; then
- 2. this contract itself; then
- 3. the Request for Proposals; then
- 4. the Contractors Best and Final Offer(s), in reverse chronological order; then

- 5. the contractor's proposal; then
- 6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

- A. The contractor shall defend, at its own expense, the County of Torrance against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Torrance based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Torrance for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Torrance shall:
- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:
 - i. provide a procuring agency of the County the right to continue using the product or service;
 - ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

36. Professional Liability Insurance.

Contractor agrees to maintain in full force throughout the duration of the Agreement a professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

37. Contractor's Payment of Property Taxes.

Contractor acknowledges that County has established a policy of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Contract.

38. <u>Termination For Failure to Comply with All County Tax Requirements.</u>

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure a tax delinquency within 10 days of notice shall be grounds upon which County may terminate this Contract.

39. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Janice Y. Barela, County Manager // PO Box 48// Estancia, NM 87016

To the Contractor: John Shomaker & Associates, Inc // 2611 Broadbent Pkwy NE // Albuquerque, NM 87116

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

By: _	Date:
	Vice President John Shomaker & Associates, INC
Printe	red Name: Steve T. Finch, Jr.
	Address: 2611 Broadbent Pkwy NE, Albuquerque, NM 87116
By: _	Torrance County Manager
Printe	ed Name: Janice Y. Barela
	Address: 205 S Ninth Street, Estancia, NM 87016
By:	Torrance County Purchasing Agent
Printe	ed Name: Noah J. Sedillo

Address: 205 S Ninth Street, Estancia, NM 87016

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 25th day of August, 2021.

Ryan Schwebach		_	
Chairman, District II			
		_	
Kevin McCall Commissioner, District I			
Commissioner, District i			
			•
LeRoy Candelaria		_	
Commissioner, District III			
			÷
•			
A managera d = a + a - C = = 1			
Approved as to form only:			
		·	
John M. Butrick Forrance County Attorney	•		
ortance County Attorney			
Attest:			
Yvonne Otero		•	
Forrance County Clerk			



SCHEDULE OF CONSULTING FEES 2020

HOURLY RATES

Hydrogeologic investigations, field services, meetings, preparation of reports; telephone consultation; and travel time.

Senior Principal Hydrogeologist	240.00/hr
Principal Hydrogeologist/Geochemist/Hydrologist	175.00/hr
Senior Hydrogeologist/Geochemist	130.00/hr
Project Hydrogeologist/Hydrologist	
Staff Hydrogeologist Level II	
Staff Hydrogeologist Level I/Geologist	
GIS/AutoCAD Analyst	
GIS/AutoCAD Technician	
Report or Graphics Specialist	75.00/hr
Project Assistant	
Administrator	

EXPENSES

Per Diem (lodging and meals) \$150.00*
Meals, full day, no overnight stay
Meals, half day, no overnight stay
Lodging (in lieu of per diem) at cost
Automobile, per mile
Automobile, rental at cost plus fuel
Field-Office Trailer, rental cost plus 10%
Field Meters, Computers, Well Sounders each per day
Water-Level Transducer and Logger, per day
Submersible Pump (Grundfos), per day
Bennett Pneumatic Sample Pump, per sample250.00
Photocopies, each
* 7.

 $[^]st$ subject to increase or decrease based on location of project and State per diem rates

All fees and expenses are subject to New Mexico Gross-Receipts tax. Lodging and meals will be invoiced at a daily per diem rate, or at cost, as negotiated. Travel by public transportation, and all third-party charges such as drilling, contract labor, rental equipment, and laboratory work will be invoiced at actual cost plus 10 percent. Terms are net 30 days. Interest at 1.5 percent per month may be charged on past-due balances.

Unless otherwise agreed beforehand, original manuscripts, field notes, and other such materials will remain the property of John Shomaker & Associates, Inc. Information specifically related to work done for a client will be considered confidential.

APPENDIX C

COST RESPONSE FORM

Torrance County RFP TC-FY21-01 GEOHYROLOGICAL PROFESSIONAL SERVICES

OFFEROR NAME:	John Shomaker & Associates	, Inc.	
	TOTAL PROPOSED ANNUAL COST \$	23,198.40	



Agenda Item No. 12-I



MEMORANDUM

Date:

June 29, 2021

To:

Michael R. Sandoval, Cabinet Secretary

Through:

Jeff Barela, Traffic Safety Division Director

From:

Kimberly Wildharber, Staff Manager, TSD

Subject:

Justification for Community DWI Program (CDWI) Project Agreement

fela (Jun 29, 2021 09:06 MDT)

between the New Mexico Department of Transportation Traffic Safety

Division and Torrance County

John Vargas, TSD program manager Phone # 505-231-6784 will oversee this project. The agreement provides State Community DWI (CDWI) Funds to Torrance County as shown below.

	·	
AGENCY	CDWI PN	FY 22 CDWI \$
Torrance County	02-CD-05-103	\$1,518.00

Funding for the CDWI project comes from a \$75.00 fee imposed on convicted drunk drivers, as allowed by NMSA 1978, Section 31-12-7(B), and NMAC 18.20.6. Funds available for CDWI programs are dependent upon the 'fees' imposed and collected from each County. TSD distributes CDWI funds in proportion to the fees collected by the courts and law enforcement.

Counties submit applications detailing their agency's plan to expend funding to TSD on an annual basis upon notification of funding available. The Counties use the funding to conduct enforcement activities to include DWI checkpoint and saturation patrols, DWI prevention activities such as programs in the schools, public information, and education programs aimed at drivers, and DWI offender programs. The Counties are encouraged to sub-contract with local governments within their County to conduct allowable activities. Counties may allocate their funding to the New Mexico State Police who will conduct activities in the Counties they receive allocated funding from.

The term of all these agreements is from date of execution to June 30, 2022.

Michelle Lujan Grisham Governor

Michael R. Sandoval Cabinet Secretary

Commissioners

Jenuifer Sandoval Commissioner, Vice-Chairman District 1

Bruce Ellis Commissioner District 2

Hilma E. Chynoweth Commissioner District 3

Walter G. Adams Commissioner, Chairman District 4

Thomas C. Taylor Commissioner District 5

Charles Lundstrom Commissioner, Secretary District 6

Office of General Counsel Contract Brief Form

Date: June 29, 2021From: John V	argas Location: <u>Traffic Safety Division</u>
Phone: 505-231-6784	Agency: <u>NMDOT</u>
Contractor: Torrance County	
Project No.: 02-CD-05-103	
NEW CONTRACT	
Copy of RFP, if applicable	
Copy of approved sole source just	stification
Copy of approved small purchase	•
Copy of Contract Brief signed by	Contract Administration
AMENDMENT TO EXISTING CONT Scope of Work	RACT
Additional Compensation Time extension	
CPREATED .	a copy of the original agreement, any previous (If applicable)
X EXEMPT FROM PROCUREMENT other state agency, bureau; local pul	F PROCESS (university: other educational institutions; plic bodies).
The Office of General Counsel's poli- indicate below if there are extenuating this agreement.	cy for turnaround time is ten (10) working days. Please ng circumstances, which require immediate review of
	ney Review Comments
469-6411 if you have any questions.	urned for revisions or corrections. Please call at (505)
Please make corrections on page I have signed the agreement wi	th the understanding that you will make the corrections
indicated on the agreement submitte	d for review or discussed with you. ges and return the marked copy to the receptionist for
further review and approval.	ges and return the marked copy to the receptionist for
Other Comments	

CONTRACT NUMBER:	
VENDOR NUMBER.	0000054405

GRANT AGREEMENT

This grant agreement ("Agreement") is between the New Mexico Department of Transportation ("Department") and Torrance County ("Grantee"), collectively referred to as "the Parties." The Department and the Grantee agree as follows:

- 1. Award. The Department hereby awards the Grantee funding for the following Project: Community Driving While Impaired (CDWI), Project No. 02-CD-05-103, \$1,518.00, (Project).
- 2. Scope of Work. The Grantee shall perform the professional services stated in Exhibit A.
- Payment. To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in the Department's CDWI Manual. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than thirty (30) days after termination of this Agreement.
- 4. Records and Audit. The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the Agreement and for three (3) years after termination. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the Project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) days of written notice.
- Officials Not to Benefit. The Parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.
- 6. Termination. The Department may terminate this Agreement for any reason, by giving

the Grantee thirty (30) days written notice. On receipt of a notice of termination, the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement, and by giving the Department thirty (30) days written notice. The Parties acknowledge that termination will not nullify obligations incurred prior to termination.

- 7. Appropriations. The Grantee acknowledges that:
 - a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
 - b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
 - the Department will not expend any funds until they are approved for expenditure, and the Department's determination as to whether approval has been granted will be final.
- 8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:
 - a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21.
 - b. All federal and state laws, rules, and regulations, and executive orders of the Governor of the state of New Mexico pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15. In accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age or disability, will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement. If the Grantee it is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation.
 - c. State laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related regulations.
- 9. Notices. For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or e-mail; and be addressed as follows:

to the Department at:
New Mexico Dept. of Transportation
Attn: Traffic Safety Division
P.O. Box 1149
Santa Fe, NM 87504

to the Grantee at: Torrance County Attn: Tracey Master P.O. Box 48 Estancia, NM 87016

- 10. **Severability.** The Parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
- 11. Tort Claims. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, et seq., as amended. This paragraph is intended only to define the liabilities between the Parties and it is not intended to modify in any way, the Parties' liabilities as governed by common law or the New Mexico Tort Claims Act.
- 12. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
- 13. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2, and that the Department is not responsible for any services except as expressly stated in this Agreement.
- 14. Term. This Agreement takes effect upon signature of all Parties, with the date of execution being that of the latest of executed signatures. The Agreement terminates at midnight on June 30, 2022, unless terminated earlier as provided in Section 6 or Section 7, or modified by amendment as set forth in Section 16. If the Grantee does not deliver the signed Agreement to the Department within sixty (60) days of the Department's signature, the Agreement will be voidable by the Department.
- 15. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this Agreement.
- 16. Amendment. No amendment of this Agreement will be effective unless it is in writing and signed by the Parties.
- 17. **No Third-party Beneficiary**. This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.
- 18. Merger. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement and supersedes all other agreements, whether written or oral, between the Parties, provided that this Agreement does not supersede the Grantee's rights under any other grant agreement.

Each party is signing this agreement on the date stated opposite that party's signature. This Agreement will be fully executed once signed by all parties, with the date of execution being that of the latest of executed signatures.

DEPARTMENT OF TRANSPORTATION

Ву:		Date:	
•	Cabinet Secretary or Designee	. Consider	
TORR	ANCE COUNTY		
Ву:		Date: _	
Title:			
Appro	oved as to form and legal sufficiency.		
By: '	Jh-Novell	Daha	Jul 1, 2021
	Assistant General Counsel Department of Transportation	Date:	
		•	
Appro	ved as to form and legal sufficiency.		
Ву:		Date:	
	Counsel for Torrance County	•	

Exhibit A

SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

COMMUNITY DRIVING WHILE IMPAIRED PROGRAMS (CDWI) PROJECT NO. 02-CD-05-103

- 1. Scope of Work. The Grantee shall conduct the following activities as required below:
 - a. Utilizing funding from the Department, to purchase "Smart Choice Ride Service" promotional items to be distributed at community events.
- 2. **Definitions.** For purposes of this exhibit, the following definitions apply:
 - a. "Program Manager" means the staff person at the Department assigned to monitor, coordinate and oversee program areas and project activities.
 - b. "Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the project agreement.
- 3. **Training and qualifications.** The Agency Coordinator must attend Department training as required by the Department. The Grantee shall notify the Department of any changes in the Agency Coordinator designation. The Grantee's officers must have law enforcement certifications in all areas necessary to conduct the services noted in paragraph 1 of this Scope of Work.
- 4. **Reimbursement.** The Department will pay the Grantee for the actual cost of activities listed in this Scope of Work. The Grantee should submit claims for reimbursement no later than ten (10) days after the end of each month. The Department will pay the Grantee for the following:
 - a. the actual costs of items listed in this Scope of Work; and
 - b. conference and training fees, per diem, and other related costs required under the grant and approved by the Department in advance.
- 5. **Reporting.** The Grantee must submit quarterly activity reports by October 31, 2021, January 31, 2022, April 30, 2022 and July 31, 2022. Quarterly activity reports should summarize the Grantee's goals and accomplishments for the fiscal year funded under this Agreement. Further, the report should detail how the Grantee's activities contributed to meeting the Department's highway safety targets, missions and goals.
- 6. **Funding.** Funding for this CDWI Project comes from a \$75.00 fee imposed on convicted drunk drivers, as allowed by NMSA 1978, Sections 31-12-7(B) and NMAC 18.20.6. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The Project's itemized budget is as follows:

Personal Services	\$ 0.00
Contractual Services	\$ 0.00
Commodities	\$ 1,518.00
Indirect	\$ 0.00
Other	\$ 0.00

7. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior approval of the Department.

New Mexico Traffic Safety Division Project Information Sheet

Contract Numb	er:			·			
Government U	Government Unit: Torrance County						
Contract term	1 :	(- 06/30/	2022)	·	The state of the s	
Vendor Numb	er:	00000000	0054405	Addres	s ID:		
	Grantee Contact Info						
Project Directo	Project Director and Title: Tracey Master						
Phone: 505-70	05-0	332 E-n	nail: TMaster(@tcnm.us			
Agency N	Agency Name: Torrance County						
Add	ress	: P.O. Box	x 48				
City, State ZIP: Torrance, NM 87016							
TSD Contact Info							
Program Manag	ger:	John Varg	jas 💮 📗	Phone:	one: 505-231-6784		
TSD Finance: Avalon W			right	Phone:	505-6	60-8103	
Budget Breakdown							
Funding Pro	ojec	t Number	Amount	Fu	ınd	Source	
CDWI 02-CD-05-103		\$1,518.00	20	300	State CDWI		
		Total	\$1,518.00				
Purchase Order Number:							
PO Entered by TSD Finance:					Date:		
PO Approved I	ontracts:			Date:			



Agenda Item No. 12-J



Agenda Item No. 12-K



Agenda Item No. 13-A

TORRANCE COUNTY ORDINANCE NO. 94-12

(Amended April 13, 2016)

AN ORDINANCE PROVIDING FOR THE EFFICIENT AND SANITARY DISPOSAL AND COLLECTION OF SOLID WASTE IN TORRANCE COUNTY; REGULATING SOLID WASTE, LITTER AND CONSTRUCTION &DEMOLITION DEBRIS; ESTABLISHING A SOLID WASTE MANAGEMENT FEE AND PROVIDING A PENALTY, SEVERABILITY AND EFFECTIVE DATE

WHEREAS, the Torrance County Board of Commissioners finds that it is necessary to provide for the efficient and sanitary collection, recycling, transportation and disposal of solid waste and construction and demolition debris and control of litter in Torrance County, to provide for the safety; preserve the health; promote the prosperity and improve the morals, order, comfort and convenience of the county and its citizens; and

WHEREAS, the Torrance County Board of Commissioners participated in establishing the Torrance County Solid Waste Authority, which is now known as the Estancia Valley Solid Waste Authority, for the purpose of providing a coordinated county-wide program for the collection of solid waste in cooperation with the incorporated municipalities of Moriarty, Estancia, Mountainair, Encino, and Willard; and,

WHEREAS, the Torrance County Board of Commissioners has determined that it is necessary to adopt the powers enumerated in Section 11-1-1 et seq. NMSA 1978 (Repl Pamp. 1983) for the storage, recycling, collection and disposal of solid waste; and,

WHEREAS, the Torrance County Board of Commissioners finds that it is necessary to provide a coordinated county-wide program of management of solid waste and construction and demolition debris in cooperation with Federal and State Agencies, and that it is necessary that a solid waste management program be implemented in order to protect the environment; provide for the safety; preserve the health; promote the prosperity and improve the morals, order, comfort and convenience of the county its citizens; and,

WHEREAS, the Torrance County Board of Commissioners finds that a system of solid waste collection is necessary in order to protect the environs of Torrance County from illegal dumping occasioned by the lack of a countywide system of refuse collection containers, and to protect the environment and promote the preservation of the natural beauty of Torrance County lands; and,

WHEREAS, the Torrance County Board of Commissioners finds it necessary to assess a fee, (hereinafter the Solid Waste Management Fee), to pay for the solid waste collection and disposal system described herein and to provide for a mechanism for collection of said fee,

NOW, THEREFORE BE IT ORDAINED by the Torrance County Board of Commissioners as follows:

SECTION 1: SHORT TITLE

This Ordinance shall be known as the "SOLID WASTE MANAGEMENT ORDINANCE," and shall be referred to herein as "this Ordinance."

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SECTION 2: AUTHORITY

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This ordinance is enacted pursuant to the authority granted to counties to provide for the safety and preserve the health of the residents of the county as set forth in Section 4-37-1 NMSA 1978; the authority provided in Sections 4-56-1 through 4-56-3 NMSA 1978 which authorizes the county to establish and maintain, manage and supervise a system of storage, collection and disposal of all refuse; and the authority provided in Sections 3-36-1 through 3-36-7 NMSA 1978 which enables the county to attach liens for unpaid charges established by ordinance.

SECTION 3: INTERPRETATION AND CONFLICT

The regulations provided herein are held to include the minimum standards necessary to carry out the purposes of this Ordinance. This Ordinance is not intended to interfere with, abrogate or annul any other valid ordinances. Where the provisions of this Ordinance conflict with other rules, regulations, agreements or other County ordinances or resolutions, the provisions of this Ordinance shall be controlling. Where this Ordinance imposes greater restrictions than those imposed by other rules, regulations, agreements or other County ordinances or resolutions, the provisions of this Ordinance shall be controlling.

SECTION 4: DEFINITIONS:

- A. <u>Word Construction</u> Words used in the present tense include the future; words in the masculine include the feminine; and words in the singular include the plural.
- B. <u>Definitions</u> the following definitions apply to this Ordinance
 - "Clean Fill is broken concrete, brick, rock, stone, glass, reclaimed asphalt pavement, or uncontaminated soil generated from construction and demolition activities. Reinforcement materials which are an integral part, such as rebar, are included. Clean fill must be free of other solid waste or hazardous waste.
 - 2. "Code Enforcement Officer" is the person appointed by the County Commission upon recommendation of the Sheriff's office to enforce portions of this Ordinance.
 - 3. "Composting" is the process by which biological decomposition of organic solid waste is carried out under controlled conditions. The process stabilizes the organic fraction into a material which can be easily and safely stored, handled and used in an environmentally acceptable manner.
 - 4. "Construction and Demolition (C&D) Debris" is material generally considered to be water insoluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing materials, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure project and includes rocks, soil, tree remains, trees and other vegetative matter that normally results from land clearing. If construction and demolition debris is mixed with any other types of solid waste, it loses its classification as construction and demolition debris. Construction and demolition debris does not include asbestos or liquids including, but not limited to, waste paints, solvents, sealers, adhesives or potentially hazardous materials.
 - 5. "County Commission" is the Torrance County Board of Commissioners, the duly constituted governing body of Torrance County.
 - "County Manager" is the chief administrative assistant to the Torrance County Board of Commissioners.

- 7. "Greenwaste" means landscape trimmings, including limbs and branches of 1 inch in diameter or greater. Does not include brush or tree stumps.
- "Hazardous waste" includes material listed in 40 CFR 261 classified as Toxic, Reactive, Ignitable, or Corrosive.
- 9. "Hauler" is any person transporting solid waste by whatever means for the purpose of disposing of the solid waste in a solid waste facility, except that the term does not include an individual transporting solid waste generated on or from his residential premises for the purpose of disposing of it in a solid waste facility;
- "Litter" is solid waste or debris found in public areas or generated while traveling in a motor vehicle.
- 11. "Owner" is the property owner, whether residing on said property or not, the property being located within Torrance County and outside the corporate boundaries of the municipalities of Moriarty, Estancia, Mountainair, Encino and Willard.
- 12. "Person" is any individual, partnership, company, corporation, firm, association, trust, estate, state and federal agency, institution, county, city, town, village, or municipality or other legal entity, however organized.
- 13. "Premises" is defined as a structure, whether designed for residential or commercial use, located on any property within Torrance County and outside the corporate limits of the municipalities of Moriarty, Estancia, Mountainair, Encino and Willard.
- "Residence" is any habitable dwelling or each single unit of multi-unit habitable dwellings.
- 15. "Responsible party" is defined as the owner of any premises.
- 16. "Solid Waste" is any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility and other discarded material, including solid, liquid, semisolid or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities. "Solid Waste" does not include:
 - a) waste from the extraction, beneficiation and processing of ores and waste materials, including phosphate rock and overburden from the mining of uranium ore, coal, copper, molybdenum and other ores and minerals;
 - agricultural waste, including, but not limited to, manures and other crop residues returned to the soil as fertilizer or soil conditioner;
 - c) sand and gravel;
 - d) solid or dissolved material in domestic sewage or solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, 33 U.S.C. Section 1342 or source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954, 42 U.S.C. Section 2011 et seq.;
 - e) any material regulated by Subtitle C of the federal Resource Conservation and Recovery Act, or substances regulated by the federal Toxic Substance Control Act.

- 17. "Solid Waste Facility means any public or private system, facility, location, improvements on the land, structures or other appurtenances or methods used for processing, transformation, recycling, or disposal of solid waste, including landfill disposal facilities, transfer stations, convenience centers, resource recovery facilities, and incinerators, or any facility that processes, recycles, transforms, transfers, or otherwise handles low level or high level radioactive waste or transuranic wastes, and other facilities not specified. A "Solid Waste Facility" does not include a residential "backyard" composting pile that composts organic solid waste generated on-site or any facility or person accepting, stockpiling, or using clean fill material as long as:
 - a) the clean fill material does not create a public nuisance or adversely affect the environment;
 - b) the material is not placed in a watercourse or in any other manner inconsistent with the Water Quality Control Commission regulation 2-201 "Disposal of Refuse."

SECTION 5: ACCUMULATION OF SOLID WASTE, LITTER, AND C&D DEBRIS; REMOVAL; PENALTY

- A. No person shall permit to accumulate any solid waste on property owned, leased or occupied by that person within two hundred (200) feet of another occupied premises, except in covered watertight containers made of metal or plastic.
- B. No person shall throw, place, dump, or dispose of any solid waste, litter, or C&D debris on any road, street, gutter, sidewalk or alley, or on any public property or another's private property.
- C. No person (whether owner, tenant, lessee, manager or other person) shall permit any solid waste, litter, or C&D debris or any composition or residue thereof which is in an unsanitary condition or hazardous to public health to remain upon the property.
- D. No person shall cast, place, sweep or deposit any solid waste, litter, or C&D debris in such a manner that it may be carried or deposited by the elements upon any road, street, sidewalk, alley, sewer, parkway or other public place or private property within the County.
- E. Any accumulation of solid waste, litter, or C&D debris in violation of the terms of this Ordinance is hereby declared to be a nuisance and is unlawful.
- F. Subject to any limitations or otherwise provided by law, the Sheriff or his designated Code Enforcement Officer is authorized, upon issuance of a warrant, to inspect and enter any property where he has reasonable cause to suspect that unlawful accumulations of solid waste, refuse, litter, or C&D debris may exist.
 - 1) If, upon the basis of such inspection, the Sheriff finds that a violation of Subsections A-B of this Section exists, he shall notify in writing the owner or any other person with an interest in or control of the property (whether, tenant, lessee, manager or other person) to correct such violation within a designated period of time, from ten (10) days up to thirty (30) days.
 - Upon the failure, neglect or refusal of any person, owner, tenant, lessee, manager or occupant to properly correct any such violations within the time prescribed (or within five [5] days of the return of such prescribed notice as undeliverable if the notice is served by mail), the County Commission may contract for the correction of the unlawful accumulation, or order its correction by the County, at the expense of the person, owner, tenant, lessee, manager or occupant in charge of the property.

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- G. If the Sheriff finds that the unlawful accumulation of solid waste, litter, or C&D debris presents a clear and present danger to the public health, safety and welfare, and immediate measures are required to alleviate this clear and present danger, the County Manager may waive the ten (10) day notification period.
- III. Costs for correction of an unlawful accumulation of solid waste, litter, or C&D debris shall be determined on the basis of man-hours worked, equipment utilized in the clean-up at a customary rental rate per day, plus any direct costs paid by the County to correct the violation. The cost of correction shall be a lien upon the property and shall remain in full force and effect for the amount due plus other costs and attorney fees.
- I. The County Manager or her designee shall maintain files of the inspections, notices and actions taken pursuant to this Section. Costs incurred by the County in undertaking corrective actions shall be documented. The files shall be considered public records.

SECTION 6: SOLID WASTE, LITTER AND C&D DEBRIS PRE-COLLECTION PRACTICES

- A. Solid waste and recyclables are to be properly stored on the premises where they are generated, or shall be placed and maintained in County containers at a Torrance County Collection Station or other refuse and solid waste disposal facility(ies) franchised, licensed and/or permitted in conformance with applicable state law, state regulations, and this Ordinance.
- B. Solid waste transported for disposal at a Torrance County Collection Station shall be secured in garbage bags, with tarps, or straps as necessary to prevent fugitive waste.
- C. Hazardous waste may, at the sole discretion of the solid waste authority, be accepted for disposal at Torrance County collection stations only in household quantities, and only in secure containers.
- D. Wood ash which has not cooled or which may otherwise be capable of rekindling or igniting a fire if brought in contact with combustible materials may not be disposed at Torrance County collection stations.
- E. No garbage, solid waste, or debris shall be burned within the county.

SECTION 7: SOLID WASTE CONTAINERS

- A. Haulers are expressly prohibited from using County solid waste containers for the disposal of solid waste and C&D debris.
- B. The owner of every mobile home park shall provide for the collection of not less than .5 cubic yards of solid waste weekly per mobile home space. If the County Manager or her designee determines that additional containers are necessary, she may order such additional containers as may be required to prevent the accumulation of solid waste or litter.
- C. The owner of every multi-family residential development consisting of five (5) or more units shall provide for the collection of not less than .5 cubic yards of solid waste weekly per residential unit. If the County Manager or her designee determines that additional containers are necessary, she may order such additional containers as may be required to prevent accumulation of solid waste or litter.
- D. Any person using a County solid waste container shall comply with the rules and regulations established from time to time by the County Commission for the use, care and location of such containers and shall keep the lids and covers furnished for such containers closed at all times except when they are being filled or emptied.

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- E. Any solid waste, litter or C&D debris deposited in the County solid waste containers shall be reduced in size to no more than four (4') feet in length.
- F. In the event that the County solid waste container is full, solid waste shall not be placed on the ground or in proximity to the containers so as to constitute a litter or health hazard or become blown and scattered.
- G. No person shall impede access to a County solid waste container other than when necessary to remove and deposit solid waste.

SECTION 8: DAMAGE TO SOLID WASTE CONTAINERS

- A. No person, including children, shall be on top of or inside the County solid waste containers.
- B. No person shall intentionally damage any County solid waste container.
- C. Any person who damages a County solid waste container shall be liable to the County for the cost, repair, or replacement of such container, in addition to the penalties provided in Section 16 of this Ordinance.

SECTION 9: HAZARDOUS WASTE AND GREENWASTE

- A. Hazardous wastes in greater than household quantities shall not be disposed at Torrance County collection stations. Such waste shall be disposed of in accordance with any applicable county, state and federal laws or regulations, at the expense of the person accumulating such waste.
- B. Greenwaste shall only be disposed at designated Torrance County collection stations.

SECTION 10: CONSTRUCTION SITES AND TRANSPORATION OF MATERIALS

- A. Any person who has secured a state building permit shall, prior to commencement of any construction activity in the County, furnish or place on that property a container or fenced area of suitable size and design to contain all solid waste, litter, or C&D debris which may be disturbed or removed from the premises or property by the wind or elements.
- B. No person generating solid waste or C&D debris shall allow solid waste or litter of any kind to be blown or be carried by the elements from the premises or property for which the building permit was secured.
- C. Any person engaged in construction or demolition shall remove the solid waste, litter, and C&D debris, including structural parts, from the construction site and contain their elements from scattering in the same manner as set out above. C&D debris or solid waste shall be removed and disposed on within five (5) days of completion to an approved solid waste or C&D debris facility.

SECTION 11: SCAVENGING PROHIBITED

- A. No person shall remove, collect, or disturb solid waste or C&D debris stored in or disposed in a solid waste facility or solid waste container unless authorized by the County.
- B. No person shall remove any solid waste or C&D debris from a solid waste container and scatter the same upon any public or private property.

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SECTION 12: REGULATIONS ADOPTED

The laws of the State of New Mexico dealing with solid waste management and all regulations promulgated and published pursuant to those laws for the New Mexico Environment Department or any division thereof, (or any successor department, agency or division), along with any subsequent revisions or amendments to such laws or regulations, are hereby adopted and incorporated herein by reference and made a part of this Ordinance; provided, however, the penalty provisions herein shall apply to violations prosecuted under this Ordinance.

SECTION 13: SOLID WASTE MANAGEMENT FEE

- A. Payment of the solid waste management fee shall be the obligation of the responsible party for each residence located in the unincorporated area of Torrance County.
- B. The County Commission shall set fees for solid waste management based on the actual or projected cost to collect, transport and recycle or dispose of such solid waste. Unmet actual costs resulting from unpaid fees or certain discounts defined and approved by the County Commission shall be the responsibility of the County Commission.
- C. If there are multiple residences on a property, the solid waste management fee shall be assessed on each such residence.
- D. The solid waste management fee, and any subsequent modification thereof, shall be established and adopted through resolution by the County Commission.
- E. Any responsible party owning or possessing a vacant residence may be entitled to a reduction of the solid waste management fee, according to administrative guidelines established and adopted through resolution by the County Commission. Any property owner falsely certifying that a residence is vacant is in violation of this Ordinance, and is subject to penalties set forth in Section 16.A.

SECTION 14: LIENS

- A. All fees arising under this Ordinance shall be payable by the responsible party of the residence being served at the time the rate or charge accrues and becomes due. The County of Torrance shall be entitled to a lien upon the residence and upon the tract or parcel of land being served for failure to pay such fees pursuant to the authority granted under Section 3-36-1 et seq. NMSA 1978, which lien shall be a first and prior lien on the property coequal with municipal liens pursuant to Section 3-36-2 NMSA 1978, but subject only to the lien of general state and county taxes.
- B. The lien provided for in this section shall be enforced in the manner prescribed in Sections 3-36-7 NMSA 1978. For purposes of this section, such action shall be taken by the Torrance County Clerk. In any proceedings where pleadings are required, it shall be sufficient to declare that the general purpose of said lien is for the service supplied for the collection, transportation and disposal of solid waste.
- C. The charges and fees imposed herein are the obligation of the responsible party of the premises, regardless of whether occupied by an owner, tenants or others, and the County may file a lien against the property for such charges, penalties, costs of enforcement, including attorney's fees incurred in filing the lien.

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SECTION 15: POWERS OF THE COUNTY

In connection with the operation of a solid waste collection system, the Torrance County Board of Commissioners may:

- A. Execute contracts on behalf of the County, with any municipality, county, or other unit of government, including the Estancia Valley Solid Waste Authority, or any private entity for the collection, transportation and recycling or disposal of solid waste generated in the unincorporated areas of Torrance County.
- B. Regulate the collection, transportation and recycling or disposal of solid waste and C&D debris by any person within the unincorporated areas of Torrance County.
- Establish, assess and collect fees directly or through its authorized agent from responsible parties in amounts designated herein;
- D. Coordinate the collection, transportation and recycling or disposal of solid waste and C&D debris in consultation with the New Mexico Department of Environment.
- E. Develop, or authorize any contractor, including the Estancia Valley Solid Waste Authority, for the collection, transportation and recycling or disposal of solid waste generated in the unincorporated areas of Torrance County, to develop, operating policies and procedures for the implementation of the provisions of this Ordinance.

SECTION 16: PENALTIES

- A. Persons violating the Ordinance shall, upon conviction, be subject to a fine not to exceed THREE HUNDRED (\$300.00) DOLLARS and/or NINETY (90) days in jail for each separate offense, except as set forth in Paragraphs B and C below.
- B. Persons violating this Ordinance by discarding or disposing of solid waste or litter on public or private property in any manner other than by disposing of it in an authorized container, convenience center, or landfill shall, upon conviction, be subject to a fine not to exceed ONE THOUSAND (\$1,000.00) DOLLARS.
- C. Each violation shall constitute a separate offense. Each day an offense continues shall also constitute a separate offense.

SECTION 17: SEVERABILITY

If any article, section, subsection, paragraph, sentence, clause, phrase, provision or portion of any article, section, subsection, paragraph, sentence, clause, phrase or provision in this Ordinance is, for any reason, held to be unconstitutional, invalid or void, the remaining portions shall not be affected since it is the express intention of the Torrance County Board of Commissioners to pass such article, section, subsection, paragraph, sentence, clause, phrase or provision and every part thereof separately and independently from every other part.

SECTION 18: EFFECTIVE DATE

This Ordinance shall be recorded and authenticated by the County Clerk following adoption by the Board of County Commissioners. The effective date of this Ordinance shall be thirty days after the Ordinance has been recorded.

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PASSED, APPROVED AND ADOPTED this 13th day April of 2016, by the Board of County Commissioners of Torrance County, New Mexico.

Leroy Candelaria Chairman

Jim Frost Member

Julia DuCharme Member

ATTEST:

Linda Jaramillo County Clerk

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TORRANCE COUNTY

Ordinance No. 2021-

SOLID WASTE MANAGEMENT ORDINANCE AMENDMENTS

WHEREAS, the current version of the Torrance County Solid Waste Management Ordinance was last revised in 2016; and,

WHEREAS, the 2016 version of the Ordinance is substantially identical to the original version passed in 1994, it did not adjust for departmental authority over personnel tasked with enforcement of portions of this Ordinance; and,

WHEREAS, Planning & Zoning Department personnel are utilized to enforce portions of this Ordinance; and,

WHEREAS, funding for equipment, supplies, vehicle maintenance, and vehicle fuel to enforce portions of this Ordinance is derived from the Planning & Zoning budget; and,

WHEREAS, the Planning & Zoning Director or Department Head has supervisory authority of department personnel; and,

WHEREAS, discarded appliances are considered to be solid waste; and,

WHEREAS, wording of the Interpretation and Conflict section of 2006 version of the Ordinance conflicts with itself.

NOW, THEREFORE BE IT ORDAINED by the Torrance County Board of Commissioners as follows:

SECTION 1: SHORT TITLE

This Ordinance shall be known as the "SOLID WASTE MANAGEMENT ORDINANCE," and shall be referred to herein as "this Ordinance."

SECTION 2: AUTHORITY

This ordinance is enacted pursuant to the authority granted to counties to provide for the safety and preserve the health of the residents of the county as set forth in Section 4-37-1 NMSA 1978; the authority provided in Sections 4-56-1 through 4-56-3 NMSA ,1978 which authorizes the county to establish and maintain, manage and supervise a system of storage, collection and disposal of all refuse; and the authority provided in Sections 3-36-1 through 3-36-7 NMSA 1978 which enables the county to attach liens for unpaid charges established by ordinance.

SECTION 3: INTERPRETATION AND CONFLICT

The regulations provided herein are held to include the minimum standards necessary to carry out the purposes of this Ordinance. This Ordinance is not intended to interfere with, abrogate or annul any other valid ordinances. Where the provisions of this Ordinance conflict with other rules, regulations, agreements or other County ordinances or resolutions, the provisions of this Ordinance shall be controlling. Where this Ordinance imposes greater restrictions than those imposed by other rules, regulations, agreements or other County ordinances or resolutions, the provisions of this Ordinance shall be controlling. Whenever any provisions of this Ordinance are more or less restrictive than other laws, ordinances, or Torrance County resolutions, then whichever is the more restrictive shall govern.

SECTION 4: DEFINITIONS:

- A. <u>Word Construction</u> Words used in the present tense include the future; words in the masculine include the feminine; and words in the singular include the plural.
- B. <u>Definitions</u>— the following definitions apply to this Ordinance
 - "Clean Fill is broken concrete, brick, rock, stone, glass, reclaimed asphalt pavement, or uncontaminated soil generated from construction and demolition activities. Reinforcement materials which are an integral part, such as rebar, are included. Clean fill must be free of other solid waste or hazardous waste.
 - "Code Enforcement Officer" is the person employed as the Planning & Zoning department head or Director or his assigns currently known as "Zoning Enforcement Officer", as appointed by the County Commission upon adoption of revisions to the Torrance County Ordinance 90-3 dated May 11, 2016. recommendation of the Sheriffs office to enforce portions of this Ordinance;
 - 3. "Composting" is the process by which biological decomposition of organic solid waste is carried out under controlled conditions. The process stabilizes the organic fraction into a material which can be easily and safely stored, handled and used in an environmentally acceptable manner.
 - 4. "Construction and Demolition (C&D) Debris" is material generally considered to be water insoluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing materials, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure project and includes rocks, soil, tree remains, trees and other vegetative matter that normally results from land clearing. If construction and demolition debris is mixed with any other types of solid waste, it loses its classification as construction and demolition debris. Construction and demolition debris does not include asbestos or liquids including, but not limited to, waste paints, solvents, sealers, adhesives or potentially hazardous materials.
 - 5. "County Commission" is the Torrance County Board of Commissioners, the duly constituted governing body of Torrance County.
 - "County Manager" is the chief administrative assistant to the Torrance County Board of Commissioners.
 - 7. "Greenwaste" means landscape trimmings, including limbs and branches of 1 inch in diameter or greater. Does not include brush or tree stumps.
 - 8. "Hazardous waste" includes material listed in 40 CFR261 classified as Toxic, Reactive, Ignitable, or Corrosive.
 - 9. "Hauler" is any person transporting solid waste by whatever means for the purpose of disposing of the solid waste in a solid waste facility, except that the term does not include an individual transporting solid waste generated on or from his residential premises for the purpose of disposing of it in a solid waste facility;
 - 10. "Litter" is solid waste or debris found in public areas or generated while traveling in a motor vehicle.
 - 11. "Owner" is the property owner, whether residing on said property or not, the property being located within Torrance County and outside the corporate boundaries of the municipalities of Moriarty, Estancia, Mountainair, Encino and Willard.

- 12. "Person" is any individual, partnership, company, corporation, firm, association, trust, estate, state and federal agency, institution, county, city, town, village, or municipality or other legal entity, however organized,
- 13. "Premises" is defined as a structure, whether designed for residential or commercial use, located on any property within Torrance County and outside the corporate limits of the municipalities of Moriarty, Estancia, Mountainair, Encino and Willard.
- 14. "Residence" is any habitable dwelling or each single unit of multi-unit habitable dwellings,
- 15. "Responsible party" is defined as the owner of any premises.
- 16. "Solid Waste" is any garbage, refuse, discarded appliances, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility and other discarded material, including solid, liquid, semisolid or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities.

"Solid Waste" does not include:

- a) waste from the extraction, beneficiation and processing of ores and waste materials, including phosphate rock and overburden from the mining of uranium ore, coal, copper, molybdenum and other ores and minerals;
- b) agricultural waste, including, but not limited to, manures and other crop residues returned to the soil as fertilizer or soil conditioner;
- c) sand and gravel;
- d) solid or dissolved material in domestic sewage or solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, 33 U.S.C. Section 1342 or source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954,42 U.S.C. Section 2011 et seq.;
- e)any material regulated by Subtitle C of the federal Resource Conservation and Recovery Act, or substances regulated by the federal Toxic Substance Control Act.
- 17. "Solid Waste Facility means any public or private system, facility, location, improvements on the land, structures or other appurtenances or methods used for processing, transformation, recycling, or disposal of solid waste, including landfill disposal facilities, transfer stations, convenience centers, resource recovery facilities, and incinerators, or any facility that processes, recycles, transforms, transfers, or otherwise handles low level or high level radioactive waste or transuranic wastes, and other facilities not specified, A "Solid Waste Facility" does not include a residential "backyard" composting pile that composts organic solid waste generated on-site or any facility or person accepting, stockpiling, or using clean fill material as long as:
 - a) the clean fill material does not create a public nuisance or adversely affect the environment;
 - b) the material is not placed in a watercourse or in any other manner inconsistent with the Water Quality Control Commission regulation 2-201 "Disposal of Refuse."

SECTION 5: ACCUMULATION OF SOLID WASTE. LITTER. AND C&D DEBRIS: REMOVAL: PENALTY

- A. No person shall permit to accumulate any solid waste on property owned, leased or occupied by that person within two hundred (200) feet of another occupied premises, except in covered wateright containers made of metal or plastic.
- B. No person shall throw, place, dump, or dispose of any solid waste, litter, or C&D debris on any road, street, gutter, sidewalk or alley, or on any public property or another's private property.
- C. No person (whether owner, tenant, lessee, manager or other person) shall permit any solid waste, litter, or C&D debris or any composition or residue thereof which is in an unsanitary condition or hazardous to public health to remain upon the property.
- D. No person shall cast, place, sweep or deposit any solid waste, litter, or C&D debris in such a manner that it may be carried or deposited by the elements upon any road, street, sidewalk, alley, sewer, parkway or other public place or private property within the County.
- E. Any accumulation of solid waste, litter, or C&D debris in violation of the terms of this Ordinance is hereby declared to be a nuisance and is unlawful.
- F. Subject to any limitations or otherwise provided by law, the Sheriff, his Deputy or hisdesignated Code Enforcement Officer, the Zoning Director, or his designated Zoning Officer is authorized, upon issuance of a warrant, to inspect and enter any property where he has reasonable cause to suspect that unlawful accumulations of solid waste, refuse, litter, or C&D debris may exist.
 - If, upon the basis of such inspection, the Sheriff, his Deputy, the Zoning Director, or his Zoning Enforcement Officer finds that a violation of Subsections A-E of this Section exists, he shall notify in writing the owner or any other person with an interest in or control of the property (whether, tenant, lessee, manager or other person) to correct such violation within a designated period of time, from from ten (10) days up to thirty (30) days.
 - 2) Upon the failure, neglect or refusal of any person, owner, tenant, lessee, manager or occupant to properly correct any such violations within the time prescribed (or within five [5] days of the return of such prescribed notice as undeliverable if the notice is served by mail), the County Commission may contract for the correction of the unlawful accumulation, or order its correction by the County, at the expense of the person, owner, tenant, lessee, manager or occupant in charge of the property.
- G. If the Sheriff his Deputy, the Zoning Director, or his Zoning Enforcement Officer finds that the unlawful accumulation of solid waste, litter, or C&D debris presents a clear and present danger to the public health, safety and welfare, and immediate measures are required to alleviate this clear and present danger, the County Manager may waive the ten (10) day notification period.
- H. Costs for correction of an unlawful accumulation of solid waste, litter, or C&D debris shall be determined on the basis of man-hours worked, equipment utilized in the clean-up at a customary rental rate per day, plus any direct costs paid by the County to correct the violation. The cost of correction shall be a lien upon the property and shall remain in full force and effect for the amount due plus other costs and attorney fees.
- I. The County Manager or her designee shall maintain files of the inspections, notices and actions taken pursuant to this Section. Costs incurred by the County in undertaking corrective actions shall be documented. The files shall be considered public records.

SECTION 6: SOLID WASTE. LITTER AND C&D DEBRIS PRE-COLLECTION PRACTICES

- A. Solid waste and recyclables are to be properly stored on the premises where they are generated, or shall be placed and maintained in County containers at a Torrance County Collection Station or other refuse and solid waste disposal facility(ies) franchised, licensed and/or permitted in conformance with applicable state law, state regulations, and this Ordinance.
- B. Solid waste transported for disposal at a Torrance County Collection Station shall be secured in garbage bags, with tarps, or straps as necessary to prevent fugitive waste.
- C. Hazardous waste may, at the sole discretion of the solid waste authority, be accepted for disposal at Torrance County collection stations only in household quantities, and only in secure containers.
- D. Wood ash which has not cooled or which may otherwise be capable of rekindling or igniting a fire if brought in contact with combustible materials may not be disposed at Torrance County collection stations.
- E. No garbage, solid waste, or debris shall be burned within the county.

SECTION 7: SOLID WASTE CONTAINERS

- A. Haulers are expressly prohibited from using County solid waste containers for the disposal of solid waste and C&D debris.
- B. The owner of every mobile home park shall provide for the collection of not less than .5 cubic yards of solid waste weekly per mobile home space. If the County Manager or her designee determines that additional containers are necessary, she may order such additional containers as may be required to prevent the accumulation of solid waste or litter.
- C. The owner of every multi-family residential development consisting of five (5) or more units shall provide for the collection of not less than .5 cubic yards of solid waste weekly per residential unit. If the County Manager or her designee determines that additional containers are necessary, she may order such additional containers as may be required to prevent accumulation of solid waste or litter.
- D. Any person using a County solid waste container shall comply with the rules and regulations established from time to time by the County Commission for the use, care and location of such containers and shall keep the lids and covers furnished for such containers closed at all times except when they are being filled or emptied.
- E. Any solid waste, litter or C&D debris deposited in the County solid waste containers shall be reduced in size to no more than four (4') feet in length.
- F. In the event that the County solid waste container is full, solid waste shall not be placed on the ground or in proximity to the containers so as to constitute a litter or health hazard or become blown and scattered.
- G. No person shall impede access to a County solid waste container other than when necessary to remove and deposit solid waste.

SECTION 8: DAMAGE TO SOLID WASTE CONTAINERS

A. No person, including children, shall be on top of or inside the County solid waste containers.

- B. No person shall intentionally damage any County solid waste container.
- C. Any person who damages a County solid waste container shall be liable to the County for the cost, repair, or replacement of such container, in addition to the penalties provided in Section 16 of this Ordinance.

SECTION 9: HAZARDOUS WASTE AND GREENWASTB

- A. Hazardous wastes in greater than household quantities shall not be disposed at Torrance County collection stations. Such waste shall be disposed of in accordance with any applicable county, state and federal laws or regulations, at the expense of the person accumulating such waste.
- B. Greenwaste shall only be disposed at designated Torrance County collection stations.

SECTION 10: CONSTRUCTION SITES AND TRANSFORATION OF MATERIALS

- A. Any person who has secured a state building permit shall, prior to commencement of any construction activity in the County, furnish or place on that property a container or fenced area of suitable size and design to contain all solid waste, litter, or C&D debris which may be disturbed or removed from the premises or property by the wind or elements.
- B. No person generating solid waste or C&D debris shall allow solid waste or litter of any kind to be blown or be carried by the elements from the premises or property for which the building permit was secured.
- C. Any person engaged in construction or demolition shall remove the solid waste, litter, and C&D debris, including structural parts, from the construction site and contain their elements from scattering in the same manner as set out above. C&D debris or solid waste shall be removed and disposed on within five (5) days of completion to an approved solid waste or C&D debris facility.

SECTION 11: SCAVENGING PROHIBITED

- A. No person shall remove, collect, or disturb solid waste or C&D debris stored in or disposed in a solid waste facility or solid waste container unless authorized by the County.
- B. No person shall remove any solid waste or C&D debris from a solid waste container and scatter the same upon any public or private property.
- C. The owner of every multi-family residential development consisting of five (5) or more units shall provide for the collection of not less than .5 cubic yards of solid waste weekly per residential unit. If the County Manager or her designee determines that additional containers are necessary, she may order such additional containers as may be required to prevent accumulation of solid waste or litter.
- D. Any person using a County solid waste container shall comply with the rules and regulations established from time to time by the County Commission for the use, care and location of such containers and shall keep the lids and covers furnished for such containers closed at all times except when they are being filled or emptied.
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- B. No person generating solid waste or C&D debris shall allow solid waste or litter of any kind to be blown or be carried by the elements from the premises or property for which the building permit was secured.
- C. Any person engaged in construction or demolition shall remove the solid waste, litter, and C&D debris, including structural parts, from the construction site and contain their elements from scattering in the same manner as set out above. C&D debris or solid waste shall be removed and disposed on within five (5) days of completion to an approved solid waste or C&D debris facility.

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SECTION 12: REGULATIONS ADOPTED

The laws of the State of New Mexico dealing with solid waste management and all regulations promulgated and published pursuant to those laws for the New Mexico Environment Department or any division thereof, (or any successor department, agency or division), along with any subsequent revisions or amendments to such laws or regulations, are hereby adopted and incorporated herein by reference and made a part of this Ordinance; provided, however, the penalty provisions herein shall apply to violations prosecuted under this Ordinance.

SECTION 13: SOLID WASTE MANAGEMENT FEE

- A. Payment of the solid waste management fee shall be the obligation of the responsible party for each residence located in the unincorporated area of Torrance County.
- B. The County Commission shall set fees for solid waste management based on the actual or projected cost to collect, transport and recycle or dispose of such solid waste. Unmet actual costs resulting from unpaid fees or certain discounts defined and approved by the County Commission shall be the responsibility of the County Commission.
- C. If there are multiple residences on a property, the solid waste management fee shall be assessed on each such residence.
- D. The solid waste management fee, and any subsequent modification thereof, shall be established and adopted through resolution by the County Commission.
- E. Any responsible party owning or possessing a vacant residence may be entitled to a reduction of the solid waste management fee, according to administrative guidelines established and adopted through resolution by the County Commission. Any property owner falsely certifying that a residence is vacant is in violation of this Ordinance, and is subject to penalties set forth in Section 16. A.

SECTION 14: LIENS

- A. All fees arising under this Ordinance shall be payable by the responsible party of the residence being served at the time the rate or charge accrues and becomes due. The County of Torrance shall be entitled to a lien upon the residence and upon the tract or parcel of land being served for failure to pay such fees pursuant to the authority granted under Section 3-36-1 et seq. NMSA 1978, which lien shall be a first and prior lien on the property coequal with municipal liens pursuant to Section 3-36-2 NMSA 1978, but subject only to the lien of general state and county taxes.
- B. The hen provided for in this section shall be enforced in the manner prescribed in Sections 3-36-7 NMSA 1978. For purposes of this section, such action shall be taken by the Torrance County Clerk. In any proceedings where pleadings are required, it shall be sufficient to declare that the general purpose of said lien is for the service supplied for the collection, transportation and disposal of solid waste.
- C. The charges and fees imposed herein are the obligation of the responsible party of the premises, regardless of whether occupied by an owner, tenants or others, and the County may file a lien against the property for such charges, penalties, costs of enforcement, including attorney's fees incurred in filing the lien.

SECTION 15: POWERS OF THE COUNTY

In connection with the operation of a solid waste collection system, the Torrance County Board of Commissioners may:

- A. Execute contracts on behalf of the County, with any municipality, county, or other unit of government, including the Estancia Valley Solid Waste Authority, or any private entity for the collection, transportation and recycling or disposal of solid waste generated in the unincorporated areas of Torrance County.
- B. Regulate the collection, transportation and recycling or disposal of solid waste and C&D debris by any person within the unincorporated areas of Torrance County.
- C. Establish, assess and collect fees directly or through its authorized agent from responsible parties in amounts designated herein;
- D. Coordinate the collection, transportation and recycling or disposal of solid waste and C&D debris in consultation with the New Mexico Department of Environment.
- E. Develop, or authorize any contractor, including the Estancia Valley Solid Waste Authority, for the collection, transportation and recycling or disposal of solid waste generated in the unincorporated areas of Torrance County, to develop, operating policies and procedures for the implementation of the provisions of this Ordinance.

SECTION 16: PENALTIES

- A. Persons violating the Ordinance shall, upon conviction, be subject to a fine not to exceed THREE HUNDRED (\$300.00) DOLLARS and/or NINETY (90) days in jail for each separate offense, except as set forth in Paragraphs B and C below.
- B. Persons violating this Ordinance by discarding or disposing of solid waste or litter on public or private property in any manner other than by disposing of it in an authorized container, convenience center, or landfill shall, upon conviction, be subject to a fine not to exceed ONE THOUSAND (\$1,000.00) DOLLARS.
- C. Each violation shall constitute a separate offense. Each day an offense continues shall also constitute a separate offense.

SECTION 17: SEVERABILITY

If any article, section, subsection, paragraph, sentence, clause, phrase, provision or portion of any article, section, subsection, paragraph, sentence, clause, phrase or provision in this Ordinance is, for any reason, held to be unconstitutional, invalid or void, the remaining portions shall not be affected since it is the express intention of the Torrance County Board of Commissioners to pass such article, section, subsection, paragraph, sentence, clause, phrase or provision and every part thereof separately and independently from every other part.

SECTION 18: EFFECTIVE DATE

This Ordinance shall be recorded and authenticated by the County Clerk following adoption by the Board of County Commissioners. The effective date of this Ordinance shall be thirty days after the Ordinance has been recorded.

Commissioners of Torrance County, New Mexico.	D the <u>12</u> day of <u>126.</u> , 1994, by the Board of County.
AMENDED on the <u>13th</u> day of <u>April</u> , <u>2016</u> Torrance County, New Mexico.	, by the Board of County Commissioners of
AMENDED on the 25 th day of August 2021, by the New Mexico.	Board of County Commissioners of Torrance County,
APPROVED AS TO FORM ONLY:	BOARD OF COUNTY COMMISSIONERS
County Attorney Date	Ryan Schwebach, Chair
	Kevin McCall, Vice Chair
ATTEST:	Leroy Candelaria, Member
Yvonne Otero, County Clerk	
Date:	

TORRANCE COUNTY

Ordinance No. 2021-

SOLID WASTE MANAGEMENT ORDINANCE AMENDMENTS

WHEREAS, the current version of the Torrance County Solid Waste Management Ordinance was last revised in 2016; and,

WHEREAS, the 2016 version of the Ordinance is substantially identical to the original version passed in 1994, it did not adjust for departmental authority over personnel tasked with enforcement of portions of this Ordinance; and,

WHEREAS, Planning & Zoning Department personnel are utilized to enforce portions of this Ordinance; and,

WHEREAS, funding for equipment, supplies, vehicle maintenance, and vehicle fuel to enforce portions of this Ordinance is derived from the Planning & Zoning budget; and,

WHEREAS, the Planning & Zoning Director or Department Head has supervisory authority of department personnel; and,

WHEREAS, discarded appliances are considered to be solid waste; and,

WHEREAS, wording of the Interpretation and Conflict section of 2006 version of the Ordinance conflicts with itself.

NOW, THEREFORE BE IT ORDAINED by the Torrance County Board of Commissioners as follows:

SECTION 1: SHORT TITLE

This Ordinance shall be known as the "SOLID WASTE MANAGEMENT ORDINANCE," and shall be referred to herein as "this Ordinance."

SECTION 2: AUTHORITY

This ordinance is enacted pursuant to the authority granted to counties to provide for the safety and preserve the health of the residents of the county as set forth in Section 4-37-1 NMSA 1978; the authority provided in Sections 4-56-1 through 4-56-3 NMSA ,1978 which authorizes the county to establish and maintain, manage and supervise a system of storage, collection and disposal of all refuse; and the authority provided in Sections 3-36-1 through 3-36-7 NMSA 1978 which enables the county to attach liens for unpaid charges established by ordinance.

SECTION 3: INTERPRETATION AND CONFLICT

The regulations provided herein are held to include the minimum standards necessary to carry out the purposes of this Ordinance. This Ordinance is not intended to interfere with, abrogate or annul any other valid ordinances. Where the provisions of this Ordinance conflict with other rules, regulations, agreements or other County ordinances or resolutions, the provisions of this Ordinance shall be controlling. Where this Ordinance imposes greater restrictions than those imposed by other rules, regulations, agreements or other County ordinances or resolutions, the provisions of this Ordinance shall be controlling. Whenever any provisions of this Ordinance are more or less restrictive than other laws, ordinances, or Torrance County resolutions, then whichever is the more restrictive shall govern.

<u>SECTION 4</u>: <u>DEFINITIONS</u>:

- A. <u>Word Construction</u> Words used in the present tense include the future; words in the masculine include the feminine; and words in the singular include the plural.
- B. <u>Definitions</u>— the following definitions apply to this Ordinance
 - "Clean Fill is broken concrete, brick, rock, stone, glass, reclaimed asphalt pavement, or uncontaminated soil generated from construction and demolition activities. Reinforcement materials which are an integral part, such as rebar, are included. Clean fill must be free of other solid waste or hazardous waste.
 - "Code Enforcement Officer" is the person employed as the Planning & Zoning department head or Director or his assigns currently known as "Zoning Enforcement Officer", as appointed by the County Commission upon adoption of revisions to the Torrance County Ordinance 90-3 dated May 11, 2016. recommendation of the Sheriffs office to enforce portions of this Ordinance;
 - 3. "Composting" is the process by which biological decomposition of organic solid waste is carried out under controlled conditions. The process stabilizes the organic fraction into a material which can be easily and safely stored, handled and used in an environmentally acceptable manner.
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 - 5. "County Commission" is the Torrance County Board of Commissioners, the duly constituted governing body of Torrance County.
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- a) waste from the extraction, beneficiation and processing of ores and waste materials, including phosphate rock and overburden from the mining of uranium ore, coal, copper, molybdenum and other ores and minerals;
- b) agricultural waste, including, but not limited to, manures and other crop residues returned to the soil as fertilizer or soil conditioner;
- c) sand and gravel;
- d) solid or dissolved material in domestic sewage or solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, 33 U.S.C. Section 1342 or source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954,42 U.S.C. Section 2011 et seq.;
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- A. No person shall permit to accumulate any solid waste on property owned, leased or occupied by that person within two hundred (200) feet of another occupied premises, except in covered water—tight containers made of metal or plastic.
- B. No person shall throw, place, dump, or dispose of any solid waste, litter, or C&D debris on any road, street, gutter, sidewalk or alley, or on any public property or another's private property.
- C. No person (whether owner, tenant, lessee, manager or other person) shall permit any solid waste, litter, or C&D debris or any composition or residue thereof which is in an unsanitary condition or hazardous to public health to remain upon the property.
- D. No person shall cast, place, sweep or deposit any solid waste, litter, or C&D debris in such a manner that it may be carried or deposited by the elements upon any road, street, sidewalk, alley, sewer, parkway or other public place or private property within the County.
- E. Any accumulation of solid waste, litter, or C&D debris in violation of the terms of this Ordinance is hereby declared to be a nuisance and is unlawful.
- F. Subject to any limitations or otherwise provided by law, the Sheriff, his Deputy or hisdesignated Code Enforcement Officer, the Zoning Director, or his designated Zoning Officer is authorized, upon issuance of a warrant, to inspect and enter any property where he has reasonable cause to suspect that unlawful accumulations of solid waste, refuse, litter, or C&D debris may exist.
 - If, upon the basis of such inspection, the Sheriff, his Deputy, the Zoning Director, or his Zoning Enforcement Officer finds that a violation of Subsections A-E of this Section exists, he shall notify in writing the owner or any other person with an interest in or control of the property (whether, tenant, lessee, manager or other person) to correct such violation within a designated period of time, from from ten (10) days up to thirty (30) days.
 - 2) Upon the failure, neglect or refusal of any person, owner, tenant, lessee, manager or occupant to properly correct any such violations within the time prescribed (or within five [5] days of the return of such prescribed notice as undeliverable if the notice is served by mail), the County Commission may contract for the correction of the unlawful accumulation, or order its correction by the County, at the expense of the person, owner, tenant, lessee, manager or occupant in charge of the property.
- G. If the Sheriff his Deputy, the Zoning Director, or his Zoning Enforcement Officer finds that the unlawful accumulation of solid waste, litter, or C&D debris presents a clear and present danger to the public health, safety and welfare, and immediate measures are required to alleviate this clear and present danger, the County Manager may waive the ten (10) day notification period.
- H. Costs for correction of an unlawful accumulation of solid waste, litter, or C&D debris shall be determined on the basis of man-hours worked, equipment utilized in the clean-up at a customary rental rate per day, plus any direct costs paid by the County to correct the violation. The cost of correction shall be a lien upon the property and shall remain in full force and effect for the amount due plus other costs and attorney fees.
- I. The County Manager or her designee shall maintain files of the inspections, notices and actions taken pursuant to this Section. Costs incurred by the County in undertaking corrective actions shall be documented. The files shall be considered public records.

SECTION 6: SOLID WASTE, LITTER AND C&D DEBRIS PRE-COLLECTION PRACTICES

- A. Solid waste and recyclables are to be properly stored on the premises where they are generated, or shall be placed and maintained in County containers at a Torrance County Collection Station or other refuse and solid waste disposal facility(ies) franchised, licensed and/or permitted in conformance with applicable state law, state regulations, and this Ordinance.
- B. Solid waste transported for disposal at a Torrance County Collection Station shall be secured in garbage bags, with tarps, or straps as necessary to prevent fugitive waste.
- C. Hazardous waste may, at the sole discretion of the solid waste authority, be accepted for disposal at Torrance County collection stations only in household quantities, and only in secure containers.
- D. Wood ash which has not cooled or which may otherwise be capable of rekindling or igniting a fire if brought in contact with combustible materials may not be disposed at Torrance County collection stations.
- E. No garbage, solid waste, or debris shall be burned within the county.

SECTION 7: SOLID WASTE CONTAINERS

- A. Haulers are expressly prohibited from using County solid waste containers for the disposal of solid waste and C&D debris.
- B. The owner of every mobile home park shall provide for the collection of not less than .5 cubic yards of solid waste weekly per mobile home space. If the County Manager or her designee determines that additional containers are necessary, she may order such additional containers as may be required to prevent the accumulation of solid waste or litter.
- C. The owner of every multi-family residential development consisting of five (5) or more units shall provide for the collection of not less than .5 cubic yards of solid waste weekly per residential unit. If the County Manager or her designee determines that additional containers are necessary, she may order such additional containers as may be required to prevent accumulation of solid waste or litter.
- D. Any person using a County solid waste container shall comply with the rules and regulations established from time to time by the County Commission for the use, care and location of such containers and shall keep the lids and covers furnished for such containers closed at all times except when they are being filled or emptied.
- E. Any solid waste, litter or C&D debris deposited in the County solid waste containers shall be reduced in size to no more than four (4') feet in length.
- F. In the event that the County solid waste container is full, solid waste shall not be placed on the ground or in proximity to the containers so as to constitute a litter or health hazard or become blown and scattered.
- G. No person shall impede access to a County solid waste container other than when necessary to remove and deposit solid waste.

SECTION 8: DAMAGE TO SOLID WASTE CONTAINERS

A. No person, including children, shall be on top of or inside the County solid waste containers.

- B. No person shall intentionally damage any County solid waste container.
- C. Any person who damages a County solid waste container shall be liable to the County for the cost, repair, or replacement of such container, in addition to the penalties provided in Section 16 of this Ordinance.

SECTION 9: HAZARDOUS WASTE AND GREENWASTB

- A. Hazardous wastes in greater than household quantities shall not be disposed at Torrance County collection stations. Such waste shall be disposed of in accordance with any applicable county, state and federal laws or regulations, at the expense of the person accumulating such waste.
- B. Greenwaste shall only be disposed at designated Torrance County collection stations.

SECTION 10: CONSTRUCTION SITES AND TRANSFORATION OF MATERIALS

- A. Any person who has secured a state building permit shall, prior to commencement of any construction activity in the County, furnish or place on that property a container or fenced area of suitable size and design to contain all solid waste, litter, or C&D debris which may be disturbed or removed from the premises or property by the wind or elements.
- B. No person generating solid waste or C&D debris shall allow solid waste or litter of any kind to be blown or be carried by the elements from the premises or property for which the building permit was secured.
- C. Any person engaged in construction or demolition shall remove the solid waste, litter, and C&D debris, including structural parts, from the construction site and contain their elements from scattering in the same manner as set out above. C&D debris or solid waste shall be removed and disposed on within five (5) days of completion to an approved solid waste or C&D debris facility.

SECTION 11: SCAVENGING PROHIBITED

- A. No person shall remove, collect, or disturb solid waste or C&D debris stored in or disposed in a solid waste facility or solid waste container unless authorized by the County.
- B. No person shall remove any solid waste or C&D debris from a solid waste container and scatter the same upon any public or private property.
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- B. No person shall remove any solid waste or C&D debris from a solid waste container and scatter the same upon any public or private property.

SECTION 12: REGULATIONS ADOPTED

The laws of the State of New Mexico dealing with solid waste management and all regulations promulgated and published pursuant to those laws for the New Mexico Environment Department or any division thereof, (or any successor department, agency or division), along with any subsequent revisions or amendments to such laws or regulations, are hereby adopted and incorporated herein by reference and made a part of this Ordinance; provided, however, the penalty provisions herein shall apply to violations prosecuted under this Ordinance.

SECTION 13: SOLID WASTE MANAGEMENT FEE

- A. Payment of the solid waste management fee shall be the obligation of the responsible party for each residence located in the unincorporated area of Torrance County.
- B. The County Commission shall set fees for solid waste management based on the actual or projected cost to collect, transport and recycle or dispose of such solid waste. Unmet actual costs resulting from unpaid fees or certain discounts defined and approved by the County Commission shall be the responsibility of the County Commission.
- C. If there are multiple residences on a property, the solid waste management fee shall be assessed on each such residence.
- D. The solid waste management fee, and any subsequent modification thereof, shall be established and adopted through resolution by the County Commission.
- E. Any responsible party owning or possessing a vacant residence may be entitled to a reduction of the solid waste management fee, according to administrative guidelines established and adopted through resolution by the County Commission. Any property owner falsely certifying that a residence is vacant is in violation of this Ordinance, and is subject to penalties set forth in Section 16. A.

SECTION 14: LIENS

- A. All fees arising under this Ordinance shall be payable by the responsible party of the residence being served at the time the rate or charge accrues and becomes due. The County of Torrance shall be entitled to a lien upon the residence and upon the tract or parcel of land being served for failure to pay such fees pursuant to the authority granted under Section 3-36-1 et seq. NMSA 1978, which lien shall be a first and prior lien on the property coequal with municipal liens pursuant to Section 3-36-2 NMSA 1978, but subject only to the lien of general state and county taxes.
- B. The hen provided for in this section shall be enforced in the manner prescribed in Sections 3-36-7 NMSA 1978. For purposes of this section, such action shall be taken by the Torrance County Clerk. In any proceedings where pleadings are required, it shall be sufficient to declare that the general purpose of said lien is for the service supplied for the collection, transportation and disposal of solid waste.
- C. The charges and fees imposed herein are the obligation of the responsible party of the premises, regardless of whether occupied by an owner, tenants or others, and the County may file a lien against the property for such charges, penalties, costs of enforcement, including attorney's fees incurred in filing the lien.

SECTION 15: POWERS OF THE COUNTY

In connection with the operation of a solid waste collection system, the Torrance County Board of Commissioners may:

- A. Execute contracts on behalf of the County, with any municipality, county, or other unit of government, including the Estancia Valley Solid Waste Authority, or any private entity for the collection, transportation and recycling or disposal of solid waste generated in the unincorporated areas of Torrance County.
- B. Regulate the collection, transportation and recycling or disposal of solid waste and C&D debris by any person within the unincorporated areas of Torrance County.
- C. Establish, assess and collect fees directly or through its authorized agent from responsible parties in amounts designated herein;
- D. Coordinate the collection, transportation and recycling or disposal of solid waste and C&D debris in consultation with the New Mexico Department of Environment.
- E. Develop, or authorize any contractor, including the Estancia Valley Solid Waste Authority, for the collection, transportation and recycling or disposal of solid waste generated in the unincorporated areas of Torrance County, to develop, operating policies and procedures for the implementation of the provisions of this Ordinance.

SECTION 16: PENALTIES

- A. Persons violating the Ordinance shall, upon conviction, be subject to a fine not to exceed THREE HUNDRED (\$300.00) DOLLARS and/or NINETY (90) days in jail for each separate offense, except as set forth in Paragraphs B and C below.
- B. Persons violating this Ordinance by discarding or disposing of solid waste or litter on public or private property in any manner other than by disposing of it in an authorized container, convenience center, or landfill shall, upon conviction, be subject to a fine not to exceed ONE THOUSAND (\$1,000.00) DOLLARS.
- C. Each violation shall constitute a separate offense. Each day an offense continues shall also constitute a separate offense.

SECTION 17: SEVERABILITY

If any article, section, subsection, paragraph, sentence, clause, phrase, provision or portion of any article, section, subsection, paragraph, sentence, clause, phrase or provision in this Ordinance is, for any reason, held to be unconstitutional, invalid or void, the remaining portions shall not be affected since it is the express intention of the Torrance County Board of Commissioners to pass such article, section, subsection, paragraph, sentence, clause, phrase or provision and every part thereof separately and independently from every other part.

SECTION 18: EFFECTIVE DATE

This Ordinance shall be recorded and authenticated by the County Clerk following adoption by the Board of County Commissioners. The effective date of this Ordinance shall be thirty days after the Ordinance has been recorded.

ORIGINALLY PASSED APPROVED AND SIGNE Commissioners of Torrance County, New Mexico	D the day of, 1994, by the Board of County
AMENDED on the <u>13th</u> day of <u>April</u> , <u>2016</u> Torrance County, New Mexico.	, by the Board of County Commissioners of
AMENDED on the 25 th day of August 2021, by the New Mexico.	e Board of County Commissioners of Torrance County,
APPROVED AS TO FORM ONLY:	BOARD OF COUNTY COMMISSIONERS
County Attorney Date	Ryan Schwebach, Chair
	Kevin McCall, Vice Chair
ATTEST:	Leroy Candelaria, Member
Yvonne Otero, County Clerk	
Date:	

TORRANCE COUNTY

Ordinance No. 2021-___

SOLID WASTE MANAGEMENT ORDINANCE AMENDMENTS

WHEREAS, the current version of the Torrance County Solid Waste Management Ordinance was last revised in 2016; and,

WHEREAS, the 2016 version of the Ordinance is substantially identical to the original version passed in 1994, it did not adjust for departmental authority over personnel tasked with enforcement of portions of this Ordinance; and,

WHEREAS, Planning & Zoning Department personnel are utilized to enforce portions of this Ordinance; and,

WHEREAS, funding for equipment, supplies, vehicle maintenance, and vehicle fuel to enforce portions of this Ordinance is derived from the Planning & Zoning budget; and,

WHEREAS, the Planning & Zoning Director or Department Head has supervisory authority of department personnel; and,

WHEREAS, discarded appliances are considered to be solid waste; and,

WHEREAS, wording of the Interpretation and Conflict section of 2006 version of the Ordinance conflicts with itself.

NOW, THEREFORE BE IT ORDAINED by the Torrance County Board of Commissioners as follows:

SECTION 1: SHORT TITLE

This Ordinance shall be known as the "SOLID WASTE MANAGEMENT ORDINANCE," and shall be referred to herein as "this Ordinance."

SECTION 2: AUTHORITY

This ordinance is enacted pursuant to the authority granted to counties to provide for the safety and preserve the health of the residents of the county as set forth in Section 4-37-1 NMSA 1978; the authority provided in Sections 4-56-1 through 4-56-3 NMSA ,1978 which authorizes the county to establish and maintain, manage and supervise a system of storage, collection and disposal of all refuse; and the authority provided in Sections 3-36-1 through 3-36-7 NMSA 1978 which enables the county to attach liens for unpaid charges established by ordinance.

SECTION 3: INTERPRETATION AND CONFLICT

The regulations provided herein are held to include the minimum standards necessary to carry out the purposes of this Ordinance. This Ordinance is not intended to interfere with, abrogate or annul any other valid ordinances. Whenever any provisions of this Ordinance are more or less restrictive than other laws, ordinances, or Torrance County resolutions, then whichever is the more restrictive shall govern.

SECTION 4: DEFINITIONS:

A. <u>Word Construction</u> - Words used in the present tense include the future; words in the masculine include the feminine; and words in the singular include the plural.

B. <u>Definitions</u> — the following definitions apply to this Ordinance

- "Clean Fill is broken concrete, brick, rock, stone, glass, reclaimed asphalt pavement, or uncontaminated soil generated from construction and demolition activities. Reinforcement materials which are an integral part, such as rebar, are included. Clean fill must be free of other solid waste or hazardous waste.
- 2. "Code Enforcement Officer" is the person employed as the Planning & Zoning department head or Director or his assigns, currently known as "Zoning Enforcement Officer", as appointed by the County Commission upon adoption of revisions to the Torrance County Ordinance 90-3 dated May 11, 2016.
- 3. "Composting" is the process by which biological decomposition of organic solid waste is carried out under controlled conditions. The process stabilizes the organic fraction into a material which can be easily and safely stored, handled and used in an environmentally acceptable manner.
- 4. "Construction and Demolition (C&D) Debris" is material generally considered to be water insoluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing materials, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure project and includes rocks, soil, tree remains, trees and other vegetative matter that normally results from land clearing. If construction and demolition debris is mixed with any other types of solid waste, it loses its classification as construction and demolition debris. Construction and demolition debris does not include asbestos or liquids including, but not limited to, waste paints, solvents, sealers, adhesives or potentially hazardous materials.
- 5. "County Commission" is the Torrance County Board of Commissioners, the duly constituted governing body of Torrance County.
- "County Manager" is the chief administrative assistant to the Torrance County Board of Commissioners.
- 7. "Greenwaste" means landscape trimmings, including limbs and branches of 1 inch in diameter or greater. Does not include brush or tree stumps.
- 8. "Hazardous waste" includes material listed in 40 CFR261 classified as Toxic, Reactive, Ignitable, or Corrosive.
- 9. "Hauler" is any person transporting solid waste by whatever means for the purpose of disposing of the solid waste in a solid waste facility, except that the term does not include an individual transporting solid waste generated on or from his residential premises for the purpose of disposing of it in a solid waste facility;
 - 10. "Litter" is solid waste or debris found in public areas or generated while traveling in a motor vehicle.
 - 11. "Owner" is the property owner, whether residing on said property or not, the property being located within Torrance County and outside the corporate boundaries of the municipalities of Moriarty, Estancia, Mountainair, Encino and Willard.
 - 12. "Person" is any individual, partnership, company, corporation, firm, association, trust, estate, state and federal agency, institution, county, city, town, village, or municipality or

- other legal entity, however organized,
- 13. "Premises" is defined as a structure, whether designed for residential or commercial use, located on any property within Torrance County and outside the corporate limits of the municipalities of Moriarty, Estancia, Mountainair, Encino and Willard.
- 14. "Residence" is any habitable dwelling or each single unit of multi-unit habitable dwellings,
- 15. "Responsible party" is defined as the owner of any premises.
- 16. "Solid Waste" is any garbage, refuse, discarded appliances, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility and other discarded material, including solid, liquid, semisolid or contained gaseous material resulting from industrial, commercial, <u>min</u>ing, and agricultural operations and from community activities.

"Solid Waste" does not include:

- a) waste from the extraction, beneficiation and processing of ores and waste materials, including phosphate rock and overburden from the mining of uranium ore, coal, copper, molybdenum and other ores and minerals;
- b) agricultural waste, including, but not limited to, manures and other crop residues returned to the soil as fertilizer or soil conditioner;
- c) sand and gravel;
- d) solid or dissolved material in domestic sewage or solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, 33 U.S.C. Section 1342 or source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954,42 U.S.C. Section 2011 et seq.;
- e)any material regulated by Subtitle C of the federal Resource Conservation and Recovery Act, or substances regulated by the federal Toxic Substance Control Act.
- 17. "Solid Waste Facility means any public or private system, facility, location, improvements on the land, structures or other appurtenances or methods used for processing, transformation, recycling, or disposal of solid waste, including landfill disposal facilities, transfer stations, convenience centers, resource recovery facilities, and incinerators, or any facility that processes, recycles, transforms, transfers, or otherwise handles low level or high level radioactive waste or transuranic wastes, and other facilities not specified, A "Solid Waste Facility" does not include a residential "backyard" composting pile that composts organic solid waste generated on-site or any facility or person accepting, stockpiling, or using clean fill material as long as:
 - a) the clean fill material does not create a public nuisance or adversely affect the environment;
 - b) the material is not placed in a watercourse or in any other manner inconsistent with the Water Quality Control Commission regulation 2-201 "Disposal of Refuse."

SECTION 5: ACCUMULATION OF SOLID WASTE, LITTER, AND C&D DEBRIS: REMOVAL: PENALTY

- A. No person shall permit to accumulate any solid waste on property owned, leased or occupied by that person within two hundred (200) feet of another occupied premises, except in covered wateright containers made of metal or plastic.
- B. No person shall throw, place, dump, or dispose of any solid waste, litter, or C&D debris on any road, street, gutter, sidewalk or alley, or on any public property or another's private property.
- C. No person (whether owner, tenant, lessee, manager or other person) shall permit any solid waste, litter, or C&D debris or any composition or residue thereof which is in an unsanitary condition or hazardous to public health to remain upon the property.
- D. No person shall cast, place, sweep or deposit any solid waste, litter, or C&D debris in such a manner that it may be carried or deposited by the elements upon any road, street, sidewalk, alley, sewer, parkway or other public place or private property within the County.
- E. Any accumulation of solid waste, litter, or C&D debris in violation of the terms of this Ordinance is hereby declared to be a nuisance and is unlawful.
- F. Subject to any limitations or otherwise provided by law, the Sheriff, his Deputy, the Zoning Director, or his designated Zoning Officer is authorized, upon issuance of a warrant, to inspect and enter any property where he has reasonable cause to suspect that unlawful accumulations of solid waste, refuse, litter, or C&D debris may exist.
 - If, upon the basis of such inspection, the Sheriff, his Deputy, the Zoning Director, or his Zoning Enforcement Officer finds that a violation of Subsections A-E of this Section exists, he shall notify in writing the owner or any other person with an interest in or control of the property (whether, tenant, lessee, manager or other person) to correct such violation within a designated period of time, from ten (10) days up to thirty (30) days.
 - 2) Upon the failure, neglect or refusal of any person, owner, tenant, lessee, manager or occupant to properly correct any such violations within the time prescribed (or within five [5] days of the return of such prescribed notice as undeliverable if the notice is served by mail), the County Commission may contract for the correction of the unlawful accumulation, or order its correction by the County, at the expense of the person, owner, tenant, lessee, manager or occupant in charge of the property.
- G. If the Sheriff his Deputy, the Zoning Director, or his Zoning Enforcement Officer finds that the unlawful accumulation of solid waste, litter, or C&D debris presents a clear and present danger to the public health, safety and welfare, and immediate measures are required to alleviate this clear and present danger, the County Manager may waive the ten (10) day notification period.
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- B. No person shall remove any solid waste or C&D debris from a solid waste container and scatter the same upon any public or private property.

SECTION 12: REGULATIONS ADOPTED

The laws of the State of New Mexico dealing with solid waste management and all regulations promulgated and published pursuant to those laws for the New Mexico Environment Department or any division thereof, (or any successor department, agency or division), along with any subsequent revisions or amendments to such laws or regulations, are hereby adopted and incorporated herein by reference and made a part of this Ordinance; provided, however, the penalty provisions herein shall apply to violations prosecuted under this Ordinance.

SECTION 13: SOLID WASTE MANAGEMENT FEE

- A. Payment of the solid waste management fee shall be the obligation of the responsible party for each residence located in the unincorporated area of Torrance County.
- B. The County Commission shall set fees for solid waste management based on the actual or projected cost to collect, transport and recycle or dispose of such solid waste. Unmet actual costs resulting from unpaid fees or certain discounts defined and approved by the County Commission shall be the responsibility of the County Commission.
- C. If there are multiple residences on a property, the solid waste management fee shall be assessed on each such residence.
- D. The solid waste management fee, and any subsequent modification thereof, shall be established and adopted through resolution by the County Commission.
- E. Any responsible party owning or possessing a vacant residence may be entitled to a reduction of the solid waste management fee, according to administrative guidelines established and adopted through resolution by the County Commission. Any property owner falsely certifying that a residence is vacant is in violation of this Ordinance, and is subject to penalties set forth in Section 16. A.

SECTION 14: LIENS

- A. All fees arising under this Ordinance shall be payable by the responsible party of the residence being served at the time the rate or charge accrues and becomes due. The County of Torrance shall be entitled to a lien upon the residence and upon the tract or parcel of land being served for failure to pay such fees pursuant to the authority granted under Section 3-36-1 et seq. NMSA 1978, which lien shall be a first and prior lien on the property coequal with municipal liens pursuant to Section 3-36-2 NMSA 1978, but subject only to the lien of general state and county taxes.
- B. The hen provided for in this section shall be enforced in the manner prescribed in Sections 3-36-7 NMSA 1978. For purposes of this section, such action shall be taken by the Torrance County Clerk. In any proceedings where pleadings are required, it shall be sufficient to declare that the general purpose of said lien is for the service supplied for the collection, transportation and disposal of solid waste.
- C. The charges and fees imposed herein are the obligation of the responsible party of the premises, regardless of whether occupied by an owner, tenants or others, and the County may file a lien against the property for such charges, penalties, costs of enforcement, including attorney's fees incurred in filing the lien.

SECTION 15: POWERS OF THE COUNTY

In connection with the operation of a solid waste collection system, the Torrance County Board of Commissioners may:

- A. Execute contracts on behalf of the County, with any municipality, county, or other unit of government, including the Estancia Valley Solid Waste Authority, or any private entity for the collection, transportation and recycling or disposal of solid waste generated in the unincorporated areas of Torrance County.
- B. Regulate the collection, transportation and recycling or disposal of solid waste and C&D debris by any person within the unincorporated areas of Torrance County.
- C. Establish, assess and collect fees directly or through its authorized agent from responsible parties in amounts designated herein;
- D. Coordinate the collection, transportation and recycling or disposal of solid waste and C&D debris in consultation with the New Mexico Department of Environment.
- E. Develop, or authorize any contractor, including the Estancia Valley Solid Waste Authority, for the collection, transportation and recycling or disposal of solid waste generated in the unincorporated areas of Torrance County, to develop, operating policies and procedures for the implementation of the provisions of this Ordinance.

SECTION 16: PENALTIES

- A. Persons violating the Ordinance shall, upon conviction, be subject to a fine not to exceed THREE HUNDRED (\$300.00) DOLLARS and/or NINETY (90) days in jail for each separate offense, except as set forth in Paragraphs B and C below.
- B. Persons violating this Ordinance by discarding or disposing of solid waste or litter on public or private property in any manner other than by disposing of it in an authorized container, convenience center, or landfill shall, upon conviction, be subject to a fine not to exceed ONE THOUSAND (\$1,000.00) DOLLARS.
- C. Each violation shall constitute a separate offense. Each day an offense continues shall also constitute a separate offense.

SECTION 17: SEVERABILITY

If any article, section, subsection, paragraph, sentence, clause, phrase, provision or portion of any article, section, subsection, paragraph, sentence, clause, phrase or provision in this Ordinance is, for any reason, held to be unconstitutional, invalid or void, the remaining portions shall not be affected since it is the express intention of the Torrance County Board of Commissioners to pass such article, section, subsection, paragraph, sentence, clause, phrase or provision and every part thereof separately and independently from every other part.

SECTION 18: EFFECTIVE DATE

This Ordinance shall be recorded and authenticated by the County Clerk following adoption by the Board of County Commissioners. The effective date of this Ordinance shall be thirty days after the Ordinance has been recorded.

ORIGINALLY PASSED APPROVED AND SIGNED Commissioners of Torrance County, New Mexico.	O the <u>12</u> day of <u>DEC</u> , 1994, by the Board of County
AMENDED on the <u>13th</u> day of <u>April</u> , <u>2016</u> Torrance County, New Mexico.	, by the Board of County Commissioners of
AMENDED on the 25 th day of August 2021, by the New Mexico.	Board of County Commissioners of Torrance County,
APPROVED AS TO FORM ONLY:	BOARD OF COUNTY COMMISSIONERS
County Attorney Date	Ryan Schwebach, Chair
	Kevin McCall, Vice Chair
ATTECT	Leroy Candelaria, Member
ATTEST:	
Yvonne Otero, County Clerk	
Date:	



Agenda Item No. 13-B

Infrastructure Capital Improvement Plan FY 2022-2026

Torrance County Project Summary

					-				Total	Amount	
ID Year Rank	Year Rank Project Title	Category	Funded to data				1	,	Project		
	- vara	Category	to date	2022	2023	2024	2025	2026	Cost	Funded P	Phases?
26827 2022 001	26827 2022 001 County Fair Ground Improvements	Facilities - Other	155,000	808,000	4,125,000	893,200	893,200 1,250,000	150,000	7,381,200	7,381,200 7,226,200	Yes
20624 2022 002	New County Government Offices	Facilities - Administrative Facilities	210,800 10,000,000	0,000,000	250,000	0		0	10,460,800 10,250,000	10,250,000	Yes
36621 2022 003	Riley Road Improvements	Transportation - Highways/Roads/Bridges	0	0 1,900,000	0	0	0	0	1,900,000	1,900,000 1,900,000	N _o
14072 2022 004	14072 2022 004 County Road Improvements	Transportation - Highways/Roads/Bridges	20,000	1,000,000	0	0	0	0	1,050,000	1,000,000	No
26803 2022 005	2022 005 Road Department Equipment	Equipment - Other	158,000	150,000	100,000	100,000	0	0	508,000	350,000	Yes
25657 2022 006	2022 006 4x4 Sheriff Patrol Vehicles	Vehicles - Public Safety Vehicle	185,000	164,453	164,453	164,453	164,453	164,453	1,007,265	822,265	Yes
37623 2022 007	Security System for 911 Dispatch Center Facilities - Administrative Facilities	Facilities - Administrative Facilities	0	75,500	0	0	0	0	75,500	75,500	No
36646 2022 008	Security Fencing / Target Hardening	Facilities - Other	26,857	38,500	40,000	40,000		0	145,357	118,500	Yes
36651 2022 009	Restoration and Preservation of Historical Other - Other Records	ul Other - Other	. 0	000,09	75,000	26,000	0	0	161,000	161,000	N _o
28448 2022 010	Duran Water System Improvements	Water - Water Supply	120,000 1,500,000	,500,000	0	0	0	0	1,620,000	1,620,000 1,500,000	N _o
35056 2022 011	Animal Shelter Expansion	Facilities - Administrative Facilities	0	71,500	0	. 0	0	0	71,500	71,500	No
37624 2022 012	Abo Water System Development	Water - Water Supply	0	50,000	110,000	980,000	0	, 0	1,140,000	1,140,000	Yes
37625 2022 013	Emergency Management Facility and Shelter	Facilities - Other	100,000	380,000	0	0	0	0	480,000	380,000	Yes
36698 2023 001	36698 2023 001 Mescalero Reservoir Dam Mitigation.	Water - Storm/Surface Water Control	0	0	28,600	0	0	0 .	28,600	28,600	Yes

Torrance County/ICIP 22000

Wednesday, October 7, 2020

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10565 2023 002	10565 2023 002 Volunteer Fire Dept Equipment	Facilities - Fire Facilities	0	0	200,000	125,000	125,000	125,000	575,000	575,000	Yes
18517 2023 003	18517 2023 003 New Type 4 Urban Interface Apparatus	Vehicles - Public Safety Vehicle	o el	0	200,000	0	0	0	200,000	200,000	No
14143 2023 004	14143 2023 004 Road Vehicles	Equipment - Other	0	0	120,000	120,000	120,000	120,000	480,000	480,000	Yes
10012 2023 005	10012 2023 005 Emergency Services Infrastructure	Facilities - Other	0	0	55,000		0	0	55,000	55,000	N _o
18519 2023 006	18519 2023 006 Water System Upgrade	Water - Water Supply	0	0	132,000	0	0	0	132,000	132,000	No.
26830 2023 007	26830 2023 007 Purchase and Equip Medical Response Vehicles	Equipment - Public Safety Equipment	0	0	225,000	0	0	0	225,000	225,000	No.
Number of projects: Grand Totals	cts: 20 Funded to date: Year 1: 1,005,657 16,197,953	: Year 2: 3 5,825,053	Year 3: 2,448,653	Year 4: 1,659,453		Year 5: 559,453	Total	Total Project Cost: 27,696,220		Total Not Yet Funded: 26,690,564	nded: 0,564

Infrastructure Capital Improvement Plan FY 2022-2026

Estancia Senior Center (PMS) Project Summary

•			Funded				-		Total	Amount	
ID Year Rank	Year Rank Project Title	Category	to date 2022	2022	2023	2024	2025	2026	Cost	Not ret Funded Phases?	ases?
36912 2022 001	36912 2022 001 Estancia Senior Center Renovations	Facilities - Senior Facilities	0	126,500	10,000	10,000	10,000	10,000	166,500	166,500	N _o
36909 2022 002	36909 2022 002 Purchase and Equip	Vehicles - Senior Facility Vehicle	45,333	30,000	0	52,000	0	0	127,333	82,000	No
	Denvery/ Hansportanon venicie										İ
Number of projects:	s: 2									. •	
	Funded to date: Year 1:	Year 2:	Year 3:	Year 4:		Year 5:	Total I	Total Project Cost:		Total Not Yet Funded:	ded:
Grand Totals	45,333 156,500	10,000	62,000	10,000		10,000		293,833		24	248,500

Monday, October 19, 2020

Estancia Senior Center (PMS)/ICIP 22024

Moriarty Senior Center Project Summary

			Funded						Total Project	Amount Not Vet	,
ID Year Rank Project Title	oject Title	Category	to date 2022	2022	2023	2024	2025	2026	Cost	Funded Phases?	hases?
36934 2022 001 Ne	36934 2022 001 New Senior Center Building	Facilities - Senior Facilities	0	75,000	30,000	550,000	0	0	655,000	655,000	Yes
37213 2022 002 Ma	37213 2022 002 Moriarty Senior Center Renovations	Facilities - Senior Facilities	0	60,500	0	0	0	0	60,500	60,500	No
36930 2022 003 Purchase and Equip Delivery/Transportat	Purchase and Equip Delivery/Transportation Vehicle	Vehicles - Senior Facility Vehicle	45,333	30,000	0	52,000	0	0	127,333	82,000	No
Number of projects: Grand Totals	3 Funded to date: Yes 45,333 165	Year 1: Year 2: Year 5: Year 5: Ye5,500 30,000 6	Year 3: 602,000	Year 4:		Year 5:	Total P	Total Project Cost: 842,833		Total Not Yet Funded: 797,500	Funded:

Infrastructure Capital Improvement Plan FY 2022-2026

Mountainair Senior Center Project Summary

									Total	Amount	
ID Year Rank Project Title	roject Title	Category	Funded to date	2022	2023	2024	2002	. 9000	Project Cost	Not Yet Funded Phace?	63036
							-	2070	-	T PARTY	500
36944 2022 001	36944 2022 001 Senior Center Renovations	Facilities - Senior Facilities	0	176,000	0	0	0	0	176,000	176,000	Yes
36940 2022 002 I	36940 2022 002 Delivery/Transportation Vehicle	Vehicles - Senior Facility Vehicle	45,333	30,000	0	0 52,000	0	0	127,333	82,000	No
Number of projects:											
Grand Totals	Funded to date: Year 1: 45,333 206,000	Year 2: Year 3: 0 52,000	3 : 00	Year 4:		Year 5: 0	Total F	Total Project Cost: 303,333		Total Not Yet Funded: 258,000	F unded: 258,000



Agenda Item No. 13-C



Agenda Item No. 14-A



Agenda Item No. 14-B



Agenda Item No. 14-C



Agenda Item No. 15



Agenda Item No. 16



Agenda Item No. 17