



TORRANCE COUNTY
COMMISSION MEETING

June 8, 2022

9:00 A.M.

For Public View
Do Not Remove



Torrance County

BOARD OF COUNTY COMMISSIONERS (BCC)

Ryan Schwebach, Chair, District 2

LeRoy M. Candelaria, Vice Chair, District 3

Kevin McCall, Member, District 1

Janice Y. Barela, County Manager

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

ADMINISTRATIVE MEETING AGENDA

WEDNESDAY, June 8, 2022 @ 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. ROAD:** Announcement of Employee Service Year Pin: Carl Austin (2).
- 6. BOARD AND COMMITTEE APPOINTMENTS**
- 7. PUBLIC COMMENT and COMMUNICATIONS**
- 8. APPROVAL OF MINUTES**
 - A. CLERK:** Motion to approve the May 25, 2022, Torrance County Commission Meeting Minutes (Not included in Agenda Packet).
- 9. APPROVAL OF CONSENT AGENDA**
 - A. FINANCE:** Motion to approve payables.
- 10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**
- 11. ADOPTION OF RESOLUTION**
 - A. FINANCE:** Motion to approve Resolution 2022-____, Budget Adjustments.

B. MANAGER: Motion to approve Resolution 2022-____, Restructure of the Fair Board and Approval of Paid Contractor for Administrative Assistant Services to the Fair Board.

C. MANAGER: Motion to approve Resolution 2022-____, Proclaiming extreme or severe drought conditions and to ban the use of certain fireworks.

12. APPROVALS

A. PLANNING AND ZONING: Motion to approve the renewal of Special Use Permit for Special Waste Disposal, LLC's annual application, Public Hearing conducted on May 4, 2022.

B. GRANTS: Motion to ratify the submission of the Continuum of Graduation Sanctions (Juvenile Justice Grant) Agreement 21-690-3200-20847-2 increasing grant award for FY23 and FY24 to \$134,694/FY requiring a 40% match of \$53,877.60

C. DWI PREVENTION PROGRAM: Motion to approve the LDWI Grant Agreement for FY2023.

D. SHERIFF: Motion to ratify the submission of the Law Enforcement Retention Fund application.

E. MANAGER: Motion to approve the reclassification of a 911 Dispatcher position to an additional Training/NCIC Coordinator within the Dispatch Center, with salary as specified in the approved FY23 Budget, Dispatch Salary Schedule.

F. MANAGER: Motion to approve the cost-of-living increase of \$0.75/hour for the current Training/NCIC Coordinator in Dispatch Center, who, with the approved FY23 Budget, Dispatch Salary Schedule, is slated to only receive an increase of \$0.31/hour.

G. MANAGER: Motion to ratify the advertisement of the Finance Director position at the approved FY23 Budget salary.

H. MANAGER: Motion to approve the advertisement and hiring of new Human Resources Director at the salary approved in FY23 Budget, prior to current Human Resources Director's impending resignation, to provide opportunity for training.

13. DISCUSSION

A. MANAGER: Discussion regarding scope of work for Fairgrounds improvements.

B. MANAGER'S REPORT

C. COMMISSIONERS' REPORTS

1) Commissioner McCall, District 1

2) Commissioner Schwebach, District 2

3) Commissioner Candelaria, District 3

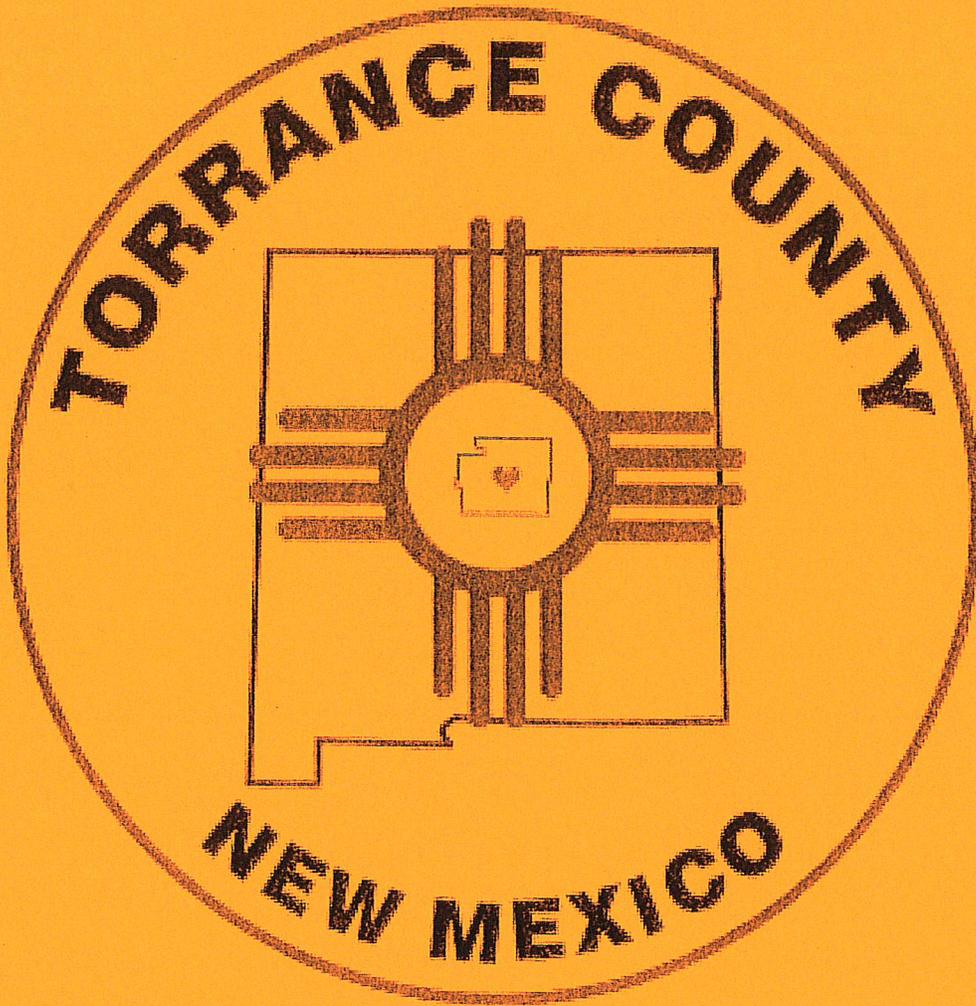
14. EXECUTIVE SESSION

15. Announcement of a Special Board of County Commissioners Meeting to certify the canvass of the 2022 Primary Election Results: June 13, 2022, at 9:00 AM.

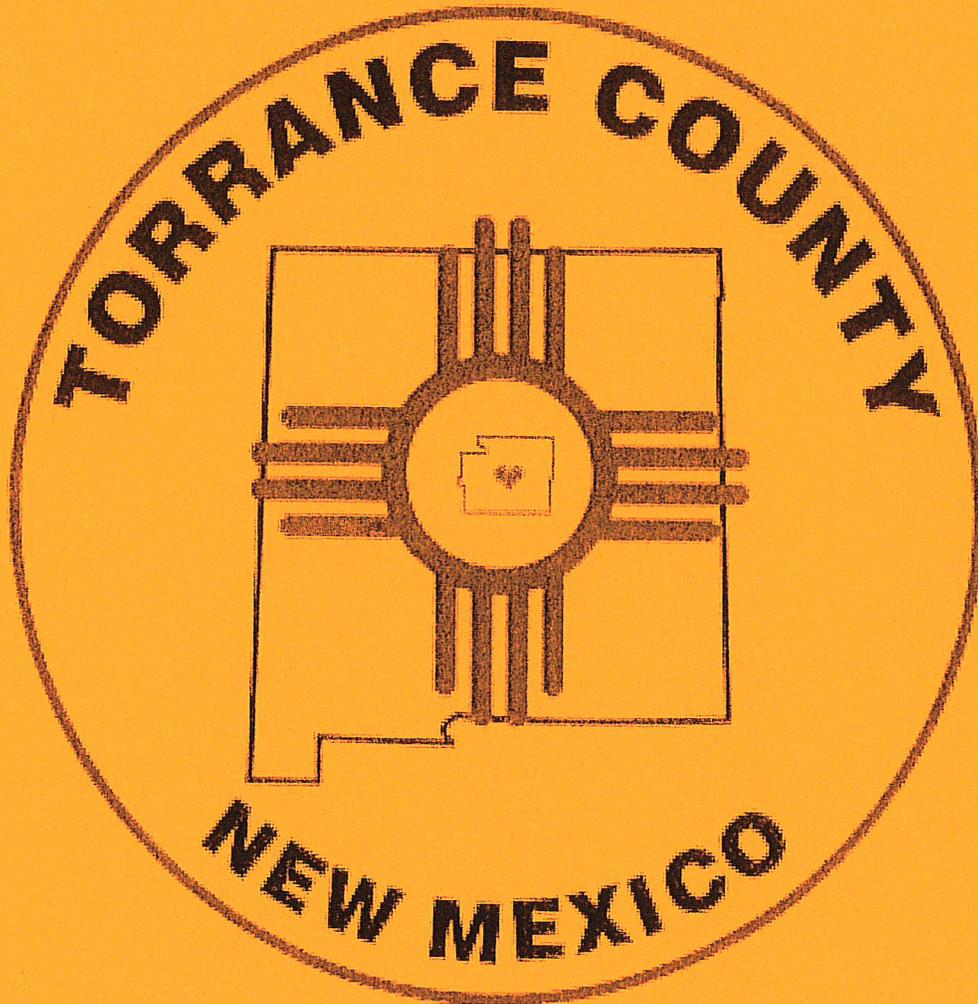
16. Announcement of the next Board of County Commissioners Meeting: June 22, 2022

17. SIGNING OF OFFICIAL DOCUMENTS

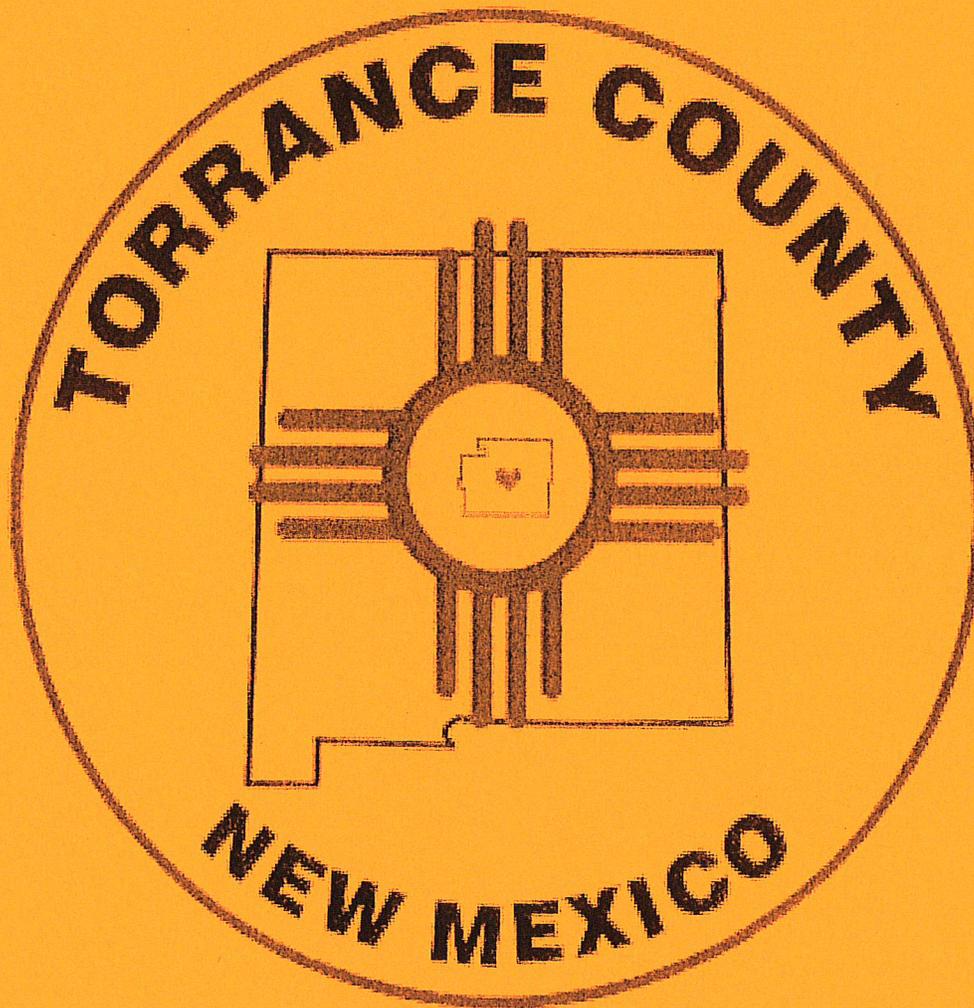
18. ADJOURN



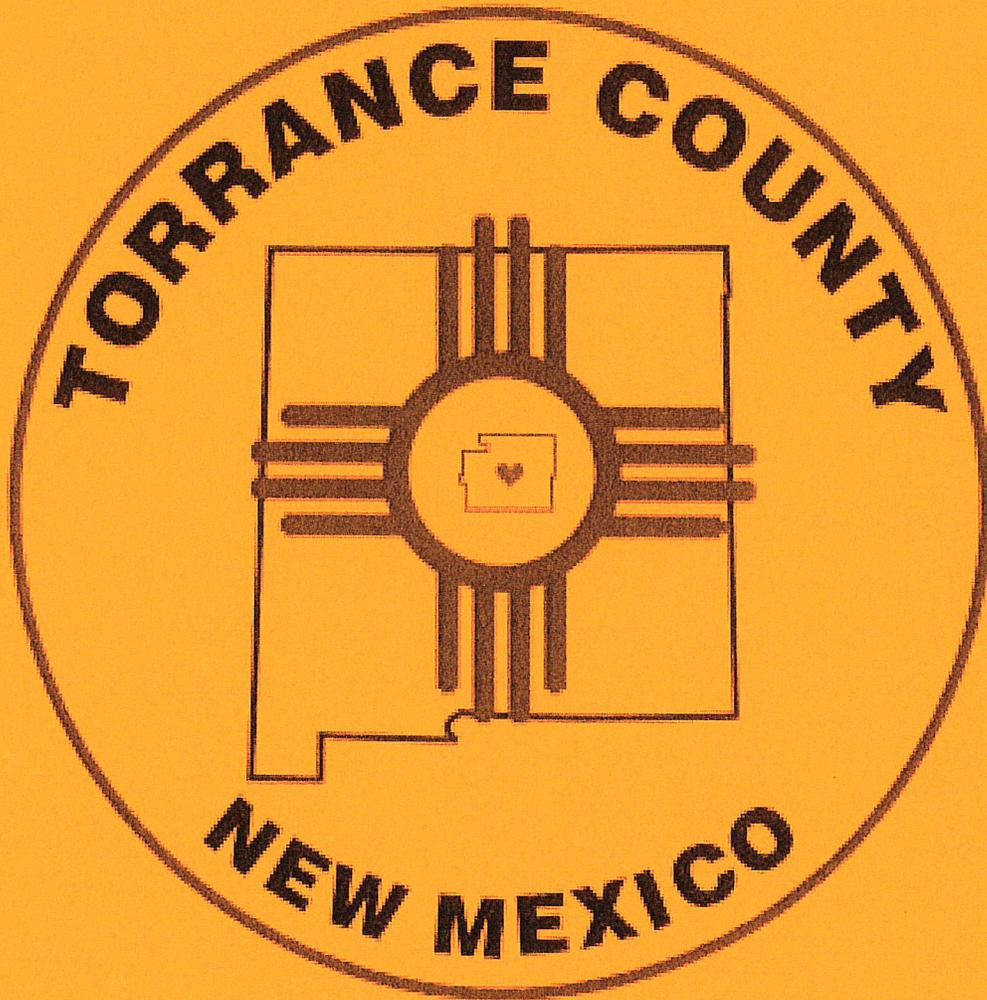
*Agenda Item
No. 1*



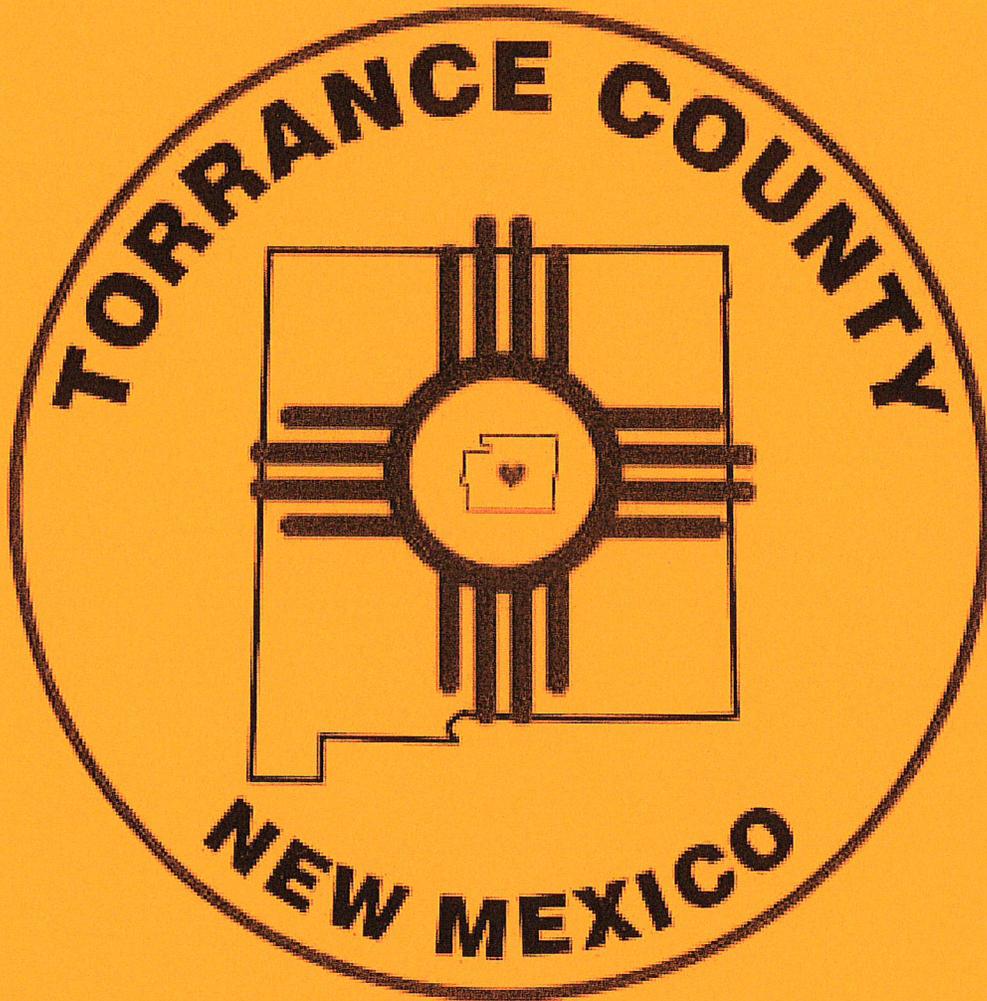
Agenda Item
No. 2



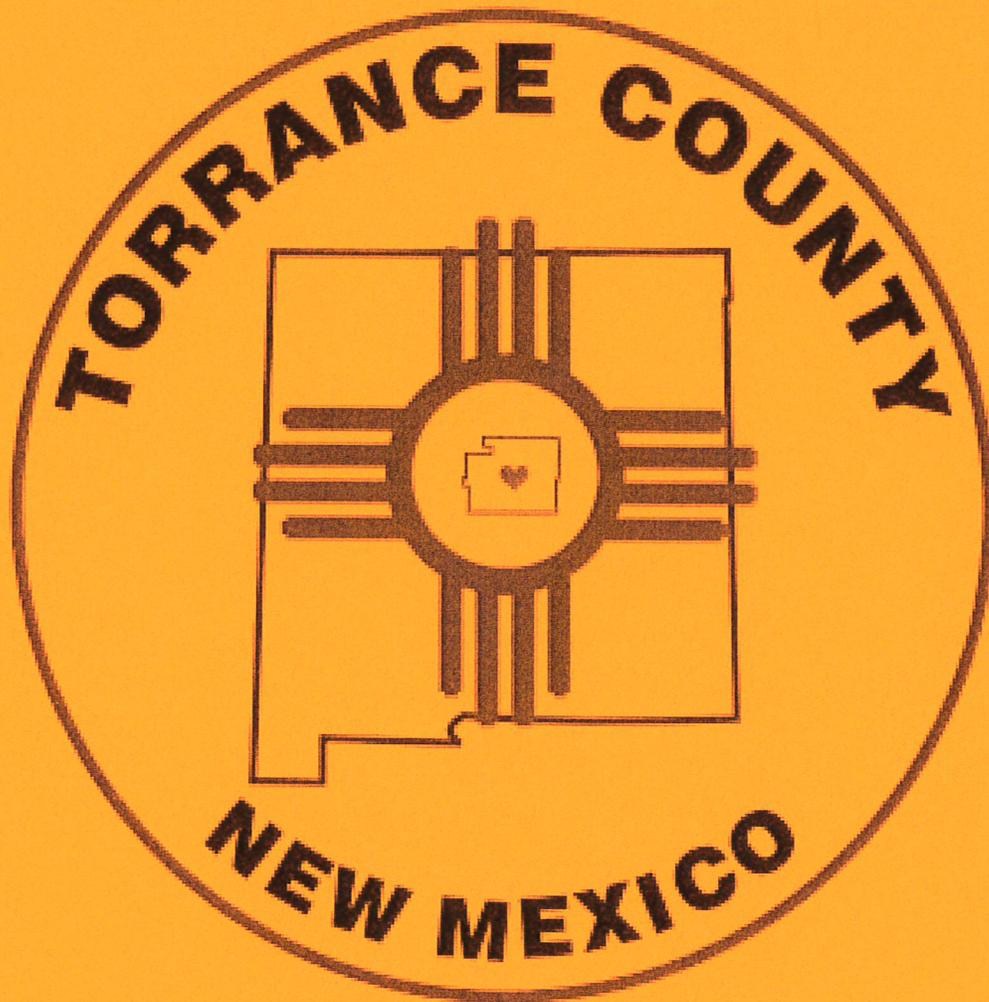
Agenda Item
No. 3



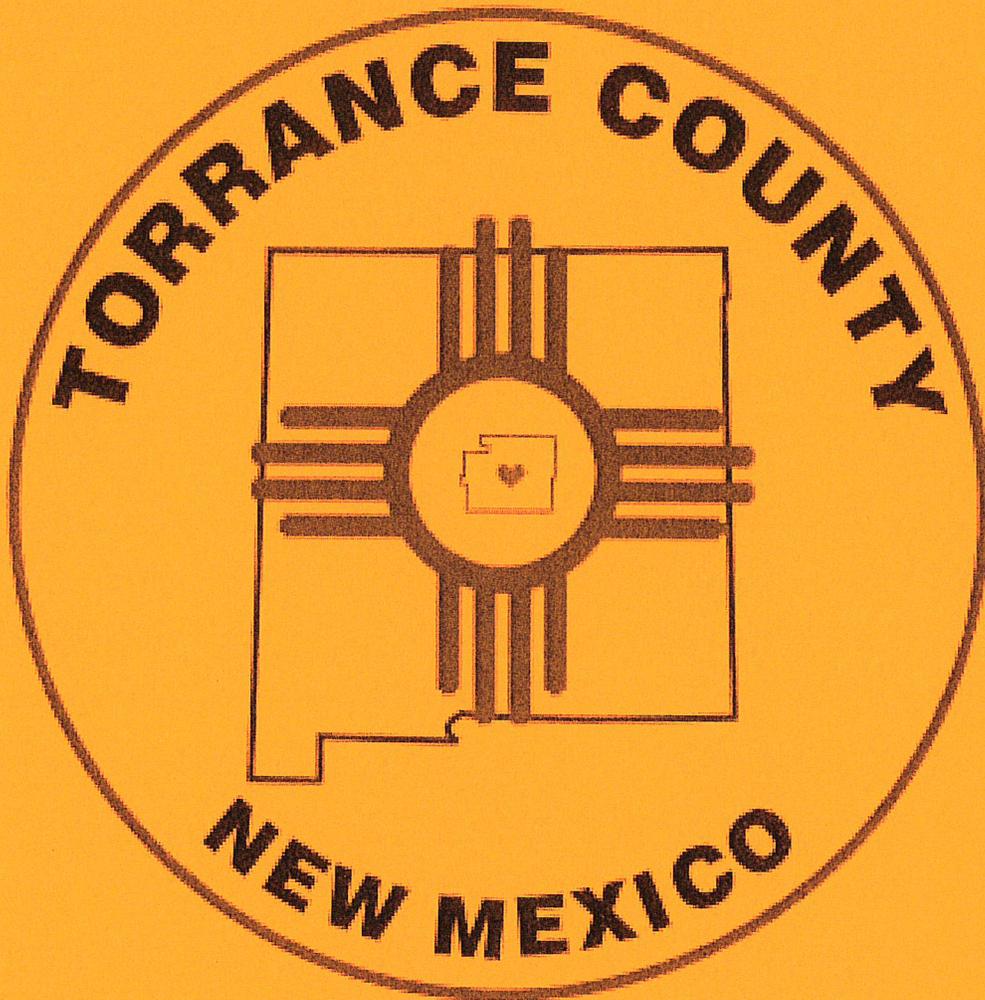
Agenda Item
No. 4



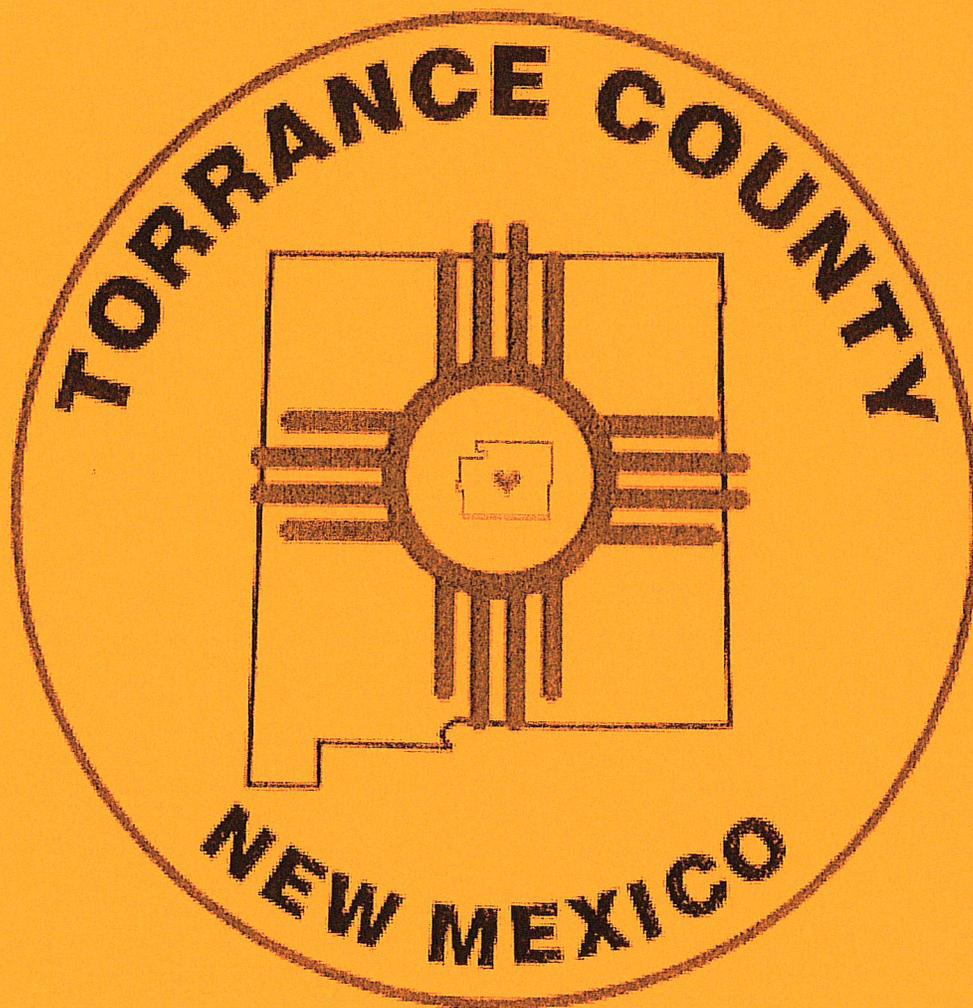
Agenda Item
No. 5-A



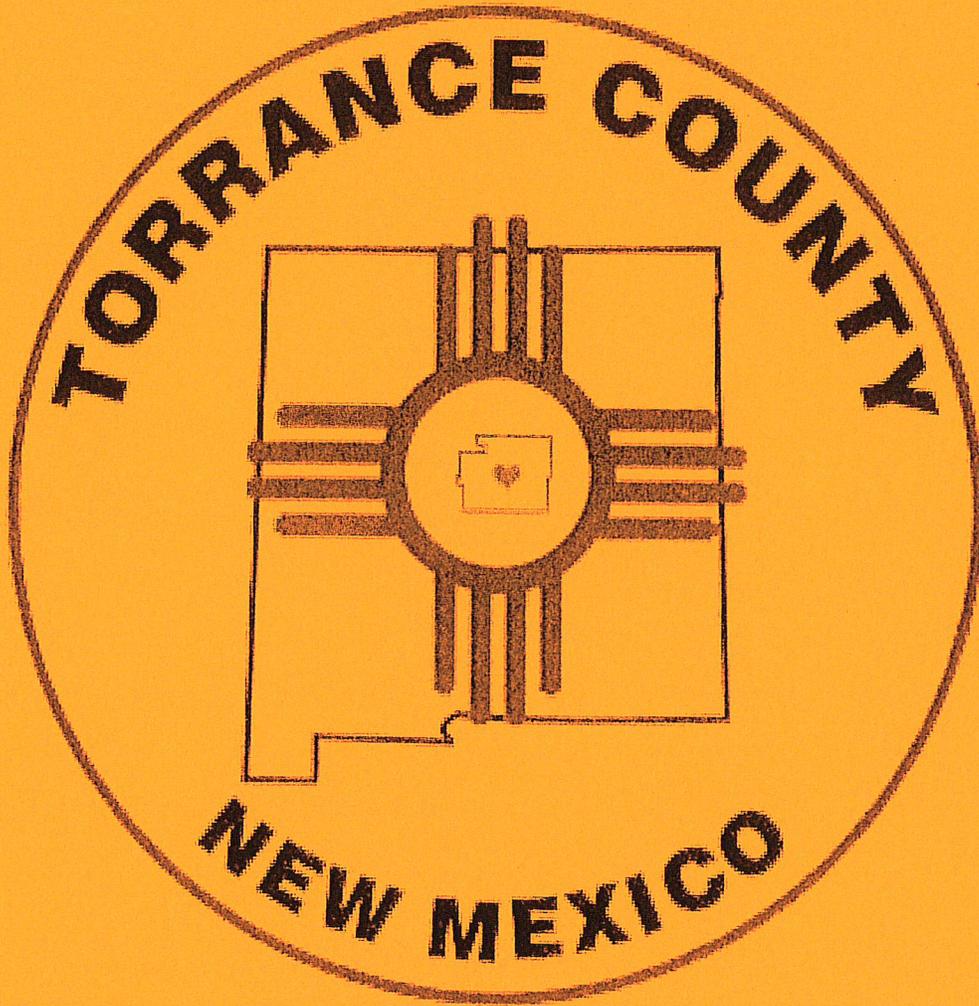
Agenda Item
No. 6



Agenda Item
No. 7



Agenda Item
No. 8-A



Agenda Item
No. 9-A

C E R T I F I C A T I O N

TOTAL CHECKS PRINTED 21

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 1,689,795.17 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 06/02/2022 . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

SIGNED

ATTEST BY

Kevin McCall

LeRoy M. Candelaria

Ryan Schwebach

Yvonne Otero

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

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	120555	ADVANCED COMMUNICATIONS	HARRIS XL-200 MULTIBAND RADIO	427-28-2655	2351922	05/23/2022	37688	6000.00
	6551.48		W/ EDACS AND P25	604-83-2248		/ /	37688	551.48
	05/23/2022		FREIGHT				37688	
			NMSWPA 10-00000-20-00048				37688	
			INVOICE#188558 ACCT#TORRAN					
EMERGENCY MANAGEMENT		6000.00	COMMUNICATIONS/EMS TAX	551.48				
=====								
01 O	120556	AMAZON BUSINESS	ELECTRICAL TESTER TO TRACE	401-65-2218	1551922	05/23/2022	37868	49.99
	501.89		BREAKERS				37868	
	05/23/2022		10-PIECE SCREDRIVER SETS	401-65-2218		/ /	37868	31.98
			DEWALT MECHANICS TOOL SET	401-65-2218		/ /	37868	228.00
			1-GALLON SAFETY GAS CAN	401-65-2218		/ /	37868	83.95
			5 GALLON SAFETY GAS CAN	401-65-2218		/ /	37868	107.97
			INVOICE#1JV9-TDMV-NQ7F ACCT#					
			A3JI65BS912J5M					
OPERATIONS & MAINTENAN		501.89						
=====								
01 O	120557	AMAZON BUSINESS	DESK NAME PLATE	911-80-2219	3551922	05/23/2022	37809	39.95
	39.95		ESTIMATED SHIPPING/GRT				37809	
	05/23/2022		INVOICE#1JWV-YVQK-9QHC ACCT#					
			A3JI65BS912J5M					
911-DISPATCH CENTER		39.95						
=====								
01 O	120558	AMBITIONS TECHNOLOGY GROUP LLC	AMBITIONS IT TICKET APRIL 2022	401-65-2213	3751922	05/23/2022		4868.00
	5251.36		TAX INVOICE#9882	401-65-2213		/ /		383.36
	05/23/2022							
OPERATIONS & MAINTENAN		5251.36						
=====								
01 O	120559	BANK OF AMERICA	44LB BAGS PEDIGREE DOG FOOD	401-82-2216	2551922	05/23/2022	37737	124.90
	3199.24		BUNDLE PACKS OF CANNED DOG FOOD	401-82-2216		/ /	37737	179.41
	05/23/2022		BUNDLE PACKS OF DOG FOOD	401-82-2216		/ /	37737	187.18
			ADDITIONAL TAX AMOUNT	401-82-2216		/ /	37737	.97
			FINGERPRINT BACKGROUND FOR	604-83-2248	2651922	05/23/2022	37761	8.30
			SAMANTHA O'DELL				37761	
			NM030013N				37761	
			GEMALTO FINGERPRINT				37761	
			NM COUNTIES CONFERENCE	604-83-2266	2751922	05/23/2022	37831	200.00
			SAMANTHA O'DELL				37831	
			INVOICE#AC2022-052022-0629-0573					
			BUSINESS CARDS - VISTA PRINT	401-55-2221	2851922	05/23/2022	37837	31.49
			JEREMY OLIVER				37837	
			JOANNA ROMERO				37837	
			NOAH SEDILLO				37837	
			ZOOM SUBSCRIPTION FOR	401-10-2269	2951922	05/23/2022	37676	161.24
			MANAGER / COMMISSION CHAMBERS				37676	
			PICKUP AND DELIVERY OF	411-92-2271	3051922	05/23/2022	37729	772.73
			COPIER/PRINTER/FAX/SCANNER				37729	
			LESSOR DESIGNATED FACILITY IN				37729	
			COMPLIANCE WITH LEASE TERMS				37729	
			FILMORA LICENSE	401-50-2272	3151922	05/23/2022	37782	43.31
			TORRANCE COUNTY SHERIFF'S OFFICE				37782	
			HEAT ELEMENTS FOR STEAM TABLE	401-27-2215	3251922	05/23/2022	37753	366.60
			SHIPPING	401-27-2215		/ /	37753	43.94
			INVOICE#19034251					

CANDY AND TRINKETS FOR 606-35-2257
APRIL 16, 2022 OUTREACH EVENT IN

3351922 05/23/2022

37739
37739

89.78

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			ESTANCIA, NM				37739	
			EVENT IN PARTNERSHIP WITH				37739	
			ESTANCIA SPECIAL EVENTS				37739	
			COMMITTEE				37739	
			INVOICE#1042000314					
			PARTS FOR ROAD DEPT FLEET	402-60-2201	3451922	05/23/2022	37858	989.39
			AIR PUMPS & FILTERS, FUEL FILTER				37858	
			FLUIDS, TOWELS, BELTS, GAGES				37858	
			BATTERIES, SWITCHES, LIGHTS,				37858	
			NAPA				37858	
ANIMAL SERVICES	492.46	COMMUNICATIONS/EMS TAX	208.30	FINANCE DEPARTMENT				31.49
COUNTY MANAGER	161.24	1/4% FIRE EXCISE TAX	772.73	COUNTY SHERIFF				43.31
MOUNTAINAIR SENIOR CEN	410.54	DWI PROGRAM	89.78	COUNTY ROAD DEPARTMENT				989.39
=====								
01 O	120560	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC FY 2022	401-50-2208	3951922	05/23/2022	37489	163.09
	9548.13		ACCT#8880270701 SHERIFF APRIL					
	05/23/2022		2022					
			MONTHLY ELECTRIC FOR FY2022	401-21-2308	4051922	05/23/2022	36691	42.15
			CLERK ACCT#8880529300					
			MONTHLY ELECTRIC FOR FY2022	604-83-2208	4151922	05/23/2022	36697	19.21
			REMAINDER FOR FY2022	604-83-2208		/ /	36697	367.06
			ACCT#8880104503/8880117505					
			CIVIL DEFENSE					
			MONTHLY ELECTRIC FOR FY2022	418-91-2208	4251922	05/23/2022	36695	58.67
			DIST 6 ACCT#207079301					
			MONTHLY ELECTRIC FOR FY2022	402-60-2208	4351922	05/23/2022	36694	23.21
			ROAD ACCT#8880133806					
			MONTHLY ELECTRIC FOR FY2022	401-15-2208	4451922	05/23/2022	36688	2346.82
			ADMIN ACCT#40427300/404273700					
			MONTHLY ELECTRIC FOR FY2022	405-91-2208	4551922	05/23/2022	36699	36.16
			REMAINDER FOR FY2022	405-91-2208		/ /	36699	405.58
			DIST 5 ACCT#19103300/19103200					
			8880411701					
			MONTHLY ELECTRIC FOR FY2022	401-53-2208	4651922	05/23/2022	36689	352.69
			FAIR BOARD ACCT#404536900					
			404571500/404572200/404572300					
			8880064700					
			MONTHLY ELECTRIC FOR FY2022	406-91-2208	4751922	05/23/2022	36700	170.34
			DIST 2 ACCT#8880099100					
			19770500					
			MONTHLY ELECTRIC FOR FY2022	407-91-2208	4851922	05/23/2022	36701	96.01
			DIST 1 ACCT#21036000/8880105100					
			8880625100					
			MONTHLY ELECTRIC FOR REMAINDER	409-91-2208	4951922	05/23/2022	37514	133.06
			DIST 4 ACCT#20554000/8880282700					
			MONTHLY ELECTRIC FOR FY2022	408-91-2208	5051922	05/23/2022	36702	55.81
			MONTHLY ELECTRIC FOR FY2022	408-91-2208		/ /	36702	339.03
			ACCT#8880074400/19615100					
			8880488700 DIST 3					
			MONTHLY ELECTRIC FOR FY2022	911-80-2208	5151922	05/23/2022	36698	1320.24
			DISPATCH ACCT#8880281300					
			19705500/8880581500					
			ESTANCIA SC APRIL 2022	401-36-2208	5251922	05/23/2022		318.30
			ACCT#8880109702					
			MONTHLY ELECTRIC FOR FY2022	401-24-2208	5451922	05/23/2022	36692	225.95
			MTAIR SC / 205707901	401-27-2208		/ /	36692	321.47
			ESTANCIA SC / 8880109702				36692	

MORIARTY SC / 401421201
MONTHLY ELECTRIC FOR FY2022

401-37-2208
401-16-2208

/ /
5551922 05/23/2022

36692
36690

208.58
2250.24

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			JUDICIAL ACCT#8880179001					
			MONTHLY ELECTRIC FOR FY2022	401-82-2208	5651922	05/23/2022	36693	121.51
			REMAINDER FOR FY2022	401-82-2208		/ /	36693	172.95
			ANIMAL SERVICES ACCT#					
			8880084401					
COUNTY SHERIFF	163.09	ELECTIONS	42.15	COMMUNICATIONS/EMS TAX	386.27			
STATE FIRE ALLOTMENT	1294.66	COUNTY ROAD DEPARTMENT	23.21	ADMINISTRATIVE OFFICES	2346.82			
COUNTY FAIR	352.69	911-DISPATCH CENTER	1320.24	ESTANCIA SENIOR CENTER	318.30			
HEALTH DEPT BLDG MAINT	225.95	MOUNTAINAIR SENIOR CEN	321.47	MORIARTY SENIOR CENTER	208.58			
JUDICIAL COMPLEX MAINT	2250.24	ANIMAL SERVICES	294.46					
01 O	120561	CINTAS CORPORATION NO. 2	COUNTY ADMINISTRATION		1751922		36993	
	227.00		SHERIFF'S OFFICE				36993	
05/23/2022			ROAD DEPARTMENT				36993	
			SHERIFF (INVESTIGATION/EVIDENCE)				36993	
			DISPATCH	911-80-2248		/ /	36993	227.00
			INVOICE#8405620106 ACCT#					
			30009096					
911-DISPATCH CENTER	227.00							
01 O	120562	COOPERATIVE EDUCATIONAL SERVICES	ELC GOLD COVERAGE	401-15-2215	2051922	05/23/2022	36778	2035.16
	7475.40		EFFECTIVE 7/1/2021 - 6/30/2022	401-24-2215		/ /	36778	324.98
05/23/2022			8.19% TAX ON LABOR ONLY	401-56-2215		/ /	36778	473.53
			CBS CONTRACT	401-16-2215		/ /	36778	1734.63
			18-07B-R201	401-87-2215		/ /	36778	807.77
				401-23-2215		/ /	36778	643.31
				401-27-2215		/ /	36778	113.08
				911-80-2215		/ /	36778	819.16
				401-37-2215		/ /	36778	242.35
				401-36-2215		/ /	36778	219.24
				401-53-2215		/ /	36778	62.19
			INVOICE#24-124373					
ADMINISTRATIVE OFFICES	2035.16	HEALTH DEPT BLDG MAINT	324.98	ATTORNEY	473.53			
JUDICIAL COMPLEX MAINT	1734.63	ESPERANZA MEDICAL CLIN	807.77	MOUNTAINAIR HEALTH CLI	643.31			
MOUNTAINAIR SENIOR CEN	113.08	911-DISPATCH CENTER	819.16	MORIARTY SENIOR CENTER	242.35			
ESTANCIA SENIOR CENTER	219.24	COUNTY FAIR	62.19					
01 O	120563	FIRST VETERINARY SUPPLY	5 GALLON BUCKET	401-82-2220	1651922	05/23/2022	37799	166.75
	166.75		RESCUE				37799	
05/23/2022			INVOICE#411022 ACCT#GW384					
ANIMAL SERVICES	166.75							
01 O	120564	HART'S TRUSTWORTHY HARDWARE	PVC PIPING AND FITTINGS	911-80-2218	3851922	05/23/2022	37875	37.78
	37.78		INVOICE#B513553 ACCT#33					
05/23/2022								
911-DISPATCH CENTER	37.78							
01 O	120565	JUNIOR'S TIRE & AUTO PARTS INC.	TIRE REPLACEMENT FOR	406-91-2201	5351922	05/23/2022	37812	505.00
	505.00		TENDER 2-1				37812	
05/23/2022			INVOICE#190967					
STATE FIRE ALLOTMENT	505.00							

01 0 120566
200.00

NEW MEXICO COUNTIES

85TH ANNUAL CONFERENCE
JOSIE CHAVEZ

401-90-2266

2451922 05/23/2022

37838
37838

200.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
05/23/2022		ACCT#AC2022-042022-0581-0525						
PROBATE JUDGE		200.00						
=====								
01 O	120567	NEW MEXICO COUNTIES	NMC CONFERENCE REGISTRATION		3651922		37845	
	400.00		DEMINICA GARCIA	401-56-2266		/ /	37845	200.00
	05/23/2022		JOHN BUTRICK	401-56-2266		/ /	37845	200.00
			INVOICE#AC2022-052022-0668-0610					
			#AC2022-052022-0672-0613					
ATTORNEY		400.00						
=====								
01 O	120568	NEXTIVA, INC.	VOIP PHONES FY 2022	401-40-2207	251922	05/23/2022	36859	395.50
	1406.46		INVOICE#51209411800 ACCT#					
	05/23/2022		2029540 04/17/2022-05/17/2022					
			ASSESSOR					
			VOIP PHONES FY 2022	401-20-2207	351922	05/23/2022	36858	227.50
			CLERK					
			VOIP PHONES FY 2022	401-10-2207	451922	05/23/2022	36861	97.50
			MANAGER					
			VOIP PHONES FY 2022	401-14-2207	551922	05/23/2022	36862	33.00
			HR					
			VOIP PHONES FY 2022	401-49-2207	651922	05/23/2022	36863	65.00
			GRANTS					
			VOIP PHONES FY 2022	401-56-2207	751922	05/23/2022	36864	65.46
			LAWYER					
			VOIP PHONES FY 2022	401-55-2207	851922	05/23/2022	36865	132.00
			FINANCE					
			VOIP PHONES FY 2022	401-65-2207	951922	05/23/2022	36867	65.00
			MAINTENANCE					
			VOIP PHONES FY 2022	401-10-2207	1051922	05/23/2022	36860	65.00
			COMMISSION					
			VOIP PHONES FY 2022	401-08-2207	1151922	05/23/2022	36868	97.50
			PZ					
			VOIP PHONES FY 2022	401-65-2207	1251922	05/23/2022	36866	65.00
			IT					
			MONTHLY NEXTIVA	402-60-2207	1351922	05/23/2022	37650	65.00
			ROAD					
			VOIP PHONES FY 2022	401-90-2207	1451922	05/23/2022	36870	33.00
			PROBATE					
COUNTY ASSESSOR	395.50	COUNTY CLERK	227.50	COUNTY MANAGER	162.50			
RAID GRANT FY18	33.00	GRANT ADMINISTRATION	65.00	ATTORNEY	65.46			
FINANCE DEPARTMENT	132.00	OPERATIONS & MAINTENAN	130.00	PLANNING & ZONING	97.50			
COUNTY ROAD DEPARTMENT	65.00	PROBATE JUDGE	33.00					
=====								
01 O	120569	SUPER 8 MOTEL	EMERGENCY SHELTER FOR DV	692-49-2283	2251922	05/23/2022	37717	300.00
	1099.05		VICTIM SUPPORT				37717	
	05/23/2022		HOUSING FOR FOUR	692-49-2283		/ /	37717	799.05
			SEPERATE FAMILIES				37717	
			INVOICE#513-156444/152-402077					
			963-260661/583-576000					
GRANT ADMINISTRATION		1099.05						
=====								
01 O	120570	TAJIQUE MDWCA	INVOICE#2022-01	836-01-2272	2151922	05/23/2022		4150.63
	4150.63							
	05/23/2022							

FEMA DECLARED

4150.63

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	120571	TILLERY CHEVROLET GMC INC	DOT INSPECTIONS ON AMBULANCES		1951922		37124	
	161.13		LABOR TAX				37124	
	05/23/2022		RESCUE 2, RESCUE 3, RESCUE 5,				37124	
			RESCUE 3-2, RESCUE 1-2	413-91-2201		/ /	37124	161.13
			INVOICE#6067216/1					
STATE FIRE ALLOTMENT		161.13						
01 O	120572	TIMECLOCK PLUS, LLC	TIMECLOCK PLUS 2021 INVOICE#	401-65-2228	151922	05/19/2022		4365.90
	4365.90		INV00134246 ACCT#198865					
	05/23/2022							
OPERATIONS & MAINTENAN		4365.90						
01 O	120573	TNT ESTANCIA	3RD QUARTER	605-03-2271	1851922	05/23/2022	37444	135.00
	135.00		PREVENTION ACTIVITIES FY2022				37444	
	05/23/2022		TO INCLUDE MONTHLY MEETINGS AND				37444	
			ALTERNATIVE PREVENTION				37444	
			ACTIVITIES				37444	
DWI DISTRIBUTION GRANT		135.00						
01 O	120613	US BANK CORPORATE PAYMENT SYSTEM	MUEL CHARGES P&Z	401-08-2202	16122	06/01/2022		372.45
	28592.12		FUEL CHARGES MAINTENANCE	401-65-2202		/ /		22.00
	06/01/2022		FUEL CHARGES MAINTENANCE	401-65-2202		/ /		277.20
			FUEL CHARGES MAINTENANCE	401-65-2202		/ /		266.00
			FUEL CHARGES MAINTENANCE	401-65-2202		/ /		299.64
			FUEL CHARGES RURAL ADDRESSING	401-07-2202		/ /		63.85
			FUEL CHARGES ASSESSOR	401-40-2202		/ /		233.08
			FUEL CHARGES CLERK	401-20-2202		/ /		51.80
			FUEL CHARGES DISPATCH	911-80-2202		/ /		122.51
			FUEL CHARGES CIVIL DEFENSE	604-83-2202		/ /		272.78
			FUEL CHARGES FIRE	407-91-2202		/ /		176.00
			FUEL CHARGES FIRE	406-91-2202		/ /		1513.41
			FUEL CHARGES FIRE	408-91-2202		/ /		1802.06
			FUEL CHARGES FIRE	405-91-2202		/ /		1293.32
			FUEL CHARGES FIRE	418-91-2202		/ /		287.51
			FUEL CHARGES FIRE	413-91-2202		/ /		5408.25
			FUEL CHARGES ELECTRONIC MONITOR	420-73-2202		/ /		111.13
			FUEL CHARGES SHERIFF	401-50-2202		/ /		14063.65
			FUEL CHARGES SHERIFF	420-74-2202		/ /		1020.14
			FUEL CHARGES DWI	605-03-2202		/ /		176.13
			FUEL CHARGES ANIMAL SERVICES	401-82-2202		/ /		522.14
			FUEL CHARGES TREASURER	401-30-2202		/ /		237.07
			INV# 16122					
			ACCT# 556963455537891					
PLANNING & ZONING	372.45	OPERATIONS & MAINTENAN	864.84	RURAL ADDRESSING	63.85			
COUNTY ASSESSOR	233.08	COUNTY CLERK	51.80	911-DISPATCH CENTER	122.51			
COMMUNICATIONS/EMS TAX	272.78	STATE FIRE ALLOTMENT	10480.55	COMMUNITY MONITORING	111.13			
COUNTY SHERIFF	14063.65	TRANSPORTATION OF PRIS	1020.14	DWI DISTRIBUTION GRANT	176.13			
ANIMAL SERVICES	522.14	COUNTY TREASURER	237.07					
01 O	120614	CORECIVIC INC.	REIMBURSEMENT FOR HOUSING OF ICE	825-70-2172	12022	06/01/2022		1615780.90
	1615780.90		INMATES FOR FEBRUARY 2022					
	06/01/2022		INV# TCSO-ICE 012022-REV					

ADULT INMATE CARE 615780.90

21 1689795.17 / / TOTAL

DEBITS

CREDITS

** GRAND TOTAL **		1,689,795.17	.00
**TOTAL	GENERAL FUND	42,955.27	.00
**DEPT	RURAL ADDRESSING	63.85	.00
401-07-2202	SUPPLIES - VEHICLE FUEL	63.85	.00
**DEPT	PLANNING & ZONING	469.95	.00
401-08-2202	SUPPLIES - VEHICLE FUEL	372.45	.00
401-08-2207	TELECOMMUNICATIONS	97.50	.00
**DEPT	COUNTY MANAGER	323.74	.00
401-10-2207	TELECOMMUNICATIONS	162.50	.00
401-10-2269	SUBSCRIPTIONS/DUES/FEES	161.24	.00
**DEPT	RAID GRANT FY18	33.00	.00
401-14-2207	TELECOMMUNICATIONS	33.00	.00
**DEPT	ADMINISTRATIVE OFFICES MAINTENAN	4,381.98	.00
401-15-2208	UTILITIES - ELECTRICITY	2,346.82	.00
401-15-2215	MAINTENANCE & REPAIRS-BUILD/STRU	2,035.16	.00
**DEPT	JUDICIAL COMPLEX MAINTENANCE	3,984.87	.00
401-16-2208	UTILITIES - ELECTRICITY	2,250.24	.00
401-16-2215	MAINTENANCE & REPAIRS-BUILD/STRU	1,734.63	.00
**DEPT	COUNTY CLERK	279.30	.00
401-20-2202	SUPPLIES - VEHICLE FUEL	51.80	.00
401-20-2207	TELECOMMUNICATIONS	227.50	.00
**DEPT	ELECTIONS	42.15	.00
401-21-2308	VOTING MACHINE STORAGE	42.15	.00
**DEPT	MOUNTAINAIR HEALTH CLINIC MAINT	643.31	.00
401-23-2215	MAINTENANCE & REPAIRS-BUILD/STRU	643.31	.00
**DEPT	HEALTH DEPT BLDG MAINTENANCE	550.93	.00
401-24-2208	UTILITIES - ELECTRICITY	225.95	.00
401-24-2215	MAINTENANCE & REPAIRS-BUILD/STRU	324.98	.00
**DEPT	MOUNTAINAIR SENIOR CENTER MAINT	845.09	.00
401-27-2208	UTILITIES - ELECTRICITY	321.47	.00
401-27-2215	MAINTENANCE & REPAIRS-BUILD/STRU	523.62	.00
**DEPT	COUNTY TREASURER	237.07	.00
401-30-2202	SUPPLIES - VEHICLE FUEL	237.07	.00
**DEPT	ESTANCIA SENIOR CENTER MAINT	537.54	.00
401-36-2208	UTILITIES - ELECTRICITY	318.30	.00
401-36-2215	MAINTENANCE & REPAIRS-BUILD/STRU	219.24	.00
**DEPT	MORIARTY SENIOR CENTER MAINT	450.93	.00
401-37-2208	UTILITIES - ELECTRICITY	208.58	.00
401-37-2215	MAINTENANCE & REPAIRS-BUILD/STRU	242.35	.00
**DEPT	COUNTY ASSESSOR	628.58	.00
401-40-2202	SUPPLIES - VEHICLE FUEL	233.08	.00
401-40-2207	TELECOMMUNICATIONS	395.50	.00

=====
**DEPT

GRANT ADMINISTRATION

65.00

.00

DEBITS CREDITS

Account Number	Description	DEBITS	CREDITS
401-49-2207	TELECOMMUNICATIONS	65.00	.00
=====			
**DEPT	COUNTY SHERIFF	14,270.05	.00
401-50-2202	SUPPLIES - VEHICLE FUEL	14,063.65	.00
401-50-2208	UTILITIES - ELECTRICITY	163.09	.00
401-50-2272	CONTRACT - PROFESSIONAL SERVICES	43.31	.00
=====			
**DEPT	COUNTY FAIR	414.88	.00
401-53-2208	UTILITIES - ELECTRICITY	352.69	.00
401-53-2215	MAINTENANCE & REPAIRS-BUILD/STRU	62.19	.00
=====			
**DEPT	FINANCE DEPARTMENT	163.49	.00
401-55-2207	TELECOMMUNICATIONS	132.00	.00
401-55-2221	PRINTING/PUBLISHING/ADVERTISING	31.49	.00
=====			
**DEPT	ATTORNEY	938.99	.00
401-56-2207	TELECOMMUNICATIONS	65.46	.00
401-56-2215	MAINTENANCE & REPAIRS-BUILD/STRU	473.53	.00
401-56-2266	EMPLOYEE TRAINING	400.00	.00
=====			
**DEPT	OPERATIONS & MAINTENANCE	11,113.99	.00
401-65-2202	SUPPLIES - VEHICLE FUEL	864.84	.00
401-65-2207	TELECOMMUNICATIONS	130.00	.00
401-65-2213	CONTRACT - IT SERVICES	5,251.36	.00
401-65-2218	FURN/FIX/EQUIP	501.89	.00
401-65-2228	SOFTWARE	4,365.90	.00
=====			
**DEPT	ANIMAL SERVICES	1,475.81	.00
401-82-2202	SUPPLIES - VEHICLE FUEL	522.14	.00
401-82-2208	UTILITIES - ELECTRICITY	294.46	.00
401-82-2216	SUPPLIES - ANIMAL FOOD	492.46	.00
401-82-2220	SUPPLIES - CLEANING	166.75	.00
=====			
**DEPT	ESPERANZA MEDICAL CLINIC	807.77	.00
401-87-2215	MAINTENANCE & REPAIRS-BUILD/STRU	807.77	.00
=====			
**DEPT	PROBATE JUDGE	233.00	.00
401-90-2207	TELECOMMUNICATIONS	33.00	.00
401-90-2266	EMPLOYEE TRAINING	200.00	.00
=====			
**TOTAL	ROAD FUND	1,077.60	.00
=====			
**DEPT	COUNTY ROAD DEPARTMENT	1,077.60	.00
402-60-2201	MAINTENANCE & REPAIRS - VEHICLES	989.39	.00
402-60-2207	TELECOMMUNICATIONS	65.00	.00
402-60-2208	UTILITIES - ELECTRICITY	23.21	.00
=====			
**TOTAL	DISTRICT 5 VFD	1,735.06	.00
=====			
**DEPT	STATE FIRE ALLOTMENT	1,735.06	.00
405-91-2202	SUPPLIES - VEHICLE FUEL	1,293.32	.00
405-91-2208	UTILITIES - ELECTRICITY	441.74	.00
=====			
**TOTAL	DISTRICT 2 VFD	2,188.75	.00
=====			
**DEPT	STATE FIRE ALLOTMENT	2,188.75	.00
406-91-2201	MAINTENANCE & REPAIRS - VEHICLES	505.00	.00
406-91-2202	SUPPLIES - VEHICLE FUEL	1,513.41	.00
406-91-2208	UTILITIES - ELECTRICITY	170.34	.00

**TOTAL

DISTRICT 1 VFD

272.01

.00

**DEPT	STATE FIRE ALLOTMENT	272.01	.00
407-91-2202	SUPPLIES - VEHICLE FUEL	176.00	.00
407-91-2208	UTILITIES - ELECTRICITY	96.01	.00
**TOTAL	DISTRICT 3 VFD	2,196.90	.00
**DEPT	STATE FIRE ALLOTMENT	2,196.90	.00
408-91-2202	SUPPLIES - VEHICLE FUEL	1,802.06	.00
408-91-2208	UTILITIES - ELECTRICITY	394.84	.00
**TOTAL	DISTRICT 4 VFD	133.06	.00
**DEPT	STATE FIRE ALLOTMENT	133.06	.00
409-91-2208	UTILITIES - ELECTRICITY	133.06	.00
**TOTAL	COUNTY FIRE PROTECTION FUND	772.73	.00
**DEPT	1/4% FIRE EXCISE TAX	772.73	.00
411-92-2271	CONTRACT - OTHER SERVICES	772.73	.00
**TOTAL	FIRE DEPARTMENT ADMIN	5,569.38	.00
**DEPT	STATE FIRE ALLOTMENT	5,569.38	.00
413-91-2201	MAINTENANCE & REPAIRS - VEHICLES	161.13	.00
413-91-2202	SUPPLIES - VEHICLE FUEL	5,408.25	.00
**TOTAL	DISTRICT 6 VFD	346.18	.00
**DEPT	STATE FIRE ALLOTMENT	346.18	.00
418-91-2202	SUPPLIES - VEHICLE FUEL	287.51	.00
418-91-2208	UTILITIES - ELECTRICITY	58.67	.00
**TOTAL	JAIL FUND	1,131.27	.00
**DEPT	COMMUNITY MONITORING	111.13	.00
420-73-2202	SUPPLIES - VEHICLE FUEL	111.13	.00
**DEPT	TRANSPORTATION OF PRISONERS	1,020.14	.00
420-74-2202	SUPPLIES - VEHICLE FUEL	1,020.14	.00
**TOTAL	WIPP FUNDING	6,000.00	.00
**DEPT	EMERGENCY MANAGEMENT	6,000.00	.00
427-28-2655	WIPP FUNDING	6,000.00	.00
**TOTAL	CIVIL DEFENSE FUND	1,418.83	.00
**DEPT	COMMUNICATIONS/EMS TAX	1,418.83	.00
604-83-2202	SUPPLIES - VEHICLE FUEL	272.78	.00
604-83-2208	UTILITIES - ELECTRICITY	386.27	.00
604-83-2248	SUPPLIES - SAFETY	559.78	.00
604-83-2266	EMPLOYEE TRAINING	200.00	.00
**TOTAL	DWI PROGRAM FUND	311.13	.00
**DEPT	DWI DISTRIBUTION GRANT FY20	311.13	.00
605-03-2202	SUPPLIES - VEHICLE FUEL	176.13	.00
605-03-2271	CONTRACT - OTHER SERVICES	135.00	.00

=====

**TOTAL

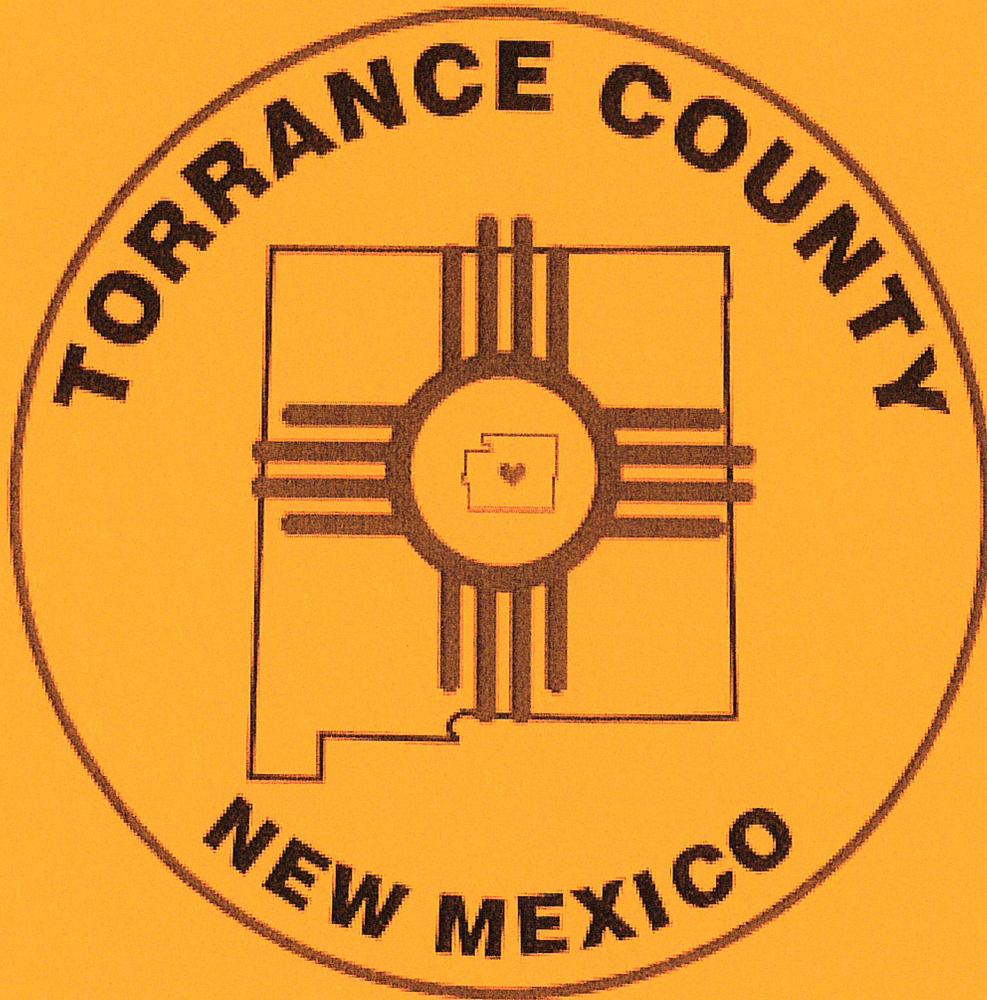
DWI SCHOOL

89.78

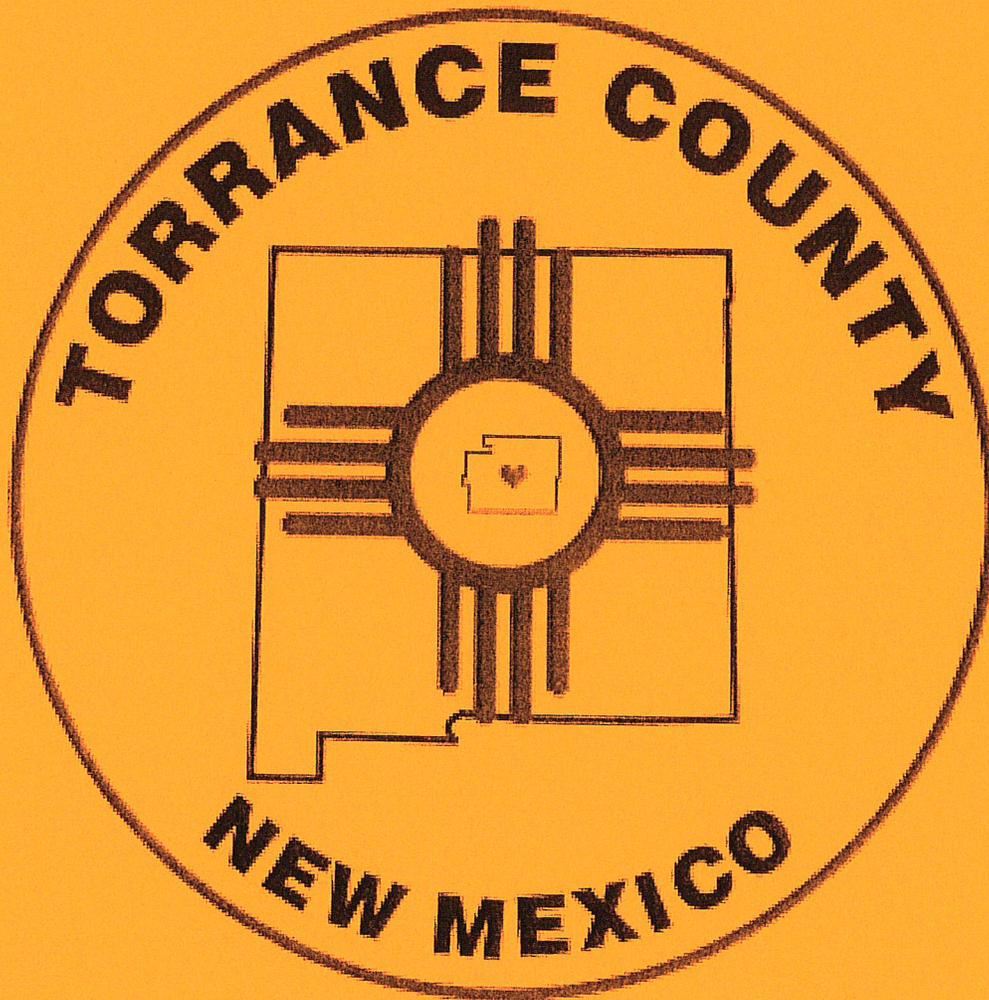
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=====

**DEPT	DWI PROGRAM	89.78	.00
606-35-2257	SUPPLIES - OUTREACH MATERIALS	89.78	.00
**TOTAL	CYFD ARP	1,099.05	.00
**DEPT	GRANT ADMINISTRATION	1,099.05	.00
692-49-2283	VICTIM SUPPORT	1,099.05	.00
**TOTAL	IMMIGRATION & CUSTOMS ENFORCEMEN	1,615,780.90	.00
**DEPT	ADULT INMATE CARE	1,615,780.90	.00
825-70-2172	CARE OF INMATES	1,615,780.90	.00
**TOTAL	AMERICAN RESCUE ACT	4,150.63	.00
**DEPT	FEMA DECLARED	4,150.63	.00
836-01-2272	CONTRACT - PROFESSIONAL SERVICES	4,150.63	.00
**TOTAL	EMERGENCY-911 FUND	2,566.64	.00
**DEPT	911-DISPATCH CENTER	2,566.64	.00
911-80-2202	SUPPLIES - VEHICLE FUEL	122.51	.00
911-80-2208	UTILITIES - ELECTRICITY	1,320.24	.00
911-80-2215	MAINTENANCE & REPAIRS-BUILD/STRU	819.16	.00
911-80-2218	FURN/FIX/EQUIP	37.78	.00
911-80-2219	SUPPLIES - GENERAL OFFICE	39.95	.00
911-80-2248	SUPPLIES - SAFETY	227.00	.00
BANK01	US BANK	1,689,795.17	.00
	** BANK TOTALS **	1,689,795.17	.00



*Agenda Item
No. 10*



*Agenda Item
No. 11-A*

TORRANCE COUNTY RESOLUTION# 2022-

Budget Increase

WHEREAS, the Torrance County Commission in regular session on Wednesday, June 8th 2022, did propose to authorize Budget Increase/Transfer in the FY 2021-2022 Budget and

WHEREAS, Budget Increases require authorization from the Department of Finance and Administration, and

WHEREAS, we request authorization for the following Budget Increase/Transfer: (See Schedule A)

NOW THEREFORE BE IT RESOLVED, we respectfully request approval for the attached Budget Increase in the FY 2021-2022 budget from the Department of Finance and Administration.

DONE at Estancia, New Mexico
Torrance County this 8th day of June
2022 .

Approve as to Form:

Torrance County Board of Commissioners

John M. Butrick
County Attorney

Kevin McCall, District 1

Attest:

Ryan Schwebach, District 2

Yvonne Otero
Torrance County Clerk

LeRoy M. Candelaria, District 3

Vote Record

Kevin McCall	yes	no	abstain	absent
Ryan Schwebach	yes	no	abstain	absent
LeRoy M. Candelaria	yes	no	abstain	absent

DFA Approval





Torrance County

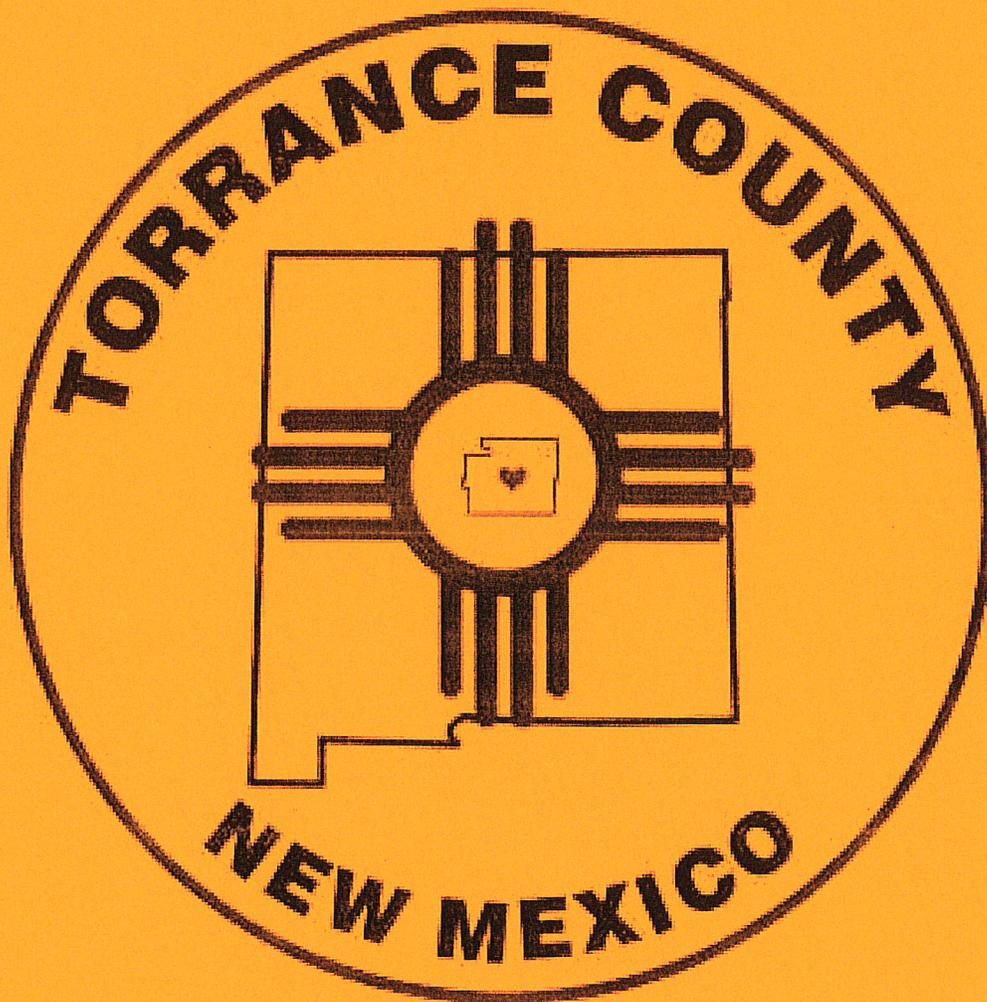
Resolution 2022-

Increase

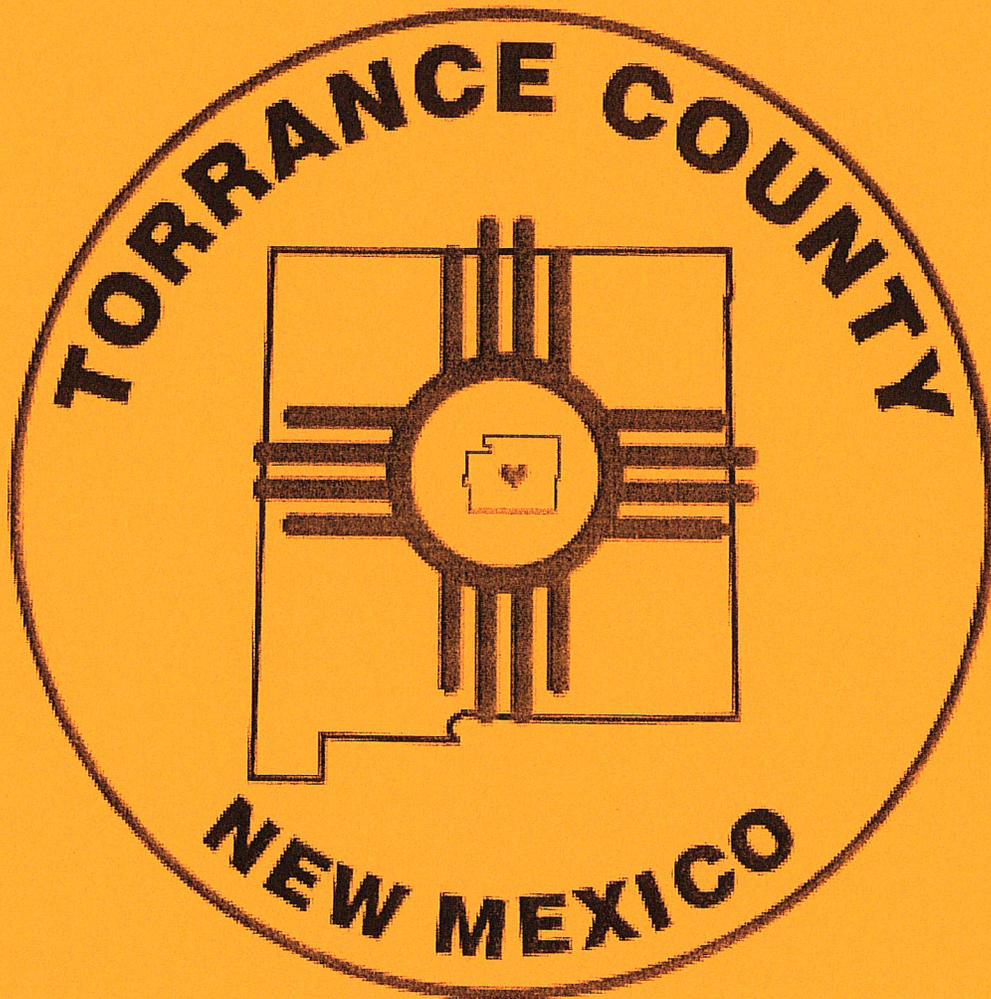
Schedule A

June 8, 2022

		From					TO							
Department	Source	Line Item		Description	Amount	Line Item			Description	Amount				
Finance	GRT	423	00	1412	Enviromental GRT	\$	200,000.00	423	26	2	301	Envoromental GRT	\$	200,000.00
Finance	GRT	401	00	1405	GRT	\$	150,000.00	414	19	2	291	Safety Care Net Pool	\$	150,000.00
Finance	GRT	414	00	1414	Medicaid 1/16th GRT	\$	150,000.00	414	79	2	290	Medicaid 1/16th GRT	\$	150,000.00
Finance	GRT	401	00	1951	Transfer Out of Fund	\$	150,000.00	414	00	1	950	Transfer into Fund	\$	150,000.00
TOTAL						\$	650,000.00						\$	650,000.00



*Agenda Item
No. 11-B*



*Agenda Item
No. 11-C*



1
2
3 **TORRANCE COUNTY**
4 **BOARD OF COUNTY COMMISSONERS**
5 **RESOLUTION NO. R 2022-**
6

7 **A RESOLUTION REISSUING RESOLUTION 2022-27 TO PROCLAIM EXTREME OR**
8 **SEVERE DROUGHT CONDITIONS WITHIN TORRANCE COUNTY AND TO BAN**
9 **THE USE OF CERTAIN FIREWORKS IN THE UNINCORPORATED PORTIONS OF**
10 **THE COUNTY AND WITHIN WILDLANDS IN THE COUNTY**
11

12 **WHEREAS**, The Torrance County Board of County Commissioners on May 11, 2022,
13 issued Resolution 2022-27 proclaiming extreme drought conditions within Torrance County and
14 banned the use of certain fireworks within the unincorporated portions of the County and within
15 the wildlands in the County; and
16

17 **WHEREAS**, Governor Lujan Grisham issued Executive Order 2022-022 urging municipal
18 and County governments to consider firework bans; and
19

20 **WHEREAS**, in recent weeks, fire danger has increased within Torrance County (the
21 County) due to warmer temperatures, lower humidity, high winds, and an abundance of dry, fine
22 fuels; and
23

24 **WHEREAS**, there are wildfires in surrounding counties resulting from the drought
25 conditions, including the Calf Canyon Fire immediately to the North of Torrance County which
26 has already burned in excess of 316,353 acres and the Black Fire Southwest of Torrance County
27 which has already burned in excess of 262,695 acres; and
28

29 **WHEREAS**, current drought indices indicate extreme, exceptional or severe drought
30 conditions; and
31

32 **WHEREAS**, an immediate and present danger of range fires, brush fires, grass fires, forest
33 fires and structure fires exist within the County due to persistent drought; and
34

35 **WHEREAS**, given these circumstances, the probability of ignition of materials and the
36 spread of fire poses a severe threat to persons and property; and
37

1 **WHEREAS**, the health, safety and welfare of citizens are in danger as a result of such
2 conditions; and

3
4 **WHEREAS**, NMSA 1978, Section 60-2C-8.1(E) provides that the Board of County
5 Commissioners of the County of Torrance may, after hearing, declare that extreme or severe
6 drought conditions exist, and proclaim certain restrictions on the use of fireworks.

7
8 **NOW THEREFORE, BE IT RESOLVED**, the Board of County Commissioners hereby
9 reissues Resolution 2022-27, resolves, and proclaims as follows:

- 10
11 1. There currently exists within the unincorporated portions of the County extreme or severe
12 drought conditions, creating a significant and immediate threat to the life, safety, health
13 and welfare of residents of the County, and to public and private property located within
14 the County.
- 15
16 2. The use of missile-type rockets, helicopters, aerial spinners, stick-type rockets and ground
17 audible devices are banned within the affected drought area, which includes all
18 unincorporated portions of the County.
- 19
20 3. The use of fireworks not listed in Paragraph 2 above is limited to areas that are paved or
21 barren or have a readily accessible source of water for use by the homeowner or general
22 public.
- 23
24 4. The use of all fireworks within wildlands in the County is banned, the State Forester having
25 been consulted as required by statute and having concurred with such ban.
- 26
27 5. The use of display fireworks is banned within the unincorporated portions of the County.
- 28
29 6. Public displays of fireworks, as approved by the Torrance County Fire Chief shall be
30 permitted.
- 31
32 7. This Resolution shall be effective for 30 days from the date below but may be reissued by
33 the Board of County Commissioners if severe or extreme drought conditions warrant.
34 Further, this Resolution may be modified or rescinded within the 30 days of its
35 effectiveness if the Board of County Commissioners, after conducting an emergency
36 hearing, determines that weather conditions have improved.

37
38 **PASSED, APPROVED AND ADOPTED** this 8th day of June, 2022 by the Board of
39 County Commissioners of the County of Torrance.

40
41
42

1 **APPROVED AS TO FORM ONLY:**

BOARD OF COUNTY COMMISSIONERS

2

3

4 _____
County Attorney Date

Ryan Schwebach, Chair, District 2

5

6

LeRoy M. Candelaria, Vice Chair, District 3

7

8

9

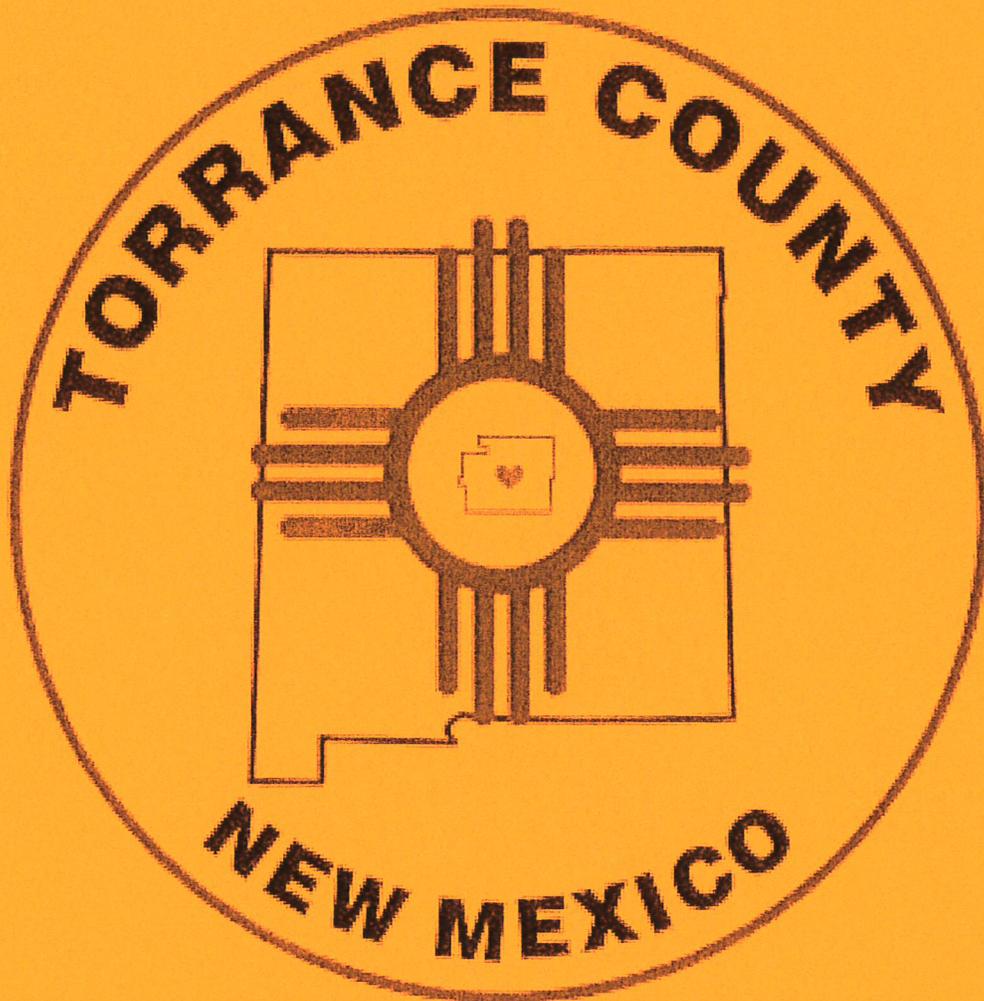
Kevin McCall, Member, District 1

10 **ATTEST:**

11 _____
12 Yvonne Otero, County Clerk

13

14 Date: _____



Agenda Item
No. 12-A



Torrance County Board of Commissioners

Meeting 6/8/2022

Item 12A

Department: Planning & Zoning

Prepared By: Janice Y. Barela

Title: Motion to approve the renewal of Special Use Permit for Special Waste Disposal, LLC's annual application, Public Hearing conducted on May 4, 2022.

Sponsor:

Planning & Zoning Department

Action:

Motion to approve the renewal of Special Use Permit for Special Waste Disposal, LLC's annual application, Public Hearing conducted on May 4, 2022.

Summary:

During the regular meeting of the Torrance County Planning & Zoning Board (Board) on Wednesday, May 4, 2021, at 9:30 a.m., the Board conducted the Public Hearing to review the application and to hear testimony in regard to Special Waste Disposal, LLC's annual renewal of their special use permit as a Solid Waste Landfill. The Board advanced a "Do Pass" recommendation for the Board of County Commissioners' approval of this application.

Significant Issues:

- The State of New Mexico Environmental Department (NMED) completed the report of their inspection of Special Waste Disposal, LLC's site (also known as Keers Asbestos Landfill) in March 2022. The report was favorable and Special Waste passed on everything. The State performs testing to make sure there is no hazard to the surrounding community. These inspections/testings may occur by appointment or they just show up.
- There are only two types of waste received at this site: asbestos and a land farm for hydro carbonated soils. The sun abates most of the waste at the land farm. Asbestos is deposited in cells.
- Special Waste Disposal, LLC has been a partner in the community for 30 years.
- If Special Waste Disposal LLC ever closes, NMED requires that they return the land to the condition prior to operating a landfill. Each year, as part of the report, NMED provides the estimated cost to accomplish the land restoration. The cost estimate is \$65,795.00.

Financial:

- Quarterly, Special Waste Disposal, LLC, per an agreement with the County, pays the County tipping fees. For FY2022, the total amount they paid to the County was \$18,555.36. Last year, they paid \$8,036.41.
- The tipping fees are deposited into Safety Fund Keer's Asbestors Fees, line item 600-00-1006.
- The Safety Committee uses these funds to purchase anything and everything safety related for various departments.

Staff Recommendation:

Approval.



Torrance County

Planning & Zoning

PO Box 48

205 S 9th Street

Estancia, NM 87016

(505) 544-4390 Main Line (505) 384-5294 Fax

www.torrancecountynm.org

May 19, 2022

Re: Renewal of Special Waste permit for Special Waste Disposal, LLC

Dear Commissioners,

During the regular meeting of the Torrance County Planning & Zoning Board on Wednesday, May 4th at 9:30 a.m. the Board conducted the Public Hearing to review the application and hear testimony regarding Special Waste Disposal, LLC's annual renewal application.

The public hearing was conducted by County Attorney John Butrick who swore in all persons who gave testimony and advised the P&Z Board on their options. The public had the opportunity to attend the meeting in person, via telephone, or Zoom.

The P&Z Board advanced a "do pass" recommendation for your approval of this application.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Goen", with a long horizontal flourish extending to the left.

Don Goen
Torrance County
Planning & Zoning Director
dgoen@tcnm.us

9:42 Public Hearing in session

County Attorney John Butrick explained the Hearing format.

Action Items:

1. Renewal of Solid Waste District

Applicant: Special Waste Disposal (Keers Industries)
Agent: Adrian Montano
Site: Within the N2 of Section 19 and within the NW4 of Section 20, T.2N., R.8E.
NMPM and being addressed as 91 Liberty Valley Road.
Zone: Solid Waste Management District (SW)

Mr. Adrian Montano came forward and was sworn. He explained the application. They had been at the location for over 30 years. He explained their employees lived in the area and their partnership with the community. He thanked the Board for considering the renewal. **County Attorney John Butrick** asked if anyone had questions for the applicant. There were none. **County Attorney John Butrick** asked if anyone wished to testify in support of the applicant. **Charlene Guffey** came forward and was sworn. She explained she was in support because they handled asbestos and was vital for proper disposal and environmental concerns. **County Attorney John Butrick** asked if anyone had questions for Mrs. Guffey. There were none. **County Attorney John Butrick** asked if anyone wished to testify in opposition of the applicant. There were none. **County Attorney John Butrick** referred the matter to the Board for Question or comment. **Vice Chairman Ducharme** asked if any Board members had comment. **Chairman Lawson** attempted to make comment but was unintelligible. **Mr. Frost** asked how many years they had been at the location. **Mr. Montano** explained since 1986. **Mr. Frost** explained it had been very satisfactory. He asked how much more room they had. **Mr. Montano** explained there was room for the next several decades. **Vice Chairman Ducharme** noted there had been one inspection last year. He was familiar with the EVSWA and interactions with the monitors from the Environmental Department. **Vice Chairman Ducharme** noted the lack of detail in the inspection report. He hoped for more detail in future reports. He asked for clarification that Special Waste Disposal had capacity available for many years. **Mr. Montano** confirmed. **Vice Chairman Ducharme** asked if funds had been allocated for closure and monitoring. **Mr. Montano** explained that was a requirement of NMED. **Vice Chairman Ducharme** asked if waste other than asbestos was brought in. **Mr. Montano** explained yes and that anything brought in had already been sealed. At least one inspection per year was done by the NMED and the EPA. He explained the inspection process. **Chairman Lawson** asked how many employees were at the location. **Mr. Montano** explained there were five. **Vice Chairman Ducharme** requested a motion to approve the renewal of the Special Use permit. **Mr. Frost** made a motion to approve the Special Waste Disposal of Keers Industries. **Mrs. Langell** seconded.

Vice Chairman Ducharme began the roll call vote with **Chairman Harlan Lawson: Aye, Gail Langell: Aye, Vice Chairman Art Ducharme: Aye, Jim Frost: Aye. All in favor. Motion carried to renew.**

County Attorney John Butrick explained at this point a motion to exit the Public hearing was needed. **Vice Chairman Ducharme** requested a motion. **Mrs. Langell** made a motion to exit the Public Hearing and enter into regular business. **Mr. Frost** seconded.

Vice Chairman Ducharme began the roll call vote with **Chairman Harlan Lawson: Aye, Gail Langell: Aye, , Jim Frost: Aye Vice Chairman Art Ducharme: Aye. All in favor. Motion carried**

9:54 am Public Hearing adjourned

PUBLIC NOTICE

During the regular meeting on May 4, 2022 at 9:30 a.m. the Torrance County Planning & Zoning Board will hold a Public Hearing to consider the application for renewal of a Solid Waste permit to allow Special Waste Disposal, Inc. to continue operations at their landfill facility located within the NE4 of the NW4 of the NE4 of Section 19, & the W2 of the NW4 & the NE4 of the NW4 of Section 20 T.2N., R.8E., NMPM being 91 Liberty Valley road. These meetings are held in the Commission chambers of the Torrance County administrative building at 205 S. 9th Street, Estancia, New Mexico.



Torrance County

Planning & Zoning

PO Box 48

205 S 9th Street

Estancia, NM 87016

(505) 544-4393 Main Line (505) 384-5294 Fax

www.torrancecountynm.org

April 25, 2022

Special Waste Disposal
5904 Florence Ave. NE
Albuquerque NM 87113

To Whom it May Concern:

This letter is to inform you that your application for the renewal of your Special Waste Facility Permit located within the N2 of Section 19 and within the NW4 of Section 20, T.2N., R.8E. NMPM and being addressed as 91 Liberty Valley Road will come before the Planning and Zoning Board for a Public Hearing on May 4, 2022. The meeting will begin at 9:30 a.m. and is held at the Torrance County Administrative Offices, 205 S 9th Street, Estancia.

You or your representative must attend to present your renewal request to the Planning and Zoning Board and respond to questions they or the general public may ask.

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

Regards,

Steve Guetschow
Planning & Zoning Director
505-544-4391
sguetschow@tcnm.us



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205 S 9th Street

Estancia, NM 87016

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www.torrancecountynm.org

April 25, 2022

Re: Renewal for Special Waste Facility Permit.

To Whom it May Concern:

This letter is to inform you Special Waste Disposal, Inc., have applied for a renewal to their Special Waste Facility Permit. The subject property is located within the N2 of Section 19 and within the NW4 of Section 20, T.2N., R.8E. NMPM and being addressed as 91 Liberty Valley Road. This action item will come before the Planning and Zoning Board for a Public Hearing at our next meeting on May 4, 2022. The meeting will begin at 9:30 a.m. and is held at the Torrance County Administrative Offices, 205 S 9th Street, Estancia.

Please plan to attend, have a representative attend in your place, or send a letter marked ATTN: P&Z Director to the address above if you would like to voice an opinion in support of or in opposition to this application. If you have any questions or concerns, please contact me at (505) 544-4391.

The public may attend via teleconference by dialing 505-544-4339 and entering conference id 546375.

Please make comment only during the comment phase of each item, see format. Please be courteous to other callers by not attempting to speak while others comment. Everyone who wishes to comment will be given the opportunity to do so.

The public may also attend via Zoom using the following information:

Topic: Planning & Zoning Zoom Meeting

Time: May 4, 2022 09:00 AM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/84138463061?pwd=bjNoYlpaay9GRnNNMElCVjdyNmZ2Zz09>

Meeting ID: 841 3846 3061

Passcode: 828740

One tap mobile

+13462487799,,84138463061#,,,,*828740# US (Houston)
+17207072699,,84138463061#,,,,*828740# US (Denver)

Dial by your location

+1 346 248 7799 US (Houston)
+1 720 707 2699 US (Denver)
+1 253 215 8782 US (Tacoma)
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)

Meeting ID: 841 3846 3061

Passcode: 828740

Find your local number: <https://us06web.zoom.us/j/84138463061>

Regards,

Steve Guetschow
Planning & Zoning Director
sguetschow@tcnm.us

TORRANCE COUNTY

NOTICE OF ACTION ON 9/1 LIBERTY VALLEY

W/M THE NEXT SEC 10 & NR SEC 19 TZNLRGE.

FOR RENEWAL OF SPECIAL WASTE PERMIT

SPECIAL WASTE DISPOSAL INC

THE COUNTY ZONING BOARD HAS SCHEDULED A PUBLIC MEETING ON (DATE/TIME)

MAY 4, 2022 9:30 AM

THE COUNTY HAS SCHEDULED A PUBLIC MEETING ON (DATE/TIME)

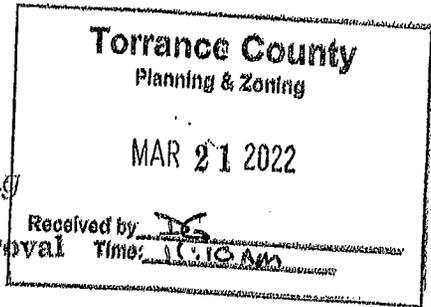
THE COUNTY HAS SCHEDULED A PUBLIC HEARING ON (DATE/TIME)

AT THE COUNTY ADMINISTRATIVE BUILDING
FOR INFORMATION CALL (605) 644-4391 OR FAX (605) 384-5294

THIS SIGN SHALL BE POSTED

FROM 4/7 TO 5/5
04/13/2022 11:50
IT IS ILLEGAL FOR AN UNAUTHORIZED PERSON TO REMOVE OR TAMPER WITH THIS SIGN

RESCOPY



Parcel ID# 0025
Torrance County Planning & Zoning

Application for Special Review and Approval

Check One: Establishment or Renewal of a Solid Waste District
 Establishment of a Special Use (\$1,500.00 filing fee)

For Special Use application review additional required information is described in the Torrance County Zoning Ordinance. You must submit fifteen (15) complete copies of your Special Use application package at the time of submission.

- Modification of Land Use within a Special Use Zone District \$200.00 filing fee
- Renewable Conditional Use Permit \$200.00 filing fee
- Variance for the Following Reason(s): \$200.00 filing fee

Please note that for a Conditional Use Permit or a Variance you must submit ten (10) complete copies of your application package at the time of submission.

- Area Setback
- Distance Off-Street Parking/Loading
- Use Dwellings per Lot
- Livestock Numbers Home Based Business

Applicant: SPECIAL WASTE DISPOSAL INC Telephone: 505-828-2650

Mailing Address: 5904 FLORENCE AVE NE ALBUQUERQUE NM 87113

Agent (if any): CHAPPELL LAW FIRM Telephone: 505-878-9600

Mailing Address: 7411 JEFFERSON ST NE STE A ALBUQUERQUE NM 87109

Reason for requested Special Review and Approval (For Variances, include the exceptional conditions you believe justify the request):

ANNUAL RENEWAL

Location of Property (Street Address and Legal Description of Property):

91 LIBERTY VALLEY RD MOUNTAINAIR NM 87036

Zoning of Property: SPECIAL USE Present Use: SOLID WASTE LANDFILL

Instructions: In accordance with Section 26B and Resolution 2014-50, this application must be accompanied by the filing fee of \$200.00 (unless applying for a Special Use District). Also include 10 copies of an accurate sketch plan showing the location of the property in question; locations of structures on the property and adjoining properties; all abutting streets and alleys; proposed special exceptions; and north arrow. Please attach a copy of the Deed and Recorded Survey.

Applicant's Signature:

**TORRANCE COUNTY, NEW MEXICO
PLANNING AND ZONING**

SOLID WASTE PERMIT

This permit authorizes the special use of land as a solid waste landfill as established by the Torrance County Zoning Ordinance

This Solid Waste Facility Permit is renewable on an annual basis. The operator of the Solid Waste Facility is required to submit a renewal application with the Planning & Zoning office thirty (30) days prior to the expiration date of this permit under the provisions stated in Section 15.D.2 of the Torrance County Zoning Ordinance.

Solid Waste permit granted to:

KEERS INDUSTRIES, LLC, dba: Keers Environmental & Special Waste Disposal

MAILING ADDRESS:

5904 Florence Ave. NE
Albuquerque, NM 87113

LEGAL DESCRIPTION OF PROPERTY:

**Within the N2 of Section 19 and within the NW4 of Section 20
T.2N., R.8E. NMPM and located at 91 Liberty Valley Rd.**

This permit is non-transferrable. In the event the ownership of the solid waste facility changes the new owner(s) shall apply for permit immediately upon completion of the change in ownership.

DATE OF EXPIRATION: .

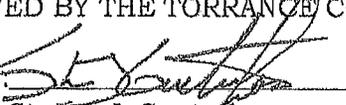
June 1, 2022

Please apply for renewal at least thirty (30) days prior to the expiration date.

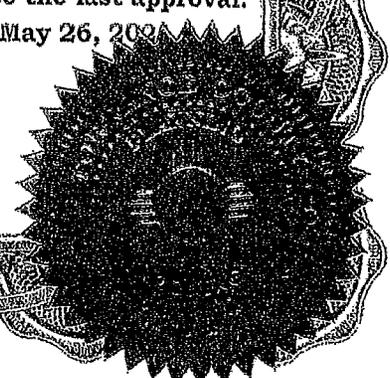
Provide any NM State agency inspection reports received since the last approval.

APPROVED BY THE TORRANCE COUNTY COMMISSION ON: **May 26, 2022**

SIGNED


Steven J. Guetschow

Planning & Zoning Director





March 15, 2022

To whom it may concern:

This letter of intent to renew establishes that Special Waste Disposal, Inc. has had one inspection since the last renewal and no violations per NMED requirement. All staff and contact information remains as is. We are including the Inspection Report for your review.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrian Montano", is written over a faint, dotted line.

Adrian Montano

General Manager

5904 Florence Ave. NE

Albuquerque, NM 87113

amontano@specialwastenm.com

(505) 828-2650



[Space Above Reserved for Recording Purposes]

Warranty Deed

THIS DEED, made this 18th day of November, 2019 between Kears Environmental, Inc.

the grantor, and Spacial Waste Disposal, Inc.

the grantee, whose address is 5904 Florence Ave, NE Albuquerque, NM 87113

WITNESSETH, that the grantor, for and in consideration of the sum of DOLLARS (\$), the receipt and sufficiency of which is hereby acknowledged and received, and for other good and valuable consideration, has granted bargained, sold and conveyed, and by these presents does grant, bargain sell, convey and confirm unto the grantee, their heirs and assigns forever, all the real property, together with improvements, if any, situate and being in the County of Torrance, State of New Mexico, described as follows:

The Northeast Quarter of the Northwest Quarter (NE1/4NW1/4), and the Northwest Quarter (NE1/4) of Section Nineteen (19); the West Half of the Northwest Quarter (W1/2NW1/4), and the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) of Section Twenty (20), Township Two (2) North, Range #ight (8) East, N.M.P.M.

Also known as street and number:

TOGETHER with all and singular hereditaments and appurtenances therunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the said grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said grantee, their heirs and assigns forever. And the said grantor, for himself, his heirs, and personal representatives, does covenant, grant bargain and agree to and with the grantee, their heirs and assigns, that at the time of the enrolling and delivery of these presents, is well seized of the premises above conveyed, has good, sure, perfect, absolute indefeasible estate if inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of any kind or nature whatsoever, except any easements, restrictions, covenants, zoning ordinances, and rights-of-way of record and property taxes accruing subsequent to a lien not yet due and payable.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs, and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above

Grantor Grantor

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002192794
Book 341 Page 4197
1 of 1
11/21/2019 08:48:57 AM
BY SYLVIA

STATE OF New Mexico)
COUNTY OF Bernalillo) ss:

On November 18, 2019, before me, Tina Benham, a notary public in and for said state personally appeared Brian J. Kilcup, personally known to me (or proved to me based upon satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that (s)he/they executed the same in his/hers/their signature on the instrument the person(s) or entity on behalf of which they acted, executed the instrument.

Witness my hand and official seal

Tina Benham
NOTARY PUBLIC
My commission expires 7/2/23

[NOTARY SEAL]

Official Seal
Tina Benham
Notary Public - State of New Mexico
My Commission Expires: 9/2/23

PARCEL ID# _____ After recording, please return to _____



STATE OF NEW MEXICO - ENVIRONMENT DEPARTMENT



SOLID WASTE FACILITY INSPECTION REPORT

DATE: 3/9/22 FACILITY NAME: Keers Asbestos Landfill CONTROL #: SWM-013035 (SP)
 REASON FOR INSPECTION: _____ FACILITY OPERATOR: Keers Industries, Inc. FACILITY LOC.: Hwy 55, 14 miles
 Routine Follow Up ENFORCEMENT AREA: I South of Mountainair, NM
 Complaint Other
 Suspected Violation STATUS: INTERIM PERMITTED CLOSED PHONE: (505) 847-2917
 Closure/Post Closure
 TYPE OF FACILITY: Asbestos Landfill OPERATING HOURS: By Appointment Only DAYS OF WEEK: _____
 TYPE OF WASTE HANDLED: MSW INDUSTRIAL C&D SPECIAL TONS/Cu. Yds 126 Daily Monthly (circle one)
461.3

1. FACILITY / OPERATIONAL CONTROLS

a. <input type="checkbox"/> Litter	b. <input type="checkbox"/> Roads Maintained
c. <input type="checkbox"/> Noise	d. <input type="checkbox"/> Vectors
e. <input type="checkbox"/> Dust/Odor	f. <input type="checkbox"/> Access Controlled
g. <input type="checkbox"/> Tipping/Insp. Area	h. <input type="checkbox"/> Scavenging Control
i. <input type="checkbox"/> Fire Control	j. <input type="checkbox"/> Health/Environment Hazard
k. <input type="checkbox"/> Compaction	l. <input type="checkbox"/> _____
2. SIGNS REQUIRED / PROPERLY POSTED

a. <input type="checkbox"/> Operating Days/Hours	b. <input type="checkbox"/> Roads Maintained
c. <input type="checkbox"/> Emergency Numbers	d. <input type="checkbox"/> Vectors
e. <input type="checkbox"/> Fires Prohibited	f. <input type="checkbox"/> Access Controlled
g. <input type="checkbox"/> Operation Procedures	h. <input type="checkbox"/> Scavenging Control
i. <input type="checkbox"/> _____	
3. OPERATOR / REPRESENTATIVE / EMPLOYEES

a. <input type="checkbox"/> Certified	b. <input type="checkbox"/> On Site While Open
c. <input type="checkbox"/> Employees Trained	d. <input type="checkbox"/> _____
4. COVER

a. <input type="checkbox"/> Daily Applied	b. <input type="checkbox"/> Intermediate Applied
c. <input type="checkbox"/> Final Cover	d. <input type="checkbox"/> Excavating a Closed Cell
e. <input type="checkbox"/> Compaction	f. <input type="checkbox"/> Stabilized Vegetation
g. <input type="checkbox"/> _____	
5. MONITORING / SAMPLING / ANALYZING / HANDLING

a. <input type="checkbox"/> Methane	b. <input type="checkbox"/> Leachate
c. <input type="checkbox"/> Ground Water	d. <input type="checkbox"/> Unauthorized Waste Analyzed
e. <input type="checkbox"/> Frequency Maintained	f. <input type="checkbox"/> Proper Equip./Test Used
g. <input type="checkbox"/> Gas Control	h. <input type="checkbox"/> Waste Properly Processed
i. <input type="checkbox"/> _____	
6. DRAINAGE / EROSION

a. <input type="checkbox"/> Water Run-on	b. <input type="checkbox"/> Water Run-off
c. <input type="checkbox"/> _____	
7. PROPER STORAGE / ISOLATION / DISPOSAL

a. <input type="checkbox"/> Special Waste	b. <input type="checkbox"/> Hazardous Waste
c. <input type="checkbox"/> Infectious Waste	d. <input type="checkbox"/> Asbestos
e. <input type="checkbox"/> Tires	f. <input type="checkbox"/> White Goods
g. <input type="checkbox"/> Recyclables	h. <input type="checkbox"/> Lead Acid Batteries
i. <input type="checkbox"/> Hot Waste	j. <input type="checkbox"/> Timely Removal
k. <input type="checkbox"/> Ash	l. <input type="checkbox"/> Petroleum Contam. Soll
m. <input type="checkbox"/> Transfer Stations	n. <input type="checkbox"/> _____

8. PROPER EQUIPMENT / MAINTAINED

a. <input type="checkbox"/> Facility Equipment	b. <input type="checkbox"/> Storage Equipment
c. <input type="checkbox"/> Audible Signals	d. <input type="checkbox"/> Transport Equipment
e. <input type="checkbox"/> Collection Equipment	f. <input type="checkbox"/> Fire Fighting Equipment
g. <input type="checkbox"/> Compaction Equipment	h. <input type="checkbox"/> Clean & Sanitized
i. <input type="checkbox"/> _____	
9. PLANS & PROGRAMS On File

a. <input type="checkbox"/> Contingency	b. <input type="checkbox"/> Operating/Maintenance
c. <input type="checkbox"/> Inspection	d. <input type="checkbox"/> Disposal Management
e. <input type="checkbox"/> Facility Site Plan	f. <input type="checkbox"/> Closure/Post Closure
g. <input type="checkbox"/> Training Programs	h. <input type="checkbox"/> Removal-Stored Waste
i. <input type="checkbox"/> Ground Water Monitoring	j. <input type="checkbox"/> Fire Protection & Prevention
k. <input type="checkbox"/> Methane Monitoring	l. <input type="checkbox"/> Disease Vectors/Rodent Ctrl.
m. <input type="checkbox"/> Clean-up/Remediation	n. <input type="checkbox"/> Leachate Control
o. <input type="checkbox"/> Deviation from Plans	p. <input type="checkbox"/> _____

RECORDS / REPORTS / RESULTS Maintained

10. INSPECTION RECORDS

a. <input type="checkbox"/> Daily Records Kept	b. <input type="checkbox"/> Source/Type/Volume of Waste
c. <input type="checkbox"/> Signatures	d. <input type="checkbox"/> Times & Dates
e. <input type="checkbox"/> Names of Co. & Driver	f. <input type="checkbox"/> Vehicle License Number
g. <input type="checkbox"/> Vehicle Description	h. <input type="checkbox"/> Observations
i. <input type="checkbox"/> _____	
11. NOTIFICATION - RECORDS When Required Was:

a. <input type="checkbox"/> NMED/Facility/Other	b. <input type="checkbox"/> Area Restricted
c. <input type="checkbox"/> Clean-up Assured	d. <input type="checkbox"/> Transportation Assured
e. <input type="checkbox"/> Disposal Assured	f. <input type="checkbox"/> _____
12. MONITORING / SAMPLING / ANALYSIS - RECORDS

a. <input type="checkbox"/> Methane Levels Taken Quarterly	
b. <input type="checkbox"/> Unauthorized Waste Analyzed	
c. <input type="checkbox"/> Contaminated Waste/Soll Analyzed	
d. <input type="checkbox"/> Groundwater Sampling Results	
e. <input type="checkbox"/> Leachate Sampling & Treatment	
f. <input type="checkbox"/> _____	
13. SPECIAL WASTE RECORDS (Type)

a. <input type="checkbox"/> Lab Analysis	b. <input type="checkbox"/> Paint Filter Test Results
c. <input type="checkbox"/> Manifests	d. <input type="checkbox"/> Remediation Documentation
e. <input type="checkbox"/> Treatment Certifications	
f. <input type="checkbox"/> _____	



New Mexico Environment Department Solid Waste Bureau Facility Annual Report

FACILITY

ID	Facility Name	Facility Type	County	Address	City	State	Zip	Contact	Phone	Ext.	Email	Phys. Location	Status
LFP-0516	Keers Asbestos Landfill	Landfill - permitted	Torrance	6904 Florence Avenue NE	Albuquerque	NM	87133	Brian J. Kilcup	505-847-2917		bkilcup@keers.com	91 Liberty Valley Rd., Mountainair, NM	Open

FACILITY OPERATOR

Name	Address	City	State	Zip
Keers Industries, Inc.	6904 Florence Ave NE	Albuquerque	NM	87113

FACILITY OWNER

Name	Address	City	State	Zip
Keers Industries, Inc.	6904 Florence Ave. NE	Albuquerque	NM	87113

LAND OWNER

Name	Address	City	State	Zip
Keers Environmental Inc	6904 Florence AVE NE	Albuquerque	NM	87113

LANDFILL CAPACITY/MONITORING

Capacity Used (cu yd)	Capacity Remaining (cu yd)	Remaining Life (yrs)	Unpermitted acres available for future disposal	Chages In operation reducing life 25% or more	Total acres used for disposal	Intermediate cover acres	Area seeded acres	Total acres with final cover
9463	90306	28.6	0	0	0	25	11.2	11.2

2021 Financial Assurance Estimate Summary

Facility Name SPECIAL WASTE DISPOSAL Permit# SWM-013035

Name of Person Completing Jackie Nguyen Form Telephone # 505-828-2650

Financial Assurance Mechanism(s) Used. (Check all that are used)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Trust Fund | <input type="checkbox"/> Surety Bond |
| <input type="checkbox"/> Irrevocable Letter of Credit | <input type="checkbox"/> Insurance |
| <input type="checkbox"/> Risk Management Pool | <input type="checkbox"/> Local Government Financial Test |
| <input type="checkbox"/> Local Government Reserve Fund | <input type="checkbox"/> Corporate Financial Test |
| <input type="checkbox"/> Do Not Know FA Mechanism | <input type="checkbox"/> None |
| <input type="checkbox"/> Not Applicable (Explain: _____) | |

20.9.10.9 FINANCIAL ASSURANCE FOR CLOSURE AND NUISANCE ABATEMENT requires:
 --The owner or operator of a solid waste facility shall develop a detailed written estimate, in current dollars, of the cost of hiring a third party to close the largest area of the facility ever requiring closure under 20.9.6 NMAC at any time during the active life. This estimated cost should include estimated costs for an independent project manager and contract administration.
 --Owner or operator shall annually adjust the closure and post-closure care estimate for inflation and any other factors affecting post-closure costs.

	No.	Task	Cost Estimate
1	CC	Closure Construction	\$11,795.00
2	PC	Post-Closure Landfill Maintenance	\$39,000.00
3	EM	Environmental Monitoring	\$15,000.00
4	PH I	Phase I/II Assessment	NA
5	PH II	Phase I/II Assessment	NA
5	O	Other Specify (i.e. Gas Collection Control System Decommissioning)*	NA
		Total Cost Estimate:	\$65,795.00

*Provide separate Table, as necessary

Attach completed Financial Assurance worksheets in **Documents** tab in online Annual Report System

DO NOT send forms to the Environment Department Cabinet Secretary

2021 CLOSURE CONSTRUCTION --CLOSURE COST ESTIMATE

Facility Name SPECIAL WASTE DISPOSAL Date _____

CC	Task	Unit Quantity	Unit (CY, Acre)	Unit Cost	Total Cost
Final Cover Installation					
CC-1	Install and compact ___ " Barrier Layer	2420	CY	\$2.00	\$4,840.00
CC-2	Install 6" Vegetative Layer	0.05	ACRE	\$7,500.00	\$375.00
CC-3	Vegetative Seeding (Class _____)	15.2	ACRE	\$215.00	\$3,268.00
				Task Subtotal:	\$8,483.00

CC	Task	Unit Quantity	Unit (CY, Acre)	Unit Cost	Total Cost
Stormwater Management					
CC-4	Construction Stormwater Pollution Prevention Plan (SWPPP)		Already in Place		
				Task Subtotal:	

CC	Task	Unit Quantity	Unit (CY, Acre)	Unit Cost	Total Cost
Final Cover CQA					
CC-5	Inspection and Laboratory & Field Testing	16	HOURS	\$70.00	\$1,120.00
CC-6	CQA Report Preparation & Engineer Certification	16	HOURS	\$70.00	\$1,120.00
				Task Subtotal:	\$2,240.00

SUBTOTAL					\$10,723.00
Independent Project Manager and Contract Administration Cost (10% of Task Totals)					\$1,072.30
TOTAL COST					\$11,795.30

Closure Assumptions (Check all that apply)

- Closure costs based on contracting with qualified 3rd party to complete and certify closure
- Activities included in the estimate are based on current dollars
- Estimates based on previous experience with landfills located in arid areas
- Based on current subcontractor costs in the area

Final cover installation costs assume that: (Select all that apply)

- 1 Greatest area requiring final cover is 11.2 acres
- 2 12" of intermediate cover is already installed on 25 acres.
- 3 All soils are available on site
- 4 0 % of cover soil will have to be obtained off-site
- 5 51 % Top soil will have to be purchased
- 6 On-site soils will have to be amended to meet HELP Model specifications

2021 POST-CLOSURE CARE ESTIMATE

	Task	Unit Quantity	Unit (CY, Acre)	Unit Cost	Total Cost Per Year	Total Cost
PC 1	Final Cover Inspection and Reporting					
	Inspection	30	PER YEAR	\$400.00	\$400.00	\$12,000.00
	Record keeping and reporting	30	PER YEAR	\$200.00	\$200.00	\$600.00
	Task Subtotal					\$18,000.00

PC2	Final Cover Maintenance					
	Cover Maintenance (Erosion)	30	ACRE/YEAR	\$200.00	\$200.00	\$6,000.00
	Vegetation	30	ACRE/YEAR	\$200.00	\$200.00	\$6,000.00
	Task Subtotal					\$12,000.00

PC3	Leachate System (If applicable)					
	Inspection, Measurement & Repair					NA
	Pump Replacement					NA
	Removal & Disposal/treatment					NA
	Task Subtotal					NA

PC4	Surface Water Management Systems					
	Inspection & Repairs	30	ACRE/YEAR	\$200.00	\$200.00	\$6,000.00
	System Upgrades (Rip-rap)					
	Task Subtotal					\$6,000.00

PC5	Fencing/Site Security					
	Inspection & Repairs	30	REPAIR/YEAR	100	100	\$3,000.00
	Task Subtotal					\$3,000.00

SUBTOTAL					\$	\$39,000.00
Contract Management Cost as Percent of Subtotal					\$	
TOTAL COST					\$	\$39,000.00

Check all Post-Closure Maintenance Cost Assumptions that apply to this estimate

- Closure costs based on contracting with qualified 3rd party to complete post-closure care
- Activities included in the estimate are based on current dollars
- Estimates based on previous experience with landfills located in arid areas
- Based on current subcontractor costs in the area

2021 ENVIRONMENTAL MONITORING POST-CLOSURE CARE ESTIMATE

	Task	Unit Quantity	# Events Per Year	Unit Cost	Total Cost Per Year	Total Cost
EM1	Landfill Gas Monitoring					
30 Years	Field Data Collection	30	1	\$350.00	\$350.00	\$10,500.00
30 Years	Record keeping and reporting	30	1	\$150.00	\$150.00	\$4,500.00
					Task Subtotal	\$15,000.00

	Task	Unit Quantity	# Events Per Year	Unit Cost	Total Cost Per Year	Total Cost
EM2	Detection Groundwater Monitoring					
30 Years	Field Sampling Services					NA
30 Years	Laboratory Analysis					NA
30 Years	Qualified GW Scientist report prep.					NA
					Task Subtotal	NA

SUBTOTAL	\$	\$15,000.00
Contract Management Cost as Percent of Subtotal	\$	
TOTAL COST	\$	\$15,000.00

Check all Post-Closure Environmental Monitoring Cost Assumptions that apply to this estimate

- Closure costs based on contracting with qualified 3rd party GW scientist to complete monitoring & reporting
- Activities included in the estimate are based on current dollars
- Estimates based on previous experience with landfills located in arid areas
- Based on current subcontractor costs in the area

Phase I Assessment Estimates

	Task - Phase I - 20.9.9.13.B NMAC	Units (well #)	Unit (Events,ect)	Unit Cost	Total Cost Per Year	Total Cost
PH1-a	Sampling and Analysis (All Exceedance)					
	Laboratory Analysis Subsection B & C NMED GW Constituent Lists (downgradient wells only).					NA
	If constituents found in downgradient wells, four samples from upgradient and downgradient shall be collected to establish background for constituents without established background levels					NA
	Field Sampling Services					NA
	Qualified GW Scientist Report Prep.					NA
Task Subtotal						NA

	Task - Phase I - 20.9.9.13.D.2 NMAC	Units	Unit	Unit Cost	Total Cost Per Year	Total Cost
PH1-b	Sampling and Analysis (All Existing wells)					
	Test Subsection A & C and detected B constituents all wells semiannually, or using approved alternative list.					NA
	Subsection B list 20.9.9.20 at least once every five years.					NA
	Field Sampling Services - all wells					NA
	Groundwater Report Prep. by qualified GW scientist					NA
Task Subtotal						NA

	Task - Phase I - 20.9.9.13.G NMAC	Units	Unit	Unit Cost	Total Cost Per Year	Total Cost
PH1-c	New Well Installation, Sampling, Analysis, Assessment					
	Well Installation, minimum one well when CAL exceeded					NA
	Field Sampling Services - new well only					NA
	Qualified GW Scientist Assessment Report					NA
	Well Installation, 20.9.9.13.G.3 NMAC minimum one, probably two wells to determine extent of release.					NA
	Field sampling services - new well only					NA
Qualified GW Scientist Assessment Report					NA	
Task Subtotal						NA

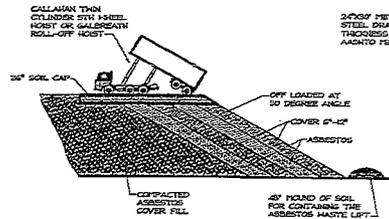
PHASE I and PHASE II ASSESSMENT ESTIMATES (Continued)

Phase II Assessment Estimates

	Phase II 20.9.9.15 & 20.9.9.16 NMAC	Units (well #)	Unit (Events,ect)	Unit Cost	Total Cost Per Year	Total Cost
PH2	Phase II(a) Corrective Measures Assessment Report by qualified consultant and Public Meeting per 20.9.9.15 NMAC					NA
	Phase II (b) Selection of Remedy Report- qualified consultant per 20.9.9.16 NMAC					NA
PH3	Implementation of Corrective Measures 20.9.9.17 NMAC (Start setting \$ aside for this concurrent with Phase I)					NA
Task Subtotal						NA
SUBTOTAL					\$	NA
Contract Management Cost as Percent of Subtotal					\$	NA
TOTAL COST					\$	NA

Check all Post-Closure Maintenance Cost Assumptions that apply to this estimate

- Phase I/II costs based on contracting with qualified 3rd party to complete specified activities
- Activities included in the estimate are based on current dollars. Previous experience with landfills in arid areas
- Costs based on current qualified subcontractor costs
- Estimates are based on sampling and analysis of wells intended to be part of the GW monitoring network for the next ____ years. (Can be 10, 15, 20 or 30 years.) Includes worst case estimate of installation of 2 wells during this period.
- Costs may also be based on number of years of existing permit or years remaining in post-closure care period.



NOTES:
 1. THERE IS NO FREE FALL OF ASBESTOS WASTE WHEN AUTOMATED OFF LOADING IS USED.
 2. ASBESTOS WASTE IS OFF LOADED AT 30 DEGREE ANGLE.
 3. LIFT IS PROVIDED BY CALLAHAN THIN CYLINDER 5TH WHEEL OR GALBREATH ROLL-OFF HOST MOUNTED TO SEMI-TRUCK POWER UNIT.

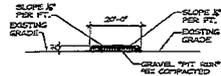
TRANSPORT TRUCK/TRAILER OFF-LOADING PLAN

SCALE: NONE



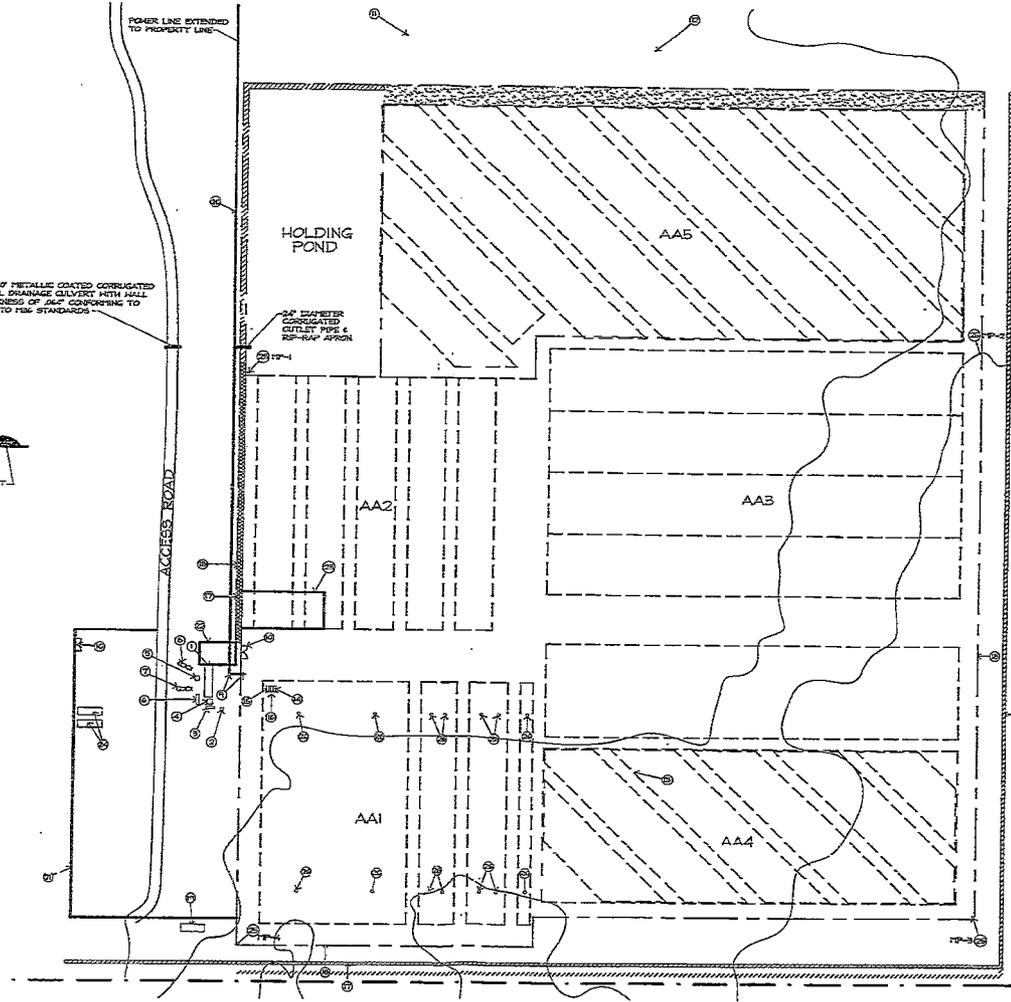
RIP-RAP APRON

SCALE: 1/4"=1'-0"



ACCESS ROAD SECTION

SCALE: 1/4"=1'-0"



SITE PLAN

SCALE: 1/4"=1'-0"

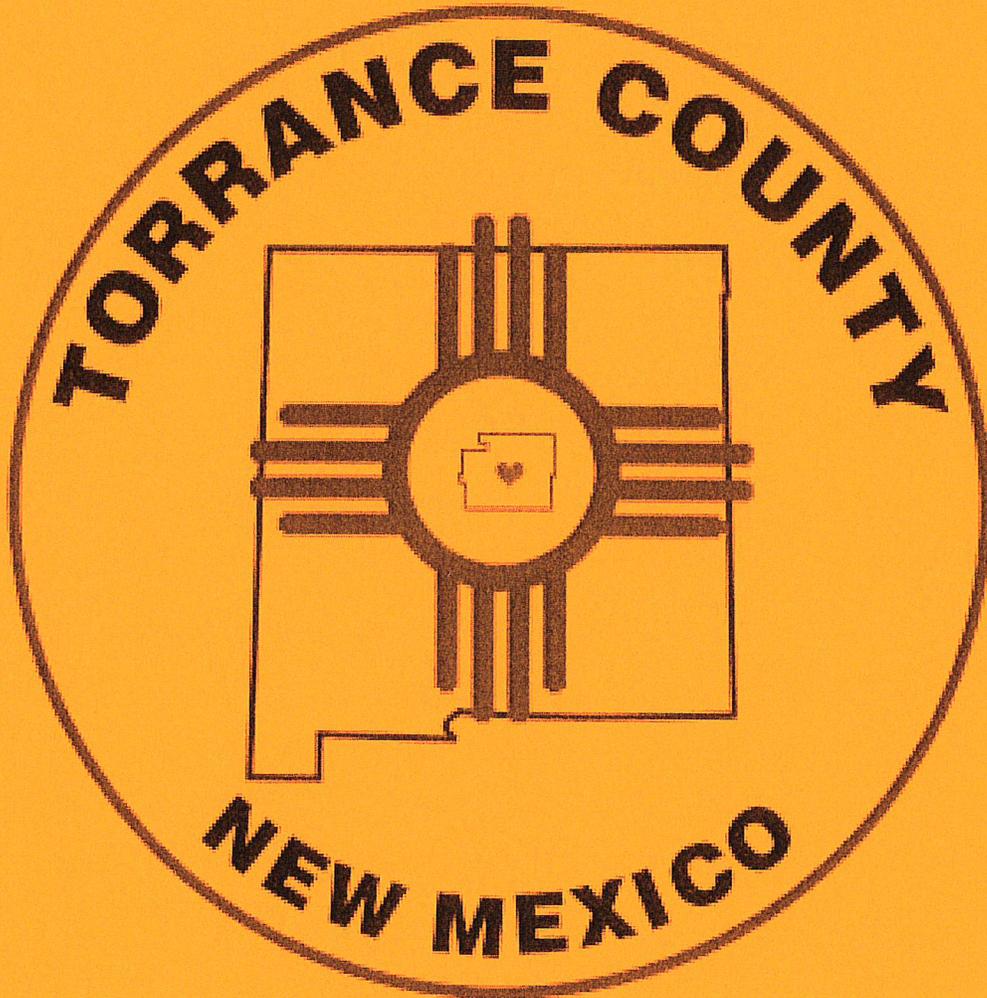


- KEYED NOTES**
- ① OFFICE BUILDING
 - ② TOILET BUILDING
 - ③ 500 GALLON PROPANE TANK
 - ④ TOOL SHED
 - ⑤ 5000 GAL. BELOW GRADE WATER STORAGE TANK (NON POTABLE)
 - ⑥ 1000 GAL. TANK ABOVE STORAGE GRADE (NON POTABLE)
 - ⑦ 500 GAL. WATER TANK (ATTACHED)
 - ⑧ 500 GAL. TRUCK WATER TANK
 - ⑨ LIGHT POLE W/ FIRE EXTINGUISHER (2)
 - ⑩ GATE (LOCKABLE)
 - ⑪ 10' INSPECTION HELL
 - ⑫ 3/4" FT BORE HOLE
 - ⑬ 3/4" FT BORE HOLE
 - ⑭ 1000 GAL. DIESEL TANK
 - ⑮ 1000 GAL. GASOLINE TANK (ELEVATED)
 - ⑯ 1,000 GAL. DIESEL TANK
 - ⑰ STORM WATER RUN-ON DIVERSION DIRT
 - ⑱ CHAIN LINK FENCE W/ ASBESTOS WARNING SIGNAGE
 - ⑲ BOX CAR SUPPLY STORAGE
 - ⑳ POWER LINE
 - ㉑ CONTROLLED AREA
 - ㉒ LOAD INSPECTION AREA
 - ㉓ TEMPORARY WASTE STORAGE AREA
 - ㉔ EMPTY ROLL-OFFS
 - ㉕ LANDFILL GAS MONITORING POINTS (REGULATORY REQUIREMENT) (TP-1, TP-2, TP-3, & TP-4)
 - ㉖ PROPOSED GAS MONITORING POINTS (DEMONSTRATION TO SURPASS GAS MONITORING)



Keers Industries
 Disposal Site
 Mountainair, NM

DATE: _____
 DRAWN: _____
 CHECKED: _____
 S-3



*Agenda Item
No. 12-B*

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
Continuum of Graduated Sanctions
Agreement # 21-690-3200-20847
Amendment Two (2)

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as the “Agency,” and **Torrance County** hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Agency.

PURPOSE OF AMENDMENT:

1. **ARTICLE 1 Term of Agreement** to correct the expiration date of the Agreement.
2. Amend **ARTICLE III Limitation of Cost** to reflect an update in language and a FY23 and FY24 increase of **Thirty Six Thousand Three Hundred Nine Dollars and Zero Cents (\$36,309.00)** each for a new FY23 and FY24 total of **One Hundred Thirty Four Thousand Six Hundred Ninety-Four Dollars and Zero Cents (\$134,694.00)**, and a new contract total of **Four Hundred Sixty-Six Thousand One Hundred Fifty-Eight Dollars and Zero Cents (\$466,158.00)**.
3. Amend **Attachment 1** to add Item Y - Trauma Response and Services Training mandated by *KEVIN S., et al. v. BLALOCK, et al., No. 1:18-cv-00896 Settlement Agreement* and additional items.
4. Amend **Attachment 2 – Budget** to reflect increase in compensation for Item A. Increase in Program Support percentage adjustment.

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

1. **ARTICLE I Term of Agreement** is hereby amended to read as follows:

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY THE AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate on **June 30, 2024**, unless terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations).

2. **ARTICLE III Limitation of Cost** is hereby amended to read as follows:

The Agency shall pay to the Contractor for services satisfactorily performed as outlined in the budget which is made a part of this Agreement as Attachment 2 – Budget. The total amount of monies payable to the Contractor under this Agreement shall not exceed **Four Hundred Sixty-Six Thousand One Hundred Fifty-Eight Dollars and Zero Cents (\$466,158.00)**. The annual budget is attached hereto as “Attachment 2 – Budget,” and incorporated herein by reference.

Contractor shall utilize the dollars allocated within the service components listed in Attachment 2 to best meet the needs of the Clients. Funding may be shifted between service components with the prior written approval of the Agency's Special Programs Manager and/or Division Deputy Director of an approved Budget Adjustment Form submitted by Contractor. Approved Budget Adjustments shall result in an updated Attachment 2 with any adjustment in total compensation, increase or decrease, made by amendment to the contract.

3. Amend Attachment 1 Scope of Work to add the following:

Activities:

C. 3. Restorative Justice

Duties and Responsibilities:

Y. Receive and demonstrate through competency assessments and self-reporting that Contractor, its staff, employees, and other prospective subcontractors have received adequate training as identified in Attachment 3, Trauma-Responsive and Coaching Training Plan in accordance with KEVIN S., et al. v. BLALOCK, et al., No. 1:18-cv-00896.

Data Collection (Salesforce):

Program Specific Performance Measures:

C. Restorative Justice:

1. Reduce recidivism rates; and
2. Reduction in violent youth on youth crime

Local Site-Specific Performance Measures:

C. Restorative Justice

1. Exit surveys to determine program satisfaction

All other articles of this contract and previous amendments remain the same.

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

CONTRACTOR – Torrance County

DocuSigned by:

B01642B76BAE4FG...

Date: 5/25/2022

Authorized Signatory

Janice Y. Barela

Printed Title of Authorized Signatory

Legal Counsel, Contractor

Date: _____

Agency – New Mexico Children, Youth and Families Department

Secretary or Designee, CYFD

Date: _____

Chief Financial Officer, CYFD

Date: _____

Approval as to legal form and sufficiency.

Office of General Counsel, CYFD

Date: _____

**Attachment 2 – Budget
Torrance County**

A. <u>Continuum and Board Activities:</u>			
Continuum Coordinator	\$22	x 1500 Hours	= \$33,000.00
Travel			= \$1,105.00
Youth Committee Members			= \$300.00
5% Program Support			= <u>\$17,569.00</u>
			\$51,974.00
B. <u>Boys Council Program</u>			
Based on serving 150 Youth			
The Council	\$165	x 234 Sessions	= \$38,610.00
C. <u>Girls Circle Program:</u>			
Based on serving 150 Youth			
Girls Circle	\$165	x 234 Circles	= \$38,610.00
D. <u>Restorative Justice:</u>			
Based on serving 10 Youth			
Pre/Post	\$55	x 70 Hours	= \$3,850.00
Circles	\$165	x 10 Circles	= <u>\$1,650.00</u>
			\$5,500.00

Grant Award for the period FY23 shall not exceed the annual amount of: \$134,694.00

The Contractor shall be required to source a minimum of forty percent (40%) of the total budgeted grant amount with local matching funds. The local matching funds may consist of money, land, equipment or in-kind services. Matching funds should be expended at the same rate as the grant funds and must be reported on the monthly invoices.

Budgeted and contracted Grant Amount	\$134,694.00
40% Minimum Match Liability for Torrance County	<u>\$53,878.00</u>
Projected Budgeted Amount	\$188,572.00

*Per Diem and Mileage rates based upon the Administration (DFA) Rule 2.42.2.

FUNDING INFORMATION:

FOR THE PERIOD OF FY23: July 1, 2022, through June 30, 2024:

The total amount of the contract for FY23 & FY24 shall each not exceed \$134,694.00

Juvenile Continuum Grant Fund (State General Fund)

State General Fund: FY21: \$98,385.00
State General Fund: FY22: \$98,385.00
State General Fund: FY23: \$134,694.00
State General Fund: FY24: \$134,694.00
Total = <u>\$466,158.00</u>

Attachment 3 – Trauma Responsive Care and Services Training Requirements

Revised 04.29.2022

The Children, Youth and Families Department (CYFD) seeks to achieve safety, permanency, and well-being of children by implementing systems and services that are *trauma responsive*; providing *community-based therapeutic supports in the most family-like setting*; understanding the importance of and maintaining the *cultural connections and tribal sovereignty* of children, families, and tribes; honoring and centering *youth and family voice and choice*; and ensuring we use *collaborative, team-based* decision-making with families. We are committed to building a workforce worthy of trust through continual *professional growth and development* and a standard of *cultural humility practice*.

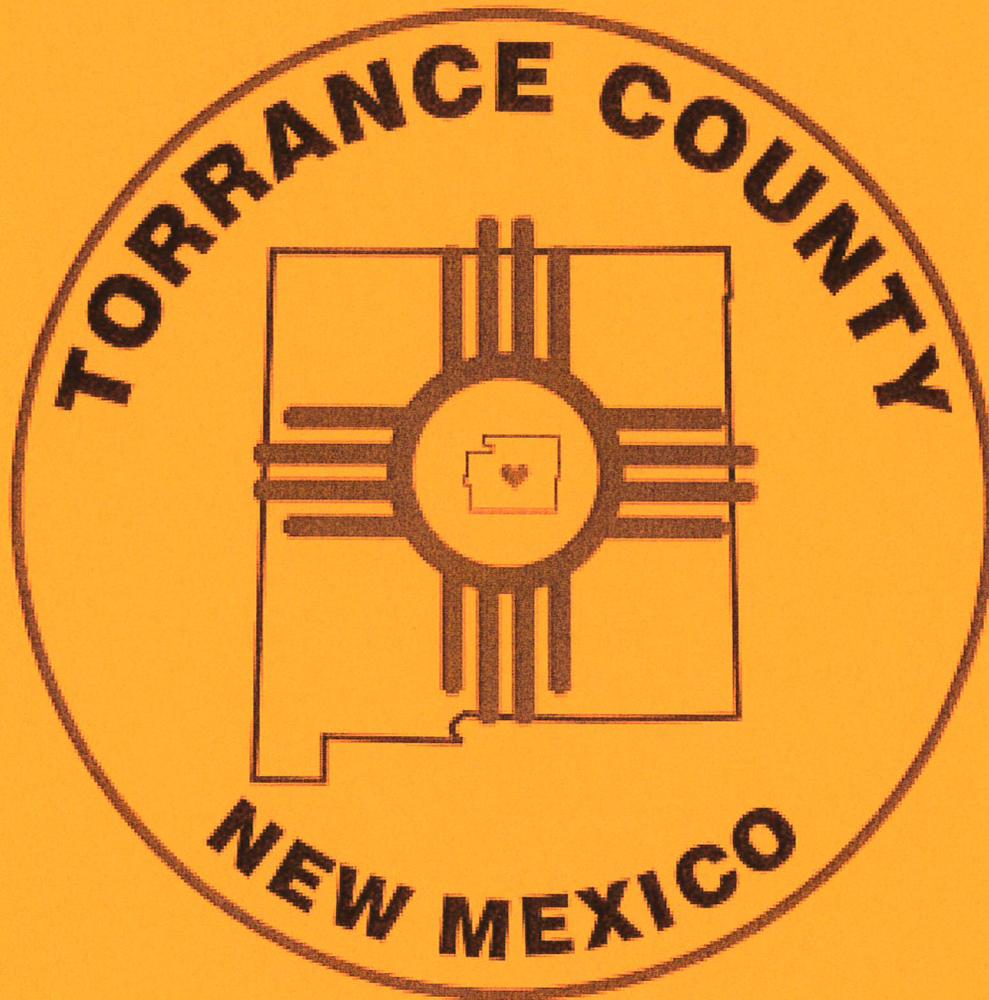
To achieve this, CYFD contracted Contractors must understand and apply the required principles of trauma responsive care to their programming, policy and procedures and interactions with all children/youth and their families, especially those children/youth in or at risk of entering state custody and their families. Those who contract with CYFD are mandated to:

1. Complete training on trauma responsive care and service delivery. Contractor staff will complete the curriculum determined to be most appropriate for their job position and level of interaction with children/youth and families as identified by the Cross-Departmental Training Review Committee (Human Services Department and CYFD representatives). Training shall be completed within the first three (3) months of hire and annually thereafter.
2. Approved trainings and training requirements on trauma responsive care and service delivery, as identified by the Cross-Departmental Training Review Committee. CYFD will provide a list of approved trainings to Contractors prior to the effective date of the Agreement, and quarterly or upon request thereafter.
 - a. For trainings on trauma responsive care and service delivery not previously identified/or approved by the Cross-Departmental Training Review Committee, Contractors may submit request to its Program Manager for approval by the Cross-Departmental Training Review Committee which meets quarterly.
 - b. The list of approved trainings will include those that are of no cost to the Contractor. Funding for Contractor Loss of Productivity will be negotiated between the Contractor and Program Manager for inclusion in the budget.
3. Contractor staff includes those who have direct contact with children/youth (ages 0-21) in state custody or at-risk children/youth, administrative staff and Management or Executive level position (“leaders”).
4. On a monthly basis, Contractors will provide a Trauma Training Tracking Sheet with their invoice or encounter submission that includes the following information:
 - a. Report current leaders and staff who have direct contact with children who have worked for the Contractor for more than three months, and
 - b. Provide certification of completion for those who have completed the initial training requirements.
5. At least seventy (70) percent of the Contractor’s staff must have completed required trauma responsive training as identified by Cross-Departmental Training Review Committee within three (3) months of hire for Contractor to continue billing for services.

6. Trauma responsive care and service delivery training completed by Contractor staff prior to hire, and if taken less than six (6) months prior to hire, may be submitted for approval of the Cross-Departmental Training Review Committee, via the Contractor's Program Manager.
7. When scope of work is being performed by Subcontractor or Subawardee, Contractors are responsible for ensuring that the Subcontractor or Subawardee's staff receive the mandated trauma responsive care and service delivery training as outlined above.

CYFD Program Managers will:

1. Facilitate access to the mandated trauma responsive care and service delivery training so Contractor staff can meet the minimum requirements.
2. For trainings on trauma responsive care and service delivery not previously identified/or approved by the Cross-Departmental Training Review Committee, Contractor may submit request to its Program Manager. The Program Manager will route the request to Cross-Departmental Training Review Committee for approval and provide written notice of the Committee's decision to the Contractor within ten (10) working days following the Committee's quarterly meeting.



Agenda Item
No. 12-C

MICHELLE LUJAN GRISHAM
GOVERNOR



DEBORAH K. ROMERO
CABINET SECRETARY

DONNIE J. QUINTANA
DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

May 18, 2022

VIA EMAIL

The Honorable Commissioner Ryan Schwebach
Torrance County Commission Chair
PO Box 48
Estancia, NM 87016

Through Tracey Master, DWI Coordinator

Dear Commissioner Schwebach:

Attached is the Local Driving While Intoxicated (LDWI) Grant Agreement for the County DWI Program, #23-D-G-31 for your review and approval. **Please note that an original or electronic, authorized signature is required on page 8 of the Agreement.** Once signed, return the Agreement to the LDWI Program Manager for execution. We will return to you the fully executed Agreement for your files.

Reimbursement requests for expenditures must be completed on the approved LDWI Program forms and include back up documentation for each expenditure.

If you have any questions or require additional information, please call Stephen P. Martinez, LDWI Program Manager at (505) 470-7980 or email at Stephen.martinez3@state.nm.us.

Sincerely,

A handwritten signature in cursive script that reads "Julie Krupcale".

Julie Krupcale, LDWI Bureau Chief
Local Government Division

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
DWI GRANT PROGRAM

DWI GRANT AGREEMENT
Program No. 23-D-G-31

THIS GRANT AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the “**Division**,” and the County of Torrance, hereinafter called the “**Grantee**,” collectively called “**the Parties**.”

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the Local Driving While Intoxicated (“LDWI”) Grant Program Act Sections 11-6A-1 through 11-6A-6, NMSA 1978, as amended (the “Act”) and the LDWI Grant Program Regulations 2.110.4 NMAC (the “Regulations”); and

WHEREAS, on April 19, 2022, the DWI Grant Council awarded the Grantee **\$95,000.00** to support programs, services and activities to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico (“Program”); and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLE I - SCOPE OF WORK

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in its Program Description, attached hereto as Exhibit “A”, and made a part of this Grant Agreement.
- B. The Grantee agrees to make no change to the Program Description herein described without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.

ARTICLE II - LENGTH OF GRANT AGREEMENT

- A. The term of this Grant Agreement shall become effective **July 1, 2022** and will terminate on **June 30, 2023**.
- B. The General Appropriation Act of 2022, Section 3, General Provisions (C) states: “Amounts set out in Section 4 of the General Appropriation Act of 2022, or so much as may be necessary, are appropriated from the indicated source for expenditure in the fiscal year 2023 for the objects expressed”. Per Section 11-6A-6(E) of the Act, any unexpended funds at the end of a fiscal year revert to the Local DWI Grant Fund.

ARTICLE III - REPORTS

A. Evaluation

1. The Grantee agrees to systematically collect, analyze and use data to examine programs, initiatives and policies by looking at both the process and the outcomes to assess their effectiveness. The Grantee agrees to review and update the existing evaluation plan periodically throughout the fiscal year.
2. The Grantee agrees that data entered into the DWI Screening Program, which includes the Managerial Data Set (MDS) Database, is complete, accurate and allows the Department of Finance and Administration's (DFA) designated evaluation contractor to develop and implement an evaluation system and/or to provide relevant reports derived from the available data.
3. In order that the Division may adequately evaluate the progress of the Local DWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the Grantee, provided that such information will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" or "HIPAA Regulations").

B. Progress Reports

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall provide periodic quarterly Progress Reports to the Division. The Progress Reports shall contain a narrative and/or bulleted highlights of successes and challenges, a detailed budget breakdown of expenditures to date which includes expenditure back-up documentation, a summary of screening fees collected and/or expended, the DWI Screening Program Quarterly Report, the MDS Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due **October 31, 2022**.
2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" in accordance with HIPAA.
3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than **October 31, 2022**, **January 31, 2023**, and **May 1, 2023** for review and comment.

C. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this Program. The Final Report shall include the information called for in Article III,

Paragraph B(1) and B(2) for the fourth quarter. This requirement shall survive the termination of this Grant Agreement.

2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Program and shall be submitted no later than **July 10, 2023.**

D. **Annual Report**

1. The Grantee shall submit to the Division one copy of the Annual Report for this Program. The Annual Report shall include the data from the DWI Screening Program, including the demographic profile of the DWI offender and the MDS data reports for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division, in the format provided by the Division. This requirement shall survive the termination of this Grant Agreement.
2. The Annual Report shall be submitted no later than **July 28, 2023.**

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed **Ninety Five Thousand Dollars and no Cents (\$95,000.00)**. The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C (1)", which by this reference are fully incorporated into this Grant Agreement. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the budget without the prior written approval of the Division.
- B. It is understood and agreed that if any portion of the funds set forth in Paragraph IV (A) are not expended at the completion of this Grant Agreement period for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.
- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly Progress Reports accompanied by the following completed forms: Request for Payment Form, attached hereto as Exhibit "D" and "D(1)"; and Detailed Breakdown By Budget Line Item Form, including Screening Fees Collected, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and any capital expenditures.
- D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. **The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.**

ARTICLE V - MODIFICATION AND TERMINATION

- A. The Division, by written notice to the Grantee, shall have the right to immediately terminate this Grant Agreement at any time if, in the judgment of the Division, the

provisions of this Grant Agreement are violated or the activities described in the Program Description do not progress satisfactorily. In this regard, the Division may demand refund of all or part of the funds dispersed to the Grantee.

- B. The Parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement.
- C. Early Termination for Convenience: Except as provided in Article X, Appropriations, and Article V, Paragraph A, above, either the Division or Grantee may terminate this Grant Agreement by providing the other party with a minimum of thirty (30) days' advance, written notice of the termination.
- D. Liability in the Event of Early Termination: In the event of early termination of this Grant Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
 - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
 - b. Incurred on or before the termination date in the notice of early termination;
 - c. For permissible purposes under this Grant Agreement's Program Description and procured and executed in accordance with applicable law; and
 - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Grant Agreement.

ARTICLE VI - CERTIFICATION

The Grantee hereby assures and certifies that it will comply with all State regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the grant that:

- A. It has the legal authority to receive and expend the funds as described in the Program Description.
- B. It shall meet all requirements of the Act and the Regulations and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Grant Agreement and provide verification thereof to the Division.
- C. It shall finance all costs of the Program, including all Program overruns.
- D. Every treatment facility, program or other provider it contracts with to perform the activities that are subject to this Grant Agreement, shall, at all times, comply with all applicable State and federal laws and regulations and any and all licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provision: "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.
- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199,

NMSA 1978. All professional services, activities or programs provided through a service provider must be implemented through a professional service contract. **The Grantee will submit all Program related contracts, and agreements to the Division for review and approval prior to execution. Amendments to existing contracts must also be submitted to the Division for review and approval prior to execution.**

Without limiting the foregoing, Grantee shall be **required** to complete a request-for-proposal (RFP) for contracts over \$60,000; provided, however, that if the Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed. Sole Source contracts can be utilized if written justification is provided confirming that the organization is the only one in the area that can provide the services, which are uniquely and substantially related to the intended purpose of the contract. The Grantee shall be required to submit to the Division written documentation describing the reason(s) for sole source contracting prior to entering into the contract. Grantee shall adhere to all applicable provisions and requirements set forth in the State Procurement Code.

- F. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.
- G. It will comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of State DWI grant funds.
- H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for any use other than those specified in the scope of work as defined in the Grant Agreement without the prior approval of the Division.
- I. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.
- J. It will comply with all applicable HIPAA requirements and regulations.

ARTICLE VII - RETENTION OF RECORDS

All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC. The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VIII - REPRESENTATIVES

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Program:

Name: Tracey Master
Title: DWI Coordinator
Address: PO Box 48
Estancia, NM 87016

Phone: (505) 705-0332
Email: TMaster@tcm.us

- B. The Division designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of Grantee:

Name: Stephen Martinez
Title: DWI Program Manager
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 203
Santa Fe, NM 87501

Phone: (505) 470-7980
Email: Stephen.martinez3@state.nm.us

ARTICLE IX - SPECIAL CONDITIONS

- A. The Grantee shall budget and expend a minimum of **10 percent** of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **Thirty One Thousand Five Hundred Dollars and No Cents (\$31,500.00) (33%)** as its matching funds commitment.
- B. The Grantee shall not budget, nor at any time exceed, expenditures greater than **ten percent** of its overall grant funding for capital purchases incurred during the grant period.
- C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol by July 29, 2022**, for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the Division for its review and comment, as necessary.
- D. The Grantee shall submit to the Division written copies of the description of the **screening program protocol by July 29, 2022**, for review and comment. All changes and modifications made to the screening program, including its materials, shall be reported to the Division for its review and comment.

- E. The Grantee shall submit to the Division written copies of the description of the **compliance monitoring program protocol by July 29, 2022**, for review and comment. All changes and modifications made to the compliance monitoring program, including its materials, shall be reported to the Division for its review and comment.
- F. The Grantee shall submit **LDWI Planning Council by-laws by July 29, 2022**.
- G. **The Grantee shall enter screening and tracking data online in the DWI Screening Program. Data shall be entered and maintained, at a minimum on a quarterly basis.**
- H. **The Grantee shall enter the prevention and enforcement goals and activities online in the MDS database. Data shall be entered and maintained on a quarterly basis.**
- I. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978.

ARTICLE X - APPROPRIATIONS

The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between the Grantee and third parties that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

ARTICLE XI – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) grant agreement. If the Division terminates the grant agreement, the County of Torrance may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County of Torrance's only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

EXHIBIT "A"

PROJECT DESCRIPTION

Name of Grantee: Torrance County

Grant No.: 23-D-G-31

Grant Amount: \$95,000.00

Grantee will provide DWI program activities in the following areas:

1. Prevention:

Prevention is the active process that promotes the personal, physical and social well-being of individuals, families and communities to reinforce positive behaviors and healthy lifestyles. The term "prevention" is reserved for interventions that occur before the initial onset of a disorder. Prevention programs shall focus on the prevention of alcoholism, alcohol abuse, underage drinking, alcohol related domestic violence and DWI.

Prevention activities funded by LDWI will be shown to increase life skills and/or decrease risk factors that positively impact the rates of DWI and/or alcohol abuse. LDWI funds may be used to support the assessment, capacity, planning, implementation, and evaluation of such activities. Staff development (such as training required for certification) is an allowable prevention activity.

While funds for prevention can be budgeted in any allowable budget category, all funds spent on prevention should be in support of prevention activities identified and approved as part of a systematic planning process.

Prevention activities funded with LDWI grant funds should be either evidence-based or promising activities. DWI programs must be able to document compliance with this requirement.

2. Enforcement:

Overtime for officers to support sobriety checkpoints, directed patrols and underage drinking enforcement will be supported through the LDWI grant program.

3. Screening:

The grant **requires** a county-wide screening program that addresses all municipal, district and magistrate court referrals related to DWI. Other referrals addressing DWI-related issues may also be handled from schools and the probation and parole system. Programs must use the DFA-approved screening program.

The program **shall** use screening fees to self-fund the screening costs to the fullest extent possible. The fee structure shall include an appropriate sliding-fee schedule, based on earning capacity of offenders, to assist those offenders who are unable to pay the full fees.

The screening program shall not be provided by an alcoholism treatment program serving the judicial districts involved in order to avoid conflict of interest or screening bias. *See* NMSA 1978, § 43-3-11(D).

4. Treatment: Outpatient/Jail based

Treatment is an array of individual, family, group or social program or activity alternatives directed to

intervene and address DWI, alcohol problems, alcohol dependence, alcoholism or alcohol abuse. Treatment seeks to reduce the consumption of alcohol, to support abstinence and recovery from drinking alcohol, and to improve physical and emotional health, family and social relationships, well-being, and general quality of life.

The competitive grant and distribution funding supports outpatient treatment services and jail-based services that address alcohol abuse or alcohol dependence issues, as related to DWI and the prevention of repeated DWI offenses for offenders with current DWI convictions. Treatment providers can be contracted or on staff. Treatment providers must be licensed to practice in the State of New Mexico and must follow evidence-based treatment practices.

The treatment programs shall include a treatment assessment. This assessment shall be administered at admission and again at discharge for outpatient treatment. An individual treatment plan must be provided for each offender. The treatment program will address motivational, therapeutic, and psycho-educational approaches to assist the DWI offenders, and their family/collateral support system when feasible and appropriate, in (1) consideration for change of risk-taking behavior and (2) consideration for continued treatment and/or recovery maintenance.

The Children, Youth and Families Department (CYFD) has the statutory authority to oversee the Court Ordered Domestic Violence Offender Treatment and Intervention Programs (DVOTI). Any LDWI program funds used to supplement county DVOTI programs must adhere to the CYFD rule on DVOTI's, NMAC 8.8.7. DVOTI funded programs/personnel must participate in LDWI Planning Council meetings and coalition meetings.

5. Compliance Monitoring/Tracking:

The grant supports a compliance monitoring/tracking component, which strengthens tracking, follow-up, and supervised probation-type efforts with DWI offenders to assist courts in the monitoring for compliance of offenders with court-imposed sentencing (i.e., screening, treatment, ignition interlock, DWI School, etc.) Compliance monitoring follow-up may also include community service supervision. All programs must use the State selected screening and tracking instrument. Programs that fund supervised probation-type services must follow the Misdemeanor Compliance Program Guidelines issued by the Administrative Office of the Courts (AOC).

6. Coordination, Planning, and Evaluation:

The grant supports Coordination, Planning and Evaluation administered by a professional responsible for oversight of all LDWI program efforts: monitoring all activities; budgeting, planning and funding requests; development, maintenance and reporting of all reporting requirements; evaluation of the grant program progress and impact; submission of all required financial and program reports; staffing the LDWI Planning Council; attendance at DWI Grant Council meetings and at the LDWI Bureau workshops.

7. Alternative Sentencing:

Alternative sentencing provides the courts with sentencing alternatives to traditional incarceration, including electronic monitoring devices, alcohol monitoring devices, community custody, DWI Courts, and Alternative Adjudication programs (AJAP) including Teen Courts.

AJAP funding is limited to \$40,000 of LDWI funds. All AJAP's funded through the LDWI grant program must adhere to the Juvenile Adjudication Fund Guidelines, which can be found on the DFA website. All DWI courts must follow AOC specialty court guidelines.

**EXHIBIT "B" QUARTERLY REPORT CHECKLIST AND CERTIFICATION
DISTRIBUTION/DWI GRANT**

Grantee: _____

Quarter: _____

To be completed by DWI Coordinator	To be completed by LDWI Program Manager
Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation	Grant: _____ Received complete: _____ <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation
Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected & spent	Distribution: _____ Received complete: _____ <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected & spent
<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report	<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report
<input type="checkbox"/> Review & Attach MDS Report from NOBLE	<input type="checkbox"/> Review MDS Report
<input type="checkbox"/> Review & Attach Database Quarterly Report from NOBLE	<input type="checkbox"/> Review Database Quarterly Report
<input type="checkbox"/> Review and confirm active users in NOBLE	<input type="checkbox"/> Active users in NOBLE confirmed
<input type="checkbox"/> Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign in Sheet(s)	<input type="checkbox"/> Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign in Sheet(s)
<input type="checkbox"/> Successes/Challenges	<input type="checkbox"/> Successes/Challenges
<input type="checkbox"/> Evaluation Update Narrative	<input type="checkbox"/> Evaluation Update Narrative

Under penalty of law, I hereby certify that all payments made from LDWI grant and distribution monies were verified and accounted for by locally implemented policies and controls; no "individually identifiable health information" as defined by the HIPAA Regulations has been included in the report; and that to the best of my knowledge and belief, the information contained in this report is correct and true and that no other funding source is reimbursing these specific expenditures.

Program Representative Signature

Print Name

Date

County/City Official Signature

Print Name

Date

FOR DEA USE ONLY

I certify that I have reviewed the attached documents for accuracy.

LDWI Program Manager Signature

Print Name

Date

**LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report
by Component**

Grant:

	<u>Budget</u>
Prevention	30,770.00
Enforcement	12,500.00
Screening	0.00
Treatment: Outpatient/Jailbased	9,000.00
Compliance Monitoring/Tracking	3,250.00
Coordination, Planning & Evaluation	21,000.00
Alternative Sentencing	18,480.00
Totals:	95,000.00
ck	95,000.00

Torrance County
PO Box 318
Estancia, NM 87106

505-705-0332
23-D-G-31

In-Kind Match:

	<u>Budget</u>
Prevention	9,500.00
Enforcement	0.00
Screening	1,000.00
Treatment: Outpatient/Jailbased	1,000.00
Compliance Monitoring/Tracking	0.00
Coordination, Planning & Evaluation	20,000.00
Alternative Sentencing	0.00
Totals:	31,500.00

ck 31,500.00

Tot. Bud. Expd: 126,500.00 ck

#####

**LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report**

Exhibit D

Payment Request No.: 1

I. A. Grantee: Torrance County B. Address: PO Box 318 Estancia, NM 87106 C. Telephone No.: 505-705-0332 D. Grant No.: 23-D-G-31	II. Payment: A. Grant Award: \$95,000.00 B. Funds Received To Date: \$0.00 C. Amount Requested This Payment: \$0.00 D. Grant Balance: \$95,000.00 III. Report Period Ending: Enter Date---->
---	---

95,000.00

Budget Line Items	Grant				In-Kind Match			
	Approved Budget	Expenditures This Request	Remaining Budget	Total YTD Expenditures	Approved Budget	Expenditures This Request	Remaining Budget	Total YTD Expenditures
ADMINISTRATIVE								
Personnel Services					6000.00	0.00	6,000.00	0.00
Employee Benefits					1000.00	0.00	1,000.00	0.00
PROGRAM								
Personnel Services	5,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00
Employee Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Travel (In-State)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Travel (Out-of-State)	2,500.00	0.00	2,500.00	0.00	0.00	0.00	0.00	0.00
Supplies	0.00	0.00	0.00	0.00	4,600.00	0.00	4,600.00	0.00
Operating Costs	5,800.00	0.00	5,800.00	0.00	19,900.00	0.00	19,900.00	0.00
Contractual Services	81,700.00	0.00	81,700.00	0.00	0.00	0.00	0.00	0.00
Minor Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Capital Purchases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS	95,000.00	0.00	95,000.00	0.00	31,500.00	0.00	31,500.00	0.00

Per. Serv.
Empl. Ben.

Per. Serv.
Empl. Ben.
Travel In
Travel Out
Supplies
Operating
Contractual
Minor Equip.
Capital Purch

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Grantee Fiscal Officer (Printed Name and Title)

Grantee Representative (Printed Name and Title)

Grantee Fiscal Officer (Signature) Date

Grantee Representative (Signature) Date

(DFA/Local Government Division Use Only)

Local Government Division Fiscal Officer Date

Local Government Division Program Manager Date

LOCAL DWI GRANT PROGRAM
Request for Payment/Financial Status Report
Breakdown By Component

Exhibit D (1)
0

Grantee: Torrance County
 Grant No.: 23-D-G-31
 Request No. 1

Total Grant Funds Requested This Request:	<u>0.00</u>
Total In-Kind Match This Request:	<u>0.00</u>
Total Expenditures Reported This Request:	<u>0.00</u>

Grant:

	<u>Budget</u>	<u>This Request</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>
Prevention	30,770.00	0.00	30,770.00	0.00
Enforcement	12,500.00	0.00	12,500.00	0.00
Screening	0.00	0.00	0.00	0.00
Treatment: Outpatient/Jailbased	9,000.00	0.00	9,000.00	0.00
Compliance Monitoring/Tracking	3,250.00	0.00	3,250.00	0.00
Coordination, Planning & Evaluation	21,000.00	0.00	21,000.00	0.00
Alternative Sentencing	18,480.00	0.00	18,480.00	0.00
Totals:	<u>95,000.00</u>	<u>0.00</u>	<u>95,000.00</u>	<u>0.00</u>

In-Kind Match:

	<u>Budget</u>	<u>This Request</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>
Prevention	9,500.00	0.00	9,500.00	0.00
Enforcement	0.00	0.00	0.00	0.00
Screening	1,000.00	0.00	1,000.00	0.00
Treatment: Outpatient/Jailbased	1,000.00	0.00	1,000.00	0.00
Compliance Monitoring/Tracking	0.00	0.00	0.00	0.00
Coordination, Planning & Evaluation	20,000.00	0.00	20,000.00	0.00
Alternative Sentencing	0.00	0.00	0.00	0.00
Totals:	<u>31,500.00</u>	<u>0.00</u>	<u>31,500.00</u>	<u>0.00</u>

Total Expenditures This Reimbursement:	<u>0.00</u>	↔	Checks:
Total Expenditures Year to Date:	<u>0.00</u>	↔	<u>0.00</u>

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

 Grantee Representative (Signature)

 Title

 Date

Exhibit G - Grant

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: _____
Grant No.: _____
Request No.: _____

Total Grant Funds Requested This Request: 0.00
Total In-Kind Match This Request: 0.00
Total Expenditures Reported This Request: 0.00

Grant Expenditures:

ADMINISTRATIVE

Administrative expenses are not allowed.

PROGRAM

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Personnel Services:				<u>0.00</u>	

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Document Identifier</u>	<u>Description</u>	<u>Amount</u>	<u>Component</u>
Total Employee Benefits:				<u>0.00</u>		

Travel (In-State)

<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Travel (In-State):				<u>0.00</u>		

Exhibit G- Grant

Travel (Out-of-State)

<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Travel (Out-of-State):						<u>0.00</u>

Supplies (*List Prevention Giveaways/Promotional Items separately below)

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Supplies:						<u>0.00</u>

***Prevention Giveaways/Promotional Items**

Total Supplies:						<u>0.00</u>

Operating Costs

<u>Date(s) Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Operating Costs:						<u>0.00</u>

Contractual Services

<u>Period Covered</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Contractual Services:						<u>0.00</u>

Minor Equipment

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Minor Equipment:						<u>0.00</u>

Exhibit G - Grant In-Kind Match

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: 0
 Grant No.: 0
 Request No.: 0

Total Grant Funds Requested This Request: 0.00
 Total In-Kind Match This Request: 0.00
 Total Expenditures Reported This Request: 0.00

In-Kind Match Expenditures:

ADMINISTRATIVE

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Document Identifier</u>	<u>Description</u>	<u>Amount</u>	<u>Component</u>
Total Personnel Services:						<u>0.00</u>

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Document Identifier</u>	<u>Description</u>	<u>Amount</u>	<u>Component</u>
Total Employee Benefits:						<u>0.00</u>

PROGRAM

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Personnel Services:					<u>0.00</u>

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Document Identifier</u>	<u>Description</u>	<u>Amount</u>	<u>Component</u>
Total Employee Benefits:						<u>0.00</u>

Travel (In-State)

<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>

Exhibit G - Grant In-Kind Match

Total In-Kind Match:

Check: 0.00 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

Grantee Representative (Signature)

Title

Date

**EXHIBIT "I" ENFORCEMENT ACTIVITY REPORT
DFA/LOCAL GOVERNMENT DIVISION LDWI PROGRAM**

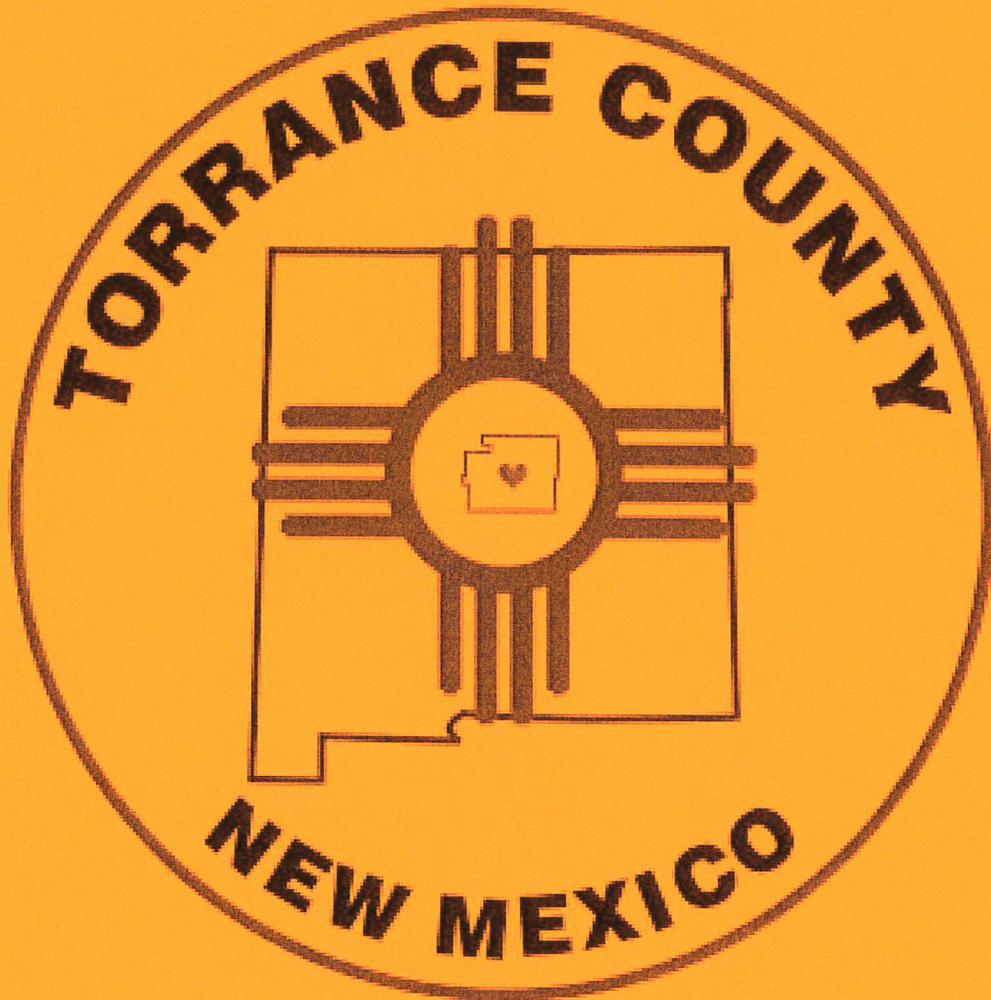
GRANTEE: _____ Report Period: _____

COMPLETE ONE FORM FOR EACH TYPE OF ACTIVITY CONDUCTED

ENFORCEMENT ACTIVITIES: Underage Enforcement Checkpoint Directed Patrol
Other _____

Agency:		Date Activity Conducted:		Number of Officers		
Location of Activity:		Start Time:	End Time:	Additional Funds Used For Activity		
# DWI Arrests		# Under 21 Possession Citations:				Source(s):
# Other Arrests		# Open Container Citations				
# Written Warnings		# Other Citations				Total Amount: \$

Officer Name	Dates Worked	Total Hours Worked	Hourly Rate	Total Paid
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Totals		0.00		\$ -



Agenda Item
No. 12-D



**NEW MEXICO DEPARTMENT OF PUBLIC SAFETY
LAW ENFORCEMENT RETENTION FUND PORTAL**

[Dashboard](#) [Users](#) [Instruction Manual](#) [Log Out](#)

Welcome, Torrance County Sheriff's Office

SUBMIT ROSTERS TO DPS

Submitted

Based on your current agency rosters, the following will be submitted to the Department of Public Safety for review:

20

Eligible Officers

[Submit To DPS](#)



OFFICER ROSTER

Manage the roster of officers that you have in your agency. You will need to add officer information such as name, total years of service, date of hire, etc.

[Manage Officer Roster](#)



ADDITIONAL DATA POINTS

Update additional data required for the Law Enforcement Retention Fund

[Manage Additional Data](#)



NEW MEXICO DEPARTMENT OF PUBLIC SAFETY LAW ENFORCEMENT RETENTION FUND PORTAL

[Dashboard](#) [Users](#) [Instruction Manual](#) [Log Out](#)

Additional Data

Please submit your agency's employment numbers and applicant data by filling out the information below:

Employment Numbers

How many law enforcement agents were employed at your agency in:

FY 2017

FY 2018

FY 2019

FY 2020

FY 2021

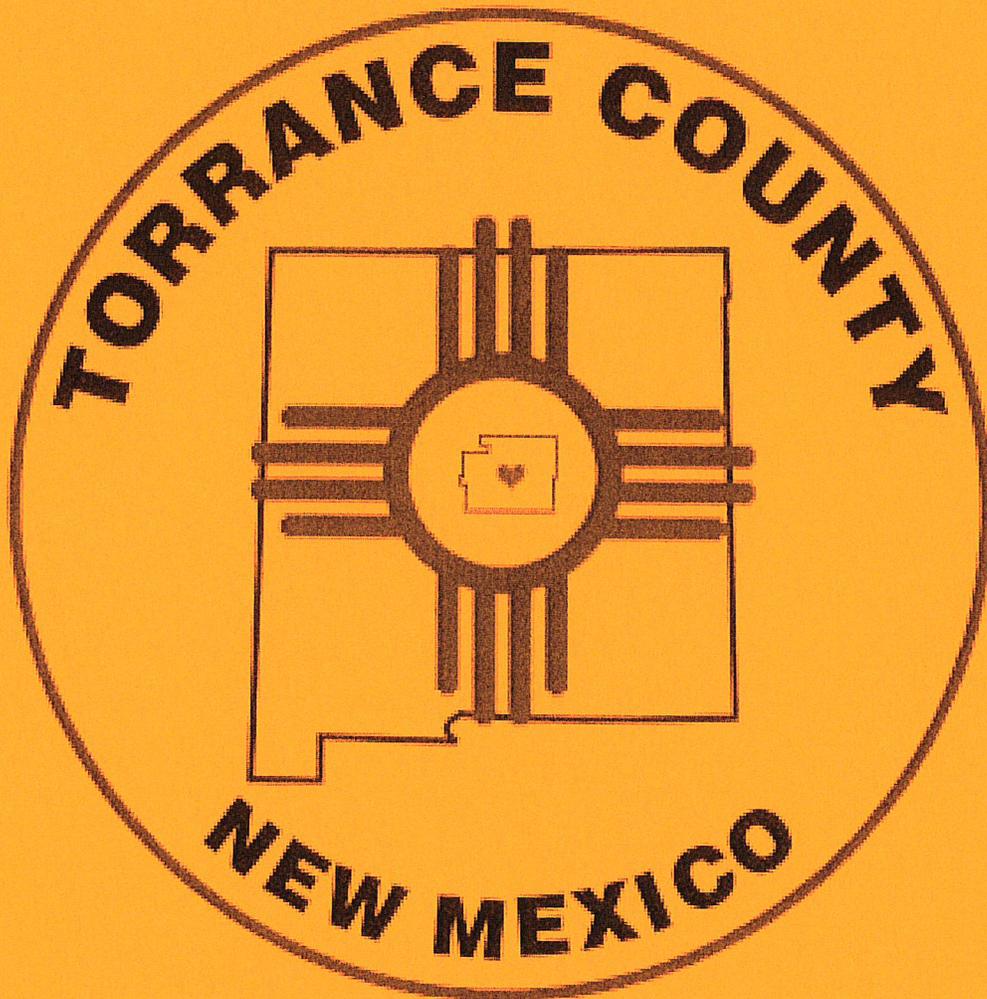
Applicant Data

HOW MANY APPLICANTS TO YOUR LAW ENFORCEMENT AGENCY FOR A POSITION AS A LAW ENFORCEMENT OFFICER WERE THERE IN FY 2021?

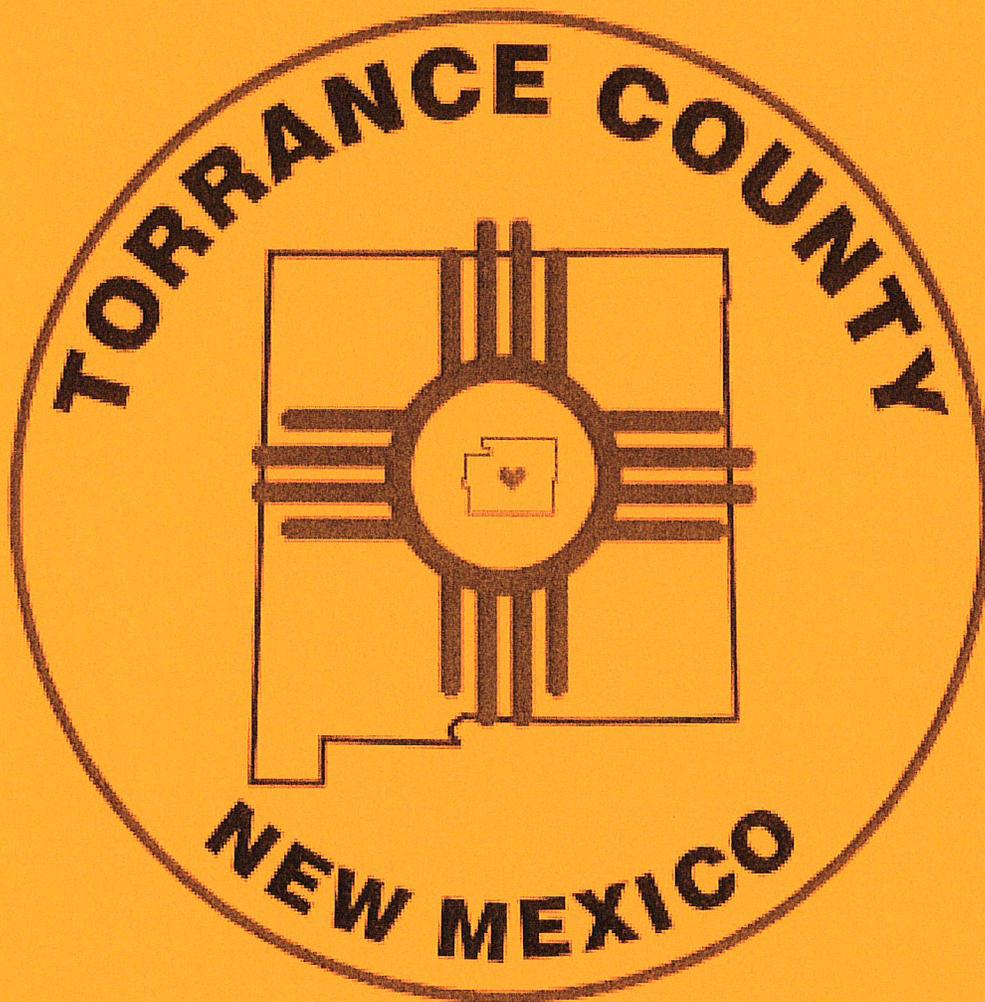
HOW MANY APPLICANTS TO YOUR LAW ENFORCEMENT AGENCY FOR A POSITION AS A LAW ENFORCEMENT OFFICER WHO ATTENDED A LAW ENFORCEMENT ACADEMY WERE THERE IN FY 2021?

Compensation Changes

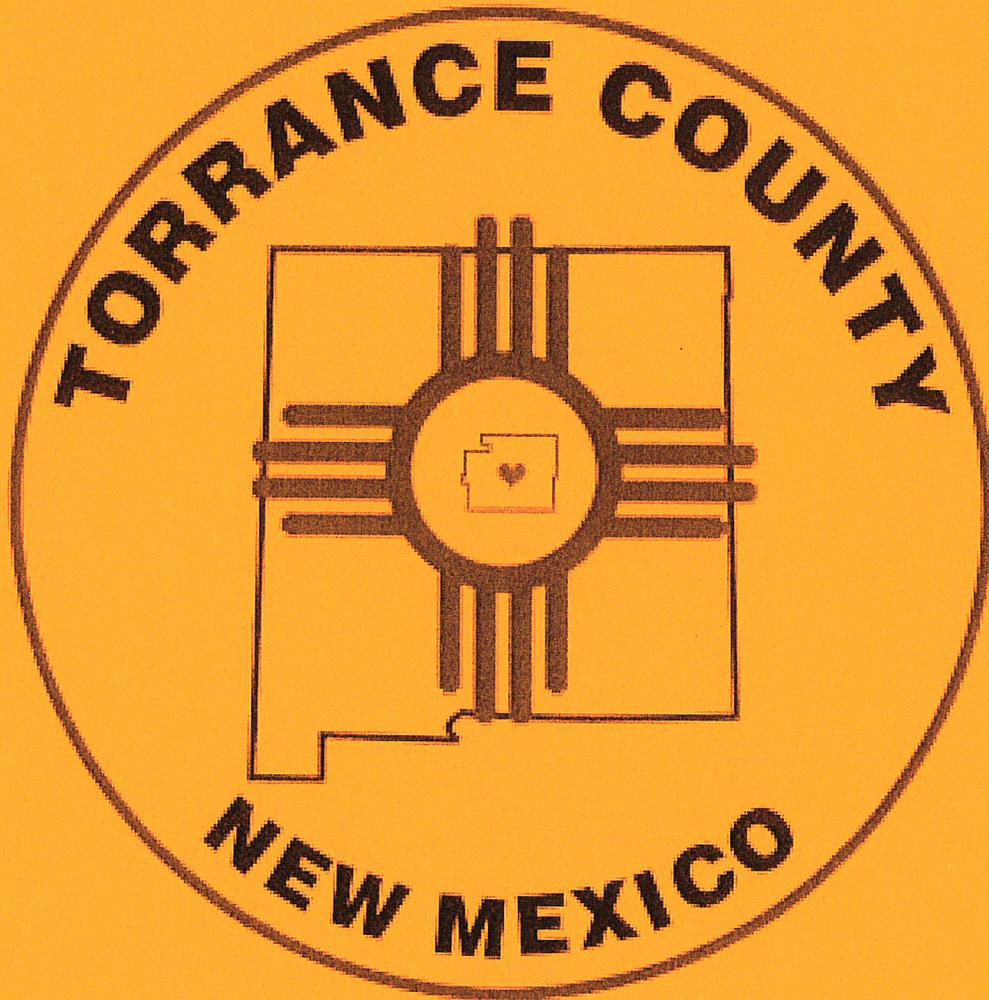
PLEASE LIST ANY CHANGES TO COMPENSATION, RECRUITING, RETENTION, OR BENEFITS OF OFFICERS IMPLEMENTED IN FISCAL YEAR 2021:



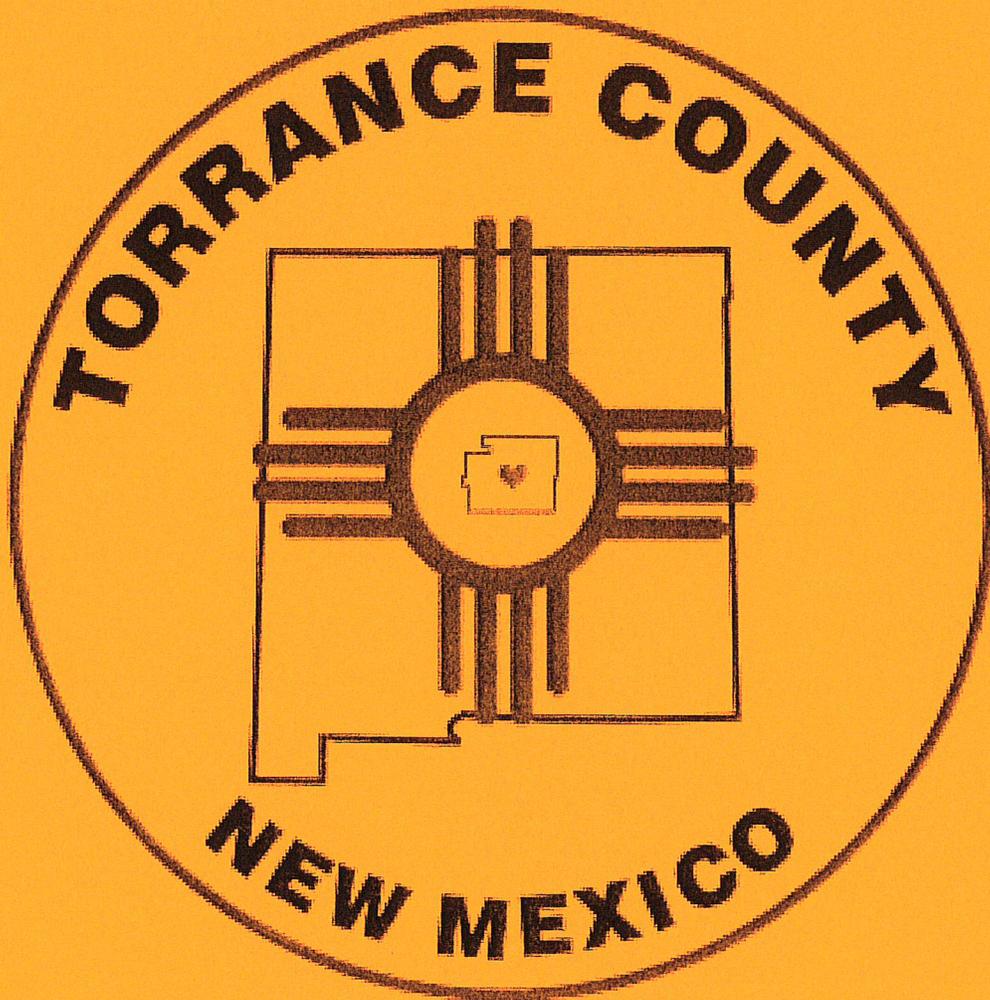
*Agenda Item
No. 12-E*



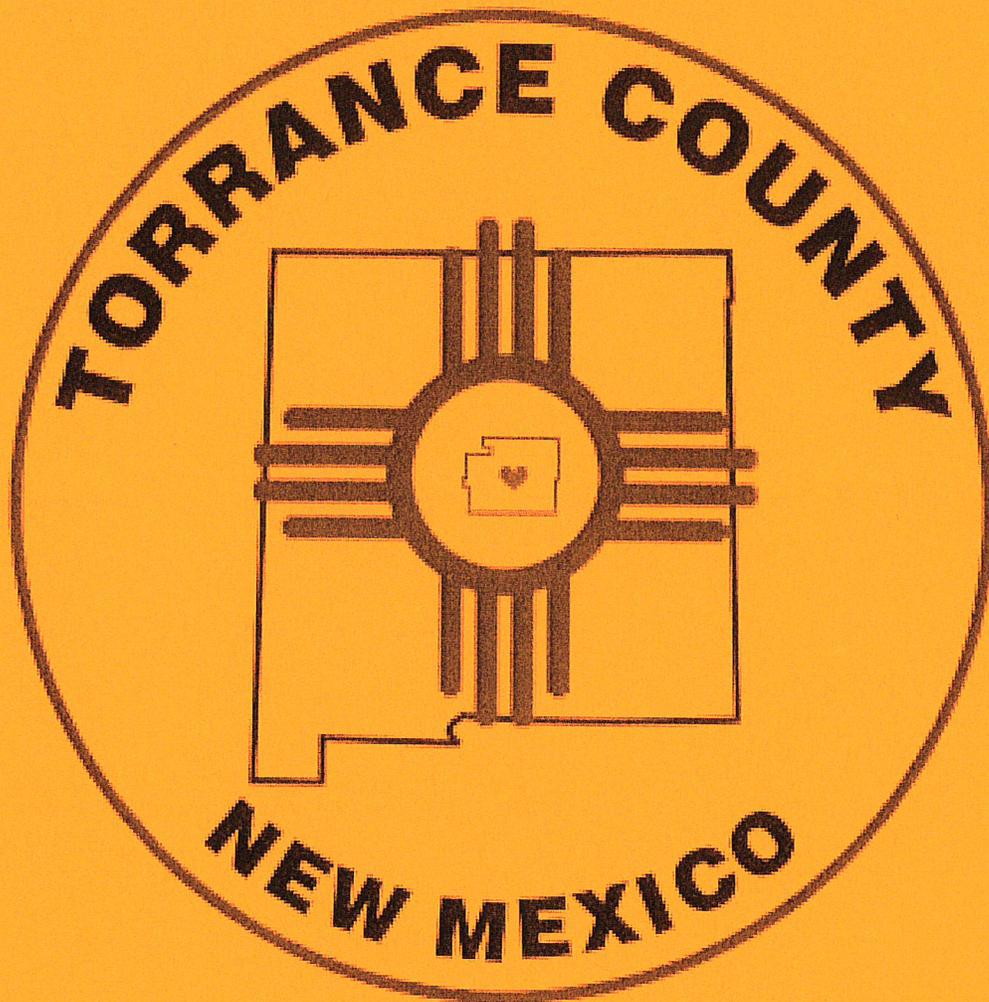
*Agenda Item
No. 12-G*



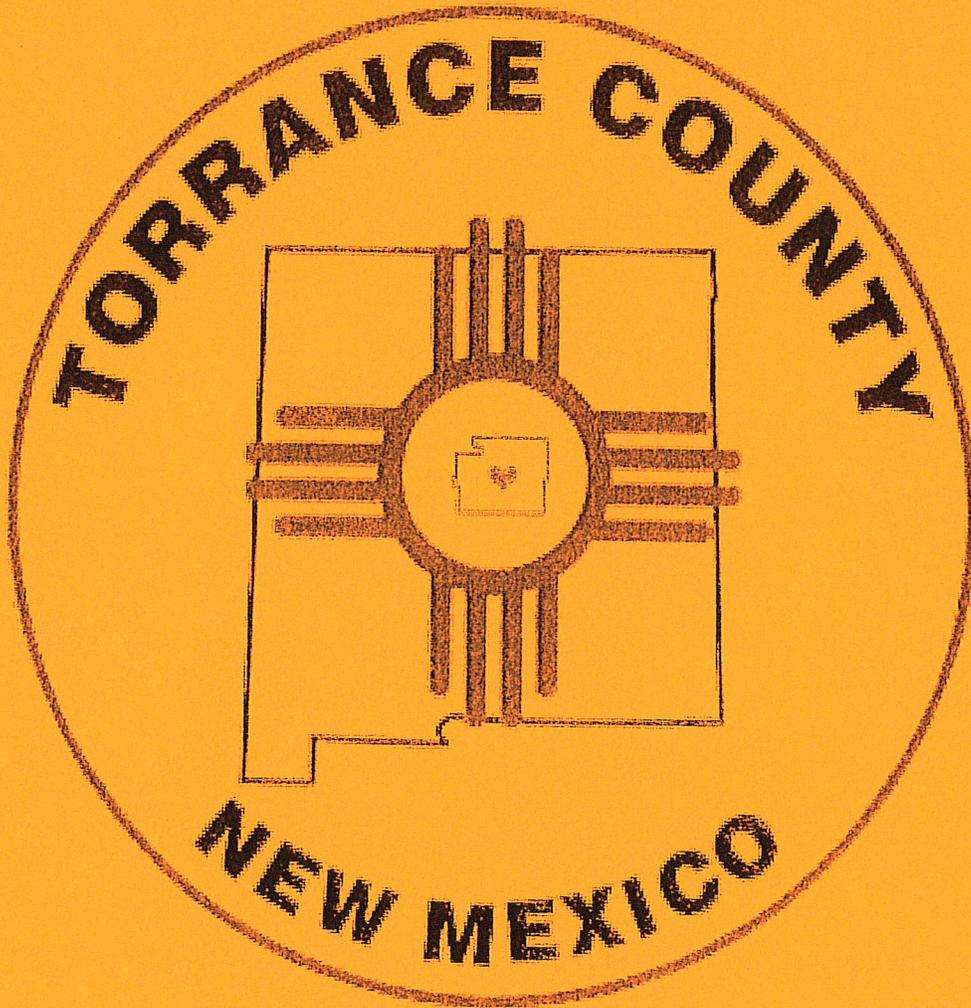
*Agenda Item
No. 12-H*



*Agenda Item
No. 13-A*



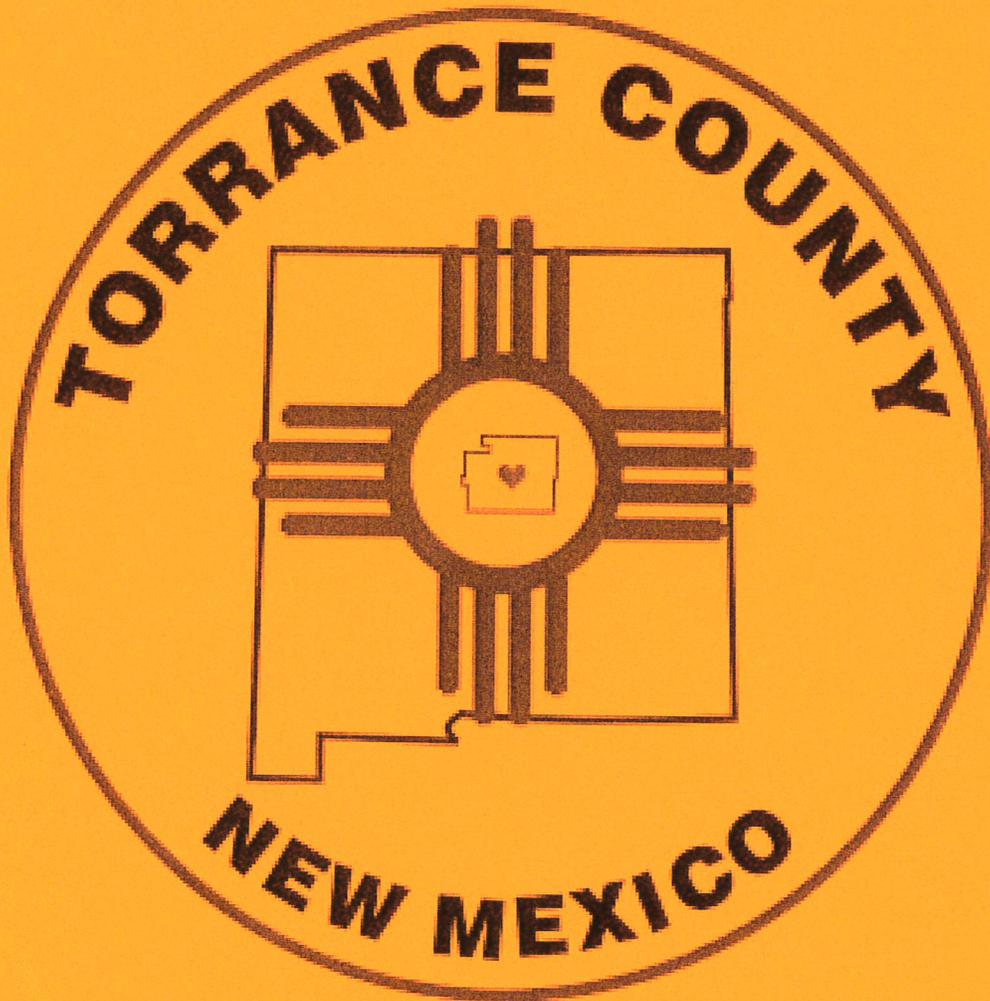
*Agenda Item
No. 13-B*



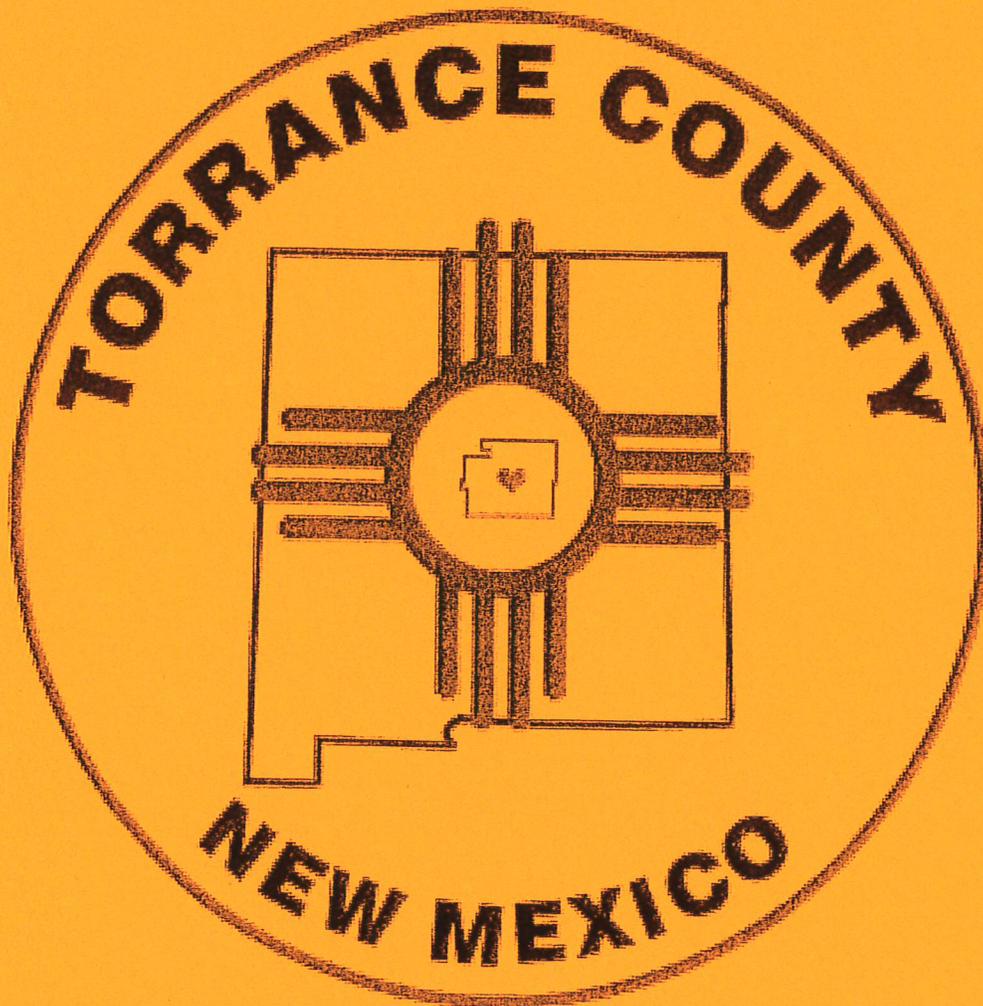
Agenda Item
No. 13-C



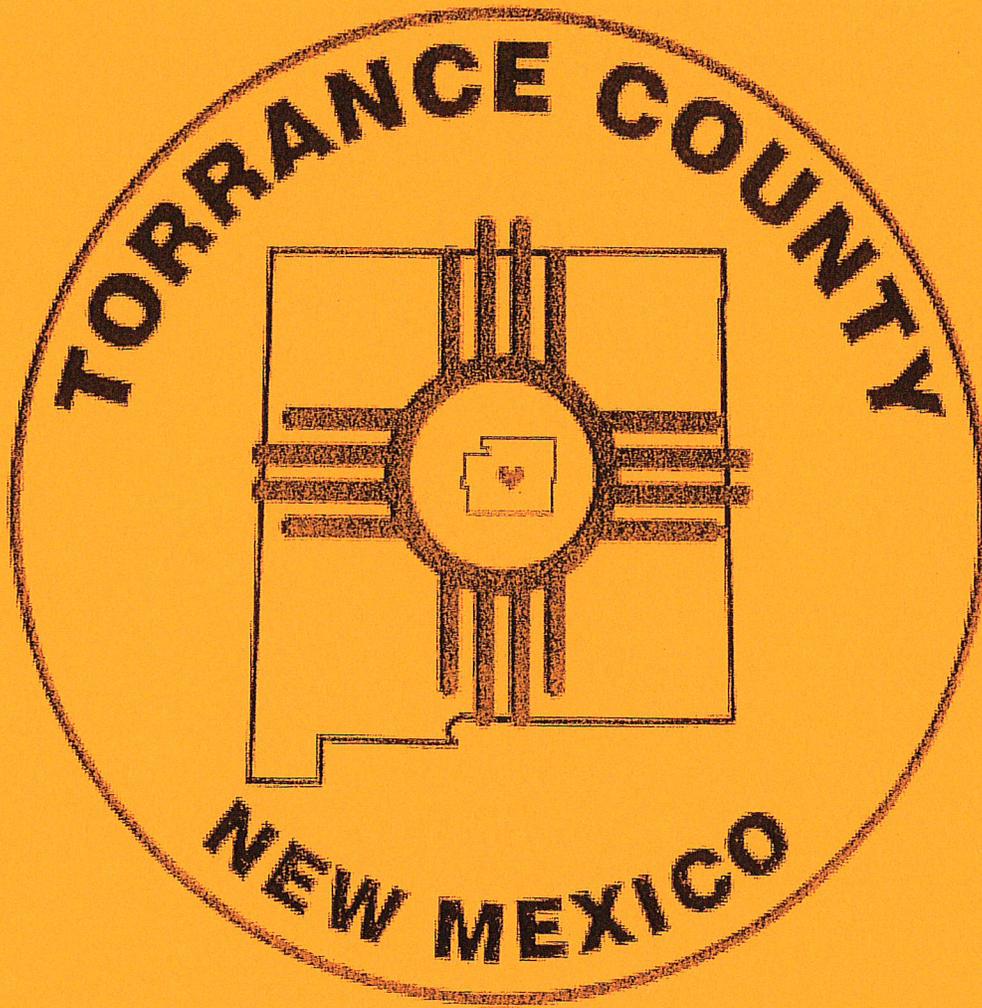
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No. 13-D*



*Agenda Item
No. 14*



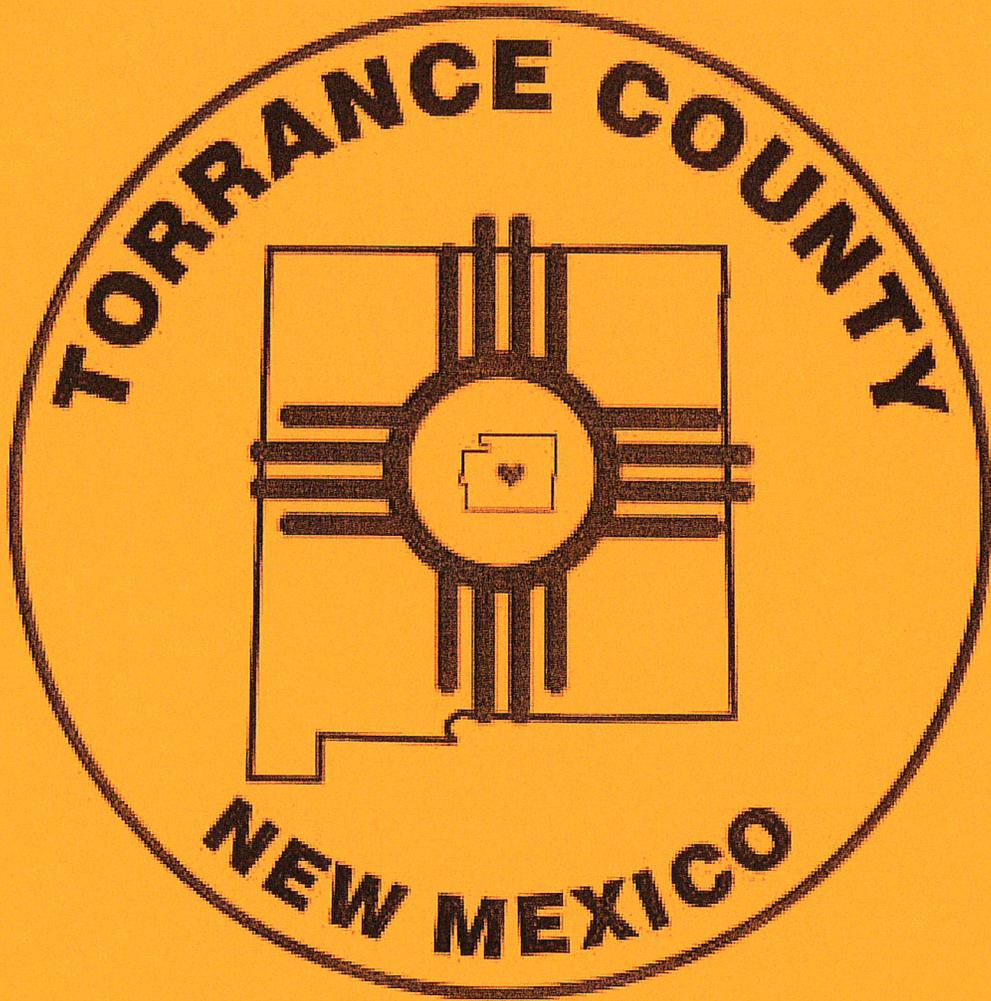
*Agenda Item
No. 15*



Agenda Item
No. 16



*Agenda Item
No. 17*



*Agenda Item
No. 18*