

TORRANCE COUNTY
COMMISSION MEETING
November 13, 2019
9:00 A.M.

For Public View
Do Not Remove



Torrance County

BOARD OF COUNTY COMMISSIONERS (BCC)

Ryan Schwebach, Chair – District 2

Javier Sanchez, Vice Chair – District 3

Kevin McCall, Member – District 1

Wayne Johnson, County Manager

ADMINISTRATIVE MEETING AGENDA

WEDNESDAY, NOVEMBER 13TH, 2019 @ 9:00 AM

1. Call to Order

2. Invocation and Pledge of Allegiance

3. Changes to the Agenda

4. PROCLAMATIONS

EMERGENCY MANAGER: Present a Proclamation to East Mountain.

5. CERTIFICATES AND AWARDS

6. BOARD AND COMMITTEE APPOINTMENTS

A. COMMISSION: Motion to approve Torrance County Land Grant Advisory Board Appointees:

- Jason Quintana, Manzano
- Andrew Gutierrez, Tajique
- Juan Sanchez, Chilili
- Leon Chavez, Torreon
- Phillip Lovato, Abo
- Victor Romero, Punta de Agua

7. PUBLIC COMMENT and COMMUNICATIONS

8. APPROVAL OF MINUTES

A. COMMISSION: Motion to approve the October 23, 2019 Torrance County Board of County Commission Minutes.

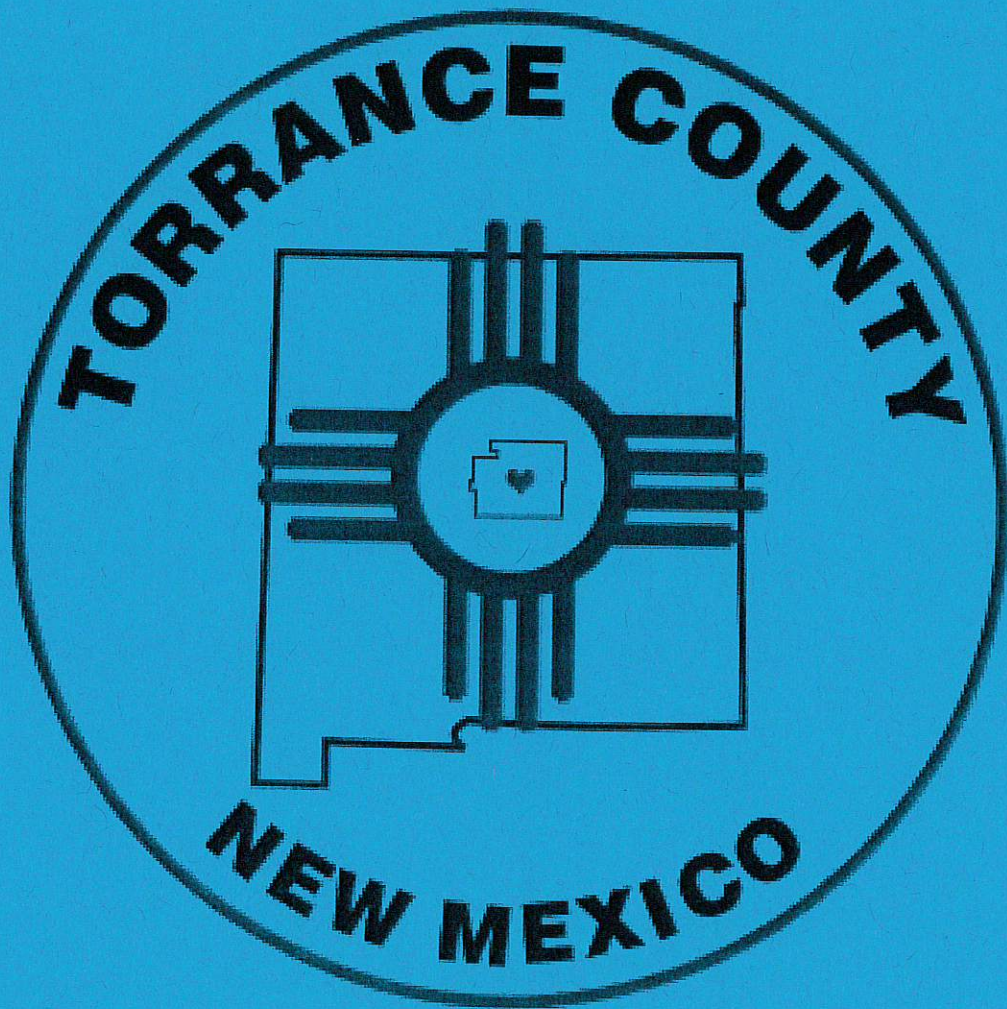
9. APPROVAL OF CONSENT AGENDA

- A. **FINANCE:** Approval of Payables.
- B. **MANAGER:** Motion to Accept the Third Quarter Restrictive Housing Report from CoreCivic pursuant to NMSA 1978 § 33-16-5.
10. **ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**
- A. **MANAGER-PUBLIC HEARING:** Motion to approve authorization of the issuance and sale of Torrance County, NM Taxable Industrial Revenue Bonds for the La Joya Wind, LLC Project II, in the amount of \$385,000,000. **ORDINANCE NO.** _____
11. **ADOPTION OF RESOLUTION**
- A. **TREASURER:** Motion to approve the New Mexico Counties 2020 Legislative Priorities. Resolution No. 2019- _____.
- B. **COMMISSION:** Motion to approve Resolution _____ declaring the intent to issue taxable Industrial Revenue Bonds not to exceed the amount of \$1,820,000,000 in connection with wind energy projects to be located within the unincorporated area of Torrance County.
- C. **COMMISSION:** Motion to approve Amended Torrance County Land Grant Advisory Board, Resolution 2019-52. **Ratified.** (Sanchez)
- D. **COMMISSION:** Motion to approve the creation of the Heritage Center Advisory Board. Resolution 2019- 53.
12. **APPROVALS**
- A. **COMMISSION:** Discussion and motion to approve changing the dates of the November 27, 2019 and December 25, 2019 Board of Commission Meetings.
- B. **COMMISSION:** Discussion and motion to approve Special Meeting to officially present the Torrance County ICIP Lists.
- C. **MANAGER:** Motion to approve 2020 Board of Commission Meetings and Holiday closure schedules.
- D. **FAIR BOARD:** Motion to approve advertisement for letters of interest for two (2) Fair Board positions.
- E. **FAIR BOARD:** Motion to approve advertisement for letter of interest for one (1) Fair Board Secretary position.
- F. **FAIR BOARD:** Motion to approve extending contract with current Fair Board Secretary to December 31, 2019.
- G. **MANAGER:** Motion to approve salary increase for current GIS Mapper/Rural Addressing position.

- H. EMERGENCY MANAGER:** Motion to approve State Homeland Security Grant Program (SHSGP) agreement.
- I. DWI:** Motion to approve the Torrance County DWI Prevention Program to establish a DWI Planning Council in accordance with the guidelines set forth by DFA.
- J. DWI:** Motion to approve the CDWI Grant Agreement, #20-CD-05-103.
- K. CLERK:** Motion to approve the Canvass of the 2019 Local Election by Commission.
- L. PLANNING & ZONING: Re-Convene Public Hearing** – Andrew Miller partial vacation of Antelope Springs Subdivision & rights of way for Bart Lane. (This is a continuation of the hearing begun October 23rd.)
- M. SHERIFF:** Motion to approve MOU between DEA/HIDTA and TCSO.
- 13. DISCUSSION:**
- A. COMMISSION:** Update on 2020 Census Complete Count (Peggy Schwebach)
- B. COMMISSION:** Purchase of the Wells Fargo building in Estancia.
- C. MANAGER/GRANT COORDINATOR:** Announcement of community meetings for Southern Torrance County Economic Development Strategy Project.
- 14. EXECUTIVE SESSION**
As Per Motion and Roll Call Vote, Pursuant to New Mexico State Statute Section 10-15-1, the Following Matters Will be discussed in Closed Session:
- A. COUNTY ATTORNEY:** Pending Litigation, Lidyard vs Watts.
Closed pursuant to NMSA 1978, § 10-15-1(H)(7).
- B. ROAD:** Discussion regarding the purchase, acquisition or disposal of real property for Torrance County operations, NMSA 1978, § 10-15-1 (H)(8)
- C. MANAGER:** Limited personnel matters pursuant to NMSA 1978, § 10-15-1 (H)(2).
- 15. Announcement of the next Board of County Commissioners Meeting:**
November 27, 2019 9:00 AM at the Torrance County Administration Building Estancia, NM.
- 16. Signing of Official Documents**



*Agenda Item
No. 1*



Agenda Item
No. 2



*Agenda Item
No. 3*



Agenda Item
No. 4-A

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County Commission
Commissioner Kevin McCall, District 1
Commissioner Ryan Schwebach, District 2
Commissioner Javier E. Sanchez, District 3
County Manager
Wayne Johnson

REQUEST TO BE PLACED ON THE TORRANCE COUNTY COMMISSION AGENDA
This form must be returned to the County Manager's Office **ONLY!**

Deadline for inclusion of an item is WEDNESDAY, NOON prior to the subsequent meeting.
All fields must be filled out for consideration.

Name: MATT PROPP TORRANCE COUNTY OEM
First Last Department / Company / Organization Name

Today's Date: 11/6/19 Mailing Address: 903-A STATE HIGHWAY 41
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 505-705-0836 Fax Number: _____
Would you like this Agenda Faxed to you? Yes No

Email Address: mpropp@tcnm.us

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: _____

Brief explanation of business to be discussed:
EAST MOUNTAIN CERT (COMMUNITY EMERGENCY RESPONSE TEAM)
FGMA REGION 6 & THE STATE OFFICE OF HOMELAND SECURITY
WOULD LIKE TO PRESENT EAST MOUNTAIN CERT WITH
A COMMUNITY PREPAREDNESS AWARD (THEY WON THE AWARD FOR
ALL OF REGION 6.

Is this a Resolution, Contract, Agreement, Grant Application, Other? PROCLAMATION

Has this been reviewed by Grant Committee? YES NO If yes, corresponding paperwork must be attached. N/A

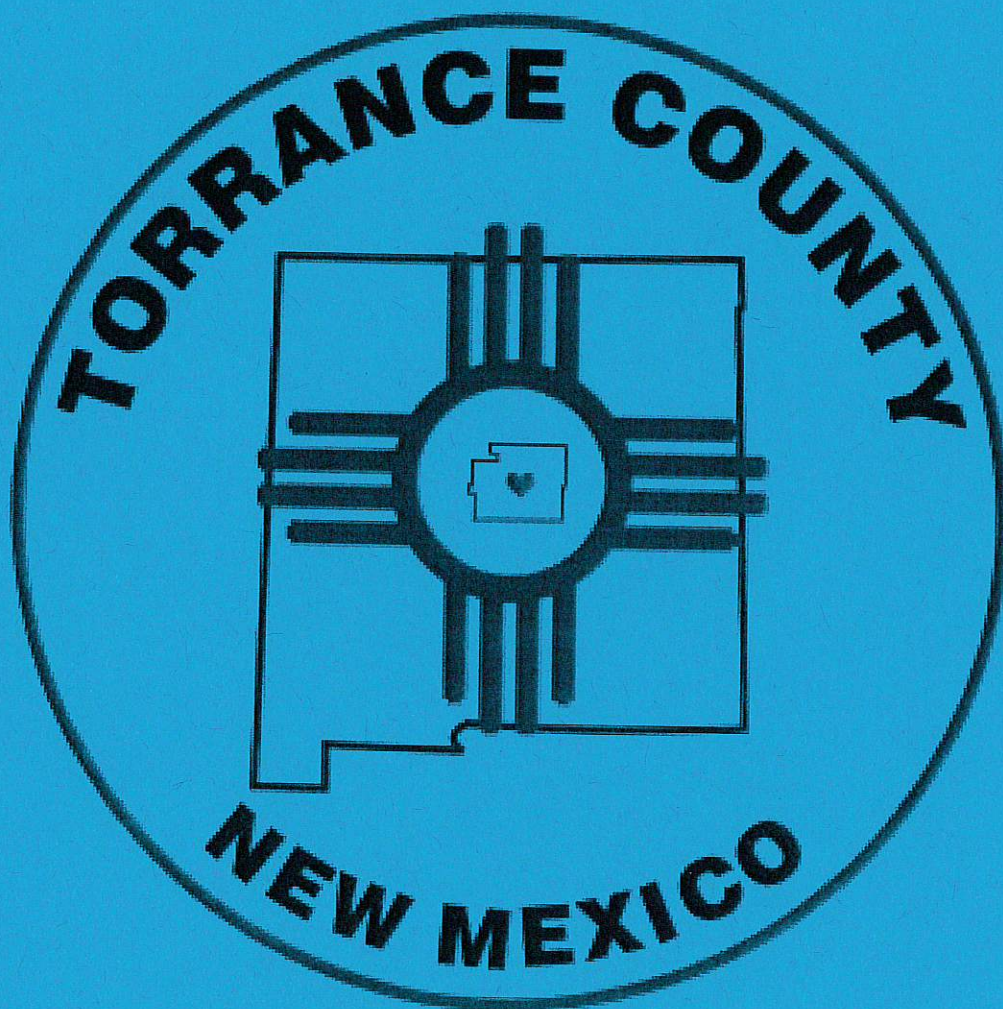
Has this been reviewed by the County Attorney? YES NO N/A

If this is a contract, MOU, or Joint Powers Agreement there must be a signature line for the County Attorney on the original contract. NO

Has this been reviewed by the Finance Dept? YES NO Initials: _____ N/A

- No Impact
- Change in current fund
- Raise Budget (allow 45 days after Commission approval)
- Change in funds (allow 45 days after Commission approval)
- Reduction
- Transfer funds (allow 45 days after Commission approval)

Other: _____



Agenda Item
No. 5



Agenda Item
No. 6-A



Agenda Item
No. 7



Agenda Item
No. 8-A

**DRAFT COPY
TORRANCE COUNTY BOARD OF COMMISSIONERS
COMMISSION MEETING
OCTOBER 23, 2019**

COMMISSIONERS PRESENT: RYAN SCHWEBACH –CHAIRMAN
KEVIN MCCALL- DISTRICT 1
JAVIER SANCHEZ –DISTRICT 3

OTHERS PRESENT: WAYNE JOHNSON-COUNTY MANGER
BELINDA GARLAND-DEPUTY COUNTY MANAGER
JOHN BUTRICK-COUNTY ATTORNEY
LINDA JARAMILLO- COUNTY CLERK
SYLVIA CHAVEZ-ADMIN. ASST.

1.) CALL MEETING TO ORDER

Chairman Schwebach calls the October 23, 2019 Commission Meeting to order at 9:05 A.M.

2.) INVOCATION AND PLEDGE

Pledge and Invocation lead by Chairman Schwebach

3.) CHANGES TO THE AGENDA

County Manager Johnson explains that there are no changes to the agenda just corrections on item 8A & 8B the wording needs to be changed to approval of the September 25 2019 Board of County Commissioners Commission Meeting minutes and approval of the October 15, 2019 Board of County Commissioners Special Commission Meeting minutes.

4.) PROCLAMATIONS

Chairman Schwebach would like everyone to be aware of the CCC, census which is the Complete Correct Count Committee and anybody interested in being on the committee or part of the census contact the County. This is very important, the census is how the County gets money by having an accurate count.

5.) CERTIFICATES AND AWARDS

There were no items presented

6.) BOARD AND COMMITTEE APPOINTMENTS

There were no items presented

7.) PUBLIC COMMENT and COMMUNICATIONS

Linda Jaramillo, Torrance County Clerk gives an update on the 2019 Local Election that is going on, there are 9705 registered voters in the County. There are 30 absentee ballots out, 124 people have voted in person. Mobile voting is going on right now in Mountainair from 10-6, Ms. Jaramillo encourages everyone to vote. There were 16 people that voted yesterday and the staff is there again today. Mobile voting will be at the McIntosh Fire Department on Thursday and next week for two days the mobile voting unit will be at the Moriarty-Edgewood School Administration building. This is a local election which covers the Municipalities, School Board and Soil and Water Conservation Districts, she explains that there are uncontested races but feels that in future elections this will change. She encourages everyone to exercise their right and VOTE. Ms. Jaramillo informs the Commission that the Secretary of State's office called her and asked for an estimate of the reimbursement to the county for this election. Ms. Jaramillo gave them the amount of \$24,468.00, this will be what the County will be reimbursed for this Local Election.

Jason Quintana, President La Merced de Manzano states that he is here today in support of agenda item 11.B. This advisory board will help with the communication between the land grants and the County. Mr. Quintana explains that on the state level the Land Grants also have the land grant council. He reminds the Commission that the Manzano Land Grant is considered a political subdivision as well as Tajique and Chilili. Mr. Quintana feels that getting this board together will help with the disconnect that the land grants feel they have with the County and open the dialogue for better communication.

Brenda Rich, Torrance County Resident is here today to talk about 2 issues she is having, one is with the Miller project, she explains that her daughter just recently purchased property in the McIntosh area. Ms. Rich states that there are several wells in the area that have gone out including Mr. Schwebach. Ms. Rich feels that the community cannot afford another Hemp farm in the area, the water is going dry. She suggests moving the Hemp farm somewhere else in the County where water is not an issue. The other issue Ms. Rich has is with PILT funding to the school districts, the split is currently 40/60 with the school districts getting the 40% and the County getting the 60%. Ms. Rich states that the school systems will go broke if those numbers are changed. She would like to see that changed to 50/50, this affects our children and she will not stand for it. There are petitions going around to have it changed to 50/50.

Jack Props, Vaughn Schools Superintendent gives a brief statement about the La Joya wind projects and the split of the PILT monies that will be received by the School districts and County. Mr. Props explains that the communication that has been given to the School districts about the 20/80 split is a concern to the school districts. He understands the needs of the County but he does not feel that the County understands the needs of the school districts. As educators it is their responsibility to make sure their students' needs are met. Those needs include being fed, meet their physical and emotional needs. Mr. Props explains that it is very difficult for students to be engaged if they are hungry or if their classrooms are hot during the summer with no air conditioner. And then there is the safety issue, we are all aware that the Estancia School district had a safety issue not too long ago with the bomb found on campus. Mr. Props does commend the Commission for their service to their communities, he also sits on the town council and has to make these types of decisions. He is asking that they take a long

hard look at the decision that is needing to be made here today and asks that a fair decision be made for everyone involved.

County Manager Johnson just wants to clarify that what is being discussed today is for new projects, not previous projects. So there will be no reduction to previous projects amounts, today will be discussion for new projects. That decision will be made by the County Commission and that will be discussed in executive session. He welcomes the school districts to the meeting today and hopes that they feel welcomed.

8.) APPROVAL OF MINUTES

A.) COMMISSION: Motion to approve the September 25, 2019 Torrance County Board of County Commission Regular Minutes.

ACTION TAKEN: **Chairman Schwebach** makes a motion to approve the September 25, 2019 Regular Commission Meeting minutes. **Commissioner McCall** seconds the motion. No further discussion, all in favor. **MOTION CARRIED**

B.) COMMISSION: Motion to approve the October 15, 2019 Torrance County Board of County Commission Special Minutes.

ACTION TAKEN: **Commissioner McCall** makes a motion to approve the October 15, 2019 Special Commission Meeting minutes. **Chairman Schwebach** seconds the motion. No further discussion, all in favor. **MOTION CARRIED**

9.) APPROVAL OF THE CONSENT AGENDA

A.) Finance: Approval of Payables

ACTION TAKEN: **Commissioner McCall** makes a motion to approve the payables. **Chairman Schwebach** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

10.) ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE

There were no items presented

11.) ADOPTION OF RESOLUTION

A.) FINANCE: Motion to approve Budget Increase No. 2019-56

Belinda Garland presents the Commission with a budget increase for the following money that the County received, Clerk- Election School Training \$389.28, Fire Admin-EMS Fund ACT \$12,059.00, Fire Admin-Fire Protection Fund \$23,458.00, Manager-Senior Center Vehicles \$136,000.00, Manager-Mountainair Senior Center \$5,650.00, Grants-Census Grant for Printing/Publishing \$8,000.00, Grants-Census Grant for Outreach \$5,000.00 and Grants-Census Grant for Contract Services \$6,308.00. The total amount of the budget increases is \$199,364.28. **ACTION TAKEN:** **Chairman Schwebach** makes a motion to approve Resolution 2019-56 Budget Increase. **Commissioner McCall** seconds the motion. No further discussion, all in favor. **MOTION CARRIED**

B.) COMMISSION: Motion to approve the creation of the Torrance County Land Grant Advisory Board Resolution 2018-52. (Sanchez)

Commissioner Sanchez reads the resolution into record.

County Attorney John Butrick would like to make a few technical changes, on the 3rd whereas strikeout “has”, the paragraph under the “Now therefore be it resolved” change the wording to say “Said board is to be made up and of representatives” and the next thing to be changed is “Done this 23rd day of October 2019”. Those are all the changes John is suggesting to Commission if approved today.

Commissioner Sanchez states that this item has been discussed in the past by the Commission and has been differed a couple of times but Commissioner Sanchez asks if there are any questions.

Commissioner McCall asks why this board needs to be created when there is public comment at the Commission meetings and if there is an issue that the Land Grants may have they can talk to their Commissioner.

Commissioner Sanchez explains that the Land Grants have a unique status in the state of NM as well as other states. There is some precedence for the close communication between Land Grants and their local government. This board will help the land grants keep in close contact with the Commission and there be no misunderstanding between the County and the Land Grants.

Commissioner McCall states that the only misunderstanding there could be is the misunderstanding amongst themselves (the land grants). Commissioner McCall states that the land grants can come to the Commission individually with any concerns or issues they may have. What is troublesome to Commissioner McCall is that as a collective group one land grant may feel that they are not being heard over the others concerns. Or come to the table with a full alliance because they may feel that they are not being fully represented by this collation group.

Chairman Schwebach states that he has to mimic a bit of what Commissioner McCall is saying. The only Land Grant we have heard from is the Manzano Land Grant, there is a list of 6 Land Grants. So is this advisory board going to meet and talk about their concerns and issues they have and then bring those concerns and issues to the Commission to address and the is the Commission not to listen to one individual Land Grant with their specific issue?

Commissioner Sanchez replies, if you can remember back to your 1st Commission meeting with the cell tower in Tajique, there was a lot of misunderstanding with that. This board will be a more efficient way of communication with the County to address these types of concerns. To be understood is different than being heard and that’s what the Land Grants want. The Land Grants want to be understood, to be communicated with and to have an open dialogue with the County.

Chairman Schwebach states that he understands that concept but asks why the County is the mechanism versus the Land Grants themselves to create this committee.

Jason Quintana President La Merced de Manzano answers Chairman Schwebach’s question, the County is the big brother. The County is our unit of government, Mr. Quintana states that as of right now the land grants go directly to the state to handle any issue they may have. They are trying to make a more united County because right now it is not. Mr. Quintana states that the Land Grants will go on with or without the County, they would like to open the dialogue with the County. The Land Grants are not being heard when it comes to things on the County level that directly effects them. The Commission has stated that we can come to the Commission individually with any issues they may have, Mr. Quintana explains that the Land Grants have what is called a Consejo and a Land Grant council that is made up of all the Land Grants, they all meet up and discuss their individual needs and concerns. So as a group we are

trying to see how we can help all the Land Grants as well as help our Counties. This is what this advisory board will do for the County, have a better perspective of what is going on in the Land Grants.

Chairman Schwebach states that this committee will be a County committee therefore it will be a public meeting and need to have minutes and the County will be responsible for the minutes?

County Manager Johnson responds to Chairman Schwebach's question, yes minutes will be required, however the structure of this committee has not yet been established. A chairman, vice chair and secretary will need to be appointed. So that the board itself will be able to take their own minutes and the County will provide the location and staff would be available for input on certain needs the board may need answered. Such as roads or planning and zoning issues.

Commissioner McCall questions why the Land Grants cannot form a coalition amongst themselves.

Jason Quintana replies that the Land Grants already have the consejo, they just want better communication with the County.

Commissioner Sanchez states that this advisory board will help with future issues that the Land Grants may have and minimize any issues or problems they may have. The board will lend to a better understanding of an issue and have an early bye in to an issue and have a better end result for everyone involved. It's about being proactive and having efficient communication between the Land Grants and the County.

Juan Sanchez, President La Merced Pueblo de Chilili states that the Land Grants are their own government entity and they handle their affairs internally, what the Land Grants are trying to do is open the dialogue with the County. Mr. Sanchez mentions that they are often asked at the state or federal level how the communication is between the Land Grants and the County and if there are any issues. Mr. Sanchez states that just like any other entity, there are issues that the Land Grants may have and want to make sure that the County is aware of those issues. As well as the Land Grants understand the County's plans on structure that will impact the Land Grants with issues such as land use, planning and zoning and infrastructure. The Land Grants have taken big strides to get where they are today and they want to ensure that there is open communication with the County. Chilili Land Grant is in both Bernalillo and Tarrant County, Bernalillo County has grown to understand the issues the Land Grant has. As the Chilili Land Grant grows they struggle with issues on land use within the grant. And the County needs to be aware of what land is within the Land Grant and what is common land and what is not common land and this is what the advisory board would do.

Commissioner McCall asks what is the percentage of common and non-common land within Tarrant County is for the Chilili Land Grant.

Juan Sanchez replies that in Tarrant County there is 1200 acres that the Land Grant pays taxes on that is common land, there are 13,000 acres within Tarrant County.

Commissioner McCall asks how the other Land Grants feel about this advisory board, where are the other Land Grants. How does Torreon and Tajique feel about the board?

Juan Sanchez states that the members of the Land Grant Boards are all volunteer and cannot attend all meetings because they do have jobs.

Commissioner Sanchez states that all the Land Grants and the two communities (that have been identified) have all selected a nominee to be appointed by the Commission, so yes all the Land Grants have been contacted about this advisory board. That includes Chilili, Manzano, Tajique, Torreon, Punta de Agua and Abo.

Belinda Garland asks a question about the advisory board, will this board rule over all four of the Land Grants and how each one functions? So if all of the Land Grants have an issue and one does not agree does that prohibiting them from arguing their case.

Commissioner Sanchez states that this is exactly why is this board is being created, to have the platform of open communication amongst everyone involved. It's not about having a consensus on the issue but to have a discussion of the issue in detail.

Belinda Garland states that she just wants to make sure that every Land Grant will have proper representation. Will this board rule over all the Land Grants, if one Land Grant does not agree with the rest of the Land Grants will they not have a say.

Commissioner Sanchez states that the advisory board will not have the ability to govern other Land Grants.

Chairman Schwebach states that from what he is hearing this advisory board will be a mechanism amongst the Land Grants to communicate with the County, it has no ability to govern but to access the county resources so that both the Land Grants and the County understand the issues better.

County Manager Johnson agrees with Chairman Schwebach but to address Ms. Garlands point, nothing in the resolution will prohibit any Land Grant from coming to the Commission and address an issue they may be having. The County would not create a board that would take that ability away from any entity. This hopefully could become a two way street where the County could use the board to bounce ideas off them and vice versa.

Chairman Schwebach states that he was reluctant about this board but from hearing from the individuals today he is leaning in good faith that this will be an open door for communication. There are many risks involved to this but you cannot deny open communication.

Commissioner McCall states that he feels like Chairman Schwebach but would still like to hear from the other Land Grants, he feels like only 50% is being represented here today.

Johnny Romero, Tajique Land Grant states that the issue is that the County approves things that affect these small communities and these communities feel like they have never been represented right. What the Land Grants are trying to do is have better communication with the County and better understanding. Mr. Romero would like to see this approved today because it has been put off several times by Commission.

Commissioner McCall states that this board will not fix everything and could cause some issue amongst the Land Grants.

Johnny Romero responds that he knows that but this can improve the communication with the Commission.

Commissioner Sanchez feels that this is ironic, Commissioner McCall is saying that the land grants don't need an advisory board because they have me (Commissioner Sanchez) but yet I am telling you that they need an advisory board and you are saying no. So even when we have

the plethora of voices saying we the board, it just seems like a losing game. We need the advisory board.

Commissioner McCall responds to Commissioner Sanchez that he has not even heard his vote yet.

Jason Quintana would like to answer an earlier question about the land, historically La Merced de Manzano had 192,000 acres within Torrance County, by US Patent they have a little of 17,000. There boundaries encompass, Mountainair to Abo and Casa Colorado.

Commissioner McCall does not want there to be confusion on him wanting this board he just wants to hear from all the Land Grants.

Jason Quintana understands that, but he wants the Commission to know that when he went to the state last year for funding the first thing they asked him is if the County was involved with the Land Grant. Mr. Quintana had to answer no because the County is not involved with them. So they are trying to make those steps to open that dialogue with the County.

ACTION TAKEN: Commissioner Sanchez makes a motion to approve Resolution 2019-52 Creation of the Torrance County Land Grant Advisory Board.

Chairman Schwebach states that he will second the motion if the following amendments be added to the resolution, a scope of work and operating procedures.

Commissioner Sanchez states that rules and regulation are a good thing to have, he is ok with that.

ACTION TAKEN: Commissioner Sanchez amends the motion to approve Resolution 2019-52 with the addition of a scope of work and operating procedures for the board. **Chairman Schwebach** seconds the motion.

County Manager Johnson would like to add some language change to the resolution, on line 20, after the communication with the County Commission and the Land Grant communities the board shall develop a scope of work to be presented to the County Commission for approval.

John Butrick, County Attorney would like to add, and to include scope of work and operating procedures.

No further discussion, all in favor. **MOTION CARRIED.**

C.) COMMISSION: Motion to approve the creation of the Heritage Center Advisory Board. Resolution 2019-53. (Sanchez)

Commissioner Sanchez asks if this item can be differed to the next meeting. **ACTION TAKEN: Chairman Schwebach** makes a motion to differ Resolution 2019-53 to the next meeting. **Commissioner McCall** seconds the motion. No further discussion, all in favor. **MOTION CARRIED, ITEM DIFFERED**

12.) APPROVALS

A.) FIRE: Motion to approve conversion of one full-time EMT/Firefighter position to two part-time positions.

Chief Lester Gary comes before the Commission today to ask for approval to move a full-time EMT position to a two part-time EMT positions. The full time position was approved by the Commission earlier in the year and it was filled but that individual left for another position and Chief Gary states they are having a hard time finding someone to fill the full-time position. He has asked within the departments if anyone is interested in the position and no one is

interested in a full-time position but would do a part-time position. **ACTION TAKEN: Chairman Schwebach** makes a motion to approve the conversion of a one full-time EMT/Firefighter position to two part-time positions. **Commissioner McCall** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

B.) SHERIFF: Motion to approve transition of Court Compliance office into TSCO Sergeant Office

Sheriff Rivera states that since the move of the Court Compliance Officer to be under the County Managers office, Sheriff Rivera is asking for a time line when she will be moved. The Sheriff's office could use the office space for a Sergeant's office. Currently the Sergeants are using boxes to have some type of privacy. *Sheriff presented the Commission with pictures of the Sergeants area.*

County Manger Johnson explains that the compliance officer will not receive the type of security that she gets now by being in the same building as the Sheriff's office. Her clients could pose as a security issue and there is no place for her here in the Administrative building. So at this time County Manager Johnson does not have a timeline of when the compliance officer will be moved. Ms. Reyes could not be here today but would like to read portions of her letter read into record.

Sheriff Rivera states that Ms. Reyes is currently a Reserve Officer for the Town of Mountainair and has the training to defend herself. The clients she has are not felons, they have misdemeanor charges. The domestic violence staff deal with mostly men who are aggressive towards women and those staff members do not have anyone in their office to attend to their safety issues.

Belinda Garland reads portions of Ms. Reyes's letter into record, letter hereto attached.

Ms. Garland states that the #1 concern is Ms. Reyes's safety and there is some discrepancy on the space for the Sergeants. Also the safety of Ms. Reyes can become a liability to the County if anything were to happen to her.

John Butrick states that he echo's Ms. Garland, County Manager Johnson and Ms. Reyes's concerns on the safety aspect of this, it can be a liability to the County.

There is conversation back and forth about office space and the need for privacy

Chairman Schwebach states that Ms. Reyes's safety is an issue and he sees that the Sergeants need office space and that will be worked on but this is an issue for management to deal with not the Commission. It is apparent that the County is running out of office space and that will have to be addressed. He will ask the county managers office to take of this issue.

C.) SHERIFF: Motion to approve Grant Agreement for:

1. Traffic Grant ENDWI 20-AL-64-103

Stephanie Dunlap, Administrator presents the Commission with grant ENDWI, BKLUP/CIOT and STEP/DNOS. Ms. Dunlap states that this is the same grant the SO has applied for in the past. **ACTION TAKEN: Chairman Schwebach** makes a motion to approve grant agreement ENDWI 20-AL-64-103. **Commissioner McCall** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

2. Traffic Grant BKLUP/CIOT 20-OP-RF-103 **ACTION TAKEN:** Commissioner McCall makes a motion to approve grant agreement BKLUP/CIOT 20-OP-RF-103. Chairman Schwebach seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

3. Traffic Grant STEP/DNOS 20-PT-RF-103 **ACTION TAKEN:** Chairman Schwebach makes a motion to approve grant agreement STEP/DNOS 20-PT-RF-103. Commissioner McCall seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

D.) MANAGER/GRANT COORDINATOR: Motion to approve submission of final application for FY21-24 Juvenile Continuum Grant Fund.

Cheryl Allen, Grant Coordinator states that with this grant application the County was given the opportunity to submit a draft application, which Ms. Allen did and there were a few changes that CYFD has asked for. So Ms. Allen will add the percentages of increase and decreases in the program performance measures as well as the local site specific measures. They also want to have the quantity tied to the amount of youth served throughout the County in the activity guide from the one circle foundation that is used in this grant. The amount of the grant is \$98,385.00 with a 44% match to the County, which is \$39,354.00. So Ms. Allen has done those changes and is now asking the Commission for approval. **ACTION TAKEN:** Commissioner Sanchez makes a motion to approve the final application for FY21-24 Juvenile Continuum Grant Fund and to authorize County Manager Johnson sign the grant application. Chairman Schwebach seconds the motion.

Commissioner McCall asks about the 44% match to the County, has that money been budgeted and where does the money come from?

County Manager Johnson replies that the \$39,354.00 can be completely in-kind and Cheryl has already put a dent in that amount with her hours worked.

Belinda Garland would like to give a shot out to Cheryl for her hard work on the application, when they had the review done on the application, CYFD said this was one of the best application they had ever seen. So good job to Ms. Allen on her hard work.

A round of applause was given to Cheryl, Good Job Cheryl!

No further discussion, all in favor. **MOTION CARRIED**

E.) PLANNING & ZONING: PUBLIC HEARING-Andrew Miller partial vacation of Antelope Springs Subdivision & right away for Bart Ln.

Chairman Schwebach explains that is a public hearing and for the people that are wanting to speak on this must be sworn in, so he asks everyone that is planning on talking to please stand and the County Attorney will swear everyone in at the same time.

County Attorney Butrick swears in all those that will be speaking during the public hearing

Steve Guetschow, Planning and Zoning informs the Commission that this vacation was heard by the Planning and Zoning board on October 2, it did receive a 2 to 1 vote with a do pass recommendation. Mr. Guetschow gives a little background history on this vacation, it first started off as a compliance issue with the County ordinances. Mr. Miller and his tenants were operating a commercial agricultural in a type 2 subdivision, so they are on the path to compliance without shutting down their operation because of the unique location of Mr. Miller's lots. The lots are located at the edge of the subdivision where they can be vacated. Mr.

Guetschow reads section 11.5 from the zoning ordinance, Commercial Agricultural are prohibited within the bounds of a type 1 and 2 subdivisions. In types 3, 4 and 5 a conditional use permit may be required for a commercial horticultural operation for medical cannabis. At this time Mr. Guetschow goes over the exhibits from the meeting packet, Exhibit 1 is the original application package, Exhibit 2 is the staff report submitted to the P&Z board, Exhibit 3 is the portion of Antelope Springs subdivision plat with all of Mr. Miller's lots described in deeds highlighted and the portion of Bart Ln and the un-named 30' right of way to be vacated highlighted, Exhibit 4 is the draft minutes from the October 2, 2019 P&Z board meeting regarding this action, Exhibit 5 the public notices posted at the property and in "the Independent" newspaper and Exhibit 6 Torrance County subdivision regulations regarding vacations of plat and the portion of NMSA chapter 3-20-12 regarding vacations of right-of-ways.

Blair Dunn states that he is legal representation for Mr. Miller, he would first like to thank County Manager Johnson and Steve Guetschow. They both have been very helpful through this process. Mr. Dunn states that in the start of this process, his client went to get a business registration to be a legit business and that is when Mr. Miller found out that he was not in compliance with the County's ordinance. Mr. Miller is wanting to comply with the County's ordinance and be able to use his property as he sees fit and be in compliant with the County. Mr. Dunn understands that water is a precious resource in the state and he knows that whiskey is for drinking and water is for fighting. He wants the Commission to know that Mr. Miller does have his water rights and he is using those rights within the guidelines from the State Engineers office. So Mr. Miller is requesting the vacation of the plat, so that it works well with what Mr. Miller has planned for the property which is agriculture. The property is being used as a Hemp farm and has been doing so since the beginning of the year and would like to continue to do so. Mr. Dunn understands the concerns that there may be with the type of activity on the property but he wants to assure the Commission that his client is trying to be compliant with the County's ordinances. Mr. Dunn believes that the robust conversation that was had with the planning and zoning board is why this vacation did receive a do pass and hopes the Commission will do the same.

Brenda Rich, Torrance County Resident states that Hemp is a sticky project, the water used to produce one acre of Hemp is 65,000 gallons of water for a 70 to 90 day grow period. In a sandy area, which McIntosh is, it takes double that amount of water to grow. Ms. Rich explains that she did her due diligence whenever she purchased her property and her daughter did the same when she purchased her 20 acres in McIntosh. Perhaps Mr. Miller should've done the same. The neighbors next to Mr. Miller's property are having to dig new wells because they lost their well, 2 wells at Rock Hill farm have been lost. Plus the added traffic in the area, Ms. Rich states that she was nearly run off the road twice by the trucks out of Schwebach farms. The McIntosh residents do not want any more Hemp farms in the area, the area cannot support the Hemp farm with the amount of water being used. Ms. Rich states that her water pressure is already going down. We can't afford to lose these wells because we will lose the residents in the area and in the long run it will end up hurting the County. The resident don't want the Hemp farm there and Mr. Miller violated the County ordinance by allowing them to start the Hemp farm and why are they being allowed to continue to grow if they are in violation. If there are more wells that go dry it will affect the children in the area, so shame on you for making a decision that can and will affect this County's future because the children are our future. Ms.

Rich states that she wants to be able to do what she wants with her property but she has to follow the County's ordinances as well as everyone else but Mr. Miller has violated those ordinances and is being given the opportunity to become compliant, there are other people who have gone to jail because they have violated those ordinances. So the Commission better be ready to do to this for all County residents because the residents are coming together and talking about this issue and are not happy with what is going on. McIntosh Does Not Want This Hemp Farm.

Michael Godey, Torrance County Resident states that his understanding that when this was voted on at the P&Z board it was a 2 to 1 and the alternate was not allowed to vote. The alternate should be allowed to vote when another member is absent. So the vote could have been a 2 to 2 or a 3 to 1 vote and the Commission should take that into consideration. This could become a litigation issue for the County just like the Loma Parada issue years back.

John Butrick, County Attorney explains that the Planning and Zoning board is made up of 5 member when 3 of the 5 members are present they can vote on an item. So the vote was an accurate vote on this item at the Planning and Zoning.

Susan Wyrich, Torrance County Resident states that her property backs up the Mr. Millers property. There are safety issues for her horses, there are water issues, crime issues and how will this effect property values in the area. They shoot guns day and night, don't know what they are shooting but it is a pain. There are lights being flashed into her property all night long. Ms. Wyrich wants to know why they are still operating if they are in violation of the County ordinance. She also states that the community was a friendly community but that Mr. Miller hasn't been the nicest neighbor. She is not allowed to walk on Bart Ln, Mr. Miller gets on her for walking there. She just wants it to be the friendly community it's always been.

Barbara Barr, Torrance County Resident states that there are problems, water is one and there is gunfire. She has been told to call the Sheriff when there is gunfire, well you can't call the Sheriff if you're shot. It constantly smells like skunk in the area. There is a newbie in the area that wants to change our way of life out there, he doesn't tell any of the residents what he's wanting to raise out there. And now he wants to cut off roads to access to the area. Ms. Barr feels her way of life and her rights are being changed and taken away from her. If the Commission approves this, there will be a class action suit filed.

Jason Quintana, EMWT Board Member *County Attorney Butrick swears in Mr. Quintana,* states that he is the County's representative on the EMWT board. EMWT is still working on getting water to the McIntosh area. The water levels in the area are going down and it does not look like the aquifer in the area is not getting any better. The more that is being added to the aquifer the more stress it will cause and take water away from other individuals in the area. Mr. Quintana states that he is not against people having business or farms trying to improve themselves but at the same time if an area is zoned a particular way, those people need to come to the County before they start doing whatever they feel like doing. And it is the boards to investigate to see what effects it will have to the area and to the County.

That concludes the public comment portion.

Commissioner Sanchez asks what Mr. Miller is attempting to do here, is to go from residential to agricultural, correct.

Blair Dunn replies, yes that is what Mr. Miller is trying to do, this area was once agricultural before and in the 60's and 70's subdivision were put in the area and Mr. Miller would like to go back to using it for agricultural.

Commissioner Sanchez asks when, the last time this property was used for farming.

Mr. Dunn responds that he is not sure when it was last used for farming.

Chairman Schwebach asks what type of well is being used and how many acres were irrigating this year.

Mr. Dunn replies that Mr. Miller has about 10 acres being irrigated.

Chairman Schwebach states that Mr. Miller derived income out of a subdivision through a residential well.

Mr. Dunn replies, yes he did.

Chairman Schwebach asks what kind of well does Mr. Miller have.

Mr. Dunn responds that Mr. Miller has an agricultural well with a right that is recognized by the State Engineers office.

Chairman Schwebach asks if that right from the State Engineers has been looked at by the County.

Mr. Dunn replies that he believes that Steve has looked at that paperwork.

Commissioner Sanchez asks what type of irrigation system is being.

Mr. Dunn replies that a drip irrigation system is being used, a small line irrigation.

Chairman Schwebach asks if the water rights have been reviewed in order to put this land into production.

Steve Guetschow responds that the P&Z were not given a copy of the well permit. The wells out in the area are domestic wells.

Chairman Schwebach states that he needs some legal advice on this before he can make a decision on this. So Chairman Schwebach needs to know how to proceed, can he take a private session with the County Attorney?

John Butrick states that if Chairman Schwebach needs further advice, the Commission can differ to the next meeting that would be within the County's right to do that.

County Manager Johnson states that there was no executive session put on the agenda for this item therefore the Commission cannot go into executive session on this item. It would need to be differed to have executive session. County Manager Johnson does not encourage executive session on Planning and Zoning issues. The questions that Chairman Schwebach has may be able to be answered right here and it can be public record.

Mr. Dunn explains that Mr. Miller's water rights are public record at the State Engineers office. The meter reading are reported to the engineer's office and those also are public record. If Mr. Miller was in violation of his water rights the County would have every authority to tell Mr. Miller that he needed to comply with his right to irrigate. If there was a complaint against his right to irrigate that can be addressed however that is separate and apart then what is trying to be done today. Mr. Miller has water rights and Mr. Dunn does understand the need to further investigate by the Commission but Mr. Miller does have his private property rights and Mr. Miller is trying to exercise his right to do so. As his attorney, Mr. Dunn representing to the

Commission that he has water rights and Mr. Dunn representation as Mr. Miller's attorney is very sacred to Mr. Dunn. So he wants the Commission to know that if he is saying that Mr. Miller has the water rights for an irrigation well, then Mr. Miller has the water rights.

Commissioner Sanchez states that his only question in full view of Mr. Dunn's statement, is an understanding of water rights, if the rights have not been used they have to be proven every seven years. There would have been no opportunity to prove those rights over the years.

Chairman Schwebach states that this was what he was eluding to about the water rights. Chairman Schwebach states that he is not an expert on water rights and this is why he needs legal advice. The State Engineers office has the right to put water rights to rest if they are not being used. So where does the State Engineer sit on this, what kind of water rights does Mr. Miller have. There are individuals in this room here today that would protest the use of this well. So my question is does the County have a say on water use?

County Manager Johnson states that the County does not have any say on the water use, the Commission would have to differ to the Planning and Zoning regulations and the County Attorney. This is strictly a land use question being proposed today, the vacation of a subdivision and the regulation that govern that may not have the hook in it to cover water use. The way that the subdivision is plated now it would result in more water use then what is being proposed.

Steve Guetschow explains that there is no requirement on water use on a vacation of a subdivision therefore P&Z does not require a copy of water rights. Removing 14 lots out of a residential area removes 14 potential residential wells and septic tanks as well. If this was a land use permit where a subdivision was being proposed or to do a manufacturing business than a copy of the water rights would be required. Under section 19.F in the zoning ordinance covers water use and proof of fire protection.

Commissioner Sanchez states that it is difficult for him to divorce the water situation from the land use situation.

County Manager Johnson replies that this is always a difficult thing for the Commission to make a decision on, which is land use. The Commission may not like the way the law is written but the Commission must up hold the law the way it is written now. There is a process in which to change that law but this is not the venue in which to do so, because this is a quasi-judicial proceeding.

Commissioner Sanchez states that given our ordinance, the water rights issue does not come into play.

John Butrick states that Mr. Miller's group is not in compliance with the current subdivision law. But Mr. Miller has also crossed all the "T's" and dotted all the "I's" and everything has been done right according to the ordinance.

County Manager Johnson would like to point out that Mr. Miller is not being treated any differently than anyone else who has been in violation. It is the County's goal to help property owners to become compliant with our ordinances, oppose to ending up in court.

Commissioner Sanchez states that if the water rights issue were to be answered by somebody and satisfy the Commissions questions and it was found to be in violation then it may preclude the Commission to change the zoning structure.

County Manager Johnson states that the use of the land is not up to the Commission. The land owner needs to comply with the P&Z regulations. Mr. Miller is going through P&Z to become compliant, it's the Commission's decision to see if Mr. Miller has followed the County

procedures and has become compliant with County law and to allow the vacation or not. At this point there is no other option for the land owner to become compliant, the vacation is either granted or it's not. The water issue is not on the table for the Commission to decide, that is at the State Engineers office.

Steve Guetschow states that if the Commission had read the minutes from the October 2 P&Z meeting, they would have known the Mr. Canyon from the State Engineers office was in attendance at the meeting. He of course could not comment on any specific case file in front of his office. But he was able to comment and answer some questions in general about water usage.

County Manager Johnson wants to caution the Commission on making a decision on what is not being presented to the Commission and what is not in County ordinance.

Chairman Schwebach replies, that he understands what County Manager is trying to caution the Commission on and understands why the Planning and Zoning board did give it a do pass.

Steve Guetschow states that the P&Z board gave it a do pass with accordance to laws.

Commissioner McCall states that all the "I's" have been dotted and all the "T's" have been crossed and Mr. Miller is using his rights as a private land owner.

Commissioner Sanchez states that the industry is brand new and we are seeing a push in agriculture that we have not seen in years. Real estate is changing hands and we will be dealing with a lot of policy having to deal with Hemp. So there is the potential for quite a few worms to come out of this can. Commissioner Sanchez suggests that the Commission tread very lightly on this. If we allow such changes to take place we may be setting a precedence that in an absence of policy will lead to negative repercussions for the County. Commissioner Sanchez's perspective is that the Commission has the right to ask what ever question we have and request clarification necessary to make these decisions. This issue is complicated and it requires a complicated answer, Commissioner Sanchez's questions have not been answered and his questions are relevant, they may not be relevant technically but practicality they are and how can the practicality be ignored.

County Manager Johnson replies, that is right but this is not up to the board.

Steve Guetschow states that the State ignored local regulations when they brought about a legalized Hemp.

Chairman Schwebach states that water is an issue and Hemp was just the mechanism here today. Chairman Schwebach needs to do more research before he can make a decision.

ACTION TAKEN: **Commissioner Sanchez** makes a motion to differ the Vacation of Antelope Springs Subdivision and right of way for Bart Ln. **Chairman Schwebach** seconds the motion.

County Manager Johnson asks for clarification on when this will be differed to?

Chairman Schwebach states that it will be differed to the next meeting. He asks for clarification on the public hearing, the public came today and voiced their concerns so the public hearing on this has been conducted, the Commission needs further clarification before making a decision.

John Butrick asks the Commission other than water rights what other issues needs to be researched.

Chairman Schwebach replies that he would like the water planning committee to review this on a water basis along with the State Engineers. And would like to review the water rights for this property.

Steve Guetschow replies that if the Commission is wanting the water planning committee and the State Engineers office to review this, the Commission has to allow them 45 days to review this.

Chairman Schwebach states that he does not want to wait that long.

County Manager Johnson replies that the proper thing motion in this case would be to continue this hearing to November 13.

ACTION TAKEN: Commissioner Sanchez amends his motion to continue the public hearing on the Vacation of Antelope Springs Subdivision and right of way for Bart Ln. Chairman Schwebach seconds the amended motion. No further discussion, all in favor. **MOTION CARRIED, ITEM CONTINUED.**

13.) DISCUSSION

14.) EXECUTIVE SESSION

A.) COUNTY ATTORNEY: Pending litigation, Lidyard vs Watts, Closed Pursuant to NMSA 1978 10-15-1(H)(7)

B.) COMMISSION: Discussion regarding purchase of real property PILT payments for La Joya I and La Joya II, Closed Pursuant to NMSA 1978 10-15-1(H)(6)

ACTION TAKEN: Commissioner Sanchez makes a motion to go into Executive Session. Commissioner McCall seconds the motion. Roll call vote: District 1, Yes, District 2, Yes, District 3, Yes.

Executive Session began at 11:12 am.

Reconvened from Executive Session:

ACTION TAKEN: Chairman Schwebach makes a motion to reconvene from Executive Session. Commissioner McCall seconds the motion. Roll Call vote: District 1, Yes, District 2, Yes, District 3, Yes.

Reconvened at 12:35pm

Chairman Schwebach reads a statement from Executive Session, only those items listed were discussed during the Executive Session on Wednesday October 23, 2019. **ACTION TAKEN:** Commissioner McCall makes a motion to approve the statement out of Executive Session. Chairman Schwebach seconds the motion. **MOTION CARRIED.**

Chairman Schwebach makes another statement about the litigation matters that were discussed, the Commission authorizes the County Manager and the County Attorney to proceed with real property and litigation matters that were discussed in executive session with the parameters set by this Commission. **ACTION TAKEN:** Chairman Schwebach makes a motion to approve the statement from Executive Session. Commissioner McCall seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

15.) Announcement of next Board of County Commissioners Meeting

Next meeting to be held on November 13, 2019 in the Torrance County Administrative Chambers at 9am.

16.) Signing of Official Documents

***ADJOURN**

ACTION TAKEN: Chairman Schwebach makes a motion to adjourn the October 23, 2019 Commission Meeting. Commissioner Sanchez seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

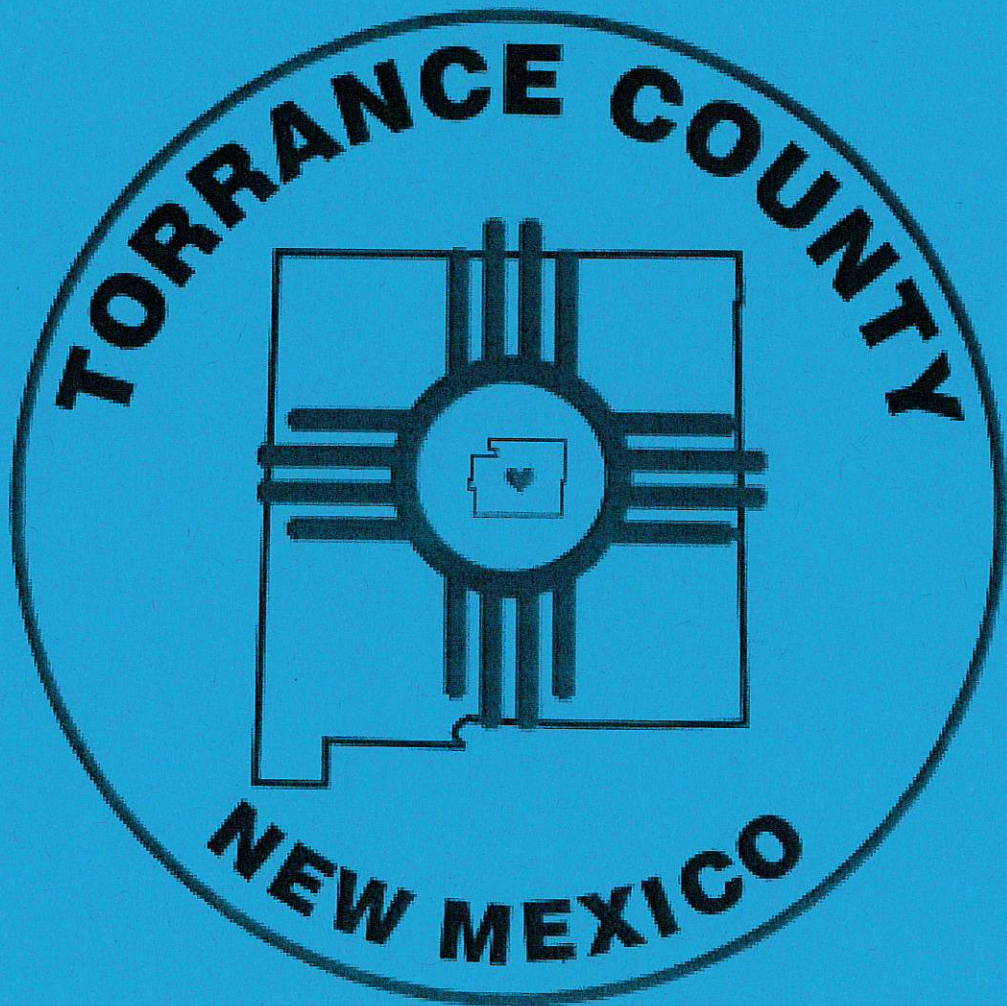
MEETING ADJOURNED AT 12:38 PM

Chairman Ryan Schwebach

Sylvia Chavez-Administrative Assistant

Date

There is NO video for this meeting, Audio discs of this meeting can be purchased in the Torrance County Clerk's office and the audio of this meeting will be aired on our local radio station KXNM.



Agenda Item
No. 9-A

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

TOTAL CHECKS PRINTED 340

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 1,934,077.68 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 11/07/2019 . 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

Javier Sanchez

Ryan Schwebach

Linda Jaramillo

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

Tracy L. Sedillo

** GRAND TOTAL **		1,934,077.68	.00
**TOTAL	GENERAL FUND	141,836.57	.00
**DEPT	COUNTY COMMISSION	8,146.18	.00
401-05-2204	RENT OF LAND/BUILDINGS	200.00	.00
401-05-2207	TELECOMMUNICATIONS	446.18	.00
401-05-2243	CONTRACT - KXNM COMMUNITY FOUNDA	1,250.00	.00
401-05-2260	CONTRACT - EVEDA	6,250.00	.00
**DEPT	PLANNING & ZONING	1,426.34	.00
401-08-2202	SUPPLIES - VEHICLE FUEL	444.77	.00
401-08-2205	TRAVEL - EMPLOYEES	244.00	.00
401-08-2207	TELECOMMUNICATIONS	251.06	.00
401-08-2219	SUPPLIES - GENERAL OFFICE	486.51	.00
**DEPT	COUNTY MANAGER	14,492.04	.00
401-10-2201	MAINTENANCE & REPAIRS - VEHICLES	336.25	.00
401-10-2202	SUPPLIES - VEHICLE FUEL	32.79	.00
401-10-2203	CONTRACTS - EQUIPMENT MAINT	2,380.82	.00
401-10-2205	TRAVEL - EMPLOYEES	778.68	.00
401-10-2206	POSTAGE	7,817.93	.00
401-10-2207	TELECOMMUNICATIONS	1,127.56	.00
401-10-2219	SUPPLIES - GENERAL OFFICE	899.75	.00
401-10-2266	EMPLOYEE TRAINING	200.00	.00
401-10-2271	CONTRACT - OTHER SERVICES	487.06	.00
401-10-2272	CONTRACT - PROFESSIONAL SERVICES	431.20	.00
**DEPT	ADMINISTRATIVE OFFICES MAINTENAN	7,671.88	.00
401-15-2203	CONTRACTS - EQUIPMENT MAINT	1,518.95	.00
401-15-2207	TELECOMMUNICATIONS	57.50	.00
401-15-2208	UTILITIES - ELECTRICITY	3,107.17	.00
401-15-2209	UTILITIES - NATURAL GAS/PROPANE	769.74	.00
401-15-2215	MAINTENANCE & REPAIRS-BUILD/STRU	1,250.99	.00
401-15-2220	SUPPLIES - CLEANING	46.29	.00
401-15-2229	SUPPLIES - PAPER	575.01	.00
401-15-2238	MAINTENANCE & REPAIRS-GROUNDS/RO	346.23	.00
**DEPT	JUDICIAL COMPLEX MAINTENANCE	10,613.22	.00
401-16-2203	CONTRACTS - EQUIPMENT MAINT	766.88	.00
401-16-2207	TELECOMMUNICATIONS	207.02	.00
401-16-2208	UTILITIES - ELECTRICITY	3,517.26	.00
401-16-2209	UTILITIES - NATURAL GAS/PROPANE	515.43	.00
401-16-2210	UTILITIES - WATER	508.44	.00
401-16-2215	MAINTENANCE & REPAIRS-BUILD/STRU	4,476.13	.00
401-16-2220	SUPPLIES - CLEANING	46.30	.00
401-16-2229	SUPPLIES - PAPER	229.53	.00
401-16-2238	MAINTENANCE & REPAIRS-GROUNDS/RO	346.23	.00
**DEPT	COUNTY CLERK	412.49	.00
401-20-2207	TELECOMMUNICATIONS	412.49	.00
**DEPT	ELECTIONS	1,614.01	.00
401-21-2219	SUPPLIES - GENERAL OFFICE	247.85	.00
401-21-2221	PRINTING/PUBLISHING/ADVERTISING	1,319.74	.00
401-21-2308	VOTING MACHINE STORAGE	46.42	.00
**DEPT	MOUNTAINAIR HEALTH CLINIC MAINT	447.30	.00
401-23-2215	MAINTENANCE & REPAIRS-BUILD/STRU	101.07	.00
401-23-2238	MAINTENANCE & REPAIRS-GROUNDS/RO	346.23	.00

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**DEPT	HEALTH DEPT BLDG MAINTENANCE	9,694.06		.00
401-24-2208	UTILITIES - ELECTRICITY	316.26		.00
401-24-2209	UTILITIES - NATURAL GAS/PROPANE	175.28		.00
401-24-2210	UTILITIES - WATER	294.24		.00
401-24-2215	MAINTENANCE & REPAIRS-BUILD/STRU	3,213.24		.00
401-24-2611	CO - BUILDINGS & IMPROVEMENTS	5,695.04		.00
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**DEPT	MOUNTAINAIR SENIOR CENTER MAINT	1,091.82		.00
401-27-2207	TELECOMMUNICATIONS	84.72		.00
401-27-2208	UTILITIES - ELECTRICITY	321.32		.00
401-27-2210	UTILITIES - WATER	238.48		.00
401-27-2215	MAINTENANCE & REPAIRS-BUILD/STRU	101.07		.00
401-27-2238	MAINTENANCE & REPAIRS-GROUNDS/RO	346.23		.00
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**DEPT	COUNTY TREASURER	1,834.61		.00
401-30-2202	SUPPLIES - VEHICLE FUEL	178.20		.00
401-30-2203	CONTRACTS - EQUIPMENT MAINT	369.42		.00
401-30-2205	TRAVEL - EMPLOYEES	160.00		.00
401-30-2207	TELECOMMUNICATIONS	723.29		.00
401-30-2219	SUPPLIES - GENERAL OFFICE	296.87		.00
401-30-2221	PRINTING/PUBLISHING/ADVERTISING	106.83		.00
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**DEPT	ESTANCIA SENIOR CENTER MAINT	1,663.28		.00
401-36-2207	TELECOMMUNICATIONS	394.49		.00
401-36-2208	UTILITIES - ELECTRICITY	445.34		.00
401-36-2209	UTILITIES - NATURAL GAS/PROPANE	144.44		.00
401-36-2215	MAINTENANCE & REPAIRS-BUILD/STRU	161.08		.00
401-36-2238	MAINTENANCE & REPAIRS-GROUNDS/RO	517.93		.00
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**DEPT	MORIARTY SENIOR CENTER MAINT	1,545.45		.00
401-37-2207	TELECOMMUNICATIONS	379.02		.00
401-37-2208	UTILITIES - ELECTRICITY	408.92		.00
401-37-2209	UTILITIES - NATURAL GAS/PROPANE	141.88		.00
401-37-2215	MAINTENANCE & REPAIRS-BUILD/STRU	441.08		.00
401-37-2238	MAINTENANCE & REPAIRS-GROUNDS/RO	174.55		.00
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**DEPT	COUNTY ASSESSOR	458.94		.00
401-40-2202	SUPPLIES - VEHICLE FUEL	340.94		.00
401-40-2207	TELECOMMUNICATIONS	118.00		.00
=====				
**DEPT	COUNTY SHERIFF	34,402.43		.00
401-50-2102	SALARIES - FULL-TIME POSITIONS	29.84		.00
401-50-2201	MAINTENANCE & REPAIRS - VEHICLES	12,019.84		.00
401-50-2202	SUPPLIES - VEHICLE FUEL	10,212.61		.00
401-50-2207	TELECOMMUNICATIONS	5,042.04		.00
401-50-2218	MAINTENANCE & REPAIR-FURN/FIX/EQ	512.17		.00
401-50-2219	SUPPLIES - GENERAL OFFICE	4,207.96		.00
401-50-2224	SUPPLIES - EDUCATIONAL	1,200.00		.00
401-50-2231	SUPPLIES - WEAPONS/AMMUNITION	1,177.97		.00
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**DEPT	FINANCE DEPARTMENT	1,249.06		.00
401-55-2205	TRAVEL - EMPLOYEES	219.36		.00
401-55-2207	TELECOMMUNICATIONS	229.90		.00
401-55-2219	SUPPLIES - GENERAL OFFICE	599.80		.00
401-55-2266	EMPLOYEE TRAINING	200.00		.00
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**DEPT	ATTORNEY	278.28		.00
401-56-2207	TELECOMMUNICATIONS	96.78		.00
401-56-2269	SUBSCRIPTIONS & DUES	181.50		.00
=====				
**DEPT	OPERATIONS & MAINTENANCE	40,690.02		.00

		DEBITS	CREDITS
401-65-2201	MAINTENANCE & REPAIRS - VEHICLES	693.17	.00
401-65-2202	SUPPLIES - VEHICLE FUEL	628.96	.00
401-65-2203	CONTRACTS - EQUIPMENT MAINT	1,680.87	.00
401-65-2207	TELECOMMUNICATIONS	709.02	.00
401-65-2213	CONTRACT - IT SERVICES	21,825.19	.00
401-65-2221	PRINTING/PUBLISHING/ADVERTISING	403.85	.00
401-65-2227	MAINTENANCE & REPAIR-IT EQUIPMEN	1,108.98	.00
401-65-2248	SUPPLIES - SAFETY	639.98	.00
401-65-2618	CO - VECHICLES	13,000.00	.00
=====			
**DEPT	ANIMAL SERVICES	4,076.41	.00
401-82-2115	SUPPLIES - PHARMACY	35.58	.00
401-82-2202	SUPPLIES - VEHICLE FUEL	444.76	.00
401-82-2207	TELECOMMUNICATIONS	951.41	.00
401-82-2208	UTILITIES - ELECTRICITY	335.12	.00
401-82-2209	UTILITIES - NATURAL GAS/PROPANE	121.08	.00
401-82-2210	UTILITIES - WATER	239.05	.00
401-82-2215	MAINTENANCE & REPAIRS-BUILD/STRU	279.13	.00
401-82-2221	PRINTING/PUBLISHING/ADVERTISING	855.00	.00
401-82-2222	SUPPLIES - FIELD	146.25	.00
401-82-2223	SUPPLIES - KENNEL	67.68	.00
401-82-2269	SUBSCRIPTIONS & DUES	134.85	.00
401-82-2272	CONTRACT - PROFESSIONAL SERVICES	466.50	.00
=====			
**DEPT	PROBATE JUDGE	28.75	.00
401-90-2207	TELECOMMUNICATIONS	28.75	.00
=====			
**TOTAL	ROAD FUND	137,234.06	.00
=====			
**DEPT	COUNTY ROAD DEPARTMENT	33,348.31	.00
402-60-2201	MAINTENANCE & REPAIRS - VEHICLES	4,739.00	.00
402-60-2202	SUPPLIES - VEHICLE FUEL	16,708.58	.00
402-60-2203	CONTRACTS - EQUIPMENT MAINT	276.54	.00
402-60-2207	TELECOMMUNICATIONS	2,372.78	.00
402-60-2219	SUPPLIES - GENERAL OFFICE	100.64	.00
402-60-2236	SUPPLIES - UNIFORMS	1,287.95	.00
402-60-2244	MAINTENANCE & REPAIRS-MACHINERY	7,068.47	.00
402-60-2248	SUPPLIES - SAFETY	794.35	.00
=====			
**DEPT	COUNTY ROAD SHOP	1,273.67	.00
402-61-2209	UTILITIES - NATURAL GAS/PROPANE	341.70	.00
402-61-2210	UTILITIES - WATER	792.82	.00
402-61-2250	SUPPLIES - SHOP	139.15	.00
=====			
**DEPT	SB PROJECT	102,612.08	.00
402-63-2407	SB-7808(105)18	102,612.08	.00
=====			
**TOTAL	DISTRICT 5 VFD	9,325.93	.00
=====			
**DEPT	STATE FIRE ALLOTMENT	9,325.93	.00
405-91-2202	SUPPLIES - VEHICLE FUEL	1,716.87	.00
405-91-2207	TELECOMMUNICATIONS	1,020.58	.00
405-91-2208	UTILITIES - ELECTRICITY	417.27	.00
405-91-2209	UTILITIES - NATURAL GAS/PROPANE	218.22	.00
405-91-2210	UTILITIES - WATER	946.17	.00
405-91-2230	SUPPLIES - MEDICAL	144.82	.00
405-91-2248	SUPPLIES - SAFETY	2,504.91	.00
405-91-2266	EMPLOYEE TRAINING	150.00	.00
405-91-2271	CONTRACT - OTHER SERVICES	2,207.09	.00
=====			
**TOTAL	DISTRICT 2 VFD	6,428.84	.00

**DEPT	STATE FIRE ALLOTMENT	6,428.84	.00
406-91-2201	MAINTENANCE & REPAIRS - VEHICLES	1,724.36	.00
406-91-2202	SUPPLIES - VEHICLE FUEL	318.34	.00
406-91-2207	TELECOMMUNICATIONS	780.46	.00
406-91-2208	UTILITIES - ELECTRICITY	246.35	.00
406-91-2209	UTILITIES - NATURAL GAS/PROPANE	107.52	.00
406-91-2210	UTILITIES - WATER	262.56	.00
406-91-2230	SUPPLIES - MEDICAL	119.92	.00
406-91-2248	SUPPLIES - SAFETY	284.10	.00
406-91-2266	EMPLOYEE TRAINING	75.00	.00
406-91-2271	CONTRACT - OTHER SERVICES	2,510.23	.00
**TOTAL	DISTRICT 1 VFD	2,873.31	.00
**DEPT	STATE FIRE ALLOTMENT	2,873.31	.00
407-91-2207	TELECOMMUNICATIONS	442.34	.00
407-91-2208	UTILITIES - ELECTRICITY	91.69	.00
407-91-2248	SUPPLIES - SAFETY	132.19	.00
407-91-2271	CONTRACT - OTHER SERVICES	2,207.09	.00
**TOTAL	DISTRICT 3 VFD	5,910.07	.00
**DEPT	STATE FIRE ALLOTMENT	5,910.07	.00
408-91-2201	MAINTENANCE & REPAIRS - VEHICLES	776.00	.00
408-91-2202	SUPPLIES - VEHICLE FUEL	657.71	.00
408-91-2207	TELECOMMUNICATIONS	1,024.07	.00
408-91-2208	UTILITIES - ELECTRICITY	179.40	.00
408-91-2209	UTILITIES - NATURAL GAS/PROPANE	122.10	.00
408-91-2210	UTILITIES - WATER	517.98	.00
408-91-2230	SUPPLIES - MEDICAL	157.62	.00
408-91-2248	SUPPLIES - SAFETY	268.10	.00
408-91-2271	CONTRACT - OTHER SERVICES	2,207.09	.00
**TOTAL	DISTRICT 4 VFD	3,518.18	.00
**DEPT	STATE FIRE ALLOTMENT	3,518.18	.00
409-91-2202	SUPPLIES - VEHICLE FUEL	109.81	.00
409-91-2207	TELECOMMUNICATIONS	505.07	.00
409-91-2208	UTILITIES - ELECTRICITY	368.22	.00
409-91-2215	MAINTENANCE & REPAIRS-BUILD/STRU	99.79	.00
409-91-2248	SUPPLIES - SAFETY	228.20	.00
409-91-2271	CONTRACT - OTHER SERVICES	2,207.09	.00
**TOTAL	L.E. PROTECTION FUND	2,413.04	.00
**DEPT	COUNTY SHERIFF	2,413.04	.00
410-50-2222	SUPPLIES - FIELD	2,413.04	.00
**TOTAL	COUNTY FIRE PROTECTION FUND	3,588.21	.00
**DEPT	1/4% FIRE EXCISE TAX	3,588.21	.00
411-92-2201	MAINTENANCE & REPAIRS - VEHICLES	327.52	.00
411-92-2230	SUPPLIES - MEDICAL	2,381.92	.00
411-92-2248	SUPPLIES - SAFETY	552.00	.00
411-92-2271	CONTRACT - OTHER SERVICES	326.77	.00
**TOTAL	COUNTY FAIR	20,384.73	.00
**DEPT	COUNTY FAIR	20,384.73	.00
412-53-2208	UTILITIES - ELECTRICITY	153.42	.00

DEBITS CREDITS

412-53-2209	UTILITIES - NATURAL GAS/PROPANE	50.61	.00
412-53-2210	UTILITIES - WATER	612.80	.00
412-53-2215	MAINTENANCE & REPAIRS-BUILD/STRU	9,316.30	.00
412-53-2221	PRINTING/PUBLISHING/ADVERTISING	320.00	.00
412-53-2246	SUPPLIES - BUCKLES	69.70	.00
412-53-2249	ANIMAL SALES AT COUNTY FAIR	9,349.01	.00
412-53-2251	SUPPLIES - FUNDRAISING	62.89	.00
412-53-2271	CONTRACT - OTHER SERVICES	450.00	.00
=====			
**TOTAL	FIRE DEPARTMENT ADMIN	13,670.15	.00
=====			
**DEPT	STATE FIRE ALLOTMENT	13,670.15	.00
413-91-2202	SUPPLIES - VEHICLE FUEL	2,154.49	.00
413-91-2205	TRAVEL - EMPLOYEES	125.00	.00
413-91-2207	TELECOMMUNICATIONS	1,765.46	.00
413-91-2208	UTILITIES - ELECTRICITY	200.10	.00
413-91-2209	UTILITIES - NATURAL GAS/PROPANE	123.91	.00
413-91-2210	UTILITIES - WATER	689.10	.00
413-91-2219	SUPPLIES - GENERAL OFFICE	1,333.21	.00
413-91-2236	SUPPLIES - UNIFORMS	1,900.75	.00
413-91-2248	SUPPLIES - SAFETY	2,549.95	.00
413-91-2266	EMPLOYEE TRAINING	200.00	.00
413-91-2271	CONTRACT - OTHER SERVICES	2,628.18	.00
=====			
**TOTAL	INDIGENT FUND	963.00	.00
=====			
**DEPT	2ND 1/8 GROSS RECEIPTS TAX	963.00	.00
414-19-2293	INDIGENT MEDICAL CLAIMS	963.00	.00
=====			
**TOTAL	EMS FUND	1,395.91	.00
=====			
**DEPT	EMS ALLOTMENT	1,395.91	.00
415-33-2346	TCFD 2	465.30	.00
415-33-2347	TCFD 3	465.30	.00
415-33-2349	TCFD 5	465.31	.00
=====			
**TOTAL	DISTRICT 6 VFD	3,132.63	.00
=====			
**DEPT	STATE FIRE ALLOTMENT	3,132.63	.00
418-91-2202	SUPPLIES - VEHICLE FUEL	77.77	.00
418-91-2207	TELECOMMUNICATIONS	480.79	.00
418-91-2208	UTILITIES - ELECTRICITY	55.79	.00
418-91-2209	UTILITIES - NATURAL GAS/PROPANE	67.56	.00
418-91-2210	UTILITIES - WATER	111.44	.00
418-91-2248	SUPPLIES - SAFETY	132.19	.00
418-91-2271	CONTRACT - OTHER SERVICES	2,207.09	.00
=====			
**TOTAL	EVSWA CONTRACT	25,945.84	.00
=====			
**DEPT	COUNTY COMMISSION	25,945.84	.00
419-05-2292	EVSWA TIPPING FEES	25,945.84	.00
=====			
**TOTAL	JAIL FUND	173,344.94	.00
=====			
**DEPT	ADULT INMATE CARE	168,231.79	.00
420-70-2172	CARE OF INMATES	165,115.38	.00
420-70-2173	INMATE MEDICAL	1,635.39	.00
420-70-2207	TELECOMMUNICATIONS	1,481.02	.00
=====			
**DEPT	COMMUNITY MONITORING	760.74	.00
420-73-2201	MAINTENANCE & REPAIRS - VEHICLES	420.00	.00

		DEBITS	CREDITS
420-73-2202	SUPPLIES - VEHICLE FUEL	132.00	.00
420-73-2207	TELECOMMUNICATIONS	127.83	.00
420-73-2271	CONTRACT - OTHER SERVICES	80.91	.00
=====			
**DEPT	TRANSPORTATION OF PRISONERS	4,352.41	.00
420-74-2201	MAINTENANCE & REPAIRS - VEHICLES	2,189.06	.00
420-74-2202	SUPPLIES - VEHICLE FUEL	1,778.35	.00
420-74-2205	TRAVEL - EMPLOYEES	385.00	.00
=====			
**TOTAL	STATE ANIMAL CARE FUND ALLOTMENT	1,025.00	.00
=====			
**DEPT	ANIMAL SERVICES	1,025.00	.00
429-82-2272	CONTRACT - PROFESSIONAL SERVICES	1,025.00	.00
=====			
**TOTAL	ANIMAL SHELTER	40.00	.00
=====			
**DEPT	ANIMAL SERVICES	40.00	.00
430-82-2223	SUPPLIES - KENNEL	40.00	.00
=====			
**TOTAL	SAFETY PROGRAM	5,942.83	.00
=====			
**DEPT	RISK MANAGEMENT	5,942.83	.00
600-06-2221	PRINTING/PUBLISHING/ADVERTISING	240.00	.00
600-06-2248	SUPPLIES - SAFETY	5,702.83	.00
=====			
**TOTAL	CIVIL DEFENSE FUND	1,127.22	.00
=====			
**DEPT	COMMUNICATIONS/EMS TAX	1,127.22	.00
604-83-2202	SUPPLIES - VEHICLE FUEL	535.15	.00
604-83-2207	TELECOMMUNICATIONS	266.99	.00
604-83-2248	SUPPLIES - SAFETY	325.08	.00
=====			
**TOTAL	DWI PROGRAM FUND	3,983.94	.00
=====			
**DEPT	DWI LOCAL GRANT FY20	300.00	.00
605-02-2282	CONTRACT - TREATMENT	300.00	.00
=====			
**DEPT	DWI DISTRIBUTION GRANT FY20	3,664.47	.00
605-03-2202	SUPPLIES - VEHICLE FUEL	255.70	.00
605-03-2205	TRAVEL - EMPLOYEES	161.99	.00
605-03-2207	TELECOMMUNICATIONS	96.78	.00
605-03-2271	CONTRACT - OTHER SERVICES	3,150.00	.00
=====			
**DEPT	DWI DISTRIBUTION GRANT FY19	19.47	.00
605-13-2219	SUPPLIES - GENERAL OFFICE	19.47	.00
=====			
**TOTAL	TREASURER'S FEE	6,017.93	.00
=====			
**DEPT	COUNTY TREASURER	6,017.93	.00
609-30-2219	SUPPLIES - GENERAL OFFICE	5,106.94	.00
609-30-2221	PRINTING/PUBLISHING/ADVERTISING	710.99	.00
609-30-2266	EMPLOYEE TRAINING	200.00	.00
=====			
**TOTAL	PROPERTY VALUATION FUND	1,561.96	.00
=====			
**DEPT	COUNTY ASSESSOR	1,561.96	.00
610-40-2202	SUPPLIES - VEHICLE FUEL	232.52	.00
610-40-2203	CONTRACTS - EQUIPMENT MAINT	18.73	.00
610-40-2205	TRAVEL - EMPLOYEES	298.60	.00
610-40-2207	TELECOMMUNICATIONS	560.10	.00
610-40-2219	SUPPLIES - GENERAL OFFICE	277.17	.00

DEBITS CREDITS

610-40-2271	CONTRACT - OTHER SERVICES	174.84	.00
**TOTAL	CLERK'S EQUIPMENT FUND	453.22	.00
**DEPT	COUNTY CLERK	453.22	.00
612-20-2203	CONTRACTS - EQUIPMENT MAINT	405.22	.00
612-20-2308	VOTING MACHINE STORAGE	48.00	.00
**TOTAL	CAPITAL OUTLAY GROSS RECEIPTS TX	22,177.27	.00
**DEPT	CAPITAL OUTLAY GROSS RECEIPTS TX	22,177.27	.00
621-96-2611	CO - BUILDINGS & IMPROVEMENTS	12,897.54	.00
621-96-2613	CO-ROAD CONSTRUCTION/RECONSTRUCT	9,279.73	.00
**TOTAL	ESPERANZA CLINIC	12.83	.00
**DEPT	ESPERANZA MEDICAL CLINIC	12.83	.00
630-87-2215	MAINTENANCE & REPAIRS-BUILD/STRU	12.83	.00
**TOTAL	SENIOR CITIZEN'S FUND	2,172.94	.00
**DEPT	SENIOR CITIZEN'S PROGRAM	2,172.94	.00
631-57-2201	MAINTENANCE & REPAIRS - VEHICLES	1,339.61	.00
631-57-2271	CONTRACT - OTHER SERVICES	833.33	.00
**TOTAL	JUVENILE JUSTICE GRANT	1,446.37	.00
**DEPT	WIND PILT	96.37	.00
635-09-2271	CONTRACT - OTHER SERVICES	96.37	.00
**DEPT	CYFD JUVENILE JUSTICE GRANT FY20	1,350.00	.00
635-68-2272	CONTRACT - PROFESSIONAL SERVICES	1,350.00	.00
**TOTAL	HIGH LONESOME WIND PILT	55,499.72	.00
**DEPT	WIND PILT	55,499.72	.00
641-09-2221	PRINTING/PUBLISHING/ADVERTISING	401.39	.00
641-09-2617	CO - EQUIPMENT & MACHINERY	11,487.53	.00
641-09-2618	CO - VEHICLES	43,610.80	.00
**TOTAL	RURAL ADDRESSING	2,016.11	.00
**DEPT	RURAL ADDRESSING	2,016.11	.00
675-07-2207	TELECOMMUNICATIONS	75.32	.00
675-07-2228	SOFTWARE	395.79	.00
675-07-2242	SUPPLIES - SIGNS	1,545.00	.00
**TOTAL	P&Z COURT FEES	28.75	.00
**DEPT	PLANNING & ZONING	28.75	.00
685-08-2207	TELECOMMUNICATIONS	28.75	.00
**TOTAL	DOMESTIC VIOLENCE GRANT	545.63	.00
**DEPT	WIND PILT	545.63	.00
690-09-2202	SUPPLIES - VEHICLE FUEL	91.01	.00
690-09-2207	TELECOMMUNICATIONS	394.62	.00
690-09-2266	EMPLOYEE TRAINING	60.00	.00
**TOTAL	DRUG EDUCATION PROGRAM	1,517.23	.00
**DEPT	DRUG EDUCATION	1,517.23	.00

DEBITS

CREDITS

804-89-2257	SUPPLIES - OUTREACH MATERIALS	1,517.23	.00
=====			
**TOTAL	IMMIGRATION & CUSTOMS ENFORCEMEN	1,238,556.72	.00
=====			
**DEPT	ADULT INMATE CARE	1,238,556.72	.00
825-70-2172	CARE OF INMATES	1,238,556.72	.00
=====			
**TOTAL	NMDOH CITIES READINESS INITIATIV	1,531.28	.00
=====			
**DEPT	DOH CITIES READINESS INITIATIVE	1,531.28	.00
829-78-2248	SUPPLIES - SAFETY	1,531.28	.00
=====			
**TOTAL	EMERGENCY-911 FUND	36,455.32	.00
=====			
**DEPT	911-DISPATCH CENTER	36,455.32	.00
911-80-2202	SUPPLIES - VEHICLE FUEL	64.94	.00
911-80-2203	CONTRACTS - EQUIPMENT MAINT	390.91	.00
911-80-2207	TELECOMMUNICATIONS	2,584.67	.00
911-80-2208	UTILITIES - ELECTRICITY	2,648.82	.00
911-80-2209	UTILITIES - NATURAL GAS/PROPANE	79.50	.00
911-80-2215	MAINTENANCE & REPAIRS-BUILD/STRU	150.84	.00
911-80-2220	SUPPLIES - CLEANING	108.69	.00
911-80-2241	COMMUNICATIONS COST	30,140.48	.00
911-80-2248	SUPPLIES - SAFETY	166.47	.00
911-80-2269	SUBSCRIPTIONS & DUES	120.00	.00
=====			
BANK01	US BANK	1,934,077.68	.00
	** BANK TOTALS **	1,934,077.68	.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
01 R	109192	AT & T MOBILITY LLC	SHERIFF CELL PHONES/HOTSPOTS	401-50-2207	210819	10/08/2019		2294.
	5956.02		SEPT 2019					
	10/08/2019		COMMISSION CELL PHONES	401-05-2207	/	/		107.
			LAWYER CELL PHONE	401-56-2207	/	/		48.
			OPS CELL PHONES	401-65-2207	/	/		56.
			CPO CELL PHONE	401-10-2207	/	/		56.
			EMERGENCY MANAGEMENT CELL PHONES	604-83-2207	/	/		119.
			FIRE ADMIN CELL PHONES/HOT SPOTS	413-91-2207	/	/		344.
			HOTSPOT DIST 2	406-91-2207	/	/		42.
			HOTSPOT DIST 3	408-91-2207	/	/		42.
			HOTSPOT DIST 5	405-91-2207	/	/		42.
			ROAD DEPT CELL PHONES	402-60-2207	/	/		1089.
			MAINT CELL PHONES	401-65-2207	/	/		145.
			HR CELL PHONE	401-10-2207	/	/		48.
			CLERK CELL PHONE	401-20-2207	/	/		48.
			PZ CELL PHONE	401-08-2207	/	/		96.
			ANIMAL SERVICES CELL PHONES	401-82-2207	/	/		193.
			DISPATCH CELL PHONE	911-80-2207	/	/		363.
			COMMUNITY MONITOR CELL PHONE	420-73-2207	/	/		48.
			DWI SMARTCHOICE	605-03-2207	/	/		48.
			DV CELL PHONES	690-09-2207	/	/		201.
			TREASURER CELL PHONE	401-30-2207	/	/		187.
			MANAGER CELL PHONES	401-10-2207	/	/		166.
			ASSESSOR CELL PHONES	610-40-2207	/	/		107.
			FINANCE CELL PHONE	401-55-2207	/	/		57.
			ACCT#287289566455/287289563904					

COUNTY SHERIFF	2294.36	COUNTY COMMISSION	107.54	ATTORNEY	48.38
OPERATIONS & MAINTENAN	201.23	COUNTY MANAGER	270.80	COMMUNICATIONS/EMS TAX	119.10
STATE FIRE ALLOTMENT	472.82	COUNTY ROAD DEPARTMENT	1089.72	COUNTY CLERK	48.38
PLANNING & ZONING	96.76	ANIMAL SERVICES	193.52	911-DISPATCH CENTER	363.02
COMMUNITY MONITORING	48.38	DWI DISTRIBUTION GRANT	48.38	WIND PILT	201.02
COUNTY TREASURER	187.63	COUNTY ASSESSOR	107.54	FINANCE DEPARTMENT	57.44

01 O	109193	CATERPILLAR FINANCIAL SVCS CORP	CONTRACT #001-0767488-000	621-96-2613	2310819	10/08/2019		1872.
	1872.09		OCTOBER 2019					
	10/08/2019							

CAPITAL OUTLAY GROSS R 1872.09

01 O	109194	CATERPILLAR FINANCIAL SVCS CORP	CONTRACT#001-0768810-000	621-96-2613	2410819	10/08/2019		2780.
	2780.70		INVOICE#20239859 ACCT#24480					
	10/08/2019							

CAPITAL OUTLAY GROSS R 2780.70

01 R	109195	DIRECTV, LLC.	BUSINESS PACK SEPT 2019	411-92-2271	1310819	10/08/2019		68.
	68.59		INVOICE#36729583888 ACCT#0692124					
	10/08/2019		56					

1/4% FIRE EXCISE TAX 68.59

01 R	109196	EMW GAS ASSOCIATION	TEGE/TEME ACCT#10-4090-00	412-53-2209	1110819	10/08/2019		24.
	24.00							
	10/08/2019							

COUNTY FAIR 24.00

01 R	109197	EMW GAS ASSOCIATION	SEPT GAS BILLING 2019/MORIARTY	401-37-2209	1610819	10/08/2019		58.
	210.56		SENIOR CENTER ACCT#20-2330-010					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
10/08/2019			ESTANCIA PMS/10-5870-010	401-36-2209	/ /			56.
			HEALTH DEPT/10-1990-010	401-24-2209	/ /			52.
			ROAD EQUIP YARD/10-1860-000	402-61-2209	/ /			43.
MORIARTY SENIOR CENTER	58.15	ESTANCIA SENIOR CENTER	56.56	HEALTH DEPT BLDG MAINT	52.02			
COUNTY ROAD SHOP	43.83							
01 R 109198		BMW GAS ASSOCIATION	SEPT GAS BILLINGS 2019/CLERK	612-20-2308	1710819	10/08/2019		24.
	546.64		VOTING MACHINE/10-6380-000					
10/08/2019			JUDICIAL/10-6000-000	401-16-2209	/ /			137.
			DIST 3 VFD/60-9250-000	408-91-2209	/ /			24.
			COURTHOUSE/10-1850-000	401-15-2209	/ /			361.
COUNTY CLERK	24.00	JUDICIAL COMPLEX MAINT	137.53	STATE FIRE ALLOTMENT	24.00			
ADMINISTRATIVE OFFICES	361.11							
01 R 109199		BMW GAS ASSOCIATION	SEPT GAS BILLINGS 2019/DIST 5	405-91-2209	1810819	10/08/2019		31.
	112.31		VFD ACCT#71-4510-000					
10/08/2019			ANIMAL SERVICES/60-0580-010	401-82-2209	/ /			25.
			DIST 3 VFD/60-5390-000	408-91-2209	/ /			26.
			DIST 2 VFD/70-3680-000	406-91-2209	/ /			28.
STATE FIRE ALLOTMENT	87.31	ANIMAL SERVICES	25.00					
01 R 109200		BMW GAS ASSOCIATION	SEPT GAS BILLINGS 2019/DISPATCH	911-80-2209	1910819	10/08/2019		27.
	120.97		ACCT#60-9530-000					
10/08/2019			ROAD/10-5690-000	402-61-2209	/ /			27.
			FIRE ADMIN/10-6140-001	413-91-2209	/ /			34.
			DIST 5 VFD/71-6230-000	405-91-2209	/ /			30.
911-DISPATCH CENTER	27.97	COUNTY ROAD SHOP	27.45	STATE FIRE ALLOTMENT	65.55			
01 R 109201		ESTANCIA, TOWN OF	MONTHLY CHARGES SEPT 2019/	401-16-2210	2210819	10/08/2019		256.
	1483.35		JUDICIAL COMPLEX/ACCT#40					
10/08/2019			FIRE ADMIN/1380	413-91-2210	/ /			119.
			ROAD DEPT/1108	402-61-2210	/ /			189.
			FAIR BOARD/750	412-53-2210	/ /			446.
			SENIOR CENTER/249	401-27-2210	/ /			119.
			FAIR BOARD/291	412-53-2210	/ /			46.
			ROAD DEPT/1112	402-61-2210	/ /			207.
			HEALTH DEPT/373	401-24-2210	/ /			97.
JUDICIAL COMPLEX MAINT	256.10	STATE FIRE ALLOTMENT	119.24	COUNTY ROAD SHOP	397.69			
COUNTY FAIR	493.64	MOUNTAINAIR SENIOR CEN	119.24	HEALTH DEPT BLDG MAINT	97.44			
01 R 109202		LOBO INTERNET SERVICES LTD	DIST 3 INTERNET SEPT 2019	408-91-2207	2010819	10/08/2019		156.
	430.75		DIST 4 VFD	409-91-2207	/ /			81.
10/08/2019			DIST 5 VFD	405-91-2207	/ /			81.
			DIST 2 VFD	406-91-2207	/ /			76.
			FIRE ADMIN INVOICE #118164	413-91-2207	/ /			36.
			ACCT#TORRANCECOUNTYFIRE					
STATE FIRE ALLOTMENT	430.75							
01 R 109203		LOBO INTERNET SERVICES LTD	TORRANCE COUNTY ADMIN SEPT 2019	401-65-2207	2110819	10/08/2019		166.
	166.92		INVOICE#118146 ACCT#TORRANCECTY					
10/08/2019			ADMIN					
OPERATIONS & MAINTENAN	166.92							

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01 R	109204	MARLIN BUSINESS BANK	KONICA MINOLTA BIZHUB SEPT 2019	911-80-2203	1210819	10/08/2019		150.
	150.30		INVOICE#17377401 ACCT#1441060					
	10/08/2019							
911-DISPATCH CENTER		150.30						
01 R	109205	NTS COMMUNICATIONS	DISPATCH USAGE CHARGES ACCT#	911-80-2207	910819	10/08/2019		58.
	67.40		85841014481					
	10/08/2019		LONG DISTANCE FAXES/CLERK	401-20-2207	1010819	10/08/2019		2.
			TREASURER	401-30-2207	/ /			2.
			ASSESSOR	401-40-2207	/ /			2.
			SHERIFF	401-50-2207	/ /			2.
			ACCT#85841014457					
911-DISPATCH CENTER		58.57	COUNTY CLERK	2.21	COUNTY TREASURER	2.21		
COUNTY ASSESSOR		2.21	COUNTY SHERIFF	2.20				
01 R	109206	ORKIN INC.	MONTHLY PC SEPT 2019 JUDICIAL	401-16-2203	1410819	10/08/2019		118.
	118.66		ACCT#31550882 INVOICE#188453413					
	10/08/2019							
JUDICIAL COMPLEX MAINT		118.66						
01 R	109207	PACIFIC OFFICE AUTOMATION, INC.	KONICA COPIER SEPT 2019/MANAGER	401-10-2203	810819	10/08/2019		668.
	760.32		ROAD INVOICE#34055670/ACCT#	402-60-2203	/ /			92.
	10/08/2019		900-0277932-000					
COUNTY MANAGER		668.14	COUNTY ROAD DEPARTMENT	92.18				
01 R	109208	PLATEAU WIRELESS	DURAN FIRE DEPT INTERNET SERVICE	407-91-2207	710819	10/08/2019		177.
	177.42		ACCT#2211365					
	10/08/2019							
STATE FIRE ALLOTMENT		177.42						
01 R	109209	QWEST CORPORATION	MONTHLY CHARGES SEPT 2019	406-91-2207	1510819	10/08/2019		57.
	57.26		ACCT#5052819213783B					
	10/08/2019							
STATE FIRE ALLOTMENT		57.26						
01 R	109210	US BANK CORPORATE PAYMENT SYSTEM	VEHICLE FUEL UNIT MANAGER/ESCAPE	401-65-2202	110819	10/08/2019		22.
	11857.57		FUEL TREASURER VEHICLE FOR	401-55-2205	/ /			21.
	10/08/2019		FINANCE OFFICE					
			FUEL TREASURER VEHICL FOR MANAGE	401-10-2202	/ /			32.
			OFFICE CHERYL					
			ASSESSORS OFFICE FUEL CHARGES	610-40-2202	/ /			232.
			8/15/19TO9/15/19 A01,A04,A05					
			AUGUST 2019 SHERIFF FUEL	401-50-2201	/ /			7271.
			AUGUST 2019 TRANSPORT FUEL	420-74-2201	/ /			1289.
			VEHICLE FUEL UNIT T24/M1/M4	401-65-2202	/ /			279.
			FUEL/STATE CARD-AUGUST/SEPT2019	420-73-2202	/ /			67.
			AUGUST 2019 DWI/COBALT/DODGE/	605-03-2202	/ /			89.
			UPLANDER					
			FUEL DISPATCH D1/D2 AUGUST 2019	911-80-2202	/ /			41.
			FUEL FIRE ADMIN 8/2019-9/2019	413-91-2202	/ /			981.
			FUEL DIST VFD 2 8/19-9/19	406-91-2202	/ /			130.
			FUEL DIST VFD 3 8/19-9/19	408-91-2202	/ /			299.
			FUEL DIST VFD 5	405-91-2202	/ /			667.
			FUEL DIST VFD 6 8/19-9/19	418-91-2202	/ /			77.

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
			FUEL TREASURER AUGUST 2019	401-30-2202	/ /			63.
			FUEL AUGUST 2019	604-83-2202	/ /			288.
OPERATIONS & MAINTENAN	302.14	FINANCE DEPARTMENT	21.02	COUNTY MANAGER				32.79
COUNTY ASSESSOR	232.52	COUNTY SHERIFF	7271.52	TRANSPORTATION OF PRIS				1289.06
COMMUNITY MONITORING	67.46	DWI DISTRIBUTION GRANT	89.08	911-DISPATCH CENTER				41.94
STATE FIRE ALLOTMENT	2157.64	COUNTY TREASURER	63.44	COMMUNICATIONS/EMS TAX				288.96
=====								
01 R	109211	WASTE MANAGEMENT OF NM INC.	MONTHLY WASTE DISPOSAL SERVICE	401-82-2210	410819	10/08/2019		118.
	118.91		10/01/19 TO 10/31/19 44 CARL					
	10/08/2019		CANNON RD INVOICE#8664562-0573-5					
			ACCT#9-35442-03003/ANIMAL					
			SERVICES					
ANIMAL SERVICES	118.91							
=====								
01 R	109212	WASTE MANAGEMENT OF NM INC.	MONTHLY WASTE DISPOSAL SERVICE	405-91-2210	510819	10/08/2019		398.
	398.73		10/01/19-10/31/19 44 CARL CANNON					
	10/08/2019		RD INVOICE#8664725-0573-8					
			ACCT#9-35442-03003					
STATE FIRE ALLOTMENT	398.73							
=====								
01 R	109213	WASTE MANAGEMENT OF NM INC.	MONTHLY WASTE DISPOSAL SERVICE	413-91-2210	610819	10/08/2019		450.
	450.62		10/01/2019-10/31/2019 753 SALT					
	10/08/2019		MISSION TR INVOICE#8664397-0573-					
			6 ACCT#2-08123-14009					
STATE FIRE ALLOTMENT	450.62							
=====								
01 R	109214	WILLARD, VILLAGE OF	MONTHLY CHARGES 8/26/19 TO	418-91-2210	310819	10/08/2019		55.
	55.26		9/23/19 DIST 6 VFD					
	10/08/2019							
STATE FIRE ALLOTMENT	55.26							
=====								
01 R	109215	CERVANTES, EUNICE	INMATE EXTRADITION-DEL VALLE TX	420-74-2205	2100919	10/09/2019		116.
	116.00							
	10/09/2019							
TRANSPORTATION OF PRIS	116.00							
=====								
01 R	109216	HOOVER, JAMES	INMATE EXTRADITION-DEL VALLE TX	420-74-2205	110919	10/09/2019		132.
	132.00							
	10/09/2019							
TRANSPORTATION OF PRIS	132.00							
=====								
01 R	109217	ALBUQUERQUE OFFICE SYSTEMS	DOOR AND GLASS PANELS TO REPLACE	401-24-2215	16101019	10/10/2019	34318	1195.
	1826.83		ACCORDIAN DOOR DIVIDER DWI				34318	
	10/10/2019		OFFICE DOOR DIVIDER DWI OFFICE				34318	
			LOCATED AT TCPO				34318	
			LABOR TO DELIVER & INSTALL PER	401-24-2215	/ /		34318	585.
			DRAWINGS PROVIDED				34318	
			SALES TAX @7.785%	401-24-2215	/ /		34318	46.
			INVOICE#7859					
HEALTH DEPT BLDG MAINT	1826.83							
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01 R	109218	ALLEN MICHAELA	PUBLICATIONS FOR FAIR	412-53-2221	43101019	10/10/2019	34078	320.

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
	320.00		INVOICE#1566					
	10/10/2019							
COUNTY FAIR		320.00						
01 R	109219	AMBITIONS TECHNOLOGY GROUP LLC	BILLABEL HOURS FOR 8/1/19-	401-65-2213	29101019	10/10/2019		8223.
	8223.13		9/1/19 TOTAL TAXES INVOICE#7901					
	10/10/2019							
OPERATIONS & MAINTENAN		8223.13						
01 R	109220	ATLANTIC TACTICAL INC.	DEF-TEC DEFENSE INERT MK-9	410-50-2222	26101019	10/10/2019	34027	223.
	1321.75		FOGGER OC AEROSOL				34027	
	10/10/2019		DEF-TEC OC VAPOR AEROSOL GRENADE	410-50-2222	/ /		34027	207.
			DEF-TEC OC FLAMELESS EXPULSION	410-50-2222	/ /		34027	250.
			GRENADE				34027	
			DEF-TEC 40MM EXACT IMPACT SPONGE				34027	
			ROUND				34027	
			DEF-TEC 40MM SMOKELESS POWDER -	410-50-2222	/ /		34027	245.
			50 ROUND TRAINING KIT				34027	
			DEF-TEC DIRECT IMPACT SPONGE W/	410-50-2222	/ /		34027	180.
			OC				34027	
			SHIPPING & HANDLING	410-50-2222	/ /		34027	216.
			INVOICE#SI-80676873/SI-80677391					
			ACCT#114680					
COUNTY SHERIFF		1321.75						
01 R	109221	AWARDS ETC.	NAME PLATES FOR COMMISSION	401-10-2219	54101019	10/10/2019	34175	117.
	117.00		INVOICE#0255676 B.GARLAND					
	10/10/2019		J.BUTRICK,W.JOHNSON					
COUNTY MANAGER		117.00						
01 R	109222	BLACK DUCK INC	INVOICE#84995/K.BALLARD	410-50-2222	25101019	10/10/2019		115.
	115.00		INVOICE#84456/P.HERNANDEZ BADGE					
	10/10/2019		AND NAME ACCT#7039 REF:PO#33963					
COUNTY SHERIFF		115.00						
01 R	109223	CINTAS CORPORATION NO. 2	FIRST AID KIT	402-60-2248	7101019	10/10/2019	34043	270.
	270.05		INVOICE#8404319204 ACCT#30009096					
	10/10/2019							
COUNTY ROAD DEPARTMENT		270.05						
01 R	109224	CINTAS CORPORATION NO. 2	FIRST AID KIT REFILL AND	600-06-2248	8101019	10/10/2019	33989	474.
	640.57		FY20				33989	
	10/10/2019		INVOICE#8404319204 ACCT#30009096					
			QUARTERLY RESTOCK - FIRST AID	911-80-2248	54101019	10/10/2019	34161	166.
			INVOICE#8404319204 ACCT#					
			10202166					
RISK MANAGEMENT		474.10	911-DISPATCH CENTER	166.47				
01 R	109225	CINTAS CORPORATION NO. 2	SHERIFF'S OFFICE FIRST AID	410-50-2222	9101019	10/10/2019	34417	271.
	271.35		STATION RESTOCK TO COVER FY20				34417	
	10/10/2019		INVOICE#8404319204					
COUNTY SHERIFF		271.35						

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
01 R	109226	CINTAS CORPORATION NO. 2	FIRE ADMIN BUILDING	413-91-2248	10101019	10/10/2019	34164	165.
	165.95		INVOICE#8404319204 ACCT#30009096					
	10/10/2019							
		STATE FIRE ALLOTMENT	165.95					
01 R	109227	CINTAS CORPORATION NO. 2	FIRST AID KIT	402-60-2248	11101019	10/10/2019	34043	166.
	166.47		INVOICE#8404319204 ACCT#10202166					
	10/10/2019							
		COUNTY ROAD DEPARTMENT	166.47					
01 R	109228	COMPUTER CORNER INC	ALPHACARD ID SUITE STANDARD V.11	413-91-2219	15101019	10/10/2019	34301	595.
	595.95		FOR PC - SINGLE LICENSE FOR USE				34301	
	10/10/2019		ON 1 COMPUTER ESD (SOFTWARE				34301	
			DOWNLOAD)				34301	
			INVOICE#176730 ACCT#2464732					
		STATE FIRE ALLOTMENT	595.95					
01 R	109229	COOPERATIVE EDUCATIONAL SERVICES	SORRECTIVE REPAIRS	401-24-2611	32101019	10/10/2019	34278	5264.
	9411.29		NMGRT @ 8.1875%	401-24-2611		/ /	34278	430.
	10/10/2019		INVOICE#24-093748					
			LEAK REPAIRS	412-53-2215	33101019	10/10/2019	34279	3435.
			NMGRT @ 8.81875%	412-53-2215		/ /	34279	281.
			INVOICE#24-093750					
		HEALTH DEPT BLDG MAINT	5695.04	COUNTY FAIR	3716.25			
01 R	109230	CORRECTIONS INDUSTRIES PRINT S	WINDOW ENVELOPES	401-10-2219	35101019	10/10/2019	34147	142.
	142.95		INVOICE#56694 ACCT#E022					
	10/10/2019							
		COUNTY MANAGER	142.95					
01 R	109231	DE LAGE LANDEN FINANCIAL SERVICE	MONTHLY PAYMENT OCTOBER 2019	401-30-2203	1101019	10/10/2019		179.
	179.52		PERIOD 09/15/19 TO 10/14/19					
	10/10/2019		INVOICE#65229129 ACCT#1329484					
		COUNTY TREASURER	179.52					
01 R	109232	DESIGN SILK SCREEN PRINTERS	12" DECALS FOR VAN	401-21-2221	19101019	10/10/2019	34221	200.
	2075.00		INVOICE#34933 ACCT#1214					
	10/10/2019		RESCUE 1-2		44101019		34348	
			DECALS AND STRIPING FOR NEW	413-91-2248		/ /	34348	1650.
			AMBULANCE				34348	
			INVOICE#34919 ACCT#1214					
			ASSET NUMBERS FOR MAINTANENCE	401-65-2221	45101019	10/10/2019	34405	225.
			FLEET M1/M2/M3/M4/M5				34405	
			INVOICE#34929 ACCT#1214					
		ELECTIONS	200.00	STATE FIRE ALLOTMENT	1650.00	OPERATIONS & MAINTENAN	225.00	
01 R	109233	DT AUTOMOTIVE	4 WHEEL ACTUATOR	401-50-2201	4101019	10/10/2019	34454	165.
	215.00		LABOR	401-50-2201		/ /	34454	50.
	10/10/2019		G89033				34454	
			INVOICE#TCSO 34454					
		COUNTY SHERIFF	215.00					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
01 R	109234	DT AUTOMOTIVE	VEHICLE REPAIR	420-73-2201	5101019	10/10/2019	34334	420.
	420.00		ELECTRONIC MONITORING				34334	
	10/10/2019		CHEVY CRUZE				34334	
			INVOICE#TC 34334					
		COMMUNITY MONITORING	420.00					
01 R	109235	DT AUTOMOTIVE	STRUT	401-50-2201	6101019	10/10/2019	34448	160.
	240.00		LABOR	401-50-2201		/ /	34448	80.
	10/10/2019		G89767				34448	
			INVOICE#TCSO 34448					
		COUNTY SHERIFF	240.00					
01 R	109236	DT AUTOMOTIVE	PIT FILLS ON WINDSHIELDS	401-50-2201	13101019	10/10/2019	34427	300.
	1510.00		(06836G, 06672G, G64489, 0652G,				34427	
	10/10/2019		06654G, G89767, G89034, 02332G,				34427	
			02331G, 02333G, G83666, G92652,				34427	
			G99481, G74569, G71579)				34427	
			WINDSHIELD REPLACEMENTS	401-50-2201		/ /	34427	895.
			(G98042, G98041, G83667, G99466,				34427	
			G95474, G71597)				34427	
			WINDSHIELD REPLACEMENTS	420-74-2201		/ /	34427	315.
			(03337G, G92653)				34427	
			INVOICE#TCSO34427					
		COUNTY SHERIFF	1195.00	TRANSPORTATION OF PRIS	315.00			
01 R	109237	DT AUTOMOTIVE	NEW TIRE	401-50-2201	30101019	10/10/2019	34213	200.
	200.00		TCSO IMPALA				34213	
	10/10/2019		INVOICE#TCSO 34213					
		COUNTY SHERIFF	200.00					
01 V	109238	DT AUTOMOTIVE	DODGE RAM DEACTIVATION SOLENOID	401-50-2201	31101019	10/10/2019	34299	360.
	360.00		REPLACEMENT				34299	
	10/10/2019		INVOICE#TCSO 34299 G89767					
		COUNTY SHERIFF	360.00					
01 R	109239	EMERGENCY REPORTING	YEARLY INVOICE FOR FIRE & EMS	407-91-2271	46101019	10/10/2019	34011	2207.
	15449.63		COMBO PACKAGE FOR NOVEMBER 2019-	406-91-2271		/ /	34011	2207.
	10/10/2019		OCTOBER 2020 FOR FIRE ADMIN	408-91-2271		/ /	34011	2207.
			DISTRICTS 2,3 AND 5.	409-91-2271		/ /	34011	2207.
			YEARLY INVOICE FOR FIRE PACKAGE	405-91-2271		/ /	34011	2207.
			FOR NOVEMBER 2019-OCTOBER 2020	418-91-2271		/ /	34011	2207.
			FOR DISTRICTS 1,4, AND 6.	413-91-2271		/ /	34011	2207.
			YEARLY INVOICE FOR GOOGLE MAPS				34011	
			FOR NOVEMBER 2019-OCTOBER 2020				34011	
			INVOICE#2019 7498 ACCT#MULTI-					
			TORRANCE					
		STATE FIRE ALLOTMENT	15449.63					
01 R	109240	ESTANCIA, TOWN OF	UNDERAGE DRINKING PREVENTION	605-03-2271	2101019	10/10/2019	33985	1200.
	2100.00		7/5, 7/12, 7/19, 7/26				33985	
	10/10/2019		IMP# 070319-02				33985	
			UNDERAGE DRINKING PREVENTION	605-03-2271	3101019	10/10/2019	33986	900.
			8/3 AND 8/5				33986	

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
DWI DISTRIBUTION GRANT 2100.00								
01 R	109241	FALCON INDUSTRIES, INC.	DOUBLE LOOP RECEIVER PLATES	401-50-2231	48101019	10/10/2019	34410	20.
	113.97		ERGO SLING LOOP: MOSSBERG 500	401-50-2231		/ /	34410	13.
	10/10/2019		/590 AMBIDEXTROUS				34410	
			SLING 1 *BUY ONE - GET ONE FREE*	401-50-2231		/ /	34410	79.
			INVOICE#191623					
COUNTY SHERIFF 113.97								
01 R	109242	FASTENAL COMPANY	32. OZ AGENT DOUBLE SCREW CAP	407-91-2248	12101019	10/10/2019	33959	47.
	2564.46		BOTTLE EYEWASH STATION				33959	
	10/10/2019		32. OZ AGENT DOUBLE SCREW CAP	406-91-2248		/ /	33959	95.
			BOTTLE EYEWASH STATION				33959	
			32. OZ AGENT DOUBLE SCREW CAP	408-91-2248		/ /	33959	95.
			BOTTLE EYEWASH STATION				33959	
			32. OZ AGENT DOUBLE SCREW CAP	409-91-2248		/ /	33959	47.
			BOTTLE EYEWASH STATION				33959	
			32. OZ AGENT DOUBLE SCREW CAP	405-91-2248		/ /	33959	95.
			BOTTLE EYEWASH STATION				33959	
			32. OZ AGENT DOUBLE SCREW CAP	418-91-2248		/ /	33959	47.
			BOTTLE EYEWASH STATION				33959	
			32. OZ AGENT DOUBLE SCREW CAP	413-91-2248		/ /	33959	47.
			BOTTLE EYEWASH STATION				33959	
			3-5/8" KICK DOWN DOOR STOPS	413-91-2248		/ /	33959	126.
			INVOICE#NMALB242548 ACCT#NMALB					
			2338					
			PPE FOR TCSO AT CORECIVIC	600-06-2248	23101019	10/10/2019	34352	1125.
			N95 FACEMASKS, NITRILE				34352	
			GLOVES, HAND SANITIZER.				34352	
			INVOICE#NMALB244417 ACCT#NMALB					
			2338					
			PAIR SAFETY GLASSES	402-60-2248	37101019	10/10/2019	34222	66.
			MEDIUM GLOVES W/Y	402-60-2248		/ /	34222	97.
			LARGE GLOVES W/Y	402-60-2248		/ /	34222	97.
			XL GLOVES W/Y	402-60-2248		/ /	34222	97.
			INVOICE#3422743555/3422743554					
			19' EXTENSION MODEL IA 300LB	401-15-2215	38101019	10/10/2019	34317	52.
			CAPACITY ALUMINUM	401-16-2215		/ /	34317	52.
			ARTICULATING LADDER	401-23-2215		/ /	34317	52.
			(ALL COUNTY SITES)	401-27-2215		/ /	34317	52.
				401-36-2215		/ /	34317	52.
			INVOICE#NMALB244151	401-37-2215		/ /	34317	52.
			ACCT#NMALB2338					
			2 PLY WHITE ANGEL SOFT BATHROOM	401-15-2229	39101019	10/10/2019	34330	79.
			TISSUE (JUDICIAL)				34330	
			2 PLY WHITE ANGEL SOFT BATHROOM	401-16-2229		/ /	34330	79.
			TISSUE (ADMIN)				34330	
			INVOICE#NMALB244152 ACCT#NMALB					
			2338					
STATE FIRE ALLOTMENT	605.12	RISK MANAGEMENT	1125.56	COUNTY ROAD DEPARTMENT	357.83			
ADMINISTRATIVE OFFICES	132.36	JUDICIAL COMPLEX MAINT	132.35	MOUNTAINAIR HEALTH CLI	52.81			
MOUNTAINAIR SENIOR CEN	52.81	ESTANCIA SENIOR CENTER	52.81	MORIARTY SENIOR CENTER	52.81			
01 R	109243	GUSTIN HARDWARE INC.	ELECTRICAL, PLUMBING, ROOFING &	401-15-2215	52101019	10/10/2019	34016	387.
	419.86		ACCT#125					
	10/10/2019		ELECTRICAL, PLUMBING, ROOFING &	401-15-2215	53101019	10/10/2019	34016	32.
			ACCT#125					

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ADMINISTRATIVE OFFICES 419.86								
01 R	109244	HART'S TRUSTWORTHY HARDWARE	12614 PRO EXTERIOR FLAT NEUTRA -	401-15-2238	17101019	10/10/2019	34409	59.
	359.84		7478738 BLUE PAINT	401-16-2238	/ /		34409	59.
	10/10/2019		12600 PRO EXTERIOR FLAT WHITE -	401-23-2238	/ /		34409	59.
			9271156 REPAINT HANDICAP AREAS-	401-27-2238	/ /		34409	59.
			ALL SITES	401-36-2238	/ /		34409	59.
			INVOICE#B334951 ACCT#33	401-37-2238	/ /		34409	59.
ADMINISTRATIVE OFFICES 59.97 JUDICIAL COMPLEX MAINT 59.97 MOUNTAINAIR HEALTH CLI 59.97								
MOUNTAINAIR SENIOR CEN 59.97 ESTANCIA SENIOR CENTER 59.97 MORIARTY SENIOR CENTER 59.97								
=====								
01 R	109245	HONSTEIN OIL CO.	SHERIFF FUEL ZZ2261/ZZ2262	401-50-2202	41101019	10/10/2019		588.
	588.51							
	10/10/2019							
COUNTY SHERIFF 588.51								
=====								
01 R	109246	MAS MODERN MARKETING INC	RED RIBBON WEEK PENCILS	804-89-2257	40101019	10/10/2019	34363	1035.
	1057.12		RED RIBBON WEEK LOLLIPOPS				34363	
	10/10/2019		SHIPPING & HANDLING	804-89-2257	/ /		34363	22.
			INVOICE#MM1134850					
DRUG EDUCATION 1057.12								
=====								
01 R	109247	MOTORSPORT ADVENTURES, LLC	ATV RAMPS FOR SEARCH AND RESCUE	413-91-2248	49101019	10/10/2019	34326	479.
	479.80		INVOICE#3609 ACCT#1052					
	10/10/2019							
STATE FIRE ALLOTMENT 479.80								
=====								
01 R	109248	NM GSD/FED SURPLUS PROPERTY	2008 CHEVROLET DURAMAX 2500HD	401-65-2618	51101019	10/10/2019	34408	13000.
	13000.00		MAINTENANCE VEHICLE				34408	
	10/10/2019		INVOICE#22750 ACCT#C-0033					
OPERATIONS & MAINTENAN 13000.00								
=====								
01 R	109249	NM HEART INSTITUTE FOUNDATION	REGISTRATION FOR 10TH ANNUAL PRE	406-91-2266	36101019	10/10/2019	34152	75.
	225.00		HOSPITAL MANAGEMENT OF CARDIO				34152	
	10/10/2019		VASCULAR DISEASE	405-91-2266	/ /		34152	150.
			S. SCHAEFFER, M. TRAMMELL, AND				34152	
			F. BRAMAN				34152	
STATE FIRE ALLOTMENT 225.00								
=====								
01 O	109250	NM SECRETARY OF STATE	NOTARY BOND RENEWAL FEE FOR	610-40-2219	47101019	10/10/2019	34360	20.
	20.00		V. SEDILLO				34360	
	10/10/2019							
COUNTY ASSESSOR 20.00								
=====								
01 R	109251	STAPLES BUSINESS ADVANTAGE	COPY PAPER, MESSAGE PADS, DVD,	401-50-2219	20101019	10/10/2019	34366	768.
	768.78		BUSINESS CARD PAPER, CALENDAR,				34366	
	10/10/2019		BUSINESS CARD HOLDERS, DVD				34366	
			SLEEVES, MANILA ENVELOPES,				34366	
			HIGHLIGHTERS, ZEBRA PENS, BLUE				34366	
			PENS, THERMAL PAPER.				34366	
			INVOICE#3425404854/3425709326/					
			3425709325 ACCT#70109685					

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		COUNTY SHERIFF	768.78						
01 R	109252	STAPLES BUSINESS ADVANTAGE	DUNLAP DESK	401-50-2219	21101019	10/10/2019	34006	1254.	
	1254.00		INVOICE#3419953146 ACCT#70109685						
	10/10/2019								
		COUNTY SHERIFF	1254.00						
01 R	109253	STAPLES BUSINESS ADVANTAGE	8 CHANNEL (SET OF 4) CAMERA	410-50-2222	22101019	10/10/2019	34322	464.	
	464.19		SECURITY SYSTEMS FOR INMATE				34322		
	10/10/2019		HOLDING CELLS				34322		
			INVOICE#3425264388 ACCT#70109685						
		COUNTY SHERIFF	464.19						
01 R	109254	STAPLES BUSINESS ADVANTAGE	.75" BINDER CLIPS 144/PK	401-08-2219	27101019	10/10/2019	34359	11.	
	449.64		8.5"X11" COPY PAPER CTN	401-08-2219	/ /		34359	156.	
	10/10/2019		CALL REGISTER 100SHT/PD	401-08-2219	/ /		34359	25.	
			STICKY TABS 48/PK				34359		
			RECEIPT BOOK 100 SETS/BK	401-08-2219	/ /		34359	9.	
			3 TAB FILE FOLDERS MANILLA	401-08-2219	/ /		34359	52.	
			AVERY FILE FOLDER LABELS	401-08-2219	/ /		34359	9.	
			ASSTD RUBBER BANDS	401-08-2219	/ /		34359	1.	
			BUSINESS CARDS	401-08-2219	/ /		34359	13.	
			PILOT G2 PENS, BLUE 12 PK	401-08-2219	/ /		34359	36.	
			FILE POCKET, 5.25" EXPAND	401-08-2219	/ /		34359	11.	
			16GB FLASH DRIVE	401-08-2219	/ /		34359	10.	
			#10 ENVELOPES 500/BX	401-08-2219	/ /		34359	67.	
			GBC COMBO 150 SHEET	401-08-2219	/ /		34359	27.	
			HIGH LIGHTERS, YELLOW	401-08-2219	/ /		34359	15.	
			MANILLA ENVELOPE 12"X15.5"				34359		
			INVOICE#3425264390 ACCT#394849						
		PLANNING & ZONING	449.64						
01 R	109255	STAPLES BUSINESS ADVANTAGE	STICKY TABS 48/PK	401-08-2219	28101019	10/10/2019	34359	11.	
	36.87		MANILLA ENVELOPE 12"X15.5"	401-08-2219	/ /		34359	25.	
	10/10/2019		INVOICE#3425709323 & 3425334214						
			ACCT#394849						
		PLANNING & ZONING	36.87						
01 R	109256	STAPLES BUSINESS ADVANTAGE	BROTHER REFURBISHED P-TOUCH	401-10-2219	34101019	10/10/2019	34343	40.	
	40.00		LABEL MAKER				34343		
	10/10/2019		INVOICE#3425264389 ACCT#DAL						
			70109686 K.OLIVER						
		COUNTY MANAGER	40.00						
01 R	109257	TILLERY CHEVROLET GMC INC	DIAGNOSE AND/OR REPAIR GMC 1500	401-65-2201	18101019	10/10/2019	34445	634.	
	634.07		VEHICLE UNIT M3				34445		
	10/10/2019		LICENSE 02062G				34445		
			INVOICE#6057742/2						
		OPERATIONS & MAINTENAN	634.07						
01 R	109258	TJ ENTERPRISES AUTO SUPPLY	AC DELCO SPARK PLUG	401-65-2201	42101019	10/10/2019	34233	17.	
	59.10		BELDEN EDGE SPARK PLUG WIRE KIT	401-65-2201	/ /		34233	32.	
	10/10/2019		NAPA GOLD OIL FILTER	401-65-2201	/ /		34233	6.	

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			NAPA 5W30 MOTOR OIL	401-65-2201	/ /		34233	2.
			AC701 LOCK ASSEMBLY				34233	
			AMSOIL & FILTER				34233	
			MAINTENANCE UNITS - CARL/STETSON				34233	
			ACCT#1185					
OPERATIONS & MAINTENAN		59.10						
01 R	109259	WAGNER EQUIPMENT CO.	DOOR WINDOWS FOR BLADES	402-60-2244	24101019	10/10/2019	34195	2871.
	2871.23		NM STATE PRICING AGREEMENT				34195	
	10/10/2019		#90-000-19-00063				34195	
COUNTY ROAD DEPARTMENT		2871.23						
01 R	109260	WARE, SIDNEY K	9 SESSIONS OF BOYS COUNCIL	635-68-2272	50101019	10/10/2019		1350.
	1446.37		COMPLETED SEPT 2019					
	10/10/2019		GROSS RECEIPTS TAX	635-09-2271	/ /			96.
			INVOICE#151 ACCT#20-690-3000					
			16740					
CYFD JUVENILE JUSTICE		1350.00	WIND PILT	96.37				
01 R	109261	ZIA GRAPHICS INC.	ULTRA CLUB 8540 MENS WHISPER	413-91-2236	14101019	10/10/2019	34198	287.
	1900.75		PIQUE POLO NAVY. L-6, XL-1,				34198	
	10/10/2019		2XL-2, 4XL-1 (EMBROIDERED)				34198	
			ULTRA CLUB 8541 LADIES WHISPERER	413-91-2236	/ /		34198	86.
			PIQUE POLO, 3-M (EMBROIDERED)				34198	
			2X UPCHARGE	413-91-2236	/ /		34198	4.
			4XL UPCHARGE	413-91-2236	/ /		34198	4.
			GILDAN G185 HOODIE NAVY BLUE TO	413-91-2236	/ /		34198	1519.
			INCLUDE SCREEN PRINT				34198	
			INVOICE#55366A/55366B					
STATE FIRE ALLOTMENT		1900.75						
01 R	109262	PACIFIC OFFICE AUTOMATION, INC.	MANAGER INVOICE #34055670	401-10-2203	1101519	10/15/2019		668.
	760.32		ROAD ACCT#1821290	402-60-2203	/ /			92.
	10/15/2019							
COUNTY MANAGER		668.14	COUNTY ROAD DEPARTMENT	92.18				
01 R	109263	QWEST CORPORATION	MONTHLY CHARGES SEPT 2019/CLERK	401-20-2207	2101519	10/15/2019		56.
	56.40		5053844080353B					
	10/15/2019							
COUNTY CLERK		56.40						
01 R	109264	QWEST CORPORATION	SHERIFF SEPT 2019/5053841277037B	401-50-2207	3101519	10/15/2019		31.
	31.24							
	10/15/2019							
COUNTY SHERIFF		31.24						
01 R	109265	QWEST CORPORATION	TREASURER/SEPT 2019	401-30-2207	4101519	10/15/2019		57.
	57.86		5053845381889B					
	10/15/2019							
COUNTY TREASURER		57.86						
01 R	109266	QWEST CORPORATION	DIST 5 VFD SEPT 2019	405-91-2207	5101519	10/15/2019		55.

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	55.99		5058325104623B					
	10/15/2019							
STATE FIRE ALLOTMENT		55.99						
01 R	109267	QWEST CORPORATION	FIRE ADMIN/SEPT 2019	413-91-2207	6101519	10/15/2019		156.
	156.26		5058329606538B					
	10/15/2019							
STATE FIRE ALLOTMENT		156.26						
01 R	109268	QWEST CORPORATION	ROAD SEPT 2019	402-60-2207	7101519	10/15/2019		98.
	98.71		5053842550082B					
	10/15/2019							
COUNTY ROAD DEPARTMENT		98.71						
01 R	109269	QWEST CORPORATION	DIST 5 VFD/SEPT 2019	405-91-2207	8101519	10/15/2019		85.
	85.05		5058320000494B					
	10/15/2019							
STATE FIRE ALLOTMENT		85.05						
01 R	109270	QWEST CORPORATION	DIST 4 VFD/SEPT 2019	409-91-2207	9101519	10/15/2019		160.
	160.87		5053842353044B					
	10/15/2019							
STATE FIRE ALLOTMENT		160.87						
01 R	109271	QWEST CORPORATION	FIRE ADMIN/SEPT 2019	413-91-2207	10101519	10/15/2019		206.
	206.40		5053841067935B					
	10/15/2019							
STATE FIRE ALLOTMENT		206.40						
01 R	109272	QWEST CORPORATION	FIRE ADMIN/SEPT 2019	413-91-2207	11101519	10/15/2019		100.
	100.69		FIRE ADMIN FAX 5053843165110B					
	10/15/2019							
STATE FIRE ALLOTMENT		100.69						
01 R	109273	QWEST CORPORATION	MANAGER/SEPT 2019	401-10-2207	12101519	10/15/2019		193.
	193.01		5053845294082B					
	10/15/2019							
COUNTY MANAGER		193.01						
01 R	109274	QWEST CORPORATION	MTAIR SENIOR CENTER/SEPT 2019	401-27-2207	13101519	10/15/2019		43.
	43.32		5058472885204B					
	10/15/2019							
MOUNTAINAIR SENIOR CEN		43.32						
01 R	109275	QWEST CORPORATION	JUDICIAL/SEPT 2019	5053843237905 401-16-2207	14101519	10/15/2019		103.
	103.37		B					
	10/15/2019							
JUDICIAL COMPLEX MAINT		103.37						
01 R	109276	QWEST CORPORATION	ASSESSOR/SEPT 2019	401-40-2207	15101519	10/15/2019		57.

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57.86	10/15/2019		5053844362899B					
COUNTY ASSESSOR		57.86						
01 R	109277	QWEST CORPORATION	DISPATCH/SEPT 2019	911-80-2207	16101519	10/15/2019		530.
	530.82		5053849631581B					
	10/15/2019							
911-DISPATCH CENTER		530.82						
01 R	109313	INTERNAL REVENUE SERVICE	FICA DED	401-50-2102	2101719	10/17/2019		14.
	14.38		ERROR ON CANCELLED CHECKS					
	10/17/2019							
COUNTY SHERIFF		14.38						
01 R	109314	INTERNAL REVENUE SERVICE	FEDTAX DED	401-50-2102	110719	10/17/2019		11.
	11.07		ERROR ON CANCELLED CHECKS					
	10/17/2019							
COUNTY SHERIFF		11.07						
01 R	109315	INTERNAL REVENUE SERVICE	MEDICR DED	401-50-2102	3101719	10/17/2019		4.
	4.39		ERROR ON CANCELLED CHECKS					
	10/17/2019							
COUNTY SHERIFF		4.39						
01 R	109316	ALLEN, CHERYL	TRAVEL TO LAS CRUCES NM NM	401-10-2205	18101719	10/17/2019		399.
	399.46		INFRASTRUCTURE FINANCE CON-					
	10/17/2019		FERENCE					
COUNTY MANAGER		399.46						
01 R	109317	ADVANCED TOWER SERVICES	INSTALL NEW TVSS ON EMERGENCY	641-09-2617	62101719	10/17/2019	34121	11487.
	11487.53		PANEL INCLUDING 2/P 100 AMP				34121	
	10/21/2019		CIRCUIT BREAKER PROVIDE				34121	
			ADDITIONAL EMERGENCY CIRCUITS				34121	
			PROVIDE 9000 WATT 240 VOLT LP				34121	
			FIRE SINGLE PHASE GENERATOR				34121	
			FOR WELL INSTALL TRANSFER SWITCH				34121	
			AND CORD PER STATE PRICE				34121	
			AGREEMENT 60-000-16-00048				34121	
			INVOICE#10142					
WIND PILT		11487.53						
01 R	109318	AIRGAS USA LLC	CYLINDER RENTAL MED/XS OXYGEN	406-91-2230	50101719	10/17/2019		119.
	119.92		HAZMAT/SALES TAX/SEPT 2019					
	10/21/2019							
STATE FIRE ALLOTMENT		119.92						
01 R	109319	ALBUQUERQUE IMAGE PRODUCTS	SHARP SADDLE STITCH STAPLE	413-91-2219	29101719	10/17/2019	34150	55.
	737.26		CARTRIDGE FOR MX-FN31				34150	
	10/21/2019		FREIGHT	413-91-2219	/ /		34150	7.
			HP LJ PRO M476 HIGH YIELD BLACK	413-91-2219	/ /		34150	87.
			HP LJ PRO M476 CYAN	413-91-2219	/ /		34150	87.
			HP LJ PRO M476 YELLOW	413-91-2219	/ /		34150	87.

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			HP LJ M452DC BLACK TONER	413-91-2219	/ /		34150	49.
			HP LJ 452DN CYAN TONER	413-91-2219	/ /		34150	49.
			HP LJ 452DN MAGENTA TONER	413-91-2219	/ /		34150	49.
			HP LJ 452DN YELLOW TONER	413-91-2219	/ /		34150	49.
			FREIGHT	413-91-2219	/ /		34150	80.
			SALES TAX	413-91-2219	/ /		34150	47.
			HP LJ PRO M476 MAGENTA	413-91-2219	/ /		34150	87.
			INVOICE#IN34711/IN34726					
			ACCT#TC04					
STATE FIRE ALLOTMENT		737.26						
01 R	109320	AMBITIONS TECHNOLOGY GROUP LLC	DELL OPTIPLEX 5060 SFF COMPUTER	401-50-2219	39101719	10/17/2019	34269	2066.
	2066.42		TAX				34269	
	10/21/2019		INVOICE#7906					
COUNTY SHERIFF		2066.42						
01 O	109321	AMBITIONS TECHNOLOGY GROUP LLC	BILLABLE HOURS FOR 8/1/19-	401-65-2213	41101719	10/17/2019		8223.
	8223.13		9/1/19 TOTAL TAXES INVOICE#7901					
	10/21/2019							
OPERATIONS & MAINTENAN		8223.13						
01 R	109322	AMBITIONS TECHNOLOGY GROUP LLC	ELCABO-PROJECT/FACILITIESMAP_F11_	600-06-2248	46101719	10/17/2019	34436	624.
	975.00		20160708				34436	
	10/21/2019		FULL COLOR OVERSIZE PRINT:				34436	
			SQUARE FOOT PRICING 6.50 PER SQ				34436	
			FT (78 SQ FT TOTAL)				34436	
			LAMINATION PRICED PER SQUARE	600-06-2248	/ /		34436	351.
			FOOT EL CABO MAP FOR FIRST				34436	
			RESPONDERS				34436	
			INVOICE#13906					
RISK MANAGEMENT		975.00						
01 R	109323	AMBITIONS TECHNOLOGY GROUP LLC	3'X4' FULL COLOR OVERSIZE PRINT:	600-06-2221	75101719	10/17/2019	34439	156.
	1348.98		6.50 PER SQ FT (24 SQ FT TOTAL)				34439	
	10/21/2019		3'X4' OVERSIZE LAMINATION:	600-06-2221	/ /		34439	84.
			3.50 PER SQ FT (24 SQ FT TOTAL)				34439	
			COUNTY MAP				34439	
			INVOICE#13925					
			BATTERY REPLACEMENT IN SERVER	401-65-2213	77101719	10/17/2019		752.
			ROOM BATTERY PACK TOTAL TAXES					
			INVOICE#7881					
			CISCO 10 PORT SWITCH	401-65-2213	78101718	10/17/2019		356.
			INVOICE#7880					
RISK MANAGEMENT		240.00	OPERATIONS & MAINTENAN		1108.98			
01 R	109324	B & R CONSTRUCTION	NEW SIDEWALK ON SOUTH & WEST	621-96-2611	65101719	10/17/2019	34316	12082.
	12897.54		SIDE OF COUNTY OFFICE COMPLEX				34316	
	10/21/2019		COUNTY ADMINISTRATION BUILDING				34316	
			5' SIDEWALK				34316	
			4" 4000 PSI CONCRETE WITH FIBER				34316	
			NMGRT @ 6.75%	621-96-2611	/ /		34316	815.
			INVOICE#11630					
CAPITAL OUTLAY GROSS R		12897.54						

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01 R	109325	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC INVOICE#224	412-53-2208	40101719	10/17/2019		153.
	153.42		ACCT# 404536900/404571500/					
	10/21/2019		404572200/404572300/8880064700					
COUNTY FAIR		153.42						
01 R	109326	CERVANTES, EUNICE	TRAVEL TO MILPITAS CA INMATE	420-74-2205	22101719	10/17/2019		56.
	56.00		EXTRADITION RETURN 10/5/19					
	10/21/2019							
TRANSPORTATION OF PRIS		56.00						
01 O	109327	COBURN AUTOMOTIVE & DIESEL	OIL CHANGE	631-57-2201	3101719	10/17/2019	34386	58.
	58.22		2005 DODGE CARAVAN				34386	
	10/21/2019							
SENIOR CITIZEN'S PROGR		58.22						
01 R	109328	CONNELL, GAVIN	LOT 18 LAMB 2ND PLACE BLK FACE	412-53-2249	18101719	10/17/2019		9349.
	9349.01		FAIR BOARD COMMISSIONS .03					
	10/21/2019		LOT 29 LAMB 3RD PL CROSS FAIR					
			BOARD COMMISSIONS .03 ADD ONS					
			2019 TC LIVESTOCK SALE					
COUNTY FAIR		9349.01						
01 R	109329	DESERT MOON CRAFTS LLC	CPR CLASS REGISTRATION	690-09-2266	30101719	10/17/2019	34219	60.
	60.00		ANNA MARTINEZ, CHRYSYAL MILBOURN				34219	
	10/21/2019		AND ANASTACIA SANCHEZ				34219	
			INVOICE#AHA-2019-1					
WIND PILT		60.00						
01 R	109330	DESIGN SILK SCREEN PRINTERS	2-12" DIAMETER 2 COLOR COUNTY	401-65-2248	44101719	10/17/2019	34435	300.
	300.00		DOOR LOGOS & REMOVE ADHESIVE ON				34435	
	10/21/2019		DOORS				34435	
			UNIT M5				34435	
			INVOICE#34941					
OPERATIONS & MAINTENAN		300.00						
01 R	109331	DT AUTOMOTIVE	AUGUST MAINT G95474;G98042:	401-50-2201	68101719	10/17/2019		1514.
	1694.00		G89033;G98767;G893402332G;					
	10/21/2019		G92652;G99466;G98041;G9948;					
			G71597					
			AUGUST MAINT G745670665G;02333G	420-74-2201	/ /			180.
			RE: PO#33966					
COUNTY SHERIFF		1514.00	TRANSPORTATION OF PRIS	180.00				
01 R	109332	EVEDA/ESTANCIA VALLEY ECONOMIC	2019/2021 EVEDA CONTRACT 2ND	401-05-2260	70101719	10/17/2019		6250.
	6250.00		QTR					
	10/21/2019							
COUNTY COMMISSION		6250.00						
01 R	109333	FASTENAL COMPANY	SLOAN FLUSH VALVE REBUILDING		2101719		34234	
	2022.22		REPAIR KITS STANDARD & WASHDOWN				34234	
	10/21/2019		ADMINISTRATION	401-15-2215	/ /		34234	86.
			JUDICIAL	401-16-2215	/ /		34234	12.

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
			ESPERANZA	630-87-2215	/ /		34234	12.
			COUNTY FAIRGROUNDS				34234	
			INVOICE#NMALB243530 ACCT#					
			NMALB2338					
			2000W 120V GASOLINE	401-15-2238	54101719	10/17/2019	34355	114.
			PORTABLE GENERATOR	401-16-2238	/ /		34355	114.
			INVOICE#NMALB244436	401-23-2238	/ /		34355	114.
			ACCT#NMALB2338	401-27-2238	/ /		34355	114.
				401-36-2238	/ /		34355	114.
				401-37-2238	/ /		34355	114.
			120 VAC GRACO MAGNUM PROX9	401-15-2238	/ /		34355	171.
			ELECTRIC AIRLESS SPRAYER KIT	401-16-2238	/ /		34355	171.
				401-23-2238	/ /		34355	171.
				401-27-2238	/ /		34355	171.
				401-36-2238	/ /		34355	171.
				401-36-2238	/ /		34355	171.
			4"X100' OFF-WHITE POLYPROPYLENE	401-16-2215	55101719	10/17/2019	34396	192.
			PAINTSTRIPE CONTINUOUS				34396	
			LINE STENCIL ROLL				34396	
			JUDICIAL COMPLEX HANDICAP				34396	
			PARKING AREA				34396	
			INVOICE#NMALB244716 ACCT#					
			NMALB2338					
ADMINISTRATIVE OFFICES	372.42	JUDICIAL COMPLEX MAINT	491.93	ESPERANZA MEDICAL CLIN	12.83			
MOUNTAINAIR HEALTH CLI	286.26	MOUNTAINAIR SENIOR CEN	286.26	ESTANCIA SENIOR CENTER	457.96			
MORIARTY SENIOR CENTER	114.56							
01 R 109334	FIRST VETERINARY SUPPLY	BOTTLES KETAJECT	401-82-2115	28101719	10/17/2019	34413	35.	
103.26		BOXES 22 X 3/4" NEEDLES	401-82-2223	/ /		34413	67.	
10/21/2019		INVOICE#YU2847 ACCT#GW384						
ANIMAL SERVICES	103.26							
01 R 109335	GUSTIN HARDWARE INC.	SUPPLIES FOR CLEAN UP REPAIR OF	412-53-2215	36101719	10/17/2019	34044	331.	
470.78		INVOICE#124 ACCT#124						
10/21/2019		PAPER TOWELS, SCREWS, BOLTS,	402-61-2250	56101719	10/17/2019	34466	139.	
		BATTERIES, SHOP SUPPLIES, PIPE,				34466		
		ELECTRICAL TAPE, AND PLUMBING				34466		
		ITEMS.				34466		
		INVOICE #9-2-19 STATEMENT DATE						
		ACCT#126						
COUNTY FAIR	331.63	COUNTY ROAD SHOP	139.15					
01 R 109336	HART'S TRUSTWORTHY HARDWARE	OPEN PO FOR ALL COUNTY BUILDING	401-15-2215	47101719	10/17/2019	34467	48.	
317.55		SITES FOR FY20	401-16-2215	/ /		34467	48.	
10/21/2019		INVOICE#B336167	401-23-2215	/ /		34467	48.	
		ACCT#33	401-27-2215	/ /		34467	48.	
			401-36-2215	/ /		34467	48.	
			401-37-2215	/ /		34467	48.	
		LUMBER, PLUMBING NEEDS, PAINT,		64101719		33993		
		ROLLERS/BRUSHES, CLEANING				33993		
		SUPPLIES, MISC ITEMS NEED FOR				33993		
		BUILDING MAINTENANCE/REPAIR				33993		
		INVOICE#B335191 ACCT#33	413-91-2248	/ /		33993	27.	
		AND SAFETY EQUIPMENT.				33993		
		JULY, AUGUST, AND SEPTEMBER				33993		
		OCT, NOV, AND DEC 2019				33993		
ADMINISTRATIVE OFFICES	48.26	JUDICIAL COMPLEX MAINT	48.26	MOUNTAINAIR HEALTH CLI	48.26			

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
MOUNTAINAIR SENIOR CEN	48.26	ESTANCIA SENIOR CENTER	48.27	MORIARTY SENIOR CENTER	48.27			
STATE FIRE ALLOTMENT	27.97							
01 R	109337	HOMESTEAD WATER CO.	MONTHLY BILLING SEPT 2019	405-91-2210	19101719	10/17/2019		48.
	48.43		DIST 5 VFD					
	10/21/2019							
STATE FIRE ALLOTMENT	48.43							
01 R	109338	HONSTEIN OIL CO.	INVOICE#ZZ2264	401-08-2202	48101719	10/17/2019		135.
	135.08		9/18/19 FUEL PZ-3					
	10/21/2019		9/30/19 FUEL PZ-3					
			9/17/19 FUEL PZ-1					
PLANNING & ZONING	135.08							
01 R	109339	INDEPENDENT DRUG TESTING	DRUG TEST/CONFIRMATIONS (SEPT)	420-73-2271	66101719	10/17/2019		80.
	80.91		TAX INVOICE#5011					
	10/21/2019							
COMMUNITY MONITORING	80.91							
01 R	109340	INDEPENDENT NEWS LLC	FULL PAGE AD	401-21-2221	59101719	10/17/2019	34441	1119.
	1119.74		INVOICE#83292					
	10/21/2019							
ELECTIONS	1119.74							
01 R	109341	IRON MOUNTAIN RECORDS MANAGEMENT	MONTHLY STORAGE FOR MICROFILM	612-20-2203	76101719	10/17/2019	34126	124.
	124.99		INVOICE#201976594 ACCT#44033.0NM					
	10/21/2019		389					
COUNTY CLERK	124.99							
01 O	109342	JOHNSON,WAYNE A.	TRAVEL TO RUIDOSO NM ASSESSOR'S	401-10-2205	20101719	10/17/2019		226.
	226.99		AFFILIATE CONFERENCE					
	10/21/2019							
COUNTY MANAGER	226.99							
01 R	109343	KXNM-FM 88.7	BROADCAST FOR COMMISSION MEETING	401-05-2243	17101719	10/17/2019		1250.
	1250.00		AND PSA'S OCT 1,2019-OCT 31,2019					
	10/21/2019		INVOICE#2391					
COUNTY COMMISSION	1250.00							
01 R	109344	LESPEARANCE, ISABEL	SECRETARY SERVICES SEPT 16 TO	412-53-2271	25101719	10/17/2019		450.
	450.00		OCT 15					
	10/21/2019							
COUNTY FAIR	450.00							
01 R	109345	LUKE ARNOLD	TREATMENT CONTRACT SEPT	605-02-2282	32101719	10/17/2019		300.
	300.00		2019					
	10/21/2019							
DWI LOCAL GRANT FY20	300.00							
01 R	109346	MHQ OF NEW MEXICO	TWO PASSENGER CARGO VAN.	641-09-2618	34101719	10/17/2019	34158	42852.
	42852.00		FORD TRANSIT T 150 ELZ 130 3.5L				34158	

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
10/21/2019			NM STATE PRICING AGREEMENT #70-000-16-00001 INVOICE#640207				34158 34158	
WIND PILT		42852.00						
01 R	109347	MORIARTY CONCRETE PRODUCTS	1/2 INCH CHIPS	402-63-2407	31101719	10/17/2019	34289	12950.
	13938.43		SB STATE PROJECT				34289	
10/21/2019			NM STATE PRICE AGREEMENT #70-805-17-15969 TAX	402-63-2407		/ /	34289	988.
SB PROJECT		13938.43						
01 R	109348	MOTOR MACHINE	PARTS AND REPAIRS FOR 2009 F150	402-60-2201	27101719	10/17/2019	34307	2203.
	2203.75		FORD-R2				34307	
10/21/2019			TIMING CHAIN, SPARK PLUG, 2 TIME RETARDS INVOICE#9-9-19 ACCT#TORRANCE ROAD DEPT				34307	
COUNTY ROAD DEPARTMENT		2203.75						
01 R	109349	MOUNTAINAIR, TOWN OF	MONTHLY CHARGES SEPT 2019/WATER	401-24-2210	12101719	10/17/2019		99.
	143.34		GAS/ACCT#1716	401-24-2209		/ /		43.
10/21/2019								
HEALTH DEPT BLDG MAINT		143.34						
01 R	109350	NEXTIVA INC	VOIP PHONES 5/23/19	413-91-2207	26101719	10/17/2019		22.
	22.78		INVOICE#21309036481 ACCT#2029540					
10/21/2019								
STATE FIRE ALLOTMENT		22.78						
01 R	109351	NM WASTE SERVICE INC	4 YD. CONTAINER MONTHLY SERVICE	406-91-2210	16101719	10/17/2019	33980	262.
	424.81		INVOICE#67580 ACCT#2859200					
10/21/2019			QUARTERLY RATE FOR RESIDENTIAL CONTAINER SERVICE AT DISTRICT 4 FIRE STATION - 10# TORREON HEIGHTS ROAD EAST	409-91-2215	51101719	10/17/2019	34225	99.
			INVOICE#67606 ACCT#2997301				34225	
			RESIDENTIAL CONTAINER BILLED INVOICE#68549 ACCT#2997300	408-91-2210	52101719	10/17/2019	33982	62.
STATE FIRE ALLOTMENT		424.81						
01 R	109352	OLIVER, KRISTIN	TRAVEL TO MESCALERO NM	401-10-2205	24101719	10/17/2019		152.
	152.23		HUMAN RESOURCES AFFILIATE RETURN					
10/21/2019								
COUNTY MANAGER		152.23						
01 R	109353	ORKIN INC.	STANDARD PC 753 SALT MISSIONS TR	911-80-2215	15101719	10/17/2019		150.
	150.84		INVOICE#189544128 ACCT#25640741					
10/21/2019								
911-DISPATCH CENTER		150.84						

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
01 R	109354	ORKIN INC.	PC STANDARD-MONTHLY-PC ADMIN	401-10-2271	42101719	10/17/2019		51.
	51.96		BLDG INVOICE#188453412					
	10/21/2019		ACCT#31462749					
COUNTY MANAGER		51.96						
01 R	109355	PARADISE RANCH	OTD RODEO BUCKLE REPRINT	412-53-2246	67101719	10/17/2019	34401	69.
	69.70		ACCT#79720					
	10/21/2019							
COUNTY FAIR		69.70						
01 R	109356	PLATEAU WIRELESS	BUSINESS BLAZE LARGE ENTERPRISE	401-65-2203	14101719	10/17/2019		1680.
	1680.87		CIRCUIT #999-999-0359					
	10/21/2019		ACCT#3061934					
OPERATIONS & MAINTENAN		1680.87						
01 R	109357	PRESBYTERIAN MEDICAL SERVICES	CLEANING EXPENSES OCTOBER 2019	631-57-2271	13101719	10/17/2019		833.
	833.33		INVOICE#7-OCT-19 ACCT#5006					
	10/21/2019							
SENIOR CITIZEN'S PROGR		833.33						
01 R	109358	PRUDENTIAL OVERALL SUPPLY	MATS,MOPS,UNIFORMS FOR COUNTY	401-15-2203	53101719	10/17/2019		691.
	1113.08		ADMINISTRATION					
	10/21/2019		MATS AND MOPS FOR JUDICIAL	401-16-2203		/ /		421.
			COMPLEX ACCT#6528480					
ADMINISTRATIVE OFFICES		691.80	JUDICIAL COMPLEX MAINT	421.28				
01 R	109359	QUINTANA, CESAR	TRAVEL TO MILPITAS CA INMATE	420-74-2205	23101719	10/17/2019		52.
	52.00		EXTRADITION RETURN 10/5/19					
	10/21/2019							
TRANSPORTATION OF PRIS		52.00						
01 R	109360	QWEST CORPORATION	MONTHLY CHARGES SEPT 2019	401-36-2207	4101719	10/17/2019		196.
	196.89		5053845010995B/PMS ESTANCIA					
	10/21/2019							
ESTANCIA SENIOR CENTER		196.89						
01 R	109361	QWEST CORPORATION	MONTHLY CHARGES SEPT 2019 DIST 2	406-91-2207	5101719	10/17/2019		203.
	203.39		VFD ACCT#5058324040899B					
	10/21/2019							
STATE FIRE ALLOTMENT		203.39						
01 R	109362	QWEST CORPORATION	MONTHLY CHARGES SEPT 2019	418-91-2207	6101719	10/17/2019		235.
	235.72		DIST 6 VFD ACCT#5053840048901B					
	10/21/2019							
STATE FIRE ALLOTMENT		235.72						
01 R	109363	QWEST CORPORATION	MONTHLY CHARGES SEPT 2019 ACCT#	408-91-2207	7101719	10/17/2019		154.
	154.91		5053845117227B					
	10/21/2019							
STATE FIRE ALLOTMENT		154.91						

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
01 R	109364	QWEST CORPORATION	MONTHLY CHARGES SEPT 2019	401-82-2207	8101719	10/17/2019		257.
	257.44		ACCT#5053845117227B					
	10/21/2019							
		ANIMAL SERVICES	257.44					
01 R	109365	QWEST CORPORATION	MONTHLY CHARGES SEPT 2019 ACCT#	405-91-2207	9101719	10/17/2019		234.
	234.60		5058324068906B					
	10/21/2019							
		STATE FIRE ALLOTMENT	234.60					
01 R	109366	QWEST CORPORATION	MONTHLY CHARGES SEPT 2019	401-37-2207	10101719	10/17/2019		131.
	131.17		ACCT#5058324425163B					
	10/21/2019							
		MORIARTY SENIOR CENTER	131.17					
01 R	109367	QWEST CORPORATION	MONTHLY CHARGES SEPT 2019	408-91-2207	11101719	10/17/2019		146.
	146.78		ACCT#5053842810154B/DIST 3 VFD					
	10/21/2019							
		STATE FIRE ALLOTMENT	146.78					
01 R	109368	RICH FORD SALES	09 FORD ESCAPE WINDOW REGULATOR	401-10-2201	69101719	10/17/2019	34297	336.
	336.25		INVOICE#2025779/1					
	10/21/2019							
		COUNTY MANAGER	336.25					
01 R	109369	ROMANS, STEPHANIE	REIMBURSEMENT FOR SHEPERDS AND	412-53-2251	21101719	10/17/2019		62.
	62.89		SHEEP					
	10/21/2019							
		COUNTY FAIR	62.89					
01 R	109370	SAM'S CLUB DIRECT	SAM'S CLUB CARD	401-82-2269	71101719	10/17/2019	34459	134.
	134.85		ANNUAL MEMBERSHIP RENEWAL				34459	
	10/21/2019		INVOICE#999999 ACCT#101 35100695					
			810408					
		ANIMAL SERVICES	134.85					
01 R	109371	SAMBA HOLDINGS, INC.	111-DRIVER MONITORS MVR SERVICE	401-10-2271	43101719	10/17/2019		286.
	286.64		FEE MVR STATE FEE INVOICE#					
	10/21/2019		INV00223274 ACCT#3632					
		COUNTY MANAGER	286.64					
01 R	109372	SAMBA HOLDINGS, INC.	DL MONITORING & BACKGROUND CHECK	413-91-2271	63101719	10/17/2019	34009	132.
	132.90		JULY 2019 - JUNE 2020				34009	
	10/21/2019		FY20 INVOICE#INV00224112				34009	
			ACCT#M00004795					
		STATE FIRE ALLOTMENT	132.90					
01 R	109373	SANDIA OFFICE SUPPLY	1/2 PALLET OF 8.5X11 COPY PAPER	401-10-2219	33101719	10/17/2019	34245	599.
	1481.39		1/2 PALLET OF 8.5X11 COPY PAPER	401-55-2219		/ /	34245	599.
	10/21/2019		INVOICE#788272-0 ACCT#TCNM					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
			MILLER'S CREEK REFLECTIVE EXIT SIGN,	600-06-2248	45101719	10/17/2019	34423	189.
			MILLER'S CREEK LUMINOUS FIRE EXTINGUISHER SIGN, RUBBERMAID	401-15-2220	/ /	/ /	34423	46.
			COMMERCIAL MULTILINGUAL CAUTION SIGN 6/CARTON	401-16-2220	/ /	/ /	34423	46.
			INVOICE#792461-0 ACCT#TCNM				34423	
COUNTY MANAGER	599.80	FINANCE DEPARTMENT	599.80	RISK MANAGEMENT				189.20
ADMINISTRATIVE OFFICES	46.29	JUDICIAL COMPLEX MAINT	46.30					
01 R	109374	SPECIALTY COMMUNICATIONS	KENWOOD NX-5700K MOBILE RADIO	641-09-2618	73101719	10/17/2019	34358	700.
	758.80		HI-GAIN ANTENNA KIT	641-09-2618	/ /	/ /	34358	58.
	10/21/2019		INSTALLATION KIT				34358	
WIND PILT	758.80							
01 R	109375	T & C AUTO REPAIR	OIL CHANGE AND BRAKE LIGHT REPAIR	631-57-2201	1101719	10/17/2019	34385	107.
	107.97		2008 CHEVROLET EQUINOX				34385	
	10/21/2019		INVOICE#1103				34385	
SENIOR CITIZEN'S PROGR	107.97							
01 R	109376	TJ ENTERPRISES AUTO SUPPLY	BELTS, OIL, OIL FILTERS, CAPS, NUTS, BOLTS, FLUID, WIPERS, TOWELS, AND SHOP SUPPLIES.	402-60-2201	60101719	10/17/2019	34465	337.
	826.21		ACCT#1187	402-60-2244	/ /	/ /	34465	488.
	10/21/2019						34465	
COUNTY ROAD DEPARTMENT	826.21							
01 R	109377	TLC PLUMBING & UTILITY	DIAGNOSE AND/OR REPAIR ROOF TOP UNIT AT JUDICIAL COMPLEX	401-16-2215	35101719	10/17/2019	34400	1831.
	2110.31		R-22 REFRIGERENT				34400	
	10/21/2019		INVOICE#SM52194501 ACCT#21945				34400	
			DIAGNOS AND OR REPAIR ROOF TOP UNIT AT ANIMAL SHELTER	401-82-2215	72101719	10/17/2019	34426	279.
			ICP UNIT PGF036K100A				34426	
			SERIAL L003590557				34426	
			INVOICE#SM52199201					
JUDICIAL COMPLEX MAINT	1831.18	ANIMAL SERVICES	279.13					
01 R	109378	TNT ESTANCIA	FIRST QUARTER PREVENTION FY2020	605-03-2271	74101719	10/17/2019	34103	650.
	650.00		DWI PROGRAM				34103	
	10/21/2019							
DWI DISTRIBUTION GRANT	650.00							
01 R	109379	TOP PROMOTIONAL PRODUCTS	WIND TURBINE @ \$2.80 EACH	641-09-2221	37101719	10/17/2019	34217	401.
	1342.72		SETUP @ \$55.00	609-30-2221	/ /	/ /	34217	401.
	10/21/2019		SHIPPING @ \$95.55				34217	
			OUTREACH ITEMS TO PROMOTE				34217	
			TORRANCE COUNTY AT THE GATHERING				34217	
			OF COUNTIES AT NM STATE FAIR				34217	
			INVOICE#2019-11217 ACCT#20132351					
			CAN COOLIE - WHITE	600-06-2248	38101719	10/17/2019	34035	460.
			ORDER SET UP CHARGE	600-06-2248	/ /	/ /	34035	45.
			SHIPPING AND HANDLING	600-06-2248	/ /	/ /	34035	34.
			INVOICE#2019-61096					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
ACCT#20132351								
WIND PILT	401.39	COUNTY TREASURER	401.39	RISK MANAGEMENT	539.94			
01 R 109380	63.50	UNIVERSAL BACKGROUND SCREENING	PRE-EMPLOYMENT BACKGROUND	401-10-2271	79101719	10/17/2019	34065	63.
	10/21/2019		INVOICE#201909013415					
COUNTY MANAGER 63.50								
01 R 109381	193.84	WESTERN TEL-COM INC.	FLAT RATE LABOR - FAX LINE	411-92-2271	49101719	10/17/2019	34151	180.
	10/21/2019		CABLING				34151	
			FAX LINE FROM TELCO ROOM TO				34151	
			OFFICE WHERE MFP IS LOCATED				34151	
			LABOR, MATERIALS AND TRAVELS				34151	
			TAX	411-92-2271		/ /	34151	13.
1/4% FIRE EXCISE TAX 193.84								
01 R 109382	2900.80	WS DARLEY & CO	ACCOUNTABILITY TAGS		58101719		34314	
	10/21/2019		RED WITH WHITE LETTERING				34314	
			3.5"X2.125" (10 YR GUARENTEE)				34314	
				407-91-2248		/ /	34314	80.
				406-91-2248		/ /	34314	184.
				408-91-2248		/ /	34314	168.
				409-91-2248		/ /	34314	176.
				405-91-2248		/ /	34314	320.
				418-91-2248		/ /	34314	80.
				413-91-2248		/ /	34314	48.
			FREIGHT/SHIPPING	407-91-2248		/ /	34314	4.
			FREIGHT/SHIPPING	406-91-2248		/ /	34314	4.
			FREIGHT/SHIPPING	408-91-2248		/ /	34314	4.
			FREIGHT/SHIPPING	409-91-2248		/ /	34314	4.
			FREIGHT/SHIPPING				34314	
			FREIGHT/SHIPPING	405-91-2248		/ /	34314	4.
			FREIGHT/SHIPPING	418-91-2248		/ /	34314	4.
			FREIGHT/SHIPPING	413-91-2248		/ /	34314	4.
			INVOICE#17374822 ACCT#40113510					
			1"X50' WHITE SPEC 187 TYPE 2	405-91-2248	61101719	10/17/2019	34248	851.
			FORESTRY FIRE HOSE NST COUPLINGS				34248	
			1 1/2"X50' WHITE SPEC 187 TYPE 2	405-91-2248		/ /	34248	863.
			FORESTRY FIRE HOSE NST COUPLINGS				34248	
			ESTIMATED SHIPPING	405-91-2248		/ /	34248	100.
			INVOICE#17372543 ACCT#40113510					
STATE FIRE ALLOTMENT 2900.80								
01 R 109383	674.99	4 RIVERS EQUIPMENT, LLC	CUTTING EDGES AND BOLTS FOR	402-60-2244	57101719	10/17/2019	34261	674.
	10/21/2019		JOHN DEERE LOADER				34261	
			INVOICE#732165 ACCT#37497					
COUNTY ROAD DEPARTMENT 674.99								
01 R 109386	66.61	AT & T MOBILITY LLC	MONTHLY CHARGES ISSUE DATE	407-91-2207	31102219	10/22/2019		66.
	10/22/2019		09/20/19 #5757993117 INVOICE#					
			287272915609X06282019 ACCT#					
			287272915609					
STATE FIRE ALLOTMENT 66.61								

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
01 R	109387	AUTOZONE INC.	BATTERIES, WIPER BLADES, WASHER FLUID, AND TCSO UNIT NEEDS.	401-50-2201	15102219	10/22/2019	34320	368.
	368.32		SEPTEMBER 2019				34320	
	10/22/2019		INVOICE#2248302923/2248303789				34320	
			ACCT#908815					

COUNTY SHERIFF 368.32

01 R	109388	BNY MELLON - AS TRUSTEE: SFCAD	SEPTEMBER INMATE HOUSING	420-70-2172	14102219	10/22/2019		190.
	190.00		INVOICE# TOR 9-2019					
	10/22/2019							

ADULT INMATE CARE 190.00

01 R	109389	BOUND TREE MEDICAL, LLC	BP CUFF/STETHOSCOPE COMBO KIT,	415-33-2346	8102219	10/22/2019	34118	465.
	1395.91		BLACK ACCT#204887				34118	
	10/22/2019		STIFF NECK EXTRICATION COLLAR,	415-33-2347	/	/	34118	465.
			PEDIATRIC				34118	
			BURN SHEET, 60INX90IN	415-33-2349	/	/	34118	465.
			ALUMINUM/FOAM EMERGENCY LIMB				34118	
			SPLINT, ORANGE/BLUE ROLL				34118	
			COMBAT APPLICATION TOURNIQUET,				34118	
			TACTICAL BLACK				34118	
			MULTIPURPOSE TRAUMA DRESSING,				34118	
			STERILE, 10INX30IN				34118	
			EMESIS BAGS,1000 CC, STANDARD				34118	
			PURITY V20 SAFETY GLASSES,CLEAR				34118	
			ANTIFOG LENS				34118	
			USP STERILE WATER,500 ML				34118	
			PRE-FILLED FLUSH SYRINGES				34118	
			W/0.9% SODIUM CHLORIDE				34118	
			50% DEXTROSE INJECTION SOLUTION,				34118	
			USP GRADE, 50ML				34118	
			STACKABLE SHARPS CONTAINER,				34118	
			SMALL, TRANSLUCENT RED/BLACK				34118	
			NITROSTAT, 0.4MG SUBLINGUAL				34118	
			TABLETS,25/BOTTLE				34118	
			EYEWASH BOTTLE, 1OZ, STERILE				34118	
			EMERGENCY MEDIC 3 PACK,NAVY				34118	

EMS ALLOTMENT 1395.91

01 R	109390	CATERPILLAR FINANCIAL SVCS CORP	OCTOBER 2019/CONTRACT#001-	621-96-2613	30102219	10/22/2019		1872.
	1872.09		0767488-000 INVOICE#20278343					
	10/22/2019		ACCT#24480					

CAPITAL OUTLAY GROSS R 1872.09

01 R	109391	CENTRAL NM ELECTRIC COOP.	ELECTRIC BILL SEPT 2019 AND	911-80-2208	3102219	10/22/2019		2421.
	2421.87		OCT BILL 2019 ACCT#8880581500					
	10/22/2019							

911-DISPATCH CENTER 2421.87

01 R	109392	CENTRAL NM ELECTRIC COOP.	DIST 3 VFD/19615100/MONTHLY	409-91-2208	32102219	10/22/2019		263.
	10283.58		ELECTRIC BILL DATE 10/12/2019					
	10/22/2019		MTAIR SENIOR CENTER/205707901	401-27-2208	/	/		321.
			MORIARTY SENIOR CENTER/401421201	401-37-2208	/	/		408.
			ESTANCIA SR CENTER/8880109702	401-36-2208	/	/		445.
			DIST 2 VFD/21036000	406-91-2208	/	/		79.

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
			DIST 1 VFD/8880625100	407-91-2208	/ /			60.
			DIST 3 VFD/8880074400	408-91-2208	/ /			23.
			DIST 5 VFD/19103200	405-91-2208	/ /			102.
			DIST 5 VFD/19103300	405-91-2208	/ /			28.
			DIST 1 VFD/8880105100	407-91-2208	/ /			30.
			DISPATCH/19705500	911-80-2208	/ /			52.
			JUDICIAL/8880179001	401-16-2208	/ /			3517.
			COURTHOUSE/404273000	401-15-2208	/ /			3100.
			COURTHOUSE/404273700	401-15-2208	/ /			6.
			DIST 6 VFD/207079301	418-91-2208	/ /			55.
			DIST 2 VFD/19770500	406-91-2208	/ /			85.
			HEALTH DEPT/404492801	401-24-2208	/ /			316.
			DIST 3 VFD/8880488700	408-91-2208	/ /			155.
			CLERK/VOTING MACHINE/8880529300	401-21-2308	/ /			46.
			DIST 5 VFD/888411701	405-91-2208	/ /			286.
			DIST 4 VFD/8880282700	409-91-2208	/ /			50.
			DISPATCH/8880281300	911-80-2208	/ /			174.
			FIRE ADMIN/8880270701	413-91-2208	/ /			200.
			DIST 2 VFD/8880099100	406-91-2208	/ /			81.
			ANIMAL SERVICES/8880084401	401-82-2208	/ /			335.
			DIST 4 VFD/20554000	409-91-2208	/ /			53.
=====								
STATE FIRE ALLOTMENT	1558.82	MOUNTAINAIR SENIOR CEN	321.32	MORIARTY SENIOR CENTER	408.92			
ESTANCIA SENIOR CENTER	445.34	911-DISPATCH CENTER	226.95	JUDICIAL COMPLEX MAINT	3517.26			
ADMINISTRATIVE OFFICES	3107.17	HEALTH DEPT BLDG MAINT	316.26	ELECTIONS	46.42			
ANIMAL SERVICES	335.12							
=====								
01 R	109393	CERVANTES, EUNICE	TRAVEL TO DEL VALLE TX INMATE	420-74-2205	2102219	10/22/2019		29.
	29.00		EXTRADITION RETURN					
	10/22/2019							
TRANSPORTATION OF PRIS 29.00								
=====								
01 R	109394	CODE 3 SERVICE LLC	LAA0170 - 10.8V / 2200 MAH /	405-91-2248	7102219	10/22/2019	34406	270.
	270.00		LI-ION BATTERY PACK FOR BK EPH,				34406	
	10/22/2019		GPH, AND DPH PORTABLE RADIOS				34406	
			INVOICE#190818					
STATE FIRE ALLOTMENT 270.00								
=====								
01 O	109395	CORECIVIC INC.	SEPT HOUSING	420-70-2172	18102219	10/22/2019		78409.
	78409.77		GUARD HOURS-MEDICAL TRANSPORTS					
	10/22/2019		MILEAGE-MEDICAL TRANSPORTS					
			INVOICE#TCDF 092019 ACCT#					
			CORECIVIC/TORRANCE					
ADULT INMATE CARE 78409.77								
=====								
01 R	109396	DESIGN SILK SCREEN PRINTERS	RESCUE FD12, RESCUE 2, RESCUE 3,		5102219		34432	
	552.00		RESCUE 5				34432	
	10/22/2019		7 3/8" X 16" PLACARDS TO INCLUDE	411-92-2248	/ /		34432	552.
			INSTALLATION				34432	
			INVOICE#34948 ACCT#1214					
1/4% FIRE EXCISE TAX 552.00								
=====								
01 R	109397	DT AUTOMOTIVE	OIL CHANGES, TIRE REPAIRS, MOUNT	401-50-2201	12102219	10/22/2019	34319	816.
	1221.00		& BALANCE, BRAKES, AND	420-74-2201	/ /		34319	405.
	10/22/2019		PREVENTATIVE MAINTENANCE FOR				34319	
			TCSO VEHICLES.INVOICE#TCSO 34319				34319	

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
SEPTEMBER 2019							34319	
COUNTY SHERIFF	816.00	TRANSPORTATION OF PRIS	405.00					
01 R 109398	10/22/2019	DUCHARME, ARTHUR	PLANNING AND ZONING BOARD MEETING 10/02/2019	401-08-2205	20102219	10/22/2019		61.
	61.00							
PLANNING & ZONING	61.00							
01 R 109399	10/22/2019	EAST MOUNTAIN AUTO GLASS	INSTALLATION OF WINDOW ON BLADES G2, G3, G5, & G9 PARTIAL WINDOW INSTALLATION INVOICE#23318	402-60-2244	19102219	10/22/2019	34464 34464	375.
	375.00							
COUNTY ROAD DEPARTMENT	375.00							
01 R 109400	10/22/2019	EVSWA	30-SEPT-2019 TORRANCE COUNTY TIPPING FEES INVOICE#2570 ACCT#7.2097E+11 ID #720970000547	419-05-2292	28102219	10/22/2019		12305.
	12305.44							
COUNTY COMMISSION	12305.44							
01 R 109401	10/22/2019	FROST, JIM	PLANNING AND ZONING BOARD MEETING 10/02/19	401-08-2205	23102219	10/22/2019		61.
	61.00							
PLANNING & ZONING	61.00							
01 R 109402	10/22/2019	HONSTEIN OIL CO.	VEHICLE FUEL ANIMAL SERVICES INVOICE#ZZ2264 ACCT#2445/TCANISHEL	401-82-2202	11102219	10/22/2019		157.
	157.05							
ANIMAL SERVICES	157.05							
01 O 109403	10/22/2019	LANGELL, GAIL	PLANNING AND ZONING BOARD MEETING 10/02/2019	401-08-2205	21102219	10/22/2019		61.
	61.00							
PLANNING & ZONING	61.00							
01 R 109404	10/22/2019	LEAF	HP DESIGNJET T3500PS COPIER SYSTEM INVOICE DATE:10/11/2019	610-40-2203	27102219	10/22/2019		18.
	18.73							
COUNTY ASSESSOR	18.73							
01 O 109405	10/22/2019	LYNCH, CATHERINE	PLANNING AND ZONING BOARD MEETING 10/03/2019	401-08-2205	22102219	10/22/2019		61.
	61.00							
PLANNING & ZONING	61.00							
01 R 109406	10/22/2019	MARLIN BUSINESS BANK	SCANPRO SCANNING SYSTEM INVOICE DATE 10/10/19 INVOICE#17421604 ACCT#1489142	612-20-2203	26102219	10/22/2019		266.
	266.36							
COUNTY CLERK	266.36							
01 R 109407		MAS MODERN MARKETING INC	RED RIBBON WEEK LOLLIPOPS	804-89-2257	9102219	10/22/2019	34363	400.

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
428.48	10/22/2019		SHIPPING & HANDLING INVOICE#MMI135138	804-89-2257	/ /		34363	28.
DRUG EDUCATION		428.48						
01 R 109408	10/22/2019	MORIARTY FOODS	DE MINIMUM FOOD ITEMS FOR PUNKIN' CHUNKIN' BALL ACCT#925	804-89-2257	10102219	10/22/2019	34469 34469	31.
DRUG EDUCATION		31.63						
01 R 109409	10/22/2019	NEXTIVA INC	ASSESSOR VOIP PHONES CLERK PHONE 10-17-19-11-16-19 MANAGER PHONE INVOICE# 24418633828 ACCT#2029540 FINANCE PHONE MAINTENANCE PHONES COMMISSION PHONE PZ PHONE CODE ENFORCEMENT IT SERVER ROOM ROAD PHONE PROBATE PHONE ASSESSOR/RURAL ADDRESSING PHONE SHERIFF PHONE COMMUNITY MONITOR PHONE TREASURER PHONE FIRE PHONE EXTENSION PHONE CIVIL DEFENSE PHONE	610-40-2207 401-20-2207 401-10-2207 401-55-2207 401-15-2207 401-05-2207 401-08-2207 685-08-2207 401-65-2207 402-60-2207 401-90-2207 675-07-2207 401-50-2207 420-73-2207 401-30-2207 413-91-2207 401-05-2207 604-83-2207	4102219	10/22/2019		345. 201. 201. 115. 57. 87. 57. 28. 28. 57. 28. 28. 320. 28. 230. 115. 143. 28.
COUNTY ASSESSOR	345.00	COUNTY CLERK	201.25	COUNTY MANAGER	201.25			
FINANCE DEPARTMENT	115.00	ADMINISTRATIVE OFFICES	57.50	COUNTY COMMISSION	231.08			
PLANNING & ZONING	86.25	OPERATIONS & MAINTENAN	28.75	COUNTY ROAD DEPARTMENT	57.50			
PROBATE JUDGE	28.75	RURAL ADDRESSING	28.75	COUNTY SHERIFF	320.21			
COMMUNITY MONITORING	28.75	COUNTY TREASURER	230.00	STATE FIRE ALLOTMENT	115.03			
COMMUNICATIONS/EMS TAX	28.75							
01 R 109410	10/22/2019	NM APPARATUS LLC	ENGINE 3-3 HOUR TO PERFORM PM TO INCLUDE OIL/FUEL FILTER, OIL. HOUR TO CLEAN AND REINSTALL AIR FILTER. HOUR TO PERFORM DOT INSPECTION W ITH RESULTS TO BE SUBMITTED ALON G WITH INVOICE PARTS TAX INVOICE#1455	408-91-2201 408-91-2201 408-91-2201 408-91-2201 408-91-2201 408-91-2201	6102219		34173 34173 34173 34173 34173 34173 34173 34173 34173	135. 135. 135. 135. 27.
STATE FIRE ALLOTMENT		776.00						
01 R 109411	10/22/2019	QWEST CORPORATION	MONTHLY CHARGES SEPT 2019 ACCT#5058320012749M	420-70-2207	29102219	10/22/2019		273.
ADULT INMATE CARE		273.59						
01 R 109412		STAPLES BUSINESS ADVANTAGE	COPY PAPER, MESSAGE PADS, DVD, INVOICE#3425926288 ACCT#70109685	401-50-2219	16102219	10/22/2019	34366	118.

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
10/22/2019								
COUNTY SHERIFF		118.76	=====					
01 R	109413	SUPERIOR AMBULANCE	MEDICAL/LEWIS	420-70-2173	17102219	10/22/2019		1437.
	1437.39		INVOICE#T19-09-2447A					
10/22/2019								
ADULT INMATE CARE		1437.39	=====					
01 R	109414	TAJIQUE LAND GRANT	OCTOBER 2019 LEASE TAJIQUE	401-05-2204	25102219	10/22/2019		200.
	200.00		TRTRANSFER STATION INVOICE#2019-					
	10/22/2019		10					
COUNTY COMMISSION		200.00	=====					
01 R	109415	TILLERY CHEVROLET GMC INC	WORK ON 2008 SILVERADO	402-60-2201	33102219	10/22/2019	34370	148.
	148.22		2500				34370	
	10/22/2019		ACCT#1031					
COUNTY ROAD DEPARTMENT		148.22	=====					
01 R	109416	TRAVIS, BRETT	TRAVEL TO ALBUQUERQUE NM	413-91-2205	1102219	10/22/2019		125.
	125.00		ISLETA RESORT 2019 SYSTEMS OF					
	10/22/2019		CARE CONFERENCE/RETURN					
STATE FIRE ALLOTMENT		125.00	=====					
01 R	109417	WEST PUBLISHING CORPORATION	MONTHLY DATABASE CHARGES TOTAL	401-56-2269	24102219	10/22/2019		181.
	181.50		WEST PROFLEX OCT 2019 INVOICE#					
	10/22/2019		841055744 ACCT#1000641642					
ATTORNEY		181.50	=====					
01 R	109418	WESTSIDE ORAL SURGERY	PANORAMIC XRAY	420-70-2173	13102219	10/22/2019		116.
	198.00		LIM ORAL EVAL-PROB FOCUS	420-70-2173		/ /		82.
	10/22/2019		INMATE MEDICAL-JIMENEZ INVOICE#					
			18180					
ADULT INMATE CARE		198.00	=====					
01 R	109419	U.S. POSTMASTER	POSTAGE FOR 2019 TAX NOTICES	401-10-2206	43102419	10/24/2019	34513	7817.
	7817.93							
	10/24/2019							
COUNTY MANAGER		7817.93	=====					
01 R	109420	A-1 QUALITY REDI-MIX INC	TONNAGE OF COLD MIX HMCL	402-63-2407	41102419	10/24/2019	34339	21000.
	22561.88		NMGRT	402-63-2407		/ /	34339	1561.
	10/28/2019		SB STATE PROJECT				34339	
			INVOICE#DATE 10-11-19					
SB PROJECT		22561.88	=====					
01 R	109421	AIRGAS USA LLC	CYLINDER RENT MED/XS OXYGEN	408-91-2230	20102419	10/24/2019		157.
	302.44		HAZMANT FEE SALES TAX INVOICE#					
	10/28/2019		9965378213 ACCT#2296717					
			RENT-CYLINDER MEDIUM/LARGE	405-91-2230	21102419	10/24/2019		144.
			OXYGEN RENT-CYLINDER MEDIUM/XS					
			OXYGEN HAZMAT FEE SALES TAX					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
INVOICE#9965344489 ACCT#2287851								
STATE FIRE ALLOTMENT		302.44						
01 O	109422	BOOT BARN INC	WORK FIELD SAFETY BOOTS	401-65-2248	10102419	10/23/2019	34229	139.
	139.99		STETSON LUJAN				34229	
	10/28/2019		ACCT#970863					
OPERATIONS & MAINTENAN		139.99						
01 R	109423	BOUND TREE MEDICAL, LLC	ONDANESTRON VIAL, 4MG, 2ML, BOX	411-92-2230	9102419	10/23/2019	34442	13.
	2381.92		NITROSTAT, 0.4 SUBLINGUAL TABLET	411-92-2230		/ /	34442	104.
	10/28/2019		S, 25/BOTTLE				34442	
			PRESET PRESSURE OXYGEN REGULATOR	411-92-2230		/ /	34442	107.
			3000 PSI.				34442	
			OXYGEN REGULATOR, 0 TO 25 LPM	411-92-2230		/ /	34442	73.
			ALUMINUM OXYGEN COMPACT FLOWMAST	411-92-2230		/ /	34442	82.
			ER, 0 TO 15 LPM				34442	
			EXTRICATION COLLAR CARRY CASE	411-92-2230		/ /	34442	60.
			CORRUGATED CARDBOARD CENTER FOAM	411-92-2230		/ /	34442	67.
			FOLDING SPLINTS, 20/PC				34442	
			EXTRICATION CEVICE WITH CASE	411-92-2230		/ /	34442	129.
			AC FIXED VOLT CHARGER, 120V	411-92-2230		/ /	34442	71.
			S-SCORT III SUCTION UNIT WITH	411-92-2230		/ /	34442	520.
			VINYL CARRY CASE, RED				34442	
			STAIR CHAIR, 36"X21"X28"	411-92-2230		/ /	34442	381.
			STRETCHER BASKET W/O LEG DIVIDER	411-92-2230		/ /	34442	371.
			, PLASITISOL COATING				34442	
			STRETCHER BRIDLE SLING, 4LB	411-92-2230		/ /	34442	148.
			JAMISHADI INTRASSEOUS NEEDLE,	411-92-2230		/ /	34442	33.
			18GA X 1.5"				34442	
			ALBUTEROL, 2.5 MG, 0.83 MG/MI,	411-92-2230		/ /	34442	69.
			3ML UNIT DOSE, 30/BOX				34442	
			ACETAMINOPHEN 325/MG / 10.15ML	411-92-2230		/ /	34442	6.
			SOLUTION				34442	
			NITROSTAT, 0.4 SUBLINGUAL TABLET	411-92-2230		/ /	34442	139.
			S, 25/BOTTLE PER BOX				34442	
			INVOICE#83373785/83378661					
			ACCT#204887					
1/4% FIRE EXCISE TAX		2381.92						
01 R	109424	CANON'S VACUUM TRUCK SERVICE	REAR SEPTIC AT DISTRICT 2	406-91-2271	8102419	10/23/2019	34298	303.
	303.14		SUBSTATION				34298	
	10/28/2019		28 BRYANT ROAD EDGEWOOD, NM				34298	
			INVOICE#756					
STATE FIRE ALLOTMENT		303.14						
01 R	109425	CODE 3 SERVICE LLC	BP232HICOM 2300 MAH LI-ION	401-82-2222	11102419	10/23/2019	34372	146.
	146.25		BATTERY PACK				34372	
	10/28/2019		(35% DISCOUNT INCLUDED)				34372	
			INVOICE#190815					
ANIMAL SERVICES		146.25						
01 R	109426	COMPUTER CORNER INC	ADOBE ACROBAT PROFESSIONAL 2017	675-07-2228	13102419	10/23/2019	34232	395.
	1927.07		LICENSE				34232	
	10/28/2019		INVOICE#176001					
			HP PROBOOK 640 G4 NOTEBOOK	829-78-2248	40102419	10/24/2019	34260	1019.

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
			LOGITECH BLUE TOOTH MOUSE	829-78-2248	/ /		34260	35.
			TOP LOAD NOTEBOOK CARRY CASE	829-78-2248	/ /		34260	28.
			HP OFFICE JET MOBILE	829-78-2248	/ /		34260	379.
			MULTIFUNCTION PRINTER				34260	
			PRINTER CARRY CASE	829-78-2248	/ /		34260	62.
			6FT USB CABLE	829-78-2248	/ /		34260	5.
			INVOICE#176220					
RURAL ADDRESSING		395.79	DOH CITIES READINESS I 1531.28					
01 R	109427	COOPERATIVE EDUCATIONAL SERVICES	SWAMP COOLER REPAIR AND	412-53-2215	33102419	10/24/2019	33955	768.
	768.42		MAINTENANCE TORRANCE COUNTY				33955	
	10/28/2019		FAIRGROUNDS EXHIBIT HALL				33955	
			CES CONTRACT #18-07B-R201				33955	
			INVOICE#24-091748					
COUNTY FAIR		768.42						
01 R	109428	DE LAGE LANDEN FINANCIAL SERVICE	0/15/2019-11/14/2019	413-91-2271	19102419	10/24/2019		288.
	288.19		INVOICE#65562727 ACCT#1304774					
	10/28/2019							
STATE FIRE ALLOTMENT		288.19						
01 R	109429	DESIGN SILK SCREEN PRINTERS	DECALS ON NEW FORD FOR	401-82-2221	3102419		34321	855.
	855.00		ANIMAL SERVICES		/ /		34321	
	10/28/2019		TO INCLUDE "ANIMAL CONTROL"				34321	
			ON NOSE OF VEHICLES.				34321	
			DETAILING FOR 2015 DODGE RAM				34321	
			TRUCK 1C6RR7XT0FS538286				34321	
			INVOICE #34946 ACCT#1214					
ANIMAL SERVICES		855.00						
01 R	109430	DT AUTOMOTIVE	DODGE RAM DEACTIVATION SOLENOID	401-50-2201	31101019	10/10/2019	34299	200.
	200.00		REPLACEMENT				34299	
	10/28/2019		INVOICE#TCSO 34299 G89767					
COUNTY SHERIFF		200.00						
01 R	109431	FOREMOST PROMOTIONS	DRUG FREE PENCILS	401-50-2224	12102419	10/23/2019	34378	475.
	1200.00		GLOW IN THE DARK TCSO PENCILS	401-50-2224	/ /		34378	725.
	10/28/2019		ESTIMATED SHIPPING				34378	
			INVOICE#487141 ACCT#176767					
COUNTY SHERIFF		1200.00						
01 O	109432	GARCIA, CRYSTAL	TRAVEL TO RUIDOSO NM ASSESSORS	610-40-2205	26102419	10/24/2019		34.
	34.00		AFFILIATE CONFERENCE AND					
	10/28/2019		PREPERATION OF CONFERENCE/ RETURN					
COUNTY ASSESSOR		34.00						
01 R	109433	HONSTEIN OIL CO.	FUEL/ROAD ACCT#TCROAD	402-60-2202	17102419	10/24/2019		16708.
	16708.58							
	10/28/2019							
COUNTY ROAD DEPARTMENT		16708.58						

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
01 R	109434	HONSTEIN OIL CO.	PZ/FUEL INVOICE#ZZ2265	401-08-2202	18102419	10/24/2019		159.
	159.08		10/07/2019-10/15/2019-PZ-3					
	10/28/2019		10/03/2019-10/15/2019-PZ1					
PLANNING & ZONING		159.08						
01 R	109435	HONSTEIN OIL CO.	INVOICE#ZZ2263 ACCT#3873	401-08-2202	31102419	10/24/2019		130.
	130.61		9/5/19-9/12/19-PZ-3					
	10/28/2019		9/3/19-PZ-1					
PLANNING & ZONING		130.61						
01 O	109436	HORIZONS OF NEW MEXICO	PLANT BASED DOCUMENT DESTRUCTION	612-20-2203	1102419	10/23/2019	34032	13.
	13.87		INVOICE#SINV020613					
	10/28/2019							
COUNTY CLERK		13.87						
01 O	109437	HUBBARD, ROY CHANCE	TRAVEL TO RUIDOSO NM ASSESSORS	610-40-2205	28102419	10/24/2019		34.
	34.00		AFFILLIATE CONFERENCE AND					
	10/28/2019		PREPARATION OF CONFERENCE/ RETURN					
COUNTY ASSESSOR		34.00						
01 O	109438	HUMPHREY, CHRISTIE	TRAVEL TO RUIDOSO NM ASSESSORS	610-40-2205	25102419	10/24/2019		53.
	53.40		AFFILIATE CONFERENCE AND					
	10/28/2019		PREPARATION OF CONFERENCE/ RETURN					
COUNTY ASSESSOR		53.40						
01 R	109439	INTELICHoice INC	2ND YEAR FORWARD ANNUAL LICENSE	911-80-2241	15102419	10/24/2019		30140.
	30140.48		COMPUTER AIDED DISPATCH INVOICE#					
	10/28/2019		1229590					
911-DISPATCH CENTER		30140.48						
01 R	109440	LUCERO, JESUS	TRAVEL TO RUIDOSO NM ASSESSORS	610-40-2205	27102419	10/24/2019		53.
	53.40		AFFILLIATE CONFERENCE AND					
	10/28/2019		PREPERATION OF CONFERENCE/ RETURN					
COUNTY ASSESSOR		53.40						
01 R	109441	MASTER, TRACEY	TRAVEL TO SANTA FE NM COMPLIANCE	605-03-2205	37102419	10/24/2019		161.
	181.46		TRACKING UPDATES AND DWI GRANT					
	10/28/2019		COUNCIL MEETING					
			DOLLAR TREE REIMBURSEMENT	605-13-2219	38102419	10/24/2019		19.
			18 CANS OF SILLY STRING FOR THE					
			FIRST EVER PUNKIN CHUNKIN BALL, HELD ON SATURDAY OCTOBER 19,2019					
DWI DISTRIBUTION GRANT		161.99	DWI DISTRIBUTION GRANT		19.47			
01 R	109442	MORIARTY CONCRETE PRODUCTS	1/2 INCH CHIPS	402-63-2407	36102419	10/24/2019	34337	5550.
	5881.46		NMGRT	402-63-2407		/ /	34337	331.
	10/28/2019		SB STATE PROJECT - PUNTA DE AGUA				34337	
			NM STATE PRICING AGREEMENT				34337	
			#70-805-17-15969				34337	

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
INVOICE#42254 ACCT#100227								
SB PROJECT		5881.46						
01 R	109443	MORTARTY CONCRETE PRODUCTS	1/2 INCH CHIPS	402-63-2407	43102419	10/24/2019	34335	9960.
	10284.93		NMGRT	402-63-2407		/ /	34335	324.
	10/28/2019		SB STATE PROJECT - QUARAI RUINS				34335	
			NM STATE PRICE AGREEMENT				34335	
			#70-805-17-15969				34335	
INVOICE#42214 ACCT#100227								
SB PROJECT		10284.93						
01 R	109444	MOTORSPORT ADVENTURES, LLC	REPAIR AND SERVICE FOR 350	411-92-2201	22102419	10/24/2019	34460	327.
	327.52		ARTIC CAT				34460	
	10/28/2019		INVOICE#3696 ACCT#1052					
1/4% FIRE EXCISE TAX		327.52						
01 R	109445	MOUNTAIN CREST ENTERTAINMENT	DISC JOCKEY SERVICES	605-03-2271	30102419	10/24/2019	34470	400.
	400.00		PUNKIN' CHUNKIN' BALL				34470	
	10/28/2019		10/19/19				34470	
			INVOICE#1					
DWI DISTRIBUTION GRANT		400.00						
01 R	109446	NM MUNICIPAL LEAGUE	21ST ANNUAL NEW MEXICO FIRE	413-91-2266	23102419	10/24/2019	34313	200.
	200.00		SERVICE				34313	
	10/28/2019		CONFERENCE REGISTRATION				34313	
			L. GARY				34313	
			SEPTEMBER 26-30, 2019				34313	
INVOICE#14929 ACCT#25654								
STATE FIRE ALLOTMENT		200.00						
01 O	109447	POSITIVE PROMOTIONS	TAPE MEASURE: TOUGH GUYS	600-06-2248	34102419	10/24/2019	34368	59.
	531.04		TRVLR BAG-PI-BE YOU	600-06-2248		/ /	34368	69.
	10/28/2019		DRAWSTRING (CAMO) TOUGH	600-06-2248		/ /	34368	59.
			ANKLE SOCKS WARRIORS WEAR	600-06-2248		/ /	34368	14.
			ANKLE SOCK - NEVER UNDERESTIMATE	600-06-2248		/ /	34368	14.
			NON-SKD SLPR SOCKS: PK RI	600-06-2248		/ /	34368	14.
			EMB SOFT KNT BEANIE	600-06-2248		/ /	34368	94.
			CAMPFIRE MUG: LIVE LOVE	600-06-2248		/ /	34368	42.
			SOLARA BOT (BLU)-TOUGH GUY	600-06-2248		/ /	34368	29.
			WATER BOTTLE ASSORTMENT PACK	600-06-2248		/ /	34368	39.
			MINI TIRE GUAGE: BL: TOUGH	600-06-2248		/ /	34368	38.
			SHIPPING AND HANDLING	600-06-2248		/ /	34368	50.
INVOICE#06388475 ACCT#00317450-06								
RISK MANAGEMENT		531.04						
01 O	109448	SANDY, KASSANDRA	TRAVEL TO RUIDOSO NM ASSESSORS	610-40-2205	2102419	10/23/2019		53.
	53.40		AFFILIATE CONFERENCE AND					
	10/28/2019		PREPARATION OF CONFERENCE/RETURN					
COUNTY ASSESSOR		53.40						
01 R	109449	SCHUMAN, DAVID S.	REPAIR AND TOUCHUPS TO COUNTY	401-10-2272	7102419	10/23/2019		431.
	431.20		MURAL TAX					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
10/28/2019								
COUNTY MANAGER		431.20						
01 R	109450	SEDILLO, VICTORIA	TRAVEL TO RUIDOSO NM ASSESSORS	610-40-2205	24102419	10/24/2019		70.
	70.40		AFFILIATE CONFERENCE AND					
10/28/2019								
COUNTY ASSESSOR		70.40						
01 R	109451	SHENANDOAH WEST	500 BUSINESS CARDS	401-65-2221	39102419	10/24/2019	34266	178.
	178.85		GROUND SHIPPING					
10/28/2019								
OPERATIONS & MAINTENAN		178.85						
01 R	109452	STAPLES BUSINESS ADVANTAGE	MANILLA FOLDERS	401-21-2219	16102419	10/24/2019	34420	26.
	247.85		COLOR FOLDERS					
10/28/2019								
			STORAGE TOTE'S					
			AVERY ADDRESS LABELS					
			AVERY 5160 LABELS					
			OIC MOISTENER					
			SPARCO ENVELOPE					
			YELLOW LETTER PAPER					
			YELLOW LEGAL PAPER					
			MAXWELL CD					
			CD SLEEVES					
			PRONG FASTENERS					
			PRONG COMPRESSORS					
			PRONG 2' FASTENERS					
			ACCT#394849					
ELECTIONS		247.85						
01 R	109453	STAPLES BUSINESS ADVANTAGE	FIRST AID KITS	402-60-2219	42102419	10/24/2019	34395	100.
	100.64		INVOICE#3422743555/3422743554					
10/28/2019								
COUNTY ROAD DEPARTMENT		100.64						
01 R	109454	TILLERY CHEVROLET GMC INC	OIL & FILTER CHANGE	631-57-2201	5102419	10/23/2019	34415	49.
	1173.42		65S BATTERY					
10/28/2019								
			LABOR FOR BATTERY INSTALL					
			4 HANCOCK TIRES MOUNT/BALANCE					
			SHOP SUPPLY					
			LABOR TAX					
			PARTS TAX					
			INVOICE#6058111/1 & 2					
SENIOR CITIZEN'S PROGR		1173.42						
01 R	109455	TLC PLUMBING & UTILITY	DIAGNOSE AND REPAIR AIR	401-24-2215	14102419	10/23/2019	34367	886.
	886.41		CONDITIONER RHEEM RAKA-060JAS AT					
10/28/2019								
			TCPO DEPT OF HEALTH OFFICES					
			INVOICE#SM52167501 ACCT#21675					
HEALTH DEPT BLDG MAINT		886.41						
01 R	109456	TWO GUNZ CUSTOMZ & HYDROGRAPHICS	RESCUE 2		35102419		34240	

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am	
1724.36			LABOR - INSPECT AND REPAIR ITEMS	406-91-2201	/ /		34240	800.	
10/28/2019			AIR FILTER HOUSING	406-91-2201	/ /		34240	594.	
			AMBER CAB LIGHTS	406-91-2201	/ /		34240	50.	
			MANIFOLD GASKET	406-91-2201	/ /		34240	30.	
			STABILIZER BAR	406-91-2201	/ /		34240	200.	
			MISCELLANEOUS SUPPLIES	406-91-2201	/ /		34240	50.	
			INVOICE#1603						
STATE FIRE ALLOTMENT		1724.36							
01 R	109457	U.S. POSTMASTER	PO BOX ANNUAL FEE	911-80-2269	6102419	10/23/2019	34510	120.	
		120.00							
	10/28/2019								
911-DISPATCH CENTER		120.00							
01 O	109458	VALLEY TRACTOR LLC	DOOR LATCH AND MOWER BLADE	402-60-2244	32102419	10/24/2019	34303	317.	
		317.48	TC40 DA NEW HOLLAND				34303		
	10/28/2019	INVOICE#CT111818 ACCT#TORRCO							
COUNTY ROAD DEPARTMENT		317.48							
01 O	109486	CATERPILLAR FINANCIAL SVCS CORP	CONTRACT #001-0767488-000	621-96-2613	4102919	10/29/2019		1872.	
		1872.09	DUE DATE NOV 23/19 FEES INVOICE#						
	10/29/2019	20359396 ACCT#24480							
CAPITAL OUTLAY GROSS R		1872.09							
01 R	109487	CATERPILLAR FINANCIAL SVCS CORP	PINVOICE #20332106 ACCT#24480	621-96-2613	5102919	10/29/2019		882.	
		882.76	CONTRACT #001-0768810-000						
	10/29/2019	DUE DATE NOV 30/19							
CAPITAL OUTLAY GROSS R		882.76							
01 R	109488	DE LAGE LANDEN FINANCIAL SERVICE	PAYMENT INVOICE #65559701	401-50-2218	3102919	10/29/2019		487.	
		512.17	ACCT#1304771	401-50-2218		/ /		24.	
	10/29/2019								
COUNTY SHERIFF		512.17							
01 R	109489	DIRECTV, LLC.	BUSINESS PACK OCT 2019 INVOICE#	411-92-2271	7102919	10/29/2019		64.	
		64.34	36830240748 ACCT#069212456						
	10/29/2019								
1/4% FIRE EXCISE TAX		64.34							
01 R	109490	NTS COMMUNICATIONS	DISPATCH USAGE CHARGES ACCT#	911-80-2207	9102919	10/29/2019		60.	
		60.46	85841014481						
	10/29/2019								
911-DISPATCH CENTER		60.46							
01 O	109491	ORKIN INC.	MONTHLY STANDARD PC OCTOBER 2019	401-16-2203	1102919	10/29/2019		118.	
		118.66	INVOICE#189544994 ACCT#31550882						
	10/29/2019								
JUDICIAL COMPLEX MAINT		118.66							
01 R	109492	PACIFIC OFFICE AUTOMATION, INC.	MANAGER INVOICE #34207831	401-10-2203	2102919	10/29/2019		668.	
		760.32	ACCT#1821290 INVOICE DATE	402-60-2203		/ /		92.	

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
10/29/2019		10/26/2019						
COUNTY MANAGER		668.14	COUNTY ROAD DEPARTMENT	92.18				
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01 O	109493	PLATEAU WIRELESS	BUSINESS 2-NEW MEXICO TELEPHONE	407-91-2207	6102919	10/29/2019		177.
	177.42		SERVICES PLATEAU BLAZE BUSINESS					
10/29/2019			50 INTERNET SERVICES					
			575-584-2244					
STATE FIRE ALLOTMENT		177.42						
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01 R	109494	QWEST CORPORATION	MONTHLY CHARGES OCT 2019	420-70-2207	8102919	10/29/2019		1207.
	1207.43		ACCT#5053840058596M					
10/29/2019								
ADULT INMATE CARE		1207.43						
=====								
01 R	109495	WASTE MANAGEMENT OF NM INC.	DUMPSTER CHARGES FOR ANIMAL	401-82-2210	10102919	10/29/2019		120.
	978.72		SERVICES 751 SALT MISSION TRL					
10/29/2019			INVOICE DATE 10/24/2019 INVOICE#					
			8665556-0573-6 ACCT#9-35442-					
			03003					
			DUMPSTER CHARGES FOR DIST 5 VFD	405-91-2210	11102919	10/29/2019		403.
			SERVICES 44 CARL CANNON RD					
			INVOICE DATE 10/24/2019 INVOICE#					
			8665718-057 ACCT# 18-98130-33003					
			DUMPSTER CHARGES FOR DIST 3 VFD	408-91-2210	12102919	10/29/2019		455.
			SERVICES 753 SALT MISSION TRL					
			INVOICE DATE 10/24/2019 INVOICE#					
			8665398-0573-3 ACCT#2-08123-					
			14009					
ANIMAL SERVICES		120.14	STATE FIRE ALLOTMENT	858.58				
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01 R	109500	ALBUQUERQUE IMAGE PRODUCTS	INVOICE#IN36068	401-10-2203	48103119	10/31/2019		11.
	11.97		ACCT#TC11 CONTRACT OVRAGE					
10/31/2019			CHARGE FOR THE 09/01/2019 TO					
			09/30/2019					
COUNTY MANAGER		11.97						
=====								
01 O	109501	AMBITIONS DOCUMENT SOLUTIONS	SAFETY OFFICER CLOISONNE HARD	600-06-2248	2103019	10/30/2019		351.
	351.00		ENAMEL LAPEL PINS 1" SMOOTH					
10/31/2019			GLOSS FINISH 50 GOLD/50 SILVER					
			INVOICE#13830 REF:PO#34381					
RISK MANAGEMENT		351.00						
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01 O	109502	AMBITIONS DOCUMENT SOLUTIONS	RETRACTABLE BANNERS 33"X81"	609-30-2221	53103119	10/31/2019	34059	309.
	309.60		INVOICE#13605					
10/31/2019								
COUNTY TREASURER		309.60						
=====								
01 O	109503	AMBITIONS TECHNOLOGY GROUP LLC	FLAT RATE LABOR COST TO REPLACE	401-65-2227	41103019	10/30/2019	34356	450.
	752.44		FAULTY BATTERIES ON EXISTING UPS				34356	
10/31/2019			UPS IN SERVER ROOM				34356	
			REPLACEMENT BATTERY PACK	401-65-2227	/ /		34356	267.
			NMGRT	401-65-2227	/ /		34356	35.
			INVOICE#7881					

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OPERATIONS & MAINTENAN 752.44								
01 O	109504	AMBITIONS TECHNOLOGY GROUP LLC	CISCO 10 PORT SWITCH	401-65-2227	50103119	10/31/2019	34265	356.
	356.54		CISCO SG350-10P				34265	
	10/31/2019		10PT GIGABIT POE MGD SWCH				34265	
			ROAD DEPARTMENT				34265	
OPERATIONS & MAINTENAN 356.54								
01 O	109505	AT & T MOBILITY LLC	FIRE ADMIN CELL PHONE OCT 2019	413-91-2207	55103119	10/31/2019		365.
	6076.59		DIST 5 VFD	405-91-2207		/ /		63.
	10/31/2019		DIST 2 VFD	406-91-2207		/ /		63.
			DIST 1 VFD	407-91-2207		/ /		20.
			DIST 4 VFD	409-91-2207		/ /		20.
			DIST 3 VFD	408-91-2207		/ /		63.
			DIST 6 VFD	418-91-2207		/ /		11.
			SHERIFF	401-50-2207		/ /		2365.
			COMMISSION	401-05-2207		/ /		107.
			LAWYER	401-56-2207		/ /		48.
			CPO	401-10-2207		/ /		56.
			EMERGENCY MANAGEMENT	604-83-2207		/ /		119.
			ROAD	402-60-2207		/ /		1027.
			MAINTENANCE	401-65-2207		/ /		145.
			HR	401-10-2207		/ /		48.
			CLERK	401-20-2207		/ /		47.
			PZ	401-08-2207		/ /		96.
			RURAL ADDRESSING	675-07-2207		/ /		46.
			ANIMAL SERVICES	401-82-2207		/ /		193.
			DISPATCH	911-80-2207		/ /		353.
			COMMUNITY MONITOR	420-73-2207		/ /		50.
			DWI	605-03-2207		/ /		48.
			TCPO/DV	690-09-2207		/ /		193.
			TREASURER	401-30-2207		/ /		187.
			MANAGER	401-10-2207		/ /		164.
			ASSESSOR	610-40-2207		/ /		107.
			FINANCE	401-55-2207		/ /		57.
STATE FIRE ALLOTMENT	610.13	COUNTY SHERIFF	2365.99	COUNTY COMMISSION	107.56			
ATTORNEY	48.40	COUNTY MANAGER	269.33	COMMUNICATIONS/EMS TAX	119.14			
COUNTY ROAD DEPARTMENT	1027.54	OPERATIONS & MAINTENAN	145.20	COUNTY CLERK	47.78			
PLANNING & ZONING	96.80	RURAL ADDRESSING	46.57	ANIMAL SERVICES	193.60			
911-DISPATCH CENTER	353.17	COMMUNITY MONITORING	50.70	DWI DISTRIBUTION GRANT	48.40			
WIND PILT	193.60	COUNTY TREASURER	187.66	COUNTY ASSESSOR	107.56			
FINANCE DEPARTMENT	57.46							
=====								
01 O	109506	ATLANTIC TACTICAL INC.	DEF-TEC 40MM EXACT IMPACT SPONGE	410-50-2222	10103019	10/30/2019	34027	240.
	240.75		DEF-TEC DIRECT IMPACT SPONGE W/				34027	
	10/31/2019		INVOICE#SI*-80682199 ACCT#114680					
COUNTY SHERIFF 240.75								
=====								
01 O	109507	BRO AND TRACY ANIMAL WELFARE	ANIMAL STERILIZATION UP TO 40 LB	429-82-2272	30103019	10/30/2019	34494	500.
	1065.00		OVER 40 LBS	429-82-2272		/ /	34494	525.
	10/31/2019		VACCINATIONS	430-82-2223		/ /	34494	40.
			INVOICE#1819057					
ANIMAL SERVICES 1065.00								
=====								
01 O	109508	CHAVES COUNTY DETENTION	SEPTEMBER HOUSING MEDINA	420-70-2172	13103019	10/30/2019		180.

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	180.00		INVOICE#SEPTEMBER 2019					
	10/31/2019							
ADULT INMATE CARE		180.00						
01 R	109509	CINTAS CORPORATION NO. 2	EYE WASH STATION SERVICE	600-06-2248	32103019	10/30/2019	33813	207.
	207.99		FY20				33813	
	10/31/2019		INVOICE#8404357388 ACCT#30009096					
RISK MANAGEMENT		207.99						
01 R	109510	EVSWA	30-AUG-19 TORRANCE COUNTY	419-05-2292	18103019	10/30/2019		13640.
	13640.40		TIPPING FEE'S INVOICE#2538					
	10/31/2019		ACCT#7.2097E+11					
COUNTY COMMISSION		13640.40						
01 O	109511	GARLAND, BELINDA	TRAVEL TO ALBUQUERQUE NM10/15/19	401-10-2203	42103019	10/30/2019		55.
	206.61		NM EDGE CLASSES/PURCHASING	401-10-2203		/ /		50.
	10/31/2019		10/16/2019					
			10/17/2019	401-10-2203		/ /		54.
			10/18/2019	401-10-2203		/ /		46.
COUNTY MANAGER		206.61						
01 R	109512	GRATNGER, INC.	DETENTION BENCH, PRIMARY HOLDING	401-16-2215	51103119	10/31/2019	34384	699.
	699.37		CELL, SHERIFF'S OFFICE				34384	
	10/31/2019		INVOICE#9326118784					
			ACCT#818809576					
JUDICIAL COMPLEX MAINT		699.37						
01 O	109513	GUETSCHOW, STEVEN	FUEL FOR PZ-1 AT VALLEY EXPRESS	401-08-2202	36103019	10/30/2019		20.
	20.00		USING PERSONAL BANK CARD					
	10/31/2019							
PLANNING & ZONING		20.00						
01 O	109514	GUSTIN ELECTRIC	REPAIR/REPLACE TWO ELECTRICAL	401-24-2215	20103019	10/30/2019	34071	500.
	500.00		OUTLETS IN DOMESTIC VIOLENCE				34071	
	10/31/2019		OFFICE SPACE				34071	
			INVOICE#4751 ACCT#TORCO					
HEALTH DEPT BLDG MAINT		500.00						
01 O	109515	GUSTIN ELECTRIC	120V OUTLET FOR XRAY MACHINE	401-16-2215	21103019	10/30/2019	34424	175.
	525.00		120V OUTLET FOR WATER COOLER	401-16-2215		/ /	34424	175.
	10/31/2019		120V OUTLET FOR CAMERAS	401-16-2215		/ /	34424	175.
			INVOICE#4752 ACCT#T OR CO					
JUDICIAL COMPLEX MAINT		525.00						
01 O	109516	GUSTIN ELECTRIC	REPLACE LIGHTING TO LED AND	401-37-2215	22103019	10/30/2019	34380	300.
	300.00		PROPERLY FIX LIGHT OVER POOL				34380	
	10/31/2019		TABLE				34380	
			INVOICE#4753 ACCT#T OR CO					
MORIARTY SENIOR CENTER		300.00						
01 O	109517	GUSTIN ELECTRIC	INSTALL 8 OUTDOOR DAWN TO DUSK	412-53-2215	24103019	10/30/2019	34109	1000.

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
1000.00	10/31/2019		LIGHTS AROUND EXHIBIT HALL AREA				34109	
			INVOICE#4707 ACCT#T OR CO					
COUNTY FAIR		1000.00						
01 O	109518	GUSTIN ELECTRIC	EXIT SIGN BATTERIES - ESTANCIA	401-36-2215	25103019	10/30/2019	34276	60.
	100.00		EXIT SIGN BATTERIES - MORIARTY	401-37-2215		/ /	34276	40.
	10/31/2019		INVOICE#4730 ACCT#T OR CO					
ESTANCIA SENIOR CENTER		60.00	MORIARTY SENIOR CENTER		40.00			
01 O	109519	GUSTIN ELECTRIC	INSTALL NEW ELECTRICAL PANEL IS	412-53-2215	26103019	10/30/2019	34018	1000.
	1000.00		SHOW BARN AREA				34018	
	10/31/2019		INVOICE#4698 ACCT#T OR CO					
COUNTY FAIR		1000.00						
01 O	109520	GUSTIN ELECTRIC	INSTALL 8 NEW CIRCUITS IN	412-53-2215	27103019	10/30/2019	34019	1000.
	1000.00		KITCHEN AREA LOCATED IN EXHIBIT				34019	
	10/31/2019		HALL AREA				34019	
			INVOICE#4699 ACCT#T OR CO					
COUNTY FAIR		1000.00						
01 O	109521	GUSTIN ELECTRIC	INSTALL NEW BREAKER BOX ON WEST	412-53-2215	28103019	10/30/2019	33992	1500.
	1500.00		END OF COUNTY FAIR GROUNDS BY				33992	
	10/31/2019		EXHIBIT HALL				33992	
			INVOICE#4697 ACCT# T OR CO					
COUNTY FAIR		1500.00						
01 O	109522	GUSTIN HARDWARE INC.	ELECTRICAL, PLUMBING, ROOFING &	401-15-2215	44103019	10/30/2019	34016	643.
	643.89		ACCT#125					
	10/31/2019							
ADMINISTRATIVE OFFICES		643.89						
01 R	109523	HOLLYFRONTIER REFINING &	FOG SEAL		38103019		34391	
	11505.07		IFB 2019-04-CSS-1-FOG SEAL				34391	
	10/31/2019		SB PROJECT STAGECOACH	402-63-2407		/ /	34391	5543.
			SB PROJECT APPALOOSA	402-63-2407		/ /	34391	2878.
			SB PROJECT PUNTA DE AGUA	402-63-2407		/ /	34391	1883.
			NMGRT	402-63-2407		/ /	34391	1200.
			INVOICES#99344037/99346797					
			ACCT#TORRANCE					
SB PROJECT		11505.07						
01 R	109524	HOLLYFRONTIER REFINING &	SB PROJECT PUNTA DE AGUA		39103019		34389	
	12936.48		HFE 100P OIL	402-63-2407		/ /	34389	12776.
	10/31/2019		NMGRT	402-63-2407		/ /	34389	160.
			IFB 2019-03-HFE 100P OIL				34389	
			INVOICE#99337823/99341025					
SB PROJECT		12936.48						
01 R	109525	HOLLYFRONTIER REFINING &	SB PROJECT APPALOOSA		40103019		34398	
	25503.83		HFE 100P OIL	402-63-2407		/ /	34398	13174.
	10/31/2019		NMGRT	402-63-2407		/ /	34398	12328.
			IFB 2019-03-HFE 100P OIL				34398	

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am	
			INVOICE#99341273/99341272 ACCT#TORRANCE						
SB PROJECT		25503.83	=====						
01 R	109526	HONSTEIN OIL CO.	SHERIFF FUEL/ZZ2263	401-50-2202	14103019	10/30/2019		448.	
	448.43		SHERIFF FUEL/ZZ2264						
	10/31/2019		=====						
COUNTY SHERIFF		448.43	=====						
01 O	109527	HONSTEIN OIL CO.	VEHICLE FUEL GALLONS/PRICE PER	401-82-2202	23103019	10/30/2019		201.	
	201.71		GALLON INVOICE#ZZ2265 ACCT#						
	10/31/2019		2445/TCANISHEL	=====					
ANIMAL SERVICES		201.71	=====						
01 O	109528	HORIZONS OF NEW MEXICO	PLANT BASED DOCUMENT DESTRUCTION	610-40-2271	19103019	10/30/2019	34194	174.	
	174.84		MONTHLY PICK UP, 65 GALLON TOTE.				34194		
	10/31/2019		JULY 1, 2019 - JUNE 30, 2020.				34194		
COUNTY ASSESSOR		174.84	=====						
01 R	109529	MCT INDUSTRIES	AXLE FOR BELLY DUMP PLATE	402-60-2244	43103019	10/30/2019	34498	2340.	
	2340.96		LICENSE PLATE #75327				34498		
	10/31/2019		NM STATE PRICING AGREEMENT				34498		
			#90-000-19-00063				34498		
			INVOICE#0912376 ACCT#TORR78	=====					
COUNTY ROAD DEPARTMENT		2340.96	=====						
01 O	109530	NM MUNICIPAL LEAGUE	LGD BUDGET CONFERENCE	401-55-2266	54103119	10/31/2019	34458	200.	
	600.00		REGISTRATION	401-10-2266		/ /	34458	200.	
	10/31/2019		J. OLIVER, B. GARLAND,	609-30-2266		/ /	34458	200.	
			& T. SEDILLO				34458		
FINANCE DEPARTMENT		200.00	COUNTY MANAGER	200.00	COUNTY TREASURER	200.00	=====		
01 O	109531	NORTHERN TOOL & EQUIPMENT CO	ULTRA-TOW PICKUP TRUCK CRANE WI	401-65-2248	4103019	10/30/2019	34437	199.	
	199.99		TH HAND WINCH-1000LB CAPACITY.				34437		
	10/31/2019		UNIT M5				34437		
OPERATIONS & MAINTENAN		199.99	=====						
01 O	109532	ORKIN INC.	PC STANDARD-MONTHLY -PC ADMIN	401-10-2271	46103119	10/31/2019		84.	
	84.96		BLDG INVOICE#189544993						
	10/31/2019		ACCT#31462749	=====					
COUNTY MANAGER		84.96	=====						
01 O	109533	P & M SIGNS INC	SIGN POLE ASSEMBLY	675-07-2242	3103019	10/30/2019	34351	1275.	
	1545.00		BROACKETS	675-07-2242		/ /	34351	270.	
	10/31/2019		INVOICE#8238 12' U-CHANNEL POSTS						
			T-BRACKETS	=====					
RURAL ADDRESSING		1545.00	=====						
01 O	109534	PACIFIC OFFICE AUTOMATION, INC.	B&W OVERAGES COLOR OVERAGES	401-10-2203	56103119	10/31/2019		157.	
	157.82		TAX INVOICE#352692 ACCT#1821290						
	10/31/2019		=====						

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COUNTY MANAGER		157.82	=====					
01 R	109535	PEAVEY PERFORMANCE SYSTEMS	SAFETY JACKPOT CARDS	600-06-2248	34103019	10/30/2019	34501	1309.
	1309.00		INVOICE#404155 ACCT#1004009					
	10/31/2019							
RISK MANAGEMENT		1309.00	=====					
01 O	109536	PRUDENTIAL OVERALL SUPPLY	PAPER PRODUCTS FOR JUDICIAL	401-16-2229	5103019	10/30/2019	34331	150.
	645.47		PAPER PRODUCTS FOR ADMIN	401-15-2229		/ /	34331	495.
	10/31/2019		INVOICE#450515181					
JUDICIAL COMPLEX MAINT		150.00	ADMINISTRATIVE OFFICES	495.47	=====			
01 O	109537	PRUDENTIAL OVERALL SUPPLY	MATS,MOPS,UNIFORMS FOR COUNTY	401-15-2203	35103019	10/30/2019		738.
	794.53		ADMINISTRATION	401-16-2203		/ /		55.
	10/31/2019		MATS AND MOPS FOR JUDICIAL					
			COMPLEX ACCT#6528480					
ADMINISTRATIVE OFFICES		738.91	JUDICIAL COMPLEX MAINT	55.62	=====			
01 O	109538	PRUDENTIAL OVERALL SUPPLY	MATS MOPS UNIFORMS FOR COUNTY	401-15-2203	49103119	10/31/2019		88.
	140.90		ADMINISTRATION					
	10/31/2019		MATS AND MOPS FOR JUDICIAL	401-16-2203		/ /		52.
			COMPLEX ACCT#6528480					
ADMINISTRATIVE OFFICES		88.24	JUDICIAL COMPLEX MAINT	52.66	=====			
01 O	109539	PRUDENTIAL OVERALL SUPPLY	ROAD CREW UNIFORMS ON GOING	402-60-2236	52103119	10/31/2019	34525	1287.
	1287.95		RENTAL PER NON-PROFESSIONAL				34525	
	10/31/2019		SERVICES CONTRACT				34525	
			INVOICE#45051437/450513529/ 4505					
COUNTY ROAD DEPARTMENT		1287.95	=====					
01 O	109540	SAN MIGUEL COUNTY FINANCE DEPT	INMATE HOUSING INVOICE#SMCDM 09-	420-70-2172	11103019	10/30/2019		2700.
	2700.00		001					
	10/31/2019							
ADULT INMATE CARE		2700.00	=====					
01 R	109541	SANDIA OFFICE SUPPLY	30" X 72" FOLDING TABLES	609-30-2219	15103019	10/30/2019	34309	238.
	238.70		INVOICE#785976-0					
	10/31/2019							
COUNTY TREASURER		238.70	=====					
01 R	109542	SANDIA OFFICE SUPPLY	TONER CARTRIDGES, POST-IT	609-30-2219	57103119	10/31/2019	34345	986.
	986.24		FLAGS, PENCIL HOLDER, PAPER				34345	
	10/31/2019		TOWELS, FACIAL TISSUE, INK				34345	
			CARTRIDGES, COPY PAPER, BUSINESS				34345	
			CARD HOLDER, FILE FOLDERS,				34345	
			STAPLES.				34345	
			INVOICE#787763-0					
COUNTY TREASURER		986.24	=====					
01 R	109543	SCHOOL'S IN, LLC.	CASSIDA 6600 SERIES BILL COUNTER	401-30-2219	16103019	10/30/2019	34202	280.

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
	296.87		SHIPPING	401-30-2219	/ /		34202	16.
	10/31/2019		INVOICE#W212778					
COUNTY TREASURER		296.87	=====					
01 R	109544	SOUTHWEST COPY SYSTEMS	COLOR COPIES/TAX INVOICE#	401-30-2203	6103019	10/30/2019		10.
	10.38		422172 ACCT#CO28					
	10/31/2019							
COUNTY TREASURER		10.38	=====					
01 O	109545	STAPLES BUSINESS ADVANTAGE	PLEDGE FURNITURE POLISH 6 PACK	911-80-2220	17103019	10/30/2019	34143	37.
	108.69		CLOROX DISINFECTING WIPES 6 PACK	911-80-2220	/ /		34143	41.
	10/31/2019		SCOTCH-BRITE SCRUB SPONGES 6	911-80-2220	/ /		34143	29.
			ACCT#394849					
911-DISPATCH CENTER		108.69	=====					
01 O	109546	STAPLES BUSINESS ADVANTAGE	COPY PAPER, PLANNER, HIGHLIGHTER	610-40-2219	45103119	10/31/2019	34061	257.
	257.17		S, RED PENS, PENS MULTI PAC,				34061	
	10/31/2019		FLASH DRIVES, DRY ERASE MARKERS.				34061	
			INVOICE#3419663753/3419857883					
			ACCT#DAL 70109685					
COUNTY ASSESSOR		257.17	=====					
01 R	109547	TLC PLUMBING & UTILITY	DIAGNOSE AND REPAIR A/C	401-16-2215	31103019	10/30/2019	34484	1113.
	1113.83		ROOF TOP UNIT #4				34484	
	10/31/2019		JUDICIAL COMPLEX				34484	
			TMP# 101119WJ				34484	
			ISSUED BY CM ON 10/11/19				34484	
			NM STATE PRICING AGREEMENT				34484	
			#90-000-18-00073				34484	
			INVOICE#SM52238501 ACCT#21945					
			INDUCER FAN MOTOR REPLACEMENT					
			TAX ROOF TOP UNIT #4 JUDICIAL					
			COMPLEX INVOICE#SM52238501 ACCT#					
			21945					
JUDICIAL COMPLEX MAINT		1113.83	=====					
01 O	109548	TRIADIC INC.	FUJITSU SCANNERS	609-30-2219	7103019	10/30/2019	34057	1941.
	1941.00		INVOICE#1701160 ACCT#1425					
	10/31/2019							
COUNTY TREASURER		1941.00	=====					
01 O	109549	TRIADIC INC.	SCANNERS	609-30-2219	8103019	10/30/2019	34235	1941.
	1941.00		INVOICE#1701153 ACCT#1425					
	10/31/2019							
COUNTY TREASURER		1941.00	=====					
01 O	109550	TRIADIC INC.	RED CHECK STOCK	401-30-2221	37103019	10/30/2019	34200	75.
	106.83		SHIPPING	401-30-2221	/ /		34200	31.
	10/31/2019		INVOICE#1701163 ACCT#1425					
COUNTY TREASURER		106.83	=====					
01 O	109551	TRIADIC INC.	CONTRACT CHARGES TAX INVOICE#	401-65-2213	47103119	10/31/2019		4269.

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4269.95	10/31/2019		07:18.5 ACCT#1425					
OPERATIONS & MAINTENAN 4269.95								
01 O	109552	UNITED TRANSMISSION	FORD F150 2006 VIN B62607	402-60-2201	1103019	10/30/2019	34412	2049.
	2049.63		TRANSMISSION WORK				34412	
	10/31/2019		INVOICE#736663 ACCT#TCRD					
COUNTY ROAD DEPARTMENT 2049.63								
01 O	109553	WAC UPFITTERS LLC	INSTALL/LABOR OF SONIM PHONE	604-83-2248	33103019	10/30/2019	34387	255.
	325.08		CRADLE & VEHICLE KIT				34387	
	10/31/2019		SHOP SUPPLIES	604-83-2248		/ /	34387	50.
			NMGRT	604-83-2248		/ /	34387	20.
			INVOICE#5013					
COMMUNICATIONS/EMS TAX 325.08								
01 O	109554	WESTERN TRAILS VETERINARY INC.	75 LARGE STERILIZATIONS/65SMALL	401-82-2272	29103019	10/30/2019		466.
	466.50		STERILIZATIONS 1 RABIES					
	10/31/2019		VACCINATION INVOICE#142331/ 143027 ACCT#238					
ANIMAL SERVICES 466.50								
01 O	109555	WESTSIDE ORAL SURGERY	IMPACT, COMPLETE BONY	414-19-2293	12103019	10/30/2019		478.
	963.00		GENERAL ANESTH. FIRST 15 MINS	414-19-2293		/ /		208.
	10/31/2019		GENERAL ANESTH. FIRST 15 MINS	414-19-2293		/ /		208.
			THERAPUTIC/INJECTION PAIN MGMT	414-19-2293		/ /		69.
			INVOICE #18180					
2ND 1/8 GROSS RECEIPTS 963.00								
01 O	109556	WINDHAM WEAPONRY INC	AR15 UPPERS COMPLETE W/BCG	401-50-2231	9103019	10/30/2019	34067	1064.
	1064.00		AND CHARGING HANDLES				34067	
	10/31/2019		INV00000000116792 ACCT#116106					
COUNTY SHERIFF 1064.00								
01 O	109557	CORECIVIC INC.	REIMBURSEMENT FOR HOUSING OF ICE	825-70-2172	3911519	11/06/2019		367169.
	367169.22		INMATES AUGUST 2019 INVOICE#					
	11/06/2019		TCDF 082019 ACCT#CORECIVIC/ TORRANCE					
ADULT INMATE CARE 367169.22								
01 O	109558	CORECIVIC INC.	AUGUST HOUSING GUARD HOURS-	420-70-2172	4011519	11/06/2019		83635.
	83635.61		MEDICAL TRANSPORT MILEAGE-					
	11/06/2019		MEDICAL TRANSPORT OTHER AGENCY MANDAYS					
ADULT INMATE CARE 83635.61								
01 O	109559	CORECIVIC INC.	REIMBURSEMENT FOR HOUSING ICE	825-70-2172	4111519	11/06/2019		871387.
	871387.50		INMATES SEP 2019 INVOICE#TCDF					
	11/06/2019		082019 ACCT#CORECIVIC/TORRANCE					
ADULT INMATE CARE 871387.50								

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01 O	109560	DE LAGE LANDEN FINANCIAL SERVICE	MONTHLY PAYMENT OCT 2019	401-30-2203	3611519	11/06/2019		179.
	179.52		INVOICE#65229129 ACCT#1329484					
	11/06/2019							
COUNTY TREASURER		179.52						
01 O	109561	EMW GAS ASSOCIATION	TEGE/TEME ACCT#10-4090-000	412-53-2209	111519	11/05/2019		26.
	198.22		FAIR					
	11/06/2019		MORIARTY SENIOR CENTER	401-37-2209		/ /		83.
			20-2330-010					
			ESTANCIA PMS/10-5870-010	401-36-2209		/ /		87.
COUNTY FAIR		26.61	MORIARTY SENIOR CENTER	83.73	ESTANCIA SENIOR CENTER	87.88		
01 O	109562	EMW GAS ASSOCIATION	HEALTH DEPT/10-1990-010	401-24-2209	211519	11/05/2019		79.
	742.90		ROAD/10-1860-000	402-61-2209		/ /		232.
	11/06/2019		CLERK/10-6380-000	612-20-2308		/ /		24.
			JUDICIAL/10-6000-000	401-16-2209		/ /		377.
			DIST 3/60-9250-000	408-91-2209		/ /		28.
HEALTH DEPT BLDG MAINT		79.28	COUNTY ROAD SHOP	232.93	COUNTY CLERK	24.00		
JUDICIAL COMPLEX MAINT		377.90	STATE FIRE ALLOTMENT	28.79				
01 O	109563	EMW GAS ASSOCIATION	COURTHOUSE/401-15-2209	401-15-2209	311519	11/05/2019		408.
	706.45		DIST 5/71-4510-000	405-91-2209		/ /		69.
	11/06/2019		ANIMAL SERVICES/60-0580-010	401-82-2209		/ /		96.
			DIST 3/60-5390-000	408-91-2209		/ /		42.
			FIRE ADMIN/10-6140-001	413-91-2209		/ /		89.
ADMINISTRATIVE OFFICES		408.63	STATE FIRE ALLOTMENT	201.74	ANIMAL SERVICES	96.08		
01 O	109564	EMW GAS ASSOCIATION	ROAD/10-5690-000	402-61-2209	411519	11/05/2019		37.
	320.94		DISPATCH/60-9530-000	911-80-2209		/ /		51.
	11/06/2019		DIST 5/71-6230-000	405-91-2209		/ /		85.
			DIST 6/30-0500-000	418-91-2209		/ /		67.
			DIST 2/70-3680-000	406-91-2209		/ /		78.
COUNTY ROAD SHOP		37.49	911-DISPATCH CENTER	51.53	STATE FIRE ALLOTMENT	231.92		
01 O	109565	ESTANCIA, TOWN OF	DATE OF SERVICE 09/19/19 TO	413-91-2210	3111519	11/06/2019		119.
	1102.55		10/16/19/FIRE ADMIN/1380					
	11/06/2019		JUDICIAL COMPLEX/40	401-16-2210		/ /		252.
			SENIOR CENTER/249	401-27-2210		/ /		119.
			FAIR BOARD/291	412-53-2210		/ /		46.
			FAIR BOARD/750	412-53-2210		/ /		72.
			HEALTH DEPT/373	401-24-2210		/ /		97.
			ROAD DEPT/1108	402-61-2210		/ /		189.
			ROAD DEPT/1112	402-61-2210		/ /		205.
STATE FIRE ALLOTMENT		119.24	JUDICIAL COMPLEX MAINT	252.34	MOUNTAINAIR SENIOR CEN	119.24		
COUNTY FAIR		119.16	HEALTH DEPT BLDG MAINT	97.44	COUNTY ROAD SHOP	395.13		
01 O	109566	HOMESTEAD WATER CO.	INVOICE DATE 11/1/19 DIST 5	405-91-2210	2911519	11/06/2019		95.
	95.95							
	11/06/2019							
STATE FIRE ALLOTMENT		95.95						
01 O	109567	LOBO INTERNET SERVICES LTD	DISPATCH SERVICES MONTHLY BILL	911-80-2207	3211519	11/06/2019		148.
	148.07		OCTOBER 2019 INVOICE#119151					

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	11/06/2019		ACCT#TORCOU						
		911-DISPATCH CENTER	148.07	=====					
01 O	109568	LOBO INTERNET SERVICES LTD	ANIMAL SERVICES MONTHLY BILL	401-82-2207	3311519	11/06/2019		48.	
	48.46		OCTOBER 2019 INVOICE#119252						
	11/06/2019		ACCT#TORCOU						
		ANIMAL SERVICES	48.46	=====					
01 O	109569	LOBO INTERNET SERVICES LTD	DIST 3/INVOICE#119149	408-91-2207	3411519	11/06/2019		156.	
	430.75		DIST 4/ACCT#TORRANCECOUNTYFIRE	409-91-2207	/ /			81.	
	11/06/2019		DIST 5	405-91-2207	/ /			81.	
			DIST 2	406-91-2207	/ /			76.	
			FIRE ADMIN	413-91-2207	/ /			36.	
		STATE FIRE ALLOTMENT	430.75	=====					
01 O	109570	LOBO INTERNET SERVICES LTD	TORRANCE COUNTY ADMIN INTERNET	401-65-2207	3511519	11/06/2019		166.	
	166.92		SERVICES INVOICE#119136						
	11/06/2019		ACCT#TORCOU						
		OPERATIONS & MAINTENAN	166.92	=====					
01 O	109571	MARLIN BUSINESS BANK	MONTHLY PAYMENT OCT 2019	911-80-2203	3711519	11/06/2019		240.	
	240.61		INVOICE#17467594 ACCT#1441060						
	11/06/2019								
		911-DISPATCH CENTER	240.61	=====					
01 O	109572	OLIVER, JEREMY	TRAVEL TO ALBUQUERQUE NM DFA LGD	401-55-2205	4211519	11/06/2019		198.	
	198.34		CONFERENCE						
	11/06/2019								
		FINANCE DEPARTMENT	198.34	=====					
01 O	109573	QWEST CORPORATION	OCTOBER 2019/DIST 2	406-91-2207	511519	11/05/2019		57.	
	57.33		ACCT#5052819213783B						
	11/06/2019								
		STATE FIRE ALLOTMENT	57.33	=====					
01 O	109574	QWEST CORPORATION	DIST 5 VFD OCT 2019	405-91-2207	611519	11/05/2019		235.	
	235.16		ACCT#5058324068906B						
	11/06/2019								
		STATE FIRE ALLOTMENT	235.16	=====					
01 O	109575	QWEST CORPORATION	OCTOBER 2019	406-91-2207	711519	11/05/2019		203.	
	203.81		ACCT#5058324040899B						
	11/06/2019								
		STATE FIRE ALLOTMENT	203.81	=====					
01 O	109576	QWEST CORPORATION	ANIMAL SERVICES/OCT 2019	401-82-2207	811519	11/05/2019		258.	
	258.39		ACCT#5053845117227B						
	11/06/2019								
		ANIMAL SERVICES	258.39	=====					

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01 O	109577	QWEST CORPORATION	OCT 2019/MTAIR SENIOR CENTER ACCT#5058472885204B	401-27-2207	911519	11/05/2019		41.
	41.40							
	11/06/2019							
		MOUNTAINAIR SENIOR CEN	41.40					
01 O	109578	QWEST CORPORATION	OCT 2019/DIST 3 ACCT#5053842810154B	408-91-2207	1011519	11/05/2019		148.
	148.18							
	11/06/2019							
		STATE FIRE ALLOTMENT	148.18					
01 O	109579	QWEST CORPORATION	MONTHLY CHARGES OCT 2019 ACCT#5053840048901B	418-91-2207	1111519	11/06/2019		233.
	233.19							
	11/06/2019							
		STATE FIRE ALLOTMENT	233.19					
01 O	109580	QWEST CORPORATION	MONTHLY CHARGES OCT 2019 ACCT#5053841067935B/FIRE ADMIN	413-91-2207	1211519	11/06/2019		207.
	207.40							
	11/06/2019							
		STATE FIRE ALLOTMENT	207.40					
01 O	109581	QWEST CORPORATION	MONTHLY CHARGES OCT 2019 DISPATCH/ACCT#5053849631581B	911-80-2207	1311519	11/06/2019		1070.
	1070.56							
	11/06/2019							
		911-DISPATCH CENTER	1070.56					
01 O	109582	QWEST CORPORATION	MONTHLY CHARGES OCT 2019 DIST 4/5053842353044B	409-91-2207	1411519	11/06/2019		161.
	161.01							
	11/06/2019							
		STATE FIRE ALLOTMENT	161.01					
01 O	109583	QWEST CORPORATION	MONTHLY CHARGES OCT 2019 MANAGER/ACCT#5053845294082B	401-10-2207	1511519	11/06/2019		193.
	193.17							
	11/06/2019							
		COUNTY MANAGER	193.17					
01 O	109584	QWEST CORPORATION	MONTHLY CHARGES OCT 2019 ROAD/ACCT#5053842550082B	402-60-2207	1611519	11/06/2019		99.
	99.31							
	11/06/2019							
		COUNTY ROAD DEPARTMENT	99.31					
01 O	109585	QWEST CORPORATION	MONTHLY CHARGES OCT 2019 ESTANCIA SENIOR CENTER/ACCT# 5053845010995B	401-36-2207	1711519	11/06/2019		197.
	197.60							
	11/06/2019							
		ESTANCIA SENIOR CENTER	197.60					
01 O	109586	QWEST CORPORATION	MONTHLY CHARGES OCT 2019 FIRE ADMIN/ACCT#5053843165110B	413-91-2207	1811519	11/06/2019		100.
	100.79							
	11/06/2019							
		STATE FIRE ALLOTMENT	100.79					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
01 O	109587	QWEST CORPORATION	MONTHLY CHARGES OCT 2019 JUDICIAL/ACCT#5053843237905B	401-16-2207	1911519	11/06/2019		103.
	103.65							
	11/06/2019							
		JUDICIAL COMPLEX MAINT	103.65					
01 O	109588	QWEST CORPORATION	MONTHLY CHARGES OCT 2019 FIRE ADMIN/ACCT#5058329606538B	413-91-2207	2011519	11/06/2019		73.
	73.63							
	11/06/2019							
		STATE FIRE ALLOTMENT	73.63					
01 O	109589	QWEST CORPORATION	MONTHLY CHARGES OCT 2019 DIST 3/ACCT#5058324911598B	408-91-2207	2111519	11/06/2019		155.
	155.53							
	11/06/2019							
		STATE FIRE ALLOTMENT	155.53					
01 O	109590	QWEST CORPORATION	MONTHLY CHARGES OCT 2019 MORIARTY SENIOR CENTER/ACCT# 5058324425163B	401-37-2207	2211519	11/06/2019		247.
	247.85							
	11/06/2019							
		MORIARTY SENIOR CENTER	247.85					
01 O	109591	QWEST CORPORATION	MONTHLY CHARGES OCT 2019 DIST 5/ACCT#5058325104623B	405-91-2207	2311519	11/06/2019		56.
	56.06							
	11/06/2019							
		STATE FIRE ALLOTMENT	56.06					
01 O	109592	QWEST CORPORATION	MONTHLY CHARGES OCT 2019 DIST 5/ACCT#5058320000494B	405-91-2207	2411519	11/06/2019		85.
	85.05							
	11/06/2019							
		STATE FIRE ALLOTMENT	85.05					
01 O	109593	QWEST CORPORATION	MONTHLY CHARGES OCT 2019 TREASURER/ACCT#5053844381899B	401-30-2207	2511519	11/06/2019		57.
	57.93							
	11/06/2019							
		COUNTY TREASURER	57.93					
01 O	109594	QWEST CORPORATION	MONTHLY CHARGES OCT 2019 ASSESSOR/ACCT#5053844362899B	401-40-2207	2611519	11/06/2019		57.
	57.93							
	11/06/2019							
		COUNTY ASSESSOR	57.93					
01 O	109595	QWEST CORPORATION	MONTHLY CHARGES OCT 2019 CLERK/ACCT#5053844080353B	401-20-2207	2711519	11/06/2019		56.
	56.47							
	11/06/2019							
		COUNTY CLERK	56.47					
01 O	109596	QWEST CORPORATION	MONTHLY CHARGES OCT 2019 SHERIFF/ACCT#5053841277037B	401-50-2207	2811519	11/06/2019		28.
	28.04							
	11/06/2019							
		COUNTY SHERIFF	28.04					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
01 O	109597	SEDILLO, TRACY	TRAVEL TO ALBUQUERQUE NM BUDGET	401-30-2205	4311519	11/06/2019		160.
	160.00		CONFERENCE					
	11/06/2019							

COUNTY TREASURER 160.00

=====					3811519	11/06/2019		91.
01 O	109598	US BANK CORPORATE PAYMENT SYSTEM	DATE OF SERVICE 09/15/19 TO	690-09-2202				
	15291.25		10/16/2019					1172.
	11/06/2019		FIRE ADMIN	413-91-2202		/ /		187.
			DIST 2 VFD	406-91-2202		/ /		357.
			DIST 3 VFD	408-91-2202		/ /		109.
			DIST 4 VFD	409-91-2202		/ /		1049.
			DIST 5 VFD	405-91-2202		/ /		114.
			TREASURER	401-30-2202		/ /		340.
			ASSESSOR	401-40-2202		/ /		9175.
			SHERIFF	401-50-2202		/ /		326.
			OPERATIONS	401-65-2202		/ /		64.
			COMMUNITY MONITOR	420-73-2202		/ /		86.
			ANIMAL SERVICES	401-82-2202		/ /		166.
			DWI	605-03-2202		/ /		246.
			EMERGENCY MANAGEMENT	604-83-2202		/ /		23.
			DISPATCH/CARWASH	911-80-2202		/ /		1778.
			TRANSPORT	420-74-2202		/ /		
			ACCT#5569634555537891					

WIND PILT	91.01	STATE FIRE ALLOTMENT	2877.35	COUNTY TREASURER	114.76
COUNTY ASSESSOR	340.94	COUNTY SHERIFF	9175.67	OPERATIONS & MAINTENAN	326.82
COMMUNITY MONITORING	64.54	ANIMAL SERVICES	86.00	DWI DISTRIBUTION GRANT	166.62
COMMUNICATIONS/EMS TAX	246.19	911-DISPATCH CENTER	23.00	TRANSPORTATION OF PRIS	1778.35

=====					3011519	11/06/2019		56.
01 O	109599	WILLARD, VILLAGE OF	MONTHLY CHARGES 9/23/19 TO	418-91-2210				
	56.18		10/28/19 WATER/SEWER ACCT#310.01					
	11/06/2019							

STATE FIRE ALLOTMENT 56.18

=====				
340	1934077.68	/ /	TOTAL	360.00 VOIDS



*Agenda Item
No. 9-B*

TORRANCE COUNTY Detention Center
Restricted Housing Quarterly Report
Reporting Quarter:

Reference #	Age	Gender	Ethnicity	Reason for Placement	Date Placed	Date Released
1	30	Male	Hispanic	1	8/20/2019	8/20/2019
	30	Male	Hispanic	1	9/3/2019	9/23/2019
	30	Male	Hispanic	4	10/10/2019	10/10/2019
	30	Male	Hispanic	4	9/30/2019	10/10/2019
	30	Male	Hispanic	4	8/20/2019	9/3/2019
2	20	Male	Caucasian	3	7/26/2019	7/26/2019
	20	Male	Caucasian	3	8/20/2019	9/25/2019
	20	Male	Caucasian	3	8/20/2019	8/20/2019
	20	Male	Caucasian	3	9/25/2019	10/1/2019
3	49	Male	Caucasian	1	7/26/2019	7/26/2019
4	29	Male	Hispanic	3	8/13/2019	8/20/2019
	29	Male	Hispanic	3	8/4/2019	8/5/2019
5	25	Male	Hispanic	1	10/3/2019	10/3/2019
6	20	Male	Hispanic	4	7/26/2019	7/28/2019
	20	Male	Hispanic	3,4	7/28/2019	8/20/2019
	20	Male	Hispanic	2	10/2/2019	10/10/2019
	20	Male	Hispanic	2	9/12/2019	9/17/2019
	20	Male	Hispanic	3,4	8/20/2019	8/23/2019
	20	Male	Hispanic	2	9/23/2019	9/30/2019

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

Administrator's Name: 

Date: 10/23/19

Signature: 

TORRANCE COUNTY Detention Center
Restricted Housing Quarterly Report
Reporting Quarter:

Reference #	Age	Gender	Ethnicity	Reason for Placement	Date Placed	Date Released
7	31	Male	Hispanic	1	10/9/2019	10/13/2019
8	55	Male	Hispanic	1,2	8/20/2019	9/7/2019
	55	Male	Hispanic	1,2	9/18/2019	9/22/2019
	55	Male	Hispanic	1	9/22/2019	9/22/2019
9	23	Male	Hispanic	4	8/5/2019	8/15/2019
10	25	Male	American/ Indian Alaskan	3	8/20/2019	8/20/2019
	25	Male	American/ Indian Alaskan	3	8/20/2019	8/20/2019
	25	Male	American/ Indian Alaskan	3	8/20/2019	8/27/2019
11	28	Male	Caucasian	1	8/28/2019	8/29/2019
	28	Male	Caucasian	1	8/29/2019	9/13/2019
12	23	Male	Hispanic	3	8/8/2019	9/3/2019
13	38	Male	Hispanic	2	7/26/2019	7/26/2019
	38	Male	Hispanic	2	7/26/2019	7/28/2019
	38	Male	Hispanic	2	8/3/2019	8/3/2019
	38	Male	Hispanic	2	8/3/2019	9/30/2019
14	32	Male	Caucasian	2	7/26/2019	8/5/2019
15	35	Male	Caucasian	1	7/29/2019	8/1/2019
16	25	Male	Hispanic	1	7/26/2019	8/7/2019
	25	Male	Hispanic	1	8/7/2019	8/20/2019

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

Administrator's Name: Chad Miller

Date: 10/22/19

Signature: 

TORRANCE COUNTY Detention Center
Restricted Housing Quarterly Report
Reporting Quarter:

Reference #	Age	Gender	Ethnicity	Reason for Placement	Date Placed	Date Released
17	34	Male	Hispanic	2	8/22/2019	8/30/2019
	34	Male	Hispanic	3	8/30/2019	9/17/2019
	34	Male	Hispanic	3	9/17/2019	9/29/2019
	34	Male	Hispanic	3	9/29/2019	10/6/2019
18	29	Male	Caucasian	2	10/10/2019	Present 10/16/2019
19	29	Male	Caucasian	1	7/26/2019	8/5/2019
20	32	Male	Caucasian	4	7/26/2019	8/11/2019
	32	Male	Caucasian	4	8/11/2019	8/13/2019
	32	Male	Caucasian	4	8/13/2019	8/14/2019
	32	Male	Caucasian	4	8/14/2019	8/20/2019
	32	Male	Caucasian	3	8/20/2019	8/20/2019
	32	Male	Caucasian	3,4	9/20/2019	10/7/2019
21	60	Male	Hispanic	1	7/26/2019	8/7/2019
	60	Male	Hispanic	1,2	8/23/2019	9/18/2019
	60	Male	Hispanic	4	9/30/2019	10/1/2019
22	22	Male	Caucasian	1	9/25/2019	9/26/2019
23	27	Male	Caucasian	1	7/26/2019	8/20/2019
24	29	Male	Caucasian	1	7/26/2019	8/8/2019
	29	Male	Caucasian	3	8/20/2019	8/23/2019
	29	Male	Caucasian	3	8/30/2019	9/3/2019

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

Administrator's Name: *Ch Miller*
Date: 10/20/19
Signature: *[Signature]*

TORRANCE COUNTY Detention Center
Restricted Housing Quarterly Report
Reporting Quarter:

Reference #	Age	Gender	Ethnicity	Reason for Placement	Date Placed	Date Released
25	45	female	Caucasian	4	9/7/2019	9/17/2019
25	45	female	Caucasian	3	10/7/2019	10/11/2019
26	25	female	Caucasian	1	9/28/2019	9/30/2019

Reason for Placement: 1= Inmate is a threat to others or a danger to themselves 2= Inmate is a threat to the safety and security of the facility 3= Disciplinary sanctions 4= Medical and mental health hold 5= Other	Ethnicity: 1=Asian 2=Black/African American 3=Hispanic Black 4=Hispanic Native Indn 5=Hispanic White 6=Native American 7=Pacific Islander 8=Unknown 9=White	Gender: 1=male 2=female 3=transgender male 4=transgender female
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Administrator's Name: *Ch Miller*
 Date: 10/22/19
 Signature: *[Signature]*



Torrance County Board of Commissioners Meeting 9/11/19

Department: Manager
Prepared By: Wayne Johnson

Title: 3rd Quarter Restrictive Housing Report / Monetary Settlement Report

Action:

Motion to Accept the 3rd Quarter Restrictive Housing and Monetary Settlement Reports.

Summary:

Effective July 1st, 2019, The New Mexico Restricted Housing Act requires counties or a county's jail contractor to provide a quarterly report to the County Commission detailing information regarding the facilities' use of restrictive housing. The report must contain the age, gender, and ethnicity of every inmate placed in restrictive housing; the reason restrictive housing was used; and the dates the inmate was placed in restrictive housing and his/her release date. On the day the report is presented to the County Commission it must also be submitted electronically to the Legislative Council Services Library. Concurrent with the Restrictive Housing Report, contractors for private detention facilities are required to provide the Commission and the Legislature a report of all monetary settlements. These reports will be included in minutes of this meeting.

Significant Issues:

None

Financial:

No financial impact.

Staff Recommendation:

Approval



*Agenda Item
No. 10-A*

_____, (PURCHASER)

TORRANCE COUNTY, NEW MEXICO

and

LA JOYA WIND, LLC

BOND PURCHASE AGREEMENT

Dated _____, 2019

\$385,000,000
Torrance County, New Mexico
Taxable Industrial Revenue Bonds
(La Joya Wind, LLC Project II)
Series 2019B

BOND PURCHASE AGREEMENT

_____ (the "Purchaser"), TORRANCE COUNTY, NEW MEXICO (the "Issuer"), and LA JOYA WIND, LLC (the "Company"), agree:

Section 1. Recitals. The Issuer, the Purchaser, the Company and BOKF, NA, as depository (the "Depository") have entered into an Indenture dated as of _____, 2019 (the "Indenture"). Pursuant to the Indenture, the Issuer will issue its Taxable Industrial Revenue Bonds (La Joya Wind, LLC Project II), Series 2019B, in the maximum principal amount of \$385,000,000 (the "Series 2019B Bonds" or the "Bonds"). Capitalized terms used in this Bond Purchase Agreement (this "Agreement") but not defined herein shall have the meanings assigned to such terms in the Indenture.

Section 2. Purchase and Delivery. On the basis of the representations and covenants contained in this Agreement and subject to the terms and conditions contained in this Agreement, the Purchaser will purchase the Bonds from the Issuer and the Issuer will sell the Bonds to the Purchaser. As consideration for the sale of the Bonds, the Purchaser will make advances on the Bonds at the times and under the conditions specified in Section 702 of the Indenture. The Issuer will deliver the Bonds to the Purchaser as provided in Section 403 of the Indenture, or at such other time as is mutually agreeable to the Purchaser and the Issuer (the "Closing Date").

Section 3. Issuer Representations. The Issuer represents that, as of the date of this Agreement:

(a) Each of the representations of the Issuer in the Lease Agreement, dated as of _____, 2019 (the "Lease" and, together with the Indenture and this Agreement, the "Bond Documents"), between the Issuer and the Company, and the Indenture is true and correct as if made on and as of the date of this Agreement, which is _____, 2019.

(b) Pursuant to Ordinance No. 2019-02 duly adopted by the Board of County Commissioners of Torrance County on April 24, 2019 (the "Master Ordinance") and Ordinance No. 2019 __ (the "Supplemental Ordinance") duly adopted on September 25, 2019 (collectively, the "Bond Ordinance"), the Issuer duly authorized and approved (i) the execution and delivery by the Issuer of the Bond Documents and the performance by the Issuer of its obligations under the Bond Documents, and (ii) the issuance, execution and delivery of the Bonds. The Bond Ordinance has not been amended, modified or repealed.

Section 4. Company Representations. The Company represents that as of the date hereof:

(a) Each of the representations of the Company in the Lease is true and correct as if made on and as of the date of this Agreement.

(b) This Agreement, the Indenture and the Lease constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization,

moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

(c) The Company is a Delaware limited liability company, duly organized, validly existing and in good standing under the law of the State of Delaware and is a duly registered foreign limited liability company authorized to do business in the State of New Mexico and has full legal capacity, right, power and authority to own the Company's properties and conduct the Company's business. The Company has full legal capacity, right, power and authority to execute and deliver this Agreement, the Indenture and the Lease, to provide for the operation and management of the Project Property, and to take any and all such action as may be required on its part to carry out, give effect to and consummate the transactions contemplated by this Agreement, the Indenture and the Lease.

(d) Neither the execution and delivery of this Agreement, the Indenture and the Lease, nor the consummation of the transactions contemplated therein or the compliance with the provisions thereof, will conflict with, or constitute on the part of the Company a material violation of, or a material breach of or material default under any indenture, mortgage, commitment, note or other agreement or instrument to which the Company is a party or by which the Company is bound, or any material order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its activities or properties. All consents, approvals, authorizations and orders of governmental or regulatory authorities (except as required under state securities laws) which are required for the Company's execution and delivery of, consummation of the transactions contemplated by, and compliance with the provisions of this Agreement, the Indenture and the Lease have been obtained.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of the knowledge of the Company, threatened, against or affecting the Company, or the actions taken or contemplated to be taken by the Company, nor, to the best of the knowledge of the Company, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the business or financial condition of the Company, or the transactions contemplated by, or the validity or enforceability of, this Agreement, the Indenture or the Lease.

(f) No event has occurred and no condition exists which, upon issuance of the Bonds, would constitute (or with the giving of notice or lapse of time, or both, would constitute) an Event of Default under the Lease.

(g) The Company is not in violation of any provisions of, or in default under any statute, indenture, mortgage, commitment, note or other agreement or instrument to which it is a party or by which it is bound, or any order, rule, regulation or decision of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, which violation would materially and adversely affect its business or financial condition.

Section 5. Purchaser Representations. The Purchaser represents and acknowledges that, as of the date of this Agreement:

(a) The Purchaser is purchasing the Bonds for its own account for investment and with no present intention of distributing or reselling the Bonds or any interest in the Bonds but without prejudice, however, to its right at all times to sell or otherwise dispose of all but not part of the Bond in compliance with the Securities Act of 1933, as amended, the regulations promulgated thereunder, applicable state securities laws and regulations and the terms of the Bonds, upon receipt of appropriate investor representations, an opinion of counsel experienced in securities law matters and satisfactory to the Issuer and in accordance with the applicable terms of the Indenture.

(b) The Purchaser understands that the Bonds are a special limited, and not general, obligation of the Issuer, are payable solely from the Basic Rent received under the Lease and from the security therefor as described in the Indenture but from no other sources. The Purchaser understands that the Bonds are not secured by any obligation or pledge of any monies received or to be received from taxation or from the State or any political subdivision, taxing district, or municipality thereof (including, without limitation, the Issuer), and that the Bonds will never represent or constitute a general obligation, debt or bonded indebtedness of the Issuer, the State, any political subdivision or municipality thereof, and that no right will exist to have taxes levied by the Issuer, the State, any political subdivision or municipality thereof, for the payment of principal of, premium, if any, and interest on the Bonds. The Purchaser understands that payment of the Bonds depends upon the general credit of the Company, and upon the security granted in the Indenture for the Company's obligations under the Lease.

(c) The Purchaser is an affiliate of the Company and has been afforded the opportunity to discuss the business, assets and financial position of the Company with the officers, employees and auditors of the Company; and has received such information concerning the Company and its business, assets and financial position, and the Project (as defined in the Lease) as it deems necessary in making its decision to purchase the Bonds.

(d) The Purchaser is duly and legally authorized to purchase the Bonds, has such knowledge and experience in financial and business matters (including the ownership of municipal conduit obligations) as are required for, and is capable of, evaluating the merits and risks of its purchase of the Bonds, is aware of the intended use of proceeds of the Bonds, and understands that interest on the Bonds is not excludable from gross income for federal income tax purposes.

(e) The Purchaser understands that neither the Issuer nor any of its officials, counsel, consultants or agents has undertaken to furnish any information with respect to the Company or to ascertain the accuracy of any information furnished to the Purchaser with respect to the Company, and the Purchaser has not requested or received any representations from the Issuer with respect to any such information, its accuracy or completeness. The Purchaser waives any requirement of due diligence in investigation or inquiry on the part of the Issuer, its officials, counsel, agents and consultants and all claims, actions or causes of action which the Purchaser may have from and after the date hereof against the Issuer, its officials, counsel, agents and

consultants growing out of any such action which any of the foregoing took, or could have taken, in connection with the authorization, execution, delivery, and sale of the Bonds to the Purchaser or in connection with any statement or representation by the Company which induced the Purchaser to purchase the Bonds.

(f) The Purchaser has received and reviewed copies of the Bond Documents and the Bond Ordinance.

(g) This Agreement constitutes the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

(h) The Purchaser has been informed by the Company and agrees that the Indenture has not been qualified under the Trust Indenture Act of 1939, and that the Bonds (i) are not being registered or otherwise qualified for sale under (a) the Securities Act of 1933, as amended, or (b) the "Blue Sky" laws and regulations of any state, (ii) will not be listed on any stock or other securities exchange, (iii) will not carry a rating from any rating service and (iv) will not be readily marketable. The Purchaser has been informed by the Company and agrees that a legend will be placed on the Bonds certificate or any other documents evidencing ownership of the Bonds to the effect that they have not been registered under the Securities Act of 1933, as amended, or the applicable state "Blue Sky" laws and that they may only be transferred in compliance with the Indenture and applicable securities laws.

(i) The execution, delivery and performance of this Agreement by the Purchaser will not constitute a default under any other agreement by which the Purchaser is bound.

(j) The Purchaser acknowledges that its purchase of the Bonds constitutes a transaction in a bond secured by the Indenture which is, among other things, a personal property security agreement, pursuant to which the Bonds are offered and sold as a unit.

Section 6. Indemnification.

(a) The Company and the Purchaser will, jointly and severally, indemnify, defend and hold harmless the Depository, as defined in the Indenture, each agent and employee of the Depository, the Issuer, each County Commission member, official, agent or employee of the Issuer and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the Issuer (each an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against any and all losses, claims, damages, liabilities, joint or several, or expenses related thereto arising out of or in connection with or caused by any offering, sale or resale of the Bonds in violation of any federal or state securities laws or by an untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact made to any person or caused by an omission or alleged omission of any material fact in connection with the Bonds or the sale, resale or delivery thereof.

(b) In case a claim is made or any action is brought against one or more of the Indemnified Parties based upon the matters described in the preceding paragraph and in respect of which indemnity is sought against the Company or the Purchaser pursuant to the preceding paragraph, the Indemnified Party or Parties seeking indemnity shall promptly notify the Company and the Purchaser, in writing, and the Company and the Purchaser shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by the Company and the Purchaser and approved in writing by the Issuer (provided, that such approval by the Issuer shall not be unreasonably withheld), the payment of all expenses (including reasonable counsel fees and expenses) and the right to negotiate and consent to settlement. If the Company and the Purchaser fail to assume or cause the assumption of the defense of such action or to retain counsel reasonably satisfactory to the Issuer within a reasonable time after notice of the commencement of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company or the Purchaser. If any Indemnified Party is advised in a written opinion of counsel that the defenses of such Indemnified Party should be handled by separate counsel, the Company and the Purchaser shall not have the right to assume or cause the assumption of the defense of such Indemnified Party, but the Company or the Purchaser shall be responsible for the fees and expenses of such separate counsel (the "Separate Counsel") retained by such Indemnified Party. Notwithstanding, and in addition to, any of the foregoing, any one or more of the Indemnified Parties shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnified Party or Indemnified Parties unless the employment of such counsel has been specifically authorized in writing by the Company and the Purchaser. Neither the Company nor the Purchaser shall be liable for any settlement of any such action effected without the written consent of the Company or the Purchaser, but if settled with the written consent of the Company and the Purchaser or if there is a final judgment for the plaintiff in any such action with or without consent, the Company and the Purchaser will indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment.

(c) In order to provide for just and equitable contribution in circumstances in which the indemnity provided for in this Section 6 is for any reason held to be unavailable to the Indemnified Parties in accordance with its terms, the Purchaser and the Company shall contribute to the aggregate losses, liabilities, claims, damages and expenses of the nature contemplated by this Section 6 incurred by the Indemnified Parties in such proportions as determined by a court having jurisdiction of the matter.

(d) The covenants and agreements of the Purchaser and the Company under this Section 6 are joint and several.

Section 7. Conditions. The obligation of the Purchaser to purchase the Bonds and the obligation of the Issuer to sell the Bonds are subject to satisfaction of the following conditions precedent:

(a) The representations of the Issuer, the Purchaser and the Company in this Agreement will be true and correct on and as of the date the Bonds are issued as if made on and as of the Closing Date.

(b) As of the Closing Date, no Default (as defined in the Indenture) or Event of Default (as defined in the Lease) will have occurred and be continuing, and no event will have occurred and be continuing which, with the lapse of time or the giving of notice or both, would constitute a Default or Event of Default.

(c) On or before the Closing Date, all actions required to be taken as of the Closing Date in connection with the Bonds, the Bond Ordinance and the Bond Documents by the Issuer, the Purchaser and the Company will have been taken, and the Issuer, the Purchaser and the Company will each have performed and complied with all agreements, covenants and conditions required to be performed or complied with by the Bond Ordinance and the Bond Documents.

(d) The Indenture will have been duly executed and delivered by the Issuer, the Company, the Purchaser and the Depository. The Lease will have been duly executed by the Issuer and the Company. Each of the Bond Documents, the Bond Ordinance and all other official action of the Issuer relating to the Bonds, the Project (as defined in the Lease) and the Bond Documents will be in full force and effect on the Closing Date and will not have been amended, modified or supplemented on or before the Closing Date.

(e) The Issuer, the Company and the Purchaser will have received the following, each dated the Closing Date:

(i) the approving opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A., Bond Counsel, substantially in the form of Exhibit A;

(ii) the opinion of counsel to the Company, substantially in the form of Exhibit B;

(iii) the opinion of the Attorney for the Issuer, substantially in the form set forth in Exhibit C;

(iv) the opinion of counsel to the Purchaser, substantially in the form set forth in Exhibit D;

(v) a certificate of and with reference to the Issuer and signed by a duly authorized officer of the Issuer to the effect set forth in subsections (a) and (c) of this Section 7 with respect to the Issuer;

(vi) a certificate of and with reference to the Company signed by a duly authorized officer of the Company to the effect set forth in subsections (a), (b) and (c) of this Section 7;

(vii) a certificate of and with reference to the Purchaser signed by a duly authorized officer of the Purchaser to the effect set forth in (a) and (c) of this Section 7;

(viii) a certificate of the Depository signed by a duly authorized officer of the Depository to the effect that (a) he or she is an authorized officer of the Depository; (b) the

Indenture has been duly executed and delivered by the Depository; (c) the Depository has all necessary corporate powers required to execute, deliver and perform its obligations under the Indenture; and (d) to the best of his or her knowledge, the execution and delivery by the Depository of the Indenture and the performance by the Depository of its obligations under the Indenture will not conflict with or constitute a breach of or default under any law, administrative regulation, consent decree or any agreement or other instrument to which the Depository is subject or by which the Depository is bound;

(ix) such additional legal opinions, certificates, proceedings, instruments and other documents as any such party or Bond Counsel may reasonably request; and

(x) an investment intent letter from the Purchaser in the form of the Certificate of Qualified Investor attached to the Indenture.

If any conditions to the obligations of the Purchaser or the Issuer under this Agreement are not satisfied and if the satisfaction of such conditions is not waived by the Purchaser and the Issuer, then, at the option of the Purchaser or the Issuer, respectively in accordance with their interests (1) the Closing Date will be postponed for such period, not to exceed five business days, as may be necessary for such conditions to be satisfied or (2) the obligations of the Purchaser and the Issuer under this Agreement will terminate, and neither the Purchaser nor the Issuer will have any further obligations or liabilities under this Agreement.

Section 8. Survival. All agreements, covenants and representations and all other statements of the Issuer, the Purchaser and the Company and their respective officers set forth in or made pursuant to this Agreement will survive the Closing Date and the delivery of and payment for the Bonds.

Section 9. Notices. Any notice, demand, direction, request, consent, approval, report or other instrument authorized or required by any of the Bond Documents to be executed, given or filed will be in writing and will be deemed to have been sufficiently given or filed for all purposes of the Bond Documents when delivered by hand delivery or on the third Business Day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Issuer:

Torrance County, New Mexico
Attn: County Manager
205 S. Ninth St.
Estancia, NM 87016
Email: wjohnson@tcnm.us

with a copy to: Jill Sweeney, Esq.
Sherman & Howard, L.L.C.
500 Marquette Avenue NW, Suite 1203
Albuquerque, NM 87102
Telephone: (505) 814-6958
E-mail: jsweeney@shermanhoward.com

If to the Purchaser:

If to the Company: La Joya Wind, LLC
251 Little Falls Drive
Wilmington, DE 19808
Attn:
Tel:
E-mail:

Any Party may, by notice to each of the other Parties, designate any further or different addresses to which subsequent notices, certificates or other communications are to be sent.

Section 10. Remedies. No right or remedy conferred on any party in this Agreement is intended to be exclusive of any other right or remedy. No delay or omission of any party to exercise any such right or remedy may be exercised from time to time and as often as the relevant party may deem expedient. No waiver by any party of any right or remedy with respect to any Default or Event of Default will extend to or affect any other existing or subsequent Default or Event of Default.

Section 11. Severability. In case any one or more of the provisions of this Agreement or of the Bonds are for any reason held to be illegal or invalid, such illegality or invalidity will not affect any other provision of any of this Agreement or of the Bonds, but this Agreement and the Bonds will be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement of the Issuer contained in this Agreement or the Bonds are for any reason held to be in violation of law, then such covenant, stipulation, obligation or agreement will be deemed to be the covenant, stipulation, obligation or agreement of the Issuer to the full extent permitted by law.

Section 12. Obligations of Issuer Not Obligations of Officials Individually. No obligation under any of the Bond Documents or the Bonds will be deemed to be an obligation of any present or future officer (including, without limitation, County Commissioners) or employee of the Issuer in his or her individual capacity, and no officer of the Issuer who executes the Bond will be personally liable on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 13. Limitation of Issuer's Liability. No agreements or provisions contained in this Agreement nor any agreement, covenant or undertaking by the Issuer contained in any

document executed by the Issuer in connection with any property of the Company financed, directly or indirectly, out of the Bond proceeds or the issuance, sale and delivery of the Bond will give rise to any pecuniary liability of the Issuer, its officials, employees, agents or members of its governing body or constitute a charge against the Issuer's general credit, or will obligate the Issuer financially in any way, except with respect to the Basic Rent available under the Lease and the Indenture provided by the Company and pledged to the payment of the Bonds, and their application as provided under the Indenture. No failure of the Issuer to comply with any terms, covenants or agreements in this Agreement or in any document executed by the Issuer in connection with the Bonds will subject the Issuer, its officials, employees, agents and members of its governing body to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the funds available under the Lease or the Indenture provided by the Company and pledged to the payment of the Bonds. None of the provisions of the Bond Documents will require the Issuer to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under the Bond Documents. Nothing in this Agreement will preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement in any of the Bond Documents; provided, that no costs, expenses or other monetary relief will be recoverable from the Issuer except as may be payable from the funds available under the Lease or the Indenture provided by the Company and pledged to the payment of the Bonds.

Section 14. Title, Headings. The title and headings of the articles and sections of this Purchase Agreement have been used for convenience only and do not modify or restrict any of the terms or provisions hereof.

Section 15. Execution in Counterparts. This Agreement may be executed in counterparts, all of which taken together will constitute one instrument.

Section 16. Applicable Law. The validity, construction and effect of this Agreement will be governed by the law of the State of New Mexico.

Section 17. Expenses. All costs and expenses relating to the preparation, issuance, delivery and sale of the Bonds and the preparation, execution and delivery of the Bond Ordinance, the Bond Documents and all other agreements, documents and instruments related to the transactions contemplated by the Bond Documents, including the fees and expenses of Issuer's outside review counsel, are to be paid by the Company.

Section 18. Performance of the Parties. The respective obligations of the parties hereunder are subject to the performance by each other party hereto of its own obligations hereunder.

[Signature pages follow]

DATED: _____

_____, as Purchaser

By: _____

Name: _____

Title: _____

LA JOYA WIND, LLC
as Company

By: _____

Name: _____

Title: _____

DATED AS OF _____.

BOARD OF COUNTY COMMISSIONERS
TORRANCE COUNTY, NEW MEXICO

By: _____
Ryan Schwebach, Chair

(SEAL)

ATTEST:

By: _____
Linda Jaramillo, County Clerk

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Exhibit A

Form of Opinion of Bond Counsel

_____, 20__

Torrance County, New Mexico
Estancia, New Mexico

_____ [purchaser]

La Joya Wind, LLC
Wilmington, Delaware

BOKF, NA
Albuquerque, New Mexico

Re: \$385,000,000 Torrance County, New Mexico Taxable Industrial Revenue Bonds (La Joya Wind, LLC Project II), Series 2019B

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance and sale by Torrance County, New Mexico (the "Issuer") of its Taxable Industrial Revenue Bonds (La Joya Wind, LLC Project II), Series 2019B in the maximum principal amount of \$385,000,000 (the "Bonds").

The Bonds will bear interest on the outstanding principal amount at a per annum rate equal to five and 00/100 percent (5.00%). Interest on the Bonds is payable each December 1, beginning December 1, 2020, with the outstanding principal amount of the Bonds plus all interest thereon due and payable in full at their final maturity.

The Bonds are subject to redemption prior to maturity as described in the Indenture dated as of _____, 2019 (the "Indenture") among the Issuer, _____ (the "Purchaser"), La Joya Wind, LLC (the "Company") and BOKF, NA (the "Depositary").

The principal of, interest on and redemption price of the Bonds are not general obligations of the Issuer but special obligations payable solely from the revenues pledged under the Indenture. Neither the faith and credit nor the taxing power of the State of New Mexico or of any of its political subdivisions or municipalities, including the Issuer, is pledged to the payment of the principal of, interest on or redemption price of the Bonds. The principal of, interest on and redemption price of the Bonds will never constitute a debt or indebtedness of the Issuer within the

meaning of any provision or limitation of the constitution or laws of the State of New Mexico. The Bonds will never constitute nor give rise to a pecuniary liability of the State of New Mexico, any of its political subdivisions or of the Issuer or a charge against their general credit or taxing powers.

In connection with the issuance of the Bonds, we have examined (a) a certified copy of Ordinance No. 2019-02 adopted by the Torrance County Commission on April 24, 2019 (the "Master Ordinance") and Ordinance No. 2019- __ adopted by the Torrance County Commission on September 25, 2019 (the "Supplemental Ordinance" and, together with the Master Ordinance, the "Bond Ordinance") authorizing the issuance of the Bonds, pursuant to and under the provisions of NMSA 1978, Sections 4-59-1 to-16 (1975, as amended through 2015) (the "Act"); (b) the executed Bonds; (c) executed counterparts of the Indenture, the Lease Agreement dated as of _____, 2019 (the "Agreement") between the Issuer and the Company and the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement" and, together with the Indenture and the Agreement, the "Bond Documents") among the Purchaser, the Issuer and the Company; and (d) such other opinions, documents, certificates and letters as we deemed relevant in rendering this opinion.

Based on such examination, in our opinion:

1. The Issuer is a political subdivision of the State of New Mexico and has the power and authority, under the constitution and laws of the State of New Mexico, including the Act, to execute and deliver the Bond Documents, and to authorize, execute, issue and deliver the Bonds.
2. The terms and provisions of the Bonds and the Bond Documents comply in all respects with the requirements of the Act.
3. The Bonds have been validly authorized, executed and issued in accordance with the law of New Mexico and represent the valid and binding special obligation of the Issuer.
4. The Bond Documents have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties to the Bond Documents, constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.
5. Neither the offer nor sale of the Bonds to the Purchaser pursuant to the Bond Documents is required to be registered under any federal or New Mexico securities law. The Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended.
6. The issuance and sale of the Bonds to the Purchaser is not subject to Rule 15c2-12 of the Securities and Exchange Commission.

Our opinion in paragraph 4 above, insofar as it relates to the enforceability of the Indenture, is subject to the following qualifications:

- (i) New Mexico law may require that notice of acceleration be given to the Company before foreclosure of the Indenture. *Comer v. Hargrave*, 1979-NMSC-059, 93 N.M. 170, 598 P.2d 213.
- (ii) We express no opinion as to title to or the priority of any lien on or security interest in any real or personal property.
- (iii) NMSA 1978, Section 42A-1-24(C) (2001) provides that a court which has heard and adjudicated a condemnation proceeding has the power over the condemnee's compensation to "make orders as the court deems necessary with respect to encumbrances, liens, rents, insurance and other just and equitable charges."

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result.

Very truly yours,

Exhibit B

Form of Opinion of Counsel to the Company

[_____], 2019

Torrance County, New Mexico
Estancia, New Mexico

_____ [purchaser]

BOKF, NA
Albuquerque, New Mexico

Ladies and Gentlemen:

We have represented La Joya Wind, LLC (the “Company”) in connection with (i) the Lease Agreement dated as of _____, 2019 (the “Agreement”) between Torrance County, New Mexico (the “Issuer”) and the Company, (ii) the Bond Purchase Agreement (the “Bond Purchase Agreement”) dated the date hereof, among _____ (the Purchaser”), the Issuer and the Company, pursuant to which the Purchaser has agreed to purchase the Issuer’s Taxable Industrial Revenue Bonds (La Joya Wind, LLC Project II), Series 2019B in the maximum principal amount of \$385,000,000 to be issued under the Indenture dated as of _____, 2019 (the “Indenture”) among the Issuer, the Purchaser, the Company and the Depository, and (iii) the Indenture. We have reviewed executed copies of the Bond Documents (as defined below), and certificates of officers of the Company and public officials and we have made such other investigations of law and fact as we have deemed necessary. The Agreement, the Indenture and the Bond Purchase Agreement are referred to herein as the Bond Documents.

Based upon the foregoing, in our opinion:

1. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware, is duly registered as a foreign limited liability company under the laws of New Mexico and has duly authorized the execution, delivery and performance of the Agreement, the Indenture and the Bond Purchase Agreement.

2. The execution, delivery and performance by the Company of the Agreement, the Indenture and the Bond Purchase Agreement will not conflict with, contravene, violate or constitute a breach of or default under the articles of organization or operating agreement of the Company or any law, rule, regulation, ordinance, or, to our knowledge, based on a certificate of an officer of the Company, any order, consent, decree, agreement or instrument to which the Company is a party or by which it or its properties, including the Project Property as defined in the Lease, is bound.

3. All necessary authorizations, approvals, consents and other orders of any governmental authority or agency for the execution and delivery by the Company of the Agreement, the Indenture and the Bond Purchase Agreement have been obtained and are in full force and effect.

4. There is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body pending or, to our knowledge, threatened against the Company, which (i) seeks to or does restrain or enjoin the issuance or delivery of the Bond or the execution and delivery of any of the Bond Documents, (ii) in any manner questions the validity or enforceability of the Bonds or any of the Bond Documents, or (iii) questions the authority of the Company to lease or operate any of the Project Property, as defined in the Lease.

5. The Agreement, the Indenture and the Bond Purchase Agreement have been duly authorized, executed and delivered and constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

The opinions expressed in this opinion letter are limited to the federal laws of the United States, the laws of the State of New Mexico, and the Limited Liability Company Act of the State of Delaware.

Very truly yours,

Exhibit C

Form of Opinion of Counsel to the Issuer

[_____], 2019

Torrance County, New Mexico
PO Box 767
205 S. Ninth St.
Estancia, NM 87016

La Joya Wind, LLC
251 Little Falls Drive
Wilmington, DE 19808

\$385,000,000
Torrance County, New Mexico
Taxable Industrial Revenue Bonds
(La Joya Wind, LLC Project II)
Series 2019B

Ladies and Gentlemen:

We have acted as special counsel to Torrance County, New Mexico (the "Issuer") in connection with the issuance by the Issuer of its Taxable Industrial Revenue Bonds (La Joya Wind, LLC Project II), Series 2019B in the maximum principal amount of \$385,000,000 (the "Bonds").

For the purposes of the opinions expressed in this letter, we have examined the following documents:

- A. An executed copy of the Issuer's Resolution No. _____, establishing the Issuer's notice standards.
- B. A copy of the letters from the Issuer to the Torrance County Assessor and to Estancia Municipal School District and Vaughn Municipal Schools each dated _____, notifying such parties of the Issuer's intent to consider the Bond Ordinance (defined below).
- C. The *Affidavit of Publication of Notice of the Intent to Consider the Bond Ordinance* dated as of [INSERT DATE], attesting to the publication of the notice of intent to consider the Bond Ordinance in *The Independent* on _____.

D. The *Affidavit of Publication of Notice of the Intent to Consider the Bond Ordinance* dated as of [INSERT DATE], 2019, attesting to the publication of the notice of intent to consider the Bond Ordinance in *The Independent* on _____.

E. An executed copy of Ordinance 2019-02 adopted by the Issuer on April 24, 2019 and Ordinance No. 2019-__ adopted by the Issuer on September 25, 2019 (collectively, the “Bond Ordinance”).

F. The *Affidavit of Publication of Notice of Adoption of Bond Ordinance* dated as of April __, 2019, attesting to the publication of the notice of adoption of the Bond Ordinance in *The Independent* on _____.

G. The Indenture dated as of _____1, 2019 (the “Indenture”), among the Issuer, _____ (the “Purchaser”), La Joya Wind, LLC (the “Company”) and BOKF, NA (the “Depository”).

H. The Lease Agreement dated as of _____ (the “Lease”), between the Issuer and the Company.

I. The Bond Purchase Agreement dated as of _____ (the “Bond Purchase Agreement”), among the Issuer, the Purchaser and the Company. The Bond Purchase Agreement, together with the Indenture and the Lease are collectively referred to herein as the “Bond Documents”).

J. Minutes from the Torrance County Board of County Commissioners meetings held on April 24, 2019 and September 25, 2019.

K. The Issuer Certificate dated as of the date hereof and delivered by the Issuer in connection with the issuance of the Bonds.

L. The report of the records of the State of New Mexico [Tenth] Judicial District Court and the United States District Court for the District of New Mexico prepared by UCC Search, Inc., on [_____] (the “Court Records Report”).

In addition, we have examined such other records, documents, certificates, opinions and other matters as are in our judgment necessary or appropriate to enable us to render the opinions expressed herein.

Capitalized terms used herein and not otherwise defined in this opinion shall have the meanings ascribed to them in the Bond Documents. As used herein, the term “**knowledge**” means the current actual personal conscious awareness of facts and other information by the lawyers in the undersigned law firm actively involved in preparing this opinion letter, but does not include constructive knowledge or inquiry knowledge. The qualification of any statement in this opinion with respect to the existence or absence of facts “to our knowledge” means that, during the course of our representation, no information has come to the attention of any lawyer in the undersigned law firm actively involved in preparing this opinion letter which would give us actual knowledge

of the existence or absence of such facts. However, we have not undertaken any investigation to determine the existence or absence of such facts, and no inference as to our knowledge thereof shall be drawn from the fact of our representation of any party or otherwise.

Based on our review of the foregoing and the assumptions, qualifications and limitations contained in this opinion, in our opinion:

1. The Issuer is a duly organized and validly existing political subdivision of the State of New Mexico under the Constitution and laws of the State of New Mexico.
2. To our knowledge, Ordinance Nos. 2019-02 and 2019-__ duly adopted by the Torrance County Board of County Commissioners (the "Commission") on April 24, 2019 and September 25, 2019, respectively, (collectively, the "Bond Ordinance") in accordance with all applicable laws and has not been repealed or rescinded.
3. Without opining as to the legality, validity or enforceability of the Bonds, the Indenture, the Lease Agreement and the Bond Purchase Agreement (all as defined in the Bond Ordinance), the adoption of the Bond Ordinance by the Board will not violate any provision of the Constitution or laws of the State of New Mexico.
4. To our knowledge, and based solely upon our examination of the Court Records Report, there is no action, suit, or proceeding before or in the State of New Mexico _____ Judicial District Court and the United States District Court for the District of New Mexico pending against the Issuer which seeks to or does restrain or enjoin the issuance or delivery of the Bonds, or in any manner questions the authority or proceedings for the issuance of the Bonds.

In giving the opinions contained in this letter, we have assumed without investigation:

A. the authenticity of all documents submitted to us as originals, the genuineness of all signatures and the conformity to authentic originals of all documents submitted to us as copies;

B. the truthfulness and accuracy of all factual (in no event legal) matters contained in the representations and warranties in the Bond Documents, the Issuer Certification Instrument, the Court Records Report and in the certificates executed and delivered at closing by officials of the Issuer on the Closing Date;

C. that all statutes, judicial and administrative decisions, and rules and regulations of governmental agencies, constituting the law of New Mexico are generally available (*i.e.*, in terms of access and distribution following publication or other release) to lawyers practicing in New Mexico, and are in a format that makes legal research reasonably feasible; and

D. that the constitutionality or validity of a relevant statute, rule, regulation or agency action is not in issue unless a reported decision binding upon New Mexico courts has specifically addressed but not resolved, or has established, its unconstitutionality or invalidity.

This opinion is limited to the matters expressly stated herein and is based on the assumptions and qualifications set forth herein and no further opinion may be inferred. This opinion is delivered to the addressees hereof in connection with the issuance of the Bonds, and the opinion and all conclusions stated herein may not be quoted or relied upon by any person other than the addressees hereof or for any purpose other than as stated herein without our prior written consent. We make no undertaking to supplement this opinion if facts or circumstances come to our attention or changes in the law occur after the date of this letter.

The foregoing opinions are limited to matters involving the law of the State of New Mexico and the Issuer, and we do not express any opinion as to the laws of any other jurisdiction.

Very truly yours,

,

Exhibit D

Form of Opinion of Counsel to the Purchaser

[_____], 2019

Torrance County, New Mexico
Estancia, New Mexico

La Joya Wind, LLC
Wilmington, Delaware

BOKF, NA
Albuquerque, New Mexico

Ladies and Gentlemen:

We have acted as counsel to _____, LLC (the “Purchaser”) in connection with the Indenture dated as of _____, 2019 (the “Indenture”) among BOKF, NA, as depository (the “Depository”), Torrance County, New Mexico (the “Issuer”), La Joya Wind, LLC (the “Company”) and the Purchaser, and the Bond Purchase Agreement (the “Bond Purchase Agreement”) dated the date hereof among the Purchaser, the Issuer and the Company, pursuant to which the Purchaser has agreed to purchase the Issuer’s Taxable Industrial Revenue Bonds (La Joya Wind, LLC Project II), Series 2019B in the maximum principal amount of \$385,000,000 to be issued under the Indenture. The Indenture, the Bond Purchase Agreement, and the Lease Agreement dated as of _____ between the Company and the Issuer are referred to herein as the “Bond Documents.” In connection with this transaction, we have examined executed copies of the Bond Documents, certificates of officers of the Purchaser and certificates of public officials and have made such other investigations of law and fact as we have deemed necessary.

Based upon the foregoing, in our opinion:

1. The Purchaser is a limited liability company duly organized and validly existing and in good standing under the laws of Delaware.
2. The execution, delivery and performance by the Purchaser of the Indenture and the Bond Purchase Agreement will not conflict with, contravene, violate or constitute a breach of or default under the Articles of Organization or the operating agreement of the Purchaser or any law, rule, regulation, ordinance, or, to our knowledge, based on a certificate of an officer of the Purchaser, any order, consent, decree, agreement or instrument to which the Purchaser is a party or by which it or its property is bound.
3. All necessary authorizations, approvals, consents and other orders of any governmental authority or agency for the execution and delivery by the Purchaser of the Indenture and the Bond Purchase Agreement have been obtained and are in full force and effect.

4. There is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body pending or, to our knowledge, threatened against the Purchaser, which (i) seeks to or does restrain or enjoin the issuance or delivery of the Bonds or the execution and delivery of any of the Bond Documents, or (ii) in any manner questions the validity or enforceability of the Bonds or any of the Bond Documents.

5. The Indenture and the Bond Purchase Agreement constitute legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

This opinion has been delivered at your request for the purposes in connection with the Bond Documents. Without our prior written consent, this opinion is not to be utilized or quoted for any other purpose and no one other than you is entitled to rely thereon. The opinions expressed in this opinion letter are limited to the federal laws of the United States, the laws of the State of New Mexico, and the Limited Liability Company Act of the State of Delaware.

Very truly yours,

TORRANCE COUNTY, NEW MEXICO,
as Issuer

_____, LLC,
as Purchaser

LA JOYA WIND, LLC
as Company

and

BOKF, NA,
as Depositary

INDENTURE

Dated as of _____ 1, 2019

Securing

\$385,000,000
Torrance County, New Mexico
Taxable Industrial Revenue Bonds
(La Joya Wind, LLC Project II)
Series 2019B

This instrument constitutes a security agreement with respect to certain personal property, including certain after-acquired property as set forth herein, under the laws of the State of New Mexico.

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TORRANCE COUNTY, NEW MEXICO, a political subdivision existing under the laws of the State of New Mexico (together with its successors and assigns, the “Issuer”), _____, a Delaware limited liability company (together with its successors and assigns, and transferees of the Bonds, the “Purchaser”), LA JOYA WIND, LLC, a Delaware limited liability company (the “Company”) and BOKF, NA (together with its successors and assigns, the “Depository”), agree:

ARTICLE I - RECITALS

Section 101. The Act. Pursuant to NMSA 1978, Sections 4-59-1 to -16 (1975, as amended through 2015) (the “Act”), the Issuer is authorized to acquire, construct and equip certain industrial or commercial projects and to issue industrial revenue bonds to finance such projects and certain related costs. Such bonds are payable by the Issuer solely out of revenue of the leasing of such projects. Such bonds may be further secured by, among other things, a mortgage and lien upon the properties acquired, constructed and equipped as part of the Project (as defined in Section 102). Under the Act, a project may include land, buildings, machinery, equipment and other property deemed necessary in connection with such project.

Section 102. Government Proceeding. The Company has presented to the Board of County Commissioners of Torrance County, New Mexico (the “Issuer”) a proposal relating to the issuance of taxable industrial revenue bonds to finance the acquisition, construction and installation of wind energy generation facilities and associated electrical generating equipment and real property used to generate electricity from wind energy (the “Project Property”), which is located at a site in the County outside the corporate limits of any municipality (the “Project Site”). The Issuer, by County Ordinance No. 2019-02 adopted on April 24, 2019 (the “Master Ordinance”) as supplemented by County Ordinance No. 2019-___ adopted on September 25, 2019 (the “Supplemental Ordinance”, and together with the Master Ordinance, the “Ordinance”) authorized, among other matters, (i) the issuance of its Torrance County, New Mexico, Taxable Industrial Revenue Bonds (La Joya Wind, LLC Project II), Series 2019B (the “Series 2019B Bonds” or the “Bonds”), in the principal amount not to exceed \$385,000,000 with the Bonds being substantially in the form of Exhibit A, and (ii) the execution and delivery of this Indenture.

Section 103. Indenture; Lien; Collateral Pledge. The Bonds are to be issued under this Indenture (together with any and all amendments and supplements, this “Indenture”), which constitutes a collateral pledge of the Agreement (defined below).

Section 104. The Agreement. The Issuer has entered into a Lease Agreement (together with any and all amendments and supplements, the “Agreement”), dated as of the date of this Indenture, with the Company under which the Issuer has leased the Project Property to the Company, and the Company has agreed to make rental payments in amounts sufficient to pay the principal of, interest on and redemption price of the Bonds. For the purpose of providing security for the payment of the principal of, interest on and redemption price of the Bonds, the Issuer wishes to assign to the Purchaser certain of its interests in the Agreement but reserving its rights under the Agreement to certain payments, reimbursement for certain costs and expenses, and to give consents and to be indemnified.

Section 105. Conditions Precedent Performed. The Issuer is not aware of any act, condition or thing required on the part of the Issuer by the Constitution and laws of the State of New Mexico to happen, exist or be performed precedent to and in the execution and delivery of this Indenture, the Agreement and the issuance of the Bonds, except such as do exist and have happened and been performed.

ARTICLE II - DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 201. Meanings of Words and Terms. All capitalized words and terms defined in the Agreement have the same meanings when used in this Indenture if not also defined in this Indenture. Defined terms in all Bond Documents have consistent meanings unless otherwise expressed. In addition:

“Acquisition Fund” has the meaning assigned in Section 701.

“Act” has the meaning assigned in Section 101.

“Advance” has the meaning assigned in Section 702.

“Agreement” has the meaning assigned in Section 104.

“Authorized Company Representative” means any one of the persons at the time designated to act on behalf of the Company in a certificate furnished to the Issuer and the Depository containing the specimen signatures of such persons and signed on behalf of the Company by an officer of the Company.

“Bond Documents” means this Indenture, the Agreement and the Bond Purchase Agreement.

“Bond Fund” has the meaning assigned in Section 602.

“Bond Purchase Agreement” means the Bond Purchase Agreement dated the date of the execution and delivery of this Indenture among the Purchaser, the Issuer and the Company.

“Bonds” have the meaning assigned in Section 102.

“Business Day” means any day that is not a Saturday or Sunday or a day on which banking institutions in the State or in the City in which payment is to be made are authorized or required to close.

“Certificate of Qualified Investor” means the certificate attached hereto as Exhibit D.

“Company” has the meaning assigned in the first paragraph of this Indenture.

“Completion Certificate” means a certificate by the Company certifying that the Project is complete and all costs have been paid for or provisions have been made for their payment, in the form attached hereto as Exhibit C.

“Depository” has the meaning assigned in the first paragraph of this Indenture.

“Event of Default” has the meaning assigned in Section 901.

“Final Maturity Date” means the thirtieth anniversary of the date of this Indenture.

“Indenture” has the meaning assigned in Section 103.

“Issue Date” means the date of issuance and delivery of the Bond to the Purchaser.

“Issuer” has the meaning assigned in the first paragraph of this Indenture.

“Lender” or “Lenders” means any and all persons or successors in interest thereof lending money or extending credit related to the Project (including any financing lease, monetization of tax benefits, back-leverage financing or credit derivative arrangement) to the Company or to an Affiliate of the Company including: (i) for the construction, permanent or interim financing or refinancing of the Project; (ii) for working capital or other ordinary business requirements of the Project (including the maintenance, repair, replacement or improvement of the Project); (iii) for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Project; (iv) for any capital improvement or replacement related to the Project; or (v) for the purchase of the Project Property and related right from the Company, and/or (b) participating (directly or indirectly) as an equity investor in the Project primarily in connection with the utilization of applicable federal tax credits or tax depreciation benefits associated with holding an ownership interest in the Project, or (c) participating as a lessor under a lease finance arrangement relating to the Project (which arrangement shall not be deemed to include the Lease Agreement, and which person or persons shall not include Company or any of its Affiliates).

“Ordinance” or “Bond Ordinance” has the meaning assigned in Section 102.

“Parties” means the Company, the Issuer, the Purchaser and the Depository.

“Party” means any one of the Parties.

“Payment Date” means the each date for payment of principal and interest due on the Bonds.

“Payment of the Bonds” means payment in full of the principal of, interest on and redemption price of the Bonds in accordance with their terms and the provisions of this Indenture and payment of all fees and expenses of the Issuer, the Purchaser and the Depository payable by the Company under this Indenture, the Agreement or the Bond Purchase Agreement.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision.

“Project” means the acquisition, construction and installation of the Project Property.

“Project Property ” means (i) wind energy generation equipment, towers, transformers and associated electrical generating equipment used to generate electricity from wind energy and other personal property of any kind whether now owned or hereafter acquired with the proceeds of the Bonds prior to the Completion Date as further described in Exhibit A of the Agreement and (ii) any rights of the Company in, or related to, the Project Property now owned or hereafter acquired under easements, agreements or leases assigned to the Issuer.

“Project Site” means the real property in Torrance County, New Mexico described in Exhibit A to the Agreement.

“Record Date” means each December 1 while the Bonds are outstanding.

“Related Costs” means expenditures incurred or to be incurred by the Company with respect to the Project, including, without limitation, the acquisition, installation, construction and commissioning of the Project Property.

“State” means the State of New Mexico.

Section 202. Rules of Construction.

(a) The captions and headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

(b) All references in this Indenture to particular articles, sections or exhibits are references to articles or sections of or exhibits to this Indenture unless some other reference is established.

(c) Any inconsistency between the provisions of the Agreement and the provisions of this Indenture will be resolved in favor of the provisions of the Agreement.

Section 203. Bonds Not General Obligations of Issuer. Neither the faith and credit nor the taxing power of the State or of any of its political subdivisions, including the Issuer, is pledged to the payment of the principal of, interest on or redemption price of the Bonds. The Bonds will be payable by the Issuer solely out of the Basic Rent, proceeds and receipts and other security pledged hereby. The principal of, interest on and redemption price of the Bonds will never constitute a debt or indebtedness or general obligation of the Issuer within the meaning of any State constitutional provision or statutory limitation. The Bonds will never constitute or give rise to a pecuniary liability of the Issuer or be a charge against its general credit or a charge against the general credit or the taxing powers of the State or any political subdivision thereof.

ARTICLE III - GRANT

Section 301. Assignment and Pledge. In consideration of the purchase of the Bonds by the Purchaser, and in order to secure the payment of the principal of (including, without limitation, all sums advanced by the Purchaser, with interest thereon, in accordance with the terms of this Indenture and the other Bond Documents (all references in this Indenture to the payment of principal of the Bonds shall include such sums)), interest on and redemption price of the Bonds, and in order to secure the performance by the Issuer of its obligations under this Indenture and the Bonds, the Issuer assigns and pledges to the Purchaser and grants a mortgage and a security interest to the Purchaser in: (i) all the Issuer's right, title and interest in and to the Agreement and any other easement, lease, sublease, license, concession or other grant of a possessory or use interest in the Project Property to the extent the Issuer has any interest therein but reserving its rights under the Agreement to payments under Sections 5.3(b), 6.2, 6.3 and 6.4 of the Agreement, to reimbursement for certain costs and expenses, to receive notices, to give consents and to be indemnified; (ii) the moneys and investments in the Acquisition Fund and the Bond Fund and all reserves payable to the Issuer pursuant to the Agreement or this Indenture (including, without limitation, insurance and eminent domain proceeds) with respect to the Project Property; (iii) all lease rentals, revenues, profits, and receipts receivable by or on behalf of the Issuer from the Project Property; and (iv) the Project Property.

Section 302. Release. If (i) the principal of and interest on the Bonds are paid by the Issuer in full to the Bond Fund, as provided for herein, (ii) the Purchaser has received all sums due it under the Bond Documents, and (iii) the Issuer keeps, performs and observes all agreements, covenants and provisions under this Indenture, then all obligations of the Issuer as to the Bonds under this Indenture will terminate, and the Purchaser will cancel and discharge the lien of this Indenture and execute and deliver to the Issuer and the Company such instruments in writing as may be required to evidence such discharge. The Clerk of the Issuer is authorized to accept a certificate of the Purchaser stating that all principal and interest due on the Bonds has been paid as evidence of the satisfaction of this Indenture.

ARTICLE IV - AUTHORIZATION, FORM, EXECUTION AND DELIVERY OF BONDS

Section 401. Authorization; Authorized Amount of the Bond. The Bonds are hereby authorized to be issued under this Indenture and secured by this Indenture. The Bonds will be issued as one series of fully registered bonds without coupons, in the maximum principal amount not to exceed \$385,000,000. The Bonds will be numbered consecutively beginning with R-1. The Bonds may not be issued under this Indenture except in accordance with this Article.

Section 402. Form of Bond. The Bonds will be in substantially the form of Exhibit A. The Bonds will be dated the date of the execution and delivery of this Indenture and will bear interest on Advances made pursuant to Section 702 at the rate of Five and No/100 percent (5.000%). All interest on the Bonds will be calculated from the date of advance for all periods on the basis of a 360-day year of twelve thirty-day months. Accrued interest shall be payable annually on each December 1, beginning December 1, ____ [to be confirmed], with the outstanding principal amount of the Bonds plus all unpaid interest thereon due and payable in full on the Final Maturity

Date. Principal and interest, as applicable, will be payable by the Issuer from the Basic Rent received from the Company to the owner of the Bonds on the immediately preceding Record Date upon presentation of the Bonds for cancellation at the offices of the Issuer. All payments will be made in lawful money of the United States.

Section 403. Execution and Delivery; Payment. The Bonds will be signed by the Chairperson of the Board of County Commissioners of the Issuer or other officer designated by the Board to sign the Bonds, and delivered to the Purchaser on the date of the execution and delivery of this Indenture. Subject to the terms and conditions of the Bond Purchase Agreement, the Purchaser will purchase the Bonds and will pay the purchase price of the Bonds to the Issuer as set forth in Section 701.

Section 404. Registration and Transfer of the Bonds. The Company, on behalf of the Issuer, will cause to be kept at its office a book for the registration and transfer of the Bonds. The registration book will be open to inspection by the Issuer upon advance notice during the Company's normal business hours.

The Bonds, together with the obligation to fund advances thereunder, may be transferred by the Purchaser in whole, but not in part, in person or by duly authorized attorney, in the registration book upon (i) surrender of the Bonds, (ii) delivery of a written transfer instrument, and (iii) compliance with Securities Act of 1933, as amended (the "Federal Securities Act"), and applicable state securities laws as established to the satisfaction of the Issuer, and delivery to the Issuer and the Company of (A) an opinion, in form and substance satisfactory to the Issuer, from legal counsel experienced in securities laws matters, which counsel must be satisfactory to the Issuer, to the effect the transfer complies with the Federal Securities Act and applicable state securities laws and (B) written representations from the transferee, in form and substance satisfactory to the Issuer (including, but not limited to the form of Certificate of Qualified Investor), necessary to establish such compliance all as further set forth in the Bond form attached as Exhibit A. Such Issuer approval shall be in writing. The Issuer agrees that it will cooperate in delivering a new Bond, registered in the name of the transferee. The person requesting the transfer will pay any tax or fee or other charge imposed on the transfer and will pay the Issuer's expenses in connection therewith. The Issuer may deem and treat the person in whose name the Bond is registered as the absolute owner thereof for the purpose of receiving payment and for all other purposes, and all such payments made to any such registered owner or upon its written order will be valid and effectual to satisfy and discharge the liability upon the Bond, to the extent of the sum or sums paid; and the Issuer will not be affected by any notice to the contrary.

The Issuer acknowledges that the Purchaser may assign its rights to receive payments of principal, interest and any amounts due under the Bonds to any party without the consent of the Issuer.

Section 405. Lost, Stolen, Destroyed and Mutilated Bond. If the Issuer receives satisfactory evidence that any Bonds have been lost, stolen, destroyed or mutilated and receives satisfactory indemnity, and the mutilated Bonds are surrendered and cancelled, then the Issuer will execute and deliver new Bonds. The applicant for new Bonds will pay any charges and expenses in connection with the issuance of the new Bonds. New Bonds issued under this Section 405 will

be an original contractual obligation of the Issuer and will be entitled to all of the benefits of this Indenture. The provisions of this Section 405 with respect to the replacement of the lost, stolen, destroyed or mutilated bonds are exclusive.

Section 406. Cancellation and Destruction of the Bonds by Issuer. If the Bonds are delivered to the Issuer for cancellation, the Bonds will be cancelled immediately and destroyed by the Issuer.

Section 407. Application of Payments for Bonds. All payments received by or on behalf of the Issuer under the Agreement with respect to the Bonds will be applied first to accrued interest on the Bonds on the next date for the payment of such interest and, second, to the unpaid principal of the Bonds. If such payments exceed accrued interest on and the unpaid principal of the Bonds, and any other amounts owed, the excess will be paid to the Company. The parties acknowledge that the Company may pay, discharge and redeem the Bonds by offsetting amounts owed under the Bonds to the Purchaser against monies owed to the Company by the Purchaser, including but not limited to monies advanced by or on behalf of the Company to or on behalf of the Purchaser in anticipation of making Bond advances under this Indenture.

ARTICLE V - REDEMPTION

Section 501. Redemption. If the Company gives notice to the Issuer, the Depositary and the Purchaser pursuant to Article IX of the Agreement that the Company has elected to cause redemption of the Bonds in full or in part and the Company pays the redemption price, all or such portion of the Bonds will be deemed redeemed by the Issuer on the date indicated in such notice at a redemption price equal to the principal amount to be redeemed plus accrued interest on such principal amount to the redemption date. If the Company redeems the Bonds in full before the Completion Date, any monies held in the Acquisition Fund shall be returned to the Company.

ARTICLE VI - BOND REVENUES AND FUNDS

Section 601. Source of Payment of the Bonds. The Bonds and all payments by the Issuer under this Indenture are not general obligations of the Issuer, and shall never constitute indebtedness of the Issuer, but are the limited, special obligations of the Issuer payable solely from revenues and receipts derived from the leasing of the Project Property under the Agreement and other security pledged to payment of the Bonds under this Indenture. The Project Property has been leased under the Agreement and the Basic Rent is to be remitted by the Company directly to the Purchaser on or before each Payment Date, subject to the rights of offset set forth in Section 5.4(b) of the Agreement. The portion of the Basic Rent necessary to pay amounts owing on the Bonds is to be deposited in the Bond Fund (except for any payments which are satisfied pursuant to the exercise of the right of offset as set forth in Section 5.4(b) of the Agreement). The Basic Rent is sufficient in amount to insure the prompt payment of the principal and accrued interest on the Bonds and the entire amount of the Basic Rent is pledged to the payment of principal and accrued interest on the Bonds.

Section 602. Creation of the Bond Fund, Payments. A fund shall be created for the benefit of Issuer by the Company and designated "La Joya Wind, LLC Project II Series 2019B

Bond Fund” (the “Bond Fund”). There will be deposited into the Bond Fund, as and when received (i) the Basic Rent (except to the extent offset pursuant to Section 5.4(b) of the Agreement), and (ii) all other moneys required to be deposited into the Bond Fund pursuant to this Indenture and the Agreement. The interest and other income received on investments of the Bond Fund moneys as provided in Section 708 will be retained in the Bond Fund. The Company covenants that so long as the Bonds are outstanding, it will deposit or cause to be deposited solely from the sources stated in Section 601, into the Bond Fund for Issuer’s account, sufficient sums from revenues and receipts from the Project Property promptly to meet and pay the installments of interest, or of principal and interest, as applicable, on the Bonds (except to the extent that any payments of principal, interest or redemption price are to be made pursuant to the right of offset set forth in Section 5.4(b) of the Agreement). The Parties acknowledge that NMSA 1978, Section 4-59-3 (2002) provides that it is not intended that any county itself be authorized to operate any manufacturing, industrial or commercial enterprise under the Act and, accordingly, the Issuer has no intention of taking possession of or operating the Project Property.

Section 603. Use and Custody of the Bond Fund. The moneys in the Bond Fund will be used solely for payment of principal of and interest on the Bonds, except as provided in Sections 604 and 905. The Bond Fund will be in the custody of the Company, and the Company will withdraw sufficient funds from the Bond Fund to pay the installments of principal and interest on the Bonds as due (except to the extent that any payments of principal, interest or redemption price are to be made pursuant to the right of offset set forth in Section 5.4(b) of the Agreement).

Section 604. Repayment to the Company from the Bond Fund. Any amounts remaining in the Bond Fund after actual payment in full of the Bonds, the fees, charges and expenses of the Issuer and the Purchaser, administrative expenses and other amounts required to be paid by the Company under the Agreement will be paid to the Company upon expiration of the Agreement.

Section 605. Investments. Moneys on deposit in the Bond Fund may be invested and reinvested by the Company. Such investments will be deemed at all times to be a part of the Bond Fund. Any interest received on any such investment and any profit realized from such investment will be credited to the Bond Fund. Any loss resulting from any such investment will be charged to the Bond Fund. The Company will use all reasonable efforts to sell at the best price obtainable or present for redemption any such investment when necessary in order to provide cash to meet any payment or transfer from the Bond Fund.

Section 606. Non-presentment of the Bonds. If the Bonds are not presented for payment when the final payment of principal and interest is due, and if there are funds sufficient to make such final payment deposited with the Company, all liability of the Issuer for payment of the Bonds will cease. Interest shall not accrue after the Final Maturity Date. The Purchaser will be restricted to such funds for any claim against the Issuer relating to the Bonds.

Section 607. No Liability. The Issuer will not be liable or responsible for any misapplication of funds, loss, liability or expense (or failure to realize profits) with respect to the Bond Fund and Company shall indemnify and hold the Issuer harmless from and against all claims,

liabilities or whatsoever nature arising from or relating to the Bond Fund or Company's management of the Bond Fund.

ARTICLE VII - ACQUISITION FUND

Section 701. Creation of the Acquisition Fund; Deposits. A fund is hereby created with the Depository and designated "La Joya Wind, LLC Project II Series 2019B Acquisition Fund" (the "Acquisition Fund"). Subject to the terms of the Bond Purchase Agreement, the Purchaser will purchase the Bonds on the date of execution and delivery of the Indenture and will pay the purchase price of the Bonds through the Advances described in Section 702. The proceeds of the sale of the Bonds, the interest and other income received on investments of the Acquisition Fund moneys as provided in Section 708 will be retained in the Acquisition Fund. The moneys in the Acquisition Fund will be held by the Depository and will be applied to the payment of Related Costs and, pending such application, will be subject to a lien in favor of the Purchaser or its assignee to secure payment of principal and accrued interest on the Bonds. The Acquisition Fund will be in the custody of the Depository, and the Depository is authorized and directed to wire from or issue checks on the Acquisition Fund for the payment of Related Costs pursuant to Section 702.

Section 702. Disbursements. The Company may request Advances from time to time to finance the Project (each, an "Advance") by delivery of a Requisition Notice to the Purchaser and the Depository in the form attached hereto as Exhibit B (the "Requisition Notice"). On or before the fifth business day following receipt of the Requisition Notice from the Company requesting an Advance, so long as no Event of Default has occurred and is continuing, the Purchaser will pay or cause to be paid the amount of the Advance requested in such Requisition Notice to the Depository for deposit in the Acquisition Fund, provided, however, that the aggregate amount of such Advances shall not exceed \$385,000,000 for the Series 2019B Bonds. The Depository will make payments of Related Costs from the Acquisition Fund not later than the business day following the date of receipt of payment of the amount of the Advance from Purchaser, provided that immediately available funds are on deposit therein. The records of the Depository will be conclusive as to the aggregate amount of Advances requested and made, absent manifest error. The Purchaser is authorized to endorse on the schedule attached to the Bonds the date and amount of each such Advance. Failure to make any such endorsement or any error in such endorsement will not affect the rights or obligations of any of the Parties on or with respect to the Bonds. The Requisition Notice signed by an Authorized Company Representative shall state to whom the payment is to be made, the general purpose for which the obligation to be paid was incurred, and that:

(a) obligations in the stated amounts were incurred for Related Costs and are due and payable (or, if the Company is indicated as the payee, were duly paid by the Company) and that each item is a proper charge against the Acquisition Fund and has not been the subject of a previous withdrawal from the Acquisition Fund; and

(b) to the best knowledge of such Authorized Company Representative there has not been filed with or served upon the Issuer or the Company notice of any lien, right or attachment upon, or claim, other than such lien, right, attachment or claim as are filed or made in the ordinary course of constructing and operating the Project, affecting the right of any such payees

to receive payment of, the respective amounts stated in such requisition which has not been released or will not be released simultaneously with the payment of such obligation; and

(c) with respect to any item for payment for labor or to contractors, builders or materialmen, (i) the obligations stated have been properly incurred, (ii) such work was actually performed or such materials or supplies were actually furnished or installed in or about the Project, and (iii) either such materials or supplies are not subject to any lien or security interest or any such lien or security interest will be released or discharged upon payment of the requisition.

Section 703. Records. The Depository will keep and maintain all Requisition Notices and adequate records pertaining to the Acquisition Fund, and payments made therefrom, which will be open to inspection by the Issuer, the Purchaser, the Company, or their agents, upon advance notice, during normal business hours.

Section 704. Depository May Rely on Requisitions. All writings, requisitions and certificates received by the Depository as conditions of payment from the Acquisition Fund, and which are proper and complete on their face, may be conclusively relied upon by the Depository and will be retained by the Depository, subject at all reasonable times, upon advance notice, to examination by the other Parties and their respective agents and representatives.

Section 705. Status Reports. At least annually, the Depository will make a written report covering all receipts and moneys then on deposit in the Acquisition Fund, and will report any investments of such moneys and all transfers and disbursements of such moneys as of and for the preceding year. The reports will be prepared in conformity with the provisions of this Indenture, and copies of each report will be filed with the Purchaser, the Company, and, if requested by the Issuer, with the Issuer, not later than the fifteenth day of the month following the year covered by the report.

Section 706. Completion Date. Upon receipt of a certificate substantially in the form of Exhibit C signed by an Authorized Company Representative establishing the Construction Completion Date, as established in Section 4.4 of the Agreement, the Depository will set aside in the Acquisition Fund the moneys necessary for the payment of the Related Costs incurred by the Company but not then due or payable as set forth in such certificate, and then will transfer any other moneys remaining in the Acquisition Fund to the Company or its assignee.

Section 707. Payment on Acceleration. If the Purchaser declares the unpaid principal of and accrued interest on the Bonds to be immediately due and payable pursuant to Section 902(a), the Depository will promptly, upon receipt of notice of such declaration from the Purchaser or its assignee, return all moneys then held for the credit of the Acquisition Fund in accordance with Section 905 to the Purchaser or its assignee for application to the unpaid principal of and accrued interest on the Bonds.

Section 708. Investments. Moneys on deposit in the Acquisition Fund may be invested and reinvested by the Depository, at the written direction of an Authorized Company Representative. Any portion of the proceeds from the sale of the Bonds or any accrued interest, in the event the money will not be needed for the Project may be applied to the payment of principal

and interest on the Bonds or invested as provided in Section 4-59-9 NMSA 1978. Such investments will be deemed at all times to be a part of the Acquisition Fund. Any interest received on any such investment and any profit realized from such investment will be credited to the Acquisition Fund. Any loss resulting from any such investment will be charged to the Acquisition Fund. The Depositary will use all reasonable efforts to sell at the best price obtainable or present for redemption any such investment when necessary in order to provide cash to meet any payment or transfer from the Acquisition Fund. Neither the Depositary nor the Issuer will be responsible for any loss, liability or expense (or failure to realize profits) resulting from any such investment. The Depositary may make any such investment through its own or its affiliated bond or investment department, unless otherwise directed in writing by an Authorized Company Representative.

Section 709. No Liability. Issuer will not be liable or responsible for any misapplication of funds, loss, liability or expense (or failure to realize profits) with respect to the Acquisition Fund and the Company shall indemnify and hold Issuer harmless from and against all claims, liabilities or whatsoever nature arising from or relating to the Acquisition Fund or the Company's management of the Acquisition Fund.

ARTICLE VIII - PARTICULAR COVENANTS AND PROVISIONS

Section 801. Extent of Covenants; Disclaimer of Liability. It is expressly made a condition of this Indenture that any covenants, stipulations, obligations, representations or agreements herein contained or contained in the Bonds or this Indenture do not and will never give rise to a personal or pecuniary liability of any present or future officer, employee or agent of the Issuer, or be a charge against the general credit or taxing powers of the Issuer, and in the event of a breach of such covenant; stipulation, obligation, representation or agreement, no personal or pecuniary liability of any present or future officer, employee or agent of the Issuer, or charge payable by the Issuer directly or indirectly from the revenues of the Issuer, other than the Basic Rent, will arise therefrom. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR OF ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE ISSUER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, INTEREST ON OR REDEMPTION PRICE OF THE BONDS. THE PRINCIPAL OF, INTEREST ON AND REDEMPTION PRICE OF THE BONDS WILL NEVER CONSTITUTE A DEBT OR INDEBTEDNESS OR GENERAL OBLIGATION OF THE ISSUER WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR LAWS OF THE STATE. THE BONDS OR THIS INDENTURE WILL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE STATE, ANY OF ITS POLITICAL SUBDIVISIONS OR OF THE ISSUER OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS. NONE OF THE PROVISIONS OF THIS INDENTURE SHALL REQUIRE THE ISSUER TO EXPEND OR RISK ITS OWN FUNDS OR TO OTHERWISE INCUR FINANCIAL LIABILITY IN THE PERFORMANCE OF ANY OF ITS DUTIES OR IN THE EXERCISE OF ANY OF ITS RIGHTS OR POWERS HEREUNDER.

Section 802. Performance; Authority. The Issuer covenants that it will faithfully perform all covenants and provisions contained in this Indenture and in the Bonds. The Issuer represents that it is duly authorized under the Constitution and laws of the State of New Mexico, including the Act, to issue the Bonds, to execute and deliver this Indenture, to grant a security

interest in the property described in this Indenture, to pledge the rentals and other revenues described in this Indenture and that it has, to its knowledge, taken all actions required on its part for the issuance of the Bonds, and for the execution and delivery of this Indenture and the Agreement.

Section 803. Office or Agency. The Issuer will maintain an office or agency in Torrance County, New Mexico, while the Bonds are outstanding and where demands with respect to this Indenture or the Bonds may be made. The office of the County Clerk of the Issuer will be such agency until further notice.

Section 804. Obligations Under the Agreement. The Issuer: (i) will perform all of its obligations under the Agreement; (ii) will not execute or agree to any change, amendment or modification of or supplement to the Agreement except in accordance with the provisions thereof and Section 1101 of this Indenture; and (iii) will not agree to any abatement, reduction or diminution of the Basic Rent without the written approval of the Purchaser. The parties acknowledge that the Issuer has no obligation to enforce the Agreement but any actions taken by the Issuer to enforce the Agreement shall be at the expense of the Company.

Section 805. Use and Possession by the Company. So long as not otherwise provided in this Indenture or the Agreement, the Company will be permitted to possess, use and enjoy the Project Property so as to carry out its obligations under the Agreement.

Section 806. Instruments of Further Assurance. The Issuer will, at the expense of the Company or the Purchaser, execute, acknowledge, deliver and perform such supplemental indentures or such further acts, instruments, documents and transfers as the Depository or the Purchaser may reasonably require for better assuring, transferring, mortgaging and pledging unto the Depository or the Purchaser all the property and revenues and receipts pledged to the payment of the Bonds under this Indenture.

Section 807. Recording of Indenture, Supplemental Indentures and Other Documents. The Company will cause this Indenture, the Agreement, and all supplements to this Indenture and the Agreement, as well as all security instruments, financing statements, continuation statements and any other instruments as may be required, to be recorded or filed in such manner and places as required to fully preserve and protect the security of the Purchaser and the rights of the Depository, including recording in the real estate records of Torrance County, New Mexico. The Depository will have no responsibility to make any such filings except for filings as the Company may from time to time request, and the Issuer will have no responsibility to make any such filings.

ARTICLE IX - EVENTS OF DEFAULT AND REMEDIES

Section 901. Events of Default. Each of the following events is an "Event of Default:"

(a) Failure to pay any installment of principal or interest due under the Bonds when due and such failure continues unremedied for a period of 30 days after the provision by the Issuer or the Purchaser of written notice of non-payment;

(b) An Event of Default under the Agreement or any other Bond Document (other than this Indenture) occurs and is continuing;

(c) The Issuer, the Company or the Depository fails to perform any covenant contained in this Indenture or the Bond Documents, other than as specified in subsections (a) and (b) above, and such failure is not cured within 30 days after receipt by the Company of the written notice of such failure unless the Purchaser shall agree in writing to the extension of such time prior to its expiration.

(d) Any bankruptcy, insolvency, reorganization, etc. of the Issuer, the Company or the Depository.

Section 902. Remedies on Events of Default. Upon the occurrence of an Event of Default, the Purchaser will have the following rights and remedies:

(a) Acceleration. The Purchaser or its assignee may, by written notice given to the other Parties, declare the principal amount of the Bonds outstanding to be immediately due and payable and principal and interest thereon will become immediately due and payable; provided, however, that the Purchaser or its assignee, by written notice to the other Parties, may annul such declaration and destroy its effects and waive any such default: (i) if all covenants, conditions and agreements with respect to which such default shall have been made shall be fully performed, (ii) all arrears shall have been paid on any installment of interest and principal which has been theretofore due, plus (to the extent permitted by law) interest thereon from the due dates, and (iii) all reasonable charges and expenses of the Issuer, the Purchaser, the Depository and their agents and counsel shall have been paid or provided for. Any such declaration that the Bonds are due and payable will be deemed to be a redemption of the Bonds;

(b) Suit for Judgment on the Bonds. The Purchaser will be entitled to sue either for the specific enforcement of any covenant or agreement contained herein, or in any of the Bond Documents, or in and of the execution of any power herein granted and/or for and recover judgment, either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture or for the enforcement of any of its rights, but any such judgment against the Issuer will be enforceable only against the funds and accounts related to and held under this Indenture for the Bonds. There will not be authorized any deficiency judgment against the Issuer. No recovery of any judgment by the Purchaser will in any manner or to any extent affect the lien of this Indenture or any rights, powers or remedies of the Purchaser hereunder, but such lien, rights, powers and remedies of the Purchaser will continue unimpaired; and

(c) Enforcement of Rights under Agreement. The Purchaser or its assignee may, as assignee of specified interests of the Issuer in the Agreement, enforce any remedy available to the Issuer under the Agreement (except the remedies of the Issuer pursuant to Section 8.3 of the Agreement) and under any other lease, sublease, license or other grant of a possessory or use interest in the Project Property.

No right or remedy confirmed on any Party hereunder is intended to be exclusive of any other right or remedy confirmed on such Party hereunder, but each and every such right or remedy will be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute; provided, that the remedy of Purchaser in respect of an Event of Default or other breach hereunder or any other Bond Document shall be limited in all cases to those expressly provided in Section 902.

Section 903. Rights and Remedies of Purchaser. The Purchaser will not have the right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust related thereto or for the appointment of a receiver or any other remedy hereunder, unless an Event of Default has occurred and is continuing of which the Company has been notified, it being understood and intended that the Purchaser will not have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its actions or to enforce any right hereunder except in the manner herein provided. Nothing in this Indenture will, however, affect or impair the right of the Purchaser to enforce the payment of the principal of and interest on the Bonds, when due or at and after the maturity thereof, or the obligation of the Issuer to pay the principal and interest on the Bonds at the time and place and from the revenues provided in this Indenture or in the Bonds.

Section 904. Issuer and Depository Not Responsible. Neither the Issuer nor the Depository has any responsibility or right to act on behalf of the Purchaser with respect to any Event of Default. All rights and remedies arising from or related to any Event of Default are solely the rights and remedies of the Purchaser; provided that, upon request and at the expense of the Purchaser, the Issuer will cooperate with the Purchaser in the lawful enforcement of such rights and remedies upon receipt of indemnity satisfactory to the Issuer in the Issuer's sole discretion against any out-of-pocket costs and expenses incurred by the Issuer in its sole discretion (including any counsel fees and expenses) or liability the Issuer may incur or suffer as a result of or in connection with such cooperation.

Section 905. Application of Moneys. All moneys received by the Purchaser pursuant to any right given or action taken under the provisions of this Article will, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys, be applied (i) first to pay the fees and expenses of the Issuer and the Depository; (ii) then to pay sums advanced by the Purchaser (other than Advances) pursuant to the Bond Documents, with interest thereon; (iii) then to the payment of charges due the Purchaser pursuant to the Bond Documents, and (iv) then to the payment of interest and principal and premium, if any, due and unpaid on the Bonds. Whenever moneys are to be applied pursuant to the provisions of this Section 905, such moneys will be applied at such times, and from time to time, as the Purchaser will determine.

Whenever the Bonds and interest thereon have been paid under the provisions of this Section 905 and all expenses and charges of the Purchaser, the Issuer and the Depository (and their respective counsel and agents) have been paid, any balance remaining will be paid to the Company.

Section 906. Purchaser to File Proofs of Claim. In the case of any insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceedings affecting the Project Property or the Company, the Purchaser and the Issuer will, to the extent

permitted by law, be entitled to file such proofs of claims and other documents as may be necessary or advisable in order to have claims of the Purchaser or the Issuer, respectively, allowed in such proceedings for the entire amount due and payable by the Issuer, or by the Company, as the case may be, under the Indenture or the Agreement, at the date of the institution of such proceedings and for any additional amounts which may become due and payable after such date.

Section 907. Delay or Omission; No Waiver. No delay or omission of the Purchaser to exercise any right or power accruing upon any Event of Default will exhaust or impair any such right or power or shall be construed to be a waiver of any such Event of Default, or acquiescence therein; and every power and remedy given by this Indenture to the Purchaser may be exercised from time to time and as often as may be deemed expedient by the Purchaser.

Section 908. No Waiver of One Default to Affect Another. No waiver of any Event of Default by the Purchaser will extend to or affect any subsequent or any other then existing Event of Default or shall impair any rights or remedies consequent thereon.

Section 909. Discontinuance of Proceedings on Default; Position of Parties Restored. In case the Purchaser shall have proceeded to enforce any right under this Indenture by foreclosure, entry, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Purchaser, then and in every such case the Issuer and Purchaser will be restored to their former positions and rights under this Indenture with respect to the Project Property and all rights, remedies, and powers of the Purchaser will continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Purchaser may, in its discretion, waive any Event of Default and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds. In case of any such waiver or rescission, or in case any proceeding taken by the Purchaser on account of any such Event of Default shall have been discontinued or abandoned or determined adversely to the Purchaser, then in every such case the Issuer and the Purchaser shall be restored to their former respective positions and rights hereunder, and the Event of Default which was waived will be considered to be cured, but no waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 911. Lender Right to Cure Defaults. If an Event of Default has occurred and is continuing under this Indenture of which the Company has been notified, any mortgagee or assignee of the Company that holds an interest in the Project Property as security, including but not limited to a Lender, shall at any time have the right, but not the obligation, to perform any act necessary to cure any such Event of Default and to prevent the release and discharge of this Indenture. Such right to cure must be performed no later than sixty (60) days following the applicable cure period provided in Section 901.

ARTICLE X - THE DEPOSITARY

Section 1001. Acceptance of Duties. The Depositary accepts the duties imposed on it by this Indenture, but only on the following express terms and conditions:

(a) The Depository undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations will be read into this Indenture against the Depository.

(b) In the absence of negligence or willful misconduct on its part, the Depository may conclusively rely on certificates or notices furnished to the Depository and conforming to the requirements of this Indenture or the Agreement, as the case may be; but if any such certificates or notices are specifically required to be furnished to the Depository under this Indenture or the Agreement, the Depository will examine the same to determine whether they conform to the requirements of this Indenture or the Agreement, as the case may be.

(c) The Company hereby indemnifies and holds harmless the Depository from and against any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Depository may suffer or incur by reason of any action, claim or proceeding brought against the Depository arising out of or relating in any way to this Indenture or any transaction to which the Indenture relates unless such action, claim or proceeding is the result of the negligence or willful misconduct of the Depository. The indemnification shall survive the resignation, removal and termination of the Depository. No provision of this Indenture will be construed to relieve the Depository from liability for its own negligence or willful misconduct.

(d) The Depository may consult with counsel and other professionals and the advice of such counsel and other professionals shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Depository hereunder in good faith and in reliance thereon.

(e) The Depository shall be under no obligation to take any action or exercise any right or power under the Indenture unless the Company shall first have provided to the Depository, its directors, officers, agents and employees, security or indemnity satisfactory to the Depository against the costs (including without limitation reasonable fees of attorneys), expenses and liabilities that might be incurred by the Depository in connection herewith.

Section 1002. Compensation. The Company will pay directly to the Depository its reasonable fees and charges and all of its reasonable expenses (including reasonable counsel fees and expenses).

Section 1003. Qualification. The Depository must be an association or a corporation organized and doing business under the laws of the United States of America or of any state and be subject to supervision or examination by federal or state banking authorities. If at any time the Depository ceases to be eligible in accordance with the provisions of this Section 1003, it will resign immediately in the manner and with the effect specified in Section 1004.

Section 1004. Resignation and Removal.

(a) No resignation or removal of the Depository and no appointment of a successor Depository will become effective until the acceptance of appointment by the successor Depository under Section 1005.

(b) The Depositary may resign at any time upon 10 business days' written notice to the other Parties. If an instrument of acceptance by a successor Depositary has not been delivered to the retiring Depositary within 30 days after the giving of such notice of resignation, the retiring Depositary may petition any court of competent jurisdiction for the appointment of a successor Depositary.

(c) The Depositary may be removed at any time by the Company upon 10 business days' written notice to the other Parties.

(d) The Depositary will be automatically removed on the occurrence of the Construction Completion Date of the Project and the application of all moneys on deposit in the Acquisition Fund as provided in Section 706. No successor Depositary will thereafter be appointed and each reference to the Depositary in this Indenture and the Agreement will thereafter be ineffective.

(e) If the Depositary resigns or is removed (except as provided in subsection (d) of this Section 1004), the Company will promptly appoint a successor Depositary and give written notice of such appointment to the Issuer, the Purchaser and the retiring or removed Depositary.

Section 1005. Successor Depositary.

(a) Every successor Depositary appointed under this Indenture will execute, acknowledge and deliver to its predecessor and the other Parties an instrument accepting such appointment, and thereupon such successor Depositary, without any further act, will become fully vested with all the rights, and be subject to all the obligations, of its predecessor; but such predecessor will, nevertheless, on the request of its successor, the Issuer, the Company or the Purchaser execute and deliver an instrument transferring to such successor Depositary all the rights of such predecessor under this Indenture. Every predecessor will deliver all property, including all records relating hereto, and moneys held by it under this Indenture to its successor. The Issuer and the Purchaser will execute, acknowledge and deliver any instrument, satisfactory to each of them, required by any successor Depositary to more fully and certainly vest in such Depositary the rights vested in the predecessor Depositary by this Indenture.

(b) Notwithstanding any of the foregoing provisions of this Article, any Person qualified to act as Depositary under this Indenture with or into which the Person acting as Depositary may be merged or consolidated, or to which the assets and business of such Person may be sold, will automatically become the successor Depositary.

ARTICLE XI - SUPPLEMENTS AND AMENDMENTS TO INDENTURE

Section 1101. Other Supplemental Indentures. This Indenture may be supplemented or amended only by one or more instruments executed by the Issuer, the Purchaser and the Depositary.

Section 1102. Consent of the Company. Any supplemental indenture affecting the rights of the Company will not be effective unless and until the Company shall have consented in writing to the execution and delivery of such supplemental indenture.

ARTICLE XII - MISCELLANEOUS PROVISIONS

Section 1201. Notices. Any notice, demand, direction, request, consent, report or other instrument authorized or required by any of the Bond Documents to be executed, given or filed (excluding Uniform Commercial Code filings, recordings and other governmental filings) will be in writing and will be deemed to have been sufficiently given or filed for all purposes of the Bond Documents when delivered by hand delivery or overnight courier mail or other electronic means, or on the third Business Day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Issuer: Torrance County, New Mexico
Attn: County Clerk
PO Box 767
205 S. Ninth St.
Estrancia, NM 87016
Telephone: (505) 544-4350
FAX: (505) 384-4080

with a copy to: Jill Sweeney, Esq.
Sherman & Howard, L.L.C.
500 Marquette Avenue NW, Suite 1203
Albuquerque, NM 87102
Telephone: (505) 814-6958
E-mail: jsweeney@shermanhoward.com

If to the Purchaser:

If to the Company: La Joya Wind, LLC
251 Little Falls Drive
Wilmington, DE 19808
Attn:
Tel: 302-636-5401
E-mail:

If to the Depository: BOKF, NA
100 Sun Avenue NE, Suite 500
Albuquerque, NM 87102
Attention: Corporate Trust
Tel: (505) 222-8447

Any Party may, by notice to each of the other Parties, designate any further or different addresses to which subsequent notices, certificates or other communications are to be sent. Receipt by the Issuer, the Company and the Depository of a notice from a transferee of the Bonds will constitute notice of such a different address for the Purchaser.

Section 1202. Remedies. No right or remedy conferred on any Party in any of the Bond Documents is intended to be exclusive of any other right or remedy conferred on such Party in any of the Bond Documents. Each such right or remedy is in addition to every other right or remedy provided in any of the Bond Documents, or any other applicable agreement or contract; provided, that the remedy of the Issuer or the Purchaser in respect of an Event of Default or other breach hereunder or any other Bond Document shall be limited in all cases to those expressly provided in Section 902 hereunder or Article VIII of the Agreement, as the case may be. No delay or omission of any Party to exercise any such right or remedy will impair any such right or remedy or be construed to be a waiver. Every such right or remedy may be exercised from time to time and as often as the relevant Party may deem expedient. No waiver by any Party of any right or remedy with respect to any default or Event of Default will extend to or affect any other existing or subsequent default or Event of Default.

Section 1203. Beneficiaries. Nothing in any of the Bond Documents expressed or implied is intended or is to be construed to confer upon any Person other than the Parties any right, remedy or claim, legal or equitable.

Section 1204. Severability. In case any one or more of the provisions of any of the Bond Documents or of the Bonds are for any reason held to be illegal or invalid, such illegality or invalidity will not affect any other provision of any of the Bond Documents or of the Bonds, but the Bond Documents and the Bonds will be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement of the any Party contained in any of the Bond Documents or the Bonds is for any reason held to be in violation of law, then such covenant, stipulation, obligation or agreement will be deemed to be the covenant, stipulation, obligation or agreement of such Party to the full extent permitted by law.

Section 1205. Obligations of Issuer Not Obligations of Officials Individually. No obligation under any of the Bond Documents or the Bonds will be deemed to be an obligation of any present or future officer (including, without limitation, County Commissioners) or employee of the Issuer in his or her individual capacity, and no officer of the Issuer who executes the Bonds will be personally liable on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 1206. Payments Due on Days That Are Not Business Days. If the date for any payment called for under any of the Bond Documents or the Bonds is not a Business Day, then such payment will be made on the next Business Day and no interest on such payment will accrue for the period after the scheduled date for such payment.

Section 1207. Limitation of Issuer's Liability. No agreements or provisions contained in any Bond Document nor any agreement, covenant or undertaking by the Issuer contained in any

document executed by the Issuer in connection with any property of the Company financed, directly or indirectly, out of Bond proceeds or the issuance, sale and delivery of the Bonds will give rise to any pecuniary liability of the Issuer, its officers, employees, agents or members of its governing body or constitute a charge against the Issuer's general credit, or obligate the Issuer financially in any way, except with respect to the Basic Rent, and its application as provided under this Indenture. No failure of the Issuer to comply with any terms, covenants or agreements in any Bond Document or in any document executed by the Issuer in connection with the Bonds will subject the Issuer, its officers and members of its governing body to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the Basic Rent. Without limiting the requirement to perform its duties or exercise its rights and powers under the Bond Documents upon receipt of appropriate indemnity or payment, none of the provisions of any Bond Document will require the Issuer to expend or risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under any Bond Document.

Section 1208. Successors. Wherever a Party is referred to in this Indenture, it shall be deemed to include its successors, and all covenants and agreements in this Indenture will bind and inure to the benefit of the such Party's successors.

Section 1209. Title, Headings. The title and headings of the articles, sections and subdivisions of this Indenture have been used for convenience only and will not modify or restrict any of the terms or provisions of this Indenture.

Section 1210. Consents and Approvals. In any action requiring the consent or approval of a party to this Indenture, such consent or approval will not be unreasonably withheld.

Section 1211. Execution in Counterparts. Each of the Bond Documents may be executed in multiple counterparts, all of which taken together will constitute one instrument. Any Party may execute any of the Bond Documents by executing any such counterpart of such Bond Document.

Section 1212. Applicable Law. The validity, construction and effect of each of the Bond Documents will be governed by and construed in accordance with the laws of the State applicable to agreements made and to be performed in the State of New Mexico.

[Signature pages follow]

BOARD OF COUNTY COMMISSIONERS,
TORRANCE COUNTY, NEW MEXICO

By: _____
Ryan Schwebach, Chair

(SEAL)

ATTEST:

By: _____
Linda Jaramillo, County Clerk

STATE OF NEW MEXICO)
)
COUNTY OF TORRANCE)

This instrument was acknowledged before me on this _____ day of _____,
2019, by Ryan Schwebach, as Chair of the Board of County Commissioners, Torrance County,
New Mexico

.

(NOTARY SEAL)

Notary Public

My Commission Expires: _____

LA JOYA WIND, LLC

By: _____

Name: _____

Title: Vice President

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 2019, by _____, as Vice President of La Joya Wind, LLC, a Delaware limited liability company.

(NOTARY SEAL)

Notary Public

My Commission Expires: _____

_____, LLC,
a Delaware limited liability company
as Purchaser

By: _____

Name: _____

Title: _____

STATE OF _____)

)

COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2019,
by _____, as _____ of _____, a Delaware
limited liability company.

(NOTARY SEAL)

Notary Public

My Commission Expires: _____

BOKF, NA,
as Depositary

By: _____

Name: _____

Title: _____

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

 This instrument was acknowledged before me on this _____ day of _____, 2019,
by _____, as _____ of BOKF, NA, as Depositary.

(NOTARY SEAL)

Notary Public

My Commission Expires: _____

EXHIBIT A
FORM OF BOND

**THIS BOND IS TRANSFERABLE ONLY UPON COMPLIANCE
WITH THE RESTRICTIVE TERMS PROVIDED BELOW**

No. R-1

Up to \$385,000.000

United States of America
State of New Mexico

Torrance County, New Mexico
Taxable Industrial Revenue Bonds
(La Joya Wind, LLC Project II)
Series 2019B

Registered Owner: _____

<u>FINAL MATURITY DATE</u>	<u>INTEREST RATE</u>	<u>ISSUE DATE</u>
_____, 20__	____ 5.00 %	_____, 2019

Torrance County, a political subdivision of the State of New Mexico existing under the Constitution and laws of the State of New Mexico (the "Issuer"), for value received, promises to pay, solely from the sources described below, to _____, LLC (together with its successors and assigns, and transferees as permitted below, the "Purchaser") Three Hundred Eighty-Five Million Dollars (\$385,000,000) (subject to prior optional redemption as described below) or so much of such amount as has been advanced by the Purchaser and is outstanding and to pay, solely from such sources, to the Purchaser, interest on principal amounts advanced with respect to this Bond from the dates of such Advances at the Interest Rate specified above (computed on the basis of a 360-day year consisting of twelve 30-day months) until payment of such principal amount. Interest at the rate of Five and No/100 Percent (5.00%) of the principal amount of the Bonds outstanding shall be payable annually on each December 1, beginning December 1, 2020, with the outstanding principal amount of the Bonds plus all interest thereon due and payable in full on the Final Maturity Date.

This Bond is issued under and pursuant to the Constitution and laws of the State of New Mexico, particularly NMSA 1978, Sections 4-59-1 to -16 (1975, as amended through 2015), as amended, and under and pursuant to Ordinance 2019-02 duly adopted by the Issuer on April 24, 2019 and the Supplemental Ordinance duly adopted by the Issuer on September 25, 2019.

The principal of, interest on and redemption price of this Bond are payable solely from Basic Rent derived by the Issuer from the Lease Agreement dated as of [_____], 2019 (the "Agreement") between the Issuer and La Joya Wind, LLC (the "Company"), which has been pledged and assigned by the Issuer to the Purchaser under the Indenture, dated as of [_____].

2019 (together with any amendments and supplements, the “Indenture”) among the Issuer, the Purchaser, the Company and BOKF, NA (the “Depository”).

Reference is made to the Indenture and the Agreement for the provisions, among others, with respect to the custody and application of the proceeds of the sale of this Bond, the collection and disposition of income and other revenues, a description of the account charged with and pledged to the payment of the principal of, interest on and redemption price of this Bond, the nature and extent of the security, the terms and conditions under which this Bond is issued and amounts are to be advanced with respect to this Bond by the Purchaser, and the rights, duties and obligations of the Issuer, the Company, the Purchaser and the Depository.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF NEW MEXICO OR OF ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE ISSUER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, INTEREST ON OR REDEMPTION PRICE OF THIS BOND. THE PRINCIPAL OF, INTEREST ON AND REDEMPTION PRICE OF THIS BOND WILL NEVER CONSTITUTE A DEBT OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR LAWS OF THE STATE OF NEW MEXICO. THIS BOND WILL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE STATE OF NEW MEXICO, ANY OF ITS POLITICAL SUBDIVISIONS OR OF THE ISSUER OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWERS.

This Bond may be called for redemption as provided in the Indenture, at the option of the Company as a whole or in part on any date selected by the Company, at a redemption price equal to the principal amount to be redeemed plus interest accrued on such principal amount to the redemption date.

If an Event of Default (as defined in the Indenture) occurs, the Purchaser may cause the then unpaid principal amount of this Bond and all accrued interest to be immediately due and payable as provided in the Indenture. Neither the Issuer nor the Depository has any right or responsibility to act on behalf of the Purchaser with respect to any Event of Default.

THIS BOND MAY BE TRANSFERRED IN WHOLE BUT NOT IN PART. SUBJECT TO THE LAST PARAGRAPH OF SECTION 404 OF THE INDENTURE AND NOTWITHSTANDING ANY PROVISION OF THIS BOND TO THE CONTRARY, NEITHER THIS BOND NOR ANY INTEREST IN THIS BOND MAY BE, DIRECTLY OR INDIRECTLY, OFFERED, SOLD, HYPOTHECATED, ENCUMBERED OR OTHERWISE TRANSFERRED OR DISPOSED OF (INDIVIDUALLY AND COLLECTIVELY, A “TRANSFER”) EXCEPT IN COMPLIANCE WITH SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), AND APPLICABLE STATE SECURITIES LAWS AS ESTABLISHED TO THE SATISFACTION OF THE ISSUER, AND ANY SUCH PURPORTED TRANSFER OF THIS BOND WILL NOT BE EFFECTIVE UNLESS THE TRANSFEROR PROVIDES TO THE ISSUER, THE DEPOSITARY AND THE COMPANY (A) AN OPINION, IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, FROM LEGAL COUNSEL EXPERIENCED IN SECURITIES LAWS MATTERS, WHICH COUNSEL MUST BE SATISFACTORY TO THE ISSUER, TO THE EFFECT THE TRANSFER COMPLIES WITH THE ACT AND

APPLICABLE STATE SECURITIES LAWS AND (B) WRITTEN REPRESENTATIONS FROM THE TRANSFEREE, IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, NECESSARY TO ESTABLISH SUCH COMPLIANCE.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture have happened, exist and have been performed as so required.

The validity, construction and performance of this Bond are governed by the law of New Mexico applicable to agreements made and to be performed in New Mexico.

TORRANCE COUNTY, NEW MEXICO

By: _____
Ryan Schwebach, Chair
Board of County Commissioners

(SEAL)

ATTEST:

By: _____
Linda Jaramillo, County Clerk

SCHEDULE OF ADVANCES AND PAYMENTS

<u>Date</u>	<u>Amount Of Advance</u>	<u>Amount of Principal Payment or Redemption</u>	<u>Resulting Principal Amount</u>	<u>Notation Made By</u>
-------------	------------------------------	--	---	-----------------------------

EXHIBIT B

REQUISITION AND CERTIFICATE NO.

To: _____, LLC, as Purchaser
BOKF, NA, as Depository

The undersigned, pursuant to the Indenture dated as of [_____] , 2019 (the "Indenture"), among Torrance County, New Mexico (the "Issuer"), _____, LLC (the "Purchaser"), La Joya Wind, LLC (the "Company") and BOKF, NA (the "Depository"), requests on behalf of the Company, the disbursement of \$_____ from the Acquisition Fund (as defined in the Indenture) to pay the following costs and expenses (or to reimburse the Company for payment of such costs and expenses) related to the Project (as defined in the Indenture) or to the issuance of the Bond (as defined in the Indenture):

Amount	General Classification Of Expenditure	Payee
\$		

Amount of this requisition: \$ _____

The undersigned certifies that:

- (1) obligations in the stated amounts were incurred for Related Costs (as defined in the Indenture) and are due and payable (or, if the Company is indicated as the Payee, were duly paid by the Company) and that each item is a proper charge against the Acquisition Fund and has not been the subject of a previous withdrawal from the Acquisition Fund;
- (2) to the best knowledge of the undersigned there has not been filed with or served upon the Issuer or the Company notice of any lien, right or attachment upon, or claim affecting the right of any such payee to receive payment of, the respective amounts stated in such requisition which has not been released or will not be released simultaneously with the payment of such obligation; and
- (3) with respect to any item for payment for labor or to contractors, builders or materialmen, (i) the obligations stated have been properly incurred, (ii) such work was actually performed or such materials or supplies were actually furnished or installed in or about the Project, and (iii) either such materials or supplies are not subject to any lien or security interest or any such lien or security interest will be released or discharged upon payment of this requisition.

DATED: _____

LA JOYA WIND, LLC

Authorized Company Representative

Acknowledged:
BOKF, NA

By: _____

Its: _____

EXHIBIT C

COMPLETION CERTIFICATE

The undersigned Authorized Company Representative, pursuant to Section 706 of the Indenture, dated as of [_____], 2019 (the "Indenture"), among Torrance County, New Mexico, _____, LLC, as Purchaser, La Joya Wind, LLC (the "Company") and BOKF, NA, as Depositary, states that, except for specified amounts remaining in the Acquisition Fund for any specified Related Costs as described in Appendix A hereto incurred by the Company, but not now due and payable, the Project is complete and all costs of labor, services, materials and supplies in connection with the Project Property have been paid for or provisions have been made for their payment. After the transfer of remaining moneys in the Acquisition Fund to the Company pursuant to Section 706 of the Indenture, the Company will have sole responsibility for the payment of any Related Cost in excess of the amount specified to be retained in the Acquisition Fund.

Moneys set aside for payment of pending expenses equal \$ _____ and total disbursements equal \$ _____.

DATED: _____

LA JOYA WIND, LLC

Authorized Company Representative

EXHIBIT D

CERTIFICATE OF QUALIFIED INVESTOR

Torrance County, New Mexico

BOKF, NA, as Depositary

La Joya Wind, LLC

Re: Torrance County, New Mexico Taxable Industrial Revenue Bonds (La Joya Wind, LLC Project II), Series 2019B

Please be advised that the undersigned is purchasing the captioned Series 2019B Bonds (hereinafter referred to as the "Bonds"). Such purchase is for the account of the undersigned, for the purpose of investment and not with a present intent for distribution or resale. In the event that the undersigned transfers such Bonds, the undersigned shall comply with all provisions of the Indenture dated as of [____], 2019 (as amended from time to time, the "Indenture"), among Torrance County, New Mexico (the "Issuer"), _____, LLC, as Purchaser, La Joya Wind, LLC (the "Company") and BOKF, NA, as Depositary (the "Depositary"), as described in the Bonds. The undersigned assumes all responsibility for complying with any applicable federal and state securities laws in such regard and must present to the Depositary, the Issuer and the Company a Certificate of Qualified Investor executed by the proposed transferee, among other things as may be required by the agreements authorizing the Bonds, before such transfer will be effective.

The undersigned acknowledges that it is one of the following:

1. a bank as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), or savings and loan association or other institution as defined in Section 3(a)(S)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); insurance company as defined in Section 2(13) of the Securities Act; insurance company as registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; plan established and maintained by a state, its political subdivision, or any agency or instrumentality of a state or its political subdivision, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

2. a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

3. an organization described in Section 501(c)(3) of the Internal Revenue Code with total assets in excess of \$5,000,000;

4. a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of this purchase exceeds \$1,000,000, excluding the value of the primary residence of such person;

5. a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with the person's spouse in excess of \$300,000 in each of those years and who reasonably expects reaching the same income level the current year; or

6. one or more of the following, as indicated, that it is acting for its own account or the accounts of other Qualified Institutional Buyers and that it in the aggregate owns and/or invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with the Company:

(a) an insurance company, as defined in Section 2(13) of the Securities Act;

(b) an investment company registered under the Investment Company Act of 1940, as amended, or any business development company as defined in Section 2(a)(48) of that Act;

(c) a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

(d) a plan established and maintained by a state, its political subdivision or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;

(e) an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974;

(f) a trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in Paragraph (d) or (e) above, and not a trust fund that includes as participants individual retirement accounts or H.R. 10 plans;

(g) a business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (the "Investment Advisers Act");

(h) an organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation (other than a bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Securities Act or a foreign bank or savings and loan association or equivalent institution), partnership or similar business trust; or

(i) an investment adviser registered under the Investment Advisers Act;

7. a dealer registered pursuant to Section 15 of the Exchange Act, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$10 million of securities of issuers that are not affiliated with the dealer, provided that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such dealer; or

8. a dealer registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a qualified institutional buyer; or

9. an investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a family of investment companies which own in the aggregate at least \$100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. "Family of investment companies" means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided that, for purposes of this section:

(a) each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(b) investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries of the same parent, or if one investment company's adviser (or depositor) is a majority-owned subsidiary of the other investment company's adviser (or depositor);

10. an entity, all of the equity owners of which are qualified institutional buyers, acting for its own account or the accounts of other qualified institutional buyers; or

11. a bank as defined in Section 3(a)(2) of the Securities Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Securities Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least \$25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution; or

12. any entity that is acquiring the Bond for the purpose of facilitating investment therein by “qualified institutional buyers” as defined under Rule 144A promulgated under the Securities Act; or

13. The parent, affiliate or subsidiary of La Joya Wind, LLC.

The undersigned further acknowledges that (i) interest on the Bonds is not exempt from gross income for federal income tax purposes, and (ii) an opportunity was available to obtain and that the undersigned has obtained all materials which were regarded as necessary to evaluate the merits and risks of investment in the Bonds and after such evaluation, the undersigned understands and knows that investment in the Bonds involves certain risks, including, but not limited to, those related to limited security and source for payment of the Bonds and the probable lack of any secondary market for the Bonds.

The undersigned acknowledges, warrants and represents that the undersigned is experienced in transactions such as those relating to the Bonds and that the undersigned is knowledgeable and fully capable of independently evaluating the risks involved in investing in the Bonds. The undersigned further acknowledges that neither the Issuer nor any of its officials, counsel, agents or consultants is responsible for any information contained in or omitted from the materials furnished, whether directly or by any other means, relating to the Bonds and acknowledges that the undersigned will not look and has not looked to any of them to obtain such information on its behalf.

a Delaware limited liability company

By: LA JOYA WIND, LLC,
a Delaware limited liability company
its sole member

By: _____

Name: _____

Title: _____

Address for Notices and
Payment of principal and interest:

Attn: _____

TORRANCE COUNTY, NEW MEXICO

and

LA JOYA WIND, LLC

LEASE AGREEMENT

Dated as of ____1, 2019

\$385,000,000

Torrance County, New Mexico
Taxable Industrial Revenue Bonds
(La Joya Wind, LLC Project II)
Series 2019B

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SCHEDULE 5.3(A)..... 1

TORRANCE COUNTY, NEW MEXICO, a political subdivision of the State of New Mexico (together with its successors and assigns, the “Issuer”), as lessor, and LA JOYA WIND, LLC, a Delaware limited liability company (together with its successors and assigns, the “Company”), as lessee, agree:

ARTICLE I
RECITALS

Capitalized terms not otherwise defined herein shall have the meanings defined in Section 2.1 hereof, unless the context clearly requires otherwise.

A. The Company has requested that the Issuer issue its Taxable Industrial Revenue Bonds (La Joya Wind, LLC Project II), Series 2019B in the maximum principal amount of \$385,000,000 (the “Series 2019B Bonds”, the “2019B Bonds” or the “Bonds”). The proceeds of the Bonds will be used to finance the acquisition, construction and installation of wind energy generation facilities and associated electrical generating equipment and real property (the “Project Property”) used to generate electricity from wind energy (the “Project”), which Project shall be located at a site (the “Project Site”) within the County and outside the corporate limits of any municipality.

B. The Issuer is authorized under NMSA 1978, Sections 4-59-1 to -16 (1975, as amended through 2015) (the “Act”) to acquire certain projects and issue its industrial revenue bonds in payment therefor and has determined that it is desirable to acquire the Project Property for purposes of the Project pursuant to Ordinance No. 2019-02 adopted by the Board of County Commissioners of Torrance County on April 24, 2019 (the “Master Ordinance”) and the Supplemental Ordinance adopted by the Board of County Commissioners on September 25, 2019 (the “Supplemental Ordinance”, and together with the Master Ordinance, the “Bond Ordinance”) and has in the Bond Ordinance authorized the issuance of the Bonds.

C. The Bonds are to be issued under an Indenture dated as of ____1, 2019 (together with any and all amendments and supplements, the “Indenture”) among the Issuer, the Company, _____ as purchaser (the “Purchaser”), and BOKF, NA as Depositary (the “Depositary”). The Bonds will be a special limited obligation of the Issuer payable as therein provided and the Bonds will not constitute a debt or indebtedness or pledge of the credit of the Issuer, and the Purchaser or owners of the Bonds will have no right to have taxes levied by the Issuer or to require the Issuer to use any revenues for the payment of the Bonds, except for Basic Rent (as defined in Section 2.1 hereof).

D. The proceeds of the Bonds will be used to finance the acquisition of the Project Property leased to the Company under this Lease Agreement (together with all amendments and supplements, this “Agreement”).

E. Pursuant to the Master Bond Ordinance, the Company shall pay annual payments in lieu of taxes (the “2019B PILOT”) to be split between the County and the School District equal to \$2,500 per megawatt of generating capacity for the Project authorized pursuant to the Supplemental Ordinance or such greater 2019B PILOT as provided in the table below depending

upon the price per megawatt hour negotiated in the applicable power purchase agreement (the “PPA Price”) in place for the Project (the “2019B PILOT Agreement”); provided, however, if the PPA Price is not made publicly available by the power purchaser, the 2019B PILOT agreed upon by the County and the School District, and to be split with the School District shall be \$3,250 per megawatt of generating capacity for the Project.

Price / 2019B PILOT Schedule	La Joya II PPA PRICE (\$ / megawatt hour)	La Joya II PILOT (\$/megawatt generating capacity)
Range of PPA Prices	\$ 18.00 - 18.99	\$ 2,500.00
	\$ 19.00 - 19.99	\$ 2,638.89
	\$ 20.00 - 20.99	\$ 2,777.78
	\$ 21.00 - 21.99	\$ 2,916.67
	\$ 22.00 - 22.99	\$ 3,055.56
	\$ 23.00 - 23.99	\$ 3,194.44
	\$ 24.00 or higher	\$ 3,250.00

F. As of the Effective Date, the Company has conveyed the Project Site described in Exhibit A to the Issuer pursuant to a special warranty deed. The Project Property, which shall be located on the Project Site, is to be leased to the Company pursuant to this Agreement.

G. The Series 2019B Bonds are to be purchased under a Bond Purchase Agreement dated as of _____, 2019 (together with any and all amendments and supplements, the “Bond Purchase Agreement”) among the Issuer, the Purchaser and the Company.

H. The Series 2019B Bonds will be secured by the Indenture which constitutes, among other things, a collateral pledge of this Agreement.

In consideration of the premises and the mutual representations and agreements hereinafter contained, the Issuer and the Company agree as follows (provided that any obligation of the Issuer created by or arising out of this Agreement will never constitute an indebtedness of the Issuer or give rise to any pecuniary liability of the Issuer or a charge against its general credit or taxing powers, but will be payable solely out of Basic Rent).

ARTICLE II DEFINITIONS AND RULES OF CONSTRUCTION

Section 2.1. Definitions. All words and terms defined in the Indenture have the same meanings when used in this Agreement. In addition:

“Additional Payments” has the meaning assigned in Section 5.3(b).

“Affiliate” means an entity the control or ownership of which is held in common with the control or ownership of another entity.

“Affiliated Entities” means Affiliates that are under common control or ownership.

“Applicable Environmental Law” means any applicable law, statute, ordinance, regulation, order or rule relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or materials or pertaining to health or the environment, including, without limitation, CERCLA and RCRA, as each is amended and in effect from time to time.

“Basic Rent” has the meaning assigned in Section 5.3(a).

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

“Closing Date” means the date of execution and delivery of the Bonds.

“Construction Completion Date” has the meaning assigned in Section 4.4.

“County PILOT” means %____ of the payment in lieu of taxes to be made by the Company to the County, in an annual amount outlined in the Recitals hereto.

“Eminent Domain” means the taking of title to, or the temporary use of; all or any part of the Project Property pursuant to eminent domain or condemnation proceedings, or by any settlement or compromise of such proceedings, or any voluntary conveyance of all or any part of the Project Property during the pendency of, or as a result of a threat of, such proceedings.

“Event of Default” has the meaning assigned in Section 8.1.

“Facility” means the wind energy generating facility located in Torrance County, New Mexico, and its related supporting equipment and all improvements thereon for the generation and transmission of electricity.

“Indemnitee” has the meaning assigned in Article VI.

“Lender” or “Lenders” means any and all persons or successors in interest thereof (a) lending money or extending credit related to the Project (including any financing lease, monetization of tax benefits, backleverage financing or credit derivative arrangement) to the Company or to an Affiliate of the Company including: (i) for the construction, permanent or interim financing or refinancing of the Project; (ii) for working capital or other ordinary business requirements of the Project (including the maintenance, repair, replacement or improvement of the Project); (iii) for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Project; (iv) for any capital improvement or replacement related to the Project; or (v) for the purchase of the Project and related rights from the Company, and/or (b) participating (directly or indirectly) as an equity investor in the Project primarily in connection with the utilization of applicable federal tax credits or tax depreciation benefits associated with holding an ownership interest in the Project, or (c) participating as a lessor under a lease finance arrangement relating to the Project (which

such arrangement shall not be deemed to include this Agreement, and which person or persons shall not include Company or any of its Affiliates).

“PILOT” means, collectively, the County PILOT and the School PILOT in an annual amount outlined in the Recitals hereto, which PILOT shall be split between the County and the School District.

“Proceeds,” when used with respect to any insurance proceeds or any award resulting from, or other amount received in connection with, Eminent Domain, means the gross proceeds from the insurance or such award or other amount.

“Project” means the acquisition, construction and installation of the Project Property.

“Project Property” means (i) wind energy generation equipment, towers, transformers and associated electrical generating equipment used to generate electricity from wind energy and other personal property of any kind as further described in Exhibit A, whether now owned or hereafter acquired, but only to the extent that such property is acquired with the proceeds of the Bonds, or the acquisition is reimbursed with the proceeds of the Bonds, prior to the Completion Date, and (ii) any rights of the Company in, or related to, the Project Property now owned or hereafter acquired under easements, agreements or leases assigned, subleased or otherwise transferred to the Issuer.

“Project Site” means the real property in Torrance County, New Mexico described in Exhibit A.

“RCRA” means the Resource Conservation and Recovery Act of 1976.

“Related Costs” means expenditures incurred or to be incurred with respect to the Project, including, without limitation, the acquisition, assembly and installation of the Project Property.

“Rent” means Basic Rent and any Additional Payments under this Agreement.

“School District” means, the Vaughn Public School District.

“School PILOT” means the payment in lieu of taxes to be made by the Company to the County on behalf of the School District. The School District shall receive ___% of the PILOT.

“State” means the state of New Mexico.

“Term” means the duration of the leasehold estate created by this Agreement pursuant to Section 5.1 hereof.

“TRD” means the New Mexico Taxation and Revenue Department.

Section 2.2. Rules of Construction.

(a) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(b) All references in this Agreement to particular articles, sections or exhibits are references to articles or sections of or exhibits to this Agreement unless some other reference is established.

(c) Any inconsistency between the provisions of this Agreement and the provisions of the Indenture will be resolved in favor of the provisions of this Agreement.

**ARTICLE III
REPRESENTATIONS**

Section 3.1. Issuer Representations. The Issuer represents that, as of the date of delivery of this Agreement:

(a) The Issuer is a political subdivision, organized and existing under the laws of the State.

(b) The Issuer has duly authorized by an ordinance of the governing body of the Issuer adopted at a meeting duly called and held by the affirmative vote of not less than a majority of its members, the execution, delivery and performance of the Bond Documents, the Bonds and the issuance of the Bonds, all for the purpose of financing the Project including the acquisition, construction and installation of the Project Property and paying certain costs related to the issuance of the Bonds.

(c) To the knowledge of the Issuer, (i) the execution, delivery and performance by the Issuer of the Bond Documents will not conflict with or create a material breach of or material default under the Act or any other law, rule, regulation or ordinance applicable to the Issuer or any agreement or instrument to which the Issuer is a party or by which it is bound, and (ii) there is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body, pending or threatened against the Issuer, which seeks to or does restrain or enjoin the issuance or delivery of the Bonds or the execution and delivery of any of the Bond Documents or in any manner questions the validity or enforceability of the Bonds or any of the Bond Documents.

(d) This Issuer is not aware of any fact or circumstance that would cause this Agreement and the Indenture to be unenforceable against the Issuer, invalid, or nonbinding on the Issuer, in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general principles of equity and other applicable laws.

Section 3.2. Company Representations. The Company represents that, as of the date of delivery of this Agreement:

(a) The Company is a limited liability company duly organized and validly existing under the laws of Delaware, is in good standing under the laws of Delaware, is authorized to do business in New Mexico, and has duly authorized the execution, delivery and performance of this Agreement and the Bond Purchase Agreement.

(b) The Company has full legal right, power and authority to carry out and consummate the transactions contemplated by this Agreement and the Bond Purchase Agreement.

(c) The execution, delivery and performance by the Company of this Agreement and the Bond Purchase Agreement and the application by the Company of the proceeds of the issuance and sale of the Bonds as provided in the Bond Documents do not and will not conflict with, contravene, violate or constitute a breach of or default under the articles of organization or operating agreement of the Company or any material agreement to which the Company is a party or by which the Company or its properties or the Project Property is bound or any law, rule, regulation, ordinance, order, consent, or decree, applicable to the Company, its properties or the Project Property if such conflict, contravention, violation, breach or default could materially affect the ability of the Company to perform its obligations under the Bond Documents.

(d) This Agreement and the Bond Purchase Agreement constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general principles of equity.

(e) No Event of Default, or event or condition which, with notice or lapse of time or both, would constitute an Event of Default, with respect to the Company has occurred and is continuing. The Company has not received any written notice of any currently existing material violation of any zoning, land use, environmental or other similar law or regulation applicable to the Project Property, the Project Site or the Project.

(f) There is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body pending or, to the knowledge of the Company, threatened against the Company, which (i) seeks to or does restrain or enjoin the issuance or delivery of the Bonds or the execution and delivery of any of the Bond Documents, (ii) questions the validity or enforceability of the Bonds or any of the Bond Documents, (iii) questions the authority of the Company to lease or operate any of the Project Property, or (iv) if adversely determined, would have a material adverse effect on the Project Property or the Company's ability to perform its obligations under the Bond Documents.

(g) All necessary authorizations, approvals, consents and other orders of any governmental authority or agency for the execution and delivery by the Company of this

Agreement and the Bond Purchase Agreement have been obtained and are in full force and effect.

(h) The Company acknowledges that the Issuer has made no warranty or representation, express or implied, that the amount in the Acquisition Fund, as defined in Section 701 of the Indenture, will be sufficient to pay the Related Costs or that the Project Property will be suitable for the Company's needs.

(i) The Company will not use or operate the Project, or permit the Project to be used or operated, in any way which would adversely affect the qualification of the Project as a "project" under the Act. None of the proceeds of the Bonds will be used to provide working capital.

(j) The acquisition, construction and installation of the Project Property by the Company and the operation thereof will comply in all material respects with applicable zoning, planning, building, environmental and other regulations of the governmental authorities having jurisdiction over the Facility, and all permits, licenses, consents and permissions necessary for the Facility have been or will be obtained in due course.

(k) The Project Property is located in Torrance County and is or will be an electric generation facility which does not require location approval and a certificate of convenience and necessity prior to construction or operation of the facility pursuant to the New Mexico Public Utility Act, NMSA 1978, Sections 62-3-1 to -5 (1967, as amended through 2009).

(l) No representation made by the Company in this Agreement and no statement made by the Company in any written information, material or report furnished to the Issuer or the Purchaser in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the representation or statement, in light of the circumstances under which it is made, not misleading.

(m) The representations of the Company in this Section 3.2 and in any other instrument delivered by the Company in connection with the transactions contemplated by the Bond Documents will survive the execution and delivery of this Agreement, and the issuance, sale and delivery of the Bonds as representations of facts existing as of the date of execution and delivery of the Bond Documents or other instrument containing such representation.

(n) The Company has arranged for all of the Company's right, title and interest in and to the Project Property to be transferred to the Issuer.

ARTICLE IV THE PROJECT AND THE COMPANY

Section 4.1. Acquisition, Equipping and Completion. The Company will use reasonable commercial efforts to acquire, construct and install the Project Property as agent for the Issuer under the Act and applicable TRD regulations. To the extent necessary, after all proceeds of the issuance of the Bonds have been exhausted, the Company will finance the

completion of the Project with other funds. The Project Property will at all times during the Term be located within Tarrant County, New Mexico. The Issuer makes no warranty that the proceeds of the issuance and sale of the Bonds will be sufficient to pay all the Related Costs. The Company will obtain at the necessary time all licenses and permits required for the occupancy and operation of the Project Property and the Project.

Section 4.2. Plans and Specifications; Changes. The Company may make changes, supplements, amendments and additions, omissions or substitutions for components of the Project Property without the approval of the Issuer or the Purchaser. If the Company elects to make any such change, supplement, amendment, addition, omission or substitution which would make the description of the Project Property contained in Exhibit A materially inaccurate, the Company will revise the description of the Project Property set forth in Exhibit A accordingly and will deliver a copy of such revised Exhibit A, certified by an Authorized Company Representative, to the Issuer and the Purchaser, and may record an addendum or amendment to this Agreement executed solely by an Authorized Officer of the Company. The Issuer and Company will take such further actions as necessary to effect such change including executing, delivering, and recording a bill of sale, assignment and any amendments to the Bond Documents. Notwithstanding the foregoing, the Company will not make any changes, supplements, amendments, additions, omissions, or substitutions or otherwise change or operate the Project Property or permit the Project Property, the Project or the Facility to be operated so as to cause the Project Property and the Project not to be a "project" within the meaning of the Act as in effect on the date of issuance of the Bonds, and the Company will not take or omit to take any action which will result in the Bond proceeds being applied in violation of the Bond Documents.

Section 4.3. No Warranty of Condition or Suitability by Issuer. THE COMPONENTS OF THE PROJECT PROPERTY HAVE BEEN DESIGNATED AND SELECTED BY THE COMPANY. THE ISSUER HAS NOT MADE AN INSPECTION OF ANY PORTION OF THE PROJECT PROPERTY. THE ISSUER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO ANY PORTION OF THE PROJECT PROPERTY OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY OF THE SAME, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE SAME. ALL RISKS INCIDENT TO THE PROJECT PROPERTY ARE TO BE BORNE BY THE COMPANY. THE ISSUER WILL HAVE NO LIABILITY WITH REGARD TO OR ARISING OUT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN ANY PORTION OF THE PROJECT PROPERTY, WHETHER PATENT OR LATENT. THE PROVISIONS OF THIS SECTION 4.3 HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE ISSUER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PORTION OF THE PROJECT PROPERTY, WHETHER ARISING UNDER THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT.

Section 4.4. Completion Date. The Company will complete the Project as promptly as practicable and, in any event, within four (4) years of the date of this Agreement. On the date the Project is complete and a certificate of occupancy has been obtained for the Facility (if such

certificate is required to be obtained) (the "Completion Date"), the Company will deliver to the Issuer and the Depositary a certificate signed by an Authorized Company Representative stating that, except for specified amounts remaining in the Acquisition Fund for any specified Related Costs incurred by the Company but not then due and payable, the Project is complete and all costs of labor, services, materials and supplies in connection with the Project have been paid for or provisions have been made for their payment. After the transfer of remaining moneys in the Acquisition Fund to the Company pursuant to Section 706 of the Indenture, the Company will have sole responsibility for the payment of any Related Costs in excess of the amount specified to be retained in the Acquisition Fund. Upon completion, the Project Property will comply in all material respects with all building codes, and other laws, ordinances, rules and regulations applicable to the Project Property or the Facility.

Section 4.5. Gross Receipts and Compensating Tax. To the extent required by law, if at all, the Company, either on its own behalf or as agent for the Issuer pursuant to Section 4.1 and this Section, will file returns for reporting and paying compensating tax which may be become due because of the Project and promptly will pay, as a Related Cost, any gross receipts or compensating tax which may become due from the Issuer under any such returns. To the extent consistent with or required by State law, the Issuer will cooperate with the Company in the obtaining of Nontaxable Transaction Certificates from the TRD for delivery to suppliers with respect to the Project Property as may be applicable under the New Mexico Gross Receipts and Compensating Tax Act. The Company will pay any gross receipts or compensating tax plus applicable penalty and interest which is found by the TRD to be due from the Company or the Issuer because of the purchase or use of the Project Property or any component of the Project Property by the Company or the Issuer. The Company may request any rulings from the TRD which the Company determines might be necessary or desirable to clarify the New Mexico gross receipts and compensating tax results of transactions related to the Project and may dispute, in any manner authorized by the New Mexico Tax Administration Act, any gross receipts or compensating tax liability imposed on the Company or the Issuer because of the Project. The Issuer will join in any reasonable modifications to this Agreement which are necessary or desirable to obtain Nontaxable Transaction Certificates or otherwise reduce the gross receipts and compensating tax imposed on the Company or the Issuer as a result of or in connection with the acquisition, assembly and installation of the Project Property and will otherwise cooperate with the Company to address any reasonable request of the Company regarding issues raised by TRD with respect to Non-Taxable Transaction Certificates. The Company will pay such gross receipts taxes and compensating taxes as may be required by law for all purchases of property other than Project Property, for all purchases after the Completion Date and for any purchases in amounts greater than the proceeds of the Bonds.

Section 4.6. Compliance With Law.

(a) The Company will obtain or cause to be obtained all necessary permits and approvals, for the occupancy, operation and maintenance of the Project Property and will comply in all material respects with all Applicable Environmental Laws and all lawful requirements of any governmental body, agency or department regarding the use, condition or operation of the Project Property. The Company may in good faith contest the validity or the

applicability of any such requirement. During the period of such contest and any related appeal, this Section 4.6 will be deemed satisfied with respect to the requirement so contested.

(b) To the extent that the use which the Company makes of the Project Property results in the manufacturing, treatment, refining, transportation, generation, storage, disposal or other release or presence of any hazardous substance or solid waste on or to the Project Site, such use will be in accordance with law, including any applicable regulations. For purposes of this paragraph, the terms “hazardous substance” and “release” will have the meanings specified in CERCLA, and the term “disposal” (or “disposed”) will have the meaning specified in RCRA; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning will apply subsequent to the effective date of such amendment, and provided, further, to the extent that the laws of the State establish a meaning for “hazardous substance,” “release,” or “disposal” which is broader than that specified in either CERCLA or RCRA, such broader meaning will apply; provided, further, that the term “hazardous substance” will also include those listed in the U.S. Department of Transportation Table (49 C.F.R. 172.101) and amendments thereto from time to time.

(c) The Company agrees to promptly notify the Purchaser and the Issuer of any material violation of any Applicable Environmental Laws of which the Company becomes aware.

(d) The Company shall, at the Company’s sole cost and expense, remove or take remedial action as and to the extent required by Applicable Environmental Laws with regard to any hazardous substance brought onto the Project Site or released from the Project Site by the Company or its employees, agents or contractors. If the Company fails to timely take any action required under this Section after notice from the applicable governmental entity having jurisdiction under Applicable Environmental Laws, the Issuer may, but shall have no obligation to, perform or arrange for the performance of such action and the Company shall, promptly upon demand therefore, reimburse the Issuer for all reasonable and customary costs actually incurred by the Issuer in connection with the completion of such performance. The Company shall indemnify, defend, protect and hold the Issuer and the Issuer’s commissioners, employees and agents free and harmless from any liability (including, without limitation, costs, reasonable attorneys and consulting fees, investigation and laboratory fees and litigation expenses) arising out of (a) a release of any hazardous substance in, on or under the Project Site or (b) the violation by the Company or its employees, agents or contractors of any Applicable Environmental Laws at the Project Site. The indemnity obligations stated in this Section (i) are in addition to the other indemnity obligations of Company hereunder, and shall survive the termination of this Agreement, but (ii) shall specifically exclude any liabilities or amounts arising out of or related to the gross negligence or willful misconduct of the Issuer or the Issuer’s Commissioners, employees and agents.

Section 4.7. Taxes and Utility Charges. The Company will pay or cause to be paid, as and when due, (i) all taxes, assessments, and governmental and other charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project Property, (ii) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project Property and (iii) all assessments and charges lawfully

made by any governmental body for public improvements that may be secured by any lien on the Project Property. The Company may, in good faith, contest the amount or validity of any such levy, tax, assessment or other charge by appropriate legal proceedings. During the period of such contest and any related appeal, this Section 4.7 will be deemed satisfied with respect to any such levy, tax, assessment or other charge so contested.

Section 4.8. Maintenance. The Issuer will not be under any obligation to, and will not, operate, maintain or repair the Project Property. The Company will, at its own expense, keep the Project Property in safe repair and in such operating condition as is needed for its operations. The Company will not be under any obligation to renew, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable, inappropriate or unnecessary equipment.

Section 4.9. Replacement and Removal of Project Property. The Company may replace or remove and/or sell, trade in exchange or otherwise dispose of any machinery, equipment or fixtures constituting a part of the Project Property, without any responsibility or accountability to the Issuer, and thereby acquire title to such machinery, equipment or fixtures, provided that such replacement or removal will not change the nature of the Project as a qualified “project” as defined in and as contemplated by the Act. Upon the request and at the expense of the Company, the Issuer will deliver to the Company appropriate instruments evidencing the acquisition by the Company of title to any machinery, equipment or fixtures permitted by this Section 4.9 to be so replaced or removed. The provisions of Article X govern the delivery and form of any such instruments. The removal from the Facility of any portion of the equipment, if any, pursuant to the provisions of this Section will not entitle the Company to any abatement or diminution in amount of the Basic Rent, Additional Payments, School PILOT or County PILOT payable under this Agreement. The Company may acquire machinery, equipment or other property (other than fixtures) which does not constitute a part of the Project Property and title to any such property will not thereby be transferred to the Issuer.

Section 4.10. Eminent Domain; Damage; Destruction. The Company will give prompt notice to the Issuer and the Purchaser of any material damage to or destruction of the Project Property. If either the Issuer or the Company receives notice of the proposed taking of all or any part of the Project Property by Eminent Domain, it will give prompt notice to the other and the Purchaser. Any such notice will describe generally the nature and extent of such damage, destruction, taking or proposed taking. The Proceeds resulting from the exercise of Eminent Domain with respect to or from any damage to or destruction of all or any portion of the Project Property shall at the option of the Purchaser, be applied to the prepayment of the Bonds or paid to the Company. All proceeds of insurance resulting from claims for losses to the Project and all proceeds of any condemnation award will be paid to the Company.

Section 4.11. Access and Inspection. The Company authorizes the Issuer and the Purchaser and their duly authorized agents during regular business hours, upon two (2) days prior written notice, (i) such rights of access to the Project Property as may be reasonably necessary to inspect the progress of the Project and (ii) the right of entry onto the Project Site for any purpose contemplated by this Agreement. Such rights of access and entry will not be terminated, curtailed or otherwise limited by any sale, assignment, lease or other transfer of the Project Property by the Company to any other Person. During any such access or entry, the

Issuer and the Purchaser shall comply with all safety related rules and policies of the Company and its contractors.

Section 4.12. Assessment in the Company's Name. If this Agreement has not been terminated on or before the thirtieth anniversary of the Closing Date, the Company will take all necessary action to have the Project Property assessed for property tax purposes in the name of the Company on or within 30 days before the thirtieth anniversary of the Closing Date, and the Company will pay all ad valorem taxes on the Project Property from and after the thirtieth anniversary of the Closing Date. If the Project Property must be conveyed to the Company to accomplish such assessment, the Issuer will convey the Project Property to the Company, and this Agreement will thereafter be construed to be an installment sale agreement and all terms and provisions of this Agreement will remain in full force and effect. The provisions of Article X govern the manner and form of any such conveyance. Notwithstanding the foregoing, if the Company fails to take all necessary action to have the Project Property assessed for property tax purposes in the name of the Company thirty (30) days before or on the thirtieth anniversary of the Closing Date, the Issuer may terminate this Agreement and execute, deliver and cause to be recorded, at the expense of the Company, appropriate documents reflecting such termination. In anticipation of the conveyance of the Project Property by the Issuer to the Company, the Issuer will, upon the request of the Company, deliver to an escrow agent agreed to by the Issuer and the Company appropriate documents, including, but not limited to, a quitclaim deed, an assignment of easements and other real property rights and a bill of sale, prepared by the Company at the Company's expense, conveying to the Company the Issuer's interest in the Project Property; such documents to be delivered to the Company at the time of purchase of the Project Property.

Section 4.13. Use of Project Property.

(a) The Company will use the Project Property continuously use or cause the Project Property to be used continuously during the Term so as to constitute a "project" within the meaning of the Act as in effect on the date of issuance of the Bonds. As used in the first sentence of this Section 4.13, "continuously" means regularly and on a schedule consistent with that of similar facilities in the United States. The Company shall not be in violation of this Section 4.13 for temporary cessation of operations, or cessations of operations during holiday periods, for maintenance or retooling, for reasonable periods for the repair or replacement of facilities damaged or destroyed, resulting from labor disputes, strikes or because of short-term slack demand, riots or acts of God or the public enemy, shortages of materials or supplies or for any other reason beyond the reasonable control of the Company, or under similar circumstances will not constitute a failure by the Company to comply with this Section 4.13.

(b) If the Company fails to comply with the first sentence of subsection (a) of this Section 4.13, the Company shall pay to the Issuer within ninety (90) days of such cessation, an amount equal to (i) that percentage (shown below corresponding to the applicable date of cessation) (the "Applicable Percentage") of the ad valorem taxes on real and personal Project Property that the Company would have been required to pay if the Bonds had not been issued by the Issuer and the Project Property had been subject to ad valorem taxation, calculated using mill levies and actual property tax valuations and rates for each applicable tax year, plus (ii) the

Applicable Percentage of the amount of gross receipts tax that would have been payable by vendors of the Project Property if the Bonds had not been issued and receipts from sales of the Project Property had not been deductible from gross receipts of the vendors, plus (iii) the Applicable Percentage of the amount of compensating tax that would have been payable by the Company with respect to the Project Property if the Bonds had not been issued less (iv) all amounts paid by the Company pursuant to Section 6.4.

Elapsed Time from Issuance of Bonds Prior to Cessation	Applicable Percentage of Abated Tax to be Repaid
Years 0-5	100%
Year 6	70%
Year 7	60%
Year 8	40%
Year 9	20%
Year 10 and thereafter	0%

Within thirty (30) days following such payment by the Company, the Company will take all necessary action to have the Project Property assessed for property tax purposes in the name of the Company.

The Company will give the Issuer not less than 12 months written notice of its intent to cease using the Project Property as required by the first sentence of Section 4.13(a) if such cessation occurs in year 10 or thereafter. If the Company fails to give such notice within such time frame, it shall pay to the Issuer (i) a Final Proportional School PILOT Payment to each School District and (ii) a Final Proportional County PILOT Payment to the Issuer concurrently with the termination of this Agreement. Each Final Proportional School PILOT Payment and the Final Proportional County PILOT Payment shall be in an amount that is the same percentage of the total annual payment for such year as the number of days in the year (running from the then-most recent anniversary of the date of this Agreement to the date of termination) bears to 365. In the event that this Agreement is terminated during any calendar year and the annual PILOTs shall have been paid, then the Company shall not owe any additional amounts for PILOTs corresponding to such termination.

Section 4.14. Existence. Unless its successor or the transferee of its assets, as the case may be, assumes in writing all of the obligations of the Company under the Bond Documents, the Company will maintain its existence as a legal entity and will not dispose of all or substantially all of its assets, other than through execution of this Agreement. The Company shall have the right to change its organizational structure so long as such a change does not result in the Project failing to constitute a “project” within the meaning of the Act as in effect on the date of issuance of the Bonds, provided such restructured organization assumes in writing or is liable for, by operation of law all of the obligations of the Company under the Bond Documents. Original executed copies of such assumption will be delivered to each of the other parties on or before the effective date of such succession or transfer. To the extent necessary under State law, the Company and its successors or transferees will become and remain authorized to transact business in the State and, if applicable, in good standing in the State.

Section 4.15. Subleases; Granting and Release of Easements; Amending or Modifying Subleases and Easements. The Company may at any time or times cause to be granted subleases, easements, licenses, rights-of-way (temporary or perpetual and including the dedication of public highways) subject to the Indenture and this Agreement, or the Company may cause to be amended, modified or released existing subleases, easements, licenses, rights-of-way and other rights or privileges in the nature of easements, held with respect to any property included in the Project Property with or without consideration, and the Issuer agrees that it will, at the expense of the Company, execute and deliver any instrument necessary or appropriate to confirm and grant, amend, modify or release any such sublease, easement, license, right-of-way or other right or privilege upon receipt of: (i) a copy of the instrument of grant, amendment, modification or release, and (ii) a written application of the Company signed by an authorized representative of the Company requesting such instrument and stating (1) that such grant, amendment, modification or release is not detrimental to the proper conduct of the business of the Company, and (2) that such grant, amendment, modification or release will not impair the effective use or materially interfere with the operation of the Project Property; will not materially diminish or impair the security intended to be given by or under this Agreement or the Indenture and will not materially diminish or impair the obligations of the Company or the rights of the Issuer under this Agreement or the Indenture.

Section 4.16. Insurance. The Company will keep the Project Property continuously insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with the operation of facilities of the type, location and size comparable to the Facility, as reasonably determined by the Company. Each policy of such insurance will show the Company as loss payee and the Issuer as an additional insured under such policies as the respective interests of such parties may appear. Such insurance may, to the extent permitted under applicable law, be provided by blanket policies maintained by the Company, by a captive insurance company controlled by the Company or through self-insurance. Such insurance will include extended coverage insurance and general liability insurance against liability for (i) claims for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition of the Project Property, and (ii) liability with respect to the Project Property under the workers' compensation laws of the State (unless the Company has complied with the requirements of the law of the State for self-insurance).

Section 4.17 Nuisance Not Permitted. The Company will use reasonable care to not commit a nuisance in connection with its use or occupancy of the Project Property. Operation of the Project in a manner consistent with industry standards for wind generation facilities shall not result in a finding of nuisance.

ARTICLE V LEASE; TERM; POSSESSION; RENT

Section 5.1. Lease of the Project Property; Term.

(a) The Issuer hereby agrees to lease the Project Property to the Company, and the Company hereby agrees to lease the Project Property from the Issuer pursuant to the terms of this

Agreement. This Agreement shall become effective upon its execution and delivery, and the leasehold estate created hereby and the Term shall then begin, and subject to the provisions of this Agreement, the Term shall expire on the earlier of (i) the thirtieth (30th) anniversary of the date of this Agreement or (ii) on such earlier date as the payment or redemption and discharge of the whole amount of the principal and interest on the Bonds at the time outstanding shall have been made as provided in the Indenture, or on such earlier date as arrangements satisfactory to the Issuer and the Purchaser for such payment or redemption and discharge of the Bonds shall have been made. The parties acknowledge that the Company may pay, discharge and redeem the Bonds by offsetting amounts owed under the Bonds to the Purchaser against monies owed to the Company by the Purchaser, including but not limited to monies advanced by the Company to the Purchaser in anticipation of making bond advances under the Indenture.

(b) Except as provided in Section 11.17, upon the termination of this Agreement, all right, title and interest of the Issuer and the Purchaser under this Agreement shall cease, terminate and become void, the Bonds shall cease to be entitled to any benefit under this Agreement, and all covenants, agreements and obligations of the Company to the Purchaser, the Issuer, and with respect to the School Districts, the School PILOT, shall thereupon cease, terminate and become void.

Section 5.2. Quiet Enjoyment. So long as no Event of Default has occurred and is continuing, the Issuer will not take any action, other than pursuant to Section 4.12 or Article VIII, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project Property during the Term (except as necessary with respect to Eminent Domain or condemnation for public projects and purposes) and will, at the request of the Company and at the Company's expense, including all expenses incident to any legal action, to the extent that the Issuer may lawfully do so, join in any legal action in which the Company asserts its right to such possession and enjoyment.

Section 5.3. Basic Rent and Additional Payments.

(a) The Company will pay to the Purchaser for the account of the Issuer such amounts at such times as are required to make all payments of principal of, interest on and redemption price of the Bonds in accordance with the terms of the Bonds and the Indenture as and when due (the "Basic Rent"), and the Company shall take all such actions relating to the withholding and reporting of interest as are required by the Internal Revenue Code of 1986, as amended. A copy of the anticipated payment schedule for the Bonds is attached hereto as Schedule 5.3(a). The parties acknowledge that the Company may pay, discharge and redeem the Bonds by offsetting amounts owed under the Bonds to the Purchaser against monies owed to the Company by the Purchaser, including but not limited to monies advanced by or on behalf of the Company to or on behalf of the Purchaser in anticipation of making bond advances under the Indenture.

(b) The Company will make the following payments (the "Additional Payments") to or on behalf of the Issuer: all actual costs, expenses and taxes (including, but not limited to costs attributable to work performed by in-house staff and the fees of its outside advisors including counsel and its financial advisor) paid or incurred by the Issuer in connection with (i) the

discussion, review, negotiation, preparation, approval, execution and delivery of the Bonds, the Indenture, this Agreement, and the other documents and instruments related hereto and thereto through the Closing Date, all of which amounts shall be paid in full on or before the Closing Date, (ii) any amendments or modifications to any of the foregoing documents, instruments or agreements and the negotiation, preparation, approval, execution and delivery of any and all documents necessary to effect such amendments or modifications, (iii) the enforcement by the Issuer or the School Districts, during or after the Term of any of the rights or remedies of the Issuer or the School Districts under any of the foregoing documents, instruments or agreements including without limitation, costs and expenses of collection, whether or not suit is filed, (iv) the servicing and administration of the Bonds during the Term or thereafter, including the preparation of disclosures under GASB 77, and (v) any requested subordination of the Issuer's interest in the Project Property to a Lender.

Section 5.4. Obligations Unconditional; Rights of Setoff.

(a) The obligation of the Company to pay Rent and to perform its other obligations under this Agreement is absolute and unconditional and, except as otherwise provided in 5.4(b) below, will not be subject to diminution by setoff, counterclaim, abatement or otherwise, whether as a result of Eminent Domain with respect to, damage to or destruction of or removal of all or any portion of the Project Property or any other event or condition. In the event the Issuer fails to perform its obligations under this Agreement, the Company may, subject to the limitations imposed by Section 11.3, institute such action against the Issuer as the Company may deem necessary to compel performance of those obligations of the Issuer. The Company may also, at its own cost and expense and in its own name or, if necessary, in the name of the Issuer prosecute or defend any action or proceeding or take any other action involving third parties which the Company deems reasonably necessary in order to secure or protect its title to or its right of possession, occupancy and use of the Project Site and the Project Property. In such event, if no Event of Default has occurred and is continuing, the Issuer will cooperate with the Company, so long as it is not the adverse party, upon receipt of indemnity satisfactory to the Issuer against any out-of-pocket cost, expense (including reasonable counsel fees and expenses) or liability the Issuer may incur or suffer as a result of or in connection with such cooperation.

(b) Notwithstanding the above paragraph, it is the intention of this Agreement that the Company shall make Basic Rent payments to the Purchaser for the account of the Issuer, in such amounts and at such times as are required to make payments of principal of, interest on and redemption price of the Bonds in accordance with the terms of the Bond Documents as and when due, and the parties acknowledge that all such Basic Rent payments may be offset against any monies due and payable to the Company from the Purchaser in connection with any funds advanced by or on behalf of the Company to or on behalf of the Purchaser in anticipation of any Advances to the Acquisition Account (as defined in the Indenture) as provided for under Section 702 of the Indenture. The Purchaser will look only to the Company for payment of the Bonds and upon the security granted in the Indenture for the Company's obligations under this Agreement. As described in Section 7.1, the Issuer will assign and pledge to the Purchaser certain of its rights, title and interests in and to this Agreement including the right to receive payments of Basic Rent hereunder.

ARTICLE VI SPECIAL COVENANTS

Section 6.1. Recording and Filing; Further Assurances. The Company will, at the expense of the Company, take all actions that at the time are and from time to time may be reasonably necessary to perfect, preserve, protect and secure the interests of the Issuer and the Purchaser in and to the Rent and in the Project Property, including, without limitation, the recordation of this Agreement and the Indenture, the filing of financing statements and continuation statements and the execution, acknowledgment, delivery, filing and recordation of such other instruments as may reasonably be required in carrying out the intention of or facilitating the performance of this Agreement. The Issuer will cooperate with the Company in all such matters.

Section 6.2. Claims; Liens. The Company will pay and discharge and will indemnify and hold harmless the Issuer from (a) any lien or charge upon payments by the Company to, or for the account of, the Issuer under this Agreement (other than the Indenture) and (b) any taxes, assessments, impositions and other charges in respect of the Project Property. If any such lien or charge upon payments, or any such taxes, assessments, impositions or other charges, are sought to be imposed, the Issuer will give prompt notice to the Company of any such lien, taxes, assessments, impositions or other charges of which the Issuer has actual notice, and the Company will have the sole right and duty to assume the defense of the same and will have the power to litigate, compromise or settle the same.

Section 6.3. Release and Indemnification.

(a) Except as provided in this Section 6.3, the Company releases the Issuer, its Commissioners, officials, employees and agents (each an "Indemnitee") from, and will indemnify each Indemnitee against all liabilities, claims, costs and expenses ("Losses") imposed upon, incurred or asserted against, any Indemnitee on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the installation, maintenance, operation and use of the Project Property; (ii) the inaccuracy of any representation by the Company (regardless of whether the Company was aware of such inaccuracy at the time the representation was made) or any breach or default on the part of the Company in the performance of any representation, covenant or agreement of the Company under this Agreement, or any related document, or arising from any acts or failure to act by the Company, or any of its agents, contractors, servants, employees or licensees; (iii) the Company's failure to comply with any requirements of this Agreement; (iv) suits, legal or administrative proceedings, demands, losses, liabilities, damages, claims, causes of action, costs and expenses resulting from or in any way connected with the presence, release or disposal in or under the Project Site of, any hazardous substances (as defined in CERCLA), hazardous wastes (as defined in RCRA), oils, radioactive materials, asbestos in any form or condition, any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any Applicable Environmental Law; (v) any action by the Company in connection with the authorization, issuance and sale of the Bonds; (vi) any liability, whether under federal or state securities laws or otherwise, that may arise as a result of inaccurate information supplied by the Company in connection with the issuance of the Bonds or any

subsequent sale of the Bonds; (vii) any other loss, claim, damage, penalty, liability, disbursement, litigation expenses and attorneys' fees or court costs arising out of or in any way relating to the execution or performance of this Agreement, actions taken under the Indenture, the issuance of the Bonds, the ownership or leasing of the Project Property or any other cause whatsoever pertaining to the Project Property; and (viii) any claim, action or proceeding brought with respect to the matters set forth in clauses (i) through (viii). The Issuer will not be liable to the Company, and the Company releases and discharges the Issuer from, any liability for any and all losses, costs, expenses (including attorneys' fees), damages, judgments, claims and causes of action paid, incurred or sustained by the Company as a result of or relating to any action, or failure or refusal to act on the part of the Purchaser or the Depositary with respect to the Bonds, the Bond Documents or documents and the transactions contemplated thereby, including without limitation the exercise by the Purchaser of any of its rights thereunder. This Section 6.3 is not intended in any way to detract from provisions of the Bond Documents to the effect that the Issuer is not to incur any pecuniary liability with respect to the transactions contemplated by the Bond Documents.

(b) Notwithstanding the fact that it is the intention of the parties that the Issuer will not incur pecuniary liability by reason of this Agreement or the undertakings of the Issuer under this Agreement, by reason of the issuance of the Bonds, the execution of the Bond Documents, the performance of any act required of it by the Bond Documents, the performance of any act related to the Bond Documents or the Bonds requested of it by the Company or its position as owner or lessor of the Project Property, nevertheless if the Issuer incurs any such pecuniary liability or the same is claimed or sought, then in such event the Company will indemnify and hold harmless the Issuer against all claims by or on behalf of any person arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the Issuer, the Company will defend the Issuer in any such action or proceeding.

(c) In case a claim is made or any action or proceeding is brought against an Indemnitee based on matters described in this Section 6.3 and for which indemnity is sought against the Company pursuant to this Section 6.3, the Indemnitee shall promptly notify the Company in writing, and the Company, upon receipt of that notice, shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by the Company and approved in writing by the Issuer (provided, that such approval by the Issuer shall not be unreasonably withheld or delayed), the payment of all expenses and the right to negotiate and consent to settlement. The failure of an Indemnitee to provide timely notice will not relieve the Company from any of its obligations under this Section 6.3 unless that failure prejudices the defense of the claim or action by the Company, in which case the liability of the Company under this Section 6.3 shall be reduced only by an amount equal to the amount of the loss sustained by the Company solely as a result of such failure to notify. If Indemnitee is advised in a written opinion of counsel that there may be legal defenses available to Indemnitee which are adverse to or in conflict with those available to the Company, or that the defenses of Indemnitee should be handled by separate counsel, the Company shall not have the right to assume or cause the assumption of the defense of Indemnitee. If the Company fails to assume or cause the assumption of the defense of such action or to retain counsel reasonably satisfactory to the Issuer within a reasonable time after notice of the commencement of such action, the fees and expenses

of counsel retained by Indemnitee shall be paid by the Company. Notwithstanding, and in addition to any of the foregoing, Indemnitee shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid solely by such Indemnitee unless the employment of such counsel has been specifically authorized in writing by the Company, or if representation by the counsel retained by the Company would be inappropriate due to actual or potential differing interests between such Indemnitee and any other party represented by such counsel in such proceeding. The Company shall not be liable for any such claim or in any such action (i) with respect to any settlement without the prior written consent of the Company, or (ii) with respect to the gross negligence or willful misconduct of any of the Indemnitee.

(d) The Company will have no obligation to release and/or indemnify any Indemnitee (i) with respect to any settlement entered into by such Indemnitee without the prior consent of the Company (which consent will not be unreasonably withheld or delayed), or (ii) for Losses to the extent that such Losses are caused by the gross negligence or willful misconduct of any of the Indemnitees.

(e) The provisions of this Section 6.3 will survive the payment of the Bonds and the termination of this Agreement.

Section 6.4. Payments in lieu of Taxes to the Issuer and the School Districts. The Company shall pay the County PILOT to the Issuer, and the School PILOT to the School Districts, on the first anniversary of the date of this Agreement and, thereafter, on each succeeding anniversary, so long as the Issuer continues to be the owner of the Project Property. The School PILOT has been negotiated with the School Districts and fully satisfies the requirements of NMSA 1978, Section 4-59-4(A) (2003), as amended and supplemented. The payment provisions of this Section 6.4 may be amended only by a written agreement executed by all of the Company, the Issuer and the School Districts. The provisions of this Section 6.4 shall survive the termination of this Agreement.

In the event payment of any such PILOT is not made when due, the Issuer or the School Districts may impose a late fee equal to five percent (5%) of the amount not paid after the expiration of the cure period under Section 8.3 hereof.

Section 6.5. GASB 77 Reporting Information. The Company shall provide, promptly upon the Issuer's request, annually or more frequently if the Issuer so requests, such information concerning (i) expenditures of Bond proceeds, (ii) the estimated value of the Project Property, (iii) estimates of the amounts and types of tax avoided by virtue of the issuance of all industrial revenue bonds by the Issuer for the benefit of the Company and any Affiliates of the Company, and (iv) all other information reasonably requested by the Issuer for the purpose of the Issuer's annual disclosure of tax expenditures under GASB 77.

ARTICLE VII ASSIGNMENT, LEASING AND SELLING

Section 7.1. Assignment of Rights by the Issuer. Concurrently with issuance of the Bonds, the Issuer will assign to the Purchaser certain of the Issuer's rights, title and interests in and to this Agreement, pursuant to the Indenture, as security for payment of the principal of, interest on and redemption price of the Bonds. Thereafter, the Purchaser will be vested with, and authorized to exercise, such rights of the Issuer and the Purchaser under this Agreement. The Company consents to such assignment.

Section 7.2. No Other Transfer by Issuer. Except for the assignment described in Section 7.1 and Article X hereof or transfer to the Company in accordance with Section 4.12 or 8.3, the Issuer will not sell, assign, transfer or convey its rights, title or interests in this Agreement or the Project Property, or its obligations under this Agreement. Except for tax liens created or permitted by the Company, the Issuer will not cause or create any liens on the Project Property or the Project Site and will cooperate with the Company to defend the Project Property, the Project Site and the Company from and against any claims of lien.

Section 7.3. Assignment, Lease, Mortgage and Sale by the Company. The rights and interests of the Company in, to and under this Agreement may be assigned, and the rights and interests of the Company in and to the Project Property may be assigned, subleased, mortgaged or sold as a whole or in part by the Company, without the consent of the Issuer, provided that under any such assignment or sale the Company remains liable for making payments of Rent and for the performance of its other obligations under this Agreement except where (i) the assignee or purchaser of all of the Company's interest in the Project Property assumes in writing the obligations of the Company under this Agreement, (ii) the financial standing of the assignee or purchaser immediately following such assignment or sale is the same or better than that of the Company immediately preceding such assignment or sale and (iii) the Issuer consents; provided that the Issuer's consent shall not be required where the Company and the assignee are Affiliated Entities. For purposes of this Agreement, "financial standing" shall mean (a) the ownership or other beneficial possession of title to, all of the Project Property and all material rights and assets with respect to the Project, and (b) no material liabilities other than liabilities arising from, or in connection with, the Project. Any mortgagee or assignee that does not directly hold an interest in the Project Property or whose interest is held solely for security purposes shall have no obligation or liability under this Agreement prior to the time the mortgagee or assignee directly holds an interest in this Agreement or succeeds to absolute title to the Company's interest in the Project Property. A mortgagee or assignee shall be liable to perform obligations under this Agreement only for and during the period it directly holds such interest or absolute title.

Section 7.4 Collateral Assignment. The Company shall be permitted to assign this Agreement to its Lenders as collateral for any financing or refinancing of the Project; provided, Company shall be responsible at Issuer's request for Issuer's reasonable costs associated with the review, negotiation, execution and delivery of documents in connection with such assignment, including reasonable attorneys' fees. Issuer shall, upon request by Company and, at Company's sole expense, cooperate reasonably to execute, or arrange for the delivery within thirty (30) days

of such request or such longer time as is reasonable under the circumstances, those normal, reasonable and customary consents, certificates, opinions and other documents and provide such other normal and customary representations or warranties (all in a form reasonably acceptable to Issuer including exclusions, assumptions and caveats typical for such documents or necessary for the accuracy or delivery thereof), as may be necessary to assist Company in consummating any financing or refinancing of the Project Property or any part thereof.

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined. Each of the following events is an “Event of Default”:

- (a) Failure by the Company to make any Rent payment, Additional Payments, or PILOT payments when due which continues unremedied for a period of 30 days after the provision by the Issuer, the School Districts or the Purchaser of written notice of non-payment.
- (b) Any representation of the Company in any Bond Document or in any document or agreement delivered to any of the other parties in connection with the transactions contemplated by any Bond Document proves to have been incorrect in any material respect when made and remains incorrect for a period of 30 days after written notice specifying such error and requesting that it be remedied is given by the Issuer unless such error cannot be remedied within 30 days and the Company has instituted corrective action within 30 days after such notice and diligently pursues such action until such failure is remedied.
- (c) A decree or order for relief by a court of competent jurisdiction is entered in an involuntary case under any federal or state bankruptcy, insolvency or similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Company or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days, or the commencement by the Company of a voluntary case under such law, or the consent by the Company either to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Company or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the taking of action by the Company to authorize or effect any of the foregoing. Provided, however, neither the bankruptcy nor the insolvency of the Company shall be grounds for default as long as all Basic Rent payments, PILOT payments and Additional Payments, and all other monetary charges payable by the Company under this Agreement are paid in accordance with this Agreement.
- (d) Except as provided in Section 8.1(a), failure by the Company to perform any of its material obligations under this Agreement for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Company by the Issuer or the Purchaser, unless such failure is of a type which cannot reasonably be remedied within 30 days and the Company has instituted corrective action within 30 days after such notice and diligently pursues such action until such failure is remedied.

Section 8.2. Purchaser Remedies. The Issuer shall not be entitled to exercise any default remedies against the Company or the Project Property pursuant to this Agreement without the prior written consent of the Purchaser, except as (and then only to the extent) provided in Section 8.3 of this Agreement. If an Event of Default occurs and is continuing, the Purchaser (or its assignee), as the assignee of the Issuer under the Indenture and on behalf of the Issuer, may, but is not required to, take any one or more of the following remedial steps:

(a) By written notice to the Company declare all amounts of Basic Rent payable for the remainder of the Term as are required to provide for the Payment of the Bonds to be immediately due and payable, whereupon the same will be immediately due and payable;

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the Rent then due and thereafter to become due or to enforce the performance and observance of any obligation of the Company under this Agreement or the Indenture;

(c) Exercise any remedies provided for in the Indenture; or

(d) Terminate this Agreement; provided, however, that upon any such termination, all amounts owed to the Issuer hereunder shall be paid, and the Issuer shall immediately reconvey the Project Property to the Company in accordance with Article X.

As the assignee of the Issuer, subject to Section 8.3, the Purchaser (or its assignee) has the sole right and responsibility for the exercise of any remedies if an Event of Default occurs and is continuing.

Section 8.3. Issuer Remedies. If:

(a) the Company fails to comply with its obligations set forth in Sections 4.5 (Gross Receipts Tax and Compensating Tax), 4.6 (Compliance with Law) , 4.7 (Taxes and Utility Charges), 4.11 (Access and Inspection),, 4.13 (Use of Project Property), 4.16 (Insurance), 6.2 (Claims; Liens), 6.3 (Release and Indemnification), 6.5 (GASB 77) or 8.5 (Agreement to Pay Attorneys' Fees), and such failure continues for 60 days after the Issuer gives the Company written notice of such failure; or

(b) the Company fails to comply with its obligations under Section 5.3(b) or 6.4, such failure continues for 30 days after the Issuer or Purchaser or its assignee gives the Company written notice of such failure; or

(c) any representation of the Company in any Bond Document or any document or agreement delivered to any of the other parties in connection with the transactions contemplated by the Bond Documents proves to have been incorrect in any material respect when made;

then, subject to Section 8.6 hereof, the Issuer may, in addition to exercising any other remedy available at law or in equity take whatever action at law or in equity is necessary to enforce the performance of the obligations of the Company insofar as those provisions require

payments from the Company to the Issuer or establish rights of the Issuer under Sections 4.5, 4.6, 4.7, 4.11, 4.13, 4.16, 5.3(b), 6.2, 6.3, 6.4, 6.5, and 8.5, as applicable, which rights are not assigned to the Purchaser under the Indenture but are also enforceable by the Purchaser. In addition, the Issuer may also, immediately terminate this Agreement and reconvey the Project Property to the Company; provided, however, that if any conditions described in Subsections 8.3(a), (b) or (c) cannot be cured within the time allotted for cure, if the Company initiates and proceeds with due diligence to effect a cure, a default will not be deemed to have occurred as long as the Company cures the default within a reasonable period.

Section 8.4. Notice of Default. The Company will promptly give notice of the occurrence of any Event of Default to the Issuer, the Purchaser and the Depositary.

Section 8.5. Agreement to Pay Attorneys' Fees and Expenses. If an Event of Default, or an event which with the giving of notice or the passage of time, or both, would constitute an Event of Default, occurs, and the Issuer incurs expenses, including reasonable attorneys' fees, in connection with the enforcement or administration of this Agreement, the Company will reimburse the Issuer for the reasonable expenses so incurred, upon request. Such amounts shall constitute Additional Payments.

Section 8.6. Right to Cure Defaults.

(a) To prevent termination of this Agreement, the Purchaser, any mortgagee or assignee of the Company that holds an interest in the Project Property as security shall have a right, but not the obligation, at any time to perform any act necessary to cure any default and to prevent the termination of this Agreement. The Issuer will not terminate or suspend its performance under this Agreement until it first gives written notice of such default to the Purchaser, and any mortgagee or assignee of which the Issuer has been given written notice and allows the Purchaser, and such mortgagee or assignee the right to cure such default within the applicable cure period under this Agreement. In addition, if the Purchaser, or such mortgagee or assignee gives the Issuer written notice prior to the expiration of the applicable cure period of the Purchaser's or such mortgagee's or assignee's intention to cure such default (which notice shall include a reasonable description of the time during which it anticipates to cure such default) and is diligently proceeding to cure such default, notwithstanding the applicable cure period under this Agreement, the Purchaser, any mortgagee or assignee shall have a period of sixty (60) days (or if such default is for failure by the Company to pay an amount to the Issuer which is due and payable under this Agreement, thirty (30) days) from the Purchaser's or the mortgagee's or assignee's receipt of the notice of such default from the Issuer to cure such default.

(b) If any default by the Company under this Agreement cannot be cured without obtaining possession of all or part of the Project Property, then any such default shall be deemed remedied if the Purchaser, a mortgagee or assignee (i) in the applicable cure period provided in Section 8.3(a) and 8.3(b) and 8.6(a) (including the aggregate cure period provided under Section 8.6(a)) begins appropriate judicial or non-judicial proceedings to obtain the same; (ii) diligently prosecutes any such proceedings to completion; and (iii) after gaining possession of all or part of the Project Property diligently proceeds to cure and perform all other obligations as and when the same are due in accordance with the terms of this Agreement. If the Purchaser, a mortgagee or

assignee is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the period specified above for commencing proceedings shall be extended for the period of such prohibition.

(c) If the Purchaser, a mortgagee or assignee (or a receiver requested by a mortgagee) succeeds to the interest of the Company in the Project, such successor party shall pay or cause to be paid the Rent, PILOT payments, Additional Payments and all other monetary charges payable by the Company under this Agreement from the date in which the Purchaser, mortgagee or assignee (or receiver requested by a mortgagee) succeeds to such interest and those which accrue thereafter during the term of this Agreement.

ARTICLE IX PREPAYMENTS

The Company may at any time without penalty (including after the occurrence and during the continuance of an Event of Default) and for any reason cause all or any portion of the Bonds to be redeemed in accordance with the provisions of the Indenture by giving notice of such redemption to the Issuer, the Purchaser and, if there are monies on deposit in the Acquisition Account (as defined in the Indenture), to the Depository not less than forty-five (45) days before the redemption date, or such shorter period to which the Purchaser and the Company may agree. Such notice will specify the redemption date and the principal amount of the Bonds to be redeemed. On the redemption date the Company will prepay the Rent in an amount equal to such principal amount plus accrued interest on such principal amount to the redemption date by payment of such amounts to the Purchaser, will pay all Additional Payments, plus interest, if any, owed to the Issuer as of such date. The parties acknowledge that the Company may prepay, pay, discharge and redeem the Bonds by offsetting amounts owed under the Bonds to the Purchaser against monies owed to the Company by the Purchaser, including but not limited to monies advanced by the Company to the Purchaser in anticipation of making Bond advances under the Indenture.

ARTICLE X PURCHASE OF PROJECT PROPERTY

The Company will purchase and the Issuer will sell the Project Property for \$1.00 at the expiration or sooner termination of the Term. The Company will give written notice to the Issuer and to the Purchaser, if the Bonds are then unpaid or provision for their payment has not been made, and will specify therein the date of termination and closing such purchase which date shall be the same date and which date will be not less than 15 nor more than 90 days from the date such notice is mailed. At the closing of such purchase, the Issuer will, upon receipt of the purchase price, deliver to the Company or its nominee appropriate documents, including, but not limited to, a quitclaim deed, assignment of easements and other real property rights and a bill of sale, as applicable, prepared by the Company at the Company's expense, conveying to the Company without representation or warranty the Issuer's interest in the Project Property, as it exists at the time of such purchase, subject only to: (i) those liens and encumbrances, if any, to which the Project Property was subject when conveyed to the Issuer; (ii) those liens and encumbrances created by the Company and or to the creation or suffering of which the Company

consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform any of its obligations under this Agreement; and (iv) any other lien arising as a matter of law. The Company may exercise its rights under this Article X, whether or not a Default or an Event of Default has occurred and is continuing, so long as all Additional Payments and PILOT payments due to the Issuer and the School Districts are paid on or before the date of closing of such purchase. If the Company fails to take all necessary action to have the Project Property assessed for tax purposes in the name of the Company at the expiration of the Term, the Issuer may execute, deliver and cause to be recorded, at the expense of the Company, a bill of sale with respect to the Project Property and other appropriate documents reflecting the termination of this Agreement. If at the time of closing the Indenture has not been satisfied in full and released of record, a release by the Purchaser of the Indenture will also be delivered to the Company (or its designee). The right to prepay granted to the Company in this Agreement is and will remain prior and superior to the Indenture.

ARTICLE XI MISCELLANEOUS

Section 11.1. Remedies. No right or remedy conferred on any Party in this Agreement is intended to be exclusive of any other right or remedy conferred on such Party in this Agreement. Except as provided in Section 11.3, each such right or remedy is in addition to every other right or remedy provided in any of the Bond Documents or by law; provided, that the remedies of Purchaser and/or Issuer in respect of an Event of Default or other breach of any Bond Document by the Company shall be limited in all cases to those expressly provided in Article VIII hereof. No delay or omission of any Party to exercise any such right or remedy will impair any such right or remedy or be construed to be a waiver. Every such right or remedy may be exercised from time to time and as often as the relevant Party may deem expedient. No waiver by any Party of any right or remedy with respect to any Default or Event of Default will extend to or affect any other existing or subsequent Default or Event of Default.

Section 11.2. Beneficiaries. Nothing in this Agreement expressed or implied is intended or is to be construed to confer upon any Person other than the parties and their successors and assigns (and, in the case of Section 6.3 of this Agreement, the Indemnitees, and, in the case of Section 6.4, the School Districts) any right, remedy or claim, legal or equitable.

Section 11.3. Limitation of Issuer's Liability. No agreements or provisions contained in the Bond Documents nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with any property of the Company financed, directly or indirectly, out of Bond proceeds or the issuance, sale and delivery of the Bonds will give rise to any pecuniary liability of the Issuer, its officials, employees, agents or members of its governing body or constitute a charge against the Issuer's general credit, or obligate the Issuer financially in any way, except with respect to the revenues available under this Agreement or under the Indenture provided by the Company and pledged to the payment of the Bonds, and their application as provided under the Indenture. No failure of the Issuer to comply with any terms, covenants or agreements in this Agreement or in any document executed by the Issuer in connection with the Bonds will subject the Issuer, its officials, employees, agents and members of its governing body to any pecuniary charge or liability except to the extent that the same can

be paid or recovered from the revenues available under this Agreement or under the Indenture provided by the Company and pledged to the payment of the Bonds. Nothing in this Agreement will preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement in this Agreement or in the Indenture; provided, however, that no monetary relief will be recoverable from the Issuer except as may be payable from the funds available under this Agreement or under the Indenture provided by the Company and pledged to the payment of the Bonds.

Notwithstanding any other provisions of this Agreement, none of the provisions of this Agreement shall require the Issuer to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder unless it shall have first been adequately indemnified to its satisfaction against the cost, expense and liability which may be incurred thereby.

Section 11.4. No Violation of Public Policies Regarding Indemnity. To the extent, if at all, a court of competent jurisdiction determines that NMSA 1978, Section 56-7-1 (2005), applies to any indemnification provisions in this Agreement, including certain types of insurance coverage as set forth in NMSA 1978, Section 56-7-1 (2005), such provisions shall not apply to or extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee or additional insured, as the case may be, its officers, employees or agents and shall further be limited, if required, by the provisions of NMSA 1978, Section 56-7-2 (2003).

Section 11.5. Notices. Any notice, demand, direction, request, consent, approval, report or other instrument authorized or required by this Agreement or the Bond Ordinance to be executed, given or filed will be in writing and will be deemed to have been sufficiently given or filed for all purposes of this Agreement when delivered by hand delivery or by overnight courier or on the third business day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Issuer:	Torrance County, New Mexico Attn: County Clerk PO Box 767 205 S. Ninth St. Estancia, NM 87016 Telephone: (505) 544-4350 FAX: (505) 384-4080
with a copy to:	Jill Sweeney, Esq. Sherman & Howard, L.L.C. 500 Marquette Avenue NW, Suite 1203 Albuquerque, NM 87102 Telephone: (505) 814-6958 E-mail: jsweeney@shermanhoward.com

If to the Purchaser: _____

If to the Company: _____

Any Party may, by notice to the other parties, designate any further or different addresses to which subsequent notices, certificates or other communications are to be sent.

Section 11.6. Severability. In case any one or more of the provisions of this Agreement is for any reason held to be illegal or invalid, such illegality or invalidity will not affect any other provision of this Agreement, but this Agreement will be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement of the Issuer or the Company contained in this Agreement is for any reason held to be in violation of law, then such covenant, stipulation, obligation or agreement will be deemed to be the covenant, stipulation, obligation or agreement of the Issuer or the Company to the full extent permitted by law.

Section 11.7. Successors. Wherever the Issuer is referred to in this Agreement, it will be deemed to include its successors and all covenants and agreements in this Agreement will bind and inure to the benefit of the Issuer's successors. Wherever the Company is referred to in this Agreement, it will be deemed to include its successors in interest to the Project Property and all covenants and agreements in this Agreement will bind and inure to the benefit of such successors.

Section 11.8. Title, Headings. The title and headings of the articles, sections and subdivisions of this Agreement have been used for convenience only and do not modify or restrict any of the terms or provisions of this Agreement.

Section 11.9. Execution in Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together will constitute one instrument.

Section 11.10. Applicable Law. The validity, construction and effect of this Agreement will be governed by the law of the State of New Mexico applicable to agreements made and to be performed in the State of New Mexico.

Section 11.11. Obligations of Issuer Not Obligations of Officials Individually. No obligation under any of the Bond Documents or the Bonds will be deemed to be an obligation of any present or future officer (including, without limitation, County Commissioners) or employee of the Issuer in his or her individual capacity, and no officer of the Issuer who executes the Bonds will be personally liable on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 11.12. Payments Due on Days That Are Not Business Days. If the date for any payment due hereunder is not a Business Day, as defined in the Indenture, then such

payment will be made on the next Business Day and no interest on such payment will accrue for such period.

Section 11.13. Federal Income Tax Treatment of Lease. The Issuer and the Company acknowledge that this Agreement constitutes a financing for federal income tax purposes and not a lease of the Project Property, to the extent permitted by law. The Issuer and the Company further acknowledge that the Company shall, to the extent permitted by law, be entitled to all federal income tax attributes attributable to ownership of the Project Property, including the right to claim depreciation or cost recovery deductions and the right to claim any federal tax credits (or federal grants in lieu thereof) arising from ownership of the Project Property. Each of the Issuer and the Company agree not to file tax returns inconsistent with this Section 11.13.

Section 11.14. Amendments. Except for Section 6.4 which may be amended only by an instrument executed by the School Districts, the Company and the Issuer, this Agreement may be amended only by an instrument executed by the Issuer and the Company and consented to by the Purchaser.

Section 11.15. Further Assurances and Corrective Instruments. The Issuer and the Company agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments to this Agreement and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

Section 11.16. Recordation. The Company may cause this Agreement, or a memorandum of this Agreement, in form and substance satisfactory to the Issuer, to be kept, recorded and filed in such manner and in such places as may be required by law to fully evidence, preserve and protect the leasehold estate of the Company.

Section 11.17. Survivals. The provisions of Sections 4.6 (Compliance with Law), 4.12 (Assessment in Company Name), 5.3(b) (Additional Payments), 6.2 (Claims; Liens), 6.3 (Release and Indemnification), 6.4 (Payments in lieu of Taxes to Issuer and School Districts), 8.3 (Issuer Remedies), 8.5 (Agreement to Pay Attorneys' Fees and Expenses) and Article XI (Miscellaneous) shall survive the termination of this Agreement.

[Signature pages follow]

BOARD OF COUNTY COMMISSIONERS,
TORRANCE COUNTY, NEW MEXICO

By: _____
Ryan Schweback, Chair

(SEAL)

ATTEST:

By: _____
Linda Jaramillo, County Clerk

STATE OF NEW MEXICO)
)
COUNTY OF TORRANCE)

This instrument was acknowledged before me on this _____ day of _____, 2019, by Ryan Schweback, as Chair of the Board of County Commissioners, Torrance County, New Mexico.

(NOTARY SEAL)

Notary Public

My Commission Expires: _____

LA JOYA WIND, LLC

By: _____

Name: _____

Title: Vice President

STATE OF _____)

)

COUNTY OF _____)

)

This instrument was acknowledged before me on this _____ day of _____, 2019, by _____, as Vice President of La Joya Wind, LLC, a Delaware limited liability company.

(NOTARY SEAL)

Notary Public

My Commission Expires: _____

EXHIBIT A

Project Property and Project Site

1. PROJECT PROPERTY: Wind energy generation facilities and associated electrical generating equipment and real property used to generate electricity from wind energy.
2. PROJECT SITE:
[see attached legal descriptions]

SCHEDULE 5.3(a)

PAYMENT SCHEDULE
TORRANCE COUNTY, NEW MEXICO
TAXABLE INDUSTRIAL REVENUE BONDS
(LA JOYA WIND, LLC PROJECT II)
SERIES 2019B

\$385,000,000

Year	Total Debt Service	Principal	Interest
2020	19,250,000	-0-	19,250,000
2021	19,250,000	-0-	19,250,000
2022	19,250,000	-0-	19,250,000
2023	19,250,000	-0-	19,250,000
2024	19,250,000	-0-	19,250,000
2025	19,250,000	-0-	19,250,000
2026	19,250,000	-0-	19,250,000
2027	19,250,000	-0-	19,250,000
2028	19,250,000	-0-	19,250,000
2029	19,250,000	-0-	19,250,000
2030	19,250,000	-0-	19,250,000
2031	19,250,000	-0-	19,250,000
2032	19,250,000	-0-	19,250,000
2033	19,250,000	-0-	19,250,000
2034	19,250,000	-0-	19,250,000
2035	19,250,000	-0-	19,250,000
2036	19,250,000	-0-	19,250,000
2037	19,250,000	-0-	19,250,000
2038	19,250,000	-0-	19,250,000
2039	19,250,000	-0-	19,250,000
2040	19,250,000	-0-	19,250,000
2041	19,250,000	-0-	19,250,000
2042	19,250,000	-0-	19,250,000
2043	19,250,000	-0-	19,250,000
2044	19,250,000	-0-	19,250,000
2045	19,250,000	-0-	19,250,000
2046	19,250,000	-0-	19,250,000
2047	19,250,000	-0-	19,250,000
2048	19,250,000	-0-	19,250,000
2049	404,250,000	\$385,000,000	19,250,000

Schedule 5.3(a)

TORRANCE COUNTY, NEW MEXICO
BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. ____

A SUPPLEMENTAL ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (LA JOYA WIND, LLC PROJECT II), SERIES 2019B TO BE ISSUED PURSUANT TO THE MASTER ORDINANCE NO. 2019-02 IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$385,000,000 TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF WIND ENERGY GENERATION FACILITIES FOR THE PURPOSE OF GENERATING ELECTRICITY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A LEASE AGREEMENT, A BOND PURCHASE AGREEMENT, THE BONDS, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2019B BONDS AND THE PROJECT; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE 2019B BONDS AND THE PROJECT; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

WHEREAS, Torrance County (the “County”) is a legally and regularly created, established, organized and existing political subdivision of the State of New Mexico (the “State”) created pursuant to NMSA 1978, Section 4-30-1 through -2 (1917); and

WHEREAS, pursuant to NMSA 1978, Sections 4-59-1 through -16 (1975, as amended through 2015) (the “Act”), the County is authorized to acquire industrial revenue projects to be located within the County, to issue industrial revenue bonds and to use the proceeds of such bonds for the purpose of promoting the use of the natural resources of the State and promoting industry and developing trade or other economic activity to secure and maintain a balanced and stable economy in the County to promote public health, welfare, safety, convenience and prosperity; and

WHEREAS, the Board of County Commissioners (the “Commission”) of the County adopted the Master Ordinance No. 2019-02 (the “Master Bond Ordinance”) establishing the payments in lieu of taxes and other details concerning the issuance of Torrance County, New Mexico Taxable Industrial Revenue Bonds (La Joya Projects) Series 2019A and Series 2019B (the “Bonds”) in the combined aggregate principal amount not to exceed \$675,000,000 and authorized the issuance of the Series 2019A Bonds in an aggregate principal amount not to exceed \$290,000,000; and

WHEREAS, Avangrid Renewables, LLC an Oregon limited liability company (the “Parent Company”) has presented to the Commission a proposal to issue the remaining \$385,000,000 principal amount of Bonds authorized pursuant to the Master Bond Ordinance; and

WHEREAS, La Joya Wind, LLC (the “2019B Company”) has presented to the Commission a proposal whereby the County would issue its Taxable Industrial Revenue Bonds, (La Joya Wind, LLC Project II), Series 2019B in an aggregate principal amount not to exceed \$385,000,000 (the “2019B Bonds”), and acquire, construct, and install wind energy generation facilities and associated electrical generating equipment and real property used to generate electricity from wind energy (the “2019B Project Property”), located at the 2019B Project Site as set forth in the 2019B Lease referred to below, to be used by the 2019B Company for the generation and transportation of electricity of up to 195 megawatts (the “2019B Project” or the “La Joya II Project”); and

WHEREAS, the Commission has determined that it is necessary and in the best interests of the County and the residents that the 2019B Bonds be issued under the parameters set forth in the Master Bond Ordinance; and

WHEREAS, the La Joya II Project shall be constructed within the boundaries of the Vaughn Municipal School District (the “School District”), and the Master Bond Ordinance established payments in lieu of taxes (as defined herein) for the 2019B Bonds, to be shared by and between the County and the School District; and

WHEREAS, the County and the School District are negotiating the split of the payment under the 2019B PILOT Agreement (as defined herein) between the School District and the County pursuant to NMSA 1978, Section 4-59-4(A)(2) (2003); and

WHEREAS, under the 2019B Company’s proposal, the County would enter into an Indenture (the “2019B Indenture”) with the purchaser of the 2019B Bonds (the “2019B Purchaser”), the 2019B Company and BOKF, NA (the “2019B Depository”), pursuant to which and together with the Master Bond Ordinance and this Supplemental Ordinance, the County would issue the 2019B Bonds; and

WHEREAS, under the 2019B Company’s proposal, the County and the 2019B Company would enter into a lease agreement (the “2019B Lease”), pursuant to which the 2019B Company will lease the 2019B Project Property for the La Joya II Project from the County, and the 2019B Company will make payments sufficient to pay the principal of and interest on the 2019B Bonds and to pay all of the other obligations pursuant to the provisions of the 2019B Lease, the Master Bond Ordinance, and this Supplemental Ordinance; and

WHEREAS, the 2019B Bonds in a principal amount not to exceed \$385,000,000 will be issued, sold and delivered by the County in a private sale to the 2019B Purchaser pursuant to the bond purchase agreement to be dated as of the initial date of delivery of the 2019B Bonds among the County, the 2019B Purchaser and the 2019B Company (the “2019B Bond Purchase Agreement” and together with the 2019B Indenture, and 2019B Lease, the “2019B Bond Documents”); and

WHEREAS, the proceeds of the 2019B Bonds shall be applied to pay the costs of acquiring, constructing and installing the 2019B Project Property and to pay certain costs associated with the issuance and sale of the 2019B Bonds; and

WHEREAS, the Commission has determined that it is in the best interest of the County to issue the 2019B Bonds and to execute and deliver the 2019B Bond Documents and other documents related thereto; and

WHEREAS, the County is authorized to enter into, deliver and perform all of its obligations under the 2019B Bond Documents and to issue, execute and deliver the 2019B Bonds pursuant to the Act, this Supplemental Ordinance and the Master Bond Ordinance, and after having considered the 2019B Company's proposal, has concluded that it is desirable at this time to authorize the issuance of the 2019B Bonds to finance the 2019B Project and that the County's issuance of the 2019B Bonds will constitute and be a valid public purpose; and

WHEREAS, this Commission has been advised by Bond Counsel that the disclosure provisions of Rule 15c2-12 of the Securities and Exchange Commission are not applicable to this transaction inasmuch as the 2019B Bonds are being sold in a private sale to the 2019B Purchaser without participation of an underwriter; and

WHEREAS, there has been published in *The Independent* and the *Albuquerque Journal*, newspapers of general circulation in the County, public notice of the Commission's intention to adopt this Supplemental Ordinance, which notice contained certain information concerning the ownership, purpose, location and size of the La Joya II Project and the amount of the 2019B Bonds to be issued to finance the La Joya II Project, which notice was published at least fourteen (14) days prior to final action upon this Supplemental Ordinance; and

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS, THE GOVERNING BODY OF TORRANCE COUNTY, NEW MEXICO:

Section 1. RATIFICATION. All actions not inconsistent with the provisions of this Supplemental Ordinance previously taken by the Commission and the officials of the County directed toward approval of the issuance and sale of the 2019B Bonds be approved and the same hereby are ratified, approved and confirmed.

Section 2. FINDINGS.

A. General. The Commission hereby declares that it has considered all relevant information presented to it relating to the 2019B Bonds and the La Joya II Project and hereby finds and determines that the issuance of the 2019B Bonds pursuant to the Master Bond Ordinance and this Supplemental Ordinance to provide funds for the acquisition, construction and installation of the 2019B Project Property is necessary and advisable and in the interest of and will promote the use of the natural resources of the State, industry and trade and a sound and proper balance in the State between agriculture, commerce and industry.

B. The Commission finds that:

(1) The 2019B Bonds will be issued for the purpose of financing the acquisition, construction and installation of the La Joya II Project.

(2) The aggregate face amount of the 2019B Bonds to be issued with respect to financing the La Joya II Project pursuant to this Supplemental Ordinance will not exceed \$385,000,000.

(3) The 2019B Project Site is located within the County and outside the corporate limits of any municipality located in the County.

(4) The developer of the 2019B Project is the 2019B Company.

(5) The aggregate principal amount of the 2019B Bonds will not exceed \$385,000,000.

Section 3. SERIES 2019B BONDS - APPROVAL, AUTHORIZATION AND DETAIL.

A. Approval and Sale.

The issuance of the 2019B Bonds pursuant to the Master Bond Ordinance and this Supplemental Ordinance in a principal amount not to exceed \$385,000,000 and the use of the proceeds of the 2019B Bonds to finance the cost of the La Joya II Project including payment of transaction expenses related thereto are hereby approved and confirmed. The sale of the 2019B Bonds at par at a purchase price not to exceed \$385,000,000 is approved.

B. Form and Terms.

Subject to the limitations set forth in the Master Bond Ordinance and this Supplemental Ordinance, the 2019B Bonds shall be issued in a principal amount not to exceed \$385,000,000 and bearing interest at the rates and maturing on the dates set forth in the 2019B Indenture. The 2019B Bonds shall (i) be in the form and denomination and shall be numbered and dated as set forth in the 2019B Indenture, and (ii) be payable as to principal and interest and subject to redemption in the amounts, upon the conditions and at the times and prices set forth in the 2019B Indenture presented to the Commission.

C. Execution. The 2019B Bonds shall be signed by the Chair of the Commission.

D. Interest Rate. The interest rate on the 2019B Bonds shall be 5% per annum.

E. PILOT Payments. Pursuant to the Master Bond Ordinance, the 2019B Company shall pay annual payments in lieu of taxes (the “2019B PILOT”) to be split between the County and the School District, equal to \$2,500 per megawatt of generating capacity for the La Joya II Project authorized pursuant to the Supplemental Ordinance or such greater 2019B PILOT as provided in the table below depending upon the price per megawatt hour negotiated in the applicable power purchase agreement (the “PPA Price”) in place for the La Joya II Project (the “2019B PILOT Agreement”); provided, however, if the PPA Price is not made publicly available by the power purchaser, the 2019B PILOT agreed upon by the County and the School District and to be split with the School District shall be \$3,250 per megawatt of generating capacity for the La Joya II Project.

Price / 2019B PILOT Schedule	La Joya II PPA PRICE (\$ / megawatt hour)	La Joya II PILOT (\$/megawatt generating capacity)
Range of PPA Prices	\$ 18.00 - 18.99	\$ 2,500.00
	\$ 19.00 - 19.99	\$ 2,638.89
	\$ 20.00 - 20.99	\$ 2,777.78
	\$ 21.00 - 21.99	\$ 2,916.67
	\$ 22.00 - 22.99	\$ 3,055.56
	\$ 23.00 - 23.99	\$ 3,194.44
	\$ 24.00 or higher	\$ 3,250.00

Pursuant to NMSA 1978, Section 4-59-4(A)(2) (2003), the County may issue the 2019B Bonds only after the County and the School District have agreed upon the percentage split of the 2019B PILOT to be received by the County and the School District.

Section 4. AUTHORIZATION OF OFFICERS; APPROVAL OF DOCUMENTS; ACTIONS TO BE TAKEN. The 2019B Bond Documents in the forms presented to the Commission are hereby approved. The Chair of the Commission of the County is authorized to approve the form, terms and provisions of the 2019B Bond Documents on behalf of the Commission, provided that such form, terms and provisions are consistent with the Master Bond Ordinance and this Supplemental Ordinance, and to execute and deliver in the name and on behalf of the County, and the County Clerk or Deputy County Clerk are hereby authorized to attest, as necessary, the 2019B Bond Documents. The Chair and the County Clerk are further authorized to execute, authenticate and deliver such certifications, instruments, documents, letters and other agreements, including security agreements, and to do such other acts and things, either prior to or after the date of delivery of the 2019B Bonds, as are necessary or appropriate to consummate the transactions contemplated by the 2019B Bond Documents. The Chair, the County Manager and/or Clerk and other officers of the County shall take such action as is necessary to effectuate the provisions of the 2019B Indenture and shall take such action as is necessary in conformity with the Act to finance the costs of the La Joya II Project and to carry out related transactions as contemplated by the Master Bond Ordinance, this Supplemental Ordinance, and the 2019B Bond Documents, including, without limitation, the execution and

delivery of any closing documents to be delivered in connection with the sale and delivery of the 2019B Bonds.

Section 5. DELIVERY OF THE 2019B BONDS. Upon the execution of the 2019B Bond Documents, the satisfaction of the conditions set forth in the 2019B Bond Documents and upon receipt of the purchase price for the 2019B Bonds, the 2019B Bonds shall be executed, authenticated and delivered to the 2019B Purchaser. The 2019B Bonds shall not be valid for any purpose until the 2019B Bonds have been properly authenticated as set forth in the 2019B Indenture.

Section 6. FUNDS AND ACCOUNTS. There is established in the 2019B Indenture, and on and after the date on which the 2019B Bonds are issued there shall be maintained, the funds and accounts as set forth in the 2019B Indenture. Other funds and accounts may be established as are necessary under the 2019B Indenture.

Section 7. FINDINGS REGARDING PAYMENT OF PRINCIPAL AND OTHER MATTERS RELATED TO THE 2019B BONDS. The following determinations are made:

A. The maximum amount necessary in each year to pay the principal of and interest on the 2019B Bonds, assuming issuance of the 2019B Bonds as of January 1, 2020, in the maximum aggregate principal amount of \$385,000,000 and bearing interest at the rate of 5.00%, is as follows:

Year	Total Debt Service	Principal	Interest
2020	\$ 19,250,000	-0-	\$ 19,250,000
2021	19,250,000	-0-	19,250,000
2022	19,250,000	-0-	19,250,000
2023	19,250,000	-0-	19,250,000
2024	19,250,000	-0-	19,250,000
2025	19,250,000	-0-	19,250,000
2026	19,250,000	-0-	19,250,000
2027	19,250,000	-0-	19,250,000
2028	19,250,000	-0-	19,250,000
2029	19,250,000	-0-	19,250,000
2030	19,250,000	-0-	19,250,000
2031	19,250,000	-0-	19,250,000
2032	19,250,000	-0-	19,250,000
2033	19,250,000	-0-	19,250,000
2034	19,250,000	-0-	19,250,000
2035	19,250,000	-0-	19,250,000
2036	19,250,000	-0-	19,250,000
2037	19,250,000	-0-	19,250,000
2038	19,250,000	-0-	19,250,000
2039	19,250,000	-0-	19,250,000
2040	19,250,000	-0-	19,250,000
2041	19,250,000	-0-	19,250,000
2042	19,250,000	-0-	19,250,000
2043	19,250,000	-0-	19,250,000
2044	19,250,000	-0-	19,250,000
2045	19,250,000	-0-	19,250,000
2046	19,250,000	-0-	19,250,000
2047	19,250,000	-0-	19,250,000
2048	19,250,000	-0-	19,250,000
2049	404,250,000	385,000,000	19,250,000

B. The 2019B Bonds will bear interest at the rate of five percent (5%) per annum, or such other lower rate as is set forth in the Indenture.

C. The 2019B Bonds may be redeemed at any time without premium.

D. It shall not be necessary to deposit any amount in a debt service reserve fund or a repair and replacement reserve fund for the maintenance of the 2019B Project Property.

E. The 2019B Lease shall require that the 2019B Company maintain the 2019B Project Property in safe repair and in such operating condition as is needed for its operations and carry proper insurance with respect to the 2019B Project Property as provided in the 2019B Lease.

F. The 2019B Lease shall require the 2019B Company to make lease payments in an amount sufficient to pay the principal of and interest on the 2019B Bonds as principal and interest become due and to pay all Related Costs (as defined in the 2019B Lease).

G. The 2019B Lease shall include a provision that the 2019B Company pay the County and the School District the 2019B PILOT payments for so long as the 2019B Bonds are outstanding.

H. If the 2019B Bonds are issued after 2019, the 2019B Bonds may be redesignated with a designation corresponding to the year of issuance of the 2019B Bonds, and references in the Master Bond Ordinance and this Supplemental Ordinance to the 2019B Bonds shall be deemed applicable to such renamed series of 2019B Bonds.

I. The foregoing details related to the 2019B Bonds are within the parameters established in the Master Bond Ordinance.

Section 8. LIMITED OBLIGATIONS. The 2019B Bonds shall be special limited obligations of the County, payable solely from the Base Rent (as defined in the 2019B Lease) paid by the 2019B Company to the County as described in the 2019B Indenture and any other property or interest of the County specifically pledged under the 2019B Indenture and shall never constitute a debt or indebtedness of the County or the State or any political subdivision thereof within the meaning of any provision or limitation of the State Constitution or statutes, and shall not constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. Nothing contained in the Master Bond Ordinance, this Supplemental Ordinance or in the 2019B Bond Documents or any other instruments shall be construed as obligating the County (except with respect to the 2019B Project Property and the application of the revenues therefrom and the proceeds of the 2019B Bonds, all as provided in the 2019B Bond Documents), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing powers, nor shall the breach of any agreement contained in this Supplemental Bond Ordinance, the 2019B Bond Documents, the 2019B Bonds or any other instrument be construed as obligating the County (except with respect to the 2019B Project

Property and the application of the revenues therefrom and the proceeds of the 2019B Bonds, all as provided in the 2019B Bond Documents), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing power, the County having no power to pay out of its general funds.

Section 10. APPROVAL OF INDEMNIFICATION. The Commission specifically requires that the 2019B Lease contain provisions relating to indemnification which provide that the 2019B Company shall indemnify and hold harmless the County and its Commission, officials, employees and agents against liability to the 2019B Company, or to any third parties, that may be asserted against the County or its Commission, officials, members, officers, employees or agents with respect to the County's ownership of the 2019B Project Property or the issuance of the 2019B Bonds and arising from the condition of the 2019B Project Property or the acquisition, construction and operation of the 2019B Project Property by the 2019B Company, except to the extent NMSA 1978, Section 56-7-1 (2005) may preclude such indemnity, and except claims for any loss or damage to the extent caused by the gross negligence or willful misconduct of the County or its Commission, or any official, employee or agent of the County.

Section 11. BOND ORDINANCE IRREPEALABLE. After the any of the 2019B Bonds are issued, the Master Bond Ordinance and this Supplemental Ordinance shall be and remain irrevocable until the 2019B Bonds, including interest, are fully paid, canceled and discharged in accordance with the 2019B Indenture.

Section 12. REPEALER. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent with this Supplemental Ordinance are repealed by this Supplemental Ordinance but only to the extent of that inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, previously repealed.

Section 13. SEVERABILITY. If any section, paragraph, clause or provision of this Supplemental Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of this Supplemental Ordinance.

Section 14. RECORDING; AUTHENTICATION; PUBLICATION; EFFECTIVE DATE. This Supplemental Ordinance, immediately upon its final passage and approval, shall be authenticated by the signature of the Chair of the Commission, and by the signature of the County Clerk or any Deputy County Clerk, and shall be recorded in the ordinance book of the County, kept for that purpose, and shall be in full force and effect thereafter in accordance with the laws of the State, and notice of adoption thereof shall be published once in a newspaper which maintains an office in, and is of general circulation in the County.

Done this 13th day of November, 2019.

BOARD OF COUNTY COMMISSIONERS,
TORRANCE COUNTY, NEW MEXICO

By: _____
Ryan Schwebach, Chair

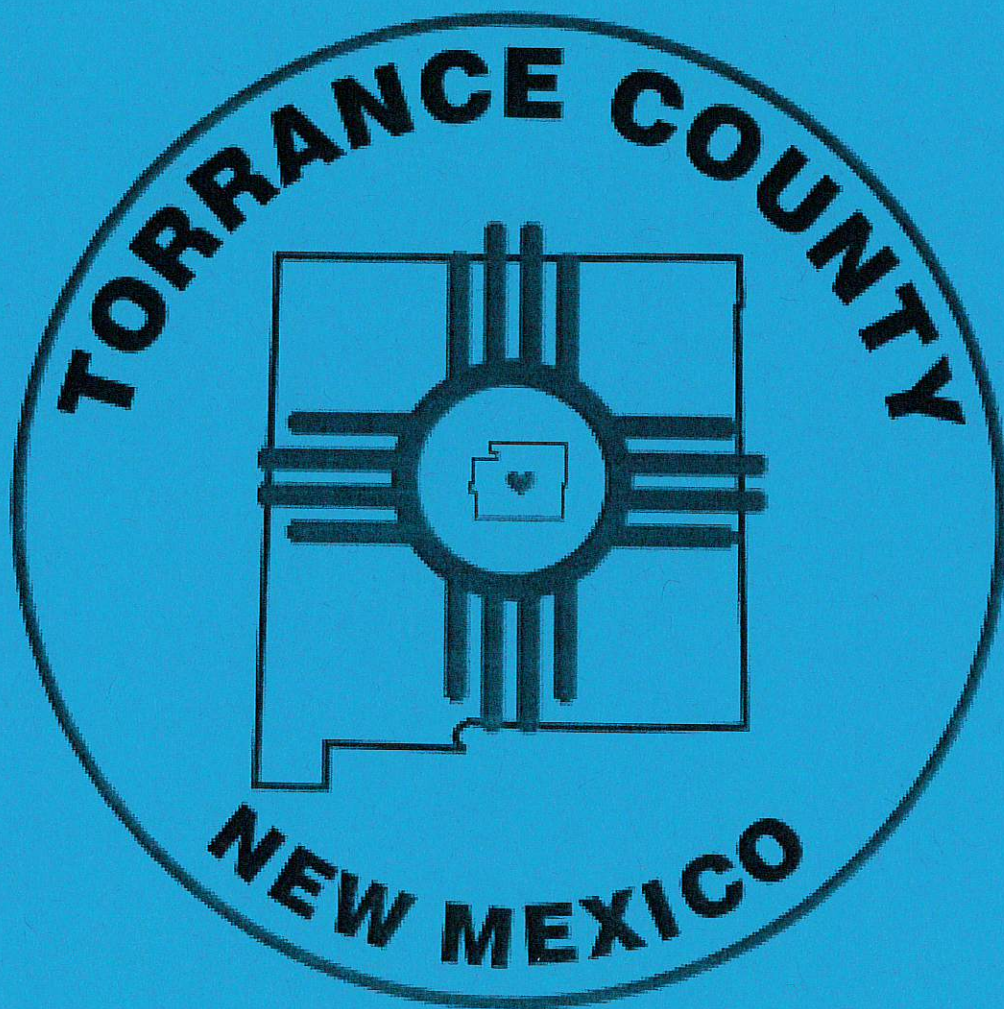
By: _____
Kevin McCall, Commissioner

By: _____
Javier Sanchez, Commissioner

(SEAL)

ATTEST:

By: _____
Linda Jaramillo, County Clerk



*Agenda Item
No. 11-A*

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**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2019-**

**Resolution Supporting the New Mexico Counties
2020 Legislative Priorities**

WHEREAS, in October 2019 the New Mexico Counties Board of Directors approved four legislative priorities for consideration by the New Mexico Legislature at its 2020 session; *and*

WHEREAS, NMC has requested that the Board of County Commissioners in each of the states' 33 counties discuss and approve support for NMC's legislative priorities as an important step in assuring maximum understanding of NMC's legislative priorities at the county level; *and*

WHEREAS, county support enables NMC to demonstrate strong local and statewide support to the state legislature for the following issues.

1. **HB 2 APPROPRIATIONS**

Detention Reimbursement Fund

Increase funding under the County Detention Facility Reimbursement Act (Section 33-3B-1 et seq. NMSA) to reimburse counties for the cost of housing state prisoners.

The cost to counties under the Act is approximately \$8.4 million. Last year the Legislature appropriated only \$2.3 million.

Prisoner Transport and Extradition

Create a line item in the Department of Finance & Administration budget for \$750,000 to reimburse Sheriff's Offices that provide transportation of state prisoners pursuant to Section 4-44-18C NMSA. Although the Legislature contemplated reimbursing counties for this state expense, no money has been appropriated to counties for many years.

1 **DONE THIS 13 DAY OF November, 2019.**

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4 **APPROVED AS TO FORM ONLY:**

BOARD OF COUNTY COMMISSIONERS

5
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7 _____
County Attorney Date

Ryan Schwebach, Chair

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9 _____
Kevin McCall, Member

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11 _____
Javier Sanchez, Member

12 **ATTEST:**

13
14 _____
Linda Jaramillo, County Clerk

15
16 Date: _____



*Agenda Item
No. 11-B*

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

The Board of County Commissioners (the "Board") of Torrance County (the "County"), in the State of New Mexico, met in open regular session in full conformity with law and the ordinances and rules of the County, in the Commission Chambers at the Administrative Offices of the County, located at 205 Ninth Street, Estancia, New Mexico, in the County, being the regular meeting place of the Board, at 9:00 a.m. on Wednesday, November 13, 2019, at which time there were present and answering the roll call the following members:

Chair:

[Ryan Schwebach]

Commissioners:

[Javier Sanchez, Member]

[Kevin McCall, Member]

Absent:

[None]

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

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

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

RESOLUTION NO. [2019-_____]

A RESOLUTION DECLARING THE INTENT OF TORRANCE COUNTY, NEW MEXICO (THE "COUNTY") TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS, IN ONE OR MORE SERIES, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,820,000,000 IN CONNECTION WITH INDUSTRIAL REVENUE BOND PROJECTS FOR THE GENERATION OF WIND ENERGY TO BE LOCATED WITHIN THE BOUNDARIES OF THE COUNTY, BUT OUTSIDE THE BOUNDARIES OF ANY INCORPORATED MUNICIPALITY, IN ORDER TO INDUCE COWBOY MESA LLC, A DELAWARE LIMITED LIABILITY COMPANY, DURAN MESA LLC, A DELAWARE LIMITED LIABILITY COMPANY, TECOLOTE WIND LLC, A DELAWARE LIMITED LIABILITY COMPANY, RED CLOUD WIND LLC, A DELAWARE LIMITED LIABILITY COMPANY, VIENTO LOCO LLC, A DELAWARE LIMITED LIABILITY COMPANY AND GALLINAS MOUNTAINS LLC, A DELAWARE LIMITED LIABILITY COMPANY, OR ANY AFFILIATED ENTITY THEREOF AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS AND/OR THEIR AFFILIATES (EACH, AN "ENTITY" AND COLLECTIVELY, THE "ENTITIES"), TO DEVELOP THE PROJECT SITE AND ACQUIRE, CONSTRUCT, EQUIP AND INSTALL THE PROJECT BEING DEVELOPED BY EACH ENTITY IN ONE OR MORE PHASES.

WHEREAS, the New Mexico legislature has enacted the County Industrial Revenue Bond Act, NMSA 1978, Sections 4-59-1 to -16 (1975, as amended through 2015) (the "Act"), which authorizes Torrance County, New Mexico (the "County") to issue industrial revenue bonds and to acquire projects as defined in the Act; and

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

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

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

WHEREAS, each Project will constitute a project as defined under the Act and the Projects are proposed to have the collective nameplate installed generation capacity of up to 1,300 megawatts; and

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

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

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

WHEREAS, concurrently with the issuance of the Bonds, the Entities will enter into lease agreements with the County providing for the payment by the Entities of lease rentals on their Projects sufficient to pay the debt service on the Bonds, subject to the prior adoption by the Governing Body of one or more ordinances approving such agreements and other related documents and authorizing issuance of the Bonds (individually, a “Bond Ordinance” and collectively, the “Bond Ordinances”); and

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

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

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

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

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

B. The Projects will consist of wind energy projects and are proposed to have the collective nameplate installed generating capacity of up to 1,300 MW, with each Project to be constructed by an Entity or an affiliate.

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

D. The maximum aggregate face amount of the Bonds to be issued with respect to the Projects is \$1,820,000,000.

E. The developers of the Projects will be each of the Entities (or one or more affiliates of the Entities that enter into agreements with the Entities for the development of applicable Projects), and the Entities will determine if up to six (6) separate Projects will be developed (or if Projects will be combined or consolidated resulting in the development of the Projects by fewer Entities).

F. The operator of the Projects will be each of the Entities (or one or more affiliates of the Entities who will enter into agreements with the Entities for the operation of applicable Projects).

G. Each Entity or affiliate will make all necessary arrangements with proposed bond purchasers for purchase of the Bonds, and the County shall have no responsibility to make such arrangements.

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

I. The Entities have proposed to make payments in lieu of taxes based on the collective nameplate installed generating capacity of the Projects, to be allocated between the County, and, as applicable, the Estancia Municipal School District, the Corona Public School District, and the Vaughn Municipal School District, as agreed upon by those parties, which shall be as set forth in the Bond Ordinances or in the transaction documents approved by the Bond Ordinances, not later than the date on which the Project Property (referred to below) is acquired by the County.

J. The development, installation and operation of the Projects are subject to land use regulation and approval by the County.

Section 3. In order to promote the health, safety, security, general welfare, convenience and prosperity of the inhabitants of the County, it is the Governing Body's intent, subject to the conditions provided in Section 10 below, to take all necessary and advisable steps to consider and, if appropriate, to effect the issuance of the Bonds in one or more series in an aggregate principal not to exceed \$1,820,000,000 in order to defray part or all of the costs of the Projects. The Bonds are to be entitled substantially as follows "Torrance County, New Mexico Taxable Industrial Revenue Bonds ([*Entity name*] Project), Series [*series designation*]," similar to "Series 2019," "Series 2020," or "Series 2021," as applicable, provided however, that in the Bond Ordinances the County may designate different Bond titles, including but not limited to the

series designation. This expression of the Governing Body's intent is conditioned upon the issuance of the Bonds on or before five (5) years from the date of the adoption of this Resolution.

Section 4. The Bonds shall be payable solely from the revenues derived from the lease of the property and property rights acquired with the proceeds of the Bonds with respect to each Project (the "Project Property" or "Leased Property") or other moneys payable by the Entities with respect thereto, and shall not constitute a debt or indebtedness of the County within the meaning of any provision or limitation of the Constitution or statutes of the State. In addition, if the Bonds are issued, the Entities shall indemnify and hold harmless the County, the Governing Body and their respective officers, employees, designated representatives and agents (collectively, the "Indemnified Persons") from and against any liability to the Entities or to any third parties that may be asserted against the County, the Governing Body or other Indemnified Persons with respect to the County's legal ownership of or leasehold interest in the Projects and the Project Property of each Project or the County's issuance of the Bonds. Nothing contained in this Resolution or in any other instrument shall be considered as obligating the County to any pecuniary liability or a charge upon the general credit of the County or against its taxing power, it being understood by the Entities that no costs are to be borne by the County and that all costs incurred by the County directly related to the adoption of this Resolution, negotiations with the Entities and the issuance of the Bonds are to be promptly reimbursed by the Entities, as applicable. The County's adoption of this Resolution shall not be deemed a conclusion or expression of approval by the County or any Indemnified Person of the Entities or the Projects.

Section 5. The County understands that the Entities do not intend that interest on the Bonds be excludable from gross income of the holders of the Bonds under the Internal Revenue Code of 1986, as amended. The County further understands and requires that the Bonds will not be sold to investors other than an affiliate or parent of the applicable Entity, i.e., the Projects will be internally or "self-funded" by or through the parents or affiliates of the applicable Entity and that the related bond documents to be approved at the time of adoption of the Bond Ordinances will require purchase of the Bonds by an affiliate or parent of the applicable Entity.

Section 6. The Entities will act as agent for the County with respect to the Projects and in the acquisition of the Project Property. The County authorizes the Entities to act as agent for the purchase of wind generation equipment used to generate electricity from wind energy and related equipment as defined in NMSA 1978, Section 7-9-54.3 (2010) with respect to the

Projects. The Entities, as agents for the County and consistent with Taxation and Revenue Department Regulation 3.2.212.22 NMAC (the “Regulation”), will acquire, construct, equip and install the Projects. The Entities will, consistent with State law and as agents for the County, apply to the Taxation and Revenue Department for Type 9 Nontaxable Transaction Certificates (“Certificates”). The Entities will deliver the Certificates to each person selling capital equipment and other tangible personal property to the Entities for the Projects as applicable under the New Mexico Gross Receipts and Compensating Tax Act and the Regulation. As required by the Regulation, by adoption of this Resolution, the County authorizes each Entity or an affiliate acquiring, constructing, equipping and installing a Project, to act as agent for the County with respect to the purchase of capital equipment and other tangible personal property for the Project of each Entity. The Entities shall not use the Certificates other than for the purchase of capital equipment and other tangible personal property, nor shall any Entity use such Certificates after the completion of its Project. Prior to the use of such Certificates by the Entities as agents for the County, the County Manager and the Entities will agree to certain procedures regarding the use of the Certificates and protection of the County from any unfunded tax liability. In the event of a combination or consolidation of Projects as provided in Section 2 E above, the County authorizes the Entities to request a transfer and will support such request for transfer of a previously issued Certificate to the Entity that owns the combined or consolidated assets. This Resolution is intended to be an “inducement resolution” as that term is used in, and for the purposes of, the Regulation. The Entities will indemnify the County for any taxes or penalties that may be levied or assessed against the County pertaining to use of the Certificates.

Section 7. It is the intention of the Governing Body that the Bonds will be issued with a term not to exceed thirty (30) years. The County intends to enter into an agreement for lease of each Project with the Entity that owns such Project providing that all *ad valorem* (property) taxes will be abated during the term of the Bonds, subject to payment by such Entity of annual payments in lieu of *ad valorem* (property) taxes. The County intends that the amount and terms of the annual payments in lieu of *ad valorem* (property) taxes, mutually satisfactory to the County, and, as applicable, the Estancia Municipal School District, the Vaughn Municipal School District, the Corona Public School District and each Entity, will be negotiated and agreed prior to the date on which the Project Property is acquired by the County, and such agreement

shall be included in the Bond Ordinances or the leases of the Projects to be entered into by the County and the Entities.

Section 8. The County Commissioners, County Clerk or Deputy County Clerk and other appropriate County officials and employees are hereby authorized and empowered to take such steps and to do such things as may be necessary to achieve the purposes of this Resolution; provided, however, the issuance of a series of Bonds and the execution and delivery of any documents to which the County is a party in connection therewith shall be subject to the approval and authorization by the Governing Body pursuant to the Bond Ordinances, adopted following public notice of the Governing Body's intent to adopt such Bond Ordinances at least fourteen days prior to the consideration of the Bond Ordinances by the Governing Body at a public meeting, such public notice to contain the title and a general summary of the subject matter of the Bond Ordinances. In connection with this Resolution, the Entities have expressed their understanding that a failure or refusal of the Governing Body, however arising, to adopt the Bond Ordinance for any of the Projects will have the effect of voiding any Certificates issued to an Entity following adoption of this Resolution for capital equipment and other tangible personal property purchases and making such purchases subject to whatever tax would be due if such Certificates had not been issued.

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

Section 10. The issuance of the Bonds and the execution and delivery of any documents to which the County is a party in connection therewith shall be subject to the approval and authorization by the Governing Body pursuant to the Bond Ordinances following reasonable public notice of the time, date and place of the public hearing to be held on the proposed adoption of the Bond Ordinances. The County Manager is hereby authorized to put the consideration of the adoption of the Bond Ordinances on the agenda of the Governing Body in accordance with County procedures and to provide notice of the date and time of such meeting and availability of such agenda at least 72 hours in advance all in accordance with Resolution No. 2019-02 or any successor resolutions pertaining to notice of public meetings of the County.

Section 11. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such

section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

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

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

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

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

PASSED, ADOPTED, SIGNED AND APPROVED this ____ day of November, 2019.

BOARD OF COUNTY COMMISSIONERS,
TORRANCE COUNTY, NEW MEXICO

(SEAL)

Ryan Schwebach, Commissioner

Javier Sanchez, Commissioner

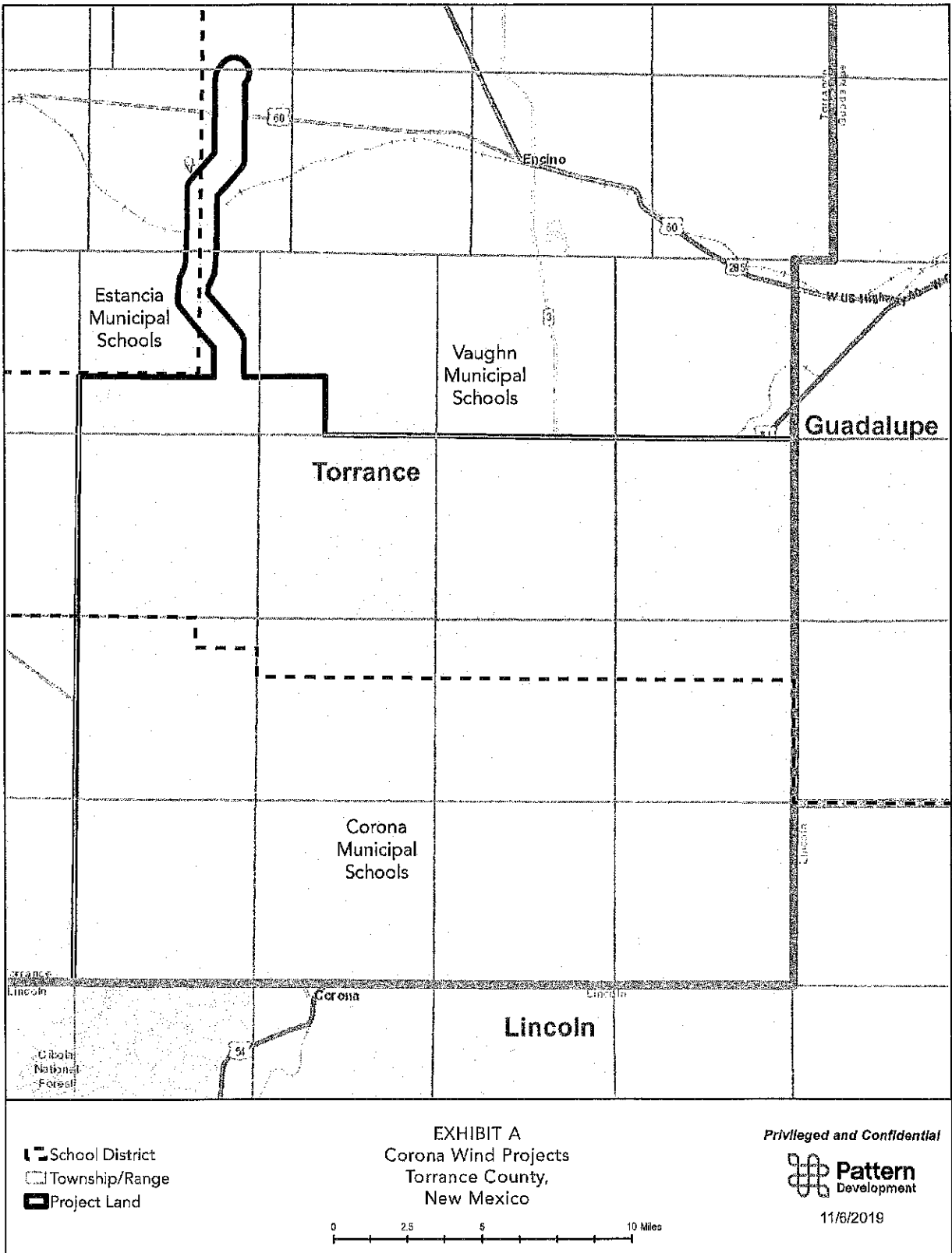
Kevin McCall, Commissioner

ATTEST:

Linda Jaramillo, County Clerk

EXHIBIT A – SITE MAP FOR PROJECTS

[ATTACHED]



Commissioner [INSERT NAME] then moved that the resolution as filed with the County Clerk be passed and adopted. Commissioner [INSERT NAME] seconded the motion.

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

Those Voting Yea:

[Ryan Schwebach, Chair]
[Javier Sanchez, Member]
[Kevin McCall, Member]

Those Voting Nay:

[None]

Those Absent:

[None]

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

BOARD OF COUNTY COMMISSIONERS
TORRANCE COUNTY, NEW MEXICO

By _____
Ryan Schwebach,
Chair

(SEAL)

Attest:

By _____
Linda Jaramillo,
County Clerk

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

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

1. The foregoing pages are a true, correct and complete copy of the record of the proceedings of the Board of County Commissioners (the "Board") of the County, constituting the governing body of the County, taken at a duly called regular, open meeting of the Board held in the Commission Chambers at the Administrative Offices of the County located at 205 Ninth Street, Estancia, New Mexico, being the regular meeting place of the Board, on Wednesday, November 13, 2019, beginning at 9:00 a.m., insofar as the same relate to the proposed resolution, a copy of which is set forth in the official records of the proceedings of the County kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

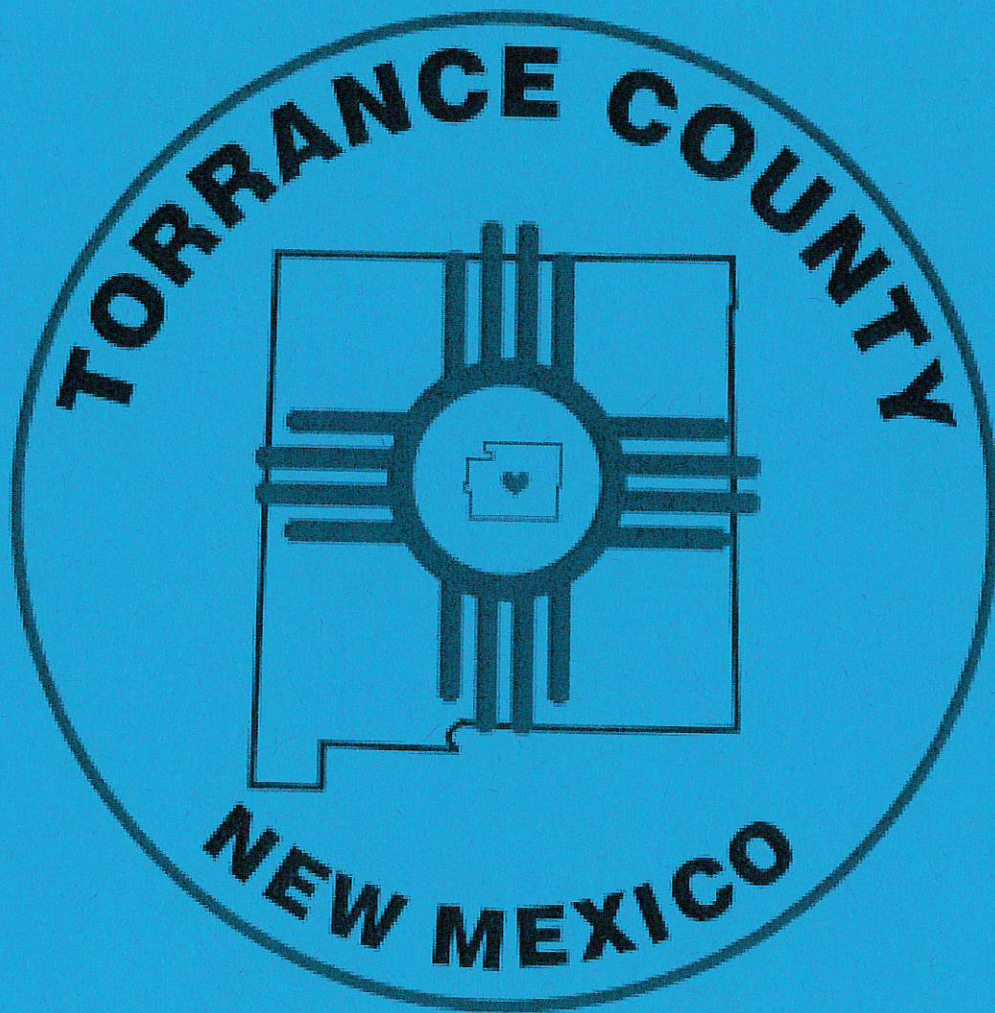
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Torrance County, New Mexico, this ___ day of November, 2019.

(SEAL)

Linda Jaramillo, County Clerk



*Agenda Item
No. 11-C*



*Agenda Item
No. 11-D*

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**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2019- 53**

TORRANCE COUNTY HERITAGE CENTER DEVELOPMENT COMMITTEE

WHEREAS, The Torrance County Board of Commissioners wishes to explore the possibility of building a multi-use, multi-cultural center; and

WHEREAS, the center would be used to facilitate economic development and encourage tourism in Torrance County; and

WHEREAS, Torrance County has a rich and diverse history dating back to pre-historic North America; and

WHEREAS, the Commission has appropriated Ten Thousand dollars (\$10,000) for a feasibility study; and

WHEREAS, the Development Committee shall be tasked with aiding the contractor selected to perform the feasibility study.

NOW, THEREFORE BE IT RESOLVED that the Torrance County Heritage Center Development Committee is hereby created. Membership to be comprised of one representative from each of the municipalities, one from each Land Grant, one from the Moriarty Historical Society, and the National Park Service. Membership shall require confirmation by the Torrance County Commission.

DONE THIS 25th DAY OF SEPTEMBER, 2019.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

County Attorney Date

Ryan Schwebach, Chair

Javier Sanchez, Vice Chair

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ATTEST:

Kevin McCall, Member

Linda Jaramillo, County Clerk

Date: _____



*Agenda Item
No. 12-A*



*Agenda Item
No. 12-B*



*Agenda Item
No. 12-C*



Commission Schedule 2020

January	8	2020	July	8	2020
January	22	2020	July	22	2020
February	12	2020	August	12	2020
February	26	2020	August	26	2020
March	11	2020	September	9	2020
March	25	2020	September	23	2020
April	8	2020	October	14	2020
April	22	2020	October	28	2020
May	13	2020	November	11	2020
May	27	2020	November	25	2020
June	10	2020	December	9	2020
June	24	2020	December	23	2020

Holiday Closure Schedule

January	1	2020	New Year's Observance
January	20	2020	Martin Luther King Jr. Day
February	17	2020	Presidents' Day
April	10	2020	Good Friday (Half Day)
May	25	2020	Memorial Day
July	4	2020	Independence Day
September	7	2020	Labor Day
October	12	2020	Columbus Day
November	11	2020	Veteran's Day Observance
November	26	2020	Thanksgiving
November	27	2020	Thanksgiving
December	24	2020	Christmas Eve
December	25	2020	Christmas
December	31	2020	New Year's Eve (Half Day)



*Agenda Item
No. 12-D*



*Agenda Item
No. 12-E*



*Agenda Item
No. 12-F*

NON-PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into this 8 day of January, 2019, by and between Torrance County, New Mexico (hereinafter referred to as "COUNTY"), and Isabel Lesperance, hereinafter referred to as "Contractor".

WHEREAS, the County is in need of nonprofessional services relative to secretarial services for the Torrance County Fair Board; and

WHEREAS, Section 13-1-125 NMSA 1978 authorizes the procurement of nonprofessional services up to \$5,400.00 as small purchases; and

WHEREAS, Isabel Lesperance, is qualified to provide such service; and

WHEREAS, the County desires to engage Isabel Lesperance, to render certain services in connection therewith, and Isabel Lesperance is willing to provide such services;

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree to as follows:

1. **SCOPE OF SERVICES:** The CONTRACTOR shall provide secretarial services to the Torrance County Fair Board. Specific duties are outlined in Attachment I.
2. **COMPENSATION AND METHOD OF PAYMENT:** For performing the specified services, the County shall pay to Isabel Lesperance, \$450 per month. Total payment shall not exceed \$5,400.00. Payment under this contract shall be made each month upon receipt of a valid invoice. Payment will be no later than the 15th of each month for the previous month's services.
3. **CONFLICT OF INTEREST:** No officer, employee, or agent of Torrance County who exercises any function or responsibility in connection with the services provided pursuant to this agreement, or any other person who exercise any function or responsibility hereunder, shall have any personal financial interest, direct or indirect, in this agreement.
4. **INDEPENDENT CONTRACTOR:** Contractor and its agents, employees, and consultants are independent contractors performing nonprofessional services to the County and are no employees of the County. It is the intent of the parties that no employment relationship is created by this agreement.
5. **TERM:** This Contract shall be effective **JANUARY 1, 2019** and shall be up for review on **OCTOBER 31, 2019**.
6. **TERMINATION:** This Agreement may be terminated by either party within thirty (30) days written notice:
7. **MERGER:** This Agreement incorporates and merges all the agreements, covenants, and understanding between the parties hereto concerning the subject matter hereof. No prior

ATTACHMENT I

Torrance County Fair Board Secretary Duties

1. Ensure receipt of judge contracts
2. Submit agenda to County Manager and ensure posting of agenda
3. Maintain current vendor forms and W-9's for fair entrants and judges
4. Prepare payment vouchers
5. File and maintain all fair records and documents
6. Submit bills and deposits every week to the Finance & Purchasing Office
7. Assist in organizing and running livestock sale
8. Process and record entries at all schedule tag in dates and fair check in
9. Maintain office supplies
10. Order supplies and obtain rentals for week of fair
11. Obtain bids when necessary
12. Prepare letters as directed by the fair board
13. Prepare fair check-in spreadsheets by species
14. Prepare fair reports as directed by the board
15. Other fair-related duties may arise and should be coordinated with fair board members with exception of fair book and rodeo.



*Agenda Item
No. 12-G*



Torrance County Board of Commissioners

Meeting 11/13/2019

Department: HR
Prepared By: Kristin Oliver

Title: Torrance County GIS Mapper/Rural Addresser Pay Increase

Action: Motion to approve salary increase for current GIS Mapper/Rural Addresser from \$40,755 to \$46,736. Moving \$7,144 from line item 675-07-2242.

Summary: Ruben Gastelum has requested a raise to bring his salary closer to industry standard. He will do this by moving \$7,144 from his supply line item to his salary line items. The supply fund is for signs which has not been fully spent or needed in the past.

Significant Issues: None foreseen.

Financial:

Current Budgeted Salaries - \$48,682 (including FICA, PERA, and Retiree Health)

Proposed Budgeted Salaries- \$55,826 (including FICA, PERA, and Retiree Health)

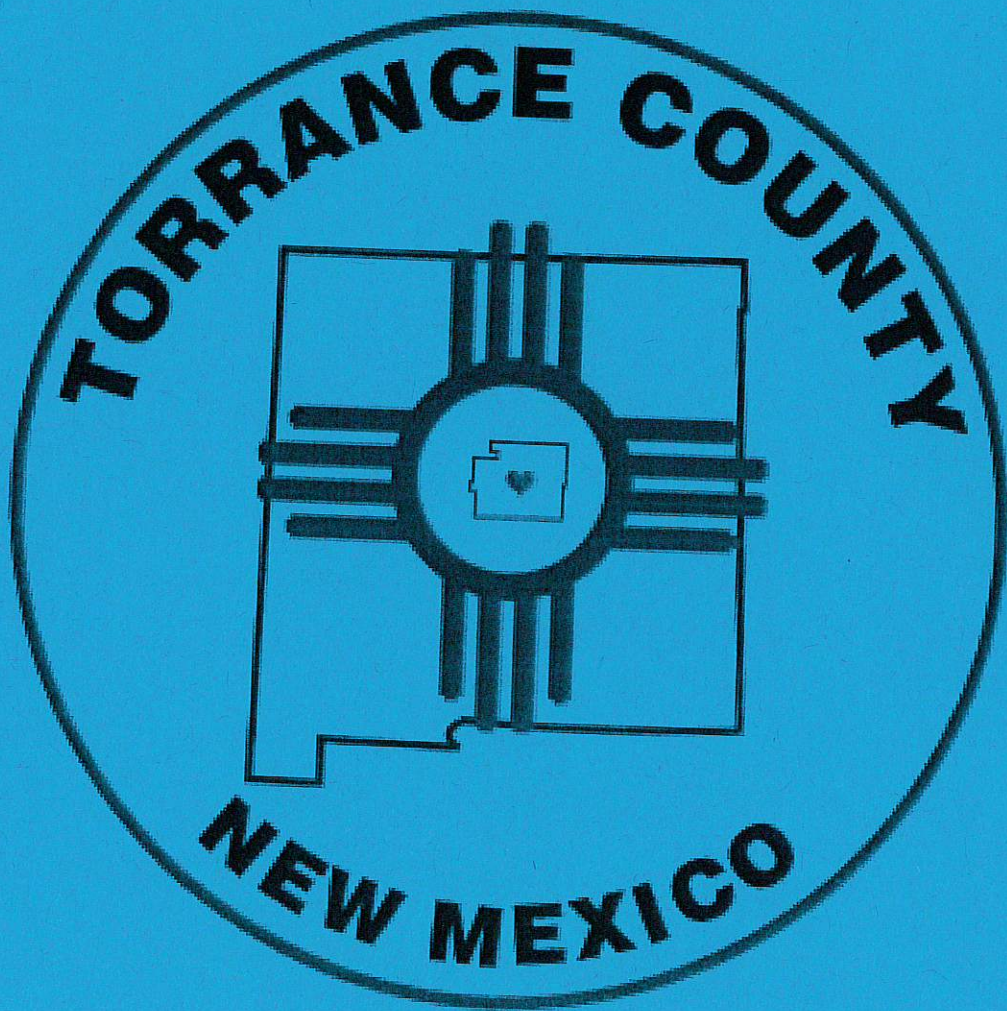
Total Difference of **\$7,144**.

Budget Analysis:

Department	Job Title	HR	Salary	FICA	PERA	Health	Total
Rural Addressing							
Employee							
Lucero	GIS Mapper/Rural		\$46,736	\$3,575	\$4,580	\$935	\$55,826
	Sub-Total		\$46,736	\$3,575	\$4,580	\$935	\$55,826
		Current	\$40,755	\$3,118	\$3,994	\$815	\$48,682
			\$5,981	\$457	\$586	\$120	\$7,144
675-07-2242	Supplies-Signs	Current	\$15,000	New	7856	Difference	(\$7,144)
675-07-2063	PERA Matching	Transfer	\$586				
675-07-2064	FICA/Medicare	Transfer	\$457				
675-07-2067	Retiree Health	Transfer	\$120				
675-07-2102	Salary	Transfer	\$5,981				
	Total Transfer		\$7,144				

Staff Recommendation: Staff recommends approval. Research has been done to determine the salaries offered in other counties for the same position. They range from starting pay of \$35,000 for an entry level position, to \$60,000 for experienced Mappers. While the high

salary is for a larger county, Ruben has been with Torrance County for close to 19 years. He has the experience to justify the salary he has requested.



*Agenda Item
No. 12-H*



Michelle Lujan Grisham
Governor

Jackie Lindsey
Cabinet Secretary

**DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT**

October 17, 2019

Matt Propp/Emergency Manager
Torrance County
P.O. Box 48
Estancia, NM 87016

Dear Mr. Propp,

The New Mexico Department of Homeland Security and Emergency Management (DHSEM) is pleased to announce the FY 2019 State Homeland Security Grant Program (SHSGP) approved project for Torrance County.

The Torrance County Office of Emergency Management has been awarded the following project:

PROJECT NUMBER	NAME OF PROJECT	AMOUNT AWARDED
1	Communications Upgrade for Public Safety	\$75,000.00
TOTAL FEDERAL HSGP AMOUNT FUNDED		\$75,000.00

Unfortunately, DHSEM is unable to fund your request for the following projects:

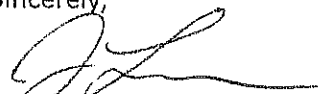
- **\$100,000.00 Public Safety Complex and Dispatch Fencing**
- **\$100,000.00 Emergency Generators for Critical Services**

As stated in the NMDHSEM Notice of Funding Opportunity, "the objective of the FY 2019 HSGP is to provide funds to eligible entities to support state, local, tribal, and territorial efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards." The following projects did not meet the terrorism nexus criteria.

Attached is the SHSGP sub-grant agreement. DHSEM will provide an approved budget worksheet for all allowable items to be procured in accordance with FEMA's Authorized Equipment List (AEL) by November 15, 2019, no later than close of business. All sub recipients must comply with the Code of Federal Regulations (CFR) Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Please contact Nicole Martinez, 505-476-9681, Nicole.Martinez2@state.nm.us, Local Preparedness Coordinator assigned to your area if you have any questions.

Sincerely,



Jackie Lindsey
Cabinet Secretary

cc: Program Sub-Grant File



State of New Mexico
**DEPARTMENT OF HOMELAND SECURITY &
 EMERGENCY MANAGEMENT**

P.O. Box 27111
 Santa Fe, NM 87502

SUB-RECIPIENT GRANT AGREEMENT
 2019 State Homeland Security Grant Program (SHSGP)
 2019 Federal Grant No.: EMW-2019-SS-00083-S01 CFDA No.: 97.067

1. SUB-GRANT NO. EMW-2019-SS-00083-S01		2. SUB-RECIPIENT NAME Torrance County		3. FIDUCIARY NAME Torrance County	
4. STATE DFA SUPPLIER ID 54405		5. EIN NUMBER 86-6000257		6. DUNS NUMBER 095746517	
7. CAGE CODE 5EJD7					
8. SUB-RECIPIENT PHYSICAL ADDRESS PO Box 48 Estancia, NM 87106			9. SUB-RECIPIENT REMIT ADDRESS PO Box 48 Estancia, NM 87106		
10. DHSEM CONTACT NAME: Merrill Miller		11. CONTACT DESK PHONE: 505-476-0627			
		CONTACT EMAIL ADDRESS: dhsem.grants@state.nm.us			
12a. PERFORMANCE PERIOD START DATE January 1, 2020		PERFORMANCE PERIOD END DATE June 30, 2021			
13a. SHSGP FEDERAL AWARD \$ 75,000.00			13b. SHSGP TOTAL SUB-RECIPIENT AWARD \$ 75,000.00		
14a. NAME OF PROJECT AWARD				14b. AMOUNT AWARDED	
1	Approved Projects Total Amount			\$ 75,000.00	
2				\$	
3				\$	
4				\$	
5				\$	
6				\$	
TOTAL AMOUNT OF PROJECTS				\$ 75,000.00	

15. RECITALS, GRANT REQUIREMENTS, ASSURANCES AND AGREEMENTS

RECITALS

WHEREAS, the New Mexico Department of Homeland Security and Emergency Management (DHSEM) has been designated by the United States Department of Homeland Security (DHS) to serve as grantee, and is thereby authorized to issue this agreement to the applicant and sub-recipient, Torrance County.

WHEREAS, funding has been obligated from the United States Department of Homeland Security (DHS) pursuant to a request by the applicant and sub-recipient, Torrance County.

NOW, THEREFORE it is mutually understood and agreed between the grantee, DHSEM, and sub-recipient, Torrance County as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The following additional contract documents are fully incorporated into this agreement and thereby constitute additional terms and conditions of this agreement:

- Required Reimbursement Checklist
- 2019 Homeland Security Grant Program (HSGP) Application
- DHSEM 2019 HSGP Notice of Funding Opportunity

ARTICLE 2: SCOPE OF WORK

As authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C Sections 5121 et. seq.), and Section 662 of the Post Katrina Emergency Reform Act of 2006, as amended (6 U.S.C. Section 762), Torrance County shall use SHSGP funds to assist in preparing for all-hazards. Specifically, these funds shall be utilized by Torrance County to pay for the eligible expenditures per approved projects previously identified in the SHSGP grant application, and approved by the DHSEM Cabinet Secretary. All work performed pursuant to this agreement must comply with the approved SHSGP application, as applicable. All work must be completed within the performance period, between January 1, 2020 and June 30, 2021. Torrance County shall not sub-grant any part of this award to any other entity or organization. Within the first reporting quarter, all awards require confirmation that expenditures in the budget category toward this project will be made. If not, DHSEM may execute a de-obligation of Federal funds, without recourse by Torrance County

ARTICLE 3: PROJECT ALLOCATION

At the sole discretion of DHSEM, the sub-grant award is subject to cancellation and funds may be de-obligated and reallocated to other projects.

ARTICLE 4 : REPORTING REQUIREMENTS

The sub recipient, Torrance County shall submit timely quarterly Financial Progress Reports and a quarterly Performance Progress Report to the DHSEM Grant Specialist. Quarterly reports are due: July 30, October 30, January 30, and April 30, within the period of performance beginning after the conclusion of the first quarter of grant activity. Where applicable, Sub-recipients are required to submit a Bi-annual Strategic Implementation Report (BSIR) through the Grant Reporting Tool (GRT). The final reports are due **30 days** after the end of Period of Performance. Financial Progress Reports shall describe and show the status of the funds, encumbrances, receipts of program income, cash or in-kind contributions to the project, and whether or not a local match is required. The Final Narrative Report is a summary report, evaluating project activities and measuring performance against project goals and objectives for the entire performance period, and is required in addition to the last quarterly report.

The applicant must immediately report in writing to the DHSEM Grant Specialist any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-Grant Agreement. This requirement extends further to an obligation by the sub-recipient to report any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

ARTICLE 5: REIMBURSEMENTS

Submission of a request for reimbursement must be accompanied by a financial report form. Reimbursement shall be based upon authorized and allowable expenditures consistent with the project narrative, grant guidelines, and the submission of timely Financial and Performance Progress Reports. Reimbursements may be withheld by DHSEM pending correction of deficiencies. Reimbursement of expenditures shall be requested at least quarterly for expenditures within the performance period. **Each period can only be billed for one time.** Expenditures must be supported with source documentation (e.g. copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, procurements, etc.). Grant staff will not process reimbursement if quarterly performance and fiscal reports are not timely submitted. DHSEM will not expend funds through OPSG until each unique and specific county-level or equivalent Operational Order/Fragmentary Operations Order budget has been reviewed and approved through an official electronic email notice issued by DHS/FEMA.

Contracts: All sole-source procurements, single vendor response to a competitive bid, and contracts require DHSEM pre-approval prior to implementation. Requests for reimbursement for contractual services must be accompanied by the relevant contract.

Local Match: Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.

Equipment: Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL). Screenshots of the AEL number and description are required to be submitted along with the Request for Approval.

Travel: All reimbursable travel must be pre-approved by DHSEM 45 days prior to travel date.

Per Diem: Reimbursements for local jurisdictions cannot exceed the rates of the New Mexico Mileage and Per Diem Act.

Training: Requires DHSEM pre-approval 45 days prior to registering or participating in training opportunities.

Exercise: Requires submission of an After-Action Report/Improvement Plan within 60 days after conduct of exercise.

Food and Beverages: Per National Preparedness Directorate (NPD) allowances, food and/or beverage expenses provided by recipients are allowable costs if:

- The food and/or beverages are provided to participants at training sessions, meetings, or conferences that are allowable activities under the NPD program guidelines; and
- Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences, satisfy the following tests:
 - The cost of the food and/or beverages provided is considered to be reasonable;
 - The food and/or beverages provided are subject of a work-related event and work continues after meals are served;

- Participation by all participants is mandatory; and
- The food and/or beverages provided are not related directly to amusement and/or social event. (Any event where alcohol is being served is considered a social event; therefore, costs associated with the event are not allowed).

Non-reimbursable Expenses:

- Transfer of funds between any programs. Contracts, single vendor response to a competitive bid, sole source contracts, and procurements greater than \$60,000 not pre-approved by DHSEM.
- Training and related travel costs not pre-approved by DHSEM.
- Construction and renovation.
- Indirect costs (p. 5, Financial Progress Report).
- Supplanting (using federal funds to purchase items previously budgeted for with state or local funds).
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Weapons and ammunition.
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, personal phone calls.
- Travel insurance, visa, and passport charges.
- Lodging costs in excess of State per diem, as appropriate.
- Lunch when travel is wholly within a single day.
- Stand-alone working meals.
- Bar charges, alcoholic beverages.
- Finance, late fees, or interest charges.
- Lobbying, political contributions, legislative liaison activities.
- Organized fund-raising, including salaries of persons while engaged in these activities.
- Land acquisition.
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for reimbursement. Unsupported expenditures will be returned to the jurisdiction for resubmission.

ARTICLE 6: PERFORMANCE MEASURES

Quarterly Progress Reports shall demonstrate performance and progress relative to acceptable performance on applicable critical tasks in Exercises using approved scenarios:

- Progress in achieving project timelines and milestones.
- Percent measurable progress toward completion of project.
- How funds have been expended during reporting period, and explaining expenditures related to the project.

ARTICLE 7: SUB-RECIPIENT MONITORING POLICY

Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHSEM reserves the right to periodically monitor, review, and conduct analysis of financial, programmatic, and administrative policies, procedures, and practices. This monitoring may include review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property and equipment management system, progress of project activities, etc.. Monitoring may include desk and field audits. DHSEM will also conduct sub-recipient monitoring through review of the BSIR. Technical assistance is available from DHSEM staff.

ARTICLE 8: PROCUREMENT

When procuring property and services under this agreement, the sub-recipient will follow 2 CFR 200.318 through 2 CFR 200.326. The sub-recipient must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200. As such, the sub-recipient must use one of the methods of procurement identified in 2 CFR 200.320. The sub-recipient may request that its procurement system be reviewed by FEMA or DHSEM to determine whether its system meets standards in order for its system to be compliant

Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement from Minority Owned and Women Owned Business is encouraged, and must be tracked and reported to DHSEM on the quarterly reports. Procurement transactions shall be conducted to provide maximum open and free competition. Each sole-source procurement single vendor response to a competitive bid, and all purchases require prior approval of DHSEM.

ARTICLE 9: CONTRACTS

Any contract entered into during this grant period shall comply with applicable, State and Federal government contracting regulations. Contracts for professional and consultant services must include applicable, State and Federal government required contract language, a project budget, and require pre-approval by DHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants.

ARTICLE 10: AUDIT REQUIREMENTS

As the Federal grant recipient, the State of New Mexico requires a sub-recipient expending \$750,000 or more in Federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with 2 CFR 200 Subpart F. Torrance County will permit the State of New Mexico Grant and Program officials and auditors to have access to the sub-recipient's and third-party contractors' records and financial statements as necessary for the State of New Mexico to comply with 2 CFR 200 Subpart F. Copies of audit findings must be submitted to DHSEM within 45 days after Torrance County receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier, in accordance with 2 AAC 45.010. Include the Federal agency name, program, grant number, and year; the CFDA title and number; and the name of the pass-through agency.

ARTICLE 11: PROPERTY AND EQUIPMENT MANGEMENT

The sub-recipient will follow the property standards articulated in 2 CFR 200.310 through 2 CFR 200.326. The sub-recipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to DHSEM annually each January 30 with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: **Purchased with funds provided by the U.S. Department of Homeland Security**. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment. Any disposition of OPSG property or equipment must be pre-approved by DHSEM.

ARTICLE 12: NEPA/EHP COMPLIANCE

The sub-recipient must provide information to DHSEM to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The recipient must comply with all Federal, State and Local EHP requirements and obtain applicable permits and clearances.

Recipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older, and exercises. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. An EHP Screening Form will not need to be provided for those exercises that are planned to take place at previously approved facilities, such as, fire and police academies, search and rescue training facilities, and explosive testing centers. Any type of exercise that requires any type of land, water, or vegetation disturbance or building of temporary structures must undergo an EHP review.

Any change to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may result in ineligibility of grant funding.

ARTICLE 13: PUBLICATIONS

Publications created with funding under this grant shall prominently contain the following statement: **This Document was prepared under a sub-grant from the U.S. Department of Homeland Security, and the New Mexico Department of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security or the State of New Mexico.**

ARTICLE 14: RECORDKEEPING

The sub-recipient will follow the record retention and access standards articulated in 2 CFR 200.333 through 2 CFR 200.337. The grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

ARTICLE 15: CHANGES TO AWARD

All change requests must be submitted either in writing or electronically to the designated DHSEM Grant Specialist for review and possible approval. All change requests must be accompanied by a justification narrative and a budget and spending plan. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this agreement have otherwise been met at the time the request. If approved by DHSEM, changes in the programmatic activities, purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions, will result in an amendment to this award.

ARTICLE 16: OTHER GENERAL PROVISIONS

- The performance period for this grant award is January 1, 2020 through June 30, 2021. Further, all personnel related grant activity must be completed between January 1, 2020 through June 30, 2021. Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. **All obligated and encumbered funds must be liquidated within 30 days of the end of the performance period when the Final Progress and Financial Reports are due.**
- The 2016 SAFECOM guidance, in coordination with stakeholders and Federal partners, and the 2014 National Emergency Communications Plan, targets funding priorities to address:
 - a. Governance and Leadership,
 - b. Statewide Planning for Emergency Communications,
 - c. Emergency Communications Training and Exercises,
 - d. Activities that Enhance Operational Coordination, and
 - e. Standards Based Technology and Equipment.

To support these priorities, grantees should target funding toward standards-based equipment that enables the sub-recipients to:

- f. Sustain and maintain current Land Mobile Radios (LMR) capabilities
 - g. Use Project 25 (P25)-compliant LMR equipment for mission critical voice communications
 - h. Meet NMDoIT, FCC and FirstNet spectrum and authority to operate requirements
 - i. Transition towards Next Generation 911 (NG911) capabilities
 - j. Support standards that allow for alerts and warnings across different systems
 - k. Sustain backup solutions (e.g., backup power, portable repeaters, satellite phones, HF radios)
 - l. Secure equipment, information, and capabilities from physical and virtual threats
- Deployable / Shareable Assets - All assets supported in part or entirely with FY 2019 SHSGP Operation Stone Garden funding must be readily deployable to support emergency or disaster operations per existing IMAS and/or EMAC and other mutual aid agreements.
 - All assets supported in part or entirely with FY2019 SHSGP Operation Stone Garden funding that may not be physically deployable but support national response capabilities, such as interoperable communications systems and equipment, is considered shareable assets. Access to and use of these assets must be made readily available upon the request of the New Mexico Department of Homeland Security and Emergency Management.
 - The sub-recipient shall comply with the requirements and restrictions of the DHS Federal NOFO and the FY2019 State Emergency Performance Grant Program Guidance, State Guidelines. By signing this obligating award document, the sub-recipient certifies it has read, understood and accepted these documents as binding.
 - The signatures of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The sub-recipient shall follow the financial management requirements imposed on them by DHSEM, which includes the requirements of U.S. Department of Homeland Security.
 - The signature of the signatory officials on this award attests to Torrance County understanding, acceptance, and compliance with Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant State or local funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those

funds which have been appropriated in the budget for the same purpose. **Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.**

- Torrance County shall ensure the **accounting system** used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.
- Torrance County shall comply with **Federal Civil Rights Laws and Regulations**: *Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991.* Torrance County will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.
- Torrance County certifies that it has an **Affirmative Action Plan/Equal Employment Opportunity Plan (EEO/AAOP)** (for USDHS/DOJ grants). An EEO/AAOP is not required for recipients of less than \$25,000.00 or fewer than 50 employees.
- Torrance County certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
- Where applicable it is the responsibility of Torrance County as the recipient of these federal funds to fully understand and comply with the requirements of:
 - **Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**, OMB Standard Form 4248 Assurances -Non-Construction Programs, OMB Standard Form 4240 Assurances - Construction Programs, 2 C.F.R. Part 200, 2 C.F.R. Part 3002, <https://www.federalregister.gov/documents/2014/12/19/2014-28697/federal-awarding-agency-regulatory-implementation-of-office-of-management-and-budgets-uniform>
 - **Whistleblower Protection Act**,
 - 10 U.S.C Section 2409, <https://www.acquisition.gov/far/html/Subpart%2039.html>
 - 41 U.S .C. 4712, <https://www.gpo.gov/fdsys/granule/USCODE-2012-title41/USCODE-2012-title41-subtitleI-divsnC-chap47-sec4712>
 - 10 U.S.C. Section 2324, <https://www.gpo.gov/fdsys/granule/USCODE-2010-title10/USCODE-2010-title10-subtitleA-partIV-chap137-sec2324>
 - 41 U. S. C. Sections 4304 <https://www.gpo.gov/fdsys/pkg/USCODE-1998-title41/html/USCODE-1998-title41-chap7-sec423.htm>
 - 41 U. S. C. Sections 4310, <https://www.gpo.gov/fdsys/granule/USCODE-2011-title41/USCODE-2011-title41-subtitleI-divsnC-chap43-sec4310>
 - **Use of DHS Seal, Logo and Flags** - All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags.
 - **USA Patriot Act of 2001**, 18 U.S.C. Sections 175 175c, <https://www.gpo.gov/fdsys/pkg/BILLS-107hr3162enr/pdf/BILLS-107hr3162enr.pdf>
 - **Universal Identifier and System of Award Management (SAM)**, 2 C.F.R. Part 25, Appendix A, http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr25_main_02.tpl
 - **Reporting of Matters Related to Recipient Integrity and Performance**, 2 C.F.R. Part 200, Append ix, XII, <https://www.federalregister.gov/documents/2015/07/22/2015-17753/guidance-for-reporting-and-use-of-information-concerning-recipient-integrity-and-performance>
 - **Rehabilitation Act of 1973, 29 U.S.C. Section 794**, <https://www.gpo.gov/fdsys/pkg/USCODE-2010-title29/pdf/USCODE-2010-title29-chap16-subchapV-sec794.pdf>

- **Trafficking Victims Protection Act of 2000**, Section 106(g) 22 U.S.C. section 7104, 2 CFR Section 1 75.15, <https://www.gpo.gov/fdsys/granule/USCODE-2010-title22/USCODE-2010-title22-chap78-sec7104>
- **Terrorist Financing**, <http://www.state.gov/j/ct/rls/other/des/122570.htm>
- **SAFECOM**, <https://www.dhs.gov/safecom>
- **Reporting Sub-Awards and Executive Compensation**, http://www.ecfr.gov/cgi-bin/text-idx?SID=642add467031e0890f536fd54f4c389d&mc=true&node=ap2.1.170_1330.a&rgn=div9
- **Procurement of Recovered Materials, Solid Waste Disposal Act, Resource Conservation Recovery Act** , http://www.ecfr.gov/cgi-bin/text-idx?SID=2687e81e87f616171c67e1a97d9fe25d&node=se2.1.200_1322&rgn=div8
<https://www.epa.gov/history/epa-history-resource-conservation-and-recovery-act>,
- **Environmental Protection Agency (EPA) 40 C. F. R. Part 247**, <https://www.gpo.gov/fdsys/pkg/CFR-2012-title40-vol26/xml/CFR-2012-title40-vol26-part247.xml>
- **Patents and Intellectual Property Rights**, http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title37/37cfr401_main_02.tpl
 - Bayh-Dole Act. Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq.
 - 37 C.F.R. Part 401
 - 37 C.F.R. Section 401.14
- **DHS HSGP Notice of Funding Opportunity Requirements** - All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
- **Non-supplanting Requirement** - All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.
- **Lobbying Prohibitions, 31 U.S.C. Section 1352**, <https://www.gpo.gov/fdsys/granule/USCODE-2010-title31/USCODE-2010-title31-subtitleII-chap13-subchapII-sec1352/content-detail.html>
- **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**, <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited>,
<https://www.lep.gov/>
- **Hotel and Motel Fire Safety Act of 1990**, <https://www.gpo.gov/fdsys/pkg/STATUTE-104/pdf/STATUTE-104-Pg747.pdf>, **Federal Fire Prevention and Control Act of 1974, as amended**, 15 U.S.C. Section 2225
<http://legcounsel.house.gov/Comps/FIREPREV.PDF>
- **Fly America Act of 1974**, 49 U.S.C. Section 41102, 49 U.S.C. Section 40118
<https://www.med.upenn.edu/orss/docs/FlyAmericaAct.pdf>, Comptroller General Decision B-138942
<http://www.gao.gov/products/441704>
- **Best Practices for Collection and Use of Personally Identifiable Information (PII)** - DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.
- **Americans with Disabilities Act of 1990**, 42 U. S. C. Sections 12101, 12213,
<https://www.ada.gov/pubs/adastatute08.htm>
- **Age Discrimination Act of 1975, Title 42 U.S. Code section 6101 et**,
https://www.dol.gov/oasam/regs/statutes/age_act.htm
- **Activities Conducted Abroad** - All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- **Acknowledgment of Federal Funding from DHS** - All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents

describing projects or programs funded in whole or in part with Federal funds.

- **Federal Leadership on Reducing Text Messaging while Driving**, <https://www.whitehouse.gov/the-press-office/executive-order-federal-leadership-reducing-text-messaging-while-driving>
- **Federal Debt Status**, https://www.whitehouse.gov/sites/default/files/omb/assets/a129/rev_2013/pdf/a-129.pdf
- **False Claims Act and Program Fraud Civil Remedies**, 31 U.S.C. Section 3729, 31 U.S.C. Section 3801-3812, <http://www.gao.gov/assets/590/587978.pdf>
- **Energy Policy and Conservation Act, 42 U.S.C. Section 6201**, <http://legcounsel.house.gov/Comps/EPCA.pdf>
- **Education Amendments of 1972 (Equal Opportunity in Education Act)**, 20 U.S.C. section 1681 et seq, 6 C.F.R. Part 17 and 44 C.F.R. Part 19, <https://www.dol.gov/oasam/regs/statutes/titleix.htm>
- **Duplication of Benefits**, 2 C.F.R. Part 200, Subpart E, <http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.5&rgn=div6>
- **Drug-Free Workplace Regulations**, 41 U.S.C. section 701 et seq, 2 C.F.R. Part 3001, https://www.whitehouse.gov/sites/default/files/omb/assets/fedreg_2009/061509_drugfree.pdf
- **Debarment and Suspension**, Executive Orders, 12549 and 12689, and 2 C.F.R. Part 180, https://www.whitehouse.gov/sites/default/files/omb/assets/grants/111506_grants_full.pdf
- **Copyright**, 17 U.S.C. sections 401 or 402, <https://www.gpo.gov/fdsys/granule/USCODE-2010-title17/USCODE-2010-title17-chap4-sec402>
- **Civil Rights Act of 1968**, Title VIII of the Civil Rights Act of 1968, 42 U.S.C. section 3601 et seq, 24 C.F.R. Part 100, 24 C.F.R. Section 100.201, <https://www.law.cornell.edu/cfr/text/24/886.313>
- **Civil Rights Act of 1964 - Title VI**, 42 U.S.C. Section 2000d et seq, 6 C.F.R. Part 21, 44 C.F.R. Part 7 <https://www.dol.gov/oasam/regs/statutes/titlevi.htm>
- **DHS Specific Acknowledgements and Assurances**
 - All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
 - Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
 - Recipients must give DHS access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
 - Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 - Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hg.dhs.gov or by mail at **U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528**.
 - In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.
 - The United States has the right to seek judicial enforcement of these obligations.
- **Disposition of Equipment Acquired Under the Federal Award**, 2 C.F.R. Section 200.313,

<https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-313>

- **National Environmental Policy Act**, National Environmental Policy Act (NEPA), Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, <https://ceq.doe.gov/>
- **Nondiscrimination in Matters Pertaining to Faith-based Organizations**, 6 C. F. R. Part 19 <https://www.federalregister.gov/documents/2015/08/06/2015-18257/nondiscrimination-in-matters-pertaining-to-faith-based-organizations>

ARTICLE 17: PENALTY FOR NON COMPLIANCE

For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHSEM shall notify the sub-recipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The sub-recipient must respond within 5 days of receipt of notification.

- Unwillingness or inability to attain project goals
- Unwillingness or inability to adhere to Article 19, Special Conditions.
- Failure or inability to adhere to grant guidelines and federal compliance requirements
- Improper procedures regarding contracts and procurements
- Inability to submit reliable and/or timely reports
- Management systems which do not meet federal required management standards
- Failure or inability to adhere to the terms and conditions of this agreement

ARTICLE 18: TERMINATION

For Cause: If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHSEM will provide notice of five (5) days to the sub-recipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHSEM will reimburse the sub-recipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final reimbursement may be withheld at the discretion of DHSEM until completion of a final DHSEM review. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

For Convenience: This Agreement may be terminated without cause by either of the parties upon written notice delivered to the other party at least 45 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party's obligations for performance or liabilities for failure to perform already incurred prior to the date of termination. Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security (USDHS) and the DHSEM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

This Space is intentionally blank

ARTICLE 19: SPECIAL CONDITIONS

** Grant funds cannot be expended until these conditions have been met.*

- SHSGP Notice of Funding Opportunity Requirements - All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
- The grant award amount is a funding allocation, and is not to be interpreted as expenditure authorizations or approvals. Pre-approval from DHSEM's Local Preparedness Program, Preparedness Unit, and Administrative Service Bureau (ASB) is required for all purchases regardless of any application review.
- All awarded projects must be planned for, conducted, budgeted and expended within the designated performance period. Furthermore, at least 25% of the grant award must be expended in the first quarter for each project; some exceptions and/or extenuating circumstances may apply.
- All sub-recipients must complete a National Incident Management System (NIMS) Assessment on or before September 30 of each year. All funded beneficiaries, to include but not limited to, first response agencies and special teams must also complete a NIMS Assessment. Continuing working on NIMS implementation objectives throughout the performance period of the grant and thereafter.
- All sub-recipients must complete and/or revise their Threat Hazard Identification Risk Assessment (THIRA) on or before May 30 biannually.
- All sub-recipients must complete and/or revise their local and/or regional Tactical Communication Interoperable Plan (TCIP) prior to the final request for reimbursement.
- All sub-recipients must have a fully promulgated All Hazards Emergency Operations Plan (EOP) prior to the final request for reimbursement.
- All sub-recipients are required to conduct one exercise to test the capabilities of equipment purchased with past or current federal preparedness grants. All AAR/IP and/or AAR/IP input forms must be sent to the DHSEM exercise Officer no later than 60 days after the exercise.
- All SHSGP performance activities will be monitored by the Local Preparedness Program on a quarterly basis or as needed to ensure sub-recipients are conducting progressive activities to ensure project completion within the specified performance period.
- Quarterly financial and progress reports are due on April 30, July 30, October 30, January 30 within the Period of Performance. Final reports are due 30 days after the end of Period of Performance.
- All equipment must be purchased and deployed in accordance set forth in the FY 2019 SHSGP NOFO. All assets supported in part or entirely with FY 2019 SHSGP funding must be readily deployable to support emergency or disaster operations per existing EMAC agreements.
- All Revisions must be reviewed and approved by the Local Preparedness Program to ensure that the proposed project meets all federal and state eligibility requirements. All Revisions must meet the original scope of the project.
- The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period.
- All expenditures that are incurred above and beyond the amount of this sub-grant agreement are the sole responsibility of the sub-recipient of this award.
- The FEMA approved National Environmental Protection Agency-Environmental Historic Preservation (NEPA/EHP) form must be submitted prior to any ground disturbance, modification to buildings, etc.
- Annual external audit reports must be submitted to DHSEM within 45 days of receipt by sub-recipients.
- All Contracts for goods and services, to include the project scope of work, must be reviewed and approved the LPP and ASB before execution, to include signing of contract between parties.
- All requests for Sub-grant award extensions must be received at DHSEM prior to the 90-day grant award termination date. Requests for sub-grant award extensions will only be considered for documented extenuating circumstances and will be reviewed by the Local Preparedness Program on a case-by-case basis.
- Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted back to DHSEM.



State of New Mexico
 DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT
 P.O. Box 27111
 Santa Fe, NM 87502

SUB-RECIPIENT GRANT AGREEMENT
 2019 State Homeland Security Grant Program
 2019 Federal Grant No. EMW-2019-SS-00083-501 CFDA No. 97.067

The acceptance of a grant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the Sub-Recipient to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management.

SIGNATURE OF ACCEPTANCE

JURISDICTION SIGNATURES			
Signature of Jurisdiction EM Program Manager		DATE	
		10/24/19	
Printed Name: MATT PROPP			
Contact Number:	505-705-0836	e-Mail Address:	mpropp@tcnm.us
Signature of Jurisdiction Chief Financial Officer		DATE	
		10/28/19	
Printed Name: Jeremy Oliver			
Contact Number:	505 544-4720	e-Mail Address:	joliver@tcnm.us
Signature of Jurisdiction Signatory Official		DATE	
Printed Name:			
Contact Number:		e-Mail Address:	
NM DHSEM SIGNATURES			
Signature of DHSEM Grants Manager		DATE	
Print Name: Juanita Abeyta, Grants Manager			
Signature of DHSEM Cabinet Secretary		DATE	
Print Name: Jackie Lindsey, Cabinet Secretary			

Print two (2) originals, sign both and mail to:

USPS: NMDHSEM, Grants Management Unit, P.O. Box 27111, Santa Fe, NM 87502
UPS & FEDEX: NMDHSEM, Grants Management Unit, 13 Bataan Blvd., Santa Fe, NM 87508



Torrance County Grants Committee

Grant review Summary

Department & Project Manager: Matt Propp Date: 10/28/2019

Type of Grant: Reimbursable Match Other:

Name of Grant: State Homeland Security Grant Program (SHSGP) Grant/Agreement Number: EMW-2019-SS-00083-S01
Grantor: US Department of Homeland Security through NM Department of Homeland Security and Emergency Management (NM DHSEM) Grant Term: Federal Fiscal Year FY2019 January 1, 2020 - June 30, 2021
Grant Funding: \$75,000 Administration Fee: none
Report Requirements: quarterly financial and performance reports due April 30, July 30, October 30, January 30.
matching: none
Project Description: Communications Upgrade for Public Safety.
Legal Requirements:
Committee Concerns: spend early

Recommend: Approve Approve With Conditions: Do Not Approve

Grants Committee: County Manager County Treasurer Grant Coordinator

Purchasing Director Finance Director



*Agenda Item
No. 12-I*



*Agenda Item
No. 12-J*

CONTRACT NUMBER: _____

VENDOR NUMBER: 0000054405

GRANT AGREEMENT

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

1. **Award.** The Department hereby awards the Grantee funding for the following Project: Community Driving While Impaired (CDWI), Project No. 20-CD-05-103, \$2,453.00, (Project).
2. **Scope of Work.** The Grantee shall perform the professional services stated in Exhibit A.
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in the Department's CDWI Manual. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than thirty (30) days after termination of this Agreement.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the Agreement and for three (3) years after termination. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the Project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) days of written notice.
5. **Officials Not to Benefit.** The Parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.
6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) days written notice. On receipt of a notice of termination, the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the

Agreement, and by giving the Department thirty (30) days written notice. The Parties acknowledge that termination will not nullify obligations incurred prior to termination.

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

to NMDOT at: New Mexico Dept. of Transportation Attn: Traffic Safety Division P.O. Box 1149 Santa Fe, NM 87504	to the Grantee at: Torrance County Attn: Tracey Master P.O. Box 48 Estancia, NM 87016
--	---
10. **Severability.** The Parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.

11. **Tort Claims.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended. This paragraph is intended only to define the liabilities between the Parties and it is not intended to modify in any way, the Parties' liabilities as governed by common law or the New Mexico Tort Claims Act.
12. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
13. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2, and that the Department is not responsible for any services except as expressly stated in this Agreement.
14. **Term.** This Agreement takes effect upon signature of all Parties, with the date of execution being that of the latest of executed signatures. The Agreement terminates at midnight on June 30, 2020, unless terminated earlier as provided in Section 6 or Section 7, or modified by amendment as set forth in Section 16. If the Grantee does not deliver the signed Agreement to the Department within sixty (60) days of the Department's signature, the Agreement will be voidable by the Department.
15. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this Agreement.
16. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the Parties.
17. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.
18. **Merger.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement and supersedes all other agreements, whether written or oral, between the Parties, provided that this Agreement does not supersede the Grantee's rights under any other grant agreement.

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

DEPARTMENT OF TRANSPORTATION

By: _____
Secretary or Designee

Date: _____ Cabinet

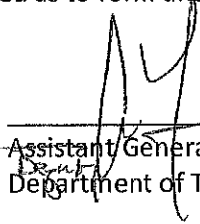
TORRANCE COUNTY

By: _____

Date: _____

Title: _____

Approved as to form and legal sufficiency.

By:  _____
Assistant General Counsel
Department of Transportation

Date: 2019.10.15

Approved as to form and legal sufficiency.

By: _____
Counsel for Torrance County

Exhibit A

SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

COMMUNITY DRIVING WHILE IMPAIRED PROGRAMS (CDWI) PROJECT NO. 20-CD-05-103

1. **Scope of Work.** The Grantee shall conduct the following activities as required below:
 - (a) Utilizing funding from the Department, towards overtime salaries for drivers of the Smart Choice Ride van.
 - (b) Utilizing funding from the Department, to purchase "Smart Choice Ride Service" promotional items to be distributed at community events.
2. **Definitions.** For purposes of this exhibit, the following definitions apply:
 - (a) **"Program Manager"** means the staff person at the Department assigned to monitor, coordinate and oversee program areas and project activities.
 - (b) **"Agency Coordinator"** means the person assigned by the Grantee to assume direct responsibility for administering all phases of the project agreement.
3. **Training and qualifications.** The Agency Coordinator must attend Department training as required by the Department. The Grantee shall notify the Department of any changes in the Agency Coordinator designation. The Grantee's officers must have law enforcement certifications in all areas necessary to conduct the services noted in paragraph 1 of this Scope of Work.
4. **Reimbursement.** The Department will pay the Grantee for the actual cost of activities listed in this Scope of Work. The Grantee should submit claims for reimbursement no later than ten (10) days after the end of each month. The Department will pay the Grantee for the following:
 - (a) the actual costs of items listed in this Scope of Work; and
 - (b) conference and training fees, per diem, and other related costs required under the grant and approved by the Department in advance.
5. **Reporting.** The Grantee must submit quarterly activity reports by October 31, 2019, January 31, 2020, April 30, 2020 and July 31, 2020. Quarterly activity reports should summarize the Grantee's goals and accomplishments for the fiscal year funded under this Agreement. Further, the report should detail how the Grantee's activities contributed to meeting the Department's highway safety targets, missions and goals.
6. **Funding.** Funding for this CDWI Project comes from a \$75.00 fee imposed on convicted drunk drivers, as allowed by NMSA 1978, Sections 31-12-7(B) and NMAC 18.20.6. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The Project's itemized budget is as follows:

Personal Services	\$1,000.00
Contractual Services	\$
Commodities	\$1,453.00
Indirect	\$
Other	\$
TOTAL	\$2,453.00
7. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior approval of the Department.



*Agenda Item
No. 12-K*



*Agenda Item
No. 12-L*



STATE OF NEW MEXICO
OFFICE OF THE STATE ENGINEER

DISTRICT I

John R. D'Antonio Jr., P.E.
STATE ENGINEER

5550 San Antonio NE
Albuquerque, NM 87109
(505) 383-4000

April 9, 2019

File No: E-9712 into E-5498 POD2

Andrew M. Miller
10507 San Marino Rd. NE
Albuquerque, NM 87111

RE: Extension of Time

Greetings:

Enclosed is an original of the Application for Extension of Time, numbered above, which has been approved. Please note the due date for filing Proof of Application of Water to Beneficial Use has been extended for one additional year, to **April 15, 2020**, subject to the rules and regulations of the State Engineer.

This is the sole notification and reminder that you will receive concerning the due date for filing the Proof of Application of Water to Beneficial Use.

Sincerely,

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

Julie Cummings
Water Resource Specialist

Enclosure
cc: WATERS

1-58613
\$25

File Number: E-9712 into E-5498
(For OSE Use Only) POD2

NEW MEXICO OFFICE OF THE STATE ENGINEER
APPLICATION FOR EXTENSION OF TIME
IN WHICH TO PERFECT AN APPROPRIATION OF UNDERGROUND WATER

1. PERMITTEE

Name: Andrew M Miller Work Phone: 505-249-8669
Contact: Andrew M Miller Home Phone: 505-249-8669
Address: Po Box 745 / 4 Bart Lane
City: McIntosh State: NM Zip: 87032

2. HEREBY APPLIES FOR AN EXTENSION OF TIME IN WHICH TO

Apply water to beneficial use - E-9712 into E-05498 POD2
(complete the well, apply water to beneficial use or both)

3. REASON

The period of time is insufficient and additional time is requested for the following reasons (state reasons in detail if desirable or necessary, submit affidavits, photographs, etc., as evidence in support of statement:

Requesting an extension of time for applying groundwater to beneficial use for E-9712 into E-05498 POD2. I have been working on an irrigation system, however, progress has been slower than anticipated and costs have been greater than anticipated.

I respectfully request an extension of time for beneficial use so that I can complete the irrigation system and apply water to crops and/or grass.

The State Engineer is hereby requested to extend the time previously granted by extending the limiting date to 04/15/2022
mm/dd/year

Do Not Write Below This Line

File Number: _____
Form: wr-13

Trn Number: _____

File Number: _____
(For OSE Use Only)

**NEW MEXICO OFFICE OF THE STATE ENGINEER
APPLICATION FOR EXTENSION OF TIME
IN WHICH TO PERFECT AN APPROPRIATION OF UNDERGROUND WATER**

ACKNOWLEDGEMENT

(I, We) Andrew M Miller _____ affirm that the
(Please Print)
foregoing statements are true to the best of (my, our) knowledge and belief.

AMM _____
Permittee Signature Permittee Signature

ACTION OF STATE ENGINEER

By authority vested in me, this application for additional time is
approved denied and I do hereby grant the permittee an extension of time to
the following dates:

Complete the well on or before _____, 20 _____

Apply Water to Beneficial Use on or before April 15, 20 20

Witness my hand and seal this 9th day of April, 20 19
JOHN R. D'ANTONIO, JR. EE.
STATE ENGINEER, State Engineer

By: Julie Cummings



RECEIVED 12 PM 2:28

Do Not Write Below This Line

File Number: _____
Form: wr-13

Trn Number: _____



STATE OF NEW MEXICO
OFFICE OF THE STATE ENGINEER
District I

JOHN R. D'ANTONIO, JR., P.E.
STATE ENGINEER

5550 San Antonio Drive NE
Albuquerque, NM 87109-4127
(505) 841-4050

May 20, 2011

ATTN: Mr. Andrew Miller
Head First, Inc.
13820 Old St. Augustine Road, Suite 113-134
Jacksonville, FL 32258

Permit No. E-44-A into E-9712

Dear Mr. Miller:

Your copy of the Permit E-44-A into E-9712 is enclosed. It has been approved subject to the attached conditions of approval.

Sincerely,

A handwritten signature in black ink, appearing to read "D.B. Anderson".

David B. Anderson
Water Resource Specialist Senior

Enclosure

cc: Howard and Carolyn Carlson c/o Tim Oden

Act-47923
\$5000

File Number: _____
(For OSE Use Only)

NEW MEXICO OFFICE OF THE STATE ENGINEER
APPLICATION FOR PERMIT TO CHANGE LOCATION OF WELL
AND PLACE AND/OR PURPOSE OF USE OF UNDERGROUND WATER

1. APPLICANT

Name: Howard B. & Carolyn Carolson Cell Phone: 505-220-8798
Contact: Tim Oden, PO Box 1976, Moriarty, NM 87035 Agent Phone: 505-832-1425
Address: #28 Akin Farm Rd.
City: Estancia State: NM Zip: 87015

Name: Head First, Inc. Cell Phone: 904-662-7179
Contact: Andrew Miller, President Agent Phone: 505-832-1425
Address: 13820 Old St. Augustine Rd., Ste. ~~11301~~ 113-134
City: Jacksonville State: FL Zip: 32258

2. CHANGE FROM

A. LOCATION OF WELL (A and/or B or E Required)

a. SW 1/4 NW 1/4 NW 1/4 Section: 32 Township: 6N Range: 8E N.M.P.M.
in Torrance County.

b. X = _____ feet, Y = _____ feet, N.M. Coordinate System
_____ Zone in the _____ Grant.
U.S.G.S. Quad Map _____

c. Latitude: 34 d 42 m 25.4 s Longitude: 106 d 07 m 47.2 s

d. East _____ (m), North _____ (m), UTM Zone 13, NAD 27 (27 or 83)

e. Tract No. _____, Map No. _____ of the _____ Hydrographic Survey

f. Lot No. _____, Block No. _____ Of Unit / Tract _____ of the
_____ Subdivision recorded in _____ County.

g. Other: _____

h. Give State Engineer File Number of existing well: E-44

i. On land owned by (required): Howard B. & Carolyn Carlson

j. Is well to be plugged or capped? No If not, state for what use retained: Continued irrigation
under file E-44

Do Not Write Below This Line

File Number: _____

Form: wr-08

Trn. Number: _____

File Number: _____
(For OSE Use Only)

NEW MEXICO OFFICE OF THE STATE ENGINEER
APPLICATION FOR PERMIT TO CHANGE LOCATION OF WELL
AND PLACE AND/OR PURPOSE OF USE OF UNDERGROUND WATER

2. CHANGE FROM - continued

B. PLACE OF USE

23.4 acres of land described as follows:

Subdivision of Section (District or Hydrographic Survey) Portion of Tract A & B	Section (Map No.)	Township (Tract No.)	Range	Acres
SW1/4 NW1/4 NW1/4	32	6N	8E	5.5
SE1/4 NW1/4 NW1/4	32	6N	8E	9.4
SW1/4 NE1/4 NW1/4	32	6N	8E	8.5
				23.4 acres

Who is the owner of the land? Howard B & Carolyn Carlson

If there are other sources of water for these lands, describe by file number:

C. PURPOSE OF USE

Domestic: _____ Livestock: _____ Irrigation: X Municipal: _____ Industrial: _____
Commercial: _____ Other (specify): _____
Specific use: _____

D. QUANTITY

Diversion Amount: 58.5 acre-feet per annum
Consumptive Use: _____ acre-feet per annum

2011 FEB 23 AM 9:50

Do Not Write Below This Line

File Number: _____
Form: wr-08

Trn. Number: _____

File Number: _____
(For OSE Use Only)

NEW MEXICO OFFICE OF THE STATE ENGINEER
APPLICATION FOR PERMIT TO CHANGE LOCATION OF WELL
AND PLACE AND/OR PURPOSE OF USE OF UNDERGROUND WATER

3. CHANGE TO

A. LOCATION OF WELL (A and/or B or E Required)

a. NW 1/4 SE 1/4 NW 1/4 Section: 7 Township: 7N Range: 9E N.M.P.M.
in Torrance County.

b. X = _____ feet, Y = _____ feet, N.M. Coordinate System
_____ Zone in the _____ Grant.

U.S.G.S. Quad Map _____

c. Latitude: 34 d 51 m 00 s Longitude: 106 d 02 m 16 s

d. East _____ (m), North _____ (m), UTM Zone 13, NAD 27 (27 or 83)

e. Tract No. _____, Map No. _____ of the _____ Hydrographic Survey

f. Lot No. 12, Block No. _____ Section 7 of the
Antelope Springs Ranches Subdivision recorded in Torrance County.

g. Other: _____

h. Give State Engineer File Number of existing well: Undrilled well # E-9712

i. On land owned by (required): Head First, Inc., a Florida Corporation

j. If new well, give approximate depth (if known) 300 feet; outside diameter of casing 8 5/8 inches. Name of driller and license number (if known) Not known at this time

B. PLACE OF USE

23.4 acres of land described as follows:

Subdivision of Section (District or Hydrographic Survey)	Section (Map No.)	Township (Tract No.)	Range	Acres
<u>S1/2 S1/2 NE1/4 NW1/4</u>	<u>7</u>	<u>7N</u>	<u>9E</u>	<u>8.2</u>
<u>N1/2 N1/2 SE1/4 NW1/4</u>	<u>7</u>	<u>7N</u>	<u>9E</u>	<u>8.2</u>
<u>SW1/4 SE1/4 NW1/4</u>	<u>7</u>	<u>7N</u>	<u>9E</u>	<u>7</u>
<u>On lots 7,8,9,10,13,14 Antelope Springs Ranches Subd shown on attached plat.</u>				

Who is the owner of the land? Head First Inc., a Florida Corporation

If there are other sources of water for these lands, describe by file number:

Do Not Write Below This Line

File Number: _____
Form: wr-08

Trn. Number: _____

File Number: _____
(For OSE Use Only)

NEW MEXICO OFFICE OF THE STATE ENGINEER
APPLICATION FOR PERMIT TO CHANGE LOCATION OF WELL
AND PLACE AND/OR PURPOSE OF USE OF UNDERGROUND WATER

3. CHANGE TO - continued

C. PURPOSE OF USE

Domestic: Livestock: Irrigation: Municipal: _____ Industrial: _____
Commercial: _____ Other (specify): _____
Specific use: _____

D. QUANTITY

Diversion Amount: _____ 58.5 _____ acre-feet per annum
Consumptive Use: _____ _____ acre-feet per annum

4. REASON FOR CHANGE

Application is made to change location of well and/or place and/or purpose of use for the following reasons:
Discontinue irrigation of 23.4 acres of the current place of use of 48.4 acres under item 2B above and commence irrigation of 25 acres from an as-yet undrilled well.

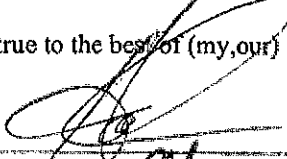
5. ADDITIONAL STATEMENTS OR EXPLANATIONS:

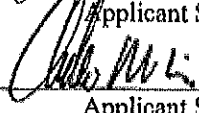
Located in item 3B above Mr. Carlson has a purchase agreement for sale to Head First, Inc. for a total diversion of 58.5 acre feet of licensed water for irrigation. Head First Inc., would like to purchase ~~so~~ this portion of the rights under file E-44 and irrigate the 25 acres they own near McIntosh, contingent upon approval of the OSE.

A copy of that purchase agreement is attached.

ACKNOWLEDGEMENT

(We) Howard Carlson, Carolyn Carlson, & Andrew Miller affirm that the foregoing statements are true to the best of (my,our) knowledge and belief.
(Please print)



Applicant Signature


Applicant Signature



Applicant Signature

Do Not Write Below This Line

File Number: _____
Form: wr-08

Trn. Number: _____

2011 FEB 23 AM 9:50

File Number: E-44-A inh E-9712
(For OSE Use Only)

**NEW MEXICO OFFICE OF THE STATE ENGINEER
APPLICATION FOR PERMIT TO CHANGE LOCATION OF WELL
AND PLACE AND/OR PURPOSE OF USE OF UNDERGROUND WATER**

ACTION OF STATE ENGINEER

This application is approved / ~~denied~~ / ~~partially approved~~ provided it is not exercised to the detriment of any others having existing rights, and is not contrary to the conservation of water in New Mexico nor detrimental to the public welfare; and further subject to the following conditions:

**SEE ATTACHED CONDITIONS
OF APPROVAL**

Witness my hand and seal this 20th day of MAY, 20 2011

JOHN R. D'ANTONIO, JR. P.E.
STATE ENGINEER, State Engineer

By: 

2011 FEB 23 11:51 AM

Do Not Write Below This Line

File Number: _____

Form: wr-08

Page 5 of 5

Trn. Number: _____

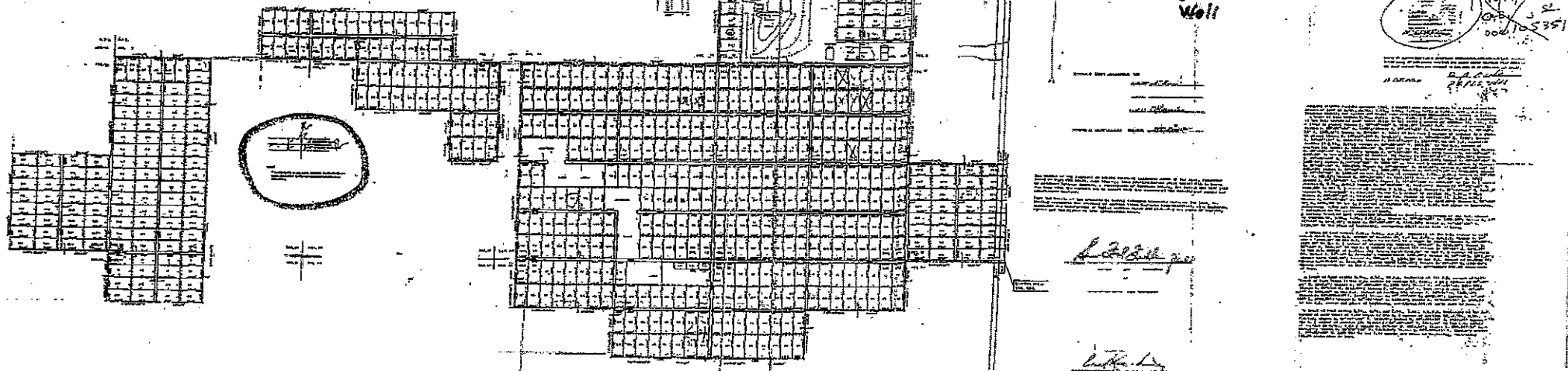
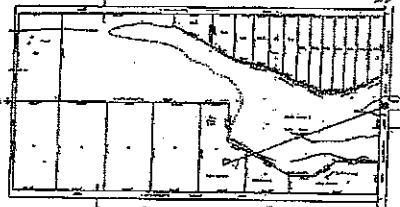
2011 FEB 23 AM 9:50

Proposed plat of use

R2E | R9E

RECORDED 022-1
P.C. 222
FILED
JAN 20 2011
TERRACE COUNTY

ANTELOPE SPRINGS RANCHES
TORRANCE COUNTY
T7N, R7E - T7N, R8E - T7N, R9E - T8N, R9E
NORTMAN ENGINEERING CO.
ADVISED PLAT
JAN 20 2011



DATE 2/23/11
BY [Signature]
000105351

Well

Large

Small

ALL 5/24/11
12/24/11

CONDITIONS OF APPROVAL

1. This application is approved as follows:

Permittees: Howard B. Carlson
Carolyn Carlson
Head First, Inc.

Permit No. E-44-A into E-9712

Priority: February 15, 1950

Source: Basin Fill of the Estancia Basin

Points of Diversion:

Move-From: Well E-44 located at 34° 42' 25.4" N. Lat., 106° 07' 47.2" W. Long.

Move-To: Well E-9712-POD1, to be located at 34° 51' 00" N. Lat., 106° 02' 16" W. Long.

Purpose of Use: Irrigation

Place of Use:

Move From: 23.4 acres of land owned by Howard B. and Carolyn Carlson within Section 32, Township 6 North, Range 8 East, NMPM, described in aliquot parts as Part (Pt.) SW¼ NW¼ NW¼ (5.5 acres), Pt. SE¼ NW¼ NW¼ (9.4 acres), and Pt. SW¼ NE¼ NW¼ (8.5 acres), all in Torrance County, New Mexico.

Move-To: 23.4 acres of land owned by Head First, Inc., a Florida Corporation, located in Section 7, Township 7 North, Range 9 East, NMPM, described in aliquot parts as S½ S½ NE¼ NW¼ (8.2 acres), N½ N½ SE¼ NW¼ (8.2 acres), SW¼ SE¼ NW¼ (7 acres), and all within Lots 7, 8, 9, 10, 13, and 14, Antelope Springs Ranches Subdivision, Torrance County, New Mexico.

Amount of Water: Farm Delivery Requirement of 58.5 acre-feet per annum

2. By this permit the State Engineer approves the transfer of 58.5 acre-feet per annum farm delivery requirement water rights within the Estancia Groundwater Basin and pursuant to the Estancia Basin Guidelines adopted June 20, 2002. The total diversion of water from Well E-9712-POD1 shall not exceed 58.5 acre feet per annum for the irrigation of 23.4 acres of land.
3. The total amount of water pumped from Well E-9712-POD1 shall be measured by a totalizing meter of a type, at a location, and installed in a manner acceptable to the State

Engineer. Records of the amount of water diverted from Well E-9712-POD1 shall be submitted by the permittee to the District 1 Office of the State Engineer via mail, e-mail, or facsimile on or before the 10th day of January, April, July, and October for the three preceding calendar months. The permittee shall submit a one-time photograph of the installed meter, clearly showing the face of the meter, to the Office of the State Engineer.

4. The water rights appurtenant to 23.4 acres of move-from land described are severed therefrom, and lands shall not be irrigated from any source without a separate permit approved by the State Engineer. See Attachment A.
5. Well E-9712-POD1 shall not exceed a total depth of 300 feet or the bottom of the basin fill.
6. The permittee shall utilize the highest and best technology available to ensure conservation of water to the maximum extent economically practical.
7. Proof of Completion of Well shall be filed on or before May 15, 2015, and Final Inspection and Report of Beneficial Use of Underground Water, shall be filed no later than May 15, 2015.
8. Within five years of this permit being issued, if no water has been placed to beneficial use the permittee may file an application to cancel the permit and re-permit a change to the purposed point of diversion, place of use, or purpose of use of the original water right. (Note: A period of five years is consistent with NMSA 1978, § 72-5-28 and NMSA, § 72-12-28, which provide for four years of non-use plus one additional year after notice of non-use from the State Engineer.)

Witness my hand and seal this 20th day of May, A.D. 2011.

JOHN R. D'ANTONIO, P.E.
NEW MEXICO STATE ENGINEER

By:


Elizabeth A. Cervantes

Water Resource Supervisor

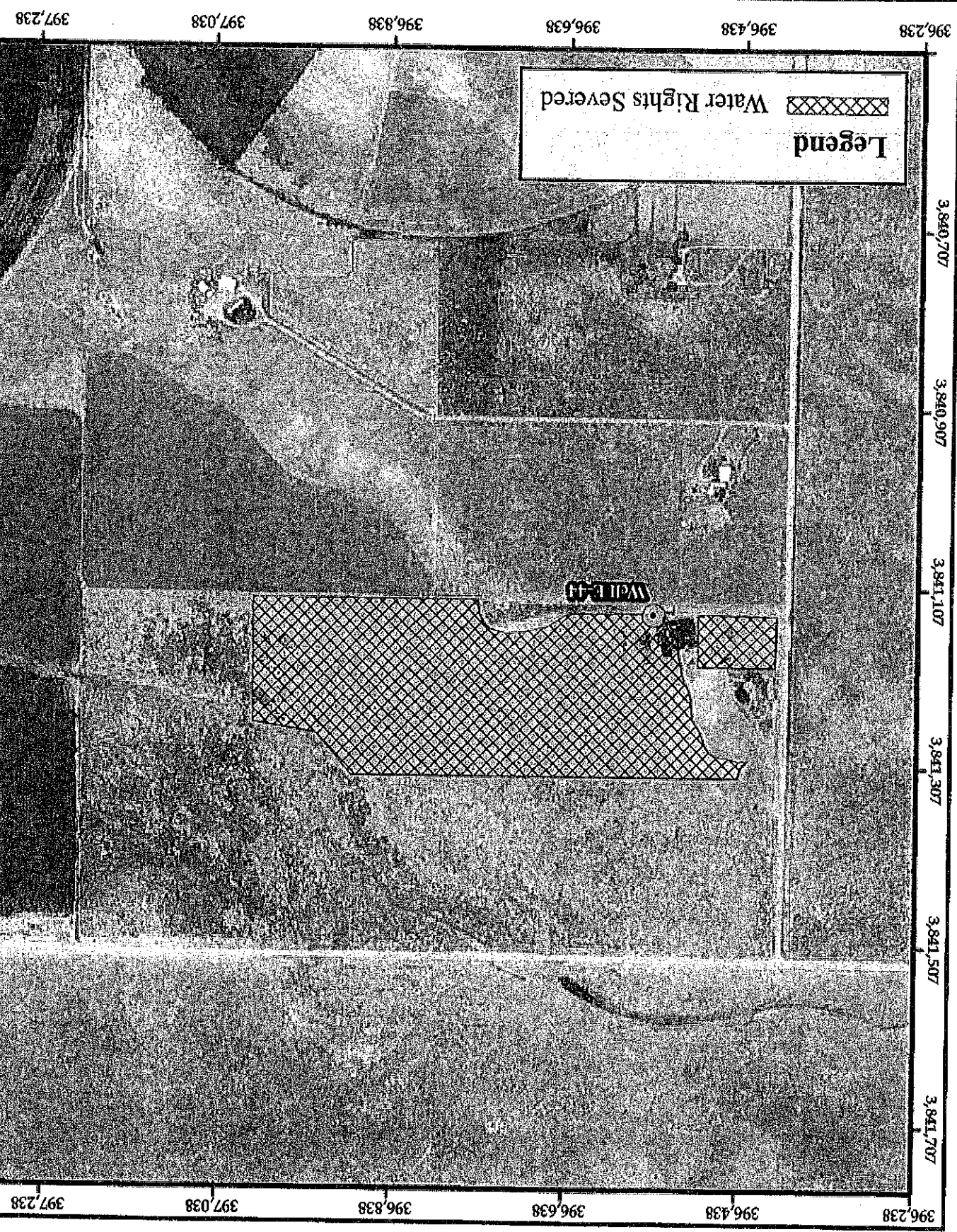
Application E-44-A into E-9712
 1 inch = 500 feet
 0 50 100 200 300
 Meters



Conditions of Approval
 Attachment
 2009 Aerial Imagery
 COORDINATE SYSTEM
 UTM NAD 1983
 Zone 13N, meters

STATE OF NEW MEXICO
 Office of the State Engineer
 John R. D'Antonio, Jr., P.E.,
 State Engineer
 Estancia Basin
 Map created by David Anderson

E-44
 N1/2 NW1/4 Sect. 32
 T.6N, R.8E



Legend
 Water Rights Severed



*Agenda Item
No. 12-M*

**STATE AND LOCAL HIDTA TASK FORCE AGREEMENT
BETWEEN THE
DRUG ENFORCEMENT ADMINISTRATION
AND THE
TORRANCE COUNTY SHERIFF'S OFFICE
ORI NM0300000
FISCAL YEAR 2020**

This agreement is made this 3rd day of October 2019, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Torrance County Sheriff's Office (hereinafter "TCSO"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the Albuquerque District Office area of responsibility (AOR) and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Albuquerque District Office AOR, the parties hereto agree to the following:

1. The El Paso Division, Albuquerque District Office Task Force (hereinafter referred to as "Group 3" will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the New Mexico area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of New Mexico.
2. To accomplish the objectives of Group 3, the TCSO agrees to detail one (1) experienced officer to Group 3 for a period of not less than two years. During this period of assignment, the TCSO officer will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.
3. The TCSO officer assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.
4. The TCSO officer assigned to the task force shall be deputized as task force officers of DEA pursuant to 21 USC 878.

5. To accomplish the objectives of Group 3, DEA will assign eight (8) Special Agents to the task force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and TCSO officer assigned to the task force. This support will include: office space, office supplies travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to Group 3, the TCSO will remain responsible for establishing the salaries and benefits, including overtime, of the TCSO officer assigned to the task force and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the TCSO for overtime payments made by it to the TCSO officer assigned to the Group 3 for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1 (RUS) federal employee, currently \$18,649.00 , per officer. *Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."*

7. In no event will the TCSO charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The TCSO shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The TCSO shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The TCSO shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The TCSO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The TCSO agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, suspension and Other Responsibility Matters; and drug-Free Workplace Requirements. The TCSO acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the TCSO shall clearly state: (1) percentage of the total cost of the program or project which will be

financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. The TCSO understands and agrees that HIDTA will provide Group 3 Officers with vehicles suitable for surveillance. HIDTA through DEA will furnish mobile radios for installation in the HIDTA Task Force vehicles and HIDTA will assume the cost of installation and removal. HIDTA will be financially responsible for the purchase of fuel for the leased vehicles and for providing routine maintenance, i.e., oil changes, lubes and minor tune-ups via the HIDTA lease contractor. DEA and HIDTA procedures for reporting and investigating automobile accidents involving Official Government Vehicles (OGV'S)-HIDTA lease vehicles shall apply to accidents involving the leased vehicles furnished to the TCSO personnel, in addition to whatever accident reporting requirements the TCSO may have.

14. While on duty and acting on task force business, the TCSO officer assigned to the HIDTA task force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV's for home to work transportation and for personal business. The HIDTA Executive Committee acknowledges that the United States is liable for the actions of task force officer, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act.

15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2020. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by TCSO during the term of this agreement.

For the Drug Enforcement Administration:

Kyle W. Williamson
Special Agent in Charge
El Paso Division

Date: _____

For the Torrance County Sheriff's Office:

Martin Rivera
Torrance County Sheriff

Date: _____

John Butrick
Torrance County Attorney

Date: _____

U.S. DEPARTMENT OF JUSTICE OFFICE
OF JUSTICE PROGRAMS OFFICE OF THE
COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS
AND
DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or

voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Albuquerque District Office, 2660 Fritts Crossing SE, Albuquerque, NM 87106-5615

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Torrance County Sheriff Office, 903 N. 5th Street, Estancia, NM 87016

2. Application Number and/or Project Name:

3. Grantee IRS/Vendor Number _____

4. Type/Print Name and Title of Authorized Representatives

John Burick, County Attorney

Signature

Date

Martin Rivera, County Sheriff

5. Signature

6. Date



*Agenda Item
No. 13-A*



*Agenda Item
No. 13-B*



*Agenda Item
No. 13-C*

PLEASE JOIN US to discuss the
**SOUTHERN TORRANCE COUNTY
ECONOMIC DEVELOPMENT PLAN**

COMMUNITY MEETINGS

November 19, 2019 | 6:00 PM - 7:30 PM

Torreon Community Center, 18 Torreon Heights Road, Torreon

November 20, 2019 | 6:00 PM - 7:30 PM

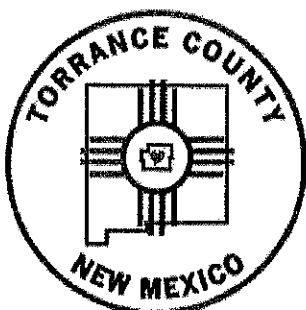
Torrance County Commission Chambers, 205 S Ninth Street, Estancia

November 21, 2019 | 6:00 PM - 7:30 PM

Encino Community Center, 427 B. North Main Street, Encino

Questions?

Contact: Cheryl Allen, Torrance County, (505)-544-4309 or
Rosemary Dudley, Sites Southwest, (505)-822-8200



Torrance County is developing an Economic Development Strategy that will address how culture, history, geography, and transportation create unique economic opportunities and challenges for Southern Torrance County.

Please join us and your neighbors from Southern Torrance County to share your ideas for economic development.

Southern Torrance County Economic Development Plan

COMMUNITY MEETING

Torreon Community Center
18 Torreon Heights Rd, Torreon
November, 19, 2019
6 – 7:30 pm

Torrance County
Commission Chambers
205 S Ninth St, Estancia
November, 20, 2019
6 – 7:30 pm

Encino Community Center
427 B. North Main St, Encino
November, 21, 2019
6 – 7:30 pm

AGENDA

Purpose of Meeting:

Southern Torrance County is developing an Economic Development Strategy that will address how culture, history, geography, and transportation create unique economic opportunities and challenges for the region. The input gathered from this meeting will help to inform the County and consultants on what stakeholders and the community believe to be the region's strengths, weaknesses, opportunities and threats (SWOT). Additionally, your ideas about economic development goals for Southern Torrance County and specific projects that help to achieve those goals will be included in the plan.

6:00 – 6:20 pm

Welcome Presentation and Introduction

6:20 – 7:00 pm

Group Discussion: SWOT Analysis

- *Strengths:* What are specific and internal strengths or competitive advantages of the region that can be built upon?
- *Weaknesses:* What are specific, local, and internal disadvantages that challenge the economic development of the region?
- *Opportunities:* What are specific prospects for regional improvement, either internal or external to the region?
- *Threats:* What are possible events or outside forces that threaten economic development or contribute to decline, either internal or external to the region?

7:00 – 7:30 pm

Group Discussion: Goals & Projects

- Specific economic development goals for the region
- Specific projects that support those goals

7:30 pm

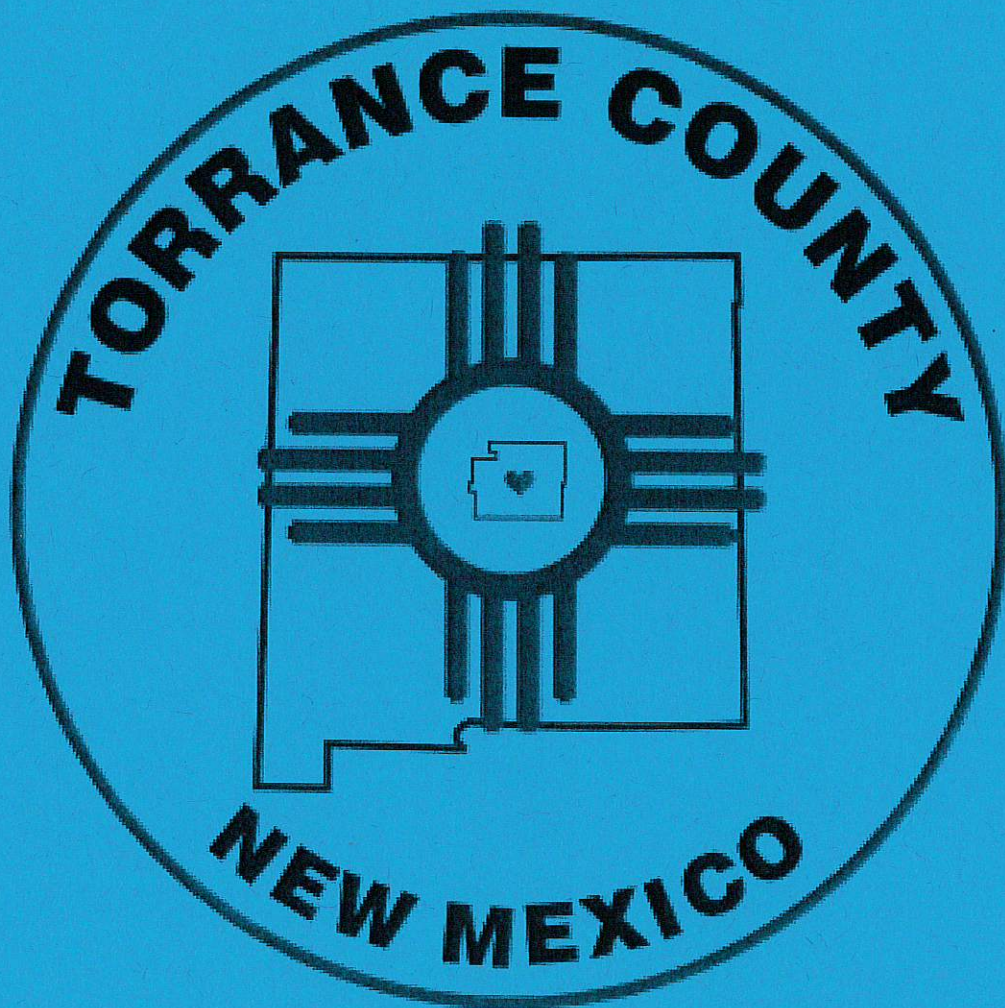
Adjourn

**More information: Cheryl Allen, Torrance County, (505)-544-4309 or
Rosemary Dudley, Sites Southwest, (505)-822-8200**





*Agenda Item
No. 14-A*



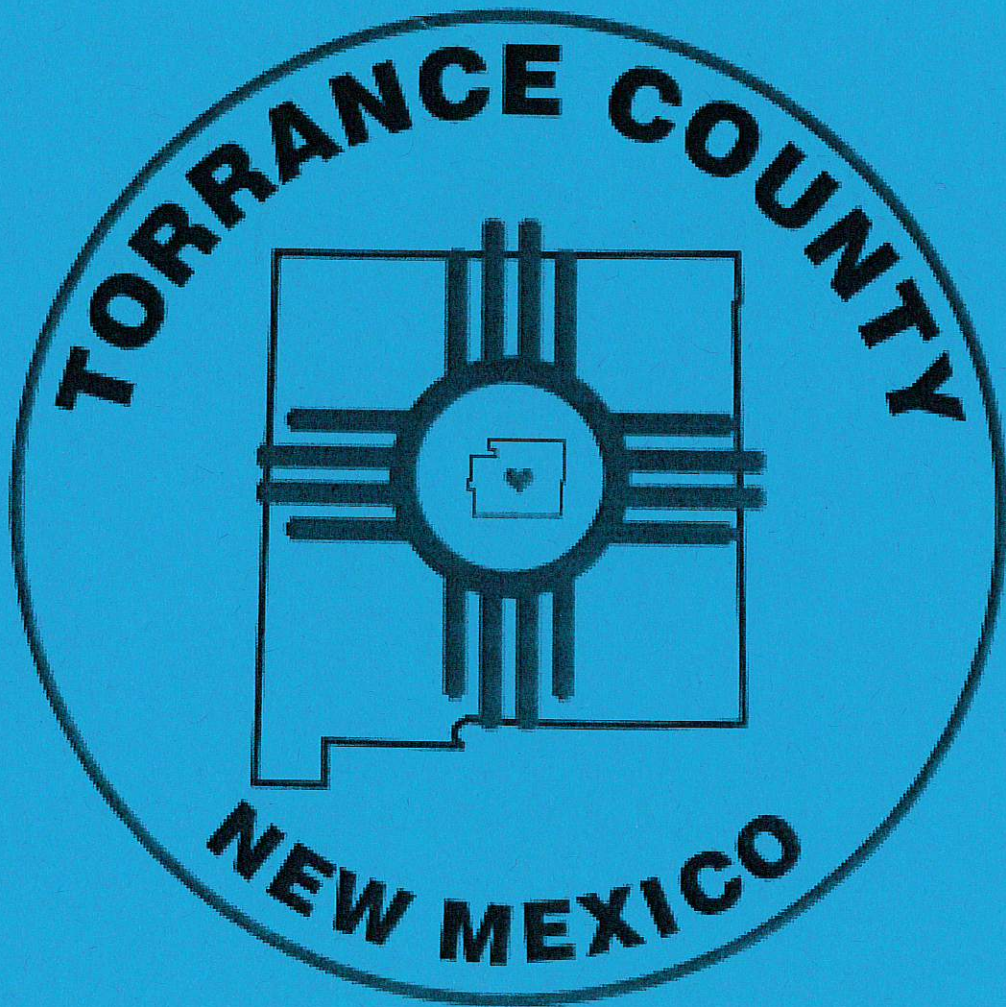
*Agenda Item
No. 14-B*



*Agenda Item
No. 14-C*



*Agenda Item
No. 15*



*Agenda Item
No. 16*