

**CHAVES COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA**

December 21, 2023 - 9:00 am

**Chaves County Administrative Center – Joseph R. Skeen Building
Commission Chambers - #1 St. Mary's Place**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DETERMINATION OF QUORUM

APPROVAL OF MINUTES

PRESENTATION Employee Longevity Pins

AGENDA ITEMS

A. PUBLIC HEARINGS

1. Appeal to Resolution #R-23-051 Condemnation Resolution James Gibson of 304 Ryan St. Roswell, NM 88203.
2. Case Z 2023-2 Per sec. 8.3 of the Chaves County Subdivision Ordinance #51. Vacation of 20 ft. all in a platted subdivision.
3. Case Z 2023-3 Per Sec 8.3 of the Chaves County Subdivision Ordinance #51. Vacation of 20 ft. alley in a platted subdivision.

B. AGREEMENTS AND RESOLUTIONS

4. Agreement A-23-045 Ratification of Agreement between Chaves County and the NM Department of Finance Administration for the 2023 Region Recreational Centers Quality of Life Program for the Cultural Plaza Project.
5. Agreement A-23-046 between Chaves County and Master Intergovernmental Cooperative Purchasing
6. Resolution R-23-054 Second Condemnation
7. Resolution R-23-055 FY 2024 Valuation Protest Board Members and Alternates
8. Resolution R-23-056 Standing with Israel
9. Resolution R-23-057 FY 23/24 Changes to Personnel Charts

10. Resolution R-23-058 Notice for Public Meetings of the Chaves County Board of Commissioners.
11. Resolution R-23-059 Notice for Public Meetings of the Chaves County Indigent Hospital/Health Care Board
12. Resolution R-23-060 Final Disposition for 2023 Road Maintenance Application and New Road Requests.
13. Resolution R-23-061 Budget Adjustment FY 2024

C. ITB's /RFP's

14. ITB-24-1 Public Health Office Award Recommendation to Mirador Enterprises, Inc. of El Paso, TX.
15. ITB – 24-2 PVRCC Renovation Award Recommendation to Mirador Enterprises, Inc. of El Paso TX.
16. ITB-24-3 Court Compliance Remodel Award Recommendation of Mirador Enterprises, Inc. of El Paso, TX

D. OTHER BUSINESS

17. Ratification for Out-of-state travel.
18. Approval of Out-of-State Travel
19. 2024 Chaves County Annual Road Hearing Schedule

**APPROVAL OF CHECKS
APPROVAL OF REPORTS**

UNSCHEDULED COMMUNICATIONS ARE LIMITED TO THREE MINUTES PER VISITOR AND NOT TO EXCEED 15 MINUTES NO FORMAL ACTION IS TAKEN BY THE COMMISSION

- **COUNTY MANAGER'S COMMUNICATIONS**
 - **COMMISSIONER'S COMMUNICATIONS**
- CLOSED SESSION PURSUANT TO SECTION 10-15-1-(H) (7) TO DISCUSS THREATENED OR PENDING LITIGATION.**

ADJOURNMENT

If you are an individual with a disability who needs a reader, qualified sign language interpreter, or any form of auxiliary aid or service to attend or participate in the hearing meeting, please contact the County Commissioner's office at 575-624-6600. This should be done at least one week before the meeting. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the County Commissioner's office if a summary or other type of accessible format is needed.

AGENDA ITEM: 1 _____

MEETING DATE: December 21, 2023

Appeal to Resolution # R-23-051
Condemnation Resolution

James Gibson of 304 Ryan Street
Roswell NM 88203

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Planning and Zoning Department

ACTION REQUESTED: To consider Mr. James Gibson's appeal to condemn 304
Ryan Street, Roswell NM 88203 per Resolution #23-051

ITEM SUMMARY

Per Resolution #23-051, Mr. James Gibson has appealed the condemning of his property located at 304 Ryan Street.

- The legal description of the property is Lots 3 and 4 of Block 3 of New Lykins Subdivision.
- The structure in question is a blue, double wide manufactured home.
- The structure was found to be a hazard and unsafe for human occupancy in 2020 per Bill Williams, County Building Official.
- Permitting for manufactured home repairs are handle by the NM Manufactured Housing Division.
- The property has changed hands twice since 2020. Staff notified each new property owner of the unsafe conditions.
- In 2022 Everette Brakeman, and others, tried to occupy the structure but were informed by staff of the unsafe conditions and the necessary steps to correct the issues. In 2023 James Gibson, and others, tried to occupy the structure and were removed and informed of the conditions and steps required to correct the issues.
- Staff and the Sheriff Department have removed individuals from the home numerous times over the past three years.
- No permits for repair of the MH have been issues by the State, over the past three years. The interior of the home has sustained additional damage due to illegal occupancy over the years. The roof has become unstable and is sagging in the middle. The septic system has been destroyed. This property is still a hazard and is unsafe for human occupancy per the NM Existing Residential Building code. Staff has determined it is in the best interest of the community to remove the hazardous structure.

SUPPORT DOCUMENTS: Unsafe Building Notice- 2020, Deeds, and photo of the site area.

SUMMARY BY: Louis Jaramillo

TITLE: Planning and Zoning Director

NOTICE
OF
DANGEROUS BUILDINGS OR DEBRIS
PER
Section 3-18-5 NMSA, 1978

NAME: SERAFINA GUSTAMANTES

LOCATION: 304 RYAN
ROSWELL, NM

TO WHOM IT MAY CONCERN, NOTICE IS HEREBY GIVEN

The CHAVES COUNTY BUILDING OFFICE has inspected this property on the 15TH Day of MAY, 2020, and has found the premises is a menace to the public comfort, health, peace, and safety.

You have ten (10) days after the receipt of this notice to notify this office as to your intentions. Chaves County may remove any unsafe structure(s) and/or debris and file a claim of lien against your property for the cost of removal according to law.

(Boarding up windows/doors is not an accepted means of repair)

It shall be under penalty of law to remove this notice unless and until the menace is repaired or removed in accordance with all applicable ordinances.

A COPY OF THIS NOTICE WILL BE POSTED ON THE PREMISIS

NOTICE TO BE REMOVED BY
INSPECTOR ONLY

Chaves County Planning and Zoning Department
1 St. Mary's place
Roswell, NM

575-624-6606

POSTING DATE

5/15/2020

5/15/20
DATE ISSUED



PERMIT # _____

CORRECTION NOTICE

AT 304 RYAN ROSWELL NM

VIOLATIONS:

SECTION BUILDING OPEN TO WEATHER, RODENTS ETC FLOORS SCOFFITS, WINDOWS
SECTION WATER AND SEWER CONNECTIONS TO BATHROOM, PORCH
SECTION OPEN DWV'S THROUGHOUT - WASHER ROOM, BATHROOM & LIVING SPACE
SECTION HEATER INOPERABLE
SECTION EXPOSED ELECTRIC WIRING, NO SMOKE ALARM, AROUND STOVE
SECTION STOVE ELECTRICAL UNSAFE

PLEASE CALL FOR A RE-INSPECTION WHEN CORRECTIONS ARE

MADE AT (575)-624-6606

W. ALLEN HICKMAN
BUILDING INSPECTOR

1ST NOTICE 5/15/2020
FINAL NOTICE _____



FRONT SIDE OF THE STRUCTURE. ROOF FAILING



BACK SIDE OF THE STRUCTURE. ROOF FAILING.



SEPTIC SYSTEM DAMAGED



SEPTIC SYSTEM DAMAGED



FAILING CEILING PATCH



MOLD AND ROTTEN CEILING



BATHROOM PLUMBING DAMAGED.



ELECTRICAL PANEL DAMAGED.

AGENDA ITEM: 2
MEETING DATE: December 21, 2023

**Case Z 2023-2 Per Sec. 8.3 of the Chaves
County Subdivision Ordinance #51.
Vacation of 20 ft. alley in a platted
subdivision**

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Planning and Zoning Department

ACTION REQUESTED: To approve or deny the Vacation and Replat of a 20 ft. wide by 795 ft. long platted alley located between Lots 1 and 2 of Block 11 of Apache Hills #2 Subdivision

ITEM SUMMARY:

This vacation request has complied with all requirements set forth in Section 8.3. and NM Stat. 47-6-7.

- The adjacent land owner, Mr. Diego Olivas, has request the vacation of the 20 ft. wide alley.
- The surrounding land owners have been notified of this public meeting by mail.
- All utility companies providing service in the area have notified.
- This vacation would not affect neighbors or utility service companies due to the sufficient 60 ft. rights-of-way in the adjacent roads, such as, Apache Hills Dr., Thunderbird Rd. and State Road 246-W. Pine Lodge Rd.
- If approved, the alley area would be dedicated to the adjacent owner, Mr. Diego Olivas; per NM Stat 47-6-7.B.
- Rains Surveying will provide a vacation/ replat survey that is necessary to complete the vacation process.

The Planning and Zoning Commission recommended Approval of this case by a vote of 5-0 based on Findings of Fact 1 thru 4 as stated in Staff's Report.

Staff is in favor of the vacation request.

SUPPORT DOCUMENTS: Staff Report, Application, Deed, Draft of the P&Z Commission meeting minutes for December 5, 2023, Survey Draft, and Aerial photo of the site area.

SUMMARY BY: Louis Jaramillo

TITLE: Planning and Zoning Director

STAFF'S REPORT

CASE # Z 2023-02

Mr. Olivas wishes to combine Lots 1 and 2 with the alley area, located between W. Pine Lodge Rd. and Navajo Rd., into one tract of land for the development of a new home. Per NM Stat 47-6-7.B., the alley area would be dedicate to the adjacent owner, Mr. Olivas. Rains Survey Company has provided a draft of the vacation/ summary replat showing the one parcel of land being approximately 7.4 acres in size. The replat and a new deed would needed to be filed with the Chaves County Clerk's Office. The remaining portion of the 20 ft. wide alley, north of Navajo Rd., would remain as it contains overhead electric lines and underground phone lines.

Apache Hills #2 subdivision was approved and filed in 1962 and consists of approximately 62 lots ranging in size from 1.4 to 13.4 acres and county-maintained chip-sealed roads, (Thunderbird Rd. and Apache Hill Dr.) that intersect on the north side creating a loop around the subdivision. There are four undeveloped roads that intersect the two developed road. All of these roads contain 60 ft. wide rights-of-way. Finally, there are two alleys, 20 ft. wide, one along the perimeter and the other one running between and parallel to the two developed roads.

Findings of Fact:

1. Per Section 8.3.2 of the Chaves County Subdivision Ordinance #51, the adjacent land owner, Mr. Diego Olivas have signed the vacation request form.
2. Per Section 8.3.3, Staff has notified the surrounding land owners and utility companies of this public meeting by mail.
3. Per Section 8.3.4, Lots 1 and 2 and the proposed 20 ft. wide alley between the two lots are vacant and have remained undeveloped since the creation of the subdivision, therefore the approval of this vacation would not adversely affect the surrounding residential neighbors or utility service companies.
4. Per Section 8.3.5, Rains Surveying Company will produce a vacation/summary replat of the area showing the two lots and the vacated alley as one parcel of land. The plat will require the signature the Board of Chaves County Commissioners.



CHAVES COUNTY APPLICATION PLAT VACATION

Case Number: Z 2023-02 Date Received: 11-20-23 Fee: \$200

Applicant:

Name Diego Olivas Phone Number: 505-652-6009

Mailing Address: _____

Applicant Status: Owner of land to be vacated Owner of property contiguous to land to be vacated

Subdivision:

Name: Apache Hills Number Two

Location: Between Lots 1 and 2 of Block 11, Section 10, Township 10 South, Range 23 East

Area to be Vacated: No. of Blocks _____ No. of Lots _____ No. of Streets _____ No. of Alleys 1
Area _____ Area _____ Length _____ Length 795' +/-

Present Land Use: N/A

Intended Use: AG-RS

Present Zoning: Industrial

Utility information needed:

Current Gas Company: New Mexico Gas Company Current Electric Company: Xcel Energy

Current Water Company: Berrendo Water

I acknowledge that I have been informed of the dates, times, and locations of the Commission meetings which I or my agent must attend in regards to this vacation request.

I hereby consent to the delay of the final decision for this request beyond 35 days from submission if such delay is deemed necessary by any Commission

[Signature] November 13, 2023
Applicant's Signature Date

County Manager's Signature (if applicable) Date

Documents Included With Application:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Acknowledged Statement | <input checked="" type="checkbox"/> Names and Addresses of Contiguous Property Owners |
| <input checked="" type="checkbox"/> Vicinity or Location Map | <input type="checkbox"/> Utility Company Signatures |
| <input checked="" type="checkbox"/> Plat or Survey Drawing | <input type="checkbox"/> Drainage Report (if applicable) <u>N/A</u> |
| <input checked="" type="checkbox"/> Notarized Signatures of Owners of Property Within the Area to be Vacated | |

CHAVES COUNTY		PLANNING & ZONING COMMISSION
DECEMBER 5, 2023	MEETING MINUTES	CREATED BY: A. CONDE

Member present:

Brain Archuleta
 Mark Lewis
 Dale Rogers- Vice Chairman
 Valli West
 Andy Morley- Chairman

Guest present:

Luis Landaverde -LT Surveying

Staff present:

Adina Conde
 Richard Gutierrez

The Regular Meeting of the Chaves County Planning & Zoning Commission was held in the Commission Chambers at the Chaves County Administrative Center on December 5, 2023, beginning at 5:30 PM.

Minutes:

Commissioner Rogers made a motion to approve the January 17, 2023, meeting minutes, **Commissioner West** seconded the motion. The motion passed unanimously.

New Business:

Case Z 2023-02

Mr. Gutierrez read Staff's Report for case Z 2023-02.

Chairman Morley asked if there was a deed for the proposed alley area.

Mr. Gutierrez stated no, the alley area was granted as public use and managed by the County per the subdivision plat and since **Mr. Olivas** owns both adjacent lots, he intended to consolidate all of the area into one tract of land.

Discussion ensued on right-of-way ownership and management.

Commissioner Rogers made a motion to recommend approval of Case Z 2023-02, including the Findings of Fact and Conditions of Approval. **Commissioner Lewis** seconded the motion. Motion passed by a vote of 5-0.

Case Z 2023-03

Mr. Gutierrez read Staff's Report and then intruded **Luis Landaverde** from LT serving.

Mr. Landaverde stated the 20-foot alley was located South of Lupton Rd. and along Alabama Road. He stated due to existing utilities in the alley, the right-of-way would be converted into a utility easement.

Chairman Morley asked what the difference was between a right-of-way and an easement.

Mr. Landaverde explained that a right-of-way is essentially owned by the government and an easement is a strip of land that is used by one person and owned by someone else.

Chairman Morley asked if a deed conveying the alley area to the applicant would be necessary.

Mr. Landaverde stated no. The entire transfer would be facilitated through the plat itself when it gets recorded at the county clerk's office.

Commissioner Lewis asked if the goal was to close the alley off.

Mr. Landaverde stated no. The reason for this process is because the house on Tract C encroaches onto another lot. The property owner is attempting to secure a loan, and the bank requires the encroachment issue to be resolved before approving the loan.

Commissioner Lewis asked if all of the adjacent lots were owned by the same person.

Mr. Landaverde stated there are three different property owners adjacent to the alley.

Commissioner Lewis asked if everyone was in agreement with the proposed action.

Mr. Landaverde answered yes.

Chairman Morley asked if there will be four deeds resulting from this proposed action.

Mr. Landaverde advised that there will be three deeds, one each for Tract A, B and C.

Chairman Morley asked which tract of land would receive the alley.

Mr. Landaverde stated the alley would be in Tract B.

Commissioner Archuleta made a motion to recommend approval of Case Z 2023-03, including the Findings of Fact and Conditions of Approval. **Commissioner Lewis** seconded the motion. Motion passed by a vote of 5-0.

Approved this _____ day of _____, 2023.

Chairperson/Commissioner

Attest

ARTICLE 8 SPECIAL PROCEDURES

Section 8.1 Succeeding Subdivisions

- 8.1.1 Any proposed subdivision may be combined with a previous subdivision and upgraded for classification purposes by the Board of County Commissioners if the proposed subdivision includes:
- a. a part of a previous subdivision that has been created in the preceding seven (7) year period; or
 - b. any land retained by a subdivider after creating a previous subdivision if the previous subdivision was created in the preceding seven (7) year period.
- 8.1.2 For any subdivision approved prior to the effective date of these regulations, only that portion which is added onto it, thus creating a succeeding subdivision, shall be subject to the provisions of these Regulations.

Section 8.2 Replats and Corrected or Amended Plats

- 8.2.1 Minor amendments Any replat or corrected or amended plat created for the purpose of the correction of an error on a previously approved and filed subdivision plat, in which no additional lots are created and all of the existing lots, dedicated rights-of-way, and easements are not materially affected, and no lot is reduced in size below the minimum lot size approved for the subdivision, will be considered a minor amendment. Minor amendments may be processed and approved by the County Zoning Director.
- 8.2.2 Major amendment Any replat or corrected or amended plat created for the purpose of altering dedicated rights-of-way and/or easements will be considered a major amendment. Major amendments must meet all the requirements of the Summary Review Process.

Section 8.3 Vacation of Plats

- 8.3.1 Cause Any final plat filed in the office of the County Clerk may be vacated or a portion of the final plat may be vacated if:
- a. the owners of the land proposed to be vacated sign an acknowledged statement, declaring the final plat or a portion of the final plat to be vacated, and the statement is approved by the Board of County Commissioners; or
 - b. the Board of County Commissioners finds that a plat was obtained by misrepresentation or fraud and orders a statement of vacation to be prepared by the County.
- 8.3.2 Statement of vacation The vacation of all or a portion of a final plat shall be initiated by submittal of the statement of vacation to the County Zoning Director, along with the names of all owners of record of property within the subdivided land to be

vacated, the names of all owners of record of property contiguous to the subdivided land to be vacated, and the signatures of all the authorized representatives of all utility companies and other agencies that have easements within the area proposed for vacation.

8.3.3 Scheduling and notification Within sixty (60) calendar days after the date of receipt of the statement of vacation, the Board of County Commissioners shall approve or deny the vacation, subject to the following:

- a. Action shall be taken at a public meeting;
- b. At least fifteen (15) calendar days before the proposed meeting, all owners of record of property within the subdivided land to be vacated and all owners of record of property contiguous to the subdivided land to be vacated shall have been notified by mail of the proposed vacation and the date, time and place of the public meeting at which the vacation will be considered by the Board of County Commissioners; and
- c. Relevant utilities and other agencies have been notified.

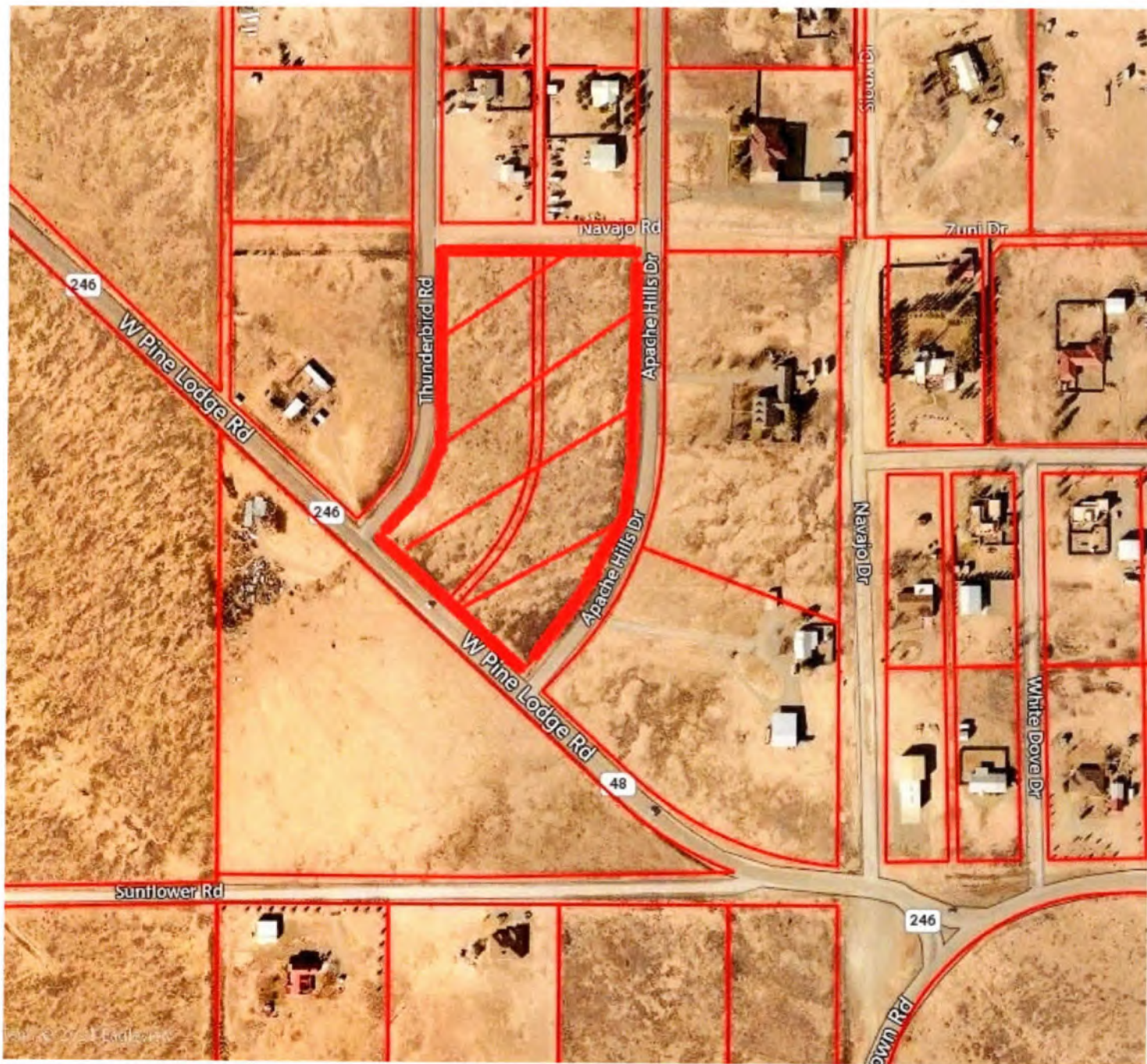
8.3.4 Action In approving the vacation of all or a part of a final plat, the Board of County Commissioners shall decide whether the vacation will adversely affect the interests of persons on contiguous land or of persons within the subdivision being vacated. In approving the vacation of all or a portion of a final plat, the Board of County Commissioners may require that roads dedicated to the County in the final plat continue to be dedicated to the County.

8.3.5 Filing The approved statement declaring the vacation of a portion or all of a final plat shall be filed in the office of the County Clerk. The County Clerk shall mark the officially filed copies of the final plat with the words "Vacated" or "Partially Vacated" and refer on the final plat to the book and page on which the statement of vacation is recorded.

8.3.6 Utilities The rights of any utility existing before the total or partial vacation of any final plat are not affected by the vacation of a final plat. If a utility company agrees to vacate any easement, it must specifically so indicate on the statement of vacation or vacation plat. Also, if the owner of any right-of-way agrees to vacate the right-of-way, the owner must specifically so indicate on the statement of vacation or vacation plat.

Section 8.4 Variances

8.4.1 Planned development area The Board of County Commissioners may grant a variance from the standards and requirements of these Regulations if it is presented with a plan and program for a new town, a complete community, or a neighborhood unit, which, in the judgment of the County Commissioners provides adequate public spaces and improvements for the circulation, recreation, light, air, and service needs of the tract when fully developed and populated, and which also provides such covenants and other legal provisions as will assure conformity to and achievement of the plan.



AGENDA ITEM: 3

MEETING DATE: December 21, 2023

**Case Z 2023-3 Per Sec. 8.3 of the Chaves
County Subdivision Ordinance #51.
Vacation of 20 ft. alley in a platted
subdivision**

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Planning and Zoning Department

ACTION REQUESTED: To approve or deny the Vacation and Replat of a 20 ft. wide by 300 ft. long platted alley located between Lots 1&3 and 2&4 of Block 3 of Cumberland City Subdivision

ITEM SUMMARY:

This vacation request complies with the requirements set forth in Section 8.3. and NM Stat. 47-6-7

- The adjacent land owners have request the vacation of the 20 ft. wide by 300 ft. long alley.
- The surrounding land owners have been notified by certified mail, 15 days prior, to this public hearing.
- All utility companies providing service, in the area have been notified.
- In order not to affect the surrounding residential neighbors or utility service companies in the area, the 20 ft. alley right-of-way will be converted to a 20 ft. utility easement.
- LT Surveying Company will provide the vacation-replat survey that is necessary to complete the vacation process.

The Planning and Zoning Commission recommended Approval of this case by a vote of 5-0 based on Findings of Fact 1 thru 4 as stated in Staff's Report.

Staff is in favor of the vacation request with the conversion of the 20 ft. ROW into a 20 ft. utility easement and the establishment of a utility and access easement for Alabama Rd. that runs parallel to the railroad.

SUPPORT DOCUMENTS: Staff Report, Application, Deed, Draft of the P&Z Commission meeting minutes for December 5, 2023, Survey Draft, and Aerial photo of the site area.

SUMMARY BY: Louis Jaramillo

TITLE: Planning and Zoning Director

STAFF'S REPORT

CASE # Z 2023-03

The adjoining property owners wish to vacate the 20 ft. wide by 300 ft. long alley and reconfigure the existing adjacent four lots into three parcels of land. Per NM Stat 47-6-7.B., the alley area would be dedicate to the adjacent owners who have agreed to the proposed summary replat configuration. Staff has been working with LT Surveying Company to provide a draft of the vacation/ summary replat, as there are number of issues including Alabama Rd. If approved, each of the three lots would be at least 0.75 acres in size, an access and utility easement would be created for Alabama Rd. Because this proposed alley contains utilities service lines, this vacation would convert the 20 ft. wide alley into a 20 ft. wide utility easement that would be located within proposed Tract B of the replat. The vacation/ summary replat and new deeds would need to be filed with the Chaves County Clerk's Office.

Cumberland City subdivision was filed in 1903, prior to New Mexico becoming a state. This subdivision encompasses about 152 acres and consists of over 60 lots ranging in size from 0.5 to 0.7 acres. It was designed with its own water supply system, the Cumberland Co-Operative Water User's Association. This subdivision is bound to the north by Lipton Rd., to the west by Templeton St. and to the south by Darby Rd. A majority of the lots and road rights-of-way in this subdivision remain vacant and undeveloped.

Findings of Fact:

1. Per Section 8.3.2 of the Chaves County Subdivision Ordinance #51, the adjacent land owners, Alfonso Perez, Leticia Perez, Marina L. Perez and Jasmine Ivette Lopez have signed the vacation request forms.
2. Per Section 8.3.3, Staff has notified the surrounding land owners and utility companies of this public meeting by mail.
3. Per Section 8.3.4, the proposed alley between the two sets of lots is heavily developed with structures, utility service lines, and driveways. In order not to affect the surrounding residential neighbors or utility service companies in the area, the 20 ft. wide alley right of way will be converted to a 20 ft. utility easement located on proposed Tract B of the replat.
4. Per Section 8.3.5, LT Surveying Company will produce a vacation/summary replat of the area showing a reconfiguration of the four lots and the vacated 20 ft. alley into three lots and a 20 ft. utility easement. Also, an access and utility easement will be dedicated for Alabama Rd. and the utility services located on both sides of the road. The plat will require the signature approval of the Board of Chaves County Commissioners.



CHAVES COUNTY APPLICATION PLAT VACATION

Case Number: 22023-003 Date Received: 11-22-23 Fee: \$200.00

Applicant:

Name: Leticia Perez Phone Number: 575-910-5283

Mailing Address: PO box 5756 Roswell NM 88202

Applicant Status: Owner of land to be vacated Owner of property contiguous to land to be vacated

Subdivision:

Name: Cumberland city subdivision

Location: _____

Area to be Vacated: No. of Blocks _____ No. of Lots _____ No. of Streets _____ No. of Alleys 1

Present Land Use: gravel drives Area _____ Area _____ Length _____ Length 175ft
300ft

Intended Use: part of tract B

Present Zoning: _____

Utility information needed:

Current Gas Company: N/A Current Electric Company: Xcel energy

Current Water Company: Well

I acknowledge that I have been informed of the dates, times, and locations of the Commission meetings which I or my agent must attend in regards to this vacation request.

I hereby consent to the delay of the final decision for this request beyond 35 days from submission if such delay is deemed necessary by any Commission.

Leticia Perez
Applicant's Signature

11-22-23
Date

County Manager's Signature (if applicable)

Date

Documents Included With Application:

- Acknowledged Statement
- Vicinity or Location Map
- Plat or Survey Drawing
- Notarized Signatures of Owners of Property Within the Area to be Vacated
- Names and Addresses of Contiguous Property Owners
- Utility Company Signatures
- Drainage Report (if applicable)



PERSONAL REPRESENTATIVE'S DEED

Leticia Perez, Personal Representative of the estate of Reynaldo Lupercio Perez, deceased, for good and valuable consideration, hereby grants and conveys to Leticia Perez, a widowed woman dealing in her sole and separate property, of 6481 Alabama Rd, Dexter, NM-88230, the following described real property in Chaves County, New Mexico:


Lot 4 in Block 3 and that part of Block 4 which is East of the existing right of way of the railroad, of Cumberland City, a Subdivision, in Chaves County, as shown by the official Plat thereof on file in the Office of the County Clerk of Chaves County

**Also known as: 6481 Alabama Rd.
Dexter, NM 88230**

It being the intention of the Grantor and purpose of this deed to convey to the Grantee herein all of the right, title and interest owned by the decedent at the time of his death, with warranty covenants.

This deed is made and delivered to effect distribution in the estate of Reynaldo Lupercio Perez, deceased, according to the probate filed in the County Clerk's Office in Chaves County, New Mexico, Case No. PB2022173, reference to which is hereby made.

Witness the hand and seal of Leticia Perez, in her capacity as Personal Representative of the estate of Reynaldo Lupercio Perez, deceased, April 24th, 2022.



Leticia Perez, Personal Representative of the estate of Reynaldo Lupercio Perez, deceased.

STATE OF NM)
)
COUNTY OF CHAVES)

STATE OF NEW MEXICO
NOTARY PUBLIC
CORISSA DANIELS
COMMISSION # 1132813
EXPIRES MARCH 10, 2025

This Record SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 12th day of September, 2023, by Leticia Perez, Personal Representative of the Estate of Reynaldo Lupercio Perez, deceased.

3/10/2025
My Commission Expires



Notary Public



CHAVES COUNTY APPLICATION PLAT VACATION

Case Number: _____ Date Received: _____ Fee: _____

Applicant:

Name: Jasmine Perez Ortiz Phone Number: 575-291-6324

Mailing Address: 121 McClure Ave Dexter NM 88230

Applicant Status: Owner of land to be vacated Owner of property contiguous to land to be vacated

Subdivision:

Name: CUMBERLAND CITY SUBDIVISION

Location: _____

Area to be Vacated: No. of Blocks _____ No. of Lots _____ No. of Streets _____ No. of Alleys 1
Area _____ Area _____ Length _____ Length 175

Present Land Use: GRAVEL DRIVES

Intended Use: PLAT OF TRACT B

Present Zoning: _____

Utility information needed:

Current Gas Company: N/A Current Electric Company: XCEL ENERGY

Current Water Company: WELL

I acknowledge that I have been informed of the dates, times, and locations of the Commission meetings which I or my agent must attend in regards to this vacation request.

I hereby consent to the delay of the final decision for this request beyond 35 days from submission if such delay is deemed necessary by any Commission.

JASMINE ORTIZ
Applicant's Signature

11/22/23
Date

County Manager's Signature (if applicable) _____

_____ Date

Documents Included With Application:

- Acknowledged Statement
- Vicinity or Location Map
- Plat or Survey Drawing
- Notarized Signatures of Owners of Property Within the Area to be Vacated
- Names and Addresses of Contiguous Property Owners
- Utility Company Signatures
- Drainage Report (if applicable)

QUIT CLAIM DEED - New Mexico Statutory Form
Approved by State Comptroller as Standard Form
(Rev. 9/93)

QUIT CLAIM DEED (Joint Tenants)

MARIA ALICIA LOPEZ (now deceased), JESUS MANUEL LOPEZ, her surviving

husband, and MARINA L. PEREZ (who obtained property as MARINA R. LOPEZ,

a single woman), as Surviving Joint Tenants for no consideration paid, grants to:

MARINA L. PEREZ, a married woman dealing in her sole and separate property, and

JASMINE IVETTE LOPEZ, a single woman dealing in her sole and separate property,

As "Joint Tenants" whose address is: 6475 Alabama Road, Dexter, New Mexico 88230

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

LOT 2 in BLOCK 3 of CUMBERLAND CITY, a subdivision in Chaves County, New Mexico, as shown on the plat thereof filed in the Office of the County Clerk of Chaves County, New Mexico.

With Warranty Covenants.

Jesus Manuel Lopez

JESUS MANUEL LOPEZ

(SEAL)

Marina L. Perez

MARINA L. PEREZ

(SEAL)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF New Mexico)
County of Chaves)

The foregoing instrument was acknowledged before me this 23rd day of AUGUST, 2018, by JESUS MANUEL LOPEZ and MARINA L. PEREZ.



My Commission Expires: 12-11-2018

Yolanda Perez

Notary Public

Notary Public



STATE OF NEW MEXICO, COUNTY OF CHAVES
FILE FOR RECORD AUG 23, 2018 AT 02:21 O CLOCK PM
Receipt Number: 414273 Fee: \$10.00
Book 00810 Page 01058 Pages 1
To Whom Returned: MARINA L PEREZ
WILL PICK UP
, NM

Records of said County



County Clerk
, Deputy

Fees \$ _____

TO: _____

Dave Kunko, County Clerk

By *Kunko* Deputy



CHAVES COUNTY APPLICATION PLAT VACATION

Case Number: _____ Date Received: _____ Fee: _____

Applicant:

Name: Alfonso Perez Phone Number: 575-420-3256
Mailing Address: 6475 Alabama Rd ~~6475~~ Dexter Nm 88230

Applicant Status: Owner of land to be vacated Owner of property contiguous to land to be vacated

Subdivision:

Name: CUMBERLAND CITY SUBDIVISION
Location: _____

Area to be Vacated: No. of Blocks _____ No. of Lots _____ No. of Streets _____ No. of Alleys 1
Area _____ Area _____ Length _____ Length 350ft

Present Land Use: GRAVEL DRIVES
Intended Use: PLAT OF TRACT B

Present Zoning: _____

Utility information needed:

Current Gas Company: N/A Current Electric Company: XCEL ENERGY
Current Water Company: WELL

I acknowledge that I have been informed of the dates, times, and locations of the Commission meetings which I or my agent must attend in regards to this vacation request.


I hereby consent to the delay of the final decision for this request beyond 35 days from submission if such delay is deemed necessary by any Commission.

ALFONSO PEREZ 11/22/23
Applicant's Signature Date

County Manager's Signature (if applicable) Date

Documents Included With Application:

- Acknowledged Statement
- Vicinity or Location Map
- Plat or Survey Drawing
- Notarized Signatures of Owners of Property Within the Area to be Vacated
- Names and Addresses of Contiguous Property Owners
- Utility Company Signatures
- Drainage Report (if applicable)

CHAVES COUNTY		PLANNING & ZONING COMMISSION
DECEMBER 5, 2023	MEETING MINUTES	CREATED BY: A. CONDE

Member present:

Brain Archuleta
 Mark Lewis
 Dale Rogers- Vice Chairman
 Valli West
 Andy Morley- Chairman

Guest present:

Luis Landaverde -LT Surveying

Staff present:

Adina Conde
 Richard Gutierrez

The Regular Meeting of the Chaves County Planning & Zoning Commission was held in the Commission Chambers at the Chaves County Administrative Center on December 5, 2023, beginning at 5:30 PM.

Minutes:

Commissioner Rogers made a motion to approve the January 17, 2023, meeting minutes, **Commissioner West** seconded the motion. The motion passed unanimously.

New Business:

Case Z 2023-02

Mr. Gutierrez read Staff's Report for case Z 2023-02.

Chairman Morley asked if there was a deed for the proposed alley area.

Mr. Gutierrez stated no, the alley area was granted as public use and managed by the County per the subdivision plat and since **Mr. Olivas** owns both adjacent lots, he intended to consolidate all of the area into one tract of land.

Discussion ensued on right-of-way ownership and management.

Commissioner Rogers made a motion to recommend approval of Case Z 2023-02, including the Findings of Fact and Conditions of Approval. **Commissioner Lewis** seconded the motion. Motion passed by a vote of 5-0.

Case Z 2023-03

Mr. Gutierrez read Staff's Report and then intruded **Luis Landaverde** from LT serving.

Mr. Landaverde stated the 20-foot alley was located South of Lupton Rd. and along Alabama Road. He stated due to existing utilities in the alley, the right-of-way would be converted into a utility easement.

Chairman Morley asked what the difference was between a right-of-way and an easement.

Mr. Landaverde explained that a right-of-way is essentially owned by the government and an easement is a strip of land that is used by one person and owned by someone else.

Chairman Morley asked if a deed conveying the alley area to the applicant would be necessary.

Mr. Landaverde stated no. The entire transfer would be facilitated through the plat itself when it gets recorded at the county clerk's office.

Commissioner Lewis asked if the goal was to close the alley off.

Mr. Landaverde stated no. The reason for this process is because the house on Tract C encroaches onto another lot. The property owner is attempting to secure a loan, and the bank requires the encroachment issue to be resolved before approving the loan.

Commissioner Lewis asked if all of the adjacent lots were owned by the same person.

Mr. Landaverde stated there are three different property owners adjacent to the alley.

Commissioner Lewis asked if everyone was in agreement with the proposed action.

Mr. Landaverde answered yes.

Chairman Morley asked if there will be four deeds resulting from this proposed action.

Mr. Landaverde advised that there will be three deeds, one each for Tract A, B and C.

Chairman Morley asked which tract of land would receive the alley.

Mr. Landaverde stated the alley would be in Tract B.

Commissioner Archuleta made a motion to recommend approval of Case Z 2023-03, including the Findings of Fact and Conditions of Approval. **Commissioner Lewis** seconded the motion. Motion passed by a vote of 5-0.

Approved this _____ day of _____, 2023.

Chairperson/Commissioner

Attest

ARTICLE 8 SPECIAL PROCEDURES

Section 8.1 Succeeding Subdivisions

- 8.1.1 Any proposed subdivision may be combined with a previous subdivision and upgraded for classification purposes by the Board of County Commissioners if the proposed subdivision includes:
- a part of a previous subdivision that has been created in the preceding seven (7) year period; or
 - any land retained by a subdivider after creating a previous subdivision if the previous subdivision was created in the preceding seven (7) year period.
- 8.1.2 For any subdivision approved prior to the effective date of these regulations, only that portion which is added onto it, thus creating a succeeding subdivision, shall be subject to the provisions of these Regulations.

Section 8.2 Replats and Corrected or Amended Plats

- 8.2.1 Minor amendments Any replat or corrected or amended plat created for the purpose of the correction of an error on a previously approved and filed subdivision plat, in which no additional lots are created and all of the existing lots, dedicated rights-of-way, and easements are not materially affected, and no lot is reduced in size below the minimum lot size approved for the subdivision, will be considered a minor amendment. Minor amendments may be processed and approved by the County Zoning Director.
- 8.2.2 Major amendment Any replat or corrected or amended plat created for the purpose of altering dedicated rights-of-way and/or easements will be considered a major amendment. Major amendments must meet all the requirements of the Summary Review Process.

Section 8.3 Vacation of Plats

- 8.3.1 Cause Any final plat filed in the office of the County Clerk may be vacated or a portion of the final plat may be vacated if:
- the owners of the land proposed to be vacated sign an acknowledged statement, declaring the final plat or a portion of the final plat to be vacated, and the statement is approved by the Board of County Commissioners; or
 - the Board of County Commissioners finds that a plat was obtained by misrepresentation or fraud and orders a statement of vacation to be prepared by the County.
- 8.3.2 Statement of vacation The vacation of all or a portion of a final plat shall be initiated by submittal of the statement of vacation to the County Zoning Director, along with the names of all owners of record of property within the subdivided land to be

vacated, the names of all owners of record of property contiguous to the subdivided land to be vacated, and the signatures of all the authorized representatives of all utility companies and other agencies that have easements within the area proposed for vacation.

8.3.3 Scheduling and notification Within sixty (60) calendar days after the date of receipt of the statement of vacation, the Board of County Commissioners shall approve or deny the vacation, subject to the following:

- a. Action shall be taken at a public meeting;
- b. At least fifteen (15) calendar days before the proposed meeting, all owners of record of property within the subdivided land to be vacated and all owners of record of property contiguous to the subdivided land to be vacated shall have been notified by mail of the proposed vacation and the date, time and place of the public meeting at which the vacation will be considered by the Board of County Commissioners; and
- c. Relevant utilities and other agencies have been notified.

8.3.4 Action In approving the vacation of all or a part of a final plat, the Board of County Commissioners shall decide whether the vacation will adversely affect the interests of persons on contiguous land or of persons within the subdivision being vacated. In approving the vacation of all or a portion of a final plat, the Board of County Commissioners may require that roads dedicated to the County in the final plat continue to be dedicated to the County.

8.3.5 Filing The approved statement declaring the vacation of a portion or all of a final plat shall be filed in the office of the County Clerk. The County Clerk shall mark the officially filed copies of the final plat with the words "Vacated" or "Partially Vacated" and refer on the final plat to the book and page on which the statement of vacation is recorded.

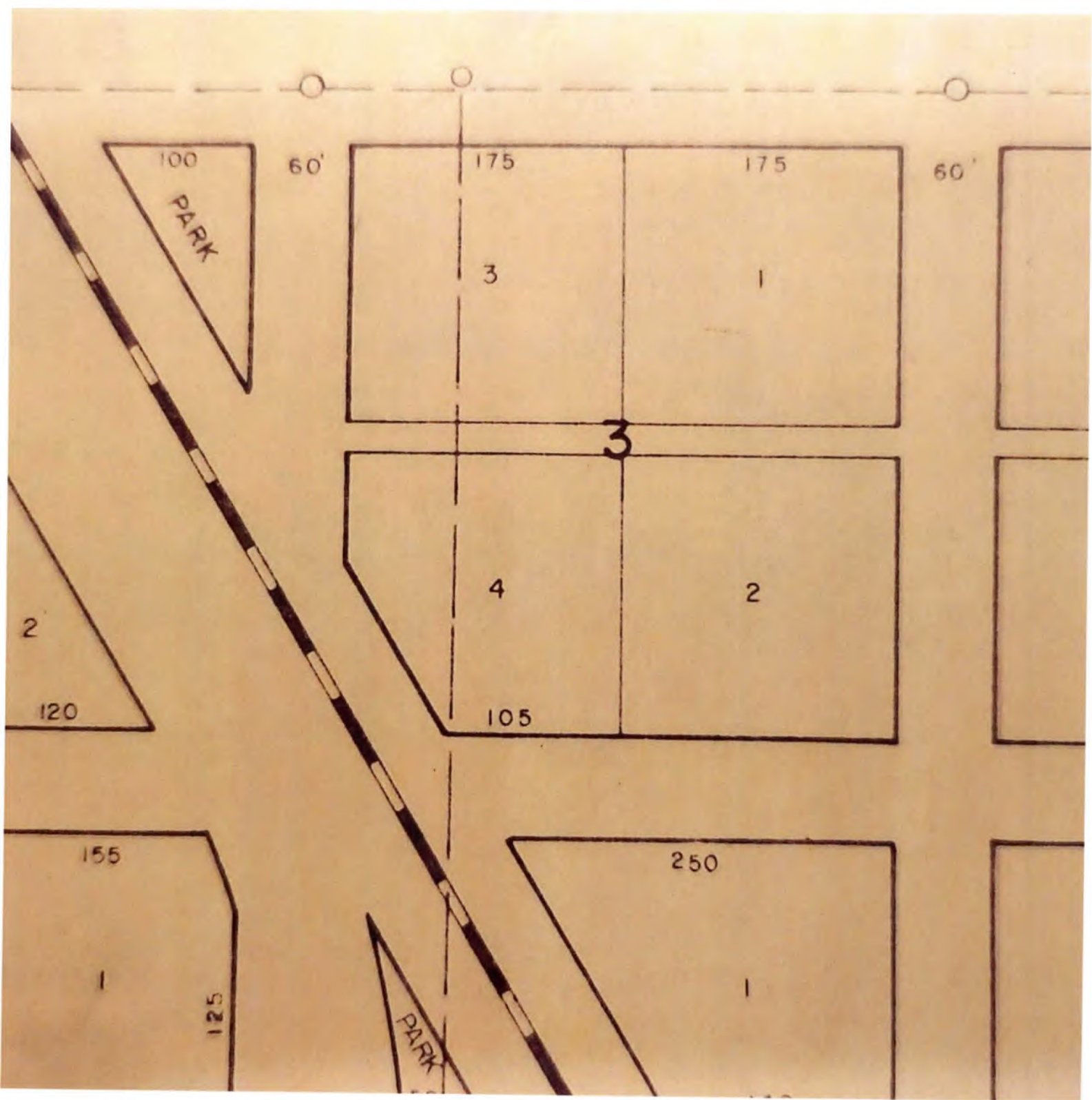
8.3.6 Utilities The rights of any utility existing before the total or partial vacation of any final plat are not affected by the vacation of a final plat. If a utility company agrees to vacate any easement, it must specifically so indicate on the statement of vacation or vacation plat. Also, if the owner of any right-of-way agrees to vacate the right-of-way, the owner must specifically so indicate on the statement of vacation or vacation plat.

Section 8.4 Variances

8.4.1 Planned development area The Board of County Commissioners may grant a variance from the standards and requirements of these Regulations if it is presented with a plan and program for a new town, a complete community, or a neighborhood unit, which, in the judgment of the County Commissioners provides adequate public spaces and improvements for the circulation, recreation, light, air, and service needs of the tract when fully developed and populated, and which also provides such covenants and other legal provisions as will assure conformity to and achievement of the plan.

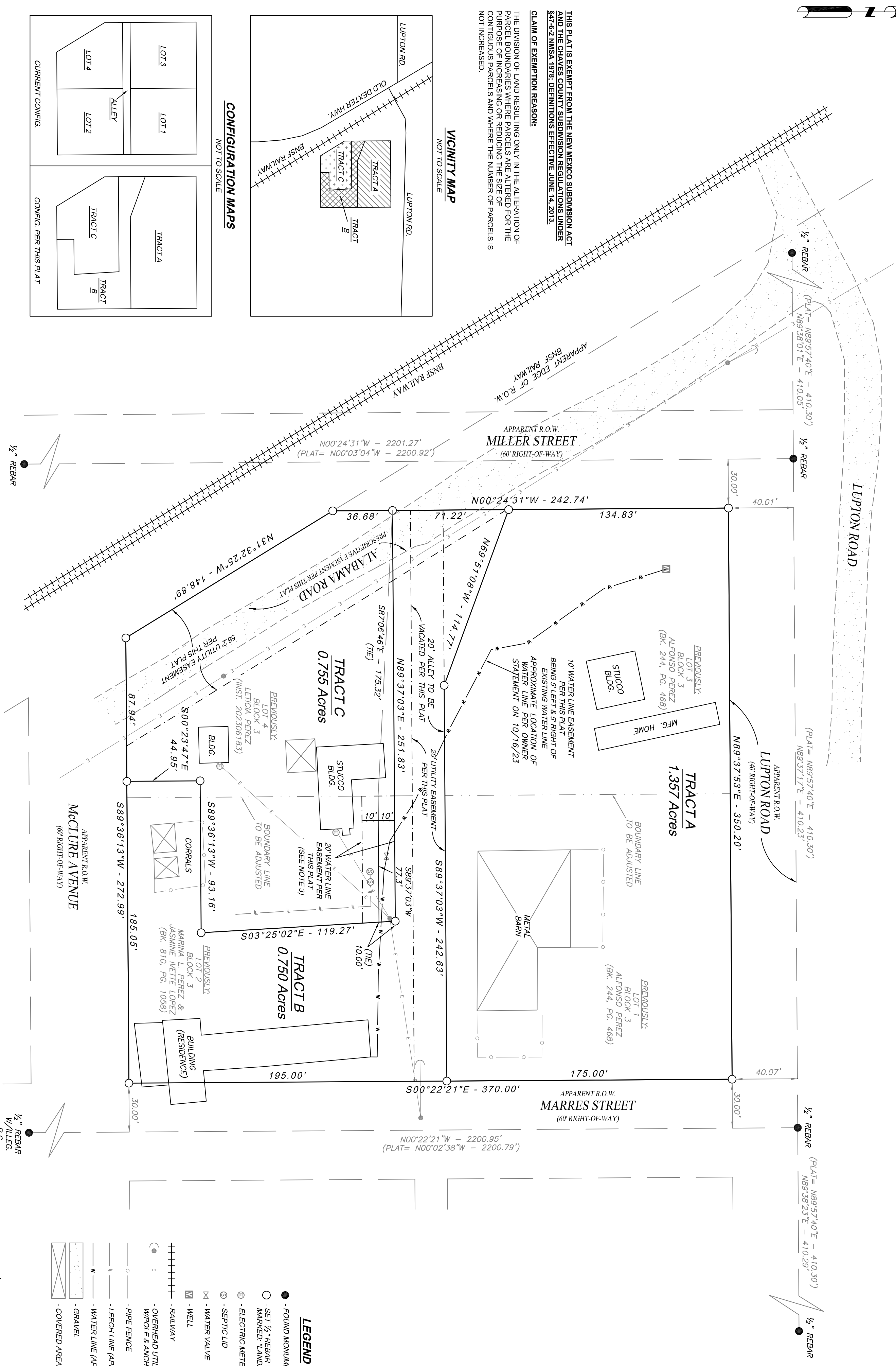
CUMBERLAND CITY





CUMBERLAND CITY VACATION AND REPLAT LOTS 1, 2, 3, & 4 OF BLOCK 3

CHAVES COUNTY, NEW MEXICO



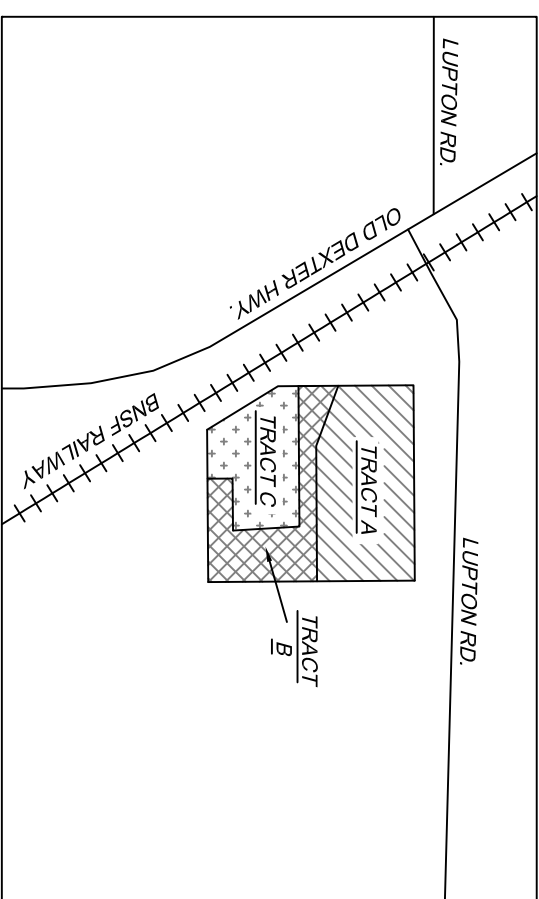
THIS PLAT IS EXEMPT FROM THE NEW MEXICO SUBDIVISION ACT AND THE CHAVES COUNTY SUBDIVISION REGULATIONS UNDER §24-2-NMISA 1978, DEFINITIONS EFFECTIVE JUNE 14, 2013.

CLAIM OF EXEMPTION REASON:

THE DIVISION OF LAND RESULTING ONLY IN THE ALTERATION OF PARCEL BOUNDARIES WHERE PARCELS ARE ALTERED FOR THE PURPOSE OF INCREASING OR REDUCING THE SIZE OF CONTIGUOUS PARCELS AND WHERE THE NUMBER OF PARCELS IS NOT INCREASED.

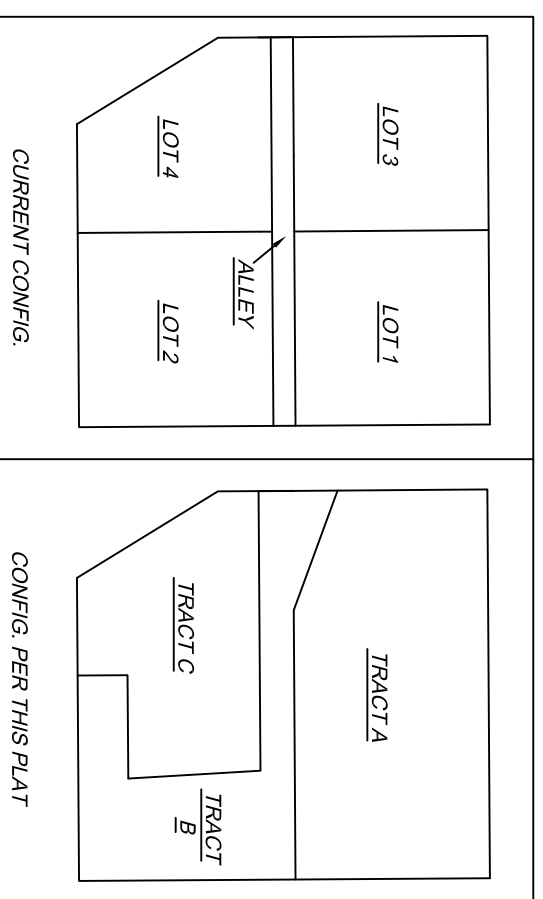
VICINITY MAP

NOT TO SCALE



CONFIGURATION MAPS

NOT TO SCALE



BASIS OF BEARING:
BEARINGS SHOWN HEREON ARE GRID NORTH AND CONFORM TO THE NEW MEXICO COORDINATE SYSTEM, NEW MEXICO EAST ZONE, NAD 1983 (2011) AS DERIVED FROM GPS/GNSS OBSERVATIONS, GRID TO GROUND SCALE FACTOR = 1.0002564822, DISTANCES ARE SURFACE VALUES, ELEVATIONS ARE NAVD 88 VALUES USING THE GEND 18 MODEL, WITH A PROJECT HEIGHT OF 3560' AMSL.

NOTES:
1) LOCATIONS OF UTILITIES ARE BASED ON ABOVE GROUND PHYSICAL EVIDENCE AND/OR ONE CALL MARKINGS.
2) RECORD AND FIELD MEASUREMENTS SIMILAR UNLESS OTHERWISE NOTED.

3) THIS 20' WATER LINE EASEMENT IS FOR THE EXCLUSIVE USE OF THE OWNERS OF TRACT A & TRACT B.

4) NO EASEMENT OF RECORD FOUND FOR ALABAMA ROAD AT THE TIME OF SURVEY.

5) GRAVEL DRIVES NOT SHOWN ON SUBJECT PROPERTIES.

PURPOSE:

THE PURPOSE OF THIS SURVEY IS TO REPLAT THE LOTS 1, 2, 3, & 4, BLOCK 3, CUMBERLAND CITY SUBDIVISION INTO TRACTS A, B, & C AND TO VACATE THE ALLEY IN BLOCK 3, CUMBERLAND CITY SUBDIVISION, AS DESCRIBED BY WARRANTY DEED FILED IN BOOK 244, PAGE 468; QUIT CLAIM DEED FILED IN BOOK 810, PAGE 1058; AND PERSONAL REPRESENTATIVE'S DEED RECORDED AS INSTRUMENT NO. 202306183 OF THE OFFICIAL RECORDS OF CHAVES COUNTY, NEW MEXICO.

SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS OF RECORD AND IN OPEN VIEW AND CHAVES COUNTY PROPERTY TAXES.

FLOOD ZONE:
THIS PROPERTY IS IN FLOOD ZONE X as shown on the FEMA, Flood Insurance Rate Map, Community-Panel Number: 35005C16750, Map Effective: SEPTEMBER 25, 2009.

LEGEND

- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR W/GREEN CAP MARKED "LANDAVERDE 28407"
- ⊕ ELECTRIC METER
- ⊙ SEPTIC LID
- ⊗ WATER VALVE
- ⊞ WELL
- +++++ RAILWAY
- OVERHEAD UTILITY LINE W/POLE & ANCHOR
- PIPE FENCE
- LEACH LINE (APPROX. LOCATION)
- WATER LINE (APPROX. LOCATION)
- GRAVEL
- COVERED AREA



LT Surveying LLC
LTSURVEYING.COM

1005 W. RAY AVE.
ARTESIA, NM 88210
575-840-8382



DRAWN BY:	FIELD DATE	PAGE:	W/O. NO.
SP	SEPT., 2023	1 OF 2	23-343



AGENDA ITEM: 4

Requesting Ratification of Approval for:
Agreement A-23-045 between Chaves County
and the NM Department of Finance
Administration for the 2023 Regional
Recreational Centers Quality of Life Program for
the Cultural Plaza Project.

MEETING DATE: December 21, 2023

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Adriana Zapata, Community Development Division.

ACTION REQUESTED: Ratification of Approval of Agreement A-23-045

ITEM SUMMARY:

This is a Grant of the Coronavirus State and Local Fiscal Recovery Funds for the Cultural Plaza. Chaves County is the subrecipient for appropriation number 23-ZH5053-9 in the amount of \$201,345.00.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-23-045

SUMMARY BY: Adriana Zapata

TITLE: Community Development Project Specialist

STATE OF NEW MEXICO SUBRECIPIENT AGREEMENT
FOR
THE REGIONAL RECREATION CENTERS QUALITY OF LIFE PROGRAM

COVER PAGE

State Agency Department of Finance and Administration	Agreement Number <u>23-ZH5053-9</u>		
Subrecipient Name Chaves County Subrecipient Unique Entity Identifier (UEI) KYN3QCMBKAE7	Subaward Period of Performance Start Date <i>July 1, 2023</i> End Date <i>June 30, 2024</i>		
Subaward Amount \$ 201,345.00 (This amount reflects the amount of federal funds obligated by this action and the current financial obligation)	Subaward Budget Period Start Date <i>July 1, 2023</i> End Date <i>June 30, 2024</i>		
Subaward Project Description (Purpose) Grant of Coronavirus State and Local Fiscal Recovery Funds to plan and design the Cultural Plaza in Chaves County.			
Exhibits The following are Exhibit and Attachments are included within this Agreement: <ol style="list-style-type: none"> 1. Exhibit A, Federal Award Information 2. Exhibit B, Scope of Work and Budget 3. Exhibit C, Federal Provisions 4. Exhibit D, Assurances of Compliance with Civil Rights Requirements 5. Exhibit E, Davis-Bacon Act Requirements (If Applicable) 6. Exhibit F, Eligible and Restricted Uses of CSFRF Funds 7. Exhibit G, CSFRF Quarterly Reports 			
Contact Information <table style="width:100%; border:none;"> <tr> <td style="width:50%; vertical-align:top;"> <u>Pass-Through Entity (State):</u> Agency Name: Local Government Division of Department of Finance and Administration Representative: Nicole Silva Address: 407 Galisteo Street Address: Room 202 City, State Zip: Santa Fe, NM 87501 Email: Nicole.Silva@dfa.nm.gov </td> <td style="width:50%; vertical-align:top;"> <u>Subrecipient:</u> Name: Chaves County Representative: Jeff Bilberry Title: County Commission Chair Address: PO Box 1817 Roswell NM, 88202-1817 Email: jeff.bilberry@chavescounty.gov </td> </tr> </table>		<u>Pass-Through Entity (State):</u> Agency Name: Local Government Division of Department of Finance and Administration Representative: Nicole Silva Address: 407 Galisteo Street Address: Room 202 City, State Zip: Santa Fe, NM 87501 Email: Nicole.Silva@dfa.nm.gov	<u>Subrecipient:</u> Name: Chaves County Representative: Jeff Bilberry Title: County Commission Chair Address: PO Box 1817 Roswell NM, 88202-1817 Email: jeff.bilberry@chavescounty.gov
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FEDERAL AWARD IDENTIFICATION

In accordance with the Code of Federal Regulations (C.F.R.), 2 C.F.R. Part 200.332 requires that the following information be provided to any Subrecipient of a federal award:

Federal Awarding Office	United States Department of the Treasury
Grant Program	Coronavirus Local Fiscal Recovery Fund
Assistance Listing Number	21.027
Federal Award Date	June 9, 2021
Award End Date	October 31, 2026
Indirect Cost Rate	
Research and Development Award?	No
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount in Federal Award (this is not the amount in the grant agreement)	\$1,751,542,935.00

**SUBRECIPIENT AGREEMENT BETWEEN
THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
Chaves County**

THIS SUBRECIPIENT AGREEMENT is hereby made and entered into this 20th day of November 2023, by and between the New Mexico Department of Finance and Administration (“DFA”) (hereinafter referred to as “STATE”), and Chaves County (hereinafter referred to as “SUBRECIPIENT”).

WHEREAS, the U.S. Department of Treasury (hereinafter referred to as “Treasury” or “GRANTOR”) has made federal funds available to the STATE under the Coronavirus State and Local Fiscal Recovery Fund (“CSLFRF”) Program (Assistance Listing Number (“ALN”) 21.027);

WHEREAS, Recipients under the CSLFRF Program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 that receive a CSLFRF award. Subrecipients under the CSLFRF Program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the CSLFRF award on behalf of the recipient;

WHEREAS, Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the CSLFRF statute, CSLFRF Award Terms and Conditions, Treasury’s Interim Final Rule, and reporting requirements, as applicable; and,

WHEREAS, this Agreement addresses the flow of funds from the Treasury above to the STATE who will then provide the same referenced subaward funds to the SUBRECIPIENT, as legally allowed by the relevant law and regulations, for any approved scope of work as further discussed in Section 1 of this agreement;

NOW THEREFORE, the STATE and the SUBRECIPIENT do mutually agree to the following terms and conditions of this agreement:

1. Definitions

- a. “Agreement Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.**
- b. “Agreement” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.**
- c. “Award” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.**
- d. “Breach of Agreement” means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner.**

The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against State, or the appointment of a receiver or similar officer for State or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

- e. **“Budget”** means the budget for the Work described in Exhibit B.
- f. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the legal public holidays.
- g. **“Effective Date”** means the date on which this Agreement is approved and signed by the New Mexico agency, as shown on the Signature for this Agreement.
- h. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- i. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement Agreement, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. **“Federal Award”** also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to an Agreement or payments to an individual that is a beneficiary of a Federal program.
- j. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which is the subject of this Agreement.
- k. **“Goods”** means any movable material acquired, produced, or delivered by State as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by the State in connection with the Services.
- l. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- m. **“STATE”** means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- n. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system

hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

- o. **"Initial Term"** means the time period defined in the agreement.
- p. **"IPRA"** means the Inspection of Public Records Act, a New Mexico state law that provides the public and media access to public information. The law requires open access to almost all public records in state and local government, with few exceptions
- q. **"Matching Funds"** means the funds provided the State as a match required to receive the Grant Funds.
- r. **"Party"** means the State or STATE, and **"Parties"** means both the State and Subrecipient.
- s. **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.
- t. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- u. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- v. **"Services"** means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.
- w. **"State Confidential Information"** means any and all State Records not subject to disclosure under IPRA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under IPRA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Subrecipient which (i) is subject to disclosure pursuant to IPRA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently

becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- x. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- y. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under IPRA.
- z. **“Subcontractor”** means third parties, if any, engaged by Subrecipients to aid in performance of the Work.
- aa. **“Tax Information”** means federal and State of New Mexico tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- bb. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- cc. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.
- dd. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- ee. Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

2. Scope of Work

The GRANTOR has provided funds, through its CSLFRF Program, to the STATE who is then providing this same funding to the SUBRECIPIENT in accordance with this Agreement. Information related to the federal award is attached as **“Exhibit A.”** The SUBRECIPIENT shall perform the services and necessary tasks required in order to accomplish the objectives of the GRANTOR’S Program which have been agreed to by the STATE, as outlined in **“Exhibit B.”**

SUBRECIPIENT'S full and timely performance of Exhibit B-Scope of Work shall include strict compliance with all applicable federal, state or local laws, regulations and administrative policies as they relate to the SUBRECIPIENT'S specific approved project including but not limited to the references above as well as the following:

- (a) SUBRECIPIENT will comply with 31 C.F.R. Part 35 Subpart A – Coronavirus State and Local Fiscal Recovery Funds.**
- (b) SUBRECIPIENT will comply with 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as well as any specific federal departmental grant requirement in other sections of the C.F.R.**
- (c) SUBRECIPIENT will adhere to both the Federal Procurement Laws contained in 2 C.F.R. Part 200.318 to 200.326 as well as the State Procurement Laws for Political Subdivisions contained in the New Mexico Procurement Code.**
- (d) SUBRECIPIENT will adhere to the requirements of the GRANTOR'S CSLFRF Program.**
- (e) SUBRECIPIENT will adhere to the Scope of Work and Budget in Exhibit B.**
- (f) SUBRECIPIENT will comply with Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 where applicable.**
- (g) SUBRECIPIENT will incorporate, where applicable, the contractual provision requirements outlined in 2 C.F.R. Part 200.326 which is further discussed in Section 7 of this agreement.**
- (h) SUBRECIPIENT will comply, when applicable, with any applicable National Policy Requirements for federal grants which is further discussed in Section 7 of this agreement.**
- (i) SUBRECIPIENT will not pay any contractor who is listed by the federal government as debarred and/or suspended which is further discussed in Section 7 of this agreement. SUBRECIPIENT agrees to alert the STATE immediately if a contractor working for the SUBRECIPIENT becomes debarred or suspended.**
- (j) SUBRECIPIENT acknowledges and agrees that the STATE is a "recipient" of CSLFRF funds as such term is used in the CSLFRF regulations, and SUBRECIPIENT shall provide, upon the reasonable request of the STATE, financial and performance reports sufficient to demonstrate SUBRECIPIENT'S compliance with CSLFRF and as otherwise necessary for STATE to satisfy the subrecipient monitoring and management requirements of 2 C.F.R. Part 200.331 to 200.333.**

Pursuant to information submitted to the STATE for inclusion in the GRANTOR'S CSLFRF Program, the SUBRECIPIENT shall perform the following tasks:

Properly procure and complete the project substantially as described in Exhibit B, Scope of Work and Budget. Any and all expenses associated with the project are the sole responsibility of the SUBRECIPIENT. The ownership of any property furnished hereunder will be the property of the SUBRECIPIENT. The SUBRECIPIENT shall have the sole responsibility to maintain possession of the said property, maintain the property, repair the property when needed and maintain any applicable insurance amounts. Any future costs related to these requirements remain the sole responsibility of the SUBRECIPIENT.

In compliance with the above, the SUBRECIPIENT agrees to notify the STATE and federal GRANTOR, in writing, and request the preferred method of disposition for any property or equipment purchased with federal funds if said property or equipment is no longer of use to the SUBRECIPIENT. In addition, if an annual inventory is requested by the STATE then the SUBRECIPIENT will provide prompt access to all inventory records.

3. Term of Agreement

The term of this agreement shall become effective upon execution by DFA for the period of July 1, 2023 through June 30, 2024. All funds must be obligated by the SUBRECIPIENT by June 1, 2024, and all funds must be expended by June 30, 2024, and reimbursement requested by the SUBRECIPIENT to the STATE by July 15, 2024.

4. Payment Terms of Grant Funding

a. The maximum budget for the scope of work identified in Section 1 above:

\$201,345.00 (Two Hundred One Thousand Three Hundred Forty Five Dollars and Zero Cents)

b. Taxes. Subaward, budget amount includes applicable New Mexico tax, including but not limited to the New Mexico Gross Receipts and Compensating Tax at N.M.S.A. (1978) § 7-9-1 *et seq.* ("NMGRT"). The SUBRECIPIENT is subject to and shall be liable for payment of all applicable New Mexico taxes, at the prevailing rate, for all work performed under Exhibit B—Scope of Work. The SUBRECIPIENT is solely responsible for the payment of all applicable New Mexico taxes.

c. Payment Procedures

- (1) The STATE shall pay the SUBRECIPIENT in the amounts and in accordance with the schedule and other conditions set forth in Exhibit B. SUBRECIPIENT segregate, on each invoice, the applicable New Mexico tax.**
- (2) SUBRECIPIENT shall initiate payment requests by invoice to the STATE, in a form and manner approved by the STATE.**
- (3) The STATE shall pay each invoice within forty-five (45) days following the STATE's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by the SUBRECIPIENT and previously accepted by the STATE during the term that the invoice covers. If the STATE determines that the amount of any invoice is not correct, then SUBRECIPIENT shall make all changes necessary to correct that invoice.**
- (4) The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.**

Advancement of funds, under this Agreement, is contingent upon the SUBRECIPIENT complying with all of the requirements for allowable uses for funds under the CSLFRF Program and providing sufficient documentation to the STATE as reasonably determined by the STATE. The SUBRECIPIENT is responsible for payment to its vendors unless otherwise specifically approved by the STATE.

d. Financial Documentation

The SUBRECIPIENT will provide copies of all related financial documentation to the STATE with the first quarterly report, supplying sufficient documentation to meet the reporting requirements of the CSLFRF Program. Any questioned costs which may occur at any point in this process (including the five (5) year period after grant closeout by the federal GRANTOR) will be the sole responsibility of the SUBRECIPIENT with respect to any activity covered by this agreement.

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

5. Reporting, Monitoring, and Review

a. Requirements

The SUBRECIPIENT is required to participate in monitoring and review activities necessary to assess the work performed under the Subaward and determine whether the Subrecipient has timely achieved the Scope of Work stated in Exhibit B to this Subaward. The ongoing monitoring of the SUBRECIPIENT will reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

b. Risk Assessment

The risk assessment may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight.

c. Monitoring

Monitoring and review activities will be detailed in a Monitoring Plan based on the STATE'S risk assessment of the SUBRECIPIENT and will be provided to the SUBRECIPIENT. The Monitoring Plan may include, but not be limited to, the SUBRECIPIENT'S technical progress compared to the intended milestones and deliverables; the SUBRECIPIENT'S actual expenditures compared to the approved budget, review of SUBRECIPIENT'S reimbursement requests including detailed backup documentation, or other subject matter specified by the STATE.

d. Performance and Final Status

SUBRECIPIENT shall submit all financial, performance and other reports to the STATE no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the STATE, containing an evaluation and review of SUBRECIPIENT's performance and the final status of SUBRECIPIENT's obligations hereunder.

e. Violations Reporting

SUBRECIPIENT shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The STATE or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 C.F.R. Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

f. Inspection

SUBRECIPIENT shall permit the STATE, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe SUBRECIPIENT Records during the Record Retention Period. SUBRECIPIENT

shall make SUBRECIPIENT Records available during normal business hours at SUBRECIPIENT's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the STATE, unless the STATE determines that a shorter period of notice, or no notice, is necessary to protect the interests of the STATE.

g. Final Audit Report

SUBRECIPIENT shall promptly submit to the STATE a copy of any final audit report of an audit performed on SUBRECIPIENT's records that relates to or affects this Agreement or the Work, whether the audit is conducted by SUBRECIPIENT or a third party. Additionally, if SUBRECIPIENT is required to perform a single audit under 2 C.F.R. Part 200.501, *et seq.*, then SUBRECIPIENT shall submit a copy of the results of that audit to the STATE within the same timelines as the submission to the federal government.

6. Amendments and Assignments

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by both parties. This agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

7. Records, Audits, and Other Grant Compliance Issues

It is understood that this agreement may be utilized as part of the American Rescue Plan Act (Coronavirus State and Local Fiscal Relief Fund – ALN 21.027) and therefore both parties agree to maintain accounts and records, including personnel, property, and financial records, adequately to identify and account for all costs pertaining to this agreement and to ensure full compliance with the requirements of the above program. The SUBRECIPIENT will comply with all applicable federal law, regulations, executive orders, grant policies, procedures, and directives. Even though federal funding may be available, the Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the STATE, SUBRECIPIENT, or any other party pertaining to any matter resulting from the agreement.

a. Work Product Information

- (1) The SUBRECIPIENT may receive from the STATE work product information that the STATE utilizes. The SUBRECIPIENT assumes sole responsibility for verification of the accuracy of all information and for legal compliance with all rules and instructions required herein. The SUBRECIPIENT further acknowledges that the STATE makes and assumes no representations or warranties with regard to the work product information. Work product information may include, but is not limited to, procurement policies, procurement forms, contractor insurance requirements, various standard contracts, specific grant program forms or other relevant documents.

(2) With respect to the SUBRECIPIENT'S use of any work product transmitted by or originally created by the STATE, the SUBRECIPIENT acknowledges it is the SUBRECIPIENT'S decision to act accordingly. The SUBRECIPIENT has the option to either adopt such product as the SUBRECIPIENT'S own or the SUBRECIPIENT may utilize the following other options available to the SUBRECIPIENT:

- i. Modify the STATE'S work product appropriate to the SUBRECIPIENT'S own needs;
 - ii. Create and adopt the SUBRECIPIENT'S own work product separate from the STATE'S work products; or,
 - iii. Adopt a work product created by other State or Federal agencies when applicable to the SUBRECIPIENT'S needs.
- (3) If the SUBRECIPIENT utilizes any of the STATE'S work products in any way then the SUBRECIPIENT acknowledges that the STATE makes no representations or warranties with regard to the same.

b. Audit

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be maintained and retained for five (5) years after closeout of the grant program. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

c. Records

The STATE and SUBRECIPIENT agree that all records shall be made available to either party at no additional charge for such information. The SUBRECIPIENT also agrees to provide the STATE, the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG), Pandemic Relief Accountability Committee (PRAC), or any of their authorized representatives access to any books, documents, papers, and records of the SUBRECIPIENT which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed at no additional charge.

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations, where applicable:

(a) Federally Required Contractual Provisions:

- (1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this Agreement;
- (2) **Termination Provision** requires all contracts in excess of \$10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this Agreement;
- (3) For all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts (See Exhibit C);
- (4) For all applicable contracts in excess of \$100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay (See Exhibit C);
- (5) For all contracts that meet the definition of “funding agreement” under 37 C.F.R. Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 C.F.R. Part 401 (See Exhibit C);
- (6) All contracts, subcontracts and sub-grants in excess of \$150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act** (See Exhibit C);
- (7) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. Part 180)** which prohibit the contracting with any party listed on the “System for Award Management” (SAM), formerly identified as the “Excluded Parties List System” (EPLS.gov), which identifies all parties that have active exclusions (i.e., suspensions, debarments) imposed by a federal agency (See Exhibit C);
- (8) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding \$100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to

influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352 (*See Exhibit C*);

- (9) For all construction contracts in excess of \$2,000 and required by federal grant regulations, the **Davis Bacon Act** which requires payments of wages for laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly (*See Exhibit E*);
- (10) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** wherein 2 C.F.R. Part 200.216 prohibits use of federal grant or loan funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (11) **Domestic Preferences for Procurements** for when federal funds are utilized, and where appropriate and to the extent consistent with other laws and regulations, 2 C.F.R. Part 200.322 allows a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products); and,
- (12) **Procurement of Recovered Materials** as required by 2 C.F.R. Part 200.323 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

- (1) **Civil Rights Act of 1964**, including Title VI, which states that no person shall on the grounds of race, color or national origin shall be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance;
- (2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance;
- (3) **Americans with Disabilities Act of 1990**, with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity;
- (4) **Section 504 of the Rehabilitation Act of 1973**, if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a

disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency);

- (5) For all construction or repair contracts, Copeland “Anti-Kickback” Act which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled;
- (6) Energy Policy and Conservation Act which require the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan;
- (7) Reporting Provision requires that all contracts should include a requirement that the SUBRECIPIENT assist the STATE, when applicable, with any awarding agency requirements and regulations pertaining to reporting;
- (8) Record Retention Provision requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the STATE formally closes out each federal program (STATE and SUBRECIPIENT grant managers should verify the three-year record retention period with each respective grant agency to ensure that a longer period is not required);
- (9) 2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection) subjects any subawards and contracts over the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections;
- (10) National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 which require recipients of federal grants that are acquiring, constructing or repairing property in a special flood hazard area, and with an estimated cost in excess of \$10,000, to purchase flood insurance;
- (11) Wild and Scenic Rivers Act of 1968 which protects components or potential components of the national wild and scenic rivers system;
- (12) Resource Conservation and Recovery Act which requires proper handling and disposal of solid waste;

- (13) **Toxic Substance Control Act** which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint;
- (14) **Federal Agency Seal(s), Logos, Crests, or Reproductions of Flags or Likeness of Federal Agency Officials** are prohibited from being utilized without specific federal agency pre-approval;
- (15) **False Claims Act and 32 U.S.C. Chapter 38 (Administrative Remedies)** which prohibits the submission of false or fraudulent claims for payment to the federal government identifying administrative remedies for false claims and statements made which the CONTRACTOR herein acknowledges; and,
- (16) **Section 603 Title VI of the Social Security Act** which establishes the Coronavirus State and Local Fiscal Recovery Fund and identifies eligible and ineligible uses for the Fund monies (See Exhibit E).

In compliance with Section 7(a)(7) above, the SUBRECIPIENT agrees to verify that all contractors or subcontractors employed are not parties listed as active exclusions (i.e., suspensions, debarments) on the “System for Award Management” (SAM) for parties debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. SUBRECIPIENT agrees to require the contractor to provide immediate notice, but in no case later than three (3) business days, after being notified that the contractor, or any subcontractor, has been added to the SAM or otherwise been debarred from contracting on any projects involving federal funds.

In no event shall the SUBRECIPIENT allow any contractor to utilize a subcontractor at any time during the duration of this agreement who has been debarred from contracting on any projects involving federal funds. If the contractor is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement, then both the SUBRECIPIENT and STATE must be notified. STATE may, at its sole discretion, immediately implement the termination provisions discussed in Section 12 below if the SUBRECIPIENT decides to continue with the project using a “debarred” or “active exclusion” contractor or subcontractor.

8. Liability and Indemnity

a. Liability

This Agreement is intended for the benefit of the STATE and the SUBRECIPIENT and does not confer any rights upon any other third parties. All rights by and between the STATE and the SUBRECIPIENT are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

b. Indemnity

The SUBRECIPIENT will indemnify, defend, and hold harmless the STATE, including the

STATE'S employees and agents, from and against any and all claims or liabilities arising from the fault of the SUBRECIPIENT, its employees or agents in carrying out the SUB RECIPIENT'S duties and obligations under the terms of this agreement. The STATE will indemnify, defend, and hold harmless the SUBRECIPIENT, including the SUBRECIPIENT'S employees and agents, from and against any and all claims or liabilities arising from the fault of the STATE, its employees or agents in carrying out the STATE'S duties and obligations under the terms of this agreement. Notwithstanding the forgoing, in no event shall SUBRECIPIENT be liable for, and shall not indemnify, defend or hold harmless STATE for, any loss or liability resulting from the gross negligence or willful misconduct of STATE. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

9. Insurance

SUBRECIPIENT shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the STATE.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all SUBRECIPIENT or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- v. **\$1,000,000 each occurrence; and**
- vi. **\$2,000,000 general aggregate.**

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- vii. **\$1,000,000 each occurrence; and**
- viii. **\$1,000,000 general aggregate.**

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- ix. **\$1,000,000 each occurrence; and**
- x. **\$1,000,000 general aggregate.**

B. Additional Insured

The STATE shall be named as additional insured on all commercial general liability policies (leases and construction Agreements require additional insured coverage for completed operations) required of SUBRECIPIENT and Subcontractors. This means the certificate of insurance shall explicitly state: "The State of New Mexico is an additional insured."

C. Primacy of Coverage

Coverage required of SUBRECIPIENT and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by SUBRECIPIENT or the STATE.

D. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to SUBRECIPIENT.

E. Subrogation Waiver

All commercial insurance policies secured or maintained by SUBRECIPIENT or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against SUBRECIPIENT or the STATE, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

F. Certificates

For each commercial insurance plan provided by SUBRECIPIENT under this Agreement, SUBRECIPIENT shall provide to the STATE certificates evidencing SUBRECIPIENT's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. SUBRECIPIENT shall provide to the STATE certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if SUBRECIPIENT's Subcontractor is not in effect as of the Effective Date, SUBRECIPIENT shall provide to the STATE certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following SUBRECIPIENT's execution of the Subcontractor. No later than fifteen (15) days before the expiration date of SUBRECIPIENT's or any Subcontractor's coverage, SUBRECIPIENT shall deliver to the STATE certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the STATE, SUBRECIPIENT shall, within seven (7) Business Days following the request by the STATE, supply to the STATE evidence satisfactory to the STATE of compliance with the provisions of this section.

10. Breach

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §11 for that Party. Notwithstanding any provision of this Agreement to the contrary, the STATE, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the STATE.

11. Remedies

a. STATE's Remedies

If SUBRECIPIENT is in breach under any provision of this Agreement and fails to cure such breach, the STATE, following the notice and cure period set forth in §10, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The STATE may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of SUBRECIPIENT's uncured breach, the STATE may terminate this entire Agreement or any part of this Agreement. Additionally, if SUBRECIPIENT fails to comply with any terms of the Federal Award, then the STATE may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. SUBRECIPIENT shall continue performance of this Agreement to the extent not terminated, if any.

1. Obligations and Rights

To the extent specified in any termination notice, SUBRECIPIENT shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and Subcontractors with third parties. However, SUBRECIPIENT shall complete and deliver to the STATE all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the STATE, SUBRECIPIENT shall assign to the STATE all of SUBRECIPIENT's rights, title, and interest in and to such terminated orders or Subcontractors. Upon termination, SUBRECIPIENT shall take timely, reasonable and necessary action to protect and preserve property in the possession of SUBRECIPIENT but in which the STATE has an interest. At the STATE's request, SUBRECIPIENT shall return materials owned by the STATE in SUBRECIPIENT's possession at the time of any termination. SUBRECIPIENT shall deliver all completed Work Product and all Work Product that was in the process of completion to the STATE at the STATE's request.

2. Payments

Notwithstanding anything to the contrary, the STATE shall only pay SUBRECIPIENT for accepted Work received as of the date of termination. If, after termination by the STATE, the STATE agrees that SUBRECIPIENT was not in breach or that SUBRECIPIENT's action or inaction was excusable.

3. Damages and Withholding

Notwithstanding any other remedial action by the STATE, SUBRECIPIENT shall remain liable to the STATE for any damages sustained by the STATE in connection with any breach by SUBRECIPIENT, and the STATE may withhold payment to SUBRECIPIENT for the purpose of mitigating the STATE's damages until such time as the exact amount of damages due to the STATE from SUBRECIPIENT is determined. The STATE may withhold any amount that may be due SUBRECIPIENT as the STATE deems necessary to protect the STATE against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the STATE in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The STATE, in its discretion, may exercise one or more of the following additional remedies:

1. Suspend Performance

Suspend SUBRECIPIENT's performance with respect to all or any portion of the Work pending corrective action as specified by the STATE without entitling SUBRECIPIENT to an adjustment in price or cost or an adjustment in the performance schedule. SUBRECIPIENT shall promptly cease performing Work and incurring costs in accordance with the STATE's directive, and the STATE shall not be liable for costs incurred by SUBRECIPIENT after the suspension of performance.

2. Withhold Payment

Withhold payment to SUBRECIPIENT until SUBRECIPIENT corrects its Work.

3. Deny Payment

Deny payment for Work not performed, or that due to SUBRECIPIENT's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

4. Removal

Demand immediate removal of any of SUBRECIPIENT's employees, agents, or Subcontractors from the Work whom the STATE deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the STATE to be contrary to the public interest or the STATE's best interest.

5. Intellectual Property

If any Work infringes, or if the STATE in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, SUBRECIPIENT shall, as approved by the STATE (i) secure that right to use such Work for the STATE and SUBRECIPIENT; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the STATE.

b. SUBRECIPIENT's Remedies

If the STATE is in breach of any provision of this Agreement and does not cure such breach, SUBRECIPIENT, following the notice and cure period in §10 and the dispute resolution process in §12, shall have all remedies available at law and equity.

12. Termination of Agreement and Dispute Resolution

While both parties agree to negotiate all contractual disputes in good faith, the STATE reserves the right to terminate this Agreement at any time upon written notice of termination or if the SUBRECIPIENT has failed to comply with the terms of this Agreement, the grant itself or any applicable law and regulation. All questioned costs are the sole responsibility of the SUBRECIPIENT.

If the parties are unable to independently and satisfactorily resolve any disagreement, then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the State of New Mexico. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

13. Conflicts of Interest

a. Actual Conflicts of Interest

SUBRECIPIENT shall not engage in any business or activities, or maintain any relationships, that conflict in any way with the full performance of the obligations of SUBRECIPIENT under this Agreement. Such a conflict of interest would arise when a SUBRECIPIENT or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the STATE, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

b. Apparent Conflicts of Interest

SUBRECIPIENT acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the STATE's interests. Absent the STATE's prior written approval, SUBRECIPIENT shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of SUBRECIPIENT's obligations under this Agreement.

c. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if SUBRECIPIENT is uncertain whether a conflict or the appearance of a conflict has arisen, SUBRECIPIENT shall submit to the STATE a disclosure statement setting forth the relevant details for the STATE's consideration. Failure to promptly submit a disclosure statement or to follow the STATE's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

14. Notices and Representatives

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered:

- a. by hand with receipt required;
- b. by certified or registered mail to such Party's principal representative at the address set forth below; or
- c. as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement.

If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. Rights in Work Product and Other Information

a. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, SUBRECIPIENT hereby assigns to the STATE, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that SUBRECIPIENT cannot make any of the assignments required by this section, SUBRECIPIENT hereby grants to the STATE a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The STATE may assign and license its rights under this license.

ii. Patents

In addition, SUBRECIPIENT grants to the STATE (and to recipients of Work Product distributed by or on behalf of the STATE) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by SUBRECIPIENT that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the STATE.

iii. Assignments and Assistance

Whether or not SUBRECIPIENT is under Agreement with the STATE at the time, SUBRECIPIENT shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the STATE, to enable the STATE to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. SUBRECIPIENT assigns to the STATE and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

b. Exclusive Property of the STATE

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing STATE Records, STATE software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the STATE (collectively, "STATE Materials"). SUBRECIPIENT shall not use, willingly allow, cause or permit Work Product or STATE Materials to be used for any purpose other than the performance of SUBRECIPIENT's obligations in this Agreement without the prior written consent of the STATE. Upon termination of this Agreement for any reason, SUBRECIPIENT shall provide all Work Product and STATE Materials to the STATE in a form and manner as directed by the STATE.

c. Exclusive Property of SUBRECIPIENT

SUBRECIPIENT retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to SUBRECIPIENT including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by SUBRECIPIENT under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "SUBRECIPIENT Property"). SUBRECIPIENT Property shall be licensed to the STATE as set forth in this Agreement or a STATE approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the STATE from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. General Provisions

a. Assignment

SUBRECIPIENT's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the STATE. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of SUBRECIPIENT's rights and obligations approved by the STATE shall be subject to the provisions of this Agreement.

b. Subcontractors

SUBRECIPIENT shall not enter into any subgrant or Subcontract in connection with its obligations under this Agreement without the prior, written approval of the STATE. SUBRECIPIENT shall submit to the STATE a copy of each such subgrant or Subcontract upon request by the STATE. All subgrants and Subcontracts entered into by SUBRECIPIENT in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of New Mexico, and shall be subject to all provisions of this Agreement. If the entity with whom SUBRECIPIENT enters into a Subcontract or subgrant would also be considered a SUBRECIPIENT, then the Subcontract or subgrant entered into by SUBRECIPIENT shall also contain provisions permitting both SUBRECIPIENT and the STATE to perform all monitoring of that Subcontract in accordance with the Uniform Guidance.

c. Binding Effect

Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

d. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

e. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

f. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

g. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

h. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the STATE Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

i. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable New Mexico law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the STATE.

j. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

k. External Terms and Conditions

Notwithstanding anything to the contrary herein, the STATE shall not be subject to any provision included in any terms, conditions, or agreements appearing on SUBRECIPIENT's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

l. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

m. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

n. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in this Agreement, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

o. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

p. Standard and Manner of Performance

SUBRECIPIENT shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in SUBRECIPIENT's industry, trade, or profession.

q. Licenses, Permits, and Other Authorizations

SUBRECIPIENT shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

r. Compliance with State and Federal Law, Regulations, and Executive Orders

SUBRECIPIENT shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

17. Severability, Entire Agreement and Captions

This Agreement shall be governed by and construed in accordance with the laws of the State New Mexico. If any provision of this Agreement is held invalid, void, or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a

manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this Agreement. This Agreement, any CSLRF Grant Program documentation, any attached documents, and any referenced documents represent the entire agreement between the STATE and the SUBRECIPIENT and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this Agreement and other documents, the terms of this Agreement shall control.

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

IN WITNESS WHEREOF, the STATE and the SUBRECIPIENT do hereby execute this Agreement as of the date of signature by the STATE below.

THIS GRANT AGREEMENT has been approved by:

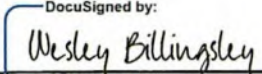
Chaves County:



Jeff Bilberry, County Commission Chair

12-1-23
Date

NEW MEXICO DEPARTMENT OF DEPARTMENT OF FINANCE AND ADMINISTRATION:

DocuSigned by:


Wesley Billingsley, Local Government Division
Director

12/6/2023
Date

EXHIBIT A

FEDERAL AWARD INFORMATION

In accordance with the Code of Federal Regulations (CFR), 2 CFR Section 200.332 requires that the following information be provided to any Subrecipient of a federal award:

Federal Award Identification: Coronavirus State and Local Fiscal Recovery Funds

Subrecipient Name: Chaves County

Subrecipient Unique Identification (ID) Number: KYN3QCMBKAE7

Federal Award Identification Number: Coronavirus State and Local Fiscal Recovery Funds

Subaward Period of Performance (Start and End Date): July 1, 2023 through June 30, 2024

Amount of Federal Funds Obligated to Subrecipient: \$201,345.00

Federal Award Project Description (in accordance with Federal Funding Accountability and Transparency Act (FFATA): Coronavirus State and Local Fiscal Recovery Funds

Name of Federal Awarding Agency: U.S. Department of the Treasury

Name of Pass-Through Entity and Contact Information:

**Department of Finance and Administration
407 Galisteo Street
Santa Fe, NM 87501
(505) 827-4985**

Assistance Listing Number (ALN): 21.027

EXHIBIT B

SCOPE OF WORK AND BUDGET

SUBRECIPIENT will use CSLFRF funds to provide full performance of all tasks listed below. CSLFRF funds will be requested monthly according to the Request for Payment procedures specified in this Agreement. All funds shall be obligated and expended by SUBRECIPIENT in accordance with this Agreement. The period of performance to execute work and/or incur costs against the \$201,345.00 subaward funding for this project is July 1, 2023 – June 30, 2024, unless extended by the New Mexico legislature. Monthly reports shall be provided to the STATE showing costs incurred to the \$201,345.00 subaward funding.

To plan and design the Cultural Plaza in Chaves County.

I. Significant Changes to Scope of Work

The SUB RECIPIENT is required to notify and seek written approval of the STATE in advance of any proposed material changes to the scope of work under this Subaward (i.e., significant changes to the statement of project objectives or the schedule of technical milestones and deliverables). Such changes may require the STATE to re-evaluate the eligibility of the work under this Subaward.

EXHIBIT C

FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of New Mexico is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the CSFRF statute, CSFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of New Mexico agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

- 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.
- 2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.
- 2.1.7. "Grantee" means the state identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. "Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. "Prime Recipient" means the New Mexico State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID Number” means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEs can be found at: sam.gov/content/duns-uei

3. COMPLIANCE.

3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of New Mexico, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, State programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS.

4.1. SAM. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. UEI. Subrecipient shall provide its UEI number to its State, and shall update Subrecipient's information in SAM at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. TOTAL COMPENSATION.

5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and

5.1.2. In the preceding fiscal year, Subrecipient received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. Subrecipient shall report data elements to SAM and to the State as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above CSFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by the State as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Subrecipient shall report as set forth below.

8.1.1. Subrecipient shall use the CSFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit F to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the CSFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

Household Assistance (2.1-2.8)

- a) Number of households served
- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
- b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

- a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
- b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report
 - ii. Project labor agreement certification or project workforce continuity plan
 - iii. Prioritization of local hires
 - iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload

- ii. **Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.**
- iii. **Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.**

All Expenditure Categories

- a) **Program income earned and expended to cover eligible project costs**

8.1.2. A Subrecipient shall report the following data elements to the State no later than five (5) days after the end of the month following the month in which the Subaward was made.

- 8.1.2.1. Subrecipient UEI Number;**
- 8.1.2.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;**
- 8.1.2.3. Subrecipient parent's organization UEI Number;**
- 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;**
- 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and**
- 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.**

8.1.3. To Prime Recipient. A Subrecipient shall report to its State, the following data elements:

- 8.1.3.1. Subrecipient's UEI Number as registered in SAM.**
- 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.**
- 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.**
- 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.**
- 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.**
- 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent**

applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

8.1.3.7.1. For projects over \$10 million:

8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and subcontractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient

must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and the applicable State agency. The State of New Mexico may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit G – CSFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. **Procurement Procedures.** A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. **Domestic preference for procurements (2 CFR 200.322).** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

- 9.3. **Procurement of Recovered Materials.** If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the State, Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). See Exhibit E.

12.1.3. **Rights to Inventions Made Under a grant or agreement.** If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.

- 12.1.4. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension** (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. **Never Agreement with the enemy** (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. **Prohibition on certain telecommunications and video surveillance services or equipment** (2 CFR 200.216). The State is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1. **Subrecipient Certification.** Subrecipient shall sign a "State of New Mexico Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, the State may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Subrecipient with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

EVENT OF DEFAULT AND TERMINATION.

- 14.3. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of New Mexico may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of New Mexico under the Grant, at law or in equity.
- 14.4. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 14.4.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

- 14.4.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 14.4.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 14.4.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 14.4.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 19641965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR section 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

EXHIBIT D

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of New Mexico has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury, apply to your organization. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the Legislature and signed by the Governor.

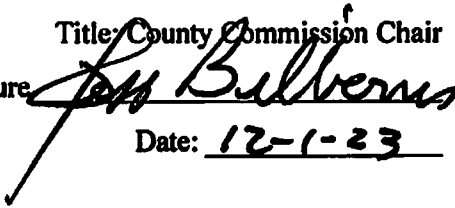
Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Organization Name: Chaves County

Subrecipient Organization Representative: Jeff Bilberry

Title: County Commission Chair

Signature



Date: 12-1-23

**Agreement with Subrecipient of Federal Recovery Funds
Terms And Conditions**

1. **Use of Funds.**
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. **Period of Performance.** The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.
3. **Reporting.** Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and State Agency. The State will provide notice of such additional reporting requirements via Exhibit G – Reporting Modification Form.
4. **Maintenance of and Access to Records**
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. **Administrative Costs.** Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and State agency.

7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by Subrecipient.
8. **Conflicts of Interest.** The State of New Mexico understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Agency or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Agency shall disclose such conflict to Treasury.
9. **Compliance with Applicable Law and Regulations.**
 - a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. **Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.**
 - vi. **Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.**
 - vii. **New Restrictions on Lobbying, 31 C.F.R. Part 21.**
 - viii. **Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.**
 - ix. **Generally applicable federal environmental laws and regulations.**
- c. **Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:**
- i. **Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;**
 - ii. **The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;**
 - iii. **Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;**
 - iv. **The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and**
 - v. **Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.**

Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of

10. the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: “This project is being supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of New Mexico by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
 - a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.
 - a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons

resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for Agreement or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and

Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

- 1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.**
- 2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.**

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42

U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and

implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT E

DAVIS-BACON ACT REQUIREMENTS (IF APPLICABLE)

Overview

Section 1606 of the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. No. 111-5, 123 Stat. 115 (Feb. 17, 2009) (the "Recovery Act"), requires grant award recipients, subrecipients, contractors, and subcontractors to comply with the wage requirements of the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) and related acts, stating:

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Scope of the Davis-Bacon Act The Davis-Bacon Act prevailing wage requirements apply to laborers and mechanics employed under contracts or subcontracts in excess of \$2,000 for construction, alteration, or repair activities (including but not limited to painting and decorating) that are funded, in whole or in part, under BTOP grant awards. In general:

- **Laborers and mechanics** – Are workers whose duties are manual or physical in nature, including apprentices, trainees and helpers, but do not include workers whose duties are primarily managerial, administrative, executive, or clerical. See 29 C.F.R. section 5.2(m).
- **The \$2,000 threshold** – Pertains to the amount of the prime construction contract, not to the amount of individual subcontracts. Accordingly, if the prime construction contract exceeds \$2,000, all construction work on the project (including subcontracts) is covered by the Davis-Bacon Act. See 29 C.F.R. section 5.5(a)(6).
- **Construction, alteration, or repair activities** – Are those occurring at the “site of the work” that involve the alteration, remodeling, or installation of items fabricated off-site; painting and decorating; manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; and, in certain cases, transportation between the site of the work and other points. See 29 C.F.R. section 5.2(j).
- **Site of the work** – Is the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project, and includes job headquarters, tool yards, batch plants, borrow pits, etc., if they are dedicated exclusively, or nearly so, to performance of the contract or project, and are adjacent or virtually adjacent to the site of the work. The site of the work does not include permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continued operation are determined wholly without regard to a particular Federal or Federally assisted contract or project. See 29 C.F.R. section 5.2(l).
- **Application to Governmental Agencies** - Governmental agencies, such as states or their political subdivisions, are not subject to the Davis Bacon Act requirements when construction work is being performed by their own employees on a “force account” basis. See 29 C.F.R. section 5.2(h).

Davis-Bacon Act prevailing wage requirements are likely to apply to construction and related activities undertaken in connection with Infrastructure Round 1 and Comprehensive Community Infrastructure (CCI) Round 2 projects. In many cases, Davis-Bacon Act prevailing wage requirements will also apply to activities under BTOP grants for Sustainable Broadband Adoption (SBA) and Public Computer Centers (PCC), when construction and related activities (including minor renovation of facilities) can be segregated from the other work contemplated by the grant. See 29 C.F.R. section 4.116; F.A.R. section 22.402(b).

Davis-Bacon Act Requirements

Required contract provisions (appearing at 29 C.F.R. section 5.5) and the applicable wage determination(s) for the activities contemplated by a construction project must be included in any contract or subcontract to which the Davis-Bacon Act applies providing, among other items, that:

- Laborers and mechanics must be paid the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at least once a week;
- No paycheck deductions or rebates are permitted, except as permitted under Department of Labor (DOL) regulations (29 C.F.R. sections 3.5-3.6);
- Wage and fringe benefit rates must be no less than those contained in DOL wage determination for the labor classification for the work actually performed.

The recipient is responsible for ensuring that the required contract provisions appear in all contracts and subcontracts entered into by recipients, subrecipients, contractors, and subcontractors for construction, alteration and repair activities covered by the Davis-Bacon Act and related acts. Applicable wage determinations included in the contract must be verified by the recipient within 10 days of the contract date.

In cases where state wage rates (determined under state statutes often called “Mini-Davis-Bacon Acts”) are higher than the Federal wage rates, the state wage rates take precedence and should be included in contracts in lieu of the lower, Federal wage rates. In cases of construction projects on tribal lands, the recipient should contact its assigned Federal Program Officer (FPO) for guidance on the interplay among the Davis-Bacon Act, state Mini-Davis-Bacon acts, and the Tribal Employment Rights Ordinance (TERO).

Contracts for amounts over \$100,000 that are covered by the Davis-Bacon Act must include additional standard clauses (also appearing in 29 C.F.R. section 5.5) providing, among other things, that overtime for laborers and mechanics must be paid at a rate 1.5 times the basic rate of pay for time worked in excess of 40 hours per week.

In addition, the DOL Davis-Bacon poster (WH-1321) must be prominently posted at the site of the work. Refer to: (www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf 1321).

Davis-Bacon Wage Rate Determinations

DOL conducts statewide surveys seeking payment data on wage and fringe benefit rates from construction contractors and other interested parties, such as labor unions. Wage determinations are issued by locality, typically on a county-by-county basis. Davis-Bacon Act wage determinations are published on DOL’s Wage Determinations OnLine (WDOL) website accessible at: www.wdol.gov. The Davis-Bacon Act prevailing wages are determined by DOL based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area.

If DOL has not published a wage determination for work that is needed to complete a BTOP construction project, the recipient may seek a Conformance. The recipient must submit a Conformance request using Standard Form (SF) 1444. Please go to www.wdol.gov/library.aspx to obtain a copy of the form and instructions.

To complete the form, the recipient must describe the work to be done (identified with a classification that is used in the subject area in the construction industry) and propose a wage rate that bears a reasonable relationship to existing wage determinations. Typically, the rate must not be less than the wage determination for an unskilled laborer and, for a skilled craft, must be at least equal to the lowest wage determination for any other skilled craft.

Infrastructure and CCI recipients should submit the completed SF-1444 through Grants Online as an "Other Action Request." The SF1444 will be routed to the National Oceanic and Atmospheric Administration (NOAA) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

SBA and PCC recipients should submit completed SF-1444 Conformance requests through the Post-Award Monitoring (PAM) System. To do so, the recipient should create a report package of the type "POR: PAM Other Request." After filling out and attaching the Request Template, recipient should attach the completed SF-1444 form using the "Add File" button. The SF-1444 will be routed to the National Institute of Standards and Technology (NIST) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

Recordkeeping and Monitoring Obligations

Recipients, subrecipients, contractors, and subcontractors must prepare weekly certified payroll documentation using Form WH347 (available at: www.dol.gov/whd/forms/wh347.pdf), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act requirements of the Recovery Act. Subrecipients, contractors, and subcontractors must submit this information to the BTOP grant award recipient on a weekly basis within seven days of the regular payment date of the subrecipient's, contractor's or subcontractor's payroll period.

A recipient must review the weekly certified payroll documentation it receives from its subrecipients, contractors and subcontractors on an ongoing basis. See 29 C.F.R. sections 3.3-3.4. If a subrecipient receives the original payroll documents, the subrecipient should review these documents and forward the original documents to the recipient on a weekly basis within the time period described above.

The recipient must maintain in its files the original Davis-Bacon Act payroll records it prepares for itself, as well as those prepared by subrecipients, contractors, and subcontractors. The recipient is not required to submit any of the payroll documents to the BTOP Grants Office unless the assigned Grants Officer makes a request for such records. The payroll records must be maintained so as to be easily accessed by BTOP Grants Officers and by other duly authorized officials. The recipient must retain these records as provided in the Department of Commerce (DOC) Uniform

Administrative Requirements for Grants and Cooperative Agreements, 15 C.F.R. section 14.53 or 24.42, as applicable, generally for the later of three years after closeout of the award, or until any litigation, claim, or audit is resolved.

Enforcement and Penalties

Violation of the requirements of Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts is a serious offense. Compliance is subject to audit during OMB Circular A-133 audits (including program-specific audits) of BTOP grant recipients and subrecipients, as well as audits and investigations by the DOC Office of Inspector General, the Government Accountability Office (GAO), the DOL Wage and Hour Division, and other duly authorized officials. A violation of the Davis-Bacon Act wage requirements may lead NTIA to impose appropriate enforcement action in connection with a BTOP grant award, up to and including suspension or termination of the award. In addition, contracting parties are subject to payment of back wages, and suspension or debarment from future contracts for a period of up to three years. Monetary damages may also apply. Falsification of certified payroll records or the required kickback of wages may subject a violator to civil or criminal prosecution, the penalty for which may include fines and/or imprisonment.

EXHIBIT F

ELIGIBLE AND RESTRICTED USES OF CSLFRF FUNDS

As described in the CSLFRF statute and summarized above, there are four enumerated eligible uses of CSLFRF award funds. As a recipient of an award under the CSLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of CSLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the CSLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

- A framework for determining whether a project "responds to" a "negative economic impact" caused by the COVID-19 public health emergency;
- Definitions of "eligible employers", "essential work," "eligible workers", and "premium pay" for cases where premium pay is an eligible use;
- A definition of "general revenue" and a formula for calculating revenue lost due to the COVID-19 public health emergency;
- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds; and,
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth.

Treasury's Interim Final Rule also provides more information on four important restrictions on use of CSLFRF award funds: recipients may not deposit CSLFRF funds into a pension fund; recipients that are States or territories may not use CSLFRF funds to offset a reduction in net tax revenue caused by the recipient's change in law, regulation, or administrative interpretation; and, recipients may not use CSLFRF funds as non-Federal match where prohibited. In addition, the Interim Final Rule clarifies certain uses of CSLFRF funds outside the scope of eligible uses, including that recipients generally may not use CSLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's Interim Final Rule for more information on these restrictions.

EXHIBIT G

CSFRF SUBRECIPIENT QUARTERLY REPORT

1. CSFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

- 1.1 The CSFRF Subrecipient Quarterly Report Workbook must be submitted to the STATE within ten (10) calendar days following each quarter ended September, December, March and June.

Item # 5

Approval to enter into a Cooperative
Purchasing Agreement with Omnia
Partners, A-23-046

Meeting Date: 12/21/2023

STAFF SUMMARY

REQUESTED BY: Analicia Nieto, CPO
Purchasing Director

ACTION REQUIRED: Approve Cooperative Purchasing Agreement, A-23-046

SUMMARY: Omnia Partners is a private cooperative purchasing agency that issues and awards solicitations such as bids and RFPs. These awarded solicitations are available for use by local public bodies, like ourselves, as long as the governing body approves a cooperative purchasing agreement per NMSA 1: 13-1-135 Cooperative Procurement Authorized.

“NMSA 1: 13-1-135: Any state agency or local public body may either participate in, sponsor or administer a cooperative procurement agreement for the procurement of any services, construction or items of tangible personal property with any other state agency, local public body or external procurement unit in accordance with an agreement entered into and approved by the governing authority of each of the state agencies, local public bodies or external procurement units involved.”

Legal has reviewed. Staff recommends approval.

SUPPORT DOCUMENTS: Master Intergovernmental Cooperative Purchasing Agreement



Become A Participant

A-23-046



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) (<https://www.omniapartners.com/publicsector>) or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA

PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.
12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

- By checking this box, I indicate that I have read and agree to the Terms and Conditions
- By checking this box, I indicate that I have read and understand our [Privacy Notice](https://info.omniapartners.com/hubfs/Policies/OMNIA-Partners-Website-Privacy-Notice.pdf?hsLang=en) (<https://info.omniapartners.com/hubfs/Policies/OMNIA-Partners-Website-Privacy-Notice.pdf?hsLang=en>) and accept and agree to be bound by these [Terms of Use](https://info.omniapartners.com/hubfs/Policies/OMNIA-Partners-Terms-of-Use.pdf?hsLang=en) (<https://info.omniapartners.com/hubfs/Policies/OMNIA-Partners-Terms-of-Use.pdf?hsLang=en>)

CONTINUE

AGENDA ITEM: 6
MEETING DATE: December 21, 2023

Resolution R 23-054
Condemnation Resolution.

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Planning and Zoning Department

ACTION REQUESTED: To approve Resolution R23-054.

ITEM SUMMARY:

These properties have been a menace to the surrounding communities for years. Staff has received numerous complaints from neighbors regarding unsafe, damaged and dilapidated buildings and structures, rubbish, debris and wreckage. After numerous letters and attempts by staff to resolve these issues with the property owners, staff has determined the final course of action must be to condemn and clean these properties for the health, safety, and general welfare of the community.

Under NM Stat 3-18-5 a municipality or county (NM Stat 4-37-1) may by resolution find that the ruined, damaged, and dilapidated structure or premise is a menace to the public comfort, health, peace and safety, and require the removal and disposal of the structure, ruins, rubbish, wreckage or debris.

Upon approval, staff shall service a copy of the resolution to the owner by certified mail, return receipt; and shall post the Resolution on the property, and shall advertise the Resolution, one time, in the local newspaper. After which, owners will have ten (10) days to respond and/or request a public hearing concerning their property.

In order to keep costs reasonable, removal and disposal may be conducted by the County Road Department. The cost of the removal and disposal of the waste shall constitute a lien against the property by the county.

SUPPORT DOCUMENTS: Resolution R 23-054 along with Exhibit "A" and documentation of both sites.

SUMMARY BY: Louis Jaramillo

TITLE: Planning and Zoning Director

RESOLUTION NO. R-23-054

Condemnation Resolution

A RESOLUTION DECLARING CERTAIN PROPERTIES, BUILDINGS, OR STRUCTURES TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE REQUIRING THE DEMOLITION AND/OR REMOVAL OF DAMAGED AND DILAPIDATED BUILDINGS, STRUCTURES, RUINS, RUBBISH, WRECKAGE, OR DEBRIS; PROVIDING THAT THE COUNTY SHALL PLACE A LIEN FOR THE COST OF DEMOLITION AND /OR REMOVAL; AND PRESCRIBING THE PROCEDURES INCIDENTAL TO SUCH REMOVAL/DEMOLITION.

WHEREAS, it is the opinion of the Board of Chaves County Commissioners, Chaves County, New Mexico that those certain buildings or structures upon the premises located as follows and purportedly owned of record by the parties hereinafter named, are and have become in such state of disrepair, damage, and dilapidation as to be a menace to the public health, safety and general welfare of the community; and further, that it is in the public interest to require the removal thereof, according to law, by reason of condition or conditions set forth in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED:

1. That the buildings, structures, and properties set forth in Exhibit "A" are declared to be in such a state of disrepair, damage, and dilapidation as to constitute a dangerous building with the purview of Article 3-18-5 (NMSA, 1978), as well as being a public nuisance prejudicial to the public health, safety and general welfare.
2. That such dangerous buildings or structures be removed, as they cannot be reasonably be repaired, so that they no longer pose a threat to the general safety and welfare of the public.
3. That any ruins, rubbish, wreckage, or debris be removed from the property so that the threat no longer exists.
4. That the owners, occupants, or agents in charge of said property are hereby ordered to, and required to remove such dangerous buildings, structures, ruins, rubbish, wreckage, or debris within a reasonable time not to exceed ten (10) days from the receipt of notice by certified mail or from date of publication of this resolution as hereinafter provided.
5. If such removal is not commenced by the owner, occupant or agent, or that written objection requesting a hearing is not filed with the County Clerk, within ten (10) days after having been served a copy of this resolution by certified mail or by publication, the County Manager is hereby authorized and directed to cause such dangerous buildings, structures, ruins, rubbish, wreckage or debris to be removed at the sole cost and expense of the owner, owners, or other parties having an interest in said property; and further, that the reasonable cost of such removal shall be and shall become a subsisting and valid lien against such property so removed, and the lot, parcel, or land from which such removal is

made. Alternatively, the County Manager may act pursuant to Article 3-18-5 (g) (NMSA,1978) and cause the dangerous buildings, structures, ruins, rubbish, wreckage, or debris to be removed and grant to the person removing such materials the legal title to all salvageable materials in lieu of all other compensation.

6. If any aggrieved owner or other interested party shall file their protest within the time herein provided requesting hearing on the matter, the Board of Chaves County Commissioners shall fix a date for hearing, at which time said Protestants shall be entitled to be heard in person or by agent or attorney. The Board of Chaves County Commissioners shall consider evidence whether its previous action shall be enforced.
7. Upon the adoption of this resolution, it shall be the duty of the Code Enforcement Officer to notify the owner, occupant, or agent in charge of the property, buildings, or structures of the adoption of this resolution by serving a copy upon him by certified mail, return mail requested; hereinabove provided, such notice may be served by posting a copy of this resolution upon the subject property, followed by legal publication of said resolution one time in a newspaper of general circulation within the County.

PASSED, APPROVED, ADOPTED AND SIGNED this 21th day of December 2023.

BOARD OF CHAVES COUNTY COMMISSIONERS:

Jeff Bilberry, Chairman

T. Calder Ezzel Jr., Vice-Chairman

Dara Dana, Member

Richard C. Taylor, Member

Michael Perry, Member

ATTEST:

Cindy Fuller
County Clerk

<u>Site Address</u>	<u>Property Owner</u>
1.	
6217 Devonian St.	Charles Jr. & Patty Noriega
UPC # 4137054175512000000	1801 N Union Avenue Roswell, NM 88201
Legal Description: Lot 11 of ABO Industrial Sites: BK 725 PG 1122 QCDJT	
2.	
5493 Seward Ave.	Ernest & Codi Tricarico
UPC # 4136057476199000000	1100 E. Malamute Roswell, NM 88201
Legal Description: Lot: 10 Block: 1 of Stacy Subdivision BK: 636 PG: 109 WD	

DOCUMENTATION OF 6217 DEVONIAN STREET



STRUCTURE FIRE IN A MOBILE HOME. NOVEMBER 2023

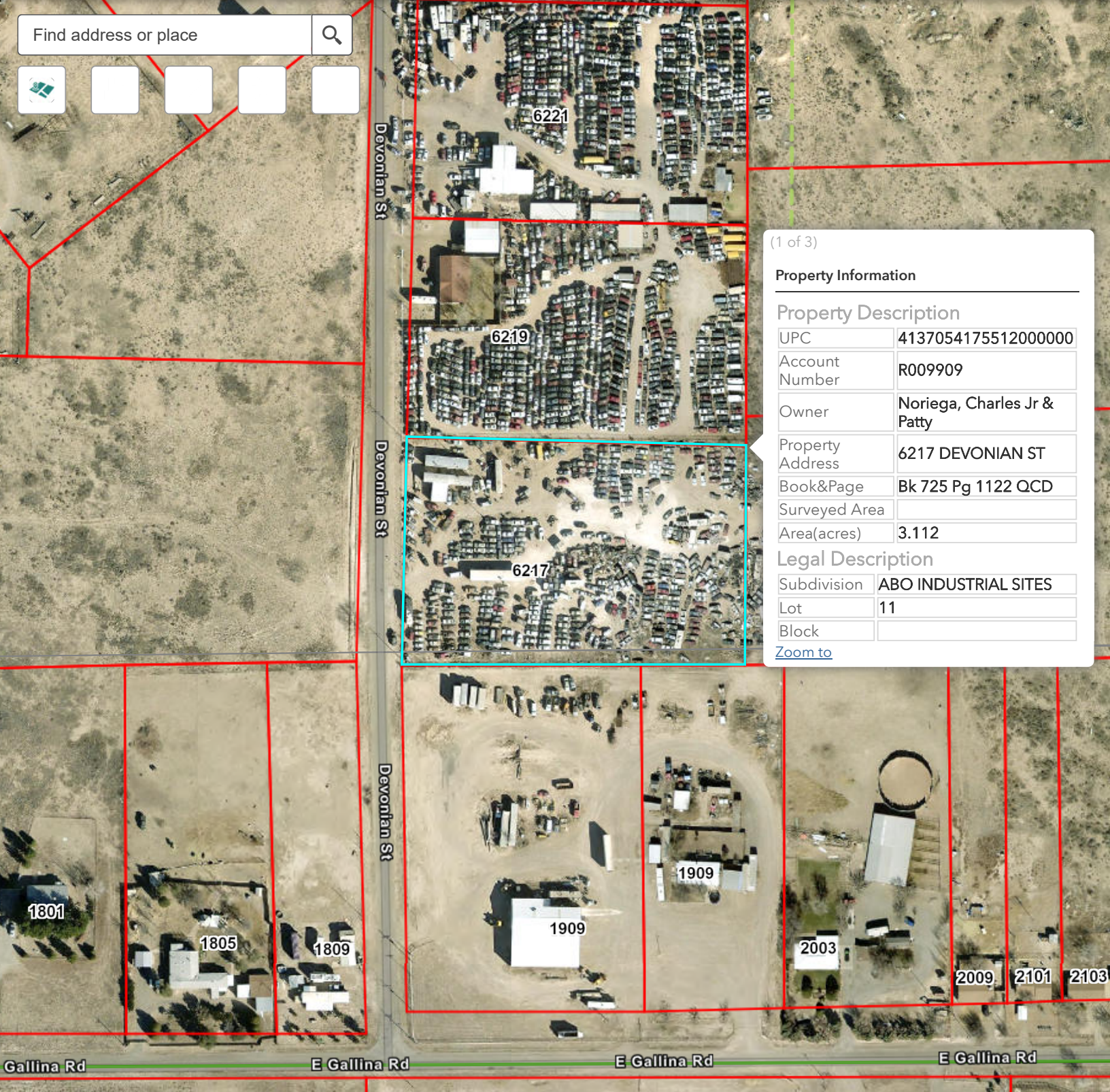








Find address or place



(1 of 3)

Property Information

Property Description

UPC	4137054175512000000
Account Number	R009909
Owner	Noriega, Charles Jr & Patty
Property Address	6217 DEVONIAN ST
Book&Page	Bk 725 Pg 1122 QCD
Surveyed Area	
Area(acres)	3.112

Legal Description

Subdivision	ABO INDUSTRIAL SITES
Lot	11
Block	

[Zoom to](#)



0 100 200ft

DOCUMENTATION OF 5493 SEWARD ROAD



NORTH SIDE OF THE HOME. THE BACK HALF IS BROKEN.



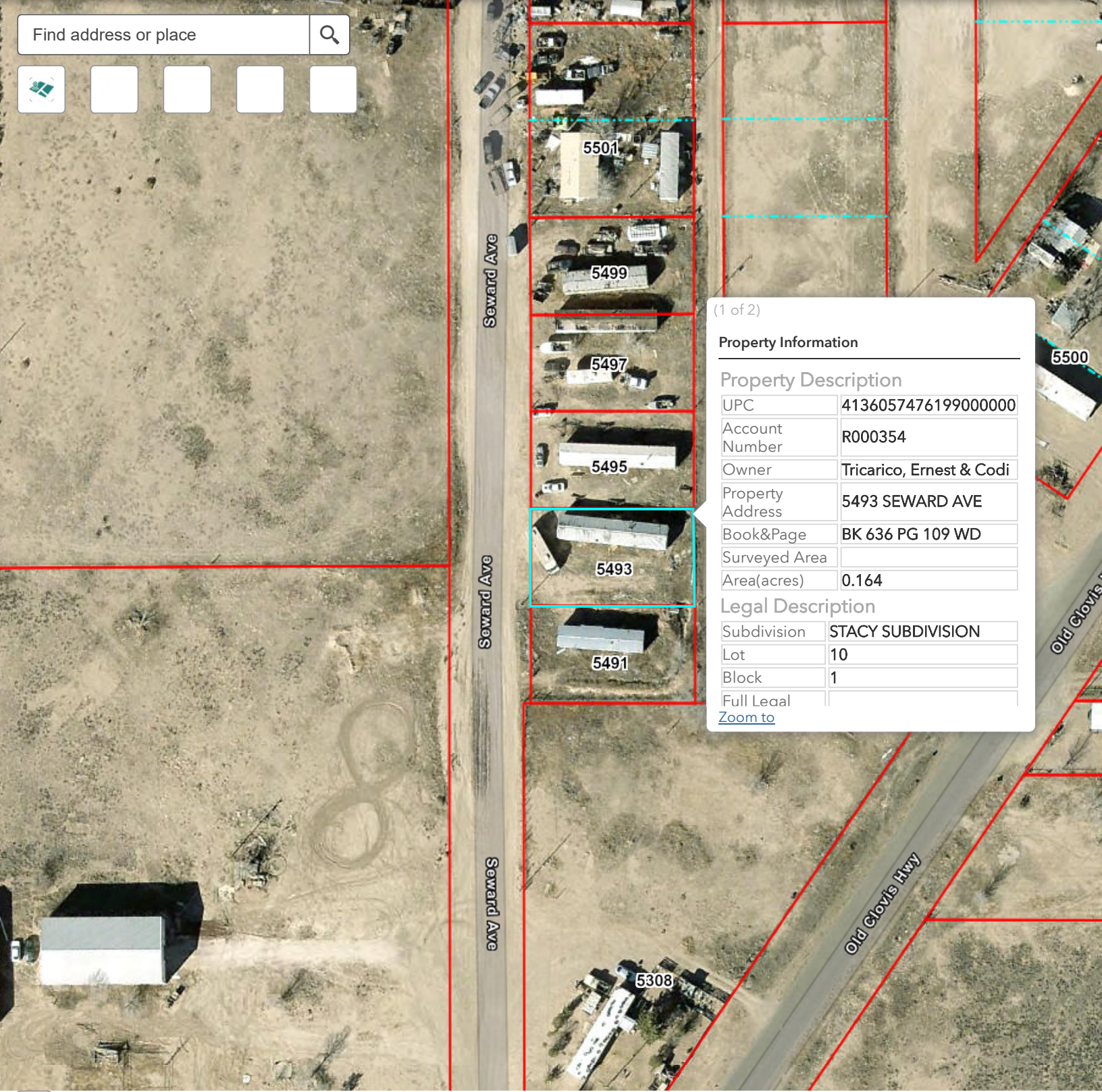


CEILING COLLAPSING





Find address or place



(1 of 2)

Property Information

Property Description

UPC	4136057476199000000
Account Number	R000354
Owner	Tricarico, Ernest & Codi
Property Address	5493 SEWARD AVE
Book&Page	BK 636 PG 109 WD
Surveyed Area	
Area(acres)	0.164

Legal Description

Subdivision	STACY SUBDIVISION
Lot	10
Block	1
Full Legal	

[Zoom to](#)



0 50 100ft

AGENDA ITEM: 7

Resolution R-23-055
Appointment to the County
Valuation Protest Board

MEETING DATE: December 21, 2023

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Bill Williams

ACTION REQUESTED: Appoint Valuation Protest Board Members

ITEM SUMMARY:

New Mexico Law requires the Board of County Commissioners to appoint two members to the Valuation Protest Board. An employee of the State Property Tax Division will also serve as a member of the Board. Additionally, the County is required to provide two alternate members to the Board.

Bud Kunkle, and Riley Armstrong are both willing to serve as members of the Valuation Protest Board, and Boyd Barrett, and William (Bill) Davis are willing to serve as alternates. These Members will serve for two years, 2024 and 2025.

SUPPORT DOCUMENTS: Resolution R-23-055

SUMMARY BY: Bill Williams

TITLE: County Manager

RESOLUTION R-23-055
APPOINTMENT TO THE COUNTY VALUATION PROTEST BOARD

WHEREAS, the Chaves County Board of Commissioners is required by State law, NMSA 1978 Section 7-38-25 (1997), to appoint members to the County Valuation Protest Board, and

WHEREAS, these Board members shall serve for a period of two years, 2024 and 2025, and

WHEREAS, this Board is made up of two members appointed by the County Commission and one member of the State Property Tax Division, and

WHEREAS, Mr. Bud Kunkle and Mr. Riley Armstrong are willing to serve on the County Valuation Protest Board, and

WHEREAS, Mr. Boyd Barrett and Mr. William (Bill) Davis are willing to serve as alternates to the County Valuation Protest Board.

NOW THEREFORE BE IT RESOLVED by the Board of Chaves County Commissioners that Bud Kunkle and Riley Armstrong are hereby appointed as members of the County Valuation Protest Board, as primary Appraiser, and primary Public Member, respectively.

LET IF BE FURTHER RESOLVED that Boyd Barrett and William (Bill) Davis are hereby appointed as alternates to the County Valuation Protest Board, as alternate Appraiser, and Public Member, respectively.

DONE this 21st day of December, 2023.

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell, Jr., Vice-Chairman

Dara Dana, Member

Richard C Taylor, Member

Michael Perry, Member

ATTEST:

Cindy Fuller
County Clerk

AGENDA ITEM: 8

Resolution R-23-056
Standing With Israel

MEETING DATE: December 21, 2023

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Bill Williams, County Manager

ACTION REQUESTED: Approve Resolution Standing with Israel

ITEM SUMMARY:

This resolution acknowledges that the Chaves County Board of Commissioners stands with Israel as it defends itself against the barbaric war launched by Hamas and other terrorists. The text of this Resolution is primarily the text from House Resolution 771, submitted on October 25, 2023. It did not need restating, as it was an eloquent presentation of the facts.

Staff recommends approval. Staff further recommends forwarding this Resolution to our US Congressional Representatives and Senators

SUPPORT DOCUMENTS: Resolution R-23-056

SUMMARY BY: William B. Williams

TITLE: County Manager

**RESOLUTION R-23-056
STANDING WITH ISRAEL**

WHEREAS, on October 7, 2023, Hamas terrorists launched a massive, unprovoked war on Israel by air, land, and sea, including firing thousands of rockets; and

WHEREAS, this heinous assault took place just after the 50th anniversary of the start of the multi-front 1973 Yom Kippur War against Israel; and

WHEREAS, Hamas terrorists crossed the land border and began slaughtering Israelis and abducting hostages in towns in southern Israel, including children and the elderly; and

WHEREAS, since October 7, 2023 Hamas has launched thousands of rockets into southern and central Israel; and

WHEREAS, since October 7th, 2023 Hamas terrorists have killed and injured thousands of Israelis, including American citizens ; and

WHEREAS, since October 7, 2023 Hamas is directly responsible for the deaths of tens of thousands of Palestinians; and

WHEREAS, expansion of the war to other fronts by Hezbollah, Iran, or others would create an even more devastating regional catastrophe; and

WHEREAS, Hamas is a United States-designated Foreign Terrorist Organization; and

WHEREAS, Iran has long provided support to Hamas and other terrorist groups and proxies, and prior United States Government unclassified assessments indicated that "Iran has historically provided up to \$100 million annually in combined support to Palestinian terrorist groups, including Hamas, Palestinian Islamic Jihad, and the popular front for the liberation of Palestine-General Command; and

WHEREAS, Hamas used rudimentary, civilian equipment, such as bulldozers, paragliders, and rubber boats in its assault on Israel, demonstrating the importance of fully enforcing tight controls on what materials go into the Gaza Strip, including through thorough vetting of assistance.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Chaves County stands with Israel as it defends itself against the barbaric war launched by Hamas and other terrorists.

LET IT FURTHER BE RESOLVED, the Board of Chaves County Commissioners:

1. Reaffirms Israel's right to self-defense.
2. Unequivocally, condemns Hamas' brutal war against Israel, and calls on all countries to do the same.
3. Calls on Hamas to immediately cease these violent attacks and safely release all living hostages and return the bodies of those deceased.
4. Mourns the lives lost, prays for the healing of the wounded, and prays for the safe release of hostages due to the unprovoked attack on Israel by Hamas.
5. Urges full enforcement of the Taylor Force Act and other restrictions in United States law to prevent United States Foreign assistance from benefitting terrorists, directly or indirectly.
6. Condemns Iran's support for terrorist groups and proxies, including Hamas and Palestinian Islamic Jihad.

Done this 21st day of December, 2023.

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell Jr., Vice-Chairman

Dara Dana, Member

Richard C. Taylor, Member

Michael Perry, Member

ATTEST:

Cindy Fuller
County Clerk

AGENDA ITEM: 9

Resolution R-23-057
Approving Changes to Personnel
Charts

MEETING DATE: December 21, 2023

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Emma Dominguez

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

This resolution incorporates the increase of General Wage Schedule Chart C, Leo Wage Schedule Chart D, Level L, Detention Wage Schedule Chart E, Information Technologies Wage Schedule Chart F, Road and Flood Wage Schedule Chart G and the elimination of Executive Chart H. Updating Charts A, A-1, and B. The renaming of 2 Facility Maintenance Positions to Groundskeeper, the renaming of Executive Secretary, Planning & Zoning Executive Assistant and Public Services Administrator to Administrative Assistant, and the renaming of Benefits Administrator to HR Generalist. The Position Specification Summary has been updated for the above renamed positions. The five (5) Detention Officer positions changed to Part-Time have been changed back to Full-Time positions. The budget also includes an increase for At-Will Positions that are below the minimum starting salary range, including the Facility Maintenance Director, Road Operations Director, Purchasing Director, HR Director, and Assistant Finance Director. The County also desires to pick up the 10% insurance premium increase for Chaves County Employees not included in the Collective Bargaining Agreement.

Staff recommends approval of Resolution R-23-057.

SUPPORT DOCUMENTS: Resolution R-23-057
Chart A & A-1, Chart B, Chart C, Chart D, Chart E,
Chart F, and Chart G
Position Specification Summary for: Groundskeeper,
Administrative Assistant FM, Administrative Assistant
P&Z, Administrative Assistant Public Services and HR
Generalist.

SUMMARY BY: Emma Dominguez

TITLE: Human Resources Director

RESOLUTION R-23-057
APPROVING CHANGES TO PERSONNEL CHARTS

WHEREAS, Chaves County Ordinance #8, the Chaves County Personnel Policy requires approval by resolution of the Chaves County Commission for certain personnel changes, and

WHEREAS, the final budget for fiscal year 2023-2024 was approved at the July 27, 2023 Commission meeting and;

WHEREAS, the following Charts have been increased, General Wage Schedule Chart C, Leo Wage Schedule Chart D, Level L only, Detention Wage Schedule Chart E, Information Technologies Wage Schedule Chart F, Road and Flood Wage Schedule Chart G and;

WHEREAS, the following Chart has been eliminated, Executive Chart H and;

WHEREAS, the following Chart has been updated, Chart A, A-1, and B and;

WHEREAS, the following positions have been renamed: 2 Facility Maintenance Positions renamed to Groundskeeper, Executive Secretary renamed Administrative Assistant FM, Executive Assistant P&Z renamed Administrative Assistant P&Z, Public Services Administrator renamed Administrative Assistant Public Services, Benefits Administrator renamed HR Generalist and;

WHEREAS, the Position Specification Summary for the Groundskeeper, Administrative Assistant FM, Administrative Assistant P&Z, Administrative Assistant Public Services, and HR Generalist has been updated accordingly, and;

WHEREAS, the following positions have been changed: five (5) Detention Officer positions have been changed back to Full-Time from Part-Time, and;

WHEREAS, the Budget also included an increase for the At-Will positions that are below the minimum starting salary range including Facility Maintenance Director, Road Operations Director, Purchasing Director, Human Resources Director, Assistant Finance Director and;

WHEREAS, Personnel Charts have been modified accordingly.

WHEREAS, The State of New Mexico mandated a 10% insurance premium increase effective January 1, 2024 and;

WHEREAS, Chaves County desires to pick up the 10% insurance premium increase for Chaves County Employees not included in the Collective Bargaining Agreement and;

NOW THEREFORE BE IT RESOLVED by the Board of Chaves County Commissioners that the Personnel Charts reflect changes listed above effective January 08, 2024.

DONE this 21st day of December 2024.

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell, Vice-Chairman

ATTEST:

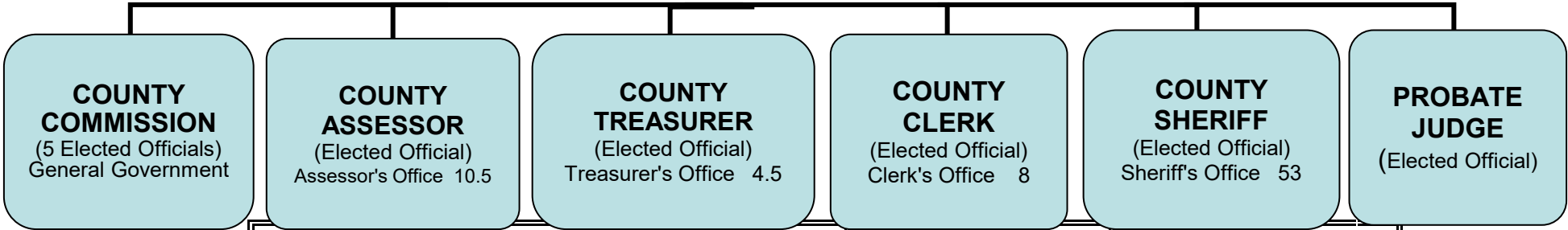
Dara Dana, Member

Michael J. Perry, Member

Cindy Fuller
County Clerk

Richard C. Taylor, Member

CHART A
 CHAVES COUNTY GOVERNMENT
 ORGANIZATIONAL STRUCTURE &
 MANPOWER ALLOCATION
FY 23-24
EFFECTIVE 01/08/2024



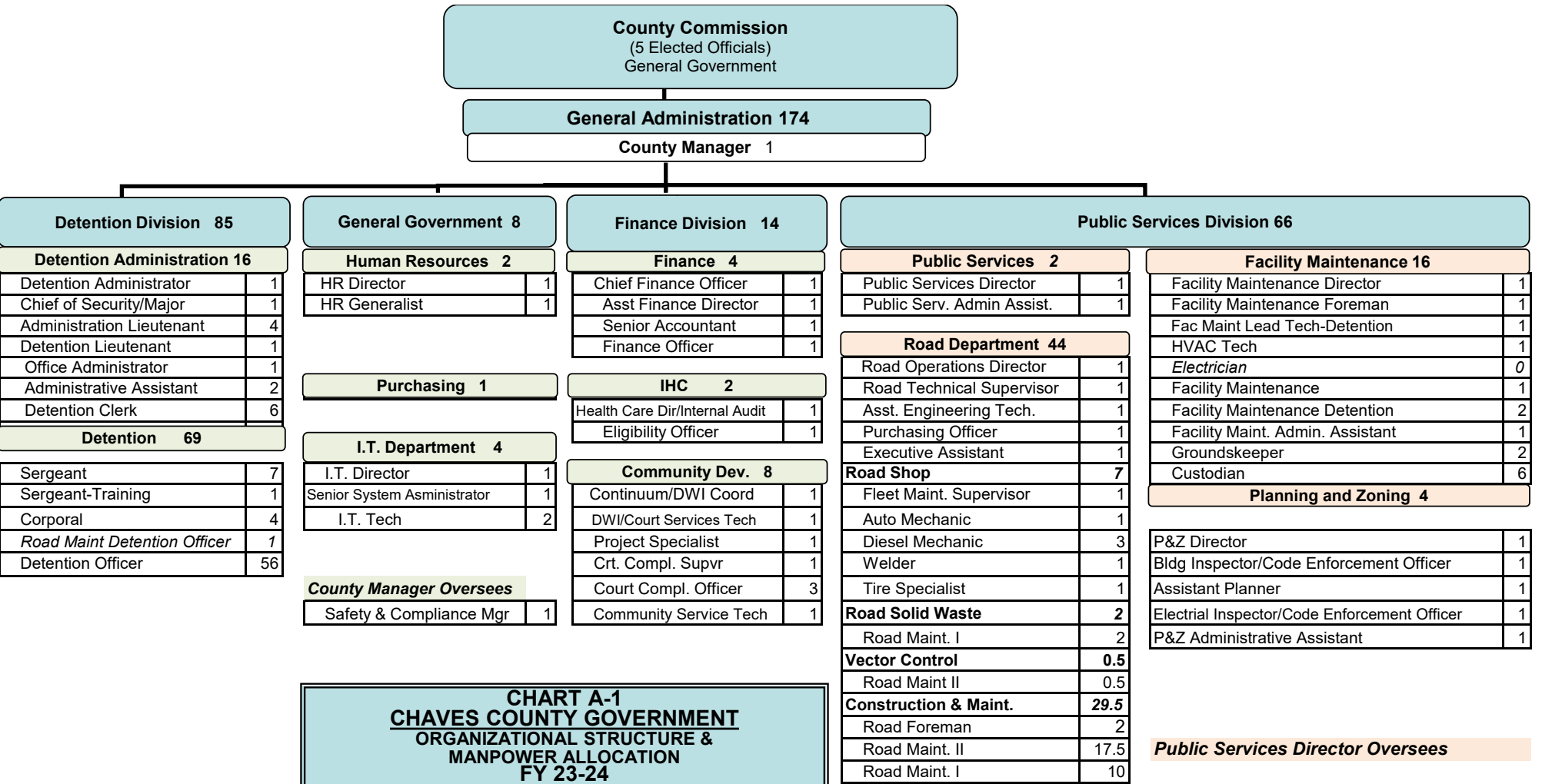
Chief Deputy	1
Administration	5.5
Deputy Assessor	3.5
Assessors Office Administrator	1
GIS Parcel Mapper	1
Property Appraisal	4
Chief Appraiser	1
Appraiser	3

Chief Deputy	1
Senior Accountant	1
Deputy Treasurer	2.5

Chief Deputy	1
B.O.E. Chief	1
B.O.E. Deputy	1
Recording & Filing	1
Probate Clerk Deputy	1
Deputy Clerk	3

Chief Deputy	1
Administration	14
Sheriff's Administrator	1
Lieutenant	4
Sheriff Clerk	4
Animal Control Ofc.	2
Civil Process Server	1
Civil Records Assistant	1
Evidence Custodian	1
Patrol/Investigation	38
Sergeant	4
Deputy Patrol	17
Deputy SRO	2
Desk Deputy	1
CID	4
Narcotics	2
Court Security/Transports	6
Civil	2

Total Elected Officials 10			
Commissioners	5	Probate Judge	1
Sheriff	1	Assessor	1
Clerk	1	Treasurer	1
Chaves County Government Employees			
Total Authorized Positions		251	
Commission Employees		175	
Elected Official Employees		76	



**CHART A-1
CHAVES COUNTY GOVERNMENT
ORGANIZATIONAL STRUCTURE &
MANPOWER ALLOCATION
FY 23-24
EFFECTIVE DATE 01/08/2024**

CHAVES COUNTY GOVERNMENT EMPLOYEES	
TOTAL AUTHORIZED POSITIONS	251
COMMISSION EMPLOYEES	175
ELECTED OFFICIAL EMPLOYEES	76

Flood Control 12

CHART B - EFFECTIVE 01/08/2024

GENERAL WAGE & POSITION CLASSIFICATION CHART FY 23/24

WAGE LEVEL	WAGE AMOUNT	GENERAL GOVERNMENT	ROAD	DETENTION	TREASURER	ASSESSOR	CLERK	SHERIFF	FLOOD
N	\$57,844.80-\$86,840.00 \$27.81-\$41.75/HR	Safety & Compliance Manager (E)				Chief Appraiser (E)			
M	\$53,560.00-\$76,897.60 \$25.75-\$36.97/HR	Building Inspector/Code Enforcement Officer (E), Electrical Inspector/Code Enforcement Officer (E)							
L	\$46,321.60-\$69,659.20 \$22.27-\$33.49/HR	Court Compliance Supervisor (E), FM Foreman				GIS Parcel Mapper (E)	BOE Chief (E)		
K	\$45,198.40-\$67,828.80 \$21.73-\$32.61/HR		Executive Assistant						Executive Assistant
J	\$44,075.20-\$66,352.00 \$21.19-\$31.90/HR	DWI Program Coordinator (E), FM Lead Technician							
I	\$43,014.40-\$64,584.00 \$20.68-\$31.05/HR	HR Generalist, HVAC Technician, Senior Accountant			Senior Accountant				
H	\$40,934.40-\$61,443.20 \$19.68-\$29.54/HR	Project Specialist, Assistant Planner		Office Administrator (E)		Assessor's Office Administrator (E)			
G	\$38,958.40-\$58,406.40 \$18.73-\$28.08/HR	Court Compliance Officer							
F	\$36,171.20-\$54,225.60 \$17.39-\$26.07/HR					Appraiser			
E	\$35,297.60-\$52,977.60 \$16.97-\$25.47/HR	Admin. Assistant P&Z, Admin. Assistant FM, Admin. Assistant Public Services, Finance Officer						Property & Evidence Custodian	
D	\$34,424.00-\$52,811.20 \$16.55-\$25.39/HR			Detention Clerk			BOE Deputy, Recording & Filing Supervisor	Animal Control Officer, Civil Process Server, Sheriff Clerk	
C	\$33,113.60-\$50,793.60 \$15.92-\$24.42/HR				Deputy Treasurer	Deputy Assessor	Deputy Clerk, Probate Clerk Deputy	Civil Records Assistant	
B	\$32,240.00-\$48,859.20 \$15.50-\$23.49/HR	Eligibility Officer, Community Service Tech, DWI/Court Services Tech, Groundskeeper							
A	\$31,200.00-\$42,515.20 \$15.00-\$20.44/HR	Custodian							

AT-WILL POSITIONS	
County Manager	Facility Maintenance Director
Public Services Director	Road Operations Director
Chief Financial Officer	Chief of Security/Major
Detention Administrator	Healthcare Director/Financial
Flood Superintendent	Internal Auditor
Human Resources Director	Assistant Finance Director
IT Director	Purchasing Director
Planning & Zoning Director	Sheriff's Administrator (Appointed by Sheriff)

Legend:
(E) Exempt Position
At-Will-Appointed, serves at the
pleasure of the County Manager
or Elected Official

**CHAVES COUNTY GENERAL WAGE SCHEDULE
CHART C**

Effective Date: **January 8, 2024**

Level	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
	ANNUAL	57,844.80	59,550.40	61,256.00	62,961.60	64,667.20	66,372.80	68,078.40	69,784.00	71,489.60	73,195.20	74,900.80	76,606.40	78,312.00	80,017.60	81,723.20	83,428.80	85,134.40	86,840.00
N	BI-WEEKLY	2,224.80	2,290.40	2,356.00	2,421.60	2,487.20	2,552.80	2,618.40	2,684.00	2,749.60	2,815.20	2,880.80	2,946.40	3,012.00	3,077.60	3,143.20	3,208.80	3,274.40	3,340.00
	HOURLY	27.81	28.63	29.45	30.27	31.09	31.91	32.73	33.55	34.37	35.19	36.01	36.83	37.65	38.47	39.29	40.11	40.93	41.75
	ANNUAL	53,560.00	54,932.80	56,305.60	57,678.40	59,051.20	60,424.00	61,796.80	63,169.60	64,542.40	65,915.20	67,288.00	68,660.80	70,033.60	71,406.40	72,779.20	74,152.00	75,524.80	76,897.60
M	BI-WEEKLY	2,060.00	2,112.80	2,165.60	2,218.40	2,271.20	2,324.00	2,376.80	2,429.60	2,482.40	2,535.20	2,588.00	2,640.80	2,693.60	2,746.40	2,799.20	2,852.00	2,904.80	2,957.60
	HOURLY	25.75	26.41	27.07	27.73	28.39	29.05	29.71	30.37	31.03	31.69	32.35	33.01	33.67	34.33	34.99	35.65	36.31	36.97
	ANNUAL	46,321.60	47,694.40	49,067.20	50,440.00	51,812.80	53,185.60	54,558.40	55,931.20	57,304.00	58,676.80	60,049.60	61,422.40	62,795.20	64,168.00	65,540.80	66,913.60	68,286.40	69,659.20
L	BI-WEEKLY	1,781.60	1,834.40	1,887.20	1,940.00	1,992.80	2,045.60	2,098.40	2,151.20	2,204.00	2,256.80	2,309.60	2,362.40	2,415.20	2,468.00	2,520.80	2,573.60	2,626.40	2,679.20
	HOURLY	22.27	22.93	23.59	24.25	24.91	25.57	26.23	26.89	27.55	28.21	28.87	29.53	30.19	30.85	31.51	32.17	32.83	33.49
	ANNUAL	45,198.40	46,529.60	47,860.80	49,192.00	50,523.20	51,854.40	53,185.60	54,516.80	55,848.00	57,179.20	58,510.40	59,841.60	61,172.80	62,504.00	63,835.20	65,166.40	66,497.60	67,828.80
K	BI-WEEKLY	1,738.40	1,789.60	1,840.80	1,892.00	1,943.20	1,994.40	2,045.60	2,096.80	2,148.00	2,199.20	2,250.40	2,301.60	2,352.80	2,404.00	2,455.20	2,506.40	2,557.60	2,608.80
	HOURLY	21.73	22.37	23.01	23.65	24.29	24.93	25.57	26.21	26.85	27.49	28.13	28.77	29.41	30.05	30.69	31.33	31.97	32.61
	ANNUAL	44,075.20	45,385.60	46,696.00	48,006.40	49,316.80	50,627.20	51,937.60	53,248.00	54,558.40	55,868.80	57,179.20	58,489.60	59,800.00	61,110.40	62,420.80	63,731.20	65,041.60	66,352.00
J	BI-WEEKLY	1,695.20	1,745.60	1,796.00	1,846.40	1,896.80	1,947.20	1,997.60	2,048.00	2,098.40	2,148.80	2,199.20	2,249.60	2,300.00	2,350.40	2,400.80	2,451.20	2,501.60	2,552.00
	HOURLY	21.19	21.82	22.45	23.08	23.71	24.34	24.97	25.60	26.23	26.86	27.49	28.12	28.75	29.38	30.01	30.64	31.27	31.90
	ANNUAL	43,014.40	44,283.20	45,552.00	46,820.80	48,089.60	49,358.40	50,627.20	51,896.00	53,164.80	54,433.60	55,702.40	56,971.20	58,240.00	59,508.80	60,777.60	62,046.40	63,315.20	64,584.00
I	BI-WEEKLY	1,654.40	1,703.20	1,752.00	1,800.80	1,849.60	1,898.40	1,947.20	1,996.00	2,044.80	2,093.60	2,142.40	2,191.20	2,240.00	2,288.80	2,337.60	2,386.40	2,435.20	2,484.00
	HOURLY	20.68	21.29	21.90	22.51	23.12	23.73	24.34	24.95	25.56	26.17	26.78	27.39	28.00	28.61	29.22	29.83	30.44	31.05
	ANNUAL	40,934.40	42,140.80	43,347.20	44,553.60	45,760.00	46,966.40	48,172.80	49,379.20	50,585.60	51,792.00	52,998.40	54,204.80	55,411.20	56,617.60	57,824.00	59,030.40	60,236.80	61,443.20
H	BI-WEEKLY	1,574.40	1,620.80	1,667.20	1,713.60	1,760.00	1,806.40	1,852.80	1,899.20	1,945.60	1,992.00	2,038.40	2,084.80	2,131.20	2,177.60	2,224.00	2,270.40	2,316.80	2,363.20
	HOURLY	19.68	20.26	20.84	21.42	22.00	22.58	23.16	23.74	24.32	24.90	25.48	26.06	26.64	27.22	27.80	28.38	28.96	29.54
	ANNUAL	38,958.40	40,102.40	41,246.40	42,390.40	43,534.40	44,678.40	45,822.40	46,966.40	48,110.40	49,254.40	50,398.40	51,542.40	52,686.40	53,830.40	54,974.40	56,118.40	57,262.40	58,406.40
G	BI-WEEKLY	1,498.40	1,542.40	1,586.40	1,630.40	1,674.40	1,718.40	1,762.40	1,806.40	1,850.40	1,894.40	1,938.40	1,982.40	2,026.40	2,070.40	2,114.40	2,158.40	2,202.40	2,246.40
	HOURLY	18.73	19.28	19.83	20.38	20.93	21.48	22.03	22.58	23.13	23.68	24.23	24.78	25.33	25.88	26.43	26.98	27.53	28.08
	ANNUAL	36,171.20	37,252.80	38,333.60	39,374.40	40,435.20	41,496.00	42,556.80	43,617.60	44,678.40	45,739.20	46,800.00	47,860.80	48,921.60	49,982.40	51,043.20	52,104.00	53,164.80	54,225.60
F	BI-WEEKLY	1,391.20	1,432.80	1,473.60	1,514.40	1,555.20	1,596.00	1,636.80	1,677.60	1,718.40	1,759.20	1,800.00	1,840.80	1,881.60	1,922.40	1,963.20	2,004.00	2,044.80	2,085.60
	HOURLY	17.39	17.91	18.42	18.93	19.44	19.95	20.46	20.97	21.48	21.99	22.50	23.01	23.52	24.03	24.54	25.05	25.56	26.07
	ANNUAL	35,297.60	36,337.60	37,377.60	38,417.60	39,457.60	40,497.60	41,537.60	42,577.60	43,617.60	44,657.60	45,697.60	46,737.60	47,777.60	48,817.60	49,857.60	50,897.60	51,937.60	52,977.60
E	BI-WEEKLY	1,357.60	1,397.60	1,437.60	1,477.60	1,517.60	1,557.60	1,597.60	1,637.60	1,677.60	1,717.60	1,757.60	1,797.60	1,837.60	1,877.60	1,917.60	1,957.60	1,997.60	2,037.60
	HOURLY	16.97	17.47	17.97	18.47	18.97	19.47	19.97	20.47	20.97	21.47	21.97	22.47	22.97	23.47	23.97	24.47	24.97	25.47
	ANNUAL	34,424.00	35,505.60	36,587.20	37,668.80	38,750.40	39,832.00	40,913.60	41,995.20	43,076.80	44,158.40	45,240.00	46,321.60	47,403.20	48,484.80	49,566.40	50,648.00	51,729.60	52,811.20
D	BI-WEEKLY	1,324.00	1,365.60	1,407.20	1,448.80	1,490.40	1,532.00	1,573.60	1,615.20	1,656.80	1,698.40	1,740.00	1,781.60	1,823.20	1,864.80	1,906.40	1,948.00	1,989.60	2,031.20
	HOURLY	16.55	17.07	17.59	18.11	18.63	19.15	19.67	20.19	20.71	21.23	21.75	22.27	22.79	23.31	23.83	24.35	24.87	25.39
	ANNUAL	33,113.60	34,153.60	35,193.60	36,233.60	37,273.60	38,313.60	39,353.60	40,393.60	41,433.60	42,473.60	43,513.60	44,553.60	45,593.60	46,633.60	47,673.60	48,713.60	49,753.60	50,793.60
C	BI-WEEKLY	1,273.60	1,313.60	1,353.60	1,393.60	1,433.60	1,473.60	1,513.60	1,553.60	1,593.60	1,633.60	1,673.60	1,713.60	1,753.60	1,793.60	1,833.60	1,873.60	1,913.60	1,953.60
	HOURLY	15.92	16.42	16.92	17.42	17.92	18.42	18.92	19.42	19.92	20.42	20.92	21.42	21.92	22.42	22.92	23.42	23.92	24.42
	ANNUAL	32,240.00	33,217.60	34,195.20	35,172.80	36,150.40	37,128.00	38,105.60	39,083.20	40,060.80	41,038.40	42,016.00	42,993.60	43,971.20	44,948.80	45,926.40	46,904.00	47,881.60	48,859.20
B	BI-WEEKLY	1,240.00	1,277.60	1,315.20	1,352.80	1,390.40	1,428.00	1,465.60	1,503.20	1,540.80	1,578.40	1,616.00	1,653.60	1,691.20	1,728.80	1,766.40	1,804.00	1,841.60	1,879.20
	HOURLY	15.50	15.97	16.44	16.91	17.38	17.85	18.32	18.79	19.26	19.73	20.20	20.67	21.14	21.61	22.08	22.55	23.02	23.49
	ANNUAL	31,200.00	31,865.60	32,531.20	33,196.80	33,862.40	34,528.00	35,193.60	35,859.20	36,524.80	37,190.40	37,856.00	38,521.60	39,187.20	39,852.80	40,518.40	41,184.00	41,849.60	42,515.20
A	BI-WEEKLY	1,200.00	1,225.60	1,251.20	1,276.80	1,302.40	1,328.00	1,353.60	1,379.20	1,404.80	1,430.40	1,456.00	1,481.60	1,507.20	1,532.80	1,558.40	1,584.00	1,609.60	1,635.20
	HOURLY	15.00	15.32	15.64	15.96	16.28	16.60	16.92	17.24	17.56	17.88	18.20	18.52	18.84	19.16	19.48	19.80	20.12	20.44

**CHAVES COUNTY
LEO WAGE SCHEDULE
CHART D**
EFFECTIVE DATE: January 8, 2024

Level	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
(L)	ANNUAL	74,027.20	76,668.80	79,310.40	81,952.00	84,593.60	87,235.20	89,876.80	92,518.40	95,160.00	97,801.60	100,443.20	103,084.80	105,726.40	108,368.00	111,009.60
Lieutenant	BI-WEEKLY	2,847.20	2,948.80	3,050.40	3,152.00	3,253.60	3,355.20	3,456.80	3,558.40	3,660.00	3,761.60	3,863.20	3,964.80	4,066.40	4,168.00	4,269.60
(Exempt)	HOURLY	35.59	36.86	38.13	39.40	40.67	41.94	43.21	44.48	45.75	47.02	48.29	49.56	50.83	52.10	53.37

Level	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5
(S)	ANNUAL	54,353.00	57,131.00	59,907.00	62,685.00	65,439.00
Sergeant	BI-WEEKLY	2,090.51	2,197.33	2,304.14	2,410.96	2,516.87
	HOURLY	26.14	27.47	28.80	30.14	31.46

Level	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
(D)	ANNUAL	42,568.00	44,341.00	46,092.00	47,865.00	49,616.00	51,390.00	53,163.00	54,913.00	56,687.00	58,438.00	60,211.00	62,008.00
Deputy	BI-WEEKLY	1,637.22	1,705.44	1,772.76	1,840.98	1,908.30	1,976.51	2,044.74	2,112.06	2,180.27	2,247.59	2,315.81	2,384.92
	HOURLY	20.46	21.32	22.17	23.01	23.86	24.71	25.56	26.40	27.26	28.09	28.95	29.81

Note: All promotions move up the chart to the proper level to a step with a rate no less than the previous compensation amount. Demotions move straight down. Refer to Collective Bargaining Agreement for pay increases for the Union members (Sergeant/Deputy positions). Lieutenant pay increases occur annually by moving forward one step.

Lieutenant position is Exempt.

**CHAVES COUNTY
DETENTION WAGE SCHEDULE
CHART E**

EFFECTIVE DATE: January 8, 2024

Level (DL)	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
LIEUTENANT, ADMIN. LIEUTENANT (Exempt)	ANNUAL	55,057.60	57,023.20	58,988.80	60,954.40	62,920.00	64,885.60	66,851.20	68,816.80	70,782.40	72,748.00	74,713.60	76,679.20	78,644.80	80,610.40	82,576.00
	BI-WEEKLY	2,117.60	2,193.20	2,268.80	2,344.40	2,420.00	2,495.60	2,571.20	2,646.80	2,722.40	2,798.00	2,873.60	2,949.20	3,024.80	3,100.40	3,176.00
	HOURLY	26.47	27.42	28.36	29.31	30.25	31.20	32.14	33.09	34.03	34.98	35.92	36.87	37.81	38.76	39.70
Level (DS)	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
SERGEANT, SERGEANT TRAINER	ANNUAL	46,321.60	47,975.20	49,628.80	51,282.40	52,936.00	54,589.60	56,243.20	57,896.80	59,550.40	61,204.00	62,857.60	64,511.20	66,164.80	67,818.40	69,472.00
	BI-WEEKLY	1,781.60	1,845.20	1,908.80	1,972.40	2,036.00	2,099.60	2,163.20	2,226.80	2,290.40	2,354.00	2,417.60	2,481.20	2,544.80	2,608.40	2,672.00
	HOURLY	22.27	23.07	23.86	24.66	25.45	26.25	27.04	27.84	28.63	29.43	30.22	31.02	31.81	32.61	33.40
Level (DC)	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
CORPORAL	ANNUAL	39,936.00	41,371.20	42,806.40	44,241.60	45,676.80	47,112.00	48,547.20	49,982.40	51,417.60	52,852.80	54,288.00	55,723.20	57,158.40	58,593.60	60,028.80
	BI-WEEKLY	1,536.00	1,591.20	1,646.40	1,701.60	1,756.80	1,812.00	1,867.20	1,922.40	1,977.60	2,032.80	2,088.00	2,143.20	2,198.40	2,253.60	2,308.80
	HOURLY	19.20	19.89	20.58	21.27	21.96	22.65	23.34	24.03	24.72	25.41	26.10	26.79	27.48	28.17	28.86
Level (DO, RMDO)	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
OFFICER, ROAD MAINT. DET. OFFICER	ANNUAL	37,086.40	38,417.60	39,748.80	41,080.00	42,411.20	43,742.40	45,073.60	46,404.80	47,736.00	49,067.20	50,398.40	51,729.60	53,060.80	54,392.00	55,723.20
	BI-WEEKLY	1,426.40	1,477.60	1,528.80	1,580.00	1,631.20	1,682.40	1,733.60	1,784.80	1,836.00	1,887.20	1,938.40	1,989.60	2,040.80	2,092.00	2,143.20
	HOURLY	17.83	18.47	19.11	19.75	20.39	21.03	21.67	22.31	22.95	23.59	24.23	24.87	25.51	26.15	26.79

Note: All promotions move up the chart to the proper level to a step with a rate no less than the previous compensation amount. Demotions move straight down. Pay increases annually moving forward a step. Lieutenant positions are Exempt.

**CHAVES COUNTY
INFORMATION TECHNOLOGIES WAGE SCHEDULE
CHART F**

EFFECTIVE DATE: January 8, 2024

Level	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
(ITS) Senior System Admin	ANNUAL	62,275.20	64,480.00	66,684.80	68,889.60	71,094.40	73,299.20	75,504.00	77,708.80	79,913.60	82,118.40	84,323.20	86,528.00	88,732.80	90,937.60	93,142.40
	BI-WEEKLY	2,395.20	2,480.00	2,564.80	2,649.60	2,734.40	2,819.20	2,904.00	2,988.80	3,073.60	3,158.40	3,243.20	3,328.00	3,412.80	3,497.60	3,582.40
	HOURLY	29.94	31.00	32.06	33.12	34.18	35.24	36.30	37.36	38.42	39.48	40.54	41.6	42.66	43.72	44.78
(ITT) IT Tech	ANNUAL	41,953.60	44,075.20	46,196.80	48,318.40	50,440.00	52,561.60	54,683.20	56,804.80	58,926.40	61,048.00	63,169.60	65,291.20	67,412.80	69,534.40	71,656.00
	BI-WEEKLY	1,613.60	1,695.20	1,776.80	1,858.40	1,940.00	2,021.60	2,103.20	2,184.80	2,266.40	2,348.00	2,429.60	2,511.20	2,592.80	2,674.40	2,756.00
	HOURLY	20.17	21.19	22.21	23.23	24.25	25.27	26.29	27.31	28.33	29.35	30.37	31.39	32.41	33.43	34.45

NOTE: All promotions move up the chart to the proper level to a step with a rate no less than the previous compensation amount. Pay increases annually moving forward a step. Senior System Administrator and IT Tech positions are Non-Exempt. These figures are rounded.

**CHAVES COUNTY
ROAD AND FLOOD DEPARTMENTS WAGE SCHEDULE
CHART G**

EFFECTIVE DATE: January 8, 2024

EFFECTIVE DATE: January 8, 2024																
Level (RTV) ROAD TECH SUPERVISOR	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
	(Exempt)	ANNUAL	55,057.60	57,033.60	59,009.60	60,985.60	62,961.60	64,937.60	66,913.60	68,889.60	70,865.60	72,841.60	74,817.60	76,793.60	78,769.60	80,745.60
	BI-WEEKLY	2,117.60	2,193.60	2,269.60	2,345.60	2,421.60	2,497.60	2,573.60	2,649.60	2,725.60	2,801.60	2,877.60	2,953.60	3,029.60	3,105.60	3,181.60
	HOURLY	26.47	27.42	28.37	29.32	30.27	31.22	32.17	33.12	34.07	35.02	35.97	36.92	37.87	38.82	39.77
Level (RFS) ROAD FOREMAN FLEET MAINT SUPERVISOR	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
	(Exempt)	ANNUAL	46,321.60	47,975.20	49,628.80	51,282.40	52,936.00	54,589.60	56,243.20	57,896.80	59,550.40	61,204.00	62,857.60	64,511.20	66,164.80	67,818.40
	BI-WEEKLY	1,781.60	1,845.20	1,908.80	1,972.40	2,036.00	2,099.60	2,163.20	2,226.80	2,290.40	2,354.00	2,417.60	2,481.20	2,544.80	2,608.40	2,672.00
	HOURLY	22.27	23.07	23.86	24.66	25.45	26.25	27.04	27.84	28.63	29.43	30.22	31.02	31.81	32.61	33.40
Level (RFD) MECHANIC: DEISEL WELDER	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
		ANNUAL	40,955.20	42,432.00	43,908.80	45,385.60	46,862.40	48,339.20	49,816.00	51,292.80	52,769.60	54,246.40	55,723.20	57,200.00	58,676.80	60,153.60
	BI-WEEKLY	1,575.20	1,632.00	1,688.80	1,745.60	1,802.40	1,859.20	1,916.00	1,972.80	2,029.60	2,086.40	2,143.20	2,200.00	2,256.80	2,313.60	2,370.40
	HOURLY	19.69	20.40	21.11	21.82	22.53	23.24	23.95	24.66	25.37	26.08	26.79	27.50	28.21	28.92	29.63
Level (RMW) MECHANIC: AUTO	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
		ANNUAL	39,936.00	41,371.20	42,806.40	44,241.60	45,676.80	47,112.00	48,547.20	49,982.40	51,417.60	52,852.80	54,288.00	55,723.20	57,158.40	58,593.60
	BI-WEEKLY	1,536.00	1,591.20	1,646.40	1,701.60	1,756.80	1,812.00	1,867.20	1,922.40	1,977.60	2,032.80	2,088.00	2,143.20	2,198.40	2,253.60	2,308.80
	HOURLY	19.20	19.89	20.58	21.27	21.96	22.65	23.34	24.03	24.72	25.41	26.10	26.79	27.48	28.17	28.86
Level (RMP) PURCHASING OFFICER	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
		ANNUAL	40,352.00	41,745.60	43,139.20	44,532.80	45,926.40	47,320.00	48,713.60	50,107.20	51,500.80	52,894.40	54,288.00	55,681.60	57,075.20	58,468.80
	BI-WEEKLY	1,498.40	1,552.00	1,605.60	1,659.20	1,712.80	1,766.40	1,820.00	1,873.60	1,927.20	1,980.80	2,034.40	2,088.00	2,141.60	2,195.20	2,248.80
	HOURLY	18.73	19.40	20.07	20.74	21.41	22.08	22.75	23.42	24.09	24.76	25.43	26.10	26.77	27.44	28.11
Level (RM2) OPERATOR II (FLOOD), ROAD MAINTENANCE II VECTOR CTRL., ASST. ENG TECH	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
		ANNUAL	37,086.40	38,417.60	39,748.80	41,080.00	42,411.20	43,742.40	45,073.60	46,404.80	47,736.00	49,067.20	50,398.40	51,729.60	53,060.80	54,392.00
	BI-WEEKLY	1,426.40	1,477.60	1,528.80	1,580.00	1,631.20	1,682.40	1,733.60	1,784.80	1,836.00	1,887.20	1,938.40	1,989.60	2,040.80	2,092.00	2,143.20
	HOURLY	17.83	18.47	19.11	19.75	20.39	21.03	21.67	22.31	22.95	23.59	24.23	24.87	25.51	26.15	26.79
Level (RMI) OPERATOR I (FLOOD) ROAD MAINTENANCE I	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
		ANNUAL	32,780.80	33,966.40	35,152.00	36,337.60	37,523.20	38,708.80	39,894.40	41,080.00	42,265.60	43,451.20	44,636.80	45,822.40	47,008.00	48,193.60
	BI-WEEKLY	1,260.80	1,306.40	1,352.00	1,397.60	1,443.20	1,488.80	1,534.40	1,580.00	1,625.60	1,671.20	1,716.80	1,762.40	1,808.00	1,853.60	1,899.20
	HOURLY	15.76	16.33	16.90	17.47	18.04	18.61	19.18	19.75	20.32	20.89	21.46	22.03	22.60	23.17	23.74
Level (RTS) TIRE SPECIALIST	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
		ANNUAL	31,200.00	32,323.20	33,446.40	34,569.60	35,692.80	36,816.00	37,939.20	39,062.40	40,185.60	41,308.80	42,432.00	43,555.20	44,678.40	45,801.60
	BI-WEEKLY	1,200.00	1,243.20	1,286.40	1,329.60	1,372.80	1,416.00	1,459.20	1,502.40	1,545.60	1,588.80	1,632.00	1,675.20	1,718.40	1,761.60	1,804.80
	HOURLY	15.00	15.54	16.08	16.62	17.16	17.70	18.24	18.78	19.32	19.86	20.40	20.94	21.48	22.02	22.56

Note: All promotions move up the chart to the proper level to a step with a rate no less than the previous compensation amount. Demotions move straight down. Pay increases annually moving forward a step. Road Tech Supervisor, Foreman, and Fleet Maintenance Supervisor are Exempt positions.

CHAVES COUNTY POSITION SPECIFICATION SUMMARY

POSITION TITLE: Administrative Assistant
DIVISION: Public Services
DEPARTMENT: Planning and Zoning
REPORTS TO: Planning and Zoning Director
FLSA STATUS: **Non-Exempt**



Approved: _____
Commissioner

Date: _____

POSITION SUMMARY

This position is responsible for providing general administrative support for the Planning and Zoning Department including providing support and assisting with zoning, building, and electrical permits, typing, proof-reading, filing, meeting minutes preparation and distribution, answering incoming calls, directing calls to appropriate departments, greeting and directing visitors. Must have the ability to work with minimal supervision.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Tasks include but are not limited to:

- Assists the Planning Director in all planning and zoning related materials, including, but not limited to, organize and assign case file numbers to zoning applications, input case data into IWorQ, prepare meeting agendas, arrange and mail notification letters to neighbors of case files, coordinate and assure legal notices are posted, and review, organize and mail Staff Reports to members of the Chaves County Planning and Zoning Commission, Roswell-Chaves County ETZ Commission, Roswell-Chaves County ETZ Authority, and Chaves County Land Council.
- Keep to the regulations and requirements set forth in the New Mexico Open Meeting Act, County and State Subdivision Codes, and County and State Zoning Codes.
- Must attend up to 4 public meetings a month, after hours, take minute meetings and prepare draft minutes within three days following the meeting.
- Assign addresses to new development based on County rural addressing protocol.
- Familiar with County planning and zoning ordinances and documents.
- Responsible for general secretarial duties such as greeting and assisting visitors at the front desk; answering email and telephone calls in a pleasant manner; and processing mail daily.
- Responsible for specific administration duties such as reconciling department credit card purchases; inputting payroll for the department; maintain departmental filing system and keeping financial, personnel and statistical records as needed.
- Develop memorandums, letters and/or reports with minimal supervision.
- Work irregular hours at times and attend job related training and meetings as deemed appropriate by the Planning Director as a condition of employment.
- Familiar with New Mexico Manufactured Housing regulations.
- Knowledgeable of County Personnel Policy and other County and departmental policies pertinent to the position.
- Performs other duties as assigned.

SUPERVISORY CONTROLS

- This position performs under the general supervision of the Planning and Zoning Director who may provide assignments and instruction, determines objectives, priorities and deadlines, and who assists the employee with unusual situations. The employee uses own initiative and judgment to perform work in an independent and timely manner in accordance with precedents and established policies and procedures.

QUALIFICATIONS

- **Education/Training/ Experience:** High School Diploma or GED. Five (5) years' experience in Planning or secretarial work.
- **Experience Substitution:** An Associate degree or a bachelor's degree can be applied to two (2) years or up to four (4) years college/96 hours course work may be substituted for four (4) years' experience.
- **Licenses/Certification:** Valid N.M. driver's license with a good driving record.
- **Desirable Qualifications:** Bilingual (Spanish and English) and knowledgeable of zoning ordinances and planning documents.
- **Other.** Post offer Drug Analysis Test. Driver's license, Employment and criminal Background Investigation.

OTHER REQUIREMENTS

Knowledge, Skills, and Abilities Required:

- Familiar with planning and zoning department responsibilities and duties.
- Excellent time management skills with a proven ability to meet deadlines.
- Possess strong organizational skills, attention to detail and the ability to multitask.
- Ability to operate independently and effectively with minimal supervision.
- Strong interpersonal skills.
- Ability to work well under pressure while maintaining a professional demeanor.
- Highly developed written communication skills, including report writing, presentations, email correspondence and verbal communication skills, particularly in dealing with people of diverse backgrounds.
- Ability to demonstrate on a consistent basis initiative, professionalism, poise and flexibility and work within an environment of frequent interruptions, conflicting priorities, and varying workloads.
- Knowledgeable in accounting procedure and software.
- Ability to work periodically after hours (public meetings) as a condition of employment.
- Highly proficient in the use of the Internet.
- Ability to read, understand and follow oral and written directions and instructions.
- Advanced experience in Microsoft Windows and Office operating systems.
- Ability to maintain an acceptable attendance record.

Safety requirements: This position must comply with all safety guidelines of Chaves County.

Physical demands: Must be able to lift and carry 10 lbs. The work is sedentary, typically requiring the employee to be able to sit comfortably to do the work, extensive hand and wrist use on computer keyboard, and visual use of computer monitor. There may be some walking, standing, bending, carrying of light items or driving an automobile. Talking, hearing and seeing are essential to the performance of the job.

Work environment: Work for this position is performed indoors. The work area is adequately lighted, heated, and ventilated and involves typical risks associated with an office environment that require normal safety precautions and safe work practices.

EMPLOYEE ACKNOWLEDGEMENT

I have read my Job Description and understand my assigned responsibilities and have been given a copy of this Job Description. I certify by my signature below that I understand the demands and expectations of the position and to the best of my knowledge I am able to perform the essential functions of this Job Description.

Accepted by: _____
Employee

Date

CHAVES COUNTY POSITION SPECIFICATION SUMMARY

POSITION TITLE: Administrative Assistant
DIVISION: Public Services
DEPARTMENT: Public Services
REPORTS TO: Public Services Director
FLSA STATUS: Non-Exempt



Approved: _____

Commissioner

Date: _____

POSITION SUMMARY

Responsible for general administrative duties and office support including typing, proof-reading, filing, meeting minutes preparation and distribution, assembly and distribution of meeting agendas, and specific administrative projects requiring exercise of independent judgment. Must have the ability to work with minimal supervision. Must be able to interface well with the public and all departments of the County and to represent the County in a highly professional manner

ESSENTIAL DUTIES AND RESPONSIBILITIES

Tasks include but are not limited to:

- Employee will be required to assist the Public Services Director with administrative duties including, review and approval of accounts payable invoices, formulating and preparing departmental policies and procedures, and providing administrative assistance to the County Commission and County Volunteer Fire Departments.
- Employee may be required to attend various committee meetings and be responsible for the preparation and distribution of meeting agenda and minutes.
- Employee is responsible for assisting in coordinating office calendar and appointments and making office and commission out-of-town travel arrangements as needed.
- Employee is responsible for preparing, assembling, advertising and distributing Commission meeting agendas and insuring all documents approved by the County Commission are signed by appropriate parties.
- Responsible for tracking and filing all Commission Agreements, Resolutions, MOUs, and Ordinances.
- Submit Monthly Incident reports to FEMA on behalf of the County Volunteer Fire Departments as required by the State Fire Marshall's Office.
- Employee must perform related work as required and be cross-trained to perform duties and responsibilities in Purchasing, Legal, Human Resources, and Safety as needed.
- Responsible for coordinating purchasing, fixed asset inventory, and reporting requirements of the Volunteer Fire departments with Chaves County and the State Fire Marshal's Office.
- Employee will Screen and route telephone calls, foot traffic, and mail to proper office. Receive and research complaints and refer to the appropriate individual.
- Employee must perform other duties as assigned.

QUALIFICATIONS

- **Education/Training/Experience:** High school diploma or G.E.D., A.A. degree in related subject or secretarial school. Bilingual in Spanish and English.
- **Experience Substitution:** Any equivalent combination or relevant education and experience.
- **Licenses/Certification:** Valid N.M. driver's license with a good driving record. No prior DWI convictions within the last 48 months.
- **Desirable Qualifications:** Five years' experience in administrative work in a federal, state, county or university environment.
- **Other:** Post offer drug analysis test. Driver's license, employment and criminal background Investigation.

OTHER REQUIREMENTS

Knowledge, Skills, and Abilities Required:

- Must be able to maintain the highest level of confidentiality.
- Must be able to interface well with the public and all departments of the County and to represent the County in a highly professional manner.
- Ability to assess and prioritize multiple tasks, projects and demands.
- Ability to file and cross-reference a multitude of documents.
- Must have excellent verbal and written communication skills as well as the ability to manage multiple demands.
- Must be self-motivated and able to complete job assignments without direct supervision.
- May work under stressful conditions on occasion.
- Knowledge of and ability to in the use of office equipment including postage machine, copier and personal computer and be familiar with word processing, spreadsheet and desktop publishing programs.
- Must be able to produce documents accurately and in a timely fashion.
- Ability to communicate effectively orally and in writing in English.
- Establish and maintain effective working relations with co-workers and the public.
- Ability to fill out reports and requisitions for purchase orders.
- Ability to work well with ever changing priorities and/or situations.
- Work independently using good judgment and decision-making skills.
- Employee must know and understand County Personnel Policy as well as all county and departmental policies pertinent to the position.
- Must be able to maintain an acceptable attendance record, be punctual and meet established deadlines.

Safety requirements: This position must comply with all safety guidelines of Chaves County.

Physical demands: The work is somewhat physical, occasionally requiring the employee to climb ladders, carry heavy items, walk, stand, and bend. There may be some sitting comfortably to complete work. There may be some operation of a vehicle throughout the county, as necessary. Some local travel within the boundaries of Chaves County is required in the course of job performance. Talking, hearing and seeing are essential to the performance of the job. Common eye, hand finger dexterity exists. Mental application utilizes memory for details, verbal instructions, discriminating thinking.

Work environment: Work for this position is generally performed indoors with some work outside. The work area is adequately lighted, heated, and ventilated and involves typical risks associated with an office environment that require normal safety precautions and safe work practices. The outdoor work surfaces are subject to wet or dry natural ground, uneven terrain, landscaped areas, or asphalt and concrete surfaces.

EMPLOYEE ACKNOWLEDGEMENT

I have read by Job Description and understand my assigned responsibilities, and have been given a copy of this Job Description. I certify by my signature below that I understand the demands and expectations of the position and to the best of my knowledge, I am able to perform the essential functions of this Job Description.

Accepted by: _____
Employee

Date

“Equal Employment Opportunity Employer”

We consider applicants for all positions without regard to race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation, gender identity, or any other legally protected class.

CHAVES COUNTY POSITION SPECIFICATION SUMMARY

POSITION TITLE: Administrative Assistant
DIVISION: Facility Maintenance
DEPARTMENT: Facility Maintenance
REPORTS TO: Facility Maintenance Director
FLSA STATUS: Non-Exempt



Approved: _____ **Date:** _____

Commissioner

POSITION SUMMARY:

Responsible for general administrative support for the Facility Maintenance Department including, typing, proof reading, filing and office support including budget preparation and request for quotes, specific administrative projects requiring exercise of independent judgment. Must have the ability to work with minimal supervision.

QUALIFICATIONS

- Education/Training/ Experience: High School Diploma or GED. Five (5) years' experience in Facility Maintenance or secretarial work.
- Experience Substitution: An Associate degree or a bachelor's degree can be applied to two (2) years or up to four (4) years college/96 hours course work may be substituted for four (4) years' experience.
- Licenses/Certification: Valid N.M. driver's license with a good driving record.
- Desirable Qualifications: Bilingual (Spanish and English)
- Other. Post offer Drug Analysis Test. Driver's license, Employment and criminal Background Investigation

ABILITIES/SKILLS:

Must be proficient in the use of office equipment, including copier, ten key calculator and personal computer, and be familiar with word processing, spread sheet and desk top publishing programs. Must be able to file and cross reference documents, must be able to produce documents accurately and in a timely fashion. Use multi-line telephone, proper spelling, punctuation, grammar, and math; type accurately at least 60 wpm. Must be able to administer independent projects in an efficient manner as assigned. Ability to take dictation and transcribe proficiently; use multi-line telephone, proper spelling, punctuation, grammar, and math; type accurately at least 60 wpm, use copy machine, interact with the public and staff in a pleasant manner. Must be able to administer independent projects in an efficient manner as assigned and use ten-key calculator by touch. Has to be proficient in the use of personal computer; be familiar with Microsoft Word and Excel programs; have some knowledge of computer network systems. Must be able to meet established deadlines and maintain an acceptable attendance record and be punctual.

DESCRIPTION OF DUTIES AND RESPONSIBILITIES:

Employee is responsible for assisting the Facility Maintenance Director with administrative duties including budget preparation, typing and approval of accounts payable invoices, preparation of request for quotes documents. Employee is responsible for providing secretarial duties. Employee is responsible for coordinating supervisor's calendar, and appointments. Also responsible for answering telephone, directing calls, and taking messages and dispatching work orders. Employee is responsible for setting up and maintaining departmental files, preparing departmental payroll, receiving, stocking and distribution of office supplies and parts or equipment for maintenance employees. Maintaining MSDS books. Conduct Safety Orientation for new employees. Assist FM Superintendent with preparing agenda for Chaves County Risk Management Board Meetings, recordkeeping of accidents and safety trainings, coordinating Safety Awards and meetings. Prepare department's payroll. Must work on independent administrative projects as assigned by supervisor, as well as greet visitors and answer multi-line telephone in a pleasant manner; handle mail and routine correspondence; transmit orders and send routine acknowledgments; keep financial, personnel and statistical records as needed. Must develop memorandums and write letters with minimal supervision. Employee must perform all duties with minimal supervision and exercise independent judgment in a competent manner. Employee may be required to work irregular hours and attend job related training and meetings as deemed appropriate by department director as a condition of employment. Employee must perform all other duties as assigned. Employee must be knowledgeable of county and departmental policies pertinent to the position.

SAFETY REQUIREMENTS: This position must comply with all safety guidelines of Chaves County.

PHYSICAL DEMANDS: Must be able to lift and carry 10 lbs. The work is sedentary, typically requiring the employee to be able to sit comfortably to do the work, extensive hand and wrist use on computer keyboard, and visual use of computer monitor. There may be some walking, standing, bending, carrying of light items or driving an automobile. Talking, hearing and seeing are essential to the performance of the job.

WORK ENVIRONMENT: Work for this position is performed indoors. The work area is adequately lighted, heated, and ventilated and involves typical risks associated with an office environment that require normal safety precautions and safe work practices.

Accepted by: _____
Employee *Date*

“Equal Employment Opportunity Employer”

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CHAVES COUNTY POSITION SPECIFICATION SUMMARY

POSITION TITLE: Groundskeeper-General Maintenance Worker
DIVISION: Facility Maintenance
DEPARTMENT: Facility Maintenance
REPORTS TO: Facility Maintenance Foreman
FLSA STATUS: **Non-Exempt**



Approved: _____ **Date:** _____
Commissioner

POSITION SUMMARY:

The Groundskeeper-General Maintenance Worker performs semi-skilled work in the maintenance, care, and modification of County grounds and landscapes which includes the operation of electrically-powered and gasoline-powered groundskeeping equipment and machines, and the use of small hand and power tools or equipment in planting, cultivating, and trimming grounds and landscaping. The Groundskeeper also performs maintenance on groundskeeping equipment and tools, and makes minor repairs (within demonstrated capability) as directed. The Groundskeeper/General Maintenance Worker changes light bulbs, paints walls, woodwork, furniture, and equipment, makes minor carpentry, plumbing, and electrical repairs, delivers supplies, materials, and equipment as needed, retrieves and documents transfer of accountability of surplus property, provides custodial services, etc.

MINIMUM QUALIFICATIONS REQUIRED: EXPERIENCE AND/OR EDUCATION:

High school diploma or G.E.D. At least two years of experience in groundskeeping is required, where knowledge of the methods, materials and equipment used in planting, cultivating, and trimming a variety of types of trees, shrubs, ground cover, flowers and grasses has been gained; an Associate's degree in horticulture or a related field may be substituted for the two years of experience required. Knowledge of the use and proper disposal of chemicals used in groundskeeping (horticulture, turf management, and floriculture) is preferred.

CERTIFICATIONS/TRAINING:

Valid NM driver's license.

ABILITIES/SKILLS:

Knowledge, Skills, and Abilities Required:

Skills: The ability to read English language sufficiently to understand written and computer generated work orders and instructions as well as directions for the proper mixture, use, and disposal/storage of cleaners, solvents, chemicals, fertilizers and similar products used in

groundskeeping is required. Skill in the proper operation and maintenance of grounds maintenance tools, equipment, and machinery is required. The ability to develop knowledge of, respect for, and skills to engage with those of other cultures or backgrounds is required. The ability to identify and eradicate disease or insect damage to plant and turf materials is preferred.

Other: Scope of the position requires exposure to and use of chemical compounds for application on trees, shrubs, ground cover, flowers, and grasses which may be hazardous and cause injury if specific instructions regarding their mixture, application, use and disposal/storage are not properly followed.

Physical demands: Requires the ability to lift and carry groundskeeping supplies and equipment weighing up to 50 pounds on a frequent basis and up to 100 pounds on an occasional basis, prolonged walking or standing, and frequent bending, stooping, kneeling, and reaching on a daily basis. Requires a full range of physical motion in order to operate manual, electrically-powered and/or gasoline-powered groundskeeping equipment and machines. Requires the ability to access facilities and areas which may only be accessible by climbing stairs or by climbing ladders to a height of 20 feet (e.g., for tree trimming). Must be able to move throughout assigned areas, as the work is performed primarily out-of-doors, year round. Employees in this job classification (Groundskeeper) are designated as essential employees and must report to work as scheduled when County offices are closed due to severe weather.

DESCRIPTION OF DUTIES AND RESPONSIBILITIES:

1. Performs tasks common to the care of grounds and landscapes by seeding, watering, mulching, fertilizing, and applying chemicals to outside plantings, lawns and turf, as well as inside flowers and cuttings used in transplanting; inspecting plant materials for insects, disease, physical and mechanical damage and identifying replacements; transplanting, pruning, trimming, and cultivating trees, shrubs, ground cover, and flowers; and storing and caring for bulbs and cuttings in the winter season.
2. Performs regular and directed grounds and landscape maintenance by mowing lawns with riding or push mowers; trimming and edging around trees, shrubs, ground cover, flowers, sidewalks and buildings; weeding, thinning and cleaning flower beds and other grounds by hand or utilizing proper tools and equipment; and setting up, adjusting, repairing, and cleaning irrigation systems.
3. Provides a record of grounds and landscape watering and chemical spraying by keeping daily logs of areas watered and duration of watering and the application of chemicals, including areas sprayed, amount and type of chemicals used, substances sprayed and reason, and the wind speed and direction at time of spraying.
4. Performs campus-wide general maintenance and repairs by installing, removing, repairing and maintaining landscape lighting, parking meters, signs, cables, chains, barricades, gates,

bicycle racks, feeders, posts, fences, and rock walls; and repairing streets, parking lots, athletic fields, tennis courts, track and omni turf, as applicable.

5. Removes unsightly trash and debris from public areas by regularly inspecting grounds, drains, manhole covers, etc., for debris; raking, sweeping and bagging leaves, debris, dirt and trash from streets, sidewalks, parking lots, tunnels, and transporting the trash to designated central collection points on a daily basis.

6. Reduces the likelihood for the spread of diseases and unsightly appearance of trash containers in public areas by emptying, cleaning and disinfecting trash and cigarette receptacles on a regular basis, and removing, repairing and installing trash and cigarette receptacles on University property on an as needed basis.

7. Assists in preventing accidents resulting from snow or ice covered walkways by removing mowing decks and installing snow removal equipment on riding mowers and tractors; operating snow blowers, tractors or mowers with blades and using shovels to remove snow and spread sand, chat and salt on snow- or ice-covered surfaces.

8. Prepares outdoor locations for use by visitors, vendors, and the public as needed by campus operations and, if applicable, painting and marking athletic fields, moving bleachers and seating, and erecting portable goals or other athletic equipment.

9. Applies chemicals used in groundskeeping (horticulture, turf management, and floriculture) properly and safely by wearing prescribed protective clothing, masks, and/or rubber gloves and boots, following either written or verbal directions for mixing chemical compounds according to specifications, applying the chemicals properly on grounds and landscapes designated for their use, and disposing of residual chemical products as directed or storing and labeling them for future use.

10. Safely operates light vehicles such as pick-up trucks, tractors, street sweepers or riding mowers and portable power tools and equipment such as saws, grass trimmers, snow/leaf blowers, sprayers, paint machines and other groundskeeping equipment by obeying applicable traffic laws and following operator instructions, and wearing appropriate safety items such as goggles, gloves, or other appropriate protective clothing.

11. Ensures that grounds maintenance equipment and building maintenance equipment are operational by performing routine and preventative maintenance and cleaning of tools, equipment and machines within reasonable capabilities.

12. Replaces and disposes of light bulbs in interior building settings using ladders, lifts, or other tools.

13. Performs painting work in the preparation, patching, finishing, and maintaining of building structures, walls, woodwork, furniture, and equipment.

14. Performs delivery services by identifying supplies, materials, and equipment to be delivered from invoices or order forms, safely loading items on the delivery vehicle, safeguarding items during transit, delivering items to the correct department, and obtaining the appropriate signature for the receipt of the delivered items.

15. Assists with management and accountability of surplus property items by retrieving surplus property items as directed, recording the transfer of accountability for the items, and returning the surplus property items to the County warehouse.

16. Performs custodial services following established procedures and guidelines in buildings, offices, lavatories, restrooms, etc. including their furnishings, using manual tools and powered machines.

17. Performs minor maintenance work using hand and power tools by making carpentry repairs such as nailing down loose boards, or replacing worn or rotten floor boards, performing minor plumbing repairs, and replacing defective electrical switches, light bulbs, fuses, and fluorescent ballasts.

18. Contributes to a work environment that encourages knowledge of, respect for, and development of skills to engage with those of other cultures or backgrounds.

19. Contributes to the overall success of Facilities Maintenance by performing all other related duties as assigned.

Accepted by: _____
Employee *Date*

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CHAVES COUNTY POSITION SPECIFICATION SUMMARY

POSITION TITLE: HR Generalist
DIVISION: General Government
DEPARTMENT: Human Resources
REPORTS TO: Human Resources Director
FLSA STATUS: **Non-Exempt**



Approved: _____ **Date:** _____

Commissioner

POSITION SUMMARY:

Under the general direction of the Human Resources Director, the HR Generalist is responsible for assisting the Human Resources Director in all administrative duties, which includes performing duties for the Safety and Compliance Manager, Purchasing Director, and County Manager. This position is responsible for all insurance and benefits entry and filing, routing phone calls and performing general secretarial duties. This position keeps minutes for Risk Management and will process worker's compensation claims and maintain all employee medical and personnel files. Employee may be required to attend job-related meetings (both in and out of state) and perform other incidental and related duties as required and assigned.

MINIMUM QUALIFICATIONS REQUIRED:

EXPERIENCE AND/OR EDUCATION:

High school diploma or GED required. Five years secretarial or related experience, up to four years' college/96 hours' course work can be substituted for four years' experience. Valid NM driver's license with a good driving record.

ABILITIES/SKILLS

Must have high level interpersonal skills to handle sensitive and confidential situations. Must be able to interact and communicate with individuals at all levels within the County. Must have excellent computer skills as well as verbal and written skills and the ability to multi-task. Must be able to prioritize projects to meet established deadlines. Must be able to work independently and with the other administrative team members.

DESIRABLE QUALIFICATIONS:

Associate's degree in Human Resource Management, Business Administration, Public Administration. Local government experience in the human resources field.

DESCRIPTION OF DUTIES AND RESPONSIBILITIES:

HR Generalist

Responsible for County employees' benefits and assisting the Human Resources Director with human resource-related matters. Responsible for assisting with posting all open positions when notified of vacancy and will forward applications, verify references, and determine if PREA questionnaires are needed. Responsible for scheduling new hire post-offer drug testing and pre-employment physicals. Responsible for coordinating quarterly random drug testing. Will oversee the monitoring of Driver's Licenses, for DOT and Non- DOT County positions. Will assist with background checks and E-Verify new employees. Keeps record of disciplinary actions and other personnel actions. Assists with maintaining personnel records, active and inactive, in accordance with document-retention guidelines as outlined in state statutes or relevant case law. Assists with maintaining personnel-related documentation, including medical and investigative files, on employees and applicants. Ensures confidentiality of such records in accordance with applicable Federal, State and Local laws and County policies. Provides public information such as verifying employment. Conducts new employee orientations. Administers benefit documents. Responsible for employee benefit programs. Assists with unemployment claims and assists departments with appeals. May be required to testify in employment hearings in the absence of the Human Resources Director. Provides training to all departments on workers' compensation procedures. Assists with managing FMLA and ADA requests. Oversees COBRA continuation premiums and coverages for terminated employees. Serves as HIPAA Compliance Officer. Keeps minutes for Risk Management Meetings. Under the direction of the Human Resources Director, assists with County litigations: torts, lawsuits, IPRA requests, liability issues, etc. This includes but is not limited to: redacting requested employee records, gathering information, and working with Attorneys and Department Heads to maintain information within timeframes. Assists with maintaining personnel records, active and inactive, in accordance with document-retention guidelines as outlined in state statutes or relevant case law.

Safety requirements: This position must comply with all safety guidelines of Chaves County.

Physical demands: This position requires a variety of physical activities, generally involving muscular strain, such as walking, standing, stooping, sitting, reaching, etc. Talking, hearing, and seeing are essential to the performance of the job. Common eye, hand, finger, dexterity exist. Mental application utilizes memory for details and verbal instructions. Strength of arms, hands, legs, and back required in the performance of essential functions.

Work environment: Work for this position is performed indoors. The indoor work is adequately lighted, heated, and ventilated and involves typical risks associated with an office environment that require normal safety precautions and safe work practices.

EMPLOYEE ACKNOWLEDGEMENT

I have read my job description and understand my assigned responsibilities and have been given a copy of this job description. I certify by my signature below that I understand the demands and expectations of the position and to the best of my knowledge I am able to perform the essential functions of this job.

HR Generalist

Accepted by: _____ Date: _____

“Equal Employment Opportunity Employer”

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AGENDA ITEM: 10

- A. Resolution R-23-058 Notice for Public Meetings of the Chaves County Board of Commissioners
- B. Resolution R-23-059 Notice for Public Meetings of the Chaves County Indigent Hospital/Health Care Board

MEETING DATE: December 21, 2023

STAFF SUMMARY REPORT

ACTION REQUESTED BY: County Manager

ACTION REQUESTED: Approve Resolutions

ITEM SUMMARY:

In accordance with the Open Meetings Act, the Chaves County Board of Commissioners is required to publish a notice of public hearings each year. The attached resolutions, if approved, would establish Commission meetings once monthly and Indigent Health/Hospital Care Board Meetings quarterly, on the third Thursday of the month with IHC meeting at 8:30 and the Board of Commissioners meeting at 9:00 a.m.

These Resolutions will be in effect starting January 01, 2024

Staff recommends approval

SUPPORT DOCUMENTS: Resolutions R-23-058 and R-23-059, Meeting Schedule for 2024

SUMMARY BY: Bill Williams

TITLE: County Manager

RESOLUTION R-23-058
NOTICE FOR PUBLIC MEETINGS

WHEREAS, Section 10-15-1 (D) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 thru 10-15-4) states, that, except as may be otherwise provided in the Constitution for the provisions of the Open Meetings Act, all meetings of a quorum of any members of any boards, counsel, commission, administrative adjudicatory body or other policy making body of any state or local public agency for the purpose of formulating public policy, discussing public business, or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, any meeting subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1 (D) of the Open Meetings Act requires the Chaves County Commission to determine annually what constitutes reasonable notice of its public meetings.

NOW, THEREFORE BE IT RESOLVED by the Board of Chaves County Commissioners that:

1. The Chaves County Commission will meet once monthly. The meetings will be held at 9:00 a.m. on the third Thursday of each month, unless otherwise specifically changed by the Chairman with ten (10) days' notice. The meetings will be held in the Chaves County Commission Chambers of the Chaves County Administrative Center located at #1 St Mary's Place Roswell, New Mexico.
2. The agenda will be available at least seventy-two (72) hours prior to the meeting from the County Commissioner's Office located in the Chaves County Administrative Center, Roswell, New Mexico. Notice of any other regular meeting will be ten (10) days in advance of the meeting date. The notice shall indicate how a copy of the agenda may be obtained.
3. The Chairman or a majority of the members upon three (3) days' notice shall call special meetings. The notice shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two (72) hours before any special meeting.
4. Emergency meetings will be called only under unforeseen circumstances, which demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss.
5. The Board of County Commissioners will avoid emergency meetings whenever possible. The Chairman or majority of the members upon twenty-four (24) hours' notice may call emergency meetings, unless threats of personal injury or property damage require less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.
6. For the purpose of regular meetings described in paragraph 2 of this Resolution, notice requirements are met if notice of the date, time, place and agenda is placed in newspapers

of general circulation in Chaves County in the State of New Mexico and posted on the bulletin board located in the west hallway of the Chaves County Administrative Building. Although not a requirement, the agenda will also be posted on the County website at www.co.chaves.nm.us. The County Commissioner's office shall also fax and/or e-mail copies of the written notice to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation, which have made a written request for notice of public meetings.

7. For the purpose of special meetings and emergency meetings described in paragraph 3 and 4 of this Resolution, notice requirements shall be met by posting notice of the date, time and place and agenda on the bulletin board located in the west hallway of the Chaves County Administrative Building. The County Commissioner's office shall also email copies of the written notice to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation, which have made a written request for notice of public meetings.

8. In addition to the information specified above, all notices shall include the following language:

If you are an individual with a disability who is in need of a reader, qualified sign language interpreter, or any form of auxiliary aid, or service to attend or participate in the hearing of a meeting, please contact the County Commissioner's office at 624-6600. This should be done at least one week prior to the meeting. Public documents, including the agenda and minutes can be provided in various accessible formats. Please contact the County Commissioner's office if a summary or other type of accessible format is needed.

9. A member of the Chaves County Board of Commissioners may participate by telephone or other similar communications equipment when it is difficult or impossible for the Commissioner to attend the meeting in person, provided that the Commissioner can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the Commission.

10. The Board of Commissioners may close a meeting to the public only if the subject matter of such discussion or action is exempted from the open meeting requirements under Section 10-15-1(H) of the Open Meetings Act.

- a. If any meeting is closed during an open meeting, such closure shall be approved by the majority vote of a quorum of the Commission taken during the open meeting. The authority for the closure and the subject to be discussed shall be stated with reasonable specificity in the motion for closure and the vote on closure on each individual member shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.
- b. If a decision to hold a closed meeting is made when the Commission is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provisions of law authorizing the closed meeting

and the subject to be discussed with reasonable specificity is given to the members and the general public.

- c. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion for notice for closure.
- d. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion for notice for closure.
- e. Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in the closed meetings shall be made by the vote of the Commission in an open public meeting.

Effective January 01, 2024

Passed this 21st Day of December 2023

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell Jr, Vice-Chairman

ATTEST:

Dara Dana, Member

Richard C. Taylor, Member

Cindy Fuller

County Clerk

Michael Perry, Member

RESOLUTION R-23-059
NOTICE FOR PUBLIC MEETINGS

WHEREAS, Section 10-15-1 (D) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 thru 10-15-4) states, that, except as may be otherwise provided in the Constitution for the provisions of the Open Meetings Act, all meetings of a quorum of any members of any boards, counsel, commission, administrative adjudicatory body or other policy making body of any state or local public agency for the purpose of formulating public policy, discussing public business, or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, any meeting subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1 (D) of the Open Meetings Act requires the Chaves County Commission/Chaves County Indigent Hospital/Health Care Board to determine annually what constitutes reasonable notice of its public meetings.

NOW, THEREFORE BE IT RESOLVED by the Board of Chaves County Commissioners/Chaves County Indigent Hospital/Health Care Board that:

1. The Chaves County Indigent Hospital/Health Care Board will meet once monthly. The meetings will be held at 9:00 a.m. on the third Thursday of each month, unless otherwise specifically changed by the Chairman with ten (10) days' notice. The meetings will be held in the Chaves County Commission Chambers of the Chaves County Administrative Center located at #1 St Mary's Place Roswell, New Mexico.
2. The agenda will be available at least seventy-two (72) hours prior to the meeting from the IHC Coordinator's Office located in the Chaves County Administrative Center, Roswell, New Mexico. Notice of any other regular meeting will be ten (10) days in advance of the meeting date. The notice shall indicate how a copy of the agenda may be obtained.
3. The Chairman or a majority of the members upon three (3) days' notice shall call special meetings. The notice shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two (72) hours before any special meeting.
4. Emergency meetings will be called only under unforeseen circumstances, which demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss.
5. The Chaves County Indigent Hospital/Health Care Board will avoid emergency meetings whenever possible. The Chairman or majority of the members upon twenty-four (24) hours' notice may call emergency meetings, unless threats of personal injury or property damage require less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.
6. For the purpose of regular meetings described in paragraph 2 of this Resolution, notice requirements are met if notice of the date, time, place and agenda is placed in newspapers of general circulation in Chaves County in the State of New Mexico and posted on the

bulletin board located in the west hallway of the Chaves County Administrative Building. Although not a requirement, the agenda will also be posted on the County website at www.co.chaves.nm.us. The IHC Coordinator shall also fax and/or e-mail copies of the written notice to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation, which have made a written request for notice of public meetings.

7. For the purpose of special meetings and emergency meetings described in paragraph 3 and 4 of this Resolution, notice requirements shall be met by posting notice of the date, time and place and agenda on the bulletin board located in the west hallway of the Chaves County Administrative Building. The IHC office shall also email copies of the written notice to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation, which have made a written request for notice of public meetings.

8. In addition to the information specified above, all notices shall include the following language:

If you are an individual with a disability who is in need of a reader, qualified sign language interpreter, or any form of auxiliary aid, or service to attend or participate in the hearing of a meeting, please contact the IHC Coordinator at 624-6547. This should be done at least one week prior to the meeting. Public documents, including the agenda and minutes can be provided in various accessible formats. Please contact the IHC Coordinator if a summary or other type of accessible format is needed.

9. A member of the Chaves County Indigent Hospital/Health Care Board may participate by telephone or other similar communications equipment when it is difficult or impossible for the Commissioner to attend the meeting in person, provided that the Commissioner can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the Commission.

10. The IHC Board may close a meeting to the public only if the subject matter of such discussion or action is exempted from the open meeting requirements under Section 10-15-1(H) of the Open Meetings Act.

a. If any meeting is closed during an open meeting, such closure shall be approved by the majority vote of a quorum of the IHC Board taken during the open meeting. The authority for the closure and the subject to be discussed shall be stated with reasonable specificity in the motion for closure and the vote on closure on each individual member shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.

b. If a decision to hold a closed meeting is made when the IHC Board is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provisions of law authorizing the closed meeting and the subject to be discussed with reasonable specificity is given to the members and the general public.

- c. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion for notice for closure.
- d. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion for notice for closure.
- e. Except as provided in Section I 0-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in the closed meetings shall be made by the vote of the IHC Board in an open public meeting.

Effective January 01, 2024

Passed this 21st Day of December 2023

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell Jr, Vice-Chairman

ATTEST:

Dara Dana, Member

Cindy Fuller
County Clerk

Richard C. Taylor, Member

Michael Perry, Member

MEETING DATE: December 21, 2023

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Public Services Director

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY: On May 18, 2023 the Chaves County Board of Commissioners gave preliminary approval for the following new roads and allowed 6 months for them to brought up to County standards. Resolution R-23-060 is asking for the final disposition of the following 2023;

New Road Request Applications:

#1 a portion of Poppy Road *No work completed (Staff recommends denial)*
#2 a portion of Poppy Road *Road width is 13ft (Staff recommends denial)*

Road Status Change Applications:

#3 a portion of Chestnut Ave. *3/4 completed (Staff will accept upon approval)*
#4 a portion of Bitter Lakes Rd., *Work not completed (Staff recommends denial)*
#5 a portion of Palacio Dr., *Approved*
#6 a portion of Via Verde, *Approved*
#7 a portion of Loma Linda, *Approved*
#8 a portion of Navajo Rd., *Approved to just past Zuni Rd.*

Chaves County Road Department reports roads above as approved now meet the stipulations for acceptance as a county road. We are requesting permission to place them on the Chaves County Road Atlas and to accept maintenance responsibilities.

Staff recommends approval of Resolution R-23-012 subject to recommendations as noted above for new roads and status change for Chaves County Maintained Roads.

SUPPORT DOCUMENTS: Resolution R-23-060 Final Disposition

SUMMARY BY: Alex Palomino

TITLE: Public Services Director

RESOLUTION R-23-060
FINAL DISPOSITION OF ROAD STATUS CHANGE REQUESTS AND NEW ROAD
REQUEST FROM THE 2023 CHAVES COUNTY ROAD HEARINGS

WHEREAS, the Board of Chaves County Commissioners did receive Road Status Change Requests and New Road Requests; and

WHEREAS, the Board of Chaves County Commissioners conducted a Public Hearing on April 20, 2023, to consider input received from the public, the Board of Freeholders and staff regarding the received applications; and,

WHEREAS, the Board of Chaves County commissioners has viewed the requested roads; and

WHEREAS, preliminary approval was granted for Road Status Change Applications; #1 Poppy Road, #2 Poppy Road, #3 Chestnut Ave., #4 Bitter Lakes Rd., #5 Palacio Dr., #6 Via Verde, #7 Loma Linda, #8 Navajo Rd.; and

WHEREAS, Resolution R-23-012 was adopted by the Board of Chaves County Commissioners on May 18, 2023, whereby final approval would be granted for the applications after verification of stipulations and requirements were satisfied; and

WHEREAS, all stipulations and requirements have been met on Applications; #5 Palacio Dr.; #6 Via Verde; #7 Loma Linda; and #8 Navajo Rd.; and

WHEREAS, applications #1 a portion of Poppy Rd.; #2 a portion of Poppy Rd.; #3 Chestnut Ave.; #4 Bitter Lakes Rd.; and #8 Navajo Rd. did not meet all stipulations and requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COUNTY OF CHAVES:

That the Chaves County Board of Commissioners does hereby accept applications; #5 Palacio Dr.; #6 Via Verde; #7 Loma Linda; and #8 Navajo Rd. for final approval.

BE IT FURTHER RESOLVED that the Board of Chaves County Commissioners hereby authorizes the approved roads to be made a part of the Chaves County Road System and placed on the Official Chaves County Road Atlas.

Done this 21st day of December 2023

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell Jr., Vice-Chairman

ATTEST:

Dara Dana, Member

Richard C. Taylor, Member

Michael Perry, Member

Cindy Fuller
County Clerk

Resolution R-23-060- Final Disposition for 2023 Road Maintenance Applications and New Road Requests

AGENDA ITEM: 13 Resolution R-23-061

MEETING DATE: December 21, 2023 Budget Adjustment Resolution FY 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Anabel Barraza, CFO

ACTION REQUESTED:

Approval of Resolution R-23-061

ITEM SUMMARY:

The Finance Department is requesting a budget adjustment for line items in exhibit 'A'. These budget adjustments are for two grants for the Roswell MarketPlace/Cultural Plaza project one for the Macho Draw Matching grant, an increase for LEPF grant, Salary Survey and medical insurance/enrollment impact, construction increases to Court Compliance Remodel, Public Health Building, and for the Economic Development Special Project Request.

Staff requests approval of Resolution R-23-061

SUPPORT DOCUMENTS:

Resolution R-23-061

SUMMARY BY: Anabel Barraza

TITLE: CFO

RESOLUTION R-23-061

BUDGET ADJUSTMENT REQUEST

WHEREAS, at a regular meeting of the Board of Chaves County Commissioners held on December 21, 2023, the following was among the proceedings:

WHEREAS, the budget must be adjusted for fiscal year 2023-2024 expenditures, transfers, and revenues; and,

WHEREAS, there are sufficient funds available for the budget adjustments; and,

WHEREAS, budget adjustments are necessary to ensure positive budget balances; and,

WHEREAS, the Board of Chaves County Commissioners deems it necessary to adjust the FY 23-24 Final Budget as designated in Exhibit 'A', attached.

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF COUNTY COMMISSIONERS, CHAVES COUNTY, STATE OF NEW MEXICO, hereby approves the line item changes and requests approval from DFA Local Government Division for budget adjustments.

Done at Roswell, New Mexico, this 21st day of December 2023.

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell Jr, Vice-Chairman

ATTEST:

Dara Dana, Member

Cindy Fuller
County Clerk

Richard C. Taylor, Member

Michael Perry, Member

EXHIBIT 'A'

Account Number	Description	Amount
	<i>REVENUE</i>	
631-4-402-646-007	Macho Draw Matching Grant	\$500,000.00
631-4-402-646-006	Roswell Marketplace/Cultural Plaza Grant	\$2,100,000.00
631-4-402-646-010	Quality of Life Grant for Roswell Marketplace/Cultural Plaza Grant	\$201,345.00
430-4-402-661-000	Law Enforcement Protective Grant	\$1,500.00
	<i>EXPENDITURE</i>	
631-8-884-381-000	Macho Draw Matching Grant	\$500,000.00
631-8-882-247-000	Roswell Marketplace/Cultural Plaza Grant	\$2,100,000.00
631-8-883-247-000	Quality of Life Grant for Roswell Marketplace/Cultural Plaza Grant	\$201,345.00
430-7-753-231-000	LEPF Supplies	\$1,500.00
401-6-613-102-000	Salary Survey Salary Cost Impact	\$ 15,085.41
401-6-613-106-000	Salary Survey Salary Cost Impact	\$ 218.74
401-6-613-108-000	Salary Survey FICA Cost Impact	\$ 935.30
401-6-613-109-000	Salary Survey PERA Cost Impact	\$ 2,685.20
401-6-613-111-000	Insurance Mandates/Enrollment Impact	\$ 301.71
401-6-614-102-000	Salary Survey Salary Cost Impact	\$ 4,393.04
401-6-614-106-000	Salary Survey Medicare Cost Impact	\$ 63.70
401-6-614-108-000	Salary Survey FICA Cost Impact	\$ 272.37
401-6-614-109-000	Salary Survey PERA Cost Impact	\$ 781.96
401-6-614-111-000	Insurance Mandates/Enrollment Impact	\$ 87.86
401-6-621-102-000	Salary Survey Salary Cost Impact	\$ 24,848.54
401-6-621-106-000	Salary Survey Medicare Cost Impact	\$ 360.30
401-6-621-108-000	Salary Survey FICA Cost Impact	\$ 1,540.61
401-6-621-109-000	Salary Survey PERA Cost Impact	\$ 4,423.04
401-6-621-111-000	Insurance Mandates/Enrollment Impact	\$ 496.97
401-6-622-102-000	Salary Survey Salary Cost Impact	\$ 10,411.52
401-6-622-106-000	Salary Survey Medicare Cost Impact	\$ 150.97
401-6-622-108-000	Salary Survey FICA Cost Impact	\$ 645.51
401-6-622-109-000	Salary Survey PERA Cost Impact	\$ 1,853.25
401-6-622-111-000	Insurance Mandates/Enrollment Impact	\$ 208.23
401-6-624-102-000	Salary Survey Salary Cost Impact	\$ 6,605.95
401-6-624-106-000	Salary Survey Medicare Cost Impact	\$ 95.79
401-6-624-108-000	Salary Survey FICA Cost Impact	\$ 409.57
401-6-624-109-000	Salary Survey PERA Cost Impact	\$ 1,175.86
401-6-624-110-000	Insurance Mandates/Enrollment Impact	\$ 2,496.60
401-6-624-111-000	Insurance Mandates/Enrollment Impact	\$ 132.12
401-6-625-102-000	Salary Survey Salary Cost Impact	\$ 4,590.58

401-6-625-106-000	Salary Survey Medicare Cost Impact	\$ 66.56
401-6-625-108-000	Salary Survey FICA Cost Impact	\$ 284.62
401-6-625-109-000	Salary Survey PERA Cost Impact	\$ 817.12
401-6-625-111-000	Insurance Mandates/Enrollment Impact	\$ 91.81
401-6-631-102-000	Salary Survey Salary Cost Impact	\$ 19,598.17
401-6-631-106-000	Salary Survey Medicare Cost Impact	\$ 284.17
401-6-631-108-000	Salary Survey FICA Cost Impact	\$ 1,215.09
401-6-631-109-000	Salary Survey PERA Cost Impact	\$ 3,488.47
401-6-631-111-000	Insurance Mandates/Enrollment Impact	\$ 391.96
401-6-632-102-000	Salary Survey Salary Cost Impact	\$ 11,190.40
401-6-632-106-000	Salary Survey Medicare Cost Impact	\$ 162.26
401-6-632-108-000	Salary Survey FICA Cost Impact	\$ 693.80
401-6-632-109-000	Salary Survey PERA Cost Impact	\$ 1,991.89
401-6-632-111-000	Insurance Mandates/Enrollment Impact	\$ 223.81
401-6-641-102-000	Salary Survey Salary Cost Impact	\$ 132,702.72
401-6-641-106-000	Salary Survey Medicare Cost Impact	\$ 1,924.19
401-6-641-108-000	Salary Survey FICA Cost Impact	\$ 8,227.57
401-6-641-109-000	Salary Survey PERA Cost Impact	\$ 23,621.08
401-6-641-110-000	Insurance Mandates/Enrollment Impact	\$ (658.32)
401-6-641-111-000	Insurance Mandates/Enrollment Impact	\$ 2,654.05
401-6-642-102-000	Salary Survey Salary Cost Impact	\$ 432,692.47
401-6-642-106-000	Salary Survey Medicare Cost Impact	\$ 6,274.04
401-6-642-108-000	Salary Survey FICA Cost Impact	\$ 26,826.93
401-6-642-109-000	Salary Survey PERA Cost Impact	\$ 77,019.26
401-6-642-110-000	Insurance Mandates/Enrollment Impact	\$ (90,654.64)
401-6-642-111-000	Insurance Mandates/Enrollment Impact	\$ 8,653.85
401-6-691-102-000	Salary Survey Salary Cost Impact	\$ 60,833.25
401-6-691-106-000	Salary Survey Medicare Cost Impact	\$ 882.08
401-6-691-108-000	Salary Survey FICA Cost Impact	\$ 3,771.66
401-6-691-109-000	Salary Survey PERA Cost Impact	\$ 10,828.32
401-6-691-110-000	Insurance Mandates/Enrollment Impact	\$ 518.16
401-6-691-111-000	Insurance Mandates/Enrollment Impact	\$ 1,216.66
401-6-692-102-000	Salary Survey Salary Cost Impact	\$ 1,414.40
401-6-692-106-000	Salary Survey Medicare Cost Impact	\$ 20.51
401-6-692-108-000	Salary Survey FICA Cost Impact	\$ 87.69
401-6-692-109-000	Salary Survey PERA Cost Impact	\$ 251.76
401-6-692-111-000	Insurance Mandates/Enrollment Impact	\$ 28.29
401-7-721-102-000	Salary Survey Salary Cost Impact	\$ 13,290.00
401-7-721-106-000	Salary Survey Medicare Cost Impact	\$ 192.71
401-7-721-108-000	Salary Survey FICA Cost Impact	\$ 823.99
401-7-721-109-000	Salary Survey PERA Cost Impact	\$ 2,365.66

401-7-721-110-000	Insurance Mandates/Enrollment Impact	\$ (7,599.60)
401-7-721-111-000	Insurance Mandates/Enrollment Impact	\$ 265.80
401-7-722-102-000	Salary Survey Salary Cost Impact	\$ 7,276.98
401-7-722-106-000	Salary Survey Medicare Cost Impact	\$ 105.52
401-7-722-108-000	Salary Survey FICA Cost Impact	\$ 451.17
401-7-722-109-000	Salary Survey PERA Cost Impact	\$ 1,295.30
401-7-722-111-000	Insurance Mandates/Enrollment Impact	\$ 145.54
401-7-731-102-000	Salary Survey Salary Cost Impact	\$ 27,756.40
401-7-731-106-000	Salary Survey Medicare Cost Impact	\$ 402.47
401-7-731-108-000	Salary Survey FICA Cost Impact	\$ 1,720.91
401-7-731-109-000	Salary Survey PERA Cost Impact	\$ 4,940.67
401-7-731-110-000	Insurance Mandates/Enrollment Impact	\$ (5,387.48)
401-7-731-111-000	Insurance Mandates/Enrollment Impact	\$ 555.13
401-7-741-102-000	Salary Survey Salary Cost Impact	\$ 35,875.66
401-7-741-106-000	Salary Survey Medicare Cost Impact	\$ 520.20
401-7-741-108-000	Salary Survey FICA Cost Impact	\$ 2,224.30
401-7-741-109-000	Salary Survey PERA Cost Impact	\$ 6,385.90
401-7-741-110-000	Insurance Mandates/Enrollment Impact	\$ (17,380.00)
401-7-741-111-000	Insurance Mandates/Enrollment Impact	\$ 717.52
401-7-751-102-000	Salary Survey Salary Cost Impact	\$ 165,837.52
401-7-751-106-000	Salary Survey Medicare Cost Impact	\$ 2,404.66
401-7-751-108-000	Salary Survey FICA Cost Impact	\$ 10,282.02
401-7-751-109-000	Salary Survey PERA Cost Impact	\$ 29,519.33
401-7-751-110-000	Insurance Mandates/Enrollment Impact	\$ (1,595.52)
401-7-751-111-000	Insurance Mandates/Enrollment Impact	\$ 3,316.78
402-6-651-102-000	Salary Survey Salary Cost Impact	\$ 45,462.20
402-6-651-106-000	Salary Survey Medicare Cost Impact	\$ 659.20
402-6-651-108-000	Salary Survey FICA Cost Impact	\$ 2,818.66
402-6-651-109-000	Salary Survey PERA Cost Impact	\$ 8,092.27
402-6-651-110-000	Insurance Mandates/Enrollment Impact	\$ (21,729.36)
402-6-651-111-000	Insurance Mandates/Enrollment Impact	\$ 909.24
402-6-652-102-000	Salary Survey Salary Cost Impact	\$ 30,707.73
402-6-652-106-000	Salary Survey Medicare Cost Impact	\$ 445.26
402-6-652-108-000	Salary Survey FICA Cost Impact	\$ 1,903.88
402-6-652-109-000	Salary Survey PERA Cost Impact	\$ 5,465.98
402-6-652-110-000	Insurance Mandates/Enrollment Impact	\$ (658.44)
402-6-652-111-000	Insurance Mandates/Enrollment Impact	\$ 614.15
402-6-653-102-000	Salary Survey Salary Cost Impact	\$ (8,673.62)
402-6-653-106-000	Salary Survey Medicare Cost Impact	\$ (125.77)
402-6-653-108-000	Salary Survey FICA Cost Impact	\$ (537.76)
402-6-653-109-000	Salary Survey PERA Cost Impact	\$ (1,543.90)

402-6-653-110-000	Insurance Mandates/Enrollment Impact	\$ (86,404.32)
402-6-653-111-000	Insurance Mandates/Enrollment Impact	\$ (173.47)
402-6-654-102-000	Salary Survey Salary Cost Impact	\$ 32,552.00
402-6-654-106-000	Salary Survey Medicare Cost Impact	\$ 472.00
402-6-654-108-000	Salary Survey FICA Cost Impact	\$ 2,018.22
402-6-654-109-000	Salary Survey PERA Cost Impact	\$ 5,794.26
402-6-654-111-000	Insurance Mandates/Enrollment Impact	\$ 651.04
427-6-638-102-000	Salary Survey Salary Cost Impact	\$ 3,322.73
427-6-638-106-000	Salary Survey Medicare Cost Impact	\$ 48.18
427-6-638-108-000	Salary Survey FICA Cost Impact	\$ 206.01
427-6-638-109-000	Salary Survey PERA Cost Impact	\$ 591.45
427-6-638-111-000	Insurance Mandates/Enrollment Impact	\$ 66.45
432-7-761-102-000	Salary Survey Salary Cost Impact	\$ 14,038.81
432-7-761-106-000	Salary Survey Medicare Cost Impact	\$ 203.56
432-7-761-108-000	Salary Survey FICA Cost Impact	\$ 870.41
432-7-761-109-000	Salary Survey PERA Cost Impact	\$ 2,498.91
432-7-761-111-000	Insurance Mandates/Enrollment Impact	\$ 280.78
432-7-765-102-000	Salary Survey Salary Cost Impact	\$ 773.84
432-7-765-106-000	Salary Survey Medicare Cost Impact	\$ 11.22
432-7-765-108-000	Salary Survey FICA Cost Impact	\$ 47.98
432-7-765-109-000	Salary Survey PERA Cost Impact	\$ 137.74
432-7-765-111-000	Insurance Mandates/Enrollment Impact	\$ 15.48
435-6-643-102-000	Salary Survey Salary Cost Impact	\$ 23,171.20
435-6-643-106-000	Salary Survey Medicare Cost Impact	\$ 335.98
435-6-643-108-000	Salary Survey FICA Cost Impact	\$ 1,436.61
435-6-643-109-000	Salary Survey PERA Cost Impact	\$ 4,124.47
435-6-643-110-000	Insurance Mandates/Enrollment Impact	\$ (2,741.40)
435-6-643-111-000	Insurance Mandates/Enrollment Impact	\$ 463.42
437-6-659-102-000	Salary Survey Salary Cost Impact	\$ 13,873.60
437-6-659-106-000	Salary Survey Medicare Cost Impact	\$ 201.17
437-6-659-108-000	Salary Survey FICA Cost Impact	\$ 860.16
437-6-659-109-000	Salary Survey PERA Cost Impact	\$ 2,469.50
437-6-659-111-000	Insurance Mandates/Enrollment Impact	\$ 277.47
452-8-832-102-000	Salary Survey Salary Cost Impact	\$ 32,342.44
452-8-832-106-000	Salary Survey Medicare Cost Impact	\$ 468.97
452-8-832-108-000	Salary Survey FICA Cost Impact	\$ 2,005.23
452-8-832-109-000	Salary Survey PERA Cost Impact	\$ 5,756.95
452-8-832-110-000	Insurance Mandates/Enrollment Impact	\$ (13,603.52)
452-8-832-111-000	Insurance Mandates/Enrollment Impact	\$ 646.85
401-6-619-249-000	Equipment Maintenance/Agreements	\$ 23,000.00
605-6-672-428-000	Economic Grants To Sub-recipients	\$ 50,000.00

Item # 14

ITB-24-1 (Rebid) Public Health Office
Award Recommendation to Mirador
Enterprises, Inc of El Paso, TX

Meeting Date: 12/21/2023

STAFF SUMMARY

REQUESTED BY: Analicia Nieto, CPO
Purchasing Director

ACTION REQUIRED: Award Recommendation for ITB-24-1 (Rebid)

SUMMARY: Chaves County solicited bids for the Public Health Office. We received two bids on November 7, 2023. Both bids were rejected, either due to cost or non-responsive to the solicitation. Chaves County went out for rebid and on December 12, 2023, received two new bids as follows:

1. Waide Construction of Roswell, NM for \$6,867,380.00 (without GRT)
2. Mirador Enterprises, Inc of El Paso, TX for \$6,601,190.00 (without GRT)

Both bids were responsive and tabulated for compliance by ASA Architects and staff. Staff is recommending approval of the award contingent upon DFA approval to the qualified low bidder, **Mirador Enterprises Inc**, in the amount of \$6,601,190.00 plus GRT.

SUPPORT DOCUMENTS: Bid Acceptance Letter: Notice of Intent to Award
Letter of Recommendation – Rob Price, ASA Architects

BID SUMMARY

BID #: ITB-24-1 (Rebid)

COMMODITY: Public Health Office

USER DEPARTMENT(S): Public Office

SPECIFICATIONS BY: ASA Architects

ADVERTISED: November 19, 2023, in the Roswell Daily Record, Las Cruces-Sun News, and Albuquerque Journal

ADDENDA ISSUED: One

OPEN DATE: December 12, 2023

SPECIFIC DESCRIPTION: Solicitation for competitive sealed bids for Public Health Office

PURCHASING DEPARTMENT

PO Box 1817
Roswell, NM 88202-1817
Phone: 575-624-6615
Fax: 575-624-6631

Purchasing Director

Analia Nieto, CPO
ana.nieto@chavescounty.gov



COMMISSIONERS

Dara Dana · District 1
T. Calder Ezzell Jr. · District 2
Jeff Bilberry · District 3
Richard Taylor · District 4
Michael Perry · District 5

County Manager

William B. Williams

December 12, 2023

Mirador Enterprises, Inc
Attn : Yolanda Diaz
8201 Lockheed Dr. Suite 110
El Paso, TX 79925
Sent via email: ydiaz@miradorenterprises.com

certified mail article# : 7022 3330 0002 0430 9015

BID ACCEPTANCE: NOTICE OF INTENT TO AWARD ITB-24-1 Public Health Office (Rebid)

Chaves County has received 2 bids in response to the solicitation mentioned above as follows:

1. Waide Construction Co., of Roswell, NM for \$6,867,380.00 (without GRT)
2. Mirador Enterprises, Inc, of El Paso, TX for \$6,601,190.00 (without GRT)

Bids were responsive and tabulated for compliance by ASA Architects and staff. Staff is recommending approval of award, contingent upon DFA, approval to the qualified low bidder, **Mirador Enterprises Inc**, in the amount of \$6,601,190.00 plus GRT. Recommendation for this award will be presented to the Board of Commissioners at the December 21 2023, Commission Meeting at 9:00 am in the Commission Chambers located at #1 St. Mary's Place in Roswell, NM, 88203. Upon final DFA approval, a Notice of Award will be mailed out.

*In accordance with Section 13-1-172 NMSA 1978, any Bidder who is aggrieved in connection with the solicitation of a contract or the award of a contract may protest to the Chief Procurement Officer. The protest must be submitted **in writing within fifteen (15) calendar days** after knowledge of the facts or occurrences giving rise to the protest. The protest letter shall include the name and address of the protestant, the solicitation number, and a statement of the grounds for protest, including appropriate supporting exhibits.*

Thank you for your participation in this solicitation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Analia Nieto".

Analia Nieto, CPO



13 December 2023

Ms. Ana Nieto
Purchasing Director, CPO
Chaves County, NM
#1 St. Mary's Place
Roswell, NM 88203

**RE: Chaves County Public Health Building
Re-bid, Bidding Summary**

Dear Ana:

We received the bid information you forwarded for the Chaves County Public Health Building Re-Bid yesterday. We have reviewed the two bids, and can provide the following feedback:

1. Mirador provided a bid of \$6,601,190.00. They completed and signed the bid form, acknowledged addendum #1, furnished a bid bond, included the subcontractor list with SAMS registration numbers, provided the equal employment opportunity form, provided the Section 3 certification and plan, provided Table A and Table B, provided the campaign contribution form, and provided a certificate of insurance.
2. Waide Construction provided a bid of \$6,867,380.00. They completed and signed the bid form, acknowledged addendum #1, furnished a bid bond, included the subcontractor list (although few SAMS numbers were included), provided the equal employment opportunity form, provided the Section 3 certification and plan, provided Table A (although not broken down), provided Table B, provided the campaign contribution form, and provided a certificate of insurance.

Based on the information above, we propose that Mirador be awarded the project as the low successful bidder.

Let us know if you need anything else.

Thank You;

ASA ARCHITECTS

Robert S. Price

Robert S. Price, AIA
Vice President / Principal Architect

Item # 15

ITB-24-2 (Rebid) PVRCC Renovation
Award Recommendation to Mirador
Enterprises, Inc of El Paso, TX

Meeting Date: 12/21/2023

STAFF SUMMARY

REQUESTED BY: Analicia Nieto, CPO
Purchasing Director

ACTION REQUIRED: Award Recommendation for ITB-24-2 (Rebid)

SUMMARY: Chaves County solicited bids for the Pecos Valley Regional Communications Center Renovation. We received one bid on September 12, 2023. The bid was rejected due to cost. Chaves County went out for rebid and on November 7, 2023, and received a new bid from Mirador Enterprises, Inc out of El Paso, TX. Desert Peak Architects and staff have reviewed the bid for response and compliance. Staff recommends approval of award recommendation to the qualified low bidder, **Mirador Enterprises Inc**, in the amount of \$2,399,930.94 plus GRT.

SUPPORT DOCUMENTS: Bid Acceptance Letter: Notice of Intent to Award

BID SUMMARY

BID #: ITB-24-2 (Rebid)

COMMODITY: Pecos Valley Regional Communication Center Renovation

USER DEPARTMENT(S): Dispatch

SPECIFICATIONS BY: Desert Peak Architects

ADVERTISED: October 1, 2023, in the Roswell Daily Record

ADDENDA ISSUED: One

OPEN DATE: November 7, 2023

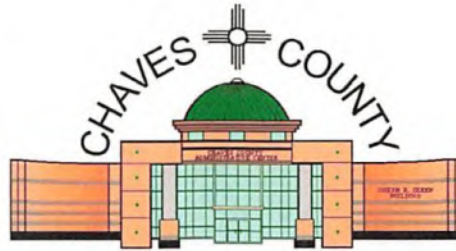
SPECIFIC DESCRIPTION: Solicitation for competitive sealed bids for Pecos Valley Regional Communications Center Renovation

PURCHASING DEPARTMENT

PO Box 1817
Roswell, NM 88202-1817
Phone: 575-624-6615
Fax: 575-624-6631

Purchasing Director

Analia Nieto, CPO
ana.nieto@chavescounty.gov



COMMISSIONERS

Dara Dana · District 1
T. Calder Ezzell Jr. · District 2
Jeff Bilberry · District 3
Richard Taylor · District 4
Michael Perry · District 5

County Manager

William B. Williams

December 12, 2023

Mirador Enterprises, Inc
Attn : Yolanda Diaz
8201 Lockheed Dr. Suite 110
El Paso, TX 79925
Sent via email: ydiaz@miradorenterprises.com

certified mail article# : 7022 3330 0002 0430 9008

BID ACCEPTANCE: NOTICE OF INTENT TO AWARD

ITB-24-2 (Rebid) PVRCC Renovation

Chaves County has received and intends to accept your bid in response to the solicitation mentioned above. Recommendation for this award will be presented at the Chaves County Board of Commissioners Commission meeting to be held on December 21 2023, at 9:00 am in the Commission Chambers located at #1 St. Mary's Place in Roswell, NM, 88203.

*In accordance with Section 13-1-172 NMSA 1978, any Bidder who is aggrieved in connection with the solicitation of a contract or the award of a contract may protest to the Chief Procurement Officer. The protest must be submitted **in writing within fifteen (15) calendar days** after knowledge of the facts or occurrences giving rise to the protest. The protest letter shall include the name and address of the protestant, the solicitation number, and a statement of the grounds for protest, including appropriate supporting exhibits.*

Thank you for your participation in this solicitation.

Sincerely,

Analia Nieto, CPO

Item # 16

ITB-24-3 Court Compliance Remodel
Award Recommendation to Mirador
Enterprises, Inc of El Paso, TX

Meeting Date: 12/21/2023

STAFF SUMMARY

REQUESTED BY: Analicia Nieto, CPO
Purchasing Director

ACTION REQUIRED: Award Recommendation for ITB-24-3

SUMMARY: Chaves County solicited bids for the Court Compliance Remodel Project. We received 3 bids December 12, 2023 as follows:

1. Waide Construction Co., of Roswell, NM for \$275,773.00 (without GRT).
2. White Rock Construction Co., of Roswell, NM for \$323,237.26 (without GRT)
3. Mirador Enterprises Inc, of El Paso, TX for \$255,155.00 (without GRT)

All bids were responsive and tabulated for compliance by ASA Architects and staff. Staff recommends approval of award recommendation by ASA Architects to the qualified low bidder, **Mirador Enterprises Inc**, in the amount of \$255,155.00 plus GRT.

SUPPORT DOCUMENTS: Bid Acceptance Letter: Notice of Intent to Award
Letter of Recommendation – Hal Barnett, ASA Architects

BID SUMMARY

BID #: ITB-24-3

COMMODITY: Court Compliance Remodel

USER DEPARTMENT(S): Court Services

SPECIFICATIONS BY: Hal Barnett, ASA Architects

ADVERTISED: November 12, 2023, in the Roswell Daily Record

ADDENDA ISSUED: One

OPEN DATE: December 12, 2023

SPECIFIC DESCRIPTION: Solicitation for competitive sealed bids for Court Compliance Remodel.

PURCHASING DEPARTMENT

PO Box 1817
Roswell, NM 88202-1817
Phone: 575-624-6615
Fax: 575-624-6631

Purchasing Director

Analicia Nieto, CPO
ana.nieto@chavescounty.gov



COMMISSIONERS

Dara Dana · District 1
T. Calder Ezzell Jr. · District 2
Jeff Bilberry · District 3
Richard Taylor · District 4
Michael Perry · District 5

County Manager

William B. Williams

December 12, 2023

Mirador Enterprises, Inc
Attn : Yolanda Diaz
8201 Lockheed Dr. Suite 110
El Paso, TX 79925
Sent via email: ydiaz@miradorenterprises.com

certified mail article# : 7022 3330 0002 0430 8995

BID ACCEPTANCE: NOTICE OF INTENT TO AWARD

ITB-24-3 Court Compliance Remodel

Chaves County has received 3 bids in response to the solicitation mentioned above. Bid were received as follows:

1. Waide Construction Co., of Roswell, NM for \$275,773.00 (without GRT).
2. White Rock Construction Co., of Roswell, NM for \$323,237.26 (without GRT)
3. Mirador Enterprises Inc, of El Paso, TX for \$255,155.00 (without GRT)

Bids were responsive and tabulated for compliance by ASA Architects and staff. Staff is recommending approval of award to the qualified low bidder, **Mirador Enterprises Inc**, in the amount of \$255,155.00 plus GRT. Recommendation for this award will be presented at the Chaves County Board of Commissioners Commission meeting to be held on December 21 2023, at 9:00 am in the Commission Chambers located at #1 St. Mary's Place in Roswell, NM, 88203.

*In accordance with Section 13-1-172 NMSA 1978, any Bidder who is aggrieved in connection with the solicitation of a contract or the award of a contract may protest to the Chief Procurement Officer. The protest must be submitted **in writing within fifteen (15) calendar days** after knowledge of the facts or occurrences giving rise to the protest. The protest letter shall include the name and address of the protestant, the solicitation number, and a statement of the grounds for protest, including appropriate supporting exhibits.*

Thank you for your participation in this solicitation.

Sincerely,

Analicia Nieto, CPO

December 13, 2023

Board of Commissioners
c/o Ana Nieto, Purchasing Director
Chaves County
#1 St. Mary's Place
Roswell, New Mexico 88203

Re: Court Compliance Relocation Remodel at
Chaves County Courthouse
Bid No.: ITB-24-3

Dear Commissioners,

On Tuesday, December 12, 2023 three sealed bids were received and opened for the above referenced project. Enclosed please find a copy of the Bid Tabulation Sheet.

Mirador Enterprises, Inc. from El Paso, Texas submitted the low responsive bid. In our review of their bid documents we found everything to be in compliance. Mirador Enterprises will be subcontracting with a Roswell area contractor for the plumbing and HVAC work. Mirador Enterprises, Inc. was established in 2002. They have successfully completed 14 similar projects for other governmental agencies in southern New Mexico and the El Paso area this past year. Our El Paso office has worked with them on two projects and found them to be a reputable and capable company.

Mirador Enterprises' base bid was \$255,155. ASA Architects recommends the County of Chaves award a construction contract for this amount which does not include NMGR tax. The total construction cost including the current tax rate will be \$274,504.17.

Sincerely,



Hal E. Barnett, A.I.A
Vice President

cc: Anabel Barraza, Finance Director
Scott Massey, Facilities Maintenance Director

Enclosures

HEB/jeb



Item # 17

Request for Out-Of-State Travel

Meeting Date: December 21, 2023

STAFF SUMMARY

REQUESTED BY: Bill Williams
County Manager

ACTION REQUIRED: Ratify Request

SUMMARY:

Bill Williams is requesting approval for out-of-state travel for the Permian Strategic Partnership Meeting held in Odessa, Texas on Friday December 8, 2023.

Staff recommends approval.

SUPPORT DOCUMENTS:

Submitted by: Bill Williams

Title: County Manager



Share:    

US Sen. John Cornyn and TxDOT Chairman Bruce Bugg Jr. Join the PSP in commemorating transformative efforts

The Permian Strategic Partnership (PSP) proudly marks its fifth anniversary in 2024. To kick off the celebration and commemorate half a decade of transformative efforts in the Permian Basin, the PSP hosted a luncheon event featuring esteemed guests US Sen. John Cornyn and Chairman of the Texas Transportation Commission J. Bruce Bugg Jr. This event served as a testament to the partnership's achievements and commitment to the region.

"The Permian Strategic Partnership has built a coalition of industry and community leaders committed to fostering upward mobility for West Texans by improving access to education, healthcare and infrastructure," said Sen. Cornyn. "I was proud to join them in celebrating their fifth anniversary, and I look forward to seeing how their efforts will continue to benefit the Permian Basin in the years to come."

Founded in 2019, the PSP is a first-of-its-kind organization that brings together businesses, universities and local leaders to invest in the community and enhance the quality of life for Permian Basin residents. With the help of its 27 members, the PSP leverages public-private partnerships to meet the Permian Basin's needs, including investments toward an excellent education system, accessible healthcare network, affordable housing, safe roads and career development opportunities.

"TxDOT is proud to partner with local stakeholders, like the Permian Strategic Partnership, to develop and deliver important transportation projects throughout the state," said Texas Transportation Commission Chairman J. Bruce Bugg Jr. "TxDOT's investment in Permian Basin transportation projects has doubled since 2018. TxDOT looks forward to working with PSP on opportunities for future investment in the transportation infrastructure of the Permian Basin to continue the 'Permian Promise' for US energy resources for decades to come."

"I want to thank everyone who came out to celebrate the first five years of the Permian Strategic Partnership's work in our communities and to kick off the start. We have many more years to come. PSP is a true example of how states can work across borders toward shared goals," said New Mexico Department of Transportation Cabinet Secretary Ricky Serna.

Over the past five years, the PSP has committed \$160 million to generate over \$1.5 billion in community support. These funds have gone toward:

- Creating 134 state-of-the-art STEM centers
- Supporting the certification of up to 700 teachers
- Developing an Energy Education and Workforce Curriculum to inspire students to explore a career in oil and gas
- Expanding healthcare access through a new behavioral health center
- Upskilling workers with SkillPoint Alliance and programs like Odessa College's Truck Driving Academy
- Improving the safety of roads by equipping the Permian Basin's first responders with lifesaving equipment

"The Permian Basin stands at the forefront of the global energy landscape, and its importance continues to surge. Our region must possess the necessary resources to meet this growing demand," said Don Evans, PSP Chairman. "As we mark this five-year milestone, the PSP remains committed to advancing the economic and strategic interests of the Permian Basin. Together, we can continue to build a thriving and resilient future for our region, one that harnesses the full potential of this energy powerhouse."

With the support of its member companies, stakeholders and dedicated partners, the PSP is poised to continue making a lasting, positive impact in the Permian Basin for years to come.

"As we pause to acknowledge the significant milestones achieved over the past five years, we also recognize that the work is far from complete," said PSP President and CEO Tracee Bentley. "The Permian Basin's prominence and impact are expected to grow exponentially over the next decade. By 2040, we anticipate requiring an additional 190,900 workers to meet the demands of this thriving region. Through our ongoing commitment to education, healthcare, safety and workforce development, we are dedicated to ensuring that these future needs are met while fostering the region's continued success."



Categories

Newsroom

PSP Across the Basin

Uncategorized

Archives

December 2023

November 2023

September 2023

August 2023

AGENDA ITEM: 18

Request for of Out-of-State Travel

MEETING DATE: December 21, 2023

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Alex Palomino, Public Services Director

ACTION REQUESTED: Approve Request

ITEM SUMMARY:

The Chaves County Roads Department is requesting approval for out-of-state travel for two road employees to attend Operation & Trouble Shooting Seminars for roadway chip, seal, and spreading equipment. Training will be in Wickenburg, AZ February 20 – February 23, 2024. Roads would like to send Raymond Romero and another Roads Maintenance II (TBD) to attend the training. Expenses associated with this request have been included in departments training budget line items.

Staff recommends approval.

SUPPORT DOCUMENTS: Registration Confirmation

SUMMARY BY: Alex Palomino

TITLE: Public Services Director



3650 Sabin Brown Rd. Wickenburg, AZ 85390

P-888-897-0575

E- CustomerService@bearcatmfg.com

December 15, 2023

TO: ETNYRE, BEARCAT, RES CUSTOMERS:

Customer/Dealer Operation & Trouble Shooting Seminars

The seminar will cover operation, trouble shooting, maintenance, and safety on our most recent model Distributors, Chip Spreaders, Crack Sealers, RES Roadsavers and of course, we will answer specific questions on any Etnyre product.

The schedule will be:

Session 1:

February 20, 2024

8:00 AM to 4:30 PM

Bearcat Distributors

Session 2:

February 21, 2024

8:00 AM to 4:30 PM

Bearcat Chip Spreader & Etnyre Crack Sealer

DINNER/SOCIAL: Wednesday night will be providing dinner at BAR-7 in downtown Wickenburg from 5-8pm for all customers and dealers. Dinner and limited drinks will be included at no extra cost to those participating in the class.

Session 3:

February 22, 2024

8:00 AM to 4:30 PM

RES Roadsaver

Session 4:

February 23, 2024

8:00 AM to 2:00 PM

All Equipment hands on and questions

We will provide the lunches for all four days of class.

As always we want this school to be for you, so if you have any suggestions of items you want to see covered please feel free to comment.

Hotel reservations can be made at the following:

Best Western Rancho Grande 928-684-5445

Quality Inn of Wickenburg 928-684-5461

Super 8 by Wyndham 928-415-1629

Los Viajeros Inn 928-684-7099

Please register by emailing Brian Kruse @ bkruse@bearcatmfg.com. Include company name, attendees names and whether you are a dealer or customer. Once sessions are full, they will close and no longer be available. There will be the possibility of a second class schedule if enough interest is shown. There is a \$200 registration fee per customer for this year's seminars.

There will be a follow up email invoice for payment once your confirmed for the seminars.

Questions or concerns, notify Brian in our Service department at bkruse@bearcatmfg.com .

We look forward to seeing you again.

Thank you.

AGENDA ITEM: 19

2024 Road Hearing Schedule Approval

MEETING DATE: December 21, 2023

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Alex Palomino, Public Services Director

ACTION REQUESTED: Approve Request

ITEM SUMMARY:

Chaves County Public Services requests review and approval of the attached presented road hearing schedule.

Staff recommends approval.

SUPPORT DOCUMENTS: Road Hearing Schedule Approval

SUMMARY BY: Alex Palomino

TITLE: Public Services Director

2024 CHAVES COUNTY ROAD HEARING SCHEDULE

- December 21, 2023, > Commissioners approve 2024 Schedule.
- December 25, 2023, > Applications Available
(Publish December 24, 2023, and January 7, 2024)
- February 2, 2024 > All Road Applications **deadline** by 5pm.
- February 15, 2024 > Commission to appoint freeholders.
- February 19 – March 4 ,2024 > Post notice along proposed roads
- March 4-8, 2024 > Freeholders view roads
- March 21, 2024 > Commissioners receive Freeholders reports.
- March 24, 2024 > Notice for Rd. Hearing (*Publish March 24 & March 31*)
- April 18, 2024 > 2024 Public Road Hearing
Commissioners review applications, freeholders report and receive public input-**NO DECISION MADE AT THIS HEARING.**
- April 23-26, 2024 > Commissioners view road request; Commission has discretion to consider action following viewing (*if action is taken, no action will be required May 16, 2023*)
- May 16, 2024 > Commissioners give final decisions on road vacation and/or preliminary approval on new roads and road maintenance status changes.
- December 19, 2024 > Evaluation of stipulations and criteria-performance resolution and final approval on new roads and maintenance status change request.
- January 1, 2025 > Final approval becomes effective on approved new road and road maintenance request.

CHAVES COUNTY FINANCE
ACCOUNTS PAYABLE
P.O. Box 1597
Roswell, NM 88202-1597
Phone 575-624-6677 or 575-624-6620



COMMISSIONERS
Dara Dana · District 1
T Calder Ezzell Jr. · District 2
Jeff Bilberry · District 3
Richard C. Taylor · District 4
Michael Perry · District 5

Finance Director
Anabel Barraza

County Manager
Bill Williams

Final Payment Register

Date: 11/03/2023
Packet# 02759

Date: 11/17/2023
Packet# 02775

Date: _____
Packet# _____

Date: 11/3/2023
Packet# 02761

Date: 11/22/2023
Packet# 02779

Date: _____
Packet# _____

Date: 11/10/2023
Packet# 02766

Date: 11/22/2023
Packet# 02781

Date: _____
Packet# _____

Date: 11/14/2023
Packet# 02769

Date: _____
Packet# _____

Date: _____
Packet# _____

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

ATTEST:

T. Calder Ezzell Jr, Vice-Chairman

Cindy Fuller
County Clerk

Dara Dana, Member

Richard C. Taylor, Member

Michael Perry, Member

Approval of Checks

Approval of Checks

Commission Meeting 21-Dec-23

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Anabel Barraza, Finance Director
(575-624-6658)

ACTION REQUESTED:
Approval of Checks

ITEM SUMMARY:

A/P:	3-Nov-23	\$287,632.40
	3-Nov-23	\$1,644.62
	10-Nov-23	\$518,626.05
	14-Nov-23	\$26,408.45
	17-Nov-23	\$223,478.78
	22-Nov-23	\$236,644.30
	22-Nov-23	\$15,000.00
PAYROLL:	29-Oct-23 REGULAR	\$313,150.88
	12-Nov-23 REGULAR	\$324,000.98
	12-Nov-23 FINAL	\$12,598.67
	26-Nov-23 REGULAR	\$327,515.80
	26-Nov-23 DISCRETIONARY/CERT	\$9,250.00
	26-Nov-23 FINAL	\$5,958.87

Grand Total Checks to be Approved: \$2,301,909.80

SUPPORT DOCUMENTS:

Copies of Bills Lists

SUMMARY BY: Stephanie Carrillo

TITLE: A/P Officer



Expense Approval Register

Packet: APPKT02759 - CHECK RUN 11/3/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ALBUQUERQUE MOTOR COMPANY					
ALBUQUERQUE MOTOR CO	38418	11/01/2023	3 RAM 1500 CREW CABS 4X4	631-8-884-247-000	100,000.00
ALBUQUERQUE MOTOR CO	38418	11/01/2023	3 RAM 1500 CREW CABS 4X	635-6-682-372-000	31,829.00
Vendor ALBUQUERQUE MOTOR COMPANY Total:					131,829.00
Vendor: AMANDA BEAGLES-CLARK					
AMANDA BEAGLES-CLARK	CC025209	11/01/2023	TRANSPORT DOC/ VALENCIA	650-6-684-228-000	10.00
Vendor AMANDA BEAGLES-CLARK Total:					10.00
Vendor: ANALICIA N NIETO					
ANALICIA N NIETO	CC025221	11/01/2023	NMPPA 2023 FALL CONF/ 10	401-6-625-226-000	180.00
Vendor ANALICIA N NIETO Total:					180.00
Vendor: ASA ARCHITECTS					
ASA ARCHITECTS	4745	11/01/2023	AREA D REMODEL DESIGN	631-8-884-225-000	4,792.84
Vendor ASA ARCHITECTS Total:					4,792.84
Vendor: BRUCKNER TRUCK SALES					
BRUCKNER TRUCK SALES	XA10703835301	11/01/2023	PARTS FOR ROAD	402-6-653-221-000	510.14
Vendor BRUCKNER TRUCK SALES Total:					510.14
Vendor: CARRIE HARDY					
CARRIE HARDY	INV0011115	11/02/2023	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
Vendor CARRIE HARDY Total:					250.00
Vendor: COACH CRAFT					
COACH CRAFT	CC025218	11/01/2023	BODY WORK/2019 FORD F-2	401-6-691-221-000	3,216.33
Vendor COACH CRAFT Total:					3,216.33
Vendor: COUNTY OF LINCOLN					
COUNTY OF LINCOLN	CC025228	11/01/2023	HOUSING INMATES FOR CCD	650-6-684-268-000	216.00
Vendor COUNTY OF LINCOLN Total:					216.00
Vendor: CUMBERLAND CO-OPERATIVE WATER					
CUMBERLAND CO-OPERATIV	CC025222	11/01/2023	ACCT# G215	401-6-691-341-000	39.32
CUMBERLAND CO-OPERATIV	CC025223	11/01/2023	ACCT# B1085	408-8-812-341-000	35.38
CUMBERLAND CO-OPERATIV	CC025224	11/01/2023	ACCT# G105	410-8-816-341-000	21.43
Vendor CUMBERLAND CO-OPERATIVE WATER Total:					96.13
Vendor: DEERE CREDIT, INC					
DEERE CREDIT, INC	2837059	11/01/2023	ACCT# 030-0069875-000	402-6-653-251-000	3,545.57
DEERE CREDIT, INC	2837060	11/01/2023	ACCT# 030-0069878-000	402-6-653-251-000	3,545.57
Vendor DEERE CREDIT, INC Total:					7,091.14
Vendor: DEXTER CONSOLIDATED SCHOOLS					
DEXTER CONSOLIDATED SCH	FY24-4DEX-TNT	11/01/2023	DWI DISTRIBUTION/ FY 23-2	432-7-761-267-000	1,000.00
Vendor DEXTER CONSOLIDATED SCHOOLS Total:					1,000.00
Vendor: DIANE F. TAYLOR					
DIANE F. TAYLOR	FY24-4DT	11/01/2023	DWI DISTRIBUTION/ FY 23-2	432-7-761-267-000	4,524.33
Vendor DIANE F. TAYLOR Total:					4,524.33
Vendor: FORREST TIRE OF ROSWELL, NM INC.					
FORREST TIRE OF ROSWELL,	1071013	11/01/2023	17 TIRES FOR CCSO	401-7-752-221-000	3,355.12
FORREST TIRE OF ROSWELL,	1071137	11/01/2023	12 TIRES FOR CCSO	401-7-752-221-000	2,918.16
FORREST TIRE OF ROSWELL,	1071149	11/01/2023	4 NEW TIRES FOR CCSO	401-7-752-221-000	839.12
Vendor FORREST TIRE OF ROSWELL, NM INC. Total:					7,112.40
Vendor: FRANK G. MAGOURILOS					
FRANK G. MAGOURILOS	FY22-1FM	11/01/2023	PREVENTION WORKS/ FY 23-	432-7-762-267-000	1,333.33
Vendor FRANK G. MAGOURILOS Total:					1,333.33

Expense Approval Register

Packet: APPKT02759 - CHECK RUN 11/3/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: INK IMPRESSIONS INC					
INK IMPRESSIONS INC	59505	11/01/2023	SUPPLEMENTAL ELECTION S	631-8-872-231-000	1,750.00
Vendor INK IMPRESSIONS INC Total:					1,750.00
Vendor: ITS QUEST, INC					
ITS QUEST, INC	901349	11/01/2023	TEMP/ SATTERFIELD	402-6-653-104-000	588.70
ITS QUEST, INC	901362	11/01/2023	TEMP/ SATTERFIELD	402-6-653-104-000	784.93
ITS QUEST, INC	901375	11/01/2023	TEMP/ SATTERFIELD	402-6-653-104-000	726.06
Vendor ITS QUEST, INC Total:					2,099.69
Vendor: IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507					
IUPA, CHAVES COUNTY SHER	CM0000274	11/02/2023	Andres G. Salas Union Dues	401-2-200-010-000	-25.00
IUPA, CHAVES COUNTY SHER	CM0000275	11/02/2023	Charles Drake Union Dues	401-2-200-010-000	-25.00
IUPA, CHAVES COUNTY SHER	INV0011123	11/02/2023	Andres G. Salas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011124	11/02/2023	Travis W. Hardy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011125	11/02/2023	Pedro J. Silvas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011126	11/02/2023	JOSH MARTINEZ UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011127	11/02/2023	Jeromy W. Parmer Union Du	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011128	11/02/2023	Charles Drake Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011129	11/02/2023	Olivia Padilla Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011130	11/02/2023	RAUL RAMOS UNION DUES	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011131	11/02/2023	GAUGE KENNARD	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011132	11/02/2023	NATHANIEL DE LA CERDA UN	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011133	11/02/2023	BEN CONKLIN UNION DUES	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011134	11/02/2023	SCOTT HENDRIX UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011135	11/02/2023	JOSH MCKELVEY UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011136	11/02/2023	RICARDO DELGADO UNION	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011137	11/02/2023	John White Union Dues	401-2-200-010-000	25.00
Vendor IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507 Total:					325.00
Vendor: KS STATE BANK					
KS STATE BANK	44	11/02/2023	ACCT# 3380675	635-6-682-375-000	13,634.11
Vendor KS STATE BANK Total:					13,634.11
Vendor: LA CASA DE BUENA SALUD INC					
LA CASA DE BUENA SALUD I	FY24-1LABH	11/01/2023	TREATMENT FOR SPANISH CL	432-7-762-267-000	3,333.33
Vendor LA CASA DE BUENA SALUD INC Total:					3,333.33
Vendor: LOVELACE HEALTH SYSTEMS INC					
LOVELACE HEALTH SYSTEMS	CC025210	11/01/2023	ACCT# H1000931037300	427-6-639-270-000	86.58
Vendor LOVELACE HEALTH SYSTEMS INC Total:					86.58
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC025216	11/01/2023	ACCT# 075706312-1236482-	414-8-819-341-000	28.47
NEW MEXICO GAS COMPAN	CC025217	11/01/2023	ACCT# 076281612-0786941-	401-6-693-341-000	29.04
NEW MEXICO GAS COMPAN	CC025225	11/01/2023	ACCT# 075706312-0781188-	412-8-815-341-000	45.41
Vendor NEW MEXICO GAS COMPANY INC Total:					102.92
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0011121	11/02/2023	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,374.91
NM RETIREE HEALTH CARE A	INV0011121	11/02/2023	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,633.20
NM RETIREE HEALTH CARE A	INV0011121	11/02/2023	NM RETIREE HEALTH CARE P	427-2-200-020-000	115.50
NM RETIREE HEALTH CARE A	INV0011121	11/02/2023	NM RETIREE HEALTH CARE P	432-2-200-020-000	171.28
NM RETIREE HEALTH CARE A	INV0011121	11/02/2023	NM RETIREE HEALTH CARE P	435-2-200-020-000	161.61
NM RETIREE HEALTH CARE A	INV0011121	11/02/2023	NM RETIREE HEALTH CARE P	437-2-200-020-000	74.38
NM RETIREE HEALTH CARE A	INV0011121	11/02/2023	NM RETIREE HEALTH CARE P	452-2-200-020-000	559.44
NM RETIREE HEALTH CARE A	INV0011122	11/02/2023	NM Retiree HealthCare Law	401-2-200-020-000	2,860.41
NM RETIREE HEALTH CARE A	INV0011147	11/01/2023	NM RETIREE HEALTH CARE P	401-2-200-020-000	6.77
Vendor NM RETIREE HEALTH CARE AUTHORITY Total:					11,957.50
Vendor: NM TRD/PTD					
NM TRD/PTD	CC025219	11/01/2023	DEBBIE RIBBLE/COURSE&TEX	401-7-731-224-000	395.00
Vendor NM TRD/PTD Total:					395.00

Expense Approval Register

Packet: APPKT02759 - CHECK RUN 11/3/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: PATRICIA JOHNSON					
PATRICIA JOHNSON	FY24-4SC	11/01/2023	DWI TREATMENT PROVIDER/	432-7-762-267-000	4,166.66
				Vendor PATRICIA JOHNSON Total:	4,166.66
Vendor: QUADIENT FINANCE USA, INC					
QUADIENT FINANCE USA, IN	CC025220	11/01/2023	ACCT# 7900044080967452	401-6-619-339-000	2,510.00
				Vendor QUADIENT FINANCE USA, INC Total:	2,510.00
Vendor: REGENTS OF NEW MEXICO					
REGENTS OF NEW MEXICO	GR0007659-1	11/01/2023	ANNUAL ALLOCATION FY 23/	401-6-671-438-000	35,000.00
				Vendor REGENTS OF NEW MEXICO Total:	35,000.00
Vendor: REGIONAL IMAGING ENM, LLC					
REGIONAL IMAGING ENM, LL	CC025227	11/01/2023	ACCT# 16014798	427-6-639-270-000	39.13
				Vendor REGIONAL IMAGING ENM, LLC Total:	39.13
Vendor: RICHARD T SMITH					
RICHARD T SMITH	003	11/01/2023	CONSULT ON FLOOD CONTR	452-8-832-260-000	1,075.83
				Vendor RICHARD T SMITH Total:	1,075.83
Vendor: ROSWELL CHAVES COUNTY EDC					
ROSWELL CHAVES COUNTY E	CC24-0005	11/01/2023	ANNUAL ALLOCATION FY 23-	605-6-672-428-000	12,500.00
				Vendor ROSWELL CHAVES COUNTY EDC Total:	12,500.00
Vendor: ROSWELL CLINIC CORP					
ROSWELL CLINIC CORP	CC025211	11/01/2023	ACCT# 1701302V1610	427-6-639-270-000	672.29
ROSWELL CLINIC CORP	CC025212	11/01/2023	ACCT# 1701315V1610	427-6-639-270-000	148.18
ROSWELL CLINIC CORP	CC025213	11/01/2023	ACCT# 1702063V1610	427-6-639-270-000	148.18
				Vendor ROSWELL CLINIC CORP Total:	968.65
Vendor: ROSWELL DAILY RECORD					
ROSWELL DAILY RECORD	00293088	11/01/2023	ACCT# 02100136	401-6-624-252-000	93.17
				Vendor ROSWELL DAILY RECORD Total:	93.17
Vendor: ROSWELL HOSPITAL CORPORATION					
ROSWELL HOSPITAL CORPOR	CC025214	11/01/2023	ACCT# VAW39702	427-6-639-270-000	111.14
ROSWELL HOSPITAL CORPOR	CC025226	11/01/2023	ACCT# VAW40177	427-6-639-270-000	303.43
ROSWELL HOSPITAL CORPOR	CC025228	11/01/2023	ACCT# VAW39709	427-6-639-270-000	117.96
				Vendor ROSWELL HOSPITAL CORPORATION Total:	532.53
Vendor: S RESOURCE, INCORPORATED					
S RESOURCE, INCORPORATE	104-23	11/01/2023	SALARY SURVEY/ FY 23-24	401-6-613-260-000	4,275.00
				Vendor S RESOURCE, INCORPORATED Total:	4,275.00
Vendor: SECURITY ADVISOR, LLC					
SECURITY ADVISOR, LLC	605	11/01/2023	SECURITY ADVISOR	650-6-684-260-000	7,900.66
				Vendor SECURITY ADVISOR, LLC Total:	7,900.66
Vendor: SECURITY TRANSPORT SERVICES INC					
SECURITY TRANSPORT SERVI	3801	11/01/2023	TRANSPORT/ MCLENNAN CO	650-6-684-228-000	1,794.15
SECURITY TRANSPORT SERVI	3802	11/01/2023	TRANSPORT/ EL PASO CO TO C	650-6-684-228-000	1,605.69
				Vendor SECURITY TRANSPORT SERVICES INC Total:	3,399.84
Vendor: STANTON L RIGGS ATTORNEY AT LAW, LLC					
STANTON L RIGGS ATTORNEY	2023-018	11/01/2023	PRO LEGAL SERVICES	401-6-611-260-000	8,520.54
				Vendor STANTON L RIGGS ATTORNEY AT LAW, LLC Total:	8,520.54
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	92511	11/01/2023	SUPPLIES	650-6-684-230-000	1,818.00
				Vendor STARR JANITORIAL INC. Total:	1,818.00
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0011113	11/02/2023	000454540-MENDOZA	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0011117	11/02/2023	000480470- SANCHEZ	401-2-200-018-000	160.46
STATE OF NEW MEXICO	INV0011118	11/02/2023	000207794- HUERTA	402-2-200-018-000	189.69
				Vendor STATE OF NEW MEXICO Total:	483.07
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0011114	11/02/2023	0013625446-COBOS	401-2-200-018-000	327.23

Expense Approval Register

Packet: APPKT02759 - CHECK RUN 11/3/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TEXAS CHILD SUPPORT SDU	INVO011116	11/02/2023	0009646845 MATTA,RAY	435-2-200-011-000	276.92
Vendor TEXAS CHILD SUPPORT SDU Total:					604.15
Vendor: THE MASTER'S TOUCH, LLC					
THE MASTER'S TOUCH, LLC	87863	11/01/2023	PRINT & MAIL 2023 TAX BILL	401-7-741-252-000	3,846.20
Vendor THE MASTER'S TOUCH, LLC Total:					3,846.20
Vendor: TOWN OF DEXTER					
TOWN OF DEXTER	CC025215	11/01/2023	ACCT# 1085	401-6-693-341-000	99.23
Vendor TOWN OF DEXTER Total:					99.23
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	35140840	11/01/2023	ACCT# 016-1539862-000	401-7-741-375-000	223.13
VISUAL EDGE IT, INC	35160344	11/01/2023	ACCT# 017-1663046-000	401-7-731-375-000	385.77
VISUAL EDGE IT, INC	35169226	11/01/2023	ACCT# 016-1539865-000	650-6-684-251-000	305.65
Vendor VISUAL EDGE IT, INC Total:					914.55
Vendor: WASTE CONNECTIONS OF N.M.					
WASTE CONNECTIONS OF N.	3785433V830	11/01/2023	ACCT# 5830-688853	452-8-832-267-000	177.30
Vendor WASTE CONNECTIONS OF N.M. Total:					177.30
Vendor: WATSON TRUCK & SUPPLY INC					
WATSON TRUCK & SUPPLY IN	288614	11/01/2023	SERVICE ON VIN# 1HTWAAA	402-6-653-221-000	2,688.26
WATSON TRUCK & SUPPLY IN	384099DO	11/01/2023	PARTS/ACCT# 336302	402-6-653-221-000	173.86
Vendor WATSON TRUCK & SUPPLY INC Total:					2,862.12
Grand Total:					287,632.40

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	76,362.83
402 - ROAD FUND	14,385.98
408 - EAST GRAND PLAINS VOLFIRE	35.38
410 - MIDWAY VOLUNTEER FIRE FND	21.43
412 - SIERRA VOLUNTEER FIRE FND	45.41
414 - CC FIRE DIST #8 VOL FIRE	28.47
427 - INDIGENT HOSPITAL CLAIMS	1,742.39
432 - DWI GRANT FUNDS	14,528.93
435 - CORRECTION GRANTS	438.53
437 - ENVIRONMENTAL TAX	74.38
452 - FLOOD CONTROL	1,812.57
605 - ECONOMIC DEVELOPMENT PROJ	12,500.00
631 - OTHER GRANTS & CONTRACTS	106,542.84
635 - EMERGENCY/CAPITAL OUTLAY	45,463.11
650 - DETENTION CONSTRUCTION PJ	13,650.15
Grand Total:	287,632.40

Account Summary

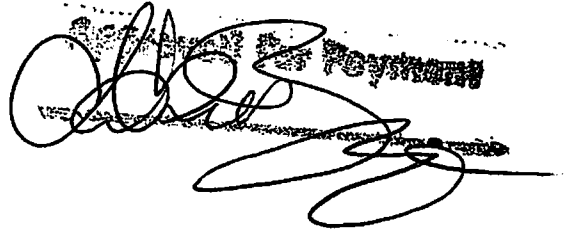
Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	325.00
401-2-200-018-000	CHILD ENFORCEMENT P	870.61
401-2-200-020-000	RETIREE H/C PAYABLE	9,242.09
401-6-611-260-000	PROFESSIONAL SERVICE	8,520.54
401-6-613-260-000	PROFESSIONAL SERVICE	4,275.00
401-6-619-339-000	POSTAGE/FREIGHT	2,510.00
401-6-624-252-000	PRINTING/PUBLISHING	93.17
401-6-625-226-000	MILEAGE REIMBURSEME	180.00
401-6-671-438-000	COUNTY AG. YOUTH FAI	35,000.00
401-6-691-221-000	VEH/HVY EQUIP. REPAIR	3,216.33
401-6-691-341-000	UTILITIES	39.32
401-6-693-341-000	UTILITIES	128.27
401-7-731-224-000	EMPLOYEE TRAINING	395.00
401-7-731-375-000	LEASE PURCHASE	385.77
401-7-741-252-000	PRINTING/PUBLISHING	3,846.20
401-7-741-375-000	LEASE PURCHASES	223.13
401-7-752-221-000	VEH/HVY EQUIP. REPAIR	7,112.40
402-2-200-018-000	CHILD ENFORCEMENT P	189.69
402-2-200-020-000	RETIREE H/C PAYABLE	1,633.20
402-6-653-104-000	TEMPORARY SALARIES	2,099.69
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	3,372.26
402-6-653-251-000	RENTALS	7,091.14
408-8-812-341-000	UTILITIES	35.38
410-8-816-341-000	UTILITIES	21.43
412-8-815-341-000	UTILITIES	45.41
414-8-819-341-000	UTILITIES	28.47
427-2-200-020-000	RETIREE H/C PAYABLE	115.50
427-6-639-270-000	PAYMENT OF HOSPITAL	1,626.89
432-2-200-020-000	RETIREE H/C PAYABLE	171.28
432-7-761-267-000	CONTRACTUAL SERVICES	5,524.33
432-7-762-267-000	CONTRACTUAL SERVICES	8,833.32
435-2-200-011-000	MISCELLANEOUS PAYABL	276.92
435-2-200-020-000	RETIREE H/C PAYABLE	161.61
437-2-200-020-000	RETIREE H/C PAYABLE	74.38
452-2-200-020-000	RETIREE H/C PAYABLE	559.44
452-8-832-260-000	PROFESSIONAL SERVICE	1,075.83
452-8-832-267-000	CONTRACTUAL SERVICES	177.30
605-6-672-428-000	ECONOMIC GRANTS TO	12,500.00
631-8-872-231-000	SOS GRANT	1,750.00
631-8-884-225-000	PER DIEM	4,792.84

Account Summary

Account Number	Account Name	Expense Amount
631-8-884-247-000	CONSTRUCTION	100,000.00
635-6-682-372-000	VEHICLES	31,829.00
635-6-682-375-000	LEASE PURCHASES	13,634.11
650-6-684-228-000	TRANSPORT PRISONERS	3,409.84
650-6-684-230-000	SUPPLIES/TOOLS	1,818.00
650-6-684-251-000	RENTALS	305.65
650-6-684-260-000	PROFESSIONAL SERVICE	7,900.66
650-6-684-268-000	HOUSING OF PRISONERS	216.00
	Grand Total:	287,632.40

Project Account Summary

Project Account Key	Expense Amount
None	287,632.40
Grand Total:	287,632.40

A handwritten signature in black ink is written over a rectangular stamp. The stamp contains the text "APPROVED FOR PAYMENT" in a bold, sans-serif font. The signature is a cursive-style name that is partially obscured by the stamp.



Chaves County, NM

Expense Approval Register

Packet: APPKT02761 - CHECK RUN 2 11/3/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: DARA DANA DARA DANA	CC025229	11/02/2023	2023 DECRIMINALZING/ 10/	401-6-611-225-000	1,644.62
				Vendor DARA DANA Total:	1,644.62
				Grand Total:	1,644.62

Fund Summary

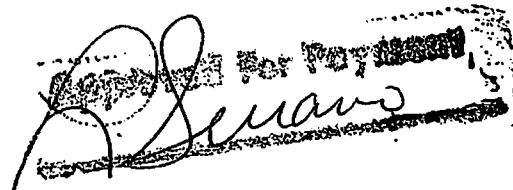
Fund	Expense Amount
401 - GENERAL FUND	1,644.62
Grand Total:	1,644.62

Account Summary

Account Number	Account Name	Expense Amount
401-6-611-225-000	PER DIEM EXPENSE	1,644.62
	Grand Total:	1,644.62

Project Account Summary

Project Account Key	Expense Amount
None	1,644.62
Grand Total:	1,644.62

A handwritten signature in black ink is written over a rectangular stamp. The signature is cursive and appears to read "S. Evans". The stamp is partially obscured by the signature and contains some illegible text.



Expense Approval Register

Packet: APPKT02766 - CHECKRUN 11/10/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ALIEN CITY TOWING					
ALIEN CITY TOWING	CC025256	11/01/2023	TOWED CCSO UNTI TO ROAD	401-7-751-260-000	100.00
ALIEN CITY TOWING	CC025257	11/01/2023	TOWED CCSO UNIT TO ROAD	401-7-751-260-000	134.50
Vendor ALIEN CITY TOWING Total:					234.50
Vendor: AMERICAN STEWARDS OF LIBERTY					
AMERICAN STEWARDS OF LI	1286	11/06/2023	CONSULTING SERVICES FY 23	401-6-619-260-000	1,500.00
Vendor AMERICAN STEWARDS OF LIBERTY Total:					1,500.00
Vendor: APIC SOLUTIONS INC					
APIC SOLUTIONS INC	15506	11/01/2023	INSTALLED WIRELESS HANDI	401-6-691-257-000	2,696.41
Vendor APIC SOLUTIONS INC Total:					2,696.41
Vendor: ASA ARCHITECTS					
ASA ARCHITECTS	4744-1	11/03/2023	DESIGN FOR PUBLIC HEALTH	651-6-682-381-000	18.35
ASA ARCHITECTS	4744	11/03/2023	PUBLIC HEALTH DESIGN SER	631-8-884-257-000	22,284.53
Vendor ASA ARCHITECTS Total:					22,302.88
Vendor: ASPEN OF NEW MEXICO					
ASPEN OF NEW MEXICO	FY24-4ASPEN-1	11/06/2023	DISTRIBUTION ALT ED/ FY 23	432-7-761-267-000	416.66
ASPEN OF NEW MEXICO	FY24-4ASPEN	11/06/2023	ALT ED PROGRAM/ FY 23-24	432-7-762-267-000	555.56
Vendor ASPEN OF NEW MEXICO Total:					972.22
Vendor: B DIAMOND INFRA LLC					
B DIAMOND INFRA LLC	006288	11/01/2023	NOVEMBER RENT/CCSO/ FY2	401-7-751-251-000	601.00
Vendor B DIAMOND INFRA LLC Total:					601.00
Vendor: BELL GAS INC.					
BELL GAS INC.	0110323	11/03/2023	PARTS/ ROAD DEPT	402-6-653-230-000	2,042.31
BELL GAS INC.	36959	11/01/2023	ITB-20-5 Fuel	452-8-832-223-000	4,521.94
Vendor BELL GAS INC. Total:					6,564.25
Vendor: BERRENDO CO-OP WATER USERS					
BERRENDO CO-OP WATER U	CC025255	11/01/2023	ACCT# J1720000	402-6-651-341-000	58.24
Vendor BERRENDO CO-OP WATER USERS Total:					58.24
Vendor: BOHANNAN HUSTON INC					
BOHANNAN HUSTON INC	000125714	11/01/2023	COUNTY PROJECT CERT FY 2	402-6-651-260-000	2,690.63
Vendor BOHANNAN HUSTON INC Total:					2,690.63
Vendor: BOYS & GIRLS CLUBS OF CHAVES AND LINCOLN COUNTIES					
BOYS & GIRLS CLUBS OF CHA	2023-1102	11/02/2023	YOUTH CLUB 23-ZH9177 RFP	631-8-889-230-000	8,333.33
Vendor BOYS & GIRLS CLUBS OF CHAVES AND LINCOLN COUNTIES Total:					8,333.33
Vendor: CATERPILLAR FINANCIAL SERVICES					
CATERPILLAR FINANCIAL SER	34587038	11/02/2023	CUST# 2476550	452-8-832-375-000	15,913.57
Vendor CATERPILLAR FINANCIAL SERVICES Total:					15,913.57
Vendor: CENTRAL VALLEY ELECTRIC COOP					
CENTRAL VALLEY ELECTRIC C	CC025240	11/01/2023	ACCT# 10114001	410-8-816-341-000	246.21
CENTRAL VALLEY ELECTRIC C	CC025240	11/01/2023	ACCT# 23898800	410-8-816-341-000	17.44
CENTRAL VALLEY ELECTRIC C	CC025241	11/01/2023	ACCT# 12001802	401-6-691-243-000	42.16
CENTRAL VALLEY ELECTRIC C	CC025241	11/01/2023	ACCT# 10147201	401-6-691-243-000	32.50
CENTRAL VALLEY ELECTRIC C	CC025241	11/01/2023	ACCT# 12209501	401-6-691-243-000	551.16
CENTRAL VALLEY ELECTRIC C	CC025241	11/01/2023	ACCT# 23133100	410-8-816-341-000	148.62
CENTRAL VALLEY ELECTRIC C	CC025241	11/01/2023	ACCT# 6695501	414-8-819-341-000	107.71
CENTRAL VALLEY ELECTRIC C	CC025241	11/01/2023	ACCT# 12412501	437-6-659-341-000	43.50
CENTRAL VALLEY ELECTRIC C	CC025241	11/01/2023	ACCT# 22987100	437-6-659-341-000	44.90
CENTRAL VALLEY ELECTRIC C	CC025241	11/01/2023	ACCT# 24208300	437-6-659-341-000	79.83
CENTRAL VALLEY ELECTRIC C	CC025241	11/01/2023	ACCT# 24186400	437-6-659-341-000	46.82
CENTRAL VALLEY ELECTRIC C	CC025242	11/01/2023	ACCT# 12413101	411-8-814-341-000	9.46
CENTRAL VALLEY ELECTRIC C	CC025242	11/01/2023	ACCT# 12413301	411-8-814-341-000	8.72

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CENTRAL VALLEY ELECTRIC C	CC025242	11/01/2023	ACCT# 12026501	411-8-814-341-000	76.45
CENTRAL VALLEY ELECTRIC C	CC025242	11/01/2023	ACCT# 12413201	411-8-814-341-000	52.29
				Vendor CENTRAL VALLEY ELECTRIC COOP Total:	1,507.77
Vendor: CHAVES COUNTY CASA					
CHAVES COUNTY CASA	FY24-4AEP	11/09/2023	JJAC/ ALT ED PROGRAM/FY2	631-8-885-267-000	2,200.00
CHAVES COUNTY CASA	FY24-4GS	11/09/2023	JJAC/ PROGRAM/ FY 23-24	631-8-885-267-000	1,320.00
CHAVES COUNTY CASA	FY24-4YA	11/09/2023	JJAC/ADVOCACY PROGRAM	631-8-885-267-000	3,025.00
				Vendor CHAVES COUNTY CASA Total:	6,545.00
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC025253	11/01/2023	ACCT# 52228	452-8-832-341-000	101.56
				Vendor CITY OF ROSWELL Total:	101.56
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC025257	11/01/2023	ALLOCATION FY 23-24 A-05-1	635-6-671-409-000	203,879.91
				Vendor CITY OF ROSWELL Total:	203,879.91
Vendor: ELITE MEDIA GROUP, LLC					
ELITE MEDIA GROUP, LLC	INV75631	11/01/2023	DWI PREVENTION BILLBOAR	432-7-762-230-000	11,928.84
ELITE MEDIA GROUP, LLC	INV75632	11/01/2023	VINYL PRODUCTION/INSTALL	432-7-762-230-000	1,500.00
				Vendor ELITE MEDIA GROUP, LLC Total:	13,428.84
Vendor: EMMA DOMINGUEZ					
EMMA DOMINGUEZ	CC025254	11/01/2023	HR 2023 FALL CONF/10/25-2	401-6-613-226-000	69.21
				Vendor EMMA DOMINGUEZ Total:	69.21
Vendor: FORREST TIRE OF ROSWELL, NM INC.					
FORREST TIRE OF ROSWELL,	1071426	11/07/2023	TIRES FOR UNIT # 1004-CCS	401-7-752-221-000	1,101.23
				Vendor FORREST TIRE OF ROSWELL, NM INC. Total:	1,101.23
Vendor: GENERAL MAILING AND SHIPPING SYSTEMS INC. II					
GENERAL MAILING AND SHIP	INV55924	11/01/2023	ACCT# NMDCC00	401-6-621-230-000	406.80
				Vendor GENERAL MAILING AND SHIPPING SYSTEMS INC. II Total:	406.80
Vendor: GSD-ADMIN SERVICES DIVISION					
GSD-ADMIN SERVICES DIVISI	CC025243	11/05/2023	LIFE & LOD PREMIUMS	401-2-200-005-000	1,464.61
GSD-ADMIN SERVICES DIVISI	CC025243	11/05/2023	LIFE & LOD PREMIUMS	402-2-200-005-000	316.98
GSD-ADMIN SERVICES DIVISI	CC025243	11/05/2023	LIFE & LOD PREMIUMS	427-2-200-005-000	46.44
GSD-ADMIN SERVICES DIVISI	CC025243	11/05/2023	LIFE & LOD PREMIUMS	432-2-200-005-000	16.16
GSD-ADMIN SERVICES DIVISI	CC025243	11/05/2023	LIFE & LOD PREMIUMS	435-2-200-005-000	13.26
GSD-ADMIN SERVICES DIVISI	CC025243	11/05/2023	LIFE & LOD PREMIUMS	437-2-200-005-000	8.84
GSD-ADMIN SERVICES DIVISI	CC025243	11/05/2023	LIFE & LOD PREMIUMS	452-2-200-005-000	223.23
GSD-ADMIN SERVICES DIVISI	CC025244	11/05/2023	MED PRESBYT & BCBS	401-2-200-007-000	121,646.45
GSD-ADMIN SERVICES DIVISI	CC025244	11/05/2023	MED PRESBYT & BCBS	402-2-200-007-000	32,998.82
GSD-ADMIN SERVICES DIVISI	CC025244	11/05/2023	MED PRESBYT & BCBS	427-2-200-007-000	2,106.44
GSD-ADMIN SERVICES DIVISI	CC025244	11/05/2023	MED PRESBYT & BCBS	431-2-200-007-000	983.64
GSD-ADMIN SERVICES DIVISI	CC025244	11/05/2023	MED PRESBYT & BCBS	432-2-200-007-000	3,509.61
GSD-ADMIN SERVICES DIVISI	CC025244	11/05/2023	MED PRESBYT & BCBS	435-2-200-007-000	2,552.14
GSD-ADMIN SERVICES DIVISI	CC025244	11/05/2023	MED PRESBYT & BCBS	437-2-200-007-000	2,600.87
GSD-ADMIN SERVICES DIVISI	CC025244	11/05/2023	MED PRESBYT & BCBS	452-2-200-007-000	9,812.85
GSD-ADMIN SERVICES DIVISI	CC025245	11/05/2023	DISABILITY & ADMIN	401-2-200-005-000	1,015.54
GSD-ADMIN SERVICES DIVISI	CC025245	11/05/2023	DISABILITY & ADMIN	402-2-200-005-000	286.73
GSD-ADMIN SERVICES DIVISI	CC025245	11/05/2023	DISABILITY & ADMIN	427-2-200-005-000	22.50
GSD-ADMIN SERVICES DIVISI	CC025245	11/05/2023	DISABILITY & ADMIN	431-2-200-005-000	12.77
GSD-ADMIN SERVICES DIVISI	CC025245	11/05/2023	DISABILITY & ADMIN	432-2-200-005-000	33.75
GSD-ADMIN SERVICES DIVISI	CC025245	11/05/2023	DISABILITY & ADMIN	435-2-200-005-000	4.11
GSD-ADMIN SERVICES DIVISI	CC025245	11/05/2023	DISABILITY & ADMIN	437-2-200-005-000	22.50
GSD-ADMIN SERVICES DIVISI	CC025245	11/05/2023	DISABILITY & ADMIN	452-2-200-005-000	98.27
GSD-ADMIN SERVICES DIVISI	CC025246	11/05/2023	VISION PREMIUMS	401-2-200-021-000	1,278.45
GSD-ADMIN SERVICES DIVISI	CC025246	11/05/2023	VISION PREMIUMS	402-2-200-021-000	289.49
GSD-ADMIN SERVICES DIVISI	CC025246	11/05/2023	VISION PREMIUMS	427-2-200-021-000	22.66
GSD-ADMIN SERVICES DIVISI	CC025246	11/05/2023	VISION PREMIUMS	431-2-200-021-000	10.08
GSD-ADMIN SERVICES DIVISI	CC025246	11/05/2023	VISION PREMIUMS	432-2-200-021-000	42.96
GSD-ADMIN SERVICES DIVISI	CC025246	11/05/2023	VISION PREMIUMS	435-2-200-021-000	26.30
GSD-ADMIN SERVICES DIVISI	CC025246	11/05/2023	VISION PREMIUMS	437-2-200-021-000	22.62

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GSD-ADMIN SERVICES DIVISI	CC025246	11/05/2023	VISION PREMIUMS	452-2-200-021-000	104.37
GSD-ADMIN SERVICES DIVISI	CC025247	11/05/2023	DELTA DENTAL PREMIUMS	401-2-200-201-000	1,394.79
GSD-ADMIN SERVICES DIVISI	CC025247	11/05/2023	DELTA DENTAL PREMIUMS	402-2-200-201-000	64.61
GSD-ADMIN SERVICES DIVISI	CC025247	11/05/2023	DELTA DENTAL PREMIUMS	427-2-200-201-000	96.94
GSD-ADMIN SERVICES DIVISI	CC025247	11/05/2023	DELTA DENTAL PREMIUMS	431-2-200-201-000	17.51
GSD-ADMIN SERVICES DIVISI	CC025247	11/05/2023	DELTA DENTAL PREMIUMS	437-2-200-201-000	64.61
Vendor GSD-ADMIN SERVICES DIVISION Total:					183,231.90
Vendor: HAGERMAN MUNICIPAL SCHOOLS					
HAGERMAN MUNICIPAL SCH	FY24-4HAG-TNT	11/07/2023	DWI DISTRIBUTION/ FY 23-2	432-7-761-267-000	1,000.00
Vendor HAGERMAN MUNICIPAL SCHOOLS Total:					1,000.00
Vendor: HOLCOMB LAW OFFICE					
HOLCOMB LAW OFFICE	4013	11/03/2023	LEGAL SERVICES	401-6-611-260-000	44.13
Vendor HOLCOMB LAW OFFICE Total:					44.13
Vendor: HUBBARD BROADCASTING INC					
HUBBARD BROADCASTING I	457329-1	11/09/2023	NOV 23-MAY 24/ COMMERC	432-7-762-230-000	9,000.00
Vendor HUBBARD BROADCASTING INC Total:					9,000.00
Vendor: INDIGENT HEALTHCARE SOLUTIONS					
INDIGENT HEALTHCARE SOL	76784	11/01/2023	IHC SOFTWARE EXPENSE/ FY	427-6-638-260-000	1,363.38
Vendor INDIGENT HEALTHCARE SOLUTIONS Total:					1,363.38
Vendor: LAKE ARTHUR MUNICIPAL SCHOOLS					
LAKE ARTHUR MUNICIPAL SC	FY24-4LA-TNT	11/06/2023	DWI DISTRIBUTION/ FY 23-2	432-7-761-267-000	1,000.00
Vendor LAKE ARTHUR MUNICIPAL SCHOOLS Total:					1,000.00
Vendor: MIRANDA PEST CONTROL					
MIRANDA PEST CONTROL	CC025254	11/01/2023	PEST CONTROL SERVICES	412-8-815-267-000	64.70
MIRANDA PEST CONTROL	CC025255	11/01/2023	PEST CONTROL SERVICES	412-8-815-267-000	53.92
MIRANDA PEST CONTROL	CC025256	11/01/2023	PEST CONTROL SERVICES	412-8-815-267-000	26.96
MIRANDA PEST CONTROL	CC025257	11/01/2023	PEST CONTROL SERVICES	412-8-815-267-000	26.96
Vendor MIRANDA PEST CONTROL Total:					172.54
Vendor: NALLEY CONSTRUCTION, LLC					
NALLEY CONSTRUCTION, LLC	26362	11/01/2023	VARIOUS REPAIRS TO MED C	401-6-699-256-000	9,331.78
Vendor NALLEY CONSTRUCTION, LLC Total:					9,331.78
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC025248	11/01/2023	ACCT# 115435453-1390459-	452-8-832-341-000	30.26
NEW MEXICO GAS COMPAN	CC025249	11/01/2023	ACCT# 076846512-1202378-	411-8-814-341-000	28.47
NEW MEXICO GAS COMPAN	CC025250	11/01/2023	ACCT# 076424512-0788370-	401-6-645-341-000	240.29
NEW MEXICO GAS COMPAN	CC025250	11/01/2023	ACCT# 076424512-0788370-	401-6-692-341-000	108.48
NEW MEXICO GAS COMPAN	CC025250	11/01/2023	ACCT# 076424512-0788370-	401-6-692-341-000	1,227.96
Vendor NEW MEXICO GAS COMPANY INC Total:					1,635.46
Vendor: PATHOLOGY CONSULTANTS OF NEW MEXICO					
PATHOLOGY CONSULTANTS	CC025251	11/01/2023	ACCT# 001064305-00128812	427-6-639-270-000	368.13
Vendor PATHOLOGY CONSULTANTS OF NEW MEXICO Total:					368.13
Vendor: PLUTO ACQUISITION OpCo, LLC					
PLUTO ACQUISITION OpCo, L	202310012802	11/01/2023	EMPLOYEE BACKGROUND SC	401-6-613-260-000	139.78
Vendor PLUTO ACQUISITION OpCo, LLC Total:					139.78
Vendor: REGIONAL IMAGING ENM, LLC					
REGIONAL IMAGING ENM, LL	CC025252	11/07/2023	ACCT# 16007690	427-6-639-270-000	65.79
Vendor REGIONAL IMAGING ENM, LLC Total:					65.79
Vendor: RICHLAND MOTORS LLC					
RICHLAND MOTORS LLC	26040604/1	11/07/2023	VIN# 5TDKK3DCSF5587102	401-6-619-221-000	1,350.85
Vendor RICHLAND MOTORS LLC Total:					1,350.85
Vendor: ROSWELL HONDA					
ROSWELL HONDA	309348	11/01/2023	WINDOW TINTING UNIT 111	411-8-814-221-000	350.00
Vendor ROSWELL HONDA Total:					350.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ROSWELL W.F.L.					
ROSWELL W.F.L.	FY24-4WT	11/09/2023	JJAC/ MIDDLE SCHOOL PRO/	631-8-885-267-000	5,445.00
Vendor ROSWELL W.F.L. Total:					5,445.00
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	92443	11/01/2023	SUPPLIES	631-8-883-230-000	3,832.00
STARR JANITORIAL INC.	92533	11/02/2023	SUPPLIES	650-6-684-230-000	80.34
STARR JANITORIAL INC.	92542	11/02/2023	REPAIRED HOOVER CH95519	401-6-691-230-000	75.67
STARR JANITORIAL INC.	92543	11/02/2023	REPAIRS FOR HOOVER	401-6-691-230-000	75.67
Vendor STARR JANITORIAL INC. Total:					4,063.68
Vendor: THE FORD HOUSE, LLC					
THE FORD HOUSE, LLC	607915	11/07/2023	REPAIRS TO UNIT 933	401-7-752-221-000	3,103.94
Vendor THE FORD HOUSE, LLC Total:					3,103.94
Vendor: THE ROSWELL REFUGE					
THE ROSWELL REFUGE	FY24-4RR	11/06/2023	DWI DISTRIBUTION/ FY 23-2	432-7-761-267-000	2,000.00
Vendor THE ROSWELL REFUGE Total:					2,000.00
Vendor: VERIZON CONNECT NWF INC.					
VERIZON CONNECT NWF INC	05000003184003	11/01/2023	CUST ID# CHAV004	401-6-619-267-000	2,039.94
Vendor VERIZON CONNECT NWF INC. Total:					2,039.94
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	35191475-1	11/01/2023	ACCT# 015-1458792-000	402-6-651-251-000	276.17
VISUAL EDGE IT, INC	35191475	11/01/2023	ACCT# 015-1458792-000	401-6-624-251-000	368.18
VISUAL EDGE IT, INC	35247678	11/06/2023	ACCT# 009-1889587-000	401-7-751-375-000	743.38
VISUAL EDGE IT, INC	35247681	11/06/2023	ACCT# 007-1902961-000	408-8-812-251-000	133.64
Vendor VISUAL EDGE IT, INC Total:					1,521.37
Vendor: WATSON TRUCK & SUPPLY INC					
WATSON TRUCK & SUPPLY IN	384364DO	11/01/2023	CREDIT/INV CM384364DO	452-8-832-221-000	-275.00
WATSON TRUCK & SUPPLY IN	384364DO	11/01/2023	PARTS/ACCT# 336302	452-8-832-221-000	1,956.91
WATSON TRUCK & SUPPLY IN	384816DO	11/01/2023	ACCT# 336302	452-8-832-221-000	1,084.12
WATSON TRUCK & SUPPLY IN	384816DO	11/01/2023	CREDIT/INV CM384816DO	452-8-832-221-000	-275.00
Vendor WATSON TRUCK & SUPPLY INC Total:					2,491.03
Grand Total:					518,626.05

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	152,884.86
402 - ROAD FUND	39,023.98
408 - EAST GRAND PLAINS VOLFIRE	133.64
410 - MIDWAY VOLUNTEER FIRE FND	412.27
411 - BERRENDO VOLUNTEER FIRE	525.39
412 - SIERRA VOLUNTEER FIRE FND	172.54
414 - CC FIRE DIST #8 VOL FIRE	107.71
427 - INDIGENT HOSPITAL CLAIMS	4,092.28
431 - PUBLIC SAFETY GRANT	1,024.00
432 - DWI GRANT FUNDS	31,003.54
435 - CORRECTION GRANTS	2,595.81
437 - ENVIRONMENTAL TAX	2,934.49
452 - FLOOD CONTROL	33,297.08
631 - OTHER GRANTS & CONTRACTS	46,439.86
635 - EMERGENCY/CAPITAL OUTLAY	203,879.91
650 - DETENTION CONSTRUCTION PJ	80.34
651 - ADMIN CENTER CONSTRUCTION	18.35
Grand Total:	518,626.05

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-005-000	GROUP INSURANCE PAY	2,480.15
401-2-200-007-000	MEDICAL INSURANCE PA	121,646.45
401-2-200-021-000	VISION CARE PAYABLE	1,278.45
401-2-200-201-000	Delta Dental	1,394.79
401-6-611-260-000	PROFESSIONAL SERVICE	44.13
401-6-613-226-000	MILEAGE REIMBURSEME	69.21
401-6-613-260-000	PROFESSIONAL SERVICE	139.78
401-6-619-221-000	VEH/HVY EQUIP. REPAIR	1,350.85
401-6-619-260-000	PROFESSIONAL SERVICE	1,500.00
401-6-619-267-000	CONTRACTUAL SERVICES	2,039.94
401-6-621-230-000	SUPPLIES/TOOLS	406.80
401-6-624-251-000	RENTALS	368.18
401-6-645-341-000	UTILITIES	240.29
401-6-691-230-000	SUPPLIES/TOOLS	151.34
401-6-691-243-000	HIGHWAY LIGHTS	625.82
401-6-691-257-000	FACILITY MAINT/REPAIR	2,696.41
401-6-692-341-000	UTILITIES	1,336.44
401-6-699-256-000	BLDG IMPROVEMENT PR	9,331.78
401-7-751-251-000	RENTALS	601.00
401-7-751-260-000	PROFESSIONAL SERVICE	234.50
401-7-751-375-000	LEASE PURCHASE	743.38
401-7-752-221-000	VEH/HVY EQUIP. REPAIR	4,205.17
402-2-200-005-000	GROUP INSURANCE PAY	603.71
402-2-200-007-000	MEDICAL INSURANCE PA	32,998.82
402-2-200-021-000	VISION CARE PAYABLE	289.49
402-2-200-201-000	DELTA DENTAL	64.61
402-6-651-251-000	RENTALS	276.17
402-6-651-260-000	PROFESSIONAL SERVICE	2,690.63
402-6-651-341-000	UTILITIES	58.24
402-6-653-230-000	SUPPLIES/TOOLS	2,042.31
408-8-812-251-000	RENTALS	133.64
410-8-816-341-000	UTILITIES	412.27
411-8-814-221-000	VEH/HVY EQUIP. REPAIR	350.00
411-8-814-341-000	UTILITIES	175.39
412-8-815-267-000	CONTRACTUAL SERVICES	172.54
414-8-819-341-000	UTILITIES	107.71
427-2-200-005-000	GROUP INSURANCE PAY	68.94
427-2-200-007-000	MEDICAL INSURANCE PA	2,106.44

Account Summary

Account Number	Account Name	Expense Amount
427-2-200-021-000	VISION CARE PAYABLE	22.66
427-2-200-201-000	VOUCHERS PAYABLE	96.94
427-6-638-260-000	PROFESSIONAL SERVICE	1,363.38
427-6-639-270-000	PAYMENT OF HOSPITAL	433.92
431-2-200-005-000	GROUP INSURANCE PAY	12.77
431-2-200-007-000	MEDICAL INSURANCE PA	983.64
431-2-200-021-000	VISION CARE PAYABLE	10.08
431-2-200-201-000	VOUCHERS PAYABLE	17.51
432-2-200-005-000	GROUP INSURANCE PAY	49.91
432-2-200-007-000	MEDICAL INS. PAYABLE	3,509.61
432-2-200-021-000	VISION CARE PAYABLE	42.96
432-7-761-267-000	CONTRACTUAL SERVICES	4,416.66
432-7-762-230-000	SUPPLIES	22,428.84
432-7-762-267-000	CONTRACTUAL SERVICES	555.56
435-2-200-005-000	GROUP INSURANCE PAY	17.37
435-2-200-007-000	MEDICAL INSURANCE PA	2,552.14
435-2-200-021-000	VISION CARE PAYABLE	26.30
437-2-200-005-000	GROUP INSURANCE PAY	31.34
437-2-200-007-000	MEDICAL INSURANCE PA	2,600.87
437-2-200-021-000	VISION CARE PAYABLE	22.62
437-2-200-201-000	DELTA DENTAL	64.61
437-6-659-341-000	UTILITIES	215.05
452-2-200-005-000	GROUP INSURANCE PAY	321.50
452-2-200-007-000	MEDICAL INSURANCE PA	9,812.85
452-2-200-021-000	VISION CARE PAYABLE	104.37
452-8-832-221-000	VEH/HVY EQUIP. REPAIR	2,491.03
452-8-832-223-000	VEHICLE FUELS	4,521.94
452-8-832-341-000	UTILITIES	131.82
452-8-832-375-000	LEASE PURCHASE	15,913.57
631-8-883-230-000	SUPPLIES	3,832.00
631-8-884-257-000	BUILDING MAINT/REPAI	22,284.53
631-8-885-267-000	OTHER CONTRACT SERVI	11,990.00
631-8-889-230-000	SUPPLIES	8,333.33
635-6-671-409-000	CITY OF ROSWELL SPECI	203,879.91
650-6-684-230-000	SUPPLIES/TOOLS	80.34
651-6-682-381-000	CONSTRUCTION PROJEC	18.35
	Grand Total:	518,626.05

Project Account Summary

Project Account Key	Expense Amount
None	518,626.05
Grand Total:	518,626.05





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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ALEX HENTHORN					
ALEX HENTHORN	CC025292	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
ALEX HENTHORN	CC025292	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	385.00
Vendor ALEX HENTHORN Total:					415.00
Vendor: ANGELA LAVOLPA					
ANGELA LAVOLPA	CC02500	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	385.00
ANGELA LAVOLPA	CC02500	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
Vendor ANGELA LAVOLPA Total:					415.00
Vendor: ANGELO GURULE					
ANGELO GURULE	CC025323	11/10/2023	ELECTION MESSENGERS 202	631-8-872-231-000	384.00
Vendor ANGELO GURULE Total:					384.00
Vendor: ARABELY JIMENEZ					
ARABELY JIMENEZ	CC025289	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	375.00
ARABELY JIMENEZ	CC025289	11/10/2023	TRAINING/MILEAGE	631-8-872-231-000	30.00
Vendor ARABELY JIMENEZ Total:					405.00
Vendor: BETTY J. BECERRA					
BETTY J. BECERRA	CC025269	11/10/2023	ELECTION WORKER2023	631-8-872-231-000	385.00
Vendor BETTY J. BECERRA Total:					385.00
Vendor: BEVERLY WEST					
BEVERLY WEST	CC025267	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	400.00
Vendor BEVERLY WEST Total:					400.00
Vendor: CARMEN CORDOVA					
CARMEN CORDOVA	CC025286	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
CARMEN CORDOVA	CC025286	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	385.00
Vendor CARMEN CORDOVA Total:					415.00
Vendor: CATHERINE A. JIMENEZ					
CATHERINE A. JIMENEZ	CC025284	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	375.00
CATHERINE A. JIMENEZ	CC025284	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	30.00
Vendor CATHERINE A. JIMENEZ Total:					405.00
Vendor: CATHY CROSSLEY					
CATHY CROSSLEY	CC025304	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
CATHY CROSSLEY	CC025304	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	385.00
Vendor CATHY CROSSLEY Total:					415.00
Vendor: CHARLES L. HARPER					
CHARLES L. HARPER	CC025295	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	400.00
CHARLES L. HARPER	CC025295	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
Vendor CHARLES L. HARPER Total:					430.00
Vendor: CHRIS A WILDERMUTH					
CHRIS A WILDERMUTH	CC025306	11/10/2023	TRAINING/MILEAGE	631-8-872-231-000	30.00
Vendor CHRIS A WILDERMUTH Total:					30.00
Vendor: CHRISTOPHER LARA					
CHRISTOPHER LARA	CC025302	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	375.00
Vendor CHRISTOPHER LARA Total:					375.00
Vendor: CONNIE FORD					
CONNIE FORD	CC025273	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	61.68
CONNIE FORD	CC025273	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	375.00
Vendor CONNIE FORD Total:					436.68
Vendor: DANIEL M. JOHNSON					
DANIEL M. JOHNSON	CC025258	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	400.00
Vendor DANIEL M. JOHNSON Total:					400.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: DAVID A. KUNKO					
DAVID A. KUNKO	CC025285	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	400.00
DAVID A. KUNKO	CC025285	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
Vendor DAVID A. KUNKO Total:					430.00
Vendor: DEVANY CERENIL					
DEVANY CERENIL	CC025294	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
DEVANY CERENIL	CC025294	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	375.00
Vendor DEVANY CERENIL Total:					405.00
Vendor: DORA MARTINEZ					
DORA MARTINEZ	CC025309	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
DORA MARTINEZ	CC025309	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	385.00
Vendor DORA MARTINEZ Total:					415.00
Vendor: DOROTHY NAJAR					
DOROTHY NAJAR	CC025312	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	400.00
DOROTHY NAJAR	CC025312	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
Vendor DOROTHY NAJAR Total:					430.00
Vendor: EJ FOURATT					
EJ FOURATT	CC025321	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
EJ FOURATT	CC025321	11/10/2023	ELECTION ANSENTEE 2023	631-8-872-231-000	375.00
Vendor EJ FOURATT Total:					405.00
Vendor: ELIZABETH P. MONTOYA					
ELIZABETH P. MONTOYA	CC025268	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	385.00
ELIZABETH P. MONTOYA	CC025268	11/10/2023	TRAINING/MILEAGE	631-8-872-231-000	13.95
Vendor ELIZABETH P. MONTOYA Total:					398.95
Vendor: FRANK SOSA					
FRANK SOSA	CC025305	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
FRANK SOSA	CC025305	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	385.00
Vendor FRANK SOSA Total:					415.00
Vendor: FREDERICO RAMIREZ					
FREDERICO RAMIREZ	CC025278	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
FREDERICO RAMIREZ	CC025278	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	375.00
Vendor FREDERICO RAMIREZ Total:					405.00
Vendor: GEORGE B HARRIS					
GEORGE B HARRIS	CC025310	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	385.00
GEORGE B HARRIS	CC025310	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
Vendor GEORGE B HARRIS Total:					415.00
Vendor: GINA M. MONTES					
GINA M. MONTES	CC025271	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
GINA M. MONTES	CC025271	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	385.00
Vendor GINA M. MONTES Total:					415.00
Vendor: INEATHA H. GAY					
INEATHA H. GAY	CC025297	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	385.00
INEATHA H. GAY	CC025297	11/10/2023	TRAINING/MILEAGE	631-8-872-231-000	30.00
Vendor INEATHA H. GAY Total:					415.00
Vendor: JACQUELINE DE LA CRUZ					
JACQUELINE DE LA CRUZ	CC025315	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
JACQUELINE DE LA CRUZ	CC025315	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	375.00
Vendor JACQUELINE DE LA CRUZ Total:					405.00
Vendor: JOE M. PONCE					
JOE M. PONCE	CC025262	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	375.00
Vendor JOE M. PONCE Total:					375.00
Vendor: KATHERINE MALLION					
KATHERINE MALLION	CC025277	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	385.00
KATHERINE MALLION	CC025277	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
Vendor KATHERINE MALLION Total:					415.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: KEVIN BUSSELL					
KEVIN BUSSELL	CC025280	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	400.00
KEVIN BUSSELL	CC025280	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
Vendor KEVIN BUSSELL Total:					430.00
Vendor: LACI FULLER					
LACI FULLER	CC025303	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	400.00
LACI FULLER	CC025303	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
Vendor LACI FULLER Total:					430.00
Vendor: LADONNA WILLOUGHBY					
LADONNA WILLOUGHBY	CC025259	11/10/2023	TRAINING MILEAGE	631-8-872-231-000	30.00
LADONNA WILLOUGHBY	CC025259	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	385.00
Vendor LADONNA WILLOUGHBY Total:					415.00
Vendor: LEROY JIMENEZ					
LEROY JIMENEZ	CC025316	11/10/2023	TRAINING/MILEAGE	631-8-872-231-000	30.00
Vendor LEROY JIMENEZ Total:					30.00
Vendor: LILLY M. CHAVEZ					
LILLY M. CHAVEZ	CC025275	11/10/2023	TRAINING/MILEAGE	631-8-872-231-000	30.00
LILLY M. CHAVEZ	CC025275	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	375.00
Vendor LILLY M. CHAVEZ Total:					405.00
Vendor: LINDSAY HARRELL					
LINDSAY HARRELL	CC025325	11/10/2023	ELECTION OPEN&CLOSE	631-8-872-231-000	50.00
Vendor LINDSAY HARRELL Total:					50.00
Vendor: MARGARET BADILLO					
MARGARET BADILLO	CC025266	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	375.00
Vendor MARGARET BADILLO Total:					375.00
Vendor: MARIE VEGARA					
MARIE VEGARA	CC025317	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
Vendor MARIE VEGARA Total:					30.00
Vendor: MARY JEAN FOWLER					
MARY JEAN FOWLER	CC025272	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	375.00
Vendor MARY JEAN FOWLER Total:					375.00
Vendor: MELINDA BACA					
MELINDA BACA	CC025260	11/10/2023	TRAINING/MILEAGE	631-8-872-231-000	30.00
MELINDA BACA	CC025260	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	385.00
Vendor MELINDA BACA Total:					415.00
Vendor: MISHA HENTHORN					
MISHA HENTHORN	CC025301	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
MISHA HENTHORN	CC025301	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	385.00
Vendor MISHA HENTHORN Total:					415.00
Vendor: NADINE M. PITTMAN					
NADINE M. PITTMAN	CC025282	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	385.00
Vendor NADINE M. PITTMAN Total:					385.00
Vendor: ORALIA TORRES					
ORALIA TORRES	CC025283	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	375.00
ORALIA TORRES	CC025283	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
Vendor ORALIA TORRES Total:					405.00
Vendor: PABLO MARTINEZ					
PABLO MARTINEZ	CC025308	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	400.00
PABLO MARTINEZ	CC025308	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
Vendor PABLO MARTINEZ Total:					430.00
Vendor: PATRICIA DAWN HILL					
PATRICIA DAWN HILL	CC025298	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	375.00
Vendor PATRICIA DAWN HILL Total:					375.00
Vendor: PATTY GOODE					
PATTY GOODE	CC025288	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	375.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PATTY GOODE	CC025288	11/10/2023	TRAINING/MILEAGE	631-8-872-231-000	30.00
				Vendor PATTY GOODE Total:	405.00
Vendor: PAULA MCCLAIN-SILVA					
PAULA MCCLAIN-SILVA	CC025281	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
PAULA MCCLAIN-SILVA	CC025281	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	385.00
				Vendor PAULA MCCLAIN-SILVA Total:	415.00
Vendor: REBECCA FRANCO					
REBECCA FRANCO	CC025311	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	375.00
REBECCA FRANCO	CC025311	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
				Vendor REBECCA FRANCO Total:	405.00
Vendor: REFUGIA GONZALES					
REFUGIA GONZALES	CC025293	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
REFUGIA GONZALES	CC025293	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	375.00
				Vendor REFUGIA GONZALES Total:	405.00
Vendor: RITA KANE-DOERHOEFER					
RITA KANE-DOERHOEFER	CC025274	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
RITA KANE-DOERHOEFER	CC025274	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	400.00
				Vendor RITA KANE-DOERHOEFER Total:	430.00
Vendor: RITA LARA					
RITA LARA	CC025276	11/10/2023	TRAINING/MILEAGE	631-8-872-231-000	30.00
RITA LARA	CC025276	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	375.00
				Vendor RITA LARA Total:	405.00
Vendor: RITA S. THOMAS					
RITA S. THOMAS	CC025265	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	385.00
				Vendor RITA S. THOMAS Total:	385.00
Vendor: ROBBIE HIGGINS					
ROBBIE HIGGINS	CC025318	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	30.00
ROBBIE HIGGINS	CC025318	11/10/2023	ELECTION ABSENTEE 2023	631-8-872-231-000	400.00
				Vendor ROBBIE HIGGINS Total:	430.00
Vendor: ROBERT WILLIS					
ROBERT WILLIS	CC025264	11/10/2023	TRAINING/MILEAGE	631-8-872-231-000	30.00
ROBERT WILLIS	CC025264	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	385.00
				Vendor ROBERT WILLIS Total:	415.00
Vendor: ROSIE FRANCO					
ROSIE FRANCO	CC025296	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	38.82
ROSIE FRANCO	CC025296	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	385.00
				Vendor ROSIE FRANCO Total:	423.82
Vendor: ROSIE LARA					
ROSIE LARA	CC025287	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	385.00
ROSIE LARA	CC025287	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
				Vendor ROSIE LARA Total:	415.00
Vendor: ROSS ROBERTSON					
ROSS ROBERTSON	CC025263	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	400.00
				Vendor ROSS ROBERTSON Total:	400.00
Vendor: SABRINA LARA					
SABRINA LARA	CC025299	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	400.00
				Vendor SABRINA LARA Total:	400.00
Vendor: SALVADOR LOZOYA					
SALVADOR LOZOYA	CC025307	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
SALVADOR LOZOYA	CC025307	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	375.00
				Vendor SALVADOR LOZOYA Total:	405.00
Vendor: SARA HUFF HALL					
SARA HUFF HALL	CC025320	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
SARA HUFF HALL	CC025320	11/10/2023	ELECTION ABSENTEE 2023	631-8-872-231-000	385.00
				Vendor SARA HUFF HALL Total:	415.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: SCOTT USHER					
SCOTT USHER	CC025279	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	385.00
SCOTT USHER	CC025279	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
Vendor SCOTT USHER Total:					415.00
Vendor: SERGIO O. TIRADO					
SERGIO O. TIRADO	CC025236	11/10/2023	ELECTION OPEN&CLOSE	631-8-872-231-000	50.00
Vendor SERGIO O. TIRADO Total:					50.00
Vendor: SHEILA ESSLINGER					
SHEILA ESSLINGER	CC025270	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	400.00
Vendor SHEILA ESSLINGER Total:					400.00
Vendor: STEVE SORENSEN					
STEVE SORENSEN	CC025324	11/10/2023	ELECTION MESSENGER 2023	631-8-872-231-000	456.00
Vendor STEVE SORENSEN Total:					456.00
Vendor: TATUM MELLOTT					
TATUM MELLOTT	CC025313	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	385.00
TATUM MELLOTT	CC025313	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
TATUM MELLOTT	CC025313	11/10/2023	MESSENGER PAY	631-8-872-231-000	24.00
Vendor TATUM MELLOTT Total:					439.00
Vendor: THURMAN WILLIAMS					
THURMAN WILLIAMS	CC025261	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	375.00
THURMAN WILLIAMS	CC025261	11/10/2023	TRAINING/MILEAGE	631-8-872-231-000	30.00
Vendor THURMAN WILLIAMS Total:					405.00
Vendor: TOBIE FOURATT					
TOBIE FOURATT	CC025322	11/10/2023	TRAINING/MILEAGE	631-8-872-231-000	30.00
TOBIE FOURATT	CC025322	11/10/2023	ELECTION ABSENTEE 2023	631-8-872-231-000	375.00
Vendor TOBIE FOURATT Total:					405.00
Vendor: TRACY DELAROSA					
TRACY DELAROSA	CC025290	11/10/2023	TRAINING/MILEAGE	631-8-872-231-000	30.00
TRACY DELAROSA	CC025290	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	400.00
Vendor TRACY DELAROSA Total:					430.00
Vendor: VALERIE MONTES					
VALERIE MONTES	CC025314	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	375.00
VALERIE MONTES	CC025314	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
Vendor VALERIE MONTES Total:					405.00
Vendor: VANESSA BUSSELL					
VANESSA BUSSELL	CC025291	11/10/2023	TRAINING/ MILEAGE	631-8-872-231-000	30.00
VANESSA BUSSELL	CC025291	11/10/2023	ELECTION WORKER 2023	631-8-872-231-000	385.00
Vendor VANESSA BUSSELL Total:					415.00
Vendor: WAYNE E. KASUBOSKI					
WAYNE E. KASUBOSKI	CC025319	11/10/2023	TRAINING/MILEAGE	631-8-872-231-000	30.00
WAYNE E. KASUBOSKI	CC025319	11/10/2023	ELECTION ABSENTEE 2023	631-8-872-231-000	385.00
Vendor WAYNE E. KASUBOSKI Total:					415.00
Grand Total:					26,408.45

Fund Summary

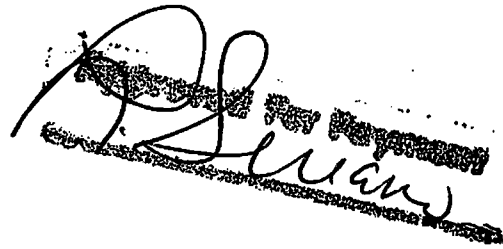
Fund	Expense Amount
631 - OTHER GRANTS & CONTRACTS	26,408.45
Grand Total:	26,408.45

Account Summary

Account Number	Account Name	Expense Amount
631-8-872-231-000	SOS GRANT	26,408.45
	Grand Total:	26,408.45

Project Account Summary

Project Account Key	Expense Amount
None	26,408.45
Grand Total:	26,408.45



A handwritten signature, possibly "R. Swan", is written over a rectangular stamp. The stamp contains some illegible text, likely a date or official title. The signature is written in dark ink and is slanted upwards to the right.



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Packet: APPKT02775 - CHECK RUN 11/17/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ALTON'S POWER BLOCK GYM INC					
ALTON'S POWER BLOCK GYM	INV0011159	11/16/2023	ALTON'S POWER BLOCK GYM	401-2-200-024-000	32.32
ALTON'S POWER BLOCK GYM	INV0011159	11/16/2023	ALTON'S POWER BLOCK GYM	402-2-200-024-000	26.95
				Vendor ALTON'S POWER BLOCK GYM INC Total:	59.27
Vendor: ASA ARCHITECTS					
ASA ARCHITECTS	23114R-2	11/10/2023	REMODELING CCJDC	635-6-682-381-200	8,676.59
				Vendor ASA ARCHITECTS Total:	8,676.59
Vendor: BELL GAS INC.					
BELL GAS INC.	37061	11/07/2023	ACCT# 10693	402-6-653-223-000	20,439.29
BELL GAS INC.	37100	11/08/2023	ACCT# 10693	402-6-653-223-000	12,406.37
BELL GAS INC.	37153	11/08/2023	ACCT# 11020	452-8-832-223-000	3,633.85
				Vendor BELL GAS INC. Total:	36,479.51
Vendor: BELL GAS INC					
BELL GAS INC	316355	11/14/2023	CUST #460785	452-8-832-230-000	42.50
				Vendor BELL GAS INC Total:	42.50
Vendor: CARRIE HARDY					
CARRIE HARDY	INV0011162	11/16/2023	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
				Vendor CARRIE HARDY Total:	250.00
Vendor: CINTAS CORPORATION #2					
CINTAS CORPORATION #2	8406527594	11/10/2023	CUST# 10187763	402-6-653-230-000	479.91
				Vendor CINTAS CORPORATION #2 Total:	479.91
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC025337	11/01/2023	ACCT# 52230	402-6-653-291-000	102.25
CITY OF ROSWELL	CC025338	11/01/2023	ACCT# 52234	402-6-653-291-000	285.93
				Vendor CITY OF ROSWELL Total:	388.18
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC025336	11/01/2023	ACCT# 44	437-6-659-242-000	13,224.27
				Vendor CITY OF ROSWELL Total:	13,224.27
Vendor: COLONIAL LIFE & ACCIDENT CO					
COLONIAL LIFE & ACCIDENT	INV0011164	11/16/2023	COLONIAL LIFE PAYABLE	401-2-200-016-000	1,801.33
COLONIAL LIFE & ACCIDENT	INV0011164	11/16/2023	COLONIAL LIFE PAYABLE	402-2-200-016-000	349.70
COLONIAL LIFE & ACCIDENT	INV0011164	11/16/2023	COLONIAL LIFE PAYABLE	427-2-200-016-000	86.76
COLONIAL LIFE & ACCIDENT	INV0011164	11/16/2023	COLONIAL LIFE PAYABLE	432-2-200-016-000	61.40
COLONIAL LIFE & ACCIDENT	INV0011164	11/16/2023	COLONIAL LIFE PAYABLE	435-2-200-016-000	25.21
COLONIAL LIFE & ACCIDENT	INV0011164	11/16/2023	COLONIAL LIFE PAYABLE	452-2-200-016-000	182.63
				Vendor COLONIAL LIFE & ACCIDENT CO Total:	2,507.03
Vendor: CONSTRUCTORS INC					
CONSTRUCTORS INC	138999	11/06/2023	ACCT# 11390	402-6-653-291-000	4,792.15
				Vendor CONSTRUCTORS INC Total:	4,792.15
Vendor: DEERE CREDIT, INC					
DEERE CREDIT, INC	2844174	11/07/2023	ACCT# 030-0074601-000	402-6-653-251-000	3,692.59
				Vendor DEERE CREDIT, INC Total:	3,692.59
Vendor: DONA ANA COUNTY					
DONA ANA COUNTY	S0094460	11/06/2023	HOUSING INMATES FOR CCD	401-6-645-268-000	38,000.00
				Vendor DONA ANA COUNTY Total:	38,000.00
Vendor: GERALD BOWEN					
GERALD BOWEN	CC025341	11/15/2023	REPAIRS TO TRUCK BY RICHL	402-6-653-315-000	1,405.78
				Vendor GERALD BOWEN Total:	1,405.78
Vendor: ITS QUEST, INC					
ITS QUEST, INC	901395	11/08/2023	TEMP/ SATTERFIELD	402-6-653-104-000	735.87

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ITS QUEST, INC	901409	11/15/2023	TEMP/SATTERFIELD	402-6-653-104-000	784.93
Vendor ITS QUEST, INC Total:					1,520.80
Vendor: IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507					
IUPA, CHAVES COUNTY SHER	INV0011172	11/16/2023	Travis W. Hardy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011173	11/16/2023	Pedro J. Silvas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011174	11/16/2023	JOSH MARTINEZ UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011175	11/16/2023	Jeromy W. Parmer Union Du	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011176	11/16/2023	Olivia Padilla Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011177	11/16/2023	RAUL RAMOS UNION DUES	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011178	11/16/2023	GAUGE KENNARD	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011179	11/16/2023	NATHANIEL DE LA CERDA UN	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011180	11/16/2023	BEN CONKLIN UNION DUES	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011181	11/16/2023	JOSH MCKELVEY UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011182	11/16/2023	RICARDO DELGADO UNION	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011183	11/16/2023	John White Union Dues	401-2-200-010-000	25.00
Vendor IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507 Total:					300.00
Vendor: JOHNSON CONTROLS FIRE PROTECTION LP					
JOHNSON CONTROLS FIRE P	23784532	11/01/2023	FIRES SUPPRESSION REPAIRS	401-6-696-257-000	205.56
JOHNSON CONTROLS FIRE P	51340223	11/01/2023	SUPPRESSION SYSTEM REPAI	401-6-696-257-000	4,429.67
Vendor JOHNSON CONTROLS FIRE PROTECTION LP Total:					4,635.23
Vendor: KANSAS STATE BANK OF MANHATTAN					
KANSAS STATE BANK OF MA	26-7	11/14/2023	ACCT# 3359234	402-6-653-251-000	2,670.85
KANSAS STATE BANK OF MA	38-6	11/14/2023	ACCT# 3357431	402-6-653-251-000	1,647.40
KANSAS STATE BANK OF MA	44-4	11/14/2023	ACCT# 3356805	402-6-653-251-000	1,584.93
Vendor KANSAS STATE BANK OF MANHATTAN Total:					5,903.18
Vendor: LEA COUNTY					
LEA COUNTY	CC025339	11/15/2023	HOUSING INMATES FOR CCD	650-6-684-268-000	400.00
LEA COUNTY	J10-2023	11/01/2023	JUVIE HOUSING	401-6-645-268-000	40,500.00
Vendor LEA COUNTY Total:					40,900.00
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC025327	11/06/2023	ACCT# 076846512-079250-0	411-8-814-341-000	73.70
NEW MEXICO GAS COMPAN	CC025328	11/06/2023	ACCT# 077058012-0794705-	410-8-816-341-000	96.08
NEW MEXICO GAS COMPAN	CC025329	11/07/2023	ACCT# 077227312-0796398-	408-8-812-341-000	153.54
NEW MEXICO GAS COMPAN	CC025329	11/07/2023	ACCT# 077227312-1237385-	408-8-812-341-000	37.56
NEW MEXICO GAS COMPAN	CC025330	11/06/2023	ACCT# 077937001-0803495-	411-8-814-341-000	47.78
NEW MEXICO GAS COMPAN	CC025342	11/09/2023	ACCT# 115435453-0797988-	401-6-699-341-000	39.34
NEW MEXICO GAS COMPAN	CC025343	11/10/2023	ACCT# 077702112-0801146-	402-6-651-341-000	358.27
NEW MEXICO GAS COMPAN	CC025344	11/10/2023	ACCT# 077726812-0801393-	412-8-815-341-000	48.81
NEW MEXICO GAS COMPAN	CC025345	11/09/2023	ACCT# 077991703-0797981-	401-6-691-341-000	52.16
NEW MEXICO GAS COMPAN	CC025346	11/09/2023	ACCT# 07791703-0797982-1	401-6-691-341-000	79.79
NEW MEXICO GAS COMPAN	CC025346	11/09/2023	ACCT# 077991703-0797983-	401-6-691-341-000	35.98
NEW MEXICO GAS COMPAN	CC025347	11/09/2023	ACCT# 077991703-0804041-	401-6-691-341-000	46.73
NEW MEXICO GAS COMPAN	CC025348	11/09/2023	ACCT# 115435453-1201470-	401-6-612-341-000	30.43
NEW MEXICO GAS COMPAN	CC025348	11/09/2023	ACCT# 115435453-1201470-	401-6-613-341-000	30.43
NEW MEXICO GAS COMPAN	CC025348	11/09/2023	ACCT# 115435453-1201470-	401-6-614-341-000	30.43
NEW MEXICO GAS COMPAN	CC025348	11/09/2023	ACCT# 115435453-1201470-	401-6-616-341-000	30.43
NEW MEXICO GAS COMPAN	CC025348	11/09/2023	ACCT# 115435453-1201470-	401-6-621-341-000	30.43
NEW MEXICO GAS COMPAN	CC025348	11/09/2023	ACCT# 115435453-1201470-	401-6-621-341-000	30.43
NEW MEXICO GAS COMPAN	CC025348	11/09/2023	ACCT# 115435453-1201470-	401-6-622-341-000	115.43
NEW MEXICO GAS COMPAN	CC025348	11/09/2023	ACCT# 115435453-1201470-	401-6-624-341-000	139.56
NEW MEXICO GAS COMPAN	CC025348	11/09/2023	ACCT# 115435453-1201470-	401-6-625-341-000	30.43
NEW MEXICO GAS COMPAN	CC025348	11/09/2023	ACCT# 115435453-1201470-	401-6-631-341-000	62.96
NEW MEXICO GAS COMPAN	CC025348	11/09/2023	ACCT# 115435453-1201470-	401-6-632-341-000	40.71
NEW MEXICO GAS COMPAN	CC025348	11/09/2023	ACCT# 115435453-1201470-	401-7-721-341-000	432.11
NEW MEXICO GAS COMPAN	CC025348	11/09/2023	ACCT# 115435453-1201470-	401-7-731-341-000	256.25
NEW MEXICO GAS COMPAN	CC025348	11/09/2023	ACCT# 115435453-1201470-	401-7-741-341-000	185.52
NEW MEXICO GAS COMPAN	CC025348	11/09/2023	ACCT# 115435453-1201470-	401-7-751-341-000	590.14
NEW MEXICO GAS COMPAN	CC025348	11/09/2023	ACCT# 115435453-1201470-	427-6-638-341-000	62.97
NEW MEXICO GAS COMPAN	CC025349	11/09/2023	ACCT# 115435453-1203867-	401-6-612-341-000	0.78

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO GAS COMPAN	CC025349	11/09/2023	ACCT# 115435453-1203867-	401-6-613-341-000	0.78
NEW MEXICO GAS COMPAN	CC025349	11/09/2023	ACCT# 115435453-1203867-	401-6-614-341-000	0.78
NEW MEXICO GAS COMPAN	CC025349	11/09/2023	ACCT# 115435453-1203867-	401-6-616-341-000	0.78
NEW MEXICO GAS COMPAN	CC025349	11/09/2023	ACCT# 115435453-1203867-	401-6-621-341-000	0.78
NEW MEXICO GAS COMPAN	CC025349	11/09/2023	ACCT# 115435453-1203867-	401-6-621-341-000	0.78
NEW MEXICO GAS COMPAN	CC025349	11/09/2023	ACCT# 115435453-1203867-	401-6-622-341-000	2.94
NEW MEXICO GAS COMPAN	CC025349	11/09/2023	ACCT# 115435453-1203867-	401-6-624-341-000	3.56
NEW MEXICO GAS COMPAN	CC025349	11/09/2023	ACCT# 115435453-1203867-	401-6-625-341-000	0.78
NEW MEXICO GAS COMPAN	CC025349	11/09/2023	ACCT# 115435453-1203867-	401-6-631-341-000	1.60
NEW MEXICO GAS COMPAN	CC025349	11/09/2023	ACCT# 115435453-1203867-	401-6-632-341-000	1.04
NEW MEXICO GAS COMPAN	CC025349	11/09/2023	ACCT# 115435453-1203867-	401-7-721-341-000	11.01
NEW MEXICO GAS COMPAN	CC025349	11/09/2023	ACCT# 115435453-1203867-	401-7-731-341-000	6.53
NEW MEXICO GAS COMPAN	CC025349	11/09/2023	ACCT# 115435453-1203867-	401-7-741-341-000	4.73
NEW MEXICO GAS COMPAN	CC025349	11/09/2023	ACCT# 115435453-1203867-	401-7-751-341-000	15.04
NEW MEXICO GAS COMPAN	CC025349	11/09/2023	ACCT# 115435453-1203867-	427-6-638-341-000	1.56
Vendor NEW MEXICO GAS COMPANY INC Total:					3,221.87
Vendor: NEW YORK LIFE INSURANCE					
NEW YORK LIFE INSURANCE	INV0011168	11/16/2023	NEW YORK LIFE	401-2-200-015-000	914.00
NEW YORK LIFE INSURANCE	INV0011168	11/16/2023	NEW YORK LIFE	402-2-200-015-000	466.53
NEW YORK LIFE INSURANCE	INV0011168	11/16/2023	NEW YORK LIFE	427-2-200-015-000	171.02
NEW YORK LIFE INSURANCE	INV0011168	11/16/2023	NEW YORK LIFE	432-2-200-015-000	27.17
NEW YORK LIFE INSURANCE	INV0011168	11/16/2023	NEW YORK LIFE	435-2-200-015-000	19.53
NEW YORK LIFE INSURANCE	INV0011168	11/16/2023	NEW YORK LIFE	437-2-200-015-000	67.70
NEW YORK LIFE INSURANCE	INV0011168	11/16/2023	NEW YORK LIFE	452-2-200-015-000	119.64
Vendor NEW YORK LIFE INSURANCE Total:					1,785.59
Vendor: NEWMEX FUNERAL SERVICES INC					
NEWMEX FUNERAL SERVICE	1810-202327	11/16/2023	PERMIT # 4865	427-6-639-296-000	1,000.00
Vendor NEWMEX FUNERAL SERVICES INC Total:					1,000.00
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0011151	11/10/2023	NM RETIREE HEALTH CARE P	401-2-200-020-000	39.60
NM RETIREE HEALTH CARE A	INV0011170	11/16/2023	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,521.14
NM RETIREE HEALTH CARE A	INV0011170	11/16/2023	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,635.92
NM RETIREE HEALTH CARE A	INV0011170	11/16/2023	NM RETIREE HEALTH CARE P	427-2-200-020-000	115.50
NM RETIREE HEALTH CARE A	INV0011170	11/16/2023	NM RETIREE HEALTH CARE P	432-2-200-020-000	171.28
NM RETIREE HEALTH CARE A	INV0011170	11/16/2023	NM RETIREE HEALTH CARE P	435-2-200-020-000	149.01
NM RETIREE HEALTH CARE A	INV0011170	11/16/2023	NM RETIREE HEALTH CARE P	437-2-200-020-000	74.38
NM RETIREE HEALTH CARE A	INV0011170	11/16/2023	NM RETIREE HEALTH CARE P	452-2-200-020-000	519.34
NM RETIREE HEALTH CARE A	INV0011171	11/16/2023	NM Retiree HealthCare Law	401-2-200-020-000	2,762.40
Vendor NM RETIREE HEALTH CARE AUTHORITY Total:					11,988.57
Vendor: PECOS CONSTRUCTION AND FENCING, LLC					
PECOS CONSTRUCTION AND	CC025351	11/01/2023	BERRENDO VFD BATHROOM	411-8-814-256-000	8,892.90
Vendor PECOS CONSTRUCTION AND FENCING, LLC Total:					8,892.90
Vendor: PRE-PAID LEGAL SERVICES INC					
PRE-PAID LEGAL SERVICES IN	INV0011157	11/16/2023	LEGAL SHIELD PAYABLE	401-2-200-022-000	133.55
PRE-PAID LEGAL SERVICES IN	INV0011157	11/16/2023	LEGAL SHIELD PAYABLE	402-2-200-022-000	140.55
PRE-PAID LEGAL SERVICES IN	INV0011157	11/16/2023	LEGAL SHIELD PAYABLE	427-2-200-022-000	33.90
PRE-PAID LEGAL SERVICES IN	INV0011157	11/16/2023	LEGAL SHIELD PAYABLE	452-2-200-022-000	33.90
Vendor PRE-PAID LEGAL SERVICES INC Total:					341.90
Vendor: ROOSEVELT COUNTY					
ROOSEVELT COUNTY	103	11/07/2023	HOUSING INMATE FOR CCDC	650-6-684-268-000	1,750.00
Vendor ROOSEVELT COUNTY Total:					1,750.00
Vendor: ROSWELL CLINIC CORP					
ROSWELL CLINIC CORP	CC025331	11/13/2023	ACCT# 1700297V1610	427-6-639-270-000	925.87
ROSWELL CLINIC CORP	CC025332	11/13/2023	ACCT# 1706634V1610	427-6-639-270-000	94.06
ROSWELL CLINIC CORP	CC025333	11/13/2023	ACCT# 1706853V1610	427-6-639-270-000	130.36
Vendor ROSWELL CLINIC CORP Total:					1,250.29
Vendor: ROSWELL HOSPITAL CORPORATION					
ROSWELL HOSPITAL CORP	CC025334	11/13/2023	ACCT# VAW43712	427-6-639-270-000	360.15

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ROSWELL HOSPITAL CORPOR	CC025335	11/13/2023	ACCT# VAW42333	427-6-639-270-000	117.96
Vendor ROSWELL HOSPITAL CORPORATION Total:					478.11
Vendor: ROSWELL SKIN CENTER LLC					
ROSWELL SKIN CENTER LLC	CC025340	11/15/2023	ACCT# 453355182	427-6-639-270-000	130.36
Vendor ROSWELL SKIN CENTER LLC Total:					130.36
Vendor: SAN JUAN COUNTY					
SAN JUAN COUNTY	001-4	11/06/2023	HOUSING JUVIE INMATES	401-6-645-268-000	17,050.00
Vendor SAN JUAN COUNTY Total:					17,050.00
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	92495	11/01/2023	SUPPLIES	401-6-691-230-000	1,024.20
Vendor STARR JANITORIAL INC. Total:					1,024.20
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0011160	11/16/2023	000454540-MENDOZA	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0011165	11/16/2023	000480470- SANCHEZ	401-2-200-018-000	160.46
STATE OF NEW MEXICO	INV0011166	11/16/2023	000207794- HUERTA	402-2-200-018-000	189.69
Vendor STATE OF NEW MEXICO Total:					483.07
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0011161	11/16/2023	0013625446-COBOS	401-2-200-018-000	327.23
TEXAS CHILD SUPPORT SDU	INV0011163	11/16/2023	0009646845 MATTA,RAY	435-2-200-011-000	276.92
Vendor TEXAS CHILD SUPPORT SDU Total:					604.15
Vendor: TK ELEVATOR CORPOR					
TK ELEVATOR CORPOR	3007192240	11/15/2023	GOLD FULL MAINT/ FY 23-24	401-6-692-267-000	5,089.21
Vendor TK ELEVATOR CORPOR Total:					5,089.21
Vendor: UNITED WAY OF CHAVES COUNTY					
UNITED WAY OF CHAVES CO	INV0011156	11/16/2023	UNITED WAY PAYABLE	401-2-200-010-000	24.00
UNITED WAY OF CHAVES CO	INV0011156	11/16/2023	UNITED WAY PAYABLE	402-2-200-010-000	25.00
UNITED WAY OF CHAVES CO	INV0011156	11/16/2023	UNITED WAY PAYABLE	452-2-200-010-000	5.00
Vendor UNITED WAY OF CHAVES COUNTY Total:					54.00
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	35247680	11/06/2023	ACCT# 015-1458791-000	620-7-725-375-000	180.46
VISUAL EDGE IT, INC	35265210	11/07/2023	ACCT# 017-1663050-000	650-6-684-251-000	468.24
VISUAL EDGE IT, INC	35280900	11/10/2023	ACCT# 009-1919363-000	401-6-631-251-000	146.37
VISUAL EDGE IT, INC	35293114	11/13/2023	ACCT# 025-1777394-000	670-6-671-375-000	1,904.24
VISUAL EDGE IT, INC	35293115	11/13/2023	ACCT# 025-1906606-000	401-7-721-375-000	270.30
VISUAL EDGE IT, INC	35302656	11/14/2023	ACCT# 016-1560570-000	452-8-832-251-000	396.25
Vendor VISUAL EDGE IT, INC Total:					3,365.86
Vendor: WEX BANK					
WEX BANK	CC025336	11/01/2023	ACCT# 0496-00-237636-6	401-7-752-223-000	1,605.51
Vendor WEX BANK Total:					1,605.51
Vendor: WILLIAM B. WILLIAMS					
WILLIAM B. WILLIAMS	CC025350	11/16/2023	30x30 LAND GRAB CONF/ 10	401-6-612-226-000	106.20
Vendor WILLIAM B. WILLIAMS Total:					106.20
Grand Total:					223,478.78

Fund Summary

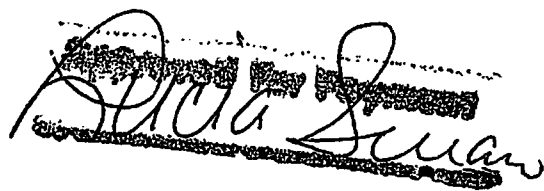
Fund	Expense Amount
401 - GENERAL FUND	124,167.57
402 - ROAD FUND	54,220.86
408 - EAST GRAND PLAINS VOLFIRE	191.10
410 - MIDWAY VOLUNTEER FIRE FND	96.08
411 - BERRENDO VOLUNTEER FIRE	9,014.38
412 - SIERRA VOLUNTEER FIRE FND	48.81
427 - INDIGENT HOSPITAL CLAIMS	3,330.47
432 - DWI GRANT FUNDS	259.85
435 - CORRECTION GRANTS	470.67
437 - ENVIRONMENTAL TAX	13,366.35
452 - FLOOD CONTROL	4,933.11
620 - CLERK RECORDING & FILING	180.46
635 - EMERGENCY/CAPITAL OUTLAY	8,676.59
650 - DETENTION CONSTRUCTION PJ	2,618.24
670 - INTERNAL SERVICES	1,904.24
Grand Total:	223,478.78

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	324.00
401-2-200-015-000	NEW YORK LIFE INSURA	914.00
401-2-200-016-000	GLOBE LIFE PAYABLE	1,801.33
401-2-200-018-000	CHILD ENFORCEMENT P	870.61
401-2-200-020-000	RETIREE H/C PAYABLE	9,323.14
401-2-200-022-000	PRE-PAID LEGAL PAYABL	133.55
401-2-200-024-000	ALTONS POWER BLOCK	32.32
401-6-612-226-000	MILEAGE REIMBURSEME	106.20
401-6-612-341-000	UTILITIES	31.21
401-6-613-341-000	UTILITIES	31.21
401-6-614-341-000	UTILITIES	31.21
401-6-616-341-000	UTILITIES	31.21
401-6-621-341-000	UTILITIES	62.42
401-6-622-341-000	UTILITIES	118.37
401-6-624-341-000	UTILITIES	143.12
401-6-625-341-000	UTILITIES	31.21
401-6-631-251-000	RENTALS	146.37
401-6-631-341-000	UTILITIES	64.56
401-6-632-341-000	UTILITIES	41.75
401-6-645-268-000	CARE OF PRISONER SER	95,550.00
401-6-691-230-000	SUPPLIES/TOOLS	1,024.20
401-6-691-341-000	UTILITIES	214.66
401-6-692-267-000	CONTRACTUAL SERVICES	5,089.21
401-6-696-257-000	FACILITY MAINT/REPAIR	4,635.23
401-6-699-341-000	UTILITIES	39.34
401-7-721-341-000	UTILITIES	443.12
401-7-721-375-000	LEASE PURCHASES	270.30
401-7-731-341-000	UTILITIES	262.78
401-7-741-341-000	UTILITIES	190.25
401-7-751-341-000	UTILITIES	605.18
401-7-752-223-000	VEHICLE FUELS	1,605.51
402-2-200-010-000	UNITED WAY PAYABLE	25.00
402-2-200-015-000	NEW YORK LIFE INSURA	466.53
402-2-200-016-000	GLOBE LIFE PAYABLE	349.70
402-2-200-018-000	CHILD ENFORCEMENT P	189.69
402-2-200-020-000	RETIREE H/C PAYABLE	1,635.92
402-2-200-022-000	PRE-PAID LEGAL PAYABL	140.55
402-2-200-024-000	ALTONS POWER BLOCK	26.95
402-6-651-341-000	UTILITIES	358.27
402-6-653-104-000	TEMPORARY SALARIES	1,520.80

Account Summary

Account Number	Account Name	Expense Amount
402-6-653-223-000	VEHICLE FUELS	32,845.66
402-6-653-230-000	SUPPLIES/TOOLS	479.91
402-6-653-251-000	RENTALS	9,595.77
402-6-653-291-000	ROAD PROJECTS-OTHER	5,180.33
402-6-653-315-000	LIABILITY INSURANCE	1,405.78
408-8-812-341-000	UTILITIES	191.10
410-8-816-341-000	UTILITIES	96.08
411-8-814-256-000	BLDG. IMPROVEMENT P	8,892.90
411-8-814-341-000	UTILITIES	121.48
412-8-815-341-000	UTILITIES	48.81
427-2-200-015-000	NEW YORK LIFE INSURA	171.02
427-2-200-016-000	GLOBE LIFE PAYABLE	86.76
427-2-200-020-000	RETIREE H/C PAYABLE	115.50
427-2-200-022-000	PRE-PAID LEGAL PAYABL	33.90
427-6-638-341-000	UTILITIES	64.53
427-6-639-270-000	PAYMENT OF HOSPITAL	1,858.76
427-6-639-296-000	INDIGENT BURIAL	1,000.00
432-2-200-015-000	NEW YORK LIFE INSURA	27.17
432-2-200-016-000	GLOBE LIFE PAYABLE	61.40
432-2-200-020-000	RETIREE H/C PAYABLE	171.28
435-2-200-011-000	MISCELLANEOUS PAYABL	276.92
435-2-200-015-000	NEW YORK INSURANCE	19.53
435-2-200-016-000	GLOBE LIFE PAYABLE	25.21
435-2-200-020-000	RETIREE H/C PAYABLE	149.01
437-2-200-015-000	NEW YORK LIFE INSURA	67.70
437-2-200-020-000	RETIREE H/C PAYABLE	74.38
437-6-659-242-000	LANDFILL EXPENSES	13,224.27
452-2-200-010-000	UNITED WAY PAYABLE	5.00
452-2-200-015-000	NEW YORK LIFE INSURA	119.64
452-2-200-016-000	GLOBE LIFE PAYABLE	182.63
452-2-200-020-000	RETIREE H/C PAYABLE	519.34
452-2-200-022-000	PRE-PAID LEGAL PAYABL	33.90
452-8-832-223-000	VEHICLE FUELS	3,633.85
452-8-832-230-000	SUPPLIES/TOOLS	42.50
452-8-832-251-000	RENTALS	396.25
620-7-725-375-000	LEASE PURCHASES	180.46
635-6-682-381-200	CONSTRUCTION PROJEC	8,676.59
650-6-684-251-000	RENTALS	468.24
650-6-684-268-000	HOUSING OF PRISONERS	2,150.00
670-6-671-375-000	LEASE PURCHASE PAYME	1,904.24
	Grand Total:	223,478.78



Project Account Summary

Project Account Key	Expense Amount
None	223,478.78
Grand Total:	223,478.78



Expense Approval Register

Packet: APPKT02779 - CHECK RUN 11/22/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
Vendor: 42 CONSTRUCTION LLC						
42 CONSTRUCTION LLC	213	11/20/2023	COVER ELEVATOR SHAFTS	401-6-692-257-000	3,442.67	
					Vendor 42 CONSTRUCTION LLC Total:	<u>3,442.67</u>
Vendor: A-7 AUSTIN, LLC						
A-7 AUSTIN, LLC	43061	11/14/2023	ACCOUNTS PAYABLE CHECKS	401-6-631-230-000	601.86	
					Vendor A-7 AUSTIN, LLC Total:	<u>601.86</u>
Vendor: ARTESIA FIRE EQUIPMENT INC.						
ARTESIA FIRE EQUIPMENT IN	82314	11/16/2023	INSTALL KIT FOR LARGE MAS	411-8-814-221-000	1,847.50	
					Vendor ARTESIA FIRE EQUIPMENT INC. Total:	<u>1,847.50</u>
Vendor: CHARLOTTE ANDRADE						
CHARLOTTE ANDRADE	CC025357	11/20/2023	NM EDGE/CPS ASSESSMENT/	401-7-741-226-000	179.10	
					Vendor CHARLOTTE ANDRADE Total:	<u>179.10</u>
Vendor: EL PASO HEALTHCARE SYSTEMS LTD						
EL PASO HEALTHCARE SYSTE	CC025358	11/10/2023	ACCT# 77262698	427-6-639-270-000	2,306.49	
					Vendor EL PASO HEALTHCARE SYSTEMS LTD Total:	<u>2,306.49</u>
Vendor: ELIOR INC						
ELIOR INC	INV2000189995	11/07/2023	CUST ID: C1921000	650-6-684-264-000	51,084.36	
					Vendor ELIOR INC Total:	<u>51,084.36</u>
Vendor: HENNIGHAUSEN & OLSON,LLP						
HENNIGHAUSEN & OLSON,LL	38820	11/01/2023	LEGAL SERVICES	452-8-832-260-000	295.85	
					Vendor HENNIGHAUSEN & OLSON,LLP Total:	<u>295.85</u>
Vendor: JOHNSON CONTROLS FIRE PROTECTION LP						
JOHNSON CONTROLS FIRE P	51419303	11/17/2023	REPAIRS/ COURTHOUSE	401-6-692-257-000	683.95	
JOHNSON CONTROLS FIRE P	51419334	11/17/2023	REPAIRS/ CCDC	401-6-696-257-000	2,402.17	
					Vendor JOHNSON CONTROLS FIRE PROTECTION LP Total:	<u>3,086.12</u>
Vendor: KYLEA AMERICE WILLIAMS						
KYLEA AMERICE WILLIAMS	CC025352	11/20/2023	CSB MEETING 11/14/23	631-8-885-260-000	25.00	
					Vendor KYLEA AMERICE WILLIAMS Total:	<u>25.00</u>
Vendor: L.N. CURTIS & SONS						
L.N. CURTIS & SONS	INV759270	11/01/2023	FIREFIGHTER BOOTS	412-8-815-238-000	2,228.00	
					Vendor L.N. CURTIS & SONS Total:	<u>2,228.00</u>
Vendor: MASOUD KHORSAND-SAHBAIE, MD PA						
MASOUD KHORSAND-SAHBA	CC025373	11/21/2023	ACCT# 38932	427-6-639-270-000	570.60	
MASOUD KHORSAND-SAHBA	CC025374	11/21/2023	ACCT# 38932	427-6-639-270-000	148.18	
MASOUD KHORSAND-SAHBA	CC025375	11/21/2023	ACCT# 38932	427-6-639-270-000	12.67	
					Vendor MASOUD KHORSAND-SAHBAIE, MD PA Total:	<u>731.45</u>
Vendor: NES ARIZONA INC						
NES ARIZONA INC	CC025366	11/20/2023	ACCT# 931363V25099	427-6-639-270-000	320.70	
					Vendor NES ARIZONA INC Total:	<u>320.70</u>
Vendor: NEW MEXICO GAS COMPANY INC						
NEW MEXICO GAS COMPAN	CC025376	11/10/2023	ACCT# 078156501-0805690-	650-6-684-341-000	1,461.66	
					Vendor NEW MEXICO GAS COMPANY INC Total:	<u>1,461.66</u>
Vendor: REGIONAL IMAGING ENM, LLC						
REGIONAL IMAGING ENM, LL	CC025359	11/20/2023	ACCT# 16016035	427-6-639-270-000	10.36	
REGIONAL IMAGING ENM, LL	CC025360	11/20/2023	ACCT# 16016035	427-6-639-270-000	170.05	
REGIONAL IMAGING ENM, LL	CC025361	11/20/2023	ACCT#16016035	427-6-639-270-000	10.36	
REGIONAL IMAGING ENM, LL	CC025362	11/20/2023	ACCT# 16016035	427-6-639-270-000	10.36	
REGIONAL IMAGING ENM, LL	CC025363	11/20/2023	ACCT# 16016045	427-6-639-270-000	32.38	
					Vendor REGIONAL IMAGING ENM, LLC Total:	<u>233.51</u>

Expense Approval Register

Packet: APPKT02779 - CHECK RUN 11/22/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ROADRUNNER HEALTH SERVICES, LLC					
ROADRUNNER HEALTH SERVI	1280	11/01/2023	INMATE MEDICAL CARE/ FY	427-6-639-268-000	166,544.02
Vendor ROADRUNNER HEALTH SERVICES, LLC Total:					166,544.02
Vendor: ROSWELL CLINIC CORP					
ROSWELL CLINIC CORP	CC025353	11/16/2023	ACCT# 1708058V1610	427-6-639-270-000	157.45
ROSWELL CLINIC CORP	CC025354	11/16/2023	ACCT# 1708058V1610	427-6-639-270-000	67.81
ROSWELL CLINIC CORP	CC025355	11/16/2023	ACCT# 1708058V1610	427-6-639-270-000	517.98
ROSWELL CLINIC CORP	CC025356	11/16/2023	ACCT# 1707927V1610	427-6-639-270-000	47.26
ROSWELL CLINIC CORP	CC025364	11/20/2023	ACCT# 1708497V1610	427-6-639-270-000	83.31
ROSWELL CLINIC CORP	CC025365	11/20/2023	ACCT# 1708497V1610	427-6-639-270-000	24.58
Vendor ROSWELL CLINIC CORP Total:					898.39
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	92616	11/09/2023	SUPPLIES	650-6-684-230-000	717.65
Vendor STARR JANITORIAL INC. Total:					717.65
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	011-1889211-000	11/06/2023	ACCT# 011-189211-000	650-6-684-251-000	241.23
VISUAL EDGE IT, INC	35227021	11/03/2023	ACCT# 016-1579071-000	432-7-761-251-000	246.42
Vendor VISUAL EDGE IT, INC Total:					487.65
Vendor: WATSON TRUCK & SUPPLY INC					
WATSON TRUCK & SUPPLY IN	385303DO	11/10/2023	PARTS	452-8-832-221-000	152.32
Vendor WATSON TRUCK & SUPPLY INC Total:					152.32
Grand Total:					236,644.30

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	7,309.75
411 - BERRENDO VOLUNTEER FIRE	1,847.50
412 - SIERRA VOLUNTEER FIRE FND	2,228.00
427 - INDIGENT HOSPITAL CLAIMS	171,034.56
432 - DWI GRANT FUNDS	246.42
452 - FLOOD CONTROL	448.17
631 - OTHER GRANTS & CONTRACTS	25.00
650 - DETENTION CONSTRUCTION PJ	53,504.90
Grand Total:	236,644.30

Account Summary

Account Number	Account Name	Expense Amount
401-6-631-230-000	SUPPLIES/TOOLS	601.86
401-6-692-257-000	FACILITY MAINTENANCE	4,126.62
401-6-696-257-000	FACILITY MAINT/REPAIR	2,402.17
401-7-741-226-000	MILEAGE REIMBURSEME	179.10
411-8-814-221-000	VEH/HVY EQUIP. REPAIR	1,847.50
412-8-815-238-000	UNIFORMS	2,228.00
427-6-639-268-000	CARE OF PRISONER SER	166,544.02
427-6-639-270-000	PAYMENT OF HOSPITAL	4,490.54
432-7-761-251-000	RENTALS	246.42
452-8-832-221-000	VEH/HVY EQUIP. REPAIR	152.32
452-8-832-260-000	PROFESSIONAL SERVICE	295.85
631-8-885-260-000	PROFESSIONAL SERVICE	25.00
650-6-684-230-000	SUPPLIES/TOOLS	717.65
650-6-684-251-000	RENTALS	241.23
650-6-684-264-000	FEEDING OF PRISONERS	51,084.36
650-6-684-341-000	UTILITIES	1,461.66
Grand Total:	Grand Total:	236,644.30

Project Account Summary

Project Account Key	Expense Amount
None	236,644.30
Grand Total:	236,644.30



Chaves County, NM

Expense Approval Register

Packet: APPKT02781 - CHECK RUN 2 11/22/23

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: OLIVE TREE INVESTMENTS, LLC					
OLIVE TREE INVESTMENTS, L	CC025377	11/22/2023	110 E MESCALERO RD	635-6-682-375-000	15,000.00
			Vendor OLIVE TREE INVESTMENTS, LLC Total:		15,000.00
				Grand Total:	15,000.00

Fund Summary

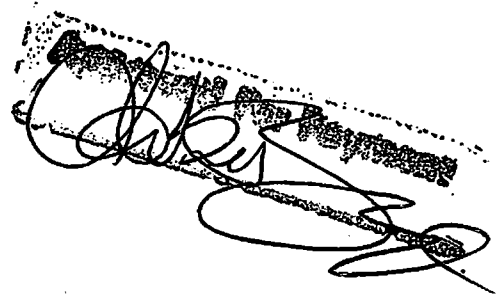
Fund	Expense Amount
635 - EMERGENCY/CAPITAL OUTLAY	15,000.00
Grand Total:	15,000.00

Account Summary

Account Number	Account Name	Expense Amount
635-6-682-375-000	LEASE PURCHASES	15,000.00
	Grand Total:	15,000.00

Project Account Summary

Project Account Key	Expense Amount
None	15,000.00
Grand Total:	15,000.00

A handwritten signature in black ink is written over a rectangular stamp. The signature is cursive and appears to read "D. J. [unclear]". The stamp is mostly illegible but contains some text and a date.

Local Budget Adjustment

Nov 2023

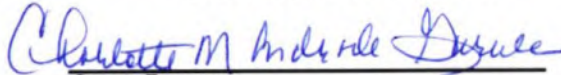
<u>Account</u>	<u>Desc</u>	<u>Amount</u>
452-8-832-375-000	Local BAR Nov 2023	(60000.00)
452-8-832-372-000	Local BAR Nov 2023	60000.00
401-6-624-230-000	Local BAR Nov 2023	(3500.00)
401-6-624-252-000	Local BAR Nov 2023	3500.00
401-6-624-230-000	Local BAR Nov 2023	(4000.00)
401-6-624-237-000	Local BAR Nov 2023	4000.00
401-7-751-236-000	Local BAR Nov 2023	7000.00
401-7-751-267-000	Local BAR Nov 2023	(7000.00)

**CHAVES COUNTY TREASURER'S OFFICE
DISBURSEMENT REPORT - NOVEMBER 2023**

Created Date	Payee	Check #	Amount	Note	Voided	Processed	By
Nov 01 2023	CRYSTEL DENTON	11287	\$60.00	MOBILE HOME PERMIT # 2023-35		Nov 02 2023 01:11:24 PM	kgonzales
Nov 02 2023	PACHECO, EDWARD A	11288	\$31.92	OVERPAYMENT		Nov 02 2023 04:17:34 PM	kgonzales
Nov 10 2023	ARTESIA SCHOOLS	11289	\$4,158.16	disbursement from 09/30/2023 to 10/31/2023		Nov 10 2023 03:43:24 PM	kgonzales
Nov 10 2023	ARTESIA SCHOOLS	11290	\$8,009.66	disbursement from 09/30/2023 to 10/31/2023		Nov 10 2023 03:44:01 PM	kgonzales
Nov 10 2023	ARTESIA SCHOOLS	11291	\$974.60	disbursement from 09/30/2023 to 10/31/2023		Nov 10 2023 03:44:38 PM	kgonzales
Nov 10 2023	DEXTER SCHOOLS	11292	\$139,279.69	Grouped Check		Nov 10 2023 03:45:24 PM	kgonzales
Nov 10 2023	EASTERN NM UNIVERSITY	11293	\$136,602.68	Grouped Check		Nov 10 2023 03:46:51 PM	kgonzales
Nov 10 2023	ELIDA PUBLIC SCHOOLS #27	11294	\$1,137.57	Grouped Check		Nov 10 2023 03:47:48 PM	kgonzales
Nov 10 2023	ELIDA PUBLIC SCHOOLS #28	11295	\$65.95	Grouped Check		Nov 10 2023 03:48:25 PM	kgonzales
Nov 10 2023	HAGERMAN SCHOOLS	11296	\$51,758.98	Grouped Check		Nov 10 2023 03:49:05 PM	kgonzales
Nov 10 2023	LAKE ARTHUR SCHOOLS	11297	\$40,807.20	Grouped Check		Nov 10 2023 03:50:14 PM	kgonzales
Nov 10 2023	NM JR COLLEGE	11298	\$296.32	disbursement from 09/30/2023 to 10/31/2023		Nov 10 2023 03:50:54 PM	kgonzales
Nov 10 2023	ROSWELL INDEPENDENT SCHOOL DIST.	11299	\$966,115.55	disbursement from 09/30/2023 to 10/31/2023		Nov 10 2023 03:51:36 PM	kgonzales
Nov 10 2023	SYDNEY GUTIERREZ MIDDLE SCHOOL	11300	\$5,085.81	disbursement from 09/30/2023 to 10/31/2023		Nov 10 2023 03:52:02 PM	kgonzales
Nov 10 2023	TATUM SCHOOLS	11301	\$506.34	Grouped Check		Nov 10 2023 03:52:52 PM	kgonzales
Nov 10 2023	CENTRAL VALLEY SOIL & WATER	11302	\$326.85	disbursement from 09/30/2023 to 10/31/2023		Nov 10 2023 03:53:30 PM	kgonzales
Nov 10 2023	CHAVES COUNTY SOIL & WATER	11303	\$33,868.91	disbursement from 09/30/2023 to 10/31/2023		Nov 10 2023 03:53:58 PM	kgonzales
Nov 10 2023	CITY OF ROSWELL	11304	\$604,764.84	disbursement from 09/30/2023 to 10/31/2023		Nov 10 2023 03:54:29 PM	kgonzales
Nov 10 2023	CITY OF ROSWELL	11305	\$351.80	disbursement from 09/30/2023 to 10/31/2023		Nov 10 2023 03:55:03 PM	kgonzales
Nov 10 2023	CONSERVANCY	11306	\$476,461.53	disbursement from 09/30/2023 to 10/31/2023		Nov 10 2023 03:55:36 PM	kgonzales
Nov 10 2023	COTTONWOOD-WALNUT CREEK S & W	11307	\$1,535.97	disbursement from 09/30/2023 to 10/31/2023		Nov 10 2023 03:56:04 PM	kgonzales
Nov 10 2023	DFA-ADMINISTRATIVE SERVICES	11308	\$229,422.61	Grouped Check		Nov 10 2023 03:56:38 PM	kgonzales
Nov 10 2023	HAGERMAN-DEXTER SOIL & WATER	11309	\$7,496.00	disbursement from 09/30/2023 to 10/31/2023		Nov 10 2023 04:02:22 PM	kgonzales
Nov 10 2023	NEW MEXICO TAXATION AND REVENUE	11310	\$679.59	disbursement from 09/30/2023 to 10/31/2023		Nov 10 2023 04:03:02 PM	kgonzales
Nov 10 2023	PENASCO SOIL & WATER	11311	\$859.59	disbursement from 09/30/2023 to 10/31/2023		Nov 10 2023 04:03:36 PM	kgonzales
Nov 10 2023	STATE OF NEW MEXICO - CTF	11312	\$435.00	disbursement from 09/30/2023 to 10/31/2023		Nov 10 2023 04:04:07 PM	kgonzales
Nov 10 2023	TOWN OF DEXTER	11313	\$2,199.49	disbursement from 09/30/2023 to 10/31/2023		Nov 10 2023 04:05:40 PM	kgonzales
Nov 10 2023	TOWN OF HAGERMAN	11314	\$1,699.13	disbursement from 09/30/2023 to 10/31/2023		Nov 10 2023 04:06:17 PM	kgonzales
Nov 10 2023	TOWN OF LAKE ARTHUR	11315	\$787.44	disbursement from 09/30/2023 to 10/31/2023		Nov 10 2023 04:06:39 PM	kgonzales
Nov 10 2023	ARNERO, JOSE; ARNERO, BLANCA	11316	\$20.00	OVERPAYMENT		Nov 10 2023 04:17:54 PM	kgonzales
Nov 10 2023	MALONEY, JAMES R	11317	\$10.00	OVERPAYMENT		Nov 10 2023 04:19:22 PM	kgonzales
Nov 10 2023	C&C ESCROW SERVICES, LLC	11318	\$232.59	OVERPAYMENT		Nov 10 2023 04:21:46 PM	kgonzales
Nov 10 2023	C&C ESCROW SERVICES, LLC	11319	\$362.81	OVERPAYMENT		Nov 10 2023 04:23:00 PM	kgonzales
Nov 10 2023	FEDERAL INVESTORS SERVICING, INC.	11320	\$317.72	OVERPAYMENT		Nov 10 2023 04:23:41 PM	kgonzales
Nov 10 2023	GRILLEY, VIRGINIA ANN ; GRILLEY, MICHAEL JOSEPH & DANIEL ARTHUR	11321	\$18.26	OVERPAYMENT		Nov 10 2023 04:25:04 PM	kgonzales
Nov 10 2023	BROWN, BILLY EVANS JR	11322	\$10.00	OVERPAYMENT		Nov 10 2023 04:26:20 PM	kgonzales
Nov 10 2023	WHITEHEAD, DAVID R; WHITEHEAD, NANCY R	11323	\$56.93	OVERPAYMENT		Nov 10 2023 04:27:16 PM	kgonzales
Nov 10 2023	WILSON, CHARLES P ; WILSON, BEVERLEY S	11324	\$2.16	OVERPAYMENT		Nov 10 2023 04:27:58 PM	kgonzales
Nov 17 2023	ROSA R PEREZ; EP MONTOYA	11325	\$4.70	OVERPAYMENT		Nov 17 2023 04:01:30 PM	kgonzales
Nov 17 2023	MANG, KELLI S	11326	\$10.00	OVERPAYMENT		Nov 17 2023 04:02:19 PM	kgonzales
Nov 17 2023	STEVENS, LEILANI L	11327	\$20.00	OVERPAYMENT		Nov 17 2023 04:03:04 PM	kgonzales
Nov 17 2023	C&C ESCROW SERVICES, LLC	11328	\$301.82	OVERPAYMENT		Nov 17 2023 04:04:02 PM	kgonzales
Nov 21 2023	WITTKOPF, MARLA J	11329	\$18.60	OVERPAYMENT		Nov 21 2023 01:43:28 PM	kgonzales
Nov 21 2023	HIBBARD, KELLY MAY	11330	\$1,195.22	OVERPAYMENT		Nov 21 2023 01:48:35 PM	kgonzales
Nov 21 2023	FIRST AMERICAN BANK	11331	\$2,551.50	OVERPAYMENT		Nov 21 2023 01:52:44 PM	kgonzales
Nov 21 2023	TERRY, PAYTON COLE; TERRY, CALLIE SUE	11332	\$906.98	OVERPAYMENT		Nov 21 2023 01:53:31 PM	kgonzales
Nov 21 2023	C&C ESCROW SERVICES, LLC	11333	\$175.07	OVERPAYMENT		Nov 21 2023 01:54:52 PM	kgonzales
Nov 21 2023	C&C ESCROW SERVICES, LLC	11334	\$383.89	OVERPAYMENT		Nov 21 2023 01:55:51 PM	kgonzales
Nov 21 2023	C&C ESCROW SERVICES, LLC	11335	\$518.65	OVERPAYMENT		Nov 21 2023 01:57:14 PM	kgonzales
Nov 21 2023	WELLS FARGO	11336	\$1,401.01	OVERPAYMENT		Nov 21 2023 03:07:10 PM	kgonzales
Nov 27 2023	MENARD LIVING TRUST; GEORGE & MARGIE	11337	\$1,960.40	OVERPAYMENT		Nov 27 2023 04:48:57 PM	kgonzales
Nov 27 2023	HEP PIPELINE	11338	\$112.86	OVERPAYMENT		Nov 27 2023 04:49:44 PM	kgonzales
Nov 27 2023	MID AMERICA PIPELINE COMPANY LLC	11339	\$25,840.20	OVERPAYMENT		Nov 27 2023 04:50:24 PM	kgonzales
Nov 29 2023	CUEVAS, RICHARD	11340	\$262.12	OVERPAYMENT		Nov 29 2023 03:43:18 PM	kgonzales

October Distribution - Taxing Authorities
Refunds / Overpayments
TOTAL DISBURSEMENTS

\$2,715,687.26
\$36,785.41
\$2,752,472.67


County Treasurer

DISTRIBUTION FOR

October 2023

Authority	Fund#	Fund Name	Fund ID	
STATE OF NM	592	CATTLE/BISON	1N	
STATE OF NM	595	DAIRY	4N	
STATE OF NM	592	HORSES	5N	
PREDATOR CONTROL	423	PREDATOR CONTROL	7N	(IN HOUSE)
FLOOD CONTROL	452		8	(IN HOUSE)
CONSERVANCY	502		9	
CHAVES COUNTY S&W	465		10N	
	465		10R	
UPPER HONDO S&W	467		11N	
HAG/DEX S & W	503		12N	
	503		12R	
PENASCO S & W	468		13	
CENTRAL VALLEY S & W	469		14N	
	469		14R	
STATE OF NM	591	STATE DEBT SERVICE	31	
CHAVES COUNTY	401	OPERATIONAL-R	40N	(IN HOUSE)
	401	OPERATIONAL-N	40R	(IN HOUSE)
	401	DEBT SERVICE	41	(IN HOUSE)
CC ENMU-R	702	OPERATIONAL-R	70N	
	702	OPERATIONAL-N	70R	
	722	DEBT SERVICE	71	
CITY OF ROSWELL	575	OPERATIONAL-R	1050N	
	575	OPERATIONAL-N	1050R	
	574	DEBT SERVICE	1051	
RISD	701	OPERATIONAL-R	1060N	
	701	OPERATIONAL-N	1060R	
	721	DEBT SERVICE	1061	
	751	CAP IMPROVEMENT-N	1062N	
	751	CAP IMPROVEMENT-R	1062R	
#14 ARTESIA SCHOOLS	705	OPERATIONAL-R	1460N	
	705	OPERATIONAL-N	1460R	
	725	DEBT SERVICE	1461	
	755	CAP IMPROVEMENT-N	1462N	
	755	CAP IMPROVEMENT-R	1462R	
	745	HB-33N	1463N	
	745	HB-33R	1463R	
TOWN OF LAKE ARTHUR	578	OPERATIONAL-R	2050N	
	578	OPERATIONAL-N	2050R	
LAKE ARTHUR SCHOOLS	706	OPERATIONAL-R	2060N	
	706	OPERATIONAL-N	2060R	
	726	DEBT SERVICE	2061	
	756	CAP IMPROVEMENT-N	2062N	

	756	CAP IMPROVEMENT-R	2062R		
#27 ROOSEVELT COUNTY	707	OPERATIONAL-R	2760N		
	707	OPERATIONAL-N	2760R		
	727	DEBT SERVICE	2761		
	757	CAP IMPROVEMENT-N	2762N		
	757	CAP IMPROVEMENT-R	2762R		
#28 ROOSEVELT COUNTY	708	OPERATIONAL-R	2860N		
	708	OPERATIONAL-N	2860R		
	728	DEBT SERVICE	2861		
	758	CAP IMPROVEMENT-N	2862N		
	758	CAP IMPROVEMENT-R	2862R		
TOWN OF HAGERMAN	577	OPERATIONAL-R	6050N		
		OPERATIONAL-N	6050R		
HAGERMAN SCHOOLS	703	OPERATIONAL-R	6060N		
		OPERATIONAL-N	6060R		
	723	DEBT SERVICE	6061		
	753	CAP IMPROVEMENT-N	6062N		
		CAP IMPROVEMENT-R	6062R		
TOWN OF DEXTER	576	OPERATIONAL-R	8050N		
		OPERATIONAL-N	8050R		
DEXTER SCHOOLS	704	OPERATIONAL-R	8060N		
	704	OPERATIONAL-N	8060R		
DEBT SERV	724	DEBT SERVICE	8061		
CAP IMP	754	CAP IMPROVEMENT-N	8062N		
	754	CAP IMPROVEMENT-R	8062R		
TECH DEBT SERV	764	TECH DEBT SERVICE	8064		
ARTESIA SCHOOLS					
CAP IMP	755	ART_SCH_CAP_IMP_N		\$3,075.93	
	755	ART_SCH_CAP_IMP_R		\$1,082.23	
DEBT SERV	725	ART_SCH_DS		\$0.00	
HB-33	745	ART_SCH_HB33_N		\$6,168.80	
	745	ART_SCH_HB33_R		\$1,840.86	
OPERATIONAL	705	ART_SCH_OP_N		\$768.99	
	705	ART_SCH_OP_R		\$205.61	
STATE OF NM	592	BISON			
STATE OF NM	592	CATTLE		\$25,042.06	
CHAVES COUNTY	465	CCS_W_N		\$9,558.43	
SOIL & WATER	465	CCS_W_R		\$24,310.48	
CHAVES COUNTY	401	COUNTY_OP_N		\$518,170.67	(IN HOUSE)
	401	COUNTY_OP_R		\$553,080.67	(IN HOUSE)
CENTRAL VALLEY	469	CVS_W_N		\$118.97	
SOIL & WATER	469	CVS_W_R		\$207.88	
COT.WOOD WALCRK S&W	525	CWCS_W		\$1,535.97	
STATE OF NM	595	DAIRY		\$8,277.28	
TOWN OF DEXTER	576	DEX_MUN_N		\$425.77	
	576	DEX_MUN_R		\$1,773.72	
DEXTER SCHOOLS	724	DEXSD_DS		\$85,168.11	
	764	DEXSD_ET		\$27,426.09	

	754	DEXSD_N_CI	\$12,177.78	
	704	DEXSD_N_OP	\$3,044.43	
	754	DEXSD_R_CI	\$10,342.71	
	704	DEXSD_R_OP	\$1,120.57	
#27 ROOSEVELT COUNTY	727	ELI27_DS	\$0.00	
	757	ELI27_N_CI	\$723.07	
DON'T COMBINE CHECKS FOR ROOSEVELT COUNTY	707	ELI27_N_OP	\$178.24	
	757	ELI27_R_CI	\$198.49	
	707	ELI27_R_OP	\$37.77	
#28 ROOSEVELT COUNTY	727	ELI28_DS	\$0.00	
	758	ELI28_N_CI	\$50.37	
	708	ELI28_N_OP	\$12.43	
	758	ELI28_R_CI	\$2.65	
	708	ELI28_R_OP	\$0.50	
CC ENMU-R	722	ENMU_R	\$7.68	
	702	ENMU_R_N	\$48,417.89	
	702	ENMU_R_R	\$88,177.11	
FLOOD CONTROL	452	FLOOD	\$191,645.41	
STATE OF NM	593	GOATS	\$18.00	
HAGERMAN -DEXTER SOIL&WATER	503	HAG_DEXS_W_N	\$4,229.52	
	503	HAG_DEXS_W_R	\$3,266.48	
TOWN OF HAGERMAN	577	HAG_MUN_N	\$263.45	
	577	HAG_MUN_R	\$1,435.68	
HAGERMAN SCHOOLS	723	HAGSD_DS	\$35,192.91	
	753	HAGSD_N_CI	\$8,024.03	
	703	HAGSD_N_OP	\$2,006.02	
	753	HAGSD_R_CI	\$5,668.78	
	703	HAGSD_R_OP	\$867.24	
STATE OF NM	594	HOGS		
STATE OF NM	592	HORSES	\$496.77	
TOWN OF LAKE ARTHUR	578	LA_MUN_N	\$77.27	
	578	LA_MUN_R	\$710.17	
	726	LASD_DS	\$27,896.02	
	766	LASD_ET	\$0.00	
	756	LASD_N_CI	\$8,186.00	
	706	LASD_N_OP	\$2,046.52	
	756	LASD_R_CI	\$2,289.54	
	706	LASD_R_OP	\$389.12	
	599	LLAMAS	\$0.30	
#1-L NMJC	710	NMJC_N	\$127.02	
	710	NMJC_R	\$169.30	
PENASCO S & W	468	PENS_W	\$859.59	
PREDATOR CONTROL		PRED	\$5,734.41	(IN HOUSE)
CONSERVANCY	502	PVCD	\$476,461.53	
ROSWELL SCHOOLS	721	RISD_DS	\$686,477.27	
	751	RISD_N_CI	\$66,168.42	

	751	RISD_N_CI_SGMS	\$1,411.37
	701	RISD_N_OP	\$16,890.01
	751	RISD_R_CI	\$172,392.78
	751	RISD_R_CI_SGMS	\$3,674.44
	701	RISD_R_OP	\$24,187.07
CITY OF ROSWELL	574	ROS_DS	\$351.80
	575	ROSOP_N	\$180,745.54
	575	ROSOP_R	\$424,019.30
STATE OF NM	593	SHEEP_GOATS	\$58.96
STATE		PENALTY & INTEREST STATE	\$654.59
		JE Corrected P&I	
STATE COST		597-4-402-650-000	\$25.00
CHILDRENS TRUST FUND		596-4-402-707-000	\$435.00
STATE OF NM		STATE DEBT SERVICE	\$195,529.24
#1-L TATUM BOARD OF ED.	729	TATSD_DS	\$0.00
		TATSD_ET	\$341.83
	759	TATSD_N_CI	\$50.30
	709	TATSD_N_OP	\$12.57
	759	TATSD_R_CI	\$90.72
	709	TATSD_R_OP	\$10.92
UPPER HONDO SOIL & WATER	467	UHS_W_N	
		UHS_W_R	
STATE OF NM	594	RATITES	

TOTAL CHECKS \$2,715,687.26

*TOTAL DISTRIBUTION (LESS CHILDRENS TRUST FUND & STATE COST) \$3,983,858.42

* should equal "Grand Total" on "Distribution Preview" report

TOTAL DISTRIBUTION \$3,984,318.42

AUTHORITY

CHECKS

ARTESIA SCHOOLS

CAPITAL IMPROVEMENT	\$4,158.16
DEBT SERVICE	\$0.00
HB-33	\$8,009.66
OPERATIONAL	\$974.60

CENTRAL VALLEY

SOIL & WATER	\$326.85
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CHAVES COUNTY

SOIL & WATER	\$33,868.91
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COTTONWOOD WALNUT CREEK SOIL&WATER	<u>\$1,535.97</u>
TOWN OF DEXTER	<u>\$2,199.49</u>
DEXTER SCHOOLS	<u>\$139,279.69</u>
ELIDA PUBLIC SCHOOLS 27	<u>\$1,137.57</u>
ELIDA PUBLIC SCHOOLS 28	<u>\$65.95</u>
ENMU-R	<u>\$136,602.68</u>
HAGERMAN-DEXTER SOIL& WATER	<u>\$7,496.00</u>
TOWN OF HAGERMAN	<u>\$1,699.13</u>
HAGERMAN SCHOOLS	<u>\$51,758.98</u>
TOWN OF LAKE ARTHUR	<u>\$787.44</u>
LAKE ARTHUR SCHOOLS	<u>\$40,807.20</u>
NM JUNIOR COLLEGE	<u>\$296.32</u>
PECOS VALLEY CONSERVANCY DIST (PVCD)	<u>\$476,461.53</u>
PENASCO SOIL& WATER	<u>\$859.59</u>
ROSWELL SCHOOLS	<u>\$966,115.55</u>
ROSWELL SCHOOLS-SGMS	<u>\$5,085.81</u>
CITY OF ROSWELL	
DEBT SERVICE	<u>\$351.80</u>
OPERATIONAL	<u>\$604,764.84</u>
STATE OF NM (P&I / STATE COST)	<u>\$679.59</u>
STATE OF NM (CHILDRENS TRUST FUND)	<u>\$435.00</u>
STATE OF NM (STATE DEBT / LIVESTOCK)	<u>\$229,422.61</u>
TATUM BOARD OF EDU.	<u>\$506.34</u>

UPPER HONDO	
SOIL & WATER	<u>\$0.00</u>
TOTAL CHECKS	<u><u>\$2,715,687.26</u></u>

IN HOUSE

CHAVES COUNTY -OP	<u>\$1,071,251.34</u>
CHAVES COUNTY - DS	<u>\$0.00</u>
PREDATOR CONTROL	<u>\$5,734.41</u>
FLOOD CONTROL	<u>\$191,645.41</u>
TOTAL IN-HOUSE	<u><u>\$1,268,631.16</u></u>

Purchasing Bid/RFP/SS/Emergency Register

FY24 BIDS

ITB #	Description	Advertise	Open	Project Manager	Status
ITB-24-1	Public Health Office	10/08/23	11/07/23	Mac Rogers	<i>Bids Rejected</i>
ITB-24-1	Public Health Office (Rebid)	11/19/23	12/12/23	Alex Palomino	
ITB-24-2	PVRCC Renovation	08/13/23	09/12/23	Mac Rogers	<i>Bid Rejected</i>
ITB-24-2	PVRCC Renovation (Rebid)	10/01/23	11/07/23	Alex Palomino	
ITB-24-3	Court Compliance Remodel	11/12/23	12/12/23	Anabel Barazza	
ITB-24-4	Bituminous Surface Treatment	09/17/23	10/10/23	Joe West	<i>Awarded</i>
ITB-24-5	County Road 184 Brasher Rd Improve.	TBD	TBD	Alex Palomino	<i>Pending docs...</i>
ITB-24-6	Corn Ranch EWP Repair	12/17/23	01/09/24	Brian Houghtalin	<i>Pending docs...</i>

FY24 RFPS

RFP #	Description	Advertise	Open	Project Manager	Status
RFP-24-1	Youth Club 23-ZH9177	08/15/23	09/05/23	Anabel Barraza	Awarded
RFP-24-2	Youth Mentoring Services 23-ZH9178	08/15/23	09/05/23	Anabel Barraza	Awarded

FY24 Sole Source

SS #	Description	Posted	Awarded	Amount
SS-24-1	Tyler Technologies	06/06/23	07/07/23	Est. \$300,000 annually
SS-24-2	WINGS for L.I.F.E	05/22/23	06/23/23	\$28,050.00
SS-24-3	CASA-Gender Specific Program	05/22/23	06/23/23	\$15,840.00
SS-24-4	CASA - Alternative Education Program	05/22/23	06/23/23	\$36,000.00
SS-24-5	CASA - Court Youth Advocacy Program	05/22/23	06/23/23	\$56,000.00
SS-24-6	Jail Management System	07/05/23	07/06/23	\$42,000.00
SS-24-7	Economic Development Corporation	09/19/23	10/20/23	\$150,000 annually
SS-24-8	Firearm Virtual Training System	09/20/23	10/23/23	\$69,500.00
SS-24-9	Courthouse Windows Phase IV	10/26/23	Pending	\$69,500.00
SS-24-10	Motorgrader Warranty	12/04/23	Pending	\$37,956.00
SS-24-11	EDC - Special Project	12/04/23	Pending	\$50,000.00

FY24 Emergency

EM #	Description	Contractor	Posted	Amount
EM-24-1	Inmate Medical Services	Roadrunner Health Services	07/18/23	\$1,928,569.00

FY24 Quotes over \$30k

Project Description	Quote 1	Quote 2	Quote 3
Clerk Scanning	Docufree - \$15,400.00	Portable Micro. - \$35,625.67	PDS - \$67,714.15
CCDC Fencing	Circle F Enterprises - \$43,217.06	American Fence - \$95,766.89	Scott's Fencing - \$208,396.00
CCCH Exterior Painting	Al Almond - \$16,992.44	Brockman Painting - \$47,121.49	Fuentes & Sons - \$29,502.28
CCDC KeyWatcher	Morse Watchman - \$32,244.80	KeyWarden - \$36,674.75	Genesis Resource - \$31,180.80

November 2023 PCard Report

Account	Department	Item Total
401-6-611 Total	Commissioners	\$1,521.51
401-6-612 Total	County Manager	\$711.01
401-6-613 Total	Human Resources	\$3,797.95
401-6-614 Total	Safety	\$996.21
401-6-616 Total	Fire & Emergency Services	\$130.99
401-6-619 Total	Working Capital	\$170.87
401-6-621 Total	Public Works	\$1,390.96
401-6-622 Total	Information Technology	\$2,273.62
401-6-624 Total	Planning & Zoning	\$1,918.09
401-6-625 Total	Purchasing	\$1,018.63
401-6-631 Total	Finance Dept	\$1,388.69
401-6-632 Total	Community Development	\$92.73
401-6-641 Total	Detention Administration	\$635.74
401-6-642 Total	Adult Detention	\$13,692.88
401-6-645 Total	Juvenile CCJD	\$153.92
401-6-691 Total	Facility Maintenance	\$8,610.06
401-6-692 Total	Courthouse Maintenance	\$6,128.01
401-6-693 Total	Facility Maint. Health Dept.	\$554.82
401-6-694 Total	Facility Maint. CC Road Dept.	\$892.04
401-6-696 Total	Operating Exp - CCDC	\$4,694.24
401-6-699 Total	St. Mary Complex	\$1,093.81
401-7-721 Total	Clerk Admin	\$4,519.70
401-7-722 Total	Clerk Bureau Elec.	\$155.94
401-7-731 Total	Assessor Admin	\$2,343.23
401-7-732 Total	Assessor Appriaisal	\$299.00
401-7-741 Total	Treasurer Dept.	\$1,192.94
401-7-751 Total	Sheriff Admin	\$6,616.05
401-7-752 Total	Sheriff Patrol & Investigation	\$9,490.76
402-6-651 Total	Road Admin	\$2,241.54
402-6-652 Total	Road Shop	\$70.76
402-6-653 Total	Road Construction & Maintenance	\$22,180.40
407-8-811 Total	Dunken FD	\$3,840.92
408-8-812 Total	East Grand Plains FD	\$2,019.25
409-8-813 Total	Penasco FD	\$2,077.45
410-8-816 Total	Midway FD	\$5,999.60
411-8-814 Total	Berrendo FD	\$16,975.55
412-8-815 Total	Sierra FD	\$15,567.38
413-8-818 Total	Rio Felix FD	\$384.90
414-8-819 Total	Fire District #8	\$260.45
427-6-638 Total	Indigent	\$739.50
430-7-753 Total	Law Enforcement	\$433.01
432-7-761 Total	DWI	\$1,240.87
437-6-659 Total	Environmental Tax	\$64.14
452-8-832 Total	Flood Dept.	\$12,599.11

November 2023 PCard Report

628-7-733 Total	Assessor	\$28.71
631-8-872 Total	Other Grant's & Contracts	\$605.37
631-8-883 Total	Other Grant's & Contracts	\$6,745.30
650-6-684 Total	CCDC Construction Fund	\$19,850.86
670-6-671 Total	Internal Services	\$900.80
Grand Total		\$191,310.27

COUNTY MANAGER

Bill Williams
PO Box 1817
Roswell, NM 88202-1817
575-624-6602
FAX 575-624-6631
Email:
bill.williams@chavescounty.gov



COMMISSIONERS

- Dara Dana > District 1
- T. Calder Ezzell Jr. > District 2
- Jeff Bilberry > District 3
- Richard C. Taylor > District 4
- Michael J. Perry > District 5

Chaves County Clerk

Summary Report

11/1/2023-11/30/23

CLERK FEES (EQUIPMENT)		\$ 3,885.00
GEN CLERK'S FEES		\$ 12,973.50
LIQUOR LICENSE		\$ -
CHILDREN'S TRUST FUND		\$ 390.00
PROBATE		\$ 766.25
PHOTOCOPIES.....		\$ 1,163.00
GOVT GROSS RECEIPTS TAX		\$ -
TOTAL AMOUNT:		\$19,177.75
TOTAL DOCUMENTS FILED		593
NEW MARRIAGE LICENSES		26
NEW PROBATES		17
NEW SURVEYS		3
NEW PLATS		2
VOTER CHANGES		320
NEW REGISTRANTS		175
REPUBLICANS		17183
DEMOCRATS		8685
LIBERTARIANS		369
OTHER		7976

Sheriff's Office
CHAVES COUNTY

#1 Saint Mary's Place
P.O. Box 1396
Roswell, New Mexico 88203
(575) 624-6500

Mike Herrington, Sheriff

Sheriff's Monthly Statistics Report
November 2023

Total Number of Arrests: 50
Adult: 50
Juvenile: 0

Total Number of DWI's: 6

Total Number of Arrest Citations: 5
Adult: 5
Juvenile: 0

Total Number of Non-Traffic Citations: 0

Total Number of Traffic Citations: 60

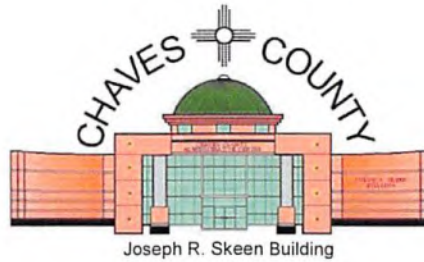
Total Number of Warning Traffic Citations: 3

Total Number of Accident Reports: 22

CCSO Mileage Report
November 2023

Unit #	Year	Make	Model	Assigned to	Mileage Beg.	Mileage End	Total
900	2013	Ford	Taurus	Spare	161,774	161,774	0
901	2016	Ford	F-250 Crew Cab	Spare-Damaged County Yard	135,512	135,512	0
902	2009	Ford	F-150	Spare-Damaged County Yard	195,328	195,328	0
903	2014	Ford	F-150	Serna, Jimmy	152,570	153,842	1272
905	2017	Ford	F-150	Spare	107,683	107,683	0
907	2011	Ford	F-250 Crew Cab	Spare	230,916	230,916	0
908	2013	Ford	Taurus	Spare at the shop	165,062	165,062	0
909	2019	Ford	F-150	Pineda, Anthony	67,951	69,638	1687
910	2014	Ford	F-150 4x4	Spare	132,823	132,823	0
911	2016	Ford	Expedition 4x4	Spare-	109,678	109,678	0
913	2016	Ford	Expedition 4x4	Perez, Agustin	100,209	101,137	928
914	2018	Ford	Taurus	Spare-Damaged County Yard	75,269	75,269	0
915	2008	Dodge	Charger	Spare-Ramos	109,447	109,542	95
916	2018	Ford	Explorer	Beagles-Clark, Amanda	119,088	120,523	1435
917	2018	Ford	Explorer	Wrecked	87,987	87,987	0
918	2006	Ford	Van	Transport Van	121,690	121,690	0
919	2009	Ford	Crown Victoria	Spare-Damaged County Yard	128,383	128,383	0
920	2008	Ford	Crown Victoria	CID Spare Broken Odometer	91,880	91,880	0
922	2018	Ford	Explorer	Delgado, Ricardo	97,104	98,167	1063
923	2005	Ford	F-150	Serrano, Agustin	147,028	148,283	1255
924	2008	Ford	Crown Victoria	Spare-Damaged County Yard	128,335	128,335	0
925	2018	Ford	Explorer	Wrecked	58,652	58,652	0
928	2010	Dodge	Van	Transport-County Yard	158,931	158,931	0
929	2013	Ford	Explorer	Ramos, Raul	96,693	97,081	388
930	2014	Ford	Taurus	Spare	70,623	70,623	0
931	2008	Ford	Crown Victoria	Spare-Damaged County Yard	122,139	122,139	0
933	2017	Ford	Explorer	De La Cerda, Nathaniel-shop	133,826	133,826	0
934	2017	Ford	Explorer	Spare	143,002	143,002	0
935	2017	Ford	Explorer	White, John	143,985	146,584	2599
937	2015	Chevy	Caprice	Spare-Damaged County Yard	98,286	98,286	0
939	2015	Chevy	Caprice	Spare-Damaged County Yard	95,457	95,457	0
940	2010	Ford	F-150	Spare	185,987	185,987	0
941	2014	Ford	Taurus	Spare	119,858	119,858	0
942	2008	Chevy	Caprice	Spare	117,428	117,428	0
943	2014	Ford	Taurus	Spare-Damaged County Yard	103,151	103,151	0
944	2014	Ford	Taurus	Ramirez, Giovanni	113,086	113,629	543
945	2014	Ford	Taurus	Spare-Damaged County Yard	137,976	137,976	0
946	2014	Ford	Taurus	Kakaras, Nadya	156,852	157,036	184
947	2013	Chevy	Tahoe	Spare-Damaged County Yard	66,287	66,287	0
948	2011	Ford	Crown Victoria	Spare	128,256	128,256	0
951	2010	Ford	Crown Victoria	Spare	107,970	107,970	0
952	2010	Ford	Expedition	Spare-Damaged County Yard	140,599	140,599	0
953	2010	Ford	Expedition	Spare-Damaged County Yard	128,040	128,040	0
955	2013	Ford	Focus	CID Spare-Civilian	96,058	96,058	0
956	2014	Ford	Taurus	Padilla, Olivia	144,127	144,127	0
957	2014	Ford	Taurus	Spare	142,777	142,777	0
960	2007	Ford	Crown Victoria	Spare	117,120	117,120	0

CHAVES COUNTY
 ROAD DEPARTMENT
 1505 East Brasher Road
 Roswell, New Mexico 88203
 Phone: 575-624-6610
 Fax: 575-627-4360



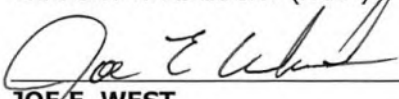
COMMISSIONERS
 Dara Dana · District 1
 T. Calder Ezzell Jr. · District 2
 Jeff Bilberry · District 3
 Richard C. Taylor · District 4
 Michael Perry · District 5

Road Operations Director
 Joe E. West

County Manager
 Bill Williams

November 2023

MAN-HOURS	6,226.50	
MANPOWER COST		\$225,870.31
ON-CALL COST		\$1,875.00
MAN-HOURS ON ROAD PROJECTS	4,518.00	
MANPOWER COST ON ROAD PROJECTS		\$169,050.37
MILES BLADED	167.51	
VEHICLE MILEAGE and OFF-ROAD HOURS	4,136.35	
VEHICLE AND EQUIPMENT COSTS		\$147,431.35
GALLONS WATER HAULED	21,000.00	
COST OF CITY WATER		\$84.00
COST OF PRIVATE BILLED WATER		\$0.00
MATERIAL USED (cubic yards)		
CHIPS USED ON ROAD PROJECTS	0.00	\$0.00
BASE COURSE USED ON ROAD PROJECTS	300.00	\$1,002.00
COLD MIX USED ON ROAD PROJECTS	38.70	\$3,579.75
FINES USED ON ROAD PROJECTS	0.00	\$0.00
MILLINGS	0.00	\$0.00
PIT RUN USED ON ROAD PROJECTS	20.00	\$120.00
RIP RAP USED ON ROAD PROJECTS	0.00	\$0.00
ROAD OIL		\$0.00
DEMURRAGE		\$0.00
GAS (gallons)	1414.46	\$3,758.27
DIESEL (gallons)	3036.50	\$10,721.90
GAS - Dunken (gallons)	187.50	\$515.44
DIESEL - Dunken (gallons)	146.30	\$535.65
COST OF ROADWORK		\$336,798.73
COST OF SOLID WASTE		\$13,416.64
OFFICIAL HEADCOUNT		44
HEADCOUNT ADJUSTMENTS (NOV.)		-2
HEADCOUNT ADDITIONS (NOV.)		0
CURRENT HEADCOUNT (NOV.)		32



JOE E. WEST
ROAD OPERATIONS DIRECTOR

Chaves County Flood Commission

EST. 1947

207 N Brown Road

Roswell NM 88201

Timothy Z. Jennings, Flood Commissioner

Brian Houghtalin, Flood Superintendent

2023 Annual Report



Letter from the Superintendent

Precipitation was below average this year. At the time this letter was written, the total at the Richard T. Smith Flood Control Building was only 7.2 inches. The station at Roswell Industrial Air Center recorded 10.76 inches, which is a little closer to the average precipitation of 12.91 inches. Despite the low totals, we did have a few localized severe thunderstorms causing some flash flooding and road closures.

One of these areas was the drainage controlled by the Zuber Project dams: the 13 Mile Draw Dam, Peter's Lake Dam, and the Greenfield Dam. Discharge from these three dams is carried to the Felix River via the Zuber Project Flood Water Diversion Channel. All three dams had pipe flow during this storm. The runoff caused the closure of Old YO Crossing Road. The same storm caused flash flooding of the Felix River Channel, resulting in the closure of low water crossings at Old YO Crossing Rd., Lincoln Rd., and Shoshoni Rd. At the peak stage of this flash flood, the USGS Stream Gauge Data read 1090 CFS.

The Hondo River, flowing between The Two Rivers Reservoir and The City of Roswell, ran from October 2022 to May of 2023 but has been dry since. The commission has used this time to complete some minor maintenance on the river channel and Floodwater Diversion 3. We also used this time to repair the access ramps into the Hondo through the city and clean under bridges.

Repairs have continued on the Macho Draw channel near Eden Valley Rd. and Highway 285 north of Roswell to fix flood damage from 2021 and 2022. The Macho did not have any significant flows this calendar year. Further from Hwy. 285 on the Macho, the Flood Commission and NRCS are hoping to finalize the design phase of a Watershed Protection Program Grant project that has been in the works this year. We hope to have a contractor assigned and be well on our way to completion by this time next year. This project, along with the repairs nearer the highway, will protect the agricultural property adjacent to the channel and benefit the overall health of the watershed.

The Commission has also repaired a significant amount of flood damage from last year's flood on the Pecos River. This flood caused significant property damage on the east and west sides of the river. Repairs were made to prevent damage to property and keep the river within its banks in multiple locations.

The Thunderhead Ranch had multiple existing spreader dams and erosion control structures that had failed or were near failing. As a number of these were on federal land, the Rancher obtained permission from BLM to repair them. The Commission is in the process now of completing repairs on these and the structures on deeded land.

The Penasco River is another area that required the assistance of Flood Control. We assisted multiple landowners with everything from downed trees in the river that would have posed a risk to residents downstream in a flood to repairing low water crossings damaged in prior floods. Other projects in the area, but not on the Penasco itself, included the repair of an access road to a communication tower used by dispatch, repair of existing spreader dams, and flood damage at the intersection of Mule Canyon and Aqua Chiquita Canyon. A number of smaller projects were completed to redirect runoff away from residences and businesses or to help with erosion control.

All of these projects, along with the River Channel Maintenance program, kept us from getting bored this year. We are hoping for a little more rain next year, but God willing, not all at once.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Houghtalin", with a long horizontal line extending to the right.

Brian Houghtalin, Flood Superintendent

The Following Dams & Channels were
Maintained during 2023

- ♦ Retention Pond, East Hobbs and South Main
- ♦ Cahoon Retention Pond
- ♦ Summit Channel
- ♦ Spring River
- ♦ Berrendo Creek
- ♦ Drainage Channel along Hobson
- ♦ Hondo River
- ♦ Drainage Channel along railroad from South Spring
acres to Hobson
- ♦ Hondo river
- ♦ South Park Cemetery Channel and pond
- ♦ North Washington Channel
- ♦ North Kentucky Channel
- ♦ Coronado Road Channel

Completed & Current Project - 2023

- Mathews Canyon Dam Repair
- Simms Diversion Repair
- Brown Ranch repair Hondo River Channel, Diversion Berm maintenance & repair, repair access road to structures
- Macho Draw/Corn Ranch flood damage repairs and erosion control
- Clint Lynch flood damage repair & erosion control along the Pecos River
- Haystack Land & Cattle flood damage repair, erosion control along the Pecos River
- Thunder Head Ranch repair spreader Dams Erosion Control
- LE Ranch erosion control and repair Diversion Berm
- Weatherford/Berrendo Creek erosion Control & Flood damage repair

Completed & Current Projects-2023

- ◆ Rogers worked on Diversion Berm
- ◆ Mulcock repair Flood Damage & tree removal from the Penasco River
- ◆ Powell repair Flood Damage and Erosion Control
- ◆ Chaves County Dispatch repair access road to communication tower used by dispatch



Union & McGaffey Bridge—Cleanout

Thunderhead Ranch Spreader Dam Repairs



Flood water
Diversion to protect
a residence



Flood damage & repair near Pecos River





Tree removal and flood damage repair

Penasco River area



Penasco River
Flood damage Repair



Flood damage repair



Flood Damage Repair Penasco River area



Repair of access road to communication tower used by Dispatch.



Bridge repair over
Penasco

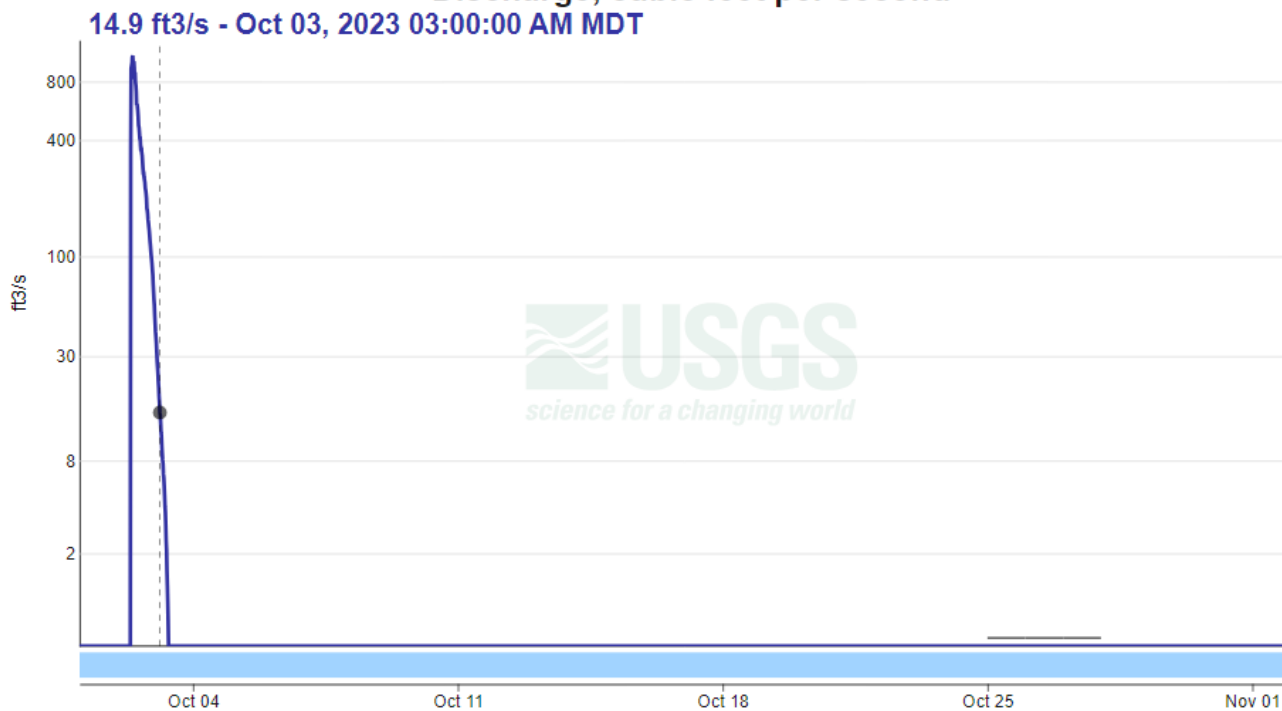


Tree removed from The Penasco

using custom time span

Rio Felix at Old Hwy Brd NR Hagerman, NM - 08394500

October 1, 2023 - November 1, 2023
Discharge, cubic feet per second



using graph zoom

Rio Hondo Blw Diamond a Dam NR Roswell, NM - 08390800

January 1, 2022 - November 8, 2023

Discharge, cubic feet per second

0.00 ft³/s - Oct 15, 2023 04:00:00 AM MDT



Climatological Report (Daily)

Issued by NWS

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CLIMATE REPORT
NATIONAL WEATHER SERVICE ALBUQUERQUE NM
125 AM MST MON NOV 06 2023

...THE ROSWELL NM CLIMATE SUMMARY FOR NOVEMBER 7 2023...

CLIMATE NORMAL PERIOD 1991 TO 2020
CLIMATE RECORD PERIOD 1893 TO 2023

WEATHER TERM	OBSERVED VALUE	TIME (LST)	RECORD YEAR VALUE	NORMAL VALUE	DEPARTURE FROM NORMAL
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TEMPERATURE (F)

YESTERDAY

MAXIMUM	89R	351 PM	85	1898 1254 T08H	69	20
MINIMUM	45	542 AM	76	T04H	48	-3
AVERAGE	67				64	3

PRECIPITATION (IN)

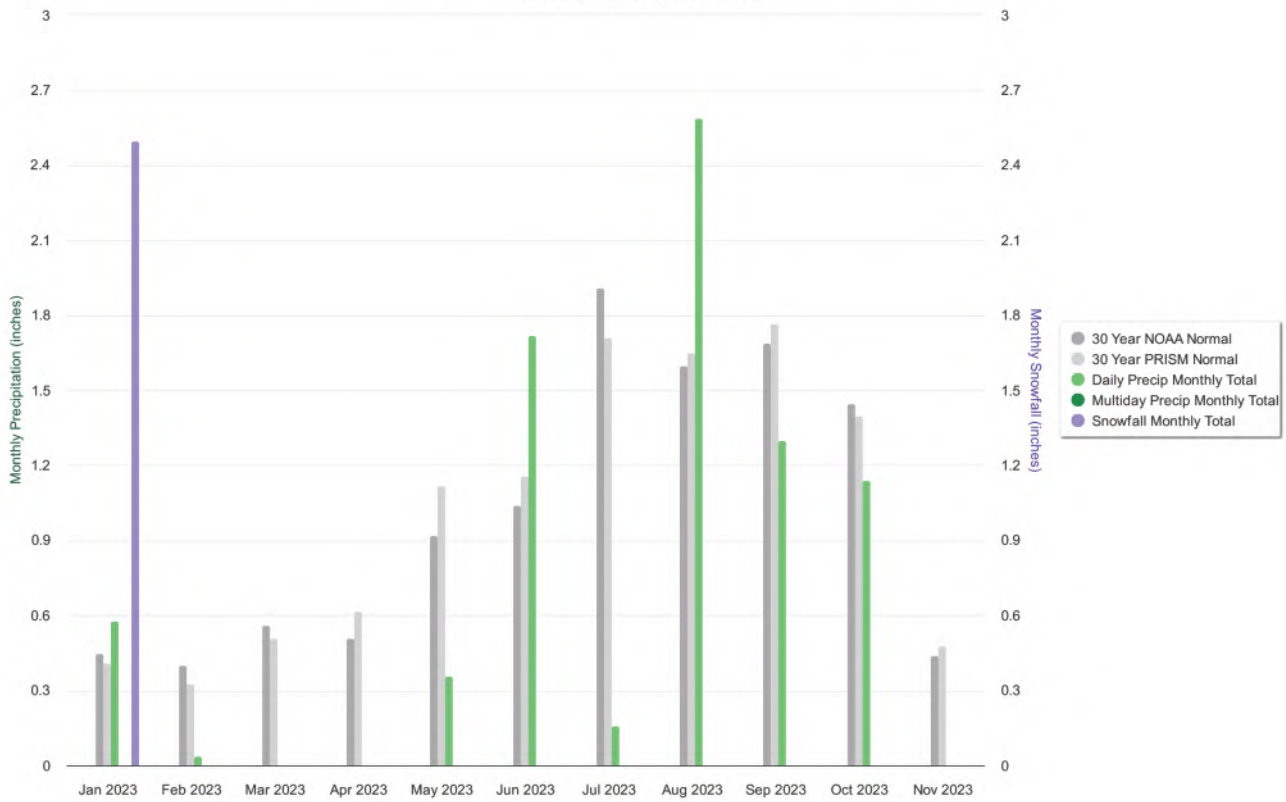
YESTERDAY	0.00		0.91	2888	0.01	-0.81
MONTH TO DATE	0.00				0.24	-0.24
SINCE SEP 1	2.11				3.02	-0.91
SINCE JAN 1	4.81				10.76	-5.95

WINDFALL (IN)

YESTERDAY	0.0		1.5	2988	0.1	-0.1
MONTH TO DATE	0.0				0.2	-0.2
SINCE SEP 1	T				0.6	-0.6
SINCE JUL 1	T				0.6	-0.6

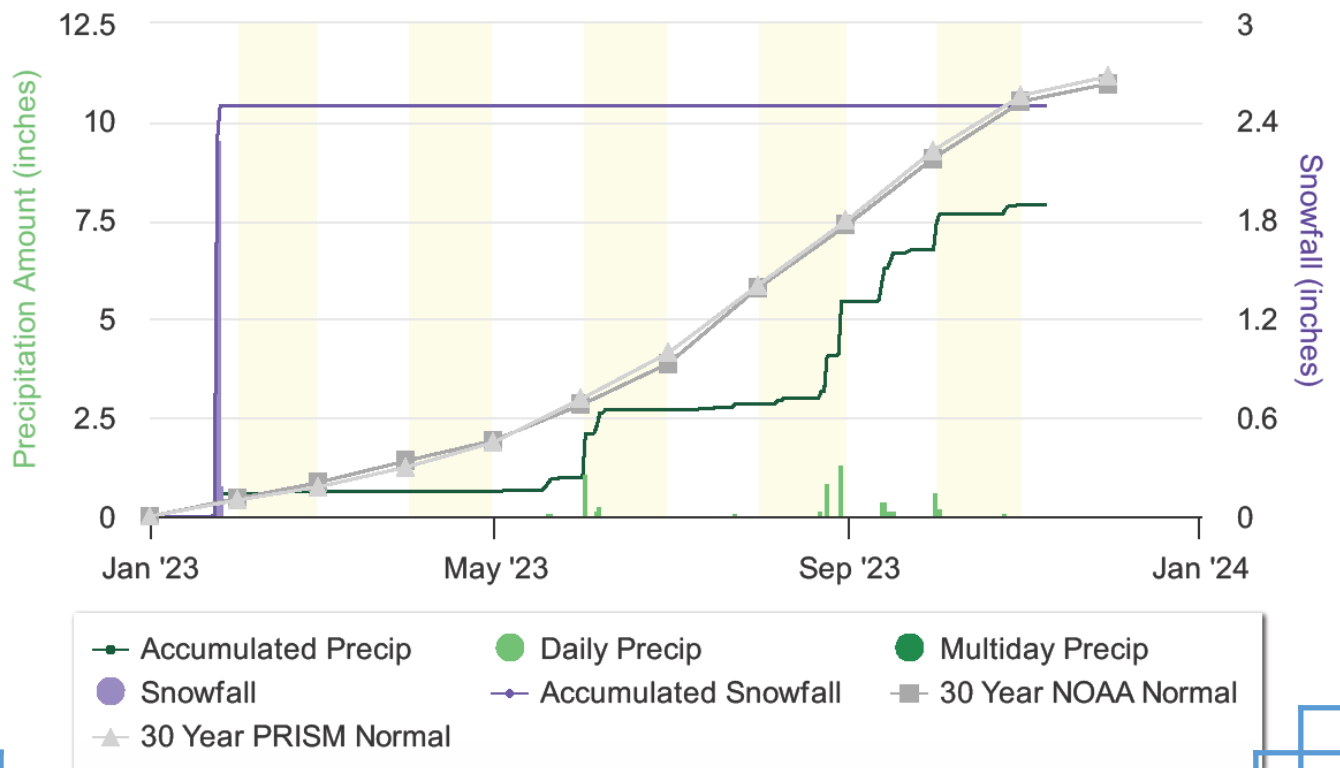
Monthly Precipitation from Jan 01, 2023 to Nov 08, 2023

Station: NM-CH-38: Roswell 6.0 NNW



Accumulated Precipitation Jan 01, 2023 to Nov 08, 2023

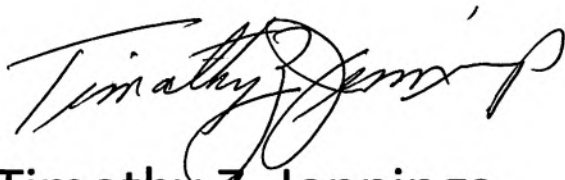
Station: NM-CH-38: Roswell 6.0 NNW



Letter From the Flood Commissioner

Fiscal information is not included because the annual report is reported on an annual basis and Chaves County operates on a fiscal basis.

Respectfully,

A handwritten signature in black ink, appearing to read "Timothy Z. Jennings". The signature is fluid and cursive, with a large initial "T" and "J".

Timothy Z. Jennings
Chaves County Flood Commissioner

Chaves County Flood Department Team

Office Hours 6:00 a.m.– 4:30p.m. Monday-Thursday

Office Numbers: 575.624.6650 and 575-624.6651

Tim Z. Jennings

Brian Houghtalin

Lety Madrid

Jim Bob Best

Jeremy Calkins

David Crider

Pat Farr

Luis Veloz

Danny Hutson

Randall Jones

Steve Sorensen

Ivan Sutherland

Eric Taylor

“Team is a group of many hands and one mind”

