

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

January 25, 2024 – 9:00 a.m.

**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

- **Election of Officers for 2024**

AGENDA ITEMS

A. PUBLIC HEARING

1. Case Z 2023-2 Per Sec. 8.3 of the Chaves County Subdivision Ordinance #51. Vacation of 20 ft. alley in a platted subdivision.
2. Appeal to Resolution R-23-054 Condemnation Resolution, Charles Noriega of 6217 Devonian St. Roswell NM 88201

B. AGREEMENTS AND RESOLUTIONS

3. Agreement A-24-001 Approve AIA Agreement to Mirador Enterprises, Inc. of El Paso, TX.
4. Agreement A-24-002 Approve AIA Agreement to Mirador Enterprises, Inc. of El Paso, TX.
5. Agreement A-24-003 Between Chaves County and Chaves County JOY Centers for Lease of Building located at 126 Willard Rd, Dexter, NM.
6. Resolution R-24-001 Deletion of Property and Proposed Disposition.
7. Resolution R-24-002 FY23/24 Changes to Personnel Charts.
8. Resolution R-24-003 Budget Agreement Resolution FY 2024
9. Resolution R-24-004 and R-24-005 Notice of Public Meeting for the Chaves County Planning and Zoning Commission and Chaves County Land Council.

C. OTHER BUSINESS

10. Ratification of Appointment of NM County Insurance Authority Voting Members.
11. Request for Out-of-State Travel
12. Ratification of Out-of-State Travel – Liberty Hill Texas.

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**
- **COMMISSIONER'S ANNUAL VISIT TO CHAVES COUNTY DETENTION CENTER**
- **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: January 25, 2024

**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:

- 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) N/A

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.

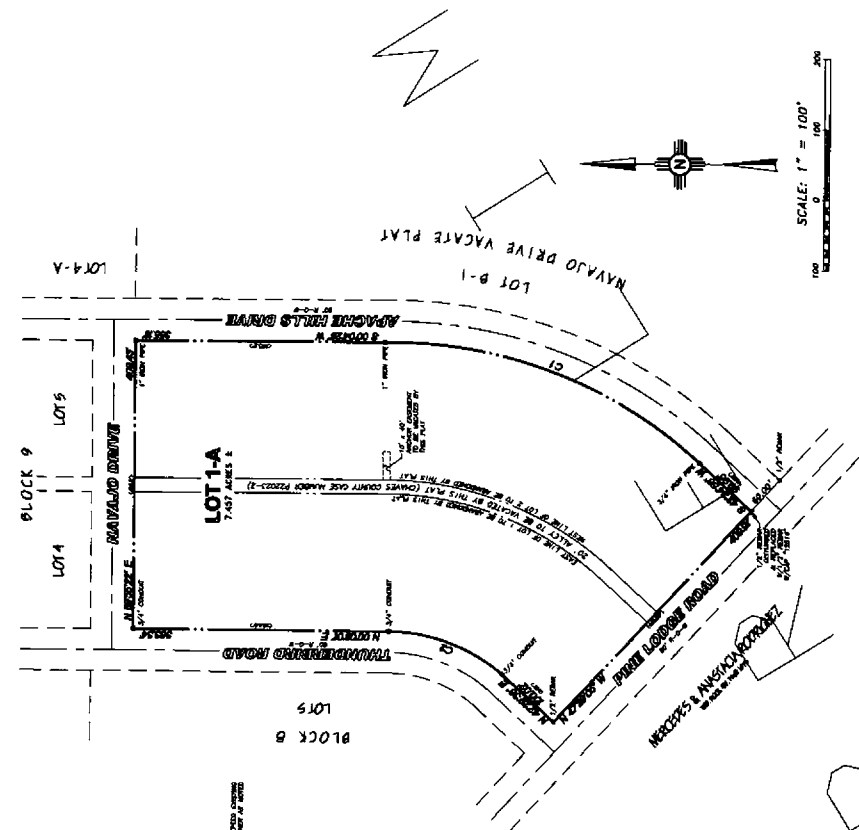
8.3.6 Utilities The rights of any utility existing before the total or partial vacation of any final plat are not affected by the vacation of a final plat. If a utility company agrees to vacate any easement, it must specifically so indicate on the statement of vacation or vacation plat. Also, if the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

APACHE HILLS NUMBER 2 VACATION AND REPLAT LOTS 1 & 2 IN BLOCK 11 OF APACHE HILLS SUBDIVISION NUMBER 2

NOTES:
 THE INSTRUMENT BEING RECORDED FOR THE SUBJECT PROPERTY (AT THE TIME THIS SURVEY WAS RECORDED AND THIS PLAT WAS CREATED) WAS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF CHAVES, NEW MEXICO, AS INSTRUMENT NUMBER 202303174.
 THE PURPOSE OF THIS SURVEY IS TO WIDEN THE ALLEY IN BLOCK 11 OF APACHE HILLS SUBDIVISION NUMBER 2, CHAVES COUNTY, NEW MEXICO, FROM NINE FEET TO TWENTY FEET AND TO RECONSTRUCT THE ALLEY TO BE NAMED "ALLEY" AND THE TWO LOTS ACCORDING TO THE ABOVE-REPRODUCED DOCUMENT.
 THE CHAVES COUNTY CASE NUMBER FOR THE ALLEY WIDENING IS P2023-2-2023.
 THE SUBJECT PROPERTY LIES WITHIN THE PLANNING AND ZONING JURISDICTION OF CHAVES COUNTY, NEW MEXICO.
 THE SUBJECT PROPERTY IS ZONED "R-3" (RESIDENTIAL DISTRICT) AS PER THE ZONING ORDINANCE, CHAVES COUNTY, NEW MEXICO, ADOPTED AND ENFORCED ON MARCH 28, 2022.
 THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X" (AREA DETERMINED TO BE A HIGH HAZARD AREA WITH A 1% ANNUAL FLOOD CHANCE) AS PER THE FLOOD HAZARD IDENTIFICATION MAP, CHAVES COUNTY, NEW MEXICO, ADOPTED AND ENFORCED ON MARCH 28, 2022.
 THE PLAT USED TO ESTABLISH THE BOUNDARY OF THE SUBJECT PROPERTY IS INSTRUMENT NUMBER 202303174, CHAVES COUNTY, NEW MEXICO, FILED IN THE PUBLIC RECORDS OF CHAVES COUNTY, NEW MEXICO, ON MAY 17, 1942 AND RECORDED IN BOOK 0 OF PLAT RECORDS, AT PAGE 14.
 RECORD INFORMATION (OWNER IN PARTNERSHIP) IS FROM THE ABOVE-REPRODUCED INSTRUMENT NUMBER 202303174.
 THE BOUNDARY OF BLOCK 11 AS SHOWN ON THIS PLAT IS THE BEST EVIDENCE OF THE BOUNDARY OF THE SUBJECT PROPERTY IN ACCORDANCE WITH THE SURVEY DATA GATHERED ON NOVEMBER 06, 2023.
 THE PARCEL NUMBER FOR THE SUBJECT PROPERTY IS 4-131-021-479-452.
 ALL ACCEPTED CORRECTIONS IN DETERMINING THE BOUNDARY OF THE SUBJECT PROPERTY WITH A 3/4 INCH SLANT STAMPED "S.S. 12518".



NUMBER	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD	DIRECTION	CHORD LENGTH
1	844.30'	42.535°	589.74'	570.58'	W	173.03'
2	844.30'	42.535°	589.74'	570.58'	E	173.03'
3	844.30'	42.535°	589.74'	570.58'	N	173.03'
4	844.30'	42.535°	589.74'	570.58'	S	173.03'

RAINS SURVEYING

TERRY O. RAINS, JR., LICENSED LAND SURVEYOR
 12518 W. ALLEY, SUITE 100, CHAVES COUNTY, NEW MEXICO
 P.O. BOX 1274, CHAVES COUNTY, NEW MEXICO
 NOVEMBER 30, 2023

GENERAL:
 I, TERRY O. RAINS, JR., LICENSED LAND SURVEYOR, COUNTY OF CHAVES, STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING APACHE HILLS NUMBER 2 VACATION AND REPLAT INSTRUMENT NUMBER 202303174 WAS MERELY EXAMINED AND APPROVED BY THE CHAVES COUNTY COMMISSION ON ITS OFFICIALLY DESIGNATED AGENDA.

STATE OF NEW MEXICO
 COUNTY OF CHAVES
 I, TERRY O. RAINS, JR., LICENSED LAND SURVEYOR, COUNTY OF CHAVES, STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING APACHE HILLS NUMBER 2 VACATION AND REPLAT INSTRUMENT NUMBER 202303174 WAS MERELY EXAMINED AND APPROVED BY THE CHAVES COUNTY COMMISSION ON ITS OFFICIALLY DESIGNATED AGENDA.

PERSONAL OF CHAVES COUNTY
 STATE OF NEW MEXICO
 COUNTY OF CHAVES
 I, TERRY O. RAINS, JR., LICENSED LAND SURVEYOR, COUNTY OF CHAVES, STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING APACHE HILLS NUMBER 2 VACATION AND REPLAT INSTRUMENT NUMBER 202303174 WAS MERELY EXAMINED AND APPROVED BY THE CHAVES COUNTY COMMISSION ON ITS OFFICIALLY DESIGNATED AGENDA.

TEST: _____ DATE _____
ATTEST: _____ DATE _____

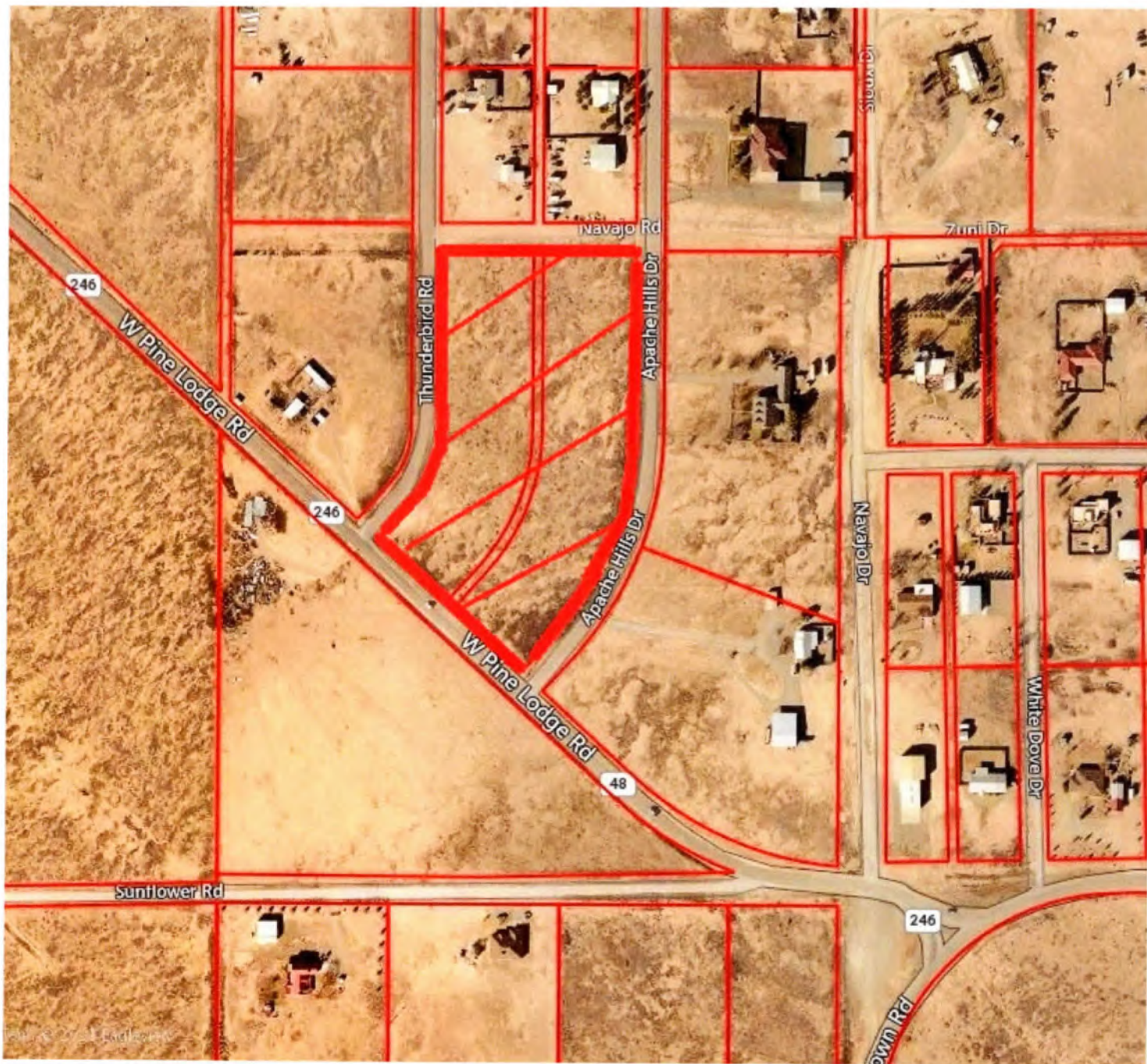
PERSONAL OF THE CHAVES COUNTY CLERK
 STATE OF NEW MEXICO
 COUNTY OF CHAVES
 I, TERRY O. RAINS, JR., LICENSED LAND SURVEYOR, COUNTY OF CHAVES, STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING APACHE HILLS NUMBER 2 VACATION AND REPLAT INSTRUMENT NUMBER 202303174 WAS MERELY EXAMINED AND APPROVED BY THE CHAVES COUNTY COMMISSION ON ITS OFFICIALLY DESIGNATED AGENDA.

CHAVES COUNTY CLERK _____ DATE _____
ATTEST: _____ DATE _____

FILED FOR RECORD IN THE CHAVES COUNTY CLERK'S OFFICE ON THIS DATE _____ DAY OF _____ 2023 AT _____ M.
 AND RECORDED IN PLAT BOOK _____ PAGE _____
 COUNTY CLERK _____ DEPUTY _____
 REC. _____ ACCEPT NUMBER _____



TERRY O. RAINS, JR.
 LICENSED LAND SURVEYOR
 12518 W. ALLEY, SUITE 100, CHAVES COUNTY, NEW MEXICO
 P.O. BOX 1274, CHAVES COUNTY, NEW MEXICO
 NOVEMBER 30, 2023



AGENDA ITEM: 2

MEETING DATE: January 25, 2024

Appeal to Resolution R-23-054
Condemnation Resolution

Charles Noriega of 6217 Devonian St.
Roswell NM 88201

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Planning and Zoning Department

ACTION REQUESTED: To consider Mr. Charles Noriega's appeal to condemn 6217 Devonian Street, Roswell NM per Resolution R-23-054

ITEM SUMMARY

Per Resolution R-23-054, Mr. Noriega has appealed the condemning on his property.

- The legal description of the property is Lot 11 of ABO Industrial Site Subdivision.
- This property is covered with auto wreckage, trash, litter and debris.
- This property has a number of manufactured homes and recreational vehicles on the property that seem to be occupied by transients.
- This property has been a nuisance and hazard to the surrounding community for many years.
- This property is zoned I-1 Industrial District however, Mr. Noriega does not possess a State Auto Recycler license nor a Dealer's license that would allow the wrecking or dismantling vehicles per NMStat 66-4-1.1. Without this license Mr. Noriega is not able to dispose of the vehicles legally.
- Per NM Stat 66-4-1.1, the legal process for disposing of vehicles requires the licensed auto recycler to confirm the VIN number, notify to legal owner or lien holder, and then dispose of the vehicles.
- In 2012, District Court Judge Charles C. Currier ordered that Mr. Charles Noriega was not to engage in the business of an auto recycler unless he is properly licensed to do so.

Staff and Legal Recommendation:

Tabling to the next Board meeting in February 2024.

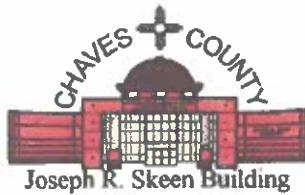
SUPPORT DOCUMENTS: Mr. Noriega's appeal letter, NM Stat 66-4-1, 1.1, 2, 4, & 9, Stipulated Order-District Case D-0504-CV-2004-784, Article I, Section 5.D.3 & 4. of Chaves County Zoning Ordinance No.7 and aerial photos of the site area.

SUMMARY BY: Louis Jaramillo

TITLE: Planning and Zoning Director

COUNTY CLERK

Cindy Fuller
PO Box 580
Roswell, NM 88202
575-624-6614
FAX 575-624-6523
cindy.fuller@chavescounty.gov



COMMISSIONERS

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

APPEAL

This form **MUST** be returned to the County Clerk's Office no later than:
January 10, 2024

NAME: Charles Noriega

PROPERTY ADDRESS: 6217 Devonian Street

RESOLUTION: R-23-054

REASON YOU ARE APPEALING THIS DECISION:

My property at 6217 Devonian St. consists of 3.112 acres. Due to the size of the lot and the amount of material contained within, it is impossible for me to clean
and remove everything the Board of Chaves County Commissioners is demanding. I agree that the property needs to be in compliance. What I am requesting is an extension of "time". As everyone is aware, money is a large factor in completing
this massive cleanup. Luckily I do have family & friends that are willing to help. This also has to take in the consideration their time & availibility. I have already cleaned out a considerable portion of debris from the recent fire, and continue to do so. I'm requesting the Commissioners to give me a 12 month extension to complete the necessary recomendations and bring the property into code. Thank You

Charles Noriega
 Signature Charles Noriega

01/07/2024
 Date

State of New Mexico
County of Chaves
FILED FOR RECORD

JAN 8 2024

Time: 2:15 pm
Cindy Fuller County Clerk
 Deputy Clerk

2021 New Mexico Statutes

Chapter 66 - Motor Vehicles

Article 4 - Licensing of Dealers and Wreckers

Section 66-4-1 - Dealers, wholesalers and distributors of vehicles and title service companies must be licensed; presumption of conducting business.

Universal Citation: [NM Stat § 66-4-1 \(2021\)](#)

A. A person, unless licensed to do so by the department, shall not carry on or conduct the active trade or business of:

(1) a dealer in motor vehicles of a type subject to registration pursuant to the Motor Vehicle Code, including:

(a) trailers, but not trailers sold as kits;

(b) recreational vehicles designed to be towed;

(c) motorcycles over fifty-five cubic centimeters; and

(d) off-highway motor vehicles pursuant to the Off-Highway Motor Vehicle Act [66-3-1001 to 66-3-1016 and 66-3-1017 to 66-3-1020 NMSA 1978];

(2) wholesaling of vehicles. Any person who sells or offers for sale vehicles of a type subject to registration in this state, to a vehicle dealer licensed pursuant to the Motor Vehicle Code or who is franchised by a manufacturer, distributor or vehicle dealer to sell or promote the sale of vehicles dealt in by such manufacturer, distributor or vehicle dealer shall be presumed to be conducting the business of wholesaling;

(3) distributing of vehicles. Any person who distributes or sells new or used motor vehicles to dealers and who is not a manufacturer shall be presumed to be conducting the business of distributing vehicles; or

(4) a title service company. Any person who for consideration prepares or submits applications for the registration of or title to vehicles shall be presumed to be engaging in the business of a title service company.

B. Application for a dealer, wholesaler, distributor or title service company license shall be made upon the form prescribed by the department and shall contain the name and address of the applicant and, when the applicant is a partnership, the name and address of each partner or, when the applicant is a corporation, the names of the principal officers of the corporation and the state in which incorporated and the place where the business is to be conducted and the nature of the business and such other

information as may be required by the department. Every application shall be verified by the oath or affirmation of the applicant, if an individual, or, in the event an applicant is a partnership or corporation, by a partner or officer of the partnership or corporation. Every application shall be accompanied by the fee required by law.

C. To ensure that a dealer, wholesaler, distributor or title service company complies with this section, the secretary may apply to a district court of this state to have a person operating without a license as required by this section or operating without the bond required by Section 66-4-7 NMSA 1978 enjoined from engaging in business until that person complies with the requirements of licensing as provided by this section and the bonding requirements of Section 66-4-7 NMSA 1978.

2011 New Mexico Statutes

Chapter 66: Motor Vehicles

Article 4: Licensing of Dealers and Wreckers,

Section 66-4-1.1: Auto recycler license; presumption of conducting business.

Universal Citation: [NM Stat § 66-4-1.1 \(1996 through 1st Sess 50th Legis\)](#)

66-4-1.1. Auto recycler license; presumption of conducting business.

A. A person desiring to engage in the business of wrecking or dismantling vehicles for the purpose of reselling parts or scrap material shall apply to the department for an auto recycler license. A person possessing three or more wrecked, dismantled or partially wrecked or dismantled vehicles who regularly sells or offers for sale used vehicle parts or vehicle scrap material within the period of one year shall be presumed to be conducting business as an auto recycler.

B. An auto recycler licensee shall not sell motor vehicles of a type subject to registration pursuant to the Motor Vehicle Code [66-1-1 NMSA 1978].

C. Application for an auto recycler license shall be made upon the form prescribed by the department and shall contain the name and address of the applicant and, when the applicant is a partnership, the name and address of each partner or, when the applicant is a corporation, the names of the principal officers of the corporation and the state in which incorporated and the place where the business is to be conducted and the nature of the business and such other information as may be required by the department. Every application shall be verified by the oath or affirmation of the applicant, if an individual, or, in the event an applicant is a partnership or corporation, by a partner or officer of the partnership or corporation. Every application shall be accompanied by the fee required by law.

D. To ensure that an auto recycler complies with this section, the secretary may apply to a district court of this state to have a person operating without a license as required by this section or operating without the bond required by Section 66-4-7 NMSA 1978 enjoined from engaging in business until that person complies with the requirements of licensing as provided by this section and the bonding requirements of Section 66-4-7 NMSA 1978.

2011 New Mexico Statutes

Chapter 66: Motor Vehicles

Article 4: Licensing of Dealers and Wreckers,

Section 66-4-2: Department to issue license.

Universal Citation: [NM Stat § 66-4-2 \(1996 through 1st Sess 50th Legis\)](#)

66-4-2. Department to issue license.

A. Except for recreational vehicles, the department, upon receiving application accompanied by the required fee and when satisfied that the applicant is of good character and complies with the laws of this state with reference to the registration of vehicles and certificates of title and the provisions of the Motor Vehicle Code [66-1-1 NMSA 1978], shall issue to the applicant a license that entitles the licensee to conduct the business of a dealer, auto recycler or title service company. The license may be renewed upon application and payment of the fee required by law. A licensee shall not lease, loan, transfer or sell its license to another person, and no person shall use the license of another person for any purpose.

B. A dealer or auto recycler licensee, before moving any of the licensee's places of business or opening any additional place of business, shall apply to the department for and obtain a supplemental license for which no fee shall be charged. No supplemental license shall be issued to a dealer, other than a dealer in motorcycles only, for an additional place of business unless the business already has an established place of business.

C. A person to whom the department has issued a license to conduct the business of a dealer in motorcycles only is also deemed a recycler of motorcycles without additional license.

2011 New Mexico Statutes

Chapter 66: Motor Vehicles

Article 4: Licensing of Dealers and Wreckers,

Section 66-4-5: Records of purchases, of sales and of vehicles dismantled.

Universal Citation: [NM Stat § 66-4-5 \(1996 through 1st Sess 50th Legis\)](#)

66-4-5. Records of purchases, of sales and of vehicles dismantled.

A. A dealer licensee shall maintain a record in a form prescribed by the department of every vehicle of a type subject to registration pursuant to the provisions of the Motor Vehicle Code [66-1-1 NMSA 1978] that is bought, sold or exchanged by the licensee or received by the licensee for sale or exchange.

B. An auto recycler licensee shall maintain a record in a form prescribed by the department of:

(1) every vehicle of a type subject to registration pursuant to the provisions of the Motor Vehicle Code that is bought, exchanged or received and dismantled or otherwise destroyed by the licensee; and

(2) every motor vehicle body, chassis or engine that is sold or otherwise disposed of by the licensee.

C. Every record required to be maintained pursuant to Subsection A or B of this section shall state the name and address of the person from whom the vehicle was purchased or acquired and the date of the purchase; the name and address of the person to whom the vehicle or the motor vehicle body, chassis or engine was sold or otherwise disposed of and the date of the sale or disposition; and a sufficient description of every vehicle or motor vehicle body, chassis or engine by name and identifying numbers sufficient to identify the vehicle or motor vehicle body, chassis or engine.

D. A title service company licensee shall maintain a record of:

(1) every temporary registration permit issued;

(2) every title and registration application accepted for processing; and

(3) any other information prescribed by the department.

E. Every record required to be maintained pursuant to the provisions of this section shall be retained for a period of three years from the end of the year in which the record was created and shall be open to inspection by any peace officer or officer of the department during reasonable business hours. If the licensee fails to maintain the records required or to permit their inspection during reasonable business hours, the license becomes invalid.

2011 New Mexico Statutes

Chapter 66: Motor Vehicles

Article 4: Licensing of Dealers and Wreckers,

Section 66-4-9: Penalty for destroying or dismantling in violation of the act.

Universal Citation: [NM Stat § 66-4-9 \(1996 through 1st Sess 50th Legis\)](#)

66-4-9. Penalty for destroying or dismantling in violation of the act.

A. Any person violating any provision of Sections 66-3-119 and 66-3-121, 66-3-123 through 66-3-125 and 66-4-1 through 66-4-9 NMSA 1978 is guilty of a misdemeanor and shall be punished by a fine of three hundred dollars (\$300) or by imprisonment for not less than thirty days, or both.

B. The penalty upon second conviction of such offense shall be that provided for a fourth degree felony.

STATE OF NEW MEXICO
COUNTY OF CHAVES
FIFTH JUDICIAL DISTRICT COURT

FILED IN MY OFFICE
DISTRICT COURT CLERK
12/20/2012 8:26:59 AM
KENNON CROWHURST

jb

SECRETARY, NEW MEXICO
TAXATION AND REVENUE DEPARTMENT,

Petitioner,

v.

No. D-0504-CV-2004-784

CHARLES NORIEGA, d/b/a
BUMPER TO BUMPER AUTO REPAIR,

Respondent.

**STIPULATED ORDER APPROVING FINAL ACCOUNTING,
DISMISSING RECEIVER, AND DISMISSING CASE**

THIS MATTER comes before the Court on the stipulation of the parties as signified by signatures hereto of their respective legal counsel of the facts set forth herein and their joint request for relief.

The parties stipulate to the following facts:

1. The receiver appointed by the Court to abate the public nuisance at 6217 Devonian Road in Chaves County has completed the process of abatement.
2. The receiver has kept records of income from sales of junked and abandoned motor vehicles and other materials on the Devonian Road property and expenses incurred in connection with his duties as receiver.
3. The receiver has prepared a final accounting of the receivership, and the parties agree the accounting fairly sets forth the income and expenses of

the receivership. The Final Accounting of the receivership is attached to this Order as "Exhibit A."

4. The United States Bankruptcy Court has issued an order that the proceeds of the receivership be transferred to the bankruptcy Trustee, Linda S. Bloom) for distribution to creditors of Charles E. Noriega in connection with the bankruptcy case filed by Charles Noriega. A copy of the turnover order is attached to this Order as "Exhibit B".

5. The parties are not aware of any reason the Court should not enter an order accepting the Final Accounting of the receiver, discharge the receiver, and dismiss this case, leaving in effect the Order of Injunction previously entered in this matter and are therefore in favor of the entry of an order reflecting this disposition.

THE COURT has considered the stipulations of the parties, the exhibits referenced in the stipulations, the record in this matter, and otherwise considered the matter fully and

THE COURT FINDS the stipulations of the parties fairly summarize the posture of this case and should be adopted, and the relief requested by the parties is appropriate based on the record.

IT IS HEREBY ORDERED as follows:

A. The Final Accounting of the Receiver, Paul Dickman, is accepted and approved.

B. The Receiver shall close out the account in which he is holding funds as set forth in his Final Accounting and shall remit all funds to: Linda S.

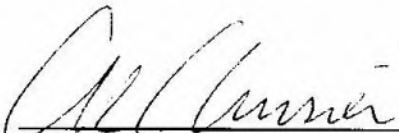
Bloom, P.A., Attorney for U.S. Trustee, P.O. Box 218, Albuquerque, NM 87103 and shall file a notice of compliance with this Court confirming this has been done.

C. After the Receiver submits to this Court the notice of compliance, he is discharged as a receiver in this matter.

D. Any previous order of this Court limiting Charles Noriega's access to his property at 6217 Devonian Road is dissolved.

E. Any previous order of this Court prohibiting Charles Noriega from engaging in the business of an auto recycler unless he is properly licensed to do so remains in full force and effect.

D. Upon the receipt by this Court of the Receiver's notice of compliance described in paragraph B, above, this matter will be dismissed.



CHARLES C. CURRIER
District Court Judge

Agreed:
NEW MEXICO TAXATION AND REVENUE DEPARTMENT

/s/ Lewis J. Terr (Electronically)

Lewis J. Terr
Its Attorney

Agreed:
CHARLES NORIEGA

Approved by email 12/1812

Santiago Juarez
His Attorney

ABATEMENT OF INVENTORY AT 6217 DEVONIAN RD.

INCOME: NOVEMBER 2, 2010 TO APRIL 20, 2012

INITIAL OPENING BANK DEPOSIT WAS \$10,000.00 LOANED TO THE RECEIVERSHIP BY R.E.M.CO., INC TO FUND INITIAL OPERATING EXPENSE

THE FIRST CRUSH OF VEHICLES WAS FEBRUARY 15, 2011: 248.86 TONS OF CRUSHED CARS WERE SHIPPED AT \$215.00 PER TON. TOTAL INCOME FROM THIS EVENT WAS \$53,504.90. IT INCLUDED 159 VEHICLES TOTAL.

THE SECOND CRUSH OF VEHICLES WAS JULY 27, 2011: 319.93 TONS OF CRUSHED CARS WERE SHIPPED AT \$190.00 PER TON. TOTAL INCOME FROM THIS EVENT WAS \$60,786.70. IT INCLUDED 201 VEHICLES TOTAL

THE THIRD CRUSH OF VEHICLES WAS SEPTEMBER 30, 2011: 165.99 TONS OF CRUSHED CARS WERE SHIPPED AT \$200.00 PER TON. TOTAL INCOME FROM THIS EVENT WAS \$33,198.00. IT INCLUDED 104 VEHICLES TOTAL

THE FOURTH CRUSH OF VEHICLES WAS DECEMBER 16, 2011: 172.81 TONS OF CARS AND AUTO SCRAP WERE CRUSHED AND SHIPPED AT \$210.00 PER TON. TOTAL INCOME FROM THIS EVENT WAS \$36,290.10. IT INCLUDED 98 VEHICLES.

THE FIFTH CRUSH OF VEHICLES WAS MARCH 14, 2012: 364.63 TONS OF CARS AND AUTO SCRAP WERE CRUSHED AND SHIPPED, ALONG WITH 25.06 TONS OF HEAVY CLASS TRUCKS AND BUSES. THE PRICE THIS CRUSH WAS \$210.00 PER TON. TOTAL INCOME FROM THIS EVENT WAS \$76,572.00. IT INCLUDED 254 CARS AND 6 HEAVY CLASS VEHICLES.

THE TOTAL INCOME FROM ALL SOURCES FOR THIS PROJECT IS: \$270,351.70



**EXPENSE: NOVEMBER 2, 2010 THRU NOVEMBER 28,
2012**

POSTMASTER: \$5,549.63

DEMAREES PORTABLE TOILET RENTAL: \$1,451.55

RUDY'S TOWING: FORKLIFT STORAGE; \$2,519.28

FEDEX: \$32.89

NEELY JAMES OFFICE SUPPLY: \$66.43

ASL AND CO.: TAX ADVICE FOR ABATEMENT TAX LIABILITY; \$53.56

R.E.M. CO, INC: \$124,242.05

1-LABOR FOR ADMINISTRATIVE STAFF AND RECEIVER SERVICES

2- OFFICE SUPPLIES

3- INTERNET COST OF VEHICLE TITLE SEARCH

4-NMVTIS UPLOADS

5-FORKLIFT RENTAL

6-FORKLIFT FUEL

7-TRACTOR RENTAL

8-TRACTOR FUEL

9-\$10,000.00 ADVANCED TO START RECEIVERSHIP

PAUL DICKMAN: \$49.68

ED'S RECYCLING CENTER, INC.: ENVIRO RACK SERVICES FOR REMOVAL OF
REGULATED WASTES AT THE DEVONIAN SITE: \$10,919.22

R.E.M.CO., INC INVOICE #882737, 9-16-12 \$1,593.56

R.E.M.CO., INC INVOICE #881440 FEDEX SHIPPING, REPORTS \$38.23

CASHIER'S CHECKS #1098125, #1098126, LIEN CLAIMANTS, \$1,600.00

R.E.M.CO., INC INVOICE #882763 MAIL AND RECEIVER FEES \$3,925.90

CASHIERS'S CHECK #1098111, LIEN CLAIMANT \$4,000.00

R.E.M.CO., INC INVOICE #882794 MAIL AND RECEIVER FEES \$1,756.13

*INCOME FROM ALL SOURCES: \$270,351.67

*THE TOTAL COST OF THIS PROJECT THROUGH 11-28-2012: \$157,797.78

*THE NET PROCEEDS AS OF 11-28-2012: \$112,553.89

**REVISED 12-11-2012

Paul M. Dickman Jr.



IT IS ORDERED

Date Entered on Docket: November 21, 2012

The Honorable Robert H Jacobvitz
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO

In re
CHARLES EDWARD NORIEGA,
Debtor.

No. 10-13981 j7

ORDER APPROVING
TRUSTEE'S MOTION FOR TURNOVER OF PROPERTY OF THE ESTATE
BY A CUSTODIAN

THIS MATTER came before the Court on the *Trustee's Motion for Turnover of Property of the Estate by a Custodian* filed herein on October 2, 2012 (Doc #53) ("the Motion"). The Court, having reviewed the Motion and the record of this proceeding and being otherwise sufficiently advised, FINDS:

(a) Debtor filed his voluntary petition under Chapter 7 on August 6, 2010; the final decree was entered on May 24, 2012; on motion of the case trustee, the case was re-opened on September 25, 2012 and Linda Bloom was re-appointed Chapter 7 Trustee herein.

(b) The case trustee's motion to re-open the case alleged that the trustee was recently informed of the pendency of injunction proceedings against the Debtor pursuant to Section 66-4-1 et seq of the Motor Vehicle Code alleging that Debtor was an unlicensed auto recycler; said proceeding being captioned *Secretary, New Mexico Taxation & Revenue Department, Petitioner, v. Charles Noriega d/b/a Bumper to Bumper Auto Repair*, No. D-0504-CV-2004-784 in the Fifth Judicial District, Chaves County,

NM.

(c) In said proceeding, a receiver, Paul Dickman, was appointed. Said receiver liquidated the subject crushed motor vehicles and other scrap from the 6217 Devonian Road, Roswell NM, site; said receiver received income from said liquidation of approximately \$270,352.00 and incurred expenses to date of \$143,308.40; that said receiver is presently in possession of approximately \$124,043.60 in net proceeds as a result of said liquidation.

(d). Pursuant to the order of the Fifth District Court Judge Currier in said proceeding, said receiver shall segregate \$25,000.00 of the receivership estate to satisfy potential claims of lienholders of record with unexpired liens with respect to any vehicles crushed and disposed of by the receiver and to cover ongoing expenses of the receivership; with the exception of the \$25,000.00 segregated as so ordered, the receiver shall continue to keep the remainder of the net proceeds of the receivership, in the approximate amount of \$100,000.00, in a segregated account and shall not disburse any funds therefrom without an order of the Fifth Judicial District Court.

(e) The remainder of said net proceeds in the approximate amount of \$100,000.00 and any additional funds in the possession of the Receiver after the Receiver satisfies the above-referenced lienholder claims, are property of the bankruptcy estate pursuant to 11 USC Section 541.

(f) The existence of said property of the estate was not disclosed by the Debtor or any other party prior to the closing of this bankruptcy case.

(g) This case was re-opened so as to enable the Chapter 7 trustee to recover said funds for the benefit of creditors.

(h) Said property of the estate is not exempt.

(i) The state court receiver, Paul Dickman, should be ordered to turn over to the Chapter 7 Trustee the remainder of the aforesaid net proceeds in the approximate amount of \$100,000.00 plus any additional funds in the Receiver's possession after the Receiver satisfies the above-referenced lienholder

claims.

(j) Notice of the Motion was mailed on October 2, 2012 (Doc #54) to all parties in interest herein, Debtor, Debtor's counsel and all parties listed on the Court's mailing list; the deadline for filing objections to said Motion was October 26, 2012, including 3 days for mailing; no objections were filed. A copy of the Motion and the notice thereof was mailed by first class mail, postage prepaid, on October 12, 2012, to the state court receiver, Paul Dickman. The state court receiver filed no objection to the Motion.

IT IS THEREFORE ORDERED:

That the state court receiver, Paul Dickman, turnover to the Chapter 7 Trustee the remainder of the net proceeds of the receiver's liquidation of Debtor's assets in the approximate amount of \$100,000.00 plus any additional funds in the Receiver's possession after the Receiver satisfies the above-referenced lienholder claims.

##END OF ORDER##

s/submitted electronically
LINDA S. BLOOM P. A.
By Linda S. Bloom
Attorney for Trustee
PO Box 218
Albuquerque NM 87103
(505) 764-9600

Copy of this Order to:

Office of US Trustee
PO Box 608
Albuquerque NM 87103

Lewis Terr
NM Taxation & Revenue Dept
Legal Services Bureau
PO Box 630
Santa Fe NM 87504
lewis.terr@state.nm.us

505-827-0733

Santiago Juarez
Attorney for Debtor
PO Box 1960
Santa Cruz NM 87567
(505) 246-8499
santiagojuarezlaw@gmail.com

Charles Edward Noriega
1801 N. Union Ave
Roswell NM 88201

Paula A. Beverage
Creditor
105 N. Missouri Ave
Roswell NM 88203

Paul Dickman
State Court Receiver
PO Box 5610
Roswell NM 88202

Section 5 ADMINISTRATION

A. Determination The provisions of the Chaves County, New Mexico Zoning Ordinance shall be determined by the Chaves County Planning and Zoning Commission and recommended for adoption by the Chaves County Board of Commissioners.

B. Planning and Zoning Commission

Per State Statute 4-57-1 and 3-21-7.B NMSA, the Chaves County Board of Commissioners shall establish a Planning Commission. The Planning Commission shall act as the Zoning Commission and shall be known as the Chaves County Planning and Zoning Commission.

1. The Chaves County Planning and Zoning Commission shall provide a recommendation to the Chaves County Board of Commissioners on applications for zone changes, variances, special use permits, amendments, supplement and all other planning and zoning matters as required by the Board.
2. The Chaves County Planning and Zoning Commission shall consist of five residents of Chaves County. Chaves County Planning and Zoning Commissioners shall be appointed by the Board Chaves County Commissioners for a term of six (6) years. Three Chaves County Planning and Zoning Commissioners shall begin their term in January following even-numbered years and two Chaves County Planning and Zoning Commissioners shall begin their term in January following odd-numbered years.
3. Chaves County Planning and Zoning Commissioners shall be appointed by a majority vote of all the members of the Chaves County Board of Commissioners. A Chaves County Planning and Zoning Commissioner may be removed at any time during their term of office by a majority vote of all the members of the Chaves County Board of Commissioners. Removal and/or appointments of Chaves County Planning and Zoning Commissioners shall be made by the Chaves County Board of Commissioners at a public meeting.
4. Chaves County Planning and Zoning Commissioners shall endeavor to attend all regular and special meetings. The Secretary of the Chaves County Planning and Zoning Commission shall provide the Chaves County Board of Commissioners with a yearly attendance report of all Chaves County Planning and Zoning Commissioners.
5. The Chaves County Planning and Zoning Commission shall elect a Chairperson, Vice Chairperson, and Secretary from its membership by a simple majority at the first regular meeting of the year.
6. The Chaves County Planning and Zoning Commission shall establish a monthly meeting date, time and place, by Resolution, at the first regular meeting of the year.

C. Official Zoning Map

1. The official Chaves County Zoning Maps, together with all explanatory matter thereon, are hereby adopted by reference and declared to be an official record and a part of these Zoning Regulations.
2. Said maps shall be identified as such by the signature of the Chairman of the Chaves County Board of Commissioners and attested by the County Clerk.
3. Whenever amendments or changes are made in zoning district boundaries, such amendments or changes shall be made promptly on the official Zoning Maps.

4. Regardless of the existence of purported copies of the official zoning maps, which may from time to time be made or published, the official zoning maps shall be that set located in the office of the County Clerk of Chaves County, New Mexico.
5. In the event that the official zoning maps become damaged, destroyed, lost or difficult to interpret because of the nature or number of changes and amendments thereto, the Chaves County Board of Commissioners may, by resolution, adopt new official zoning maps which shall supersede the prior official zoning maps. The new official zoning maps may correct drafting or other errors or omissions in the prior official zoning maps, but no such corrections shall have the effect of amending the original Zoning Regulations or any subsequent amendments thereof.

D. Enforcement – Authority

If any building or structure is erected, constructed, reconstructed, altered, converted, or maintained; or any building, structure, or land is used in violation of this Ordinance, the Zoning Authority may institute any appropriate action or proceedings to:

1. Prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or use;
2. Restrain, correct, or abate the violation;
3. Prevent the occupancy of such building, structure, or land; or
4. Prevent any illegal act, conduct, business, or use in or about such premises.

E. Enforcement – Jurisdiction

This Ordinance may be enforced by prosecution for violations in any court of competent jurisdiction of Chaves County.

F. Enforcement – Penalties

Any person(s), trust, company, firm or corporation violating any of the provisions of this Ordinance, after ten (10) days written notice of violation mailed to the last known address of the property owner, shall be punished by a fine not exceeding three hundred dollars (\$300) or imprisonment in the county jail not to exceed ninety (90) days or both such fine and imprisonment. [Each day's violation shall be a separate offense.]

G. Enforcement – Officers

It is the duty of the District Attorney, the Chaves County Sheriff's Department, the Chaves County Planning and Zoning Director and Code Enforcement Officer to:

1. Enforce the provisions of this Ordinance;
2. Diligently file a complaint or information alleging a violation if circumstances would indicate that action to a reasonably prudent person; and
3. Cooperate with the District Attorney or other prosecutors in all reasonable ways.

Devonian Road



2012 AERIAL PHOTO



Devonian Road



2018 AERIAL PHOTO





Devonian Road

2021 AERIAL PHOTO

Devonian St



N

2023 AERIAL PHOTO

Item # 3

Approve AIA Agreement A-24-001 to
Mirador Enterprises, Inc of El Paso, TX

Meeting Date: 01/25/2024

STAFF SUMMARY

REQUESTED BY: Analicia Nieto, CPO
Purchasing Director

ACTION REQUIRED: Approve AIA Agreement A-24-001

SUMMARY: The award recommendation for ITB-24-2 PVRCC Reno (Rebid) was approved at the December 2023 Commission meeting, awarding Mirador Enterprises, Inc as the contractor for the project. Agreement A-24-001 is the AIA Agreement for this project. Legal has reviewed. Staff recommends approval.

SUPPORT DOCUMENTS: AIA Agreement – A-24-001

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 25th day of January in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Chaves County
#1 St. Mary's Place
Roswell, NM 88201

and the Contractor:
(Name, legal status, address and other information)

Mirador Enterprises Inc.
8201 Lockheed Dr. Ste. 110
El Paso, TX, 79925
915-546-4111

for the following Project:
(Name, location and detailed description)

Pecos Valley Regional Communications Center Renovation
#1 St. Mary's Place, Roswell, NM 88201
Chaves County is looking to relocate the existing Pecos Valley Regional Communications Center within the Administrative Building. The project is to provide a larger area with improvements to security, redundancy and abilities to perform needed functions. Pecos Valley Regional Communications Center (PVRCC) serves as the county's Public Safety Answering Point (PSAP) for greater Chaves County. PVRCC's public safety telecommunicators are on duty in the center 24 hours a day, 7 days a week. The call takers are responsible for receiving and processing 9-1-1 calls from 9 emergency lines and assisting the public and responders by answering 4 administrative lines. The call volume for the month of September 2022 was 13,329. After hours, the center is the sole source of administrative information for the City of Roswell and the Chaves County Sheriff's department. PVRCC is responsible for custodianship of the physical warrants for the court system of Chaves County. They serve also as the primary resource point for the local and national crime databases. In December of 2019 there were over 4,500 active warrants on file.

The Architect:
(Name, legal status, address and other information)

Desert Peak Architects PC
311 N. Main St.
Las Cruces, NM 88001

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT**
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 3 CONTRACT SUM**
- 4 PAYMENT**
- 5 DISPUTE RESOLUTION**
- 6 ENUMERATION OF CONTRACT DOCUMENTS**
- 7 GENERAL PROVISIONS**
- 8 OWNER**
- 9 CONTRACTOR**
- 10 ARCHITECT**
- 11 SUBCONTRACTORS**
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 13 CHANGES IN THE WORK**
- 14 TIME**
- 15 PAYMENTS AND COMPLETION**
- 16 PROTECTION OF PERSONS AND PROPERTY**
- 17 INSURANCE AND BONDS**
- 18 CORRECTION OF WORK**
- 19 MISCELLANEOUS PROVISIONS**
- 20 TERMINATION OF THE CONTRACT**
- 21 CLAIMS AND DISPUTES**

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

The date of this Agreement.

Int.

- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

- Not later than eighteen (18) months from the date of commencement of the Work.
- By the following date:

(Table deleted)

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor’s Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be Two Million, Three Hundred and Ninety Nine Thousand, Nine Hundred and Thirty Dollars and Ninety Four Cents (\$ 2,399,930.94), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

(Paragraphs deleted) Additive Alternate #1; Additive Alternate #2; Additive Alternate #3; Additive Alternate #4
(Paragraphs deleted)

(Table deleted)
(Paragraphs deleted)

§ 3.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

One-Thousand Dollars (\$1,000.00) per each calendar day that the work remains uncompleted after the expiration of the period of working days specified.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Fifteenth day of the Following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

(Paragraphs deleted) Five Percent (5%)

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- [X] Arbitration pursuant to Section 21.6 of this Agreement
- [] Litigation in a court of competent jurisdiction
- [] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

(Paragraphs deleted)

(Table deleted)

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Project Manual – Pecos Valley Regional Communications Center Renovation (Dated July 06, 2023)

Section	Title
011000	Summary
011710	Site Cleaning
012300	Alternates
012600	Contract Modification Procedures
012900	Payment Procedures
013100	Project Management Coordination
013200	Construction Progress Documentation
013300	Submittal Procedures
014000	Quality Requirements
015000	Temporary Facilities and Controls
016000	Product Requirements
017300	Execution Requirements
017419	Construction Waste Management and Disposal
017700	Closeout Procedures
017823	Operation and Maintenance Data
017836	Warranties
017839	Project Record Documents
017900	Demonstration and Training
024119	Selective Demolition
031000	Concrete Forming Accessories
032000	Concrete Reinforcing
033000	Cast-in-Place Concrete
042000	Reinforced Masonry
042200	Concrete Unit Masonry
051200	Structural Steel Framing
053100	Steel Decking
055000	Metal Fabrications
061053	Miscellaneous Rough Carpentry
064116	Plastic-Laminate Faced Architectural Wood Cabinets
072100	Thermal Insulation
072726	Air and Moisture Barriers
075423	Thermoplastic Polyolefin (TPO) Roofing
076200	Sheet Metal Flashing and Trim
079200	Sealants and Caulking
081113	Hollow Metal Doors and Frames
081416	Flush Wood Doors
084116	Aluminum Framed Entrances and Storefronts

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User Notes:

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085659	Service and Teller Window Unit
087100	Finish Hardware
092216	Non-Structural Metal Framing
092400	Portland Cement Plaster
092900	Gypsum Board
095123	Acoustical Tile Ceiling
096500	Solid Vinyl Floor Tile
096513	Resilient Base and Accessories
096813	Tile Carpeting
098433	Fixed Sound-Absorptive Panels
099113	Exterior Painting
099123	Interior Painting
101423	Panel Signage
104413	Fire Extinguisher Cabinets
104416	Fire Extinguishers
122413	Roller Window Shades
123661	Quartz Agglomerate Countertops
149200	Pneumatic Tube System
212200	Clean Agent Fire Protection
220000	Plumbing Index
220500	General Plumbing Requirements
220513	Common Motor Requirements for Plumbing Equipment
220523	Valves
220700	Piping Insulation
221000	Pipe and Pipe Fittings
221113	Domestic Water Piping
221123	Natural Gas Piping Systems
221313	Soil and Waste Piping Systems
224200	Plumbing Fixtures
230000	Heating, Ventilating, and Air Conditioning Index
230100	Demonstration and Training
230500	General Heating, Ventilating, and Air Conditioning Requirements
230593	Balance of Mechanical Systems
230713	Duct Insulation
232113	Hydronic Piping Systems
233000	Air Distribution
238147	Water Source Heat Pump Piping Systems
250000	Integrated Automation Index
250500	General Integrated Automation Requirements
251000	Direct Digital Control (DDC) Software and Components
253000	Controls and Instrumentation
260000	Electrical Index
260500	General Electrical Provisions
260519	Low Voltage Conductors
260526	Grounding
260533	Raceways, Boxes and Fittings
260536	Cable Trays
260553	Identification for Electrical Systems
262200	Low Voltage Transformers
262416	Panelboards
262716	Cabinets
262726	Wiring Devices and Plates
262800	Motor and Circuit Disconnects
263200	Emergency Generator System
265119	LED Interior Lighting
271523	Fiber Optic Cable
270000	Communications Index

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User Notes:

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270528	Pathways for Communications Systems
280000	Electronic Safety and Security Index
283000	Fire Alarm Systems
311100	Clearing and Grubbing
312200	Earthwork
312313	Subgrade
312316	Excavation and Backfilling
312333	Trenching, Backfilling and Compaction
321123	Crushed Aggregate Base Course
321216	Paving, Gravel Surfacing and Resurfacing
321600	Concrete Curb and Gutter and Sidewalks
321713	Parking Bumpers
321723	Pavement Markings and Signage
330120	Utility Obstructions

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Pecos Valley Regional Communications Center Renovation Construction Documents

Number	Title	Date
G001	Cover Sheet	07/06/2023
G002	Code Review Data	07/06/2023
G005	Accessible Mounting Heights	07/06/2023
C100	General Notes	03/02/2023
C201	Demolition Plan	03/02/2023
C300	Grading Plan	03/02/2023
C400	Utility Plan	03/02/2023
C600	Project Details	03/02/2023
C700	Signage and Striping Plan	03/02/2023
C900	Erosion Control Plan – Pre-Construction	03/02/2023
C901	Erosion Control Plan – During Construction	03/02/2023
DS-1	Drainage Sheet	03/02/2023
S001	General Structural Notes and Structural Bracing Plan	07/06/2023
LA101	Landscaping and Irrigation Plan	07/06/2023
D100	Demolition Plan	07/06/2023
A100	Architectural Site Plan	07/06/2023
A101	Overall Floor Plan	07/06/2023
A102	Enlarged Floor Plan and Site Plan	07/06/2023
A111	First Floor Dimensioned Plan & Wall Partition Types	07/06/2023
A121	First Floor Reflected Ceiling Plan	07/06/2023
A131	Roof Plan	07/06/2023
A201	Exterior Elevations	07/06/2023
A301	Building Sections and Wall Sections	07/06/2023
A401	Enlarged Floor Plans & Interior Elevations	07/06/2023
A510	Details	07/06/2023
A520	Interior Details	07/06/2023
A602	Door and Window Schedule	07/06/2023
A651	Interior Finish Plans	07/06/2023
M101	Mechanical HVAC Floor Plan	06/30/2023
M101A	Mechanical HVAC Floor Plan (Alt)	06/30/2023
MP501	Mechanical Details	06/30/2023
MP601	Mechanical and Plumbing General Notes, Schedules and Legends	06/30/2023
P101	Plumbing Floor Plan, Riser Diagram & Clean Agent Control Schematic	06/30/2023
E001	Electrical General Notes, Legend & Fixture Schedule	06/30/2023
E101	Lighting New Work Plan	06/30/2023
E201	Power New Work Plan	06/30/2023

E301	Mechanical Equipment Connection New Work Plan	06/30/2023
E401	Fire Alarm New Work Plan	06/30/2023
E600	Riser Diagram	06/30/2023
E601	Panel Schedules	06/30/2023
ED101	Demolition Lighting and Power Plan	06/30/2023
ES101	Electrical Site Plan	06/30/2023
TS01	Cover	02/09/2023
TS100	Special Systems Legend and Key Plan	02/09/2023
TS101	Special Systems Site Plan	02/09/2023
TS102	Special Systems Plan and Reflected Ceiling Plan	02/09/2023
TS201	Special Systems Diagrams and Details	02/09/2023
TS301	Surveillance Details	02/09/2023
TS401	Special Systems Details	02/09/2023
TS402	Special Systems Details and Backbone Riser Diagram	02/09/2023
TS403	Special Systems Equipment Layouts	02/09/2023
TS404	Rack Elevation Layout	02/09/2023

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
Bid Addendum #1	09/17/2023	1-5
Bid Addendum #2	09/19/2023	1
Bid Addendum #3	09/27/2023	1-2
Bid Addendum #4	10/09/2023	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 Other Exhibits:
(Check all boxes that apply.)

Exhibit A, Determination of the Cost of the Work.
(Paragraphs deleted)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

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§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraphs deleted)

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with

(Paragraphs deleted)

the protocols governing the transmission of information or documentation in digital form as agreed upon by all parties.

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all

times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

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ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

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§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to

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the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

- § 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from
- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
 - .2 failure of the Work to comply with the requirements of the Contract Documents;
 - .3 terms of special warranties required by the Contract Documents; or
 - .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

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ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One-Million (\$ 1,000,000.00) each occurrence, Two-Million (\$ 2,000,000.00) general aggregate, and One-Million (\$ 1,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One-Million (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than One-Million (\$ 1,000,000.00) each accident, One-Million (\$ 1,000,000.00) each employee, and One-Million (\$ 1,000,000.00) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One-Million (\$ 1,000,000.00) per claim and Two-Million (\$ 2,000,000.00) in the aggregate.

(Paragraphs deleted)

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

(Table deleted)

(Paragraphs deleted)

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

(Table deleted)

(Paragraphs deleted)

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Alex Palomino
Public Services Director
alex.palomino@chavescounty.gov

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

Yolanda Diaz

Init.

President
915-546-4111

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Int.

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Additions and Deletions Report for AIA® Document A104® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 25th day of January in the year 2024

...

Chaves County
#1 St. Mary's Place
Roswell, NM 88201

...

Mirador Enterprises Inc.
8201 Lockheed Dr. Ste. 110
El Paso, TX, 79925
915-546-4111

...

Pecos Valley Regional Communications Center Renovation
#1 St. Mary's Place, Roswell, NM 88201
Chaves County is looking to relocate the existing Pecos Valley Regional Communications Center within the Administrative Building. The project is to provide a larger area with improvements to security, redundancy and abilities to perform needed functions. Pecos Valley Regional Communications Center (PVRCC) serves as the county's Public Safety Answering Point (PSAP) for greater Chaves County. PVRCC's public safety telecommunicators are on duty in the center 24 hours a day, 7 days a week. The call takers are responsible for receiving and processing 9-1-1 calls from 9 emergency lines and assisting the public and responders by answering 4 administrative lines. The call volume for the month of September 2022 was 13,329. After hours, the center is the sole source of administrative information for the City of Roswell and the Chaves County Sheriff's department. PVRCC is responsible for custodianship of the physical warrants for the court system of Chaves County. They serve also as the primary resource point for the local and national crime databases. In December of 2019 there were over 4,500 active warrants on file.

...

Desert Peak Architects PC
311 N. Main St.
Las Cruces, NM 88001
PAGE 3

A date set forth in a notice to proceed issued by the Owner.

...

Not later than ~~()~~ calendar days eighteen (18) months from the date of commencement of the Work.

By the following date:

~~§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:~~

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

...

Stipulated Sum, in accordance with Section 3.2 below

...

§ 3.2 The Stipulated Sum shall be Two Million, Three Hundred and Ninety Nine Thousand, Nine Hundred and Thirty Dollars and Ninety Four Cents (\$ 2,399,930.94), subject to additions and deductions as provided in the Contract Documents.

...

~~§ 3.2.2 Unit prices, if any:~~

~~(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ 3.2.3 Allowances, if any, included in the stipulated sum:~~

~~(Identify each allowance.)~~

Item	Price
------	-------

~~§ 3.3 Cost of the Work Plus Contractor's Fee~~

~~§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.~~

~~§ 3.3.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)~~

Additive Alternate #1; Additive Alternate #2; Additive Alternate #3; Additive Alternate #4

~~§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price~~

~~§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.~~

~~§ 3.4.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)~~

~~§ 3.4.3 Guaranteed Maximum Price~~

~~§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed—(\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. (Insert specific provisions if the Contractor is to participate in any savings.)~~

~~§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:~~

~~(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)~~

~~§ 3.4.3.3 Unit Prices, if any:~~

~~(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:~~

~~(Identify each allowance.)~~

Item	Price
------	-------

~~§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:~~

~~§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.~~

~~§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.~~

PAGE 4

One-Thousand Dollars (\$1,000.00) per each calendar day that the work remains uncompleted after the expiration of the period of working days specified.

...

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month.

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Fifteenth day of the Following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.

...

~~§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.) Five Percent (5%)~~

~~—%~~

...

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~
Payment.

...

Arbitration pursuant to Section 21.6 of this Agreement

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~~§ 6.1.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203 2013 incorporated into this Agreement.)~~

~~§ 6.1.3 The Supplementary and other Conditions of the Contract:~~

Document	Title	Date	Pages
----------	-------	------	-------

...

Project Manual – Pecos Valley Regional Communications Center Renovation (Dated July 06, 2023)

Section	Title	Date	Pages
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<u>Section</u>	<u>Title</u>
<u>011000</u>	<u>Summary</u>
<u>011710</u>	<u>Site Cleaning</u>
<u>012300</u>	<u>Alternates</u>
<u>012600</u>	<u>Contract Modification Procedures</u>
<u>012900</u>	<u>Payment Procedures</u>
<u>013100</u>	<u>Project Management Coordination</u>
<u>013200</u>	<u>Construction Progress Documentation</u>
<u>013300</u>	<u>Submittal Procedures</u>
<u>014000</u>	<u>Quality Requirements</u>
<u>015000</u>	<u>Temporary Facilities and Controls</u>

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User Notes:

(829383760)

<u>016000</u>	<u>Product Requirements</u>
<u>017300</u>	<u>Execution Requirements</u>
<u>017419</u>	<u>Construction Waste Management and Disposal</u>
<u>017700</u>	<u>Closeout Procedures</u>
<u>017823</u>	<u>Operation and Maintenance Data</u>
<u>017836</u>	<u>Warranties</u>
<u>017839</u>	<u>Project Record Documents</u>
<u>017900</u>	<u>Demonstration and Training</u>
<u>024119</u>	<u>Selective Demolition</u>
<u>031000</u>	<u>Concrete Forming Accessories</u>
<u>032000</u>	<u>Concrete Reinforcing</u>
<u>033000</u>	<u>Cast-in-Place Concrete</u>
<u>042000</u>	<u>Reinforced Masonry</u>
<u>042200</u>	<u>Concrete Unit Masonry</u>
<u>051200</u>	<u>Structural Steel Framing</u>
<u>053100</u>	<u>Steel Decking</u>
<u>055000</u>	<u>Metal Fabrications</u>
<u>061053</u>	<u>Miscellaneous Rough Carpentry</u>
<u>064116</u>	<u>Plastic-Laminate Faced Architectural Wood Cabinets</u>
<u>072100</u>	<u>Thermal Insulation</u>
<u>072726</u>	<u>Air and Moisture Barriers</u>
<u>075423</u>	<u>Thermoplastic Polyolefin (TPO) Roofing</u>
<u>076200</u>	<u>Sheet Metal Flashing and Trim</u>
<u>079200</u>	<u>Sealants and Caulking</u>
<u>081113</u>	<u>Hollow Metal Doors and Frames</u>
<u>081416</u>	<u>Flush Wood Doors</u>
<u>084116</u>	<u>Aluminum Framed Entrances and Storefronts</u>
<u>085659</u>	<u>Service and Teller Window Unit</u>
<u>087100</u>	<u>Finish Hardware</u>
<u>092216</u>	<u>Non-Structural Metal Framing</u>
<u>092400</u>	<u>Portland Cement Plaster</u>
<u>092900</u>	<u>Gypsum Board</u>
<u>095123</u>	<u>Acoustical Tile Ceiling</u>
<u>096500</u>	<u>Solid Vinyl Floor Tile</u>
<u>096513</u>	<u>Resilient Base and Accessories</u>
<u>096813</u>	<u>Tile Carpeting</u>
<u>098433</u>	<u>Fixed Sound-Absorptive Panels</u>
<u>099113</u>	<u>Exterior Painting</u>
<u>099123</u>	<u>Interior Painting</u>
<u>101423</u>	<u>Panel Signage</u>
<u>104413</u>	<u>Fire Extinguisher Cabinets</u>
<u>104416</u>	<u>Fire Extinguishers</u>
<u>122413</u>	<u>Roller Window Shades</u>
<u>123661</u>	<u>Quartz Agglomerate Countertops</u>
<u>149200</u>	<u>Pneumatic Tube System</u>
<u>212200</u>	<u>Clean Agent Fire Protection</u>
<u>220000</u>	<u>Plumbing Index</u>
<u>220500</u>	<u>General Plumbing Requirements</u>
<u>220513</u>	<u>Common Motor Requirements for Plumbing Equipment</u>
<u>220523</u>	<u>Valves</u>
<u>220700</u>	<u>Piping Insulation</u>
<u>221000</u>	<u>Pipe and Pipe Fittings</u>
<u>221113</u>	<u>Domestic Water Piping</u>
<u>221123</u>	<u>Natural Gas Piping Systems</u>
<u>221313</u>	<u>Soil and Waste Piping Systems</u>
<u>224200</u>	<u>Plumbing Fixtures</u>
<u>230000</u>	<u>Heating, Ventilating, and Air Conditioning Index</u>

<u>230100</u>	<u>Demonstration and Training</u>
<u>230500</u>	<u>General Heating, Ventilating, and Air Conditioning Requirements</u>
<u>230593</u>	<u>Balance of Mechanical Systems</u>
<u>230713</u>	<u>Duct Insulation</u>
<u>232113</u>	<u>Hydronic Piping Systems</u>
<u>233000</u>	<u>Air Distribution</u>
<u>238147</u>	<u>Water Source Heat Pump Piping Systems</u>
<u>250000</u>	<u>Integrated Automation Index</u>
<u>250500</u>	<u>General Integrated Automation Requirements</u>
<u>251000</u>	<u>Direct Digital Control (DDC) Software and Components</u>
<u>253000</u>	<u>Controls and Instrumentation</u>
<u>260000</u>	<u>Electrical Index</u>
<u>260500</u>	<u>General Electrical Provisions</u>
<u>260519</u>	<u>Low Voltage Conductors</u>
<u>260526</u>	<u>Grounding</u>
<u>260533</u>	<u>Raceways, Boxes and Fittings</u>
<u>260536</u>	<u>Cable Trays</u>
<u>260553</u>	<u>Identification for Electrical Systems</u>
<u>262200</u>	<u>Low Voltage Transformers</u>
<u>262416</u>	<u>Panelboards</u>
<u>262716</u>	<u>Cabinets</u>
<u>262726</u>	<u>Wiring Devices and Plates</u>
<u>262800</u>	<u>Motor and Circuit Disconnects</u>
<u>263200</u>	<u>Emergency Generator System</u>
<u>265119</u>	<u>LED Interior Lighting</u>
<u>271523</u>	<u>Fiber Optic Cable</u>
<u>270000</u>	<u>Communications Index</u>
<u>270528</u>	<u>Pathways for Communications Systems</u>
<u>280000</u>	<u>Electronic Safety and Security Index</u>
<u>283000</u>	<u>Fire Alarm Systems</u>
<u>311100</u>	<u>Clearing and Grubbing</u>
<u>312200</u>	<u>Earthwork</u>
<u>312313</u>	<u>Subgrade</u>
<u>312316</u>	<u>Excavation and Backfilling</u>
<u>312333</u>	<u>Trenching, Backfilling and Compaction</u>
<u>321123</u>	<u>Crushed Aggregate Base Course</u>
<u>321216</u>	<u>Paving, Gravel Surfacing and Resurfacing</u>
<u>321600</u>	<u>Concrete Curb and Gutter and Sidewalks</u>
<u>321713</u>	<u>Parking Bumpers</u>
<u>321723</u>	<u>Pavement Markings and Signage</u>
<u>330120</u>	<u>Utility Obstructions</u>

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Pecos Valley Regional Communications Center Renovation Construction Documents

...

<u>G001</u>	<u>Cover Sheet</u>	<u>07/06/2023</u>
<u>G002</u>	<u>Code Review Data</u>	<u>07/06/2023</u>
<u>G005</u>	<u>Accessible Mounting Heights</u>	<u>07/06/2023</u>
<u>C100</u>	<u>General Notes</u>	<u>03/02/2023</u>
<u>C201</u>	<u>Demolition Plan</u>	<u>03/02/2023</u>
<u>C300</u>	<u>Grading Plan</u>	<u>03/02/2023</u>
<u>C400</u>	<u>Utility Plan</u>	<u>03/02/2023</u>
<u>C600</u>	<u>Project Details</u>	<u>03/02/2023</u>
<u>C700</u>	<u>Signage and Striping Plan</u>	<u>03/02/2023</u>
<u>C900</u>	<u>Erosion Control Plan – Pre-Construction</u>	<u>03/02/2023</u>

<u>C901</u>	<u>Erosion Control Plan – During Construction</u>	<u>03/02/2023</u>
<u>DS-1</u>	<u>Drainage Sheet</u>	<u>03/02/2023</u>
<u>S001</u>	<u>General Structural Notes and Structural Bracing Plan</u>	<u>07/06/2023</u>
<u>LA101</u>	<u>Landscaping and Irrigation Plan</u>	<u>07/06/2023</u>
<u>D100</u>	<u>Demolition Plan</u>	<u>07/06/2023</u>
<u>A100</u>	<u>Architectural Site Plan</u>	<u>07/06/2023</u>
<u>A101</u>	<u>Overall Floor Plan</u>	<u>07/06/2023</u>
<u>A102</u>	<u>Enlarged Floor Plan and Site Plan</u>	<u>07/06/2023</u>
<u>A111</u>	<u>First Floor Dimensioned Plan & Wall Partition Types</u>	<u>07/06/2023</u>
<u>A121</u>	<u>First Floor Reflected Ceiling Plan</u>	<u>07/06/2023</u>
<u>A131</u>	<u>Roof Plan</u>	<u>07/06/2023</u>
<u>A201</u>	<u>Exterior Elevations</u>	<u>07/06/2023</u>
<u>A301</u>	<u>Building Sections and Wall Sections</u>	<u>07/06/2023</u>
<u>A401</u>	<u>Enlarged Floor Plans & Interior Elevations</u>	<u>07/06/2023</u>
<u>A510</u>	<u>Details</u>	<u>07/06/2023</u>
<u>A520</u>	<u>Interior Details</u>	<u>07/06/2023</u>
<u>A602</u>	<u>Door and Window Schedule</u>	<u>07/06/2023</u>
<u>A651</u>	<u>Interior Finish Plans</u>	<u>07/06/2023</u>
<u>M101</u>	<u>Mechanical HVAC Floor Plan</u>	<u>06/30/2023</u>
<u>M101A</u>	<u>Mechanical HVAC Floor Plan (Alt)</u>	<u>06/30/2023</u>
<u>MP501</u>	<u>Mechanical Details</u>	<u>06/30/2023</u>
<u>MP601</u>	<u>Mechanical and Plumbing General Notes, Schedules and Legends</u>	<u>06/30/2023</u>
<u>P101</u>	<u>Plumbing Floor Plan, Riser Diagram & Clean Agent Control Schematic</u>	<u>06/30/2023</u>
<u>E001</u>	<u>Electrical General Notes, Legend & Fixture Schedule</u>	<u>06/30/2023</u>
<u>E101</u>	<u>Lighting New Work Plan</u>	<u>06/30/2023</u>
<u>E201</u>	<u>Power New Work Plan</u>	<u>06/30/2023</u>
<u>E301</u>	<u>Mechanical Equipment Connection New Work Plan</u>	<u>06/30/2023</u>
<u>E401</u>	<u>Fire Alarm New Work Plan</u>	<u>06/30/2023</u>
<u>E600</u>	<u>Riser Diagram</u>	<u>06/30/2023</u>
<u>E601</u>	<u>Panel Schedules</u>	<u>06/30/2023</u>
<u>ED101</u>	<u>Demolition Lighting and Power Plan</u>	<u>06/30/2023</u>
<u>ES101</u>	<u>Electrical Site Plan</u>	<u>06/30/2023</u>
<u>TS01</u>	<u>Cover</u>	<u>02/09/2023</u>
<u>TS100</u>	<u>Special Systems Legend and Key Plan</u>	<u>02/09/2023</u>
<u>TS101</u>	<u>Special Systems Site Plan</u>	<u>02/09/2023</u>
<u>TS102</u>	<u>Special Systems Plan and Reflected Ceiling Plan</u>	<u>02/09/2023</u>
<u>TS201</u>	<u>Special Systems Diagrams and Details</u>	<u>02/09/2023</u>
<u>TS301</u>	<u>Surveillance Details</u>	<u>02/09/2023</u>
<u>TS401</u>	<u>Special Systems Details</u>	<u>02/09/2023</u>
<u>TS402</u>	<u>Special Systems Details and Backbone Riser Diagram</u>	<u>02/09/2023</u>
<u>TS403</u>	<u>Special Systems Equipment Layouts</u>	<u>02/09/2023</u>
<u>TS404</u>	<u>Rack Elevation Layout</u>	<u>02/09/2023</u>

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<u>Bid Addendum #1</u>	<u>09/17/2023</u>	<u>1-5</u>
<u>Bid Addendum #2</u>	<u>09/19/2023</u>	<u>1</u>
<u>Bid Addendum #3</u>	<u>09/27/2023</u>	<u>1-2</u>
<u>Bid Addendum #4</u>	<u>10/09/2023</u>	<u>1</u>

...

Exhibit A, Determination of the Cost of the Work.

~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this Agreement.)~~

~~[]~~ — The Sustainability Plan:

Title	Date	Pages
-------	------	-------

~~[]~~ — Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

~~2~~ — Other documents, if any, listed below:

~~(List here any additional documents that are intended to form part of the Contract Documents.)~~

PAGE 9

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

~~§ 7.7 Building Information Models Use and Reliance~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

...

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~

~~(If other than in accordance with AIA Document E203™ 2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

the protocols governing the transmission of information or documentation in digital form as agreed upon by all parties.

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§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One-Million (\$ 1,000,000.00) each occurrence, Two-Million (\$ 2,000,000.00) general aggregate, and One-Million (\$ 1,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

...

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One-Million (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ 17.1.6 Employers' Liability with policy limits not less than One-Million (\$ 1,000,000.00) each accident, One-Million (\$ 1,000,000.00) each employee, and One-Million (\$ 1,000,000.00) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One-Million (\$ 1,000,000.00) per claim and Two-Million (\$ 2,000,000.00) in the aggregate.

~~§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

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~~§ 17.1.14 Other Insurance Provided by the Contractor~~

~~(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)~~

Coverage	Limits
----------	--------

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~~§ 17.2.3 Other Insurance Provided by the Owner~~

~~(List below any other insurance coverage to be provided by the Owner and any applicable limits.)~~

Coverage	Limits
----------	--------

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Alex Palomino
Public Services Director
alex.palomino@chavescounty.gov

...

Yolanda Diaz
President
915-546-4111
PAGE 24

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

~~(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)~~Subcontracts.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Joseph Fuemmeler, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 19:05:11 ET on 01/16/2024 under Order No. 2114501650 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Item # 4

Approve AIA Agreement A-24-002 to
Mirador Enterprises, Inc of El Paso, TX

Meeting Date: 01/25/2024

STAFF SUMMARY

REQUESTED BY: Analicia Nieto, CPO
Purchasing Director

ACTION REQUIRED: Approve AIA Agreement A-24-002

SUMMARY: The award recommendation for ITB-24-3 Court Compliance Remodel was approved at the December 2023 Commission meeting, awarding Mirador Enterprises, Inc as the contractor for the project. Agreement A-24-002 is the AIA Agreement for this project. Legal has reviewed. Staff recommends approval.

SUPPORT DOCUMENTS: AIA Agreement – A-24-002



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-fifth day of January in the year Twenty
Twenty-four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Chaves County
#1 Saint Mary's Place
Roswell, NM 88203

and the Contractor:
(Name, legal status, address and other information)

Mirador Enterprises, Inc.
8201 Lockheed Dr., Ste. 110
El Paso, TX 79925

for the following Project:
(Name, location and detailed description)

Court Compliance Relocation Remodel
400 N. Virginia Ave.
Roswell, NM 88201

The Architect:
(Name, legal status, address and other information)

ASA Architects
2600 N. Main St., Suite B
Roswell, NM 88201

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

A notice to proceed will be issued soon after this Agreement is fully executed.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than One-hundred Twenty (120) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Two-hundred Fifty-five Thousand, One-hundred Fifty-five Dollars and Zero Cents (\$ 255,155.00 *), subject to additions and deductions as provided in the Contract Documents.

* The Contract Sum above does not include applicable NM Gross Receipts Tax.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Not Applicable	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Not Applicable		

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
Modification Allowance	\$3,500.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

The Contractor (and his surety) shall be liable for and shall pay to the Owner \$ 300.00 for each calendar day of delay past the contract time until the work is substantially completed.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Eighteen (18) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Zero % 0.00

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Scott Massey, Facilities Maintenance Director
Chaves County
P.O. Box 1597
Roswell, NM 88202
(575) 624-6625 scott.massey@chavescounty.gov

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Yolanda Diaz, President
Mirador Enterprises, Inc.
8201 Lockheed Dr., Ste. 110
El Paso, TX 79925
(915) 546-4111
ydiaz@miradorenterprises.com

Init.

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User Notes:

(793917552)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Building Information Modeling was not utilized on this project.

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

.5 The Drawings dated November 12, 2023:

Number	Title	Date
See Attached Exhibit "A"		

.6 The Specifications dated November 12, 2023:

Section	Title	Date	Pages
See Attached Exhibit "B"			

.7 Addenda, if any:

Number	Date	Pages
#1	11/29/2023	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

Init.

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

Not Applicable

The Sustainability Plan:

Title	Date	Pages
Not Applicable		

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 00 8000	Supplemental Conditions	November 12, 2023	6

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

SECTION 00 2118, INSTRUCTIONS TO BIDDERS, 6 PAGES
SECTION 00 4113, BID FORM, 4 PAGES

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

Yolanda Diaz, President

(Printed name and title)

Init.

Additions and Deletions Report for **AIA® Document A101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:36:47 MT on 12/22/2023.

PAGE 1

AGREEMENT made as of the Twenty-fifth day of January in the year Twenty Twenty-four

...

Chaves County
#1 Saint Mary's Place
Roswell, NM 88203

...

Mirador Enterprises, Inc.
8201 Lockheed Dr., Ste. 110
El Paso, TX 79925

...

Court Compliance Relocation Remodel
400 N. Virginia Ave.
Roswell, NM 88201

...

ASA Architects
2600 N. Main St., Suite B
Roswell, NM 88201

PAGE 2

Established as follows:

...

A notice to proceed will be issued soon after this Agreement is fully executed.

PAGE 3

Not later than One-hundred Twenty (120) calendar days from the date of commencement of the Work.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~(\$)~~ Two-hundred Fifty-five Thousand, One-hundred Fifty-five Dollars and Zero Cents (\$ 255,155.00 *), subject to additions and deductions as provided in the Contract Documents.

* The Contract Sum above does not include applicable NM Gross Receipts Tax.

...

Not Applicable

...

Not Applicable

...

Modification Allowance \$3,500.00

...

None

...

The Contractor (and his surety) shall be liable for and shall pay to the Owner \$ 300.00 for each calendar day of delay past the contract time until the work is substantially completed.

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Eighteen (18) days after the Architect receives the Application for Payment.

PAGE 5

Zero % 0.00

PAGE 6

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

...

Scott Massey, Facilities Maintenance Director
Chaves County
P.O. Box 1597
Roswell, NM 88202
(575) 624-6625 scott.massey@chavescounty.gov

...

Yolanda Diaz, President
Mirador Enterprises, Inc.
8201 Lockheed Dr., Ste. 110
El Paso, TX 79925
(915) 546-4111
ydiaz@miradorenterprises.com

PAGE 7

§ 8.5.2 The Contractor shall provide bonds as set forth in ~~AIA Document A101™-2017 Exhibit A, and elsewhere in~~ the Contract Documents.

...

Building Information Modeling was not utilized on this project.

...

~~.2 — AIA Document A101™ 2017, Exhibit A, Insurance and Bonds~~

...

~~.4 — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~(Insert the date of the E203-2013 incorporated into this Agreement.)~~

...

.5 The Drawings dated November 12, 2023:

...

See Attached Exhibit "A"

.6 The Specifications dated November 12, 2023:

...

See Attached Exhibit "B"

...

PAGE 8

#1

11/29/2023

2

Not Applicable

...

Not Applicable

Supplementary and other Conditions of the Contract:

...

Section 00 8000

Supplemental Conditions November 12, 2023

6

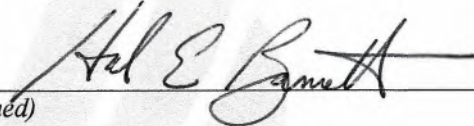
...

SECTION 00 2118, INSTRUCTIONS TO BIDDERS, 6 PAGES
SECTION 00 4113, BID FORM, 4 PAGES

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Hal E. Barnett, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:36:47 MT on 12/22/2023 under Order No. 2114491307 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

VICE PRESIDENT / ARCHITECT

(Title)

12/22/2023

(Dated)

EXHIBIT "A"
DRAWINGS

SHEET NO.	SHEET TITLE
G1.0	COVER SHEET, BUILDING CODE DATA, PROJECT
	LOCATION MAP, WORK AREA LOCATION PLAN
G1.1	LIFE SAFETY EGRESS FLOOR PLAN
A1.0	DEMOLITION FLOOR PLANS
A1.1	FIRST FLOOR AND BASEMENT FLOOR PLANS
A1.2	FIRST FLOOR AND BASEMENT REFLECTED CEILING PLANS
A2.1	ROOM FINISH AND DOOR SCHEDULES, DETAILS
A3.0	INTERIOR ELEVATIONS, PARTITION TYPES, DETAILS
M1.1	HVAC FLOOR PLAN
P1.1	PLUMBING FLOOR PLAN
E1.1	LIGHTING FLOOR PLAN
E1.2	POWER & SPECIAL SYSTEMS FLOOR PLAN

EXHIBIT "B"
SPECIFICATIONS

<u>Section Number</u>	<u>Section Title</u>	<u>Pages</u>
<u>DIVISION 1 - GENERAL REQUIREMENTS</u>		
01 1000	SUMMARY	4
01 2100	ALLOWANCES	2
01 2300	CONTRACTOR'S USE OF PREMISES	2
01 3100	PROJECT MANAGEMENT AND COORDINATION	4
01 3400	SUBMITTALS AND SUBSTITUTIONS	4
01 4000	QUALITY REQUIREMENTS	2
01 5000	TEMPORARY FACILITIES AND CONTROLS	4
01 6400	PRODUCT HANDLING	2
01 7000	EXECUTION REQUIREMENTS	4
01 7700	CLOSEOUT PROCEDURES	2
01 7800	CLOSEOUT SUBMITTALS	2
<u>DIVISION 02 - EXISTING CONDITIONS</u>		
02 4100	SELECTIVE DEMOLITION	2
<u>DIVISION 05 - METALS</u>		
05 5000	METAL FABRICATIONS	4
<u>DIVISION 06 - WOOD, PLASTICS, & COMPOSITES</u>		
06 1053	ROUGH CARPENTRY	2
06 4023	INTERIOR WOODWORK	8
<u>DIVISION 07 - THERMAL AND MOISTURE PROTECTION</u>		
07 2100	ACOUSTICAL BATT INSULATION	2
07 9200	JOINT SEALANTS	4
<u>DIVISION 08 - OPENINGS</u>		
08 1113	HOLLOW METAL FRAMES	6
08 1416	FLUSH WOOD DOORS	2
08 3116	ACCESS PANELS	2
08 7100	DOOR HARDWARE	6
08 8000	GLAZING	4
<u>DIVISION 09 - FINISHES</u>		
09 2900	GYPSUM BOARD ASSEMBLIES	8
09 3116	THIN-SET CERAMIC TILING	4
09 5113	ACOUSTICAL PANEL CEILINGS	4
09 6020	VAPOR TESTING OF CONCRETE FLOOR SLABS	2
09 6519	RESILIENT TILE FLOORING AND BASE	4
09 6813	CARPET TILE	4
09 9000	PAINTING	4

<u>Section Number</u>	<u>Section Title</u>	<u>Pages</u>
<u>DIVISION 10 - SPECIALTIES</u>		
10 1400	IDENTIFICATION DEVICES	2
10 2800	TOILET AND BATH ACCESSORIES	2
<u>DIVISION 12 - FURNISHINGS</u>		
12 3623	HIGH PRESSURE DECORATIVE LAMINATE COUNTERTOPS	4
<u>DIVISION 22 – PLUMBING</u>		
22 0000	BASIC MECHANICAL REQUIREMENTS	6
22 0700	PIPING INSULATION	2
22 1000	PLUMBING REQUIREMENTS	6
<u>DIVISION 23 – HEATING VENTILATING, AND AIR CONDITIONING</u>		
23 0500	AIR DISTRIBUTION	2
<u>DIVISION 26 - ELECTRICAL</u>		
26 0000	GENERAL PROVISIONS	8
26 0513	CONDUCTORS	4
26 0526	GROUNDING	2
26 0534	RACEWAYS, BOXES AND FITTINGS	6
26 2726	WIRING DEVICES AND PLATES	4
26 5119	INTERIOR LIGHTING	2
<u>DIVISION 28 – ELECTRONIC SAFETY AND SECURITY</u>		
28 3110	FIRE ALARM SYSTEM	2

AGENDA ITEM: 5

Agreement A-24-003 Lease for
Midway JOY Center Located at
126 Willard Road, Dexter NM

MEETING DATE: January 25, 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Bill Williams, County Manager

ACTION REQUESTED: Approve Agreement

ITEM SUMMARY:

This lease is between Chaves County and the Midway JOY Center for the lease of the building located at 126 Willard Road, Dexter NM.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-24-003

SUMMARY BY: William B. Williams

TITLE: County Manager

**LEASE AGREEMENT A-24-003
BETWEEN CHAVES COUNTY AND CHAVES COUNTY JOY CENTERS
FOR LEASE OF BUILDING LOCATED AT 126 WILLARD ROAD, DEXTER, NM
A/K/A MIDWAY JOY CENTER**

THIS AGREEMENT is made this 21st day of December, 2023, by and between the County of Chaves, a political subdivision of the State of New Mexico, herein referred to as "Lessor" and Chaves County JOY Centers, a non-profit corporation, hereinafter referred to as "Lessee".

WHEREAS, Lessor is the owner of certain property located at 126 Willard Road, Dexter, New Mexico, and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor the above described property, (the "Premises"), upon the terms and conditions set forth herein, and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and agreements set forth herein, the parties do hereby agree as follows:

1. LEASE. Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor the Premises.

2. TERM. This Lease Agreement is for a period beginning January 1, 2024 and ending December 31, 2028. This Lease contains one (1) additional five (5) year renewal option. Either party may terminate this Agreement with or without cause, by giving the other party sixty (60) days written notice of such intention to terminate.

3. RENT. As consideration for said Lease, Lessee shall pay the County Two Hundred Dollars (\$200.00) per year, payable in quarterly installments of Fifty Dollars (\$50.00) each, and provide services and benefits to the citizens of Chaves County as set forth in Exhibit A, attached hereto and incorporated by reference into this Lease. In any year in which the services provided plus the Two Hundred Dollars (\$200.00) are less than the Fair Market Value of the Lease, Lessee will pay the difference in cash rent within sixty (60) days of the end of the term.

4. USE OF PREMISES. Lessee covenants and agrees that it will use and occupy the Premises only as a senior citizen activity center or for related support activities, and for no other purpose without having first obtained the written consent of the Lessor. In the event Lessee fails to utilize and occupy the Premises as a senior citizen activity center or for activities reasonably related thereto without having first obtained the written consent of Lessor, Lessor shall have the option to terminate this Lease, and to re-enter the Premises as hereinafter set forth. Notwithstanding anything contained herein to the contrary, in no event shall the Lessee use the Premises in any way which will increase the risks covered by insurance on the Premises and result in a cancellation of any insurance required to be obtained by this Agreement, even if such a use would otherwise be in furtherance of Lessee's business purposes.

Lessee, at its expense, shall conform with and comply with all applicable regulations, ordinances and laws relating to the use and occupancy of the Premises.

5. WASTE, NUISANCE OR UNLAWFUL ACTIVITY. Lessee shall not allow waste or nuisance on the Premises, or use or allow the Premises to be used for any unlawful activity. Lessee shall see that all persons coming on to the Premises shall use the Premises in an orderly courteous, and safe manner, with due regard of the rights of others who may be using the Premises.

6. UTILITIES. Lessee shall pay for all utilities serving the Premises during the term of this Lease, including electricity, gas and water. Lessee will also be responsible for any and all expenses related to phone, internet, etc.

7. LIABILITY OF LESSEE. Lessee agrees to defend, indemnify and save Lessor harmless against any and all loss, damage, claim or expense arising out of the use of the Premises by Lessee, its agents, employee, invitee or trespassers, or out of any accident or other occurrence arising out of the use of the Premises, causing injury to any person whomsoever, or property whatsoever, due directly or indirectly to the use of the Premises or any part thereof by Lessee, its agents, employees, customers, patrons or other persons using the leased Premises.

Lessor shall not be liable to Lessee or any person for any damage or injury arising out of the use of the Premises by Lessee to any person or property occasioned by Lessee's use. Lessee agrees and covenants to defend, indemnify and save harmless Lessor from all such liability and expense in connection with Lessee's use of the Premises.

8. LESSOR'S ACCESS TO THE PREMISES. Lessor, its agents or employees, shall have the right to enter the Premises during normal business hours to inspect said Premises. Notwithstanding anything contained herein, Lessor shall have no duty whatsoever to make any inspection, and lessor shall not be held liable for any failure to discover, observe, or remedy any defects on or about the Premises. In addition, Lessor shall have the right to enter the Premises during normal business hours during the last ninety (90) days of the term of this Lease or any renewal or extension thereof, for the purpose of exhibiting the Premises to prospective Lessees. Lessor shall inspect the Premises with Lessee at the beginning of this Lease.

9. MECHANIC'S AND MATERIALMEN'S LIENS. No liens of any mechanic, materialman, laborer, architect, artisan, contractor, subcontractor or any other lien of any kind whatsoever, shall be created against or imposed upon the Premises, or any part thereof.

10. INSURANCE. At all times during the term of this Lease, and any renewal or extension thereof, Lessee will, at its sole cost and expense, and as additional rent hereunder procure and maintain, with insurers authorized to do business in the State of

New Mexico and which are of generally recognized responsibility and acceptable to lessor the following insurance coverages:

A. A policy of public liability insurance covering bodily injury and property damage liability. Said public liability insurance shall be provided by one of the following methods:

- (1) Lessee shall secure an endorsement to its own comprehensive general liability insurance policy, including Lessor as a named insured therein, insofar as such policy covers the Premises, which policy shall provide not less than \$1,000,000 combined single limit bodily injury/property damage coverage.
- (2) Lessee shall secure an owner's, landlord's and tenant's protective liability policy, or other appropriate type of policy covering the Premises and Lessor and Lessee, with the same limits and coverage as set out in Paragraph 10A above.

B. All insurance required by this section shall be effected under valid and enforceable policies upon the commencement of the term hereof, and Lessee shall deliver to Lessor true and correct copies of the insurance policy or policies required.

C. All of such policies shall provide that Lessor shall receive not less than ten (10) days' notice prior to any cancellation, material change, in terms of coverage, or reduction of the coverage evidence by such policy or policies of insurance.

11. DAMAGE OR DESTRUCTION. In the event the Premises, or any portion thereof, is damaged or destroyed by any cause whatsoever, including but not limited to acts of God, this Lease shall terminate.

12. ASSIGNMENTS, LEASES AND SUBLEASES. Lessee shall not assign any interest under the terms of this Lease without the prior written consent of Lessor first being obtained. Before any assignment of the Lease shall become effective, the assignee shall in writing assume and agree to be bound by all the covenants, agreements, terms and conditions of this Lease.

No assignment, sublease, or transfer of interest in whole or in part made by Lessee or any subsequent assignee or transferee in interest shall operate to discharge or abate any obligation hereunder made or hereafter assumed by Lessee or any assignee or sub-lessee or transferee.

A consent by Lessor to one assignment shall in no event be a consent to a subsequent assignment, sublease, or occupation by other persons.

Any unauthorized assignment or sublease shall, at the option of Lessor, be void and shall terminate the Lease.

13. SURRENDER. Lessee covenants and agrees to deliver up and surrender possession of the Premises to Lessor at the termination of this Lease, by expiration of the term or otherwise, in as good condition and repair as the same shall be at the commencement of this Lease, and in as good condition and repair as shall be required of Lessee during the term hereof, excepting only natural wear and decay which cannot reasonably be arrested by regular repair and maintenance.

14. OWNERSHIP OF BUILDING, STRUCTURES AND OTHER IMPROVEMENTS. All buildings, structures, installations and other permanent structural improvements presently existing or which may hereafter be erected or placed upon the Premises, whether by Lessor or Lessee, shall be and remain the property of Lessor, and Lessor shall derive all benefits of such ownership, including all benefits accruing to Lessor by law from depreciation thereof.

15. SUMS DUE LESSOR A LIEN. Subject to the other provision contained in this Lease Agreement, all sums which shall become due to Lessor on account of any provision whatsoever of this Lease are and shall always constitute a valid lien upon any and all goods, chattels and other property belonging to the Lessee and located upon the Premises.

16. NOTICES. Any notice provided for herein shall be sufficiently given if served personally or if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party to whom the notice is to be served. If either the Lessor or Lessee shall at any time change its name, or if there be an assignment or other disposition of lease rights by either party, or if either party changes the place of address to which such notice or communication shall be sent, written notice of such communication shall be given to the other party. Until further notice in writing is served, any notice or communication with reference to this Lease Agreement addressed to Lessor may be addressed to the Chaves County Manager, PO Box 1817, Roswell, NM 88202-1817, and any such notices or communication addressed to Lessee may be addressed to Chaves County JOY Centers, 1822 N. Montana, Roswell, NM 88201. Notices given as provided herein shall be deemed effectively given as of the date of personal delivery or as of the third business day following the date of deposit of same for mailing in the United States Post Office.

17. COVENANTS RUN TO SUCCESSORS, ASSIGNS, ETC. It is agreed that all covenants, conditions, agreements and undertakings in this Lease shall extend to and be binding upon the parties hereto, and their heirs, successors, personal representatives and assigns.

18. ENTIRE AGREEMENT. The parties hereto agree that this Lease incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and that all covenants, agreements and

understandings have been merged into this Lease. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable.

19. INVALIDITY OF PARTICULAR PROVISIONS. If any term or provision of this Lease or the application thereof to any person or circumstances shall be held invalid or unenforceable, the remainder of this Lease or the application of such term or provision to other persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby. Each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

20. AMENDMENTS. The parties hereto agree that this Lease Agreement shall not be altered, changed or except by instrument in writing executed by the parties hereto. No amendments or changes will become effective until approved by the State Board of Finance.

21. TITLES FOR CONVENIENCE ONLY. The titles assigned to the foregoing provisions are assigned solely for the purpose of convenience. The substantive matters contained in the provisions of this Lease shall take precedence over the titles describing the same should a conflict arise between the two.

22. TIME OF ESSENCE. Time shall be of the essence in the performance by the parties of all the terms, conditions and provisions herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the date first written above.

LESSOR:

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
Jeff Bilberry, Chairman

ATTEST:

Cindy Fuller, County Clerk

LESSEE:

CHAVES COUNTY JOY CENTERS

By: _____
Monica Duran, Executive Director

**EXHIBIT A
TO AGREEMENT A-24-003**

The building located at 126 Willard, Rd. Dexter, New Mexico could potentially rent as high as \$28,000 a year or \$2,333 a month.

As such the Fair Market Lease for the building is approximately \$28,000 a year.

The Midway JOY Center provides the following services to the community.

1. Meals served to Chaves County residents

A. Meals served in-house	1,964 x \$1.69 per meal	\$ 3,320
--------------------------	-------------------------	----------

B. Meals delivered	10,222 x \$6.20 per meal (includes cost of transportation)	\$63,376
--------------------	---	----------

2. Senior Citizen Transportation (Trips to doctor, etc.)	559 trips x \$7.00 per trip	\$ 3,913
---	-----------------------------	----------

Total Services to the Community		\$70,609
---------------------------------	--	----------

These numbers show that the County receives a huge benefit from the services that the Midway JOY Center provides. The value of these services exceed the Fair Market rent.

AGENDA ITEM: 6 Resolution R-24-001
MEETING DATE: January 25, 2024 Deletion of property & proposed disposition

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Lucia Serrano

ACTION REQUESTED:

Approval of Resolution R-24-001

ITEM SUMMARY:

Your approval of this resolution will allow staff to remove the attached inventory.

Exhibit 'A' has the assets listed.

Staff recommends approval.

SUPPORT DOCUMENTS:

Resolution R-24-001

Exhibit A

SUMMARY BY: Lucia Serrano

TITLE: Assistant Finance Director

RESOLUTION R-24-001

DELETION OF PROPERTY AND PROPOSED DISPOSITION

At a regular meeting of the Board of Chaves County Commissioners held on January 25, 2024 the following was among the proceedings:

WHEREAS, the property on the attached list has been declared obsolete, deleted, missing or beyond repair; and,

WHEREAS, the items listed in exhibit 'A' will be auctioned, deleted, obsolete or donated; and

WHEREAS, the Board of Chaves County Commissioners deems it necessary to dispose of items pursuant to provisions of the Procurement Code and other applicable State Statutes; and,

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF COUNTY COMMISSIONERS, CHAVES COUNTY, STATE OF NEW MEXICO, hereby approves the deletion of property from the County Inventory.

BE IT FURTHER RESOLVED, the State Auditor and DFA Local Government Division will be notified 30 days prior to the disposition of property listed in Exhibit 'A' attached.

Done at Roswell, New Mexico, this 25th, January 2024.

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
R-24-001**

Asset ID	Description	Primary Location
Department: 997 - Obsolete Items		
012726	R-24-001 ObsoleteIPad	ADMINCTR
013854	R-24-001 Obsolete Tablets with casesTraining	CCDC/ADULT
Department: 999 - CC Auction		
000696	R-24-001 Auction MONITOR/GAS1 BATTERY CHARGER1 CALIBRATION KIT	ROAD
003203	R-24-001 Auction LAMINATING MACHINEFILE ROOM	P&Z
003877	R-24-001 Auction DRILLFLOOR DRILL PRESS 16"SPD	ROAD
011440	R-24-001 Auction VEHICLE 2010 CHEVY SILVERADO 1500 PUUNIT 229VIN # 3GCRKPEAXAG217	FLOOD
009866	R-24-001 Insurance Recovery VEHICLE 2007 FORD FUSION WHITE4DR, 6CYLVIN#3FAHP06ZX7R	SHERIFF
011887	R-24-001 Auction/ Beyond RepairRefrigerator	CCDC/ADULT
012524	R-24-001 Auction 71" deep aluminum cross bed tool boxOn unit #229	FLOOD
013844	R-24-001 Auction ComputerCasey	CLERK
014177	R-24-001 Auction Shark Vacuum Cleaner	CCDC/JUV.
015319	R-24-001 Auction MicrowaveCCDC Break Room	CCDC/ADULT
NA	Donating Obsolete 400-Watt Ballast to US Postal Service	CCFM
11812	VIZO TV	CCDC
NA	Small Black 2 Shelf TV Stand	CCDC
NA	Brown/gray Large Desk	CCDC
NA	2 Drawer Cabinet	CCDC
2268	Beige 4 Drawer Cabinet	CCDC
NA	Beige 4 Drawer Cabinet	CCDC
4230	Beige 4 Drawer Cabinet	CCDC
4486	Beige 4 Drawer Cabinet	CCDC
4119	Beige 4 Drawer Cabinet	CCDC
4487	Beige 4 Drawer Cabinet	CCDC
1713	Gray 2 Drawer Cabinet	CCDC
1693	Gray 2 Drawer Cabinet	CCDC
4579	Beige 4 Drawer Cabinet	CCDC
4581	Beige 5 Drawer Cabinet	CCDC
5751	Office Chair	Road
376	Office Chair	Road
8865	Computer Monitor	Clerk
NA	Misc Office Supplies	CLERK
1999	Portable Printer	Road

AGENDA ITEM: 7

Resolution R-24-002
Approving Changes to Personnel
Charts

MEETING DATE: January 25, 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Emma Dominguez

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

This resolution incorporates the increase of Leo Wage Schedule Chart D, Level (S) and Level (D). Updating Charts A, A-1, C, D, and E. The elimination of 1 Road Maintenance Detention Officer Position and 1 Detention Officer Position. The addition of 1 Safety/Compliance Lieutenant Position. Moving up the Civil Records Assistant from Chart C Level (C) to Chart C Level (D). The Position Specification Summary has been updated for the above named positions. The County also desires to pick up the 10% insurance premium increase for employees previously included in the Collective Bargaining Agreement.

Staff recommends approval of Resolution R-24-002.

SUPPORT DOCUMENTS: Resolution R-24-002
Chart A & A-1, Chart C, Chart D, Chart E
Position Specification Summary for:
Safety/Compliance Lieutenant and Civil Records
Assistant.

SUMMARY BY: Emma Dominguez

TITLE: Human Resources Director

RESOLUTION R-24-002
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, Leo Wage Schedule Chart D Level (S) and Level (D), and;

WHEREAS, the following Charts have been updated, Chart A, A-1, C, D, and E and;

WHEREAS, the Civil Records Assistant has moved from Chart C Level (C) to Chart C Level (D), and;

WHEREAS, the following positions have been eliminated: 1 Road Maintenance Detention Officer and 1 Detention Officer and;

WHEREAS, the following position has been added: 1 Safety/Compliance Lieutenant and;

WHEREAS, the Position Specification Summary for the Civil Records Assistant and Safety/Compliance Lieutenant have been updated accordingly, 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 previously 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 22, 2024.

DONE this 25th day of January 2024.

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell, Vice-Chairman

ATTEST:

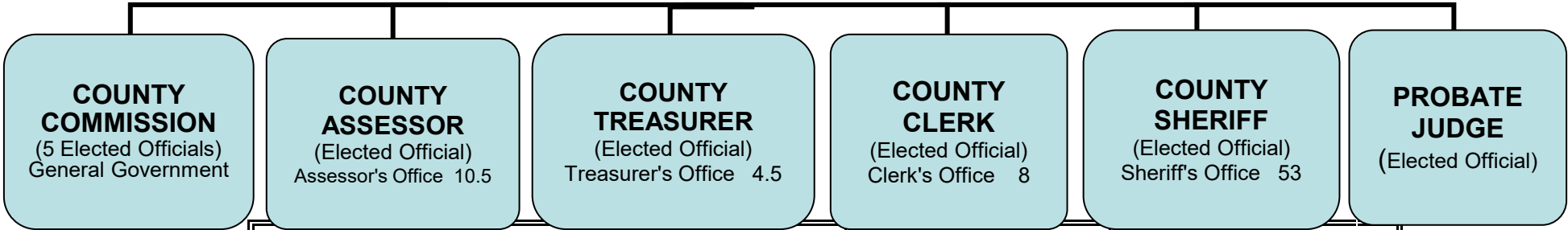
Dara Dana, Member

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 01/22/2024



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		250	
Commission Employees		174	
Elected Official Employees		76	

County Commission
(5 Elected Officials)
General Government

General Administration 173
County Manager 1

Detention Division 84	
Detention Administration 17	
Detention Administrator	1
Chief of Security/Major	1
Administration Lieutenant	1
Safety/Compliance Lieutenant	1
Detention Lieutenant	4
Office Administrator	1
Administrative Assistant	2
Detention Clerk	6
Detention 67	
Sergeant	7
Sergeant-Training	1
Corporal	4
Detention Officer	55

General Government 8	
Human Resources 2	
HR Director	1
HR Generalist	1
Purchasing 1	
I.T. Department 4	
I.T. Director	1
Senior System Administrator	1
I.T. Tech	2
County Manager Oversees	
Safety & Compliance Mgr	1

Finance Division 14	
Finance 4	
Chief Finance Officer	1
Asst Finance Director	1
Senior Accountant	1
Finance Officer	1
IHC 2	
Health Care Dir/Internal Audit	1
Eligibility Officer	1
Community Dev. 8	
Continuum/DWI Coord	1
DWI/Court Services Tech	1
Project Specialist	1
Crt. Compl. Supvr	1
Court Compl. Officer	3
Community Service Tech	1

Public Services Division 66	
Public Services 2	
Public Services Director	1
Public Serv. Admin Assist.	1
Road Department 44	
Road Operations Director	1
Road Technical Supervisor	1
Asst. Engineering Tech.	1
Purchasing Officer	1
Executive Assistant	1
Road Shop 7	
Fleet Maint. Supervisor	1
Auto Mechanic	1
Diesel Mechanic	3
Welder	1
Tire Specialist	1
Road Solid Waste 2	
Road Maint. I	2
Vector Control 0.5	
Road Maint II	0.5
Construction & Maint. 29.5	
Road Foreman	2
Road Maint. II	17.5
Road Maint. I	10
Facility Maintenance 16	
Facility Maintenance Director	1
Facility Maintenance Foreman	1
Fac Maint Lead Tech-Detention	1
HVAC Tech	1
Facility Maintenance	1
Facility Maintenance Detention	2
Facility Maint. Admin. Assistant	1
Groundskeeper	2
Custodian	6
Planning and Zoning 4	
P&Z Director	1
Bldg Inspector/Code Enforcement Officer	1
Assistant Planner	1
Electrial Inspector/Code Enforcement Officer	1
P&Z Administrative Assistant	1

Public Services Director Oversees

Flood Control 12

CHART A-1
CHAVES COUNTY GOVERNMENT
ORGANIZATIONAL STRUCTURE &
MANPOWER ALLOCATION
FY 23-24
EFFECTIVE DATE 01/22/2024

CHAVES COUNTY GOVERNMENT EMPLOYEES	
TOTAL AUTHORIZED POSITIONS	250
COMMISSION EMPLOYEES	174
ELECTED OFFICIAL EMPLOYEES	76

**CHAVES COUNTY GENERAL WAGE SCHEDULE
CHART C**

Effective Date: January 22, 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	
N	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	
	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	
																				Safety & Compliance Manager, Chief Appraiser
M	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	
	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	
																				Building Inspector/Code Enforcement Officer, Electrical Inspector/Code Enforcement Officer
L	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	
	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	
																				GIS Parcel Mapper, BOE Chief, Court Compliance Supervisor, FM Foreman
K	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	
	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	
																				Executive Assistant
J	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	
	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	
																				DWI Program Coordinator, FM Lead Technician
I	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	
	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	
																				Human Resources Generalist, HVAC Technician, Senior Accountant
H	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	
	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	
																				Assistant Planner, Office Administrator (Detention), Assessor's Office Administrator, Project Specialist
G	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	
	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	
																				Court Compliance Officer
F	ANNUAL	36,171.20	37,252.80	38,334.40	39,416.00	40,497.60	41,579.20	42,660.80	43,742.40	44,824.00	45,905.60	46,987.20	48,068.80	49,150.40	50,232.00	51,313.60	52,395.20	53,476.80	54,558.40	
	BI-WEEKLY	1,391.20	1,432.80	1,474.40	1,516.00	1,557.60	1,599.20	1,640.80	1,682.40	1,724.00	1,765.60	1,807.20	1,848.80	1,890.40	1,932.00	1,973.60	2,015.20	2,056.80	2,098.40	
	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	
																				Appraiser
E	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	
	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	
																				Admin. Assistant, Property & Evidence Custodian, Finance Officer
D	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	
	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	
																				BOE Deputy, Animal Control Officer, Civil Process Server, Detention Clerk, Recording & Filing Supervisor, Sheriff Clerk, Civil Records Assistant
C	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	
	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	
																				Deputy Assessor, Deputy Clerk, Deputy Treas, FM, Probate Clerk Deputy
B	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	
	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	
																				Eligibility Officer, Community Service Tech, DWI/Court Services Tech, Groundskeeper
A	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	
	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	
																				Custodian

**CHAVES COUNTY
LEO WAGE SCHEDULE
CHART D
EFFECTIVE DATE: January 22, 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	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
(S)	ANNUAL	59,280.00	61,380.80	63,481.60	65,582.40	67,683.20	69,784.00	71,884.80	73,985.60	76,086.40	78,187.20	80,288.00	82,388.80	84,489.60	86,590.40	88,691.20
Sergeant	BI-WEEKLY	2,280.00	2,360.80	2,441.60	2,522.40	2,603.20	2,684.00	2,764.80	2,845.60	2,926.40	3,007.20	3,088.00	3,168.80	3,249.60	3,330.40	3,411.20
	HOURLY	28.50	29.51	30.52	31.53	32.54	33.55	34.56	35.57	36.58	37.59	38.60	39.61	40.62	41.63	42.64

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
(D)	ANNUAL	46,300.80	47,954.40	49,608.00	51,261.60	52,915.20	54,568.80	56,222.40	57,876.00	59,529.60	61,183.20	62,836.80	64,490.40	66,144.00	67,797.60	69,451.20
Deputy	BI-WEEKLY	1,780.80	1,844.40	1,908.00	1,971.60	2,035.20	2,098.80	2,162.40	2,226.00	2,289.60	2,353.20	2,416.80	2,480.40	2,544.00	2,607.60	2,671.20
	HOURLY	22.26	23.06	23.85	24.65	25.44	26.24	27.03	27.83	28.62	29.42	30.21	31.01	31.80	32.60	33.39

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.

Lieutenant position is Exempt.

**CHAVES COUNTY
DETENTION WAGE SCHEDULE
CHART E**

EFFECTIVE DATE: January 22, 2024

<i>(EXEMPT POSITIONS)</i>			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
Level (DL) LIEUTENANT, ADMIN. LIEUTENANT SAFETY/COMPLIANCE LIEUTENANT	Pay Type																
	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) SERGEANT, SERGEANT TRAINER	Pay Type																
	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) CORPORAL	Pay Type																
	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) OFFICER	Pay Type																
	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 POSITION SPECIFICATION SUMMARY

POSITION TITLE: Civil Records Assistant
DIVISION: Sheriff
DEPARTMENT: Sheriff's Department
REPORTS TO: Sheriff's Administrator
FLSA STATUS: Non-Exempt



Approved: _____
Commissioner

Date: _____

POSITION SUMMARY:

Administrative Support position for records and secretarial duties such as filing, typing, scanning of documents and maintaining all civil documents records for the Sheriff's Office. May be required to do specific administrative projects requiring exercise of independent judgement, prepare monthly reports as required and general duties as assigned. Work with minimal supervision. Act as a liaison between the Sheriff's office and other law enforcement agencies, courts, etc. pertaining to civil and criminal process.

MINIMUM QUALIFICATIONS REQUIRED:

EXPERIENCE AND/OR EDUCATION:

Education/Training/Experience: High School diploma or G.E.D.

Experience Substitution: Up to two (2) years college/forty-Eight (48) course work can be substituted for two (2) years' experience.

Desirable Qualifications: Three (3) years' experience in clerical, A.A. degree in related subject or B.A. degree. Ability to type accurately at 60 wpm.

Other: Post offer Drug Analysis test, employment and criminal background investigation. No prior felony arrests. No prior D.W.I. arrest or convictions within the last thirty-six (36) months whether from an administrative sanction by a Motor Vehicle Department, a criminal or a military disciplinary action. No misdemeanor arrests within the last thirty-six (36) months.

ABILITIES/SKILLS:

Ability to 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 word processing programs: have some knowledge of computer network systems. Must be able to meet established deadlines and maintain an acceptable attendance record and be punctual.

DESIRABLE QUALIFICATIONS:

A.A. degree or B.A. in related subject or secretarial school. ability to type accurately at 70 wpm.

Essential Duties and Responsibilities:

- Responsible for typing
- Enter data and maintain Civil and Criminal Records
- Greet visitors and answer multi-line telephone in a pleasant manner
- Process mail and routine correspondence
- Develop memorandums and write letters

- Transmit orders and send routine acknowledgements
- Complete and process accurately necessary reports and documents
- Keep financial and statistical records as needed
- Maintain departmental filing system
- Collect, deposit and maintain monies received by the Sheriff's Office for civil documents, copies of documents, criminal background checks and other authorized fees.
- Knowledgeable of civil process and legal system
- Cross train and assist in other areas of the Sheriff's Office
- Employee must know and understand County Personnel Policy and all county and departmental policies pertinent to the position and perform all other duties as assigned.

Civil Records Assistant: Must acquire a thorough understanding of Civil and Criminal process and paper now through Magistrate and District courts, also must handle receipts for Civil Process. collecting and depositing monies and maintaining records of the monies received by the Sheriff's Office. Responsible for logging of all Criminal and Civil process papers that are received by the Sheriff's Office. Assuring that once the papers have been served. that they are returned to the proper court. Must handle receipts for Civil Process, collecting and depositing monies and maintaining records of the monies received by the Sheriff's Office. Responsible for logging of all Criminal and Civil process papers that are received by the Sheriff's Office. Assuring that once the papers have been served. that they are returned to the proper court.

ANIMAL CONTROL:

- *Receive documentation of pet's rabies vaccination
- *Collect monies and issue County Animal Tags
- *Collect monies and issue County Animal Control Kennel License
- *Determine if Animal Control has completed Kennel Inspection for license

NON-EMERGENCY DISPATCH:

Deal effectively with the public in sometimes hostile, hysterical and other emotional states in person and over the phone during contact in a sensitive, yet straightforward manner, while showing consideration and respect to caller. Receive calls/requests for assistance from the public and other sources by way of either in person contact at the Sheriff's Office and/ or incoming telephone calls regarding alarms, civil and /or criminal incidents, crimes, threats, disturbances, fires, medical and any other public safety non-emergency situations. Must ask vital questions of the caller requesting party to determine the nature of the call and situation, their location and location of the incident, gather pertinent information to correctly classify and enter the nature of the call. Must enter relevant call information received accurately and relay it to the Communications Center via entry into the (CAD) Computer Aided Dispatch System to be dispatched to the responding officer or agency.

OTHER REQUIREMENTS:

- Ability To read, write, understand and carry out written and oral instructions
- Ability to communicate orally and in writing in English and issue both oral and written instructions
- Ability to write legible and concise reports and correspondence using proper spelling punctuation, grammar and math
- Type accurately at least 60 wpm
- Work well with ever changing priorities and/or situations
- Highly proficient in the use of personal computers, Microsoft Word, Excel, Outlook, Internet, Computer Network System and department records management systems
- Highly proficient in the use of digital scanners, printers, ten-key calculator by touch and multi-line phone system
- Thorough understanding of the civil and criminal process and paper flow through Magistrate and District Courts

- Ability to remain calm in emergency and stressful situations
- Interact with subordinates in a pleasant manner
- Interact with the general public and occupants of the county building in a professional and friendly manner
- Work independently using good judgement and decision-making skills
- Must be detail oriented and accurate , have strong organizational and public relations skills and be able to effectively safeguard confidential information, keep accurate and complete records of activities
- May require some out of town travel for training and meetings
- Must be able to maintain an acceptable attendance record, be punctual and meet established deadlines
- Responsible to train other staff and deputies in the proper use of all system and the proper formatting or crime reports for submission into the records management system

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 walking, standing, stooping, sitting, reaching, carrying of light items; the work is primarily sedentary, typically requiring the employee to be able to sit comfortably to do the work. Talking, hearing, and seeing are essential to the performance of the job.

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 can 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.

POSITION SPECIFICATION SUMMARY

POSITION TITLE: Safety / Compliance Lieutenant
DIVISION: Detention Center
DEPARTMENT: Adult Detention Center
REPORTS TO: Detention Administrator
FLSA STATUS: Exempt

Approved: _____
Commissioner

Date: _____

POSITION SUMMARY

The Safety / Compliance Lieutenant provides assistance to the Detention Administrator and Chief of Security/Major and is responsible for the day-to-day safety and compliance operations of the facility assigned. The Safety / Compliance Lieutenant represents Chaves County Detention in a variety of professional and public circumstances. The Safety / Compliance Lieutenant is responsible for overseeing the safety and compliance for all applicable detention standards; federal, state, and local law.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Tasks include but are not limited to:

- Assisting Detention Warden or designee in the development and application of smooth and consistently managed operations of Fire, Safety, and Sanitation systems and programs within the institution.
- Ability to participate in policy development and review to include creation of new policies, regular review of policies, and coordination of policy changes based on changing standards and to ensure dissemination of new policies and standards and provide direction and interpretation of standards.
- Responsible for the enforcement of policies and regulations as it pertains to fire/safety and sanitation and make decisions regarding audit protocols, contract compliance, policy compliance, and compliance with applicable standards and gathering of performance documentation for compliance with Affiliation of Counties and Safety organizations.
- Assist with communication between the Detention Warden and Affiliation of Counties.
- Ability to communicate effectively, both orally and in writing, in the English language and to conduct audits to ensure compliance with Affiliation of Counties standards and with Chaves County policy.
- Ability to think logically and effectively analyze corrective action plans to determine if they appropriately address the problem and will cure the identified deficiencies while using good judgment.
- Ability to supervise inmates, respond to questions and inquiries regarding standards, audit protocols, policy, rules and regulations applicable to jail settings.
- Physical ability to control inmates by force, when necessary to defend oneself and others against physical attack by inmates.
- Ability to attain extensive Quality Assurance knowledge become familiar with other programs, such as private prison contract auditing and monitoring; state prison facility auditing and monitoring and; Affiliation of Counties Accreditation.
- Ability to comply with all policies, procedures, rules, regulations, and post orders.
- Ability to prepare and maintain records, forms, and reports.
- May be required to assist Detention Administrator in making recommendations regarding the facility budget related to safety and sanitation of institution.
- This is an exempt position, and the employee must work the required number of hours to perform duties without overtime compensation.
- Following chain of command.
- Performing all other duties as assigned.

SUPERVISORY CONTROLS

- This position performs under the general supervision of the Detention Warden or assigned supervisor. 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.
- Provides close supervision of all security and administrative personnel.

QUALIFICATIONS

- **Education/Training/ Experience:** High school diploma or G.E.D.; 18 years of age and no felony convictions. Six (6) years work experience in security/administration related position.
- **Experience Substitution:** Four (4) years of college substitutes for four years work experience.
- **Licenses/Certification:** Valid N.M. driver's license with a good driving record. No DWI conviction within the past three (3) years.
- **Desirable Qualifications:** Bachelor's degree in Criminal Justice or related field. Bilingual in Spanish/English. Six years experience in correctional work or a related field. Three years of general supervisory experience. Complete knowledge of latest detention philosophy and techniques. Knowledge of Safety and Compliance Detention Standards; federal, state, and local law.
- **Other.** Post offer Drug Analysis Test and/or pre-employment physical. Driver's license, Employment and criminal Background Investigation.

OTHER REQUIREMENTS

Ability to read, write, and understand written and oral instructions in English; must have working knowledge of computers and Microsoft Office; interact with occupants of the County buildings in a professional and friendly manner. Work independently using good judgment and decision-making skills; work well with ever changing priorities and/or situations. Employee must know and understand County Personnel Policy as well as all County and departmental policies pertinent to the position. This position may require some out-of-town travel for training. Must be able to maintain an acceptable attendance record, be punctual and meet established deadlines.

Must be competent in all duties required of a detention officer. Must have ability to deal with situations requiring tact and understanding and exercise good judgment when needed. Must remain alert at all times and be able to react quickly in an emergency situation. Must know safety and security measures for dealing with and transporting inmates. Must be able to maintain control of aggressive detainees and utilize all use of force options. Must have ability to interact with inmates, supervisors, and staff members in a friendly manner. Must have the ability to work with a diverse population. Must be able to write intelligibly and complete reports. Must be able to communicate effectively, both verbally and in writing, including using computers and electronic equipment. Must be able to work with minimum supervision and be self motivated. Must be knowledgeable and proficient in first aid and two-way radio. Must have working knowledge of federal, state, county and departmental laws and policies pertinent to the position and have demonstrated skill in use of equipment utilized by the facility, as well as CYFD regulations and procedures regarding juveniles. Must be able to direct subordinates in the operation of the facility and maintain a good working relationship with all detention personnel and the detainee population. Must possess the ability to write clear, concise reports. Must understand the principles and practices of modern detention and protective care methods. Must have a thorough understanding of court rulings and federal, state and local minimum detention standards. Must demonstrate sufficient and adequate mental and emotional stability in order to meet the rigors of a supervisory position.

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

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 essential to the performance of the job. Common eye, hand, finger dexterity exist. Mental application utilizes memory for details, verbal instructions, discriminating thinking. Frequent local travel required in normal in course of job performance. Strength of arms, hands, legs, and back required in the performance of essential functions.

Must be able to “buddy carry” an inmate in case of emergency. Must be able to assist disabled inmates in showering and other personal needs. Must be able to lift up to sixty (60) pounds from ground to waist level approximately twice daily. Must be able to stand and walk up to six (6) hours at one time and twelve (12) hours per day if held for overtime. Must be able to sit for up to four (4) hours at one time. Must be able to climb and descend stairs. Must be able to crouch and kneel for up to five (5) minutes at one time and one-half hour total per day. Must be able to bend at the waist for up to five (5) minutes at one time, and one-half hour total per day. Must be able to carry approximately ten (10) pounds on belted waist all day. Must be able to push/pull a disabled inmate in a wheelchair. Must be able to work with arms extended or bent for up to eight (8) hours at one time.

Work environment: Exposure to weather, dust, fumes, electrical currents, machine noises, and hazards of detention. Occasionally exposed to high work places and confined places, volatile materials, toxic materials. Worker will be exposed to poor ventilation due to enclosed conditions. Will be exposed to unpleasant odors resulting from poor personal hygiene of inmates. Worker performs duties alone and as part of a team. Worker hazards include being constantly subject to injury, death, or hostage situation; exposed at times to infectious diseases carried by inmates; constant high level of mental and emotional stress.

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

AGENDA ITEM: 8 Resolution R-24-003
MEETING DATE: January 25, 2024 Budget Adjustment Resolution FY 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Anabel Barraza, CFO

ACTION REQUESTED:

Approval of Resolution R-24-003

ITEM SUMMARY:

The Finance Department is requesting a budget adjustment for line items in exhibit 'A'. These budget adjustments are for a sheriff donation, adjustments for the Salary Survey and insurance increases for Sheriff Deputies and Public Health Building Construction.

Staff requests approval of Resolution R-24-003

SUPPORT DOCUMENTS:

Resolution R-24-003

SUMMARY BY: Anabel Barraza

TITLE: CFO

RESOLUTION R-24-003

BUDGET ADJUSTMENT REQUEST

WHEREAS, at a regular meeting of the Board of Chaves County Commissioners held on January 25, 2024, the following was among the proceedings:

WHEREAS, the budget must be adjusted for fiscal year 2023-2024 expenditures, 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 25th day of January 2024.

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

AGENDA ITEM: 9
MEETING DATE: January 25, 2024

Resolution R-24-004 and 005 Notice of Public Meeting for the Chaves County Planning and Zoning Commission and Chaves County Land Council

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Planning and Zoning Department

ACTION REQUESTED: Approval of Resolutions

ITEM SUMMARY:

In accordance with the Open Meetings Act, a Notice of Public Meeting must be published each year for the Chaves County Planning and Zoning Commission (PZ Commission) and Chaves County Land Council (Land Council).

As the PZ Commission and the Land Council meetings dates have been previously established by the Chaves County Board of Commissioners in other resolutions the Board may reaffirm those dates, times and place with these resolutions.

PZ Commission meetings are the first Tuesday of the month at 5:30 pm.

Land Council meetings are quarterly, on the second Thursday of the month at 6:00 pm.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-24-004 and R-24-005 and meeting schedule for 2024

SUMMARY BY: Louis Jaramillo

TITLE: Planning and Zoning Director

RESOLUTION R-24-004
NOTICE FOR PUBLIC MEETINGS

WHEREAS, Section 10-15-1(B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to -4) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative adjudicatory body or other policymaking body of any state or local public agency held 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 meetings 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 Planning and Zoning Commission to determine annually what constitutes reasonable notice of its public meetings;

NOW, THEREFORE, BE IT RESOLVED by the Board of Chaves County Commissioners/ Planning and Zoning Commission that:

- 1.** Unless otherwise specified, regular meetings for the **Chaves County Planning and Zoning Commission** shall be held on the **first Tuesday of each month at 5:30 p.m. in the Chaves County Commission Chambers of the Chaves County Administrative Center located at #1 St. Mary's Place in Roswell, New Mexico.** The agenda will be available at least seventy-two (72) hours prior to the meeting from the County Planning and Zoning Department, whose office is located in Roswell, New Mexico. The agenda shall be posted in the bulletin board located in the west hallway of the Chaves County Administrative Building and in the newspapers of general circulation in Chaves County.
- 2.** Notice of regular meetings other than those described in Paragraph 2 shall be given three (3) days in advance of the meeting date. The notice will include a copy of the agenda or information on how a copy of the agenda may be obtained. If not included in the notice, the agenda will be available at least seventy-two (72) hours before the meeting and posted in the bulletin board located in the west hallway of the Chaves County Administrative Building and in the newspapers of general circulation in Chaves County.
- 3.** Special meetings may be called by the Chairman or a majority of the members upon three (3) day notice. The notice for a special meeting shall include an agenda for the meeting or information on how a copy of the agenda may be obtained a copy of the agenda. The agenda will be available at least seventy-two (72) hours before the meeting and posted in the newspaper of general circulation in Chaves County and in the bulletin board located in the west hallway of the Chaves County Administrative Building.

4. Emergency meetings will be called only under unforeseen circumstances that demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The Chaves County Planning and Zoning Commission shall avoid emergency meetings whenever possible. Emergency meetings may be called by the Chairman or a majority of the members with twenty-four (24) hours prior notice, unless threat of personal injury or property damage requires 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. Within ten (10) days of taking action on an emergency matter, the Chaves County Planning and Zoning Commission shall notify the Attorney General's Office.

5. For the purposes of regular meetings described in Paragraph 3 of this resolution, notice requirements are met if notice of the date, time and place is posted in the bulletin board located in the west hallway of the Chaves County Administrative Building and posted in the newspaper of general circulation in Chaves County. Copies of the written notice shall also be mailed to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meeting.

6. For the purposes of special meetings and emergency meetings described in Paragraphs 4 and 5, notice requirements are met if the notice of the date, time and place is posted in the bulletin board located in the west hallway of the Chaves County Administrative Building and posted in the newspapers of general circulation in Chaves County. Notice shall also be given to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.

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

If you are an individual with a disability who needs a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Planning and Zoning Department at (575) 624-6606 at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Planning and Zoning Department if a summary or other type of accessible format is needed.

8. The Chaves County Planning and Zoning Commission may close a meeting to the public only if the subject matter of such discussion or action is excepted from the open meeting requirement 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 a majority vote of a quorum of the Chaves County Planning and Zoning Commission taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.

(b) If a closed meeting is conducted when the Chaves County Planning and Zoning Commission is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity, is given to the members and to 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 closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

(d) Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by vote of the Chaves County Planning and Zoning Commission in an open public meeting.

PASSED this _____ day of January 2024

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

RESOLUTION R-24-005
NOTICE FOR PUBLIC MEETINGS

WHEREAS, Section 10-15-1(B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to -4) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative adjudicatory body or other policymaking body of any state or local public agency held 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 meetings 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 Land Council 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 Land Council that:

2. Unless otherwise specified, regular meetings of the **Chaves County Land Council** shall be held on a quarterly basis and on the **second Thursday of the month at 6:00 p.m. in the Chaves County Commission Chambers of the Chaves County Administrative Center located at #1 St. Mary's Place in Roswell, New Mexico.** The agenda will be available at least seventy-two (72) hours prior to the meeting from the Planning and Zoning Department, whose office is located in Roswell, New Mexico. A notice of public meeting shall be published in a newspaper with general circulation in Chaves County three (3) days in advance of the public meeting date and posted in the bulletin board located in the west hallway of the Chaves County Administrative Building.

3. Notice of regular meetings other than those described in Paragraph 2 shall be given three (3) days in advance of the meeting date. The notice will include a copy of the agenda or information on how a copy of the agenda may be obtained. If not included in the notice, the agenda will be available at least seventy-two (72) hours before the meeting and posted in the bulletin board located in the west hallway of the Chaves County Administrative Building.

4. Special meetings may be called by the Chairman or a majority of the members upon three (3) day notice. The notice for a special meeting shall include an agenda for the meeting or information on how a copy of the agenda may be obtained a copy of the agenda. The agenda will be available at least seventy-two (72) hours before the meeting and published in the newspaper of general circulation in Chaves County and posted in the bulletin board located in the west hallway of the Chaves County Administrative Building.

5. Emergency meetings will be called only under unforeseen circumstances that demand immediate action to protect the health, safety and property of citizens or to protect the public

body from substantial financial loss. The Chaves County Land Council shall avoid emergency meetings whenever possible. Emergency meetings may be called by the Chairman or a majority of the members with twenty-four (24) hours prior notice, unless threat of personal injury or property damage requires 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. Within ten (10) days of taking action on an emergency matter, the Chaves County Land Council shall notify the Attorney General's Office.

6. For the purposes of regular meetings described in Paragraph 3 of this resolution, notice requirements are met if notice of the date, time and place is published in a newspaper with general circulation in Chaves County three (3) days in advance of the public meeting date and posted in the bulletin board located in the west hallway of the Chaves County Administrative. Copies of the written notice shall also be mailed to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.

7. For the purposes of special meetings and emergency meetings described in Paragraphs 4 and 5, notice requirements are met if the notice of the date, time and place is published in a newspaper with general circulation in Chaves County three (3) days in advance of the public meeting date and posted in the bulletin board located in the west hallway of the Chaves County Administrative Building. Notice shall also be given to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that 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 needs a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Planning and Zoning Department at (575) 624-6606 at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Planning and Zoning Department if a summary or other type of accessible format is needed.

9. The Chaves County Land Council may close a meeting to the public only if the subject matter of such discussion or action is excepted from the open meeting requirement 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 a majority vote of a quorum of the Chaves County Land Council taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.

(b) If a closed meeting is conducted when the Chaves County Land Council is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity, is given to the members and to 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 closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

(d) Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by vote of the Chaves County Land Council in an open public meeting.

PASSED this _____ day of January 2024

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

2024 CALENDAR

JANUARY						
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FEBRUARY						
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JULY						
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SEPTEMBER						
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NOVEMBER						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

 PZ COMMISSION

 LAND COUNCIL

AGENDA ITEM: 10

Ratification of Appointment of
New Mexico County Insurance
Authority Voting Members

MEETING DATE: January 25, 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: County Manager

ACTION REQUESTED: Appointment of Voting Member and Alternate

ITEM SUMMARY:

The New Mexico County Insurance Authority held its annual meeting on January 16, 2024. Chaves County needs to appoint a voting member and an alternate. Staff is requesting that Ms. Lucia Serrano, Assistant Finance Director, be reappointed as the voting member and that Mr. Alex Palomino, Public Services Director, be appointed as the alternate.

SUPPORT DOCUMENTS: None

SUMMARY BY: Bill Williams

TITLE: County Manager

AGENDA ITEM: 11 Request for Out-of-State Travel

MEETING DATE: January 25, 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Anabel Barraza, CFO

ACTION REQUESTED:

Out-of-State Travel for Anabel Barraza - NACo Legislative Conference

ITEM SUMMARY:

CFO is requesting approval for out-of-state travel to travel NACo's 2024 Legislative Conference. This conference will take place in Washington, DC on February 9th through the 13th.

Staff recommends approval.

SUPPORT DOCUMENTS:

None

SUMMARY BY: Anabel Barraza

TITLE: CFO

AGENDA ITEM: 12

Ratification of Out of State Travel-Liberty Hill
Texas

MEETING DATE: January 25, 2024

Police K-9 Handler Course 80 Hours

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Sheriff Mike Herrington

ACTION REQUESTED: Approval of Out of State Travel

ITEM SUMMARY:

The Chaves County Sheriff's Office is requesting ratification of authorization to send one of its employees to a Police K-9 Handler Course in Liberty Hill, Texas on January 14, 2024 – January 27, 2024. The training is presented by Pacesetter K9 LLC and consists of 80 hours of training in Canine Safety, care for K-9, Obedience training, maximizing the impact of drug scent evidence, and narcotics detection.

The registration fee for this course is \$3,000. This cost does not include per diem for meals and hotel for Deputy Delgado and K-9 Deputy Felek.

SUPPORT DOCUMENTS:

SUMMARY BY: Janet M. Garcia

TITLE: Sheriff's Administrator



Annual Recertification Course

2024

January 3 - 5, 2024

February 14 - 16, 2024

April 24 - 26, 2024

July 1 - 3, 2024

August 21 - 23, 2024

October 9 - 11, 2024

November 27 - 29, 2024.

Basic Detection K9 Handler Course

2024

January 15 - 26, 2024

March 18 - 29, 2024

April 29 - May 10, 2024

June 3 - 14, 2024

July 8 - 19, 2024

September 9 - 20, 2024



Basic Dual Patrol /Detection Handler Course

2024

January 15 – February 9, 2024

March 18 – April 12, 2024

April 29 – May 24, 2024

June 3 – 28, 2024

July 8 – August 2, 2024

September 9 – October 4, 2024

October 21 – November 15, 2024

Patrol K9 Tactics

2024

March 5 – 8, 2024

December 16 – 19, 2024

Decoy Fundamentals

2024

February 27 – March 1, 2024

December 9 – 12, 2024

Advanced Tracking

TBA

TNOA K9 Competition

TBA

Pacesetter K9 LLC
555 County Road 200
Liberty Hill, TX 78642 US
+1 5129698883
info@pacesetterk9.com
www.pacesetterk9.com



INVOICE

BILL TO
Chaves County Sheriff's Office
1 St Mary's Pl
Roswell, NM 88203

INVOICE # 2306
DATE 11/15/2023
DUE DATE 01/15/2024
TERMS Net 30

DESCRIPTION	QTY	RATE	AMOUNT
Narcotic Handler Training Basic Narcotics Handler Training <i>Ricardo Delgado FeleK</i>	1	3,000.00	3,000.00
January 15, 2024 Course.			
		BALANCE DUE	\$3,000.00



PACESETTER K9

Drug Dogs
Bomb Dogs
Tracking Dogs
Dual Purpose Dogs
K9 Handler Training

 **512-969-8883**

Handler and Trainer Course Schedule

Please contact us for class availability.

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: 12/1/2023
Packet# 02790

Date: 12/22/2023
Packet# 02814

Date: _____
Packet# _____

Date: 12/7/2023
Packet# 02797

Date: 12/29/2023
Packet# 02824

Date: _____
Packet# _____

Date: 12/8/2023
Packet# 02799

Date: _____
Packet# _____

Date: _____
Packet# _____

Date: 12/15/2023
Packet# 02810

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 25-Jan-24

STAFF SUMMARY REPORT

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

ACTION REQUESTED:
Approval of Checks

ITEM SUMMARY:

A/P:	1-Dec-23	\$132,202.34
	7-Dec-23	\$812.00
	8-Dec-23	\$495,268.17
	15-Dec-23	\$650,916.53
	22-Dec-23	\$385,952.08
	29-Dec-23	\$447,835.80

PAYROLL:	10-Dec-24 REGULAR	\$295,778.63
	10-Dec-24 PERFORMANCE AWARDS	\$1,000.00
	10-Dec-24 FINAL	\$1,325.54
	24-Dec-24 REGULAR	\$313,642.09
	24-Dec-24 FINAL	\$74.00

Grand Total Checks to be Approved: \$2,724,807.18

SUPPORT DOCUMENTS:

Copies of Bills Lists

SUMMARY BY: Stephanie Carrillo

TITLE: A/P Officer



Expense Approval Register

Packet: APPKT02790 - CHECK RUN 12/1/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AMANDA BEAGLES-CLARK					
AMANDA BEAGLES-CLARK	CC025400	12/01/2023	TRANSPORT/GRANTS TO DIS	650-6-684-228-000	10.00
Vendor AMANDA BEAGLES-CLARK Total:					10.00
Vendor: BELL GAS INC.					
BELL GAS INC.	37239	12/01/2023	ACCT# 11020	452-8-832-223-000	3,317.00
Vendor BELL GAS INC. Total:					3,317.00
Vendor: BERNALILLO COUNTY					
BERNALILLO COUNTY	76620	12/01/2023	JUVIE INMATE HOUSING FOR	401-6-645-268-000	5,625.00
Vendor BERNALILLO COUNTY Total:					5,625.00
Vendor: BIG BROTHERS BIG SISTERS OF CENTRAL NM					
BIG BROTHERS BIG SISTERS	101	12/01/2023	YOUTH MENTOR/ OCT 2023	631-8-889-260-000	11,111.11
Vendor BIG BROTHERS BIG SISTERS OF CENTRAL NM Total:					11,111.11
Vendor: CARRIE HARDY					
CARRIE HARDY	INV0011199	11/30/2023	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
Vendor CARRIE HARDY Total:					250.00
Vendor: CIRCLE F ENTERPRISES,LLC					
CIRCLE F ENTERPRISES,LLC	112223	12/01/2023	SUPPLIES FOR FENCE IMPRO	401-6-696-256-000	29,205.41
Vendor CIRCLE F ENTERPRISES,LLC Total:					29,205.41
Vendor: DEERE CREDIT, INC					
DEERE CREDIT, INC	2847962	12/01/2023	ACCT# 030-0069875-000	402-6-653-251-000	1,850.09
DEERE CREDIT, INC	2847963	12/01/2023	ACCT# 030-0069878-000	402-6-653-251-000	1,850.11
Vendor DEERE CREDIT, INC Total:					3,700.20
Vendor: FRANK G. MAGOURILOS					
FRANK G. MAGOURILOS	FY22-2FM	12/01/2023	PREVENTION WORKS EVALU	432-7-762-267-000	1,333.33
Vendor FRANK G. MAGOURILOS Total:					1,333.33
Vendor: GENESIS RESOURCE INC					
GENESIS RESOURCE INC	93587	12/01/2023	CCDC KEYWATCHER TOUCH	650-6-684-231-000	31,180.80
Vendor GENESIS RESOURCE INC Total:					31,180.80
Vendor: HERITAGE MEMORIAL ALLIANCE					
HERITAGE MEMORIAL ALLIA	11567	12/01/2023	PERMIT # 6239	427-6-639-296-000	1,000.00
Vendor HERITAGE MEMORIAL ALLIANCE Total:					1,000.00
Vendor: ITS QUEST, INC					
ITS QUEST, INC	901435	12/01/2023	TEMP/ SATTERFIELD	402-6-653-104-000	784.93
Vendor ITS QUEST, INC Total:					784.93
Vendor: KS STATE BANK					
KS STATE BANK	45	12/01/2023	ACCT# 3380675	635-6-682-375-000	13,634.11
Vendor KS STATE BANK Total:					13,634.11
Vendor: MICHAEL PERRY					
MICHAEL PERRY	CC025390	12/01/2023	STOP 30X30 SUMMIT/9/21-2	401-6-611-225-000	585.75
MICHAEL PERRY	CC025390	12/01/2023	TRAVEL REIMB/ DALLAS	401-6-611-226-000	426.60
Vendor MICHAEL PERRY Total:					1,012.35
Vendor: MIRANDA PEST CONTROL					
MIRANDA PEST CONTROL	CC025395	12/01/2023	PEST CONTROL SERVICES	452-8-832-267-000	43.13
Vendor MIRANDA PEST CONTROL Total:					43.13
Vendor: NADYA KAKARAS					
NADYA KAKARAS	CC025401	12/01/2023	TRANSPORT/ GRANTS TO DIS	650-6-684-228-000	10.00
Vendor NADYA KAKARAS Total:					10.00

Expense Approval Register

Packet: APPKT02790 - CHECK RUN 12/1/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC025391	12/01/2023	ACCT# 075706312-0781188-	412-8-815-341-000	172.72
Vendor NEW MEXICO GAS COMPANY INC Total:					172.72
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0011205	11/30/2023	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,803.60
NM RETIREE HEALTH CARE A	INV0011205	11/30/2023	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,551.88
NM RETIREE HEALTH CARE A	INV0011205	11/30/2023	NM RETIREE HEALTH CARE P	427-2-200-020-000	115.50
NM RETIREE HEALTH CARE A	INV0011205	11/30/2023	NM RETIREE HEALTH CARE P	432-2-200-020-000	171.28
NM RETIREE HEALTH CARE A	INV0011205	11/30/2023	NM RETIREE HEALTH CARE P	435-2-200-020-000	161.61
NM RETIREE HEALTH CARE A	INV0011205	11/30/2023	NM RETIREE HEALTH CARE P	437-2-200-020-000	74.38
NM RETIREE HEALTH CARE A	INV0011205	11/30/2023	NM RETIREE HEALTH CARE P	452-2-200-020-000	545.72
NM RETIREE HEALTH CARE A	INV0011206	11/30/2023	NM Retiree HealthCare Law	401-2-200-020-000	2,650.20
NM RETIREE HEALTH CARE A	INV0011221	11/30/2023	NM Retiree HealthCare Law	401-2-200-020-000	10.35
Vendor NM RETIREE HEALTH CARE AUTHORITY Total:					12,084.52
Vendor: NMAC IT AFFILIATE					
NMAC IT AFFILIATE	IT-AFFILIATE-2023	12/01/2023	ANNUAL MEMBERSHIP/ FY 2	401-6-622-224-000	150.00
Vendor NMAC IT AFFILIATE Total:					150.00
Vendor: PATHOLOGY CONSULTANTS OF NEW MEXICO					
PATHOLOGY CONSULTANTS	CC025393	12/01/2023	ACCT# 001064305-00129186	427-6-639-270-000	28.27
Vendor PATHOLOGY CONSULTANTS OF NEW MEXICO Total:					28.27
Vendor: REGIONAL IMAGING ENM, LLC					
REGIONAL IMAGING ENM, LL	CC025394	12/01/2023	ACCT# 16002941	427-6-639-270-000	33.60
REGIONAL IMAGING ENM, LL	CC025397	12/01/2023	ACCT# 16016035	427-6-639-270-000	20.72
REGIONAL IMAGING ENM, LL	CC025398	12/01/2023	ACCT# 16002913	427-6-639-270-000	141.99
Vendor REGIONAL IMAGING ENM, LLC Total:					196.31
Vendor: ROSWELL CLINIC CORP					
ROSWELL CLINIC CORP	CC025396	12/01/2023	ACCT# 1711544V1610	427-6-639-270-000	148.18
ROSWELL CLINIC CORP	CC025399	12/01/2023	ACCT# 1711757V1610	427-6-639-270-000	340.91
Vendor ROSWELL CLINIC CORP Total:					489.09
Vendor: ROSWELL DAILY RECORD					
ROSWELL DAILY RECORD	00293604	12/01/2023	AD# 00293604 LEGAL AD	401-6-625-252-000	89.66
ROSWELL DAILY RECORD	00293623	12/01/2023	LEGAL AD# 00293623	432-7-761-252-000	37.57
ROSWELL DAILY RECORD	00293755	12/01/2023	LEGAL AD # 00293755	401-6-625-252-000	130.04
ROSWELL DAILY RECORD	00293861	12/01/2023	LEGAL AD # 00293861	401-6-624-252-000	94.92
Vendor ROSWELL DAILY RECORD Total:					352.19
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	92725	12/01/2023	SUPPLIES	650-6-684-230-000	8,884.71
Vendor STARR JANITORIAL INC. Total:					8,884.71
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0011197	11/30/2023	000454540-MENDOZA	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0011201	11/30/2023	000480470- SANCHEZ	401-2-200-018-000	160.46
STATE OF NEW MEXICO	INV0011202	11/30/2023	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	INV0011198	11/30/2023	0013625446-COBOS	401-2-200-018-000	327.23
TEXAS CHILD SUPPORT SDU	INV0011200	11/30/2023	0009646845 MATTA,RAY	435-2-200-011-000	276.92
Vendor TEXAS CHILD SUPPORT SDU Total:					604.15
Vendor: THE FORD HOUSE, LLC					
THE FORD HOUSE, LLC	608245	12/01/2023	REPAIRS TO UNIT 929/CCSO	401-7-752-221-000	392.00
THE FORD HOUSE, LLC	608497	12/01/2023	REPAIRS UNIT 1003/RO#603	401-7-752-221-000	609.70
THE FORD HOUSE, LLC	608498	12/01/2023	REPAIR UNIT 1003/RO# 6035	401-7-752-221-000	3,533.83
THE FORD HOUSE, LLC	608499	12/01/2023	REPAIR UNIT #933/RO#6011	401-7-752-221-000	390.86
Vendor THE FORD HOUSE, LLC Total:					4,926.39
Vendor: TOWN OF HAGERMAN					
TOWN OF HAGERMAN	CC025392	12/01/2023	ACCT# 670	401-7-751-341-000	82.88
Vendor TOWN OF HAGERMAN Total:					82.88

Expense Approval Register

Packet: APPKT02790 - CHECK RUN 12/1/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	35247679	12/01/2023	ACCT# 011-1889211-000	650-6-684-251-000	241.23
VISUAL EDGE IT, INC	35354268	12/01/2023	ACCT# 016-1539862-000	401-7-741-375-000	195.94
VISUAL EDGE IT, INC	35367522	12/01/2023	ACCT# 017-1663046-000	401-7-731-375-000	397.09
VISUAL EDGE IT, INC	35386229-1	12/01/2023	ACCT# 015-1458792-000	402-6-651-251-000	313.20
VISUAL EDGE IT, INC	35386229	12/01/2023	ACCT# 015-1458792-000	401-6-624-251-000	383.21
Vendor VISUAL EDGE IT, INC Total:					1,530.67
Grand Total:					132,202.34

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	52,627.65
402 - ROAD FUND	6,539.90
412 - SIERRA VOLUNTEER FIRE FND	172.72
427 - INDIGENT HOSPITAL CLAIMS	1,829.17
432 - DWI GRANT FUNDS	1,542.18
435 - CORRECTION GRANTS	438.53
437 - ENVIRONMENTAL TAX	74.38
452 - FLOOD CONTROL	3,905.85
631 - OTHER GRANTS & CONTRACTS	11,111.11
635 - EMERGENCY/CAPITAL OUTLAY	13,634.11
650 - DETENTION CONSTRUCTION PJ	40,326.74
Grand Total:	132,202.34

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-018-000	CHILD ENFORCEMENT P	870.61
401-2-200-020-000	RETIREE H/C PAYABLE	9,464.15
401-6-611-225-000	PER DIEM EXPENSE	585.75
401-6-611-226-000	MILEAGE REIMBURSEME	426.60
401-6-622-224-000	EMPLOYEE TRAINING	150.00
401-6-624-251-000	RENTALS	383.21
401-6-624-252-000	PRINTING/PUBLISHING	94.92
401-6-625-252-000	PRINTING/PUBLISHING	219.70
401-6-645-268-000	CARE OF PRISONER SER	5,625.00
401-6-696-256-000	BLDG.IMPROVEMENTS	29,205.41
401-7-731-375-000	LEASE PURCHASE	397.09
401-7-741-375-000	LEASE PURCHASES	195.94
401-7-751-341-000	UTILITIES	82.88
401-7-752-221-000	VEH/HVY EQUIP. REPAIR	4,926.39
402-2-200-018-000	CHILD ENFORCEMENT P	189.69
402-2-200-020-000	RETIREE H/C PAYABLE	1,551.88
402-6-651-251-000	RENTALS	313.20
402-6-653-104-000	TEMPORARY SALARIES	784.93
402-6-653-251-000	RENTALS	3,700.20
412-8-815-341-000	UTILITIES	172.72
427-2-200-020-000	RETIREE H/C PAYABLE	115.50
427-6-639-270-000	PAYMENT OF HOSPITAL	713.67
427-6-639-296-000	INDIGENT BURIAL	1,000.00
432-2-200-020-000	RETIREE H/C PAYABLE	171.28
432-7-761-252-000	PRINTING/PUBLISHING	37.57
432-7-762-267-000	CONTRACTUAL SERVICES	1,333.33
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	545.72
452-8-832-223-000	VEHICLE FUELS	3,317.00
452-8-832-267-000	CONTRACTUAL SERVICES	43.13
631-8-889-260-000	PROFESSIONAL SERVICE	11,111.11
635-6-682-375-000	LEASE PURCHASES	13,634.11
650-6-684-228-000	TRANSPORT PRISONERS	20.00
650-6-684-230-000	SUPPLIES/TOOLS	8,884.71
650-6-684-231-000	NON-EXPENDABLE SUPP	31,180.80
650-6-684-251-000	RENTALS	241.23
Grand Total:		132,202.34

Project Account Summary

Project Account Key	Expense Amount
None	132,202.34

Project Account Summary

Project Account Key
****None****

Expense Amount

Grand Total: 132,202.34

Approved For Payment
RICIA SEVANS



Chaves County, NM

Expense Approval Register

APPKT02797 - ELECTION CHECK RUN 12/7/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: DAVID A. KUNKO DAVID A. KUNKO	CC025441	12/05/2023	REGULAR LOCAL	631-8-872-231-000	168.00
				Vendor DAVID A. KUNKO Total:	<u>168.00</u>
Vendor: MELINDA BACA MELINDA BACA	CC025439	12/05/2023	REGULAR LOCAL	631-8-872-231-000	161.00
				Vendor MELINDA BACA Total:	<u>161.00</u>
Vendor: ROSIE LARA ROSIE LARA	CC025442	12/05/2023	REGULAR LOCAL	631-8-872-231-000	161.00
				Vendor ROSIE LARA Total:	<u>161.00</u>
Vendor: SARA HUFF HALL SARA HUFF HALL	CC025443	12/05/2023	REGULAR LOCAL	631-8-872-231-000	161.00
				Vendor SARA HUFF HALL Total:	<u>161.00</u>
Vendor: SHEILA ESSLINGER SHEILA ESSLINGER	CC025440	12/05/2023	REGULAR LOCAL	631-8-872-231-000	161.00
				Vendor SHEILA ESSLINGER Total:	<u>161.00</u>
				Grand Total:	<u><u>812.00</u></u>

Fund Summary

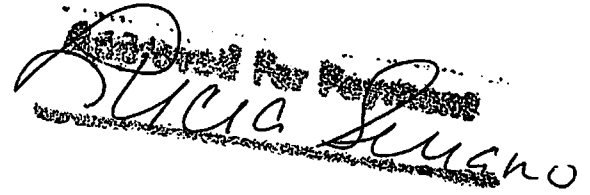
Fund	Expense Amount
631 - OTHER GRANTS & CONTRACTS	812.00
Grand Total:	812.00

Account Summary

Account Number	Account Name	Expense Amount
631-8-872-231-000	SOS GRANT	812.00
Grand Total:		812.00

Project Account Summary

Project Account Key	Expense Amount
None	812.00
Grand Total:	812.00



Alicia Luciano



Expense Approval Register

Packet: APPKT02799 - CHECK RUN 12/8/23

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AMANDA BEAGLES-CLARK					
AMANDA BEAGLES-CLARK	CC023820-1	12/06/2023	RE-ISSUE FROM 11/4/2022	650-6-684-228-000	10.00
Vendor AMANDA BEAGLES-CLARK Total:					10.00
Vendor: ANDREW RODRIGUEZ					
ANDREW RODRIGUEZ	CC025443	12/01/2023	CLEANUP SERVICES	631-8-872-260-000	400.00
Vendor ANDREW RODRIGUEZ Total:					400.00
Vendor: ARTESIA FIRE EQUIPMENT INC.					
ARTESIA FIRE EQUIPMENT IN	82410	12/05/2023	ANNUAL MAINT ON BAUER	412-8-815-221-000	1,158.81
ARTESIA FIRE EQUIPMENT IN	82411	12/05/2023	ANNUAL MAINT ON BAUER	411-8-814-221-000	1,161.82
Vendor ARTESIA FIRE EQUIPMENT INC. Total:					2,320.63
Vendor: ASPEN OF NEW MEXICO					
ASPEN OF NEW MEXICO	FY24-SASPEN-1	12/05/2023	GRANT ALTERNATIVE/ FY 23-	432-7-762-267-000	555.56
ASPEN OF NEW MEXICO	FY24-SASPEN	12/04/2023	DWI DISTRIBUTION/ FY 23/2	432-7-761-267-000	416.66
Vendor ASPEN OF NEW MEXICO Total:					972.22
Vendor: BELL GAS INC.					
BELL GAS INC.	37337	12/01/2023	ACCT# 11020	452-8-832-223-000	3,718.84
Vendor BELL GAS INC. Total:					3,718.84
Vendor: BELL GAS INC					
BELL GAS INC	315552	12/04/2023	CUST# 460785	452-8-832-230-000	34.50
Vendor BELL GAS INC Total:					34.50
Vendor: BERRENDO CO-OP WATER USERS					
BERRENDO CO-OP WATER U	CC025402	12/01/2023	ACCT# J1720000	402-6-651-341-000	49.95
Vendor BERRENDO CO-OP WATER USERS Total:					49.95
Vendor: BOYS & GIRLS CLUBS OF CHAVES AND LINCOLN COUNTIES					
BOYS & GIRLS CLUBS OF CHA	2023-1204	12/04/2023	RFP-24-1/ YOUTH CLUB 23-Z	631-8-889-230-000	8,333.33
Vendor BOYS & GIRLS CLUBS OF CHAVES AND LINCOLN COUNTIES Total:					8,333.33
Vendor: CENTRAL VALLEY ELECTRIC COOP					
CENTRAL VALLEY ELECTRIC C	CC025422	12/01/2023	ACCT# 10114001	410-8-816-341-000	184.10
CENTRAL VALLEY ELECTRIC C	CC025422	12/01/2023	ACCT# 23898800	410-8-816-341-000	17.72
CENTRAL VALLEY ELECTRIC C	CC025423	12/01/2023	ACCT# 12413301	411-8-814-341-000	8.86
CENTRAL VALLEY ELECTRIC C	CC025423	12/01/2023	ACCT# 12413101	411-8-814-341-000	9.64
CENTRAL VALLEY ELECTRIC C	CC025423	12/01/2023	ACCT# 12026501	411-8-814-341-000	78.68
CENTRAL VALLEY ELECTRIC C	CC025423	12/01/2023	ACCT# 12413201	411-8-814-341-000	57.92
CENTRAL VALLEY ELECTRIC C	CC025424	12/01/2023	ACCT# 12001802	401-6-691-243-000	42.79
CENTRAL VALLEY ELECTRIC C	CC025424	12/01/2023	ACCT# 12209501	401-6-691-243-000	584.63
CENTRAL VALLEY ELECTRIC C	CC025424	12/01/2023	ACCT# 10147201	401-6-691-243-000	32.50
CENTRAL VALLEY ELECTRIC C	CC025424	12/01/2023	ACCT# 23133100	410-8-816-341-000	145.65
CENTRAL VALLEY ELECTRIC C	CC025424	12/01/2023	ACCT# 6695501	414-8-819-341-000	107.72
CENTRAL VALLEY ELECTRIC C	CC025424	12/01/2023	ACCT# 24208300	437-6-659-341-000	85.41
CENTRAL VALLEY ELECTRIC C	CC025424	12/01/2023	ACCT# 24186400	437-6-659-341-000	47.81
CENTRAL VALLEY ELECTRIC C	CC025424	12/01/2023	ACCT# 22987100	437-6-659-341-000	46.66
CENTRAL VALLEY ELECTRIC C	CC025424	12/01/2023	ACCT# 12412501	437-6-659-341-000	49.15
Vendor CENTRAL VALLEY ELECTRIC COOP Total:					1,499.24
Vendor: CHAVES COUNTY CASA					
CHAVES COUNTY CASA	FY24-5AEP	12/07/2023	JJAC/ FY 23-24	631-8-885-267-000	2,200.00
CHAVES COUNTY CASA	FY24-5GS	12/07/2023	JJAC/ FY 23/24	631-8-885-267-000	1,155.00
CHAVES COUNTY CASA	FY24-5YA	12/07/2023	JJAC/ FY 23/24	631-8-885-267-000	3,140.00
Vendor CHAVES COUNTY CASA Total:					6,495.00
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC025417	12/01/2023	ACCT# 52228	452-8-832-341-000	58.18
CITY OF ROSWELL	CC025434	12/01/2023	ACCT# 52230	402-6-653-291-000	102.25

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY OF ROSWELL	CC025435	12/01/2023	ACCT# 52234	402-6-653-291-000	173.93
Vendor CITY OF ROSWELL Total:					334.36
Vendor: CUMBERLAND CO-OPERATIVE WATER					
CUMBERLAND CO-OPERATIV	CC025403	12/01/2023	ACCT# G215	401-6-691-341-000	39.31
CUMBERLAND CO-OPERATIV	CC025404	12/01/2023	ACCT# B1085	408-8-812-341-000	38.40
CUMBERLAND CO-OPERATIV	CC025405	12/01/2023	ACCT# G105	410-8-816-341-000	21.43
Vendor CUMBERLAND CO-OPERATIVE WATER Total:					99.14
Vendor: DEXTER CONSOLIDATED SCHOOLS					
DEXTER CONSOLIDATED SCH	FY24-5DEX-TNT	12/04/2023	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	FY24-5DT	12/07/2023	DWI DISTRIBUTION / FY 23/2	432-7-761-267-000	4,524.33
Vendor DIANE F. TAYLOR Total:					4,524.33
Vendor: ECOLAB INC.					
ECOLAB INC.	6340956966	12/01/2023	SUPPLIES/ORDER#13313181	650-6-684-230-000	3,674.16
Vendor ECOLAB INC. Total:					3,674.16
Vendor: FORREST TIRE OF ROSWELL, NM INC.					
FORREST TIRE OF ROSWELL,	1071787	12/01/2023	ALIGNMENT UNIT 1001-CCS	401-7-752-221-000	69.95
Vendor FORREST TIRE OF ROSWELL, NM INC. Total:					69.95
Vendor: FRANK G. MAGOURILOS					
FRANK G. MAGOURILOS	001	12/01/2023	JJAC 3 YR PLAN/NEEDS ASSE	631-8-883-260-000	6,465.00
Vendor FRANK G. MAGOURILOS Total:					6,465.00
Vendor: GSD-ADMIN SERVICES DIVISION					
GSD-ADMIN SERVICES DIVISI	CC025425	12/05/2023	LIFE & LOD PREMIUMS	401-2-200-005-000	1,481.10
GSD-ADMIN SERVICES DIVISI	CC025425	12/05/2023	LIFE & LOD PREMIUMS	402-2-200-005-000	313.78
GSD-ADMIN SERVICES DIVISI	CC025425	12/05/2023	LIFE & LOD PREMIUMS	427-2-200-005-000	46.44
GSD-ADMIN SERVICES DIVISI	CC025425	12/05/2023	LIFE & LOD PREMIUMS	432-2-200-005-000	16.16
GSD-ADMIN SERVICES DIVISI	CC025425	12/05/2023	LIFE & LOD PREMIUMS	435-2-200-005-000	17.68
GSD-ADMIN SERVICES DIVISI	CC025425	12/05/2023	LIFE & LOD PREMIUMS	437-2-200-005-000	8.84
GSD-ADMIN SERVICES DIVISI	CC025425	12/05/2023	LIFE & LOD PREMIUMS	452-2-200-005-000	223.23
GSD-ADMIN SERVICES DIVISI	CC025426	12/05/2023	MED PRESBYT & BCBS	401-2-200-007-000	119,105.01
GSD-ADMIN SERVICES DIVISI	CC025426	12/05/2023	MED PRESBYT & BCBS	402-2-200-007-000	32,998.82
GSD-ADMIN SERVICES DIVISI	CC025426	12/05/2023	MED PRESBYT & BCBS	427-2-200-007-000	2,106.44
GSD-ADMIN SERVICES DIVISI	CC025426	12/05/2023	MED PRESBYT & BCBS	432-2-200-007-000	3,509.61
GSD-ADMIN SERVICES DIVISI	CC025426	12/05/2023	MED PRESBYT & BCBS	435-2-200-007-000	3,084.06
GSD-ADMIN SERVICES DIVISI	CC025426	12/05/2023	MED PRESBYT & BCBS	437-2-200-007-000	2,600.87
GSD-ADMIN SERVICES DIVISI	CC025426	12/05/2023	MED PRESBYT & BCBS	452-2-200-007-000	8,527.08
GSD-ADMIN SERVICES DIVISI	CC025427	12/05/2023	DISIBILITY & ADMIN	401-2-200-005-000	1,001.46
GSD-ADMIN SERVICES DIVISI	CC025427	12/05/2023	DISIBILITY & ADMIN	402-2-200-005-000	291.15
GSD-ADMIN SERVICES DIVISI	CC025427	12/05/2023	DISIBILITY & ADMIN	427-2-200-005-000	22.50
GSD-ADMIN SERVICES DIVISI	CC025427	12/05/2023	DISIBILITY & ADMIN	432-2-200-005-000	33.75
GSD-ADMIN SERVICES DIVISI	CC025427	12/05/2023	DISIBILITY & ADMIN	435-2-200-005-000	5.48
GSD-ADMIN SERVICES DIVISI	CC025427	12/05/2023	DISIBILITY & ADMIN	437-2-200-005-000	22.50
GSD-ADMIN SERVICES DIVISI	CC025427	12/05/2023	DISIBILITY & ADMIN	452-2-200-005-000	85.58
GSD-ADMIN SERVICES DIVISI	CC025428	12/05/2023	VISION PREMIUMS	401-2-200-021-000	1,250.56
GSD-ADMIN SERVICES DIVISI	CC025428	12/05/2023	VISION PREMIUMS	402-2-200-021-000	289.49
GSD-ADMIN SERVICES DIVISI	CC025428	12/05/2023	VISION PREMIUMS	427-2-200-021-000	22.66
GSD-ADMIN SERVICES DIVISI	CC025428	12/05/2023	VISION PREMIUMS	432-2-200-021-000	42.96
GSD-ADMIN SERVICES DIVISI	CC025428	12/05/2023	VISION PREMIUMS	435-2-200-021-000	32.30
GSD-ADMIN SERVICES DIVISI	CC025428	12/05/2023	VISION PREMIUMS	437-2-200-021-000	22.62
GSD-ADMIN SERVICES DIVISI	CC025428	12/05/2023	VISION PREMIUMS	452-2-200-021-000	89.87
GSD-ADMIN SERVICES DIVISI	CC025429	12/05/2023	DELTA DENTAL PREMIUMS	401-2-200-201-000	1,305.63
GSD-ADMIN SERVICES DIVISI	CC025429	12/05/2023	DELTA DENTAL PREMIUMS	402-2-200-201-000	64.61
GSD-ADMIN SERVICES DIVISI	CC025429	12/05/2023	DELTA DENTAL PREMIUMS	427-2-200-201-000	96.94
GSD-ADMIN SERVICES DIVISI	CC025429	12/05/2023	DELTA DENTAL PREMIUMS	437-2-200-201-000	64.61
Vendor GSD-ADMIN SERVICES DIVISION Total:					178,783.79

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: HAGERMAN MUNICIPAL SCHOOLS					
HAGERMAN MUNICIPAL SCH	FY24-5HAG-TNT	12/06/2023	DWI DISTRIBUTION/ FY 23/2	432-7-761-267-000	1,000.00
Vendor HAGERMAN MUNICIPAL SCHOOLS Total:					1,000.00
Vendor: HERITAGE MEMORIAL ALLIANCE					
HERITAGE MEMORIAL ALLIA	11393	12/04/2023	PERMIT # 6240	427-6-639-296-000	1,000.00
HERITAGE MEMORIAL ALLIA	11579	12/04/2023	PERMIT # 6243	427-6-639-296-000	1,000.00
HERITAGE MEMORIAL ALLIA	11580	12/04/2023	PERMIT # 6245	427-6-639-296-000	1,000.00
HERITAGE MEMORIAL ALLIA	11581	12/04/2023	PERMIT # 6244	427-6-639-296-000	1,000.00
Vendor HERITAGE MEMORIAL ALLIANCE Total:					4,000.00
Vendor: INDIGENT HEALTHCARE SOLUTIONS					
INDIGENT HEALTHCARE SOL	76949	12/01/2023	IHC SOFTWARE EXPENSE/FY	427-6-638-260-000	1,363.38
Vendor INDIGENT HEALTHCARE SOLUTIONS Total:					1,363.38
Vendor: ITS QUEST, INC					
ITS QUEST, INC	901235	12/01/2023	TEMP/CARRILLO/SATTERFIEL	402-6-653-104-000	1,373.63
ITS QUEST, INC	901255	12/01/2023	TEMP/ CARRILLO/SATTERFIEL	402-6-653-104-000	1,373.63
ITS QUEST, INC	901256	12/01/2023	TEMP/ SNIPES	402-6-653-104-000	515.11
ITS QUEST, INC	901443	12/01/2023	TEMP/SATTERFIELD	402-6-653-104-000	588.70
Vendor ITS QUEST, INC Total:					3,851.07
Vendor: JOHNSON CONTROLS FIRE PROTECTION LP					
JOHNSON CONTROLS FIRE P	23864834	12/02/2023	FIRE SUPPRESSION INSPECTI	401-6-696-267-000	796.56
JOHNSON CONTROLS FIRE P	23864853	12/02/2023	FIRE SUPPRESSION INSPECTI	401-6-692-267-000	400.63
Vendor JOHNSON CONTROLS FIRE PROTECTION LP Total:					1,197.19
Vendor: K-DIN DANE COX					
K-DIN DANE COX	CC025433	12/07/2023	PPE 11/13/2022	401-7-752-102-000	675.99
Vendor K-DIN DANE COX Total:					675.99
Vendor: LA CASA DE BUENA SALUD INC					
LA CASA DE BUENA SALUD I	FY24-2LABH	12/04/2023	GRANT TREATMENT/ FY 23-2	432-7-762-267-000	3,333.33
Vendor LA CASA DE BUENA SALUD INC Total:					3,333.33
Vendor: LAKE ARTHUR MUNICIPAL SCHOOLS					
LAKE ARTHUR MUNICIPAL SC	FY24-5LA-TNT	12/04/2023	DWI DISTRIBUTION FY 23/24	432-7-761-267-000	1,000.00
Vendor LAKE ARTHUR MUNICIPAL SCHOOLS Total:					1,000.00
Vendor: LOVELACE HEALTH SYSTEMS INC					
LOVELACE HEALTH SYSTEMS	CC025430	12/05/2023	ACCT# H1000979241500	427-6-639-270-000	833.03
LOVELACE HEALTH SYSTEMS	CC025436	12/05/2023	ACCT# H1000977953500	427-6-639-270-000	480.12
Vendor LOVELACE HEALTH SYSTEMS INC Total:					1,313.15
Vendor: MASOUD KHORSAND-SAHBAIE, MD PA					
MASOUD KHORSAND-SAHBA	CC025437	12/05/2023	ACCT# 38932	427-6-639-270-000	39.52
Vendor MASOUD KHORSAND-SAHBAIE, MD PA Total:					39.52
Vendor: MIRANDA PEST CONTROL					
MIRANDA PEST CONTROL	CC025418	12/01/2023	PEST CONTROL SERVICES	412-8-815-267-000	53.92
MIRANDA PEST CONTROL	CC025419	12/01/2023	Pest Control Services	412-8-815-267-000	64.70
MIRANDA PEST CONTROL	CC025420	12/01/2023	Pest Control Services	412-8-815-267-000	26.96
MIRANDA PEST CONTROL	CC025421	12/01/2023	Pest Control Services	412-8-815-267-000	26.96
Vendor MIRANDA PEST CONTROL Total:					172.54
Vendor: NES ARIZONA INC					
NES ARIZONA INC	CC025406	12/01/2023	ACCT# 951325V25099	427-6-639-270-000	397.45
Vendor NES ARIZONA INC Total:					397.45
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC025407	12/01/2023	ACCT# 076281612-0786941-	401-6-693-341-000	29.04
NEW MEXICO GAS COMPAN	CC025408	12/01/2023	ACCT# 115435453-1390459-	452-8-832-341-000	52.93
NEW MEXICO GAS COMPAN	CC025409	12/01/2023	ACCT# 076846512-1202378-	411-8-814-341-000	44.63
NEW MEXICO GAS COMPAN	CC025410	12/01/2023	ACCT# 075706312-1236482-	414-8-819-341-000	62.19
NEW MEXICO GAS COMPAN	CC025438	12/01/2023	COURTHOUSE	401-6-645-341-000	534.02
NEW MEXICO GAS COMPAN	CC025438	12/01/2023	ACCT# 076424512-0788370-	401-6-692-341-000	241.08
NEW MEXICO GAS COMPAN	CC025438	12/01/2023	COURTHOUSE	401-6-692-341-000	2,728.99
Vendor NEW MEXICO GAS COMPANY INC Total:					3,692.88

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: NEW MEXICO SONOGRAPHICS INC					
NEW MEXICO SONOGRAPHI	CC025432	12/05/2023	ACCT# 34826A	427-6-639-270-000	408.02
Vendor NEW MEXICO SONOGRAPHICS INC Total:					408.02
Vendor: NEW MEXICO YOUTH CHALLENGE ACADEMY FOUNDATION					
NEW MEXICO YOUTH CHALL	CC025411	12/03/2023	KCCB/ DEC 3/ CLEANUP	631-8-872-260-000	400.00
Vendor NEW MEXICO YOUTH CHALLENGE ACADEMY FOUNDATION Total:					400.00
Vendor: PATRICIA JOHNSON					
PATRICIA JOHNSON	FY24-55C	12/04/2023	GRANT TREATMENT/ FY 23-2	432-7-762-267-000	4,166.66
Vendor PATRICIA JOHNSON Total:					4,166.66
Vendor: PLUTO ACQUISITION OpCo, LLC					
PLUTO ACQUISITION OpCo, L	202311012802	12/01/2023	EMPLOYEE BACKGROUND SC	401-6-613-260-000	211.30
Vendor PLUTO ACQUISITION OpCo, LLC Total:					211.30
Vendor: QUADIENT FINANCE USA, INC					
QUADIENT FINANCE USA, IN	Q1086336	12/01/2023	CUST # 00745203	401-6-619-339-000	1,522.47
Vendor QUADIENT FINANCE USA, INC Total:					1,522.47
Vendor: RICHARD T SMITH					
RICHARD T SMITH	004	12/01/2023	CONSULT FLOOD/HYDROLOGY	452-8-832-260-000	1,237.20
Vendor RICHARD T SMITH Total:					1,237.20
Vendor: ROADRUNNER HEALTH SERVICES, LLC					
ROADRUNNER HEALTH SERVI	1298	12/04/2023	MED CARE/MENTAL HEALTH	427-6-639-268-000	185,015.99
Vendor ROADRUNNER HEALTH SERVICES, LLC Total:					185,015.99
Vendor: ROSWELL CHAVES COUNTY EDC					
ROSWELL CHAVES COUNTY E	CC24-0006	12/01/2023	ANNUAL ALLCOATION 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	CC025412	12/01/2023	ACCT # 1712190V1610	427-6-639-270-000	148.18
ROSWELL CLINIC CORP	CC025431	12/05/2023	ACCT# 1713663V1610	427-6-639-270-000	10.33
Vendor ROSWELL CLINIC CORP Total:					158.51
Vendor: ROSWELL DAILY RECORD					
ROSWELL DAILY RECORD	00293836	12/01/2023	LEGAL AD# 00293836	401-6-624-252-000	4,480.84
Vendor ROSWELL DAILY RECORD Total:					4,480.84
Vendor: ROSWELL HOSPITAL CORPORATION					
ROSWELL HOSPITAL CORPOR	CC025413	12/04/2023	ACCT# VAW47891	427-6-639-270-000	14,961.33
Vendor ROSWELL HOSPITAL CORPORATION Total:					14,961.33
Vendor: ROSWELL W.F.L.					
ROSWELL W.F.L.	FY24-5WT	12/07/2023	JJAC / FY 23-24	631-8-885-267-000	3,630.00
Vendor ROSWELL W.F.L. Total:					3,630.00
Vendor: S RESOURCE, INCORPORATED					
S RESOURCE, INCORPORATE	105-23	12/01/2023	SALARY SURVEY FY 23-24	401-6-613-260-000	3,072.66
Vendor S RESOURCE, INCORPORATED Total:					3,072.66
Vendor: SECURITY ADVISOR, LLC					
SECURITY ADVISOR, LLC	606	12/01/2023	SECURITY ADVISOR/CONSUL	650-6-684-260-000	7,900.66
Vendor SECURITY ADVISOR, LLC Total:					7,900.66
Vendor: SPINE AND ORTHROPEDIC CENTER OF NM					
SPINE AND ORTHROPEDIC CE	CC025414	12/04/2023	ACCT# 132709V7206	427-6-639-270-000	130.36
Vendor SPINE AND ORTHROPEDIC CENTER OF NM Total:					130.36
Vendor: STANTON L RIGGS ATTORNEY AT LAW, LLC					
STANTON L RIGGS ATTORNEY	2023-019	12/01/2023	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.	92852	12/01/2023	SUPPLIES	402-6-653-230-000	675.12
Vendor STARR JANITORIAL INC. Total:					675.12
Vendor: TEXAS-NEW MEXICO NEWSPAPERS, LLC					
TEXAS-NEW MEXICO NEWSP	0006013195-1	12/01/2023	ITB-24-2 RE-BID 2ND PVRCC	401-6-625-252-000	67.12
TEXAS-NEW MEXICO NEWSP	0006013195	12/01/2023	ITB-24-2 PUBLIC HEALTH OFF	401-6-625-252-000	132.40

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TEXAS-NEW MEXICO NEWSP	0006084592	12/01/2023	ITB-24-1 PUBLIC HEALTH RE-	401-6-625-252-000	130.36
Vendor TEXAS-NEW MEXICO NEWSPAPERS, LLC Total:					329.88
Vendor: THE ROSWELL REFUGE					
THE ROSWELL REFUGE	FY24-5RR	12/04/2023	DWI DISTRIBUTION FY 23-24	432-7-761-267-000	2,000.00
Vendor THE ROSWELL REFUGE Total:					2,000.00
Vendor: TOWN OF DEXTER					
TOWN OF DEXTER	CC025415	12/01/2023	ACCT# 1085	401-6-693-341-000	99.23
Vendor TOWN OF DEXTER Total:					99.23
Vendor: U.S. POSTAL SERVICE					
U.S. POSTAL SERVICE	CC025416	12/04/2023	ASSESSORS/ACCT 239236	401-7-731-339-000	300.00
Vendor U.S. POSTAL SERVICE Total:					300.00
Vendor: VERIZON CONNECT NWF INC.					
VERIZON CONNECT NWF INC	OSV000003204160	12/01/2023	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	35386228	12/01/2023	ACCT# 016-1539865-000	650-6-684-251-000	373.44
VISUAL EDGE IT, INC	35436252	12/04/2023	ACCT# 007-1902961-000	408-8-812-251-000	135.78
Vendor VISUAL EDGE IT, INC Total:					509.22
Vendor: WASTE CONNECTIONS OF N.M.					
WASTE CONNECTIONS OF N.	3808122V830	12/01/2023	ACCT# 5830688853	452-8-832-267-000	177.30
Vendor WASTE CONNECTIONS OF N.M. Total:					177.30
Grand Total:					495,268.17

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	150,896.11
402 - ROAD FUND	38,810.17
408 - EAST GRAND PLAINS VOLFIRE	174.18
410 - MIDWAY VOLUNTEER FIRE FND	368.90
411 - BERRENDO VOLUNTEER FIRE	1,361.55
412 - SIERRA VOLUNTEER FIRE FND	1,331.35
414 - CC FIRE DIST #8 VOL FIRE	169.91
427 - INDIGENT HOSPITAL CLAIMS	210,082.69
432 - DWI GRANT FUNDS	21,599.02
435 - CORRECTION GRANTS	3,139.52
437 - ENVIRONMENTAL TAX	2,948.47
452 - FLOOD CONTROL	14,204.71
605 - ECONOMIC DEVELOPMENT PROJ	12,500.00
631 - OTHER GRANTS & CONTRACTS	25,723.33
650 - DETENTION CONSTRUCTION PJ	11,958.26
Grand Total:	495,268.17

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-005-000	GROUP INSURANCE PAY	2,482.56
401-2-200-007-000	MEDICAL INSURANCE PA	119,105.01
401-2-200-021-000	VISION CARE PAYABLE	1,250.56
401-2-200-201-000	Delta Dental	1,305.63
401-6-611-260-000	PROFESSIONAL SERVICE	8,520.54
401-6-613-260-000	PROFESSIONAL SERVICE	3,283.96
401-6-619-267-000	CONTRACTUAL SERVICES	2,039.94
401-6-619-339-000	POSTAGE/FREIGHT	1,522.47
401-6-624-252-000	PRINTING/PUBLISHING	4,480.84
401-6-625-252-000	PRINTING/PUBLISHING	329.88
401-6-645-341-000	UTILITIES	534.02
401-6-691-243-000	HIGHWAY LIGHTS	659.92
401-6-691-341-000	UTILITIES	39.31
401-6-692-267-000	CONTRACTUAL SERVICES	400.63
401-6-692-341-000	UTILITIES	2,970.07
401-6-693-341-000	UTILITIES	128.27
401-6-696-267-000	CONTRACTUAL SERVICES	796.56
401-7-731-339-000	POSTAGE/FREIGHT	300.00
401-7-752-102-000	REGULAR SALARIES	675.99
401-7-752-221-000	VEH/HVY EQUIP. REPAIR	69.95
402-2-200-005-000	GROUP INSURANCE PAY	604.93
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
402-6-651-341-000	UTILITIES	49.95
402-6-653-104-000	TEMPORARY SALARIES	3,851.07
402-6-653-230-000	SUPPLIES/TOOLS	675.12
402-6-653-291-000	ROAD PROJECTS-OTHER	276.18
408-8-812-251-000	RENTALS	135.78
408-8-812-341-000	UTILITIES	38.40
410-8-816-341-000	UTILITIES	368.90
411-8-814-221-000	VEH/HVY EQUIP. REPAIR	1,161.82
411-8-814-341-000	UTILITIES	199.73
412-8-815-221-000	VEH/HVY EQUIP. REPAIR	1,158.81
412-8-815-267-000	CONTRACTUAL SERVICES	172.54
414-8-819-341-000	UTILITIES	169.91
427-2-200-005-000	GROUP INSURANCE PAY	68.94
427-2-200-007-000	MEDICAL INSURANCE PA	2,106.44
427-2-200-021-000	VISION CARE PAYABLE	22.66
427-2-200-201-000	VOUCHERS PAYABLE	96.94

Account Summary

Account Number	Account Name	Expense Amount
427-6-638-260-000	PROFESSIONAL SERVICE	1,363.38
427-6-639-268-000	CARE OF PRISONER SER	185,015.99
427-6-639-270-000	PAYMENT OF HOSPITAL	17,408.34
427-6-639-296-000	INDIGENT BURIAL	4,000.00
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	9,940.99
432-7-762-267-000	CONTRACTUAL SERVICES	8,055.55
435-2-200-005-000	GROUP INSURANCE PAY	23.16
435-2-200-007-000	MEDICAL INSURANCE PA	3,084.06
435-2-200-021-000	VISION CARE PAYABLE	32.30
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	229.03
452-2-200-005-000	GROUP INSURANCE PAY	308.81
452-2-200-007-000	MEDICAL INSURANCE PA	8,527.08
452-2-200-021-000	VISION CARE PAYABLE	89.87
452-8-832-223-000	VEHICLE FUELS	3,718.84
452-8-832-230-000	SUPPLIES/TOOLS	34.50
452-8-832-260-000	PROFESSIONAL SERVICE	1,237.20
452-8-832-267-000	CONTRACTUAL SERVICES	177.30
452-8-832-341-000	UTILITIES	111.11
605-6-672-428-000	ECONOMIC GRANTS TO	12,500.00
631-8-872-260-000	PROFESSIONAL SERVICE	800.00
631-8-883-260-000	PROFESSIONAL SERVICE	6,465.00
631-8-885-267-000	OTHER CONTRACT SERVI	10,125.00
631-8-889-230-000	SUPPLIES	8,333.33
650-6-684-228-000	TRANSPORT PRISONERS	10.00
650-6-684-230-000	SUPPLIES/TOOLS	3,674.16
650-6-684-251-000	RENTALS	373.44
650-6-684-260-000	PROFESSIONAL SERVICE	7,900.66
	Grand Total:	495,268.17

Project Account Summary

Project Account Key	Expense Amount
None	495,268.17
Grand Total:	495,268.17

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 written in a cursive style across the stamp.



Expense Approval Register

Packet: APPKT02810 - CHECK RUN 12/15/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: B DIAMOND INFRA LLC					
B DIAMOND INFRA LLC	006369	12/01/2023	DECEMBER RENT/ FY 23-24 C	401-7-751-251-000	601.00
B DIAMOND INFRA LLC	CC025461	12/01/2023	ANNUAL FOREST SERVICE FE	401-7-751-253-000	671.97
Vendor B DIAMOND INFRA LLC Total:					1,272.97
Vendor: BELL GAS INC.					
BELL GAS INC.	37396	12/06/2023	ACCT# 10693	402-6-653-223-000	20,114.00
Vendor BELL GAS INC. Total:					20,114.00
Vendor: BELL GAS INC					
BELL GAS INC	315560	12/06/2023	ICE FOR ROAD	402-6-653-230-000	234.50
Vendor BELL GAS INC Total:					234.50
Vendor: CARRIE HARDY					
CARRIE HARDY	INV0011243	12/14/2023	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
Vendor CARRIE HARDY Total:					250.00
Vendor: CATERPILLAR FINANCIAL SERVICES					
CATERPILLAR FINANCIAL SER	34719175	12/02/2023	CUST# 2476550	452-8-832-375-000	9,419.95
Vendor CATERPILLAR FINANCIAL SERVICES Total:					9,419.95
Vendor: CENTRAL NM CORRECTIONAL FACILITY					
CENTRAL NM CORRECTIONA	5D-24CCDC	12/04/2023	HOUSING INMATES FOR CCD	650-6-684-268-000	5,042.40
Vendor CENTRAL NM CORRECTIONAL FACILITY Total:					5,042.40
Vendor: CINTAS CORPORATION #2					
CINTAS CORPORATION #2	8406569963	12/08/2023	CUST# 10187763	402-6-653-230-000	215.75
Vendor CINTAS CORPORATION #2 Total:					215.75
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC025460	12/01/2023	ACCT# 44	437-6-659-242-000	13,968.60
Vendor CITY OF ROSWELL Total:					13,968.60
Vendor: DEERE CREDIT, INC					
DEERE CREDIT, INC	0069875	12/07/2023	ACCT# 030-0069875-000	402-6-681-373-000	167,283.06
DEERE CREDIT, INC	0069878	12/07/2023	ACCT# 030-0069878-000	402-6-681-373-000	167,283.06
DEERE CREDIT, INC	2855140	12/07/2023	ACCT# 030-0074601-000	402-6-653-251-000	6,258.03
Vendor DEERE CREDIT, INC Total:					340,824.15
Vendor: DONA ANA COUNTY					
DONA ANA COUNTY	50094696	12/08/2023	JUVIE INMATE HOUSING	401-6-645-268-000	29,800.00
Vendor DONA ANA COUNTY Total:					29,800.00
Vendor: DOROTHY NAJAR					
DOROTHY NAJAR	CC025312-1	12/01/2023	2023 ELECTION TRAINING	631-8-872-231-000	30.00
DOROTHY NAJAR	CC025312-1	12/01/2023	2023 ELECTION	631-8-872-231-000	400.00
Vendor DOROTHY NAJAR Total:					430.00
Vendor: ELIOR INC					
ELIOR INC	INV2000193041	12/06/2023	CUST ID: C1921000	650-6-684-264-000	51,220.11
Vendor ELIOR INC Total:					51,220.11
Vendor: FORREST TIRE OF ROSWELL, NM INC.					
FORREST TIRE OF ROSWELL,	1071957	12/06/2023	SERV UNIT# 929	401-7-752-221-000	69.95
FORREST TIRE OF ROSWELL,	1071994	12/07/2023	SERV UNIT # 1008	401-7-752-221-000	69.95
FORREST TIRE OF ROSWELL,	1072012	12/11/2023	TIRES FOR F-150s/ CCSO	401-7-752-221-000	3,947.20
FORREST TIRE OF ROSWELL,	1072060	12/11/2023	SERV UNIT# 981	401-7-752-221-000	69.95
FORREST TIRE OF ROSWELL,	1072061	12/11/2023	SERV UNIT # 978Q	401-7-752-221-000	69.95
Vendor FORREST TIRE OF ROSWELL, NM INC. Total:					4,227.00
Vendor: HERITAGE MEMORIAL ALLIANCE					
HERITAGE MEMORIAL ALLIA	11556	12/11/2023	PERMIT # 6201	427-6-639-296-000	1,000.00
HERITAGE MEMORIAL ALLIA	11557	12/11/2023	PERMIT # 6202	427-6-639-296-000	1,000.00

Expense Approval Register

Packet: APPKT02810 - CHECK RUN 12/15/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HERITAGE MEMORIAL ALLIA	11559	12/11/2023	PERMIT # 6248	427-6-639-296-000	1,000.00
Vendor HERITAGE MEMORIAL ALLIANCE Total:					3,000.00
Vendor: ITS QUEST, INC					
ITS QUEST, INC	901457	12/06/2023	TEMP/ SATTERFIELD	402-6-653-104-000	784.93
ITS QUEST, INC	901475	12/13/2023	TEMP/ SATTERFIELD	402-6-653-104-000	784.93
Vendor ITS QUEST, INC Total:					1,569.86
Vendor: IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507					
IUPA, CHAVES COUNTY SHER	INV0011251	12/14/2023	Jeromy W. Parmer Union Du	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011252	12/14/2023	John White Union Dues	401-2-200-010-000	25.00
Vendor IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507 Total:					50.00
Vendor: KANSAS STATE BANK OF MANHATTAN					
KANSAS STATE BANK OF MA	27-7	12/13/2023	ACCT# 3359234	402-6-653-251-000	2,670.85
KANSAS STATE BANK OF MA	39-5	12/13/2023	ACCT# 3357431	402-6-653-251-000	1,647.40
KANSAS STATE BANK OF MA	45-5	12/13/2023	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	J11-2023	12/01/2023	JUVIE INMATE HOUSING	401-6-645-268-000	32,250.00
Vendor LEA COUNTY Total:					32,250.00
Vendor: MICHAEL R LA CASSE					
MICHAEL R LA CASSE	CC025459	12/01/2023	FUEL REIMBURSEMENT/ABQ	402-6-653-227-000	40.01
Vendor MICHAEL R LA CASSE Total:					40.01
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC025444	12/07/2023	ACCT# 076846512-0792590-	411-8-814-341-000	218.56
NEW MEXICO GAS COMPAN	CC025445	12/07/2023	ACCT# 077937001-0803495-	411-8-814-341-000	109.73
NEW MEXICO GAS COMPAN	CC025457	12/08/2023	ACCT# 077058012-0794705-	410-8-816-341-000	250.45
NEW MEXICO GAS COMPAN	CC025458	12/08/2023	ACCT# 077227312-123785-6	408-8-812-341-000	70.66
Vendor NEW MEXICO GAS COMPANY INC Total:					649.40
Vendor: NEWMEX FUNERAL SERVICES INC					
NEWMEX FUNERAL SERVICE	1810-202334	12/12/2023	PERMIT # 4907	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	INV0011234	12/06/2023	NM RETIREE HEALTH CARE P	401-2-200-020-000	17.55
NM RETIREE HEALTH CARE A	INV0011249	12/14/2023	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,827.40
NM RETIREE HEALTH CARE A	INV0011249	12/14/2023	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,530.36
NM RETIREE HEALTH CARE A	INV0011249	12/14/2023	NM RETIREE HEALTH CARE P	427-2-200-020-000	115.50
NM RETIREE HEALTH CARE A	INV0011249	12/14/2023	NM RETIREE HEALTH CARE P	432-2-200-020-000	171.28
NM RETIREE HEALTH CARE A	INV0011249	12/14/2023	NM RETIREE HEALTH CARE P	435-2-200-020-000	161.61
NM RETIREE HEALTH CARE A	INV0011249	12/14/2023	NM RETIREE HEALTH CARE P	437-2-200-020-000	74.38
NM RETIREE HEALTH CARE A	INV0011249	12/14/2023	NM RETIREE HEALTH CARE P	452-2-200-020-000	543.13
NM RETIREE HEALTH CARE A	INV0011250	12/14/2023	NM Retiree HealthCare Law	401-2-200-020-000	2,645.55
Vendor NM RETIREE HEALTH CARE AUTHORITY Total:					12,086.76
Vendor: ORALIA TORRES					
ORALIA TORRES	1994	12/04/2023	ADVISORY SERVICES	401-7-741-260-000	25.00
Vendor ORALIA TORRES Total:					25.00
Vendor: ROADRUNNER HEALTH SERVICES, LLC					
ROADRUNNER HEALTH SERVI	1309	12/12/2023	INMATE MEDICAL/MENTAL	427-6-639-268-000	23,483.93
ROADRUNNER HEALTH SERVI	1310	12/12/2023	INMATE MED CARE/ MENTAL	427-6-639-268-000	39,139.88
Vendor ROADRUNNER HEALTH SERVICES, LLC Total:					62,623.81
Vendor: ROOSEVELT COUNTY					
ROOSEVELT COUNTY	104	12/05/2023	HOUSING INMATE FOR CCDC	650-6-684-268-000	3,750.00
Vendor ROOSEVELT COUNTY Total:					3,750.00
Vendor: ROSWELL CLINIC CORP					
ROSWELL CLINIC CORP	CC025453	12/11/2023	ACCT# 1714299V1610	427-6-639-270-000	84.57
ROSWELL CLINIC CORP	CC025454	12/11/2023	ACCT# 1714299V1610	427-6-639-270-000	56.42
ROSWELL CLINIC CORP	CC025455	12/11/2023	ACCT# 1714299V1610	427-6-639-270-000	114.38
Vendor ROSWELL CLINIC CORP Total:					255.37

Expense Approval Register

Packet: APPKT02810 - CHECK RUN 12/15/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ROSWELL DAILY RECORD					
ROSWELL DAILY RECORD	00292886	12/12/2023	NEWSPAPER PUBLICATIONS	401-7-741-252-000	180.74
ROSWELL DAILY RECORD	00292889	12/12/2023	NEWSPAPER PUBLICATIONS	401-7-741-252-000	180.74
ROSWELL DAILY RECORD	00292890	12/12/2023	NEWSPAPER PUBLICATIONS	401-7-741-252-000	180.74
ROSWELL DAILY RECORD	00294232	12/07/2023	LEGAL AD# 00294232	401-6-632-252-000	37.57
Vendor ROSWELL DAILY RECORD Total:					579.79
Vendor: SAN JUAN COUNTY					
SAN JUAN COUNTY	001-5	12/04/2023	JUVIE INMATE HOUSING	401-6-645-268-000	13,750.00
Vendor SAN JUAN COUNTY Total:					13,750.00
Vendor: SANTA FE COUNTY					
SANTA FE COUNTY	CHAV11-2023	12/04/2023	HOUSING FOR CCDC	650-6-684-268-000	1,330.00
Vendor SANTA FE COUNTY Total:					1,330.00
Vendor: SECURITY TRANSPORT SERVICES INC					
SECURITY TRANSPORT SERVI	4016	12/12/2023	TRANSPORT/ADAMS CO - CC	650-6-684-228-000	1,872.97
Vendor SECURITY TRANSPORT SERVICES INC Total:					1,872.97
Vendor: SPINE AND ORTHROPEDIC CENTER OF NM					
SPINE AND ORTHROPEDIC CE	CC025456	12/11/2023	ACCT# 132886V7206	427-6-639-270-000	298.05
Vendor SPINE AND ORTHROPEDIC CENTER OF NM Total:					298.05
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0011241	12/14/2023	000454540-MENDOZA	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0011245	12/14/2023	000480470- SANCHEZ	401-2-200-018-000	160.46
STATE OF NEW MEXICO	INV0011246	12/14/2023	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	INV0011242	12/14/2023	0013625446-COBOS	401-2-200-018-000	327.23
TEXAS CHILD SUPPORT SDU	INV0011244	12/14/2023	0009646845 MATTA,RAY	435-2-200-011-000	276.92
Vendor TEXAS CHILD SUPPORT SDU Total:					604.15
Vendor: UTILITY ASSOCIATES, INC					
UTILITY ASSOCIATES, INC	44316	12/01/2023	ANNUAL INSTALLMENT	635-6-682-375-000	29,090.63
Vendor UTILITY ASSOCIATES, INC Total:					29,090.63
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	35436251	12/04/2023	ACCT# 016-1579071-000	432-7-761-251-000	258.30
VISUAL EDGE IT, INC	35464812	12/07/2023	ACCT# 009-1889587-000	401-7-751-375-000	743.38
VISUAL EDGE IT, INC	35475066	12/08/2023	ACCT# 017-1663050-000	650-6-684-251-000	410.69
VISUAL EDGE IT, INC	35486369	12/11/2023	ACCT# 009-1919363-000	401-6-631-251-000	146.37
Vendor VISUAL EDGE IT, INC Total:					1,558.74
Vendor: WEX BANK					
WEX BANK	CC025446	12/01/2023	ACCT# 0496-00-237636-6	401-7-752-223-000	1,126.31
Vendor WEX BANK Total:					1,126.31
Grand Total:					650,916.53

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	94,331.93
402 - ROAD FUND	370,621.50
408 - EAST GRAND PLAINS VOLFIRE	70.66
410 - MIDWAY VOLUNTEER FIRE FND	250.45
411 - BERRENDO VOLUNTEER FIRE	328.29
427 - INDIGENT HOSPITAL CLAIMS	67,292.73
432 - DWI GRANT FUNDS	429.58
435 - CORRECTION GRANTS	438.53
437 - ENVIRONMENTAL TAX	14,042.98
452 - FLOOD CONTROL	9,963.08
631 - OTHER GRANTS & CONTRACTS	430.00
635 - EMERGENCY/CAPITAL OUTLAY	29,090.63
650 - DETENTION CONSTRUCTION PJ	63,626.17
Grand Total:	650,916.53

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	50.00
401-2-200-018-000	CHILD ENFORCEMENT P	870.61
401-2-200-020-000	RETIREE H/C PAYABLE	9,490.50
401-6-631-251-000	RENTALS	146.37
401-6-632-252-000	PRINTING/PUBLISHING	37.57
401-6-645-268-000	CARE OF PRISONER SER	75,800.00
401-7-741-252-000	PRINTING/PUBLISHING	542.22
401-7-741-260-000	PROFESSIONAL SERVICE	25.00
401-7-751-251-000	RENTALS	601.00
401-7-751-253-000	DUES & OTHER FEES	671.97
401-7-751-375-000	LEASE PURCHASE	743.38
401-7-752-221-000	VEH/HVY EQUIP. REPAIR	4,227.00
401-7-752-223-000	VEHICLE FUELS	1,126.31
402-2-200-018-000	CHILD ENFORCEMENT P	189.69
402-2-200-020-000	RETIREE H/C PAYABLE	1,530.36
402-6-653-104-000	TEMPORARY SALARIES	1,569.86
402-6-653-223-000	VEHICLE FUELS	20,114.00
402-6-653-227-000	TRANSPORTATION EXPE	40.01
402-6-653-230-000	SUPPLIES/TOOLS	450.25
402-6-653-251-000	RENTALS	12,161.21
402-6-681-373-000	HEAVY EQUIPMENT	334,566.12
408-8-812-341-000	UTILITIES	70.66
410-8-816-341-000	UTILITIES	250.45
411-8-814-341-000	UTILITIES	328.29
427-2-200-020-000	RETIREE H/C PAYABLE	115.50
427-6-639-268-000	CARE OF PRISONER SER	62,623.81
427-6-639-270-000	PAYMENT OF HOSPITAL	553.42
427-6-639-296-000	INDIGENT BURIAL	4,000.00
432-2-200-020-000	RETIREE H/C PAYABLE	171.28
432-7-761-251-000	RENTALS	258.30
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
437-6-659-242-000	LANDFILL EXPENSES	13,968.60
452-2-200-020-000	RETIREE H/C PAYABLE	543.13
452-8-832-375-000	LEASE PURCHASE	9,419.95
631-8-872-231-000	SOS GRANT	430.00
635-6-682-375-000	LEASE PURCHASES	29,090.63
650-6-684-228-000	TRANSPORT PRISONERS	1,872.97
650-6-684-251-000	RENTALS	410.69
650-6-684-264-000	FEEDING OF PRISONERS	51,220.11
650-6-684-268-000	HOUSING OF PRISONERS	10,122.40

Account Summary

Account Number	Account Name	Expense Amount
650-6-684-268-000	HOUSING OF PRISONERS	
	Grand Total:	<u>650,916.53</u>

Project Account Summary

Project Account Key	Expense Amount
None	
	<u>650,916.53</u>
Grand Total:	650,916.53

Approved for Payment
BUC Swan



Expense Approval Register

Packet: APPKT02814 - CHECK RUN 12/22/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 4 RIVERS HOLDINGS, LLC					
4 RIVERS HOLDINGS, LLC	1558351	12/05/2023	ACCT# 32873/ REVISED WAR	402-6-681-373-000	18,978.00
4 RIVERS HOLDINGS, LLC	1558357	12/05/2023	ACCT# 32873/ REVISED WAR	402-6-681-373-000	18,978.00
Vendor 4 RIVERS HOLDINGS, LLC Total:					37,956.00
Vendor: AMERICAN MEDICAL RESPONSE AMBULANCE					
AMERICAN MEDICAL RESPO	CC025464	12/21/2023	IHC MEETING CLAIMS FOR IN	427-6-639-270-000	2,440.05
Vendor AMERICAN MEDICAL RESPONSE AMBULANCE Total:					2,440.05
Vendor: AMERICAN STEWARDS OF LIBERTY					
AMERICAN STEWARDS OF LI	1289	12/14/2023	CONSULTING SERVICES	401-6-619-260-000	1,500.00
Vendor AMERICAN STEWARDS OF LIBERTY Total:					1,500.00
Vendor: ARTESIA FIRE EQUIPMENT INC.					
ARTESIA FIRE EQUIPMENT IN	82446	12/11/2023	ANNUAL SERVICE TEST/ FY 2	413-8-818-221-000	1,776.16
Vendor ARTESIA FIRE EQUIPMENT INC. Total:					1,776.16
Vendor: ARTESIA GENERAL HOSPITAL					
ARTESIA GENERAL HOSPITAL	CC025463	12/19/2023	ACCT# A0553972001CLC	427-6-639-270-000	9.20
ARTESIA GENERAL HOSPITAL	CC025464	12/19/2023	ACCT# A0553972001CLC	427-6-639-270-000	4.18
Vendor ARTESIA GENERAL HOSPITAL Total:					13.38
Vendor: ASA ARCHITECTS					
ASA ARCHITECTS	4776	12/12/2023	SUTIE D REMODEL / ADMIN	631-8-884-225-000	3,049.99
Vendor ASA ARCHITECTS Total:					3,049.99
Vendor: BELL GAS INC.					
BELL GAS INC.	37468	12/06/2023	ACCT# 10020	452-8-832-223-000	2,867.00
Vendor BELL GAS INC. Total:					2,867.00
Vendor: BELL GAS INC					
BELL GAS INC	315521	12/18/2023	CUST # 460785	452-8-832-230-000	31.30
Vendor BELL GAS INC Total:					31.30
Vendor: CHALMERS FORD INC					
CHALMERS FORD INC	695780	12/18/2023	VIN# 1FTFW1E84PKG15601	452-8-832-372-000	47,663.00
Vendor CHALMERS FORD INC Total:					47,663.00
Vendor: EL PASO HEALTHCARE SYSTEM, LTD					
EL PASO HEALTHCARE SYSTE	CC025462	12/13/2023	ACCT# 105055809	427-6-639-270-000	2,661.16
Vendor EL PASO HEALTHCARE SYSTEM, LTD Total:					2,661.16
Vendor: ELITE MEDIA GROUP, LLC					
ELITE MEDIA GROUP, LLC	INV77810	12/18/2023	2407 N MAIN/ RENTAL B42	401-7-751-236-000	6,527.35
ELITE MEDIA GROUP, LLC	INV77811	12/18/2023	CCSO VINYL PRODUCTION/2	401-7-751-236-000	1,807.40
Vendor ELITE MEDIA GROUP, LLC Total:					8,334.75
Vendor: FORREST TIRE OF ROSWELL, NM INC.					
FORREST TIRE OF ROSWELL,	1072123	12/14/2023	ALIGNMENT/ NEW DOGE #1	401-7-752-221-000	69.95
FORREST TIRE OF ROSWELL,	1072124	12/14/2023	ALIGNMENT/NEW DODGE #	401-7-752-221-000	69.95
Vendor FORREST TIRE OF ROSWELL, NM INC. Total:					139.90
Vendor: HUITT-ZOLLARS, INC.					
HUITT-ZOLLARS, INC.	3146210206	12/01/2023	W BRASHER RD PROJECT	631-8-884-226-000	2,692.81
Vendor HUITT-ZOLLARS, INC. Total:					2,692.81
Vendor: JARAMILLO ACCOUNTING GROUP LLC					
JARAMILLO ACCOUNTING GR	2248	12/14/2023	AUDIT/ FY 2023/ FINAL	401-6-619-267-000	19,467.75
Vendor JARAMILLO ACCOUNTING GROUP LLC Total:					19,467.75
Vendor: JOHNNIE HECTOR LUJAN					
JOHNNIE HECTOR LUJAN	20230804A	12/01/2023	PRDUCTION VIDEO 10/11-12	432-7-762-230-000	1,500.00
Vendor JOHNNIE HECTOR LUJAN Total:					1,500.00

Expense Approval Register

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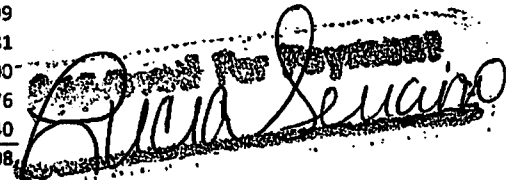
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: JOHNSON CONTROLS FIRE PROTECTION LP					
JOHNSON CONTROLS FIRE P	51503001	12/15/2023	SERVICE FIRE SUPPRESSION	401-6-696-257-000	800.81
Vendor JOHNSON CONTROLS FIRE PROTECTION LP Total:					800.81
Vendor: LA CASA DE BUENA SALUD					
LA CASA DE BUENA SALUD	CC025463	12/21/2023	IHC HEALTHCARE/DENTAL CL	427-6-639-273-000	18,442.45
Vendor LA CASA DE BUENA SALUD Total:					18,442.45
Vendor: MAIN STREET ANESTHESIA OF NM, LLC					
MAIN STREET ANESTHESIA O	CC05467	12/18/2023	ACCT# 3038404	427-6-639-270-000	140.07
Vendor MAIN STREET ANESTHESIA OF NM, LLC Total:					140.07
Vendor: MORPHO USA, INC					
MORPHO USA, INC	165231	12/18/2023	CCSO / CUST # CH420	401-7-751-249-000	2,850.96
Vendor MORPHO USA, INC Total:					2,850.96
Vendor: OLIVE TREE INVESTMENTS, LLC					
OLIVE TREE INVESTMENTS, L	CC025463	12/20/2023	110 E MESCALERO RD	635-6-682-375-000	15,000.00
Vendor OLIVE TREE INVESTMENTS, LLC Total:					15,000.00
Vendor: PATHOLOGY CONSULTANTS OF NEW MEXICO					
PATHOLOGY CONSULTANTS	CC025465	12/18/2023	ACCT# 001258320-00129558	427-6-639-270-000	368.13
Vendor PATHOLOGY CONSULTANTS OF NEW MEXICO Total:					368.13
Vendor: SHINY BOYS SERVICES, LLC					
SHINY BOYS SERVICES, LLC	1275	12/19/2023	RENTAL/ OCT,NOV,DEC2023	402-6-653-251-000	478.22
Vendor SHINY BOYS SERVICES, LLC Total:					478.22
Vendor: SPINE AND ORTHROPEDIC CENTER OF NM					
SPINE AND ORTHROPEDIC CE	CC025466	12/18/2023	ACCT# 132886V7206	427-6-639-270-000	941.36
Vendor SPINE AND ORTHROPEDIC CENTER OF NM Total:					941.36
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	93000	12/11/2023	SUPPLIES	650-6-684-230-000	442.76
STARR JANITORIAL INC.	93092	12/19/2023	SUPPLIES	401-6-691-230-000	99.55
Vendor STARR JANITORIAL INC. Total:					542.31
Vendor: TASCOSA OFFICE MACHINES					
TASCOSA OFFICE MACHINES	456666	12/12/2023	1 PALLET OF COPY PAPER	401-6-641-230-000	1,756.00
Vendor TASCOSA OFFICE MACHINES Total:					1,756.00
Vendor: TOWN OF HAGERMAN					
TOWN OF HAGERMAN	CC025466	12/20/2023	ACCT# 670	401-7-751-341-000	82.88
Vendor TOWN OF HAGERMAN Total:					82.88
Vendor: UNM HOSPITAL					
UNM HOSPITAL	CC025465	12/21/2023	IHC CLAIMS/ DEC 2023	427-6-639-270-000	552.52
Vendor UNM HOSPITAL Total:					552.52
Vendor: UNRUH FIRE INC					
UNRUH FIRE INC	2568	12/18/2023	FORD F550/ UFI11 BRUSH TR	408-8-812-372-000	99,493.64
UNRUH FIRE INC	2568	12/18/2023	FORD F550/ UFI11 BRUSH TR	425-8-829-372-000	109,125.00
Vendor UNRUH FIRE INC Total:					208,618.64
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	24AR1390075	12/19/2023	ACCT# BMK-CC81	432-7-761-237-000	13.49
VISUAL EDGE IT, INC	35464813	12/07/2023	ACCT# 015-1458791-000	620-7-725-375-000	220.29
VISUAL EDGE IT, INC	35502426	12/13/2023	ACCT# 025-1906606-000	401-7-721-375-000	270.30
VISUAL EDGE IT, INC	35507581	12/14/2023	ACCT# 025-1777394-000	670-6-671-375-000	2,437.40
VISUAL EDGE IT, INC	35512536	12/15/2023	ACCT# 016-1560570-000	452-8-832-251-000	343.00
Vendor VISUAL EDGE IT, INC Total:					3,284.48
Grand Total:					385,952.08

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	35,302.90
402 - ROAD FUND	38,434.22
408 - EAST GRAND PLAINS VOLFIRE	99,493.64
413 - RIO FELIX VOLUNTEER FIRE	1,776.16
425 - FIRE/AMBULANCE EXCISE TAX	109,125.00
427 - INDIGENT HOSPITAL CLAIMS	25,559.12
432 - DWI GRANT FUNDS	1,513.49
452 - FLOOD CONTROL	50,904.30
620 - CLERK RECORDING & FILING	220.29
631 - OTHER GRANTS & CONTRACTS	5,742.80
635 - EMERGENCY/CAPITAL OUTLAY	15,000.00
650 - DETENTION CONSTRUCTION PJ	442.76
670 - INTERNAL SERVICES	2,437.40
Grand Total:	385,952.08

Account Summary

Account Number	Account Name	Expense Amount
401-6-619-260-000	PROFESSIONAL SERVICE	1,500.00
401-6-619-267-000	CONTRACTUAL SERVICES	19,467.75
401-6-641-230-000	SUPPLIES/TOOLS	1,756.00
401-6-691-230-000	SUPPLIES/TOOLS	99.55
401-6-696-257-000	FACILITY MAINT/REPAIR	800.81
401-7-721-375-000	LEASE PURCHASES	270.30
401-7-751-236-000	CRIME PREVENTION SUP	8,334.75
401-7-751-249-000	EQUIP MAINT/AGREEME	2,850.96
401-7-751-341-000	UTILITIES	82.88
401-7-752-221-000	VEH/HVY EQUIP. REPAIR	139.90
402-6-653-251-000	RENTALS	478.22
402-6-681-373-000	HEAVY EQUIPMENT	37,956.00
408-8-812-372-000	VEHICLES	99,493.64
413-8-818-221-000	VEH/HVY EQUIP. REPAIR	1,776.16
425-8-829-372-000	VEHICLES	109,125.00
427-6-639-270-000	PAYMENT OF HOSPITAL	7,116.67
427-6-639-273-000	HEALTH CLINIC CLAIMS	18,442.45
432-7-761-237-000	SUBSCRIPTIONS/PUBLIC	13.49
432-7-762-230-000	SUPPLIES	1,500.00
452-8-832-223-000	VEHICLE FUELS	2,867.00
452-8-832-230-000	SUPPLIES/TOOLS	31.30
452-8-832-251-000	RENTALS	343.00
452-8-832-372-000	VEHICLES	47,663.00
620-7-725-375-000	LEASE PURCHASES	220.29
631-8-884-225-000	PER DIEM	3,049.99
631-8-884-226-000	MILEAGE REIMBURSEME	2,692.81
635-6-682-375-000	LEASE PURCHASES	15,000.00
650-6-684-230-000	SUPPLIES/TOOLS	442.76
670-6-671-375-000	LEASE PURCHASE PAYME	2,437.40
Grand Total:	385,952.08	



Project Account Summary

Project Account Key	Expense Amount
None	385,952.08
Grand Total:	385,952.08



Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Albuquerque Publishing Company					
Albuquerque Publishing Com	10001579007-1001	12/01/2023	AD# 1027885	401-6-625-252-000	69.57
Albuquerque Publishing Com	10001579431-1008	12/01/2023	AD# 1027885	401-6-625-252-000	125.19
Albuquerque Publishing Com	10001581812-1119	12/01/2023	AD# 1027885	401-6-625-252-000	125.19
Vendor Albuquerque Publishing Company Total:					319.95
Vendor: ALTON'S POWER BLOCK GYM INC					
ALTON'S POWER BLOCK GYM	INV0011282	12/28/2023	ALTON'S POWER BLOCK GYM	401-2-200-024-000	32.32
ALTON'S POWER BLOCK GYM	INV0011282	12/28/2023	ALTON'S POWER BLOCK GYM	402-2-200-024-000	26.95
Vendor ALTON'S POWER BLOCK GYM INC Total:					59.27
Vendor: AMANDA BEAGLES-CLARK					
AMANDA BEAGLES-CLARK	CC025500	12/28/2023	INMATE TRANS/LOS LUNAS B	650-6-684-228-000	10.00
Vendor AMANDA BEAGLES-CLARK Total:					10.00
Vendor: ARTESIA FIRE EQUIPMENT INC.					
ARTESIA FIRE EQUIPMENT IN	82444	12/11/2023	Scott 2216 PSI Carbon Cylind	413-8-818-221-000	2,360.00
ARTESIA FIRE EQUIPMENT IN	82445	12/11/2023	Hydrotest Scott BA Cylinder,	413-8-818-221-000	564.00
Vendor ARTESIA FIRE EQUIPMENT INC. Total:					2,924.00
Vendor: BDR PREFERRED HOLDINGS, LLC					
BDR PREFERRED HOLDINGS,	X80205685201	12/19/2023	PARTS FOR RD/ # 24324	402-6-653-221-000	871.13
Vendor BDR PREFERRED HOLDINGS, LLC Total:					871.13
Vendor: BELL GAS INC.					
BELL GAS INC.	37568	12/21/2023	ACCT# 10694	402-6-653-223-000	23,449.11
Vendor BELL GAS INC. Total:					23,449.11
Vendor: BIG BROTHERS BIG SISTERS OF CENTRAL NM					
BIG BROTHERS BIG SISTERS	102	12/26/2023	YOUTH MENTOR SERVICES	631-8-889-260-000	11,111.11
Vendor BIG BROTHERS BIG SISTERS OF CENTRAL NM Total:					11,111.11
Vendor: BREWER OIL CO					
BREWER OIL CO	14034133	12/21/2023	ACCT# 12290075	402-6-653-230-000	159.36
Vendor BREWER OIL CO Total:					159.36
Vendor: CARRIE HARDY					
CARRIE HARDY	INV0011285	12/28/2023	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
Vendor CARRIE HARDY Total:					250.00
Vendor: COLONIAL LIFE & ACCIDENT CO					
COLONIAL LIFE & ACCIDENT	INV0011287	12/28/2023	COLONIAL LIFE PAYABLE	401-2-200-016-000	1,554.45
COLONIAL LIFE & ACCIDENT	INV0011287	12/28/2023	COLONIAL LIFE PAYABLE	402-2-200-016-000	349.70
COLONIAL LIFE & ACCIDENT	INV0011287	12/28/2023	COLONIAL LIFE PAYABLE	427-2-200-016-000	86.76
COLONIAL LIFE & ACCIDENT	INV0011287	12/28/2023	COLONIAL LIFE PAYABLE	432-2-200-016-000	61.40
COLONIAL LIFE & ACCIDENT	INV0011287	12/28/2023	COLONIAL LIFE PAYABLE	435-2-200-016-000	25.21
COLONIAL LIFE & ACCIDENT	INV0011287	12/28/2023	COLONIAL LIFE PAYABLE	452-2-200-016-000	268.20
Vendor COLONIAL LIFE & ACCIDENT CO Total:					2,345.72
Vendor: COOPERATIVE EDUCATIONAL SVCS.					
COOPERATIVE EDUCATIONAL	26-006055	12/27/2023	VEEAM BACKUP LICENSE 22-	401-6-622-249-000	7,388.00
Vendor COOPERATIVE EDUCATIONAL SVCS. Total:					7,388.00
Vendor: CORPORATE BILLING LLC					
CORPORATE BILLING LLC	XA10704124701	12/18/2023	PARTS FOR ROAD: 179270	402-6-653-221-000	390.87
Vendor CORPORATE BILLING LLC Total:					390.87
Vendor: ELISHA CASTRO					
ELISHA CASTRO	CC025499	12/28/2023	INMATE TRANS/LOS LUNAS-	650-6-684-228-000	10.00
Vendor ELISHA CASTRO Total:					10.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: HERITAGE MEMORIAL ALLIANCE					
HERITAGE MEMORIAL ALLIA	11624	12/22/2023	PERMIT # 6262	427-6-639-296-000	1,000.00
Vendor HERITAGE MEMORIAL ALLIANCE Total:					1,000.00
Vendor: HIGH PLAINS RADIOLOGIC ASSOC LLP					
HIGH PLAINS RADIOLOGIC A	CC025468	12/18/2023	ACCT# IHPR514752	427-6-639-270-000	98.62
HIGH PLAINS RADIOLOGIC A	CC025469	12/19/2023	ACCT# IHPR514752	427-6-639-270-000	334.66
Vendor HIGH PLAINS RADIOLOGIC ASSOC LLP Total:					433.28
Vendor: ITS QUEST, INC					
ITS QUEST, INC	901488	12/20/2023	TEMP/ SATTERFIELD	402-6-653-104-000	784.93
ITS QUEST, INC	901505	12/27/2023	TEMP/SATTERFIELD	402-6-653-104-000	784.93
Vendor ITS QUEST, INC Total:					1,569.86
Vendor: IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507					
IUPA, CHAVES COUNTY SHER	INV0011295	12/28/2023	Jeromy W. Parmer Union Du	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0011296	12/28/2023	John White Union Dues	401-2-200-010-000	25.00
Vendor IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507 Total:					50.00
Vendor: JAMES, COOKE & HOBSON INC					
JAMES, COOKE & HOBSON I	234454	12/21/2023	Aurora 382 In-Line Water Pu	401-6-692-230-000	4,600.00
Vendor JAMES, COOKE & HOBSON INC Total:					4,600.00
Vendor: JOHNSON SEPTIC TANK CO.					
JOHNSON SEPTIC TANK CO.	9894	12/18/2023	BI-MONTHLY CLEANING/ FY	401-6-696-257-000	747.41
Vendor JOHNSON SEPTIC TANK CO. Total:					747.41
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC025470	12/20/2023	ACCT# 075706312-0781188-	412-8-815-341-000	463.13
NEW MEXICO GAS COMPAN	CC025471	12/12/2023	ACCT# 115435453-0797988-	401-6-699-341-000	77.32
NEW MEXICO GAS COMPAN	CC025472	12/11/2023	ACCT# 077227312-0796398-	408-8-812-341-000	355.85
NEW MEXICO GAS COMPAN	CC025473	12/13/2023	ACCT# 077702112-0801146-	402-6-651-341-000	1,325.93
NEW MEXICO GAS COMPAN	CC025474	12/13/2023	ACCT# 077726812-0801393-	412-8-815-341-000	112.22
NEW MEXICO GAS COMPAN	CC025475	12/12/2023	ACCT# 077991703-0797981-	401-6-691-341-000	120.60
NEW MEXICO GAS COMPAN	CC025476	12/12/2023	ACCT# 077991703-0797982-	401-6-691-341-000	253.23
NEW MEXICO GAS COMPAN	CC025476	12/12/2023	ACCT# 077991703-0797983-	401-6-691-341-000	66.85
NEW MEXICO GAS COMPAN	CC025477	12/12/2023	ACCT# 077991703-0804041-	401-6-691-341-000	75.90
NEW MEXICO GAS COMPAN	CC025478	12/13/2023	ACCT# 078156501-0805690-	650-6-684-341-000	3,038.24
NEW MEXICO GAS COMPAN	CC025479	12/12/2023	ACCT# 115435453-1201470-	401-6-612-341-000	75.90
NEW MEXICO GAS COMPAN	CC025479	12/12/2023	ACCT# 115435453-1201470-	401-6-613-341-000	75.90
NEW MEXICO GAS COMPAN	CC025479	12/12/2023	ACCT# 115435453-1201470-	401-6-614-341-000	75.90
NEW MEXICO GAS COMPAN	CC025479	12/12/2023	ACCT# 115435453-1201470-	401-6-616-341-000	75.90
NEW MEXICO GAS COMPAN	CC025479	12/12/2023	ACCT# 115435453-1201470-	401-6-621-341-000	75.90
NEW MEXICO GAS COMPAN	CC025479	12/12/2023	ACCT# 115435453-1201470-	401-6-621-341-000	75.90
NEW MEXICO GAS COMPAN	CC025479	12/12/2023	ACCT# 115435453-1201470-	401-6-622-341-000	287.89
NEW MEXICO GAS COMPAN	CC025479	12/12/2023	ACCT# 115435453-1201470-	401-6-624-341-000	348.08
NEW MEXICO GAS COMPAN	CC025479	12/12/2023	ACCT# 115435453-1201470-	401-6-625-341-000	75.90
NEW MEXICO GAS COMPAN	CC025479	12/12/2023	ACCT# 115435453-1201470-	401-6-631-341-000	157.03
NEW MEXICO GAS COMPAN	CC025479	12/12/2023	ACCT# 115435453-1201470-	401-6-632-341-000	101.55
NEW MEXICO GAS COMPAN	CC025479	12/12/2023	ACCT# 115435453-1201470-	401-7-721-341-000	1,077.75
NEW MEXICO GAS COMPAN	CC025479	12/12/2023	ACCT# 115435453-1201470-	401-7-731-341-000	639.11
NEW MEXICO GAS COMPAN	CC025479	12/12/2023	ACCT# 115435453-1201470-	401-7-741-341-000	462.71
NEW MEXICO GAS COMPAN	CC025479	12/12/2023	ACCT# 115435453-1201470-	401-7-751-341-000	1,471.89
NEW MEXICO GAS COMPAN	CC025479	12/12/2023	ACCT# 115435453-1201470-	427-6-638-341-000	157.02
NEW MEXICO GAS COMPAN	CC025480	12/12/2023	ACCT# 115435453-1203867-	401-6-612-341-000	1.74
NEW MEXICO GAS COMPAN	CC025480	12/12/2023	ACCT# 115435453-1203867-	401-6-613-341-000	1.74
NEW MEXICO GAS COMPAN	CC025480	12/12/2023	ACCT# 115435453-1203867-	401-6-614-341-000	1.74
NEW MEXICO GAS COMPAN	CC025480	12/12/2023	ACCT# 115435453-1203867-	401-6-616-341-000	1.74
NEW MEXICO GAS COMPAN	CC025480	12/12/2023	ACCT# 115435453-1203867-	401-6-621-341-000	1.74
NEW MEXICO GAS COMPAN	CC025480	12/12/2023	ACCT# 115435453-1203867-	401-6-621-341-000	1.74
NEW MEXICO GAS COMPAN	CC025480	12/12/2023	ACCT# 115435453-1203867-	401-6-622-341-000	6.59
NEW MEXICO GAS COMPAN	CC025480	12/12/2023	ACCT# 115435453-1203867-	401-6-624-341-000	7.97
NEW MEXICO GAS COMPAN	CC025480	12/12/2023	ACCT# 115435453-1203867-	401-6-625-341-000	1.74
NEW MEXICO GAS COMPAN	CC025480	12/12/2023	ACCT# 115435453-1203867-	401-6-631-341-000	3.60

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO GAS COMPAN	CC025480	12/12/2023	ACCT# 115435453-1203867-	401-6-632-341-000	2.33
NEW MEXICO GAS COMPAN	CC025480	12/12/2023	ACCT# 115435453-1203867-	401-7-721-341-000	24.69
NEW MEXICO GAS COMPAN	CC025480	12/12/2023	ACCT# 115435453-1203867-	401-7-731-341-000	14.64
NEW MEXICO GAS COMPAN	CC025480	12/12/2023	ACCT# 115435453-1203867-	401-7-741-341-000	10.60
NEW MEXICO GAS COMPAN	CC025480	12/12/2023	ACCT# 115435453-1203867-	401-7-751-341-000	33.72
NEW MEXICO GAS COMPAN	CC025480	12/12/2023	ACCT# 115435453-1203867-	427-6-638-341-000	3.58
Vendor NEW MEXICO GAS COMPANY INC Total:					11,243.50
Vendor: NEW YORK LIFE INSURANCE					
NEW YORK LIFE INSURANCE	INV0011291	12/28/2023	NEW YORK LIFE	401-2-200-015-000	940.87
NEW YORK LIFE INSURANCE	INV0011291	12/28/2023	NEW YORK LIFE	402-2-200-015-000	466.53
NEW YORK LIFE INSURANCE	INV0011291	12/28/2023	NEW YORK LIFE	427-2-200-015-000	171.02
NEW YORK LIFE INSURANCE	INV0011291	12/28/2023	NEW YORK LIFE	432-2-200-015-000	27.17
NEW YORK LIFE INSURANCE	INV0011291	12/28/2023	NEW YORK LIFE	435-2-200-015-000	19.53
NEW YORK LIFE INSURANCE	INV0011291	12/28/2023	NEW YORK LIFE	437-2-200-015-000	67.70
NEW YORK LIFE INSURANCE	INV0011291	12/28/2023	NEW YORK LIFE	452-2-200-015-000	79.64
Vendor NEW YORK LIFE INSURANCE Total:					1,772.46
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	CM0000281	12/28/2023	NM RETIREE HEALTH CARE P	402-2-200-020-000	-16.71
NM RETIREE HEALTH CARE A	CM0000281	12/28/2023	NM RETIREE HEALTH CARE P	437-2-200-020-000	7.71
NM RETIREE HEALTH CARE A	INV0011270	12/13/2023	NM RETIREE HEALTH CARE P	401-2-200-020-000	14.81
NM RETIREE HEALTH CARE A	INV0011293	12/28/2023	NM RETIREE HEALTH CARE P	401-2-200-020-000	7,175.98
NM RETIREE HEALTH CARE A	INV0011293	12/28/2023	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,544.81
NM RETIREE HEALTH CARE A	INV0011293	12/28/2023	NM RETIREE HEALTH CARE P	427-2-200-020-000	115.50
NM RETIREE HEALTH CARE A	INV0011293	12/28/2023	NM RETIREE HEALTH CARE P	432-2-200-020-000	171.28
NM RETIREE HEALTH CARE A	INV0011293	12/28/2023	NM RETIREE HEALTH CARE P	435-2-200-020-000	119.61
NM RETIREE HEALTH CARE A	INV0011293	12/28/2023	NM RETIREE HEALTH CARE P	437-2-200-020-000	74.38
NM RETIREE HEALTH CARE A	INV0011293	12/28/2023	NM RETIREE HEALTH CARE P	452-2-200-020-000	545.72
NM RETIREE HEALTH CARE A	INV0011294	12/28/2023	NM Retiree HealthCare Law	401-2-200-020-000	2,815.84
Vendor NM RETIREE HEALTH CARE AUTHORITY Total:					12,568.93
Vendor: PRE-PAID LEGAL SERVICES INC					
PRE-PAID LEGAL SERVICES IN	INV0011280	12/28/2023	LEGAL SHIELD PAYABLE	401-2-200-022-000	161.45
PRE-PAID LEGAL SERVICES IN	INV0011280	12/28/2023	LEGAL SHIELD PAYABLE	402-2-200-022-000	140.55
PRE-PAID LEGAL SERVICES IN	INV0011280	12/28/2023	LEGAL SHIELD PAYABLE	427-2-200-022-000	33.90
PRE-PAID LEGAL SERVICES IN	INV0011280	12/28/2023	LEGAL SHIELD PAYABLE	452-2-200-022-000	33.90
Vendor PRE-PAID LEGAL SERVICES INC Total:					369.80
Vendor: REGENTS OF NEW MEXICO STATE UNIVERSITY					
REGENTS OF NEW MEXICO S	12444	12/28/2023	CUST# CC00003646S	401-7-741-224-000	150.00
Vendor REGENTS OF NEW MEXICO STATE UNIVERSITY Total:					150.00
Vendor: ROSWELL CLINIC CORP					
ROSWELL CLINIC CORP	CC025481	12/19/2023	ACCT# 1719094V1610	427-6-639-270-000	951.98
Vendor ROSWELL CLINIC CORP Total:					951.98
Vendor: ROSWELL DAILY RECORD					
ROSWELL DAILY RECORD	00294119	12/12/2023	LEGAL AD# 00294119	401-6-624-252-000	91.41
ROSWELL DAILY RECORD	00294122	12/04/2023	LEGAL AD# 00294122	401-6-624-252-000	87.90
ROSWELL DAILY RECORD	00294349	12/18/2023	LEGAL AD # 00294349	427-6-638-252-000	30.25
ROSWELL DAILY RECORD	200294027	12/12/2023	LEGAL AD # 00294027	401-6-624-252-000	87.90
Vendor ROSWELL DAILY RECORD Total:					297.46
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	93001	12/11/2023	SUPPLIES	401-6-691-230-000	137.04
STARR JANITORIAL INC.	93098	12/19/2023	SUPPLIES	401-6-691-230-000	135.98
STARR JANITORIAL INC.	93146	12/21/2023	SUPPLIES	401-6-691-230-000	196.40
Vendor STARR JANITORIAL INC. Total:					469.42
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0011283	12/28/2023	000454540-MENDOZA	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0011288	12/28/2023	000480470- SANCHEZ	401-2-200-018-000	160.46
STATE OF NEW MEXICO	INV0011289	12/28/2023	000207794- HUERTA	402-2-200-018-000	189.69
Vendor STATE OF NEW MEXICO Total:					483.07

Expense Approval Register

Packet: APPKT02824 - CHECK RUN 12/29/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: STATE OF NM OF FINANCE					
STATE OF NM OF FINANCE	CC025498	12/28/2023	QTR 2/ FY 23-24/SAFETY NET	427-6-639-271-000	357,173.09
Vendor STATE OF NM OF FINANCE Total:					357,173.09
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0011284	12/28/2023	0013625446-COBOS	401-2-200-018-000	327.23
TEXAS CHILD SUPPORT SDU	INV0011286	12/28/2023	0009646845 MATTA,RAY	435-2-200-011-000	276.92
Vendor TEXAS CHILD SUPPORT SDU Total:					604.15
Vendor: TEXAS UNITED CORP					
TEXAS UNITED CORP	90986152	12/14/2023	SOFTENER SALT/ CUST#3006	401-6-696-230-000	2,499.00
Vendor TEXAS UNITED CORP Total:					2,499.00
Vendor: UNITED WAY OF CHAVES COUNTY					
UNITED WAY OF CHAVES CO	INV0011278	12/28/2023	UNITED WAY PAYABLE	401-2-200-010-000	24.00
UNITED WAY OF CHAVES CO	INV0011278	12/28/2023	UNITED WAY PAYABLE	402-2-200-010-000	25.00
Vendor UNITED WAY OF CHAVES COUNTY Total:					49.00
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	35564277	12/22/2023	ACCT# 016-1539862-000	401-7-741-375-000	156.73
VISUAL EDGE IT, INC	35581621	12/25/2023	ACCT# 017-1663046-000	401-7-731-375-000	1,037.84
Vendor VISUAL EDGE IT, INC Total:					1,194.57
Vendor: WILLIAM B. WILLIAMS					
WILLIAM B. WILLIAMS	CC025482	12/21/2023	NM CATTLE GROWERS/DEC1	401-6-612-226-000	180.90
WILLIAM B. WILLIAMS	CC025483	12/21/2023	PERMIAN STRATEGIC/ DEC8T	401-6-612-226-000	104.40
Vendor WILLIAM B. WILLIAMS Total:					285.30
Vendor: WORTHEN MEMORIALS INC					
WORTHEN MEMORIALS INC	18650	12/21/2023	BRICK EGRAVING FOR CCCH	631-6-697-230-000	35.00
Vendor WORTHEN MEMORIALS INC Total:					35.00
Grand Total:					447,835.80

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	37,348.72
402 - ROAD FUND	30,492.78
408 - EAST GRAND PLAINS VOLFIRE	355.85
412 - SIERRA VOLUNTEER FIRE FND	575.35
413 - RIO FELIX VOLUNTEER FIRE	2,924.00
427 - INDIGENT HOSPITAL CLAIMS	360,156.38
432 - DWI GRANT FUNDS	259.85
435 - CORRECTION GRANTS	441.27
437 - ENVIRONMENTAL TAX	149.79
452 - FLOOD CONTROL	927.46
631 - OTHER GRANTS & CONTRACTS	11,146.11
650 - DETENTION CONSTRUCTION PJ	3,058.24
Grand Total:	447,835.80

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	74.00
401-2-200-015-000	NEW YORK LIFE INSURA	940.87
401-2-200-016-000	GLOBE LIFE PAYABLE	1,554.45
401-2-200-018-000	CHILD ENFORCEMENT P	870.61
401-2-200-020-000	RETIREE H/C PAYABLE	10,006.63
401-2-200-022-000	PRE-PAID LEGAL PAYABL	161.45
401-2-200-024-000	ALTONS POWER BLOCK	32.32
401-6-612-226-000	MILEAGE REIMBURSEME	285.30
401-6-612-341-000	UTILITIES	77.64
401-6-613-341-000	UTILITIES	77.64
401-6-614-341-000	UTILITIES	77.64
401-6-616-341-000	UTILITIES	77.64
401-6-621-341-000	UTILITIES	155.28
401-6-622-249-000	EQUIP MAINT/AGREEME	7,388.00
401-6-622-341-000	UTILITIES	294.48
401-6-624-252-000	PRINTING/PUBLISHING	267.21
401-6-624-341-000	UTILITIES	356.05
401-6-625-252-000	PRINTING/PUBLISHING	319.95
401-6-625-341-000	UTILITIES	77.64
401-6-631-341-000	UTILITIES	160.63
401-6-632-341-000	UTILITIES	103.88
401-6-691-230-000	SUPPLIES/TOOLS	469.42
401-6-691-341-000	UTILITIES	516.58
401-6-692-230-000	SUPPLIES	4,600.00
401-6-696-230-000	SUPPLIES/TOOLS	2,499.00
401-6-696-257-000	FACILITY MAINT/REPAIR	747.41
401-6-699-341-000	UTILITIES	77.32
401-7-721-341-000	UTILITIES	1,102.44
401-7-731-341-000	UTILITIES	653.75
401-7-731-375-000	LEASE PURCHASE	1,037.84
401-7-741-224-000	EMPLOYEE TRAINING	150.00
401-7-741-341-000	UTILITIES	473.31
401-7-741-375-000	LEASE PURCHASES	156.73
401-7-751-341-000	UTILITIES	1,505.61
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	1,528.10
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	1,325.93
402-6-653-104-000	TEMPORARY SALARIES	1,569.86

Account Summary

Account Number	Account Name	Expense Amount
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	1,262.00
402-6-653-223-000	VEHICLE FUELS	23,449.11
402-6-653-230-000	SUPPLIES/TOOLS	159.36
408-8-812-341-000	UTILITIES	355.85
412-8-815-341-000	UTILITIES	575.35
413-8-818-221-000	VEH/HVY EQUIP. REPAIR	2,924.00
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
427-6-638-252-000	PRINTING/PUBLISHING	30.25
427-6-638-341-000	UTILITIES	160.60
427-6-639-270-000	PAYMENT OF HOSPITAL	1,385.26
427-6-639-271-000	SAFETY NET CARE POOL	357,173.09
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	119.61
437-2-200-015-000	NEW YORK LIFE INSURA	67.70
437-2-200-020-000	RETIREE H/C PAYABLE	82.09
452-2-200-015-000	NEW YORK LIFE INSURA	79.64
452-2-200-016-000	GLOBE LIFE PAYABLE	268.20
452-2-200-020-000	RETIREE H/C PAYABLE	545.72
452-2-200-022-000	PRE-PAID LEGAL PAYABL	33.90
631-6-697-230-000	Veteran Brick Supplies	35.00
631-8-889-260-000	PROFESSIONAL SERVICE	11,111.11
650-6-684-228-000	TRANSPORT PRISONERS	20.00
650-6-684-341-000	UTILITIES	3,038.24
	Grand Total:	447,835.80



Project Account Summary

Project Account Key	Expense Amount
None	447,835.80
Grand Total:	447,835.80

Local Budget Adjustment

Dec 2023

<u>Account</u>	<u>Desc</u>	<u>Amount</u>
401-7-752-102-000	Local BAR Dec 2023	(100000.00)
401-7-752-105-000	Local BAR Dec 2023	100000.00
452-8-832-231-000	Local BAR Dec 2023	(2000.00)
452-8-832-267-000	Local BAR Dec 2023	2000.00
401-6-692-230-000	Local BAR Dec 2023	(200.00)
401-6-692-231-000	Local BAR Dec 2023	200.00
401-6-691-260-000	Local BAR Dec 2023	(1000.00)
401-6-691-238-000	Local BAR Dec 2023	1000.00
401-6-699-267-000	Local BAR Dec 2023	(1000.00)
401-6-699-231-000	Local BAR Dec 2023	1000.00
631-8-884-372-000	Local BAR Dec 2023	(2606081.00)
631-8-884-376-000	Local BAR Dec 2023	2606081.00

December 2023 PCard Report

Account	Department	Item Total
401-6-611 Total	Commissioners	\$163.45
401-6-612 Total	County Manager	\$158.85
401-6-613 Total	Human Resources	\$1,427.51
401-6-614 Total	Safety	\$107.82
401-6-616 Total	Fire & Emergency Services	\$138.59
401-6-619 Total	Working Capital	\$170.87
401-6-621 Total	Public Works	\$1,002.43
401-6-622 Total	Information Technology	\$79,786.12
401-6-624 Total	Planning & Zoning	\$1,167.80
401-6-625 Total	Purchasing	\$87.32
401-6-631 Total	Finance Dept	\$2,233.09
401-6-632 Total	Community Development	\$111.05
401-6-641 Total	Detention Administration	\$1,383.11
401-6-642 Total	Adult Detention	\$1,258.72
401-6-645 Total	Juvenile CCJD	\$510.51
401-6-691 Total	Facility Maintenance	\$10,145.75
401-6-692 Total	Courthouse Maintenance	\$1,896.55
401-6-693 Total	Facility Maint. Health Dept.	\$898.86
401-6-694 Total	Facility Maint. CC Road Dept.	\$1,382.81
401-6-696 Total	Operating Exp - CCDC	\$872.19
401-6-699 Total	St. Mary Complex	\$417.18
401-7-721 Total	Clerk Admin	\$5,840.70
401-7-722 Total	Clerk Bureau Elec.	\$153.58
401-7-731 Total	Assessor Admin	\$2,396.35
401-7-732 Total	Assessor Appriaisal	\$14.98
401-7-741 Total	Treasurer Dept.	\$1,645.21
401-7-751 Total	Sheriff Admin	\$6,552.32
401-7-752 Total	Sheriff Patrol & Investigation	\$2,495.87
402-6-651 Total	Road Admin	\$1,595.87
402-6-652 Total	Road Shop	\$755.57
402-6-653 Total	Road Construction & Maintenance	\$21,394.77
402-6-654 Total	Road Vector Control	\$37.99
407-8-811 Total	Dunken FD	\$879.76
408-8-812 Total	East Grand Plains FD	\$2,875.37
409-8-813 Total	Penasco FD	\$622.92
410-8-816 Total	Midway FD	\$4,215.98
411-8-814 Total	Berrendo FD	\$12,844.34
412-8-815 Total	Sierra FD	\$6,663.48
413-8-818 Total	Rio Felix FD	\$1,047.48
414-8-819 Total	Fire District #8	\$337.29
427-6-638 Total	Indigent	\$350.51
430-7-753 Total	Law Enforcement	\$1,013.61
432-7-761 Total	DWI	\$1,876.61
452-8-832 Total	Flood Dept.	\$5,305.52

December 2023 PCard Report

628-7-733 Total	Assessor	\$28.73
631-8-872 Total	Other Grant's & Contracts	\$663.04
650-6-684 Total	CCDC Construction Fund	\$13,802.71
670-6-671 Total	Internal Services	\$1,107.72
Grand Total		\$202,060.72

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	Rejected
ITB-24-1	Public Health Office (Rebid)	11/19/23	12/12/23	Alex Palomino	Awarded
ITB-24-2	PVRCC Renovation	08/13/23	09/12/23	Mac Rogers	Rejected
ITB-24-2	PVRCC Renovation (Rebid)	10/01/23	11/07/23	Alex Palomino	Awarded
ITB-24-3	Court Compliance Remodel	11/12/23	12/12/23	Anabel Barazza	Awarded
ITB-24-4	Bituminous Surface Treatment	09/17/23	10/10/23	Joe West	Awarded
ITB-24-5	County Road 184 Brasher Rd Improve.	TBD	TBD	Alex Palomino	Pending docs...
ITB-24-6	Corn Ranch EWP Repair	01/21/24	02/27/24	Brian Houghtalin	Finalizing bid docs...

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	11/27/23	\$290,577.00
SS-24-10	Motorgrader Warranty	12/04/23	01/08/24	\$37,956.00
SS-24-11	EDC - Special Project	12/04/23	01/08/24	\$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

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

12/1/23-12/31/23

CLERK FEES (EQUIPMENT)	\$	3,591.00
GEN CLERK'S FEES	\$	14,015.50
LIQUOR LICENSE	\$	-
CHILDREN'S TRUST FUND	\$	375.00
PROBATE	\$	502.45
PHOTOCOPIES.....	\$	810.00
GOVT GROSS RECEIPTS TAX	\$	-
TOTAL AMOUNT:		\$19,293.95

TOTAL DOCUMENTS FILED 593

NEW MARRIAGE LICENSES 25

NEW PROBATES 12

NEW SURVEYS 2

NEW PLATS 5

VOTER CHANGES 320

NEW REGISTRANTS 175

REPUBLICANS 17183

DEMOCRATS 8685

LIBERTARIANS 369

OTHER 7976



CCSO Mileage Report
December 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	153,842	155,166	1324
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	Ramirez, Giovanni	165,062	165,164	102
909	2019	Ford	F-150	Pineda, Anthony	69,638	70,758	1120
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	101,137	101,566	429
914	2018	Ford	Taurus	Spare-Damaged County Yard	75,269	85,269	10000
915	2008	Dodge	Charger	Spare-Ramos	109,542	109,542	0
916	2018	Ford	Explorer	Beagles-Clark, Amanda	120,523	121,705	1182
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	98,167	98,365	198
923	2005	Ford	F-150	Serrano, Agustin	148,283	149,276	993
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	97,081	97,242	161
930	2014	Ford	Taurus	Kakaras, Nadya	70,623	71,004	381
931	2008	Ford	Crown Victoria	Spare-Damaged County Yard	122,139	122,139	0
933	2017	Ford	Explorer	De La Cerda, Nathaniel-shop	137,826	140,349	2523
934	2017	Ford	Explorer	Spare	148,368	150,450	2082
935	2017	Ford	Explorer	Spare-white	146,584	147,326	742
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	Pilley, Lissa	120,891	121,389	498
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	Wrecked in the shop	113,629	113,629	0
945	2014	Ford	Taurus	Spare-Damaged County Yard	137,976	137,976	0
946	2014	Ford	Taurus	Spare	157,036	157,036	0
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	Bell, Sarah	96,058	96,605	547
956	2014	Ford	Taurus	Padilla, Olivia	144,127	145,123	996
957	2014	Ford	Taurus	Castro, Elijah	142,777	143,543	766
960	2007	Ford	Crown Victoria	Spare	117,120	117,120	0

961	2018	Ford	Van	Transport	33,527	33,527	0
962	2015	Dodge	Caravan	Transport	160,335	160,335	0
966	2020	Ford	F-150	Ray, Mike	20,656	21,120	464
967	2019	Ford	F-150	Dictson, Daniel	82,221	85,144	2,923
968	2019	Ford	F-150	Nava, Isaac	40,808	41,846	1,038
969	2019	Ford	F-150	Hendrix, Scott	44,059	46,991	2,932
970	2019	Ford	F-150	White, John	54,468	57,407	2,939
971	2019	Ford	F-150	Martinez, Joshua	57,892	59,781	1,889
977	2019	Ford	F-150	Silvas, Pedro	105,771	107,307	1536
978	2019	Ford	F-150	Shaw, Aleina	62,862	63,734	872
979	2020	Ford	F-150	Conklin, Benjamin	80,140	81,581	1,441
980	2020	Ford	F-150	Spare At County Yard	62,347	62,347	0
981	2020	Ford	F-150	Cottrell, Matthew	71,301	71,794	493
982	2020	Ford	F-150	Smoyer, Joel	80,610	82,012	1,402
983	2020	Ford	F-150	Gomez, Gilbert	71,413	73,127	1,714
985	2020	Dodge	Caravan	Transport	46,315	46,315	0
989	2011	Chevy	Tahoe	Spare-Damaged County Yard	156,816	156,816	0
994	2020	Ford	F-150	Avalos, Jacob	73,559	76,736	3,177
995	2020	Ford	F-150	Spare	68,250	68,250	0
996	2020	Ford	F-150	Cobos, Isaac	73,342	75,191	1,849
997	2020	Ford	F-150	McKelvey, Josh	65,574	67,292	1,718
999		Ford	F-550 Diesel	Crime Scene Truck	217,877	217,877	0
1000	2021	Chevy	Silverado	Herrington, Mike	15,870	16,480	610
1001	2021	Chevy	Silverado	Yslas, Charles	19,410	19,861	451
1002	2021	Chevy	Silverado	Drake, Charles	24,083	24,490	407
1004	2021	Chevy	Tahoe	Parmer, Jeremy	24,859	27,593	2,734
1005	2017	Ford	Explorer	Hardy, Travis	165,150	165,535	385
1008	2022	Ford	F-150	Sanchez, Jacob	13,567	14,618	1,051
1009	2022	Ford	F-150	Salas, Andres	3,827	5,315	1,488
1010	2022	Ford	F-150	Hohle, Doug	6,077	6,970	893
1011	2023	Dodge	Ram	Not issued as of yet	10	283	293
1012	2023	Dodge	Ram	Not issued as of yet	10	294	304
1013	2023	Dodge	Ram	Not issued as of yet	10	290	300
TOTAL:						59347	

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
December 2023

Total Number of Arrests: 61
Adult: 59
Juvenile: 2

Total Number of DWI's: 13

Total Number of Arrest Citations: 5
Adult: 4
Juvenile: 1

Total Number of Non-Traffic
Citations: 0
Total Number of Traffic Citations: 105
Total Number of Warning Traffic
Citations: 5

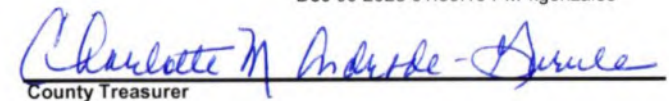
Total Number of Accident Reports: 22

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

Created Date	Payee	Check #	Amount	Note	Voided	Processed	By
Dec 29 2023	HICKS,R E MRS EST	11391	\$2.19	OVERPAYMENT		Dec 29 2023 01:54:16 PM	kgonzales
Dec 27 2023	CARRASCO, JOSE; CARRASCO, ALMA	11389	\$250.29	OVERPAYMENT		Dec 27 2023 01:24:06 PM	kgonzales
Dec 27 2023	CHARLES C. SEED	11390	\$4.70	OVERPAYMENT		Dec 27 2023 01:26:09 PM	kgonzales
Dec 20 2023	STEWART TITLE COMPANY	11385	\$9.16	OVERPAYMENT		Dec 20 2023 03:16:05 PM	kgonzales
Dec 20 2023	FLEMONS,JAMES G; FLEMONS, MARTHA JANE	11386	\$25.00	OVERPAYMENT		Dec 20 2023 03:17:04 PM	kgonzales
Dec 20 2023	LOAN DEPOT	11387	\$295.10	OVERPAYMENT		Dec 20 2023 03:18:40 PM	kgonzales
Dec 20 2023	FINCH,JESSE C & LAURA CHELSEY	11388	\$2,813.10	OVERPAYMENT		Dec 20 2023 03:19:30 PM	kgonzales
Dec 19 2023	PLATEAU TELECOMMUNICATIONS INC	11384	\$1,651.25	OVERPAYMENT		Dec 19 2023 04:10:57 PM	kgonzales
Dec 14 2023	HERMOSILLO, SERGIO	11382	\$40.23	OVERPAYMENT		Dec 14 2023 03:05:45 PM	kgonzales
Dec 14 2023	HAUF,SHYRLE L	11383	\$2.00	OVERPAYMENT		Dec 14 2023 03:06:50 PM	kgonzales
Dec 12 2023	TONY MAMALES	11374	\$5.00	OVERPAYMENT		Dec 12 2023 03:38:24 PM	kgonzales
Dec 12 2023	COCA-COLA SOUTHWEST BEVERAGES	11379	\$121.22	OVERPAYMENT		Dec 12 2023 03:45:11 PM	kgonzales
Dec 12 2023	KE ANDREWS FOR VERSADO	11375	\$25.56	OVERPAYMENT		Dec 12 2023 03:40:43 PM	kgonzales
Dec 12 2023	JP STONE BANK	11380	\$4,722.18	OVERPAYMENT		Dec 12 2023 03:52:51 PM	kgonzales
Dec 12 2023	REESE,ELTON G ; REESE,DETRA	11376	\$15.84	OVERPAYMENT		Dec 12 2023 03:41:49 PM	kgonzales
Dec 12 2023	LERETA, LLC	11381	\$2,192.96	OVERPAYMENT		Dec 12 2023 03:53:55 PM	kgonzales
Dec 12 2023	C & C ESCROW SERVICES LLC	11378	\$834.28	OVERPAYMENT		Dec 12 2023 03:43:14 PM	kgonzales
Dec 12 2023	LANDMARK TITLE ROSWELL	11377	\$3.42	OVERPAYMENT		Dec 12 2023 03:42:26 PM	kgonzales
Dec 11 2023	STATE OF NEW MEXICO - CTF	11370	\$405.00	disbursement from 10/31/2023 to 11/30/2023		Dec 11 2023 01:15:07 PM	kgonzales
Dec 11 2023	SYDNEY GUTIERREZ MIDDLE SCHOOL	11359	\$12,223.53	disbursement from 10/31/2023 to 11/30/2023		Dec 11 2023 01:09:47 PM	kgonzales
Dec 11 2023	ROSWELL INDEPENDENT SCHOOL DIST.	11358	\$2,336,091.77	disbursement from 10/31/2023 to 11/30/2023		Dec 11 2023 01:09:12 PM	kgonzales
Dec 11 2023	LAKE ARTHUR SCHOOLS	11357	\$76,757.45	Grouped Check		Dec 11 2023 01:07:35 PM	kgonzales
Dec 11 2023	HAGERMAN SCHOOLS	11356	\$62,685.38	Grouped Check		Dec 11 2023 01:07:01 PM	kgonzales
Dec 11 2023	ELIDA PUBLIC SCHOOLS #28	11355	\$1,215.65	Grouped Check		Dec 11 2023 01:05:59 PM	kgonzales
Dec 11 2023	ELIDA PUBLIC SCHOOLS #27	11354	\$1,370.38	Grouped Check		Dec 11 2023 01:02:04 PM	kgonzales
Dec 11 2023	DEXTER SCHOOLS	11352	\$189,295.06	Grouped Check		Dec 11 2023 01:00:48 PM	kgonzales
Dec 11 2023	DFA - ADMINISTRATIVE SERVICES	11366	\$494,093.94	Grouped Check		Dec 11 2023 01:13:16 PM	kgonzales
Dec 11 2023	ARTESIA SCHOOLS	11351	\$6,676.59	disbursement from 10/31/2023 to 11/30/2023		Dec 11 2023 12:59:26 PM	kgonzales
Dec 11 2023	ARTESIA SCHOOLS	11349	\$12,676.20	disbursement from 10/31/2023 to 11/30/2023		Dec 11 2023 12:58:20 PM	kgonzales
Dec 11 2023	ARTESIA SCHOOLS	11350	\$1,528.53	disbursement from 10/31/2023 to 11/30/2023		Dec 11 2023 12:58:56 PM	kgonzales
Dec 11 2023	CHAVES COUNTY SOIL & WATER	11361	\$54,312.15	disbursement from 10/31/2023 to 11/30/2023		Dec 11 2023 01:10:49 PM	kgonzales
Dec 11 2023	CENTRAL VALLEY SOIL & WATER	11360	\$486.50	disbursement from 10/31/2023 to 11/30/2023		Dec 11 2023 01:10:17 PM	kgonzales
Dec 11 2023	COTTONWOOD-WALNUT CREEK S & W	11365	\$1,558.82	disbursement from 10/31/2023 to 11/30/2023		Dec 11 2023 01:12:49 PM	kgonzales
Dec 11 2023	TOWN OF DEXTER	11371	\$3,756.92	disbursement from 10/31/2023 to 11/30/2023		Dec 11 2023 01:15:35 PM	kgonzales
Dec 11 2023	EASTERN NM UNIVERSITY	11353	\$313,350.59	disbursement from 10/31/2023 to 11/30/2023		Dec 11 2023 01:01:21 PM	kgonzales
Dec 11 2023	HAGERMAN-DEXTER SOIL & WATER	11367	\$6,697.52	disbursement from 10/31/2023 to 11/30/2023		Dec 11 2023 01:13:47 PM	kgonzales
Dec 11 2023	TOWN OF HAGERMAN	11372	\$4,064.23	disbursement from 10/31/2023 to 11/30/2023		Dec 11 2023 01:16:02 PM	kgonzales
Dec 11 2023	TOWN OF LAKE ARTHUR	11373	\$1,035.21	disbursement from 10/31/2023 to 11/30/2023		Dec 11 2023 01:16:27 PM	kgonzales
Dec 11 2023	PENASCO SOIL & WATER	11369	\$1,726.68	disbursement from 10/31/2023 to 11/30/2023		Dec 11 2023 01:14:40 PM	kgonzales
Dec 11 2023	CONSERVANCY	11364	\$953,382.29	disbursement from 10/31/2023 to 11/30/2023		Dec 11 2023 01:12:12 PM	kgonzales
Dec 11 2023	CITY OF ROSWELL	11363	\$293.86	disbursement from 10/31/2023 to 11/30/2023		Dec 11 2023 01:11:50 PM	kgonzales
Dec 11 2023	CITY OF ROSWELL	11362	\$1,423,332.69	disbursement from 10/31/2023 to 11/30/2023		Dec 11 2023 01:11:23 PM	kgonzales
Dec 11 2023	NEW MEXICO TAXATION AND REVENUE	11368	\$4,107.51	disbursement from 10/31/2023 to 11/30/2023		Dec 11 2023 01:14:12 PM	kgonzales
Dec 11 2023	PENASCO SOIL & WATER	11348	\$77.49	reissue for disbursement from 09/30/2022 to 10/31/2022	Dec 26 2023 12:25:17 PM	Dec 11 2023 11:27:34 AM	kgonzales
Dec 11 2023	COTTONWOOD-WALNUT CREEK S & W	11347	\$39.51	reissue for disbursement from 09/30/2022 to 10/31/2022	Dec 26 2023 12:25:17 PM	Dec 11 2023 11:27:01 AM	kgonzales
Dec 11 2023	CENTRAL VALLEY SOIL & WATER	11346	\$29.90	reissue for disbursement from 09/30/2022 to 10/31/2022	Dec 26 2023 12:25:17 PM	Dec 11 2023 11:26:07 AM	kgonzales
Dec 06 2023	KE ANDREWS FOR TRANSWESTERN	11341	\$11,388.32	OVERPAYMENT		Dec 06 2023 01:26:26 PM	kgonzales
Dec 06 2023	MARTHA LUCERO	11342	\$56.16	OVERPAYMENT		Dec 06 2023 01:27:18 PM	kgonzales
Dec 06 2023	CUEVAS,RICHARD M ; CUEVAS,RUBY D	11343	\$235.38	OVERPAYMENT		Dec 06 2023 01:34:23 PM	kgonzales
Dec 06 2023	CORELOGIC	11344	\$10,865.59	OVERPAYMENT		Dec 06 2023 01:35:04 PM	kgonzales
Dec 06 2023	TAVARES,JESUS	11345	\$144.65	OVERPAYMENT		Dec 06 2023 01:36:16 PM	kgonzales

December Distribution - Taxing Authorities
Refunds / Overpayments
TOTAL DISBURSEMENTS

\$5,963,124.45
\$35,703.58
\$5,998,828.03


County Treasurer

DISTRIBUTION FOR

November 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		\$4,332.87	
	755	ART_SCH_CAP_IMP_R		\$2,343.72	
DEBT SERV	725	ART_SCH_DS		\$0.00	
HB-33	745	ART_SCH_HB33_N		\$8,689.55	
	745	ART_SCH_HB33_R		\$3,986.65	
OPERATIONAL	705	ART_SCH_OP_N		\$1,083.22	
	705	ART_SCH_OP_R		\$445.31	
STATE OF NM	592	BISON			
STATE OF NM	592	CATTLE		\$27,769.53	
CHAVES COUNTY	465	CCS_W_N		\$17,484.31	
SOIL & WATER	465	CCS_W_R		\$36,827.84	
CHAVES COUNTY	401	COUNTY_OP_N		\$1,797,398.97	(IN HOUSE)
	401	COUNTY_OP_R		\$873,730.92	(IN HOUSE)
CENTRAL VALLEY	469	CVS_W_N		\$278.79	plus \$29.90 reissue
SOIL & WATER	469	CVS_W_R		\$177.81	
COT.WOOD WALCRK S&W	525	CWCS_W		\$1,519.31	plus \$39.51 reissue
STATE OF NM	595	DAIRY		\$25,556.43	
TOWN OF DEXTER	576	DEX_MUN_N		\$1,663.10	
	576	DEX_MUN_R		\$2,093.82	
DEXTER SCHOOLS	724	DEXSD_DS		\$115,540.01	
	764	DEXSD_ET		\$37,211.64	

	754	DEXSD_N_CI	\$18,907.27	
	704	DEXSD_N_OP	\$4,726.84	
	754	DEXSD_R_CI	\$11,646.06	
	704	DEXSD_R_OP	\$1,263.24	
#27 ROOSEVELT COUNTY	727	ELI27_DS	\$0.00	
	757	ELI27_N_CI	\$754.76	
DON'T COMBINE CHECKS FOR ROOSEVELT COUNTY	707	ELI27_N_OP	\$186.04	
	757	ELI27_R_CI	\$360.91	
	707	ELI27_R_OP	\$68.67	
#28 ROOSEVELT COUNTY	727	ELI28_DS	\$0.00	
	758	ELI28_N_CI	\$401.97	
	708	ELI28_N_OP	\$99.20	
	758	ELI28_R_CI	\$600.25	
	708	ELI28_R_OP	\$114.23	
CC ENMU-R	722	ENMU_R	\$0.00	
	702	ENMU_R_N	\$172,420.35	
	702	ENMU_R_R	\$140,930.24	
FLOOD CONTROL	452	FLOOD	\$378,062.98	
STATE OF NM	593	GOATS	\$101.22	
HAGERMAN -DEXTER SOIL&WATER	503	HAG_DEXS_W_N	\$2,909.28	
	503	HAG_DEXS_W_R	\$3,788.24	
TOWN OF HAGERMAN	577	HAG_MUN_N	\$2,291.72	
	577	HAG_MUN_R	\$1,772.51	
HAGERMAN SCHOOLS	723	HAGSD_DS	\$42,582.86	
	753	HAGSD_N_CI	\$10,331.56	
	703	HAGSD_N_OP	\$2,582.90	
	753	HAGSD_R_CI	\$6,234.38	
	703	HAGSD_R_OP	\$953.68	
STATE OF NM	594	HOGS		
STATE OF NM	592	HORSES	\$1,099.78	
TOWN OF LAKE ARTHUR	578	LA_MUN_N	\$193.06	
	578	LA_MUN_R	\$842.15	
	726	LASD_DS	\$52,359.79	
	766	LASD_ET	\$0.86	
	756	LASD_N_CI	\$17,477.35	
	706	LASD_N_OP	\$4,368.92	
	756	LASD_R_CI	\$2,180.17	
	706	LASD_R_OP	\$370.36	
	599	LLAMAS	\$4.23	
#1-L NMJC	710	NMJC_N	\$0.00	
	710	NMJC_R	\$0.00	
PENASCO S & W	468	PENS_W	\$1,649.19	plus \$77.49 reissue
PREDATOR CONTROL		PRED	\$6,913.30	(IN HOUSE)
CONSERVANCY	502	PVCD	\$953,382.29	
ROSWELL SCHOOLS	721	RISD_DS	\$1,649,275.35	
	751	RISD_N_CI	\$288,754.07	

	751	RISD_N_CI_SGMS	\$6,160.50
	701	RISD_N_OP	\$73,706.86
	751	RISD_R_CI	\$284,435.96
	751	RISD_R_CI_SGMS	\$6,063.03
	701	RISD_R_OP	\$39,919.53
CITY OF ROSWELL	574	ROS_DS	\$293.86
	575	ROSOP_N	\$680,935.20
	575	ROSOP_R	\$742,397.49
STATE OF NM	593	SHEEP_GOATS	\$366.50
STATE		PENALTY & INTEREST STATE	\$3,293.51
		<i>JE Corrected P&I</i>	
STATE COST		597-4-402-650-000	\$814.00
CHILDRENS TRUST FUND		596-4-402-707-000	\$405.00
STATE OF NM		STATE DEBT SERVICE	\$439,196.12
#1-L TATUM BOARD OF ED.	729	TATSD_DS	\$0.00
		TATSD_ET	\$0.00
	759	TATSD_N_CI	\$0.00
	709	TATSD_N_OP	\$0.00
	759	TATSD_R_CI	\$0.00
	709	TATSD_R_OP	\$0.00
UPPER HONDO SOIL & WATER	467	UHS_W_N	
		UHS_W_R	
STATE OF NM	594	RATITES	\$ 0.13

TOTAL CHECKS \$5,962,977.55

*TOTAL DISTRIBUTION (LESS CHILDRENS TRUST FUND & STATE COST) \$9,017,864.72

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

TOTAL DISTRIBUTION \$9,019,083.72

AUTHORITY

CHECKS

ARTESIA SCHOOLS

CAPITAL IMPROVEMENT	\$6,676.59	✓
DEBT SERVICE	\$0.00	
HB-33	\$12,676.20	✓
OPERATIONAL	\$1,528.53	✓

CENTRAL VALLEY

SOIL & WATER	\$456.60	✓
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CHAVES COUNTY

SOIL & WATER	\$54,312.15	✓
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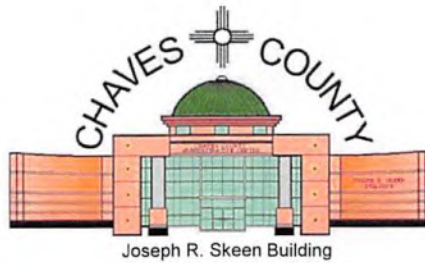
COTTONWOOD WALNUT CREEK SOIL&WATER	<u>\$1,519.31</u>	✓
TOWN OF DEXTER	<u>\$3,756.92</u>	✓
DEXTER SCHOOLS	<u>\$189,295.06</u>	✓
ELIDA PUBLIC SCHOOLS 27	<u>\$1,370.38</u>	✓
ELIDA PUBLIC SCHOOLS 28	<u>\$1,215.65</u>	✓
ENMU-R	<u>\$313,350.59</u>	✓
HAGERMAN-DEXTER SOIL& WATER	<u>\$6,697.52</u>	✓
TOWN OF HAGERMAN	<u>\$4,064.23</u>	✓
HAGERMAN SCHOOLS	<u>\$62,685.38</u>	✓
TOWN OF LAKE ARTHUR	<u>\$1,035.21</u>	✓
LAKE ARTHUR SCHOOLS	<u>\$76,757.45</u>	✓
NM JUNIOR COLLEGE	<u>\$0.00</u>	
PECOS VALLEY CONSERVANCY DIST (PVCD)	<u>\$953,382.29</u>	✓
PENASCO SOIL& WATER	<u>\$1,649.19</u>	
ROSWELL SCHOOLS	<u>\$2,336,091.77</u>	✓
ROSWELL SCHOOLS-SGMS	<u>\$12,223.53</u>	✓
CITY OF ROSWELL		
DEBT SERVICE	<u>\$293.86</u>	✓
OPERATIONAL	<u>\$1,423,332.69</u>	✓
STATE OF NM (P&I / STATE COST)	<u>\$4,107.51</u>	✓
STATE OF NM (CHILDRENS TRUST FUND)	<u>\$405.00</u>	✓
STATE OF NM (STATE DEBT / LIVESTOCK)	<u>\$494,093.94</u>	✓
TATUM BOARD OF EDU.	<u>\$0.00</u>	

UPPER HONDO SOIL & WATER	<u>\$0.00</u>
TOTAL CHECKS	<u><u>\$5,962,977.55</u></u>

IN HOUSE

CHAVES COUNTY -OP	<u>\$2,671,129.89</u>
CHAVES COUNTY - DS	<u>\$0.00</u>
PREDATOR CONTROL	<u>\$6,913.30</u>
FLOOD CONTROL	<u>\$378,062.98</u>
TOTAL IN-HOUSE	<u><u>\$3,056,106.17</u></u>

**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

December 2023

MAN-HOURS	5,413.25	
MANPOWER COST		\$198,687.16
ON-CALL MANPOWER COST		\$1,600.00
MAN-HOURS ON ROAD PROJECTS	3,545.75	
MANPOWER COST ON ROAD PROJECTS		\$135,160.01
MILES BLADED	133.65	
VEHICLE MILEAGE and OFF-ROAD HOURS	3,213.05	
VEHICLE AND EQUIPMENT COSTS		\$125,390.33
GALLONS WATER HAULED	3,500.00	
COST OF CITY WATER		\$14.00
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	950.00	\$3,173.00
COLD MIX USED ON ROAD PROJECTS	7.20	\$0.00
FINES USED ON ROAD PROJECTS	0.00	\$0.00
MILLINGS	0.00	\$0.00
PIT RUN USED ON ROAD PROJECTS	60.00	\$360.00
RIP RAP USED ON ROAD PROJECTS	0.00	\$0.00
ROAD OIL		\$0.00
DEMURRAGE		\$0.00
GAS (gallons)	1300.10	\$3,145.36
DIESEL (gallons)	3727.10	\$12,744.07
GAS - Dunken (gallons)	184.60	\$502.82
DIESEL - Dunken (gallons)	127.10	\$434.59
COST OF ROADWORK		\$280,924.18
COST OF SOLID WASTE		\$11,183.85
OFFICIAL HEADCOUNT		44
HEADCOUNT ADJUSTMENTS (DEC.)		-2
HEADCOUNT ADDITIONS (DEC.)		3
CURRENT HEADCOUNT (DEC.)		32

(Signature)
JOE E. WEST
ROAD OPERATIONS DIRECTOR