

**CHAVES COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING AGENDA**  
**September 19, 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 AGENDA**

**APPROVAL OF MINUTES**

**PROCLAMATION**

**AGENDA ITEMS**

**A. PUBLIC HEARING**

1. Ordinance No. O-116 would Repeal Ordinance O-110 which approved a LEDA project and Authorized the Execution of an Intergovernmental agreement and a Project Participation agreement for LEDA Eligible Expenditures for an expansion and Construction of a Frozen Warehouse Facility in Chaves County.
2. To Amend Ordinance #8 Chaves County Personnel Policy.

**B. AGREEMENTS AND RESOLUTIONS**

3. Agreement A-24-050 between Chaves County and NM Energy, Minerals, and Natural Resources Department.
4. Agreements A-24-051 for Apic Solution Inc., proposal, and A-24-052 for US Capital Corp, and give the purchasing director signature authority for the financing agreement with US Capital Corp.
5. Ratification of Agreement A-24-53 between Chaves County and The New Mexico Transportation – Traffic Safety Division.
6. Agreement A-24-054 between Chaves County and Facility Build of Albuquerque, NM for the St. Mary's Complex Co-Op Renovation.
7. Resolution R-24-042 Ratify Approval of DWI Special Application for FY25.
8. Resolution R-24-043 Ordering the Chaves County Assessor to Impose the 2024 Certified Tax Rates.
9. Resolution R-24-044 Support for the New Mexico Counties 2025 Legislative Priorities.

## **C. OTHER BUSINESS**

10. Requesting to Change the November 2024 Board of Commissioners Meeting to November 14, 2024.

11. DFA Approval of FY 2024-2025.

### **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**
- **SIGNATURE OF DOCUMENTS**
- **ADJOURNMENT**

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If you have a disability and need a reader, qualified sign language interpreter, or any 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 accessible format is needed.

AGENDA ITEM: <sup>1</sup> \_\_\_\_\_

Ordinance No. O-116 would Repeal Ordinance O-100 which Approved a LEDA Project and Authorized the Execution of an Intergovernmental Agreement and a Project Participation Agreement for LEDA Eligible Expenditures for an Expansion and Construction of a Frozen Warehouse Facility in Chaves County

MEETING DATE: September 19, 2024

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Bill Williams, County Manager

**ACTION REQUESTED:** Approve Ordinance

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**ITEM SUMMARY:**

Ordinance O-116 would repeal Ordinance O-100 and nullify the Intergovernmental Agreement (IGA) between the State of New Mexico Economic Development Department and Chaves County, and the Project Participation Agreement (PPA) with Leprino Foods Company for economic development, in Chaves County. The goal of this project was to maintain 550 existing jobs while creating 5 new jobs in Chaves County to reach a total of 555 jobs at Leprino Foods Company. The PPA set forth milestones and requirements for Leprino Foods Company to obtain the economic development funds. Leprino Foods Company met all provisions listed in the PPA and Chaves County completed all payments to Leprino Foods Company with the approved funds as required in the IGA.

This is a public hearing and was properly advertised in the Roswell Daily Record Staff recommends approval.

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**SUPPORT DOCUMENTS:** Ordinance O-116, NM Economic Development Department closeout request, Intergovernmental Agreement A-18-012, Project Participation Agreement A-18-013, Ordinance O-100

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**SUMMARY BY:** Bill Williams

**TITLE:** County Manager

**ORDINANCE NUMBER O-116**

**AN ORDINANCE REPEALING ORDINANCE NUMBER O-100 RELATING  
TO AGREEMENTS BETWEEN CHAVES COUNTY THE NEW MEXICO  
DEPARTMENT OF ECONOMIC DEVELOPMENT AND LEPRINO FOODS COMPANY**

**WHEREAS**, the Chaves County Economic Development Plan Ordinance enables the county to engage in public support of economic development projects which foster, promote, and enhance local development efforts, by § Section 5-10-1 thru 5-10-17, NMSA 1978; and

**WHEREAS**, the Chaves County Economic Development Ordinance allows the county to enter into a project participation agreement (PPA) with a qualifying entity in concert with the Local Economic Development Act (LEDA); and

**WHEREAS**, the Chaves County Economic Development Plan Ordinance also allows the county to enter into an Intergovernmental Agreement (IGA) to administer payments of project monies to the qualifying entity on behalf of the New Mexico Department of Economic Development and LEDA; and

**WHEREAS**, Leprino Foods Company is located at 5600 Omaha Road, Roswell, NM, where it has constructed a dairy processing and packaging facility; and

**WHEREAS**, Chaves County adopted Ordinance Number O-100 which identified Leprino Foods Company as a qualifying entity under LEDA, describing Leprino Foods Company as an industry for the manufacturing, processing, or assembling of an agricultural product; and

**WHEREAS**, an IGA was created between Chaves County and the New Mexico Department of Economic Development to administer the payment of \$200,000.00 in project monies to Leprino Foods Company to be used for the expansion and construction of a frozen warehouse facility; and

**WHEREAS**, Leprino Foods Company has fulfilled all of the requirements of the PPA and Chaves County has provided \$200,000 in project monies as required by the IGA; and

**WHEREAS**, the terms of both the PPA and the IGA have been fulfilled which deems this Ordinance O-100 unnecessary; and

**WHEREAS**, the Chaves County Economic Development Plan Ordinance requires that Ordinance O-100 be repealed by Ordinance; and

**WHEREAS**, both the New Mexico Department of Economic Development and Leprino Foods Company concur with the repeal of Ordinance O-100.

**NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF CHAVES COUNTY, NEW MEXICO THAT**, Chaves County hereby repeals Ordinance O-100 with the adoption of Ordinance O-116 with the effective date being October 20, 2024.

**BE IT FURTHER ORDAINED**, that Chaves County hereby terminates its Intergovernmental Agreement with the New Mexico Department of Economic Development and the Project Participation Agreement with Leprino Foods Company both which were entered into pursuant to Ordinance O-100.

**PASSED, ADOPTED, SIGNED and APPROVED** the 19<sup>th</sup> day of September 2024.

**BOARD OF COUNTY COMMISSIONERS**

**ATTEST**

\_\_\_\_\_  
Cindy Fuller, County Clerk

\_\_\_\_\_  
Jeff Bilberry, Commission Chair



Michelle Lujan Grisham • Governor  
Mark Roper • Acting Cabinet Secretary

July 22, 2024

Chaves County  
Attn: Mr. Bill Williams, County Manager  
1 St. Mary's Place  
Roswell, NM 88203

Re: Leprino Foods LEDA Project – Project # LCO-2018-16

Dear Mr. Williams,

As you may be aware, Chaves County, acting on behalf of the State of New Mexico, entered into a LEDA grant agreement with Leprino Foods.

On May 21, 2018, the Chaves County Commission approved Ordinance O-100, which authorized the County to enter into a Project Participation Agreement with Leprino Foods. The commission also approved an associated PPA, along with an Intergovernmental Agreement (IGA) with the New Mexico Economic Development Department requiring at least 550 full-time employees for the duration of the project. On Dec. 21, 2018, the Economic Development Department transferred \$200,000 to the County to reimburse Leprino Foods for eligible land, building and infrastructure expenses in line with the IGA.

NMEDD has reviewed all submitted documents, including the ES903A's, and has confirmed that Leprino Foods' operation in Chaves County has consistently employed between 560 and 570 full-time employees and provided a full return on investment to the State of New Mexico and Chaves County. Additionally, Leprino's letter of credit (Wells Fargo Bank, IS000055714U), supplied as security for the reimbursement funding, has expired.

As per the executed PPA and the associated IGA the New Mexico Economic Development Department is requesting closing LEDA project no. LCO-2018-16 by passing a repealing ordinance for County Ordinance O-100 per LEDA statute.

The State of New Mexico would like to thank you for your assistance and efforts toward successfully growing the economy in Chaves County and the surrounding rural communities. Please don't hesitate to reach out if you have any questions.

Respectfully,

Mark Roper  
Acting Cabinet Secretary  
New Mexico Economic Development Department

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT  
AND CHAVES COUNTY  
Chaves County Agreement No. A-18-012**

This Intergovernmental Agreement ("Agreement") is entered into by and between the New Mexico Economic Development Department ("EDD") and Chaves County (the "County"), a political subdivision of the State of New Mexico, and collectively referred to as "the Parties" with reference to the following facts.

**RECITALS:**

**WHEREAS**, the legislature of the State of New Mexico appropriated funds to the Economic Development Department for economic development projects statewide pursuant to the Local Economic Development Act (the "Appropriation"); and

**WHEREAS**, the purpose of the Local Economic Development Act, NMSA 1978 §5-10-1 through §5-10-13 (2007) ("LEDA"), is to provide "public support for economic development to foster, promote and enhance local economic development efforts"; and

**WHEREAS**, the County has adopted LEDA by Ordinance O-097 on the 16th day of March, 2017, which established the Chaves County Economic Development Plan that promotes economic development within the County; and

**WHEREAS**, Leprino Foods Company (hereinafter "Qualifying Entity") has entered into a Local Economic Development Project Participation Agreement (hereinafter "PPA") with the County. A copy of the County's Ordinance and PPA are attached hereto and incorporated herein; and

**WHEREAS**, pursuant to the terms of that PPA, the Qualifying Entity will the Company will maintain their existing facility located in Roswell, NM and construct a 70,000 square foot cold storage warehouse. The County will retain 550 full-time employees and add 5 new employees by December 31, 2022; and

**WHEREAS**, EDD and the County desire to enter into this Agreement as necessary to facilitate disbursement of funds for the Project.

**NOW THEREFORE**, the Parties do hereby agree to the following terms and conditions to accomplish the Project.

**SECTION 1. PURPOSE OF AGREEMENT:**

The purpose of this Agreement is to define the responsibilities of the County and EDD for the oversight and administration of the up to \$200,000 appropriation for the Project. It is the intent of the parties that the County will receive an amount up to two hundred thousand dollars (\$200,000) to implement the Project. The Parties agree that all State funds received

will be accounted for by the County as the fiscal agent for EDD in accordance with the procedures the County uses to account for its own funds. The County will use any properties acquired or developed by the County as a result of implementation of the Project for economic development purposes only.

**SECTION 2. SCOPE OF WORK:**

The County will act as fiscal agent for up to \$200,000 of the appropriations for the Project. EDD will transfer up to \$200,000 to the County for costs and expenses associated with the Project. In exchange for the contribution, the Qualifying Entity certifies it will employ 555 full-time employees at the facility by December 31, 2022.

All the terms, conditions, and requirements set forth under the PPA are incorporated into this Agreement. EDD and the County agree that failure of the Qualifying Entity to create the number of new full-time jobs described in the PPA or otherwise meet its obligations as set forth under the PPA shall require the County to apply the applicable Clawback as provided for by the PPA. In the event that the Qualifying Entity does not remit to the County the monies owned as provided for by the PPA, such violation will require that the County foreclose on the security interest after any cure period granted to the Qualifying Entity. Any monies recovered by the County as a result of payment made by the Qualifying Entity from the application of the applicable Clawbacks shall be returned to EDD within 30 days. Any foreclosure of the security interest shall be returned to EDD. The Qualifying Entity will deliver to the County contemporaneously with the execution of the PPA a form of security acceptable to all parties, which will be incorporated into this Agreement (the "Security").

**SECTION 3. CHAVES COUNTY RESPONSIBILITIES:**

**The County shall:**

Pay the costs and expenses incurred for the Project from the Appropriation.

Provide to EDD supporting documentation in a format acceptable to EDD for activities associated with the Project. Any funds recaptured by the County as the result of enforcing the provisions of the PPA shall be returned to EDD.

The County shall notify EDD in writing of any default by the Qualifying Entity within 15 business days of learning of the event of default.

Serve as Fiscal Agent for the funds transferred to it under this Agreement.

Distribute the funds transferred to the County by EDD to the Project.

Account for receipts and disbursements of said monies; and provide EDD with the required financial documentation pertaining to this disbursement;

Submit all required and reasonably requested documentation to EDD including the endorsed LEDA Ordinance accepting the Project as the qualifying entity for LEDA; the signed PPA entered into by the County and the Qualifying Entity; a fully executed copy of the Security; and copies of invoices and other documentation as required by EDD within the time required.

Not impose any obligations on EDD with respect to the administration of this Project, other than the transfer of funds as described herein.

Initiate and prosecute litigation as necessary to enforce the terms of the PPA if necessary; and

Monitor job creation by the Qualifying Entity and report the number of jobs created to EDD each quarter until December 31, 2022. Job reports shall include a copy the Qualifying Entity's quarterly reports to the New Mexico Department of Workforce Solutions.

#### **SECTION 4. COUNTY CERTIFICATIONS:**

As Fiscal Agent, the County hereby assures and certifies that:

A. It will comply with all applicable State laws, regulations, policies, guidelines and requirements with respect to the acceptance and use of the Appropriation.

B. It has the legal authority to receive and expend the Appropriation.

C. It will enforce the provisions of Ordinance No. O-097 adopted on the 16th day of March 2017 and the County's Economic Development Plan;

D. It has exercised due diligence in certifying that the Project is a viable economic development initiative with potential long term economic development benefits based on information provided by EDD;

E. It will provide to EDD upon request all documentation and references to expertise it has relied upon in approving this Project and with copies of all reports and all documentation the County receives from the Qualifying Entity.

F. It has entered into a PPA with the Qualifying Entity and has obtained all financial documentation necessary to protect the County and State's investments in the Project.

G. It shall not at any time during the life of this Agreement convert any property acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined herein;

H. It will notify EDD of any default on the part of the Qualifying Entity within 15 business days of learning of any default and shall provide the Qualifying Entity an



opportunity to cure any default by in accordance with the PPA prior to termination thereof.

I. No member, officer or employee of the County or its designees or agents, no member of the governing body of the locality of which the Project is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interests, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The County shall incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification.

J. It has complied with Article IX, Section 14, of the New Mexico Constitution known as the "anti-donation clause."

#### **SECTION 5. EDD RESPONSIBILITIES:**

EDD shall:

A. Transfer to the County for costs and expenses incurred for the Project an amount not to exceed two hundred thousand dollars (\$200,000). The funds shall be used only for the purpose stated in this Agreement; and

B. At its discretion, review and audit the Project if it is deemed to be necessary or desirable; and

#### **SECTION 6. TERM OF AGREEMENT:**

This Agreement shall become effective on the date it is fully executed and shall terminate on January 31, 2023 or when all of the obligations of the PPA have been fulfilled.

#### **SECTION 7. LIABILITY:**

No Party shall be responsible for liability incurred as a result of the other Party's acts or omissions. Any liability incurred in connection with this Agreement is subject to the New Mexico Tort Claims Act. The County and EDD may agree to reimburse one another under these liability provisions, subject to sufficient appropriation by the New Mexico Legislature or sufficient funds being available to the party, as determined by the Party responsible for payment.

#### **SECTION 8. DISPOSITION OF PROPERTY; RECORDS; RETURN OF SURPLUS FUNDS**

Property purchased under this Agreement for the Project shall remain with the purchasing party unless otherwise agreed.

The County shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Project, the purposes for which such funds were used and such other records as EDD may require.

If, upon the expiration of the Project or the termination date of this Agreement, the County possesses any surplus funds, County shall return said funds to EDD for disposition in accordance with law.

**SECTION 9. STRICT ACCOUNTABILITY:**

The County shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EDD and the New Mexico State Auditor quarterly or upon request, and shall maintain all such records for a period of six (6) years following completion of all the records and any audits.

**SECTION 10. REPORTS:**

The Qualifying Entity shall submit quarterly reports regarding employment to the County during the life of this Agreement and the County shall share those reports and any other information obtained respecting job retention and creation attributable to the State appropriation with EDD. The County shall coordinate with EDD to conduct an annual performance review of the Project.

**SECTION 11. NOTICES; REPRESENTATIVES OF THE PARTIES:**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. Mail, either first class or certified, return receipt requested, postage prepaid, as follows. The parties hereby designate the individuals named below as their representative responsible for overall administration of this Agreement.

To EDD:  
Juan Torres  
Finance Development Team Leader  
Joseph Montoya Building  
1100 St. Francis Drive  
Santa Fe, New Mexico 87505

To the County:  
Stan Riggs  
County Manager  
Chaves County  
#1 St. Mary's Place  
Roswell, New Mexico 88203

**SECTION 12. AMENDMENTS:**

This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto.

**SECTION 13. GOVERNING LAW:**

The laws of the State of New Mexico shall govern this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the last date of signature below.

BOARD OF CHAVES COUNTY COMMISSIONERS

By:   
Robert Corn, Chairman

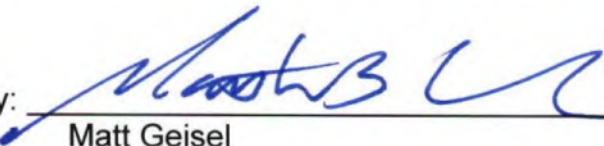
ATTEST:

  
Dave Kunko, County Clerk

APPROVED AS TO FORM

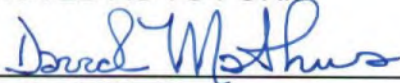
By:   
Stanton L. Riggs, County Attorney

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By:   
Matt Geisel  
Cabinet Secretary

Date: \_\_\_\_\_

APPROVED AS TO FORM

By:   
David Mathews  
General Counsel

**PROJECT PARTICIPATION AGREEMENT**  
**Chaves County Agreement No. A-18-013**

This Project Participation Agreement (this "Agreement") is entered into on July 1, 2018 by and between **Chaves County, New Mexico** (the "County"), a political subdivision of the State of New Mexico (the "State"), and Leprino Foods Company ("the "Company"). The parties agree:

**Recitals.**

**Whereas**, Leprino Foods Company established operations in Chaves County New Mexico in 1993 when it acquired an existing cheese plant that employed 100 people; and

**Whereas**, since this acquisition Leprino Foods Company has made major investments at this plant including a large expansion that updated the equipment of the facility and expanded the capability of the facility to produce both cheddar and mozzarella cheese. The number of employees at the facility has increased to 552 as of December 31, 2017.

**Whereas**, Leprino Foods Company has proven to be a major employer and quality corporate citizen in Chaves County for the past 25 years; and

**Whereas**, Article 9, Section 14 of the New Mexico Constitution provides counties with the ability to create new job opportunities by providing land, buildings or infrastructure to support new or expanding businesses, provided that adequate safeguards are employed to protect public monies and resources. Pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-13 NMSA 1978 (the "Act"), public support for economic development may be provided if the governmental entity has adopted by ordinance an economic development plan and has approved by a second ordinance an application for a project in keeping with such plan; and

**Whereas**, Pursuant to Chaves County Ordinance No. O-088 adopted on the 20th day of November, 2014, the County has adopted a Local Economic Development Plan (the "Plan") pursuant to the Act which authorized the County to provide public support and to consider applications for economic development assistance; as required by Section 5-10-6, NMSA 1978; and

**Whereas**, as provided in the Economic Development Plan Ordinance, the County has considered an application from the Company that proposed the County serve as the local government conduit for an appropriation of up to \$200,000 from the Legislature of the State of New Mexico (the "State Contribution") for the Company's expansion and construction of a new frozen warehouse located at 5600 Omaha Rd. Roswell, New Mexico (the "Project"); and

**Whereas**, the County has adopted Ordinance No. O-100 finding that the Company is a "qualifying entity" and the Project is an "economic development project" as those terms are defined by the Act, and approving this Project Participation Agreement (this "Agreement") as meeting the requirements of the Act.

Now therefore, in consideration of the forgoing and intending to be legally bound, the parties agree as follows:

**1. Goals and Objectives.**

The objective of this Agreement is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the Project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.

**2. Substantive Contribution from the Company.**

The Company will provide the following substantive contributions:

- a. **Facility.** The Company will maintain their existing facility located in Roswell, NM and construct a 70,000 square foot cold storage warehouse.
- b. **Investment.** The Company will make capital investments in the Project and costs associated with it in the amount of approximately \$15,000,000 by June 30, 2019 (the "Project Contribution").
- c. **Job Retention.** The Company will employ at least 550 full-time employees at the facility from the date of execution of this agreement until the completion of this agreement. Full-time employment positions are at least 32 hours per week and offer the employees the full range of benefits offered to other full-time employees of the Company.
- d. **Job Creation.** The company will maintain a headcount of 550 (as of December 31, 2017) and verified by the Company's 2017 quarterly UI report average submitted to NM Department of Workforce solutions, attached hereto as exhibit A, and maintain those positions until the termination of this agreement. Additionally, the Company will create 5 new fulltime positions as outlined in the Job Determination chart below in Section 6.
- e. **Sustainability.** Although the Company intends to have a long-term presence in Chaves County, for purpose of the contractual obligations of this Agreement, the Company covenants to continue to operate the Project until June 30, 2023.

**3. The State Contribution**

The state will contribute up to \$200,000.

- a. The County anticipates the State Contribution of up to \$200,000 will be delivered by the State to the County for disbursement to the Company upon the enactment of the Project LEDA Ordinance; the execution of these documents; and the execution of the intergovernmental agreement between the State and the County. After these events occur, the County may request transfer of the State funds. Upon receipt of

the state funds, the County will place the State contribution in a separate account established in connection with the Project, as required by law. The County will disburse the State Contribution only in the manner described in this Agreement and the Intergovernmental Agreement. The County will disburse the State Contribution as reimbursement for LEDA statutorily eligible expenditures including, but not limited to, land, building and infrastructure in accordance with this and the subsequent Intergovernmental Agreement and subject to the Company's achievement of the hiring and development targets provided in this Agreement. Disbursements shall be paid on a reimbursement basis and the Company shall incur the initial expense of eligible capital expenditures and may, in turn, submit requests for reimbursement to the County.

- b. The State Contribution is composed of up to \$200,000 which will be disbursed to the Company in accordance with the provisions of this Agreement for such purposes as set forth in N.M.S.A. 1978 § 5-10-3(D) and this Agreement.

**4. The County Contribution.**

- a. The County will account for receipts and disbursements of the State contribution and will provide financial documentation to the State pertaining to said contribution. The County will comply with the Local Economic Development Act with respect to the acceptance and disbursement of the State contribution.
- b. The State Contribution will be disbursed to the Company through the County for reimbursement of LEDA eligible expenditures.

**5. Disbursement of State Contribution**

- a. **Conditions to Disbursement; Performance Milestones.** The State Contribution will be disbursed in two separate allotments. Each disbursement will be conditioned on (i) the Company's having incurred expenses which are eligible for reimbursement under LEDA prior to the disbursement and (ii) the Company's satisfaction of the performance milestones set forth below (the "Disbursement Performance Milestones") for each allotment prior to the disbursement:

<b>Amount of State Contribution Available for Disbursement</b>	<b>Disbursement Performance Milestone</b>
\$198,000	Retain a minimum of 550 employees and add 1 new employee over starting headcount
\$2,000	Project Closeout

- c. **Disbursement Requests.** From time to time, after the Company has satisfied the conditions to disbursement set forth above, the Company may submit to the County a written request for disbursement of the State Contribution (the "Disbursement Request"). All Disbursement Requests shall be accompanied by (i) documentation substantiating expenses eligible for reimbursement under LEDA and (ii) documentation of the Company's current employment level in New Mexico. The County may, in good faith, object to or require additional information regarding a Disbursement Request to verify compliance with this Agreement. Each disbursement request must be a minimum of \$50,000.
- d. **Review.** The County will deliver each Disbursement Request for review by the New Mexico Economic Development Department to assure the charges submitted are LEDA eligible. The Department's review and approval or objection shall not be unreasonably withheld and shall occur within 15 days of receipt of the disbursement request by the Department from the County.
- e. **No Offset of County costs.** The County may not offset any internal costs or overhead charges for review or processing of the Disbursement Requests against the Disbursement Request or the State Contribution.
- f. **Security.** As security for the faithful performance and payment of the Company's obligations under this Agreement, prior to the Company's receipt of any part of the State Contribution, the Company shall furnish the County with a Letter of Credit in the amount of \$198,000 in a form mutually acceptable to the parties.
  - i. No portion of any allotment shall be available for disbursement until the Security in the amount of the entire allotment is in place.
  - ii. The County may draw on the Security in order to satisfy any unpaid Clawback Penalty which shall become due and payable. Such draw may be initiated without filing a proceeding in any court of competent jurisdiction.
  - iii. Provided that the Company has not been required to pay any Clawback, the Security will terminate 3 years after execution of this document.
  - iv. If the State reduces the amount of LEDA Funds that are made available for the Project and/or if the Company does not draw the entire amount of the LEDA Funds available, the Maximum Obligation will be reduced proportionately to reflect the amount of LEDA Funds actually received by the Company.

## **6. Clawbacks.**

Notwithstanding any other provision of this Agreement, the Clawback Penalties set forth in this Section (together with forfeiture of the security instrument provided to secure the Company's Clawback obligations), shall be one remedy available in law to the County for breach of this agreement available to the County upon the Company's breach of this agreement.

- a. **Facility Closure Clawback.** If the Company ceases operations in the County on or before June 30, 2020 the Company will repay to the County all LEDA Funds the Company actually received from the County as of that date (the "Facility Closure

Clawback”) and the County shall execute reimbursement without notice from the Security executed by the Company as a condition of this agreement. For purposes of this Agreement, a significant reduction in staff; a failure to produce product for a period of 90 days or more; or failure to occupy the facility shall be considered a cessation of operations.

- b. **Performance Clawback.** It is the Company’s intent to create, hire and maintain the number of jobs set forth in the table below under the column captioned “Target Job Number” on the Job Measurement Dates set forth below. If the Company does not achieve the job numbers set forth under the column captioned “Minimum Job Number” in the table below on each of the specified Job Measurement Dates (and after expiration of the Cure Periods), then the Company shall be required to pay a Clawback Penalty (as defined below) to the County which will be applied in the percentage set forth in the table below:

<b>Job Determination Date</b>	<b>Minimum Job Retention</b>	<b>New Job – Total Job Count</b>	<b>Clawback Penalty if Minimum Job Number not met</b>
December 31, 2018	550	0 + 550	100% of Clawback Penalty
December 31, 2019	550	4 + 554	100% of Clawback Penalty
December 31, 2020	550	1 + 555	100% of Clawback Penalty

For the purposes of this Section:

The “Clawback Penalty” is a penalty that the Company will be required to pay the County upon the Company’s failure to meet the Minimum Job Target on the applicable Job Determination Date, if such Minimum Job Target is not otherwise reached by the Company during the Cure Period. The Clawback Penalty shall be equal to the product of the Percentage Hiring Shortfall (as defined herein), multiplied by the total State Contribution paid to the Company as of that time. For purposes of this subsection, the “Percentage Hiring Shortfall” shall be the quotient of (i) the Minimum Job number for applicable Job Determination Date, minus the actual number of jobs the Company maintains at the Facility at that time, divided by (ii) the Minimum Job number for applicable Job Determination Date.

“Cure Period” is the period of 180 days after each Job Determination Date during which the Company shall have the opportunity to cure any shortfall in meeting the Minimum Job number. If the Company fails to reach the Minimum Job Target during the Cure Period, the Company shall pay the County a Clawback Penalty determined in accordance with the table set forth above.



Example # 1 December 31, 2019

Actual job count 540  
Total Job Count 554  
Clawback  $\$198,000 * 3% * 100% = \$5,003.61$

Example # 2 December 31, 2020

Actual Job Count 495  
Total Job Count 555  
Clawback  $\$198,000 * 11% * 100% = \$21,405.41$

“Cure Period” is the period of 180 days after each Job Determination Date during which the Company shall have the opportunity to cure any shortfall in meeting the Minimum Job number. If the Company fails to reach the Minimum Job Target during the Cure Period, the Company shall pay the County a Clawback Penalty determined in accordance with the table set forth above.

If the Company has been required to pay the Facility Closure Clawback, the Company will not be required to pay any Performance Clawback that may come due after the date of such payment.

c. **Job Reporting.** The Company shall submit its quarterly employment reports in the form of an affidavit signed by an officer of the Company and a copy of the Company's quarterly reports to the New Mexico Department of Workforce Solutions. Such reports are due respectively every January 31, April 30, July 31, and October 31 throughout the term of this agreement. The County or the State may request a copy of the Company's quarterly employment reports, at any time while this Agreement is in effect, and the Company agrees to provide such documents. The Company acknowledges this quarterly reporting will be relied upon by the County and the State to ascertain if the Company is in compliance with the job creation provisions of this Agreement and all subsequent and ancillary agreements. The Company will receive no disbursements of State Contribution as stipulated in this Agreement without timely submission of the quarterly job reporting as set forth herein.

## **7. Additional Grounds for Clawback:**

The Company agrees it will abide by all laws and regulations of the United States of America, the state of New Mexico and Chaves County. Failure to do so may result in a Clawback of all or a portion of the State's contribution.

## **8. Fees.**

Each party shall bear its own costs and expenses in connection with the negotiation, execution and delivery of this Agreement or any amendment or enforcement of this Agreement.

## **9. Annual Performance Review.**

To ensure the prudent use of the taxpayer's funds and as required by the LEDA statute and Ordinance, the Project will be subject to an annual performance review conducted by County or New Mexico Economic Development Department staff beginning on December 31, 2018 and every year thereafter until this agreement terminates. The review will evaluate whether the Project is meeting the requirements set forth in this Agreement and any subsequent agreements or amendments and shall be made available to the State. At this time, the Company may report any difficulties it has experienced under the terms of this agreement or the LEDA program and may request any assistance it deems necessary. The County or State may request the company to provide data and information to assess the broader economic impact of the Project, but the Company shall not be required to divulge information or documents it considers confidential or proprietary. If the requirements are not being met, the County may terminate this assistance to the Project by passage of an ordinance which terminates this Agreement and specifies the disposition of all obligations of the Project. In addition, in accordance with LEDA, the County may enact an ordinance revoking the LEDA Ordinance and dissolving or terminating any or all Projects thereunder. In the event the County terminates the LEDA Ordinance or this Agreement, the County will specify the disposition of all obligations of the Project after satisfying this Agreement and all rights of the parties arising under this Agreement through the date of such termination.

## **10. Termination.**

This Agreement shall terminate at the close of business on January 31, 2023 or when otherwise terminated by ordinance.

## **11. Liability.**

No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, et seq.), or to waive any immunities, limitations or required procedures thereunder. Nothing in this Agreement constitutes a waiver of any party's right to seek judicial relief.

## **12. Amendments.**

This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto including the New Mexico Economic Development Department.

## **13. Governing Law.**

This Agreement shall be governed by the laws of the State of New Mexico.

**14. Miscellaneous.**

This Agreement binds and inures to the benefit of the County and the Company and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning party and the New Mexico Economic Development Department; provided, however, that with notice to the County and the New Mexico Economic Development Department, the Company may assign this Agreement to any affiliate or other member of the Company that agrees in writing to assume and perform all of the Company's obligations under this Agreement. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument.

**15. Notice.**

All notices or other written communications, including requests for disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown below. If notice is mailed, it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. If any written notice is sent by facsimile or electronic mail, it will be deemed received upon printed or written confirmation of the transmission. A party may change its notice address by written notice to the other party to this Agreement.

The initial notice addresses for the parties are as follows:

If to the County:

Chaves County with copy to the County Attorney  
Attention: County Manager  
#1 St Mary's Place  
Roswell, New Mexico 88203  
Tel: (575) 624-6602

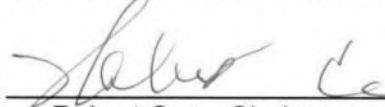
If to the Company:

Leprino Foods Company  
Attn: Michael Reidy, Senior Vice President  
1830 West 38<sup>th</sup> Ave.  
Denver, Colorado 80211-2225  
Tel: (303) 480-2662

Effective Date: July 1, 2018

**SIGNATURE PAGE TO PROJECT PARTICIPATION AGREEMENT**

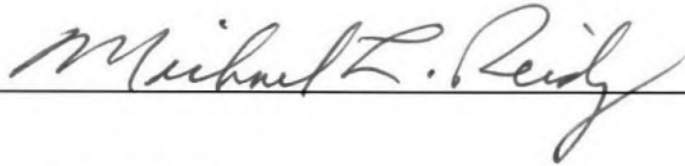
BOARD OF CHAVES COUNTY COMMISSIONERS

By:   
Robert Corn, Chairman

ATTEST:

  
Dave Kunko, County Clerk

Leprino Foods Company

By 

Name: Michael Reidy

Title: Senior Vice President

# Exhibit A

New Mexico Department of WORKFORCE SOLUTIONS Wednesday, March 7, 2018 Kachinski, Trudy • Print • Logout • Change Password

Employer Home [Home](#) [Employment and Wage Detail Reporting Home](#) [View Submission History](#)

Workflow - My Inbox Employer Account Number **00117193**    Employer Name **LEPRINO FOODS COMPANY**    Claims Response Method **SIDES**  
 DBA Name **Leprino Foods Company**    TPA **50000076**

Inbox

Determination and Issue Summary

Account Maintenance

Benefit Charge Activities

Correspondence

Employment and Wage Detail Reporting

Submit Employment and Quarterly Wage Detail

Adjustments

**View Submission History**

View Employment and Wage Detail History

View Out-of-State Wage Credit History

View Employment and Wage Detail Calculation History

View Exception Gross Wages and Employee Count History

Payment Information

User Maintenance

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**Employment and Wage Detail Submission History Search**

From:  (mm/dd/yyyy)

To:  (mm/dd/yyyy)

Confirmation#:

Submission Type:

Quarter:

Year:

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**Search Results**

Submission Date	Year	Qtr	Filing	Method	Confirmation Number	SSNs	Total UI Gross Wages	NM Withholding	WC Fees	Month			Status	Record Errors	Submitter
										1	2	3			
4/24/2017	2017	1	Original	File Upload	00117193_042417210520	579	\$6,745,073.84	\$209,975.92	\$0.00	549	557	551	Processed		tkachins00

New Mexico Department of WORKFORCE SOLUTIONS Wednesday, March 7, 2018 Kachinski, Trudy • Print • Logout • Change Password

Employer Home [Home](#) [Employment and Wage Detail Reporting Home](#) [View Submission History](#)

Workflow - My Inbox Employer Account Number **00117193**    Employer Name **LEPRINO FOODS COMPANY**    Claims Response Method **SIDES**  
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**Employment and Wage Detail Submission History Search**

From:  (mm/dd/yyyy)

To:  (mm/dd/yyyy)

Confirmation#:

Submission Type:

Quarter:

Year:

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**Search Results**

Submission Date	Year	Qtr	Filing	Method	Confirmation Number	SSNs	Total UI Gross Wages	NM Withholding	WC Fees	Month			Status	Record Errors	Submitter
										1	2	3			
7/21/2017	2017	2	Original	File Upload	00117193_072117160524	582	\$7,227,115.27	\$217,662.00	\$0.00	544	544	550	Processed		tkachins00

# Exhibit A (continued)

New Mexico Department of WORKFORCE SOLUTIONS Wednesday, March 7, 2018 Kachinski, Trudy + Print Logout Change Password

Employer Home [Home](#) [Employment and Wage Detail Reporting Home](#) [View Submission History](#)

Workflow - My Inbox Employer Account Number **00117193** Employer Name **LEPRINO FOODS COMPANY** Claims Response Method **SIDES**  
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Payment Information

User Maintenance

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**Employment and Wage Detail Submission History Search**

From:  (mm/dd/yyyy)

To:  (mm/dd/yyyy)

Confirmation#:

Submission Type:

Quarter:

Year:

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**Search Results**

Submission Date	Year	Qtr	Filing	Method	Confirmation Number	SSNs	Total UI Gross Wages	NM Withholding	WC Fees	Month			Status	Record Errors	Submitter
										1	2	3			
10/20/2017	2017	3	Original	File Upload	00117193_102017122408	585	\$6,746,787.06	\$207,772.97	\$0.00	557	552	546	Processed		tkachins00

New Mexico Department of WORKFORCE SOLUTIONS Thursday, March 1, 2018 Kachinski, Trudy + Print Logout Change Password

Employer Home [Home](#) [Employment and Wage Detail Reporting Home](#) [View Submission History](#)

Workflow - My Inbox Employer Account Number **00117193** Employer Name **LEPRINO FOODS COMPANY** Claims Response Method **SIDES**  
 Inbox DBA Name **Leprino Foods Company** TPA **50000076**

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**Employment and Wage Detail Submission History Search**

From:  (mm/dd/yyyy)

To:  (mm/dd/yyyy)

Confirmation#:

Submission Type:

Quarter:

Year:

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**Search Results**

Submission Date	Year	Qtr	Filing	Method	Confirmation Number	SSNs	Total UI Gross Wages	NM Withholding	WC Fees	Month			Status	Record Errors	Submitter
										1	2	3			
1/24/2018	2017	4	Original	File Upload	00117193_012418190937	573	\$7,655,151.51	\$241,025.86	\$0.00	548	553	552	Processed		tkachins00

## Exhibit A (continued)

LEPRINO FOODS COMPANY  
ROSWELL, NEW MEXICO  
2017 UNEMPLOYMENT REPORTS

January	549
February	557
March	551
April	544
May	544
June	550
July	557
August	552
September	546
October	548
November	553
December	552
	<hr/>
	6603
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	12
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	550 average
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**ORDINANCE NUMBER O-100**

**AN ORDINANCE OF CHAVES COUNTY APPROVING THE PROJECT AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT AND A PROJECT PARTICIPATION AGREEMENT, ACCEPTING FROM THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT \$200,000 FOR ECONOMIC ASSISTANCE TO SUPPORT THE EXPANSION AND CONSTRUCTION OF A NEW FROZEN WAREHOUSE FACILITY BY LEPRINO FOODS COMPANY IN CHAVES COUNTY**

**WHEREAS**, Chaves County has passed Ordinance No. 0-088, relating to Economic Development Planning; and

**WHEREAS**, the purpose of the Economic Development Plan is to “allow public support of economic projects to foster, promote and enhance local economic development efforts while continuing to protect against the unauthorized use of public money and other public resources;” and

**WHEREAS**, Leprino Foods project is a qualifying entity as stated in Ordinance No. O-088, by being “an industry for manufacturing, processing, or assembling of any agriculture or manufactured products;” and

**WHEREAS**, the State of New Mexico Economic Development Department desires to support Leprino Foods Company’s development, through an appropriation of the legislature of the State of New Mexico by entering into a contract with Chaves County to contribute \$200,000 toward the expansion and construction of a new frozen ware house facility; and

**WHEREAS**, Chaves County desires to enter into an agreement with Leprino Foods Company in the form of a Project Participation Agreement, as provided for in Ordinance No. O-088.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF CHAVES COUNTY, NEW MEXICO:**

**Section 1.** The Leprino Foods Company Project application is hereby approved, and the Chair of the Commission is authorized to execute on behalf of the Chaves County Commission an Intergovernmental Agreement in substantially the form attached with the State of New Mexico Economic Development Department to accept \$200,000 to be used specifically for the expansion and construction of a frozen warehouse facility by Leprino Foods Company in Chaves County.

**Section 2.** The Chair of the Commission is authorized to execute on behalf of Chaves County a Project Participation Agreement in substantially the form attached with Leprino Foods Company, for the expansion and construction of a frozen warehouse facility by Leprino Foods Company.

**Section 3.** Repealer. All ordinances or parts of ordinances in conflict or inconsistent herewith be, and the same hereby are repealed to the extent only of such conflict or inconsistency, and as to all other ordinances, this ordinance is hereby made cumulative. This repealer shall not be construed to revive any ordinance or parts of any ordinance heretofore repealed.

**Section 4.** Severability. If any section, paragraph, clause or provision of this ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

**Section 5:** Effective date. This ordinance shall be effective June 21, 2018.

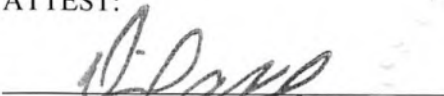
PASSED, ADOPTED, SIGNED and APPROVED the 21<sup>st</sup> day of May, 2018.

BOARD OF CHAVES COUNTY COMMISSIONERS

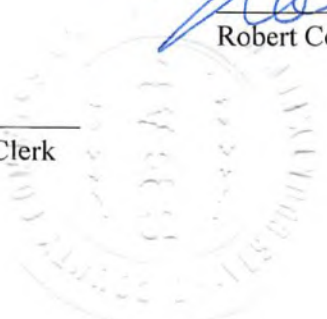


Robert Corn, Commission Chair

ATTEST:



Dave Kunko, Chaves County Clerk





**AGENDA ITEM:** 2

To Amend Ordinance #8 Chaves  
County Personnel Policy

**MEETING DATE:** September 19, 2024

**STAFF SUMMARY REPORT**

---

**ACTION REQUESTED BY:** Emma Dominguez, HR Director

**ACTION REQUESTED:** To Amend Ordinance #8 Chaves County Personnel Policy

---

**ITEM SUMMARY:**

To amend and clarify multiple sections of Ordinance #8 Chaves County Personnel Policy including Section III (3) Recruitment and Selection, Section IV (4) Changes in Employment Status, Section V (5) Conditions of Employment, Section VI (6) Basis for Employee Discipline, Section VIII (8) Compensation and Benefit Program, Section IX (9) Leave & Holidays, Section X (10) Miscellaneous and Section XI (11) Organization, Manpower, Pay and Position Classification System.

This is a public hearing and was properly advertised in the Roswell Daily Record. Staff recommends approval.

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**SUPPORT DOCUMENTS: Ordinance #8 Personnel Policy to be known as  
Revision #23**

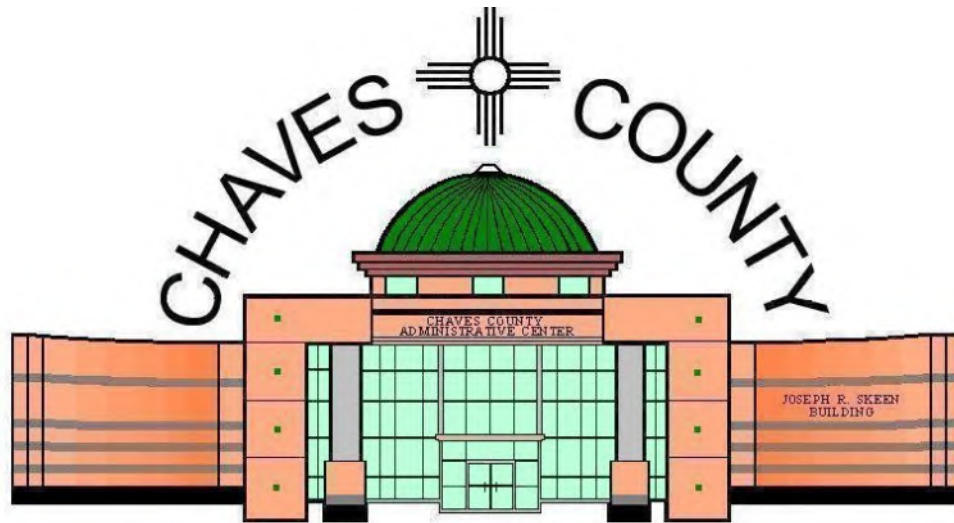
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**SUMMARY BY:** Emma Dominguez

**TITLE:** HR Director

# PERSONNEL POLICY

Original Passage: April 1, 1982



**REVISION #~~22~~#23**

Adopted October 18, 2018

**Effective October 18, 2018**

**PREFACE**

The Chaves County Personnel Policy was first adopted by Ordinance #8, with an effective date of April 1, 1982.

The Chaves County Personnel Policy is a policy of the elected governing body of Chaves County. Anyone may propose amendments to this Ordinance. They may do so through the Chaves County Manager at PO Box 1817, Roswell, NM 88202-1817. Changes to this Ordinance must follow the procedures outlined in the policy.

**REVISIONS**  
*(Effective Dates)*

Original Passage.....	April 1, 1982
Revision #1 .....	October 13, 1984
Revision #2 .....	September 22, 1985
Revision #3 .....	August 10, 1986
Revision #4 .....	August 29, 1988
Revision #5 .....	August 26, 1990
Revision #6 .....	August 16, 1992
Revision #7 .....	October 23, 1993
Revision #8 .....	December 9, 1994
Revision #9 .....	June 28, 1997
Revision #10.....	July 16, 1999
Revision #11.....	July 15, 2000
Revision #12.....	October 13, 2000
Revision #13.....	May 11, 2001
Revision #14.....	July 13, 2001
Revision #15.....	October 12, 2001
Revision #16.....	July 26, 2002
Revision #17.....	September 27, 2002
Revision #18.....	July 23, 2003
Revision #19.....	July 16, 2005
Revision #20.....	March 4, 2006
Revision #21.....	September 14, 2013
Revision #22.....	October 18, 2018

**SECTION I: GENERAL PROVISIONS**

1.1 PURPOSE ..... 1  
1.2 AMENDMENT OF POLICY ..... 1  
1.3 POLICY DISTRIBUTION..... 1  
1.4 EQUAL EMPLOYMENT OPPORTUNITY POLICY ..... 1  
1.5 SOCIAL SECURITY NUMBER PRIVACY ..... 1  
1.6 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) .... 1  
1.7 AMERICANS WITH DISABILITIES ACT (ADA) ..... 1  
1.8 RETALIATION ..... 2  
1.9 ADMINISTRATION BY COUNTY MANAGER..... 2  
1.10 DUTIES OF ELECTED OFFICIALS AND DEPARTMENT HEADS ..... 2  
1.11 CHAIN OF COMMAND..... 2  
1.12 SEVERANCE CLAUSE..... 2  
1.13 DISCLAIMER ..... 2

**SECTION II: EMPLOYMENT STATUS**

2.1 POSITION SPECIFICATIONS..... 3  
2.2 PROBATIONARY EMPLOYEE ..... 3  
2.3 TEMPORARY EMPLOYEE..... 3  
2.4 REGULAR EMPLOYEE..... 3  
2.5 GRANT FUNDED EMPLOYEE..... 3

**SECTION III: RECRUITMENT AND SELECTION**

3.1 PURPOSE ..... 4  
3.2 RECRUITMENT OF APPLICANTS ..... 4  
3.3 PUBLIC JOB ANNOUNCEMENTS EXCEPTION..... 4  
3.4 BEST SUITED APPLICANT DETERMINATION ..... 4  
3.5 SELECTION ..... 4  
3.6 PRE-SELECTION PROHIBITED ..... 5  
3.7 INELIGIBILITY FOR HIRE AND REHIRE ..... 5  
3.8 TESTING ..... 5

**SECTION IV: CHANGES IN EMPLOYMENT STATUS**

4.1 PROMOTION ..... 6  
4.2 TRIAL PERIOD ..... 6  
4.3 DEMOTION ..... 6  
4.4 TRANSFERS ..... 6  
4.5 RESIGNATION ..... 6  
4.6 LAYOFF PROCEDURE..... 7  
4.7 AMERICANS WITH DISABILITIES ACT PROCEDURES ..... 7  
4.8 MEDICAL DISABILITY TERMINATION..... 7

**SECTION V: CONDITIONS OF EMPLOYMENT**

5.1 PROBATIONARY PERIOD FOR NEW HIRES ..... 8  
5.2 **PROBATIONARY PERIOD FOR DEPUTY SHERIFF..... 8**  
5.3 PERMITTED POLITICAL ACTIVITIES ..... 8  
5.4 PROHIBITED POLITICAL ACTIVITIES..... 9  
5.5 PUBLIC OFFICE..... 10

5.6	NEPOTISM.....	10
5.7	CONFLICT BAN.....	10
5.8	OUTSIDE EMPLOYMENT.....	10
5.9	HARASSMENT/BULLYING.....	10
5.10	SEXUAL HARASSMENT.....	11
5.11	DRUG TESTING.....	12

**SECTION VI: BASIS FOR EMPLOYEE DISCIPLINE**

6.1	DISCIPLINE.....	13
6.2	CAUSE.....	13
6.3	DISCIPLINARY ACTION.....	13
6.4	CONSULTATION WITH COUNTY ATTORNEY.....	13
6.5	PROGRESSIVE DISCIPLINE.....	13
6.6	VERBAL REPRIMAND WARNING.....	14
6.7	WRITTEN REPRIMAND WARNING.....	14
6.8	WRITTEN REPRIMAND.....	15
6.9	SUSPENSION.....	16
6.10	DEMOTION.....	16
6.11	TERMINATION.....	16
6.12	EXAMPLES NOT INCLUSIVE.....	17
6.13	PRE-DISCIPLINARY HEARING.....	17
6.14	WRITTEN NOTICE.....	17
6.15	IMMEDIATE SUSPENSION WITH PAY.....	17
6.16	PRE-DISCIPLINARY HEARING PROCEDURE.....	17
6.17	PRE-DISCIPLINARY HEARING DECISION.....	18
6.18	NOTICE OF GRIEVANCE.....	18

**SECTION VII: GRIEVANCE PROCEDURES**

7.1	ACTIONS NOT GRIEVABLE.....	19
7.2	GRIEVANCE PROCEDURE.....	19
7.3	APPOINTMENT OF PERSONNEL HEARING OFFICER.....	19
7.4	HEARING OFFICER QUALIFICATIONS.....	19
7.5	HEARING OFFICER DUTIES.....	19
7.6	PRE-HEARING PROCEDURES.....	19
7.7	HEARING PROCEDURES.....	20
7.8	COMMUNICATIOHN OF HEARING OFFICER’S DECISION.....	20
7.9	APPEAL OF HEARING OFFICER’S DECISION.....	20

**SECTION VIII: COMPENSATION AND BENEFIT PROGRAM**

8.1	PURPOSE.....	21
8.2	HOURS OF WORK.....	21
8.3	OVERTIME PAY.....	21
8.4	CONSISTENCY WITH FAIR LABOR STANDARDS ACT.....	21
8.5	PERA BENEFITS.....	21
8.6	INSURANCE BENEFITS.....	22
8.7	FRINGE BENEFITS.....	22
8.8	WORKING FROM HOME.....	22

8.9	EDUCATION ASSISTANCE .....	22
-----	----------------------------	----

**SECTION IX: LEAVE AND HOLIDAYS**

9.1	HOLIDAYS .....	22
9.2	VACATION LEAVE WITH PAY .....	23
9.3	ACCRUAL LIMITATION .....	24
9.4	TERMINATION PAY .....	24
9.5	LEAVE CONVERSION .....	24
9.6	DONATING VACATION.....	24
9.7	SICK LEAVE.....	24
9.8	CERTIFICATION OF ILLNESS FOR SICK LEAVE.....	25
9.9	FAMILY/MEDICAL LEAVE.....	25
9.10	SICK LEAVE CONVERSION.....	26
9.11	SICK LEAVE INCENTIVE .....	27
9.12	ADMINISTRATIVE LEAVE .....	27
9.13	WORKER’S COMPENSATION.....	27
9.14	COURT SERVICE LEAVE WITH PAY .....	28
9.15	LEAVE WITHOUT PAY.....	28
9.16	INCLEMENT WEATHER.....	28
9.17	LEAVE FOR UNFORESEEN CIRCUMSTANCES.....	28
9.18	FUNERAL LEAVE .....	28
9.19	MILITARY LEAVE .....	28
9.20	RETURN-TO-WORK.....	29

**SECTION X: MISCELLANEOUS**

10.1	DESIGNATED WORK AREAS .....	31
10.2	PERSONAL BUSINESS .....	31
10.3	SAFETY.....	31
10.4	COUNTY PROPERTY.....	31
10.5	COUNTY VEHICLES.....	31
10.6	PERSONAL APPEARANCE.....	31
10.7	WEAPONS IN THE WORK PLACE.....	31
10.8	CONCEALED CARRY PERMITS .....	32
10.9	WORKPLACE VIOLENCE.....	32
10.10	E-MAIL AND INTERNET USE.....	33
10.11	SOCIAL MEDIA POLICY.....	34

**SECTION XI: ORGANIZATION, MANPOWER, PAY AND POSITION  
CLASSIFICATION SYSTEM**

11.1	PURPOSE .....	36
11.2	APPLICABILITY .....	36
11.3	PAY COMPENSATION SYSTEM OVERVIEW.....	36
11.4	ORGANIZATION, MANPOWER AND PAY SYSTEM CHARTS .....	36
11.5	ENTRY LEVEL WAGES.....	37
11.6	UNDER CLASSIFICATION.....	38
11.7	EQUIVALENCE.....	38
11.8	GRANDFATHER CLAUSE .....	38
11.9	ACCESS TO PERSONNEL FILES.....	38

11.10 ADDITIONAL RULES .....38

**DEFINITIONS** .....39

DRAFT

## **SECTION I GENERAL PROVISIONS**

- 1.1 **PURPOSE.** The purpose of this Personnel Policy is to establish consistent basic policies and practices concerning relations between Chaves County and its employees. Provisions of the Personnel Policy shall apply to all County employees except as provided herein. Definite rules and regulations cannot be readily formulated for every possible problem and situation. This Policy serves as a general basis and a guide for the proper, efficient, and effective administration of personnel matters of the employees of Chaves County.
- 1.2 **AMENDMENT OF POLICY.** There shall be no action of the Board of County Commissioners or other County officials which is inconsistent with this Personnel Policy. The Board of County Commissioners reserves the right to amend this Personnel Policy at its discretion.
- 1.3 **POLICY DISTRIBUTION.** Employees shall receive a copy of this Personnel Policy. The employee may choose to receive a copy of the Personnel Policy electronically, ~~on disk~~ or paper. Employees must read and be familiar with all provisions of this Policy.
- 1.4 **EQUAL EMPLOYMENT OPPORTUNITY POLICY.** Individuals will not be discriminated against on the grounds of race, age, religion, color, national origin, ancestry, sex, marital status, physical or mental disability, medical condition, sexual orientation or gender identity, in consideration for employment, promotions, transfers, duration of employment, compensation, terms, conditions, or privileges of employment by Chaves County. In addition, Chaves County complies with Section 2 of HUD regulations.
- 1.5 **SOCIAL SECURITY NUMBER PRIVACY.** An employee's social security number is confidential and will not be released to anyone outside the County, except as required by law. Employees' Social Security numbers will be available internally on a "need to know" basis only.
- 1.6 **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).** Chaves County shall abide by all HIPAA Regulations. The Human Resources Director shall serve as the HIPAA Compliance Officer. The County shall maintain privacy and security of Protected Health Information (PHI). The County shall consider any breach in the privacy and confidentiality of PHI to be a serious violation of this Policy and shall result in disciplinary action, up to and including termination.
- 1.7 **AMERICANS WITH DISABILITIES ACT (ADA).** Chaves County shall provide reasonable accommodations to employees who meet the disability qualifications as defined in Title I of the ADA. The Human Resources Director shall serve as Chaves County's ADA Coordinator in matters of reasonable accommodation.



- 1.8 RETALIATION. Chaves County prohibits any form of retaliation against an employee who submits a bona-fide complaint or assists in a complaint investigation.
- 1.9 ADMINISTRATION BY COUNTY MANAGER. The County Manager, or designee, shall administer and interpret the personnel system and the terms of this Personnel Policy and its amendments, and all future approved operating procedures. The County Manager shall recommend to the Board of Chaves County Commissioners any necessary amendments or revisions to the Personnel Policy.
- 1.10 DUTIES OF ELECTED OFFICIALS AND DEPARTMENT HEADS. All Elected Officials and Department Heads shall adhere to the provisions of this Personnel Policy.
- 1.11 CHAIN OF COMMAND. In order to maintain open communication between Chaves County and its employees and to ensure that employees' concerns are addressed quickly and efficiently, the County will utilize the chain of command concept. It is required that an employee discuss his concerns first with his immediate supervisor. If the concern cannot be resolved at this level, the employee may request a meeting with the next level supervisor, up the chain. If it becomes necessary to pursue the issue beyond the Department Head or supervisory level, the next appropriate step will be a meeting with the County Manager or Elected Official.
- 1.12 SEVERANCE CLAUSE. It is the intent of the governing body that the sections, paragraphs, sentences, clauses and phrases of the Personnel Policy are severable, and if any phrase, clause, sentence, paragraph or section of the Personnel Policy shall be determined to be invalid for any reason, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of the Personnel Policy.
- 1.13 DISCLAIMER. No phrase, clause, sentence, paragraph or section of this Personnel Policy shall be construed to create a contractual right between Chaves County and an employee. Further, this policy shall not be construed to create any duty or obligation on the part of the County to take any actions beyond those required of an employer by existing law.

## **SECTION II EMPLOYMENT STATUS**

- 2.1 **POSITION SPECIFICATIONS.** The County shall establish a set of position specifications for all positions. Position specifications shall include title, duties, responsibilities and minimum qualifications. They will also specify knowledge, skills, education, and abilities required of applicants. The Human Resources Director is responsible for working with Department Heads and Elected Officials to ensure that Position Specifications accurately and completely describe the essential functions of each position.
- 2.2 **PROBATIONARY EMPLOYEE.** The purpose of the probationary period is to evaluate the employee's ability, potential and performance. This includes an evaluation of the employee's performance and the employee's ability to work with the public, peers, supervisors, and management. A probationary employee is terminable-at-will. The probationary period is twelve months.
- 2.3 **TEMPORARY EMPLOYEE.** A temporary employee is hired on either a full-time or part-time basis to a seasonal position or to a position established for a period of no more than six (6) months, or during the term of a particular project. A temporary employee is terminable-at-will and shall not receive any County benefits and does not accrue leave.
- 2.4 **REGULAR EMPLOYEE.** A part-time or full-time employee hired as a regular employee for County service, who has successfully completed probation.
- 2.5 **GRANT FUNDED EMPLOYEE.** A full or part-time employee hired to fill a position which exists only upon receipt of grant funds. This position is terminable-at-will if funding is not received.

### SECTION III RECRUITMENT AND SELECTION.

- 3.1 PURPOSE. It is the policy of Chaves County to select and recruit the best suited persons for all full-time regular positions in an open and competitive manner, to ~~insure~~ ensure no discrimination, and to ~~insure~~ ensure equal employment opportunity for all applicants and employees. This section applies only to regular employees, except as specifically stated for temporary employees.
- 3.2 RECRUITMENT OF APPLICANTS. The Elected Official, ~~or~~ Department Head, or designated representative shall submit a request to Human Resources to issue job announcements through such media deemed appropriate to ~~insure~~ ensure open and competitive recruitment of individuals outside of County service, with sufficient time to ~~insure~~ ensure reasonable opportunity for persons to apply. All publications for job announcements shall include reference to Chaves County as an Equal Opportunity Employer, such as EOE. Applications will only be filed for the specific position during the open application period. Unsolicited applications and resumes will not be accepted.
- 3.3 PUBLIC JOB ANNOUNCEMENTS EXCEPTION. Vacant positions may be filled by regular or probationary County employees by use of an in-house job announcement provided the employee is qualified for the position. Vacant positions may be filled without public announcement by temporary employees on a temporary basis for a period not to exceed six (6) months. Additionally, public advertisement for positions of the same title is required only one time during each six-month period. Should the same position become available within six months from the beginning of the open application period, qualified applicants from the previous recruitment may be considered.
- 3.4 BEST SUITED APPLICANT DETERMINATION. The best suited applicant is determined by the Elected Official or Department Head based on minimum qualifications of education, experience, abilities, skills and past work experience as specified in written position specifications for each position. Personal interviews shall be conducted with at least three (3) qualified applicants or if less than three applications are received, all applicants shall be interviewed. Interview panels shall have a minimum of three (3) individuals. All members shall hold a supervisory role, be in a Human Resources position, or have relevant experience in the position being interviewed. Interview panelists shall disclose and be removed from the interview panel if there is a personal, familial or romantic relationship with any applicant.
- 3.5 SELECTION. The Elected Official, Department Head or designated representative shall review all applications for positions in their departments. Final selection shall be made by the Elected Official, Department Head or the County Manager based on the best suited applicant for the position. A request for hire packet shall be submitted to Human Resources. The request for hire packet shall include a memo indicating the recommended hire, a memo/list including the name and date each applicant was interviewed for the position as well as applicants that did not show for their interview, and interview questions completed by each interview panelist for all applicants. All background checks shall be

reviewed by the Human Resources Director or their designee.

3.6 PRE-SELECTION PROHIBITED. Publicly posted and advertised positions shall not be promised to a person prior to recruitment and selection.

3.7 INELIGIBILITY FOR HIRE AND REHIRE. To facilitate a safe and secure service and employment environment in which employees may be effective and successful in their work experiences at Chaves County and to ensure adequate protection of the public and public trust, applicants shall be considered ineligible for hire or rehire by Chaves County if the applicant has:

- a. knowingly made any false statement or omission on the employment application;
- b. not met the requirements of the position;
- c. been dismissed from County service as a disciplinary measure;
- d. been convicted of driving while under the influence of alcohol or drugs in the three years prior to the date of the application, if a valid New Mexico driver's license is required for the position;
- e. failed background check;
- f. engaged in violence in the workplace;
- g. later discovery of misconduct which would have resulted in dismissal from employment;
- h. resigned or retired in lieu of termination;
- i. resigned or retired during the course of an investigation for alleged misconduct of the above, which if substantiated would constitute cause for termination;
- j. Resigned or retired during development or pendency of administrative proceeding seeking termination of employment, based on substantiated misconduct;

The above list is not necessarily exhaustive and may not include all of the reasons which would make an applicant ineligible for hire or rehire.

3.8 TESTING. The County may require an applicant to submit to testing for certain bona fide occupational qualifications to determine employment eligibility.

## SECTION IV CHANGES IN EMPLOYMENT STATUS

- 4.1 PROMOTION. Chaves County encourages the professional growth of its employees and rewards the initiative, creativity, effort and commitment of its employees through the promotion process. County employees are encouraged to take advantage of promotion opportunities and apply for higher paying positions for which they qualify.
- a. In-House Advertisements. Positions will be advertised in-house at the discretion of the Department Head or Elected Official. **The request shall be submitted to Human Resources.** When a position within Chaves County becomes available, the following steps will be taken to ensure that current employees are considered for the vacant position:
1. An announcement describing the position and noting the grade level will be posted in each Department or Office. In most cases, an announcement will be posted for a minimum of ~~five~~ **seven (7) work-calendar** days.
  2. Any employee possessing the minimum stated qualifications may apply for the position **by submitting their letter of interest to Human Resources.**
- 4.2 TRIAL PERIOD. All employees that are promoted will be required to complete a ninety-day trial period. This ninety-day trial period shall serve as probation for the new position. During this trial period, the Elected Official or Department Head shall evaluate the employee's performance. If the employee's performance is deemed unsatisfactory, the employee may be placed in a vacant position, or terminated.
- 4.3 DEMOTION. An employee may be demoted to a vacant position for which the employee is qualified when the employee does not demonstrate the necessary ability to render satisfactory performance in the position presently held. An employee may voluntarily request such a demotion.
- 4.4 TRANSFERS. Employees may be moved from one position to another of the same grade and pay range either voluntarily or involuntarily. An employee may be transferred if it is in the best interest of the County. Transfers are not grievable. Shifting department or office needs may require that an employee be temporarily or permanently transferred from one location to another within a department or office. An employee may be transferred from one position to another position at the same salary range within a department or office. If such a transfer involves a probationary employee, time served in the former position shall be credited toward achievement of regular full-time status and salary increases, and accumulated annual and sick leave shall be retained.
- 4.5 RESIGNATION. An employee voluntarily resigning shall submit, in writing, a two-week notice of resignation **to their Department Head or Elected Official and Human Resources.** Unauthorized absence from work for a period of three (3) consecutive regularly scheduled

working days shall be considered a voluntary resignation.

- 4.6 LAYOFF PROCEDURE. The Elected Official or County Manager shall make the determination for layoffs. When layoffs of more than one employee are required, layoffs shall be determined using the following criteria:
- a. Temporary or part-time employees;
  - b. Performance of the employee compared to other employees being laid off in the same or similar positions;
  - c. Value of the employee to the critical operation of the County or department;
  - d. Length of service with the County.
- 4.7 AMERICANS WITH DISABILITIES ACT PROCEDURES.
- a. If an employee believes an accommodation(s) is necessary in order to perform their essential job functions or to enjoy equal benefits and privileges of employment, it is the employee's responsibility to submit a written request to Human Resources indicating the employee's condition and how the employee believes it affects their ability to perform their job duties. The request should state the accommodation(s) the employee is requesting and any alternatives. The employee must also submit medical documentation to support the request for an accommodation.
  - b. Human Resources will forward the written request to the County Manager or Elected Official along with an opinion of the reasonableness and availability of the requested accommodation(s). The County Manager or Elected Official will make the final determination as to whether or not the accommodation and/or any alternative accommodation will be granted.
- 4.8 MEDICAL DISABILITY TERMINATION. Employees may be involuntarily terminated upon completion of the twelve (12) week family/medical leave if the employee is physically unable to perform the essential duties of the employee's position, either with or without an accommodation, as certified by a qualified, licensed physician. The provisions of this paragraph are subject to the provisions regarding Workers' Compensation found in Section 9.13 of this policy.

**SECTION V  
CONDITIONS OF EMPLOYMENT**

5.1 **PROBATIONARY PERIOD FOR NEW HIRES.** ~~An employee hired to fill a position~~ **All new employees hired into regular positions, except Deputy Sheriff positions, (see section 5.2), shall serve a probationary period of twelve (12) months, beginning on the first day of work, during which time the employee is terminable-at-will. The probationary period is an integral part of the evaluation process and is utilized for observing the employee's performance and obtaining the most effective adjustment of a new employee to the position. The employee must achieve a satisfactory performance or better by the end of the twelve (12) month probationary period before the employee can become a regular employee entitled to all of the rights and benefits of that status. If an employee terminates employment with Chaves County and is re-hired at a later date, they must start a new probationary period.**

A probationary employee:

- a. can be terminated, without cause, at any point during the probationary period;
- b. is not eligible for a personal holiday for the first six (6) months;
- c. will accrue vacation, but will not be allowed to take vacation for the first six (6) months;
- d. is allowed to use sick leave upon accrual;
- e. cannot grieve disciplinary actions.

5.2 **PROBATIONARY PERIOD FOR DEPUTY SHERIFF.** **All new employees hired into a Deputy Sheriff position, including recruits and certified State of New Mexico law enforcement officers, shall serve a probationary period of twenty-four (24) months, beginning on the first day of work, during which time the employee is terminable at-will. All other benefits and rights listed above in section 5.1 shall apply.**

5.3 **PERMITTED POLITICAL ACTIVITIES.** The County encourages employees to vote and participate in the political process on their own time away from work.

5.4 PROHIBITED POLITICAL ACTIVITIES. All employees, Department Heads and Elected Officials are prohibited from:

- a. Using official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office, or for any other political purpose.
- b. Directly or indirectly coercing, attempting to coerce or command an employee to pay, lend, or contribute anything of value to a party, committee or organization, agency, or person for a political purpose.
- c. Threatening to deny promotions to any employee who does not vote for certain candidates, requiring employees to contribute part of their pay to a political fund, influencing subordinate employees to buy tickets to political fund-raisers and similar events, advising employees to take part in political activity and matters of a similar nature.
- d. Using any County owned equipment, supplies, vehicles, space or property for political purposes.



- 5.5 PUBLIC OFFICE. Employees may not hold partisan elected office during employment with the County.
- 5.6 NEPOTISM. In order to avoid the practice or appearance of nepotism in employment:
- a. **Members of an employee's immediate family will be considered for employment on the basis of his/her qualifications only. For the purpose of this policy, immediate family includes a spouse, parent, child, stepchild, sibling, in-law, aunt, uncle, niece, nephew, cousin, grandparent, grandchild, members of a household or domestic partners.** No employee shall be supervised by a near relative.
  - b. When there is a change in assignment or relationships among County employees which leads to the supervision of or by other near-relatives, the employee must inform the Elected Official or Department Head in writing within five (5) working days. The Elected Official, **Department Head**, or County Manager will decide on a course of action and advise the affected employees within five (5) working days.
  - c. Any problem arising from such a situation should be referred to the County Manager.
- 5.7 CONFLICT BAN. No employee shall engage in any business or transaction which is incompatible with the proper discharge of the employee's responsibilities, or which gives the appearance of impropriety.
- 5.8 OUTSIDE EMPLOYMENT. Prior to accepting outside employment, an employee shall request in writing, permission to engage in outside employment. Such employment shall not conflict or interfere with the performance of the employee's duties, **required overtime, on-call status**, or give rise to an appearance of impropriety. The Elected Official or Department Head shall approve or deny the request in writing.
- 5.9 HARASSMENT/BULLYING. The County will not tolerate verbal or physical conduct by any employee which harasses, disrupts or interferes with another employee's work performance or which creates an intimidating, offensive or hostile environment.

Any such behavior shall be reported immediately to an affected employee's immediate supervisor, following the department's chain of command, for guidance and a prompt, confidential investigation. If the problem continues, the employee may contact the County Manager or **Human Resources** ~~their designee~~. Employees may be assured that appropriate corrective measures will be taken and that there will be no retaliation for having filed a complaint of harassment. The employee making the report shall be informed of the findings and conclusions of such investigations.

Anyone violating this policy will be subject to disciplinary action up to, and including termination.

5.10 **SEXUAL HARASSMENT.** Sexual harassment by a supervisor, co-worker, volunteer, contractor or client is unlawful discrimination under State and Federal law. Chaves County is committed to providing a work environment that is free from sexual harassment. In keeping with this commitment, Chaves County strictly prohibits any form of sexual harassment whether intentional or not.

The victim does not have to be of the opposite sex. The harasser can be the victim's supervisor, an agent of the County, a supervisor in another area, a co-worker or a non-employee. The victim does not have to be the person harassed but may include someone affected by the offensive conduct.

Examples of the types of conduct prohibited by the County's policy include, but are not limited to:

Unwanted touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair, or brushing against another's body. Sexually suggestive touching. Grabbing, groping, kissing, fondling. Lewd, off-color, sexually oriented comments or jokes. Foul or obscene language. Leering, staring, stalking. Suggestive or sexually explicit posters, calendars, photographs, graffiti, cartoons. Unwanted or offensive letters or poems. Gesturing sexually. Offensive email, text or voice-mail messages. Sexually oriented or explicit remarks, including written or oral references to sexual conduct, gossip regarding one's sex life, body, sexual activities, deficiencies or prowess. Questions about one's sex life or experiences. Repeated requests for dates. Any other conduct or behavior deemed inappropriate by Chaves County.

Federal Law does not prohibit simple teasing, offhand comments or isolated incidents that are not extremely serious. The conduct must be sufficiently frequent or severe to create a hostile work environment or result in a tangible adverse employment action, such as demotion or firing.

- a. **COMPLAINT PROCESS.** If an employee experiences any job-related harassment based on sex, race, religion, national origin, age, sexual orientation, gender identity or disability, or believes they have been treated in an unlawful manner, report the conduct to Human Resources as soon as possible. It is important that employees timely report any incident so that Chaves County can investigate the situation as quickly as possible. If Human Resources is not available, the conduct should be reported to the County Manager or their designee.

Should the harassment occur at a time other than normal business hours, the complaint should be submitted as early as practicable on the first business day following the alleged incident.

Once a complaint is received, Chaves County shall seek to provide a prompt, thorough, and impartial investigation into the complaint. Following the

investigation, the County will take immediate and appropriate corrective action if necessary, up to and including terminating the employment of the individual or individuals who engaged in prohibited conduct.

- b. **CONFIDENTIALITY.** Chaves County will attempt to keep all complaints of harassment confidential. Chaves County cannot guarantee complete confidentiality, since it cannot conduct an effective investigation without revealing certain information to the alleged harasser and potential witnesses. Records relating to harassment complaints will be kept confidential on the same basis.
- c. **RETALIATION.** Chaves County prohibits any form of retaliation against any employee for submitting a bona fide complaint in good faith under this policy or for assisting in a complaint investigation. If an employee believes they have been retaliated against for such reasons, they should follow the complaint process set forth above.

5.11 **DRUG TESTING.** Chaves County does not tolerate the use of illegal drugs or the abuse of prescription drugs or alcohol. The County has a general drug and alcohol abuse policy which requires all employees to be tested as follows:

- a. Pre-employment
- b. Post-accident
- c. Reasonable suspicion

All safety-sensitive employees are subject to random drug/alcohol testing. Further, Chaves County has established a Department of Transportation Drug Testing policy in which those employees who are required to have a Commercial Driver's License (CDL) shall be tested randomly for both drugs and alcohol. These policies are part of this personnel policy. All drug testing is coordinated through the Human Resources Department.

## **SECTION VI BASIS FOR EMPLOYEE DISCIPLINE**

- 6.1 **DISCIPLINE.** Disciplinary actions for employees are based on cause, in order to promote the efficiency of the services rendered by the County and the operation of its respective departments and offices. Disciplinary actions will be consistent with governing laws and regulations and will be taken without regard to race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition. No employee will be disciplined for refusing to perform an unlawful act.
- 6.2 **CAUSE.** Any conduct, action or inaction arising from or directly connected with the employee's work which is inconsistent with the employee's obligation to the County and reflects the employee's disregard of the County's interest. Cause includes, but is not limited to, inefficiency, incompetency, misconduct, negligence, insubordination, performance which continues to be inadequate after reasonable efforts have been made to correct the performance problems, or conviction of a felony or misdemeanor.
- 6.3 **DISCIPLINARY ACTION.** The County Manager, Elected Officials, Department Heads and supervisors have the authority to discipline an employee under their supervision. However, only the County Manager, Elected Official or their designee have the final authority to demote, suspend for more than three (3) days or terminate an employee for disciplinary reasons. Copies of any documented disciplinary action must be furnished to the Human Resources Department for placement in the employee's file with the signature of the employee acknowledging receipt of the action. If the employee refuses to sign the disciplinary action the supervisor will so note on the disciplinary action form and file it in the employee's file.
- 6.4 **CONSULTATION WITH COUNTY ATTORNEY.** Termination, demotion, and suspension require consultation with the County Attorney before taking disciplinary action. Whenever such consultation is not practical because of urgency, necessary action may be taken and the situations/circumstances reviewed with the County Attorney as soon as practical.
- 6.5 **PROGRESSIVE DISCIPLINE.** An employee shall be progressively disciplined whenever possible. All actions involving substandard work performance, leading up to and including dismissal, require progressive warnings. The step of corrective action used depends on the severity of the infraction and the employee's previous work record. Because of the serious nature of some infractions, the first disciplinary action may be suspension or termination.

6.6 ~~VERBAL REPRIMAND~~-**VERBAL WARNING**. A verbal reprimand is **Verbal Warnings** are used for minor infractions to inform the employee that their actions, behavior, or conduct needs to change. **The supervisor will discuss with the employee the nature of the problem or the violation of Chaves County policies and procedures. The supervisor is expected to clearly describe expectations and steps the employee must take to improve their performance or resolve the problem.** A verbal reprimand warning is the first step in progressive discipline. **Within five business days of the infraction, the supervisor will prepare written documentation of the verbal warning. The employee will be asked to sign this document to demonstrate their understanding of the issues and the corrective action.** Supervisors will keep written notations of verbal **warnings reprimands in their department file**, and these will not be placed in the employee's personnel file. Causes for verbal ~~reprimands~~-**warnings** include, but are not limited to:

- a. substandard or unsatisfactory work performance
- b. repeated absence or tardiness;
- c. misconduct on the job;
- d. failure to meet and/or maintain job requirements as set forth in the position specification;
- e. violation of any personnel policy rules and regulations or departmental standard operating procedures;
- f. violation of an employee's professional code of ethics accepted by those in the same profession as an employee;
- g. non-cooperation by an employee with fellow employees or other personal conduct which substantially interferes with the performance of their or another employee's work;
- h. failure to adhere to an established work schedule;
- i. gossiping about employees or their families.

6.7 **WRITTEN WARNING**. A written warning is the second step in progressive discipline for causes listed in section 6.6. **Within five business days of the infraction, the supervisor will prepare written documentation of the written warning. The employee will be asked to acknowledge having read the warning by signing the statement. If the employee refuses to sign, a witness will attest in writing that the warning was presented to the employee for signature. The written warning will be placed in the employee's personnel file.**

6.8 WRITTEN REPRIMAND. An employee shall receive a written reprimand when the deficiency or infraction is of a greater degree than that for which a verbal ~~reprimand~~ **warning** may be used, or if a ~~verbal reprimand~~ **verbal warning** was not effective. Causes for written reprimands include, but are not limited to:

- a. the causes listed for verbal ~~warnings~~ **reprimands**;
- b. excessive absence or tardiness;
- c. negligence in the performance of duty;
- d. failure to adhere to established safety rules or regulations;
- e. insubordination;
- f. unauthorized absence from work;
- g. harassment;
- h. failure to report duty injuries, accidents, **County equipment damage**, or vehicle collisions;
- i. failure to follow the chain of command within a department;
- j. unauthorized use of County property;
- k. engaging in prohibited political activities;**
- l. prohibited use of the e-mail system, internet, County issued cell phone, County issued computer/laptop/tablet;**
- m. smoking in County vehicle;**
- n. failure to obtain authorization for overtime;**
- o. working at home without prior permission.**

Written reprimands for an employee's work performance or conduct shall be placed in the employee's personnel file after providing the employee with a copy of the statement. The employee will be asked to acknowledge having read the comments by signing the statement. If the employee refuses to sign, a witness will attest in writing that the statement was presented to the employee for signature. The witness' signature indicates that the employee received the statement, but does not necessarily indicate concurrence with its content. In addition, the letter of reprimand may be read to the employee by the Elected Official or Department Head. The employee may respond with a written rebuttal which shall be placed in the employee's personnel file. After three (3) years, an employee may request that the letter of reprimand be removed from their personnel file. At that time, the County Manager or Elected Official can decide whether to remove the letter of reprimand.

- 6.9 **SUSPENSION.** An employee may be suspended without pay for a single serious offense or for continued inadequate job performance or misconduct after previous attempt(s) to correct the conduct have failed. Such suspension will not exceed two hundred forty (240) hours. Suspension of an employee is subject to the formal grievance procedures. Causes for suspension include but are not limited to:
- a. the causes listed for verbal and written reprimands;
  - b. continuous instances of poor performance;
  - c. negligent damage to property and/or person(s);
  - d. physical or mental unfitness for duty due to being under the influence of alcohol or controlled substance including illegal drugs as well as abuse of prescription drugs;
  - e. consumption or possession of alcohol or controlled substances on-duty or on County property;
  - f. fighting while on-duty or on County property;
  - g. harassment;
  - h. sexual harassment;
  - i. failure to report loss of driver's license when required as condition of employment;
  - j. operation of a County vehicle or a private vehicle while on County business without a valid driver's license;
  - k. sleeping on the job;
  - l. violation of County weapons policy.
- 6.10 **DEMOTION.** An employee may be demoted for continued inadequate job performance after previous attempt(s) to correct the conduct have failed, provided that there exists a lower job position in the County and the employee is capable of performing such a job. The employee's actions may be severe enough to warrant demotion without following progressive discipline. The demotion of an employee is subject to the formal grievance procedures
- 6.11 **TERMINATION.** Termination is the final consequence when progressive discipline has failed to change unacceptable behavior or performance, or when the employee has engaged in other behavior that is of a serious nature which is unacceptable for County employees. The termination of an employee is subject to the formal grievance procedure. Causes for termination include, but are not limited to:
- a. all causes listed for the previous disciplinary actions, if such causes continue;
  - b. acceptance of a bribe or kick back;
  - c. use of official position or authority for personal profit or advantage;
  - d. theft of County property;
  - e. embezzlement of County funds;
  - f. misuse of County property;
  - g. unauthorized disclosure of confidential information from County records or documents as set forth by applicable state law; falsification, destruction or

- h. unauthorized use of County records, reports or other County data;
  - i. being convicted of a felony or misdemeanor;
  - j. falsification of County employment application, health history forms or any other document used in the employment process;
  - k. serious acts of negligence causing damage to County property;
  - l. conduct unbecoming an employee of Chaves County;
  - m. unlawful manufacturing, distributing, dispensing, possessing or using controlled substances or alcohol on the job; or reporting to work under the influence of an unlawful controlled substance, alcohol, or impaired by prescription medication;
  - n. intentional abuse or destruction of County equipment;
  - o. failure to meet standards of substance abuse rehabilitation programs;
  - o. falsification of official documents.
- 6.12 **EXAMPLES NOT INCLUSIVE.** The above examples are typical of the types of infractions sometimes encountered but are not inclusive of all situations which may arise. The County reserves the right to exercise judgment and render disciplinary action or termination as deemed appropriate, based on the circumstances of each case.
- 6.13 **PRE-DISCIPLINARY HEARING.** Regular employees shall receive a pre-disciplinary hearing prior to disciplinary action for cause which may result in suspension without pay, demotion, loss of pay or involuntary termination. The County Attorney shall review the cause for such disciplinary action in all cases prior to the pre-disciplinary hearing. The hearing shall be held by the Elected Official, Department Head, or their designee, for employees of their respective departments.
- 6.14 **WRITTEN NOTICE.** The employee's supervisor, Department Head or Elected Official shall present the employee with written notification of their intent to conduct a pre-disciplinary hearing at least ~~three (3)~~ **two (2)** calendar days in advance of the hearing date. The written notification shall explain the reasons for the hearing, the employee's right to invoke the Chaves County grievance procedures and the time and date of the pre-disciplinary hearing. The time, place and date of the pre-disciplinary hearing can be revised upon the written agreement of the parties.
- 6.15 **IMMEDIATE SUSPENSION WITH PAY.** In cases where County property, other employees or citizens are at risk because of the employee's actions, the Elected Official or County Manager or their designee shall put the employee on administrative leave with pay until the pre-disciplinary hearing is held and a decision is rendered.
- 6.16 **PRE-DISCIPLINARY HEARING PROCEDURE.** The County Manager or Elected Official or their designee shall meet with the employee at the appointed time. At this hearing the employee will have an opportunity to respond to the reasons for the disciplinary action. Witnesses are permitted as determined relevant to the case by the County Manager or Elected Official.



- 6.17 PRE-DISCIPLINARY HEARING DECISION. The County Manager, Elected Official or Department Head will issue a hearing decision in writing within seven (7) calendar days of the hearing. The decision will include the time, date and location of the meeting, persons present, and the determination. The written decision shall be either delivered to the employee (obtaining employee's signature of receipt of the decision) or be sent to the employee by certified mail, return receipt requested.
- 6.18 NOTICE OF GRIEVANCE. Within five (5) calendar days of receipt of the written decision, the employee must notify the County Manager or Elected Official or their designee in writing of their intent to pursue a grievance hearing before a Personnel Appeals Hearing Officer.

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## **SECTION VII**

**GRIEVANCE PROCEDURES** - The formal grievance procedure is applicable for all regular employees who wish to contest their suspension, demotion or termination. Prior to requesting a grievance hearing, the grievant must appeal a grievable disciplinary action by a Department Head to the County Manager.

- 7.1 **ACTIONS NOT GRIEVABLE.** The following matters are not grievable:
- a. written or verbal reprimands;
  - b. termination, suspension or demotion of a temporary, probationary, or at-will employee;
  - c. work assignments or transfers;
  - d. denial of outside employment.
- 7.2 **GRIEVANCE PROCEDURE.** A regular employee may request, in writing, a hearing before a Personnel Hearing Officer within five (5) calendar days of the event which gave rise to the grievance. The request should state with specificity the reason for the grievance and the remedy requested.
- 7.3 **APPOINTMENT OF PERSONNEL HEARING OFFICER.** Upon notification of receipt of a request for a grievance hearing, Human Resources will submit a list of names of at least two (2) qualified hearing officers to the grievant. The grievant shall then select a hearing officer and notify the County Manager of their choice. If the grievant fails to select a hearing officer within ten (10) calendar days, the County Manager shall appoint the hearing officer and set the date for the hearing. The County Manager shall schedule and notify the grievant in writing of the date and time of the hearing. Requests for continuances shall be submitted to the County Manager.
- 7.4 **HEARING OFFICER QUALIFICATIONS.** Hearing Officers shall be personnel professionals, be familiar with public or private personnel systems, or have pertinent experience in the fields of management, education or law. The County Manager shall verify the qualifications of the hearing officer. The hearing officer is not required to reside in Chaves County.
- 7.5 **HEARING OFFICER DUTIES.** The hearing officer shall:
- a. rule on procedural and substantial issues;
  - b. determine the admissibility of evidence and testimony;
  - c. issue a written ruling, including findings of fact and conclusions of law.
- 7.6 **PRE-HEARING PROCEDURES.** At least five (5) calendar days prior to the hearing, all parties must submit to the hearing officer a confidential statement identifying the issues to be heard, a witness list, and a complete list of exhibits to be admitted as evidence. Witness lists and exhibits shall be exchanged between the parties at least five (5) calendar days prior to the hearing.

- a. Each party will be responsible for ~~insuring~~ **ensuring** that their witnesses are present for the hearing.
- b. The hearing will be recorded.
- c. The grievant and the County's designated representatives are required to be present at the hearing unless otherwise excused by the hearing officer. If the grievant fails to appear at their hearing, their hearing opportunity will be forfeited.

7.7 HEARING PROCEDURES. The County bears the burden of proof by preponderance of the evidence. As such, the County will present its case first.

- a. Both parties will be allowed ten (10) minutes to make an opening statement.
- b. Both parties will be allowed to present witnesses and evidence on their behalf. Each party will be allowed to cross examine the other parties witness and present rebuttal testimony and evidence.
- c. The hearing officer will have the opportunity to question any witness for clarification.
- d. The grievant is allowed to testify if they so choose.
- e. Both parties will be allowed ten (10) minutes to make a closing statement.
- f. The grievant and the County may be represented by legal counsel.
- g. Witnesses are not permitted in the hearing room until called to testify.

7.8 COMMUNICATION OF HEARING OFFICER'S DECISION. The hearing officer's decision will be issued in writing within seven (7) calendar days of the hearing. The hearing officer will forward the decision to the grievant and the County Manager or Elected Official. The hearing officer may uphold, modify or reverse the decision of the County Manager or Elected Official, and may reinstate the employee and award back pay and benefits. The record of the proceedings will be retained by the County Manager's office for a period of not less than five (5) years from the hearing date along with all of the physical evidence admitted by the hearing officer. The record shall be transcribed only in the case of appeal to the District Court. The party requesting the transcription shall pay for all costs associated with the transcription.

7.9 APPEAL OF HEARING OFFICER'S DECISION. Either party may appeal the hearing officer's decision to the District Court within thirty (30) days of the Hearing Officer's decision.

## **SECTION VIII COMPENSATION AND BENEFIT PROGRAM**

- 8.1 **PURPOSE.** The purpose of the compensation plan is to establish equitable compensation for all positions in the County. Such a plan shall establish a salary schedule containing a minimum and maximum wage or salary for each position. Pay ranges are intended to furnish administrative flexibility. However, all wages and salaries are approved by the County Commission. Wage and salary increases or decreases, when authorized, shall be dependent upon the financial conditions of the County. The County Commission shall consider all requests and set the pay schedule and policy regarding any raises and promotion increases for the entire fiscal year for all County employees.
- 8.2 **HOURS OF WORK.** Employees will work their scheduled hours pursuant to work schedules established by their Department Head or Elected Official. Full-time employees will work a minimum of forty (40) hours per week or a minimum of eighty (80) hours per pay period for commissioned law enforcement personnel and detention officers. Actual work hours may fluctuate at the discretion of the Department Head or Elected Official. Due to fiscal economic emergencies, the County Commission reserves the right to modify the minimum hours of work. Part-time employees are scheduled to work pursuant to scheduling set forth by their supervisors, the Department Head or Elected Official.
- 8.3 **OVERTIME PAY.** Overtime pay shall be paid only when overtime work is authorized by the Department Head or Elected Official and only to nonexempt employees. Failure to obtain authorization for overtime shall result in disciplinary action, up to and including termination. The rate shall be one and one-half (1 1/2) times regular pay for each hour of overtime and such payment shall be made only in cases when a nonexempt employee works over forty (40) "actual hours" in a normal work week. A nonexempt sheriff's deputy or detention officer shall be paid overtime according to FLSA regulations. Holiday, vacation, sick and other leave hours shall not be considered actual working hours. Nonexempt employees authorized and required to work on a scheduled holiday shall receive their holiday pay plus their regular hourly rate of pay for actual hours worked on the holiday.
- 8.4 **CONSISTENCY WITH FAIR LABOR STANDARDS ACT.** The provisions of Section 8.3 are subject to change or revision by the Fair Labor Standards Act and any federal regulation or revision thereof. All County employees shall be given a copy of such revisions and notified that they are, in effect, Personnel Policy Supplements.
- 8.5 **PERA BENEFITS.** All County employees with the exception of those employees who are subject to exclusion under PERA rules, are required to join the Public Employees Retirement Association of New Mexico (PERA).

8.6 INSURANCE BENEFITS. The County offers medical, dental and life insurance benefits to all employees except temporary employees. Part time employees must work at least two thirds (27 hours) of the regular 40 hour work week, on average, to be entitled to the County's share of group medical or dental benefits. Insurance plans may be changed or eliminated at the discretion of the County Commission.

8.7 FRINGE BENEFITS. The County will follow the Internal Revenue Service's rules with regard to Fringe Benefits. Taxable fringe benefits will be included on the employee's W-2 form. (Examples of fringe benefits are: uniforms, uniform allowances, cell phone usage, vehicle usage, etc.).

8.8 WORKING FROM HOME. Employees are only permitted to work from home with prior permission from their Department Head or Elected Official. Before granting permission for work at home arrangements, supervisors must be aware of the specific work to be performed and the projected amount of time expended. The work at home arrangements should be outlined in writing by the Elected Official or Department Head and signed by both parties.

Under no circumstances are employees permitted to work at home without prior permission. Any attempt to do so, with or without reporting such time, will result in disciplinary action in accordance with the County's discipline policy.

8.9 EDUCATION ASSISTANCE. The County Commission or County Manager may, at its discretion, approve paying for part or all tuition, fees, books and other educational related expenses to assist any County employee in attaining education or certification that is determined to be in the best interest of the County. The employee must show how the course or certificate will assist them in their job. The County may require the employee to sign an agreement whereby the employee would agree to continue to work for the County after they complete the course or obtain the certificate.

- a. The County will pay expenses incurred in obtaining specialized certification required for the employee's position the first time an employee applies for such testing. Expenses include registration, lodging, travel and testing on County time.
- b. The County will pay only for expenses incurred relative to the first examination. If the employee fails the tests on his/her first attempt, all expenses related to subsequent testing to receive the certification will be the sole responsibility of the employee.

## SECTION IX LEAVE & HOLIDAYS

9.1 HOLIDAYS. The County Commission shall approve holidays at their discretion during December of each year, for the next calendar year. All employees except temporary employees are eligible for holiday pay.

- a. Nonexempt employees authorized and required to work on a scheduled holiday

shall receive their holiday pay plus their regular hourly rate of pay for actual hours worked on the holiday. Appointed employees, chief deputies, exempt employees and temporary employees are not eligible for holiday overtime pay.

- b. Employees taking authorized leave with pay during a holiday shall not be charged for leave time during that holiday. Employees scheduled to work on a holiday who call in sick will not be paid holiday pay and the time will be charged against their sick leave accrual. An employee who is on leave without pay or absent without leave **for a total of 80 hours during a pay period**, shall not be paid for the holiday.
- c. All employees who have completed six (6) months of employment will have one (1) day personal holiday each calendar year in addition to the regular holiday schedule. The personal holiday may be taken **once the accrual shows in the employee's leave balance**, at any time, upon approval by the employee's supervisor. Personal holiday time may not be taken in hourly increments. Personal holiday will not be paid upon separation of employment.

9.2 VACATION LEAVE WITH PAY. Vacation leave must be approved by the employee's supervisor prior to being taken. **Employee and Supervisor must verify available leave hours before approving the leave request to ensure sufficient hours are available.** Employees accrue vacation leave with pay in accordance with the following years of service:

Full Years of Service	Hours Accrued/ Pay Period	Hours Accrued/Year
0-2	3.08	80
3-5	3.69	96
6-10	4.62	120
11-15	5.54	144
16-20	6.46	168
21-23	7.69	200
24 or more	9.23	240

- 9.3 ACCRUAL LIMITATION. Total number of accrued vacation leave hours shall not exceed 280 hours.
- 9.4 TERMINATION PAY. Employees shall be paid for all accrued vacation upon termination **at their regular hourly rate.**
- 9.5 LEAVE CONVERSION.
- a. Employees taking a minimum of forty (40) consecutive hours of vacation leave (not to include any holidays) are entitled to convert eight (8) hours of sick leave to vacation leave per year. Vacation leave conversions are processed at the end of the fiscal year.
  - b. Employees may convert a maximum of twenty four (24) hours accrued vacation leave for cash payment no later than the last full pay period prior to June 30th. Payment will be made on the basis of seventy-five cents (\$.75) for each one dollar's (\$1.00) value of leave for the employee.
- 9.6 DONATING VACATION. Any employee **eligible for vacation leave**, who has exhausted all of their sick leave and vacation may request donated time for their recovery from illness or injury, ~~or~~ to provide care for an immediate family member's recovery due to illness or injury, **or due to personal hardship resulting from a declared disaster, such as fire, flood, tornado, or other unforeseeable event which directly effects the employee.** Requests for donated time must be submitted to the Human Resources Department. A certificate of illness or injury will be required from a physician in order to qualify to use donated time. **An official declaration of a disaster from a governmental entity, insurance company, or other relevant organization must be submitted to the Human Resources Department in order to qualify to use donated time for a personal hardship.** An employee requesting donated time must ~~be on unpaid leave for at least forty (40) hours~~ **have exhausted all leave hours** prior to receiving donated time. Any employee may donate their accrued vacation hours. Under no circumstance, including termination, can these donated hours be converted into cash.
- 9.7 SICK LEAVE. Employees shall accrue a maximum of eighty (80) hours of sick leave with pay annually. Sick leave shall be authorized by the employee's supervisor. Sick leave is available when an employee is unable to perform normal job duties due to illness, injury, medical or dental examinations, counseling, and other medical treatments, or when a member of the employee's immediate family requires medical assistance from the employee. There is no accrual limitation and there shall be no pay compensation for sick leave upon termination, except as otherwise provided by this policy. **To ensure a safe and healthy work environment and to protect employees and the public, a supervisor may direct an employee to use sick leave or other accrued leave when an employee is exhibiting visible signs of illness. Signs of illness can include but are not limited to, fever, cough, sore throat, runny or stuffy nose, body aches, headache, chills, fatigue and sometimes vomiting and diarrhea.**

9.8 CERTIFICATION OF ILLNESS FOR SICK LEAVE. A physician's written certification ~~may~~ shall be required to be provided to the Human Resources Department, prior to receipt of sick leave pay at the discretion of the Elected Official or Department Head when an employee is absent for three (3) or more days to verify illness; or when there are excessive absences, a trend or other evidence which appears to indicate that the employee is not ill. Abuse of sick leave may result in a supervisor, Department Head, or Elected Official, withholding approval for leave, and is cause for disciplinary action up to and including termination of employment. Abuse of sick leave may include but is not limited to the following:

- a. An employee who continually exhausts his/her accrued sick leave balance without a certification under the FMLA;
- b. An employee who develops a pattern of being absent from work without pre- approved sick leave for days immediately before or after scheduled days off, immediately after a County approved holiday or on the same day of the work week;
- c. An employee who is absent from work and fails to notify his/her supervisor of an illness or injury that prevents him/her from being at work;
- d. Any leave without a supervisor's authorization.

9.9 FAMILY/MEDICAL LEAVE.

- a. Chaves County provides family/medical leaves of absence to eligible employees who wish to take time off from work duties to fulfill family obligations relating directly to the birth or adoption of a child or the illness of a child, spouse, parent or the employee themselves. Any regular full-time or part-time employee who has been employed by the County for a period of at least twelve (12) consecutive months is eligible to request family medical leave.
- b. Eligible employees are allowed family/medical leave according to provisions of the Family Medical Leave Act. As soon as an eligible employee becomes aware of the need for a family/medical leave of absence, they shall request leave from their supervisor. Employees requesting family/medical leave related to the illness of a child, spouse, parent or the employee themselves shall be required to provide a physician's statement verifying the need for leave. Eligible employees who do not request family medical leave in advance of a qualifying event will automatically be placed on family medical leave as soon as it is determined by Human Resources that their leave qualifies for protections under the Act.



- c. Eligible employees are allowed up to twelve (12) weeks of family/medical leave. Eligibility for leave will be determined on a 12-month rolling back calendar. The employee will be required to take any available vacation or sick leave as part of the approved period of leave. If the family/medical leave is unpaid, the employee is subject to all rules pertaining to leave without pay (Section 9.15).
- d. Subject to the terms, conditions and limitations of the applicable plans, Chaves County will continue to provide health insurance benefits for the full period of the approved family/medical leave. The employee must continue to pay their portion of any premiums due.
- e. When family/medical leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee qualifies. Chaves County guarantees reinstatement to all eligible employees who are not key employees. If the employee fails to return to work or contact their supervisor on or before their expected date of return, Chaves County will assume that the employee has abandoned their job. Slightly different rules under FMLA apply for positions designated as key employees, those who are salaried and among the highest ten percent (10%) of Chaves County's workforce. Key employees are entitled to FMLA, however; key employees are not guaranteed reinstatement.

#### 9.10 SICK LEAVE CONVERSION.

- a. Accrued sick leave greater than 240 hours may be converted to personal vacation leave at a rate of one (1) hour of vacation for each two (2) hours of sick leave. A maximum of forty-eight (48) hours of sick leave may be converted each fiscal year to a maximum of twenty-four (24) hours of vacation leave.
- b. When an employee voluntarily leaves, retires or dies while employed by the County, a percentage of their accrued sick leave may be converted into cash. All accrued sick leave hours above two-hundred and forty (240) hours will be subject to conversion into cash at a percentage based upon the numbers of years the employee has worked for the County. For example, an employee who has worked for the County for sixteen (16) years will be allowed to convert 16% of all accrued sick leave hours above two hundred and forty (240) into cash.

- 9.11 SICK LEAVE INCENTIVE. A Chaves County employee who uses twenty (20) hours or less of sick leave per fiscal year will be able to convert eight (8) hours of sick leave to vacation leave. Exempt employees are not entitled to participate in this sick leave incentive.
- 9.12 ADMINISTRATIVE LEAVE. An employee may be placed on Administrative Leave with or without pay at the discretion of the Elected Official or County Manager for disciplinary or investigative action.
- 9.13 WORKER'S COMPENSATION.
- a. Chaves County provides a comprehensive worker's compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, Workers' Compensation insurance provides benefits after a short waiting period, or if the employee is hospitalized, immediately.
  - b. Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. Failure to report an injury in a timely manner, may be cause for denial of the claim.
  - c. Neither Chaves County nor the insurance carrier will be liable for the payment of worker's compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by Chaves County.
  - d. Subject to the terms, conditions and limitations of the applicable plans, Chaves County will continue to provide health insurance benefits while the employee is receiving worker's compensation benefits. Eligible employees will automatically be placed on family medical leave as soon as it is determined by Human Resources that their leave qualifies for protections under the Act.
  - e. An employee injured while at work may use accrued sick leave or vacation leave for each day off work prior to receiving Worker's Compensation benefits. Once

Worker's Compensation benefits begin, an employee will be prohibited from using any accrued leave.

- 9.14 COURT SERVICE LEAVE WITH PAY. Pay for jury duty shall be authorized only for those days that the employee is scheduled to work. If excused by the court during a working day, the employee shall return to work. If the employee does not return to work, the balance of the day will be charged to leave or leave without pay. Employees serving as jurors shall file for jury pay, if available, and turn in any pay received to the County. Any jury duty worked beyond their regular work hours shall be refunded back to the employee. **Payment of regular wages shall not be authorized when an employee serves on civic duty while on unpaid leave status.**
- 9.15 LEAVE WITHOUT PAY. Except as otherwise specified in this policy, leave without pay is a benefit which may be approved for employees that require additional leave of absence. If an employee is on leave without pay for more than fourteen (14) consecutive calendar days, their leave accruals will cease. Employees on leave without pay **for a full 80-hour pay period** shall not receive holiday pay. During the leave without pay status, the County will make no contributions to PERA. An employee will not be required to use accrued vacation leave, or Personal Holiday before requesting leave without pay.
- 9.16 INCLEMENT WEATHER. The County Manager may close offices and/or send employees home due to inclement weather, and all employees will be compensated for normal work hours.
- 9.17 LEAVE FOR UNFORSEEN CIRCUMSTANCES. The County Manager, after consulting with Elected Officials, may send employees home from work, with pay, due to unforeseen conditions beyond the County's control that prevent the employees from performing their duties.
- 9.18 FUNERAL LEAVE. Up to three (3) days of sick leave may be granted to an employee to attend the funeral of a member of their immediate family. An additional two (2) days may be authorized by the Elected Official or Department Head for extenuating circumstances.
- 9.19 MILITARY LEAVE.
- a. Paid Military Leave for Reserve or National Guard Activities - Paid military leave is granted for authorized Reserve or National Guard activities for a maximum of eighty (80) hours during a one (1) year period based on the Federal Government's fiscal year from October 1 to September 30. Military leave must be requested twenty (20) working days in advance. The employee must furnish proof of duty orders or other documentation prior to leave being granted unless the leave is for emergency purposes.
  - b. Unpaid Military Leave - Employees voluntarily or involuntarily serving on active duty for more than eighty (80) hours, may use accrued vacation leave. If vacation

leave is exhausted or the employee chooses not to use vacation leave, the employee shall be placed on leave without pay. The employee taking unpaid military leave will not first be required to exhaust accrued vacation leave.

- c. Employees Returning from Unpaid Military Leave - Any regular employee who is called to active duty with the National Guard or Reserve and who is discharged or released from an active duty status and who is still qualified to perform the duties of the County position previously held, shall be re-employed in the same position previously held, or to a position of like seniority, status, and pay. To be re-employed in the same position, the employee must make application for re-employment within ninety (90) calendar days after they are relieved from training or duty or from hospitalization of a service-related injury continuing after discharge for a period of not more than one (1) year.

The returning employee shall have all unused vacation leave and sick leave accrued at the time of their departure for military service restored.

9.20 RETURN-TO-WORK (Light Duty). Covers employees who are on leave due to an injury or illness. Chaves County will attempt to help employees return to work as soon as possible after their physician certifies their fitness to do so.

- a. Coordination. An employee on leave due to an injury or illness can only return to work when Chaves County receives a written medical release from the employee's attending physician. Prior to reporting to duty, the employee must provide the Human Resources Department with the medical release. The Human Resources Department will coordinate with the physician if clarification is needed.
- b. Return-to-Work Options. Arrangements to facilitate an employee's early return to work are made in consultation with the employee's attending physician and/or other qualified medical professionals. The following options will be explored:
  - (1) **Return to prior position**. An employee is offered the opportunity to return to their prior position if the attending physician certifies that the employee can perform the essential functions of the job with or without reasonable accommodations.
  - (2) **Restricted duty**. Any employee who is not yet able to return to their former duties is offered a temporary restricted duty assignment that has been approved by the employee's attending physician. The assignment can consist of the employee's regular job, with reduced working hours or reduced activities, or an alternative restricted duty position.
- c. Limitations on Restricted-Duty Assignments. The following limitations apply to restricted duty assignments:

(1) **No guarantee of work.** Chaves County will endeavor to return employees to gainful employment as soon as possible by exploring possible restricted duty assignments. However, Chaves County does not guarantee the availability of restricted duty work.

(2) **Workers' Compensation Benefits.** Employees on workers compensation who return to work before they have reached maximum medical improvement (MMI) may be eligible for temporary partial disability benefits under New Mexico Workers' Compensation law. Employees in restricted duty positions are not permitted to supplement their workers compensation benefits by using their accrued vacation, personal, or medical/sick leave.

(3) **8-Week limit.** Restricted duty assignments are temporary arrangements intended to complement and facilitate the healing process. Restricted-duty assignments cannot exceed eight (8) weeks without approval from the Chaves County Manager or Elected Official.

- d. Coordination With FMLA. Nothing in this policy should be construed as denying employees their rights under the Family Medical Leave Act or any other federal or state law.

**SECTION X  
MISCELLANEOUS**

- 10.1 DESIGNATED WORK AREAS. All employees are to be at their designated work areas on time and ready to work. They shall work until the scheduled quitting time, unless permission of the supervisor has been obtained for different work hours.
- 10.2 PERSONAL BUSINESS. Personal business shall not be conducted during work hours.
- 10.3 SAFETY. The County is committed to having all work conducted in a safe manner. All safety precautions shall be followed in accordance with the Chaves County Risk Control Program.
- 10.4 COUNTY PROPERTY. Employees shall not misuse County property, records, or other material in their care, control, or custody; nor shall any County property, records, or other material be removed from the premises of the County offices unless written permission by the Department Head or Elected Official has been given.
- 10.5 COUNTY VEHICLES. No County vehicle will be taken out of Chaves County without permission of the Elected Official or Department Head. County vehicles shall be used for County business only. County vehicles may not be taken home with the exception of law enforcement personnel and those employees designated by the Elected Official or County Manager as being subject to call out after hours. County vehicles shall not be used for personal business, except as is incidental in commuting. All employees who drive County vehicles are required to take a defensive driving course. **Elected Officials/Department Heads are required to report to Human Resources and Payroll the use of take-home County vehicles for compliance with the Internal Revenue Service Regulations.**

Passengers in a County vehicle who are not employees of the County or covered under another governmental entity must execute a waiver of liability prior to riding in the vehicle. Waivers of liability may be obtained through the County Manager's office.

- 10.6 PERSONAL APPEARANCE. Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image Chaves County presents to customers and visitors.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work.

- 10.7 WEAPONS IN THE WORK PLACE. All County employees, with the exception of Deputy Sheriffs, Animal Control Officers and those employees who possess a New Mexico Concealed Carry Permit, are prohibited from carrying a handgun, firearm, or prohibited weapon into a County building.

- a. COUNTY PROPERTY. This policy covers all County owned or leased buildings and vehicles.
- b. PROHIBITED WEAPONS. Prohibited weapons include any form of weapon or explosive device restricted under State or Federal regulations (chemical dispensing devices, such as pepper sprays that are sold commercially for personal protection are exempt from this policy).
- c. SEARCHES. The County reserves the right to conduct searches of any County vehicle or employee subject to this Section of the Policy.
- d. VIOLATIONS. Any employee who violates this weapons policy shall be subject to disciplinary action, up to and including termination.

If any employee becomes aware of anyone violating this policy, they should report it to the Department Head or Elected Official immediately.

10.8 CONCEALED CARRY PERMITS. County employees who possess a New Mexico Concealed Carry Permit are allowed to carry a concealed weapon on County property as long as they do not violate the conditions of the permit, and they notify the County Manager and their Department Head or Elected Official in writing. The County reserves the right to refuse or disallow an employee with a permit from carrying a concealed weapon in a County building.

10.9 WORKPLACE VIOLENCE. Chaves County strives to provide a safe work place for all employees.

All employees, including managers and supervisors, are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe and secure work environment.

- a. PROHIBITED CONDUCT. Chaves County does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. This list of behaviors, while not inclusive, provides examples of conduct that is prohibited.
  - 1. Causing physical injury to another person;
  - 2. Making threatening remarks;
  - 3. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
  - 4. Intentionally damaging County property or property of another employee;
  - 5. Violations of Weapons Policy (Refer to Section 10.7);
- b. REPORTING PROCEDURES. Any potentially dangerous situation must be reported immediately to a Department Head, Elected Official, or the Human

Resources Office. Reports can be made anonymously and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need- to-know basis.

- c. **RISK REDUCTION MEASURES.** *Hiring:* The County takes reasonable measures to conduct background investigations to review candidate's backgrounds and reduce the risk of hiring individuals with a history of violent behavior. *Individual Situations:* While Chaves County does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform their Department Head, Elected Official or the Human Resources Office if any individual or member of the public exhibits behavior which could be a sign of a potentially dangerous situation. Such behavior includes, but is not limited to:
  - 1. Discussing weapons in a threatening manner related to the workplace, or bringing them to the workplace;
  - 2. Displaying overt signs of extreme stress, resentment, hostility, or anger;
  - 3. Making threatening remarks;
  - 4. Sudden or significant deterioration of performance;
  - 5. Displaying irrational or inappropriate behavior.
- d. **DANGEROUS/EMERGENCY SITUATIONS.** Employees who are confronted by or encounter an armed or dangerous person should not attempt to challenge or disarm the individual. The Human Resources Office maintains and distributes to all employees detailed guidelines and procedures for handling workplace violence and threats.
- e. **ENFORCEMENT.** Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination. Non-employees engaged in violent acts on the County's premises will be reported to the proper authorities.

10.10 **E-MAIL AND INTERNET USE.** The e-mail system and internet access are provided by the County to assist in the conduct of County business. This includes any hardware and/or software and all information created, sent, received or otherwise accessed through the e-mail system as well as through the internet. The use of the e-mail system and the internet is intended for County business and is not to be used for personal business.

The County, at any time, reserves and intends to exercise the right to review, audit, intercept, access and disclose any and all information created, sent, received or otherwise accessed through the e-mail system or through the internet. This includes information that has been deleted from an employee's computer as such information may be stored on the computer's backup system.



The electronic mail system hardware is County property. Additionally, all messages composed, sent, or received on e-mail are and remain the property of the County. They are not the private property of any employee and the employee shall have no expectation of privacy with regard to e-mails and internet use.

- a. PASSWORDS. The use of passwords for security does not guarantee confidentiality. All passwords must be disclosed to the County.

The use of passwords does not imply that the e-mail system or the use of the internet is for personal confidential communication nor that the use of the e-mail system or the internet are the property right of an employee.

- b. PROHIBITED USES. The e-mail system and the use of the internet are not to be used to create, send, receive or otherwise access any offensive or disruptive information. This includes information which contains sexual implications, racial slurs, gender-specific comments or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin or disability. In addition, the solicitation of funds, any illegal or unethical activity or any activity that can reasonably be construed to be detrimental to the interests of the County are specifically prohibited.

Notwithstanding the County's right to retrieve and read any e-mail messages, employees may not intentionally intercept, eavesdrop, record, read, alter, or receive another person's e-mail messages without authorization of the County Manager.

- c. RETENTION OF INFORMATION. E-mail messages and information accessed through the internet may be subject to the provision of the Public Records Act of the State of New Mexico.
- d. APPLICABILITY. The e-mail system and access to the internet shall be used only by County employees unless otherwise authorized by the County Manager or Elected Official.
- e. ENFORCEMENT. Elected Officials and Department Heads are responsible for the implementation of, and adherence to, this policy within their offices/departments. Employees and other authorized users who violate this policy or use the e-mail system or the internet for improper purposes shall be subject to disciplinary action, up to and including termination.

#### 10.11 SOCIAL MEDIA POLICY.

- a. Chaves County respects the desire of employees to participate in social media during their personal time and not during work hours. In general, employees who

participate in social media are free to publish their own personal information without restriction by Chaves County. Employees must avoid, however, posting information that could place the County at a competitive disadvantage or legal compliance risk. If an employee chooses to identify himself or herself as an employee of Chaves County on a personal web site or blog, he or she must adhere to the following guidelines:

- b. Employee must make it clear to the readers that the views expressed are the employee's alone and that they do not necessarily reflect the views of Chaves County. Employees are prohibited from acting as a spokesperson for Chaves County or posting comments as a representative of the County.
- c. Employees may not use the County's logo on any personal social media network without permission from the County Manager or his designee.
- d. Employee may not disclose any information that is confidential or proprietary to Chaves County or to any third party that has disclosed information to the County. Consult with the County Manager for guidance about what constitutes confidential information.
- e. Employees are responsible for maintaining the County's positive reputation and presenting the County in a manner that safeguards the positive reputation of themselves, as well as, the County's employees, managers, etc. Accessing social media for non-work-related activities is prohibited during working hours.
- f. If social media activity is seen as compromising, Chaves County may request a cessation of such commentary and the employee may be subject to disciplinary action, up to and including termination.

**SECTION XI  
ORGANIZATION, MANPOWER, PAY AND POSITION CLASSIFICATION SYSTEM**

11.1 PURPOSE. This Section outlines the provisions for organization, manpower and the County's system of comparing and classifying positions according to their relative equivalence for the purpose of establishing fair and equitable promotion and pay compensation for employees. However, all wages and salaries are approved by the County Commission. Wage and salary increases, when authorized, shall be dependent upon the financial condition of the County.

11.2 APPLICABILITY. The provisions of this section shall apply to all employees except for the following: Elected Officials, Chief Deputies, and Appointed Employees.

11.3 PAY COMPENSATION SYSTEM OVERVIEW.

A. The pay compensation system includes provisions for:

- a. entry level wages;
- b. transfers;
- c. demotions;
- d. cost of living wage increases;
- e. promotion wage increases;
- f. step increases;
- g. performance awards.

B. The pay system includes the following charts:

- a. Organizational Structure and Manpower Allocation (Chart A)
- b. Position Classifications (Charts B)
- c. Wage Schedules

11.4 ORGANIZATION, MANPOWER AND PAY SYSTEM CHARTS:

- a. Organizational Structure and Manpower Allocation Chart. This chart is the organizational structure of positions within the County and includes all regular positions. This chart also outlines the allocated number of authorized positions to be filled each fiscal year.
- b. Position Classification Charts. These charts classify each County position within specific wage levels based on the overall qualifications of the position. Each level on these charts include only the positions which are established as having relatively equivalent overall qualifications as defined in the position specifications for each position.

- c. Wage Schedules. The Wage Schedules outline the regular wages for each level of positions on the Position Classification Charts.
- d. The County Commission may, at its discretion, amend any of the Personnel Charts and Position Specifications by resolution.

11.5 ENTRY LEVEL WAGES. All new employees are normally hired at the Entry level position, Step 1 of the Wage Schedule for the level of position which has been vacated or otherwise approved for hire by the County Commission.

At the discretion of the County Manager or Elected Official, a vacant position may be filled as follows:

- a. General Wage Schedule: Chart C

LEVELS A-H (may not offer wage greater than Step 7)

Step 1 - Entry

Step 2 - one to two years' experience

Step 3 - Up to three years' experience

Step 4 - Up to four years' experience

Steps 5 through 7 – Five or more years' experience

LEVELS I-~~L~~N

May offer wage at any step on the level, subject to verification of comparable market comparisons, years of experience and approval by the County Manager or Elected Official.

- b. Wage Schedules: Charts D, E and G

May not offer wage greater than Step 7.

Step 1 - Entry

Step 2 - One to two years' experience

Step 3 - Up to three years' experience

Step 4 - Up to four years' experience

Steps 5 through 7 – Five or more years' experience

- c. Wage Schedules: Charts ~~F~~ and ~~H~~

May offer wage at any step on the level, subject to verification of comparable market comparisons, years of experience and approval by the County Manager or Elected Official.

- 11.6 UNDER CLASSIFICATION. The County Manager or Elected Officials, may, at their discretion, place an employee one level below the authorized level for that position for review and evaluation purposes not to exceed one (1) year prior to promoting an employee permanently to the authorized position.
- 11.7 EQUIVALENCE. Specifications for positions within each specific level of the Position Classification Charts must have similar duties, responsibilities and qualifications.
- 11.8 GRANDFATHER CLAUSE. Any employee whose position specification is revised will not be subject to the experience, education, or certification requirements of the new position specification.
- 11.9 ACCESS TO PERSONNEL FILES. Personnel files are the property of Chaves County and access to the information they contain is restricted. Generally, only supervisors and management personnel of Chaves County who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the Human Resources Office. Employees may review their own personnel files in the Human Resources Office.

- 11.10 ADDITIONAL RULES. Employees shall obey all additional rules, directives and requests stated verbally or in writing by their supervisors. Employees are generally required to follow all standards, rules, procedures, and policies that are normally expected in the work place.

## **DEFINITIONS**

**ADMINISTRATIVE LEAVE WITH PAY.** Leave with pay granted at the County Manager or Elected Official's discretion.

**ADMINISTRATIVE LEAVE WITHOUT PAY.** Leave without pay granted at the County Manager or Elected Official's discretion.

**ANNIVERSARY DATE.** A day twelve (12) months from an employee's date of hire.

**APPEAL.** Written request that a decision of a formal grievance be reconsidered at a further stage in the grievance procedure.

**APPLICANT.** A person who has made formal application for a position with the County.

**APPOINTED EMPLOYEE.** Appointed employees are exempt employees and serve at the will and pleasure of the County Manager or Elected Official. Appointed employees are not entitled to grievance procedures or holiday overtime pay.

**CAUSE.** Any conduct, action or inaction arising from or directly connected with the employee's work which is inconsistent with the employee's obligation to the County and reflects the employee's disregard of the County's interest. Cause includes, but is not limited to, inefficiency, incompetency, misconduct, negligence, insubordination, performance which continues to be inadequate after reasonable efforts have been made to correct the performance problems, or conviction of a felony or misdemeanor.

**CHIEF DEPUTY.** Chief Deputies are exempt employees and serve at the will and pleasure of the Elected Official. Chief Deputies are not entitled to grievance procedures or holiday overtime pay. Chief Deputies shall receive ninety five percent (95%) of the Elected Official's salary.

**COUNTY BUSINESS.** The performance of duties of a County employee at an employee's normal work station or at a location authorized by the County.

**DEMOTION.** A demotion is any downward movement on the Position Classification Charts whether voluntary or involuntary. Employees who are demoted shall maintain the same step for pay purposes.

**DEPARTMENT HEAD.** An appointed employee who has the responsibility of supervising and administrating a department of County government as determined and designated by the County Manager.

**DUE PROCESS.** The right granted to a regular employee to pre and post disciplinary hearings for actions of suspension, demotion or termination.

**ELECTED OFFICIAL.** An individual elected or appointed to fill vacancies in elective office, e.g., County Commissioner, County Clerk, County Treasurer, County Sheriff, County Assessor, and Probate Judge.

**EXEMPT EMPLOYEES.** All executive, administrative and professional employees as those terms are defined in the Department of Labor regulations relating to the Fair Labor Standards Act, and whose compensation is based on a fixed salary.

**GRANT FUNDED EMPLOYEE.** A full or part-time employee hired to fill a position which exists only upon receipt of grant funds. This position is terminable-at-will if funding is not received.

**GRIEVANCE.** A formal complaint by an employee concerning actions taken by management which result in loss of pay to the employee.

**GRIEVANCE HEARING.** A formal hearing conducted at the request of an employee who is grieving a termination, demotion or suspension, as set forth in this Personnel Policy.

**HEARING OFFICER.** The individual who is charged with the responsibility of hearing and deciding post-disciplinary action matters of demotion, suspension and termination.

**IMMEDIATE FAMILY.** Spouses, children, parents, siblings, grandparents, grandchildren, like-in-laws, and like step-relationships are immediate family.

**LAYOFF.** The involuntary separation of an employee from County service without fault on the part of the employee, due to the abolition of a position, reorganization, lack of work, or lack of funds.

**NONEXEMPT EMPLOYEES.** All employees who are not exempt employees as defined in Department of Labor regulations relating to the Fair Labor Standards Act.

**PARTISAN POLITICAL OFFICE.** Any office for which any candidate is nominated or elected as representing a political party.

**PRE-DISCIPLINARY HEARING.** A hearing conducted by the Elected Official, County Manager or Department Head before the imposition of the disciplinary actions of suspension, demotion or termination.

**PROBATIONARY EMPLOYEE.** A full-time or part-time employee hired to fill a regular position who has not yet completed the twelve (12) month probationary period of employment during which time the employee is terminable-at-will.

**PROBATIONARY PERIOD FOR DEPUTY SHERIFF.** All new employees hired into a Deputy Sheriff position, including recruits and certified State of New Mexico law enforcement officers, shall serve a probationary period of twenty-four (24) months, beginning on the first day of work, during which time the employee is terminable-at-will.

**PROMOTION.** A promotion is any upward movement on the Position Classification Charts.

**REGULAR EMPLOYEE.** *Full-time.* An employee who has successfully completed probation with a work schedule of at least forty (40) hours per week. *Part-time.* An employee who has successfully completed probation, in which an employee works less than forty (40) hours per week. Part-time employees will receive benefits on a pro-rata basis.

**RETIREMENT.** The withdrawal of an employee from the County work force upon meeting the Public Employees' Retirement Association eligibility conditions for normal or disability retirement.

**SAFETY SENSITIVE POSITION.** Positions in which the employee is required to safely operate potentially dangerous equipment, or is required to maintain the safety and security of the County.

**SICK LEAVE.** Leave with pay granted to employees, after accrual at a specific rate when personal illness or quarantine keeps the employee from performing the duties of the position or when a member of the immediate family is ill.

**SUSPENSION.** A forced leave of absence, with or without pay, for disciplinary reasons, or pending investigation of allegations made against an employee, or for pending determination of the grievance procedure.

**TEMPORARY EMPLOYEE.** A full-time or part-time employee hired to fill a position that will not exceed a six (6) month period. All temporary employees are terminable-at-will, do not accrue leave, and do not receive employee benefits.

**TERMINABLE-AT-WILL.** Employees who can be terminated at any time without cause; e.g., probationary, temporary, contract, chief deputy and sheriff's administrator. Terminable-at-will employees are not entitled to the grievance proceedings.

**TERMINATION.** An action taken by the County Manager or Elected Official, which terminates an individual's employment with the County.

**TRANSFER.** The voluntary or involuntary movement of an employee, from one department or office to another department or office in the County service.

**VACATION LEAVE.** Leave with pay granted to an employee, after accrual at a specific rate, with approval of the employee's supervisor.



The Amendments contained in Revision #23 of Ordinance O-008 are hereby approved by the Board of County Commissioners at a public hearing on September 19, 2024. The revision will become effective October 19, 2024.

**BOARD OF CHAVES COUNTY COMMISSIONERS**

\_\_\_\_\_  
Jeff Bilberry, Chairman

\_\_\_\_\_  
T. Calder Ezzell, Vice-Chairman

**ATTEST:**

\_\_\_\_\_  
Dara Dana, Member

\_\_\_\_\_  
Cindy Fuller  
County Clerk

\_\_\_\_\_  
Michael J. Perry, Member

\_\_\_\_\_  
Richard C. Taylor, Member

AGENDA ITEM: 3

Agreement A-24-050 between Chaves  
County and NM Energy, Minerals, and  
Natural Resources Department

MEETING DATE: September 19, 2024

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**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:**                      **Alex Palomino, Public Services Director**

**ACTION REQUESTED:**                      Approve Agreement A-24-050

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**SUMMARY:**      To approve Amendment No.1 to previous MOA dated September 19, 2019. The D.O.E has agreed to provide funds to off-set costs associated with a hazardous materials response to a WIPP transportation under the MOA for the Chaves County Fire Departments. The amendment increases the potential award amount to not exceed \$40,000 from the previous amount of \$11,000.

Staff Recommends/Requests: Approve Agreement A-24-050

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**SUPPORT DOCUMENTS:**      Agreement A-24-050

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SUMMARY BY:                                      **Alex Palomino, Public Services Director**

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT  
AND CHAVES COUNTY**

**THIS AMENDMENT NO. 1** is made and entered into by and between the State of New Mexico Energy, Minerals and Natural Resources Department (EMNRD) and Chaves County (County)

**WHEREAS**, the parties have previously made an Agreement effective September 19, 2019, and

**WHEREAS**, Section 14 thereof provides that the original Agreement shall not be amended except by written instrument executed by the parties, and

**WHEREAS**, the parties now agree that it is in their mutual interest to amend their previously made Agreement.

**NOW, THEREFORE, THE PARTIES DO AGREE TO AMEND** their previous Agreement by this **AMENDMENT NO. 1** as follows:

1. The sixth Whereas is deleted in its entirety and replaced with the following:

**"WHEREAS**, DOE has agreed to provide funds to off-set costs associated with a hazardous materials response to a WIPP transportation event, of which up to \$40,000.00 is allocated under this MOA for the Chaves County Fire Departments;"

2. he existing Paragraph B), Section 1, EMNRD shall, is deleted in its entirety and replaced with the following:

**"B** provide management of the funds allocated under the Approved Budget to be provided to the County and to be used by the Chaves County Fire Departments and reimburse the County for costs incurred under this MOA in an amount not to exceed forty thousand dollars (\$40,000.00), including New Mexico Governmental Gross Receipts Taxes, if applicable, and any travel necessary, for each fiscal year this MOA is in effect, subject to expected approval of the appropriate budget amounts when EMNRD submits its budget to DOE each fiscal year. Upon notification by EMNRD of available Fiscal Year funding, the County and EMNRD shall jointly develop projects that enhance the response to a WIPP transportation event;"

3. The existing Paragraph C)5), Section 2, The County shall, is deleted in its entirety and replaced with the following:

"5) demonstrate proficiency as it pertains to hazardous materials emergency response through mutually agreed upon participation in drills or exercises conducted by the Task Force. Funds allocated under this MOA may be used to support the local jurisdiction in preparation of and during Task Force training, drills and exercises;"

4. All other terms and conditions of the parties' original Agreement shall remain the same.

5. This Amendment No. 1 becomes effective on EMNRD's signature.

**IN WITNESS WHEREOF**, the parties hereto have herein below executed this Agreement.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES  
DEPARTMENT**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

Date: \_\_\_\_\_

**CHAVES COUNTY**

By: \_\_\_\_\_  
Authorized Representative Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

Item # 4

Request to approve Agreement A-24-051 for Apic Solutions Inc., proposal and A-24-052 for US Capital Corp and give Purchasing Director signature authority for financing agreement with US Capital Corp

Meeting Date: 09/19/2024

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## STAFF SUMMARY

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**REQUESTED BY:** Ana Nieto, Purchasing Director

**ACTION REQUIRED:** Approval of Agreements **A.** A-24-051 **B.** A-24-052  
**C.** Signature Authority to Purchasing Director

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### SUMMARY:

Chaves County will be purchasing (42) outdoor cameras to the exterior of the Chaves County Detention Center to upgrade surveillance of the facility.

Equipment and installation will be offered by Apic Solutions. Agreement A-24-051 is for the equipment and installation services. The contract will be with through NM State Price Agreement 00-00000-20-00093.

Equipment will be leased for 60 months for a cost of \$5,369.65 monthly. Agreement A-24-052 is the lease agreement for US Capital Corp, payments to be made to KS State Bank.

The Purchasing Director is seeking approval to become an additional authorized individual to sign concurrence with lease agreement forms.

Funds have been approved per the FY25 budget.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** A-24-051 – Apic Solutions Inc. Proposal  
A-24-052 – US Capital Corp Lease Agreement

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**Submitted by:** Ana Nieto  
**Title:** Purchasing Director



5550 Midway Park Place NE  
 Albuquerque, NM 87109  
 Contractor Lic. #373987  
 (505)345-1381 Phone  
 (505)345-1365 Fax  
 www.apicnm.com

**Chaves County Detention Center**  
**3701 S. Atkinson Ave**  
**Roswell, NM 88203**

**April 26, 2024**

**Attn: Michael Brisco**

**RE: Chaves County Detention Center - Camera Replacement REV3**

APIC Solutions will complete the following work:

Install (42) cameras to the exterior of the facility to upgrade surveillance of the facility. This will consist of (1) 160TB Premium+ server, (13) 2MP Dome cameras, (11) 12MP Fisheye cameras, (4) 4MP Bullet cameras, and (14) Multi-Sensor cameras. Cat6 Plenum cable will be installed, home run, from IDF's to camera location utilizing existing cable pathway. Surge protectors will be installed on each camera to protect interior infrastructure.

**Headend** – (Provide and install)

- (44) ACC7 Enterprise Licenses
- (44) ACC Enterprise Smart Plan, 3 Year
- (1) 160TB NVR5 Server
- (2) Avigilon SFP+ Modules

**Field Hardware** – (Provide and install)

- (13) 2MP Dome Cameras
- (4) 4MP Bullet Cameras
- (14) 20MP Multi-Sensor Cameras
- (11) 12MP H5A Fisheye IR Dome Camera

<b>PRODUCT DESCRIPTION</b>	<b>QTY</b>		
ACC 7 Enterprise camera channel	44		
ACC Enterprise Smart Plan; 3-Year	44		
AI NVR Premium+; 160TB; NA	1		
NVR5-SFPPLUS-SR-B	2		
2MP H6A Outdoor IR Dome Camera with 2.8-12mm Lens	13		
4MP H6A Bullet IR Camera with 4.4-9.3mm Lens	4		
Bullet Junction Box for H6 / H5A / H4A Bullet Cameras	4		
H5A Multisensor 20MP Camera Module 3.3-5.7mm	14		
PendantNPTadapterforusewithH5AMH-AD-PEND1.	14		
Wall Mount for large pendant camera	14		
Aluminum corner mounting bracket	14		

POE++ Injector; 802.3bt; 60W; NA	14		
Outdoor pendant mount adapter	14		
Dome bubble and cover, clear	14		
IR Illuminator Ring for H4 Multisensor	14		
12MP H5A Fisheye IR Dome Camera	11		
2x 3MP H5A Dual Head Outdoor Camera	2		
Junction Box for H5A Dual Head Camera	2		
24 Port Switch - 400W - 16P PoE+ & 8P PoE++ - 2 SFP Port	2		
10G - Fiber SFP Multi Mode Module - LC Connection (2 Pack)	2		
1 Channel - IP Video Power and Data Surge Protector	20		
Cat 6 UTP CMP - Yellow	8000		
Cat 6 UTP OSP - Black	1000		
RJ-45 Conn. (Box of 25)	2		
24-Port Cat 6 Patch Panel	3		
3' Cat 6 Patch Cord - Blue	80		
10Gig - Fiber - 2M LC-LC Patch Cord	4		
Equipment Rental	LOT		
Freight	LOT		
Lodging and Per Diem	LOT		
<b>MATERIAL COST</b>			<b>\$ 178,585.58</b>
<b>LABOR COST</b>			<b>\$ 82,250.00</b>
<b>TAX ON LABOR ONLY @ 7.8958%</b>			<b>\$ 6,494.30</b>
<b>BOND</b>			<b>\$ 3,912.53</b>
<b>TOTAL PROJECT COST</b>			<b>\$ 271,242.41</b>

Based on State Price Agreement 00-00000-20-00093

#### NOTES AND EXCLUSIONS

- Proposal **EXCLUDES** any additional equipment not listed in this proposal.
- Proposal **EXCLUDES** payment/performance bond and all associated permits, fees, and NMGRS unless specified.
- Proposal **EXCLUDES** any unforeseen conditions & coordination with other trades.
- Proposal **EXCLUDES** any equipment not listed in this quote.
- Proposal **EXCLUDES** painting & patching, painting of conduit, carpentry work, ceiling tile replacement, roof penetrations; major firestopping, underground piping, concrete cutting & repair, repairs to firewalls & penetrations.
- Proposal **Excludes** any new cable. Proposal assumes all existing cabling to be in usable condition.
- Proposal **EXCLUDES** replacement or upgrade of existing server and or switches, network equipment, etc. still under warranty from previous CCTV project with APIC Solutions.

#### WARRANTY TERMS

- This project includes a one-year warranty against defects in product or workmanship. This warranty is provided by APIC Solutions and shall begin the day of owner acceptance.

**PAYMENT TERMS**

- As per the state price agreement 00-00000-20-00093 all invoices are due Net 30 days.
- All equipment will be billed 100% once it has been delivered and inventoried / accepted by the agency.
- Progress billings for labor and equipment rental will occur monthly and be based on the percentage complete at the time of billing.

The signatures below indicate CUSTOMER and APIC Solutions agreement to the **Scope of Work, Project Pricing, and Terms and Conditions** in this document:

CHAVEZ COUNTY DETENTION CENTER	APIC SOLUTIONS INC
Name:	Name:
Signature:	Signature:
Title and Date:	Title and Date:

If you have any questions, please feel free to contact me at the number below. Thank you for your trust in APIC Solutions. We look forward to working with you!

Sincerely,

Sarge Modesto  
505-933-2112



**DOCUMENTATION INSTRUCTIONS**

The instructions listed below should be followed when completing the enclosed documentation. ***Please sign in blue ink and print on single sided paper only.*** Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (815) 477-1600.

**I. Attached Documentation**

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- 1. Government Obligation Contract**
  - ◆ Complete or verify Special Fund designated from which Contract Payments will be made in space provided in Section 2.01(j).
  - ◆ An authorized individual that is with the Obligor should sign on the first space provided. ***All original signatures are required for funding.***
- 2. Exhibit A – Description of Equipment**
  - ◆ Review equipment description. Complete serial number/VIN if applicable.
  - ◆ List the location where the equipment will be located after delivery/installation.
- 3. Exhibit B – Payment Schedule**
  - ◆ Sign and print name and title
- 4. Exhibit C - Acceptance of Obligation**
  - ◆ Sign and print name and title
- 5. Exhibit D - Obligor Resolution**
  - ◆ Type in the date of the meeting in which the purchase was approved.
  - ◆ Print or type the name and title of the individual(s) who is authorized to execute the Contract.
  - ◆ The board chairman or other authorized member of the Obligor's Governing Body must sign the Resolution where indicated.
  - ◆ The board secretary or board clerk of Obligor must attest the Resolution where indicated.
- 6. Exhibit E - Officer's Certificate**
  - ◆ Sign and print name and title
  - ◆ Please list the Source of Funds for the Contract Payments.
- 7. Exhibit F - Payment Request & Equipment Acceptance Form**
  - ◆ Do Not Return until you need to request funds from the Vendor Payable Account.
- 8. Exhibit G - Signature Card**
  - ◆ Sign and print name and title
  - ◆ An additional individual may sign as an authorized individual, if desired.
- 9. Exhibit H - Obligor Acknowledgement**
  - ◆ Complete information as indicated.
- 10. Exhibit I - Bank Qualified Certificate**
  - ◆ Sign and print name and title
- 11. Notice of Assignment**
  - ◆ Sign and print name and title.
- 12. Insurance Requirements**
  - ◆ Complete insurance company contact information where indicated.
- 13. Debit Authorization – (Preferred)**
  - ◆ Complete form and attach a voided check
- 14. 8038G IRS Form**
  - ◆ Please read 8038 Review Form
  - ◆ In Box 2, type Employer Identification Number
  - ◆ Sign and print name and title

## II. Condition to Funding

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If, for any reason: (i) the required documentation is not returned by December 19, 2024, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

**All documentation should be returned to:**  
United States Capital Corporation  
111 West Jackson Boulevard, Suite 1700  
Chicago, Illinois 60604



## GOVERNMENT OBLIGATION CONTRACT

### Obligor

Chaves County, New Mexico  
1 St. Mary's Place  
Roswell, New Mexico 88203

### Obligee

United States Capital Corporation  
111 West Jackson Boulevard, Suite 1700  
Chicago, Illinois 60604

### Dated as of September 1, 2024

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

#### I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

#### II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) In the event that the Internal Revenue Code of 1986, as currently amended (the "Code"), should be further amended or replaced: (i) to reduce corporate and/or individual income tax rates or (ii) to reduce or eliminate the extent to which the interest portion of the Contract Payments is excludable from gross income, then, at the written request of Obligee or its assigns, Obligor shall pay to Obligee or its assigns with each Contract Payment payable after the effective date of such amendment or replacement such additional amount as necessary to bring the after tax yield on each such Contract Payment to the same effective rate that Obligee or its assigns would have received had there occurred no such amendment to or replacement of the Code. Notwithstanding any other provision of this Agreement, Obligor shall have the right to exercise its option to purchase the Equipment pursuant to Section 3.04 hereof on the effective date of any such amendment or replacement.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the Capital Outlay Fund ("Special Fund") of the Obligor is the primary source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.
- (n) Obligor warrants, as applicable, the purchase of any telecommunications and video surveillance services or equipment financed hereunder complies with 2 CFR § 200.216 and 2 CFR § 200.471.
- (o) Obligor warrants that it understands and has complied with 2 CFR § 200.322 in relation to domestic preferences for procurements, as applicable.

**Section 2.02 Escrow Agreement.** In the event both Obligees and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligees and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligees shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

### III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

**Section 3.01 Acquisition and Acceptance.** Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit G. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

**Section 3.02 Contract Payments.** Obligor shall pay Contract Payments exclusively to Obligees or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligees or its assignees. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligees shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligees shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Obligor will use funds to make the Contract Payments for this Contract from a Special Fund designated by Obligor in accordance with New Mexico law. Once all amounts due Obligees hereunder have been received, Obligees will release any and all of its rights, title and interest in the Equipment.

**SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL.** THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

**Section 3.04 Purchase Option Price.** Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligees then Obligees will transfer any and all of its rights, title and interest in the Equipment to Obligor.

**Section 3.05 Contract Term.** The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 9.01 below.

**Section 3.06 Disclaimer of Warranties.** OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

### IV. Appropriation of Money

**Section 4.01 Appropriation.** Obligor shall be obligated to appropriate sufficient money to make all the Contract Payments for the Original Term and each successive Renewal Term as each Contract Payment comes due. If Obligor fails to make an appropriation of money to make any Contract Payment, then an Event of Default will be deemed to have occurred as set forth under Section IX below. This Contract represents a binding and enforceable promise to pay in accordance with the terms herein by the Obligor.

### V. Insurance, Damage, Insufficiency of Proceeds

**Section 5.01 Insurance.** Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligees with a certificate of Insurance which lists the Obligees and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligees in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligees from liability and property damage in any form and amount satisfactory to Obligees.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligees with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligees and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligees or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligees or its assignees. Obligor shall furnish to Obligees certificates evidencing such coverage throughout the Contract Term.

**Section 5.02 Damage to or Destruction of Equipment.** Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligees, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

**Section 5.03 Insufficiency of Net Proceeds.** If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligees, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligees.

**Section 5.04 Obligor Negligence.** Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

**Section 5.05 Reimbursement.** Obligor hereby assumes responsibility for and agrees to reimburse Obligees for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligees that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

### VI. Title and Security Interest

**Section 6.01 Title.** Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligees in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligees such documents as Obligees may request to evidence the passage of legal title to the Equipment to Obligees.

**Section 6.02 Security Interest.** To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligees a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligees, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligees to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

### VII. Assignment

**Section 7.01 Assignment by Obligees.** All of Obligees' rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligees at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligees or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

**Section 7.02 Assignment by Obligor.** None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligees approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

## **VIII. Maintenance of Equipment**

**Section 8.01 Equipment.** Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligees shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligees is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligees or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligees deems necessary or appropriate to protect Obligees' interest in the Equipment and in this Contract. Obligor shall allow Obligees to examine and inspect the Equipment at all reasonable times.

## **IX. Default**

**Section 9.01 Events of Default defined.** The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligees that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligees may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligees, unless Obligees agrees in writing to an extension of time. Obligees will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligees under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligees.
- (f) Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

**Section 9.02 Remedies on Default.** Whenever any Event of Default exists, Obligees shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligees may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the Contract Term to be immediately due and payable.
- (b) With or without terminating this Contract, Obligees may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligees to a location specified by Obligees. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligees may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligees has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the Contract Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligees may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligees for all costs incurred by Obligees in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

**Section 9.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Obligees is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

**Section 9.04 Return of Equipment and Storage.**

- (a) **Surrender:** The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligees in the event of a default by delivering the Equipment and any additional collateral to the Obligees to a location accessible by common carrier and designated by Obligees. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligees all tangible items constituting such software. At Obligees' request, Obligor shall also certify in a form acceptable to Obligees that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligees and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment and any additional collateral shall be delivered to the location designated by the Obligees by a common carrier unless the Obligees agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligees' instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligees. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligees the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) **Condition:** When the Equipment is surrendered to the Obligees it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligees to sell or lease it to a third party and be free of all liens. If Obligees reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligees may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligees for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligees, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligees. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligees shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

## **X. Vendor Payable Account**

**Section 10.01 Establishment of Vendor Payable Account.** On the date that the Obligees executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligees agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligees selects that is acceptable to Obligor (including Obligees or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligees of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligees to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligees.

**Section 10.02 Down Payment.** Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligees that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligees at the time this transaction was submitted for credit approval by the Obligor to the Obligees.

**Section 10.03 Disbursement upon Default.** If an event of default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligees and Obligor will have no interest therein.

**Section 10.04 Surplus Amount.** Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall, at Obligees' sole discretion, either a) be returned to Obligor, or b) be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

**Section 10.05 Recalculation of Contract Payments.** Should Obligees decide to apply the Surplus Amount to the then applicable Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligees based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligees shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal

component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligees and Obligor.

**XI. Miscellaneous**

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligees or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligees' satisfaction, and Obligees has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligees and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligees and Obligor. Furthermore, Obligees reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligees for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligees and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligees. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligees and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligees and will not apply to this Contract.

Obligees and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

**Chaves County, New Mexico**

**United States Capital Corporation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

**EXHIBIT A**

**DESCRIPTION OF EQUIPMENT**

**RE: Government Obligation Contract dated as of September 1, 2024, between United States Capital Corporation (Obligee) and Chaves County, New Mexico (Obligor)**

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Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Security System including Forty Two (42) Exterior Cameras, One (1) 160 Terabyte Server, Thirteen (13) Dome Cameras, Eleven (11) 12MP Fisheye Cameras, Four (4) 4MP Bullet Cameras and Fourteen (14) Multi-Sensor Cameras

Physical Address of Equipment after Delivery : 3701 S. Atkinson Ave., Roswell, NM 88203

## EXHIBIT B

## PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of September 1, 2024, between United States Capital Corporation (Obligee) and Chaves County, New Mexico (Obligor)

Date of First Payment:	October 1, 2024
Original Balance:	\$271,242.41
Total Number of Payments:	Sixty (60)
Number of Payments Per Year:	Twelve (12)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	01-Oct-24	\$5,369.65	\$1,580.00	\$3,789.65	Not Available
2	01-Nov-24	\$5,369.65	\$1,557.92	\$3,811.73	Not Available
3	01-Dec-24	\$5,369.65	\$1,535.72	\$3,833.93	\$267,951.79
4	01-Jan-25	\$5,369.65	\$1,513.38	\$3,856.27	\$263,841.51
5	01-Feb-25	\$5,369.65	\$1,490.92	\$3,878.73	\$259,711.92
6	01-Mar-25	\$5,369.65	\$1,468.33	\$3,901.32	\$255,562.92
7	01-Apr-25	\$5,369.65	\$1,445.60	\$3,924.05	\$251,394.42
8	01-May-25	\$5,369.65	\$1,422.74	\$3,946.91	\$247,206.32
9	01-Jun-25	\$5,369.65	\$1,399.75	\$3,969.90	\$242,998.54
10	01-Jul-25	\$5,369.65	\$1,376.63	\$3,993.02	\$238,770.98
11	01-Aug-25	\$5,369.65	\$1,353.37	\$4,016.28	\$234,523.55
12	01-Sep-25	\$5,369.65	\$1,329.97	\$4,039.68	\$230,256.16
13	01-Oct-25	\$5,369.65	\$1,306.44	\$4,063.21	\$225,968.71
14	01-Nov-25	\$5,369.65	\$1,282.78	\$4,086.87	\$221,661.11
15	01-Dec-25	\$5,369.65	\$1,258.97	\$4,110.68	\$217,333.27
16	01-Jan-26	\$5,369.65	\$1,235.02	\$4,134.63	\$212,985.09
17	01-Feb-26	\$5,369.65	\$1,210.94	\$4,158.71	\$208,616.47
18	01-Mar-26	\$5,369.65	\$1,186.72	\$4,182.93	\$204,227.32
19	01-Apr-26	\$5,369.65	\$1,162.35	\$4,207.30	\$199,817.54
20	01-May-26	\$5,369.65	\$1,137.84	\$4,231.81	\$195,387.03
21	01-Jun-26	\$5,369.65	\$1,113.19	\$4,256.46	\$190,935.70
22	01-Jul-26	\$5,369.65	\$1,088.40	\$4,281.25	\$186,463.45
23	01-Aug-26	\$5,369.65	\$1,063.46	\$4,306.19	\$181,970.18
24	01-Sep-26	\$5,369.65	\$1,038.38	\$4,331.27	\$177,455.79
25	01-Oct-26	\$5,369.65	\$1,013.15	\$4,356.50	\$172,920.18
26	01-Nov-26	\$5,369.65	\$987.77	\$4,381.88	\$168,363.25
27	01-Dec-26	\$5,369.65	\$962.24	\$4,407.41	\$163,784.91
28	01-Jan-27	\$5,369.65	\$936.57	\$4,433.08	\$159,185.05
29	01-Feb-27	\$5,369.65	\$910.75	\$4,458.90	\$154,563.57
30	01-Mar-27	\$5,369.65	\$884.77	\$4,484.88	\$149,920.37
31	01-Apr-27	\$5,369.65	\$858.65	\$4,511.00	\$145,255.35
32	01-May-27	\$5,369.65	\$832.37	\$4,537.28	\$140,568.40
33	01-Jun-27	\$5,369.65	\$805.94	\$4,563.71	\$135,859.42
34	01-Jul-27	\$5,369.65	\$779.36	\$4,590.29	\$131,128.31
35	01-Aug-27	\$5,369.65	\$752.62	\$4,617.03	\$126,374.96
36	01-Sep-27	\$5,369.65	\$725.73	\$4,643.92	\$121,599.27
37	01-Oct-27	\$5,369.65	\$698.68	\$4,670.97	\$116,801.14
38	01-Nov-27	\$5,369.65	\$671.47	\$4,698.18	\$111,980.46
39	01-Dec-27	\$5,369.65	\$644.10	\$4,725.55	\$107,137.12
40	01-Jan-28	\$5,369.65	\$616.57	\$4,753.08	\$102,271.01



## EXHIBIT B - CONTINUED

## PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of September 1, 2024, between United States Capital Corporation (Obligee) and Chaves County, New Mexico (Obligor)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
41	01-Feb-28	\$5,369.65	\$588.89	\$4,780.76	\$97,382.03
42	01-Mar-28	\$5,369.65	\$561.04	\$4,808.61	\$92,470.08
43	01-Apr-28	\$5,369.65	\$533.03	\$4,836.62	\$87,535.04
44	01-May-28	\$5,369.65	\$504.86	\$4,864.79	\$82,576.80
45	01-Jun-28	\$5,369.65	\$476.52	\$4,893.13	\$77,595.26
46	01-Jul-28	\$5,369.65	\$448.02	\$4,921.63	\$72,590.31
47	01-Aug-28	\$5,369.65	\$419.35	\$4,950.30	\$67,561.83
48	01-Sep-28	\$5,369.65	\$390.51	\$4,979.14	\$62,509.72
49	01-Oct-28	\$5,369.65	\$361.51	\$5,008.14	\$57,433.87
50	01-Nov-28	\$5,369.65	\$332.33	\$5,037.32	\$52,334.16
51	01-Dec-28	\$5,369.65	\$302.99	\$5,066.66	\$47,210.48
52	01-Jan-29	\$5,369.65	\$273.48	\$5,096.17	\$42,062.72
53	01-Feb-29	\$5,369.65	\$243.79	\$5,125.86	\$36,890.76
54	01-Mar-29	\$5,369.65	\$213.93	\$5,155.72	\$31,694.50
55	01-Apr-29	\$5,369.65	\$183.90	\$5,185.75	\$26,473.81
56	01-May-29	\$5,369.65	\$153.70	\$5,215.95	\$21,228.59
57	01-Jun-29	\$5,369.65	\$123.31	\$5,246.34	\$15,958.71
58	01-Jul-29	\$5,369.65	\$92.75	\$5,276.90	\$10,664.07
59	01-Aug-29	\$5,369.65	\$62.01	\$5,307.64	\$5,344.54
60	01-Sep-29	\$5,369.65	\$31.11	\$5,338.54	\$0.00

## Chaves County, New Mexico

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 Signature

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 Printed Name and Title

\*Assumes all Contract Payments due to date are paid

**EXHIBIT C**  
**ACCEPTANCE OF OBLIGATION**  
**TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B**

**RE: Government Obligation Contract dated as of September 1, 2024, between United States Capital Corporation (Obligee) and Chaves County, New Mexico (Obligor)**

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I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

- (a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
- (b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;
- (c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
- (d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

**Chaves County, New Mexico**

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Signature

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Printed Name and Title

**EXHIBIT D**  
**OBLIGOR RESOLUTION**

**RE: Government Obligation Contract dated as of September 1, 2024, between United States Capital Corporation (Obligee) and Chaves County, New Mexico (Obligor)**

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At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on \_\_\_\_\_ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of September 1, 2024, between Chaves County, New Mexico (Obligor) and United States Capital Corporation (Obligee).
2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor’s behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

**Authorized Individual(s):** \_\_\_\_\_

(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

**Signature:** \_\_\_\_\_

(Signature of Board Chairman or other authorized member of the Obligor's Governing Body)

**Printed Name & Title:** \_\_\_\_\_

(Printed Name and Title of individual who signed directly above)

**Attested By:** \_\_\_\_\_

(Signature of Obligor's Board Secretary or Board Clerk)

**Printed Name & Title:** \_\_\_\_\_

(Printed Name of individual who signed directly above)

**EXHIBIT E**  
**OFFICER'S CERTIFICATE**

**RE: Government Obligation Contract dated as of September 1, 2024, between United States Capital Corporation (Obligee) and Chaves County, New Mexico (Obligor)**

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I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : Capital Outlay Fund

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**Chaves County, New Mexico**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

EXHIBIT F

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of September 1, 2024, between United States Capital Corporation (Obligee) and Chaves County, New Mexico (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

- 1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$ \_\_\_\_\_ and this amount is consistent with the Contract between Obligor and vendor.
2. Payment is to be made to: Payee: \_\_\_\_\_
3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) copy of the Contract between Obligor and vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: stevehofmann@uscapcorp.com
or
Fax: (815) 455-4991

Please call (815) 477-1600 if you have any questions.

Chaves County, New Mexico

Signature

Printed Name and Title

**EXHIBIT G**  
**SIGNATURE CARD**

**RE: Government Obligation Contract dated as of September 1, 2024, between United States Capital Corporation (Obligee) and Chaves County, New Mexico (Obligor)**

---

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from Chaves County, New Mexico.

**Chaves County, New Mexico**

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Signature

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Printed Name and Title

**Signature of additional authorized individual (optional) of Obligor**

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Signature

---

Printed Name and Title

EXHIBIT H

OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of September 1, 2024, between United States Capital Corporation (Obligee) and Chaves County, New Mexico (Obligor)

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Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: \_\_\_\_\_

Equipment: \_\_\_\_\_

Cost of Equipment: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Equipment: \_\_\_\_\_

Cost of Equipment: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Equipment: \_\_\_\_\_

Cost of Equipment: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Equipment: \_\_\_\_\_

Cost of Equipment: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Equipment: \_\_\_\_\_

Cost of Equipment: \_\_\_\_\_

**Obligor will immediately notify Obligee if any of the information listed above is changed.**

EXHIBIT I

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of September 1, 2024, between United States Capital Corporation (Obligee) and Chaves County, New Mexico (Obligor)

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Whereas, Obligor hereby represents that it is a “Bank Qualified” Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the “Code”). (A “Bank Qualified Issuer” is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations other than “private activity bonds” as defined in Section 141 of the Code, excluding certain “qualified 501(c)(3) bonds” as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

- Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such “qualified tax-exempt obligations”.
- Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than “private activity bonds” as defined in Section 141 of the Code and excluding certain “qualified 501(c)(3) bonds” as defined in Section 145 of the Code) in an amount greater than \$10,000,000.

**Chaves County, New Mexico**

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Signature

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Printed Name and Title



**NOTICE OF ASSIGNMENT**

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**SEPTEMBER 1, 2024**

United States Capital Corporation (Obligee/Assignor) hereby gives notice of an Assignment between Obligee/Assignor and KS StateBank (Assignee) of the Government Obligation Contract (Contract) between Obligee/Assignor and Chaves County, New Mexico, dated as of September 1, 2024.

All Contract Payments coming due pursuant to the Contract shall be made to:

KS StateBank  
P.O. Box 1608  
Manhattan, Kansas 66505

**United States Capital Corporation, Obligee/Assignor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**ACKNOWLEDGEMENT OF AND CONSENT TO ASSIGNMENT**

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Chaves County, New Mexico (Obligor) as party to a Government Obligation Contract dated as of September 1, 2024 between Obligor and United States Capital Corporation (Obligee), hereby acknowledges receipt of a Notice of Assignment dated September 1, 2024 whereby Obligee gave notice of its assignment to KS StateBank of its right to receive all Contract Payments due from Obligor under the Contract and hereby consents to that Assignment. Pursuant to the Notice of Assignment from Obligee, Obligor agrees to deliver all Contract Payments coming due under the Contract to:

KS StateBank  
P.O. Box 1608  
Manhattan, Kansas 66505

**Chaves County, New Mexico**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

# INSURANCE REQUIREMENTS

---

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

<b>Insured:</b>	<b>Certificate Holder:</b>
Chaves County, New Mexico	KS StateBank AOIA (and/or Its Assigns)
1 St. Mary's Place	1010 Westloop, P.O. Box 69
Roswell, New Mexico 88203	Manhattan, Kansas 66505-0069

**1. Equipment Description**

- ◆ Security System including Forty Two (42) Exterior Cameras, One (1) 160 Terabyte Server, Thirteen (13) Dome Cameras, Eleven (11) 12MP Fisheye Cameras, Four (4) 4MP Bullet Cameras and Fourteen (14) Multi-Sensor Cameras
- ◆ Please include all applicable VIN's, serial numbers, etc.

**2. Deductible**

- ◆ The deductible amounts on the insurance policy should not exceed \$50,000.00.

**3. Physical Damage**

- ◆ All risk coverage to guarantee proceeds of at least \$271,242.41.

**4. Loss Payee**

- ◆ KS StateBank AOIA (and/or Its Assigns) MUST be listed as loss payee.

**Please forward certificate as soon as possible to:** Email: [stevehofmann@uscapcorp.com](mailto:stevehofmann@uscapcorp.com)  
or  
Fax: (815) 455-4991

**Please complete the information below and return this form along with the Contract.**

---

**Chaves County, New Mexico**

Insurance Company: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Email: \_\_\_\_\_



\*3363214%ACHAUTHORIZATION%09.01.2024\*

**\*PREFERRED\***

\*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Oblgee to withdraw said payment amount on said date.

**DEBIT AUTHORIZATION**

I hereby authorize KS StateBank Government Finance Department to initiate debit entries for the Payment Amount (including, but not limited to, any late fees, rate changes, escrow modifications, etc.). I acknowledge that KS StateBank Government Finance Department may reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

<b>Contract Number</b> 3363214	<b>Payment Amount</b> \$5,369.65	<b>Frequency of Payments</b> Monthly
<b>Beginning</b> _____ Month      Year	<b>Day of Month</b> Debits will be made according to Exhibit B of the Contract	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

<b>Financial Institution Name</b>		<b>Branch</b>	
<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Routing Number</b>		<b>Account Number</b>	

**Type of Account**       Checking       Savings

If the account does not have sufficient funds, KS StateBank Government Finance Department may attempt, but shall have no obligation to continue to attempt to deduct the payment from the account. If the account has insufficient funds when KS StateBank Government Finance Department attempts to deduct a payment, KS StateBank Government Finance Department may terminate the automatic deduction of payments upon notice to borrower and me. Until such time as payment is made, borrower shall be responsible to make such payments, and all other payments that may be due to KS StateBank Government Finance Department regarding the above-referenced loan.

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

<b>Obligor Name on Contract</b> Chaves County, New Mexico	
<b>Signature</b>	<b>Printed Name and Title</b>
<b>Tax ID Number</b> 85-6000206	<b>Date</b>

**PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!**

**USA Patriot Act**

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

# INVOICE

DATE SENT: 08-26-2024

**BILL TO:**

CHAVES COUNTY, NEW MEXICO  
ATTN: ACCOUNTS PAYABLE  
1 ST. MARY'S PLACE  
ROSWELL, NEW MEXICO 88203

**REMIT TO:**

KS STATEBANK  
GOVERNMENT FINANCE DEPARTMENT  
PO BOX 1608  
MANHATTAN, KS 66505  
FOR INQUIRIES: (815) 477-1600

**NOTE: The address listed above is for payments only**

ACCOUNT NUMBER	INVOICE NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3363214	63214-10-2024	10-01-2024	10-01-2024	\$5,369.65

DESCRIPTION	AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF SEPTEMBER 1, 2024	PAYMENT AMOUNT: \$5,369.65
SECURITY SYSTEM INCLUDING FORTY TWO (42) EXTERIOR CAMERAS, ONE (1) 160 TERABYTE SERVER, THIRTEEN (13) DOME CAMERAS, ELEVEN (11) 12MP FISHEYE CAMERAS, FOUR (4) 4MP BULLET CAMERAS AND FOURTEEN (14) MULTI-SENSOR CAMERAS	
<i>Additional interest will be assessed on any payment received after the due date.</i>	
	\$5,369.65
	<b>TOTAL DUE</b>

# INVOICE

DATE SENT: 08-26-2024

**BILL TO:**

CHAVES COUNTY, NEW MEXICO  
ATTN: ACCOUNTS PAYABLE  
1 ST. MARY'S PLACE  
ROSWELL, NEW MEXICO 88203

**REMIT TO:**

KS STATEBANK  
GOVERNMENT FINANCE DEPARTMENT  
PO BOX 1608  
MANHATTAN, KS 66505  
FOR INQUIRIES: (815) 477-1600

**NOTE: The address listed above is for payments only**

ACCOUNT NUMBER	INVOICE NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3363214	63214-11-2024	11-01-2024	11-01-2024	\$5,369.65

DESCRIPTION	AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF SEPTEMBER 1, 2024	PAYMENT AMOUNT: \$5,369.65
SECURITY SYSTEM INCLUDING FORTY TWO (42) EXTERIOR CAMERAS, ONE (1) 160 TERABYTE SERVER, THIRTEEN (13) DOME CAMERAS, ELEVEN (11) 12MP FISHEYE CAMERAS, FOUR (4) 4MP BULLET CAMERAS AND FOURTEEN (14) MULTI-SENSOR CAMERAS	
<i>Additional interest will be assessed on any payment received after the due date.</i>	
	\$5,369.65
	<b>TOTAL DUE</b>

## 8038 REVIEW FORM

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The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

**Important Note:**

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)  
► See separate instructions.

Department of the Treasury  
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.  
► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name <b>Chaves County, New Mexico</b>		2 Issuer's employer identification number (EIN) <b>85-6000206</b>
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) <b>1 St. Mary's Place</b>	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code <b>Roswell, New Mexico 88203</b>		7 Date of issue <b>09/01/2024</b>
8 Name of issue <b>Government Obligation Contract</b>		9 CUSIP number <b>None</b>
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information <b>Ms. Analicia Nieto, Purchasing Director</b>		10b Telephone number of officer or other employee shown on 10a <b>(575) 624-6600</b>

<b>Part II Type of Issue (enter the issue price).</b> See the instructions and attach schedule.		
11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ► <u>Security System including Forty Two (42) Exterior Cameras, One (1) 160 Terabyte Server, Thirteen (13) Dome Cameras, Eleven (11) 12MP Fisheye Cameras, Four (4) 4MP Bullet Cameras and Fourteen (14) Dome Cameras</u>	18	<b>275,687 94</b>
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		
If obligations are BANs, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>		

<b>Part III Description of Bonds.</b> Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 <b>09/01/2029</b>	<b>\$ 275,687.94</b>	<b>\$ 271,242.41</b>	<b>2.687</b> years	<b>7.093</b> %

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>				
22 Proceeds used for accrued interest	22			
23 Issue price of entire issue (enter amount from line 21, column (b))	23	<b>275,687</b>	<b>94</b>	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	<b>4,445</b>	<b>53</b>	
25 Proceeds used for credit enhancement	25			
26 Proceeds allocated to reasonably required reserve or replacement fund	26			
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V.	27			
28 Proceeds used to refund prior taxable bonds. Complete Part V.	28			
29 Total (add lines 24 through 28)	29	<b>4,445</b>	<b>53</b>	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	<b>271,242</b>	<b>41</b>	

<b>Part V Description of Refunded Bonds.</b> Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

**Part VI Miscellaneous**

<b>35</b> Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>		
<b>36a</b> Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .	<b>36a</b>		
<b>b</b> Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____			
<b>c</b> Enter the name of the GIC provider ▶ _____			
<b>37</b> Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>		
<b>38a</b> If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:			
<b>b</b> Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____			
<b>c</b> Enter the EIN of the issuer of the master pool bond ▶ _____			
<b>d</b> Enter the name of the issuer of the master pool bond ▶ _____			
<b>39</b> If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶ <input checked="" type="checkbox"/>			
<b>40</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶ <input type="checkbox"/>			
<b>41a</b> If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:			
<b>b</b> Name of hedge provider ▶ _____			
<b>c</b> Type of hedge ▶ _____			
<b>d</b> Term of hedge ▶ _____			
<b>42</b> If the issuer has superintegrated the hedge, check box . . . . . ▶ <input type="checkbox"/>			
<b>43</b> If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶ <input type="checkbox"/>			
<b>44</b> If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ <input type="checkbox"/>			
<b>45a</b> If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement. . . . . ▶ _____			
<b>b</b> Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____			

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	▶ _____ ▶	▶ _____ ▶			
	Signature of issuer's authorized representative	Date	Type or print name and title		
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	<b>H. Evan Howe</b>		<b>08/26/2024</b>		<b>P01438994</b>
	Firm's Name ▶	Firm's EIN ▶			
	<b>Baystone Financial LLC</b>	<b>48-1223987</b>			
Firm's Address ▶	Phone no.				
	<b>10601 Mission Road, Suite 200, Leawood, KS 66206</b>	<b>(800) 752-3562</b>			



AGENDA ITEM: 5

**Ratification of Agreement A-24-053 between  
Chaves County and The New Mexico  
Transportation- Traffic Safety Division**

MEETING DATE: 9/19/2024

**STAFF SUMMARY REPORT**

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**Action Requested by:** Elly T Hollon, DWI Coordinator

**Action Requested:** Ratification of Agreement A-24-053 between Chaves County and the New Mexico Transportation- Traffic Safety Division.

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**Item Summary:**

The Chaves County LDWI Program would like the ratification approval for the FY25 Agreement between Chaves County and NMDOT.

The amount awarded for FY25 is \$ 12,299.00

This amount will partially pay for one of the DWI Court Compliance Officers.

The term of this agreement will be from October 5, 2024- June 30, 2025.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Agreement A-24-053

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Summary by: Elly T Hollon

Title: DWI Coordinator



MEMORANDUM

Date: August 19, 2024
To: Ricky Serna, Cabinet Secretary
Through: Denise Peralta, Executive Director; Amber Sanchez, TSD Staff Manager
From: Avalon Gabaldon, Program Manager, TSD
Subject: Justification for Community DWI Program (CDWI) Project Agreement between the New Mexico Department of Transportation Traffic Safety Division and Chaves County.

The agreement provides State Community DWI (CDWI) Funds to Chaves County as shown below.

Table with 3 columns: AGENCY, CDWI PN, FY 25 CDWI \$. Row 1: Chaves County, 05-CD-05-018, \$12,299.00

Funding for the FY25 CDWI project comes from the \$75.00 fee previously imposed on convicted drunk drivers, as allowed by NMSA 1978, Section 31-12-7(B), and NMAC 18.20.6. TSD distributes CDWI funds in proportion to the fees collected in FY24 by the courts and law enforcement.

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

The term of all these agreements is from date of execution to June 30, 2025.

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Chandelle Sisneros
Commissioner
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner, Vice Chairman
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

CONTRACT NUMBER: TS05259

VENDOR NUMBER: 0000054378

A-24-053

### GRANT AGREEMENT

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

1. **Award.** The Department hereby awards the Grantee funding for the following Project: Community Driving While Impaired (CDWI), Project No. 05-CD-05-018, \$12,299.00 (Project).
2. **Scope of Work.** The Grantee shall perform the professional services stated in Exhibit A.
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely and properly prepared reimbursement requests as provided in the Department's CDWI Manual. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to execution of the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than thirty (30) calendar days after termination of this Agreement, unless otherwise approved by the Department.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered, and payment received, and shall maintain these financial records during the Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the Agreement and for three (3) years after termination. If the financial records provided by the Grantee are insufficient to support an audit by State of New Mexico model accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) calendar days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the Project, or were used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) calendar days of written notice.
5. **Officials Not to Benefit.** The Parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee, or tribal council member, in that person's individual capacity, will benefit from this Agreement.
6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) calendar days written notice. On receipt of a notice of termination, the Grantee shall suspend work unless otherwise directed in writing by the Department. The Grantee

may only terminate this Agreement based on the Department's uncured, material breach of the Agreement, and by giving the Department thirty (30) calendar days written notice. The Parties acknowledge that termination will not nullify obligations incurred prior to termination, including any obligations intended to survive termination of the Agreement, including but not limited to Section 4 and Section 11.

**7. Appropriations.** The Grantee acknowledges that:

- a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
- b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
- c. the Department will not expend any funds until approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

**8. Compliance with Law.** The Grantee, its employees, agents, and contractors, shall comply with the following:

- a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21.
- b. All applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity, including the Human Rights Act, Sections 28-1-1 through 28-1-15, NMSA 1978. In accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement.
- c. State laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, Sections 52-1-1 through 52-1-70, NMSA 1978, and related rules.

If the Grantee is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation. Failure to do so subjects Grantee to Section 6 above.

**9. Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered, or certified mail and postage prepaid, fax, or e-mail; and be addressed as follows:

to the Department at:  
New Mexico Dept. of Transportation  
Attn: Traffic Safety Division  
TSD Program Manager: Avalon Gabaldon  
P.O. Box 1149

to the Grantee at:  
Chaves County  
Attn: Elly Hollon  
#1 St Mary's Place  
Roswell, NM 88203

Santa Fe, NM 87504  
505-660-8103  
[avalon.gabaldon@dot.nm.gov](mailto:avalon.gabaldon@dot.nm.gov)

10. **Severability.** The terms of this Agreement are lawful. Performance of all duties and obligations shall conform with and not contravene any state, local, or federal statute, regulation, rule, or ordinance. The Parties intend that if any provision of this Agreement is held unenforceable, the rest of the Agreement will remain in effect as written.
11. **Liability.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq.*, NMSA 1978, as amended, and any other applicable law. This section is intended only to define the liabilities between the Parties and is not intended to modify in any way the Parties' liabilities as governed by law.
12. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2, Exhibit A, and that the Department is not responsible for any services except as expressly stated in this Agreement.
13. **Term.** This Agreement takes effect as of the date of the last party to sign on the signature page below. The Agreement terminates at 11:59 p.m. on June 30, 2025, unless terminated as provided in Section 6, Section 7, or as modified by amendment as set forth in Section 16.
14. **Applicable Law.** The laws of the State of New Mexico govern this Agreement.
15. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the State of New Mexico for any court proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the County of Santa Fe, New Mexico.
16. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.
17. **Scope of Agreement and Merger.** This Agreement incorporates all the agreements, covenants, and understanding between the Parties concerning the subject matter of this Agreement. No prior agreements or understandings, verbal or otherwise, of the Parties or their agents will be valid unless included in this Agreement.
18. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the Parties.

**The remainder of this page is left intentionally blank.**

Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is executed as of the date of the last party to sign it on their signature line below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:  \_\_\_\_\_ Date: 09/05/24  
6010E8A8265842F  
Cabinet Secretary or Designee

CHAVES COUNTY

By:  \_\_\_\_\_ Date: 09/03/24  
2D491A50ABB0417...  
Title: Jeff Bilberry

Approved as to form and legal sufficiency.

By:  \_\_\_\_\_ Date: 08/28/24  
0750EEC1625D488...  
Assistant General Counsel  
New Mexico Department of Transportation

Approved as to form and legal sufficiency.

By:  \_\_\_\_\_ Date: 09/03/24  
2D491A50ABB0417...  
Counsel for Chaves County

**Exhibit A**

**SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING**

**COMMUNITY DRIVING WHILE IMPAIRED PROGRAMS (CDWI) PROJECT NO. 05-CD-05-018**

1. **Scope of Work.** The Grantee shall conduct the following activities as required below:
  - a. Utilize funding to pay partial salary of Court Compliance Officers to track and monitor court ordered DWI Offenders while on probation.
2. **Definitions.** For purposes of this exhibit, the following definitions apply:
  - a. **“Program Manager”** means the staff person at the Department assigned to monitor, coordinate, and oversee program areas and project activities.
  - b. **“Agency Coordinator”** means the person assigned by the Grantee to assume direct responsibility for administering all phases of the project agreement.
3. **Training and qualifications.** The Agency Coordinator must attend Department training as required by the Department. The Grantee shall notify the Department in writing of any changes in the Agency Coordinator designation. The Grantee’s officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this Exhibit A.
4. **Reimbursement.** In accordance with Section 3 of the Agreement, the Grantee is eligible for reimbursement for the actual cost of activities, including items, listed in Section 1. Scope of Work and budgeted as commodities in Section 6. Funding. The Grantee should submit claims for reimbursement on a quarterly basis or as directed by the Department. The Department will pay the Grantee for the following:
  - a. the actual costs of items listed in Section 1. Scope of Work; and
  - b. conference and training fees, per diem, and other related costs required under the grant and approved by the Department in advance.
5. **Reporting.** The Grantee must submit quarterly activity reports by October 31, 2024, January 31, 2025, April 30, 2025, and July 31, 2025. Quarterly activity reports should summarize the Grantee’s goals and accomplishments for the fiscal year funded under this Agreement. Further, each report should detail how the Grantee’s activities contributed to meeting the Department’s highway safety targets, missions, and goals. If the funding is utilized for enforcement, the Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department within 10 days of the issuance of the citation or citations. If the Grantee is responsible for submission of timely crash reports, submission to the Department shall be according to Section 66-7-207, NMSA 1978.
6. **Funding.** Funding for the FY25 CDWI Project comes from the \$75.00 fee previously imposed on convicted drunk drivers, as allowed by NMSA 1978, Section 31-12-7(B), and NMAC 18.20.6. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The Project’s itemized budget is as follows:

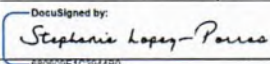
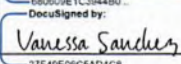
Personal Services	\$ 12,299.00
Contractual Services	\$ 0.00
Commodities	\$ 0.00
Indirect	\$ 0.00

Other	\$ 0.00
<b>TOTAL</b>	<b>\$ 12,299.00</b>

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



## New Mexico Traffic Safety Division Project Information Sheet

Contract Number:	TS05259				
Vendor:	Chaves County				
Contract term:	(9/05/2024 – 06/30/2025)				
Vendor Number:	0000054378	RFP? Y/N	N		
<b>Grantee Contact Info</b>					
Project Director and Title:		Elly Hollon			
Phone:	505-624-6596	E-mail:	elly.hollon@chavescounty.gov		
Agency Name:	Chaves County				
Address:	#1 St Mary's Place				
City, State ZIP:	Roswell, NM 88203				
<b>TSD Contact Info</b>					
Program Manager:	Avalon Gabaldon	Phone:	505-660-8103		
TSD Finance:	Stephanie Lopez-Porras	Phone:	505-570-7305		
<b>Budget Breakdown</b>					
Funding	Project Number	Amount	Fund	Department Code	PO Number
CDWI	05-CD-05-018	\$12,299.00	20800	5501	405900
		GRT			
		GRT			
		GRT			
<b>Total</b>		\$12,299.00			
PO Entered by TSD Finance:		<small>DocuSigned by:</small> 		Date:	09/09/24
PO Approved by Contracts:		<small>DocuSigned by:</small> 		Date:	09/09/24
Comments:					

Certificate Of Completion

Envelope Id: 5AABA1EE2FAE4FA4ADC35D30019307AB
Subject: Complete with DocuSign: SFY25 Chaves County CDWI Agreement Boilerplate.pdf
Source Envelope:
Document Pages: 8
Certificate Pages: 6
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed
Envelope Originator:
Avalon Gabaldon
1120 Cerrillos Rd.
Santa Fe, NM 87505
Avalon.Gabaldon@dot.nm.gov
IP Address: 164.64.74.20

Record Tracking

Status: Original
8/19/2024 12:12:52 PM
Holder: Avalon Gabaldon
Avalon.Gabaldon@dot.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Department of Transportation
Location: DocuSign

Signer Events

Amber Montoya
Amber.Montoya1@dot.nm.gov
Staff Manager
NMDOT
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Amber Montoya
96053378AB0A49E...
Signature Adoption: Pre-selected Style
Using IP Address: 164.64.74.20

Timestamp

Sent: 8/19/2024 12:19:22 PM
Viewed: 8/20/2024 9:35:14 AM
Signed: 8/20/2024 9:35:51 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Denise Peralta
Denise.Peralta@dot.nm.gov
Director
NMDOT
Security Level: Email, Account Authentication (None)

DocuSigned by:
Denise Peralta
8E06F1781CB749D...
Signature Adoption: Uploaded Signature Image
Using IP Address: 164.64.74.20

Sent: 8/20/2024 9:35:53 AM
Viewed: 8/20/2024 9:52:24 AM
Signed: 8/20/2024 9:52:37 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

John P Newell
JohnP.Newell@dot.nm.gov
Assistant General Counsel
NMDOT
Security Level: Email, Account Authentication (None)

DocuSigned by:
John P Newell
C750CEC1625D488...
Signature Adoption: Uploaded Signature Image
Using IP Address: 164.64.74.20

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Signed: 8/28/2024 10:46:29 AM

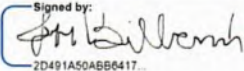
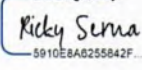
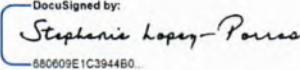
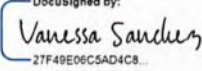
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jeff Bilberry
jeff.bilberry@chavescounty.gov
Jeff Bilberry
Security Level: Email, Account Authentication (None)

Signed by:
Jeff Bilberry
2D491A50ABB6417...
Signature Adoption: Drawn on Device
Using IP Address: 174.240.22.25
Signed using mobile

Sent: 9/3/2024 10:41:54 AM
Viewed: 9/3/2024 10:43:26 AM
Signed: 9/3/2024 10:44:23 AM

Electronic Record and Signature Disclosure:
Accepted: 9/3/2024 10:43:26 AM
ID: 55813c61-084c-4ff8-af34-4a16e9c24be5

Signer Events	Signature	Timestamp
<p>Jeff Bilberry jeff.bilberry@chavescounty.gov Jeff Bilberry Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 9/3/2024 10:47:09 AM ID: 6af08d98-9e6b-453e-b5e2-dd9515c25fe3</p>	<p>Signed by:  2D491A50ABB6417...</p> <p>Signature Adoption: Drawn on Device Using IP Address: 174.240.22.25 Signed using mobile</p>	<p>Sent: 9/3/2024 10:44:25 AM Viewed: 9/3/2024 10:47:09 AM Signed: 9/3/2024 10:47:50 AM</p>
<p>Ricky Serna Ricky.Serna@dot.nm.gov Cabinet Secretary NMDOT Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p>DocuSigned by:  5910E8A6258842F...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 173.219.93.62</p>	<p>Sent: 9/3/2024 10:47:51 AM Viewed: 9/5/2024 2:44:40 PM Signed: 9/5/2024 2:44:50 PM</p>
<p>Vanessa Sanchez Vanessa.Sanchez@dot.nm.gov Staff Manager NMDOT Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><b>Completed</b></p> <p>Using IP Address: 164.64.74.20</p>	<p>Sent: 9/5/2024 2:44:53 PM Viewed: 9/9/2024 10:33:07 AM Signed: 9/9/2024 10:35:58 AM</p>
<p>Stephanie Lopez-Porras Stephanie.Lopez-Por3@dot.nm.gov Administrative Assistance NMDOT Security Level: Email, Account Authentication (None), Login with SSO</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p>DocuSigned by:  680609E1C3944B0...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 164.64.74.20</p>	<p>Sent: 9/9/2024 10:36:01 AM Viewed: 9/9/2024 10:42:39 AM Signed: 9/9/2024 1:50:32 PM</p>
<p>Vanessa Sanchez Vanessa.Sanchez@dot.nm.gov Staff Manager NMDOT Security Level: Email, Account Authentication (None), Login with SSO</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p>DocuSigned by:  27F49E06C5AD4C8...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 164.64.74.20</p>	<p>Sent: 9/9/2024 1:50:35 PM Viewed: 9/9/2024 2:25:09 PM Signed: 9/9/2024 2:27:10 PM</p>

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>

Carbon Copy Events	Status	Timestamp
Stan Riggs stan.riggs@chavescounty.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 8/28/2024 10:56:10 AM ID: 578036c9-59c9-4710-8da0-65fc79bf9055	COPIED	Sent: 9/3/2024 10:41:55 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/19/2024 12:19:22 PM
Certified Delivered	Security Checked	9/9/2024 2:25:09 PM
Signing Complete	Security Checked	9/9/2024 2:27:10 PM
Completed	Security Checked	9/9/2024 2:27:10 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, New Mexico Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact New Mexico Department of Transportation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [Daniel.Garcia@doit.nm.gov](mailto:Daniel.Garcia@doit.nm.gov)

**To advise New Mexico Department of Transportation of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [Daniel.Garcia@doit.nm.gov](mailto:Daniel.Garcia@doit.nm.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from New Mexico Department of Transportation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [Daniel.Garcia@doit.nm.gov](mailto:Daniel.Garcia@doit.nm.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with New Mexico Department of Transportation**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [Daniel.Garcia@doit.nm.gov](mailto:Daniel.Garcia@doit.nm.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify New Mexico Department of Transportation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by New Mexico Department of Transportation during the course of your relationship with New Mexico Department of Transportation.

Item # 6

Request to approve agreement A-24-054  
with Facility Build of Albuquerque, NM  
for the St, Mary's Complex Co-Op  
Renovation

Meeting Date: 09/19/2024

## STAFF SUMMARY

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**REQUESTED BY:** Analicia Nieto, CPO  
Purchasing Director

**ACTION REQUIRED:** Approve Agreement A-24-054

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**SUMMARY:** Chaves County solicited a bid from Facility Build of Albuquerque, NM to both design and construct the renovations for the St. Mary's Complex Cooperative Extension Building. (formally Eye Associates office) The bid received is for \$756,400.53 including GRT.

Facility Build is an approved vendor through CES Contract# 2023-05-R1248-ALL.

This is partially funded by State Appropriation #24-I2871 and the remainder from Capital Outlay.

Staff and legal have reviewed the proposal. Staff recommends approval.

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**SUPPORT DOCUMENTS:** Facility Build Proposal/Agreement

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# BUDGET PROPOSAL

Date: 9/10/2024

RFE: 24-071

CES- Chaves County  
Alex Palomino  
1st Mary's Place

Cost Proposal Project Name: **R1 Chaves County- St. Mary's Complex Co-Op Renovation**

Procurement Contract: **CES 2023-05-R1248-ALL**

Email address: [Alex.palomino@chavescounty.gov](mailto:Alex.palomino@chavescounty.gov)

Telephone # **575-624-6600**

Physical Job Address: **1st Mary's Place, Roswell, NM 88203**

**Scope of Work:**

This is a **BUDGET PROPOSAL** only, once 100% construction documents are produced, FacilityBUILD can provide a Guaranteed Maximum Price. As per plans by FacilityBUILD sheets G1.0, G1.1, A1.0, D1.0, A1.1, A1.2, A1.3, & A2.1 dated 07/29/2024: Provide labor, equipment, and materials to demolish walls, doors, door frames, countertops, cabinets, restroom fixtures and openings, excavate, form, place base course, install reinforcement, and pour a concrete pad for the courtyard, install an ornamental iron fence, frame new walls, insulate, install drywall, tape, bed, texture, and paint the new walls, new ceiling grid with ceiling tile, install new flooring, new casework, install new HM frames and solid birch doors with hardware, install new storefront windows, install new RR grab bars and toilet accessories, new fire extinguishers, plumbing, mechanical, and electrical.

**Includes:**

As needed: prevailing wages; performance and payment bonds; insurance; permits, architectural, structural engineering and applicable fees - Unless specifically excluded in the scope of work:

**Clarifications:** The following is excluded from this proposal: Kitchen appliances, Training room chairs, monitors, office furniture, hazardous materials removal or abatement, moving of furniture, disconnecting/reconnecting of computers, printers, copiers, restroom accessories in rooms 108 & 109, repairs or upgrades to the existing waste and vent systems to be reused for this project, repairs or upgrades to the existing hot and cold domestic water systems to be reused for this project, excludes any fire suppression hook up or make-up air, pulling wire for data/low voltage or terminations, HVAC controls, fire alarm devices/fire suppression, and access controls.

**Material Costs Escalation Advisory & Provision:** Due to the volatile changes in materials pricing and supply chain availability, prices reflected in this proposal cannot be guaranteed at time of receipt of signed proposal. Once signed PO is received, your FacilityBUILD Representative will be in communication with suppliers and subcontractors to notify you promptly of any price changes.

**Excludes:**

Repair or replacement of existing architectural, structural, electrical, fire systems, life safety, code violations, hidden conditions or additional material testing, site improvements; Irrigation or landscape work or any design construction work not specifically described in the scope of work or construction documents :Material Testing, Hazardous Materials Assessment, Abatement, Disposal, Fire Alarm and Fire Protection

NM GRT @	Roswell	7.8958%	Subtotal	\$701,047.24
				\$55,353.29

**TOTAL \$756,400.53**

FacilityBUILD's Authorized Signature:

Luis Campos

Lcampos@facilitybuild.com

date **9/10/2024**

Acceptance: The above scope of work and cost proposal are per the CQA on Call Agreement under a competitive pricing bid above \$4 million. You are authorized to do the work as specified. Costs are valid for 30 days.

**Project Name:** R1 Chaves County- St. Mary's Complex Co-Op Renovation

**Client Authorized Signature:** \_\_\_\_\_

date \_\_\_\_\_

This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.

**FacilityBUILD, Inc.**

NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04

5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616

[www.facilitybuild.com](http://www.facilitybuild.com)

<b>Div: 1</b>	<b>General Requirements:</b> Construction Design and Engineering (if applicable), Building Construction Permits, General Liability and Builders Risk Insurance, Project Management and Coordination, Weekly Construction Progress Documents, Construction Administration, Submittals, Product Approval Process, Quality Assurance and Quality Control inspections, Temporary Facilities and Utilities, Waste Management, Regulatory Control, Safety Plan, Closeouts and Training	<b>\$103,176.63</b>
<b>Div: 2</b>	<b>Site Work/Demolition:</b> Provide labor and equipment to demolish and remove walls, flooring, doors, door frames, countertops, cabinets, openings, fabricate and install 6' high ornamental iron fence 2" Sq 14 gauge posts in concrete, 1-1/2" Sq 14 gauge rails, 3/4" Sq 16 gauge pickets spaced at 5" on center with pressed points, fabricate and Install (2) single swing pedestrian gates to match the fence including closers, expanded metal mesh, panic bars, and keyed exterior.	<b>\$123,362.40</b>
<b>Div: 3</b>	<b>Concrete:</b> Provide labor, equipment, and materials to excavate, form, place base course, install reinforcement, and pour a concrete pad for the courtyard	<b>\$12,971.60</b>
<b>Div: 4</b>	<b>Masonry:</b> NA	<b>\$0.00</b>
<b>Div: 5</b>	<b>Metals:</b> NA	<b>\$0.00</b>
<b>Div: 6</b>	<b>Wood &amp; Plastics:</b> Provide labor and materials to install wood backing as needed in the new walls, install AWC custom grade laminate cabinetry and solid surface countertop.	<b>\$10,141.66</b>
<b>Div: 7</b>	<b>Thermal/Moisture:</b> Provide labor and materials to install sound batt insulation, apply sealants at the HM frames and joints where applicable.	<b>\$3,433.60</b>
<b>Div: 8</b>	<b>Doors &amp; Windows:</b> Provide labor and materials to install (10) HM frames, install (10) solid core rotary birch doors, install Schlage locksets and von Duprin exit devices, install dark bronze storefronts with clear insulated low-E tempered glass (window type B) & 1/4" one-way mirror tempered glass (window type A), and install 1/4" clear tempered glass in the wood doors.	<b>\$57,701.67</b>
<b>Div: 9</b>	<b>Finishes:</b> Provide labor and materials to frame new walls, insulate, install drywall, tape, bed, texture, install new ceiling grid, install a mid grade selection of ceiling tile, minor skim coat of concrete, install new mid grade carpet tile, install new VCT, and install new floor transitions, patch and apply stucco on the exterior to match as close as possible	<b>\$138,340.00</b>
<b>Div: 10</b>	<b>Specialties:</b> Provide labor and materials to install (2) 18" grab bars, (2) 36" grab bars, (2) 42" grab bars, (2) toilet paper dispensers, (2) sanitary napkin disposals, (2) 24" x 36" framed mirrors, (2) soap dispensers, (2) paper towel dispensers- All restroom accessories are for room 104 & 122 (only), install (3) semi-recessed steel cabinets with 10Lb dry chemical fire extinguishers, install (1) Type K wet chemical fire extinguisher with wall mount bracket, and install project lockers with a 4" wood base.	<b>\$16,784.00</b>
<b>Div: 11</b>	<b>Equipment:</b> NA	<b>\$0.00</b>
<b>Div: 12</b>	<b>Furnishings:</b> N/A	<b>\$0.00</b>
<b>Div: 14</b>	<b>Special Construction:</b> N/A	<b>\$0.00</b>
<b>Div: 15-3</b>	<b>Plumbing:</b> Provide labor and materials to demolish and remove the plumbing fixtures, all waste lines will be capped in the wall, toilet will be capped below the top of the slab, water lines will be capped in the wall, new waste rough-in for new hi-low drinking fountain with single bottle filler, new waste rough-in for new hand sink, utility sink, and 2-compartment sink, waste and vent lines will be PVC; water lines will be Pex, install a new grease interceptor for the 2 compartment sink.	<b>\$89,821.44</b>
<b>Div: 15-4</b>	<b>Fire Protection Systems:</b>	<b>\$0.00</b>
<b>Div: 15-5</b>	<b>Mechanical:</b> Provide labor and material to remove diffusers and returns, install new diffusers and returns in the new ceiling grid	<b>\$30,878.16</b>
<b>Div: 16</b>	<b>Electrical:</b> Provide labor, equipment, and materials to demo and remove the lighting per new wall layouts, remove power from walls to be demoed, utilize existing circuits to reuse during demo for new work, install a (4) new 1" EMT conduit stubs above the ceiling space for tele/data (conduit only), Install new LED lights where applicable for new work, install /rework existing light switches to accommodate new entry ways, hook up power to owner furnished kitchen equipment, (2) refrigerators, (1) microwave, (2) convenience outlets, (1) garbage disposal, and (1) electric range.	<b>\$114,436.08</b>
<b>Div: 16-6</b>	<b>Fire Alarm/Data:</b>	<b>\$0.00</b>
Subtotal		<b>\$701,047.24</b>
NM GRT @ 7.8958%		<b>\$55,353.29</b>
<b>TOTAL</b>		<b>\$756,400.53</b>

AGENDA ITEM: 7

**R-24-042 Ratification Approval of DWI  
Special Application for FY 25**

MEETING DATE: 9/19/2024

**STAFF SUMMARY REPORT**

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**Action Requested by:** Elly T Hollon, DWI Coordinator

**Action Requested:** Approval of DWI Special Application for FY25

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**Item Summary:**

Chaves County DWI Program would like approval to submit FY25 Local Grant DWI special application.

This application will be requesting an additional \$47,000.00 for the Community Wellness & Outreach component for prevention programs.

The application will fund the project year October 1, 2024, through June 30, 2025.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Resolution R-24-042  
Application Narrative

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Summary by: Elly T Hollon

Title: DWI Coordinator

**Department of Finance and Administration  
Local Government Division - DWI Grant Program  
FY25 Special Application**

County / Municipality: Chaves

Program Coordinator: Elly T Hollon

	<u>Current FY25 Grant Budget</u>	<u>Special Application Request</u>	<u>Total Amended Grant Request</u>
Community Wellness & Outreach		47,000.00	47,000.00
Treatment	80,000.00	0.00	80,000.00
Alternative Sentencing	5,000.00	0.00	5,000.00
Program Administration		0.00	0.00
Total	<b>85,000.00</b>	<b>47,000.00</b>	<b>132,000.00</b>

The resolution adopted in the FY25 LDWI application by the governing body authorizes the applicant to file this application for assistance from the State of New Mexico.

To the best of my knowledge, the information presented in this application is true and correct.

*Jeff Bilberry*  
Signature of County/City Manager

8-29-2024  
Date

Jeff Bilberry / Commission Chair  
Printed Name/Title

<b>For DFA Use Only</b>	
Is the county eligible?	Are the expenses appropriate and allowable, per guidelines?
Application rating:	Recommended Funding : \$ _____
Comments:	
	Reviewed By: _____

**1. Describe the circumstances that led to any FY24 DWI Grant funds not being spent. (If all Grant funds were expended, skip to question 2.)**

Chaves County expended 100% of the awarded DY24 DWI Grant funds.

**2. Describe the circumstances that led to any budgeted FY24 Distribution funds not being spent.(If all budgeted Distribution funds were expended, skip to question 3.)**

Chaves County expended 100% of the awarded DY24 DWI Distribution funds.

**3. Identify the gaps or needs in programs/services you intend to fill with the special application funding request. Detail how these funds will be used to meet the gaps and needs identified. (*Special Application Funding recommendations will prioritize treatment.*)**

(see attachment)

According to the United States Census Bureau, the population of Chaves County is 65,157 with a median household income of \$49,673.00 making it at 21.8% poverty rate compared to the 17.6% for the State. The statistics and data provided include Roswell, Dexter, Hagerman, and Lake Arthur.

The most recent available data (YRRS 2021) shows that Chaves County high school youth are reporting much higher rates of alcohol and current drug use than the New Mexico average. Current alcohol use for Chaves County teens is 27.8% compared to the State which is 19.5%; Binge drinking is 12.4% compared to 7.6% for the State and drinking and driving 7.3% compared to the 4.6% for the rest of the State. The goal of the Chaves County DWI Prevention Program is to continue all efforts to save lives by coming together with school districts within Chaves County, Law Enforcement, First Responders and local businesses in making a positive difference through education. In the past, billboards and TV commercials have been a major part of reaching out to the rural communities and youth, as we continue to implement new ideas using every resource possible to combat the rising dangers of underage drinking and substance abuse, including Marijuana and Vaping.

For FY25, the Chaves County DWI Program will concentrate on empowering youth and boosting their confidence by teaching them realistic ways to say "no" to alcohol and other drugs with several approaches that are included in the schools prevention programs. According to SAMHSA "Talk, they hear you" campaign, as youth approach their teen years, they begin to experience many developmental, emotional and physical changes that aren't always easy. During this challenging time, some of them may choose to experiment with alcohol, and other drugs. To accomplish this goal and concern, the Chaves County DWI Program will:

1. Produce more DWI educational videos that are often victim impact statements of real-life tragedies related to alcohol abuse.
2. Sponsor guest speakers to educate Chaves County youth, parents and community on alcohol and substance abuse risks.
3. Partner with student TV Social Media Program to produce and air DWI related commercials for media outreach.
4. Sponsor a Leadership and Educational Development Program during the New Mexicois Legislative Session where youth can learn and study the current issues on alcohol laws, and its impact on our communities.
5. Produce impactful DWI prevention billboards close to schools and key points/routes throughout Chaves County.
6. Contract Geo Fencing services for a social media approach to all surrounding Chaves County communities.

"When we work in Prevention, we witness miracles every day" - Unknown



**Local DWI Special Application  
Budget Roll Up – Exhibit J**

County/Municipality Chaves

**Revenue Breakdown**

**LDWI Special Application Request** 47,000.00

**In-Kind Match:** 4,700.00

*Source of in-kind match*

**Program Generated Fees** 4,700.00

**County** \_\_\_\_\_

**City** \_\_\_\_\_

**Judicial/Courts** \_\_\_\_\_

**Other:** \_\_\_\_\_

**Other:** \_\_\_\_\_

**Total:** 4,700.00

\*Minimum 10% in-kind match required

**Expenditure Breakdown**

**LDWI Funds**

*Line Items*

Personnel Services 0.00  
 Employee Benefits 0.00  
 Travel (in-state) 0.00  
 Travel (out-of-state) 0.00  
 Supplies 47,000.00  
 Operating Costs 0.00  
 Contractual Services 0.00  
 Minor Equipment 0.00  
 Capital Purchases 0.00

**In-Kind Match**

*Line Items*

Personnel Services 4,700.00  
 Employee Benefits 0.00  
 Travel (in-state) 0.00  
 Travel (out-of-state) 0.00  
 Supplies 0.00  
 Operating Costs 0.00  
 Contractual Services 0.00  
 Minor Equipment 0.00  
 Capital Purchases 0.00

*Components*

Community Wellness & Outreach 47,000.00  
     Treatment 0.00  
 Alternative Sentencing 0.00  
 Program Administration 0.00

*Components*

Community Wellness & Outreach 0.00  
     Treatment 0.00  
 Alternative Sentencing 4,700.00  
 Program Administration 0.00

**Special Application Exhibit J1 – Community Wellness & Outreach**

**If funding is requested or you are reporting in-kind match for Community Wellness & Outreach you must complete the following:**

Provide cost justifications for the amount requested in Community Wellness & Outreach. Detail expenditures in each line item.

**LDWI Funds**

Line Item	Amount	Explanation/Justification
Personnel Services	_____	_____
Employee Benefits	_____	_____
Travel (In-State)	_____	_____
Travel (Out-of-State)	_____	_____
Supplies	<b>47,000.00</b>	To fund DWI related prevention activities such as TV commercials, billboards, Geo Fencing, educational videos and hosting of guest speakers.
Operating Costs	_____	_____
Contractual Services	_____	_____
Minor Equipment	_____	_____
Capital Purchases	_____	_____
Total:	<b>47,000.00</b>	

Provide cost justifications for the in-kind match in Community Wellness & Outreach. Detail expenditures in each line item.

**In-Kind Match**

Line Item	Amount	Explanation/Justification
Personnel Services	_____	_____
Employee Benefits	_____	_____
Travel (In-State)	_____	_____
Travel (Out-of-State)	_____	_____
Supplies	_____	_____
Operating Costs	_____	_____
Contractual Services	_____	_____
Minor Equipment	_____	_____
Capital Purchases	_____	_____
Total:	<b>0.00</b>	

**Special Application Grant Exhibit J2 – Treatment**

**If funding is requested or you are reporting in-kind match for Treatment, you must complete the following:**

Provide cost justifications for the amount requested in Treatment. Detail expenditures in each line item.

**LDWI Fund**

<b>Line Item</b>	<b>Amount</b>	<b>Explanation/Justification</b>
Personnel Services	_____	_____
Employee Benefits	_____	_____
Travel (In-State)	_____	_____
Travel (Out-of-State)	_____	_____
Supplies	_____	_____
Operating Costs	_____	_____
Contractual Services	_____	_____
Minor Equipment	_____	_____
Capital Purchases	_____	_____
<b>Total:</b>	<b>0.00</b>	

Provide cost justifications for the in-kind match in Treatment. Detail expenditures in each line item.

**In-Kind Match**

<b>Line Item</b>	<b>Amount</b>	<b>Explanation/Justification</b>
Personnel Services	_____	_____
Employee Benefits	_____	_____
Travel (In-State)	_____	_____
Travel (Out-of-State)	_____	_____
Supplies	_____	_____
Operating Costs	_____	_____
Contractual Services	_____	_____
Minor Equipment	_____	_____
Capital Purchases	_____	_____
<b>Total:</b>	<b>0.00</b>	

**Special Application Exhibit J3 – Alternative Sentencing**

If funding is requested or you are reporting in-kind match for Alternative Sentencing, you must complete the following:

Provide cost justifications for the amount requested in Alternative Sentencing.. Detail expenditures in each line item.

**LDWI Fund**

Line Item	Amount	Explanation/Justification
Personnel Services		
Employee Benefits		
Travel (In-State)		
Travel (Out-of-State)		
Supplies		
Operating Costs		
Contractual Services		
Minor Equipment		
Capital Purchases		
Total:	0.00	

Provide cost justifications for the in-kind match in Alternative Sentencing. Detail expenditures in each line item.

**In-Kind Match**

Line Item	Amount	Explanation/Justification
Personnel Services	4,700.00	Screening fees collected
Employee Benefits		
Travel (In-State)		
Travel (Out-of-State)		
Supplies		
Operating Costs		
Contractual Services		
Minor Equipment		
Capital Purchases		
Total:	4,700.00	

**Special Application Exhibit J4 – Program Administration**

**If funding is requested or you are reporting in-kind match for Program Administration, you must complete the following:**

Provide cost justifications for the amount requested in Program Administration. Detail expenditures in each line item.

**LDWI Fund**

<b>Line Item</b>	<b>Amount</b>	<b>Explanation/Justification</b>
<b>Personnel Services</b>	_____	_____
<b>Employee Benefits</b>	_____	_____
<b>Travel (In-State)</b>	_____	_____
<b>Travel (Out-of-State)</b>	_____	_____
<b>Supplies</b>	_____	_____
<b>Operating Costs</b>	_____	_____
<b>Contractual Services</b>	_____	_____
<b>Minor Equipment</b>	_____	_____
<b>Capital Purchases</b>	_____	_____
<b>Total:</b>	<b>0.00</b>	

Provide cost justifications for the in-kind match in Program Administration. Detail expenditures in each line item.

**In-Kind Match**

<b>Line Item</b>	<b>Amount</b>	<b>Explanation/Justification</b>
<b>Personnel Services</b>	_____	_____
<b>Employee Benefits</b>	_____	_____
<b>Travel (In-State)</b>	_____	_____
<b>Travel (Out-of-State)</b>	_____	_____
<b>Supplies</b>	_____	_____
<b>Operating Costs</b>	_____	_____
<b>Contractual Services</b>	_____	_____
<b>Minor Equipment</b>	_____	_____
<b>Capital Purchases</b>	_____	_____
<b>Total:</b>	<b>0.00</b>	

**AGENDA ITEM:** 8

Resolution R-24-043 Ordering the  
Chaves County Assessor to Impose  
the 2024 Certified Tax Rates

**MEETING DATE:** September 19, 2024

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**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Bill Williams, County Manager

**ACTION REQUESTED:** Approve Resolution

---

**ITEM SUMMARY:**

The County Commission receives a Certificate of Tax Rates from DFA each year in September. The Commission is required by statute to issue a written order imposing the tax at the rate set on the net taxable value of the property. A Resolution ordering the County Assessor to impose the rates must be approved each year. It is important to point out that these tax rates are set by the Secretary of DFA and not the County.

Rates are provided in Exhibit #1.

Staff recommends approval.

---

**SUPPORT DOCUMENTS:** Resolution R-24-043, Exhibit #1

---

**SUMMARY BY:** William B. Williams

**TITLE:** County Manager

**RESOLUTION R-24-043  
ORDERING THE CHAVES COUNTY ASSESSOR TO  
IMPOSE THE 2024 CERTIFIED TAX RATES**

WHEREAS, the Secretary of the Department of Finance and Administration (DFA) in accordance with the Property Tax Code (Article 35-38, Chapter 7, NMSA 1978) sets the 2024 property tax rates for the governmental units in Chaves County; and

WHEREAS, Section 7-38-34, NMSA 1978 requires the Board of Commissioners to issue a written order imposing the tax rate set by the Secretary of DFA; and

WHEREAS, the Secretary of DFA has provided the County with the Certificate of Tax Rates for 2024 attached hereto as Exhibit #1.

NOW THEREFORE BE IT RESOLVED BY THE Chaves County Board of Commissioners that 2024 property taxes imposed at the rate certified by the New Mexico Department of Finance and Administration are hereby ordered to be imposed by the Chaves County Assessor.

DONE THIS 19th day of September 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

EXHIBIT #1



Governor Michelle Lujan Grisham  
Cabinet Secretary Wayne Propst

407 Galisteo St,  
Santa Fe, NM 87501  
(505) 827-4985

Local Government Division  
Jeannette Gallegos, Acting Division Director

August 29, 2024

The Honorable Jeffrey Bilberry  
Chaves County  
PO Box 1597  
Roswell, NM 88202

Order Setting Property Tax Rates - 2024 Property Tax Year

Dear Commissioner Bilberry,

Pursuant to NMSA 1978, Sections 7-37-7(A) and 7-38-33(A), I issue this order setting the 2024 tax rates in the attached Certificate of Property Tax Rates (Certificate) for all governmental units imposing rates in your county.

NMSA 1978, Section 7-38-34 requires the Board of County Commissioners (Board) to issue and deliver to the County Assessor its own written order imposing these rates within five days of its receipt of this rate-setting order. **Before the Board issues its order, the county is responsible for ensuring that the rates are correct and must notify the Local Government Division of the Department of Finance and Administration of any errors, in accordance with 3.6.50.1 I (D) NMAC.** To further those efforts, please immediately share the Certificate with all governmental units (other than the State) that have rates included in the Certificate, so that they may also check the accuracy of their rates. In addition, please note that the "percentage change I" used as specified in NMSA 1978, Section 7-37-7.1 (A) for yield control calculations this year is 1.71%.

Any questions concerning or suspected errors in the rates should be immediately brought to the attention of the Local Government Division's Budget and Finance Bureau Chief, Cordelia Chavez, at 505-231-7246; or Special Projects Analyst, Catrina Chavez, at 505-479-1247.

Sincerely,

A handwritten signature in black ink that reads "Wayne Propst". The signature is written in a cursive style.

Wayne Propst

Secretary of Finance & Administration

cc: Property Tax Division, Taxation & Revenue Department (via email)  
County Assessor (via email)  
County Treasurer (via email)

Enclosure(s): Certificate of Property Tax Rates



AGENDA ITEM: 9

Resolution R-24-044 Support  
for the New Mexico Counties  
2025 Legislative Priorities

MEETING DATE: September 19, 2024

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**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** County Manager

**ACTION REQUESTED:** Approve Resolution

---

**ITEM SUMMARY:** Each year New Mexico Counties works with their Board of Directors to determine the Legislative Priorities for the year. This year's priorities are:

1. HB 2 Appropriations
  - a. Detention Reimbursement Fund for State Prisoners housing costs
  - b. Courthouse Funding
  - c. Detention Recruitment and Retention
  - d. Firefighter/EMS Recruitment Fund
  - e. Emergency Medical Services
  - f. 700 MHz Radios
2. Equitable Disclosure
3. IPRA Improvements
4. Resources to Support Border-Related Humanitarian and Crime Efforts

Resolution R-24-044 supports the 2025 priorities

Staff recommends approval

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**SUPPORT DOCUMENTS:** Resolution R-24-044, NMC Fact Sheet

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**SUMMARY BY:** Bill Williams

**TITLE:** County Manager

**RESOLUTION R-24-044**  
**SUPPORTING THE NEW MEXICO COUNTIES**  
**2025 LEGISLATIVE PRIORITIES**

**WHEREAS**, in August 2024, the New Mexico Counties Board of Directors approved four legislative priorities for consideration by the New Mexico Legislature at its 2025 session; and

**WHEREAS**, NMC has requested that the Board of County Commissioners in each of the state's 33 counties discuss and approve support for NMC's legislative priorities as an important step in assuring maximum understanding of NMC's legislative priorities at the county level; and

**WHEREAS**, county support enables NMC to demonstrate strong local and statewide support to the state legislature for the following issues:

**1. HB 2 Appropriations**

Detention Reimbursement Fund

Fully fund County Detention Facility Reimbursement Act Fund to reimburse counties for the actual cost of housing state inmates.

- According to the New Mexico Sentencing Commission, the five-year average cost to house New Mexico Corrections Department inmates is \$8.2 million.
- Current fund at \$5 million

Courthouse Funding

Authorize continued funding to AOC for construction and renovation of state district courthouses.

- Counties maintain that courthouses are a state responsibility and that the rising costs of construction, security, and IT necessitate a shared revenue stream.

Detention Recruitment and Retention

Authorize continued funding for the newly formed Corrections Workforce Capacity Building Fund administered by DFA.

- Adequate detention staff are essential to a safe, well-operated detention facility, which is directly correlated to community safety.

Firefighter/EMS Recruitment Fund

Authorize continued funding for the Fire & EMS Recruitment Fund administered by DFA for fire departments to staff, recruit, and retain career and volunteer firefighters and EMS personnel.

- Call volume has increased by as much as 50%.
- Response systems are overburdened.
- Average age of New Mexican volunteer is 65.

Emergency Medical Services

Ensure that SB 151 (2024 as amended by Senate Tax) authorizing a redirect of 10% of the Premium Tax from health insurance business to the EMS Fund is implemented as stated.

700 MHz Radios

Authorize continued funding for the monthly operational costs of 700 MHz radios to build out state interconnectivity infrastructure.

**2. Equitable Disclosure**

Treat residential and non-residential property transfers equitably to allow for accurate valuation of non-residential real property. Information would be used for statistical and analytical purposes only.

**3. IPRA Improvements**

Amend the Inspection of Public Records Act (IPRA) to exempt from disclosing specific information and prohibit certain requests used to compromise and obstruct critical local government services.

**4. Resources to Support Border-Related Humanitarian and Crime Efforts**

Appropriate \$5 million to counties for services provided to state and federal agencies to support border humanitarian and crime efforts. This funding will be used to combat drug and human trafficking networks; to coordinate with community services that provide food, transportation, shelter, and family location; and to coordinate with state and federal agencies on information sharing and coordination of state law enforcement activities.

**NOW, THEREFORE, BE IT RESOLVED** that the Chaves County Board of County Commissioners hereby supports New Mexico Counties’ legislative priorities as set forth above and urges that legislation incorporating these priorities be enacted by the state legislature during its 2025 session.

**ADOPTED** this 19<sup>th</sup> day of September 2024

**BOARD OF CHAVES COUNTY COMMISSIONERS**

\_\_\_\_\_  
Jeff Bilberry, Chairman

\_\_\_\_\_  
T. Calder Ezzell Jr, Vice-Chairman

\_\_\_\_\_  
Dara Dana, Member

\_\_\_\_\_  
Richard C. Taylor, Member

\_\_\_\_\_  
Michael Perry, Member

ATTEST:

\_\_\_\_\_  
Cindy Fuller  
County Clerk



# New Mexico Counties 2025 Legislative Priorities

## HB2 Appropriations

### Detention Reimbursement Fund

Fully fund the County Detention Facility Reimbursement Act Fund to reimburse counties for the actual cost of housing state inmates. The average 5-year cost to house NMCD inmates is \$8.2 million. Current fund at \$5 million.

### Courthouse Funding

Authorize continued funding to AOC for the construction and renovation of state district courthouses. Counties maintain that courthouses are a state responsibility and that the rising costs of construction, security, and IT necessitate a shared revenue stream.

### Detention Recruitment & Retention

Authorize continued funding for the newly formed Corrections Workforce Capacity Building Fund administered by DFA. Adequate detention staff are essential to a safe, well-operated facility, which is directly correlated to community safety.

### Firefighter/EMS Recruitment Fund

Authorize continued funding for the Fire & EMS Recruitment Fund administered by DFA for fire departments to staff, recruit, and retain career and volunteer firefighters and EMS personnel. Call volumes have increased by 50% and response systems are over-burdened. The average volunteer age is 65 years.

### Emergency Medical Services

Ensure that SB 151 (2024 as amended by Senate Tax) authorizing a redirect of 10% of the Premium Tax from health insurance business to the EMS Fund is implemented as stated.

### 700 MHz Radios

Authorize continued funding for the monthly operational costs of 700 MHz radios to build out state interconnectivity infrastructure.

## Equitable Disclosure

Treat residential and non-residential property transfers equitably to allow for accurate valuation of non-residential real property. Information would be used for statistical and analytical purposes only.

## IPRA Improvements

Amend the Inspection of Public Records Act (IPRA) to exempt from disclosing specific information and prohibit certain requests used to compromise and obstruct critical local government services.

## Resources to Support Border-Related Humanitarian and Crime Efforts

Appropriate \$5 million to counties for services provided to state and federal agencies to support border humanitarian and crime efforts. This funding will be used to combat drug and human trafficking networks; to coordinate with community services that provide food, transportation, shelter, and family location; and to coordinate with state and federal agencies on information sharing and coordination of state law enforcement activities.

### Joy Esparsen

Executive Director  
(505) 660-9629  
jesparsen@nmcounties.org

### Grace Philips

Risk Management Director  
(505) 690-6319  
gphilips@nmcounties.org

### Katherine Carroll

Government Relations  
(505) 350-9357  
kcrociata@outlook.com

### Mark Allen

General Counsel  
(505) 313-0103  
mallen@nmcounties.org

**AGENDA ITEM:** 10 \_\_\_\_\_

Request to Change November 2024  
Board of Commissioners Meeting to  
November 14, 2024

**MEETING DATE:** September 19, 2024

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**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Bill Williams, County Manager

**ACTION REQUESTED:** Approve Meeting Date Change

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**ITEM SUMMARY:**

The Chaves County Board of Commissioners is scheduled to meet on November 21, 2024. Staff requests that the meeting be moved to November 14, 2024; otherwise, a Special Meeting would be required to Canvass the General Election that will take place on November 5, 2024

Staff recommends approval.

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**SUPPORT DOCUMENTS:** None

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**SUMMARY BY:** William B. Williams

**TITLE:** County Manager

**AGENDA ITEM:** 11 DFA Approval of FY 2024-2025  
**MEETING DATE:** September 19, 2024 Final Budget

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Anabel Barraza, CFO

**ACTION REQUESTED:**

DFA Approval of the Final Budget for the minutes - no motion required

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**ITEM SUMMARY:**

The attached letter from DFA - Local Government Division was received indicating its official approval of our final budget for FY 2024-2025

No other action is required.

In accordance with Section 6-6-2 (E) NMSA 1978, the Local Government Division (LGD) has reviewed and certified the final budget for fiscal year 2021-2022

Budgets approved by the Division are required to be made a part of the minutes of our governing body according to Section 6-6-5 NMSA 1978.

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**SUPPORT DOCUMENTS:**

Letter from DFA - Local Government Division

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**SUMMARY BY:** Anabel Barraza

**TITLE:** CFO



407 Galisteo St,  
Santa Fe, NM 87501  
(505) 827-4985

Governor Michelle Lujan Grisham  
Cabinet Secretary Wayne Propst

Local Government Division  
Jeannette Gallegos, Acting Division Director

August 26, 2024

The Honorable Jeffrey Bilberry  
Chaves County  
P.O. Box 1597  
Roswell, NM 88202

Dear Commissioner, Bilberry:

The final budget for your local government entity for Fiscal Year 2024-2025, as approved by your governing body, has been examined and reviewed. The Department of Finance and Administration, Local Government Division (LGD) finds it has been developed in accordance with applicable statutes and budgeting guidelines, and sufficient resources appear to be available to cover budgeted expenditures. In addition, the *Budget Certification of Local Public Bodies* rule, 2.2.3 NMAC, requires that your entity's audit or "Agreed Upon Procedures" (per the *Tier System Reporting* rule, 2.2.2.16 NMAC) for Fiscal Year 2023 should have been submitted to the Office of the State Auditor as of this time. LGD's information indicates that you are in compliance with this requirement. Therefore, in accordance with Section 6-6-2E NMSA 1978, the LGD certifies your entity's final Fiscal Year 2024-2025 budget.

Please take note that state statute requires all revenue sources be expended only for public purposes, and if applicable, in accordance with the Procurement Code, Chapter 13, Article 1, NMSA 1978. Use of public revenue is governed by Article 9, Section 14 of the Constitution of the State of New Mexico, commonly referred to as the anti-donation clause.

Budgets approved by the LGD are required to be made a part of the minutes of your governing body according to Section 6-6-5 NMSA 1978. In addition, Section 6-6-6 NMSA 1978 provides that the approved budget is binding on local officials and governing authorities; and any official or governing authority approving claims or paying warrants in excess of the approved budget or available funds will be liable for the excess amounts.

**Finally, as required by Section 6-6-2H NMSA 1978, LGD is required to approve all budget increases and transfers between funds not included in the final approved budget via submission on the Local Government Budget Management System (LGBMS).**

If you have questions regarding this matter, please call Sherri Green of my staff at 505-629-8102, or via email at [shirleyt.green@dfa.nm.gov](mailto:shirleyt.green@dfa.nm.gov)

Sincerely,

DocuSigned by:

*Jeannette Gallegos*

020E740B763A4C1...

Jeannette Gallegos, Acting Division Director  
Local Government Division

xc: file

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: 8/2/2024  
Packet# 03104

Date: 8/16/2024  
Packet# 03121

Date: 8/30/2024  
Packet# 03134

Date: 8/2/2024  
Packet# 03106

Date: 8/21/2024  
Packet# 03127

Date: \_\_\_\_\_  
Packet# \_\_\_\_\_

Date: 8/8/2024  
Packet# 03114

Date: 08/23/2024  
Packet# 03129

Date: \_\_\_\_\_  
Packet# \_\_\_\_\_

Date: 8/9/2024  
Packet# 03116

Date: 8/30/2024  
Packet# 03132

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 19-Sep-24

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**STAFF SUMMARY REPORT**

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

**ACTION REQUESTED:**  
Approval of Checks

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**ITEM SUMMARY:**

A/P:	2-Aug-24	\$206,890.42
	2-Aug-24	\$704,199.52
	8-Aug-24	\$7,893.62
	9-Aug-24	\$559,515.06
	16-Aug-24	\$655,405.16
	21-Aug-24	\$24,670.69
	23-Aug-24	\$189,558.38
	30-Aug-24	\$200,331.66
	30-Aug-24	\$220,821.73

PAYROLL:	4-Aug-24 REGULAR	\$339,689.78
	4-Aug-24 FINAL	\$1,987.13
	4-Aug-24 INCENTIVE	\$23,087.49
	18-Aug-24 REGULAR	\$357,795.57
	18-Aug-24 FINAL	\$749.22

Grand Total Checks to be Approved: \$3,492,595.43

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**SUPPORT DOCUMENTS:**

Copies of Bills Lists

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**SUMMARY BY:** Stephanie Carrillo

**TITLE:** A/P Officer

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Chaves County, NM

# Expense Approval Register

PKT03104 - CK RUN ROADRUNNER EFT 8/2/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ROADRUNNER HEALTH SERVICES, LLC ROADRUNNER HEALTH SERVI	1415	08/01/2024	MEDICAL INMATE CARE FY 2 Vendor ROADRUNNER HEALTH SERVICES, LLC Total:	427-6-639-268-000	206,890.42 206,890.42
Grand Total:					206,890.42

**Fund Summary**

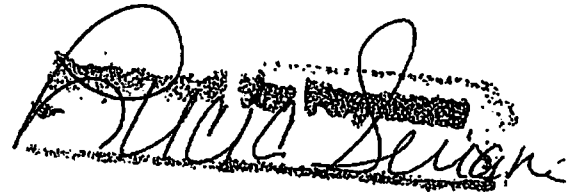
Fund	Expense Amount
427 - INDIGENT HOSPITAL CLAIMS	206,890.42
<b>Grand Total:</b>	<b>206,890.42</b>

**Account Summary**

Account Number	Account Name	Expense Amount
427-6-639-268-000	CARE OF PRISONER SER	206,890.42
	<b>Grand Total:</b>	<b>206,890.42</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	206,890.42
	<b>Grand Total:</b> 206,890.42

A handwritten signature in black ink, appearing to read "P. L. ...", is written over a horizontal line. The signature is somewhat stylized and partially obscured by a dark, textured area.



# Expense Approval Register

Packet: APPKT03106 - CHECK RUN 8/2/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: AMADOR SERVICES, LLC</b>					
AMADOR SERVICES, LLC	2024-114	08/01/2024	Replaced Contactor/ MIDWA	410-8-816-221-000	450.00
					<b>Vendor AMADOR SERVICES, LLC Total:</b>
<b>Vendor: AMERICAN STEWARDS OF LIBERTY</b>					
AMERICAN STEWARDS OF LI	BLOOM278181 (2)	08/01/2024	ASL-NATURAL RESOURCE CO	401-6-619-260-000	1,500.00
					<b>Vendor AMERICAN STEWARDS OF LIBERTY Total:</b>
<b>Vendor: ASPEN OF NEW MEXICO</b>					
ASPEN OF NEW MEXICO	FY25-1ASPEN	08/01/2024	ALT ED PROGRAM/ FY 24-25	432-7-762-267-000	416.66
					<b>Vendor ASPEN OF NEW MEXICO Total:</b>
<b>Vendor: BEACON SOFTWARE SOLUTIONS INC</b>					
BEACON SOFTWARE SOLUTI	893	08/01/2024	HANDHELD SOFTWARE MAI	650-6-684-267-000	1,962.02
					<b>Vendor BEACON SOFTWARE SOLUTIONS INC Total:</b>
<b>Vendor: BELL GAS INC.</b>					
BELL GAS INC.	40002	08/01/2024	ACCT# 10694	402-6-653-223-000	18,047.93
BELL GAS INC.	40031	08/01/2024	ACCT# 11020	452-8-832-223-000	4,331.27
					<b>Vendor BELL GAS INC. Total:</b>
<b>Vendor: BRIGHTLY SOFTWARE, INC.</b>					
BRIGHTLY SOFTWARE, INC.	INV-246991	08/01/2024	SOFTWARE MAINT/ FY 24-25	401-6-691-267-000	6,983.66
					<b>Vendor BRIGHTLY SOFTWARE, INC. Total:</b>
<b>Vendor: CINTAS CORPORATION #2</b>					
CINTAS CORPORATION #2	8406924922	08/01/2024	CUST # 10187763	402-6-653-230-000	547.97
					<b>Vendor CINTAS CORPORATION #2 Total:</b>
<b>Vendor: CITY OF ROSWELL</b>					
CITY OF ROSWELL	1-2	08/01/2024	WATERLINE PROJ/ RAC	631-8-884-376-000	78,121.01
CITY OF ROSWELL	2-2	08/01/2024	RAC WATERLINE PROJECT	631-8-884-376-000	2,697.40
CITY OF ROSWELL	3-3	08/01/2024	HDR RAC WATERLINE PROJ	631-8-884-376-000	20,398.11
CITY OF ROSWELL	4-2	08/01/2024	WATERLINE PROJ	631-8-884-376-000	26,870.58
					<b>Vendor CITY OF ROSWELL Total:</b>
<b>Vendor: COALITION OF AZ/NM COUNTIES</b>					
COALITION OF AZ/NM COUN	657	08/01/2024	CONTRIBUTION MEXICAN W	401-6-611-253-000	500.00
					<b>Vendor COALITION OF AZ/NM COUNTIES Total:</b>
<b>Vendor: COMPLETE FIRE PROTECTION LLC</b>					
COMPLETE FIRE PROTECTIO	1539	08/01/2024	REPAIR FIRE SUPPRESSION LE	401-6-696-257-000	1,925.31
					<b>Vendor COMPLETE FIRE PROTECTION LLC Total:</b>
<b>Vendor: COZ ENGINEERING, LLC</b>					
COZ ENGINEERING, LLC	1422003-723	08/01/2024	LINCOLN RD INVESTIGATION	402-6-651-260-000	10,892.76
					<b>Vendor COZ ENGINEERING, LLC Total:</b>
<b>Vendor: CRM ENTERPRISES, LLC</b>					
CRM ENTERPRISES, LLC	44931	08/01/2024	UNIFORM EMBROIDERY	401-6-691-238-000	1,944.00
					<b>Vendor CRM ENTERPRISES, LLC Total:</b>
<b>Vendor: EASTERN NM MEDICAL CENTER</b>					
EASTERN NM MEDICAL CENT	CC026428	08/01/2024	ACCT# V025852187	401-7-752-267-000	13.08
EASTERN NM MEDICAL CENT	CC026429	08/01/2024	ACCT# V025828971	401-7-752-267-000	94.10
EASTERN NM MEDICAL CENT	CC026430	08/01/2024	INMATE CLIAM # 37959	401-7-752-267-000	337.72
EASTERN NM MEDICAL CENT	CC026431	08/01/2024	ACCT# V025891540	401-7-752-267-000	13.08
EASTERN NM MEDICAL CENT	CC026432	08/01/2024	ACCT# V025835380	401-7-752-267-000	187.18
					<b>Vendor EASTERN NM MEDICAL CENTER Total:</b>
<b>Vendor: EMS BUREAU/DEPT. OF HEALTH</b>					
EMS BUREAU/DEPT. OF HEAL	CC026445	08/01/2024	APPLICATION FEE/FORD, MA	412-8-815-237-000	100.00
					<b>Vendor EMS BUREAU/DEPT. OF HEALTH Total:</b>

## Expense Approval Register

Packet: APPKT03106 - CHECK RUN 8/2/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: FRANK G. MAGOURILOS</b>					
FRANK G. MAGOURILOS	FY25-1FM	08/01/2024	DWI DISTRUBUTION/ FY 24-2	432-7-761-267-000	1,166.66
<b>Vendor FRANK G. MAGOURILOS Total:</b>					<b>1,166.66</b>
<b>Vendor: HAGERMANFORWARD, INC</b>					
HAGERMANFORWARD, INC	CC026439	08/01/2024	ASSESSMENT FOR CHAVES C	634-6-642-230-000	25,000.00
<b>Vendor HAGERMANFORWARD, INC Total:</b>					<b>25,000.00</b>
<b>Vendor: HERITAGE MEMORIAL ALLIANCE</b>					
HERITAGE MEMORIAL ALLIA	12169	08/01/2024	PERMIT # 6472	427-6-639-296-000	1,000.00
HERITAGE MEMORIAL ALLIA	12187	08/01/2024	PERMIT # 6474	427-6-639-296-000	1,000.00
<b>Vendor HERITAGE MEMORIAL ALLIANCE Total:</b>					<b>2,000.00</b>
<b>Vendor: KS STATE BANK</b>					
KS STATE BANK	53	08/01/2024	ACCT# 3380675	635-6-682-375-000	13,634.11
<b>Vendor KS STATE BANK Total:</b>					<b>13,634.11</b>
<b>Vendor: LEGACY FUNERAL SERVICES OF NM</b>					
LEGACY FUNERAL SERVICES	0298-205764	08/01/2024	PERMIT # 5175	427-6-639-296-000	1,000.00
<b>Vendor LEGACY FUNERAL SERVICES OF NM Total:</b>					<b>1,000.00</b>
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>					
NEW MEXICO GAS COMPAN	CC026447	08/01/2024	ACCT# 075706312-07871188	412-8-815-341-000	38.69
NEW MEXICO GAS COMPAN	CC026448	08/01/2024	ACCT# 076281612-0786941-	401-6-693-341-000	29.37
NEW MEXICO GAS COMPAN	CC026449	08/01/2024	ACCT# 075706312-1236482-	414-8-819-341-000	15.21
<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>					<b>83.27</b>
<b>Vendor: NM ASSOC. OF ASSESSING OFFICERS</b>					
NM ASSOC. OF ASSESSING O	CC026441	08/01/2024	Affiliate Fall Conference Regi	401-7-731-224-000	300.00
NM ASSOC. OF ASSESSING O	CC026442	08/01/2024	Affiliate Fall Conference Regi	401-7-731-224-000	300.00
NM ASSOC. OF ASSESSING O	CC026443	08/01/2024	Affiliate Fall Conference Regi	401-7-732-224-000	150.00
NM ASSOC. OF ASSESSING O	CC026443	08/01/2024	Affiliate Fall Conference Regi	628-7-733-224-000	150.00
NM ASSOC. OF ASSESSING O	CC026444	08/01/2024	Affiliate Fall Conference Regi	401-7-731-224-000	300.00
<b>Vendor NM ASSOC. OF ASSESSING OFFICERS Total:</b>					<b>1,200.00</b>
<b>Vendor: NM RETIREE HEALTH CARE AUTHORITY</b>					
NM RETIREE HEALTH CARE A	INV0012010	07/23/2024	NM RETIREE HEALTH CARE P	401-2-200-020-000	5.16
NM RETIREE HEALTH CARE A	INV0012018	07/26/2024	NM RETIREE HEALTH CARE P	401-2-200-020-000	4.65
<b>Vendor NM RETIREE HEALTH CARE AUTHORITY Total:</b>					<b>9.81</b>
<b>Vendor: OLIVE TREE INVESTMENTS, LLC</b>					
OLIVE TREE INVESTMENTS, L	CC026450	08/01/2024	110 E MESCALERO	635-6-682-375-000	15,000.00
<b>Vendor OLIVE TREE INVESTMENTS, LLC Total:</b>					<b>15,000.00</b>
<b>Vendor: PATRICIA JOHNSON</b>					
PATRICIA JOHNSON	FY25-1SC	08/01/2024	GRANT TRETMENT/ FY 24-25	432-7-762-267-000	4,166.66
<b>Vendor PATRICIA JOHNSON Total:</b>					<b>4,166.66</b>
<b>Vendor: PENNZ ELECTRIC COMPANY, LLC</b>					
PENNZ ELECTRIC COMPANY,	4210	08/01/2024	FIRE ALARM / HEALTH DEP	401-6-693-257-000	285.00
PENNZ ELECTRIC COMPANY,	4211	08/01/2024	TROUBLESHOOT FIRE ALARM	401-6-692-257-000	562.50
<b>Vendor PENNZ ELECTRIC COMPANY, LLC Total:</b>					<b>847.50</b>
<b>Vendor: QUADIENT FINANCE USA, INC</b>					
QUADIENT FINANCE USA, IN	CC026440	08/01/2024	ACCT# 7900044080967452	401-6-619-339-000	2,500.00
<b>Vendor QUADIENT FINANCE USA, INC Total:</b>					<b>2,500.00</b>
<b>Vendor: RANDY DODGIN</b>					
RANDY DODGIN	567502	08/01/2024	GATE LED LIGHTS	401-6-694-257-000	831.58
<b>Vendor RANDY DODGIN Total:</b>					<b>831.58</b>
<b>Vendor: REDDEN PLUMBING &amp; MECHANICAL</b>					
REDDEN PLUMBING & MECH	12687	08/01/2024	TROUBLESHOOT UNIT 6	401-6-696-257-000	223.17
<b>Vendor REDDEN PLUMBING &amp; MECHANICAL Total:</b>					<b>223.17</b>
<b>Vendor: ROSWELL CLINIC CORP</b>					
ROSWELL CLINIC CORP	CC0256434	08/01/2024	ACCT# 1791063V1610	427-6-639-270-000	130.36
ROSWELL CLINIC CORP	CC026433	08/01/2024	ACCT# 1766403V1610	427-6-639-270-000	148.18
<b>Vendor ROSWELL CLINIC CORP Total:</b>					<b>278.54</b>

## Expense Approval Register

Packet: APPKT03106 - CHECK RUN 8/2/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: ROSWELL DAILY RECORD</b>					
ROSWELL DAILY RECORD	00299739	08/01/2024	LEGAL AD # 00299739	401-7-722-252-000	128.65
<b>Vendor ROSWELL DAILY RECORD Total:</b>					<b>128.65</b>
<b>Vendor: SIDDONSON-MARTIN EMERGENCY GROUP</b>					
SIDDONSON-MARTIN EMERGEN	38328-02	08/01/2024	2 PUMPERS & EQUIPMENT	412-8-815-372-000	19,342.00
SIDDONSON-MARTIN EMERGEN	38328-02	08/01/2024	2 PUMPERS & EQUIPMENT	425-8-829-372-000	435,641.00
<b>Vendor SIDDONSON-MARTIN EMERGENCY GROUP Total:</b>					<b>454,983.00</b>
<b>Vendor: SIMPLISTIC MEDICAL, LLC</b>					
SIMPLISTIC MEDICAL, LLC	CC026435	08/01/2024	ACCT# 140638E186782	427-6-639-270-000	296.91
SIMPLISTIC MEDICAL, LLC	CC026436	08/01/2024	ACCT# 140638E186852	427-6-639-270-000	16.50
<b>Vendor SIMPLISTIC MEDICAL, LLC Total:</b>					<b>313.41</b>
<b>Vendor: SOUTHWEST MEDICAL ASSOCIATES, LLC</b>					
SOUTHWEST MEDICAL ASSO	CC026437	08/01/2024	ACCT# P1134564501	427-6-639-270-000	143.24
<b>Vendor SOUTHWEST MEDICAL ASSOCIATES, LLC Total:</b>					<b>143.24</b>
<b>Vendor: STARR JANITORIAL INC.</b>					
STARR JANITORIAL INC.	95507	08/01/2024	SUPPLIES	402-6-653-230-000	259.39
STARR JANITORIAL INC.	95509	08/01/2024	SUPPLIES	401-6-691-230-000	112.48
STARR JANITORIAL INC.	95579	08/01/2024	SUPPLIES	650-6-684-230-000	631.20
STARR JANITORIAL INC.	95589	08/01/2024	SUPPLIES	401-6-691-230-000	100.20
<b>Vendor STARR JANITORIAL INC. Total:</b>					<b>1,103.27</b>
<b>Vendor: THE STITCH</b>					
THE STITCH	10467-2	08/01/2024	Reupholster driver seat unit	401-6-691-221-000	323.73
<b>Vendor THE STITCH Total:</b>					<b>323.73</b>
<b>Vendor: TOWN OF DEXTER</b>					
TOWN OF DEXTER	CC026446	08/01/2024	ACCT# 1085	401-6-693-341-000	106.19
<b>Vendor TOWN OF DEXTER Total:</b>					<b>106.19</b>
<b>Vendor: VISUAL EDGE IT, INC</b>					
VISUAL EDGE IT, INC	24AR1930760	08/01/2024	ACCT# BMK-CC81	432-7-761-251-000	10.86
VISUAL EDGE IT, INC	36925759	08/01/2024	ACCT# 36925759	401-6-632-251-000	194.78
VISUAL EDGE IT, INC	37053002	08/01/2024	ACCT# 016-1539862-000	401-7-741-230-000	126.47
VISUAL EDGE IT, INC	37053002	08/01/2024	ACCT# 016-1539862-000	401-7-741-375-000	96.71
VISUAL EDGE IT, INC	37078716	08/01/2024	ACCT# 017-1663046-000	401-7-731-230-000	162.69
VISUAL EDGE IT, INC	37078716	08/01/2024	ACCT# 017-1663046-000	401-7-731-375-000	231.38
<b>Vendor VISUAL EDGE IT, INC Total:</b>					<b>822.89</b>
<b>Grand Total:</b>					<b>704,199.52</b>

**Fund Summary**

Fund	Expense Amount
401 - GENERAL FUND	20,572.84
402 - ROAD FUND	29,748.05
410 - MIDWAY VOLUNTEER FIRE FND	450.00
412 - SIERRA VOLUNTEER FIRE FND	19,480.69
414 - CC FIRE DIST #8 VOL FIRE	15.21
425 - FIRE/AMBULANCE EXCISE TAX	435,641.00
427 - INDIGENT HOSPITAL CLAIMS	3,735.19
432 - DWI GRANT FUNDS	5,760.84
452 - FLOOD CONTROL	4,331.27
628 - PROPERTY VALUATION	150.00
631 - OTHER GRANTS & CONTRACTS	128,087.10
634 - OPIOID SETTLEMENT	25,000.00
635 - EMERGENCY/CAPITAL OUTLAY	28,634.11
650 - DETENTION INMATE EXPENSES	2,593.22
<b>Grand Total:</b>	<b>704,199.52</b>

**Account Summary**

Account Number	Account Name	Expense Amount
401-2-200-020-000	RETIREE H/C PAYABLE	9.81
401-6-611-253-000	DUES & OTHER FEES	500.00
401-6-619-260-000	PROFESSIONAL SERVICE	1,500.00
401-6-619-339-000	POSTAGE/FREIGHT	2,500.00
401-6-632-251-000	RENTALS	194.78
401-6-691-221-000	VEH/HVY EQUIP. REPAIR	323.73
401-6-691-230-000	SUPPLIES/TOOLS	212.68
401-6-691-238-000	UNIFORMS	1,944.00
401-6-691-267-000	CONTRACTUAL SERVICES	6,983.66
401-6-692-257-000	FACILITY MAINTENANCE	562.50
401-6-693-257-000	FACILITY MAINTENANCE	285.00
401-6-693-341-000	UTILITIES	135.56
401-6-694-257-000	FACILITY MAINT/REPAIR	831.58
401-6-696-257-000	FACILITY MAINT/REPAIR	2,148.48
401-7-722-252-000	PRINTING/PUBLISHING	128.65
401-7-731-224-000	EMPLOYEE TRAINING	900.00
401-7-731-230-000	SUPPLIES/TOOLS	162.69
401-7-731-375-000	LEASE PURCHASE	231.38
401-7-732-224-000	EMPLOYEE TRAINING	150.00
401-7-741-230-000	SUPPLIES/TOOLS	126.47
401-7-741-375-000	LEASE PURCHASES	96.71
401-7-752-267-000	CONTRACTUAL SERVICES	645.16
402-6-651-260-000	PROFESSIONAL SERVICE	10,892.76
402-6-653-223-000	VEHICLE FUELS	18,047.93
402-6-653-230-000	SUPPLIES/TOOLS	807.36
410-8-816-221-000	VEH/HVY EQUIP. REPAIR	450.00
412-8-815-237-000	SUBSCRIPTIONS/PUBLIC	100.00
412-8-815-341-000	UTILITIES	38.69
412-8-815-372-000	VEHICLES	19,342.00
414-8-819-341-000	UTILITIES	15.21
425-8-829-372-000	VEHICLES	435,641.00
427-6-639-270-000	PAYMENT OF HOSPITAL	735.19
427-6-639-296-000	INDIGENT BURIAL	3,000.00
432-7-761-251-000	RENTALS	10.86
432-7-761-267-000	CONTRACTUAL SERVICES	1,166.66
432-7-762-267-000	CONTRACTUAL SERVICES	4,583.32
452-8-832-223-000	VEHICLE FUELS	4,331.27
628-7-733-224-000	EMPLOYEE TRAINING	150.00
631-8-884-376-000	LAND/BUILDING - COUN	128,087.10
634-6-642-230-000	SUPPLIES/TOOLS	25,000.00
635-6-682-375-000	LEASE PURCHASES	28,634.11

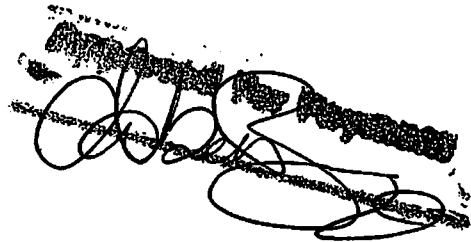


**Account Summary**

Account Number	Account Name	Expense Amount
650-6-684-230-000	SUPPLIES/TOOLS	631.20
650-6-684-267-000	CONTRACTUAL SERVICES	<u>1,962.02</u>
	Grand Total:	704,199.52

**Project Account Summary**

Project Account Key	Expense Amount
**None**	<u>704,199.52</u>
Grand Total:	704,199.52

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# Expense Approval Register

Packet: APPKT03114 - XCEL ACH PMTS 8/8/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: SOUTHWESTERN PUBLIC SERVICE CO</b>					
SOUTHWESTERN PUBLIC SER	CC026484	08/01/2024	ACCT# 54-0012497212-2	452-8-832-341-000	175.75
SOUTHWESTERN PUBLIC SER	CC026485	08/01/2024	ACCT# 54-3949442-7	401-6-619-340-000	7,096.68
SOUTHWESTERN PUBLIC SER	CC026486	08/01/2024	ACCT# 54-3943785-9	401-6-691-243-000	69.39
SOUTHWESTERN PUBLIC SER	CC026486	08/01/2024	ACCT# 54-3943782-6	412-8-815-341-000	149.79
SOUTHWESTERN PUBLIC SER	CC026487	08/02/2024	ACCT# 54-3943758-6	401-6-691-243-000	37.07
SOUTHWESTERN PUBLIC SER	CC026488	08/02/2024	ACCT# 54-3943777-9	401-6-691-243-000	37.94
SOUTHWESTERN PUBLIC SER	CC026489	07/26/2024	ACCT# 54-3943607-4	401-7-751-341-000	24.57
SOUTHWESTERN PUBLIC SER	CC026490	07/25/2024	ACCT# 54-0010784288-9	412-8-815-341-000	78.10
SOUTHWESTERN PUBLIC SER	CC026491	08/01/2024	ACCT# 54-1485939-1	401-6-691-243-000	34.69
SOUTHWESTERN PUBLIC SER	CC026491	08/01/2024	ACCT# 54-1485939-1	401-6-693-341-000	84.63
SOUTHWESTERN PUBLIC SER	CC026492	08/01/2024	ACCT# 54-8936266-1	412-8-815-341-000	105.01
<b>Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:</b>					<b>7,893.62</b>
<b>Grand Total:</b>					<b>7,893.62</b>

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**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
401 - GENERAL FUND	7,384.97
412 - SIERRA VOLUNTEER FIRE FND	332.90
452 - FLOOD CONTROL	175.75
<b>Grand Total:</b>	<b>7,893.62</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
401-6-619-340-000	TELEPHONE	7,096.68
401-6-691-243-000	HIGHWAY LIGHTS	179.09
401-6-693-341-000	UTILITIES	84.63
401-7-751-341-000	UTILITIES	24.57
412-8-815-341-000	UTILITIES	332.90
452-8-832-341-000	UTILITIES	175.75
<b>Grand Total:</b>		<b>7,893.62</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	7,893.62
<b>Grand Total:</b>	<b>7,893.62</b>



# Expense Approval Register

Packet: APPKT03116 - CHECK RUN 8/9/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: AMANDA BEAGLES-CLARK</b>					
AMANDA BEAGLES-CLARK	CC026477	08/06/2024	TRANSPORT/ GRANTS/ DIST	650-6-684-228-000	10.00
<b>Vendor AMANDA BEAGLES-CLARK Total:</b>					<b>10.00</b>
<b>Vendor: AMERICAN STEWARDS OF LIBERTY</b>					
AMERICAN STEWARDS OF LI	Bloom278506(3)	08/01/2024	ASL-NATURAL RESOURCE CO	401-6-619-260-000	1,500.00
<b>Vendor AMERICAN STEWARDS OF LIBERTY Total:</b>					<b>1,500.00</b>
<b>Vendor: ARTESIA FIRE EQUIPMENT INC.</b>					
ARTESIA FIRE EQUIPMENT IN	84123	08/07/2024	PARTS / EQUIPMENT	410-8-816-249-000	571.30
<b>Vendor ARTESIA FIRE EQUIPMENT INC. Total:</b>					<b>571.30</b>
<b>Vendor: ARTESIA FORD SALES, INC.</b>					
ARTESIA FORD SALES, INC.	208794	08/01/2024	REPAIRS TO UNIT 968	401-7-752-221-000	81.38
<b>Vendor ARTESIA FORD SALES, INC. Total:</b>					<b>81.38</b>
<b>Vendor: BDR PREFERRED HOLDINGS, LLC</b>					
BDR PREFERRED HOLDINGS,	X80206522001	08/01/2024	EQUIPMENT FOR REPAIRS	402-6-653-221-000	189.86
<b>Vendor BDR PREFERRED HOLDINGS, LLC Total:</b>					<b>189.86</b>
<b>Vendor: BELL GAS INC.</b>					
BELL GAS INC.	40080	08/01/2024	ACCT# 10693	402-6-653-223-000	15,750.32
<b>Vendor BELL GAS INC. Total:</b>					<b>15,750.32</b>
<b>Vendor: BELL GAS INC</b>					
BELL GAS INC	319861	08/01/2024	CUST # 460785	452-8-832-230-000	56.20
<b>Vendor BELL GAS INC Total:</b>					<b>56.20</b>
<b>Vendor: BERRENDO CO-OP WATER USERS</b>					
BERRENDO CO-OP WATER U	CC026451	08/01/2024	ACCT# J1720000	402-6-651-341-000	68.76
<b>Vendor BERRENDO CO-OP WATER USERS Total:</b>					<b>68.76</b>
<b>Vendor: CENTRAL VALLEY ELECTRIC COOP</b>					
CENTRAL VALLEY ELECTRIC C	CC026493	08/01/2024	ACCT# 23898800	410-8-816-341-000	18.28
CENTRAL VALLEY ELECTRIC C	CC026493	08/01/2024	ACCT# 10114001	410-8-816-341-000	357.55
CENTRAL VALLEY ELECTRIC C	CC026494	08/01/2024	ACCT# 12001802	401-6-691-243-000	41.11
CENTRAL VALLEY ELECTRIC C	CC026494	08/01/2024	ACCT3 10147201	401-6-691-243-000	32.50
CENTRAL VALLEY ELECTRIC C	CC026494	08/01/2024	ACCT# 12209501	401-6-691-243-000	529.57
CENTRAL VALLEY ELECTRIC C	CC026494	08/01/2024	ACCT# 23133100	410-8-816-341-000	176.59
CENTRAL VALLEY ELECTRIC C	CC026494	08/01/2024	ACCT# 6695501	414-8-819-341-000	141.27
CENTRAL VALLEY ELECTRIC C	CC026494	08/01/2024	ACCT# 24186400	437-6-659-341-000	48.42
CENTRAL VALLEY ELECTRIC C	CC026494	08/01/2024	ACCT# 12412501	437-6-659-341-000	42.22
CENTRAL VALLEY ELECTRIC C	CC026494	08/01/2024	ACCT# 22987100	437-6-659-341-000	46.72
CENTRAL VALLEY ELECTRIC C	CC026494	08/01/2024	ACCT# 24208300	437-6-659-341-000	97.40
CENTRAL VALLEY ELECTRIC C	CC026495	08/01/2024	ACCT# 12413201	411-8-814-341-000	50.24
CENTRAL VALLEY ELECTRIC C	CC026495	08/01/2024	ACCT# 12026501	411-8-814-341-000	72.02
CENTRAL VALLEY ELECTRIC C	CC026495	08/01/2024	ACCT# 12413301	411-8-814-341-000	9.14
CENTRAL VALLEY ELECTRIC C	CC026495	08/01/2024	ACCT# 12413101	411-8-814-341-000	10.00
<b>Vendor CENTRAL VALLEY ELECTRIC COOP Total:</b>					<b>1,673.03</b>
<b>Vendor: CUMBERLAND CO-OPERATIVE WATER</b>					
CUMBERLAND CO-OPERATIV	CC026452	08/01/2024	ACCT# G105	410-8-816-341-000	21.43
CUMBERLAND CO-OPERATIV	CC026453	08/01/2024	ACCT# G215	401-6-691-341-000	39.31
CUMBERLAND CO-OPERATIV	CC026454	08/01/2024	ACCT# B1085	408-8-812-341-000	21.43
<b>Vendor CUMBERLAND CO-OPERATIVE WATER Total:</b>					<b>82.17</b>
<b>Vendor: DETCO INDUSTRIES, INC.</b>					
DETCO INDUSTRIES, INC.	071671	08/01/2024	CUST# 0007103	402-6-653-230-000	871.92
<b>Vendor DETCO INDUSTRIES, INC. Total:</b>					<b>871.92</b>

## Expense Approval Register

Packet: APPKT03116 - CHECK RUN 8/9/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: DEXTER CONSOLIDATED SCHOOLS</b>					
DEXTER CONSOLIDATED SCH	FY25-1DEX-TNT	08/05/2024	DWI DISTRIBUTION/ FY 24-2	432-7-761-267-000	1,000.00
Vendor DEXTER CONSOLIDATED SCHOOLS Total:					1,000.00
<b>Vendor: DIANE F. TAYLOR</b>					
DIANE F. TAYLOR	FY25-1DT	08/05/2024	DWI DISTRIBUTION/ FY 24-2	432-7-761-267-000	4,524.33
Vendor DIANE F. TAYLOR Total:					4,524.33
<b>Vendor: EASTERN NM MEDICAL CENTER</b>					
EASTERN NM MEDICAL CENT	CC026455	08/01/2024	ACCT# V025812132	401-7-752-267-000	99.43
EASTERN NM MEDICAL CENT	CC026456	08/01/2024	ACCT# V025857962	401-7-752-267-000	139.51
EASTERN NM MEDICAL CENT	CC026457	08/01/2024	ACCT# V025831959	401-7-752-267-000	245.34
EASTERN NM MEDICAL CENT	CC026458	08/01/2024	ACCT# V025828252	401-7-752-267-000	3.30
EASTERN NM MEDICAL CENT	CC026459	08/01/2024	ACCT# V025847716	401-7-752-267-000	221.26
EASTERN NM MEDICAL CENT	CC026460	08/01/2024	ACCT# V025811589	427-6-639-270-000	186.29
EASTERN NM MEDICAL CENT	CC026461	08/01/2024	ACCT# V025848797	427-6-639-270-000	246.89
EASTERN NM MEDICAL CENT	CC026462	08/01/2024	ACCT# V025875162	427-6-639-270-000	303.67
EASTERN NM MEDICAL CENT	CC026463	08/01/2024	ACCT# V025821109	427-6-639-270-000	790.21
EASTERN NM MEDICAL CENT	CC026464	08/01/2024	ACCT# V025817016	427-6-639-270-000	1,048.27
EASTERN NM MEDICAL CENT	CC026465	08/01/2024	ACCT# V025857624	427-6-639-270-000	832.13
EASTERN NM MEDICAL CENT	CC026466	08/01/2024	ACCT# V025813833	427-6-639-270-000	575.04
EASTERN NM MEDICAL CENT	CC026467	08/01/2024	ACCT# V025814047	427-6-639-270-000	826.51
EASTERN NM MEDICAL CENT	CC026468	08/01/2024	ACCT# V025840315	427-6-639-270-000	621.12
EASTERN NM MEDICAL CENT	CC026469	08/01/2024	ACCT# V025934340	427-6-639-270-000	370.58
EASTERN NM MEDICAL CENT	CC026470	08/01/2024	ACCT# V025891748	427-6-639-270-000	591.67
EASTERN NM MEDICAL CENT	CC026471	08/01/2024	ACCT# V025952367	427-6-639-270-000	160.34
EASTERN NM MEDICAL CENT	CC026472	08/01/2024	ACCT# V025888009	427-6-639-270-000	276.35
EASTERN NM MEDICAL CENT	CC026473	08/01/2024	ACCT# V025913443	427-6-639-270-000	771.91
Vendor EASTERN NM MEDICAL CENTER Total:					8,309.82
<b>Vendor: ECOLAB INC.</b>					
ECOLAB INC.	6346537564	08/01/2024	CREDIT INV 7251385976	650-6-684-230-000	-5,704.35
ECOLAB INC.	6346537564	08/01/2024	JANITORIAL SUPPLIES	650-6-684-230-000	13,118.05
ECOLAB INC.	6347005773	08/01/2024	JANITORIAL SUPPLIES	650-6-684-230-000	299.47
Vendor ECOLAB INC. Total:					7,713.17
<b>Vendor: FABER &amp; BRAND LLC</b>					
FABER & BRAND LLC	INV0012052	08/08/2024	GARNISHMENT FOR JIL BARR	402-2-200-011-000	301.54
Vendor FABER & BRAND LLC Total:					301.54
<b>Vendor: FORREST TIRE OF ROSWELL, NM INC.</b>					
FORREST TIRE OF ROSWELL,	1076659	08/01/2024	CREDIT INV # 1073762	401-7-752-221-000	-131.25
FORREST TIRE OF ROSWELL,	1076659	08/01/2024	TIRES FOR UNIT 918/ SHERIF	401-7-752-221-000	632.52
Vendor FORREST TIRE OF ROSWELL, NM INC. Total:					501.27
<b>Vendor: GLOBAL FOCUS MARKETING &amp; DIST LTD.</b>					
GLOBAL FOCUS MARKETING	41927	08/01/2024	NARC GONE MIX & LIQUID/	401-7-751-230-000	390.56
Vendor GLOBAL FOCUS MARKETING & DIST LTD. Total:					390.56
<b>Vendor: HAGERMAN MUNICIPAL SCHOOLS</b>					
HAGERMAN MUNICIPAL SCH	FY25-1HAG-TNT	08/05/2024	DWI DISTRIBUTION/ FY 24-2	432-7-761-267-000	1,000.00
Vendor HAGERMAN MUNICIPAL SCHOOLS Total:					1,000.00
<b>Vendor: HOLLYFRONTIER CORP</b>					
HOLLYFRONTIER CORP	204784969	08/01/2024	ASPHALT EMULSIONS	402-6-653-290-000	17,591.86
HOLLYFRONTIER CORP	204784970	08/01/2024	ASPHALT EMULSIONS	402-6-653-290-000	18,283.78
HOLLYFRONTIER CORP	204784971	08/01/2024	ASPHALT EMULSIONS	402-6-653-290-000	17,813.81
HOLLYFRONTIER CORP	204794517	08/01/2024	ASPHALT EMULSIONS	402-6-653-290-000	16,044.82
HOLLYFRONTIER CORP	204794518	08/01/2024	ASPHALT EMULSIONS	402-6-653-290-000	17,696.30
HOLLYFRONTIER CORP	204804616	08/02/2024	ASPHALT EMULSIONS	402-6-653-290-000	16,606.21
HOLLYFRONTIER CORP	204804617	08/02/2024	ASPHALT EMULSIONS	402-6-653-290-000	17,657.14
HOLLYFRONTIER CORP	204814018	08/05/2024	ASPHALT EMULSIONS	402-6-653-290-000	18,244.62
HOLLYFRONTIER CORP	204818707	08/06/2024	ASHPALT EMULSIONS	402-6-653-290-000	18,179.35
HOLLYFRONTIER CORP	204818708	08/06/2024	ASPHALT EMULSIONS	402-6-653-290-000	17,520.06
HOLLYFRONTIER CORP	204824482	08/07/2024	ASPHALT EMULSION	402-6-653-290-000	17,807.27

## Expense Approval Register

Packet: APPKT03116 - CHECK RUN 8/9/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HOLLYFRONTIER CORP	204824483	08/07/2024	ASPHALT EMULSIONS	402-6-653-290-000	16,332.03
Vendor HOLLYFRONTIER CORP Total:					209,777.25
<b>Vendor: INDIGENT HEALTHCARE SOLUTIONS</b>					
INDIGENT HEALTHCARE SOL	78295	08/01/2024	IHC SOFTWARE/ FY 24-25	427-6-638-260-000	1,363.38
Vendor INDIGENT HEALTHCARE SOLUTIONS Total:					1,363.38
<b>Vendor: ITS QUEST, INC</b>					
ITS QUEST, INC	901928	08/01/2024	TEMP/ SEDILLO	402-6-653-104-000	787.21
ITS QUEST, INC	901936	08/07/2024	TEMP/ SEDILLO	402-6-653-104-000	787.21
Vendor ITS QUEST, INC Total:					1,574.42
<b>Vendor: LA CASA DE BUENA SALUD INC</b>					
LA CASA DE BUENA SALUD I	FY25-1LABH	08/05/2024	COUNSELING FOR SPANISH S	432-7-762-267-000	2,500.00
Vendor LA CASA DE BUENA SALUD INC Total:					2,500.00
<b>Vendor: LEA COUNTY</b>					
LEA COUNTY	J07-2024	08/01/2024	JUVIE INMATE HOUSING	401-6-645-268-000	22,500.00
Vendor LEA COUNTY Total:					22,500.00
<b>Vendor: MIXER CENTER ROSWELL LLC</b>					
MIXER CENTER ROSWELL LLC	15737	08/01/2024	PARTS FOR UNIT 222	452-8-832-230-000	92.00
Vendor MIXER CENTER ROSWELL LLC Total:					92.00
<b>Vendor: MUNICIPAL EMERGENCY SERVICES</b>					
MUNICIPAL EMERGENCY SE	IN2093611	08/01/2024	SCBA REPAIRS	412-8-815-221-000	3,496.95
Vendor MUNICIPAL EMERGENCY SERVICES Total:					3,496.95
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>					
NEW MEXICO GAS COMPAN	CC026474	08/01/2024	ACCT# 076846512-1202378-	411-8-814-341-000	34.12
NEW MEXICO GAS COMPAN	CC026475	08/01/2024	ACCT# 076424512-0788370-	401-6-619-340-000	65.33
NEW MEXICO GAS COMPAN	CC026476	08/01/2024	ACCT# 115435453-1390459-	452-8-832-341-000	30.43
Vendor NEW MEXICO GAS COMPANY INC Total:					129.88
<b>Vendor: NM HEALTH CARE AUTHORITY</b>					
NM HEALTH CARE AUTHORIT	CC026479	08/05/2024	ERISA ADJ FOR LOD	401-2-200-005-000	159.60
NM HEALTH CARE AUTHORIT	CC026479	08/05/2024	ADJ J ACOSTA LOD	401-2-200-005-000	-1.68
NM HEALTH CARE AUTHORIT	CC026479	08/05/2024	LIFE & LOD PREMIUMS	401-2-200-005-000	1,937.31
NM HEALTH CARE AUTHORIT	CC026479	08/05/2024	ADJ D CANDELARIA LOD	401-2-200-005-000	-7.05
NM HEALTH CARE AUTHORIT	CC026479	08/05/2024	LIFE & LOD PREMIUMS	402-2-200-005-000	496.36
NM HEALTH CARE AUTHORIT	CC026479	08/05/2024	LIFE & LOD PREMIUMS	427-2-200-005-000	51.70
NM HEALTH CARE AUTHORIT	CC026479	08/05/2024	LIFE & LOD PREMIUMS	432-2-200-005-000	24.05
NM HEALTH CARE AUTHORIT	CC026479	08/05/2024	LIFE & LOD PREMIUMS	435-2-200-005-000	21.15
NM HEALTH CARE AUTHORIT	CC026479	08/05/2024	LIFE & LOD PREMIUMS	437-2-200-005-000	14.10
NM HEALTH CARE AUTHORIT	CC026479	08/05/2024	LIFE & LOD PREMIUMS	452-2-200-005-000	349.03
NM HEALTH CARE AUTHORIT	CC026479	08/05/2024	LIFE & LOD PREMIUMS	628-2-200-005-000	7.05
NM HEALTH CARE AUTHORIT	CC026480	08/05/2024	ADJ G RAMIREZ	401-2-200-201-000	27.33
NM HEALTH CARE AUTHORIT	CC026480	08/05/2024	DELTA DENTAL PREMIUMS	401-2-200-201-000	2,115.39
NM HEALTH CARE AUTHORIT	CC026480	08/05/2024	DELTA DENTAL PREMIUMS	402-2-200-201-000	168.13
NM HEALTH CARE AUTHORIT	CC026480	08/05/2024	DELTA DENTAL PREMIUMS	427-2-200-201-000	117.28
NM HEALTH CARE AUTHORIT	CC026480	08/05/2024	DELTA DENTAL PREMIUMS	432-2-200-201-000	117.28
NM HEALTH CARE AUTHORIT	CC026480	08/05/2024	DELTA DENTAL PREMIUMS	437-2-200-201-000	78.18
NM HEALTH CARE AUTHORIT	CC026480	08/05/2024	DELTA DENTAL PREMIUMS	452-2-200-201-000	78.18
NM HEALTH CARE AUTHORIT	CC026480	08/05/2024	DELTA DENTAL PREMIUMS	628-2-200-201-000	156.36
NM HEALTH CARE AUTHORIT	CC026481	08/05/2024	ADJ G RAMIREZ	401-2-200-021-000	4.24
NM HEALTH CARE AUTHORIT	CC026481	08/05/2024	VISION PREMIUMS	401-2-200-021-000	1,589.64
NM HEALTH CARE AUTHORIT	CC026481	08/05/2024	VISION PREMIUMS	402-2-200-021-000	357.50
NM HEALTH CARE AUTHORIT	CC026481	08/05/2024	VISION PREMIUMS	427-2-200-021-000	27.42
NM HEALTH CARE AUTHORIT	CC026481	08/05/2024	VISION PREMIUMS	432-2-200-021-000	52.00
NM HEALTH CARE AUTHORIT	CC026481	08/05/2024	VISION PREMIUMS	435-2-200-021-000	23.18
NM HEALTH CARE AUTHORIT	CC026481	08/05/2024	VISION PREMIUMS	437-2-200-021-000	27.36
NM HEALTH CARE AUTHORIT	CC026481	08/05/2024	VISION PREMIUMS	452-2-200-021-000	128.88
NM HEALTH CARE AUTHORIT	CC026481	08/05/2024	VISION PREMIUMS	628-2-200-021-000	64.28
NM HEALTH CARE AUTHORIT	CC026482	08/05/2024	DISABILITY & ADMIN	401-2-200-005-000	1,279.13
NM HEALTH CARE AUTHORIT	CC026482	08/05/2024	AFJ 2701	401-2-200-005-000	-13.60
NM HEALTH CARE AUTHORIT	CC026482	08/05/2024	DISABILITY & ADMIN	402-2-200-005-000	309.10

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM HEALTH CARE AUTHORIT	CC026482	08/05/2024	ADJ 2701	402-2-200-005-000	- 5.43
NM HEALTH CARE AUTHORIT	CC026482	08/05/2024	DISABILITY & ADMIN	427-2-200-005-000	- 27.20
NM HEALTH CARE AUTHORIT	CC026482	08/05/2024	DISABILITY & ADMIN	432-2-200-005-000	- 40.80
NM HEALTH CARE AUTHORIT	CC026482	08/05/2024	DISABILITY & ADMIN	435-2-200-005-000	- 16.90
NM HEALTH CARE AUTHORIT	CC026482	08/05/2024	DISABILITY & ADMIN	437-2-200-005-000	- 27.20
NM HEALTH CARE AUTHORIT	CC026482	08/05/2024	DISABILITY & ADMIN	452-2-200-005-000	- 122.40
NM HEALTH CARE AUTHORIT	CC026482	08/05/2024	DISABILITY & ADMIN	628-2-200-005-000	- 91.30
NM HEALTH CARE AUTHORIT	CC026483	08/05/2024	MEDICAL PRESBYT & BCBS	401-2-200-007-000	- 156,429.80
NM HEALTH CARE AUTHORIT	CC026483	08/05/2024	ADJ G RAMIREZ	401-2-200-007-000	- 747.60
NM HEALTH CARE AUTHORIT	CC026483	08/05/2024	ADJ # 2701	401-2-200-007-000	- 1,055.25
NM HEALTH CARE AUTHORIT	CC026483	08/05/2024	ADJ # 2701	401-2-200-007-000	- 531.93
NM HEALTH CARE AUTHORIT	CC026483	08/05/2024	MEDICAL PRESBYT & BCBS	402-2-200-007-000	- 39,403.56
NM HEALTH CARE AUTHORIT	CC026483	08/05/2024	MEDICAL PRESBYT & BCBS	427-2-200-007-000	- 2,548.78
NM HEALTH CARE AUTHORIT	CC026483	08/05/2024	MEDICAL PRESBYT & BCBS	432-2-200-007-000	- 4,234.93
NM HEALTH CARE AUTHORIT	CC026483	08/05/2024	MEDICAL PRESBYT & BCBS	435-2-200-007-000	- 2,106.40
NM HEALTH CARE AUTHORIT	CC026483	08/05/2024	MEDICAL PRESBYT & BCBS	437-2-200-007-000	- 3,147.06
NM HEALTH CARE AUTHORIT	CC026483	08/05/2024	MEDICAL PRESBYT & BCBS	452-2-200-007-000	- 12,235.60
NM HEALTH CARE AUTHORIT	CC026483	08/05/2024	MEDICAL PRESBYT & BCBS	628-2-200-007-000	- 6,671.04
<b>Vendor NM HEALTH CARE AUTHORITY Total:</b>					<b>236,016.84</b>

**Vendor: NM RETIREE HEALTH CARE AUTHORITY**

NM RETIREE HEALTH CARE A	INV0012050	08/08/2024	NM RETIREE HEALTH CARE P	401-2-200-020-000	8,068.92
NM RETIREE HEALTH CARE A	INV0012050	08/08/2024	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,936.56
NM RETIREE HEALTH CARE A	INV0012050	08/08/2024	NM RETIREE HEALTH CARE P	427-2-200-020-000	122.52
NM RETIREE HEALTH CARE A	INV0012050	08/08/2024	NM RETIREE HEALTH CARE P	432-2-200-020-000	114.60
NM RETIREE HEALTH CARE A	INV0012050	08/08/2024	NM RETIREE HEALTH CARE P	435-2-200-020-000	192.21
NM RETIREE HEALTH CARE A	INV0012050	08/08/2024	NM RETIREE HEALTH CARE P	437-2-200-020-000	73.05
NM RETIREE HEALTH CARE A	INV0012050	08/08/2024	NM RETIREE HEALTH CARE P	452-2-200-020-000	660.04
NM RETIREE HEALTH CARE A	INV0012050	08/08/2024	NM RETIREE HEALTH CARE P	628-2-200-020-000	140.52
NM RETIREE HEALTH CARE A	INV0012051	08/08/2024	NM Retiree HealthCare Law	401-2-200-020-000	3,474.65
<b>Vendor NM RETIREE HEALTH CARE AUTHORITY Total:</b>					<b>14,783.07</b>

**Vendor: NMAC - HR AFFILIATE**

NMAC - HR AFFILIATE	CC026477	08/01/2024	DOMINGUEZ/ COLACCHIO/	401-6-613-253-000	- 150.00
NMAC - HR AFFILIATE	CC026478	08/01/2024	DOMINGUEZ/ COLACCHIO/ R	401-6-613-224-000	- 400.00
<b>Vendor NMAC - HR AFFILIATE Total:</b>					<b>550.00</b>

**Vendor: PLUTO ACQUISITION OpCo, LLC**

PLUTO ACQUISITION OpCo, L	202407012802	08/01/2024	EMPLOYEE BACKGROUND SC	401-6-613-260-000	- 253.50
<b>Vendor PLUTO ACQUISITION OpCo, LLC Total:</b>					<b>253.50</b>

**Vendor: RELADYNE WEST LLC**

RELADYNE WEST LLC	300012952	08/01/2024	ACCT# 12290075	402-6-653-230-000	- 2,197.14
<b>Vendor RELADYNE WEST LLC Total:</b>					<b>2,197.14</b>

**Vendor: ROSWELL DAILY RECORD**

ROSWELL DAILY RECORD	00299325	08/01/2024	LEGAL AD # 00299325	432-7-761-252-000	- 37.68
ROSWELL DAILY RECORD	00299806	08/02/2024	LEGAL AD # 00299806	401-6-625-252-000	- 65.27
<b>Vendor ROSWELL DAILY RECORD Total:</b>					<b>102.95</b>

**Vendor: SIDMONS-MARTIN EMERGENCY GROUP**

SIDMONS-MARTIN EMERGEN	301-0000018657	08/01/2024	REPAIRED LADDER RACK UNI	412-8-815-221-000	- 1,377.21
<b>Vendor SIDMONS-MARTIN EMERGENCY GROUP Total:</b>					<b>1,377.21</b>

**Vendor: STANTON L RIGGS ATTORNEY AT LAW, LLC**

STANTON L RIGGS ATTORNEY	2024-013	08/01/2024	LEGAL SERVICES	401-6-611-260-000	- 9,201.94
<b>Vendor STANTON L RIGGS ATTORNEY AT LAW, LLC Total:</b>					<b>9,201.94</b>

**Vendor: STATE OF NEW MEXICO**

STATE OF NEW MEXICO	INV0012043	08/08/2024	000454540-MENDOZA	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0012045	08/08/2024	000480470- SANCHEZ	401-2-200-018-000	160.46
STATE OF NEW MEXICO	INV0012046	08/08/2024	000207794- HUERTA	402-2-200-018-000	189.69
STATE OF NEW MEXICO	INV0012047	08/08/2024	000505194- B STEIDER	401-2-200-018-000	381.69
<b>Vendor STATE OF NEW MEXICO Total:</b>					<b>864.76</b>

Expense Approval Register

Packet: APPKT03116 - CHECK RUN 8/9/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: TASCOSA OFFICE MACHINES</b>					
TASCOSA OFFICE MACHINES	499919	08/01/2024	COPY PAPER	670-6-671-230-000	1,718.00
Vendor TASCOSA OFFICE MACHINES Total:					<u>1,718.00</u>
<b>Vendor: TEXAS CHILD SUPPORT SDU</b>					
TEXAS CHILD SUPPORT SDU	INV0012044	08/08/2024	0013625446-COBOS	401-2-200-018-000	327.23
Vendor TEXAS CHILD SUPPORT SDU Total:					<u>327.23</u>
<b>Vendor: THE ROSWELL REFUGE</b>					
THE ROSWELL REFUGE	FY25-1RR	08/07/2024	DWI DISTRIBUTION/ FY 24-2	432-7-761-267-000	2,000.00
Vendor THE ROSWELL REFUGE Total:					<u>2,000.00</u>
<b>Vendor: THE STITCH</b>					
THE STITCH	10473	08/01/2024	UPHOLSTERY REPAIR FOR EQ	402-6-653-221-000	383.74
Vendor THE STITCH Total:					<u>383.74</u>
<b>Vendor: THE WRAPS STUDIO, LLC</b>					
THE WRAPS STUDIO, LLC	2847	08/01/2024	POP UP EVENT BANNER	401-7-751-230-000	318.29
Vendor THE WRAPS STUDIO, LLC Total:					<u>318.29</u>
<b>Vendor: VERIZON COMMUNICATIONS INC.</b>					
VERIZON COMMUNICATIONS	330000062890	08/01/2024	MONTHLY GPS SERVICE	401-6-619-267-000	2,273.69
Vendor VERIZON COMMUNICATIONS INC. Total:					<u>2,273.69</u>
<b>Vendor: VISUAL EDGE IT, INC</b>					
VISUAL EDGE IT, INC	37087551	08/01/2024	ACCT# 37087551	650-6-684-251-000	290.61
VISUAL EDGE IT, INC	37124105	08/01/2024	ACCT# 021-1965747-000	401-6-624-251-000	253.54
VISUAL EDGE IT, INC	37124106	08/01/2024	ACCT# 021-1965751-000	402-6-651-251-000	246.60
VISUAL EDGE IT, INC	37151991	08/05/2024	ACCT# 020-1902961-000	408-8-812-251-000	129.06
Vendor VISUAL EDGE IT, INC Total:					<u>919.81</u>
<b>Vendor: WASTE CONNECTIONS OF N.M.</b>					
WASTE CONNECTIONS OF N.	3984274V830	08/01/2024	ACCT# 5830-688853	452-8-832-267-000	197.38
Vendor WASTE CONNECTIONS OF N.M. Total:					<u>197.38</u>
<b>Grand Total:</b>					<u><u>559,515.06</u></u>



**Fund Summary**

Fund	Expense Amount
401 - GENERAL FUND	214,532.50
402 - ROAD FUND	274,217.02
408 - EAST GRAND PLAINS VOLFIRE	150.49
410 - MIDWAY VOLUNTEER FIRE FND	1,145.15
411 - BERRENDO VOLUNTEER FIRE	175.52
412 - SIERRA VOLUNTEER FIRE FND	4,874.16
414 - CC FIRE DIST #8 VOL FIRE	141.27
427 - INDIGENT HOSPITAL CLAIMS	11,859.26
432 - DWI GRANT FUNDS	15,645.67
435 - CORRECTION GRANTS	2,359.84
437 - ENVIRONMENTAL TAX	3,601.71
452 - FLOOD CONTROL	13,950.14
628 - PROPERTY VALUATION	7,130.55
650 - DETENTION INMATE EXPENSES	8,013.78
670 - INTERNAL SERVICES	1,718.00
<b>Grand Total:</b>	<b>559,515.06</b>

**Account Summary**

Account Number	Account Name	Expense Amount
401-2-200-005-000	GROUP INSURANCE PAY	3,353.71
401-2-200-007-000	MEDICAL INSURANCE PA	155,590.22
401-2-200-018-000	CHILD ENFORCEMENT P	1,002.30
401-2-200-020-000	RETIREE H/C PAYABLE	11,543.57
401-2-200-021-000	VISION CARE PAYABLE	1,593.88
401-2-200-201-000	Delta Dental	2,142.72
401-6-611-260-000	PROFESSIONAL SERVICE	9,201.94
401-6-613-224-000	EMPLOYEE TRAINING	400.00
401-6-613-253-000	DUES & OTHER FEES	150.00
401-6-613-260-000	PROFESSIONAL SERVICE	253.50
401-6-619-260-000	PROFESSIONAL SERVICE	1,500.00
401-6-619-267-000	CONTRACTUAL SERVICES	2,273.69
401-6-619-340-000	TELEPHONE	65.33
401-6-624-251-000	RENTALS	253.54
401-6-625-252-000	PRINTING/PUBLISHING	65.27
401-6-645-268-000	CARE OF PRISONER SER	22,500.00
401-6-691-243-000	HIGHWAY LIGHTS	603.18
401-6-691-341-000	UTILITIES	39.31
401-7-751-230-000	SUPPLIES/TOOLS	708.85
401-7-752-221-000	VEH/HVY EQUIP. REPAIR	582.65
401-7-752-267-000	CONTRACTUAL SERVICES	708.84
402-2-200-005-000	GROUP INSURANCE PAY	800.03
402-2-200-007-000	MEDICAL INSURANCE PA	39,403.56
402-2-200-011-000	MISCELLANEOUS PAYABL	301.54
402-2-200-018-000	CHILD ENFORCEMENT P	189.69
402-2-200-020-000	RETIREE H/C PAYABLE	1,936.56
402-2-200-021-000	VISION CARE PAYABLE	357.50
402-2-200-201-000	DELTA DENTAL	168.13
402-6-651-251-000	RENTALS	246.60
402-6-651-341-000	UTILITIES	68.76
402-6-653-104-000	TEMPORARY SALARIES	1,574.42
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	573.60
402-6-653-223-000	VEHICLE FUELS	15,750.32
402-6-653-230-000	SUPPLIES/TOOLS	3,069.06
402-6-653-290-000	PAVING PROJECTS-COOP	209,777.25
408-8-812-251-000	RENTALS	129.06
408-8-812-341-000	UTILITIES	21.43
410-8-816-249-000	EQUIP MAINT/AGREEME	571.30
410-8-816-341-000	UTILITIES	573.85
411-8-814-341-000	UTILITIES	175.52

**Account Summary**

Account Number	Account Name	Expense Amount
412-8-815-221-000	VEH/HVY EQUIP. REPAIR	4,874.16
414-8-819-341-000	UTILITIES	141.27
427-2-200-005-000	GROUP INSURANCE PAY	78.90
427-2-200-007-000	MEDICAL INSURANCE PA	2,548.78
427-2-200-020-000	RETIREE H/C PAYABLE	122.52
427-2-200-021-000	VISION CARE PAYABLE	27.42
427-2-200-201-000	VOUCHERS PAYABLE	117.28
427-6-638-260-000	PROFESSIONAL SERVICE	1,363.38
427-6-639-270-000	PAYMENT OF HOSPITAL	7,600.98
432-2-200-005-000	GROUP INSURANCE PAY	64.85
432-2-200-007-000	MEDICAL INS. PAYABLE	4,234.93
432-2-200-020-000	RETIREE H/C PAYABLE	114.60
432-2-200-021-000	VISION CARE PAYABLE	52.00
432-2-200-201-000	VOUCHERS PAYABLE	117.28
432-7-761-252-000	PRINTING/PUBLISHING	37.68
432-7-761-267-000	CONTRACTUAL SERVICES	8,524.33
432-7-762-267-000	CONTRACTUAL SERVICES	2,500.00
435-2-200-005-000	GROUP INSURANCE PAY	38.05
435-2-200-007-000	MEDICAL INSURANCE PA	2,106.40
435-2-200-020-000	RETIREE H/C PAYABLE	192.21
435-2-200-021-000	VISION CARE PAYABLE	23.18
437-2-200-005-000	GROUP INSURANCE PAY	41.30
437-2-200-007-000	MEDICAL INSURANCE PA	3,147.06
437-2-200-020-000	RETIREE H/C PAYABLE	73.05
437-2-200-021-000	VISION CARE PAYABLE	27.36
437-2-200-201-000	DELTA DENTAL	78.18
437-6-659-341-000	UTILITIES	234.76
452-2-200-005-000	GROUP INSURANCE PAY	471.43
452-2-200-007-000	MEDICAL INSURANCE PA	12,235.60
452-2-200-020-000	RETIREE H/C PAYABLE	660.04
452-2-200-021-000	VISION CARE PAYABLE	128.88
452-2-200-201-000	VOUCHERS PAYABLE	78.18
452-8-832-230-000	SUPPLIES/TOOLS	148.20
452-8-832-267-000	CONTRACTUAL SERVICES	197.38
452-8-832-341-000	UTILITIES	30.43
628-2-200-005-000	GROUP INSURANCE PAY	98.35
628-2-200-007-000	MEDICAL INSURANCE PA	6,671.04
628-2-200-020-000	RETIREE H/C PAYABLE	140.52
628-2-200-021-000	VISION CARE PAYABLE	64.28
628-2-200-201-000	VOUCHERS PAYABLE	156.36
650-6-684-228-000	TRANSPORT PRISONERS	10.00
650-6-684-230-000	SUPPLIES/TOOLS	7,713.17
650-6-684-251-000	RENTALS	290.61
670-6-671-230-000	SUPPLIES	1,718.00
	<b>Grand Total:</b>	<b>559,515.06</b>



**Project Account Summary**

Project Account Key	Expense Amount
**None**	559,515.06
<b>Grand Total:</b>	<b>559,515.06</b>



# Expense Approval Register

Packet: APPKT03121 - CHECK RUN 8/16/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: B DIAMOND INFRA LLC</b>					
B DIAMOND INFRA LLC	006981	08/01/2024	TOWER RENT / CCSO	401-7-751-251-000	619.03
<b>Vendor B DIAMOND INFRA LLC Total:</b>					<b>619.03</b>
<b>Vendor: BDR PREFERRED HOLDINGS, LLC</b>					
BDR PREFERRED HOLDINGS,	X80206636301	08/12/2024	PARTS	402-6-653-221-000	285.22
BDR PREFERRED HOLDINGS,	X8026636201	08/12/2024	PARTS	402-6-653-221-000	227.38
<b>Vendor BDR PREFERRED HOLDINGS, LLC Total:</b>					<b>512.60</b>
<b>Vendor: BELL GAS INC.</b>					
BELL GAS INC.	40157	08/05/2024	ACCT# 11020	452-8-832-223-000	2,359.79
<b>Vendor BELL GAS INC. Total:</b>					<b>2,359.79</b>
<b>Vendor: BELL GAS INC</b>					
BELL GAS INC	319945	08/12/2024	CUST# 460785	452-8-832-230-000	61.00
<b>Vendor BELL GAS INC Total:</b>					<b>61.00</b>
<b>Vendor: CATERPILLAR FINANCIAL SERVICES</b>					
CATERPILLAR FINANCIAL SER	35734055	08/02/2024	CUST # 2476550	452-8-832-375-000	9,419.95
<b>Vendor CATERPILLAR FINANCIAL SERVICES Total:</b>					<b>9,419.95</b>
<b>Vendor: CHANEL REY</b>					
CHANEL REY	CC026512	08/15/2024	NM COUNTIES 87TH ANNUA	401-7-741-225-000	22.29
CHANEL REY	CC026512	08/15/2024	NM COUNTIES 87TH ANNUA	401-7-741-226-000	208.24
<b>Vendor CHANEL REY Total:</b>					<b>230.53</b>
<b>Vendor: CHAVES SOIL &amp; WATER CONSERVATION</b>					
CHAVES SOIL & WATER CONS	CC026507	08/15/2024	ANNUAL ALLOCATION FY 24-	401-6-672-449-000	2,000.00
CHAVES SOIL & WATER CONS	CC026508	08/15/2024	ANNUAL ALLOCATION FY 24-	401-6-672-449-000	10,000.00
CHAVES SOIL & WATER CONS	CC026509	08/15/2024	NOXIOUS WEED COORDINAT	452-8-832-253-000	5,000.00
<b>Vendor CHAVES SOIL &amp; WATER CONSERVATION Total:</b>					<b>17,000.00</b>
<b>Vendor: CIRCLE F ENTERPRISES,LLC</b>					
CIRCLE F ENTERPRISES,LLC	8012024	08/01/2024	LABOR & MATERIALS FOR GA	402-6-653-257-000	4,291.87
<b>Vendor CIRCLE F ENTERPRISES,LLC Total:</b>					<b>4,291.87</b>
<b>Vendor: CITY OF ROSWELL</b>					
CITY OF ROSWELL	PVRCC2024-QTR4	08/06/2024	ANNUAL ALLOCATION FY 24-	635-6-671-409-000	173,493.28
<b>Vendor CITY OF ROSWELL Total:</b>					<b>173,493.28</b>
<b>Vendor: CONTINENTAL AUTOMATIC DOORS</b>					
CONTINENTAL AUTOMATIC D	13055	08/09/2024	NEW DOOR OPERATOR	401-6-692-257-000	2,725.00
<b>Vendor CONTINENTAL AUTOMATIC DOORS Total:</b>					<b>2,725.00</b>
<b>Vendor: ELIOR INC</b>					
ELIOR INC	INV2000215136	08/05/2024	CUST ID: C1921000	650-6-684-264-000	47,042.53
<b>Vendor ELIOR INC Total:</b>					<b>47,042.53</b>
<b>Vendor: FORREST TIRE OF ROSWELL, NM INC.</b>					
FORREST TIRE OF ROSWELL,	1077094	08/02/2024	REPLACED SENSOR/ UNIT 93	401-7-752-221-000	55.00
FORREST TIRE OF ROSWELL,	1077209	08/07/2024	2 TIRES FOR UNIT 941	401-7-752-221-000	266.78
<b>Vendor FORREST TIRE OF ROSWELL, NM INC. Total:</b>					<b>321.78</b>
<b>Vendor: FULLER PLUMBING SUPPLY</b>					
FULLER PLUMBING SUPPLY	5574555-IN	08/01/2024	FILTERS	401-6-691-230-000	218.70
<b>Vendor FULLER PLUMBING SUPPLY Total:</b>					<b>218.70</b>
<b>Vendor: HOLLYFRONTIER CORP</b>					
HOLLYFRONTIER CORP	204854728	08/14/2024	ASHPALT EMULSION	402-6-653-290-000	16,723.69
<b>Vendor HOLLYFRONTIER CORP Total:</b>					<b>16,723.69</b>
<b>Vendor: INK IMPRESSIONS INC</b>					
INK IMPRESSIONS INC	59893	08/02/2024	SUPPLIES	401-7-721-252-000	372.87

## Expense Approval Register

Packet: APPKT03121 - CHECK RUN 8/16/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: INK IMPRESSIONS INC	59894	08/02/2024	SUPPLIES	401-7-721-252-000	122.71
			Vendor INK IMPRESSIONS INC Total:		495.58
Vendor: ITS QUEST, INC	901956	08/14/2024	TEMP/ SEDILLO	402-6-653-104-000	787.21
			Vendor ITS QUEST, INC Total:		787.21
Vendor: J & H SERVICES INC	7671	08/05/2024	CORN RANCH EWP REPAIR/C	452-8-821-376-000	306,660.23
			Vendor J & H SERVICES INC Total:		306,660.23
Vendor: JARAMILLO ACCOUNTING GROUP LLC	2363	08/01/2024	AUDIT SERVICES/ FY 2024	401-6-619-267-000	10,762.50
			Vendor JARAMILLO ACCOUNTING GROUP LLC Total:		10,762.50
Vendor: KANSAS STATE BANK OF MANHATTAN	56805-8-2024	08/12/2024	ACCT# 3356805	402-6-653-251-000	1,584.93
KANSAS STATE BANK OF MA	57431-8-2024	08/12/2024	ACCT# 3357431	402-6-653-251-000	1,647.40
KANSAS STATE BANK OF MA	59234-8-2024	08/12/2024	ACCT# 3359234	402-6-653-251-000	2,670.85
			Vendor KANSAS STATE BANK OF MANHATTAN Total:		5,903.18
Vendor: KIM CHESSER	CC026496	08/12/2024	TRAVEL REIMB/ CAMP VERD	401-6-611-225-000	157.36
KIM CHESSER	CC026496	08/12/2024	AZ/NM COALITION OF COUN	401-6-611-226-000	682.06
			Vendor KIM CHESSER Total:		839.42
Vendor: KYLEA AMERICE WILLIAMS	CC026497	08/13/2024	YOUTH MEMBER ATTENDEE	631-8-885-260-000	40.00
			Vendor KYLEA AMERICE WILLIAMS Total:		40.00
Vendor: LAS CRUCES MEDICAL CENTER, LLC	CC026510	08/01/2024	ACCT# 808374801	427-6-639-270-000	5,530.33
			Vendor LAS CRUCES MEDICAL CENTER, LLC Total:		5,530.33
Vendor: LOUIS JARAMILLO	CC026498	08/12/2024	WESTERN PLANNER CONF 20	401-6-624-226-000	820.75
			Vendor LOUIS JARAMILLO Total:		820.75
Vendor: MISHA HENTHORN	CC026238-1	08/12/2024	ELECTION DAY	631-8-872-230-000	385.00
MISHA HENTHORN	CC026238-1	08/12/2024	TRAINING	631-8-872-230-000	30.00
			Vendor MISHA HENTHORN Total:		415.00
Vendor: NEW MEXICO GAS COMPANY INC	CC026499	08/05/2024	ACCT# 076846512-0792590-	411-8-814-341-000	29.99
NEW MEXICO GAS COMPAN	CC026500	08/07/2024	ACCT# 077058012-0794705-	410-8-816-341-000	40.99
NEW MEXICO GAS COMPAN	CC026501	08/07/2024	ACCT# 077227312-0796398-	408-8-812-341-000	52.52
NEW MEXICO GAS COMPAN	CC026501	08/07/2024	ACCT# 077227312-1237385-	408-8-812-341-000	33.20
NEW MEXICO GAS COMPAN	CC026502	08/05/2024	ACCT# 077937001-0803495-	411-8-814-341-000	31.51
			Vendor NEW MEXICO GAS COMPANY INC Total:		188.21
Vendor: NEWMEX FUNERAL SERVICES INC	1810-202445	08/12/2024	PERMIT # 5190	427-6-639-296-000	1,000.00
NEWMEX FUNERAL SERVICE	1810-202447	08/12/2024	PERMIT # 5191	427-6-639-296-000	1,000.00
			Vendor NEWMEX FUNERAL SERVICES INC Total:		2,000.00
Vendor: NORTHSTAR PLBG, HEATING & A/C	7017	08/01/2024	REPLACED BROKEN POTENTI	401-6-696-257-000	597.50
			Vendor NORTHSTAR PLBG, HEATING & A/C Total:		597.50
Vendor: OTERO COUNTY DETENTION CENTER	CC026506	08/09/2024	CARE/HOUSING INMATES	650-6-684-268-000	570.00
			Vendor OTERO COUNTY DETENTION CENTER Total:		570.00
Vendor: PORTABLE MICROGRAPHICS, INC.	4021	08/13/2024	DOCUMENT SCANNING	620-7-725-260-000	13,057.48
			Vendor PORTABLE MICROGRAPHICS, INC. Total:		13,057.48
Vendor: REGIONAL IMAGING ENM, LLC	CC026511	08/13/2024	ACCT# 16000600	427-6-639-270-000	36.36

## Expense Approval Register

Packet: APPKT03121 - CHECK RUN 8/16/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
REGIONAL IMAGING ENM, LL	CC026512	08/13/2024	ACCT# 16000600	427-6-639-270-000	10.36
Vendor REGIONAL IMAGING ENM, LLC Total:					46.72
<b>Vendor: ROOSEVELT COUNTY</b>					
ROOSEVELT COUNTY	109	08/05/2024	CARE/ HOUSING FOR INMAT	650-6-684-268-000	3,875.00
Vendor ROOSEVELT COUNTY Total:					3,875.00
<b>Vendor: ROSWELL CLINIC CORP</b>					
ROSWELL CLINIC CORP	CC026503	08/12/2024	ACCT# 1794477V1610	427-6-639-270-000	130.36
ROSWELL CLINIC CORP	CC026504	08/12/2024	ACCT# 1793776V1610	427-6-639-270-000	104.57
Vendor ROSWELL CLINIC CORP Total:					234.93
<b>Vendor: ROSWELL DAILY RECORD</b>					
ROSWELL DAILY RECORD	00299857	08/09/2024	LEGAL AD# 00299857	401-6-632-252-000	37.68
Vendor ROSWELL DAILY RECORD Total:					37.68
<b>Vendor: SAN JUAN COUNTY</b>					
SAN JUAN COUNTY	001-13	08/07/2024	JUVIE INMATE HOUSING	401-6-645-268-000	8,250.00
Vendor SAN JUAN COUNTY Total:					8,250.00
<b>Vendor: SECURITY TRANSPORT SERVICES INC</b>					
SECURITY TRANSPORT SERVI	5133	08/01/2024	TRANSPORT DALLAS TO CCD	650-6-684-228-000	1,733.52
SECURITY TRANSPORT SERVI	5188	08/06/2024	TRANSPORT/ LAS ANGELES T	650-6-684-228-000	2,910.26
SECURITY TRANSPORT SERVI	5226	08/13/2024	TRANSPORT/ HUERFANO CO	650-6-684-228-000	1,351.24
SECURITY TRANSPORT SERVI	5227	08/13/2024	TRANSPORT/ HARRIS CO TO	650-6-684-228-000	2,241.05
Vendor SECURITY TRANSPORT SERVICES INC Total:					8,236.07
<b>Vendor: STARR JANITORIAL INC.</b>					
STARR JANITORIAL INC.	95709	08/05/2024	SUPPLIES	402-6-653-230-000	192.66
STARR JANITORIAL INC.	95710	08/05/2024	SUPPLIES	401-6-691-230-000	162.38
STARR JANITORIAL INC.	95711	08/05/2024	SUPPLIES	401-6-691-230-000	8.02
STARR JANITORIAL INC.	95757	08/08/2024	SUPPLIES	401-6-691-230-000	65.66
STARR JANITORIAL INC.	95777	08/12/2024	SUPPLIES	401-6-691-230-000	46.86
STARR JANITORIAL INC.	95782	08/12/2024	SUPPLIES	650-6-684-230-000	4,311.71
Vendor STARR JANITORIAL INC. Total:					4,787.29
<b>Vendor: VISUAL EDGE IT, INC</b>					
VISUAL EDGE IT, INC	37174900	08/07/2024	ACCT# 020-1889587-000	401-7-751-375-000	764.64
VISUAL EDGE IT, INC	37185839	08/08/2024	ACCT# 017-1663050-000	650-6-684-251-000	491.81
VISUAL EDGE IT, INC	37213687	08/13/2024	ACCT# 025-1906606-000	620-7-725-375-000	271.09
VISUAL EDGE IT, INC	37220713	08/14/2024	ACCT# 019-1836197-000	408-8-812-251-000	69.98
VISUAL EDGE IT, INC	37220715	08/14/2024	ACCT# 020-1897092-000	413-8-818-251-000	51.29
VISUAL EDGE IT, INC	37220716	08/14/2024	ACCT# 018-1768631-000	620-7-725-375-000	494.04
VISUAL EDGE IT, INC	37220718	08/14/2024	ACCT# 025-1768633-000	411-8-814-251-000	181.80
VISUAL EDGE IT, INC	37226201	08/15/2024	ACCT# 016-1579071-000	432-7-761-251-000	206.82
Vendor VISUAL EDGE IT, INC Total:					2,531.47
<b>Vendor: WESLEY H. DANIEL</b>					
WESLEY H. DANIEL	830264	08/14/2024	PREP/ PAINT AND REPLACED	401-6-692-257-000	1,647.43
Vendor WESLEY H. DANIEL Total:					1,647.43
<b>Vendor: WEX BANK</b>					
WEX BANK	CC026505	08/01/2024	ACCT# 0496-00-237636-6	401-7-752-223-000	2,071.43
Vendor WEX BANK Total:					2,071.43
Grand Total:					655,405.16

## Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	42,684.89
402 - ROAD FUND	28,411.21
408 - EAST GRAND PLAINS VOLFIRE	155.70
410 - MIDWAY VOLUNTEER FIRE FND	40.99
411 - BERRENDO VOLUNTEER FIRE	243.30
413 - RIO FELIX VOLUNTEER FIRE	51.29
427 - INDIGENT HOSPITAL CLAIMS	7,811.98
432 - DWI GRANT FUNDS	206.82
452 - FLOOD CONTROL	323,500.97
620 - CLERK RECORDING & FILING	13,822.61
631 - OTHER GRANTS & CONTRACTS	455.00
635 - EMERGENCY/CAPITAL OUTLAY	173,493.28
650 - DETENTION INMATE EXPENSES	64,527.12
<b>Grand Total:</b>	<b>655,405.16</b>

## Account Summary

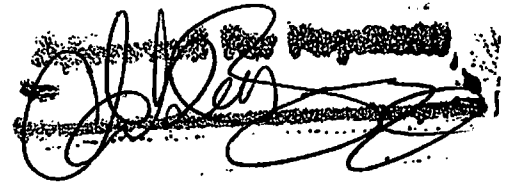
Account Number	Account Name	Expense Amount
401-6-611-225-000	PER DIEM EXPENSE	157.36
401-6-611-226-000	MILEAGE REIMBURSEME	682.06
401-6-619-267-000	CONTRACTUAL SERVICES	10,762.50
401-6-624-226-000	MILEAGE REIMBURSEME	820.75
401-6-632-252-000	PRINTING/PUBLISHING	37.68
401-6-645-268-000	CARE OF PRISONER SER	8,250.00
401-6-672-449-000	CHAVES S&WCD NOXIO	12,000.00
401-6-691-230-000	SUPPLIES/TOOLS	501.62
401-6-692-257-000	FACILITY MAINTENANCE	4,372.43
401-6-696-257-000	FACILITY MAINT/REPAIR	597.50
401-7-721-252-000	PRINTING/PUBLISHING	495.58
401-7-741-225-000	PER DIEM EXPENSE	22.29
401-7-741-226-000	MILEAGE REIMBURSEME	208.24
401-7-751-251-000	RENTALS	619.03
401-7-751-375-000	LEASE PURCHASE	764.64
401-7-752-221-000	VEH/HVY EQUIP. REPAIR	321.78
401-7-752-223-000	VEHICLE FUELS	2,071.43
402-6-653-104-000	TEMPORARY SALARIES	787.21
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	512.60
402-6-653-230-000	SUPPLIES/TOOLS	192.66
402-6-653-251-000	RENTALS	5,903.18
402-6-653-257-000	FACILITY MAINTENANCE	4,291.87
402-6-653-290-000	PAVING PROJECTS-COOP	16,723.69
408-8-812-251-000	RENTALS	69.98
408-8-812-341-000	UTILITIES	85.72
410-8-816-341-000	UTILITIES	40.99
411-8-814-251-000	RENTALS	181.80
411-8-814-341-000	UTILITIES	61.50
413-8-818-251-000	RENTALS	51.29
427-6-639-270-000	PAYMENT OF HOSPITAL	5,811.98
427-6-639-296-000	INDIGENT BURIAL	2,000.00
432-7-761-251-000	RENTALS	206.82
452-8-821-376-000	BUILDINGS & CONSTRU	306,660.23
452-8-832-223-000	VEHICLE FUELS	2,359.79
452-8-832-230-000	SUPPLIES/TOOLS	61.00
452-8-832-253-000	DUES & OTHER FEES	5,000.00
452-8-832-375-000	LEASE PURCHASE	9,419.95
620-7-725-260-000	PROFESSIONAL SERVICE	13,057.48
620-7-725-375-000	LEASE PURCHASES	765.13
631-8-872-230-000	2024 EAC Fund	415.00
631-8-885-260-000	PROFESSIONAL SERVICE	40.00
635-6-671-409-000	CITY OF ROSWELL SPECI	173,493.28

**Account Summary**

Account Number	Account Name	Expense Amount
650-6-684-228-000	TRANSPORT PRISONERS	8,236.07
650-6-684-230-000	SUPPLIES/TOOLS	4,311.71
650-6-684-251-000	RENTALS	491.81
650-6-684-264-000	FEEDING OF PRISONERS	47,042.53
650-6-684-268-000	HOUSING OF PRISONERS	4,445.00
	<b>Grand Total:</b>	<b>655,405.16</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	655,405.16
<b>Grand Total:</b>	<b>655,405.16</b>

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



Chaves County, NM

# Expense Approval Register

Account: APPKT03127 - XCEL ACH PMTS 8/21/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: SOUTHWESTERN PUBLIC SERVICE CO</b>					
SOUTHWESTERN PUBLIC SER	CC026524	08/15/2024	ACCT# 54-3949471-2	650-6-684-341-000	11,571.00
SOUTHWESTERN PUBLIC SER	CC026525	08/16/2024	ACCT# 54-3943737-1	401-6-691-243-000	36.86
SOUTHWESTERN PUBLIC SER	CC026526	08/15/2024	ACCT# 54-3943798-4	401-6-691-243-000	55.49
SOUTHWESTERN PUBLIC SER	CC026527	08/12/2024	ACCT# 54-1632663-1	401-6-619-341-000	48.12
SOUTHWESTERN PUBLIC SER	CC026527	08/12/2024	ACCT# 54-1632663-1	401-6-691-341-000	431.67
SOUTHWESTERN PUBLIC SER	CC026527	08/12/2024	ACCT# 54-1632663-1	401-6-691-341-000	45.98
SOUTHWESTERN PUBLIC SER	CC026527	08/12/2024	ACCT# 54-1632663-1	401-6-699-341-000	250.98
SOUTHWESTERN PUBLIC SER	CC026527	08/12/2024	ACCT# 54-1632663-1	401-6-699-341-000	33.40
SOUTHWESTERN PUBLIC SER	CC026527	08/12/2024	ACCT# 54-1632663-1	401-6-699-341-000	532.67
SOUTHWESTERN PUBLIC SER	CC026527	08/12/2024	ACCT# 54-1632663-1	401-6-699-341-000	316.22
SOUTHWESTERN PUBLIC SER	CC026527	08/12/2024	ACCT# 54-1632663-1	401-6-699-341-000	552.10
SOUTHWESTERN PUBLIC SER	CC026527	08/12/2024	ACCT# 54-1632663-1	401-6-699-341-000	254.84
SOUTHWESTERN PUBLIC SER	CC026527	08/12/2024	ACCT# 54-1632663-1	437-6-659-341-000	64.92
SOUTHWESTERN PUBLIC SER	CC026528	08/09/2024	ACCT# 54-3943804-3	401-6-693-341-000	1,711.48
SOUTHWESTERN PUBLIC SER	CC026529	08/14/2024	ACCT# 54-3943719-9	401-6-691-243-000	72.67
SOUTHWESTERN PUBLIC SER	CC026530	08/12/2024	ACCT# 54-3943824-7	401-6-619-340-000	6,945.26
SOUTHWESTERN PUBLIC SER	CC026531	08/15/2024	ACCT# 54-3949465-4	402-6-651-341-000	1,029.26
SOUTHWESTERN PUBLIC SER	CC026532	08/14/2024	ACCT# 54-3943725-7	408-8-812-341-000	220.80
SOUTHWESTERN PUBLIC SER	CC026532	08/14/2024	ACCT# 54-7497040-6	408-8-812-341-000	159.72
SOUTHWESTERN PUBLIC SER	CC026533	08/08/2024	ACCT# 54-3949473-4	411-8-814-341-000	242.67
SOUTHWESTERN PUBLIC SER	CC026534	08/14/2024	ACCT# 54-1797003-1	401-6-691-243-000	94.58
<b>Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:</b>					<b>24,670.69</b>
<b>Grand Total:</b>					<b>24,670.69</b>



**Fund Summary**

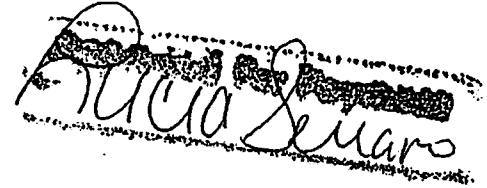
Fund	Expense Amount
401 - GENERAL FUND	11,382.32
402 - ROAD FUND	1,029.26
408 - EAST GRAND PLAINS VOLFIRE	380.52
411 - BERRENDO VOLUNTEER FIRE	242.67
437 - ENVIRONMENTAL TAX	64.92
650 - DETENTION INMATE EXPENSES	<u>11,571.00</u>
<b>Grand Total:</b>	<b>24,670.69</b>

**Account Summary**

Account Number	Account Name	Expense Amount
401-6-619-340-000	TELEPHONE	6,945.26
401-6-619-341-000	UTILITIES	48.12
401-6-691-243-000	HIGHWAY LIGHTS	259.60
401-6-691-341-000	UTILITIES	477.65
401-6-693-341-000	UTILITIES	1,711.48
401-6-699-341-000	UTILITIES	1,940.21
402-6-651-341-000	UTILITIES	1,029.26
408-8-812-341-000	UTILITIES	380.52
411-8-814-341-000	UTILITIES	242.67
437-6-659-341-000	UTILITIES	64.92
650-6-684-341-000	UTILITIES	<u>11,571.00</u>
<b>Grand Total:</b>		<b>24,670.69</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	<u>24,670.69</u>
<b>Grand Total:</b>	<b>24,670.69</b>



Alicia Serrano



Chaves County, NM

# Expense Approval Register

Packet: APPKT03129 - CHECK RUN 8/23/24

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: ALTON'S POWER BLOCK GYM INC</b>					
ALTON'S POWER BLOCK GYM	INV0012071	08/22/2024	ALTON'S POWER BLOCK GYM	401-2-200-024-000	32.32
ALTON'S POWER BLOCK GYM	INV0012071	08/22/2024	ALTON'S POWER BLOCK GYM	402-2-200-024-000	26.95
<b>Vendor ALTON'S POWER BLOCK GYM INC Total:</b>					<b>59.27</b>
<b>Vendor: ARTESIA FORD SALES, INC.</b>					
ARTESIA FORD SALES, INC.	208881	08/01/2024	UNIT 968 REPAIRS/ SHERIFFS	401-7-752-221-000	489.80
ARTESIA FORD SALES, INC.	PCCP-705751	08/01/2024	PARTS FOR UNIT 968/ SHERIF	401-7-752-221-000	216.50
<b>Vendor ARTESIA FORD SALES, INC. Total:</b>					<b>706.30</b>
<b>Vendor: ASPEN OF NEW MEXICO</b>					
ASPEN OF NEW MEXICO	CCDC-2ASPEN	08/16/2024	ASPEN CLASS FOR CCDC	650-6-684-260-000	1,250.00
<b>Vendor ASPEN OF NEW MEXICO Total:</b>					<b>1,250.00</b>
<b>Vendor: BELL GAS INC.</b>					
BELL GAS INC.	40283	08/14/2024	ACCT# 11020	452-8-832-223-000	4,451.93
<b>Vendor BELL GAS INC. Total:</b>					<b>4,451.93</b>
<b>Vendor: BELL GAS INC</b>					
BELL GAS INC	320178	08/21/2024	ACCT# 460785	452-8-832-230-000	53.00
<b>Vendor BELL GAS INC Total:</b>					<b>53.00</b>
<b>Vendor: BOB REED PEST CONTROL INC</b>					
BOB REED PEST CONTROL IN	20536003	08/16/2024	PEST CONTROL SERVICES	401-6-692-267-000	453.16
<b>Vendor BOB REED PEST CONTROL INC Total:</b>					<b>453.16</b>
<b>Vendor: CHAVES COUNTY CASA</b>					
CHAVES COUNTY CASA	FY25-1GS	08/19/2024	JJAC/ FY 24-25	631-8-885-267-000	3,000.00
CHAVES COUNTY CASA	FY25-1YA	08/19/2024	JJAC/ FY 24-25	631-8-885-267-000	5,050.00
<b>Vendor CHAVES COUNTY CASA Total:</b>					<b>8,050.00</b>
<b>Vendor: COALITION OF AZ/NM COUNTIES</b>					
COALITION OF AZ/NM COUN	661	08/14/2024	2024 COUNTY ANNUAL DUE	401-6-611-253-000	2,600.00
<b>Vendor COALITION OF AZ/NM COUNTIES Total:</b>					<b>2,600.00</b>
<b>Vendor: COLONIAL LIFE &amp; ACCIDENT CO</b>					
COLONIAL LIFE & ACCIDENT	INV0012074	08/22/2024	COLONIAL LIFE PAYABLE	401-2-200-016-000	1,465.03
COLONIAL LIFE & ACCIDENT	INV0012074	08/22/2024	COLONIAL LIFE PAYABLE	402-2-200-016-000	395.91
COLONIAL LIFE & ACCIDENT	INV0012074	08/22/2024	COLONIAL LIFE PAYABLE	427-2-200-016-000	86.76
COLONIAL LIFE & ACCIDENT	INV0012074	08/22/2024	COLONIAL LIFE PAYABLE	432-2-200-016-000	61.40
COLONIAL LIFE & ACCIDENT	INV0012074	08/22/2024	COLONIAL LIFE PAYABLE	435-2-200-016-000	25.21
COLONIAL LIFE & ACCIDENT	INV0012074	08/22/2024	COLONIAL LIFE PAYABLE	452-2-200-016-000	306.62
<b>Vendor COLONIAL LIFE &amp; ACCIDENT CO Total:</b>					<b>2,340.93</b>
<b>Vendor: COUNTY OF LINCOLN</b>					
COUNTY OF LINCOLN	CC026536	08/01/2024	INMATE HOUSING	650-6-684-268-000	432.00
<b>Vendor COUNTY OF LINCOLN Total:</b>					<b>432.00</b>
<b>Vendor: DEERE CREDIT, INC</b>					
DEERE CREDIT, INC	2939837	08/07/2024	ACCT# 030-0074601-000	402-6-653-251-000	3,703.30
<b>Vendor DEERE CREDIT, INC Total:</b>					<b>3,703.30</b>
<b>Vendor: DONA ANA COUNTY</b>					
DONA ANA COUNTY	CINV00000256	08/16/2024	JUVIE INMATE HOUSING	401-6-645-268-000	28,000.00
<b>Vendor DONA ANA COUNTY Total:</b>					<b>28,000.00</b>
<b>Vendor: EASTERN NM MEDICAL CENTER</b>					
EASTERN NM MEDICAL CENT	CC026521	08/19/2024	ACCT# VAX09755	427-6-639-270-000	4,982.09
<b>Vendor EASTERN NM MEDICAL CENTER Total:</b>					<b>4,982.09</b>
<b>Vendor: FABER &amp; BRAND LLC</b>					
FABER & BRAND LLC	INV0012083	08/22/2024	GARNISHMENT FOR JIL BARR	402-2-200-011-000	301.54
<b>Vendor FABER &amp; BRAND LLC Total:</b>					<b>301.54</b>

Expense Approval Register

Packet: APPKT03129 - CHECK RUN 8/23/24

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: J &amp; H SERVICES INC</b>					
J & H SERVICES INC	7676	08/05/2024	CORN RANCH EWP REPAIR	452-8-821-376-000	17,534.68
<b>Vendor J &amp; H SERVICES INC Total:</b>					<b>17,534.68</b>
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>					
NEW MEXICO GAS COMPAN	CC026512	08/12/2024	ACCT# 115435453-0797988-	401-6-699-341-000	31.87
NEW MEXICO GAS COMPAN	CC026513	08/13/2024	ACCT# 077702112-0801146-	402-6-651-341-000	35.98
NEW MEXICO GAS COMPAN	CC026514	08/13/2024	ACCT# 077726812-0801393-	412-8-815-341-000	34.44
NEW MEXICO GAS COMPAN	CC026515	08/12/2024	ACCT# 077991703-0797981-	401-6-691-341-000	33.02
NEW MEXICO GAS COMPAN	CC026516	08/12/2024	ACCT# 077991703-0797982-	401-6-691-341-000	31.87
NEW MEXICO GAS COMPAN	CC026516	08/12/2024	ACCT# 077991703-0797983-	401-6-691-341-000	31.51
NEW MEXICO GAS COMPAN	CC026517	08/12/2024	ACCT# 077991703-0804041-	401-6-691-341-000	31.51
NEW MEXICO GAS COMPAN	CC026518	08/13/2024	ACCT# 078156501-0805690-	650-6-684-341-000	654.71
NEW MEXICO GAS COMPAN	CC026519	08/12/2024	ACCT# 115435453-1201470-	401-6-619-340-000	73.25
NEW MEXICO GAS COMPAN	CC026520	08/12/2024	ACCT# 115435453-1203867-	401-6-619-340-000	31.51
<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>					<b>989.67</b>
<b>Vendor: NEW YORK LIFE INSURANCE</b>					
NEW YORK LIFE INSURANCE	INV0012079	08/22/2024	NEW YORK LIFE	401-2-200-015-000	879.17
NEW YORK LIFE INSURANCE	INV0012079	08/22/2024	NEW YORK LIFE	402-2-200-015-000	466.53
NEW YORK LIFE INSURANCE	INV0012079	08/22/2024	NEW YORK LIFE	427-2-200-015-000	171.02
NEW YORK LIFE INSURANCE	INV0012079	08/22/2024	NEW YORK LIFE	432-2-200-015-000	27.17
NEW YORK LIFE INSURANCE	INV0012079	08/22/2024	NEW YORK LIFE	435-2-200-015-000	19.53
NEW YORK LIFE INSURANCE	INV0012079	08/22/2024	NEW YORK LIFE	437-2-200-015-000	67.70
NEW YORK LIFE INSURANCE	INV0012079	08/22/2024	NEW YORK LIFE	452-2-200-015-000	79.64
<b>Vendor NEW YORK LIFE INSURANCE Total:</b>					<b>1,710.76</b>
<b>Vendor: NEWMEX FUNERAL SERVICES INC</b>					
NEWMEX FUNERAL SERVICE	1810-202449	08/16/2024	PERMIT # 5195	427-6-639-296-000	1,000.00
<b>Vendor NEWMEX FUNERAL SERVICES INC Total:</b>					<b>1,000.00</b>
<b>Vendor: NM RETIREE HEALTH CARE AUTHORITY</b>					
NM RETIREE HEALTH CARE A	INV0012081	08/22/2024	NM RETIREE HEALTH CARE P	401-2-200-020-000	8,086.04
NM RETIREE HEALTH CARE A	INV0012081	08/22/2024	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,947.20
NM RETIREE HEALTH CARE A	INV0012081	08/22/2024	NM RETIREE HEALTH CARE P	427-2-200-020-000	122.52
NM RETIREE HEALTH CARE A	INV0012081	08/22/2024	NM RETIREE HEALTH CARE P	432-2-200-020-000	114.60
NM RETIREE HEALTH CARE A	INV0012081	08/22/2024	NM RETIREE HEALTH CARE P	435-2-200-020-000	186.92
NM RETIREE HEALTH CARE A	INV0012081	08/22/2024	NM RETIREE HEALTH CARE P	437-2-200-020-000	82.49
NM RETIREE HEALTH CARE A	INV0012081	08/22/2024	NM RETIREE HEALTH CARE P	452-2-200-020-000	660.04
NM RETIREE HEALTH CARE A	INV0012081	08/22/2024	NM RETIREE HEALTH CARE P	628-2-200-020-000	114.35
NM RETIREE HEALTH CARE A	INV0012082	08/22/2024	NM Retiree HealthCare Law	401-2-200-020-000	3,475.25
NM RETIREE HEALTH CARE A	INV0012093	08/22/2024	NM Retiree HealthCare Law	401-2-200-020-000	1.67
NM RETIREE HEALTH CARE A	INV0012096	08/20/2024	NM Retiree HealthCare Law	401-2-200-020-000	11.69
<b>Vendor NM RETIREE HEALTH CARE AUTHORITY Total:</b>					<b>14,802.77</b>
<b>Vendor: OLIVE TREE INVESTMENTS, LLC</b>					
OLIVE TREE INVESTMENTS, L	CC026537	08/20/2024	110 E MESCALERO RD	635-6-682-375-000	15,000.00
<b>Vendor OLIVE TREE INVESTMENTS, LLC Total:</b>					<b>15,000.00</b>
<b>Vendor: PRE-PAID LEGAL SERVICES INC</b>					
PRE-PAID LEGAL SERVICES IN	INV0012069	08/22/2024	LEGAL SHIELD PAYABLE	401-2-200-022-000	152.50
PRE-PAID LEGAL SERVICES IN	INV0012069	08/22/2024	LEGAL SHIELD PAYABLE	402-2-200-022-000	114.65
PRE-PAID LEGAL SERVICES IN	INV0012069	08/22/2024	LEGAL SHIELD PAYABLE	427-2-200-022-000	33.90
PRE-PAID LEGAL SERVICES IN	INV0012069	08/22/2024	LEGAL SHIELD PAYABLE	452-2-200-022-000	82.75
PRE-PAID LEGAL SERVICES IN	INV0012069	08/22/2024	LEGAL SHIELD PAYABLE	628-2-200-022-000	33.90
<b>Vendor PRE-PAID LEGAL SERVICES INC Total:</b>					<b>417.70</b>
<b>Vendor: ROSWELL CHAMBER OF COMMERCE</b>					
ROSWELL CHAMBER OF CO	1224433	08/19/2024	LEADERSHIP ROSWELL 2025	401-7-741-224-000	1,000.00
ROSWELL CHAMBER OF CO	1224434	08/19/2024	BRISCO, MICHAEL/ LEADERS	401-6-641-224-000	1,000.00
ROSWELL CHAMBER OF CO	1224435	08/19/2024	HARRIS, COTYES/ LEADERSHI	401-6-631-224-000	1,000.00
<b>Vendor ROSWELL CHAMBER OF COMMERCE Total:</b>					<b>3,000.00</b>

Expense Approval Register

Packet: APPKT03129 - CHECK RUN 8/23/24

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: ROSWELL CLINIC CORP</b>					
ROSWELL CLINIC CORP	CC026522	08/20/2024	ACCT# 1798928V1610	427-6-639-270-000	79.98
					<u>79.98</u>
					Vendor ROSWELL CLINIC CORP Total:
<b>Vendor: STARR JANITORIAL INC.</b>					
STARR JANITORIAL INC.	95856	08/15/2024	SUPPLIES	650-6-684-230-000	390.20
STARR JANITORIAL INC.	95867	08/19/2024	SUPPLIES	650-6-684-230-000	1,453.40
					<u>1,843.60</u>
					Vendor STARR JANITORIAL INC. Total:
<b>Vendor: STATE OF NEW MEXICO</b>					
STATE OF NEW MEXICO	INV0012072	08/22/2024	000454540-MENDOZA	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0012075	08/22/2024	000480470- SANCHEZ	401-2-200-018-000	160.46
STATE OF NEW MEXICO	INV0012076	08/22/2024	000207794- HUERTA	402-2-200-018-000	189.69
STATE OF NEW MEXICO	INV0012077	08/22/2024	000505194- B STEIDER	401-2-200-018-000	381.69
					<u>864.76</u>
					Vendor STATE OF NEW MEXICO Total:
<b>Vendor: STATE OF NM DEPART OF PUBLIC SAFETY</b>					
STATE OF NM DEPART OF PU	8-6-24	08/16/2024	PURCHASE 3 USED VEHICLES	401-7-752-372-000	21,000.00
					<u>21,000.00</u>
					Vendor STATE OF NM DEPART OF PUBLIC SAFETY Total:
<b>Vendor: TAKKT FOOD SERVICES</b>					
TAKKT FOOD SERVICES	704593	08/01/2024	KITCHEN EQUIPMENT	650-6-684-371-000	16,532.40
TAKKT FOOD SERVICES	704594	08/01/2024	KITCHEN EQUIPMENT	650-6-684-371-000	5,376.60
TAKKT FOOD SERVICES	733409	08/01/2024	KITCHEN EQUIPMENT	650-6-684-371-000	17,840.09
					<u>39,749.09</u>
					Vendor TAKKT FOOD SERVICES Total:
<b>Vendor: TASCOSA OFFICE MACHINES</b>					
TASCOSA OFFICE MACHINES	507116	08/15/2024	Office Furniture	620-7-725-370-000	5,100.00
					<u>5,100.00</u>
					Vendor TASCOSA OFFICE MACHINES Total:
<b>Vendor: TEXAS CHILD SUPPORT SDU</b>					
TEXAS CHILD SUPPORT SDU	INV0012073	08/22/2024	0013625446-COBOS	401-2-200-018-000	327.23
					<u>327.23</u>
					Vendor TEXAS CHILD SUPPORT SDU Total:
<b>Vendor: TOWN OF HAGERMAN</b>					
TOWN OF HAGERMAN	CC026535	08/20/2024	ACCT# 670	401-7-751-341-000	82.88
					<u>82.88</u>
					Vendor TOWN OF HAGERMAN Total:
<b>Vendor: TRACKER PRODUCTS LLC</b>					
TRACKER PRODUCTS LLC	TPINV-004550	08/05/2024	TRACKER SYSTEM FOR EVIDE	401-7-751-249-000	5,312.70
					<u>5,312.70</u>
					Vendor TRACKER PRODUCTS LLC Total:
<b>Vendor: UNITED WAY OF CHAVES COUNTY</b>					
UNITED WAY OF CHAVES CO	INV0012068	08/22/2024	UNITED WAY PAYABLE	401-2-200-010-000	24.00
UNITED WAY OF CHAVES CO	INV0012068	08/22/2024	UNITED WAY PAYABLE	402-2-200-010-000	25.00
					<u>49.00</u>
					Vendor UNITED WAY OF CHAVES COUNTY Total:
<b>Vendor: UNM HOSPITAL</b>					
UNM HOSPITAL	CC026523	08/01/2024	ACCT# 4533158	427-6-639-270-000	1,435.54
					<u>1,435.54</u>
					Vendor UNM HOSPITAL Total:
<b>Vendor: VISUAL EDGE IT, INC</b>					
VISUAL EDGE IT, INC	24AR2005322	08/19/2024	ACCT# BMK-CC81/ DWI	432-7-761-251-000	16.98
VISUAL EDGE IT, INC	37174899	08/07/2024	ACCT# 020-1889211-000	650-6-684-251-000	254.88
VISUAL EDGE IT, INC	37201942	08/12/2024	ACCT# 020-1919363-000	401-6-631-251-000	141.42
VISUAL EDGE IT, INC	37220712	08/14/2024	ACCT# 019-1836196-000	401-7-731-375-000	43.50
VISUAL EDGE IT, INC	37220714	08/14/2024	ACCT# 020-1854206-00	401-7-741-375-000	247.16
VISUAL EDGE IT, INC	37220717	08/14/2024	ACCT# 025-1768632-000 Co	401-6-611-230-000	85.31
VISUAL EDGE IT, INC	37220717	08/14/2024	ACCT# 025-1768632-000 HR	401-6-613-230-000	85.31
VISUAL EDGE IT, INC	37220717	08/14/2024	ACCT# 025-1768632-000 Saf	401-6-614-230-000	85.32
VISUAL EDGE IT, INC	37220717	08/14/2024	ACCT# 025-1768632-000 Pu	401-6-621-230-000	85.31
VISUAL EDGE IT, INC	37220719	08/14/2024	ACCT# 025-1768634-000	401-6-691-375-000	206.98
VISUAL EDGE IT, INC	37220720	08/14/2024	ACCT# 025-1777394-000	650-6-684-251-000	174.57
VISUAL EDGE IT, INC	37228710	08/15/2024	ACCT# 016-1560570-000	452-8-832-251-000	294.31
VISUAL EDGE IT, INC	37260960	08/20/2024	ACCT# 021-3060382-000	620-7-725-375-000	153.45
					<u>1,874.50</u>
					Vendor VISUAL EDGE IT, INC Total:
					<u>189,558.38</u>
					Grand Total:

## Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	77,529.86
402 - ROAD FUND	7,206.75
412 - SIERRA VOLUNTEER FIRE FND	34.44
427 - INDIGENT HOSPITAL CLAIMS	7,911.81
432 - DWI GRANT FUNDS	220.15
435 - CORRECTION GRANTS	231.66
437 - ENVIRONMENTAL TAX	150.19
452 - FLOOD CONTROL	23,462.97
620 - CLERK RECORDING & FILING	5,253.45
628 - PROPERTY VALUATION	148.25
631 - OTHER GRANTS & CONTRACTS	8,050.00
635 - EMERGENCY/CAPITAL OUTLAY	15,000.00
650 - DETENTION INMATE EXPENSES	44,358.85
<b>Grand Total:</b>	<b>189,558.38</b>

## Account Summary

Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	24.00
401-2-200-015-000	NEW YORK LIFE INSURA	879.17
401-2-200-016-000	GLOBE LIFE PAYABLE	1,465.03
401-2-200-018-000	CHILD ENFORCEMENT P	1,002.30
401-2-200-020-000	RETIREE H/C PAYABLE	11,574.65
401-2-200-022-000	PRE-PAID LEGAL PAYABL	152.50
401-2-200-024-000	ALTONS POWER BLOCK	32.32
401-6-611-230-000	SUPPLIES/TOOLS	85.31
401-6-611-253-000	DUES & OTHER FEES	2,600.00
401-6-613-230-000	SUPPLIES/TOOLS	85.31
401-6-614-230-000	SUPPLIES/TOOLS	85.32
401-6-619-340-000	TELEPHONE	104.76
401-6-621-230-000	SUPPLIES/TOOLS	85.31
401-6-631-224-000	EMPLOYEE TRAINING	1,000.00
401-6-631-251-000	RENTALS	141.42
401-6-641-224-000	EMPLOYEE TRAINING	1,000.00
401-6-645-268-000	CARE OF PRISONER SER	28,000.00
401-6-691-341-000	UTILITIES	127.91
401-6-691-375-000	LEASE PURCHASE	206.98
401-6-692-267-000	CONTRACTUAL SERVICES	453.16
401-6-699-341-000	UTILITIES	31.87
401-7-731-375-000	LEASE PURCHASE	43.50
401-7-741-224-000	EMPLOYEE TRAINING	1,000.00
401-7-741-375-000	LEASE PURCHASES	247.16
401-7-751-249-000	EQUIP MAINT/AGREEME	5,312.70
401-7-751-341-000	UTILITIES	82.88
401-7-752-221-000	VEH/HVY EQUIP. REPAIR	706.30
401-7-752-372-000	VEHCILES	21,000.00
402-2-200-010-000	UNITED WAY PAYABLE	25.00
402-2-200-011-000	MISCELLANEOUS PAYABL	301.54
402-2-200-015-000	NEW YORK LIFE INSURA	466.53
402-2-200-016-000	GLOBE LIFE PAYABLE	395.91
402-2-200-018-000	CHILD ENFORCEMENT P	189.69
402-2-200-020-000	RETIREE H/C PAYABLE	1,947.20
402-2-200-022-000	PRE-PAID LEGAL PAYABL	114.65
402-2-200-024-000	ALTONS POWER BLOCK	26.95
402-6-651-341-000	UTILITIES	35.98
402-6-653-251-000	RENTALS	3,703.30
412-8-815-341-000	UTILITIES	34.44
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	122.52

**Account Summary**

Account Number	Account Name	Expense Amount
427-2-200-022-000	PRE-PAID LEGAL PAYABL	33.90
427-6-639-270-000	PAYMENT OF HOSPITAL	6,497.61
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	114.60
432-7-761-251-000	RENTALS	16.98
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	186.92
437-2-200-015-000	NEW YORK LIFE INSURA	67.70
437-2-200-020-000	RETIREE H/C PAYABLE	82.49
452-2-200-015-000	NEW YORK LIFE INSURA	79.64
452-2-200-016-000	GLOBE LIFE PAYABLE	306.62
452-2-200-020-000	RETIREE H/C PAYABLE	660.04
452-2-200-022-000	PRE-PAID LEGAL PAYABL	82.75
452-8-821-376-000	BUILDINGS & CONSTRU	17,534.68
452-8-832-223-000	VEHICLE FUELS	4,451.93
452-8-832-230-000	SUPPLIES/TOOLS	53.00
452-8-832-251-000	RENTALS	294.31
620-7-725-370-000	FURNITURE	5,100.00
620-7-725-375-000	LEASE PURCHASES	153.45
628-2-200-020-000	RETIREE H/C PAYABLE	114.35
628-2-200-022-000	PRE-PAID LEGAL PAYABL	33.90
631-8-885-267-000	OTHER CONTRACT SERVI	8,050.00
635-6-682-375-000	LEASE PURCHASES	15,000.00
650-6-684-230-000	SUPPLIES/TOOLS	1,843.60
650-6-684-251-000	RENTALS	429.45
650-6-684-260-000	PROFESSIONAL SERVICE	1,250.00
650-6-684-268-000	HOUSING OF PRISONERS	432.00
650-6-684-341-000	UTILITIES	654.71
650-6-684-371-000	EQUIPMENT/MACHINER	39,749.09
	<b>Grand Total:</b>	<b>189,558.38</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	189,558.38
<b>Grand Total:</b>	<b>189,558.38</b>

*Alicia Sevano*



Chaves County, NM

# Expense Approval Register

PKT03132 - CK RUN RODRUNNER EFT 8/30/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ROADRUNNER HEALTH SERVICES, LLC					
ROADRUNNER HEALTH SERVI	1427	08/02/2024	INMATE MEDICAL CARE/ FY	427-6-639-268-000	200,331.66
			Vendor ROADRUNNER HEALTH SERVICES, LLC Total:		<u>200,331.66</u>
			Grand Total:		<u><u>200,331.66</u></u>

**Fund Summary**

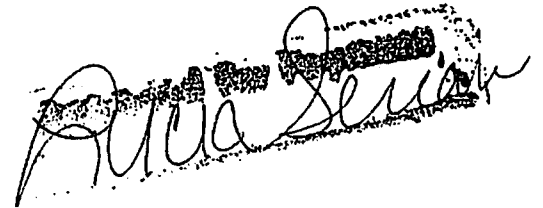
Fund	Expense Amount
427 - INDIGENT HOSPITAL CLAIMS	200,331.66
<b>Grand Total:</b>	<b>200,331.66</b>

**Account Summary**

Account Number	Account Name	Expense Amount
427-6-639-268-000	CARE OF PRISONER SER	200,331.66
	<b>Grand Total:</b>	<b>200,331.66</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	200,331.66
<b>Grand Total:</b>	<b>200,331.66</b>







Chaves County, NM

# Expense Approval Register

Packet: APPKT03134 - CHECK RUN 8/30/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: SH ELECTRIC LLC</b>					
SH ELECTRIC LLC	1004	08/23/2024	LIGHTING UPGRADE	411-8-814-249-000	5,470.32
			<b>Vendor SH ELECTRIC LLC Total:</b>		<b>5,470.32</b>
<b>Vendor: AMBULANCE CORPORATION</b>					
AMBULANCE CORPORATION	CC026542	08/01/2024	ACCT# 24-4197	427-6-639-270-000	331.91
			<b>Vendor AMBULANCE CORPORATION Total:</b>		<b>331.91</b>
<b>Vendor: ARTESIA FIRE EQUIPMENT INC.</b>					
ARTESIA FIRE EQUIPMENT IN	84251	08/23/2024	LIGHT BAR FOR UNIT 104	411-8-814-249-000	980.00
			<b>Vendor ARTESIA FIRE EQUIPMENT INC. Total:</b>		<b>980.00</b>
<b>Vendor: BELL GAS INC.</b>					
BELL GAS INC.	40303	08/21/2024	ACCT# 10693	402-6-653-223-000	17,583.54
BELL GAS INC.	40365	08/22/2024	ACCT# 11020	452-8-832-223-000	3,034.86
			<b>Vendor BELL GAS INC. Total:</b>		<b>20,618.40</b>
<b>Vendor: BELL GAS INC</b>					
BELL GAS INC	320183	08/22/2024	ICE FOR ROAD CREW	402-6-653-230-000	245.00
			<b>Vendor BELL GAS INC Total:</b>		<b>245.00</b>
<b>Vendor: CINTAS CORPORATION #2</b>					
CINTAS CORPORATION #2	8406981433	08/23/2024	CUSTOMER # 10187763	402-6-653-230-000	426.20
			<b>Vendor CINTAS CORPORATION #2 Total:</b>		<b>426.20</b>
<b>Vendor: CITY OF ROSWELL</b>					
CITY OF ROSWELL	CC026544	08/01/2024	LANDFILL FEES SOLID WASTE	437-6-659-242-000	15,568.57
			<b>Vendor CITY OF ROSWELL Total:</b>		<b>15,568.57</b>
<b>Vendor: COOPERATIVE EDUCATIONAL SVCS.</b>					
COOPERATIVE EDUCATIONAL	24-150083	08/27/2024	AC REPAIR/ BERRENDO	411-8-814-257-000	12,520.49
			<b>Vendor COOPERATIVE EDUCATIONAL SVCS. Total:</b>		<b>12,520.49</b>
<b>Vendor: DOMINION VOTING SYSTEM INC</b>					
DOMINION VOTING SYSTEM	DVS156015	08/28/2024	CARTIDGES/ SEAL SPRING LO	401-7-722-230-000	542.67
			<b>Vendor DOMINION VOTING SYSTEM INC Total:</b>		<b>542.67</b>
<b>Vendor: HERITAGE MEMORIAL ALLIANCE</b>					
HERITAGE MEMORIAL ALLIA	12258	08/23/2024	PERMIT # 6482	427-6-639-296-000	1,000.00
HERITAGE MEMORIAL ALLIA	12259	08/23/2024	PERMIT # 6483	427-6-639-296-000	1,000.00
HERITAGE MEMORIAL ALLIA	12260	08/23/2024	PERMIT # 6484	427-6-639-296-000	1,000.00
HERITAGE MEMORIAL ALLIA	12261	08/23/2024	PERMIT # 6497	427-6-639-296-000	1,000.00
HERITAGE MEMORIAL ALLIA	12262	08/23/2024	PERMIT # 6491	427-6-639-296-000	1,000.00
			<b>Vendor HERITAGE MEMORIAL ALLIANCE Total:</b>		<b>5,000.00</b>
<b>Vendor: HOLLYFRONTIER CORP</b>					
HOLLYFRONTIER CORP	204902361	08/27/2024	ACCT# 1100353	402-6-653-290-000	14,596.25
HOLLYFRONTIER CORP	204908822	08/28/2024	ACCT# 1100353	402-6-653-290-000	14,667.13
HOLLYFRONTIER CORP	204908823	08/28/2024	ACCT# 1100353	402-6-653-290-000	12,495.43
			<b>Vendor HOLLYFRONTIER CORP Total:</b>		<b>41,758.81</b>
<b>Vendor: KANSAS STATE BANK OF MANHATTAN</b>					
KANSAS STATE BANK OF MA	56805-9-2024	08/26/2024	ACCT# 3356805	402-6-653-251-000	1,584.93
KANSAS STATE BANK OF MA	57431-9-2024	08/26/2024	ACCT# 3357431	402-6-653-251-000	1,647.40
KANSAS STATE BANK OF MA	59234-9-2024	08/26/2024	ACCT# 3359234	402-6-653-251-000	2,670.85
			<b>Vendor KANSAS STATE BANK OF MANHATTAN Total:</b>		<b>5,903.18</b>
<b>Vendor: LAS CRUCES HB MEDICAL SERVICES LLC</b>					
LAS CRUCES HB MEDICAL SE	CC026543	08/20/2024	ACCT# 3766059V1928	427-6-639-270-000	211.60
			<b>Vendor LAS CRUCES HB MEDICAL SERVICES LLC Total:</b>		<b>211.60</b>

Expense Approval Register

Packet: APPKT03134 - CHECK RUN 8/30/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: MASOUD KHORSAND-SAHBAIE, MD PA</b>					
MASOUD KHORSAND-SAHBA	CC026541	08/26/2024	ACCT# 000100098930	427-6-639-270-000	130.36
Vendor MASOUD KHORSAND-SAHBAIE, MD PA Total:					130.36
<b>Vendor: MJLL INC</b>					
MJLL INC	FD24044	08/23/2024	VIN# 3C6UR5CLORG194152	411-8-814-372-000	63,921.00
Vendor MJLL INC Total:					63,921.00
<b>Vendor: NES ARIZONA INC</b>					
NES ARIZONA INC	CC026538	08/26/2024	ACCT# 1493155V25099	427-6-639-270-000	229.20
Vendor NES ARIZONA INC Total:					229.20
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>					
NEW MEXICO GAS COMPAN	CC026540	08/20/2024	ACCT# 075706312-0781188-	412-8-815-341-000	39.91
NEW MEXICO GAS COMPAN	CC026547	08/23/2024	ACCT# 076281612-0786941-	401-6-693-341-000	29.20
Vendor NEW MEXICO GAS COMPANY INC Total:					69.11
<b>Vendor: NM DWI COORD AFFILIATE</b>					
NM DWI COORD AFFILIATE	CHAVEZ24-25	08/26/2024	24-25 MEMBERSHIP DUES	432-7-761-253-000	150.00
Vendor NM DWI COORD AFFILIATE Total:					150.00
<b>Vendor: PEGGY HARELSON</b>					
PEGGY HARELSON	CC026546	08/29/2024	CPR INSTRUCTOR CERT/ SAF	401-6-614-224-000	200.00
Vendor PEGGY HARELSON Total:					200.00
<b>Vendor: QUADIENT FINANCE USA, INC</b>					
QUADIENT FINANCE USA, IN	7900044080967452	08/22/2024	ACCT# 7900044080967452	401-6-619-339-000	2,500.00
Vendor QUADIENT FINANCE USA, INC Total:					2,500.00
<b>Vendor: REGENTS OF NEW MEXICO STATE UNIVERSITY</b>					
REGENTS OF NEW MEXICO S	14124	08/29/2024	CUST# CC000070775	401-6-632-224-000	75.00
Vendor REGENTS OF NEW MEXICO STATE UNIVERSITY Total:					75.00
<b>Vendor: REGIONAL IMAGING ENM, LLC</b>					
REGIONAL IMAGING ENM, LL	CC026539	08/22/2024	ACCT# 16035764	427-6-639-270-000	10.36
Vendor REGIONAL IMAGING ENM, LLC Total:					10.36
<b>Vendor: RELADYNE WEST LLC</b>					
RELADYNE WEST LLC	300015320	08/26/2024	ACCT# 12290075	402-6-653-230-000	60.72
Vendor RELADYNE WEST LLC Total:					60.72
<b>Vendor: ROSWELL CHAMBER OF COMMERCE</b>					
ROSWELL CHAMBER OF CO	1224432	08/19/2024	2025 LEADERSHIP ROSWELL/	401-6-613-224-000	1,000.00
Vendor ROSWELL CHAMBER OF COMMERCE Total:					1,000.00
<b>Vendor: ROSWELL CHAVES COUNTY EDC</b>					
ROSWELL CHAVES COUNTY E	CC25-001	08/27/2024	ANNUAL ALLOCATION FY 24-	605-6-672-428-000	33,333.00
Vendor ROSWELL CHAVES COUNTY EDC Total:					33,333.00
<b>Vendor: SHINY BOYS SERVICES, LLC</b>					
SHINY BOYS SERVICES, LLC	1330	08/28/2024	MONTHLY RENTAL SERVICE	402-6-653-251-000	966.60
Vendor SHINY BOYS SERVICES, LLC Total:					966.60
<b>Vendor: SIDONS-MARTIN EMERGENCY GROUP</b>					
SIDONS-MARTIN EMERGEN	317-000006588	08/26/2024	REPAIRS TO UNIT 101	411-8-814-221-000	1,338.25
Vendor SIDONS-MARTIN EMERGENCY GROUP Total:					1,338.25
<b>Vendor: STARR JANITORIAL INC.</b>					
STARR JANITORIAL INC.	95869	08/20/2024	SUPPLIES	650-6-684-230-000	47.90
Vendor STARR JANITORIAL INC. Total:					47.90
<b>Vendor: TARGETSOLUTIONS LEARNING, LLC</b>					
TARGETSOLUTIONS LEARNIN	INV100577	08/01/2024	TRAINING MGT PROGRAM	410-8-816-224-000	7,072.00
Vendor TARGETSOLUTIONS LEARNING, LLC Total:					7,072.00
<b>Vendor: VISUAL EDGE IT, INC</b>					
VISUAL EDGE IT, INC	37282065	08/22/2024	ACCT# 016-1539862-000	401-7-741-230-000	79.95
VISUAL EDGE IT, INC	37282065	08/22/2024	ACCT# 016-1539862-000	401-7-741-375-000	61.13
Vendor VISUAL EDGE IT, INC Total:					141.08
<b>Grand Total:</b>					<b>220,821.73</b>

**Fund Summary**

Fund	Expense Amount
401 - GENERAL FUND	4,487.95
402 - ROAD FUND	66,944.05
410 - MIDWAY VOLUNTEER FIRE FND	7,072.00
411 - BERRENDO VOLUNTEER FIRE	84,230.06
412 - SIERRA VOLUNTEER FIRE FND	39.91
427 - INDIGENT HOSPITAL CLAIMS	5,913.43
432 - DWI GRANT FUNDS	150.00
437 - ENVIRONMENTAL TAX	15,568.57
452 - FLOOD CONTROL	3,034.86
605 - ECONOMIC DEVELOPMENT PROJ	33,333.00
650 - DETENTION INMATE EXPENSES	47.90
<b>Grand Total:</b>	<b>220,821.73</b>

**Account Summary**

Account Number	Account Name	Expense Amount
401-6-613-224-000	EMPLOYEE TRAINING	1,000.00
401-6-614-224-000	EMPLOYEE TRAINING	200.00
401-6-619-339-000	POSTAGE/FREIGHT	2,500.00
401-6-632-224-000	EMPLOYEE TRAINING	75.00
401-6-693-341-000	UTILITIES	29.20
401-7-722-230-000	SUPPLIES/TOOLS	542.67
401-7-741-230-000	SUPPLIES/TOOLS	79.95
401-7-741-375-000	LEASE PURCHASES	61.13
402-6-653-223-000	VEHICLE FUELS	17,583.54
402-6-653-230-000	SUPPLIES/TOOLS	731.92
402-6-653-251-000	RENTALS	6,869.78
402-6-653-290-000	PAVING PROJECTS-COOP	41,758.81
410-8-816-224-000	EMPLOYEE TRAINING	7,072.00
411-8-814-221-000	VEH/HVY EQUIP. REPAIR	1,338.25
411-8-814-249-000	EQUIP MAINT/REPAIR	6,450.32
411-8-814-257-000	FACILITY MAINTENANCE	12,520.49
411-8-814-372-000	VEHICLES	63,921.00
412-8-815-341-000	UTILITIES	39.91
427-6-639-270-000	PAYMENT OF HOSPITAL	913.43
427-6-639-296-000	INDIGENT BURIAL	5,000.00
432-7-761-253-000	DUES & OTHER FEES	150.00
437-6-659-242-000	LANDFILL EXPENSES	15,568.57
452-8-832-223-000	VEHICLE FUELS	3,034.86
605-6-672-428-000	ECONOMIC GRANTS TO	33,333.00
650-6-684-230-000	SUPPLIES/TOOLS	47.90
<b>Grand Total:</b>	<b>220,821.73</b>	

**Project Account Summary**

Project Account Key	Expense Amount
**None**	220,821.73
<b>Grand Total:</b>	<b>220,821.73</b>



Packet: PYPKT03035 - ppe 08/04/24 Large Run  
Payroll Set: 01 - Chaves County

Pay Period: 07/22/2024 - 08/04/2024

Total Direct Deposits: 325,217.48  
Total Check Amounts: 12,757.87

Males Paid: 158  
Females Paid: 92  
Total Employees: 250

EARNINGS		
Pay Code	Units	Pay Amount
JURY	3.00	80.34
ODWI	52.00	1,847.49
ON-CALL REG	85.00	2,125.00
OT	783.25	26,625.11
PERS	56.00	1,157.64
REG	13,891.50	306,069.60
SAL	3,655.75	125,216.50
SICK	518.53	12,991.36
SPOT	164.00	3,438.45
SPOTS	433.75	9,521.58
TRN/TRVL	55.00	1,530.65
VAC	975.31	24,609.27
VACC	48.00	1,587.05
<b>Total:</b>	<b>20,721.09</b>	<b>516,800.04</b>

BENEFITS		
Pay Code	Units	Pay Amount
ABS	518.41	0.00
FRGC	0.00	44.99
FRGV	811.75	304.41
<b>Total:</b>	<b>1,330.16</b>	<b>349.40</b>

TAXES			
Code	Subject To	Employee	Employer
01-FEDWH	422,901.23	29,507.55	0.00
01-FICA	387,783.53	24,042.54	24,042.54
01-MC WH	491,697.85	7,129.51	7,129.51
01-ST WH	422,901.23	13,404.37	0.00
01-Unemp	517,149.44	0.00	0.00
<b>Total:</b>		<b>74,083.97</b>	<b>31,172.05</b>

DEDUCTIONS			
Code	Subject To	Employee	Employer
04	0.00	0.00	0.00
05	0.00	20,561.65	192,412.88
05A	0.00	0.00	-1,055.25
05T	0.00	1,240.00	15,091.32
09	0.00	0.00	0.00
15	0.00	4,141.50	0.00
19	0.00	2,160.80	0.00
19A	0.00	0.00	0.00
19T	0.00	134.64	0.00
ADA	0.00	0.00	-1.65
ADM	0.00	0.00	300.30
C112	0.00	132.92	0.00
C114	0.00	327.23	0.00
CS-120	0.00	160.46	0.00
CS-121	0.00	189.69	0.00
CS-124	0.00	381.69	0.00
DEL	0.00	2,729.14	0.00
DELT	0.00	117.28	0.00
DEN	0.00	0.00	805.50
DIS	0.00	1,661.05	0.00
DNA	0.00	0.00	0.00
DSA	0.00	-11.95	0.00
EXE	10,970.24	0.00	0.00
G- Faber & Brand LLC	0.00	301.54	0.00
LEO	92,658.06	13,250.07	23,766.81
LFD	0.00	1,279.55	0.00
LFE	0.00	0.00	1,684.95
PRE	374,033.81	51,055.65	70,318.38
RHC	376,946.62	3,769.60	7,538.82
RHL	92,658.06	1,158.21	2,316.44
<b>Total:</b>		<b>104,740.72</b>	<b>313,178.50</b>

RECAP 01 - Chaves County

Earnings: 516,800.04    Benefits: 349.40    Deductions: 104,740.72    Taxes: 74,083.97    Net Pay: 337,975.35



Packet: PYPKT03039 - ppe 08/04/24 Assessor's Cert Pay  
Payroll Set: 01 - Chaves County

Pay Period: 07/22/2024 - 08/04/2024

Males Paid: 1  
Females Paid: 4  
Total Employees: 5

Total Direct Deposits: 0.00  
Total Check Amounts: 23,087.49

EARNINGS

Pay Code	Units	Pay Amount
CERT	0.00	25,000.00
<b>Total:</b>	<b>0.00</b>	<b>25,000.00</b>

TAXES

Code	Subject To	Employee	Employer
01-FEDWH	25,000.00	0.00	0.00
01-FICA	25,000.00	1,550.00	1,550.00
01-MC WH	25,000.00	362.51	362.51
01-ST WH	25,000.00	0.00	0.00
01-Unemp	25,000.00	0.00	0.00
<b>Total:</b>		<b>1,912.51</b>	<b>1,912.51</b>

RECAP 01 - Chaves County

Earnings:	25,000.00	Benefits:	0.00	Deductions:	0.00	Taxes:	1,912.51	Net Pay:	23,087.49
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Packet: PYPKT03040 - ppe 08/04/24 Leave Conversions  
Payroll Set: 01 - Chaves County

Pay Period: 07/22/2024 - 08/04/2024

Males Paid: 1  
Females Paid: 1  
Total Employees: 2

Total Direct Deposits: 0.00  
Total Check Amounts: 1,214.43

EARNINGS		
Pay Code	Units	Pay Amount
VACC	36.00	1,372.32
<b>Total:</b>	<b>36.00</b>	<b>1,372.32</b>

TAXES			
Code	Subject To	Employee	Employer
01-FEDWH	1,372.32	74.54	0.00
01-FICA	706.68	43.81	43.81
01-MC WH	1,372.32	19.90	19.90
01-ST WH	1,372.32	19.64	0.00
01-Unemp	1,372.32	0.00	0.00
<b>Total:</b>		<b>157.89</b>	<b>63.71</b>

RECAP 01 - Chaves County

Earnings:	1,372.32	Benefits:	0.00	Deductions:	0.00	Taxes:	157.89	Net Pay:	1,214.43
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Packet: PYPKT03041 - ppe 08/04/24 Finals  
Payroll Set: 01 - Chaves County

Pay Period: 07/22/2024 - 08/04/2024

Total Direct Deposits: 569.03  
Total Check Amounts: 0.00

Males Paid: 1  
Females Paid: 0  
Total Employees: 1

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
VACC	23.80	586.67	01-FEDWH	586.67	2.51	0.00
			01-MC WH	586.67	8.51	8.51
			01-ST WH	586.67	6.62	0.00
			01-Unemp	586.67	0.00	0.00
<b>Total:</b>	<b>23.80</b>	<b>586.67</b>		<b>Total:</b>	<b>17.64</b>	<b>8.51</b>

RECAP 01 - Chaves County

Earnings:	586.67	Benefits:	0.00	Deductions:	0.00	Taxes:	17.64	Net Pay:	569.03
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Packet: PYPKT03043 - ppe 08/04/24 CCDC Emp of the Month Stipend  
Payroll Set: 01 - Chaves County

Pay Period: 07/22/2024 - 08/04/2024

Males Paid: 2  
Females Paid: 0  
Total Employees: 2

Total Direct Deposits: 0.00  
Total Check Amounts: 500.00

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
CERT	0.00	541.42	01-FEDWH	541.42	0.00	0.00
			01-FICA	541.42	33.56	33.56
			01-MC WH	541.42	7.86	7.86
			01-ST WH	541.42	0.00	0.00
			01-Unemp	541.42	0.00	0.00
	<b>Total:</b>	<b>541.42</b>		<b>Total:</b>	<b>41.42</b>	<b>41.42</b>

RECAP 01 - Chaves County

Earnings:	541.42	Benefits:	0.00	Deductions:	0.00	Taxes:	41.42	Net Pay:	500.00
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*[Handwritten Signature]*  
Approved For Payment





Packet: PYPKT03024 - ppe 08/04/24 S Weaver Vacation Payout  
Payroll Set: 01 - Chaves County

Pay Period: 07/22/2024 - 08/04/2024

Total Direct Deposits: 0.00  
Total Check Amounts: 883.70

Males Paid: 1  
Females Paid: 0  
Total Employees: 1

EARNINGS

Pay Code	Units	Pay Amount
VACC	52.36	1,000.60
<b>Total:</b>	<b>52.36</b>	<b>1,000.60</b>

TAXES

Code	Subject To	Employee	Employer
01-FEDWH	1,000.60	15.83	0.00
01-FICA	1,000.60	62.04	62.04
01-MCWH	1,000.60	14.51	14.51
01-ST WH	1,000.60	24.52	0.00
01-Unemp	1,000.60	0.00	0.00
<b>Total:</b>		<b>116.90</b>	<b>76.55</b>

RECAP 01 - Chaves County

Earnings:	1,000.60	Benefits:	0.00	Deductions:	0.00	Taxes:	116.90	Net Pay:	883.70
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Packet: PYPKT03019 - ppe 08/04/24 Probation Drop S Weaver  
Payroll Set: 01 - Chaves County

Pay Period: 07/22/2024 - 08/04/2024

Males Paid: 1  
Females Paid: 0  
Total Employees: 1

Total Direct Deposits: 0.00  
Total Check Amounts: 133.64

### EARNINGS

Pay Code	Units	Pay Amount
REG	9.00	171.99
<b>Total:</b>	<b>9.00</b>	<b>171.99</b>

### TAXES

Code	Subject To	Employee	Employer
01-FEDWH	148.51	0.00	0.00
01-FICA	171.99	10.66	10.66
01-MC WH	171.99	2.49	2.49
01-ST WH	148.51	0.00	0.00
01-Unemp	171.99	0.00	0.00
<b>Total:</b>		<b>13.15</b>	<b>13.15</b>

### DEDUCTIONS

Code	Subject To	Employee	Employer
PRE	171.99	23.48	32.33
RHC	171.99	1.72	3.44
<b>Total:</b>		<b>25.20</b>	<b>35.77</b>

### RECAP 01 - Chaves County

Earnings:	171.99	Benefits:	0.00	Deductions:	25.20	Taxes:	13.15	Net Pay:	133.64
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Packet: PYPKT03030 - ppe 08/04/24 T Roca Probation Drop  
Payroll Set: 01 - Chaves County

Pay Period: 07/22/2024 - 08/04/2024

Males Paid: 0  
Females Paid: 1  
Total Employees: 1

Total Direct Deposits: 0.00  
Total Check Amounts: 1,103.43

EARNINGS

Pay Code	Units	Pay Amount
REG	6.50	155.09
VACC	49.00	1,169.14
<b>Total:</b>	<b>55.50</b>	<b>1,324.23</b>

TAXES

Code	Subject To	Employee	Employer
01-FEDWH	1,303.06	63.99	0.00
01-FICA	1,324.23	82.11	82.11
01-MC WH	1,324.23	19.20	19.20
01-ST WH	1,303.06	32.78	0.00
01-Unemp	1,324.23	0.00	0.00
<b>Total:</b>		<b>198.08</b>	<b>101.31</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
PRE	155.09	21.17	29.16
RHC	155.09	1.55	3.10
<b>Total:</b>		<b>22.72</b>	<b>32.26</b>

RECAP 01 - Chaves County

Earnings:	1,324.23	Benefits:	0.00	Deductions:	22.72	Taxes:	198.08	Net Pay:	1,103.43
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*Rocio Serrano*



Packet: PYPKT03046 - ppe 08/18/24 Large Run  
Payroll Set: 01 - Chaves County

Pay Period: 08/05/2024 - 08/18/2024

Total Direct Deposits: 343,703.20  
Total Check Amounts: 14,055.43

Males Paid: 157  
Females Paid: 95  
Total Employees: 252

EARNINGS

Pay Code	Units	Pay Amount
JURY	3.50	93.73
K9 PAY	0.00	1,333.32
ODWI	22.00	794.28
ON-CALL REG	84.00	2,100.00
OT	759.50	25,616.22
PDAD	16.00	368.96
PERS	66.00	1,734.42
REG	13,711.75	301,423.02
SAL	3,475.00	116,626.01
SICK	707.54	16,538.75
SPOT	236.00	5,199.37
SPOTS	419.25	9,273.43
TRN/TRVL	337.00	12,026.88
UNPD	36.00	0.00
VAC	898.06	23,936.60
<b>Total:</b>	<b>20,771.60</b>	<b>517,064.99</b>

BENEFITS

Pay Code	Units	Pay Amount
ABS	490.15	0.00
FRGC	0.00	1,076.19
FRGV	784.00	294.00
<b>Total:</b>	<b>1,274.15</b>	<b>1,370.19</b>

TAXES

Code	Subject To	Employee	Employer
01-FEDWH	448,699.31	32,527.21	0.00
01-FICA	408,263.69	25,312.31	25,312.31
01-MC WH	518,435.18	7,517.34	7,517.34
01-ST WH	448,699.31	14,582.74	0.00
01-Unemp	518,435.18	0.00	0.00
<b>Total:</b>		<b>79,939.60</b>	<b>32,829.65</b>

DEDUCTIONS

Code	Subject To	Employee	Employer
08	0.00	49.00	0.00
09	0.00	0.00	0.00
12	0.00	417.70	0.00
15	0.00	4,031.50	0.00
ALT	0.00	59.27	0.00
C112	0.00	132.92	0.00
C114	0.00	327.23	0.00
COL LFE	0.00	2,340.93	0.00
CS-120	0.00	160.46	0.00
CS-121	0.00	189.69	0.00
CS-124	0.00	381.69	0.00
EXE	11,364.53	0.00	0.00
G- Faber & Brand LLC	0.00	301.54	0.00
LEO	92,673.89	13,252.32	23,770.86
NY LIFE	0.00	1,710.76	0.00
PRE	374,225.80	51,081.86	70,354.46
RHC	377,138.61	3,771.49	7,542.67
RHL	92,673.89	1,158.40	2,316.85
<b>Total:</b>		<b>79,366.76</b>	<b>103,984.84</b>

RECAP 01 - Chaves County

Earnings: 517,064.99    Benefits: 1,370.19    Deductions: 79,366.76    Taxes: 79,939.60    Net Pay: 357,758.63



Packet: PYPKT03053 - ppe 08/18/24 SO Late Memo- Correctional Run  
Payroll Set: 01 - Chaves County

Pay Period: 08/05/2024 - 08/18/2024

Total Direct Deposits: 36.94  
Total Check Amounts: 0.00

Males Paid: 0  
Females Paid: 1  
Total Employees: 1

### EARNINGS

Pay Code	Units	Pay Amount
SPOTS	2.00	44.52
<b>Total:</b>	<b>2.00</b>	<b>44.52</b>

### TAXES

Code	Subject To	Employee	Employer
01-FEDWH	38.15	0.00	0.00
01-MC WH	44.52	0.65	0.65
01-ST WH	38.15	0.00	0.00
01-Unemp	44.52	0.00	0.00
<b>Total:</b>		<b>0.65</b>	<b>0.65</b>

### DEDUCTIONS

Code	Subject To	Employee	Employer
LEO	44.52	6.37	11.42
RHL	44.52	0.56	1.11
<b>Total:</b>		<b>6.93</b>	<b>12.53</b>

### RECAP 01 - Chaves County

Earnings:	44.52	Benefits:	0.00	Deductions:	6.93	Taxes:	0.65	Net Pay:	36.94
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Packet: PYPKT03051 - ppe 08/18/24 Finals Run  
Payroll Set: 01 - Chaves County

Pay Period: 08/05/2024 - 08/18/2024

Total Direct Deposits: 749.22  
Total Check Amounts: 0.00

Males Paid: 0  
Females Paid: 3  
Total Employees: 3

EARNINGS		
Pay Code	Units	Pay Amount
VACC	48.59	828.42
<b>Total:</b>	48.59	828.42

TAXES			
Code	Subject To	Employee	Employer
01-FEDWH	828.42	7.59	0.00
01-FICA	828.42	51.36	51.36
01-MC WH	828.42	12.01	12.01
01-ST WH	828.42	8.24	0.00
01-Unemp	828.42	0.00	0.00
<b>Total:</b>		79.20	63.37

RECAP 01 - Chaves County

Earnings:	828.42	Benefits:	0.00	Deductions:	0.00	Taxes:	79.20	Net Pay:	749.22
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# Local Budget Adjustment

## August 2024

<u>Account</u>	<u>Desc</u>	<u>Amount</u>
401-6-613-339-000	Local BAR- August 2024	(62.00)
401-6-613-252-000	Local BAR- August 2024	62.00
620-7-725-372-000	Local BAR- August 2024	(925.00)
620-7-725-237-000	Local BAR- August 2024	925.00
620-7-725-225-000	Local BAR- August 2024	(175.00)
620-7-725-267-000	Local BAR- August 2024	175.00
620-7-725-225-000	Local BAR- August 2024	(100.00)
620-7-725-370-000	Local BAR- August 2024	100.00
401-7-752-231-000	Local BAR- August 2024	(1000.00)
401-7-752-223-000	Local BAR- August 2024	1000.00
411-8-814-256-000	Local BAR- August 2024	(20000.00)
411-8-814-372-000	Local BAR- August 2024	20000.00
411-8-820-372-000	Local BAR- August 2024	(25000.00)
411-8-814-372-000	Local BAR- August 2024	25000.00

# August 2024 PCard Report

Account	Department	Item Total
401-6-611 Total	Commissioners	\$2,184.19
401-6-612 Total	County Manager	\$670.53
401-6-613 Total	Human Resources	\$2,450.73
401-6-614 Total	Safety	\$3,160.89
401-6-619 Total	Working Capital	\$20,309.75
401-6-621 Total	Public Works	\$85.15
401-6-622 Total	Information Technology	\$2,455.65
401-6-624 Total	Planning & Zoning	\$1,549.27
401-6-625 Total	Purchasing	\$35.54
401-6-631 Total	Finance Dept	\$1,889.05
401-6-632 Total	Community Development	\$74.24
401-6-641 Total	Detention Administration	\$1,322.92
401-6-642 Total	Adult Detention	\$1,401.33
401-6-645 Total	Juvenile CCJD	\$105.62
401-6-691 Total	Facility Maintenance	\$7,947.19
401-6-692 Total	Courthouse Maintenance	\$4,885.17
401-6-693 Total	Facility Maint. Health Dept.	\$1,485.07
401-6-696 Total	Operating Exp - CCDC	\$4,897.47
401-7-721 Total	Clerk Admin	\$472.00
401-7-722 Total	Clerk Bureau Elec.	\$1,353.35
401-7-731 Total	Assessor Admin	\$1,336.96
401-7-732 Total	Assessor Appriasal	\$768.90
401-7-741 Total	Treasurer Dept.	\$568.40
401-7-751 Total	Sheriff Admin	\$4,897.17
401-7-752 Total	Sheriff Patrol & Investigation	\$11,553.15
402-6-651 Total	Road Admin	\$294.18
402-6-652 Total	Road Shop	\$175.00
402-6-653 Total	Road Construction & Maintenance	\$25,474.10
402-6-654 Total	Road Vector Control	\$2,876.00
407-8-811 Total	Dunken FD	\$200.85
408-8-812 Total	East Grand Plains FD	\$733.13
409-8-813 Total	Penasco FD	\$282.80
410-8-816 Total	Midway FD	\$3,565.20
411-8-814 Total	Berrendo FD	\$10,039.71
412-8-815 Total	Sierra FD	\$1,367.28
413-8-818 Total	Rio Felix FD	\$210.81
414-8-819 Total	Fire District #8	\$1,964.55
427-6-638 Total	Indigent	\$77.37
430-7-753 Total	Law Enforcement	\$1,184.57
432-7-761 Total	DWI	\$1,463.69
452-8-832 Total	Flood Dept.	\$23,268.23
628-7-733 Total	Assessor	\$726.33
650-6-684 Total	CCDC Construction Fund	\$37,687.79
670-6-671 Total	Internal Services	\$365.67
<b>Grand Total</b>		<b>\$189,816.95</b>



## Bids/RFPs/SS/Emergency Procurements

### FY25 BIDS

ITB #	Description	Advertise	Open	Project Manager	Status
ITB-25-01	Vector Chemicals	08/04/24	09/10/24	Angelo Gurule	Recommend Award
ITB-25-02	GBOM: Roswell Market Place Walk..Cultural Plaza	TBD	TBD	Alex Palomino	Finalizing Bid Docs...
ITB-25-03	Handicapped-Accessible Vans w Auto Access Seat	TBD	TBD	Ana Nieto	Pending Bid Docs...
ITB-25-04	Bulk Fuel	TBD	TBD	Sarah Torrez	Pending Bid Docs...

### FY25 RFPS

RFP #	Description	Advertise	Open	Project Manager	Status
RFP-25-01	Inmate Medical Services	06/02/24	06/25/24	Michael Brisco	Awarded

### FY25 Sole Source

SS #	Description	Posted	Awarded	Amount
SS-25-01	CASA - Girl's Circle & Boys Leadership Gender Specific	05/30/24	07/01/24	20,000.00
SS-25-02	CASA - AMPED Alternative Education Program	05/30/24	07/01/24	54,000.00
SS-25-03	CASA - Diversion Advocacy Program	05/30/24	07/01/24	42,500.00
SS-25-04	WINGS for L.I.F.E - Elementary School Program	05/30/24	07/01/24	50,000.00
SS-25-05	WINGS for L.I.F.E - Middle School Program	05/30/24	07/01/24	50,400.00
SS-25-06	Tyler Technologies	05/30/24	07/01/24	400,000.00
SS-25-07	Jail Management System	05/30/24	07/01/24	42,000.00
SS-25-08	Economic Development Corporation	06/28/24	TBD	200,000.00

### FY25 Emergency

EM #	Description	Contractor	Posted	Amount

### FY25 Quotes over \$30k

Project Description	Quote 1	Quote 2	Quote 3
Benches - Walking Trail	\$32,492.52	\$36,755.88	\$36,806.00

**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*

### *8/1/24-8/31/24*

<b>CLERK FEES (EQUIPMENT) .....</b>	<b>\$ 4,557.00</b>
<b>GEN CLERK'S FEES .....</b>	<b>\$ 14,732.00</b>
<b>LIQUOR LICENSE .....</b>	<b>\$ -</b>
<b>CHILDREN'S TRUST FUND .....</b>	<b>\$ 720.00</b>
<b>PROBATE .....</b>	<b>\$ 608.10</b>
<b>PHOTOCOPIES.....</b>	<b>\$ 732.00</b>
<b>GOVT GROSS RECEIPTS TAX .....</b>	<b>\$ -</b>
<b>TOTAL AMOUNT:</b>	<b><u>\$21,349.10</u></b>

**TOTAL DOCUMENTS FILED 722**

**NEW MARRIAGE LICENSES 48**

**NEW PROBATES 14**

**NEW SURVEYS 7**

**NEW PLATS 1**

**VOTER CHANGES 314**

**NEW REGISTRANTS 173**

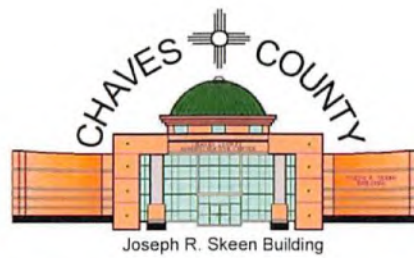
**REPUBLICANS 17687**

**DEMOCRATS 8677**

**LIBERTARIANS 383**

**OTHER 8240**

**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

**August 2024**

MAN-HOURS	6,031.00	
MANPOWER COST		\$243,521.98
ON-CALL MANPOWER COST		\$1,375.00
MAN-HOURS ON ROAD PROJECTS	4,831.25	
MANPOWER COST ON ROAD PROJECTS		\$199,893.12
MILES BLADED	121.01	
VEHICLE MILEAGE and OFF-ROAD HOURS	3,910.00	
VEHICLE AND EQUIPMENT COSTS		\$147,310.26
GALLONS WATER HAULED	73,500.00	
COST OF CITY WATER		\$294.00
COST OF PRIVATE BILLED WATER		\$0.00
MATERIAL USED (cubic yards)		
CHIPS USED ON ROAD PROJECTS	1,910.00	\$45,324.30
BASE COURSE USED ON ROAD PROJECTS	150.00	\$501.00
COLD MIX USED ON ROAD PROJECTS	185.60	\$17,168.00
FINES USED ON ROAD PROJECTS	0.00	\$0.00
MILLINGS	0.00	\$0.00
PIT RUN USED ON ROAD PROJECTS	0.00	\$0.00
RIP RAP USED ON ROAD PROJECTS	0.00	\$0.00
ROAD OIL		\$211,420.09
DEMURRAGE		\$0.00
GAS (gallons)	1348.00	\$3,620.55
DIESEL (gallons)	4267.50	\$12,614.06
GAS - Dunken (gallons)	276.30	\$736.26
DIESEL - Dunken (gallons)	517.90	\$1,529.26
COST OF ROADWORK		\$640,410.90
COST OF SOLID WASTE		\$12,530.91
OFFICIAL HEADCOUNT (with Temp. Emp.)		46
HEADCOUNT ADJUSTMENTS (AUG.)		-1
HEADCOUNT ADDITIONS (AUG.)		0
TEMP. EMP. ADJUSTMENTS (AUG.)		0
TEMP. EMP. ADDITIONS (AUG.)		1
CURRENT HEADCOUNT (AUG.)		35

  
**JOE E. WEST**  
**ROAD OPERATIONS DIRECTOR**

CCSO Mileage Report  
July 2024

Unit #	Year	Make	Model	Assigned to	Mileage Beg.	Mileage End	Total
900	2013	Ford	Taurus	Parts Vehicle-County Yard	161,774	161,774	0
901	2016	Ford	F-250 Crew Cab	Spare	135,512	135,512	0
902	2009	Ford	F-150	Serrano, Agustin	201,088	202,023	935
903	2014	Ford	F-150	Serna, Jimmy	166,341	167,980	1639
904	2005	Ford	F-550 Diesel	Command Post	0	0	0
905	2017	Ford	F-150	Ramirez, Giovanni	111,032	112,265	1233
907	2011	Ford	F-250 Crew Cab	Parts Vehicle-County Yard	230,916	230,916	0
908	2013	Ford	Taurus	Shaw, Aleina	169,625	169,715	90
909	2019	Ford	F-150	Pineda, Anthony	81,734	82,726	992
913	2016	Ford	Expedition 4x4	Spare	103,606	103,606	0
915	2008	Dodge	Charger	Pending Approval Auction	109,542	109,542	0
916	2018	Ford	Explorer	Beagles-Clark, Amanda	130,243	130,660	417
917	2018	Ford	Explorer	Pilley, Lissa	106,407	109,271	2864
918	2006	Ford	Van	Transport Van	121,750	122,402	652
922	2018	Ford	Explorer	Totaled-County Yard	106,260	106,260	0
929	2013	Ford	Explorer	Spare-CID Unmarked	100,610	101,026	416
930	2014	Ford	Taurus	Spare	74,004	74,004	0
933	2017	Ford	Explorer	De La Cerda, Nathaniel	159,423	161,995	2572
934	2017	Ford	Explorer	White, John	158,458	159,117	659
935	2017	Ford	Explorer	Parts Vehicle-County Yard	151,157	151,157	0
941	2014	Ford	Taurus	McDowell, Teddy	137,185	140,370	3185
944	2014	Ford	Taurus	Pending Approval Auction	113,629	113,629	0
945	2014	Ford	Taurus	Pending Approval Auction	137,976	137,976	0
946	2014	Ford	Taurus	Leyva, Claudia	162,215	163,220	1005
951	2010	Ford	Crown Victoria	Spare	107,970	107,970	0
955	2013	Ford	Focus	Bell, Sarah	97,199	97,223	24
956	2014	Ford	Taurus	Parts Vehicle-County Yard	149,343	149,343	0
957	2014	Ford	Taurus	Rodriguez, Justine	149,328	149,420	92
961	2018	Ford	Van	Transport	36,255	36,762	507
962	2015	Dodge	Caravan	Transport-Academy Unit	164,601	164,839	238
966	2020	Ford	F-150	Ray, Mike	24,718	25,145	427
967	2019	Ford	F-150	Spare-engine issues	89,808	89,808	0
968	2019	Ford	F-150	Spare	51,840	54,016	2,176
969	2019	Ford	F-150	Avalos, Jacob	59,063	60,868	1,805
970	2019	Ford	F-150	Spare	69,780	69,780	0
971	2019	Ford	F-150	Martinez, Joshua	72,408	74,254	1,846
977	2019	Ford	F-150	Silvas, Pedro	118,926	120,102	1176
978	2019	Ford	F-150	Castro, Elijah	72,376	75,840	3464
979	2020	Ford	F-150	Conklin, Benjamin	91,315	93,044	1,729
980	2020	Ford	F-150	Parts Vehicle-County Yard	62,347	62,347	0
981	2020	Ford	F-150	Cottrell, Matthew	88,516	90,321	1805
982	2020	Ford	F-150	Salas, Lorenzo	104,079	107,105	3,026
983	2020	Ford	F-150	Gomez, Gilbert	89,162	91,306	2,144
985	2020	Dodge	Caravan	Transport	51,882	52,263	381
994	2020	Ford	F-150	Spare	93,384	93,384	0
995	2020	Ford	F-150	Dictson, Daniel	80,695	84,557	3,862
996	2020	Ford	F-150	Hurtado, Celso	82,309	83,716	1,407

997	2020	Ford	F-150	Becker, Karl	76,858	79,430	2,572
999	2001	Ford	F-550 Diesel	Crime Scene Truck	217,877	217,877	0
1000	2021	Chevy	Silverado	Herrington, Mike	18,697	19,236	539
1001	2021	Chevy	Silverado	Yslas, Charles	24,738	25,969	1,231
1002	2021	Chevy	Silverado	Drake, Charles	39,194	41,004	1,810
1003	2019	Chevy	Silverado	Padilla, Olivia	161,067	162,178	1,111
1004	2021	Chevy	Tahoe	Cobos, Isaac	37,815	38,895	1,080
1005	2017	Ford	Explorer	Hardy, Travis	168,805	169,815	1,010
1008	2022	Ford	F-150	Sanchez, Jacob	23,146	24,468	1,322
1009	2022	Ford	F-150	Salas, Andres	16,169	17,282	1,113
1010	2022	Ford	F-150	Hohle, Doug	9,564	9,570	6
1011	2023	Dodge	Ram	Parmer, Jeremy	9,753	11,850	2,097
1012	2023	Dodge	Ram	Nava, Isaac	6,530	7,810	1,280
1013	2023	Dodge	Ram	Hendrix, Scott	12,361	14,750	2,389
1014	2017	Ford	F-150	Ramos, Raul	160,314	160,833	519
1015	2017	Ford	Explorer	Delgado, Ricardo	170,600	172,442	1,842
1016	2019	Dodge	Durango	Perez, Agustin	141,433	141,579	146
1017	2014	Dodge	Charger	Not assigned	126,394	126,848	454
1018	2011	Ford	Escape	Salcedo, Rebecca	95,890	96,229	339
							0
<b>TOTAL:</b>							<b>63628</b>

Sheriff's Office  
**CHAVES COUNTY**

#1 Saint Mary's Place  
P.O. Box 1396  
Roswell, New Mexico 88203  
(575) 624-6500

**Mike Herrington, Sheriff**

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**Sheriff's Monthly Statistics Report**  
**August 2024**

Total Number of Arrests: 85  
Adult: 84  
Juvenile: 1

Total Number of DWI's: 10

Total Number of Arrest Citations: 3  
Adult: 0  
Juvenile: 3

Total Number of Non-Traffic Citations: 0  
Total Number of Traffic Citations: 241  
Total Number of Warning Traffic Citations: 4

Total Number of Accident Reports: 13

CHAVES COUNTY TREASURER'S OFFICE  
DISBURSEMENT REPORT - AUGUST 2024

Created Date	Payee	Check #	Amount	Note	Voided	Processed	By
Aug 02 2024	ZAINUL ABIDEEN; NAYARAH H MALIK	11706	\$5,141.31	Overpayment		Aug 02 2024 12:01:43 PM	kgonzales
Aug 13 2024	ARTESIA SCHOOLS	11707	\$876.89	disbursement from 06/30/2024 to 07/31/2024		Aug 13 2024 12:14:59 PM	kgonzales
Aug 13 2024	ARTESIA SCHOOLS	11708	\$103.70	disbursement from 06/30/2024 to 07/31/2024		Aug 13 2024 12:16:00 PM	kgonzales
Aug 13 2024	ARTESIA SCHOOLS	11709	\$475.99	disbursement from 06/30/2024 to 07/31/2024		Aug 13 2024 12:16:35 PM	kgonzales
Aug 13 2024	DEXTER SCHOOLS	11710	\$6,062.53	Grouped Check		Aug 13 2024 12:17:30 PM	kgonzales
Aug 13 2024	EASTERN NM UNIVERSITY	11711	\$7,855.30	Grouped Check		Aug 13 2024 12:18:10 PM	kgonzales
Aug 13 2024	HAGERMAN SCHOOLS	11712	\$3,471.53	Grouped Check		Aug 13 2024 12:18:59 PM	kgonzales
Aug 13 2024	LAKE ARTHUR SCHOOLS	11713	\$8,309.96	Grouped Check		Aug 13 2024 12:19:48 PM	kgonzales
Aug 13 2024	ROSWELL INDEPENDENT SCHOOL DIST.	11714	\$50,301.37	disbursement from 06/30/2024 to 07/31/2024		Aug 13 2024 12:20:30 PM	kgonzales
Aug 13 2024	SYDNEY GUTIERREZ MIDDLE SCHOOL	11715	\$263.78	disbursement from 06/30/2024 to 07/31/2024		Aug 13 2024 12:20:54 PM	kgonzales
Aug 13 2024	CENTRAL VALLEY SOIL & WATER	11716	\$15.48	disbursement from 06/30/2024 to 07/31/2024		Aug 13 2024 12:21:28 PM	kgonzales
Aug 13 2024	CHAVES COUNTY SOIL & WATER	11717	\$1,271.28	disbursement from 06/30/2024 to 07/31/2024		Aug 13 2024 12:21:56 PM	kgonzales
Aug 13 2024	CITY OF ROSWELL	11718	\$33,101.24	disbursement from 06/30/2024 to 07/31/2024		Aug 13 2024 12:22:37 PM	kgonzales
Aug 13 2024	CITY OF ROSWELL	11719	\$111.48	disbursement from 06/30/2024 to 07/31/2024		Aug 13 2024 12:22:57 PM	kgonzales
Aug 13 2024	CONSERVANCY	11720	\$25,343.97	disbursement from 06/30/2024 to 07/31/2024		Aug 13 2024 12:23:24 PM	kgonzales
Aug 13 2024	COTTONWOOD-WALNUT CREEK S & W	11721	\$90.73	disbursement from 06/30/2024 to 07/31/2024		Aug 13 2024 12:23:57 PM	kgonzales
Aug 13 2024	DFA - ADMINISTRATIVE SERVICES	11722	\$10,769.48	Grouped Check		Aug 13 2024 12:24:40 PM	kgonzales
Aug 13 2024	HAGERMAN-DEXTER SOIL & WATER	11723	\$397.26	disbursement from 06/30/2024 to 07/31/2024		Aug 13 2024 12:25:18 PM	kgonzales
Aug 13 2024	NEW MEXICO TAXATION AND REVENUE	11724	\$6,032.72	disbursement from 06/30/2024 to 07/31/2024		Aug 13 2024 12:27:42 PM	kgonzales
Aug 13 2024	PENASCO SOIL & WATER	11725	\$134.01	disbursement from 06/30/2024 to 07/31/2024		Aug 13 2024 12:39:48 PM	kgonzales
Aug 13 2024	STATE OF NEW MEXICO - CTF	11726	\$690.00	disbursement from 06/30/2024 to 07/31/2024		Aug 13 2024 12:40:30 PM	kgonzales
Aug 13 2024	TOWN OF DEXTER	11727	\$128.77	disbursement from 06/30/2024 to 07/31/2024		Aug 13 2024 12:42:54 PM	kgonzales
Aug 13 2024	TOWN OF HAGERMAN	11728	\$253.89	disbursement from 06/30/2024 to 07/31/2024		Aug 13 2024 12:43:22 PM	kgonzales
Aug 13 2024	TOWN OF LAKE ARTHUR	11729	\$117.84	disbursement from 06/30/2024 to 07/31/2024		Aug 13 2024 12:43:53 PM	kgonzales
Aug 13 2024	OFFICE OF THE STATE ENGINEER	11730	\$807.79	4th QTR FY 2024		Aug 13 2024 02:10:57 PM	kgonzales
Aug 23 2024	JOHN SAMANIEGO	11731	\$92.00	DELINQUENT PROPETY TAX LIST PURCHASE		Aug 23 2024 04:51:11 PM	kgonzales
			\$162,220.30				
			\$156,179.20				
			\$6,041.10				
			\$162,220.30				

July 2024 Distribution - Taxing Authorities  
Refunds/Overpayments

*Chaul Ruiz*  
Chief Deputy Treasurer