

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

**August 15, 2018 – 9:00 a.m.**

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

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**DETERMINATION OF QUORUM**

**APPROVAL OF MINUTES**

**AGENDA ITEMS**

**A. PUBLIC HEARINGS**

1. Case Z 2018-10 Request to Rezone to Industrial District from Agricultural District
2. Case Z 2018-11 Request to Rezone to Industrial District to Agricultural District
3. Case Z 2018-12 Special Use Permit in Area II, Agricultural-Residential

**B. AGREEMENTS AND RESOLUTIONS**

4. A. Agreement A-18-010 between Chaves County and the State of New Mexico Department of Transportation for Legislative Appropriation 18-C2622 in the amount of \$205,512.00  
  
B. Resolution R-18-030 Between Chaves County and the State of New Mexico Department of Transportation for Legislative Appropriation 18-C2622 in the amount of \$205,512.00
5. A. Agreement A-18-046 Agreement between Chaves County and Southeastern New Mexico Economic Development District for Lease of Office Space  
  
B. Agreement A-18-047 Agreement between Chaves County and the Roswell Refuge for Battered Adults for Lease of Building Located at 1215 North Garden
6. Resolution R-18-027 Authorizing Suspending the Minimum Penalty Requirements of the Property Tax Code

7. Resolution R-18-028 2020-2024 Chaves County Infrastructure Capital Improvements Plan (ICIP)

8. Resolution R-18-029 Deletion of Property & Proposed Disposition

**C. RFP/ITB'S**

9. ITB 18-4 Vector Chemicals

**D. OTHER BUSINESS**

10. Appointment of Member to JOY Center Board of Directors

11. Approve Job Specification for DWI/Court Services Tech

**APPROVAL OF CHECKS**

**APPROVAL OF REPORTS**

**UNSCHEDULED COMMUNICATIONS LIMITED TO THREE MINUTES PER VISITOR  
NOT TO EXCEED FIFTEEN MINUTES  
NO FORMAL ACTION TAKEN BY COMMISSION**

- **COUNTY MANAGER'S COMMUNICATIONS**
- **COMMISSIONER'S COMMUNICATIONS**
- **SIGNATURE OF DOCUMENTS**
- **ADJOURNMENT**

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

AGENDA ITEM: 1  
MEETING DATE: August 15, 2018

Case Z 2018-10 Request to Rezone to Industrial District from Agricultural District

## STAFF SUMMARY REPORT

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**ACTION REQUESTED BY:** Planning and Zoning

**ACTION REQUESTED:** Approve a request to Rezone to Multi-Family Residential District.

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**ITEM SUMMARY:** The properties are located on the south side of Ottawa Road to the west of 7802 Lincoln Avenue and is described as Lo4 & Lot 5 in Block 9 of Pecos Valley Hagerman 1 Subdivision. The request is to rezone to Multi-Family Residential District to allow a four unit apartment on each parcel.

The Planning and Zoning Commission recommends approval with the Conditions and the Findings of Fact listed in the Staff Review.

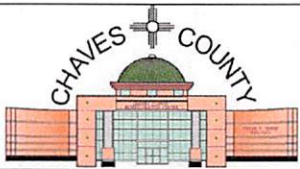
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**SUPPORT DOCUMENTS:** Draft P&Z minutes, Vicinity Map, Staff Review, Application, Aerial Photo

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**SUMMARY BY:** Marlin J. Johnson

**TITLE:** Planning and Zoning Director

Chaves County Planning & Zoning Commission	Chaves County	
Hearing Date: August 7, 2018	<i>Meeting Minutes</i>	Created By: Julia A. Torres

**Members Present:**

Dale Rogers  
Jerry Wagner  
Andy Salas

**Members Absent:**

Melodi Salas  
Robbie White

**Guests:**

Eric Williams  
Larry Bratcher  
Ernie Williams  
Chad Hammill

**Staff Present:**

Marlin Johnson  
Mary Rogers  
Julia A. Torres

The Regular Meeting of the Chaves County Planning & Zoning Commission was held in the Commission Chambers at the Chaves County Administrative Center on August 7, 2018 beginning at 5:40PM.

**Minutes**

The minutes of the July 3, 2018 meeting were approved unanimously as submitted.

**NEW BUSINESS**

**1. Case Z 2018-10**

*Request to Rezone to Multi-Family Residential on properties described as Pecos Valley Hagerman I Amend Block 9 Lot 4 and Lot 5, parcel # 4145083443050 and 4145083475050 at or near Ottawa Rd. and Lincoln Ave., Hagerman*

**Marlin Johnson** began the Staff Report by stating that the subject properties are located on the south side of Ottawa Road to the west of 7802 Lincoln Avenue. Each parcel is somewhat over 5 acres in size. The applicant desires to rezone to Multi-Family District to locate a four unit apartment on each parcel. The properties are currently zoned Residential.

All surrounding properties are within the Subdivision and zoned Residential. Many of the surrounding properties are undeveloped and some have established residences. A number of properties within the Subdivision have two homes, either with an approved Special Use Permit or grandfathered.

The applicant was advised to speak with the State Engineer's Office and the Environment Department before applying. Both state offices have given an OK to having wells and conventional septic systems on each parcel to serve the proposed use.

No objections have been received from County Departments or from other agencies. There has been no objection from nearby landowners.

The Comprehensive Land Use Plan calls for mid-density residential or farming in this area.

There is currently no Multi-Family Residential Zoning in the County beyond the ETZ or Town boundaries, but the proposed use can fit an established subdivision, especially on parcels of this size, as long as water supply and wastewater disposal can be approved.

Staff can support a rezone to Multi-Family Residential District with the following conditions:

- 1.) That the driveway and parking areas be graveled in accordance with the Zoning Ordinance;
- 2.) That the primary structures be located a minimum of eighty feet (80') from any but the shared property line;
- 3.) That all State regulations be met and maintained;
- 4.) That any lighting used in conjunction with this use be shielded from surrounding existing and future residential uses and be night sky sensitive;
- 5.) That no derelict vehicles be stored on the property;

**Findings of Fact** could include: the properties are within a large subdivision; the State Engineer's Office has verbally approved the use of a well to serve each four unit apartment; there are no objections from the neighborhood; conditions of approval will limit negative impacts on surrounding properties; the use or value of the area adjacent to the property will not be affected substantially in an adverse manner

**Chair Rogers** asked if there was anyone wishing to speak in favor of this request.

**Eric Williams** introduced himself as one of the family members who are involved in the project. He showed a picture of how the duplexes will look.

**Commissioner Wagner** asked if there would be one of these duplexes on each of the lots. **Mr. Williams** responded affirmatively.

**Mr. Williams** thanked the Commissioners for giving them an opportunity to develop the project in this community.

**Commissioner Morley** wanted to know if **Mr. Williams** had spoken to Fambrough Water Co-Op. **Mr. Williams** indicated that the family had indeed contacted Fambrough about this project, but that their intentions were to drill domestic wells.

**Commissioner Morley** encouraged **Mr. Williams** to investigate further before beginning construction because there is not enough shallow water in that area. He also asked how many wells the family was thinking of drilling. **Mr. Williams** responded that they are estimating that there will be one domestic well per unit.

**Larry Bratcher** introduced himself and stated his address of 7802 Lincoln Ave. His property is just East of the subject properties. **Mr. Bratcher** expressed concerns with dust issues and water shortage issues in the area.

**Ernie Williams** introduced himself. **Mr. Williams** indicated that they will do their best to alleviate any potential problems with dust issues.

**Commissioner Morley** stated that that specific shallow aquifer was in a critical management area meaning it has very little saturation. Once again, he encouraged **Mr. Williams** to do some research before they begin construction. The reason Fambrough Water was there was because there is very limited shallow aquifer resources in the area. Another option they have is to drill into the artesian aquifer, but that is much more expensive.

**Mr. Brathcher** asked if he would be informed of the Commission's decision since he lives next door to the subject property. **Mr. Johnson** explained that the P&Z Commission will make a recommendation to the Chaves County Board of Commissioners. The Chaves County Board of Commissioners will make the final decision on this case on Wednesday, August 15, 2018 @ 9 a.m.

**Chair Rogers** asked if there was anyone else wishing to speak in favor or against the application. Nobody else spoke in favor nor against the application.

**Commissioner Morley** asked staff if the applicants would need to submit a Water Development Plan to the Office of the State Engineer for subdivision review. **Mr. Johnson** explained that they wouldn't have to since this was a rezone and not a subdivision request. Staff also stated that the applicants had to contact the appropriate state agencies to make sure that this project was feasible and met their standards before they submitted an application with Planning and Zoning. **Mr. Johnson** mentioned that the applicants have heard that although they might be given a permit for a domestic well by the Office of the State Engineer, they are not guaranteed water.

**Larry Connolly** introduced himself and stated his address of 2815 Encanto Drive. Since there is discussion about water, he encouraged **Commissioner Morley** to state his employment and qualifications.

**Commissioner Morley** stated that he works for the Office of the State Engineer. This office would be the one to give the permit for domestic wells.

**Commissioner Wagner** also expressed his concern with water availability for this project but hoped for the best.

*Commissioner Wagner made a motion to recommend approval of Case Z 2018-10, including Conditions of Approval and Findings of Fact. Commissioner Morley expressed that this area was not ideal for this type of project because of the limited shallow aquifer availability. After having said that, Commissioner Morley seconded the motion. Motion carried by a 3-0 roll call vote. This case is scheduled to be heard by the Chaves County Board of Commissioners on Wednesday, August 15, 2018 @ 9 a.m.*

**Mr. Johnson** stated that exempt subdivisions are being created frequently without any regulations from state or local agencies.

## **2. Case Z 2018-11**

*Request to Rezone to Industrial to allow a trucking business on property described as Tract B2 S28 T14S R25E C-D Section 28 Partition Exemption Survey S21-72, parcel # 4141084312176, address being 7924 Bronzite Rd. Hagerman*

**Marlin Johnson** began the Staff Report by stating that the subject property was located at 7924 Bronzite Road, about one-quarter of a mile south of Sagebrush Valley Road and is approximately 16 acres in size. The applicant desires to rezone to Industrial District for a trucking business. The property is currently zoned Agricultural.

There nearest permitted residences are on the property to the south and about 1000 feet to the north. Other residences are nearly three-quarters of a mile away. Access is via Bronzite Road, a private road that extends south from Sagebrush Valley Road/State Highway 13.

There is an approved Special Use Permit for a recreational facility on a property to the south and there is Commercial Zoning to the northeast adjacent to the subject property. A 20 acre parcel a quarter mile to the south was recently zoned to Industrial District for a trucking business. All other nearby zoning is Agricultural. As more Commercial and/or Industrial zoning and uses are established in the area, the recreational property could become zoned Commercial and not require a Special Use Permit.

No objections have been received from County Departments or from other agencies. There has been no objection from nearby landowners.

The Comprehensive Land Use Plan calls for Commercial and/or Industrial zoning for properties along the Highway 285 corridor. This property is not directly on the corridor but is within 500 feet of the highway, does fall within the corridor and is adjacent to parcels that abut Highway 285.

Access to Bronzite Road is excellent as Sagebrush Valley Road is a State Highway and Bronzite Road is only 1000 feet from State Highway 285. However, Bronzite Road is a private road, not maintained and only lightly developed. This represents the good and the bad of the subject property regarding access as there could be some issues with the private road, like dust and maintenance. However, that will be true regardless of the types of development that will occur along this three mile long road.

There is a need for areas that can be zoned for these types of industrial uses, particularly small to medium size trucking operations and perhaps oil field service businesses as well. A potential upside could be that businesses establishing along Bronzite Road might, over time, upgrade the road for their own needs.

Staff recommends approval of a rezone to Industrial District for a trucking operation with the following conditions:

- 1.) That the driveway and parking areas be graveled in accordance with the Zoning Ordinance;
- 2.) That a hard surface pad, concrete or asphalt, be installed and used for any maintenance operations, and that a catch basin be installed for any fluids, if necessary;
- 3.) That all State and Federal regulations be met and maintained;
- 4.) That any lighting used in conjunction with this use be shielded from surrounding existing and future residential uses and be night sky sensitive;
- 5.) That a residence associated with the business use be allowed; and
- 6.) That no derelict vehicles be stored in the open on the property;

Findings of Fact could include: the Comprehensive Plan supports industrial uses along Highway 285 and this location is within that corridor and adjacent to the parcel that abuts the Highway; there is an existing recreational use south of the subject property; there is Commercial Zoning adjacent to the property; nearby property has recently been zoned Industrial District; there is a substantial distance from the proposed business location to all but one existing residence, there are no objections from the neighborhood; conditions of approval will limit negative impacts on surrounding properties; the use or value of the area adjacent to the property will not be affected substantially in an adverse manner

**Commissioner Morley** asked if the County had not implemented certain conditions regarding offsetting effects to the water aquifer in this area. **Mr. Johnson** explained that this was when the previous owner had wanted to rezone a large portion of property in the area but that the acreage was cut down to 30 acres. He also indicated that the request was not for a use that requires a lot of water.

**Chair Rogers** asked if there was anyone wishing to speak in favor or against the application. Nobody spoke in favor nor against the application.

**Mr. Johnson** pointed out that the applicant was not present but that he more likely would be present next month since he had another rezone case.

*Commissioner Morley made a motion to recommend approval of Case Z 2018-11 including Conditions of Approval and Findings of Fact. Commissioner Wagner seconded the motion. Motion carried by a 3-0 roll call vote. This case is scheduled to be heard by the Chaves County Board of Commissioners on Wednesday, August 15, 2018 at 9 a.m.*

### **3. Case Z 2018-12**

*Request for a Special Use Permit to allow a Telecommunication Tower on property described as Pecos Valley Hagerman 4 Block 17 Lot 1 thru Lot 5 S20 T14S R26E, parcel # 4147083064367, at or near Petree Rd. and Shoshoni Rd., Hagerman*

**Marlin Johnson** began the Staff Report by stating that the subject was located south of 7849 Shoshoni Road and is 43 acres in size. The request is for a Special Use Permit for a wireless telecommunication facility.

Most surrounding properties are undeveloped. There are established residences to the northwest and another telecommunications tower to the north. The subject property and all neighboring properties are zoned Residential or Agricultural. The proposed location is approximately 250 feet from the north and west property lines. There is an existing tower approximately 500 feet to the north.

There have been no comments received from the public or any agencies.

The Commission may grant a Special Use Permit in Districts from which the use is otherwise prohibited if appropriate conditions and safeguards protect the general plan to conserve and protect property values in the neighborhood. This does not appear to have significant negative impact on surrounding properties and will enhance communications for emergency services.

Staff recommends approval of this Special Use Permit to allow a wireless telecommunications facility with the following stipulations:

1. That approval be substantially per the applicant's letter of intent and site plan;
2. That all State and Federal regulations be complied with;
3. That there be no lighting that is not required by the FAA; and
4. That if the facility remains inoperative for a period of 12 consecutive months it must be removed by the owner, unless a non-use permit for a prescribed period is granted by the County.

Findings of Fact could include: communication towers are an essential component of life for health and safety purposes as well as day to day convenience; cell towers are an economic benefit to the County; the use will not be injurious to the public health, safety, morals and general welfare of the community; the use or value of the area adjacent to the property does not appear to be affected substantially in an adverse manner; the site is suitable for the use and the surrounding properties seem generally compatible with the use

**Chair Rogers** asked if there was anyone wishing to speak in favor or against the application.

**Chad Hammill**, Hagerman Fire, introduced himself. **Mr. Hammill** stated that Southwestern Wireless was donating this tower to the Town of Hagerman.

*Commissioner Wagner made a motion to recommend approval of Case Z 2018-12 including Conditions of Approval and Findings of Fact. Commissioner Morley seconded the motion. Motion carried by a 3-0 roll call vote. This case is scheduled to be heard by the Chaves County Board of Commissioners on Wednesday, August 15, 2018 at 9 a.m.*



**Other Business**

**Marlin Johnson** gave a brief update on Case Z 2018-5. An objection to this proposal was filed by an attorney for Paul Taylor III, a neighboring landowner, due to covenants on the subdivision that the subject property is within. However, they have now submitted a letter stating that if consent is secured from the adjoining landowners within the subdivision that they would not object to a Special Use Permit for a trucking business and/or oil field service business. The applicant has sent letters to the two relevant landowners seeking their consent and has paid for the Planning Office to send certified notices to them as well. **Mr. Johnson** asked for a verbal agreement to bring this case before the Planning & Zoning Commission next month.

**Commissioner Morley** stated that they are getting similar requests all over the County and that it was beginning to look like a mess.

**Mr. Johnson** responded that he was glad for the rezone request on Bronzite Road because there needs to be areas for this type of use since trucking is very important in the agricultural and oil industry communities. The goal is not to have them all over the county but instead create places for them that have less conflict with residential uses.

*Commissioner Morley made a motion to discuss Case Z 2018-5 at the next meeting. Commissioner Wagner seconded the motion. Motion carried by a 3-0 roll call vote.*

There being no other business listed on the agenda or to come before the Commission, the meeting adjourned at 6:22PM.

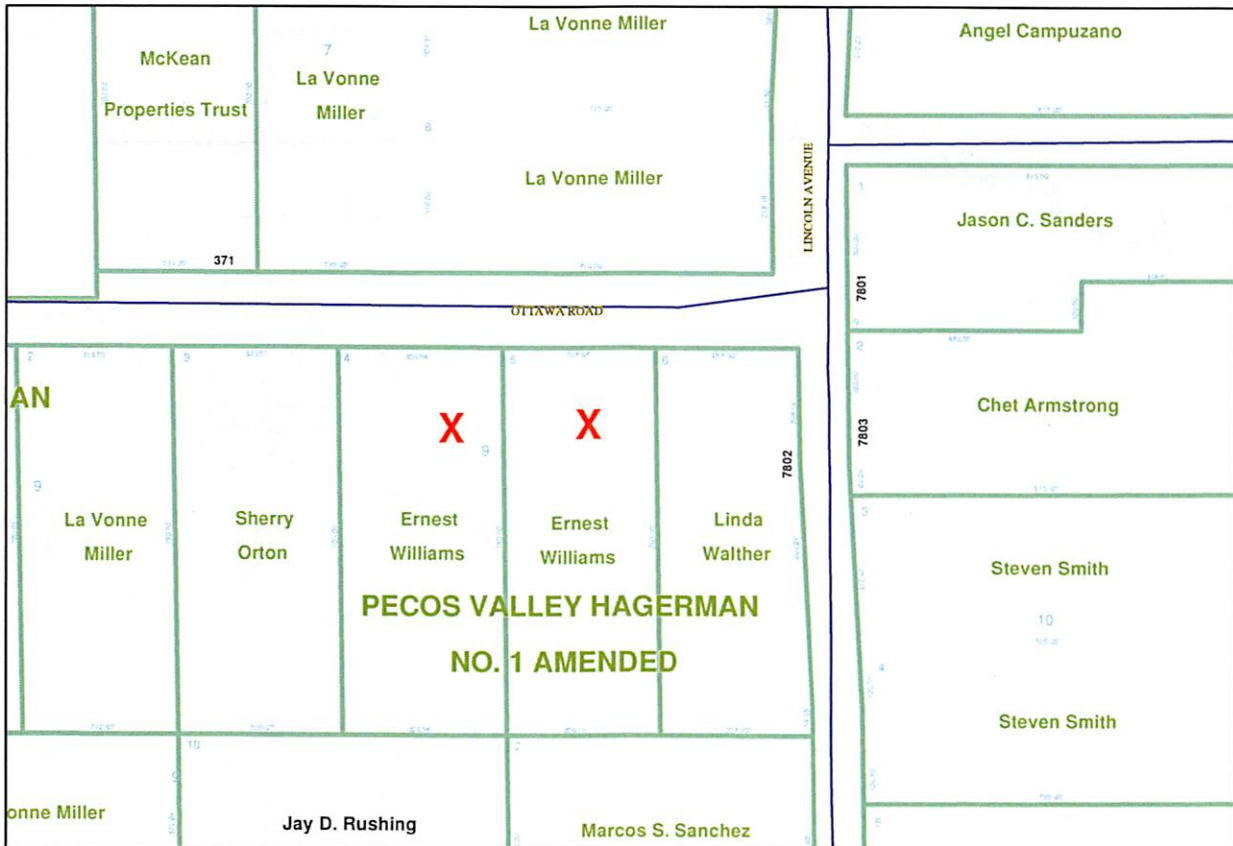
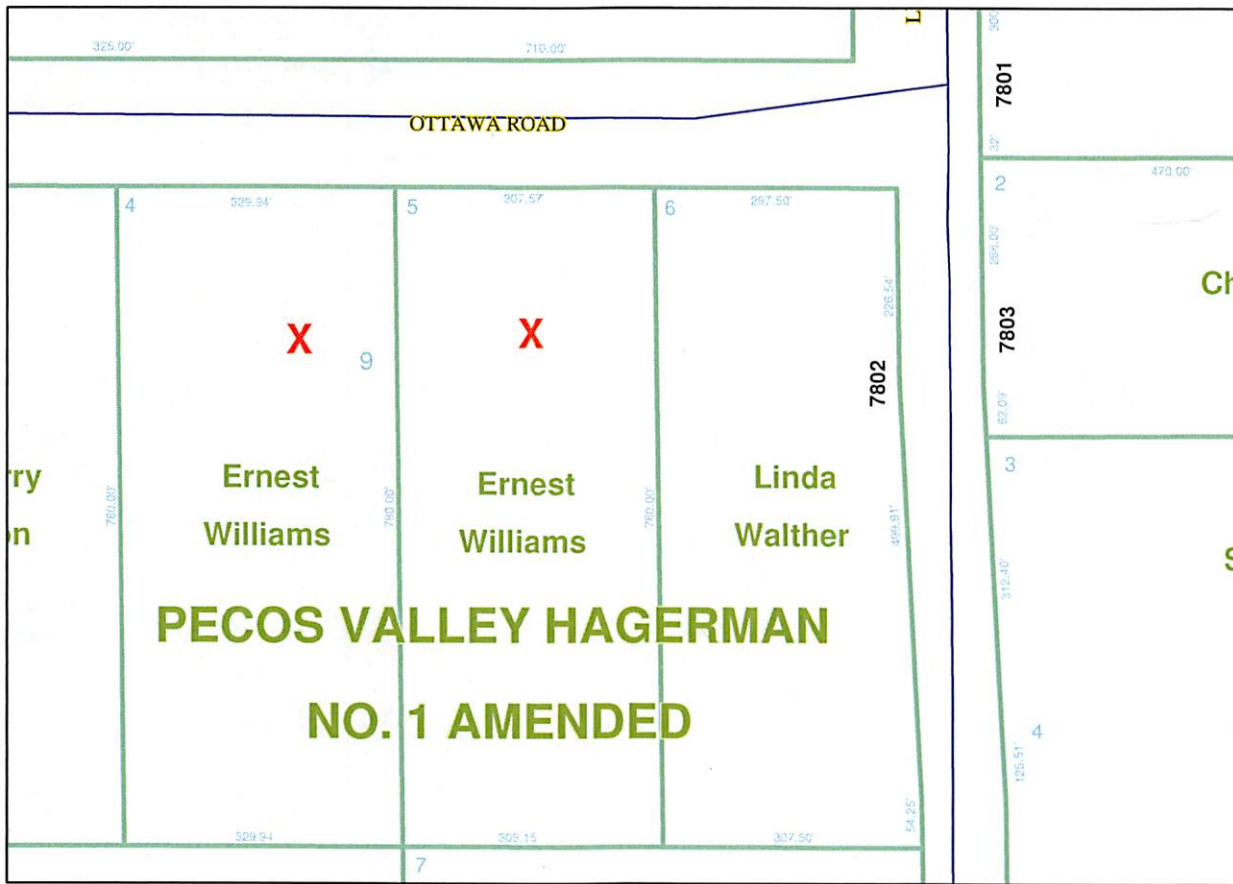
Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Attest

*Note: The minutes of this meeting are on file in the Chaves County Planning and Zoning office for review, upon request.*

# Vicinity Map



**Case Z 2018-10**  
**At or near Ottawa Rd. and Lincoln Ave.**



**STAFF REVIEW**  
**Z 2018-10**

The subject properties are located on the south side of Ottawa Road to the west of 7802 Lincoln Avenue. Each parcel is somewhat over 5 acres in size. The applicant desires to rezone to Multi-Family District to locate a four unit apartment on each parcel. The properties are currently zoned Residential.

All surrounding properties are within the Subdivision and zoned Residential. Many of the surrounding properties are undeveloped and some have established residences. A number of properties within the Subdivision have two homes, either with an approved Special Use Permit or grandfathered.

The applicant was advised to speak with the State Engineer's Office and the Environment Department before applying. Both state offices have given an OK to having wells and conventional septic systems on each parcel to serve the proposed use.

No objections have been received from County Departments or from other agencies. There has been no objection from nearby landowners.

The Comprehensive Land Use Plan calls for mid-density residential or farming in this area.

There is currently no Multi-Family Residential Zoning in the County beyond the ETZ or Town boundaries, but the proposed use can fit an established subdivision, especially on parcels of this size, as long as water supply and wastewater disposal can be approved.

Staff can support a rezone to Multi-Family Residential District with the following conditions:

- 1.) That the driveway and parking areas be graveled in accordance with the Zoning Ordinance;
- 2.) That the primary structures be located a minimum of eighty feet (80') from any but the shared property line;
- 3.) That all State regulations be met and maintained;
- 4.) That any lighting used in conjunction with this use be shielded from surrounding existing and future residential uses and be night sky sensitive;
- 5.) That no derelict vehicles be stored on the property;

**Findings of Fact** could include: the properties are within a large subdivision; the State Engineer's Office has verbally approved the use of a well to serve each four unit apartment; there are no objections from the neighborhood; conditions of approval will limit negative impacts on surrounding properties; the use or value of the area adjacent to the property will not be affected substantially in an adverse manner;



# CHAVES COUNTY/ETZ ZONING ORDINANCE APPLICATION TO REZONE PROPERTY

Case Number: Z2018-10 Date Received: 6/15/18 Fee: \$250.00

Name of Property Owner: Ernest Williams Phone Number: 512-998-0826

Mailing Address: 3101 SEQUOIA ST AMARILLO, TX 79107

Name of Applicant: ERNEST WILLIAMS

Mailing Address: 105 ANTIETAM TRL City: ELGIN, TX Zip: 78621

Home Phone Number: 512-998-0826 Business Phone Number: \_\_\_\_\_

Applicant Status:  Owner  Agent  Tenant  Other \_\_\_\_\_

Site Address: \_\_\_\_\_  ETZ  Chaves County

Property Legal Description: PVH 1 Amend BIK 9 Lot 4 + Lot 5

UPN: 4-145-083-475-050 +

Present Land Use: 4-145-083-443-050

Intended Land Use: \_\_\_\_\_

Present Zoning: Ag-Res Requested Zoning: Multi Family Residential Size of Development in Acres: 10 AC.

Reason for Request (Attach sheets if more space is needed): \_\_\_\_\_

Copy of Deed Attached:

I ACKNOWLEDGE THAT I HAVE BEEN INFORMED OF THE DATES, TIMES, AND LOCATIONS OF THE PUBLIC MEETINGS WHICH I OR MY AGENT MUST ATTEND IN ORDER TO FULFILL THE REQUIREMENTS OF THIS APPLICATION.

Ernest Williams

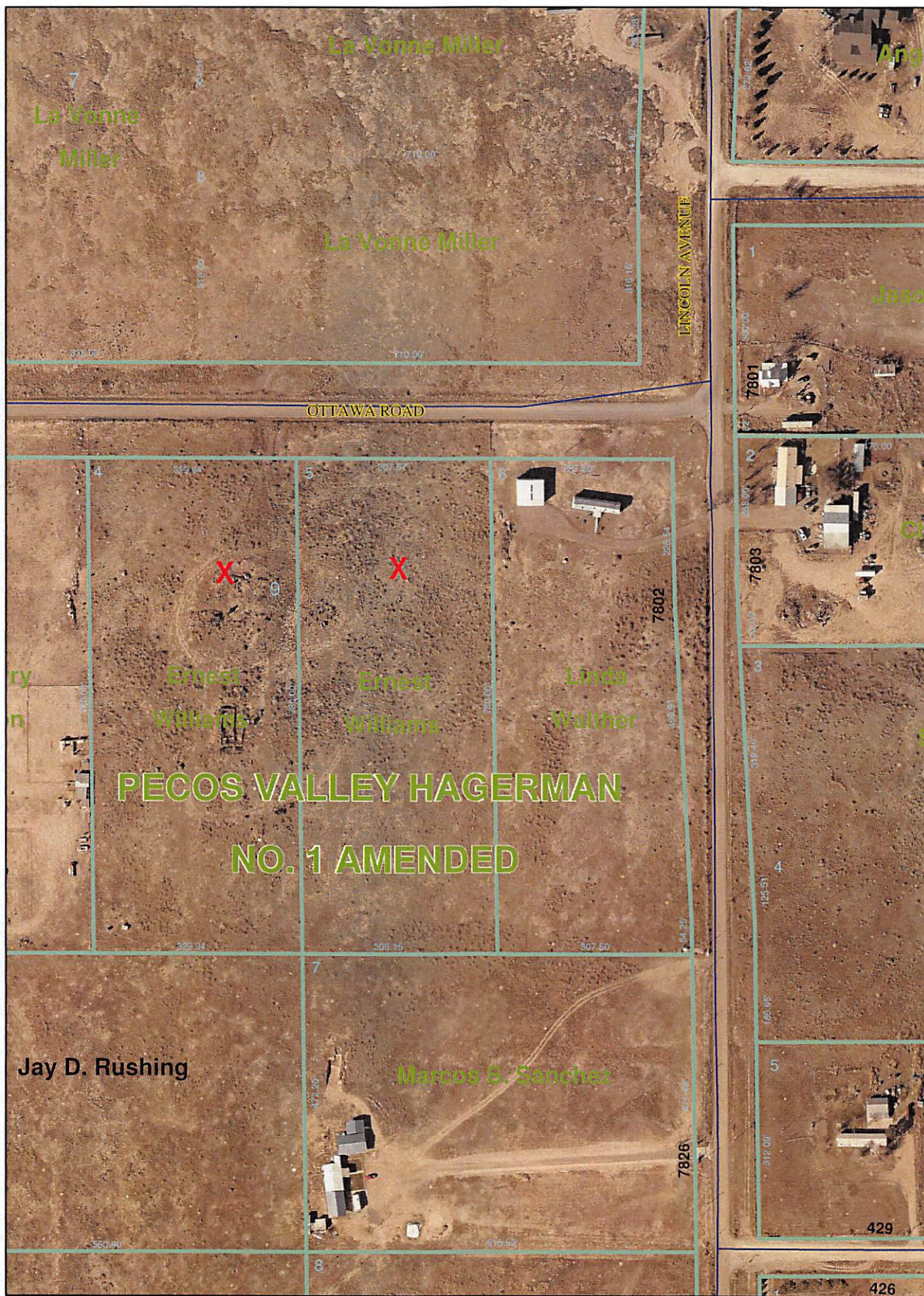
Owner's Signature

6/15/18

Date

10/01/14 P&Z Commission: Aug 7th @ 5:30 PM  
Chaves County Commissioners: Aug. 16th @ 9 AM

# Aerial Map



Case Z 2018-10  
At or near Ottawa Rd. and Lincoln Ave.



AGENDA ITEM: 2  
MEETING DATE: August 15, 2018

Case Z 2018-11 Request to Rezone to Industrial District from Agricultural District

## STAFF SUMMARY REPORT

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ACTION REQUESTED BY: Planning and Zoning

ACTION REQUESTED: Approve a request to Rezone to Industrial District.

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ITEM SUMMARY: The property is located south of 7924 Bronzite Road and is described as Tract B2 of the Cherry Section 28 Exemption Survey. The request is to rezone to Industrial District to allow a trucking business to include parking of trucks, truck repair, service and maintenances.

The Planning and Zoning Commission recommends approval with the Conditions and the Findings of Fact listed in the Staff Review.

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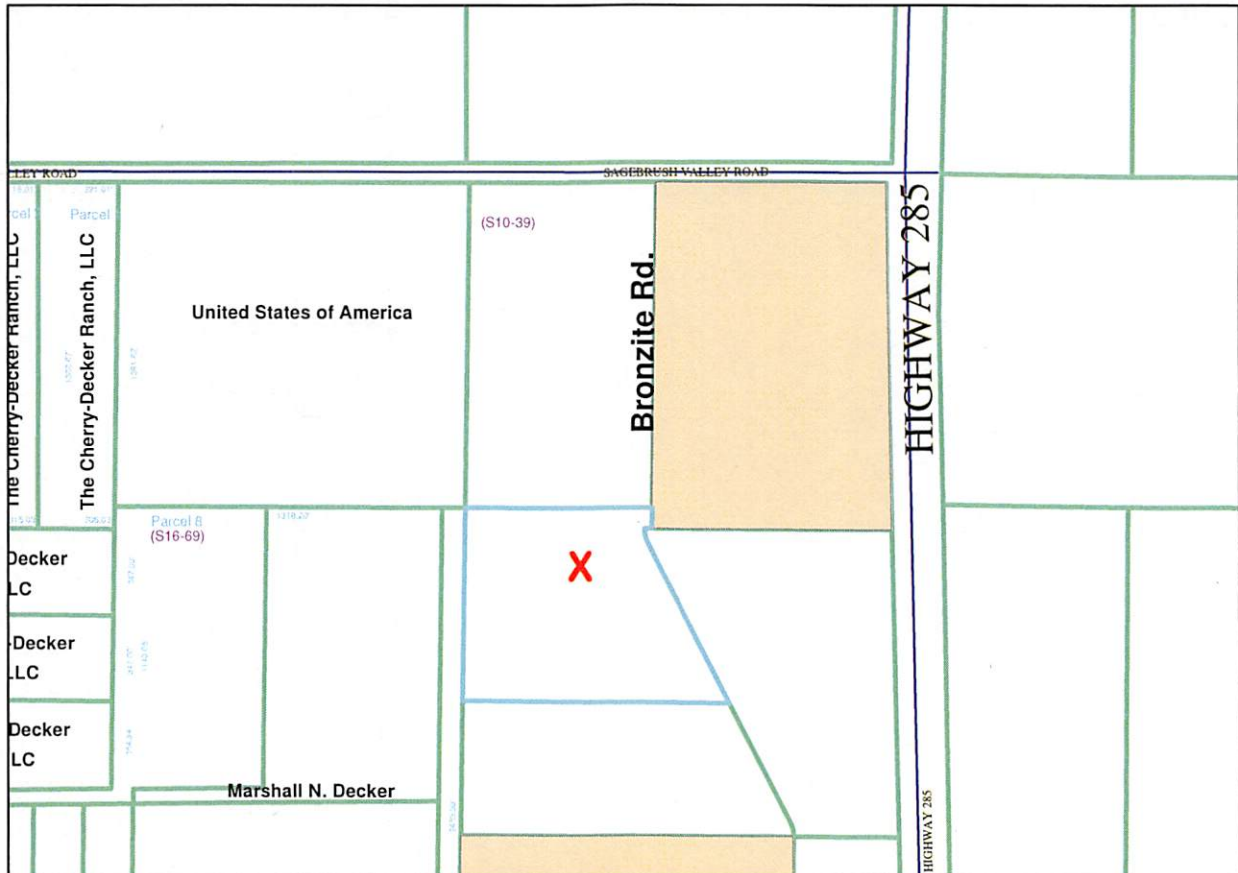
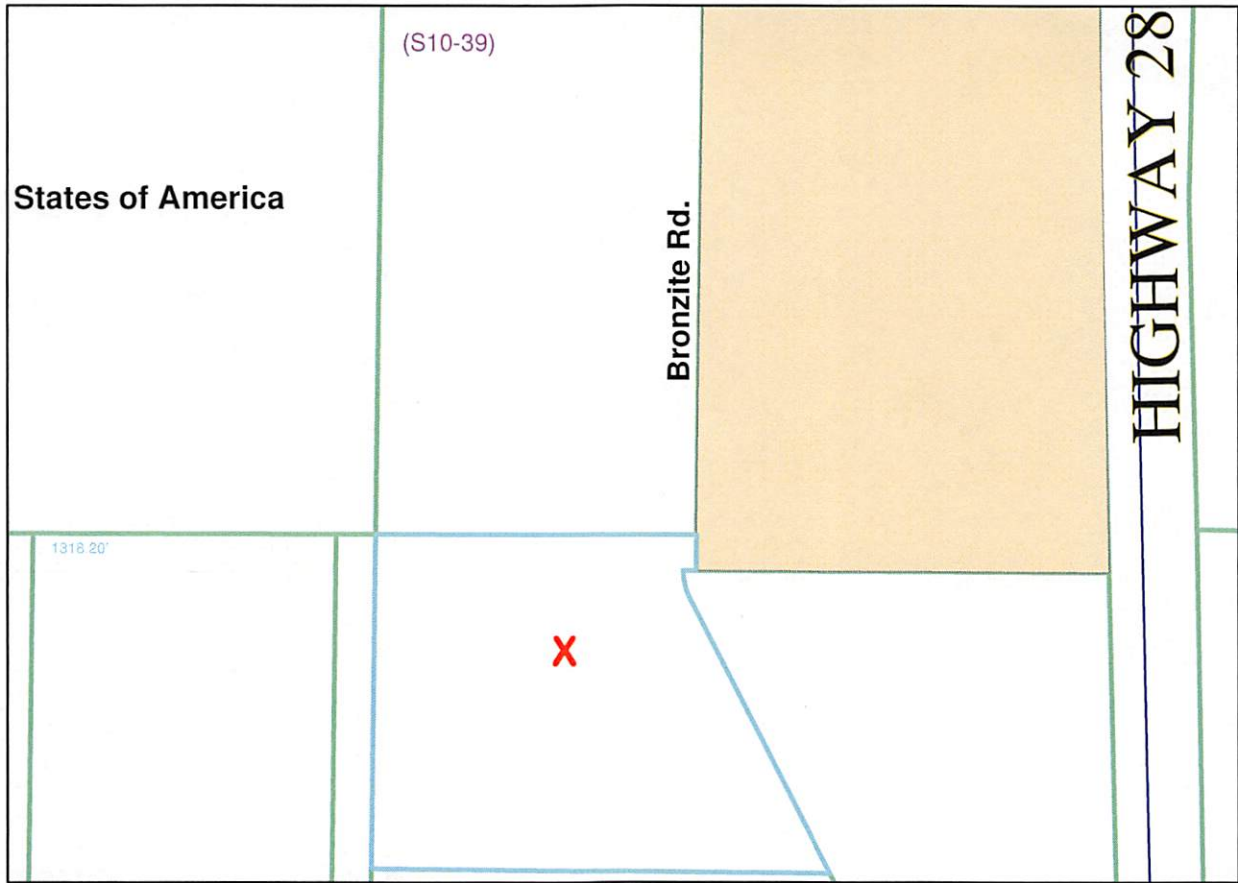
SUPPORT DOCUMENTS: Vicinity Map, Staff Review, Application, Aerial Photo

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SUMMARY BY: Marlin J. Johnson

TITLE: Planning and Zoning Director

# Vicinity Map



Case Z 2018-11  
7924 Bronzite Rd.



**STAFF REVIEW**  
**Z 2018-11**

The subject property is located at 7924 Bronzite Road, about one-quarter of a mile south of Sagebrush Valley Road and is approximately 16 acres in size. The applicant desires to rezone to Industrial District for a trucking business. The property is currently zoned Agricultural.

There nearest permitted residences are on the property to the south and about 1000 feet to the north. Other residences are nearly three-quarters of a mile away. Access is via Bronzite Road, a private road that extends south from Sagebrush Valley Road/State Highway 13.

There is an approved Special Use Permit for a recreational facility on a property to the south and there is Commercial Zoning to the northeast adjacent to the subject property. A 20 acre parcel a quarter mile to the south was recently zoned to Industrial District for a trucking business. All other nearby zoning is Agricultural. As more Commercial and/or Industrial zoning and uses are established in the area, the recreational property could become zoned Commercial and not require a Special Use Permit.

No objections have been received from County Departments or from other agencies. There has been no objection from nearby landowners.

The Comprehensive Land Use Plan calls for Commercial and/or Industrial zoning for properties along the Highway 285 corridor. This property is not directly on the corridor but is within 500 feet of the highway, does fall within the corridor and is adjacent to parcels that abut Highway 285.

Access to Bronzite Road is excellent as Sagebrush Valley Road is a State Highway and Bronzite Road is only 1000 feet from State Highway 285. However, Bronzite Road is a private road, not maintained and only lightly developed. This represents the good and the bad of the subject property regarding access as there could be some issues with the private road, like dust and maintenance. However, that will be true regardless of the types of development that will occur along this three mile long road.

There is a need for areas that can be zoned for these types of industrial uses, particularly small to medium size trucking operations and perhaps oil field service businesses as well. A potential upside could be that businesses establishing along Bronzite Road might, over time, upgrade the road for their own needs.

Staff recommends approval of a rezone to Industrial District for a trucking operation with the following conditions:

- 1.) That the driveway and parking areas be graveled in accordance with the Zoning Ordinance;
- 2.) That a hard surface pad, concrete or asphalt, be installed and used for any maintenance operations, and that a catch basin be installed for any fluids, if necessary;
- 3.) That all State and Federal regulations be met and maintained;
- 4.) That any lighting used in conjunction with this use be shielded from surrounding existing and future residential uses and be night sky sensitive;
- 5.) That a residence associated with the business use be allowed; and



6.) That no derelict vehicles be stored in the open on the property;

**Findings of Fact** could include: the Comprehensive Plan supports industrial uses along Highway 285 and this location is within that corridor and adjacent to the parcel that abuts the Highway; there is an existing recreational use south of the subject property; there is Commercial Zoning adjacent to the property; nearby property has recently been zoned Industrial District; there is a substantial distance from the proposed business location to all but one existing residence, there are no objections from the neighborhood; conditions of approval will limit negative impacts on surrounding properties; the use or value of the area adjacent to the property will not be affected substantially in an adverse manner;



# CHAVES COUNTY/ETZ ZONING ORDINANCE APPLICATION TO **REZONE** PROPERTY

Case Number: Z 2018-11 Date Received: 6/18/18 Fee: \$300

Name of Property Owner: Jaime, Ubaldo and David Garcia - Alvarado Phone Number: 575 703 7102  
 Mailing Address: 7545 Roswell Hwy  
 Name of Applicant: David Garcia - Alvarado  
 Mailing Address: 7545 Roswell Hwy, City: Artesia Zip: 88210  
 Home Phone Number: (575) 703-7102 Business Phone Number: \_\_\_\_\_  
 Applicant Status:  Owner  Agent  Tenant  Other \_\_\_\_\_

Site Address: 7924 Bronzite Rd  ETZ  Chaves County  
 Property Legal Description: B2 S28 T14S R25E  
 UPN: 4-141-084-312-176-000-000  
 Present Land Use: \_\_\_\_\_  
 Intended Land Use: \_\_\_\_\_  
 Present Zoning: Ag-Res Requested Zoning: Industrial Size of Development in Acres: 15  
 Reason for Request (Attach sheets if more space is needed):  
to park semi-trucks.  
 Copy of Deed Attached:

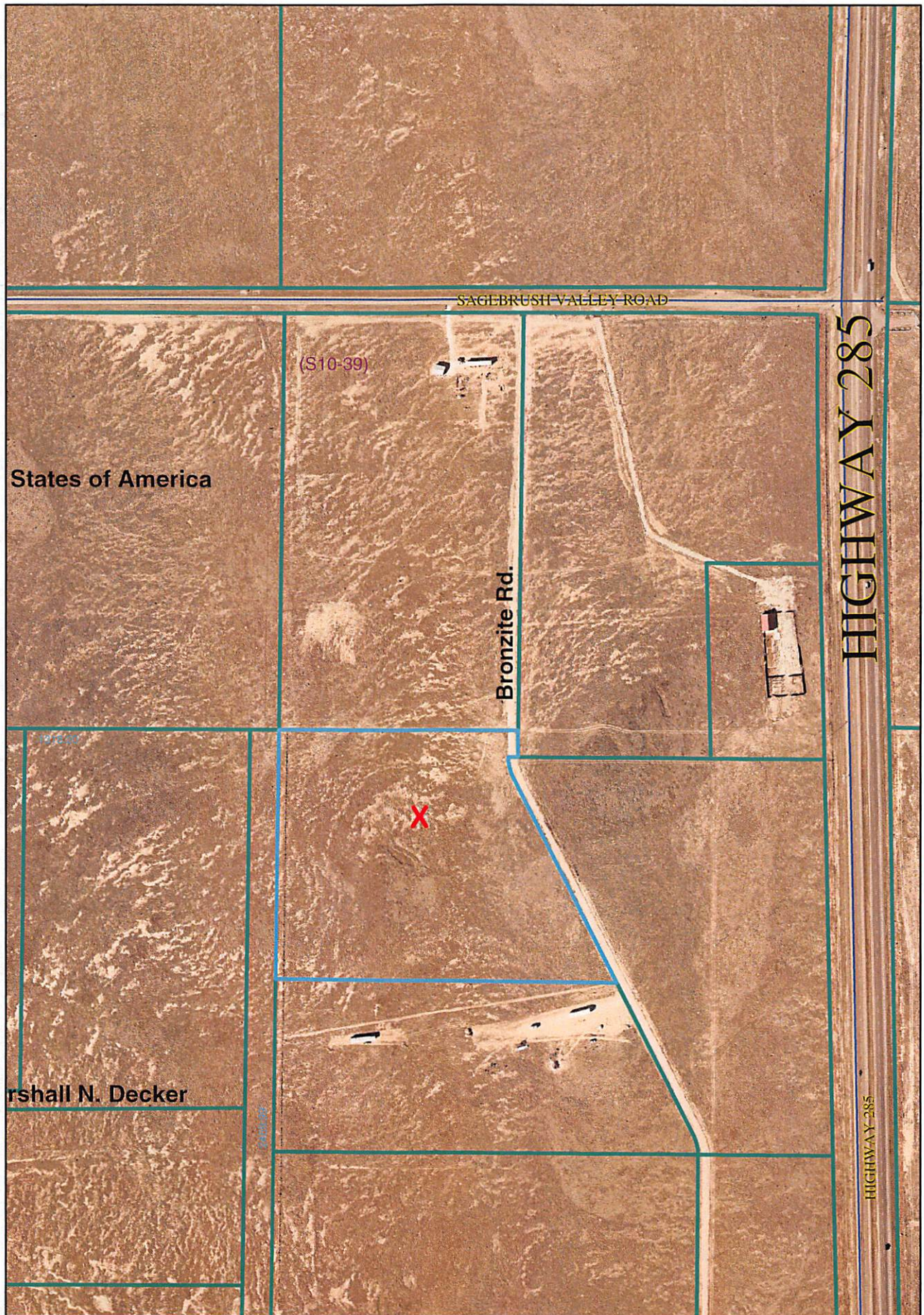
I ACKNOWLEDGE THAT I HAVE BEEN INFORMED OF THE DATES, TIMES, AND LOCATIONS OF THE PUBLIC MEETINGS WHICH I OR MY AGENT MUST ATTEND IN ORDER TO FULFILL THE REQUIREMENTS OF THIS APPLICATION.

[Signature] \_\_\_\_\_ Date: 6-18-18

\_\_\_\_\_

10/01/14 P+Z Comm. August 7, 2018 @ 5:30 PM  
 Chaves County Board of Comm - Aug. 16, 2018 @ 9AM.

# Aerial Map



Case Z 2018-11  
7924 Bronzite Rd.

AGENDA ITEM: 3  
MEETING DATE: August 15, 2018

Case Z 2018-12 Special Use Permit  
in Area II, Agricultural-Residential

## STAFF SUMMARY REPORT

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**ACTION REQUESTED BY:** Planning and Zoning

**ACTION REQUESTED:** Approve a Special Use Permit to allow a wireless telecommunications facility in an Agricultural-Residential District.

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**ITEM SUMMARY:** The subject property is located at the southeast corner of Shoshoni Road and Petree Road.

The Planning and Zoning Commission recommends approval of this Special Use Permit with the Conditions and Findings of Fact listed in the Staff Review.

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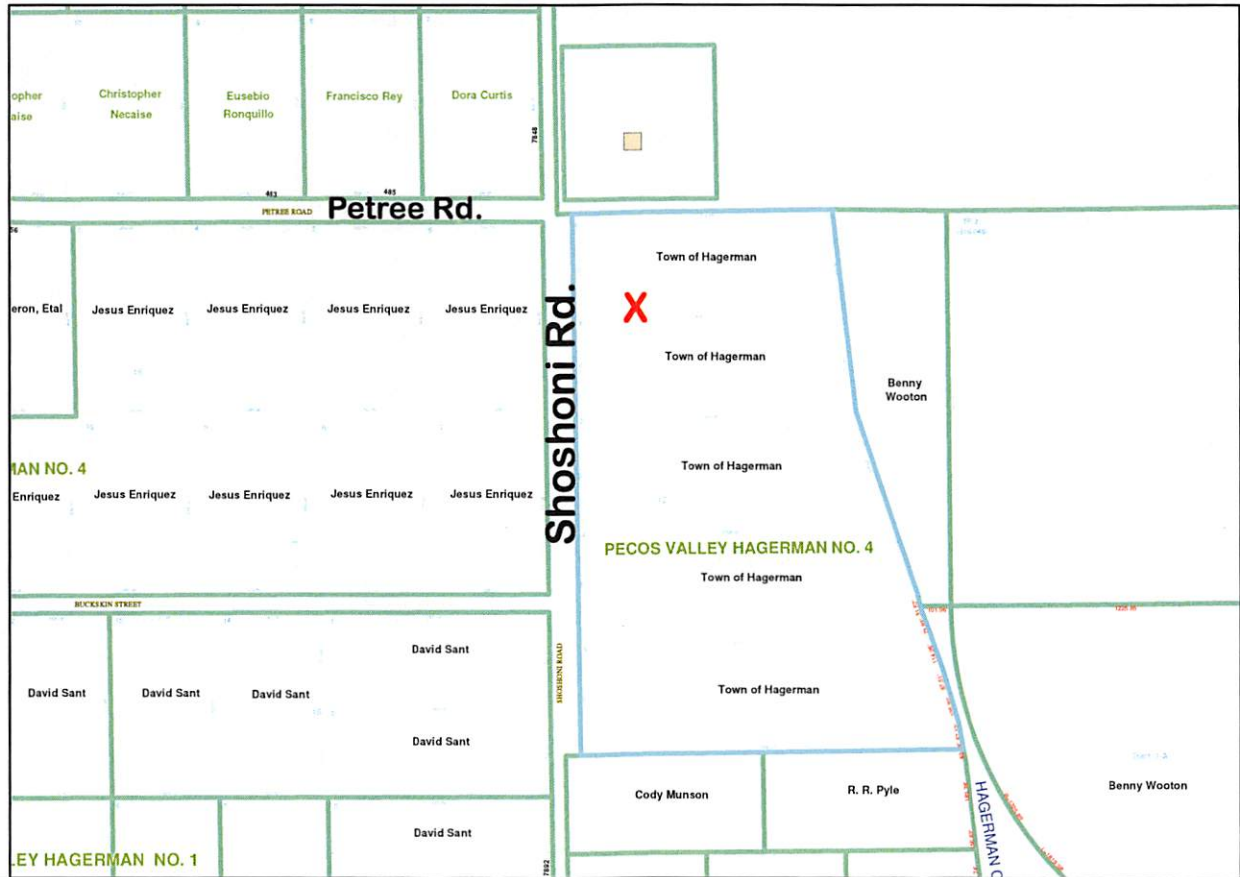
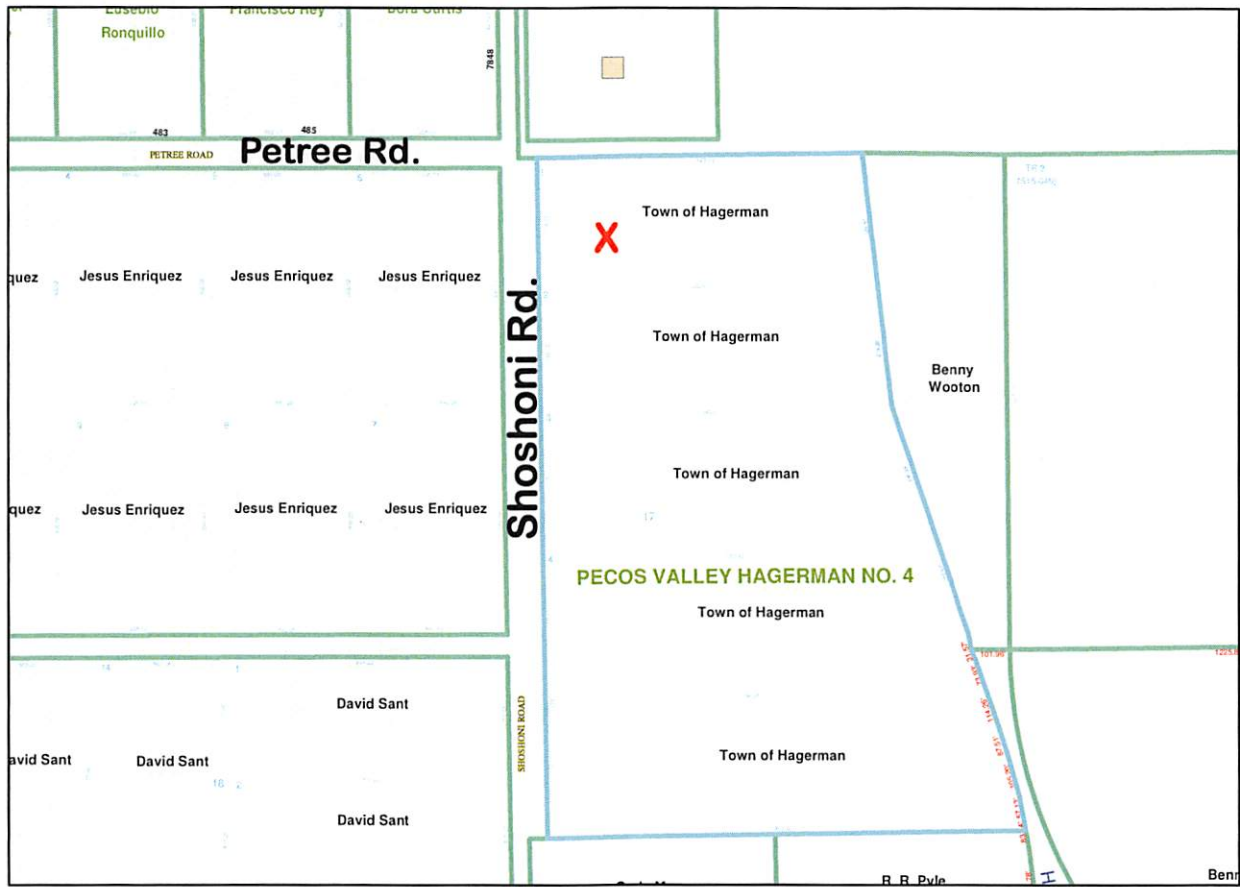
**SUPPORT DOCUMENTS:** Vicinity Map, Staff Review, Application, Aerial Photo

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**SUMMARY BY:** Marlin J. Johnson

**TITLE:** Planning and Zoning Director

# Vicinity Map



**Case Z 2018-12**  
**At or near Petree Rd. and Shoshoni Rd.**



**STAFF REVIEW**  
**Z 2018-12**

The subject property is located at south of 7849 Shoshoni Road and is 43 acres in size. The request is for a Special Use Permit for a wireless telecommunication facility.

Most surrounding properties are undeveloped. There are established residences to the northwest and another telecommunications tower to the north. The subject property and all neighboring properties are zoned Residential or Agricultural. The proposed location is approximately 250 feet from the north and west property lines. There is an existing tower approximately 500 feet to the north.

There have been no comments received from the public or any agencies.

The Commission may grant a Special Use Permit in Districts from which the use is otherwise prohibited if appropriate conditions and safeguards protect the general plan to conserve and protect property values in the neighborhood. This does not appear to have significant negative impact on surrounding properties and will enhance communications for emergency services.

Staff recommends approval of this Special Use Permit to allow a wireless telecommunications facility with the following stipulations:

1. That approval be substantially per the applicant's letter of intent and site plan;
2. That all State and Federal regulations be complied with;
3. That there be no lighting that is not required by the FAA; and
4. That if the facility remains inoperative for a period of 12 consecutive months it must be removed by the owner, unless a non-use permit for a prescribed period is granted by the County.

**Findings of Fact** could include: communication towers are an essential component of life for health and safety purposes as well as day to day convenience; cell towers are an economic benefit to the County; the use will not be injurious to the public health, safety, morals and general welfare of the community; the use or value of the area adjacent to the property does not appear to be affected substantially in an adverse manner; the site is suitable for the use and the surrounding properties seem generally compatible with the use;



# CHAVES COUNTY APPLICATION CHAVES COUNTY ZONING ORDINANCE

Case Number: Z 2018-12 Date Received: 06.29.18 Fee: \$150<sup>00</sup>

Type of Request:  SUIP  Variance  Change of Use

Name of Property Owner: Town of Hagerman Phone Number: 575-752-3204

Mailing Address: P.O. Box 247 Hagerman NM 88232

Name of Applicant: Town of Hagerman

Mailing Address: P.O. Box 247 Hagerman NM 88232 Home Phone Number: \_\_\_\_\_

Business Phone Number: 575-752-3204

Applicant Status:  Owner  Agent  Tenant  Other \_\_\_\_\_

Case Address, Legal Description, and Parcel Number: 4147083064367000000

Subd: Pecos Valley Hagerman 4 Block: 17 Lot: 1 THRU; - 5, 5:

20 T: 145 R: 26E BK; 612 PG; 599 WD

Present Land Use: \_\_\_\_\_

Intended Use: Communication Tower for Emergency services

Present Zoning: \_\_\_\_\_ Requested Zoning: \_\_\_\_\_

Applicant's Reason for Requested Change: (Use back if more space is needed) \_\_\_\_\_

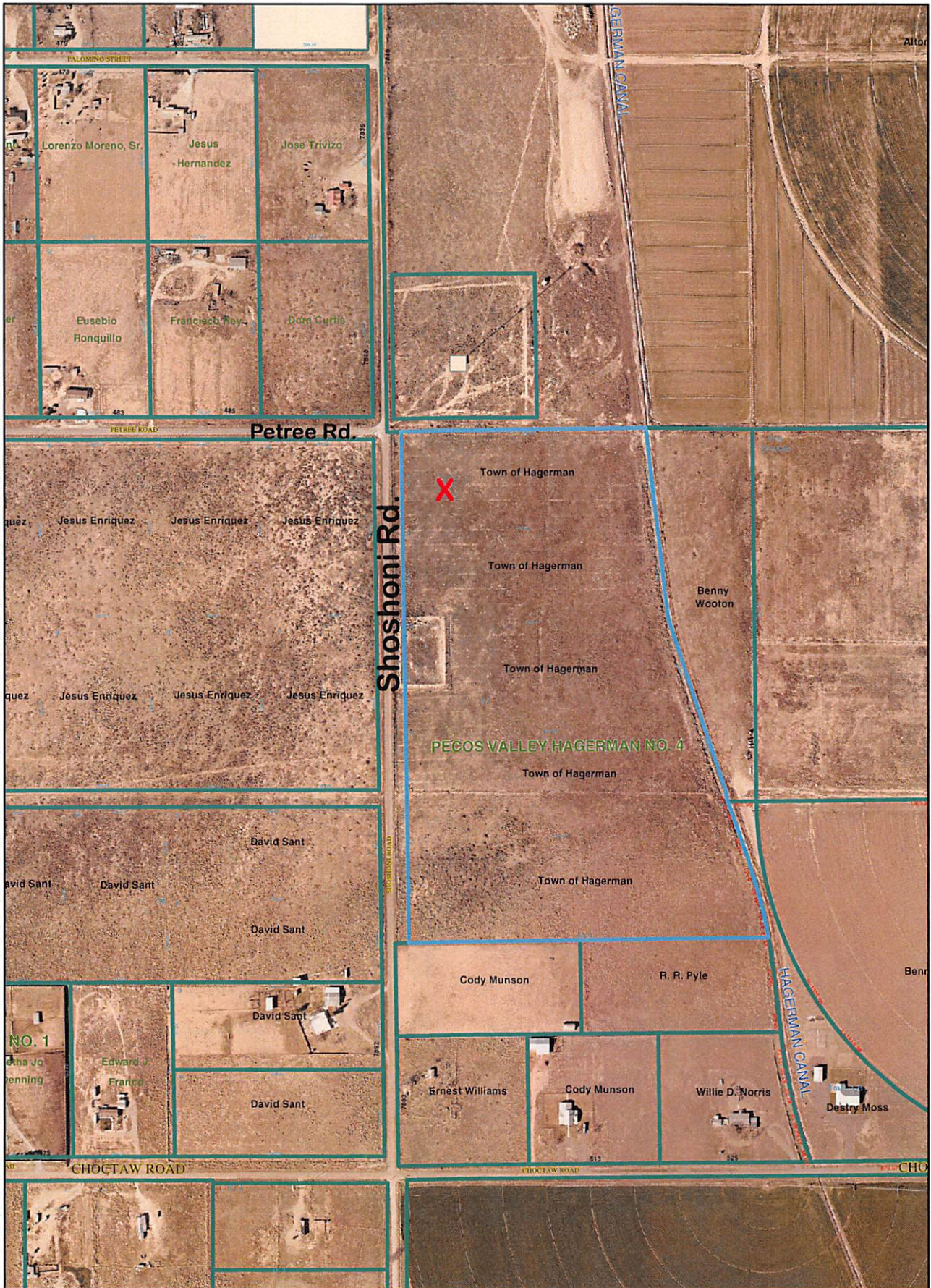
I ACKNOWLEDGE THAT I HAVE BEEN INFORMED OF THE DATES, TIMES, AND LOCATIONS OF THE PUBLIC MEETINGS WHICH I OR MY AGENT MUST ATTEND IN ORDER TO FULFILL THE REQUIREMENTS OF THIS APPLICATION.

Tony Larcia \_\_\_\_\_ Date 6/29/18

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

August 7, 2018 - P&Z meeting @ 5:30 PM  
 August 16, 2018 - BOC meeting @ 9:00 AM

# Aerial Map



**Case Z 2018-12**  
**At or near Petree Rd. and Shoshoni Rd.**





**AGENDA ITEM:** 4

Approval of Resolution R-18-030 and Agreement #A18-010 between Chaves County and the State of New Mexico Department of Transportation for Legislative Appropriation 18-C2622 in the amount of \$205,512.00

**MEETING DATE:** 8/15/2018

**STAFF SUMMARY**

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**Action Requested by:** Georgianna Hunt, Community Development Division

**Action Requested:** A) Approval of Resolution R-18-030  
B) Approval of Agreement A-18-010

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**Item Summary:** Staff is requesting approval of (A) Resolution R-18-030 and (B) Agreement A-18-010 between Chaves County and the State of New Mexico Department of Transportation for Legislative Appropriation #18-C2622 in the amount of \$205,512.00 for the purpose of Planning, Designing, Repairing, and Construction improvement to Hobson Road.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** (A) Resolution R-18-030  
(B) Agreement A-18-010 Between NMDOT and Chaves County

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**Summary by:** Georgianna Hunt

**Title:** Project Specialist, Community Development

# RESOLUTION

R-18-030

Chaves County Government

PARTICIPATION IN CAPITAL OUTLAY PROGRAM ADMINISTERED  
BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the Chaves County and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the project will be 205,512.00 to be funded by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 100% or \$205,512.00

and

- b. Chaves's proportional matching share shall be 0% or \$0.00

TOTAL PROJECT COST IS \$4,500,000.00

Chaves County shall pay all costs, which exceed the total amount of \$205,512.00

Now therefore, be it resolved in official session that Chaves County determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2022 (for Laws of 2015) and the Chaves County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the Chaves County to enter into Cooperative Agreement Control Number C2162549 with the New Mexico Department of Transportation for Capital Outlay (Laws of 2016 HB219) to plan, design, construct and repair Hobson Road in Roswell, in Chaves County within the control of the Chaves County in Roswell, New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

\_\_\_\_\_  
Robert Corn,  
Chairman, Chaves County Commission

\_\_\_\_\_  
DATE

**Contract Number:** \_\_\_\_\_  
**Vendor Number:** 0000054378  
**Control Number:** C2182622

**STATE OF NEW MEXICO  
DEPARTMENT OF TRANSPORTATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between the Department of Transportation, hereinafter called the “Department” or abbreviation such as “NMDOT”, and Chaves County, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2018, Chapter 80, Section 32, Subsection 20, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID C2622 NMDOT Control Number C2182622 **\$205,512**

APPROPRIATION REVERSION DATE: 6/30/2022

Laws of 2018, Chapter 80, Section 32, Subsection 20, Two Hundred Five Thousand Five Hundred Twelve Dollars and No Cents (\$205,512), to to plan, design, construct and install road and intersection improvements to Hobson road and United States highway 285 south, including culverts and drainage improvements, in Chaves county .

The Grantee’s total reimbursements shall not exceed Two Hundred Five Thousand Five Hundred Twelve Dollars and No Cents \$205,512 (the “Appropriation Amount”) minus the allocation for Art in Public Places

("AIPP amount")<sup>1</sup>, if applicable, , which equals Two Hundred Five Thousand Five Hundred Twelve Dollars and No Cents \$205,512 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

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<sup>1</sup> The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

<sup>2</sup> "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- a. must be approved by the applicable oversight entity (if any) in accordance with law; or
- b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: Chaves County  
Name: Sonny Chancey  
Title: Public Service Director  
Address: #1 St. Mary's Place, Roswell, New Mexico 88203  
Email: schancey@co.chaves.nm.us  
Telephone: 575-624-6600

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 2 Office  
Name: Sigrid Webb  
Title: Local Government Road Fund Coordinator  
Address: P.O. Box 1457, Roswell, NM 88202  
Email: Sigrid.Webb@state.nm.us  
Telephone: 575-637-7259

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

**ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **6/30/2022** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

## **ARTICLE V. EARLY TERMINATION**

### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

### **B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

### **C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

## **ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

- A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:
- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
  - (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
  - (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

**ARTICLE VII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

**ARTICLE VIII. REPORTS**

**A. Database Reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.



Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

**B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

**ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

**C. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

#### **ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
  - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
  - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
  - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded

from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
  - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
  - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
  - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
  - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
  - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well

as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. 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 this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Chaves County may immediately terminate this Agreement by giving Contractor written notice of such termination. The Chaves County’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Chaves County or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Chaves County or the Department”

**ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

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

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the Chaves County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Chaves County only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

**XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

**ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the

SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date of execution by the Department.

**GRANTEE**

Robert Corn, Chairman

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

Chaves County Government

\_\_\_\_\_  
Entity Name

By: \_\_\_\_\_  
(Type or Print Name)

Its: \_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Date

**DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
By:

Its: Cabinet Secretary or Designee

\_\_\_\_\_  
Date

**REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

Cynthia A. Christ  
By: Cynthia Christ

Its: Assistant General Counsel

7-31-18  
Date





**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE**  
**EXHIBIT 2**

**Notice of Obligation to Reimburse Grantee [# 1]**

DATE: [\_\_\_\_\_]

TO: Department Representative: [\_\_\_\_\_]

FROM: Grantee: [\_\_\_\_\_]

Grantee Official Representative: [\_\_\_\_\_]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [\_\_\_\_\_]

Grant Termination Date: [\_\_\_\_\_]

As the designated representative of the Department for Grant Agreement number [\_\_\_\_\_]  
entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the  
following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within  
the scope of the project description, subject to all the terms and conditions of the above referenced Grant  
Agreement.

Grant Amount (Minus AIPP if applicable): [\_\_\_\_\_]

The Amount of this Notice of Obligation: [\_\_\_\_\_]

The Total Amount of all Previously Issued Notices of Obligation: [\_\_\_\_\_]

The Total Amount of all Notices of Obligation to Date: [\_\_\_\_\_]

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: [\_\_\_\_\_]

Title: [\_\_\_\_\_]

Signature: [\_\_\_\_\_]

Date: [\_\_\_\_\_]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for  
indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of  
bond proceeds shall not be allowed unless specifically authorized by statute.

## **Attachment A**

### **The Chaves County shall agree to comply with the following Provisions:**

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

### **The Chaves County shall agree to comply with the following Lighting and Signal Provisions as applicable:**

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.

10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

**AGENDA ITEM:** 5

A. Approval of Agreement A-18-046 between Chaves County and the Southeastern New Mexico Economic Development District for Lease of Office Space

B. Approval of Agreement A-18-047 between Chaves County and the Roswell Refuge for Battered Adults for Lease of Building Located at 1215 North Garden

**MEETING DATE:** August 15, 2018

### **STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Stanton L. Riggs, County Manager

**ACTION REQUESTED:** Approval of Leases

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**ITEM SUMMARY:**

Staff is requesting approval of the above stated leases. These are our standard leases that we enter into with governmental entities/non-governmental agencies.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Agreements A-18-046 and A-18-047

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**SUMMARY BY:** Stanton L Riggs

**TITLE:** County Manager

**LEASE AGREEMENT A-18-046  
BETWEEN CHAVES COUNTY AND THE SOUTHEASTERN  
NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT  
FOR LEASE OF OFFICE SPACE**

THIS AGREEMENT is made this 15<sup>th</sup> day of August, 2018, by and between the County of Chaves, a political subdivision of the State of New Mexico, herein referred to as "Lessor" and the Southeastern New Mexico Economic Development District, hereinafter referred to as "Lessee".

WHEREAS, Lessor is the owner of certain property located in Roswell, New Mexico, known as the Pecos Valley Medical Complex, which is located at 1600 SE Main, Roswell, New Mexico, in which are located certain office suites and spaces; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor the office space constituting a portion of the building, identified as Suite D-1, (the "Premises"), upon the terms and conditions set forth herein.

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

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

2. TERM. The primary term of this Lease begins August 1, 2018 and runs for a period of one year ending June 30, 2019. This Agreement shall automatically renew for up to three (3) additional one (1) year periods, not to exceed a total of four (4) years, unless terminated in accordance with the terms provided herein.

3. TERMINATION. Either party may terminate this Agreement, with or without cause, by giving the other party sixty (60) days written notice of such intention to terminate.

4. RENT. The lease amount shall be paid in monthly installments of One Thousand, Two Hundred Dollars (\$1,200.00), which sum shall be paid on the first day of each month during the term of this Lease. Lessee may prepay any installment or installments of rent at any time provided, however, that such prepayment shall not be in excess of nine (9) months annual rental without the prior written consent of Lessor. All rentals required by the terms of this Lease shall be paid in lawful money of the United States or by check or draft of the Lessee, or someone acting for the Lessee, redeemable in lawful money of the United States, and shall be paid to Chaves County Treasurer, PO Box 1772, Roswell, NM 88202-1772 (check shall reference property), or at such other address as Lessor may from time to time furnish Lessee for this purpose.

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

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

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

7. UTILITIES. Lessor shall pay for the following utilities serving the Premises during the term of this Lease: electricity, gas, and water. All payments shall be made by the Lessor directly to the utility company furnishing such service.

8. REPAIRS AND MAINTENANCE. During the term of this Lease and all renewals thereof, Lessee shall make, at its own expense, all repairs needed to maintain the Premises in good condition and repair, including such repairs, alterations and maintenance as may be necessary to impede normal wear and tear, or as may be necessary in order that the Premises, including the improvement or fixtures thereon, shall conform to the lawful requirements, laws, ordinances, directions of proper public authorities, and the requirements of all policies of insurance in force relating to the Premises, except those repairs and maintenance which are the responsibility of Lessor. Lessee shall indemnify, defend and save lessor free and harmless from any claim, penalty, or damage or charge imposed for the violation of such laws, ordinances, rules and regulations, whether occasioned by the neglect of Lessee, or any agent or person in the employ of Lessee, or any person contracting with Lessee.

Lessor will be responsible for outside of the building, roof, glass, lawn, cooling and heating systems, electrical, plumbing, grounds, landscaping, parking lot, external doors, outdoor security lighting, sprinkler system, and will reasonably maintain the same.

9. LIABILITY OF LESSEE. Lessee agrees to defend, indemnify and save Lessor harmless against any and all loss, damage, claim or expense arising out of the

use of the Premises by Lessee, its agents, employees, invitees or trespassers, or out of any accident or other occurrence arising out of the use of the Premises, causing injury to any person whomsoever, or property whatsoever, due directly or indirectly to the use of the Premises or any part thereof by Lessee, its agents, employees, customers, patrons or other persons using the leased Premises.

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

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

11. ALTERATIONS OR ADDITIONS. Provided Lessee is not in default under the terms of this Lease, Lessee may, at its own expense, alter and/or modify the Premises, including the internal structures, installations and improvements located upon the Premises, as Lessee shall so elect. The construction and/or alteration of the Premises shall be done in a good and workmanlike manner and in conformity with all applicable laws, ordinance, restrictions and regulations. Notwithstanding anything contained herein to the contrary, Lessee may, without Lessor's prior approval, make only those changes to the improvements which do not constitute a material change in the structure and which do not impair the quality, lessen the utility, or decrease the value of the Premises. All plans for such material changes must first be submitted to and receive the approval of Lessor. Lessor agrees to respond promptly to each request for approval. At the termination of the Lease, all alterations and modifications shall become the property of the Lessor.

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

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

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

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

- (1) Lessee shall secure an endorsement to its own comprehensive general liability insurance policy, including Lessor as a named insured therein, insofar as such policy covers the Premises, which policy shall provide not less than \$1,000,000 combined single limit bodily injury/property damage coverage.
- (2) Lessee shall secure an owner's, landlord's and tenant's protective liability policy, or other appropriate type of policy covering the Premises and Lessor and Lessee, with the same limits and coverage as set out in Paragraph 13A above.

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

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

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

15. CONDITIONS OF DEFAULT, REMEDIES OF LESSOR; SECURITY FOR PERFORMANCE. If at any time during the term of this Lease or any renewal or extension thereof, Lessee shall:

A. Default in the payment of any fixed monthly rent or any other sums specifically to be paid by Lessee hereunder and such default shall not have been cured within ten (10) days after written notice has been given to Lessee specifying that such payment is due; or



B. Default in the observance or performance of any of the Lessee's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Lessee, and such default shall not have been cured within fifteen (15) working days after Lessor shall have given Lessee written notice thereof specifying such default; provided, however, that if the default complained of shall be of such nature that the same cannot be completely remedied, or cured within such fifteen (15) day period, then such default shall not be an enforceable default against Lessee for the purposes of this paragraph if Lessee shall have commenced curing such default within such fifteen (15) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of.

Then, in any such event, Lessee shall be in default under the terms of this Lease and Lessor shall have the following remedies:

A. Lessor may sue to collect any and all sums which may accrue to Lessor by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease.

B. Lessor may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease.

C. Lessor may, without further notice to Lessee and without demand for rent due or for the observance or performance of any of said terms, conditions or agreements, terminate this Lease, re-enter the Premises and remove all persons and property therefrom, using such force as may be necessary.

D. If Lessee shall at any time be in default in fulfilling any of the covenants of this Lease, Lessor may, but shall not be obligated so to do, and without notice to or demand upon Lessee, take or cause to be taken such action or made such payment as may be required by such covenant, at Lessee's risk and expense, and all expenses, costs, and liabilities of Lessor incurred in accordance with the terms of this paragraph shall be deemed additional rental hereunder, and shall be paid to Lessor on demand, together with interest at the rate of 15% annum.

E. The remedies of Lessor hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Lessor may be entitled in law or in equity. The failure of Lessor to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment of the future of such or any other covenant or option, nor shall the receipt by lessor of

rent with knowledge of any default by Lessee, or any other action of Lessor except a waiver expressed in writing signed by Lessor, be deemed a waiver of such default, nor shall the acceptance of Lessor of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof, nor absolve Lessee from its obligation to pay the full rental provided herein. The acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

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

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

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

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

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

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

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

20. NOTICES. At any notice provided for herein shall be sufficiently given if served personally or if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party to whom the notice is to be served. If either the Lessor or Lessee shall at any time change its name, or if there be an assignment or other disposition of lease rights by either party, or if either party changes the place of address to which such notice or communication shall be sent, written notice of such communication shall be given to the other party. Until further notice in writing is served, any notice or communication with reference to this Lease Agreement addressed to Lessor may be addressed to the Chaves County Manager, PO Box 1817, Roswell, NM 88202-1817, and any such notices or communication addressed to Lessee may be addressed to Southeastern New Mexico Economic Development District, 1600 SE Main, Suite D-1, Roswell, NM 88203. Notices given as provided herein shall be deemed effectively given as of the date of personal delivery or as of the third business day following the date of deposit of same for mailing in the United States Post Office.

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

22. ENTIRE AGREEMENT. The parties hereto agree that this Lease incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and that all covenants, agreements and understandings have been merged into this Lease. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable.

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

24. AMENDMENTS. The parties hereto agree that this Lease agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

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

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

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

BOARD OF CHAVES COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Robert Corn, Chairman

ATTEST:

\_\_\_\_\_  
Dave Kunko, County Clerk

LESSEE:

SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Dora Batista, Executive Director

**AGREEMENT A-18-047  
BETWEEN CHAVES COUNTY AND  
THE ROSWELL REFUGE FOR BATTERED ADULTS  
FOR LEASE OF BUILDING LOCATED AT 1215 NORTH GARDEN**

THIS AGREEMENT is made this 15<sup>th</sup> day of August, 2018, by and between the County of Chaves, a political subdivision of the State of New Mexico, herein referred to as "Lessor" and the Roswell Refuge for Battered Adults, hereinafter referred to as "Lessee".

WHEREAS, Lessor owns the building located at 1215 N. Garden Ave., and Lessee desires to lease the building, approximately 8,000 square feet, and will hereinafter be referred to as the "Premises", and

WHEREAS, Lessor desires to support Lessee in all its functions and activities, and

NOW, THEREFORE, the following agreement is entered into by the parties:

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

2. TERM. The primary term of this Lease is for a period beginning on August 1, 2018 and ending June 30, 2019, with parties having the option to renew as provided herein. Either party may terminate this Lease, upon sixty (60) days written notice to the other party.

3. OPTION TO RENEW. The parties may renew this Lease Agreement for one (1) additional five (5) year period, upon the same terms as provided herein.

4. RENT. As consideration for said lease, Lessee shall pay the County Eight Hundred Dollars (\$800.00) per year, payable in quarterly installments of Two Hundred Dollars (\$200.00) each, and provide services and benefits to the citizens of Chaves County as set forth in Exhibit A, attached hereto and incorporated by reference into this lease. In addition, Lessee shall be responsible for (a) all maintenance and repairs to the building; (b) the purchase and maintenance of all insurances as required by the County; and (c) all utilities.

The fair market rental value of the Premises is Thirty Thousand Dollars (\$60,000.00) a year (as shown in Exhibit A). The parties do hereby agree that the consideration paid and provided by Lessee as shown in Exhibit A exceeds the fair market rental value of the Premises.

5. USE OF PREMISES. Lessee covenants and agrees that it will use and occupy the Premises only as office space and classrooms, and for no other purpose without having first obtained the written consent of the Lessor. In the event Lessee fails

to utilize and occupy the Premises as set forth above without having first obtained the written consent of Lessor, Lessor shall have the option to terminate this Lease, and to re-enter the Premises as set forth herein. Notwithstanding anything contained herein to the contrary, in no event shall the Lessee use the Premises in any way which will increase the risks covered by insurance on the Premises and result in a cancellation of any insurance required to be obtained by this Agreement, even if such a use would otherwise be in furtherance of Lessee's business purposes.

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

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

7. UTILITIES. Lessee shall be liable and responsible for all utilities associated with the Premises. All payments shall be made by the Lessee directly to the utility companies furnishing such service, so that neither the Lessor nor the Premises shall be or become liable for any such rate, rentals or charges.

8. REPAIRS AND MAINTENANCE. During the term of this Lease and all renewals thereof, Lessee shall make, at its own expense, all repairs needed to maintain the Premises in good condition and repair, including such repairs, alterations and maintenance as may be necessary to impede normal wear and tear, or as may be necessary in order that the Premises, including the improvement or fixtures thereon, shall conform to the lawful requirements, laws, ordinances, directions of proper public authorities, and the requirements of all policies of insurance in force relating to the Premises, except those repairs and maintenance which are the responsibility of Lessor. Lessee shall indemnify, defend and save lessor free and harmless from any claim, penalty, or damage or charge imposed for the violation of such laws, ordinances, rules and regulations, whether occasioned by the neglect of Lessee, or any agent or person in the employ of Lessee, or any person contracting with Lessee.

Lessee will be responsible for the Premises, including the roof, all glass, cooling and heating systems, electrical, plumbing, grounds, landscaping, parking lot, external doors, outdoor security lighting, sprinkler system, and any damages which are caused by Lessee's failure to maintain the items for which it is responsible.

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

Premises or any part thereof by Lessee, its agents, employees, customers, patrons or other persons using the Premises.

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

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

11. ALTERATIONS OR ADDITIONS. Provided Lessee is not in default under the terms of this Lease, Lessee may, at its own expense, alter and/or modify the Premises, including the internal structures, installations and improvements located upon the Premises, as Lessee shall so elect. The construction and/or alteration of the Premises shall be done in a good and workmanlike manner and in conformity with all applicable laws, ordinance, restrictions and regulations. Notwithstanding anything contained herein to the contrary, Lessee may, without Lessor's prior approval, make only those changes to the improvements which do not constitute a material change in the structure and which do not impair the quality, lessen the utility, or decrease the value of the Premises. All plans for such material changes must first be submitted to and receive the approval of Lessor. Lessor agrees to respond promptly to each request for approval. At the termination of the Lease, all alterations and modifications shall become the property of the Lessor.

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

13. INSURANCE. At all times during the term of this Lease, the Lessee will, at its sole cost and expense, and as additional rent hereunder procure and maintain, with insurers authorized to do business in the State of New Mexico and which are of generally recognized responsibility and acceptable to the County the following insurance coverages:

- A. A public liability insurance policy in the amount of One Million Dollars (\$1,000,000) with no limiting modifications including the County as a named insured party.
- B. An insurance policy which covers damage to, or the destruction of, the demised Premises in the amount of Six Hundred Thousand Dollars (\$600,000) with no limiting modifications including the County as a named insured party.

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

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

In no event shall the County be held liable for any damage or personal injury caused by the act or omissions of the Lessee's employees and/or of persons coming on or near the Premises by reason of the Lessee's operations on the Premises, nor shall the County be held liable for accidents or occurrences resulting from the use of the Premises by the Lessee. Further, the Lessee shall indemnify and hold harmless the County from any and all loss, costs, damage, expense, claims and liability (including the attorney's fees incurred in connection therewith), for personal injury, including wrongful death, and property damage growing out of or in any way related to the Lessee's use or occupancy of the Premises.

All of the Lessee's personal property and fixtures located in or near the Premises shall be kept at the sole risk of the Lessee. The County shall not be liable for any loss thereof or damage to the Lessee's personal property or fixtures. Further, the County shall not be liable for any loss or damage to the Premises or any damage as a result of the interruption of activities or otherwise. The Lessee hereby waives all claims and rights on recovery against the County, its agents, officials, invitees and employees, for any loss or damage to such personal property and fixtures or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

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

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



No assignment, sublease, or transfer of interest in whole or in part made by Lessee or any subsequent assignee or transferee in interest shall operate to discharge or abate any obligation hereunder made or hereafter assumed by Lessee or any assignee or sublessee or transferee. A consent by Lessor to one assignment shall in no event be a consent to a subsequent assignment, sublease, or occupation by other persons. Any unauthorized assignment or sublease shall, at the option of Lessor, be void and shall terminate the Lease.

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

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

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

19. NOTICES. At any notice provided for herein shall be sufficiently given if served personally or if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party to whom the notice is to be served. If either the Lessor or Lessee shall at any time change its name, or if there be an assignment or other disposition of lease rights by either party, or if either party changes the place of address to which such notice or communication shall be sent, written notice of such communication shall be given to the other party. Until further notice in writing is served, any notice or communication with reference to this Lease Agreement addressed to Lessor may be addressed to the Chaves County Manager, PO Box 1817, Roswell, NM 88202-1817, and any such notices or communication addressed to Lessee may be addressed to the Roswell Refuge for Battered Adults, 1215 North Garden Ave., Roswell, NM 88201. Notices given as provided herein shall be deemed effectively given as of the date of personal delivery or as of the third business day following the date of deposit of same for mailing in the United States Post Office.

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

21. ENTIRE AGREEMENT. The parties hereto agree that this Lease incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and that all covenants, agreements and understandings have been merged into this Lease. No prior agreements, including Agreement A-08-038, or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable.

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

23. AMENDMENTS. The parties hereto agree that this Lease agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

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

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

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

BOARD OF CHAVES COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Robert Corn, Chairman

ATTEST:

\_\_\_\_\_  
Dave Kunko, County Clerk

**AGENDA ITEM:** 6

Resolution R-18-027 – Authorizing  
Suspending the Minimum Penalty  
Requirements of the Property Tax Code

**MEETING DATE:** 08/15/2018

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**STAFF SUMMARY REPORT**

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**Action Requested by:** Charlotte Andrade, County Treasurer

**Action Requested:** Approval of Resolution R-18-027

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**Item Summary:**

Resolution R-18-027 would suspend the minimum penalty requirements of the Property Tax Code; Section 7-38-050 NMSA 1978 which states *“If property taxes become delinquent, a penalty of one percent of the delinquent taxes for each month or any portion of a month they remain unpaid shall be imposed, but the total penalty shall not exceed five percent of the delinquent taxes except that, when the penalty determined under the foregoing provisions of this subsection is less than five dollars (\$5.00), the penalty to be imposed shall be five dollars (\$5.00).”*

Based on the exceptionally high rate of property tax collections, it is felt that a minimum \$5.00 penalty is unnecessary. The property tax collection average for the prior 10 years is 99.18 % as of June 30, 2018.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** **Resolution R-18-027**

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Summary by: Charlotte Andrade

Title: County Treasurer

**RESOLUTION R-18-027**

**SUSPENDING THE MINIMUM PENALTY REQUIREMENTS  
OF THE PROPERTY TAX CODE**

**WHEREAS**, it has been determined that the property tax collection percentage in Chaves County is exceptionally good without imposing a penalty on the taxpayers, and

**WHEREAS**, the Chaves County Commissioners have customarily suspended the minimum penalty requirements, and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chaves County Commissioners that the minimum penalty requirements of Section 7-38-50 NMSA 1978 of the Property Tax Code for the 2018 Tax Year is hereby suspended.

**Done at Roswell, County of Chaves, New Mexico this 15th day of August, 2018.**

**BOARD OF CHAVES COUNTY COMMISSIONERS**

\_\_\_\_\_  
Robert Corn, Chairman

\_\_\_\_\_  
William E. Cavin, Vice-Chair

ATTEST:

\_\_\_\_\_  
T Calder Ezzell Jr., Member

\_\_\_\_\_  
Dave Kunko  
County Clerk

\_\_\_\_\_  
Jeff Bilberry, Member

\_\_\_\_\_  
James W. Duffey, Member

**AGENDA ITEM:** 7

Resolution R-18-028  
2020-2024 Chaves County Infrastructure  
Capital Improvements Plan (ICIP)

**MEETING DATE:** 08/15/18

**STAFF SUMMARY**

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**Action Requested by:** Georgianna Hunt, Community Development Division

**Action Requested:** A. Approval of Resolution R-18-028  
B. Approval of proposed ICIP Plan for 2020 - 2024

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**Item Summary:**

The Infrastructure Capital Improvements Plan (ICIP) Project Summary has been updated in response to the annual request from the Department of Finance and Administration.

Chaves County is the Fiscal Agent for several non-profit agencies, due to reporting requirements, the Chaves County Joy Center, New Mexico Senior Olympics, and Southeast New Mexico Veterans Transport Network have all been added to the Chaves County 2020-2024 ICIP.

Resolution R-18-028 will provide authorization to submit the updated plan to the state.

2020-2024 Project Summary pages will be provided at Commission meeting.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** A. Resolution R-18-028  
B. 2020-2024 ICIP Project Summary

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Summary by: Georgianna Hunt

Title: Project Specialist

## Appendix II: Resolution Template

County, Municipality/Tribal Government/Special District of

\_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Resolution No. \_\_\_\_\_

### A RESOLUTION ADOPTING THE FY 2020-2024 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

WHEREAS, the county/municipality/tribal entity/chapter/special district of \_\_\_\_\_ recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY/MUNICIPALITY/TRIBE/CHAPTER/SPECIAL DISTRICT \_\_\_\_\_ that:

1. The county/municipality/tribal government/special district has adopted the attached FY 2020-2024 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution No. \_\_\_\_\_.

PASSED, APPROVED and ADOPTED by the governing body at its meeting of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor/County Commission Chair/Board Chair

ATTEST:

\_\_\_\_\_  
Municipal/County Clerk/Other Testator

**AGENDA ITEM:** 8

Resolution R-18-029

**MEETING DATE:** August 15, 2018

Deletion of property & proposed disposition

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Lucia Serrano

**ACTION REQUESTED:**

Approval of Resolution R-18-029

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**ITEM SUMMARY:**

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

Exhibit 'A' has the assets listed.

Staff recommends approval.

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**SUPPORT DOCUMENTS:**

Resolution R-18-029

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**SUMMARY BY:** Lucia Serrano

**TITLE:** Juvenile Justice Continuum/ DWI Coordinator

**RESOLUTION R-18-029**

**DELETION OF PROPERTY AND PROPOSED DISPOSITION**

At a regular meeting of the Board of Chaves County Commissioners held on August 15, 2018 the following was among the proceedings:

**WHEREAS**, the Chaves County completed the yearly physical inventory per Fixed Asset Policy Section 5.3.A and 5.3.B.; and,

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

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

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

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

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

**Done at Roswell, New Mexico, this 15<sup>th</sup> Day of August.**

**BOARD OF CHAVES COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
Robert Corn, Chairman

\_\_\_\_\_  
William E. Cavin, Vice-Chairman

\_\_\_\_\_  
T. Calder Ezzell Jr, Member

\_\_\_\_\_  
Jeff Bilberry, Member

\_\_\_\_\_  
James W. Duffey, Member

**ATTEST:**

\_\_\_\_\_  
Dave Kunko  
County Clerk



### Exhibit 'A'

Asset ID	Description	Primary Location
002587	CHAIRHI BACK W/ARMS DEEP GREEN	ASSESSOR
000160	PARTITIONROY TP-2S ALL LEXON STASH N STOWKICK PANEL FOR TP-2SUNIT 920	SHERIFF
000469	VEHICLE 1984 CHEVY 2-TON, GRASS/RESCUEGEMAN PUMP TAG#820312 (3261.00)TBOX,TAG#820319(1,110.26) VIN# 1GBG7D1B0EV139254G 36041	PFD
001074	CARD FILE5X8 2-DRAWER	SHERIFF
001075	CARD FILE5X8 2-DRAWER	SHERIFF
001098	FILE BOX2-DRAWER - 5X8 CARDSHERIFF'S ANNEX	SHERIFF
001223	FILE, CARDMETAL; DOUBLE	SHERIFF
002001	DRILLW\DRIVE & BIT DRIVERCRAFTSMANVALUE \$105.79	CLERK
002002	DRILLW\DRIVER & BIT DRIVERCRAFTSMANVALUE \$105.79	CLERK
003268	WELDERHOBART CHAMP 16 W/WELDER KITON UNIT 209	FLOOD
003562	TOOL BOXPRO CHEST 100UNIT 122	ROAD
003701	TOOL BOX/CHESTW/404 PIECE SET OF TOOLSJUSTIN CAMPBELL	ROAD
003708	TOOL BOX/CHESTW/404 PIECE SET OF TOOLSALFREDO MURILLO	ROAD
003710	TOOL BOX/CHESTW/404 PIECE SET TOOLS311 PC Habd Tools/ Plier Set, Srew set cut-off tool Location - Wesley	ROAD
003755	FILE CABINETBR.4DR FILING LETTER SIZE CABINETWELDING AREA	ROAD
003904	TOOL CHEST6-DRAWERJay	ROAD
007619	CALCULATORCASIO HANDHELD CALCULATORAngelo's Office	PUBLIC WRK
008401	GENERATORHONDA 5000 WATT GENERATOR	BFD
008435	VEHICLE2005 ECONOLINE FORD VAN15 PASSANGER VANG61313	CC Joy Ctn
008623	CABINETCABINET W/MOBILE HEATER TO KEEP FOOD WAR	CC Joy Ctn
008850	LIGHT BARAND RELATED EQUIP FOR NEWVEHICLES	SHERIFF
008941	DRYERMDE308 ELECTRIC DRYERROSWELL JOY CENTER KITCHEN	CC Joy Ctn
009034	PARTITIONW/RECESS PANEL, STAT WINDOW, DOUBLEVERTICAL WEAPON RACK	SHERIFF
009035	PARTITIONW/RECS PANEL, STAT WINDOW, DOUBLE VERT.VERTICAL WEAPON RACK	SHERIFF
009690	LIGHT BARARGENT SOLARIS 44" LIGHT BAR, SMC5 CONTRSIGNALMASTER, SIREN SPEAKER &CROWN VICTORIA MTG BRACKET FOR MD100	SHERIFF
010485	STEREO SYS.SONU STEREO SYSTEM	CC Joy Ctn
010554	COMPUTERLAPTOP	PFD
010996	LIGHTBAR45 LEGEND LIGHTBARSIGNAL MASTER CONTROLUNIT 932	SHERIFF
011116	ChairMagnitude Executive ChairAngelo's Office	PUBLIC WRK
011132	Partitionw/window bar, weapon sys, w/gun lock2peice ext panel (lowerunit 919	SHERIFF
011300	LAPTOP HP LAPTOP W/CARRY CASE	Tech Serv.
011933	Camera	CCFD#8
012103	HP Laser Jet 200 ColorAlys Desk	PUBLIC WRK
012205	Scanner Alys	PUBLIC WRK
012341	Office Chair	FINANCE 1
012433	ComputerAcer Veriton Alys desk	PUBLIC WRK
013188	CAMERA	CCFD#8
013253	MICROSOFT TABLET W/KEYBOARD Commisisoner Calder Ezzell	CC COMM 2
013293	PRINTER	BFD
013294	COMMISSIONER CAVIN IPAD	CC COMM 2
704285	TOOL CHEST6-DRAWER	ROAD
5375	Royal Vacuum	CCFM
10036	Royal Vacuum	CCFM

4327	Camera	CCADC
10262	Computer	IT
N/A	Light Bar	SHERIFF
N/A	Street Hawk Light Bar	SHERIFF
N/A	Projector	PUBLIC WRK
N/A	Dell Laptop	PUBLIC WRK
N/A	Fax Machine	PUBLIC WRK
N/A	Ink cartridges	FIRE
N/A	2 Bar Stools	Clerk
N/A	Brother Printer	CLERK
N/A	Printer	CLERK
N/A	Red Iron and Tin-Scrap	ROAD
N/A	CD/Cassette Player	Joy Center
N/A	Office Chair	Court Services
N/A	Office Chair	Court Services
N/A	Office Chair	Court Services
N/A	Canon Image Printer	ROAD
12162	Desktop Computer	Fire
3268	Hobart Champ Welder	FLOOD
N/A	Eagle Model Air Compressor	FLOOD
N/A	Gray Medal Desk	FLOOD
N/A	Fuel Tank	FLOOD

Item # 9

ITB-18-4 Vector Chemicals

Meeting Date: 08-15-2018

### STAFF SUMMARY

**REQUESTED BY:** Sandra Rodriguez  
Purchasing Director

**ACTION REQUIRED:** Award ITB-18-4

**SUMMARY:** The County has received bids from the following bidder under ITB-18-4 for Vector Chemicals. Staff has compared and evaluated bids on all items and recommends award be made to both vendors (Adapco and Target Specialty Products) as set forth on the attached bid tabulation spreadsheet.

ITB-18-4 VECTOR CHEMICALS							
BID TABULATION							
ITEM	PRODUCT	ADAPCO	QTY	BRAND	TARGET SPECIALTY PRODUCTS	QTY	BRAND
1	ULV ADULTICIDE/INSECTICIDE						
	Perm X 4-4 and Zenivex or equivalents	\$46.23	2.5 GALLON	Perm X 4-4	\$66.22	2.5 GALLON JUG	Evolver 4-4
		\$210.60	2.5 GALLON	Zenivez E4	\$210.60	2.5 GALLON JUG	Zenivex RTU
2	LARVICIDE						
a	Granules (G) Aquabac or equivalent	\$79.60	LB	Aquabac 200G	\$126.00	LB	Vectobac G
b	Briquets (BT) FourStar or equivalent	\$266.60	200/CASE	Fourstar 45	NO BID		
		\$446.09	200/CASE	Fourstar 90	NO BID		
		\$699.51	200/CASE	Fourstar 180	NO BID		
c	Water Soluble purches (WSP) Agnique or equivalent	\$775.00	CASE	Sheratax SPH 50	\$869.50	CASE	Vectolex WSP
d	Liquid Solution (LS) BTI liquid Larvicide Solution	\$88.18	2.5 GALLON	Aquabac XT	\$132.90	2.5 GALLON	Vectobac 12AS
3	HERBACIDE						
	Roundup or equivalent (Glyphosate 41.0%)	NO BID			\$48.85	2.5 GALLON JUG	Ranger Pro
4	FLUSING SOLUTION						
	ULV flushing solution	\$66.00	5 GALLON	BVA Maximum Flush	\$72.50	5 GALLON	BVA Max Flush
5	PUPICIDE						
	BVAZ Oil	\$51.00	5 GALLON PAIL	Sunspray MLO	\$70.75	5 GALLON PAIL	BVA -2
	LOW BID						

Award of this bid will constitute a price agreement against which orders will be placed as needed. The first term will be for a period of one year, with the option to renew for up to three additional one-year terms.

**SUPPORT DOCUMENTS:** Bid Summary

## **BID SUMMARY**

**BID #:** ITB-18-4

**COMMODITY:** Vector Chemicals

**USER DEPARTMENT(S):** Road Department

**SPECIFICATIONS BY:** Sandra Rodriguez, Purchasing Director

**ADVERTISED:** June 18, 2018, in the Roswell Daily Record and through the NM BID NET

**ADDENDA ISSUED:** None.

**OPEN DATE:** July 19, 2018

**SPECIFIC DESCRIPTION:** This is a routine solicitation for vector control chemicals such as insecticide, larvicide, herbicide, etc. for the Chaves County Vector Control Program. Award of this bid would result in a term price agreement, renewable annually for a term not to exceed four years. It was written into the specifications that bid could be awarded to multiple vendors at the Commission's discretion.

**AGENDA ITEM:** 10

Appointment of Member to JOY Center  
Board of Directors

**MEETING DATE:** August 15, 2018

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Stanton L. Riggs, County Manager

**ACTION REQUESTED:** Appoint Member

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**ITEM SUMMARY:**

Three members of the JOY Center Board of Directors are appointed by Chaves County. Presently those members are Mr. Harold Hobson, Mr. Robert McCrea and Mr. Dale Miller. The term of Mr. McCrea has expired. Monica Duran, Executive Director of Chaves County Joy Centers, Inc., has requested that Mr. McCrea be re-appointed for a two-year term.

Staff recommends approval of re-appointment of Mr. McCrea for a two-year term on the JOY Center Board of Directors.

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**SUPPORT DOCUMENTS:** None

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**SUMMARY BY:** Stanton L. Riggs

**TITLE:** County Manager



## CHAVES COUNTY J.O.Y. CENTERS, INC.

1822 N. MONTANA • ROSWELL, NM 88201  
PHONE (575) 623-5008 • FAX (575) 623-0907

July 30, 2018

Chaves County Commission  
#1 St. Mary's Place  
Roswell, NM 88203

Dear Chaves County Commission,

Chaves County JOY Centers, Inc. Board of Directors would like to inform you that the position for Community Representative two year term will expire 08/2018.

Mr. Robert McCrea's position as a representative for the community of Roswell is up for renewal in August of 2018. Mr. McCrea has accepted another two year term. I feel he has the best interest for the community of Roswell and would like your consideration for re-appointment of Mr. McCrea's current position on the Board of Directors for Chaves County JOY Centers, Inc.

Currently we have:

Harold Hobson-Representative for the Chaves County Commission (Term expires- at Discretion of Commission)

Robert McCrea - Representative for the community of Chaves County (Term expires 08/ 2018)

Dale Miller: Representative for the seniors of Chaves County (Term expires 08/ 2019)

Thank you for taking time out of your busy schedule and your consideration on this matter.

Respectfully,

Monica M. Duran  
Executive Director

**AGENDA ITEM:** 11

Approve Job Specification for DWI/Court Services Tech

**MEETING DATE:** August 15, 2018

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Stanton L. Riggs, County Manager

**ACTION REQUESTED:** Approve Job Specification

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**ITEM SUMMARY:**

Over the course of the past several months, staff has been monitoring the workload of the DWI Tech and we have decided that we can restructure the DWI Tech position and add additional duties to include supervising the community service program. As such, we are requesting approval of the job specification and upgrade of the position from a level G to level I on Chart C.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** DWI/Court Services Tech Job Specification

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**SUMMARY BY:** Stanton L Riggs

**TITLE:** County Manager

## CHAVES COUNTY POSITION SPECIFICATION SUMMARY

**POSITION TITLE:** DWI/Court Services Tech  
**DIVISION:** Finance  
**DEPARTMENT:** Community Services  
**REPORTS TO:** Continuum/DWI Coordinator  
**FLSA STATUS:** Non-Exempt



**Approved:** \_\_\_\_\_  
*Commissioner*

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

### POSITION SUMMARY

This position is responsible for the DWI tracking program and related duties as well as scheduling community service for Court Compliance. Work with minimal supervision.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

Tasks include but are not limited to:

- Responsible for working on independent administrative projects as assigned by supervisor.
- Submit monthly DWI reports, maintain client tracking program and closely work with Continuum/DWI Coordinator.
- Accountable for survey results, monthly DWI reports and board minutes.
- Coordinate community services van scheduling with Court Services Department.
- Organizing client lists for completion of community services.
- Backup for the community service van in the event a pullback is necessary from the Chaves County Detention Center.
- Assist Court Services when called upon for reporting and extraction of reports.

### SUPERVISORY CONTROLS

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

### QUALIFICATIONS

- **Education/Training/Experience:** High school diploma or G.E.D. and two (2) years' applicable experience.
- **Experience Substitution:** Up to two (2) years' college/forty-eight (48) hours course work may be substituted for two (2) years' experience.
- **Licenses/Certification:** Valid N.M. driver's license with a good driving record. No prior DWI convictions within the last 48 months.
- **Desirable Qualifications:** Spanish speaking, Associate's Degree in Criminal Justice, Business Administration, Social Sciences or related field.
- **Other:** Post offer drug analysis test. Driver's license, employment and criminal background investigation.



**OTHER REQUIREMENTS**

**Knowledge, Skills, and Abilities Required:**

- Considerable knowledge of business and personal computers, spreadsheets and financial software applications
- Ability to assess and prioritize multiple tasks, projects and demands.
- Ability to write intelligible and complete reports.
- Ability to communicate effectively orally and in writing.
- Establish and maintain effective working relations with co-workers and customers.
- Work independently using good judgment and decision-making skills.
- Ability to address personnel issues from time to time.
- Employee must know and understand County Personnel Policy as well as all county and departmental policies pertinent to the position.
- May require some out of town travel for training.
- Must be able to maintain an acceptable attendance record, be punctual and meet established deadlines.

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

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

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

**EMPLOYEE ACKNOWLEDGEMENT**

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

Accepted by: \_\_\_\_\_  
*Employee*

\_\_\_\_\_  
*Date*

**“Equal Employment Opportunity Employer”**

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

**Approval of Checks**

Approval of Checks

Commission Meeting 15-Aug-18

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**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Joe Sedillo, Finance Director  
(624-6646)

**ACTION REQUESTED:**  
Approval of Checks

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**ITEM SUMMARY:**

A/P:	06-Jul-18	\$231,829.50
	12-Jul-18	\$103,116.60
	13-Jul-18	\$424,736.07
	20-Jul-18	\$244,726.87
	27-Jul-18	\$79,347.97
	30-Jul-18	\$500.00

PAYROLL:	01-Jul-18	REGULAR	\$250,961.77
		FINALS	\$2,556.23
		FIRE	\$4,633.78
		CERTIFICATE PAY	\$34,540.78

PAYROLL:	07/1/518	REGULAR	\$297,050.23
		FINALS	\$4,166.70

Grand Total Checks to be Approved: \$1,678,166.50

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**SUPPORT DOCUMENTS:**

Copies of Bills Lists

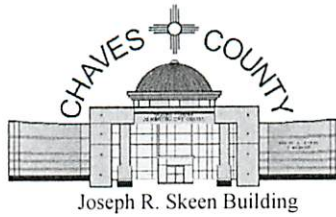
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**SUMMARY BY:** Cindy Mealand

**TITLE:** A/P Officer

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CHAVES COUNTY FINANCE  
ACCOUNTS PAYABLE  
P.O. Box 1597  
Roswell, NM 88202-1597  
Phone 575-624-6677 or 575-624-6620  
Fax 575-624-6576



**COMMISSIONERS**  
James W. Duffey · District 1  
T Calder Ezzell Jr. · District 2  
Jeff Bilberry · District 3  
Robert Corn · District 4  
William E. Cavin · District 5

Finance Director  
Joe Sedillo

County Manager  
Stanton L. Riggs

**Final Payment Register**

Date: 7-6-18  
Packet# 00687

Date: 7-20-18  
Packet# 00709

Date: \_\_\_\_\_  
Packet# \_\_\_\_\_

Date: 7-12-18  
Packet# 00693

Date: 7-27-18  
Packet# 00712

Date: \_\_\_\_\_  
Packet# \_\_\_\_\_

Date: 7-13-18  
Packet# 00698

Date: 7-30-18  
Packet# 00714

Date: \_\_\_\_\_  
Packet# \_\_\_\_\_

Date: 7-20-18  
Packet# 00705

Date: \_\_\_\_\_  
Packet# \_\_\_\_\_

Date: \_\_\_\_\_  
Packet# \_\_\_\_\_

**BOARD OF CHAVES COUNTY COMMISSIONERS**

\_\_\_\_\_  
Robert Corn, Chairman

\_\_\_\_\_  
William E. Cavin, Vice-Chairman

**ATTEST:**

\_\_\_\_\_  
James W. Duffey, Member

\_\_\_\_\_  
Dave Kunko  
County Clerk

\_\_\_\_\_  
T. Calder Ezzell Jr, Member

\_\_\_\_\_  
Jeff Bilberry, Member



# Expense Approval Register

Packet: APPKT00687 - CHECK RUN/07/06/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
<b>Vendor: BAMBI NALLEY</b>						
BAMBI NALLEY	INV0001989	07/05/2018	SEELY DM-2013-443	401-2-200-018-000	115.38	
					<b>Vendor BAMBI NALLEY Total:</b>	<b>115.38</b>
<b>Vendor: CARMEN CALACCHIO</b>						
CARMEN CALACCHIO	CC018522	07/05/2018	NIBRS TRAINING/07/09/18-0	401-7-751-225-000	32.00	
					<b>Vendor CARMEN CALACCHIO Total:</b>	<b>32.00</b>
<b>Vendor: CARRIE HARDY</b>						
CARRIE HARDY	INV0001986	07/05/2018	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00	
					<b>Vendor CARRIE HARDY Total:</b>	<b>250.00</b>
<b>Vendor: CINDY HABERLING</b>						
CINDY HABERLING	CC018523	07/05/2018	NIBRS TRAINING/07/09/18-0	401-7-751-225-000	32.00	
					<b>Vendor CINDY HABERLING Total:</b>	<b>32.00</b>
<b>Vendor: CUMBERLAND WATER CO-OP</b>						
CUMBERLAND WATER CO-O	CC018519	07/01/2018	ACCT.#G215	401-6-691-341-000	36.21	
CUMBERLAND WATER CO-O	CC018520	07/01/2018	ACCT.#G105	410-8-816-341-000	58.59	
CUMBERLAND WATER CO-O	CC018521	07/01/2018	ACCT.#B1085	408-8-812-340-000	21.43	
					<b>Vendor CUMBERLAND WATER CO-OP Total:</b>	<b>116.23</b>
<b>Vendor: DOROTHY GARRISON</b>						
DOROTHY GARRISON	CC018498	07/02/2018	PRIMARY ELECTION/2018	401-7-722-104-000	25.00	
					<b>Vendor DOROTHY GARRISON Total:</b>	<b>25.00</b>
<b>Vendor: GARY WILLARD</b>						
GARY WILLARD	CC01236	07/02/2018	PRIMARY ELECTION/2018	401-7-722-104-000	25.00	
					<b>Vendor GARY WILLARD Total:</b>	<b>25.00</b>
<b>Vendor: GLOBE LIFE AND ACCIDENT INS</b>						
GLOBE LIFE AND ACCIDENT I	INV0001980	07/05/2018	GLOBE LIFE PAYABLE	401-2-200-016-000	283.22	
GLOBE LIFE AND ACCIDENT I	INV0001980	07/05/2018	GLOBE LIFE PAYABLE	402-2-200-016-000	413.35	
					<b>Vendor GLOBE LIFE AND ACCIDENT INS Total:</b>	<b>696.57</b>
<b>Vendor: JEANINE CORN BEST</b>						
JEANINE CORN BEST	INV0001988	07/05/2018	J.BEST/ Cause # DM-2007-01	452-2-200-018-000	154.62	
					<b>Vendor JEANINE CORN BEST Total:</b>	<b>154.62</b>
<b>Vendor: LINDSAY HARRELL</b>						
LINDSAY HARRELL	CC018499	07/02/2018	PRIMARY ELECTION/2018	401-7-722-104-000	50.00	
					<b>Vendor LINDSAY HARRELL Total:</b>	<b>50.00</b>
<b>Vendor: NM ASSOC. OF ASSESSING OFFICERS</b>						
NM ASSOC. OF ASSESSING O	CC018501	07/02/2018	REG. FEE/M.WILLARD/R.LET	401-7-731-253-000	75.00	
					<b>Vendor NM ASSOC. OF ASSESSING OFFICERS Total:</b>	<b>75.00</b>
<b>Vendor: NM GEN SVCS RISK MGMT</b>						
NM GEN SVCS RISK MGMT	CC018515	07/05/2018	ADJUSTMENT	401-2-200-007-000	0.80	
NM GEN SVCS RISK MGMT	CC018515	07/05/2018	PREMIUMS/FEES	401-2-200-007-000	155,648.05	
NM GEN SVCS RISK MGMT	CC018515	07/05/2018	PREMIUMS/FEES	402-2-200-007-000	33,736.46	
NM GEN SVCS RISK MGMT	CC018515	07/05/2018	PREMIUMS/FEES	427-2-200-007-000	1,377.64	
NM GEN SVCS RISK MGMT	CC018515	07/05/2018	PREMIUMS/FEES	431-2-200-007-000	718.53	
NM GEN SVCS RISK MGMT	CC018515	07/05/2018	PREMIUMS/FEES	432-2-200-007-000	2,515.73	
NM GEN SVCS RISK MGMT	CC018515	07/05/2018	PREMIUMS/FEES	435-2-200-007-000	2,337.11	
NM GEN SVCS RISK MGMT	CC018515	07/05/2018	PREMIUMS/FEES	452-2-200-007-000	9,455.17	
NM GEN SVCS RISK MGMT	CC018515	07/05/2018	PREMIUMS/FEES	628-2-200-007-000	5,223.74	
NM GEN SVCS RISK MGMT	CC018516	07/05/2018	PREMIUMS	401-2-200-005-000	2,182.72	
NM GEN SVCS RISK MGMT	CC018516	07/05/2018	PREMIUMS	402-2-200-005-000	497.80	
NM GEN SVCS RISK MGMT	CC018516	07/05/2018	PREMIUMS	427-2-200-005-000	20.40	
NM GEN SVCS RISK MGMT	CC018516	07/05/2018	PREMIUMS	431-2-200-005-000	10.08	
NM GEN SVCS RISK MGMT	CC018516	07/05/2018	PREMIUMS	432-2-200-005-000	35.30	

Expense Approval Register

Packet: APPKT00687 - CHECK RUN/07/06/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM GEN SVCS RISK MGMT	CC018516	07/05/2018	PREMIUMS	435-2-200-005-000	20.40
NM GEN SVCS RISK MGMT	CC018516	07/05/2018	PREMIUMS	437-2-200-005-000	14.90
NM GEN SVCS RISK MGMT	CC018516	07/05/2018	PREMIUMS	452-2-200-005-000	134.10
NM GEN SVCS RISK MGMT	CC018516	07/05/2018	PREMIUMS	628-2-200-005-000	74.50
NM GEN SVCS RISK MGMT	CC018517	07/05/2018	PREMIUMS	401-2-200-021-000	1,571.30
NM GEN SVCS RISK MGMT	CC018517	07/05/2018	PREMIUMS	402-2-200-021-000	318.33
NM GEN SVCS RISK MGMT	CC018517	07/05/2018	PREMIUMS	427-2-200-021-000	12.05
NM GEN SVCS RISK MGMT	CC018517	07/05/2018	PREMIUMS	431-2-200-021-000	7.89
NM GEN SVCS RISK MGMT	CC018517	07/05/2018	PREMIUMS	432-2-200-021-000	26.20
NM GEN SVCS RISK MGMT	CC018517	07/05/2018	PREMIUMS	435-2-200-021-000	27.29
NM GEN SVCS RISK MGMT	CC018517	07/05/2018	PREMIUMS	452-2-200-021-000	87.08
NM GEN SVCS RISK MGMT	CC018517	07/05/2018	PREMIUMS	628-2-200-021-000	53.45

Vendor NM GEN SVCS RISK MGMT Total: 216,107.02

Vendor: NM RETIREE HEALTH CARE AUTHORITY

NM RETIREE HEALTH CARE A	INV0001974	07/01/2018	NM RETIREE HEALTH CARE P	401-2-200-020-000	45.42
NM RETIREE HEALTH CARE A	INV0002005	07/05/2018	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,354.64
NM RETIREE HEALTH CARE A	INV0002005	07/05/2018	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,668.04
NM RETIREE HEALTH CARE A	INV0002005	07/05/2018	NM RETIREE HEALTH CARE P	427-2-200-020-000	92.90
NM RETIREE HEALTH CARE A	INV0002005	07/05/2018	NM RETIREE HEALTH CARE P	432-2-200-020-000	128.31
NM RETIREE HEALTH CARE A	INV0002005	07/05/2018	NM RETIREE HEALTH CARE P	435-2-200-020-000	83.66
NM RETIREE HEALTH CARE A	INV0002005	07/05/2018	NM RETIREE HEALTH CARE P	437-2-200-020-000	63.07
NM RETIREE HEALTH CARE A	INV0002005	07/05/2018	NM RETIREE HEALTH CARE P	452-2-200-020-000	400.77
NM RETIREE HEALTH CARE A	INV0002005	07/05/2018	NM RETIREE HEALTH CARE P	628-2-200-020-000	231.63
NM RETIREE HEALTH CARE A	INV0002006	07/05/2018	NM Retiree HealthCare Law	401-2-200-020-000	2,383.40
NM RETIREE HEALTH CARE A	INV0002006	07/05/2018	NM Retiree HealthCare Law	431-2-200-020-000	18.15

Vendor NM RETIREE HEALTH CARE AUTHORITY Total: 11,469.99

Vendor: STATE OF NEW MEXICO

STATE OF NEW MEXICO	INV0001983	07/05/2018	C Childress/Cause# 0001110	401-2-200-018-000	71.08
STATE OF NEW MEXICO	INV0001985	07/05/2018	A.Perez/Cause# 165742	401-2-200-018-000	151.85
STATE OF NEW MEXICO	INV0001987	07/05/2018	S Ouillette/000085580	401-2-200-018-000	201.23
STATE OF NEW MEXICO	INV0001990	07/05/2018	J.JOHNSON 000088516	401-2-200-018-000	447.23
STATE OF NEW MEXICO	INV0001991	07/05/2018	RAMIREZ/000327532	401-2-200-018-000	213.23
STATE OF NEW MEXICO	INV0001992	07/05/2018	000154416 J. TARIN	401-2-200-018-000	94.62
STATE OF NEW MEXICO	INV0001993	07/05/2018	8954 MATTA	402-2-200-018-000	138.46
STATE OF NEW MEXICO	INV0001995	07/05/2018	000237989-SALSBERY	401-2-200-018-000	179.08
STATE OF NEW MEXICO	INV0001996	07/05/2018	000207247-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0001997	07/05/2018	000161340-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0001998	07/05/2018	000112931-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0001999	07/05/2018	000267500	401-2-200-018-000	141.69
STATE OF NEW MEXICO	INV0002000	07/05/2018	000324111	401-2-200-018-000	168.00

Vendor STATE OF NEW MEXICO Total: 2,240.09

Vendor: TEXAS CHILD SUPPORT SDU

TEXAS CHILD SUPPORT SDU	INV0001984	07/05/2018	AG# 0012436698/Cause#CC-	401-2-200-018-000	158.31
TEXAS CHILD SUPPORT SDU	INV0001994	07/05/2018	0009646845 MATTA,RAY	402-2-200-011-000	189.98

Vendor TEXAS CHILD SUPPORT SDU Total: 348.29

Vendor: VALERIE J. RAMIREZ

VALERIE J. RAMIREZ	INV0002007	07/05/2018	H. RAMIREZ DM-2017-00105	401-2-200-018-000	92.31
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Vendor VALERIE J. RAMIREZ Total: 92.31

Grand Total: 231,829.50

## Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	171,462.39
402 - ROAD FUND	36,962.42
408 - EAST GRAND PLAINS VOLFIRE	21.43
410 - MIDWAY VOLUNTEER FIRE FND	58.59
427 - INDIGENT HOSPITAL CLAIMS	1,502.99
431 - PUBLIC SAFETY GRANT	754.65
432 - DWI GRANT FUNDS	2,705.54
435 - CORRECTION GRANTS	2,468.46
437 - ENVIRONMENTAL TAX	77.97
452 - FLOOD CONTROL	10,231.74
628 - PROPERTY VALUATION	5,583.32
<b>Grand Total:</b>	<b>231,829.50</b>

## Account Summary

Account Number	Account Name	Expense Amount
401-2-200-005-000	GROUP INSURANCE PAY	2,182.72
401-2-200-007-000	MEDICAL INSURANCE PA	155,648.85
401-2-200-016-000	GLOBE LIFE PAYABLE	283.22
401-2-200-018-000	CHILD ENFORCEMENT P	2,717.63
401-2-200-020-000	RETIREE H/C PAYABLE	8,783.46
401-2-200-021-000	VISION CARE PAYABLE	1,571.30
401-6-691-341-000	UTILITIES	36.21
401-7-722-104-000	TEMPORARY SALARIES	100.00
401-7-731-253-000	DUES & OTHER FEES	75.00
401-7-751-225-000	PER DIEM EXPENSE	64.00
402-2-200-005-000	GROUP INSURANCE PAY	497.80
402-2-200-007-000	MEDICAL INSURANCE PA	33,736.46
402-2-200-011-000	MISCELLANEOUS PAYABL	189.98
402-2-200-016-000	GLOBE LIFE PAYABLE	413.35
402-2-200-018-000	CHILD ENFORCEMENT P	138.46
402-2-200-020-000	RETIREE H/C PAYABLE	1,668.04
402-2-200-021-000	VISION CARE PAYABLE	318.33
408-8-812-340-000	TELEPHONE	21.43
410-8-816-341-000	UTILITIES	58.59
427-2-200-005-000	GROUP INSURANCE PAY	20.40
427-2-200-007-000	MEDICAL INSURANCE PA	1,377.64
427-2-200-020-000	RETIREE H/C PAYABLE	92.90
427-2-200-021-000	VISION CARE PAYABLE	12.05
431-2-200-005-000	GROUP INSURANCE PAY	10.08
431-2-200-007-000	MEDICAL INSURANCE PA	718.53
431-2-200-020-000	RETIREE H/C PAYABLE	18.15
431-2-200-021-000	VISION CARE PAYABLE	7.89
432-2-200-005-000	GROUP INSURANCE PAY	35.30
432-2-200-007-000	MEDICAL INS. PAYABLE	2,515.73
432-2-200-020-000	RETIREE H/C PAYABLE	128.31
432-2-200-021-000	VISION CARE PAYABLE	26.20
435-2-200-005-000	GROUP INSURANCE PAY	20.40
435-2-200-007-000	MEDICAL INSURANCE PA	2,337.11
435-2-200-020-000	RETIREE H/C PAYABLE	83.66
435-2-200-021-000	VISION CARE PAYABLE	27.29
437-2-200-005-000	GROUP INSURANCE PAY	14.90
437-2-200-020-000	RETIREE H/C PAYABLE	63.07
452-2-200-005-000	GROUP INSURANCE PAY	134.10
452-2-200-007-000	MEDICAL INSURANCE PA	9,455.17
452-2-200-018-000	CHILD ENFORCEMENT P	154.62
452-2-200-020-000	RETIREE H/C PAYABLE	400.77
452-2-200-021-000	VISION CARE PAYABLE	87.08
628-2-200-005-000	GROUP INSURANCE PAY	74.50
628-2-200-007-000	MEDICAL INSURANCE PA	5,223.74

**Account Summary**

Account Number	Account Name	Expense Amount
628-2-200-020-000	RETIREE H/C PAYABLE	231.63
628-2-200-021-000	VISION CARE PAYABLE	53.45
	<b>Grand Total:</b>	<b>231,829.50</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	231,829.50
	<b>Grand Total:</b> 231,829.50

**Approved for Payment**  
*[Handwritten Signature]*



# Expense Approval Register

## PPKT00693 - CHECK RUN/END OF YEAR FY 17-18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: ABC PROPANE INC</b>					
ABC PROPANE INC	193851	06/04/2018	ACCT.#102721	452-8-832-223-000	1,629.03
ABC PROPANE INC	193881	06/15/2018	ACCT.#102721	452-8-832-223-000	3,278.01
ABC PROPANE INC	194015	06/29/2018	ACCT.#102721	452-8-832-223-000	3,177.38
ABC PROPANE INC	194016	06/29/2018	ACCT.#102721	452-8-832-223-000	2,912.82
<b>Vendor ABC PROPANE INC Total:</b>					<b>10,997.24</b>
<b>Vendor: BENCHMARK BUSINESS SOLUTIONS</b>					
BENCHMARK BUSINESS SOL	22909247	06/27/2018	ACCT.#003-1365133-000	408-8-812-251-000	110.40
<b>Vendor BENCHMARK BUSINESS SOLUTIONS Total:</b>					<b>110.40</b>
<b>Vendor: CARRASCO CARPET &amp; VINYL SERVICE</b>					
CARRASCO CARPET & VINYL	CC018505	06/15/2018	MATERIAL & LABOR	401-6-692-257-000	80.87
<b>Vendor CARRASCO CARPET &amp; VINYL SERVICE Total:</b>					<b>80.87</b>
<b>Vendor: CENTRAL VALLEY ELECTRIC COOP</b>					
CENTRAL VALLEY ELECTRIC C	CC018508	06/29/2018	ACCT.#23898800	410-8-816-341-000	18.58
CENTRAL VALLEY ELECTRIC C	CC018508	06/29/2018	ACCT.#10114001	410-8-816-341-000	284.03
CENTRAL VALLEY ELECTRIC C	CC018509	06/29/2018	ACCT.#10147201	401-6-691-243-000	32.50
CENTRAL VALLEY ELECTRIC C	CC018509	06/29/2018	ACCT.#12209501	401-6-691-243-000	351.14
CENTRAL VALLEY ELECTRIC C	CC018509	06/29/2018	ACCT.#12001802	401-6-691-243-000	46.78
CENTRAL VALLEY ELECTRIC C	CC018509	06/29/2018	ACCT.#23133100	410-8-816-341-000	147.55
CENTRAL VALLEY ELECTRIC C	CC018509	06/29/2018	ACCT.#6695501	414-8-819-341-000	123.88
CENTRAL VALLEY ELECTRIC C	CC018509	06/29/2018	ACCT.#12412501	437-6-659-341-000	46.58
CENTRAL VALLEY ELECTRIC C	CC018509	06/29/2018	ACCT.#24186400	437-6-659-341-000	47.05
CENTRAL VALLEY ELECTRIC C	CC018509	06/29/2018	ACCT.#22987100	437-6-659-341-000	46.44
CENTRAL VALLEY ELECTRIC C	CC018510	06/29/2018	ACCT.#12413301	411-8-814-341-000	9.29
CENTRAL VALLEY ELECTRIC C	CC018510	06/29/2018	ACCT.#12413101	411-8-814-341-000	10.19
CENTRAL VALLEY ELECTRIC C	CC018510	06/29/2018	ACCT.#12026501	411-8-814-341-000	82.15
CENTRAL VALLEY ELECTRIC C	CC018510	06/29/2018	ACCT.#12413201	411-8-814-341-000	65.58
<b>Vendor CENTRAL VALLEY ELECTRIC COOP Total:</b>					<b>1,311.74</b>
<b>Vendor: CHAVES COUNTY C.A.S.A.</b>					
CHAVES COUNTY C.A.S.A.	12 GS	06/30/2018	CONTINUUM GRANT/FY 17-1	631-8-885-267-000	800.00
CHAVES COUNTY C.A.S.A.	12 YA	06/30/2018	CONTINUUM GRANT/FY 17-1	631-8-885-267-000	4,593.00
<b>Vendor CHAVES COUNTY C.A.S.A. Total:</b>					<b>5,393.00</b>
<b>Vendor: CITY OF ROSWELL</b>					
CITY OF ROSWELL	CC018532	06/30/2018	ACCT.#44	437-6-659-242-000	11,465.85
<b>Vendor CITY OF ROSWELL Total:</b>					<b>11,465.85</b>
<b>Vendor: CONSTRUCTORS INC</b>					
CONSTRUCTORS INC	117220	06/21/2018	ACCT.#11390	402-6-653-290-000	10,535.14
CONSTRUCTORS INC	117256	06/25/2018	ACCT.#11390	402-6-653-290-000	12,406.68
CONSTRUCTORS INC	117302	06/27/2018	ACCT.#11390	402-6-653-290-000	9,393.36
<b>Vendor CONSTRUCTORS INC Total:</b>					<b>32,335.18</b>
<b>Vendor: COOPERATIVE EDUCATIONAL SVCS.</b>					
COOPERATIVE EDUCATIONAL	24-076840	06/09/2018	ACCT.#CHAVESCOUNTY	650-6-684-230-000	1,721.16
COOPERATIVE EDUCATIONAL	24-077848	06/28/2018	ACCT.#CHAVESCOUNTY	402-6-653-104-000	566.77
<b>Vendor COOPERATIVE EDUCATIONAL SVCS. Total:</b>					<b>2,287.93</b>
<b>Vendor: DATA FLOW</b>					
DATA FLOW	28888	06/29/2018	PRINTING OF CHECKS	401-6-631-230-000	506.08
<b>Vendor DATA FLOW Total:</b>					<b>506.08</b>
<b>Vendor: DEERE CREDIT INC</b>					
DEERE CREDIT INC	2017125	06/29/2018	ACCT.#030-0061556-006	402-6-653-251-000	4,055.51
DEERE CREDIT INC	2018076	06/30/2018	ACCT.#030-0067387-000	402-6-653-251-000	3,060.45



Expense Approval Register

Packet: APPKT00693 - CHECK RUN/END OF YEAR FY 17-18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DEERE CREDIT INC	2018077	06/30/2018	ACCT.#030-0067399-000	402-6-653-251-000	3,060.45
<b>Vendor DEERE CREDIT INC Total:</b>					<b>10,176.41</b>
<b>Vendor: ERGON ASPHALT EMULSIONS INC</b>					
ERGON ASPHALT EMULSION	9401866728	06/27/2018	ACCT.#926628	402-6-653-290-000	8,864.90
ERGON ASPHALT EMULSION	9401867389	06/28/2018	ACCT.#926628	402-6-653-290-000	8,638.71
<b>Vendor ERGON ASPHALT EMULSIONS INC Total:</b>					<b>17,503.61</b>
<b>Vendor: GIOVANNY RAMIREZ</b>					
GIOVANNY RAMIREZ	CC018504	06/29/2018	OTERO COUNTY/06/29/18	650-6-684-228-000	10.00
<b>Vendor GIOVANNY RAMIREZ Total:</b>					<b>10.00</b>
<b>Vendor: JOHNSON SEPTIC TANK CO.</b>					
JOHNSON SEPTIC TANK CO.	1398	06/22/2018	LABOR & MATERIAL	401-6-696-257-000	303.58
<b>Vendor JOHNSON SEPTIC TANK CO. Total:</b>					<b>303.58</b>
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>					
NEW MEXICO GAS COMPAN	CC018511	06/26/2018	ACCT.#076281612-0786941-	401-6-693-341-000	21.27
NEW MEXICO GAS COMPAN	CC018512	06/28/2018	ACCT.#076333413-0787459-	452-8-832-341-000	21.99
NEW MEXICO GAS COMPAN	CC018513	06/28/2018	ACCT.#076846512-1202378-	411-8-814-341-000	20.85
<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>					<b>64.11</b>
<b>Vendor: REDDEN PLUMBING &amp; MECHANICAL</b>					
REDDEN PLUMBING & MECH	6270	06/25/2018	INSTALL TWO A/C UNITS	408-8-812-257-000	9,999.00
<b>Vendor REDDEN PLUMBING &amp; MECHANICAL Total:</b>					<b>9,999.00</b>
<b>Vendor: SOUTHWESTERN PUBLIC SERVICE CO</b>					
SOUTHWESTERN PUBLIC SER	CC018506	06/25/2018	ACCT.#54-3943782-6	412-8-815-341-000	135.89
SOUTHWESTERN PUBLIC SER	CC018506	06/25/2018	ACCT.#54-3943785-9	412-8-815-341-000	63.17
SOUTHWESTERN PUBLIC SER	CC018507	06/26/2018	ACCT.#54-3943607-4	401-7-751-341-000	66.61
<b>Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:</b>					<b>265.67</b>
<b>Vendor: TOWN OF DEXTER</b>					
TOWN OF DEXTER	CC018533	06/28/2018	ACCT.#1085	401-6-693-341-000	80.93
<b>Vendor TOWN OF DEXTER Total:</b>					<b>80.93</b>
<b>Vendor: U.S. POSTAL SERVICE</b>					
U.S. POSTAL SERVICE	CC018514	06/30/2018	PERM #BR77000	401-7-731-339-000	225.00
<b>Vendor U.S. POSTAL SERVICE Total:</b>					<b>225.00</b>
<b>Grand Total:</b>					<b>103,116.60</b>

**Fund Summary**

Fund	Expense Amount
401 - GENERAL FUND	1,714.76
402 - ROAD FUND	60,581.97
408 - EAST GRAND PLAINS VOLFIRE	10,109.40
410 - MIDWAY VOLUNTEER FIRE FND	450.16
411 - BERRENDO VOLUNTEER FIRE	188.06
412 - SIERRA VOLUNTEER FIRE FND	199.06
414 - CC FIRE DIST #8 VOL FIRE	123.88
437 - ENVIRONMENTAL TAX	11,605.92
452 - FLOOD CONTROL	11,019.23
631 - OTHER GRANTS & CONTRACTS	5,393.00
650 - DETENTION CONSTRUCTION PJ	1,731.16
<b>Grand Total:</b>	<b>103,116.60</b>

**Account Summary**

Account Number	Account Name	Expense Amount
401-6-631-230-000	SUPPLIES/TOOLS	506.08
401-6-691-243-000	HIGHWAY LIGHTS	430.42
401-6-692-257-000	FACILITY MAINTENANCE	80.87
401-6-693-341-000	UTILITIES	102.20
401-6-696-257-000	FACILITY MAINT/REPAIR	303.58
401-7-731-339-000	POSTAGE/FREIGHT	225.00
401-7-751-341-000	UTILITIES	66.61
402-6-653-104-000	TEMPORARY SALARIES	566.77
402-6-653-251-000	RENTALS	10,176.41
402-6-653-290-000	PAVING PROJECTS-COOP	49,838.79
408-8-812-251-000	RENTALS	110.40
408-8-812-257-000	FACILITY MAINTENANCE	9,999.00
410-8-816-341-000	UTILITIES	450.16
411-8-814-341-000	UTILITIES	188.06
412-8-815-341-000	UTILITIES	199.06
414-8-819-341-000	UTILITIES	123.88
437-6-659-242-000	LANDFILL EXPENSES	11,465.85
437-6-659-341-000	UTILITIES	140.07
452-8-832-223-000	VEHICLE FUELS	10,997.24
452-8-832-341-000	UTILITIES	21.99
631-8-885-267-000	OTHER CONTRACT SERVI	5,393.00
650-6-684-228-000	TRANSPORT PRISONERS	10.00
650-6-684-230-000	SUPPLIES/TOOLS	1,721.16
<b>Grand Total:</b>		<b>103,116.60</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	103,116.60
<b>Grand Total:</b>	<b>103,116.60</b>

*[Handwritten Signature]*



# Expense Approval Register

Packet: APPKT00698 - CHECK RUN/07/13/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
<b>Vendor: BELL GAS INC.</b>						
BELL GAS INC.	14320	07/03/2018	ACCT.#10693	402-6-653-223-000	20,517.23	
					<b>Vendor BELL GAS INC. Total:</b>	<b>20,517.23</b>
<b>Vendor: CINTAS CORPORATION #2</b>						
CINTAS CORPORATION #2	8403726149	07/06/2018	ACCT.#10187763	402-6-653-230-000	190.07	
					<b>Vendor CINTAS CORPORATION #2 Total:</b>	<b>190.07</b>
<b>Vendor: CITY OF ROSWELL - PECOS TRAILS TRANSIT</b>						
CITY OF ROSWELL - PECOS T	1000	07/01/2018	BUS SIGNS	432-7-766-230-000	320.00	
					<b>Vendor CITY OF ROSWELL - PECOS TRAILS TRANSIT Total:</b>	<b>320.00</b>
<b>Vendor: CITY OF ROSWELL</b>						
CITY OF ROSWELL	CC018538	07/05/2018	ACCT.#137417-52246	402-6-653-291-000	18.07	
CITY OF ROSWELL	CC018539	07/05/2018	ACCT.#137417-52242	402-6-653-291-000	18.07	
CITY OF ROSWELL	CC018540	07/05/2018	ACCT.#137417-52240	402-6-653-291-000	18.07	
CITY OF ROSWELL	CC018541	07/05/2018	ACCT.#137417-52238	402-6-653-291-000	147.06	
CITY OF ROSWELL	CC018542	07/05/2018	ACCT.#137417-52236	402-6-653-291-000	70.99	
CITY OF ROSWELL	CC018543	07/05/2018	ACCT.#137417-52234	402-6-653-291-000	42.88	
CITY OF ROSWELL	CC018544	07/05/2018	ACCT.#137417-52230	402-6-653-291-000	69.34	
					<b>Vendor CITY OF ROSWELL Total:</b>	<b>384.48</b>
<b>Vendor: CITY OF ROSWELL</b>						
CITY OF ROSWELL	CC018546	07/06/2018	ANNUAL ALLOCATION/FY 17-	635-6-671-409-000	166,048.31	
					<b>Vendor CITY OF ROSWELL Total:</b>	<b>166,048.31</b>
<b>Vendor: CODYS WATER WELL SERVICE</b>						
CODYS WATER WELL SERVICE	688929	07/09/2018	LABOR & MATERIAL	409-8-813-257-000	532.19	
					<b>Vendor CODYS WATER WELL SERVICE Total:</b>	<b>532.19</b>
<b>Vendor: ERGON ASPHALT EMULSIONS INC</b>						
ERGON ASPHALT EMULSION	9401869492	07/02/2018	ACCT.#926628	402-6-653-290-000	8,281.20	
ERGON ASPHALT EMULSION	9401869493	07/02/2018	ACCT.#926628	402-6-653-290-000	8,605.87	
ERGON ASPHALT EMULSION	9401869494	07/02/2018	ACCT.#926628	402-6-653-290-000	7,982.05	
ERGON ASPHALT EMULSION	9401869495	07/02/2018	ACCT.#926628	402-6-653-290-000	8,970.68	
ERGON ASPHALT EMULSION	9401870329	07/03/2018	ACCT.#926628	402-6-653-290-000	8,383.34	
ERGON ASPHALT EMULSION	9401873034	07/09/2018	ACCT.#926628	402-6-653-290-000	70.00	
ERGON ASPHALT EMULSION	9401873070	07/08/2018	ACCT.#926628	402-6-653-290-000	7,963.80	
ERGON ASPHALT EMULSION	9401873071	07/09/2018	ACCT.#926628	402-6-653-290-000	8,890.42	
ERGON ASPHALT EMULSION	9401873072	07/09/2018	ACCT.#926628	402-6-653-290-000	8,970.68	
ERGON ASPHALT EMULSION	9401874064	07/09/2018	ACCT.#926628	402-6-653-290-000	8,937.86	
ERGON ASPHALT EMULSION	9401874065	07/10/2018	ACCT.#926628	402-6-653-290-000	9,466.82	
ERGON ASPHALT EMULSION	9401874066	07/10/2018	ACCT.#926628	402-6-653-290-000	9,503.30	
ERGON ASPHALT EMULSION	9401874353	07/10/2018	ACCT.#926628	402-6-653-290-000	9,069.19	
ERGON ASPHALT EMULSION	9401875119	07/11/2018	ACCT.#926628	402-6-653-290-000	8,868.53	
ERGON ASPHALT EMULSION	9401875120	07/11/2018	ACCT.#926628	402-6-653-290-000	2,539.68	
					<b>Vendor ERGON ASPHALT EMULSIONS INC Total:</b>	<b>116,503.42</b>
<b>Vendor: FULLER PLUMBING SUPPLY</b>						
FULLER PLUMBING SUPPLY	5301385-IN	07/02/2018	SUPPLIES	401-6-696-230-000	6.83	
					<b>Vendor FULLER PLUMBING SUPPLY Total:</b>	<b>6.83</b>
<b>Vendor: INSITE TOWERS LLC</b>						
INSITE TOWERS LLC	449473	07/01/2018	ANNUAL TOWER RENTAL/FY	401-6-616-249-000	1,800.00	
					<b>Vendor INSITE TOWERS LLC Total:</b>	<b>1,800.00</b>
<b>Vendor: JEFFREY TAFOYA</b>						
JEFFREY TAFOYA	CC018525	07/09/2018	OVERPAID PERA	401-6-691-109-000	4.30	
					<b>Vendor JEFFREY TAFOYA Total:</b>	<b>4.30</b>

Expense Approval Register

Packet: APPKT00698 - CHECK RUN/07/13/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
<b>Vendor: JOE M. PONCE</b>						
JOE M. PONCE	CC018537	07/11/2018	2018 PRIMARY RECOUNT	401-7-724-104-000	185.00	
					<b>Vendor JOE M. PONCE Total:</b>	<b>185.00</b>
<b>Vendor: KANSAS STATE BANK OF MANHATTAN</b>						
KANSAS STATE BANK OF MA	42-4	07/09/2018	ACCT.#3347498	402-6-653-251-000	1,410.42	
KANSAS STATE BANK OF MA	56-2	07/09/2018	ACCT.#334505	402-6-653-251-000	1,545.01	
KANSAS STATE BANK OF MA	56-3	07/09/2018	ACCT.#3345504	402-6-653-251-000	1,545.01	
					<b>Vendor KANSAS STATE BANK OF MANHATTAN Total:</b>	<b>4,500.44</b>
<b>Vendor: MASTERCLEAN</b>						
MASTERCLEAN	183135	07/02/2018	LABOR & MATERIAL	401-6-692-257-000	377.41	
MASTERCLEAN	183136	07/02/2018	LABOR & MATERIAL	401-6-691-257-000	301.93	
MASTERCLEAN	183141	07/02/2018	LABOR & MATERIAL	401-6-691-257-000	862.66	
					<b>Vendor MASTERCLEAN Total:</b>	<b>1,542.00</b>
<b>Vendor: MIRANDA PEST CONTROL</b>						
MIRANDA PEST CONTROL	CC018518	07/02/2018	PEST CONTROL SERVICE	452-8-832-267-000	26.92	
					<b>Vendor MIRANDA PEST CONTROL Total:</b>	<b>26.92</b>
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>						
NEW MEXICO GAS COMPAN	CC018531	07/02/2018	ACCT.#076424512-0788370-	401-6-645-341-000	13.06	
NEW MEXICO GAS COMPAN	CC018531	07/02/2018	ACCT.#076424512-0788370-	401-6-692-341-000	66.74	
NEW MEXICO GAS COMPAN	CC018531	07/02/2018	ACCT.#076424512-0788370-	401-6-692-341-000	5.90	
					<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>	<b>85.70</b>
<b>Vendor: NEW MEXICO GOVERNMENT FINANCE OFFICERS ASSOC.</b>						
NEW MEXICO GOVERNMENT	CC018547	07/01/2018	ANNUAL MEMBERSHIP DUES	401-6-631-253-000	50.00	
					<b>Vendor NEW MEXICO GOVERNMENT FINANCE OFFICERS ASSOC. Total:</b>	<b>50.00</b>
<b>Vendor: NM ASSOC. OF ASSESSING OFFICERS</b>						
NM ASSOC. OF ASSESSING O	CC018524	07/01/2018	ANNUAL AFFILIATE DUES	401-7-731-253-000	100.00	
					<b>Vendor NM ASSOC. OF ASSESSING OFFICERS Total:</b>	<b>100.00</b>
<b>Vendor: NM WATERSHED &amp; DAM COALITION</b>						
NM WATERSHED & DAM CO	CC018545	07/10/2018	2018-2019 MEMBERSHIP FE	452-8-832-253-000	5,000.00	
					<b>Vendor NM WATERSHED &amp; DAM COALITION Total:</b>	<b>5,000.00</b>
<b>Vendor: ROBBIE HIGGINS</b>						
ROBBIE HIGGINS	CC018534	07/11/2018	2018 PRIMARY RECOUNT	401-7-724-104-000	200.00	
					<b>Vendor ROBBIE HIGGINS Total:</b>	<b>200.00</b>
<b>Vendor: SHEILA E. SMITH</b>						
SHEILA E. SMITH	CC018536	07/11/2018	2018 PRIMARY RECOUNT	401-7-724-104-000	185.00	
					<b>Vendor SHEILA E. SMITH Total:</b>	<b>185.00</b>
<b>Vendor: SOUTHWESTERN PUBLIC SERVICE CO</b>						
SOUTHWESTERN PUBLIC SER	CC018528	07/02/2018	ACCT.#54-1485939-1	401-6-691-243-000	82.25	
SOUTHWESTERN PUBLIC SER	CC018529	07/03/2018	ACCT.#54-3943758-6	401-6-691-243-000	34.77	
SOUTHWESTERN PUBLIC SER	CC018530	07/03/2018	ACCT.#54-3943777-9	401-6-691-243-000	41.99	
					<b>Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:</b>	<b>159.01</b>
<b>Vendor: SUMMIT FOOD SERVICE LLC</b>						
SUMMIT FOOD SERVICE LLC	INV000030474	07/10/2018	ACCT.#C1921001	401-6-645-264-000	2,524.41	
					<b>Vendor SUMMIT FOOD SERVICE LLC Total:</b>	<b>2,524.41</b>
<b>Vendor: SUMMIT FOOD SERVICE</b>						
SUMMIT FOOD SERVICE	INV2000030473	07/10/2018	ACCT.#C1921000	650-6-684-264-000	55,274.77	
					<b>Vendor SUMMIT FOOD SERVICE Total:</b>	<b>55,274.77</b>
<b>Vendor: TYLER TECHNOLOGIES</b>						
TYLER TECHNOLOGIES	025-222878a	07/01/2018	ACCT.#42484	401-7-732-249-000	23,334.91	
TYLER TECHNOLOGIES	025-222878a	07/01/2018	ACCT.#42484	628-7-733-249-000	23,334.92	
					<b>Vendor TYLER TECHNOLOGIES Total:</b>	<b>46,669.83</b>
<b>Vendor: WAKEFIELD OIL CO. INC.</b>						
WAKEFIELD OIL CO. INC.	150894	07/09/2018	ACCT.#CHAVES	402-6-653-230-000	1,472.67	
					<b>Vendor WAKEFIELD OIL CO. INC. Total:</b>	<b>1,472.67</b>

Expense Approval Register

Packet: APPKT00698 - CHECK RUN/07/13/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: WATSON TRUCK &amp; SUPPLY INC</b>					
WATSON TRUCK & SUPPLY IN	291650DO	07/02/2018	ACCT.#336302	402-6-653-221-000	268.49
<b>Vendor WATSON TRUCK &amp; SUPPLY INC Total:</b>					<b>268.49</b>
<b>Vendor: WAYNE E. KASUBOSKI</b>					
WAYNE E. KASUBOSKI	CC018535	07/11/2018	2018 PRIMARY RECOUNT	401-7-724-104-000	185.00
<b>Vendor WAYNE E. KASUBOSKI Total:</b>					<b>185.00</b>
<b>Grand Total:</b>					<b>424,736.07</b>

**Fund Summary**

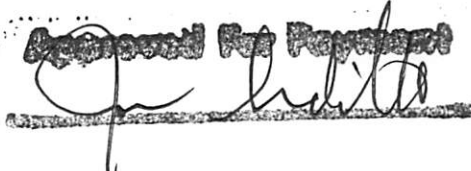
Fund	Expense Amount
401 - GENERAL FUND	30,362.16
402 - ROAD FUND	143,836.80
409 - PENASCO VOLUNTEER FIRE FD	532.19
432 - DWI GRANT FUNDS	320.00
452 - FLOOD CONTROL	5,026.92
628 - PROPERTY VALUATION	23,334.92
635 - EMERGENCY/CAPITAL OUTLAY	166,048.31 ✓
650 - DETENTION CONSTRUCTION PJ	55,274.77
<b>Grand Total:</b>	<b>424,736.07</b>

**Account Summary**

Account Number	Account Name	Expense Amount
401-6-616-249-000	EQUIP MAINT/AGREEME	1,800.00
401-6-631-253-000	DUES & OTHER FEES	50.00
401-6-645-264-000	FEEDING OF PRISONERS	2,524.41
401-6-645-341-000	UTILITIES	13.06
401-6-691-109-000	P E R A	4.30
401-6-691-243-000	HIGHWAY LIGHTS	159.01
401-6-691-257-000	FACILITY MAINT/REPAIR	1,164.59
401-6-692-257-000	FACILITY MAINTENANCE	377.41
401-6-692-341-000	UTILITIES	72.64
401-6-696-230-000	SUPPLIES/TOOLS	6.83
401-7-724-104-000	TEMPORARY SALARIES	755.00
401-7-731-253-000	DUES & OTHER FEES	100.00
401-7-732-249-000	EQUIPMENT MAINT/AG	23,334.91
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	268.49
402-6-653-223-000	VEHICLE FUELS	20,517.23
402-6-653-230-000	SUPPLIES/TOOLS	1,662.74
402-6-653-251-000	RENTALS	4,500.44
402-6-653-290-000	PAVING PROJECTS-COOP	116,503.42
402-6-653-291-000	ROAD PROJECTS-OTHER	384.48
409-8-813-257-000	FACILITY MAINTENANCE	532.19
432-7-766-230-000	SUPPLIES/TOOLS	320.00
452-8-832-253-000	DUES & OTHER FEES	5,000.00
452-8-832-267-000	CONTRACTUAL SERVICES	26.92
628-7-733-249-000	EQUIPMENT MAINT/AG	23,334.92
635-6-671-409-000	CITY OF ROSWELL SPECI	166,048.31
650-6-684-264-000	FEEDING OF PRISONERS	55,274.77
<b>Grand Total:</b>	<b>424,736.07</b>	

**Project Account Summary**

Project Account Key	Expense Amount
**None**	424,736.07
<b>Grand Total:</b>	<b>424,736.07</b>

~~Approved For Payment~~  




# Expense Approval Register

Packet: APPKT00705 - CHECK RUN/07/20/18

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	INV0002044	07/19/2018	ALTON'S POWER BLOCK GYM	402-2-200-024-000	26.95
ALTON'S POWER BLOCK GYM	INV0002044	07/19/2018	ALTON'S POWER BLOCK GYM	427-2-200-024-000	24.10
<b>Vendor ALTON'S POWER BLOCK GYM INC Total:</b>					<b>51.05</b>
<b>Vendor: AMANDA BEAGLES-CLARK</b>					
AMANDA BEAGLES-CLARK	CC018562	07/13/2018	PAMPA, TX/07/13/18	650-6-684-228-000	10.00
<b>Vendor AMANDA BEAGLES-CLARK Total:</b>					<b>10.00</b>
<b>Vendor: BAMBI NALLEY</b>					
BAMBI NALLEY	INV0002051	07/19/2018	SEELY DM-2013-443	401-2-200-018-000	115.38
<b>Vendor BAMBI NALLEY Total:</b>					<b>115.38</b>
<b>Vendor: BEACON SOFTWARE SOLUTIONS INC</b>					
BEACON SOFTWARE SOLUTI	348	07/01/2018	ANNUAL JMS MAINTENANCE	650-6-684-267-000	21,000.00
<b>Vendor BEACON SOFTWARE SOLUTIONS INC Total:</b>					<b>21,000.00</b>
<b>Vendor: BELL GAS INC.</b>					
BELL GAS INC.	14447	07/16/2018	ACCT.#10693	402-6-653-223-000	19,972.82
BELL GAS INC.	234160	07/11/2018	ACCT.#070065	402-6-653-223-000	1,087.77
<b>Vendor BELL GAS INC. Total:</b>					<b>21,060.59</b>
<b>Vendor: BRANDON HEBERT</b>					
BRANDON HEBERT	8697	07/11/2018	RENTAL AND SERIVCE	402-6-653-251-000	183.32
<b>Vendor BRANDON HEBERT Total:</b>					<b>183.32</b>
<b>Vendor: CARMEN CALACCHIO</b>					
CARMEN CALACCHIO	CC018522-1	07/18/2018	NIBRS TRAINING/07/09/18-0	401-7-751-225-000	8.00
<b>Vendor CARMEN CALACCHIO Total:</b>					<b>8.00</b>
<b>Vendor: CARRIE HARDY</b>					
CARRIE HARDY	INV0002048	07/19/2018	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
<b>Vendor CARRIE HARDY Total:</b>					<b>250.00</b>
<b>Vendor: CINDY HABERLING</b>					
CINDY HABERLING	CC018523-1	07/18/2018	NIBRS TRAINING/07/09/18-0	401-7-751-225-000	60.85
<b>Vendor CINDY HABERLING Total:</b>					<b>60.85</b>
<b>Vendor: CITY OF ROSWELL</b>					
CITY OF ROSWELL	CC018563	07/05/2018	ACCT.#137415-52228	452-8-832-341-000	18.07
<b>Vendor CITY OF ROSWELL Total:</b>					<b>18.07</b>
<b>Vendor: CONSTRUCTORS INC</b>					
CONSTRUCTORS INC	117431	07/09/2018	ACCT.#11390	402-6-653-291-000	23,539.99
<b>Vendor CONSTRUCTORS INC Total:</b>					<b>23,539.99</b>
<b>Vendor: DANNY HUTSON</b>					
DANNY HUTSON	CC018557	07/17/2018	BOOT ALLOWANCE	452-8-832-238-000	200.00
<b>Vendor DANNY HUTSON Total:</b>					<b>200.00</b>
<b>Vendor: DEERE CREDIT INC</b>					
DEERE CREDIT INC	2021383	07/09/2018	ACCT.#030-0061556-007	402-6-653-251-000	3,235.72
<b>Vendor DEERE CREDIT INC Total:</b>					<b>3,235.72</b>
<b>Vendor: ERGON ASPHALT EMULSIONS INC</b>					
ERGON ASPHALT EMULSION	9401875424	07/11/2018	ACCT.#926628	402-6-653-290-000	8,438.05
ERGON ASPHALT EMULSION	9401876138	07/12/2018	ACCT.#926628	402-6-653-290-000	7,901.80
ERGON ASPHALT EMULSION	9401876139	07/12/2018	ACCT.#926628	402-6-653-290-000	8,500.08
ERGON ASPHALT EMULSION	9401878226	07/15/2018	ACCT.#926628	402-6-653-290-000	8,430.75
ERGON ASPHALT EMULSION	9401878227	07/16/2018	ACCT.#926628	402-6-653-290-000	8,930.56
ERGON ASPHALT EMULSION	9401878228	07/16/2018	ACCT.#926628	402-6-653-290-000	8,230.11
ERGON ASPHALT EMULSION	9401879218	07/16/2018	ACCT.#926628	402-6-653-290-000	8,791.93
ERGON ASPHALT EMULSION	9401879219	07/17/2018	ACCT.#926628	402-6-653-290-000	9,342.79

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Packet: APPKT00705 - CHECK RUN/07/20/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ERGON ASPHALT EMULSION	9401879220	07/17/2018	ACCT.#926628	402-6-653-290-000	8,806.50
ERGON ASPHALT EMULSION	9401879221	07/17/2018	ACCT.#926628	402-6-653-290-000	8,091.48
ERGON ASPHALT EMULSION	9401880196	07/18/2018	ACCT.#926628	402-6-653-290-000	8,963.39
ERGON ASPHALT EMULSION	9401880197	07/18/2018	ACCT.#926628	402-6-653-290-000	8,237.41
<b>Vendor ERGON ASPHALT EMULSIONS INC Total:</b>					<b>102,664.85</b>
<b>Vendor: FULLER PLUMBING SUPPLY</b>					
FULLER PLUMBING SUPPLY	5302926-IN	07/02/2018	PLUMBING SUPPLIES	401-6-696-230-000	4.87
<b>Vendor FULLER PLUMBING SUPPLY Total:</b>					<b>4.87</b>
<b>Vendor: INLAND KENWORTH</b>					
INLAND KENWORTH	2224ALP	07/11/2018	ACCT.#14646626	402-6-653-221-000	1,195.32
<b>Vendor INLAND KENWORTH Total:</b>					<b>1,195.32</b>
<b>Vendor: JAMES D. CRIDER</b>					
JAMES D. CRIDER	CC018554	07/17/2018	BOOT ALLOWANCE	452-8-832-238-000	200.00
<b>Vendor JAMES D. CRIDER Total:</b>					<b>200.00</b>
<b>Vendor: JAMES R. BEST</b>					
JAMES R. BEST	CC018551	07/17/2018	BOOT ALLOWANCE	452-8-832-238-000	200.00
<b>Vendor JAMES R. BEST Total:</b>					<b>200.00</b>
<b>Vendor: JEANINE CORN BEST</b>					
JEANINE CORN BEST	INV0002050	07/19/2018	J.BEST/ Cause # DM-2007-01	452-2-200-018-000	154.62
<b>Vendor JEANINE CORN BEST Total:</b>					<b>154.62</b>
<b>Vendor: JOE F. CARRASCO</b>					
JOE F. CARRASCO	CC018553	07/17/2018	BOOT ALLOWANCE	452-8-832-238-000	200.00
<b>Vendor JOE F. CARRASCO Total:</b>					<b>200.00</b>
<b>Vendor: LEGALSHIELD</b>					
LEGALSHIELD	INV0002042	07/19/2018	LEGAL SHIELD PAYABLE	401-2-200-022-000	386.65
LEGALSHIELD	INV0002042	07/19/2018	LEGAL SHIELD PAYABLE	402-2-200-022-000	170.40
<b>Vendor LEGALSHIELD Total:</b>					<b>557.05</b>
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>					
NEW MEXICO GAS COMPAN	CC018575	07/13/2018	ACCT.#115435453-0797988-	401-6-699-341-000	22.94
NEW MEXICO GAS COMPAN	CC018576	07/09/2018	ACCT.#076846512-0792590-	411-8-814-341-000	32.65
NEW MEXICO GAS COMPAN	CC018577	07/10/2018	ACCT.#077058012-0794705-	410-8-816-341-000	35.94
NEW MEXICO GAS COMPAN	CC018578	07/10/2018	ACCT.#077227312-0796398-	408-8-812-341-000	29.48
NEW MEXICO GAS COMPAN	CC018578	07/10/2018	ACCT.#077227312-1237385-	408-8-812-341-000	22.87
NEW MEXICO GAS COMPAN	CC018579	07/11/2018	ACCT.#075706312-1236482-	414-8-819-341-000	15.87
NEW MEXICO GAS COMPAN	CC018580	07/09/2018	ACCT.#077937001-0803495-	411-8-814-341-000	22.94
NEW MEXICO GAS COMPAN	CC018581	07/13/2018	ACCT.#077991703-0797981-	401-6-691-341-000	24.25
NEW MEXICO GAS COMPAN	CC018582	07/13/2018	ACCT.#077991703-0797982-	401-6-691-341-000	23.59
NEW MEXICO GAS COMPAN	CC018583	07/13/2018	ACCT.#077991703-0804041-	401-6-691-341-000	22.94
NEW MEXICO GAS COMPAN	CC018584	07/13/2018	ACCT.#115435453-1203867-	401-6-612-341-000	0.50
NEW MEXICO GAS COMPAN	CC018584	07/13/2018	ACCT.#115435453-1203867-	401-6-613-341-000	0.33
NEW MEXICO GAS COMPAN	CC018584	07/13/2018	ACCT.#115435453-1203867-	401-6-616-341-000	0.33
NEW MEXICO GAS COMPAN	CC018584	07/13/2018	ACCT.#115435453-1203867-	401-6-621-341-000	0.50
NEW MEXICO GAS COMPAN	CC018584	07/13/2018	ACCT.#115435453-1203867-	401-6-621-341-000	0.33
NEW MEXICO GAS COMPAN	CC018584	07/13/2018	ACCT.#115435453-1203867-	401-6-622-341-000	1.26
NEW MEXICO GAS COMPAN	CC018584	07/13/2018	ACCT.#115435453-1203867-	401-6-624-341-000	1.53
NEW MEXICO GAS COMPAN	CC018584	07/13/2018	ACCT.#115435453-1203867-	401-6-625-341-000	0.33
NEW MEXICO GAS COMPAN	CC018584	07/13/2018	ACCT.#115435453-1203867-	401-6-631-341-000	0.69
NEW MEXICO GAS COMPAN	CC018584	07/13/2018	ACCT.#115435453-1203867-	401-6-632-341-000	0.45
NEW MEXICO GAS COMPAN	CC018584	07/13/2018	ACCT.#115435453-1203867-	401-7-721-341-000	4.72
NEW MEXICO GAS COMPAN	CC018584	07/13/2018	ACCT.#115435453-1203867-	401-7-731-341-000	2.80
NEW MEXICO GAS COMPAN	CC018584	07/13/2018	ACCT.#115435453-1203867-	401-7-741-341-000	2.03
NEW MEXICO GAS COMPAN	CC018584	07/13/2018	ACCT.#115435453-1203867-	401-7-751-341-000	6.45
NEW MEXICO GAS COMPAN	CC018584	07/13/2018	ACCT.#115435453-1203867-	427-6-638-341-000	0.69
<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>					<b>276.41</b>
<b>Vendor: NM RETIREE HEALTH CARE AUTHORITY</b>					
NM RETIREE HEALTH CARE A	CM0000070	07/11/2018	NM RETIREE HEALTH CARE P	401-2-200-020-000	-167.80
NM RETIREE HEALTH CARE A	INV0002036	07/11/2018	NM RETIREE HEALTH CARE P	401-2-200-020-000	167.80



Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE A	INV0002067	07/19/2018	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,726.67
NM RETIREE HEALTH CARE A	INV0002067	07/19/2018	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,764.29
NM RETIREE HEALTH CARE A	INV0002067	07/19/2018	NM RETIREE HEALTH CARE P	427-2-200-020-000	95.79
NM RETIREE HEALTH CARE A	INV0002067	07/19/2018	NM RETIREE HEALTH CARE P	432-2-200-020-000	133.51
NM RETIREE HEALTH CARE A	INV0002067	07/19/2018	NM RETIREE HEALTH CARE P	435-2-200-020-000	87.72
NM RETIREE HEALTH CARE A	INV0002067	07/19/2018	NM RETIREE HEALTH CARE P	437-2-200-020-000	51.60
NM RETIREE HEALTH CARE A	INV0002067	07/19/2018	NM RETIREE HEALTH CARE P	452-2-200-020-000	405.65
NM RETIREE HEALTH CARE A	INV0002068	07/19/2018	NM Retiree HealthCare Law	401-2-200-020-000	2,411.37
NM RETIREE HEALTH CARE A	INV0002068	07/19/2018	NM Retiree HealthCare Law	431-2-200-020-000	30.17
<b>Vendor NM RETIREE HEALTH CARE AUTHORITY Total:</b>					<b>11,706.77</b>
<b>Vendor: NMAC HEALTHCARE AFFILIATE</b>					
NMAC HEALTHCARE AFFILIAT	CC018550	07/17/2018	ANNUAL AFFILIATE DUES/FY	427-6-638-253-000	25.00
<b>Vendor NMAC HEALTHCARE AFFILIATE Total:</b>					<b>25.00</b>
<b>Vendor: PATRICK A. FARR</b>					
PATRICK A. FARR	CC018555	07/17/2018	BOOT ALLOWANCE	452-8-832-238-000	200.00
<b>Vendor PATRICK A. FARR Total:</b>					<b>200.00</b>
<b>Vendor: PETE HERNANDEZ</b>					
PETE HERNANDEZ	CC018556	07/17/2018	BOOT ALLOWANCE	452-8-832-238-000	200.00
<b>Vendor PETE HERNANDEZ Total:</b>					<b>200.00</b>
<b>Vendor: QWEST</b>					
QWEST	CC018564	07/10/2018	ACCT.#575-624-8550-470B	408-8-812-340-000	67.45
QWEST	CC018565	07/10/2018	ACCT.#575-623-8371-753B	402-6-651-340-000	58.98
QWEST	CC018567	07/04/2018	ACCT.#575-627-0081-230B	402-6-651-340-000	56.55
QWEST	CC018568	07/04/2018	ACCT.#575-627-5495-192B	435-6-643-340-000	101.03
QWEST	CC018569	07/04/2018	ACCT.#575-627-7554-233B	427-6-638-340-000	55.01
QWEST	CC018579	07/01/2018	ACCT.#N-575-622-0506-88M	401-6-619-340-000	714.84
QWEST	CC018585	07/04/2018	ACCT.#575-627-0977-957B	401-6-691-340-000	94.92
<b>Vendor QWEST Total:</b>					<b>1,148.78</b>
<b>Vendor: RANDALL L. JONES</b>					
RANDALL L. JONES	CC018558	07/17/2018	BOOT ALLOWANCE	452-8-832-238-000	200.00
<b>Vendor RANDALL L. JONES Total:</b>					<b>200.00</b>
<b>Vendor: RICHARD T. SMITH</b>					
RICHARD T. SMITH	CC018559	07/17/2018	BOOT ALLOWANCE	452-8-832-238-000	200.00
<b>Vendor RICHARD T. SMITH Total:</b>					<b>200.00</b>
<b>Vendor: SECURUS TECHNOLOGIES</b>					
SECURUS TECHNOLOGIES	166850	07/11/2018	ACCT.#04536	650-6-684-267-000	8,000.00
<b>Vendor SECURUS TECHNOLOGIES Total:</b>					<b>8,000.00</b>
<b>Vendor: SOUTHWESTERN PUBLIC SERVICE CO</b>					
SOUTHWESTERN PUBLIC SER	CC018571	07/11/2018	ACCT.#54-1632663-1	401-6-691-341-000	388.23
SOUTHWESTERN PUBLIC SER	CC018571	07/11/2018	ACCT.#54-1632663-1	401-6-691-341-000	28.04
SOUTHWESTERN PUBLIC SER	CC018571	07/11/2018	ACCT.#54-1632663-1	401-6-699-341-000	554.49
SOUTHWESTERN PUBLIC SER	CC018571	07/11/2018	ACCT.#54-1632663-1	401-6-699-341-000	417.98
SOUTHWESTERN PUBLIC SER	CC018571	07/11/2018	ACCT.#54-1632663-1	401-6-699-341-000	63.99
SOUTHWESTERN PUBLIC SER	CC018571	07/11/2018	ACCT.#54-1632663-1	401-6-699-341-000	354.38
SOUTHWESTERN PUBLIC SER	CC018572	07/11/2018	ACCT.#54-3943804-3	401-6-693-341-000	1,689.09
SOUTHWESTERN PUBLIC SER	CC018573	07/11/2018	ACCT.#54-3943824-7	401-6-612-341-000	123.24
SOUTHWESTERN PUBLIC SER	CC018573	07/11/2018	ACCT.#54-3943824-7	401-6-613-341-000	123.24
SOUTHWESTERN PUBLIC SER	CC018573	07/11/2018	ACCT.#54-3943824-7	401-6-616-341-000	123.24
SOUTHWESTERN PUBLIC SER	CC018573	07/11/2018	ACCT.#54-3943824-7	401-6-621-341-000	246.48
SOUTHWESTERN PUBLIC SER	CC018573	07/11/2018	ACCT.#54-3943824-7	401-6-621-341-000	123.24
SOUTHWESTERN PUBLIC SER	CC018573	07/11/2018	ACCT.#54-3943824-7	401-6-622-341-000	467.45
SOUTHWESTERN PUBLIC SER	CC018573	07/11/2018	ACCT.#54-3943824-7	401-6-624-341-000	565.19
SOUTHWESTERN PUBLIC SER	CC018573	07/11/2018	ACCT.#54-3943824-7	401-6-625-341-000	123.24
SOUTHWESTERN PUBLIC SER	CC018573	07/11/2018	ACCT.#54-3943824-7	401-6-631-341-000	254.98
SOUTHWESTERN PUBLIC SER	CC018573	07/11/2018	ACCT.#54-3943824-7	401-6-632-341-000	164.88
SOUTHWESTERN PUBLIC SER	CC018573	07/11/2018	ACCT.#54-3943824-7	401-7-721-341-000	1,749.98
SOUTHWESTERN PUBLIC SER	CC018573	07/11/2018	ACCT.#54-3943824-7	401-7-731-341-000	1,037.75
SOUTHWESTERN PUBLIC SER	CC018573	07/11/2018	ACCT.#54-3943824-7	401-7-741-341-000	751.33

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Packet: APPKT00705 - CHECK RUN/07/20/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTHWESTERN PUBLIC SER	CC018573	07/11/2018	ACCT.#54-3943824-7	401-7-751-341-000	2,389.97
SOUTHWESTERN PUBLIC SER	CC018573	07/11/2018	ACCT.#54-3943824-7	427-6-638-341-000	254.96
SOUTHWESTERN PUBLIC SER	CC018574	07/10/2018	ACCT.#54-3949473-4	411-8-814-341-000	298.30
<b>Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:</b>					<b>12,293.67</b>
<b>Vendor: STATE OF NEW MEXICO</b>					
STATE OF NEW MEXICO	INV0002045	07/19/2018	C Childress/Cause# 0001110	401-2-200-018-000	57.69
STATE OF NEW MEXICO	INV0002045	07/19/2018	C Childress/Cause# 0001110	431-2-200-018-000	13.39
STATE OF NEW MEXICO	INV0002047	07/19/2018	A.Perez/Cause# 165742	401-2-200-018-000	151.85
STATE OF NEW MEXICO	INV0002049	07/19/2018	S Ouillette/000085580	401-2-200-018-000	201.23
STATE OF NEW MEXICO	INV0002052	07/19/2018	J.JOHNSON 000088516	401-2-200-018-000	447.23
STATE OF NEW MEXICO	INV0002053	07/19/2018	RAMIREZ/000327532	401-2-200-018-000	180.59
STATE OF NEW MEXICO	INV0002053	07/19/2018	RAMIREZ/000327532	431-2-200-018-000	32.64
STATE OF NEW MEXICO	INV0002054	07/19/2018	000154416 J. TARIN	401-2-200-018-000	94.62
STATE OF NEW MEXICO	INV0002055	07/19/2018	8954 MATTA	402-2-200-018-000	138.46
STATE OF NEW MEXICO	INV0002057	07/19/2018	000237989-SALS BERRY	401-2-200-018-000	179.08
STATE OF NEW MEXICO	INV0002058	07/19/2018	000207247-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0002059	07/19/2018	000161340-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0002060	07/19/2018	000112931-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0002061	07/19/2018	000267500	401-2-200-018-000	141.69
STATE OF NEW MEXICO	INV0002062	07/19/2018	000324111	401-2-200-018-000	168.00
<b>Vendor STATE OF NEW MEXICO Total:</b>					<b>2,240.09</b>
<b>Vendor: STEVE R. STEWART</b>					
STEVE R. STEWART	CC018560	07/17/2018	BOOT ALLOWANCE	452-8-832-238-000	200.00
<b>Vendor STEVE R. STEWART Total:</b>					<b>200.00</b>
<b>Vendor: STRATEGY 7 CORPORATION</b>					
STRATEGY 7 CORPORATION	38586	07/01/2018	ANNUAL MAINTENEANCE	401-6-622-249-000	439.00
<b>Vendor STRATEGY 7 CORPORATION Total:</b>					<b>439.00</b>
<b>Vendor: TEXAS CHILD SUPPORT SDU</b>					
TEXAS CHILD SUPPORT SDU	INV0002046	07/19/2018	AG# 0012436698/Cause#CC-	401-2-200-018-000	128.48
TEXAS CHILD SUPPORT SDU	INV0002046	07/19/2018	AG# 0012436698/Cause#CC-	431-2-200-018-000	29.83
TEXAS CHILD SUPPORT SDU	INV0002056	07/19/2018	0009646845 MATTA,RAY	402-2-200-011-000	189.98
<b>Vendor TEXAS CHILD SUPPORT SDU Total:</b>					<b>348.29</b>
<b>Vendor: TIFFANY PADILLA</b>					
TIFFANY PADILLA	06132018	07/01/2018	HAIRCUTS	401-6-645-234-000	150.00
<b>Vendor TIFFANY PADILLA Total:</b>					<b>150.00</b>
<b>Vendor: TYLER TECHNOLOGIES</b>					
TYLER TECHNOLOGIES	025-225993	07/01/2018	ACCT.#42485	401-7-741-249-000	27,868.63
<b>Vendor TYLER TECHNOLOGIES Total:</b>					<b>27,868.63</b>
<b>Vendor: UNITED WAY OF CHAVES COUNTY</b>					
UNITED WAY OF CHAVES CO	CM0000066	07/11/2018	UNITED WAY PAYABLE	401-2-200-010-000	-10.00
UNITED WAY OF CHAVES CO	INV0002032	07/11/2018	UNITED WAY PAYABLE	401-2-200-010-000	10.00
UNITED WAY OF CHAVES CO	INV0002041	07/19/2018	UNITED WAY PAYABLE	401-2-200-010-000	352.05
UNITED WAY OF CHAVES CO	INV0002041	07/19/2018	UNITED WAY PAYABLE	402-2-200-010-000	35.00
UNITED WAY OF CHAVES CO	INV0002041	07/19/2018	UNITED WAY PAYABLE	427-2-200-010-000	6.00
UNITED WAY OF CHAVES CO	INV0002041	07/19/2018	UNITED WAY PAYABLE	431-2-200-010-000	0.17
UNITED WAY OF CHAVES CO	INV0002041	07/19/2018	UNITED WAY PAYABLE	452-2-200-010-000	10.00
<b>Vendor UNITED WAY OF CHAVES COUNTY Total:</b>					<b>403.22</b>
<b>Vendor: VALERIE J. RAMIREZ</b>					
VALERIE J. RAMIREZ	INV0002069	07/19/2018	H. RAMIREZ DM-2017-00105	401-2-200-018-000	92.31
<b>Vendor VALERIE J. RAMIREZ Total:</b>					<b>92.31</b>
<b>Vendor: VERA CARABAJAL</b>					
VERA CARABAJAL	CC018552	07/17/2018	BOOT ALLOWANCE	452-8-832-238-000	200.00
<b>Vendor VERA CARABAJAL Total:</b>					<b>200.00</b>
<b>Vendor: WALTER IVAN SUTHERLAND</b>					
WALTER IVAN SUTHERLAND	CC018561	07/17/2018	BOOT ALLOWANCE	452-8-832-238-000	200.00
<b>Vendor WALTER IVAN SUTHERLAND Total:</b>					<b>200.00</b>

Expense Approval Register

Packet: APPKT00705 - CHECK RUN/07/20/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: WATSON TRUCK &amp; SUPPLY INC</b>					
WATSON TRUCK & SUPPLY IN	291654DO	07/03/2018	ACCT.#336302	402-6-653-221-000	125.76
WATSON TRUCK & SUPPLY IN	291655DO	07/03/2018	ACCT.#336302	402-6-653-221-000	112.41
WATSON TRUCK & SUPPLY IN	292057DO	07/12/2018	ACCT.#336302	402-6-653-221-000	581.13
<b>Vendor WATSON TRUCK &amp; SUPPLY INC Total:</b>					<b>819.30</b>
<b>Vendor: WEX BANK</b>					
WEX BANK	54883250	07/01/2018	ACCT.#0496-00-237636-6	401-7-752-223-000	-20.90
WEX BANK	54883250	07/01/2018	ACCT.#0496-00-237636-6	401-7-752-223-000	1,563.41
WEX BANK	54883250	07/01/2018	ACCT.#0496-00-237636-6	412-8-815-227-000	169.00
WEX BANK	54883250	07/01/2018	ACCT.#0496-00-237636-6	414-8-819-227-000	887.96
<b>Vendor WEX BANK Total:</b>					<b>2,599.47</b>
<b>Grand Total:</b>					<b>244,720.62</b>

**Fund Summary**

Fund	Expense Amount
401 - GENERAL FUND	55,258.51
402 - ROAD FUND	155,139.70
408 - EAST GRAND PLAINS VOLFIRE	119.80
410 - MIDWAY VOLUNTEER FIRE FND	35.94
411 - BERRENDO VOLUNTEER FIRE	353.89
412 - SIERRA VOLUNTEER FIRE FND	169.00
414 - CC FIRE DIST #8 VOL FIRE	903.83
427 - INDIGENT HOSPITAL CLAIMS	461.55
431 - PUBLIC SAFETY GRANT	106.20
432 - DWI GRANT FUNDS	133.51
435 - CORRECTION GRANTS	188.75
437 - ENVIRONMENTAL TAX	51.60
452 - FLOOD CONTROL	2,788.34
650 - DETENTION CONSTRUCTION PJ	29,010.00
<b>Grand Total:</b>	<b>244,720.62</b>

**Account Summary**

Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	352.05
401-2-200-018-000	CHILD ENFORCEMENT P	2,641.77
401-2-200-020-000	RETIREE H/C PAYABLE	9,138.04
401-2-200-022-000	PRE-PAID LEGAL PAYABL	386.65
401-6-612-341-000	UTILITIES	123.74
401-6-613-341-000	UTILITIES	123.57
401-6-616-341-000	UTILITIES	123.57
401-6-619-340-000	TELEPHONE	714.84
401-6-621-341-000	UTILITIES	370.55
401-6-622-249-000	EQUIP MAINT/AGREEME	439.00
401-6-622-341-000	UTILITIES	468.71
401-6-624-341-000	UTILITIES	566.72
401-6-625-341-000	UTILITIES	123.57
401-6-631-341-000	UTILITIES	255.67
401-6-632-341-000	UTILITIES	165.33
401-6-645-234-000	INMATE SUPPLIES	150.00
401-6-691-340-000	TELEPHONE	94.92
401-6-691-341-000	UTILITIES	487.05
401-6-693-341-000	UTILITIES	1,689.09
401-6-696-230-000	SUPPLIES/TOOLS	4.87
401-6-699-341-000	UTILITIES	1,413.78
401-7-721-341-000	UTILITIES	1,754.70
401-7-731-341-000	UTILITIES	1,040.55
401-7-741-249-000	EQUIP MAINT/AGREEME	27,868.63
401-7-741-341-000	UTILITIES	753.36
401-7-751-225-000	PER DIEM EXPENSE	68.85
401-7-751-341-000	UTILITIES	2,396.42
401-7-752-223-000	VEHICLE FUELS	1,542.51
402-2-200-010-000	UNITED WAY PAYABLE	35.00
402-2-200-011-000	MISCELLANEOUS PAYABL	189.98
402-2-200-018-000	CHILD ENFORCEMENT P	138.46
402-2-200-020-000	RETIREE H/C PAYABLE	1,764.29
402-2-200-022-000	PRE-PAID LEGAL PAYABL	170.40
402-2-200-024-000	ALTONS POWER BLOCK	26.95
402-6-651-340-000	TELEPHONE	115.53
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	2,014.62
402-6-653-223-000	VEHICLE FUELS	21,060.59
402-6-653-251-000	RENTALS	3,419.04
402-6-653-290-000	PAVING PROJECTS-COOP	102,664.85
402-6-653-291-000	ROAD PROJECTS-OTHER	23,539.99
408-8-812-340-000	TELEPHONE	67.45


**Account Summary**

Account Number	Account Name	Expense Amount
408-8-812-341-000	UTILITIES	52.35
410-8-816-341-000	UTILITIES	35.94
411-8-814-341-000	UTILITIES	353.89
412-8-815-227-000	TRANSPORTATION EXPE	169.00
414-8-819-227-000	TRANSPORTATION EXPE	887.96
414-8-819-341-000	UTILITIES	15.87
427-2-200-010-000	UNITED WAY PAYABLE	6.00
427-2-200-020-000	RETIREE H/C PAYABLE	95.79
427-2-200-024-000	ALTONS POWER BLOCK	24.10
427-6-638-253-000	DUES & OTHER FEES	25.00
427-6-638-340-000	TELEPHONE	55.01
427-6-638-341-000	UTILITIES	255.65
431-2-200-010-000	UNITED WAY PAYABLE	0.17
431-2-200-018-000	CHILD ENFORCEMENT P	75.86
431-2-200-020-000	RETIREE H/C PAYABLE	30.17
432-2-200-020-000	RETIREE H/C PAYABLE	133.51
435-2-200-020-000	RETIREE H/C PAYABLE	87.72
435-6-643-340-000	TELEPHONE	101.03
437-2-200-020-000	RETIREE H/C PAYABLE	51.60
452-2-200-010-000	UNITED WAY PAYABLE	10.00
452-2-200-018-000	CHILD ENFORCEMENT P	154.62
452-2-200-020-000	RETIREE H/C PAYABLE	405.65
452-8-832-238-000	UNIFORMS/ALLOWANCE	2,200.00
452-8-832-341-000	UTILITIES	18.07
650-6-684-228-000	TRANSPORT PRISONERS	10.00
650-6-684-267-000	CONTRACTUAL SERVICES	29,000.00
	<b>Grand Total:</b>	<b>244,720.62</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	244,720.62
<b>Grand Total:</b>	<b>244,720.62</b>

**Approved For Payment**





Chaves County, NM

# Expense Approval Register

Packet: APPKT00709 - CHECK RUN/07/20/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: NM RETIREE HEALTH CARE AUTHORITY</b>					
NM RETIREE HEALTH CARE A	CM0000063	07/06/2018	NM RETIREE HEALTH CARE P	401-2-200-020-000	-6.25
NM RETIREE HEALTH CARE A	INV0002025	07/06/2018	NM RETIREE HEALTH CARE P	401-2-200-020-000	6.25
NM RETIREE HEALTH CARE A	INV0002029	07/06/2018	NM RETIREE HEALTH CARE P	401-2-200-020-000	6.25
<b>Vendor NM RETIREE HEALTH CARE AUTHORITY Total:</b>					<u>6.25</u>
<b>Grand Total:</b>					<u><u>6.25</u></u>

**Fund Summary**

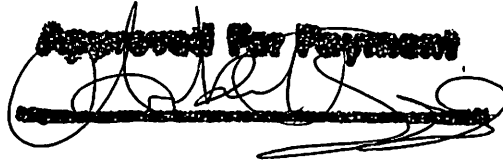
Fund	Expense Amount
401 - GENERAL FUND	6.25
<b>Grand Total:</b>	<b>6.25</b>

**Account Summary**

Account Number	Account Name	Expense Amount
401-2-200-020-000	RETIREE H/C PAYABLE	6.25
	<b>Grand Total:</b>	<b>6.25</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	6.25
<b>Grand Total:</b>	<b>6.25</b>

**Approved for Payment**  




Chaves County, NM

# Expense Approval Register

Packet: APPKT00714 - CHECK RUN/07/30/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: OSBALDO VASQUEZ					
OSBALDO VASQUEZ	CC018607	07/30/2018	SHORT TERM DISABILITY	401-7-758-102-000	500.00
				<b>Vendor OSBALDO VASQUEZ Total:</b>	<b>500.00</b>
				<b>Grand Total:</b>	<b>500.00</b>



**Fund Summary**

Fund	Expense Amount
401 - GENERAL FUND	500.00
Grand Total:	500.00

**Account Summary**

Account Number	Account Name	Expense Amount
401-7-758-102-000	REGULAR SALARIES	500.00
Grand Total:		500.00

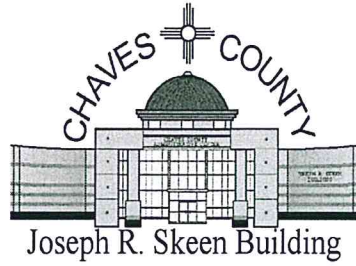
**Project Account Summary**

Project Account Key	Expense Amount
**None**	500.00
Grand Total:	500.00

~~Approved For Payment~~  


**Chaves County Clerk's Office**

Dave Kunko  
 #1 St. Mary's Place  
 PO Box 580  
 Roswell, NM 88203  
 Phone: 575-624-6614  
 Fax: 575-624-6523  
 Email: coclerk@co.chaves.nm.us



**COMMISSIONERS**

- James W. Duffey • District 1
- T Calder Ezzell Jr • District 2
- Jeff Bilberry • District 3
- Robert B. Corn • District 4
- William E. Cavin • District 5

<b>Chaves County Clerk Summary Report - 07/01/2018 - 07/31/2018</b>	
<b>CLERK FEES (EQUIPMENT) .....</b>	<b>\$ 5,040.00</b>
<b>GEN CLERK'S FEES .....</b>	<b>\$ 13,879.00</b>
<b>LIQUOR LICENSE .....</b>	<b>\$ -</b>
<b>CHILDREN'S TRUST FUND .....</b>	<b>\$ 555.00</b>
<b>PROBATE .....</b>	<b>\$ 636.55</b>
<b>PHOTOCOPIES.....</b>	<b>\$ 808.58</b>
<b>GOVT GROSS RECEIPTS TAX .....</b>	<b>\$ 130.42</b>
<b>TOTAL AMOUNT:</b>	<b>\$ 21,049.55</b>
<b>TOTAL DOCUMENTS FILED</b>	<b>687</b>
<b>NEW MARRIAGE LICENSES</b>	<b>37</b>
<b>NEW PROBATES</b>	<b>12</b>
<b>NEW SURVEYS</b>	<b>3</b>
<b>NEW PLATS</b>	<b>0</b>
<b>NEW VOTERS</b>	<b>153</b>
<b>VOTER CHANGES</b>	<b>367</b>

# July 2018 P-Card Report

Account	Department	Item Total
401-6-611 Total	Commissioners	\$5,470.06
401-6-612 Total	County Manager	\$338.22
401-6-613 Total	Human Resources	\$1,709.84
401-6-614 Total	Safety	\$144.00
401-6-616 Total	Fire & Emergency Services	\$2,260.44
401-6-619 Total	Working Capital	\$180.65
401-6-621 Total	Public Works	\$2,411.24
401-6-622 Total	Information Technology	\$4,128.03
401-6-624 Total	Planning & Zoning	\$3,029.00
401-6-625 Total	Purchasing	\$347.94
401-6-631 Total	Finance Dept	\$803.17
401-6-632 Total	Community Development	\$71.33
401-6-641 Total	Detention Administration	\$826.28
401-6-642 Total	Adult Detention	\$60.17
401-6-645 Total	Juvenile CCJD	\$715.69
401-6-691 Total	Facility Maintenance	\$22,881.29
401-6-692 Total	Courthouse Maintenance	\$4,860.06
401-6-693 Total	Facility Maintenance. Health Dept.	\$807.56
401-6-694 Total	Facility Maintenance. CC Road Dept.	\$149.96
401-6-696 Total	Operating Expense - CCDC	\$1,847.90
401-6-699 Total	St. Mary Complex	\$95.32
401-7-721 Total	Clerk Admin	\$1,326.03
401-7-722 Total	Clerk Bureau Elec.	\$1,777.32
401-7-731 Total	Assessor Admin	\$3,867.73
401-7-732 Total	Assessor Appraisal	\$15.00
401-7-741 Total	Treasurer Dept.	\$2,242.95
401-7-751 Total	Sheriff Admin	\$7,586.58
401-7-752 Total	Sheriff Patrol & Investigation	\$11,628.77
402-6-651 Total	Road Admin	\$8,886.03
402-6-652 Total	Road Shop	\$6,302.82
402-6-653 Total	Road Construction & Maintenance	\$16,356.41
402-6-654 Total	Road Vector Control	\$149.00
407-8-811 Total	Dunken FD	\$138.00
408-8-812 Total	East Grand Plains FD	\$900.67
409-8-813 Total	Penasco FD	\$352.18
410-8-816 Total	Midway FD	\$3,008.33
411-8-814 Total	Berrendo FD	\$7,871.90
412-8-815 Total	Sierra FD	\$5,543.06
413-8-818 Total	Rio Felix FD	\$2,007.68
414-8-819 Total	Fire District #8	\$7,709.05

<b>427-6-638 Total</b>	Indigent	\$340.28
<b>430-7-753 Total</b>	Law Enforcement	\$4,959.96
<b>432-7-761 Total</b>	DWI	\$993.07
<b>432-7-765 Total</b>	DWI	\$263.91
<b>435-6-643 Total</b>	Court Services	\$100.33
<b>452-8-832 Total</b>	Flood Dept.	\$6,700.68
<b>620-7-725 Total</b>	Clerk	\$276.28
<b>628-7-733 Total</b>	Assessor	\$23.52
<b>631-8-884 Total</b>	Other Grant's & Contracts	\$9,127.31
<b>650-6-684 Total</b>	CCDC Construction Fund	\$17,467.41
<b>670-6-671 Total</b>	Internal Services	\$5,712.87
<b>Grand Total</b>		\$186,773.28



**Britt Snyder, Sheriff**  
jbsnyder@co.chaves.nm.us

## Sheriff's Monthly Statistics Report July 2018

Commission Meeting: August 15, 2018

<u>Total Number of Arrests:</u>	<u>74</u>
Adult:	74
Juvenile:	0

<u>Total Number of DWI's:</u>	<u>12</u>
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<u>Total Number of Arrest Citations:</u>	<u>16</u>
Adult:	14
Juvenile:	2

<u>Total Number of Traffic Citations:</u>	<u>209</u>
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<u>Total Number of Accident Reports:</u>	<u>9</u>
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CCSO Mileage Report  
July 2018

Unit #	Year	Make	Model	Assigned to	Mileage Beg.	Mileage End	Total
937	2015	Chevy	Caprice	Alba, Alberto	60604	62065	1461
957	2014	Ford	Taurus	At Road Dept	99842	99842	0
910	2014	Ford	F-150 4x4	Baker, Shane	53627	55260	1633
941	2014	Ford	Taurus	Barrientos, Miguel	72537	75367	2830
900	2013	Ford	Taurus	Beagles-Clark, Amanda	108039	109980	1941
930	2014	Ford	Taurus	Cassidy, Maria	37176	37535	359
921	2013	Ford	Taurus	Chavez, Rebecca	127380	129338	1958
933	2017	Ford	Explorer	Childress, Colter	18578	19960	1382
901	2016	Ford	F-250 Crew Cab	Drake, Charles	74792	78665	3873
938	2015	Chevy	Caprice	Hardy, Travis	73023	74516	1493
909	2010	Ford	F-150	Hite, Laura (AC)	132836	133607	771
905	2017	Ford	F-150	Hohle, Doug	20990	22575	1585
931	2008	Ford	Crown Victoria	Mason, James	112375	113332	957
951	2010	Ford	Crown Victoria	McDaniel, Dallas	75770	76429	659
915	2008	Dodge	Charger	Ornelas, Daniel	88060	88415	355
902	2009	Ford	F-150	Ouillette, Scott	172866	173669	803
906	2013	Ford	Taurus	Padilla, Olivia/Wrecked	126500	127643	1143
946	2014	Ford	Taurus	Parmer, Jeromy	98380	100490	2110
929	2013	Ford	Explorer	Perez, Agustin	55518	56455	937
923	2005	Ford	F-150	Perham, Doug	103318	103538	220
944	2014	Ford	Taurus	Ramirez, Giovanni	82436	82765	329
912	2016	Ford	Expedition 4x4	Ramirez, Hector	47260	47945	685
911	2016	Ford	Expedition 4x4	Ramirez, Joel	47128	50045	2917
913	2016	Ford	Expedition 4x4	Ray, Mike	46242	47674	1432
943	2014	Ford	Taurus	Sanchez, Jacob	64590	65729	1139
960	2007	Ford	Crown Victoria	Sedillo, Tony	96545	98274	1729
939	2015	Chevy	Caprice	Seely, Will	63882	66173	2291
903	2014	Ford	F-150	Serna, Jimmy (AC)	58948	60397	1449
955	2013	Ford	Focus	Serrano, Agustin (Civil)	78782	79963	1181
934	2017	Ford	Explorer	Shannon, Mike	34983	37496	2513
945	2014	Ford	Taurus	Silvas, Pedro	79665	81845	2180
947	2013	Chevy	Tahoe	Snyder, Britt	39636	39745	109
919	2009	Ford	Crown Victoria	Spare	146428	146428	0
924	2008	Ford	Crown Victoria	Spare	126631	126631	0
942	2011	Ford	Crown Victoria	Spare	114152	114152	0
948	2011	Ford	Crown Victoria	Spare	124478	124478	0
952	2010	Ford	Expedition	Spare	136599	136599	0
953	2010	Ford	Expedition	Spare/At Road Dept.	135182	135182	0
963	2007	Ford	Crown Victoria	Spare/At Road Dept.	147496	147496	0
908	2013	Ford	Taurus	Stephenson, Landon	131555	132242	687
918	2006	Ford	Van	Transport	116117	117406	1289

928	2010	Dodge	Van	Transport	147854	148645	791
962	2015	Dodge	Caravan	Transport	86798	87877	1079
920	2008	Ford	Crown Victoria	Valderaz, Raul	86215	86970	755
956	2014	Ford	Taurus	Vasquez, Baldo/ Padilla, Olivia	84953	87600	2647
935	2017	Ford	Explorer	Whitzel, David	24206	25955	1749
<b>TOTAL:</b>							<b>53421</b>

**CHAVES COUNTY  
ROAD DEPARTMENT**  
1505 East Brasher Road  
Roswell, New Mexico 88203  
Phone: 575-624-6610  
Fax: 575-627-4360



**COMMISSIONERS**  
James W. Duffey · District 1  
T. Calder Ezzell Jr. · District 2  
Jeff Bilberry · District 3  
Robert Corn · District 4  
William E. Cavin · District 5

**Road Operations Director**  
Joe E. West

**County Manager**  
Stanton L. Riggs

**July 2018**

MAN-HOURS	8,013.50	
MANPOWER COST		\$228,185.88
MAN-HOURS ON ROAD PROJECTS	6,160.25	
MANPOWER COST ON ROAD PROJECTS		\$179,292.58
MILES BLADED	84.95	
MILES MOWED	357.82	
VEHICLE MILEAGE and OFF-ROAD HOURS	5,231.35	
VEHICLE AND EQUIPMENT COSTS		\$191,040.66
GALLONS WATER HAULED	202,825.00	
COST OF CITY WATER		\$188.86
COST OF PRIVATE BILLED WATER		\$0.00
MATERIAL HAULED (cubic yards)		
CHIPS USED ON ROAD PROJECTS	4,670.00	\$78,829.60
BASE COURSE USED ON ROAD PROJECTS	423.50	\$1,414.49
COLD MIX USED ON ROAD PROJECTS	16.20	\$1,134.00
FINES USED ON ROAD PROJECTS	0.00	\$0.00
MILLINGS	0.00	\$0.00
PIT RUN USED ON ROAD PROJECTS	40.00	\$240.00
RIP RAP USED ON ROAD PROJECTS	0.00	\$0.00
ROAD OIL		\$317,537.81
DEMURRAGE		\$280.00
GAS (gallons)	1994.20	\$5,633.14
DIESEL (gallons)	5908.70	\$16,379.83
GAS - Dunken (gallons)	368.30	\$1,033.98
DIESEL - Dunken (gallons)	641.80	\$1,788.31
COST OF ROADWORK		\$794,793.26
COST OF SOLID WASTE		\$10,567.66

  
**JOE E. WEST**  
**ROAD OPERATIONS DIRECTOR**