

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

**January 23, 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**

**ELECTION OF OFFICERS**

**PRESENTATIONS: Sandra Barazza Chaves County Extension Office**

**AGENDA ITEMS**

**A. PUBLIC HEARINGS**

1. Public Hearing for Amendments to Ordinance O-060 Revision No. 2  
Adopting the 2017 New Mexico Electrical Code
2. Subdivision Case SD 2017-08 Vacation of Right of Way in Northern Heights  
Redivison
3. Case Z 2017-20 Variance in Area II, Zone A, Residential-Agricultural
4. Case Z 2017-23 Variance in Area II, Zone A, Residential-Agricultural

**B. AGREEMENTS AND RESOLUTIONS**

5. Ratification of Amendment No. 1 to Agreement A-17-019 between Chaves  
County and the State of New Mexico, DFA/Local Government Division for  
FY 14/18 Local DWI Grant Program
6. Agreement A-17-027 between Chaves County and the NM Aging and Long-  
Term Services for Appropriation #16-A5010 in the amount of \$43,700.00
7. Agreement A-17-028 between Chaves County and NM Aging and Long-Term  
Services for Appropriation #16-A5011 in the amount of \$43,700.00
8. Agreement A-17-029 between Chaves County and NM Aging and Long-Term  
Services for Appropriation #16-A5012 in the amount of \$300,200.00

9. A. Resolution R-18-001 Notice for Public Meetings for the Chaves County Board of Commissioners

B. Resolution R-18-002 Notice for Public Meetings for the Chaves County Indigent Hospital/Health Care Board

10. Resolution R-18-003 Budget Adjustment Resolution

### **C. OTHER BUSINESS**

11. Letter of Support for the Xcel Energy Certified Sites Program

12. Request for Out of State Travel-Assessors Office

### **APPROVAL OF CHECKS**

### **APPROVAL OF REPORTS**

**UNSCHEDULED COMMUNICATIONS LIMITED TO THREE MINUTES PER VISITOR, AND SHALL NOT EXCEED A TOTAL OF 15 MINUTES  
NO FORMAL ACTION TAKEN BY COMMISSION**

- **COUNTY MANAGERS' COMMUNICATIONS**
- **COMMISSIONER'S COMMUNICATIONS**
- **CLOSED SESSION:  
PURSUANT TO SECTION 10-15-1(H)(5) COLLECTIVE BARGAINING, 10-15-1-(H) (7) DISCUSS THREATENED OR PENDING LITIGATION**
- **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:** \_\_\_\_\_

Election of Officers for 2018

**MEETING DATE:** January 23, 2018

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Stanton L. Riggs

**ACTION REQUESTED:** Elect Chairman and Vice-Chairman

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**ITEM SUMMARY:**

In accordance with Ordinance #31, the Chaves County Board of Commissioners must elect a Chairman and Vice-Chairman of the Commission for the year 2018. The terms for these positions are for one year and the elections will become effective January 23, 2018.

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**SUPPORT DOCUMENTS:** None

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**SUMMARY BY:** Stanton L. Riggs

**TITLE:** County Manager

**AGENDA ITEM:** 1

Public Hearing for Amendments to Ordinance O-060 Revision No. 2 Adopting the 2017 New Mexico Electrical Code.

**MEETING DATE:** January 23, 2018

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**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Bill Williams, Public Services Director

**ACTION REQUESTED:** Conduct Public Hearing and Approve Amendment

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**ITEM SUMMARY:**

This is a public hearing to address the proposed changes to Ordinance No. 60. The amendment, if approved, would refine Section 1., of Ordinance No. 060 Revision No. 2, commonly referred to as the Chaves County Building Code. The amendment is to replace the 2014 New Mexico electrical code, with the 2017 New Mexico Electrical code. The New Mexico Electrical Code was adopted by the State of New Mexico and will go into effect February 1, 2018.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Amended Ordinances O-060 Revision No. 3

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**SUMMARY BY:** Bill Williams

**TITLE:** Public Services Director

**CHAVES COUNTY BUILDING CODE**  
**ORDINANCE NO. 60**  
**Revision No. 3**

An ordinance providing for the establishment of a system of local plan review, inspection, approval, and collection of fees for all building permits issued on behalf of the State of New Mexico Construction Industries Division to provide for coordinated inspection and review of construction activities within the boundaries of Chaves County, New Mexico.

**WHEREAS**, the health and welfare of the public requires the regulation of structures within the County of Chaves; and

**WHEREAS**, Section 3-17-6, NMSA 1978 provides that a municipality may adopt by ordinance the conditions provisions, limitations, and terms of building codes; and

**WHEREAS**, Section 4-37-1, NMSA 1978 provides all counties are granted the same powers as municipalities; and included in this grant of powers are those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improves the order, comfort and convenience of Chaves County and its habitants; and

**WHEREAS**, the Chaves County Commissioners have determined the need to exercise their authority to adopt such an ordinance, and;

**WHEREAS**, the County of Chaves, New Mexico employs a building inspector, certified by the State of New Mexico Construction Industries Division, for the enforcement of the State of New Mexico Building Codes in Chaves County.

**BE IT THEREFORE ORDAINED** by the Board of Chaves County Commissioners:

**SECTION 1 2015 New Mexico Building Codes, 2017 New Mexico Electrical Code – Adoption**

For the purpose of regulating: the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings or structures; and for the purpose of providing for the issuance of permits and the collections of fees, there are hereby adopted by the County of Chaves, so far as they are not in conflict with laws of the State of New Mexico or rules and regulations of the Construction Industries Division of New Mexico, those certain codes known as the 2015 New Mexico Residential Building Code, (which adopts by reference and amends the 2015 International Residential Code), the 2015 New Mexico Commercial Building Code (which adopts by reference and amends the 2015 International Building Code), both adopted by the Construction Industries Division effective November 15, 2016, and the **2017 New Mexico Electrical Code, (which adopts by reference and amends the 2017 National Electrical Code (NEC)), adopted February 1, 2018.** The County does hereby adopt the above-mentioned codes in their entirety, and any amendments or changes thereto, including any and all new editions thereof, and the same are hereby adopted and incorporated as fully as if set out verbatim herein.

## **SECTION 2 Building Permits, Plan Reviews, Fees, and Inspections**

- A. Building permits are required for new development in Chaves County.
- B. General construction permits, plan reviews, and inspections will be issued and performed by the Chaves County Building Inspector.
- C. Mechanical, and plumbing permits, plan reviews, and inspections will be issued and performed by NM Construction Industries Division inspectors.
- D. Building permits for projects without progress or inspections for longer than 180 days will be voided and no construction may continue until a new permit is obtained.
- E. All general building permits issued in Chaves County will be assessed a fee in accordance with the Building Permit Fee Schedule, which is attached hereto as Exhibit A and may be amended or modified by resolution without amending this Ordinance.
- F. A double fee will be assessed if a construction project is started without first obtaining a building permit from the Building Inspector.
- G. Fees for building permit renewals for on-going projects will be ½ the original permit fee.
- H. One general inspection and one re-inspection for each stage of development are included in the cost of the building permit. Each additional re-inspection will include a charge of \$30.
- J. NM Construction Industries Division will be notified of any construction that is started without a building permit or of any inspections that are missed or ignored.

## **SECTION 3 Enforcement**

This Ordinance shall be enforced by the Chaves County Building Inspector.

## **SECTION 4 Punishment for Violation of the Code**

Any person violating or failing, neglecting, or refusing to comply with the provisions of the Chaves County Building Code may be punished by a fine not to exceed three hundred dollars (\$300) or imprisonment for not more than ninety (90) days, or both, in accordance with §4-37-3 NMSA 1978.

## **SECTION 5 Copies to be Available and Subject to Inspection**

Copies of the 2015 New Mexico Residential Building Code, the 2015 New Mexico Commercial Building Code, and the 2014 New Mexico Electrical Code, which were adopted in Section 1 of this Ordinance, and the Chaves County Building Code Ordinance No. 60, Revision No 2 shall be available and subject to inspection at all reasonable times in the Office of the County Building Inspector.

## **SECTION 6 Effective Date**

Adoption of this Ordinance hereby amends the Chaves County Building Code Ordinance No. 60, Revision 1 and shall be known as the Chaves County Building Code Ordinance No. 60, Revision No. 2. Because building code enforcement directly relates to health, and safety of Chaves County Residents this Ordinance, and future amendments, shall become effective immediately after passage.

# EXHIBIT A

## FEE SCHEDULE CHAVES COUNTY BUILDING PERMIT EFFECTIVE May 18, 2017

Valuation	Fee	Valuation	Fee	Valuation	Fee	Valuation	Fee	Valuation	Fee
Up to \$500	\$17.50	\$45,000.00	\$465.00	\$99,000.00	\$843.00	\$153,000.00	\$1,088.50	\$270,000.00	\$1,545.00
\$501-\$1000	\$35.00	\$46,000.00	\$472.00	\$100,000.00	\$850.00	\$154,000.00	\$1,093.00	\$280,000.00	\$1,580.00
\$1001-\$1100	\$39.50	\$47,000.00	\$479.00	\$101,000.00	\$854.50	\$155,000.00	\$1,097.50	\$290,000.00	\$1,615.00
\$1101-\$1200	\$44.00	\$48,000.00	\$486.00	\$102,000.00	\$859.00	\$156,000.00	\$1,102.00	\$300,000.00	\$1,650.00
\$1201-\$1300	\$48.50	\$49,000.00	\$493.00	\$103,000.00	\$863.50	\$157,000.00	\$1,106.50	\$400,000.00	\$2,200.00
\$1301-\$1400	\$53.00	\$50,000.00	\$500.00	\$104,000.00	\$868.00	\$158,000.00	\$1,111.00	\$500,000.00	\$2,650.00
\$1404-\$1500	\$57.50	\$51,000.00	\$507.00	\$105,000.00	\$873.50	\$159,000.00	\$1,115.50		
\$1501-\$1600	\$62.00	\$52,000.00	\$517.00	\$106,000.00	\$877.00	\$160,000.00	\$1,120.00		Add \$3.50 per \$1000.00. Up to 1,000,000.00
\$1601-\$1700	\$66.50	\$53,000.00	\$521.00	\$107,000.00	\$881.50	\$161,000.00	\$1,124.50		Add \$2.35 per \$1000.00. Over \$1,000,000.00
\$1701-\$1800	\$71.00	\$54,000.00	\$528.00	\$108,000.00	\$866.00	\$162,000.00	\$1,129.00		
\$1801-\$1900	\$75.50	\$55,000.00	\$535.00	\$109,000.00	\$890.00	\$163,000.00	\$1,133.50		
\$1901-\$2000	\$80.00	\$56,000.00	\$542.00	\$110,000.00	\$895.00	\$164,000.00	\$1,138.00		
\$3,000.00	\$90.50	\$57,000.00	\$549.00	\$111,000.00	\$899.50	\$165,000.00	\$1,142.50		
\$4,000.00	\$101.00	\$58,000.00	\$556.00	\$112,000.00	\$904.00	\$166,000.00	\$1,147.00		
\$5,000.00	\$111.50	\$59,000.00	\$563.00	\$113,000.00	\$908.50	\$167,000.00	\$1,151.50		
\$6,000.00	\$122.00	\$60,000.00	\$570.00	\$114,000.00	\$913.00	\$168,000.00	\$1,156.00		
\$7,000.00	\$132.50	\$61,000.00	\$577.00	\$115,000.00	\$917.50	\$169,000.00	\$1,160.50		
\$8,000.00	\$143.00	\$62,000.00	\$584.00	\$116,000.00	\$922.00	\$170,000.00	\$1,165.00		
\$9,000.00	\$153.50	\$63,000.00	\$591.00	\$117,000.00	\$926.50	\$171,000.00	\$1,169.50		
\$10,000.00	\$164.00	\$64,000.00	\$598.00	\$118,000.00	\$931.00	\$172,000.00	\$1,174.00		
\$11,000.00	\$174.50	\$65,000.00	\$605.00	\$119,000.00	\$935.50	\$173,000.00	\$1,178.50		
\$12,000.00	\$185.00	\$66,000.00	\$612.00	\$120,000.00	\$940.00	\$174,000.00	\$1,183.00		
\$13,000.00	\$195.50	\$67,000.00	\$619.00	\$121,000.00	\$944.50	\$175,000.00	\$1,187.50		
\$14,000.00	\$206.00	\$68,000.00	\$626.00	\$122,000.00	\$949.00	\$176,000.00	\$1,192.00		
\$15,000.00	\$216.50	\$69,000.00	\$633.00	\$123,000.00	\$953.50	\$177,000.00	\$1,196.50		
\$16,000.00	\$227.00	\$70,000.00	\$640.00	\$124,000.00	\$958.00	\$178,000.00	\$1,201.00		
\$17,000.00	\$237.50	\$71,000.00	\$647.00	\$125,000.00	\$962.50	\$179,000.00	\$1,205.50		
\$18,000.00	\$248.00	\$72,000.00	\$654.00	\$126,000.00	\$967.00	\$180,000.00	\$1,210.00		
\$19,000.00	\$259.50	\$73,000.00	\$661.00	\$127,000.00	\$971.50	\$181,000.00	\$1,214.50		
\$20,000.00	\$269.00	\$74,000.00	\$668.00	\$128,000.00	\$976.00	\$182,000.00	\$1,219.00		
\$21,000.00	\$279.50	\$75,000.00	\$675.00	\$129,000.00	\$980.50	\$183,000.00	\$1,223.50		
\$22,000.00	\$290.00	\$76,000.00	\$682.00	\$130,000.00	\$985.00	\$184,000.00	\$1,228.00		
\$23,000.00	\$300.50	\$77,000.00	\$689.00	\$131,000.00	\$989.50	\$185,000.00	\$1,232.50		
\$24,000.00	\$311.00	\$78,000.00	\$696.00	\$132,000.00	\$994.00	\$186,000.00	\$1,237.00		
\$25,000.00	\$321.50	\$79,000.00	\$703.00	\$133,000.00	\$998.50	\$187,000.00	\$1,241.50		
\$26,000.00	\$332.00	\$80,000.00	\$710.00	\$134,000.00	\$1,003.00	\$188,000.00	\$1,246.00		
\$27,000.00	\$339.00	\$81,000.00	\$717.00	\$135,000.00	\$1,007.50	\$189,000.00	\$1,250.50		
\$28,000.00	\$346.00	\$82,000.00	\$724.00	\$136,000.00	\$1,012.00	\$190,000.00	\$1,255.00		
\$29,000.00	\$353.00	\$83,000.00	\$731.00	\$137,000.00	\$1,016.50	\$191,000.00	\$1,259.50		
\$30,000.00	\$360.00	\$84,000.00	\$738.00	\$138,000.00	\$1,021.00	\$192,000.00	\$1,264.00		
\$31,000.00	\$367.00	\$85,000.00	\$745.00	\$139,000.00	\$1,025.50	\$193,000.00	\$1,268.50		
\$32,000.00	\$374.00	\$86,000.00	\$752.00	\$140,000.00	\$1,030.00	\$194,000.00	\$1,273.00		
\$33,000.00	\$381.00	\$87,000.00	\$759.00	\$141,000.00	\$1,034.50	\$195,000.00	\$1,277.50		
\$34,000.00	\$388.00	\$88,000.00	\$766.00	\$142,000.00	\$1,039.00	\$196,000.00	\$1,282.00		
\$35,000.00	\$395.00	\$89,000.00	\$773.00	\$143,000.00	\$1,043.50	\$197,000.00	\$1,286.50		
\$36,000.00	\$402.00	\$90,000.00	\$780.00	\$144,000.00	\$1,048.00	\$198,000.00	\$1,291.00		
\$37,000.00	\$409.00	\$91,000.00	\$787.00	\$145,000.00	\$1,052.50	\$199,000.00	\$1,295.50		
\$38,000.00	\$416.00	\$92,000.00	\$794.00	\$146,000.00	\$1,057.00	\$200,000.00	\$1,300.00		Add \$4.50 per \$1000.00. Up to \$500,000.00
\$39,000.00	\$423.00	\$93,000.00	\$801.00	\$147,000.00	\$1,061.50	\$210,000.00	\$1,335.00		
\$40,000.00	\$430.00	\$94,000.00	\$809.00	\$148,000.00	\$1,066.00	\$220,000.00	\$1,370.00		
\$41,000.00	\$437.00	\$95,000.00	\$815.00	\$149,000.00	\$1,070.50	\$230,000.00	\$1,405.00		
\$42,000.00	\$444.00	\$96,000.00	\$822.00	\$150,000.00	\$1,075.00	\$240,000.00	\$1,440.00		
\$43,000.00	\$451.00	\$97,000.00	\$829.00	\$151,000.00	\$1,079.50	\$250,000.00	\$1,475.00		
\$44,000.00	\$458.00	\$98,000.00	\$836.00	\$152,000.00	\$1,084.00	\$260,000.00	\$1,510.00		

AGENDA ITEM: 2  
MEETING DATE: January 23, 2018

Subdivision Case SD 2017-08 Vacation of  
Right-of-Way in Northern Heights Redivision

## STAFF SUMMARY REPORT

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**ACTION REQUESTED BY:** Planning and Zoning

**ACTION REQUESTED:** The request is to vacate the portion of Dutch Harbor Avenue located north of Old Clovis Highway and south of Nome Street; between Lot 4 and Lot 5 of Northern Heights Redivision.

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**ITEM SUMMARY:** The right-of-way for this portion is 50 feet in width and approximately 900 feet in length. There is no road constructed therein and the Nome Street right-of-way to the north has never been a road. There appears to be no need for the County to have this right-of-way.  
The ETZ Commission recommended approval with the Conditions and Findings of Fact.

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**SUPPORT DOCUMENTS:** Vicinity Map, Staff Review, Application, Vacation Sketch, Aerial Photo, Statement of Vacation

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**SUMMARY BY:** Marlin J. Johnson

**TITLE:** Planning and Zoning Director





**STAFF REVIEW  
SD 2017-18**

The subject property is located to the west of Old Clovis Highway, north of Ladrones Street. The request is to vacate Dutch Harbor Avenue from Old Clovis Highway, north to Nome Street. Neither Dutch Harbor nor Nome have been developed or used. This section of Dutch Harbor Avenue right-of-way lies between Lot 4 and Lot 5 of Northern Heights Redivision. It is 50 feet in width and about 900 feet in length. The adjacent properties are zoned Rural Suburban District.

The applicant has been advised that utility company representatives must be notified of this request prior to filing of any approved documentation.

All parcels will continue to have legal and adequate access.

There have been no objections from the public. No concerns have been expressed by other Departments. It appears that there has never been a roadway in the subject area, including the north connector, Nome Street. The County has no need for this road and about more than one acre of land will be added to the taxable property.

State Statute and County Ordinance allow vacations without a survey. The request will be heard by the County Board of Commissioners.

Staff recommends approval of the vacation of Dutch Harbor Avenue from Old Clovis Highway to Nome Street with the following stipulations:

- 1.) That the affected utility companies approve; and
- 2.) That the documentation for approval be filed within twelve months;

**Findings of Fact** could include: the applicant owns all parcels that are affected; there have been no objections from the public; affected utility company lines and easements will be protected if and as necessary; the County has no need for this right-of-way and the land will be added to the tax rolls;



# CHAVES COUNTY APPLICATION PLAT VACATION

Case Number: SD 2017-18 Date Received: 12-11-2017 Fee: \$150<sup>00</sup>

**Applicant:**

Name: Clay Loya Phone Number: 575 910 1319

Mailing Address: 1712 N. Lea Ave Roswell NM 88201

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

**Subdivision:**

Name: Northern Heights Redivision

Location: Dutch Harbor Avenue

**Area to be Vacated:** No. of Blocks \_\_\_\_\_ No. of Lots \_\_\_\_\_ No. of Streets 1 No. of Alleys \_\_\_\_\_  
Area \_\_\_\_\_ Area \_\_\_\_\_ Length \_\_\_\_\_ Length \_\_\_\_\_

Present Land Use: vacant

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

Present Zoning: Rural Suburban

**Utility information needed:**

Current Gas Company: \_\_\_\_\_ Current Electric Company: Central Valley Electric

Current Water Company: Berrendo

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

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

Applicant's Signature [Signature]

Date 12-11-17

County Manager's Signature (if applicable) \_\_\_\_\_

Date \_\_\_\_\_

**Documents Included With Application:**

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

2/8/08 ETZ Commission - January 16, 2018 @ 5:30 PM

BIF-12

Wheeler  
Dev. Co. Inc.

3

Nay A.  
Griffith

308.21'

John J.  
Rummo

2

Glass Revocable Trust

DUTCH HARBOR AVENUE

609.90'

307.75'

307.75'

609.85'

NOME STREET

# NORTHERN HEIGHTS REDIVISION

D. Hudson

5

615.49'

4

Nuly Loya

S. Apodaca

Nuly Loya, et al

ALCAN AVENUE

VACAT E - DUTCH HARBOR AVENUE - VACAT E

6012

6012

1.58'

23

307.29'

Benny G.  
Sparks

1254.80'

OLD CLOYS HIGHWAY

BIF-14

MC FADIN ROAD

1707

Phelps  
Anderson

LADRONES STREET

BIF-13

(S12-50)

1406

BIF-4

BIF-3  
Tr. 1  
(S14-80)

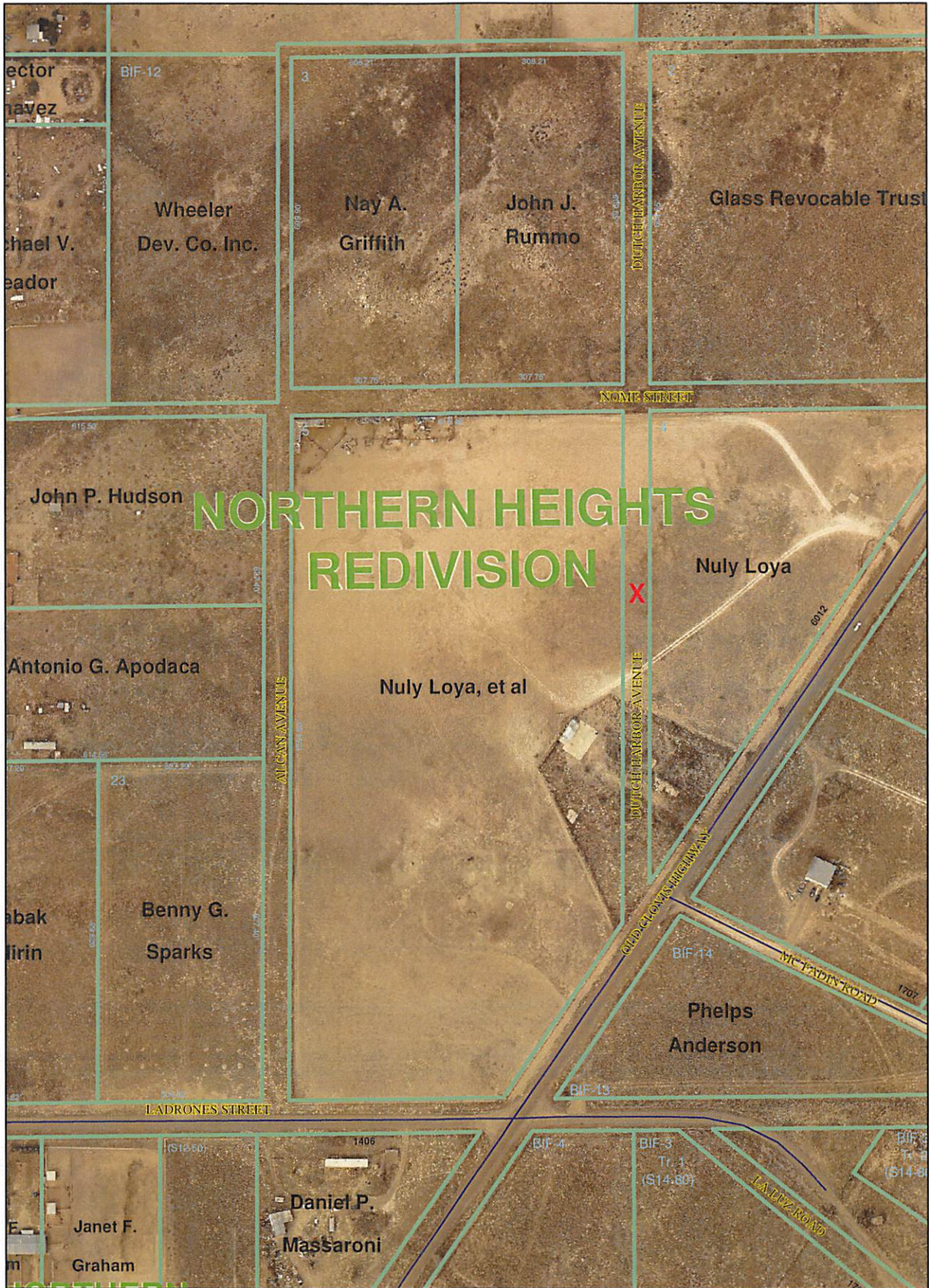
BIF-3  
Tr. 2  
(S14-80)

LA LUZ ROAD

Daniel P.  
Massaroni

net F.  
aham

# Aerial Map



**Case SD 2017-18  
Dutch Harbor Ave.**





## **Approval of the Board of Chaves County Commissioners**

This is to certify that the foregoing Vacation of Dutch Harbor Avenue between Old Clovis Highway and Nome Street in Northern Heights Redivision, Chaves County, New Mexico, is hereby approved by the Board of Chaves County Commissioners on this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Chaves County Commission Chair

\_\_\_\_\_  
ATTEST

AGENDA ITEM: 3  
MEETING DATE: January 23, 2018

Case Z 2017-20 Variance  
in Area II, Zone A, Residential-Agricultural

## STAFF SUMMARY REPORT

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**ACTION REQUESTED BY:** Planning and Zoning

**ACTION REQUESTED:** Approve a Variance to allow a structure within the front yard setback setback.

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**ITEM SUMMARY:** The subject property is located at 3768 East Crossroads. The applicant is requesting a Variance to allow a covered entryway constructed on the front of the residence to extend within twenty-eight feet (28') of the front property line versus the required fifty feet (50')  
The Planning and Zoning Commission continued the matter when they first heard it in December as the trucking operation on the property was still in violation. This time they passed it forward to the Board of Commissioners with a recommendation to approve or deny depending on the status of the trucking operation, subject to the conditions and the Findings of Fact listed in the Staff Review for either option.

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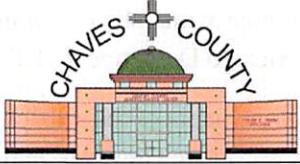
**SUPPORT DOCUMENTS:** P&Z Draft Minutes of January 2, 2018, Vicinity Map, Staff Review, Application, Site Plan, Aerial Photo, Letter from County Attorney

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**SUMMARY BY:** Marlin J. Johnson

**TITLE:** Planning and Zoning Director



Chaves County Planning & Zoning Commission	Chaves County	
Hearing Date: January 2, 2018	<i>Meeting Minutes</i>	Created By: Julia A. Torres

**Members Present:**

Melodi Salas  
Dale Rogers  
Jerry Wagner  
Andy Morley  
Robbie White

**Guests:**

Claudia Olivas  
Philip Kloppenburg

**Staff Present:**

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 January 2, 2018 beginning at 5:30PM.

**Minutes**

The minutes of the December 5, 2017 meeting were approved unanimously as submitted.

**Election of Officers**

*Commissioner Wagner made a motion to keep the same officers for 2018. Commissioner Salas seconded the motion. Motion carried by a 5-0 vote. Dale Rogers will be the Chairperson and Andy Morley will be the Vice-Chairperson.*

**Resolution PZ 2018-1: Notice for Public Meetings**

*Commissioner White made a motion to approve Resolution PZ 2018-1: Notice for Public Meetings. Commissioner Wagner seconded the motion. Motion carried by a 5-0 vote.*

**OLD BUSINESS**

**1. Z 2017-20**

*Request for a Variance to the front yard setback on property described as S3 T12S R25E Lot 4 S980' N1015' E330' W495' m/l SW4SW4 S250' N265' E330' W495' m/l, parcel # 4142068033068, address being 3768 E. Crossroads, Roswell*

**Mary Rogers** began the Staff Report by stating that the subject property was located at 3768 East Crossroads. The request was for a Variance to the front yard setback to allow a covered entryway to be constructed within 28 feet of the front property line versus the required 50 feet. The East Crossroads right-of-

way is approximately 53 feet in width. This portion of East Crossroads belongs to and is regulated by the New Mexico Department of Transportation.

Part of the intent of the setback from roads is to maintain adequate space for future expansion of road and utility corridors. However, in this stretch of road there are numerous structures located less than 50 feet from the front property lines along East Crossroads, including several that are closer than the structure in question.

There were no concerns raised by County Departments or by the NM Department of Transportation. There were no objections received from the public at the time of this report.

Staff cannot typically support a Variance that is not a hardship. Please refer to Section 5.H.10. However, Staff believes that there are factors that override a strict interpretation of the regulations in this area. About a third of the properties along this stretch of East Crossroads have structures that are located closer than 50 feet to the front property line, including several that are closer than 28 feet. In addition, the structure is an open breezeway with no walls and was built there to provide some protection from the elements at the front door. It seems unlikely that this road will be widened due to its location, the preponderance of structures relatively close to the road and the lack of critical comment from NMDOT.

Staff recommends that the Planning Commission pass this matter on to the Board of Commissioners with recommendations dependent upon the status of the trucking operation on the property as of January 18, 2018, the Board of Commissioner meeting date.

If the trucking operation is removed from the property and continually kept from the property, Staff supports the request for the Variance with the following conditions:

- 1.) That the structure be allowed within twenty-seven feet (27') of the front property line;
- 2.) That no walls be constructed on the structure without another approved Variance;
- 3.) That a double fee building permit be obtained for the addition; and
- 4.) That the trucking operation be removed permanently from the property;

Findings of fact could include; there are numerous structures within the required front yard setback along this stretch of East Crossroads; NMDOT has no objections; the granting of this variance will not be injurious to the health, safety, morals, and general welfare of the community; the use or value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; the variance is within the spirit, intent, purpose and general plan of the Ordinance;

If the trucking operation is not cleared from the property to the satisfaction of the County Attorney, Staff recommends denial of the Variance;

Findings of fact could include: the property is not in compliance with the Zoning Ordinance and the formal decisions of the Chaves County Board of Commissioners; the applicant has not demonstrated an exceptional hardship;

**Commissioner Morley** asked why the applicant would be required to pay double for the building permit. **Mrs. Rogers** responded that it was because the structure was built prior to obtaining a building permit.

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

**Claudia Olivas** introduced herself as the daughter of the applicant, Ignacio Campa. She did not understand why the trucking operation had anything to do with the variance request for the porch. They were not aware that they needed a building permit for the addition.

**Chair Rogers** responded that the main reason was that the trucking operation was not in compliance.

**Commissioner Salas** mentioned that this was not the first time that the applicant had built something without first obtaining a building permit.

**Ms. Olivas** stated that her father had another location for the trucks but that location had no water or electricity yet; therefore, they had been unable to move the trucking operation. She wanted to know why somebody else got approved for a similar permit recently but they haven't been able to. **Commissioner Salas** suggested that **Ms. Olivas** provide the Commission more specific information about this other permit in order to discuss it with her.

**Commissioner White** explained to **Ms. Olivas** some of the history with her father's trucking operation not being in compliance. She also talked about a letter sent the Ignacio Campa from Stan Riggs, County Manager describing the property not being in compliance since it is in an Agricultural/Residential zone.

**Commissioner Wagner** stated that if it weren't for the trucking operation on the property, he would not have any problem with granting the variance because there are many nearby structures within the setback.

**Chair Rogers** asked if there was anyone wishing to speak against the application. Nobody spoke against the application.

*Commissioner Salas made a recommendation to pass this matter on to the Board of Commissioners with recommendations dependent upon the status of the trucking operation on the property as of January 18, 2018. Commissioner Wagner seconded the motion. Motion carried by a 5-0 vote. This case is scheduled to be heard by the Chaves County Board of Commission on January 18, 2018 at 9 a.m.*

## **NEW BUSINESS**

### **1. Z 2017-23**

*Request for a Variance to the front yard setback on property described as S3 T12S R25E Lot 4 S980' N1015' W660' SW4SW4 S250' N265' E165' W660', parcel #41420680528069, address being 3774 E. Crossroads, Roswell*

**Mary Rogers** began the Staff Report by stating that the subject property was located at 3774 East Crossroads. The request is for a Variance to the front yard setback to allow a covered porch to be constructed within 27 feet of the front property line versus the required 50 feet. The East Crossroads right-of-way is approximately 53 feet in width. This portion of East Crossroads belongs to and is regulated by the New Mexico Department of Transportation. Per their application, the applicant added porches to the home at the suggestion of their banker when the home was being re-roofed. (Roofing permits for manufactured homes are issued by the State.)

Part of the intent of the setback from roads is to maintain adequate space for future expansion of road and utility corridors. However, in this stretch of road there a numerous structures located less than 50 feet from the front property lines along East Crossroads, including several that are closer than the structure in question.

There were no concerns raised by County Departments or by the NM Department of Transportation. There were no objections received from the public at the time of this report.

Staff cannot typically support a Variance that is not a hardship. Please refer to Section 5.H.10. However, Staff believes that there are factors that override a strict interpretation of the regulations in this area.

About a third of the properties along this stretch of East Crossroads have structures that are located closer than 50 feet to the front property line, including several that are closer than 27 feet. In addition, the porch has no walls. It seems unlikely that this road will be widened due to its location, the preponderance of structures relatively close to the road and the lack of critical comment from NMDOT.

Staff recommends approval of the request for a Variance with the following conditions:

- 1.) That the structure be allowed within twenty-six feet (26') of the front property line;
- 2.) That no walls be constructed on the porch without another approved Variance; and
- 3.) That a double fee building permit be obtained for the addition; and

Findings of fact could include; there are numerous structures within the required front yard setback along this stretch of East Crossroads; NMDOT has no objections; the granting if this variance will not be injurious to the health, safety, morals, and general welfare of the community; the use or value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; the variance is within the spirit, intent, purpose and general plan of the Ordinance;

If the Variance is to be denied;

Findings of fact could include: the applicant has not demonstrated an exceptional hardship

**Chair Rogers** asked if anyone wished to speak in favor of the application.

**Philip Kloppenburg** introduced himself representing the applicant, who was not present due to illness. He agreed with the stated recommendations of approval and mentioned that there had been no objections from any agency or public.

**Chair Rogers** asked if there was anyone wishing to speak against the application. Nobody spoke against the application.

*Commissioner Wagner made a motion to recommend approval of Case Z 2017-23 as submitted including the Conditions of Approval and Findings of Fact. Commissioner Morley seconded the motion. Motion carried by a 5-0 vote. This case is scheduled to be heard by the Chaves County Board of Commissioners on January 18, 2018 at 9 a.m.*

There being no other business listed on the agenda or to come before the Commission, the meeting adjourned at 5:51PM.

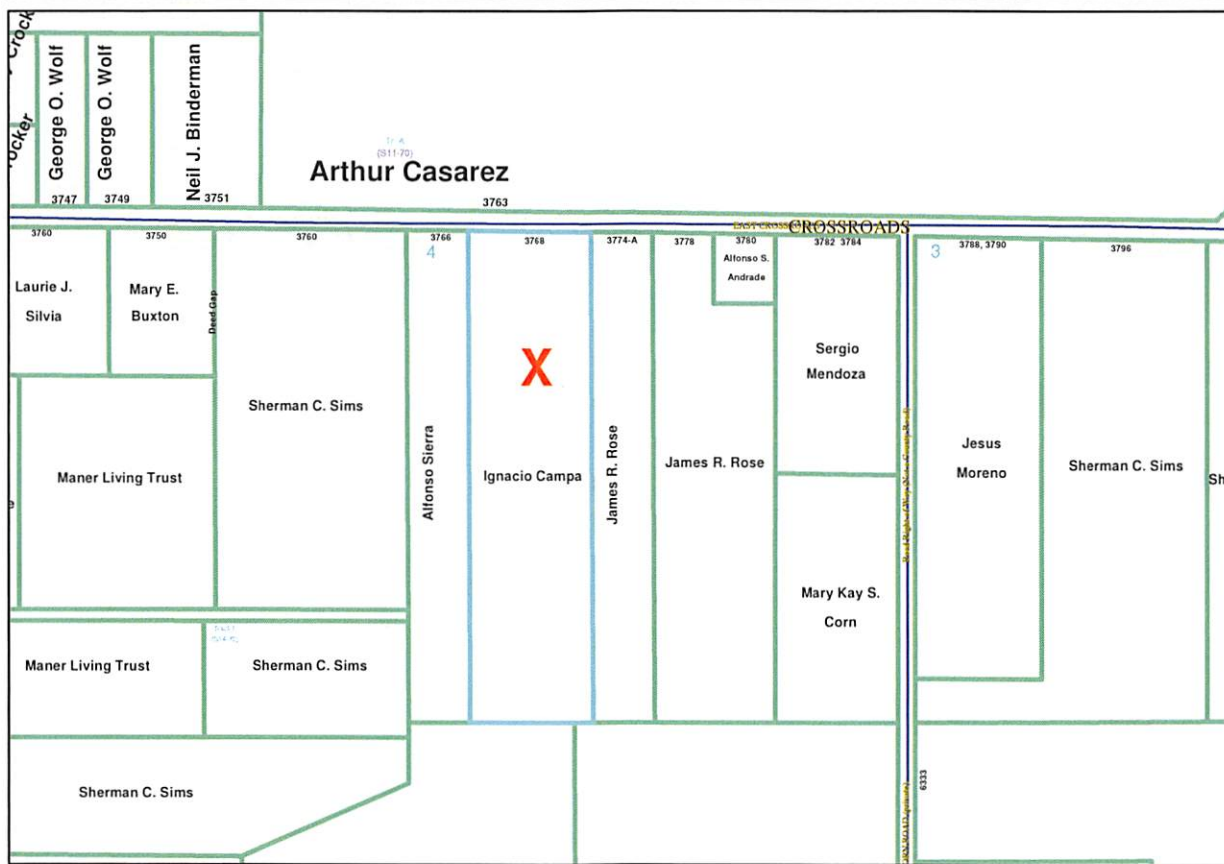
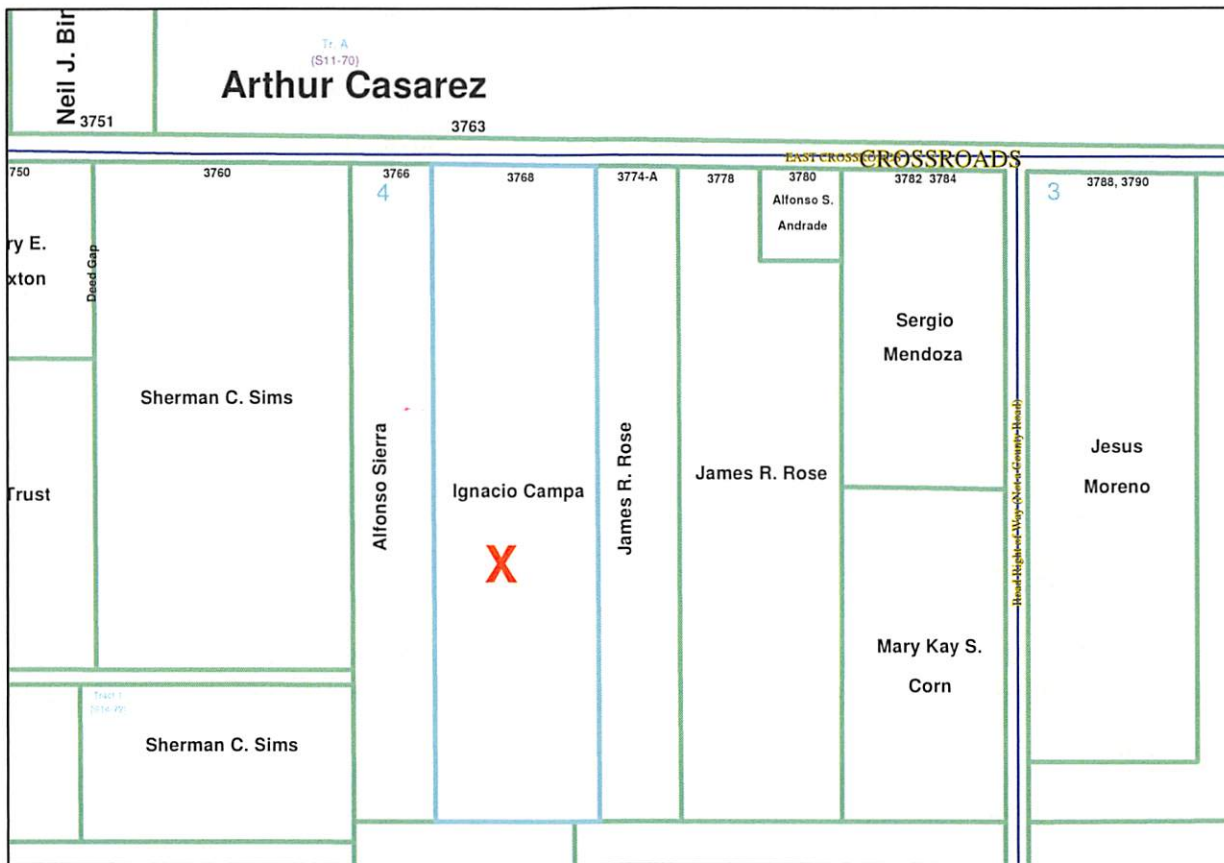
Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
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 2017-20  
3768 E. Crossroads



**STAFF REVIEW**  
**Z 2017-20 (continued)**

The subject property is located at 3768 East Crossroads. The request is for a Variance to the front yard setback to allow a covered entryway to be constructed within 28 feet of the front property line versus the required 50 feet. The East Crossroads right-of-way is approximately 53 feet in width. This portion of East Crossroads belongs to and is regulated by the New Mexico Department of Transportation.

Part of the intent of the setback from roads is to maintain adequate space for future expansion of road and utility corridors. However, in this stretch of road there are numerous structures located less than 50 feet from the front property lines along East Crossroads, including several that are closer than the structure in question.

There were no concerns raised by County Departments or by the NM Department of Transportation. There were no objections received from the public at the time of this report.

Staff cannot typically support a Variance that is not a hardship. Please refer to Section 5.H.10. However, Staff believes that there are factors that override a strict interpretation of the regulations in this area. About a third of the properties along this stretch of East Crossroads have structures that are located closer than 50 feet to the front property line, including several that are closer than 28 feet. In addition, the structure is an open breezeway with no walls and was built there to provide some protection from the elements at the front door. It seems unlikely that this road will be widened due to its location, the preponderance of structures relatively close to the road and the lack of critical comment from NMDOT.

Staff recommends that the Planning Commission pass this matter on to the Board of Commissioners with recommendations dependent upon the status of the trucking operation on the property as of January 18, 2018, the Board of Commissioner meeting date.

If the trucking operation is removed from the property and continually kept from the property, Staff supports the request for the Variance with the following conditions:

- 1.) That the structure be allowed within twenty-seven feet (27') of the front property line;
- 2.) That no walls be constructed on the structure without another approved Variance;
- 3.) That a double fee building permit be obtained for the addition; and
- 4.) That the trucking operation be removed permanently from the property;

**Findings of fact** could include; there are numerous structures within the required front yard setback along this stretch of East Crossroads; NMDOT has no objections; the granting of this variance will not be injurious to the health, safety, morals, and general welfare of the community; the use or value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; the variance is within the spirit, intent, purpose and general plan of the Ordinance;

If the trucking operation is not cleared from the property to the satisfaction of the County Attorney, Staff recommends denial of the Variance;

**Findings of fact** could include: the property is not in compliance with the Zoning Ordinance and the formal decisions of the Chaves County Board of Commissioners; the applicant has not demonstrated an exceptional hardship;



# CHAVES COUNTY APPLICATION CHAVES COUNTY ZONING ORDINANCE

Case Number: Z 2017-20 Date Received: 10/17/17 Fee: \$150<sup>00</sup>

Type of Request:  Rezoning  Special Use  Variance  Change of Use

Name of Property Owner: Ignacio Campa Phone Number: (575) 910-41661

Mailing Address: 9 Birdsall pl. Roswell NM 88203

Name of Applicant: Ignacio Campa DORMA CAMPA

Mailing Address: 9 Birdsall pl. Roswell NM 88203 Home Phone Number: (575) 910-8839

Business Phone Number: (575) 626-7359

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

Case Address, Legal Description, and Parcel Number: 3768 E. Crossroads Rd. Roswell, NM 88203

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

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

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

Applicant's Reason for Requested Change: (Use back if more space is needed) Variance to front yard setback.

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 10/17/17

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

P&Z Commission - Dec 5, 2017 @ 5:30PM  
Board of Commission Tentative

A

(-70)

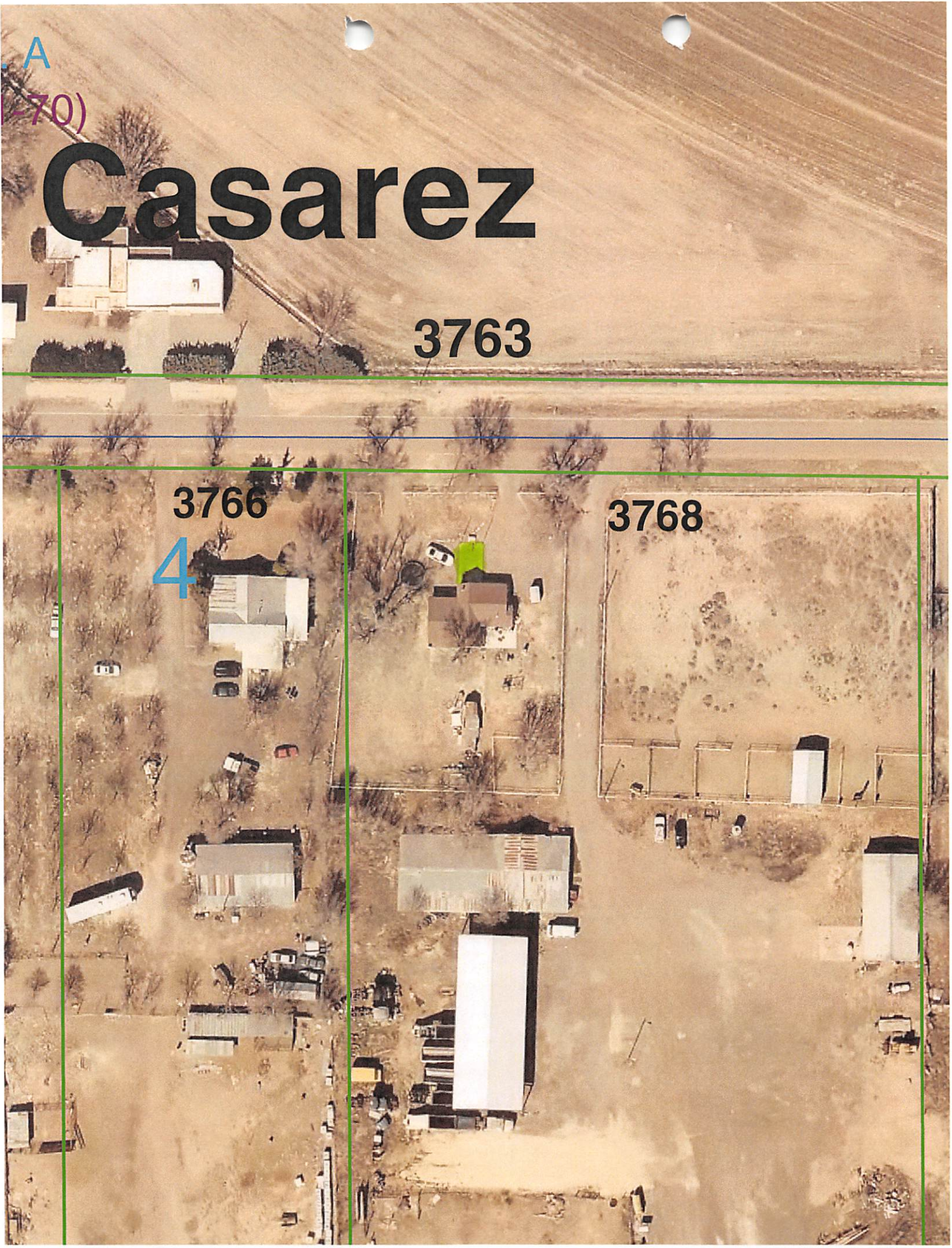
# Casarez

3763

3766

4

3768





# Aerial Map



Case Z 2017-20  
3768 E. Crossroads



**COUNTY MANAGER**

**Stanton L. Riggs**

PO Box 1817

Roswell, NM 88202-1817

PHONE: 575-624-6602

FAX: 575-624-6659

Email: sriggs@co.chaves.nm.us



**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

December 4, 2017

Ignacio & Norma Campa  
9 Birdsall Place  
Roswell, NM 88203

**Re: 3768 East Crossroads  
RO 08551**

Dear Mr. and Mrs. Campa:

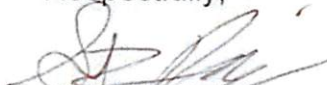
You have been repeatedly notified by the Planning Office of the improper use of the above described property. This includes the trucking operation and construction without an approved building permit.

As you know, in January of this year, the Chaves County Board of Commissioners gave you until July of this year to move the trucking operation. As we believed you had found a property that was approved for Industrial Zoning for such use, a couple months grace period was allowed. However, that has now turned into several additional months. As you have not removed the trucking business you are in direct violation of the Chaves County Zoning Ordinance and the Board of Commissioners. The matter is now in the hands of the County legal department.

If the commercial trucking operation is not wholly removed from the property by the end of December, the County will take legal action in January 2018. I am aware that you have applied for a variance to allow the unpermitted structure. If not approved so that a building permit may be issued, that matter may become part of any legal action as well.

Please resolve these matters as noted above or the County will take appropriate legal action to rectify the situation in a timely and responsible manner.

Respectfully,

  
Stanton Riggs  
County Attorney

cc: Marlin Johnson/Planning & Zoning Director

AGENDA ITEM: 4  
MEETING DATE: January 23, 2018

Case Z 2017-23 Variance  
in Area II, Zone A, Residential-Agricultural

## STAFF SUMMARY REPORT

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**ACTION REQUESTED BY:** Planning and Zoning

**ACTION REQUESTED:** Approve a Variance to allow a structure within the front yard setback setback.

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**ITEM SUMMARY:** The subject property is located at 3774 East Crossroads. The applicant is requesting a Variance to allow a covered porch constructed on the front of the residence to extend within twenty-eight feet (26') of the front property line versus the required fifty feet (50')  
The Planning and Zoning Commission recommends approval with the conditions and the Findings of Fact listed in the Staff Review.

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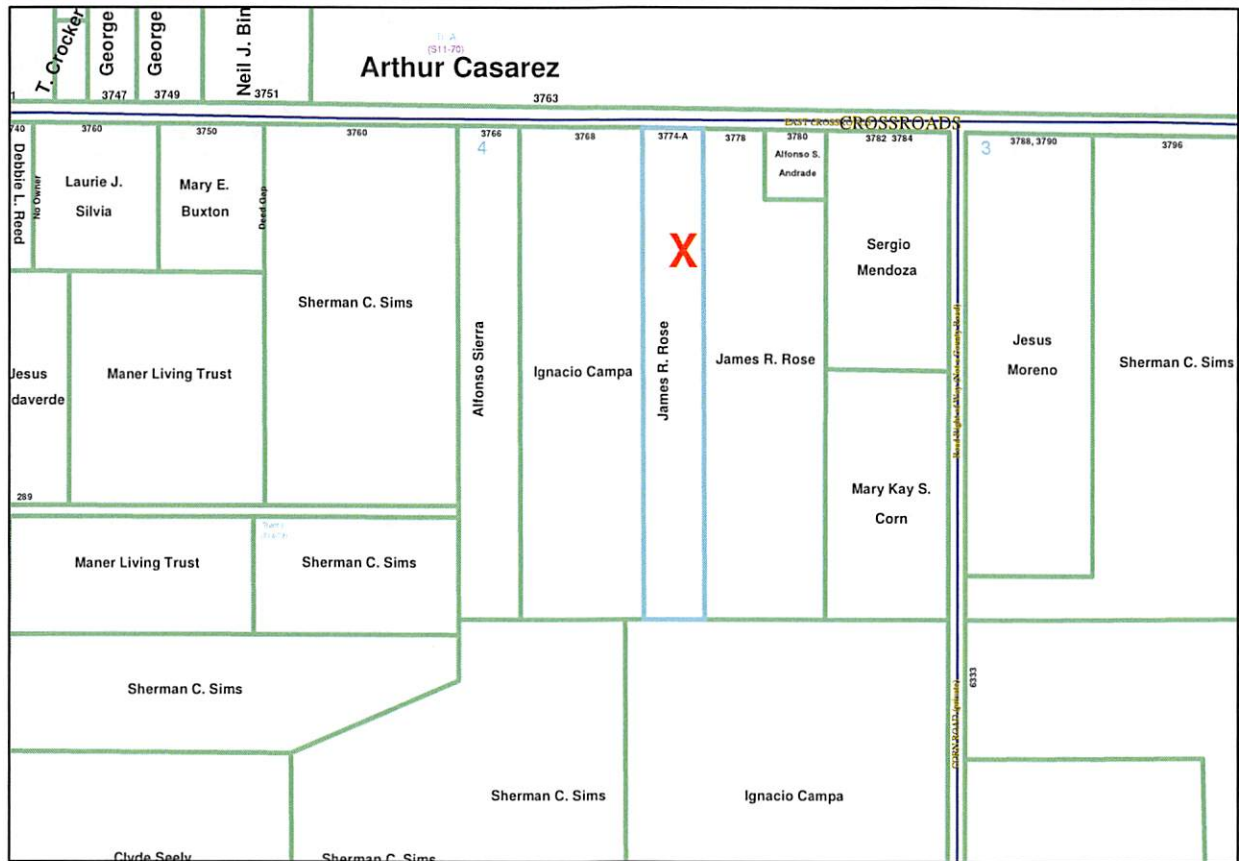
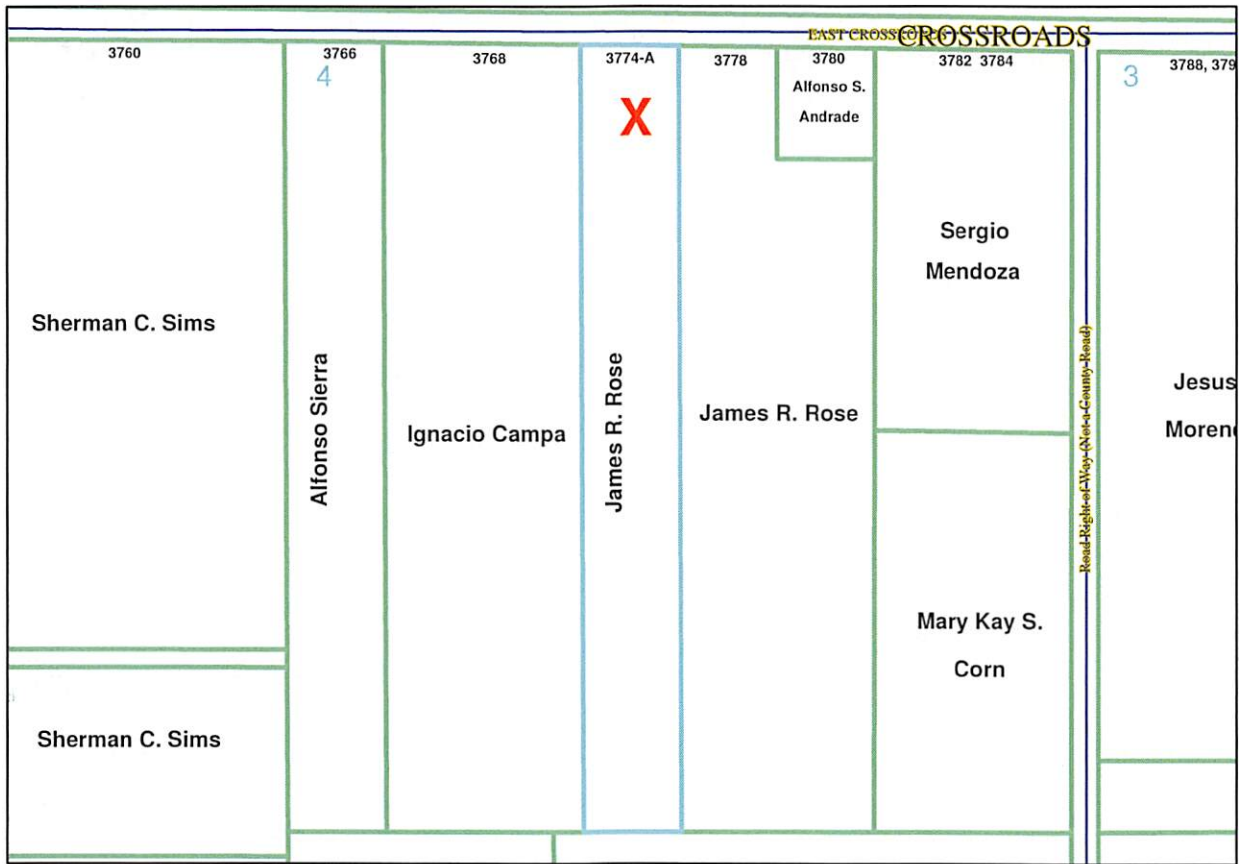
**SUPPORT DOCUMENTS:** Vicinity Map, Staff Review, Application, Aerial Photo

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**SUMMARY BY:** Marlin J. Johnson

**TITLE:** Planning and Zoning Director

# Vicinity Map



Case Z 2017-23  
3774 E. Crossroads



**STAFF REVIEW**  
**Z 2017-23**

The subject property is located at 3774 East Crossroads. The request is for a Variance to the front yard setback to allow a covered porch to be constructed within 27 feet of the front property line versus the required 50 feet. The East Crossroads right-of-way is approximately 53 feet in width. This portion of East Crossroads belongs to and is regulated by the New Mexico Department of Transportation.

Per their application, the applicant added porches to the home at the suggestion of their banker when the home was being re-roofed. (Roofing permits for manufactured homes are issued by the State.)

Part of the intent of the setback from roads is to maintain adequate space for future expansion of road and utility corridors. However, in this stretch of road there are numerous structures located less than 50 feet from the front property lines along East Crossroads, including several that are closer than the structure in question.

There were no concerns raised by County Departments or by the NM Department of Transportation. There were no objections received from the public at the time of this report.

Staff cannot typically support a Variance that is not a hardship. Please refer to Section 5.H.10. However, Staff believes that there are factors that override a strict interpretation of the regulations in this area. About a third of the properties along this stretch of East Crossroads have structures that are located closer than 50 feet to the front property line, including several that are closer than 27 feet. In addition, the porch has no walls. It seems unlikely that this road will be widened due to its location, the preponderance of structures relatively close to the road and the lack of critical comment from NMDOT.

Staff recommends approval of the request for a Variance with the following conditions:

- 1.) That the structure be allowed within twenty-six feet (26') of the front property line;
- 2.) That no walls be constructed on the porch without another approved Variance; and
- 3.) That a double fee building permit be obtained for the addition; and

**Findings of fact** could include; there are numerous structures within the required front yard setback along this stretch of East Crossroads; NMDOT has no objections; the granting of this variance will not be injurious to the health, safety, morals, and general welfare of the community; the use or value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; the variance is within the spirit, intent, purpose and general plan of the Ordinance;

If the Variance is to be denied;

**Findings of fact** could include: the applicant has not demonstrated an exceptional hardship;



# CHAVES COUNTY APPLICATION CHAVES COUNTY ZONING ORDINANCE

Case Number: 2017-23 Date Received: 12-11-17 Fee: 150<sup>02</sup>

Type of Request:  Rezoning  Special Use  Variance  Change of Use

Name of Property Owner: JAMES ROSE Phone Number: 575-623-4791

Mailing Address: 3774 E. Crossroads

Name of Applicant: JAMES ROSE

Mailing Address: 3774 E Crossroads Home Phone Number: 575-6234791

Business Phone Number: \_\_\_\_\_

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

Case Address, Legal Description, and Parcel Number: 3774 E. Crossroads

Present Land Use: Residential

Intended Use: Residential

Present Zoning: Residential-Agricultural Requested Zoning: \_\_\_\_\_

Applicant's Reason for Requested Change: (Use back if more space is needed) Roof needed to be re roofed AND SINCE the TRAITOR is long and SKINNY my banker suggested to put on a porch to define the house

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.

James Rose  
Owner's Signature

12-11-17  
Date

# Aerial Map



**Case Z 2017-23  
3774 E. Crossroads**



**AGENDA ITEM:** 5

**Ratification of Amendment No.1 to Agreement A-17-019 between Chaves County and the State of New Mexico, DFA/Local Government Division for the FY 17/18 Local DWI Grant Program**

**MEETING DATE:** 01/23/2018

**STAFF SUMMARY REPORT**

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**Action Requested by:** Lucia Serrano, DWI Coordinator

**Action Requested:** Approval of Ratification of Amendment No. 1 to Agreement A-17-019

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**Item Summary:**

The DWI Grant Council awarded the reverted Distribution funding from FY 17 to the Chaves County DWI program. The amount of \$14,926.00 will be added to the competitive grant for FY 18. The additional funding will be used towards the Full-Time DWI Officer's salary and benefits.

The grand total of the competitive grant for FY 18 is \$49,926.00 to be expended by June 30, 2018.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Grant Amendment No. 1 to Agreement A-17-019

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Summary by: Lucia Serrano

Title: DWI Coordinator



A-17-019  
STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
DWI GRANT PROGRAM  
GRANT AGREEMENT AMENDMENT NO. 1

RECEIVED  
DFA-LOCAL GOVT. DIV.  
2017 DEC 26 PM 2:10  
BATAAN BLDG. RM 201  
SANTA FE, NM 87501

Grant No. 18-D-G-03

THIS AMENDMENT, hereinafter referred to as the "Amendment", is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, hereinafter referred to as the "Division," and located at Suite 202, Bataan Memorial Building, Santa Fe, New Mexico, 87501, and Chaves County, hereinafter referred to as the "Grantee", as of the date this Amendment is executed by the Division.

WHEREAS, on May 2, 2017, the DWI Grant Council awarded the Grantee \$35,000.00 to support programs to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico ("Project"); and

WHEREAS, the Grantee and the Division entered into a grant agreement, effective July 1, 2017, in the amount of \$35,000.00 to administer the Project ("Grant Agreement"); and

WHEREAS, on November 2, 2017, the DWI Grant Council awarded the Grantee \$14,926 of Fiscal Year 2017 reverted distribution funds to supplement the Grant Agreement; and

WHEREAS, the Grantee and the Division desire to memorialize, through this Amendment, the terms and conditions upon which the additional funds will be made available to the Grantee.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby mutually agree to amend the Grant Agreement as follows:

1. Article IV – Consideration and Method of Payment, Section A of the Grant Agreement is hereby amended to read in its entirety as follows:

"In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed **Forty Nine Thousand, Nine Hundred Twenty Six Dollars (\$49,926.00)**. The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C-1", and made a part hereof. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from approved budget categories of said budget by more than ten percent (10%) of the total grant amount without the prior written approval of the Division."

2. Exhibit "A" of the Grant Agreement is hereby replaced in its entirety with the Exhibit "A" attached hereto.

3. Exhibit "C" of the Grant Agreement is hereby replaced in its entirety with the Exhibit "C" attached hereto.
4. Exhibit "C-1" of the Grant Agreement is hereby replaced in its entirety with the Exhibit "C-1" attached hereto.
5. Exhibit "D" of the Grant Agreement is hereby replaced in its entirety with the Exhibit "D" attached hereto.
6. Exhibit "D-1" of the Grant Agreement is hereby replaced in its entirety with the Exhibit "D-1" attached hereto.
7. All other provisions of the Grant Agreement not amended herein remain in full force and effect.

**[Remainder of page intentionally left blank.]**



## **EXHIBIT "A"**

### **PROJECT DESCRIPTION**

**Name of Grantee: Chaves County**

**Grant No.: 18-D-G-03**

**Grant Amount: \$49,926.00**

**Grantee will provide DWI program activities in the following areas:**

#### **1) Prevention:**

Prevention is the active process that promotes the personal, physical and social well-being of individuals, families and communities to reinforce positive behaviors and healthy lifestyles. The term "prevention" is reserved for interventions that occur before the initial onset of a disorder. Prevention programs shall focus on the prevention of alcoholism, alcohol abuse, underage drinking, and DWI.

All prevention activities funded by the LDWI grant program must be related to preventing DWI and/or alcohol abuse. LDWI funds may be used to support the planning, implementation, and evaluation of such activities. Staff development (such as training required for certification) is an allowable prevention activity.

While funds for prevention can be budgeted in any allowable budget category, all funds spent on prevention should be in support of prevention activities identified and approved as part of a systematic planning process described below.

Prevention activities funded with LDWI grant funds should be either evidence-based or promising activities. DWI programs must be able to document compliance with this requirement.

#### **2) Enforcement:**

Overtime for officers to support sobriety checkpoints, saturation patrols and underage drinking enforcement will be supported through the LDWI grant program. [The Grantee will fund \_\_ number of full time DWI law enforcement officers. Justification for the full-time officer(s) has been submitted and approved by DFA.]

#### **3) Screening:**

The grant requires a county-wide screening program that addresses all municipal, district and magistrate court referrals related to DWI. Other referrals addressing DWI-related issues may also be handled from schools and the probation and parole system. Programs must use the DFA approved screening program.

The program shall use screening fees to self-fund the screening costs to the fullest extent possible. The fee structure shall include an appropriate sliding-fee schedule, based on earning capacity of offenders, to assist those offenders who are unable to pay the full fees.

The screening program shall not be provided by an alcoholism treatment program serving the judicial districts involved in order to avoid conflict of interest or screening bias. (Section 43-3-11(D), NMSA 1978).

#### **4) Alcohol Related Domestic Violence:**

The Children, Youth and Families Department (CYFD) has the statutory authority to oversee the Court Ordered Domestic Violence Offender Treatment or Intervention Programs (DVIP). Any LDWI program funds used to supplement county DVIP programs must adhere to the CYFD rule on DVIPs, NMAC 8.8.7.1. In addition, such LDWI program funds used can only be used to support alcohol-related domestic violence offenses. DVIP funded programs/personnel must participate in LDWI Planning Council meetings and coalition meetings.

### **5) Treatment: Outpatient/Jail based**

Treatment is an array of individual, family, group or social program or activity alternatives directed to intervene and address DWI, alcohol problems, alcohol dependence, alcoholism or alcohol abuse. Treatment seeks to reduce the consumption of alcohol, to support abstinence and recovery from drinking alcohol, and to improve physical health, family and social relationships, emotional health, well-being, and general life functioning.

The competitive grant and distribution funding supports outpatient treatment services and jail based services that address alcohol abuse or alcohol dependence issues, as related to DWI and the prevention of repeated DWI offenses for offenders with current DWI convictions. Treatment providers can be contracted or on staff. Treatment providers must be licensed to practice in the State of New Mexico and must follow evidence-based treatment practices.

The treatment programs shall include a treatment assessment. This assessment shall be administered at admission and again at discharge for outpatient treatment. An individual treatment plan must be provided for each offender. The treatment program will address motivational, therapeutic and psycho-educational approaches to assist the DWI offenders, and their family/collateral support system when feasible and appropriate, in (1) consideration for change of risk-taking behavior and (2) consideration for continued treatment and/or recovery maintenance.

### **6) Compliance Monitoring/Tracking:**

The grant supports a compliance monitoring/tracking component, which strengthens tracking, follow-up, and supervised probation-type efforts with DWI offenders to assist courts in the monitoring for compliance of offenders with court imposed sentencing (i.e., screening, treatment, ignition interlock, DWI School, etc.) Compliance monitoring follow-up may include community service supervision, as well. All programs must use the State selected screening and tracking instrument. Programs which are funding supervised probation-type services must follow the Misdemeanor Compliance Program Guidelines issued by the Administrative Office of the Courts (AOC).

### **7) Coordination, Planning, and Evaluation:**

The grant supports Coordination, Planning and Evaluation administered by a professional responsible for oversight of all LDWI program efforts: monitoring all activities; budgeting, planning and funding requests; development, maintenance and reporting of all reporting requirements; evaluation of the grant Project progress and impact; submission of all required financial and program reports; staffing the LDWI Planning Council; and attending DWI Grant Council meetings.

### **8) Alternative Sentencing:**

Alternative sentencing provides the courts with sentencing alternatives to traditional incarceration, including electronic monitoring devices, alcohol monitoring devices, community custody, DWI Drug Courts, and community service.

LDWI funding may be used to support alternative adjudication programs such as DWI court and teen court. Teen court funding is limited to \$30,000 for the operation of teen courts. All DWI courts must follow AOC specialty court guidelines. All teen courts funded through the LDWI grant program must adhere to the Juvenile Adjudication Fund Guidelines, which can be found on the DFA website.

Often teen court programs implement prevention activities in addition to their alternative sentencing services. Prevention activities, services and programs implemented by a teen court must be budgeted through the prevention component and meet prevention program requirements.

**Local DWI Grant Fund  
Revenue/Expenditure Summary**

**Applicant/Grantee**  
**Chaves County**

**Project No.: 18-D-G-03 Amendment I**

**Total Grant Funds**  
**\$49,926.00**

REVENUES BY SOURCE		EXPENDITURE BY CATEGORY	Grant Expenditures	In-Kind/Match Local Funds	TOTAL Budget
		<b>ADMINISTRATIVE*</b>			
Local DWI Program Grant	49,926.00	Personnel Services			0.00
Program Generated Fees		Employee Benefits			0.00
		Travel			0.00
Local Match (Cash or In-Kind)		Contractual Services			0.00
County	6,000.00	Operating Expenses			0.00
City					
Judicial/Courts		<b>PROGRAM</b>			
Other (list):	10,000.00	Personnel Services	14,926.00	2,000.00	16,926.00
		Employee Benefits	20,000.00	3,000.00	23,000.00
		Travel (In-State)			0.00
		Travel (Out-of-State)			0.00
		Supplies		11,000.00	11,000.00
		Operating Costs			0.00
		Contractual Services	15,000.00		15,000.00
		Minor Equipment			0.00
		Capital Outlay*			0.00
<b>TOTAL REVENUES</b>	<b>65,926.00</b>	<b>TOTAL EXPENDITURES</b>	<b>49,926.00</b>	<b>16,000.00</b>	<b>65,926.00</b>

(\* ) Capital Outlay cannot exceed 10%

10% = 4,992.60

**Grant Expenditures:**

	<u>Budget</u>
Prevention	
Enforcement	<u>34,926.00</u>
Screening	
Domestic Violence	
Treatment: Outpatient/Jailbased	<u>15,000.00</u>
Compliance Monitoring/Tracking	
Coordination, Planning & Evaluation	
Alternative Sentencing	
<b>Totals:</b>	<u><u>49,926.00</u></u>
ck	49,926.00

LOCAL DWI GRANT PROGRAM  
Request For Payment/Financial Status Report

Chaves County  
PO Box 1817  
Roswell, NM 88202  
  
575-624-6646  
18-D-G-03 Amendment I

**In-Kind/Match Expenditures:**

	<u>Budget</u>		
Prevention	<u>10,000.00</u>		
Enforcement	<u>3,000.00</u>		
Screening			
Domestic Violence			
Treatment: Outpatient/Jailbased			
Compliance Monitoring/Tracking			
Coordination, Planning & Evaluation	<u>3,000.00</u>		
Alternative Sentencing			
<b>Totals:</b>	<u><u>16,000.00</u></u>	ck	16,000.00

EXHIBIT C(1)

Tot. Bud. Expd:      65,926.00 ck                      65,926.00

**LOCAL DWI GRANT PROGRAM**  
Request For Payment/Financial Status Report

Exhibit D

Payment Request No.: **2**

<b>I. A. Grantee:</b> Chaves County <b>B. Address:</b> PO Box 1817 Roswell, NM 88202  <b>C. Telephone No.:</b> 575-624-6646 <b>D. Grant No.:</b> 18-D-G-03 Amendment I	<b>II. Payment Computation:</b> <b>A. Grant Award:</b> \$49,926.00 <b>B. Funds Received To Date:</b> \$8,750.00 <b>C. Amount Requested This Payment:</b> \$0.00 <b>D. Grant Balance:</b> \$41,176.00 <b>III. Report Period Ending:</b> 31-Dec-17
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41,176.00

Budget Categories	Approved Budget			Expenditures Year to Date			Expenditures This Request		
	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Expenditures
<b>ADMINISTRATIVE*</b>									
Personnel Services		0.00	0.00		0.00	0.00			0.00
Employee Benefits		0.00	0.00		0.00	0.00			0.00
Travel		0.00	0.00		0.00	0.00			0.00
Contractual Services		0.00	0.00		0.00	0.00			0.00
Operating Expenses		0.00	0.00		0.00	0.00			0.00
<b>PROGRAM</b>									
Personnel Services	14,926.00	2,000.00	16,926.00	0.00	0.00	0.00			0.00
Employee Benefits	20,000.00	3,000.00	23,000.00	5,000.00	0.00	5,000.00			0.00
Travel (In-State)	0.00	0.00	0.00	0.00	0.00	0.00			0.00
Travel (Out-of-State)	0.00	0.00	0.00	0.00	0.00	0.00			0.00
Supplies	0.00	11,000.00	11,000.00	0.00	0.00	0.00			0.00
Operating Costs	0.00	0.00	0.00	0.00	0.00	0.00			0.00
Contractual Services	15,000.00	0.00	15,000.00	3,750.00	6,000.00	9,750.00			0.00
Minor Equipment	0.00	0.00	0.00	0.00	0.00	0.00			0.00
Capital Outlay*	0.00	0.00	0.00	0.00	0.00	0.00			0.00
<b>TOTAL EXPENDITURES</b>	<b>49,926.00</b>	<b>16,000.00</b>	<b>65,926.00</b>	<b>8,750.00</b>	<b>6,000.00</b>	<b>14,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

14,750.00

0.00

IV. CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required/matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Tax ID No.: \_\_\_\_\_

\_\_\_\_\_  
Grantee Fiscal Officer                      Date

\_\_\_\_\_  
Grantee Representative                      Date



**LOCAL DWI GRANT PROGRAM  
Request for Payment/Financial Status Report  
Breakdown By Program Component Expenditures D(1)**

Exhibit D (1)

Grantee: Chaves County  
Project No.: 18-D-G-03 Amendment I  
Request No. 2

Total Grant Funds Requested This Request: 0.00  
Total Matching Funds Reported This Request: 0.00  
Total Expenditures Reported This Request: 0.00

**Grant Expenditures:**

	<u>Budget</u>	<u>This Request</u>	<u>YTD</u>
Prevention	0.00	_____	0.00
Enforcement	34,926.00	_____	5,000.00
Screening	0.00	_____	0.00
Domestic Violence	0.00	_____	0.00
Treatment: Outpatient/Jailbased	15,000.00	_____	3,750.00
Compliance Monitoring/Tracking	0.00	_____	0.00
Coordination, Planning & Evaluation	0.00	_____	0.00
Alternative Sentencing	0.00	_____	0.00
<b>Totals:</b>	<b>49,926.00</b>	<b>0.00</b>	<b>8,750.00</b>

**In-Kind/Match Expenditures:**

	<u>Budget</u>	<u>This Request</u>	<u>YTD</u>
Prevention	10,000.00	_____	0.00
Enforcement	3,000.00	_____	0.00
Screening	0.00	_____	6,000.00
Domestic Violence	0.00	_____	0.00
Treatment: Outpatient/Jailbased	0.00	_____	0.00
Compliance Monitoring/Tracking	0.00	_____	0.00
Coordination, Planning & Evaluation	3,000.00	_____	0.00
Alternative Sentencing	0.00	_____	0.00
<b>Totals:</b>	<b>16,000.00</b>	<b>0.00</b>	<b>6,000.00</b>

Total Expenditures This Reimbursement: 0.00    0.00  
Total Expenditures Year to Date: 14,750.00    14750.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required/matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**AGENDA ITEM:** 6

**Requesting Approval of Agreement A-17-027 between Chaves County and the NM Aging and Long Term Services for Appropriation #16-A5010 in the amount of \$43,700.00**

**MEETING DATE:** 1/23/18

**STAFF SUMMARY**

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

**Action Requested:** Approval of Agreement A-17-027

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**Item Summary:**

Staff requests approval of Agreement #A-17-027 between Chaves County and New Mexico Aging and Long Term Services for Appropriation #16-A5010 in the amount of \$43,700.00 for the purpose of purchasing and equipping a vehicle for the Hagerman/Dexter Senior Center in Hagerman.

Appropriation #16-A5010 reverts on June 30, 2021.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Agreement A-17-027

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Summary by: Georgianna Hunt

Title: Community Development Project Specialist

**STATE OF NEW MEXICO  
AGING AND LONG-TERM SERVICES DEPARTMENT  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Aging and Long-Term Services Department, P.O. Box 27118, Santa Fe, NM 87502-7118, hereinafter called the “Department” or abbreviation such as “ALTSD”, 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 2016, Chp. 82, Section 10, Subsection A, Paragraph 10, 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**, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

**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:

A16A5010      \$43,700                      APPROPRIATION REVERSION DATE: 30-JUN-2021

Laws of 2016, Chp. 82, Section 10, Subsection A, Paragraph 10, forty-three thousand seven hundred dollars (\$43,700) to purchase and equip a vehicle for the Hagerman/Dexter senior center in Hagerman in Chaves county.

The Grantee’s total reimbursements shall not exceed the appropriation amount forty three thousand seven hundred dollars, (\$43,700), (the “Appropriation Amount”) minus the allocation for Art in Public Places (\$0)<sup>1</sup>, if applicable, which equals forty three thousand seven hundred dollars (\$43,700), (the “Adjusted Appropriation Amount”).

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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.

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." Exhibit 4 sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Exhibit 4 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 Grantee's legal procurement 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;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private Grantee or Fiscal Agent for Grantee, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity or Fiscal Agent for Grantee (if any) in accordance with law; or
  - b. if no oversight entity or Fiscal Agent for Grantee is required to approve of the transaction, the Department must approve of the transaction as complying with law.

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<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.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico 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 submittal 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 as follows:

- 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 expenditures.
- c. The Department may, in its 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 3.
- d. The date the Department sends, by mail or email, 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 begin work.

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 and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: Chaves County  
Name: Stanton Riggs  
Title: County Manager  
Address: P.O. Box 1817, Roswell, NM 88201  
Email: [sedilloj@co.chaves.nm.us](mailto:sedilloj@co.chaves.nm.us)  
Telephone: 575-624-6620

Grantee: Chaves County  
Name: Joe Sedillo  
Title: Chief Financial Officer  
Address: P.O. Box 1817, Roswell, NM 88201  
Email: [sedilloj@co.chaves.nm.us](mailto:sedilloj@co.chaves.nm.us)  
Telephone: 575-624-6646

Department: Aging and Long-Term Services Department  
Name: Rebecca Martinez  
Title: Capital Projects Bureau Chief  
Address: P.O. Box 27118, Santa Fe, NM 87502-7118  
Email: [rebeccas.martinez@state.nm.us](mailto:rebeccas.martinez@state.nm.us)  
Telephone: 505-476-4678

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 facsimile, 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 facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. 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, EARLY TERMINATION**

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 June 30, 2021 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, 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 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, 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 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 absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending 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 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 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. Paper Periodic Reports**

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Monthly Report shall be due monthly 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 a



Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

**B. Paper Final Report**

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

**C. Paperless Reporting**

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. 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 on a paperless basis. The Paperless Report shall be due monthly 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 a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

**D. 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. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

**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 one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of 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 discretion, agrees to do so and in accordance with any special conditions, see Exhibit 3, 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.

**B. 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 twenty (20) from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; 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.

C. The Grantee's failure to abide by the requirements set forth in Article II 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. 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 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, if 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 so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
- (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 it 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 Conflict of Interest and 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 his/her 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 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 and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor 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 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, Chaves County may immediately terminate this Agreement by giving Contractor written notice of such termination. 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 Chaves County or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by 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 and agrees that Grantee shall include the following or a 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 Aging and Long-Term Services Department’s Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, Chaves County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, Chaves County’s 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, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF 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 BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[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**

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

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

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

\_\_\_\_\_  
Date

**AGING AND LONG-TERM SERVICES DEPARTMENT**

By: \_\_\_\_\_  
ALTSD Cabinet Secretary

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

By: \_\_\_\_\_  
ALTSD Legal Counsel—Certifying Legal Sufficiency

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

By: \_\_\_\_\_  
ALTSD Chief Financial Officer

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



<b>EXHIBIT 1</b>	
<b>ALTSD CAPITAL OUTLAY GRANT</b>	
<b>MONTHLY / FINAL REPORT FORM &amp; REQUEST FOR PAYMENT</b>	
MONTHLY REPORT <input type="checkbox"/>	PROJECT TITLE: _____ PAY REQUEST NO. _____
(Due on the last day of the month)	

Grantee: \_\_\_\_\_ Grant Number: \_\_\_\_\_ Reporting Period: \_\_\_\_\_ DATE: \_\_\_\_\_  
Grant Expiration Date: \_\_\_\_\_  
Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Preparer's Name & Phone Number: \_\_\_\_\_

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold  Plan / Design  Bid Documents  Construction/Improvements/Renovation in Process   
Purchase in Process  Substantial Completion  Project Complete  Other (Please specify in narrative section)

Provide a project update and the anticipated timeline for commencement and completion for each phase. (Attach extra sheet if needed)

**REQUEST FOR PAYMENT**

Grant Amount: \_\_\_\_\_  
AIPP Amount (if applicable) \_\_\_\_\_  
Funds Requested to Date: \_\_\_\_\_  
Amount Requested This Payment: \_\_\_\_\_  
Grant Balance: \_\_\_\_\_

**VENDOR INVOICE DETAIL** (Attach extra sheet if needed)

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
<b>Amount Requested This Payment:</b>			

**FINAL REPORT**

Fiscal Year Expenditure Period Ending  
(check one)  
(Jan-Jun)  (Jul-Dec)

Fiscal Year \_\_\_\_\_

- MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.
- FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.
- PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

**CERTIFICATION:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

\_\_\_\_\_  
Grantee Fiscal Officer Signature & Printed Name \_\_\_\_\_  
Grantee Representative Signature & Printed Name (Preparer)

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**STATE AGENCY USE ONLY**

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

\_\_\_\_\_  
ALTSD Fiscal Date \_\_\_\_\_  
ALTSD Capital Projects Bureau Date



EXHIBIT 2  
STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

DATE: \_\_\_\_\_

TO: Grantee Representative: \_\_\_\_\_

FROM: Department Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Project Number: \_\_\_\_\_

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:

Third Party Obligation (includes purchase orders and contract) #: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

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 adjusted for AIPP if applicable: \_\_\_\_\_

The Amount of this Notice of Obligation to Reimburse: \_\_\_\_\_

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

The Total Amount of all Notices of Obligation to Reimburse as of this Date: \_\_\_\_\_

Department Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**EXHIBIT 3  
ALTSD CAPITAL OUTLAY  
SPECIAL GRANT CONDITIONS**

No special conditions are required for this grant.

**EXHIBIT 4  
ALTSD CAPITAL OUTLAY  
PROJECT DESCRIPTION  
SCOPE OF WORK (SOW)**

Laws of 2016, Chp. 82, Section 10, Subsection A, Paragraph 10, forty-three thousand seven hundred dollars (\$43,700) to purchase and equip a vehicle for the Hagerman/Dexter senior center in Hagerman in Chaves county.

1. **Name of Grantee/ Fiscal Agent:** Chaves County
2. **Project Title:** Hagerman/Dexter Senior Center Vehicle
3. **Grant Agreement Number:** A16A5010
4. **Background Narrative:** The constant wear and tear on the current fleet of vehicles at the Hagerman Joy Center prompted the request for the minivan with handicap modifications. This vehicle will insure dependable transportation to allow for continuation of services provided. The new unit will replace an older unit with high mileage, mechanical problems, costs too much to operate and is a fiscal drain on the budget.
5. **Work Plan:** Project will begin as soon as a fully executed grant agreement is received. The capital outlay funds will be used to purchase a new Mini Van with handicap modifications to include, but is not limited to ramp or lift, and grab bars. This purchase will follow the Chaves County procurement policies. The unit is needed to insure a dependable fleet is available to insure continuity of services provided to the elderly in this urban interface community where long distances have to be driven to insure all clients receive daily services.

6. **Budget Detail:**

Project Cost Activities	Other Funds	State Funds
Vehicle Purchase		43,700
<b>Total</b>		43,700

7. **Performance Measures:** The new passenger van will ensure the safe transportation of clients to the senior sites for meals and socialization, to doctor and medical appointments, to pay bills, to pick up medication, and to go shopping for groceries and other necessities. The outcome of this project can be measured through the maintenance of a daily transportation log, number of rides given to senior participants, and the number of meals delivered to homebound participants. The staff will conduct regular inspections and maintenance of the new vehicle(s) so they last 100,000 miles or 10 years.
8. **Results Expected:** The results expected are to reach the seniors living in remote, isolated, and rural areas of the county. They are the seniors with the greatest social and economic needs, some have limited English proficiency, and some are at risk of being institutionalized. The senior services provided with the new vehicles will mean that the elders will be at less risk of illness, malnutrition, or institutionalization, and can remain in the comfort and privacy of their own homes, living with dignity. The purchase of new vehicles will result in the safe transportation and delivery of services to all clientele.
9. **Time Frame/ Milestones:** Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame.

RFP/Quotes Secured <b>CES – STATE PURCHASE AGREEMENT</b>	Month 1
Bid Closing	Month 2
Bid Award to Contractor/Vendor	Month 3
Vehicles – Purchase and Equip	Month 4
Project Completion & Review	Month 7
Submit <u>Exhibit 1 – Monthly / Final Report Form &amp; Request for Payment</u> according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	Months 1-16

10. **Responsible Staff:**

Name: Joe Sedillo, Chief Financial Officer  
Email & Phone: [sedilloj@co.chaves.nm.us](mailto:sedilloj@co.chaves.nm.us) 575-624-6646  
Name: Georgianna Hunt, Project Specialist  
Email & Phone: [ghunt@co.chaves.nm.us](mailto:ghunt@co.chaves.nm.us) 575-624-6689  
Address: P.O. Box 1817, Roswell, NM 88201

**NOTICE:** The Grant Application, if approved for funding by the Aging and Long Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

**AGENDA ITEM:** 7

**Requesting Approval of Agreement A-17-028 between Chaves County and NM Aging and Long Term Services for Appropriation #16-A5011 in the amount of \$43,700.00**

**MEETING DATE:** 1/23/18

**STAFF SUMMARY**

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

**Action Requested:** Approval of Agreement A-17-028

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**Item Summary:**

Staff requests approval of Agreement #A-17-028 between Chaves County and the New Mexico Aging and Long Term Services for Appropriation #16-A5011 in the amount of \$43,700.00 for the purpose of purchasing and equipping a vehicle for the Lake Arthur Senior Center.

Appropriation #16-A5011 reverts on June 30, 2021.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Agreement A-17-028

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Summary by: Georgianna Hunt

Title: Community Development Project Specialist

**STATE OF NEW MEXICO  
AGING AND LONG-TERM SERVICES DEPARTMENT  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Aging and Long-Term Services Department, P.O. Box 27118, Santa Fe, NM 87502-7118, hereinafter called the “Department” or abbreviation such as “ALTSD”, 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 2016, Chp. 82, Section 10, Subsection A, Paragraph 11, 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**, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

**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:

A16A5011      \$43,700                      APPROPRIATION REVERSION DATE: 30-JUN-2021

Laws of 2016, Chp. 82, Section 10, Subsection A, Paragraph 11, forty-three thousand seven hundred dollars (\$43,700) to purchase and equip a vehicle for the Lake Arthur senior center in Lake Arthur in Chaves county.

The Grantee’s total reimbursements shall not exceed the appropriation amount forty three thousand seven hundred dollars, (\$43,700), (the “Appropriation Amount”) minus the allocation for Art in Public Places (\$0)<sup>1</sup>, if applicable, which equals forty three thousand seven hundred dollars (\$43,700), (the “Adjusted Appropriation Amount”).

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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.

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." Exhibit 4 sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Exhibit 4 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 Grantee's legal procurement 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;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private Grantee or Fiscal Agent for Grantee, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity or Fiscal Agent for Grantee (if any) in accordance with law; or
  - b. if no oversight entity or Fiscal Agent for Grantee is required to approve of the transaction, the Department must approve of the transaction as complying with law.

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<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.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico 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 submittal 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 as follows:

- 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 expenditures.
- c. The Department may, in its 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 3.
- d. The date the Department sends, by mail or email, 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 begin work.

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 and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: Chaves County  
Name: Stanton Riggs  
Title: County Manager  
Address: P.O. Box 1817, Roswell, NM 88201  
Email: [sedilloj@co.chaves.nm.us](mailto:sedilloj@co.chaves.nm.us)  
Telephone: 575-624-6620

Grantee: Chaves County  
Name: Joe Sedillo  
Title: Chief Financial Officer  
Address: P.O. Box 1817, Roswell, NM 88201  
Email: [sedilloj@co.chaves.nm.us](mailto:sedilloj@co.chaves.nm.us)  
Telephone: 575-624-6620

Department: Aging and Long-Term Services Department  
Name: Rebecca Martinez  
Title: Capital Projects Bureau Chief  
Address: P.O. Box 27118, Santa Fe, NM 87502-7118  
Email: [rebeccas.martinez@state.nm.us](mailto:rebeccas.martinez@state.nm.us)  
Telephone: 505-476-4678

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 facsimile, 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 facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. 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, EARLY TERMINATION**

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 June 30, 2021 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, 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 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, 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 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 absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending 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 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 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. Paper Periodic Reports**

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Monthly Report shall be due monthly 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 a

Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

**B. Paper Final Report**

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

**C. Paperless Reporting**

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. 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 on a paperless basis. The Paperless Report shall be due monthly 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 a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

**D. 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. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

**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 one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of 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 discretion, agrees to do so and in accordance with any special conditions, see Exhibit 3, 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.

**B. 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 twenty (20) from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; 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.

C. The Grantee's failure to abide by the requirements set forth in Article II 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. 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 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, if 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 so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, and written approval.
- (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 it 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 Conflict of Interest and 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 his/her 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 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 and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor 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 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, Chaves County may immediately terminate this Agreement by giving Contractor written notice of such termination. 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 Chaves County or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by 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 and agrees that Grantee shall include the following or a 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 Aging and Long-Term Services Department’s Grant Agreement. Should the Aging and Long-Term Services Department 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’s 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, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF 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 BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[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**

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

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

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

\_\_\_\_\_  
Date

**AGING AND LONG-TERM SERVICES DEPARTMENT**

By: \_\_\_\_\_  
ALTSD Cabinet Secretary

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

By: \_\_\_\_\_  
ALTSD Legal Counsel—Certifying Legal Sufficiency

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

By: \_\_\_\_\_  
ALTSD Chief Financial Officer

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



EXHIBIT 2  
STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

DATE: \_\_\_\_\_

TO: Grantee Representative: \_\_\_\_\_

FROM: Department Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Project Number: \_\_\_\_\_

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:

Third Party Obligation (includes purchase orders and contract) #: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

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 adjusted for AIPP if applicable: \_\_\_\_\_

The Amount of this Notice of Obligation to Reimburse: \_\_\_\_\_

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

The Total Amount of all Notices of Obligation to Reimburse as of this Date: \_\_\_\_\_

Department Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**EXHIBIT 3  
ALTSD CAPITAL OUTLAY  
SPECIAL GRANT CONDITIONS**

No special conditions are required for this grant.

**EXHIBIT 4  
ALTSD CAPITAL OUTLAY  
PROJECT DESCRIPTION  
SCOPE OF WORK (SOW)**

**Laws of 2016, Chp. 82, Section 10, Subsection A, Paragraph 11, forty-three thousand seven hundred dollars (\$43,700) to purchase and equip a vehicle for the Lake Arthur senior center in Lake Arthur in Chaves county.**

1. **Name of Grantee/ Fiscal Agent:** Chaves County
2. **Project Title:** Lake Arthur Senior Center Vehicle
3. **Grant Agreement Number:** A16A5011
4. **Background Narrative:** The constant wear and tear on the current fleet of vehicles at the Lake Arthur Joy Center prompted their request for the new minivan w/handicap modifications. This vehicle will insure dependable transportation to allow for continuation of services provided. The new unit will replace an older unit with high mileage, mechanical problems, costs too much to operate and is a fiscal drain on the budget.
5. **Work Plan:** Project will begin as soon as a fully executed Grant Agreement is received. The capital outlay funds will be used to purchase a new minivan with handicap modifications to include, but is not limited to ramp or lift, and grab bars. This purchase will follow the Chaves County procurement policies. The unit is needed to insure a dependable fleet is available to insure continuity of services provided to the elderly in this urban interface community where long distances have to be driven to insure all clients receive daily services.

**6. Budget Detail:**

Project Cost Activities	Other Funds	State Funds
Vehicle Purchase and Equip		43,700
<b>Totals</b>		<b>43,700</b>

7. **Performance Measures:** The new passenger van will ensure the safe transportation of clients to the senior sites for meals and socialization, to doctor and medical appointments, to pay bills, to pick up medication, and to go shopping for groceries and other necessities. The outcome of this project can be measured through the maintenance of a daily transportation log, number of rides given to senior participants, and the number of meals delivered to homebound participants. **The staff will conduct regular inspections and maintenance of the new vehicle(s) so they last 100,000 miles or 10 years.**
8. **Results Expected:** The results expected are to reach the seniors living in remote, isolated, and rural areas of the county. They are the seniors with the greatest social and economic needs, some have limited English proficiency, and some are at risk of being institutionalized. The senior services provided with the new vehicles will mean that the elders will be at less risk of illness, malnutrition, or institutionalization, and can remain in the comfort and privacy of their own homes, living with dignity. The purchase of new vehicles will result in the safe transportation and delivery of services to all clientele.

9.

**Time Frame/ Milestones:** Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones.

RFP/Quotes Secured <b>CES – STATE PURCHASE AGREEMENT</b>	Month 1
Bid Closing	Month 2
Bid Award to Contractor/Vendor	Month 3
Vehicles – Purchase and Equip	Months 4-6
Project Completion & Review	Month 7
Submit <u>Exhibit 1 – Monthly / Final Report Form &amp; Request for Payment</u> according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	Months 1-8

**10. Responsible Staff** (include Project Manager and Fiscal Contact):

Name: Joe Sedillo  
Title: Chief Financial Officer  
Address: P.O. Box 1817, Roswell, NM 88201  
Email: [sedilloj@co.chaves.nm.us](mailto:sedilloj@co.chaves.nm.us)  
Phone: 575-624-6646

Name: Georgianna Hunt  
Title: Project Specialist  
Address: P.O. Box 1817, Roswell, NM 88201  
Email: [ghunt@co.chaves.nm.us](mailto:ghunt@co.chaves.nm.us)  
Phone: 575-624-6689

**NOTICE:** The Grant Application, if approved for funding by the Aging and Long Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

**AGENDA ITEM:** 8

**Requesting Approval of Agreement A-17-029 between Chaves County and NM Aging and Long Term Services for Appropriation #16-A5012 in the amount of \$300,200.00**

**MEETING DATE:** 1/23/18

**STAFF SUMMARY**

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

**Action Requested:** Approval of Agreement A-17-029

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**Item Summary:**

Staff requests approval of Agreement #A-17-029 between Chaves County and New Mexico Aging and Long Term Services for Appropriation #16-A5012 in the amount of \$300,200 for the purpose of Purchasing and equipping vehicles.

Appropriation #16-A5012 reverts on June 30, 2021.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Agreement A-17-029

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Summary by: Georgianna Hunt

Title: Community Development Project Specialist

**STATE OF NEW MEXICO  
AGING AND LONG-TERM SERVICES DEPARTMENT  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Aging and Long-Term Services Department, P.O. Box 27118, Santa Fe, NM 87502-7118, hereinafter called the “Department” or abbreviation such as “ALTSD”, 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 2016, Chp. 82, Section 10, Subsection A, Paragraph 12, 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**, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

**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:

A16A5012      \$300,200      APPROPRIATION REVERSION DATE: 30-JUN-2021

Laws of 2016, Chp. 82, Section 10, Subsection A, Paragraph 12, three hundred thousand two hundred dollars (\$300,200) to purchase and equip vehicles for the Roswell senior center in Roswell in Chaves county.

The Grantee’s total reimbursements shall not exceed the appropriation amount three hundred thousand two hundred dollars, (\$300,200), (the “Appropriation Amount”) minus the allocation for Art in Public Places (\$0)<sup>1</sup>, if applicable, which equals three hundred thousand two hundred dollars (\$300,200), (the “Adjusted Appropriation Amount”).

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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.



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." Exhibit 4 sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Exhibit 4 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 Grantee's legal procurement 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;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private Grantee or Fiscal Agent for Grantee, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity or Fiscal Agent for Grantee (if any) in accordance with law; or
  - b. if no oversight entity or Fiscal Agent for Grantee is required to approve of the transaction, the Department must approve of the transaction as complying with law.

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<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.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico 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 submittal 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 as follows:

- 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 expenditures.
- c. The Department may, in its 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 3.
- d. The date the Department sends, by mail or email, 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 begin work.

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 and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: Chaves County  
Name: Stanton Riggs  
Title: County Manager  
Address: P.O. Box 1817, Roswell, NM 88201  
Email: [sriggs@co.chaves.nm.us](mailto:sriggs@co.chaves.nm.us)  
Telephone: 575-624-6620

Grantee: Chaves County  
Name: Joe Sedillo  
Title: Chief Financial Officer  
Address: P.O. Box 1817, Roswell, NM 88201  
Email: [sedilloj@co.chaves.nm.us](mailto:sedilloj@co.chaves.nm.us)  
Telephone: 575-624-6620

Department: Aging and Long-Term Services Department  
Name: Rebecca Martinez  
Title: Capital Projects Bureau Chief  
Address: P.O. Box 27118, Santa Fe, NM 87502-7118  
Email: [rebeccas.martinez@state.nm.us](mailto:rebeccas.martinez@state.nm.us)  
Telephone: 505-476-4678

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 facsimile, 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 facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. 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, EARLY TERMINATION**

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 June 30, 2021 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, 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 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, 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 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 absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending 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 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 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. Paper Periodic Reports**

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Monthly Report shall be due monthly 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 a

Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

**B. Paper Final Report**

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

**C. Paperless Reporting**

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. 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 on a paperless basis. The Paperless Report shall be due monthly 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 a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

**D. 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. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

**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 one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of 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 discretion, agrees to do so and in accordance with any special conditions, see Exhibit 3, 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.

**B. 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 twenty (20) from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; 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.

C. The Grantee's failure to abide by the requirements set forth in Article II 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. 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 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, if 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 so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, and written approval.
- (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 it 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 Conflict of Interest and 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 his/her 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 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 and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor 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 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, Chaves County may immediately terminate this Agreement by giving Contractor written notice of such termination. 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 Chaves County or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by 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 and agrees that Grantee shall include the following or a 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 Aging and Long-Term Services Department’s Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, Chaves County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, Chaves County’s 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, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF 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 BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[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**

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

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

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

\_\_\_\_\_  
Date

**AGING AND LONG-TERM SERVICES DEPARTMENT**

By: \_\_\_\_\_  
ALTSD Cabinet Secretary

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

By: \_\_\_\_\_  
ALTSD Legal Counsel—Certifying Legal Sufficiency

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

By: \_\_\_\_\_  
ALTSD Chief Financial Officer

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



**EXHIBIT 1**  
**ALTSD CAPITAL OUTLAY GRANT**  
**MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT**

MONTHLY REPORT  PROJECT TITLE: \_\_\_\_\_ PAY REQUEST NO. \_\_\_\_\_  
(Due on the last day of the month)

Grantee: \_\_\_\_\_ Grant Number: \_\_\_\_\_ Reporting Period: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Grant Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Preparer's Name & Phone Number: \_\_\_\_\_

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold  Plan / Design  Bid Documents  Construction/Improvements/Renovation in Process   
 Purchase in Process  Substantial Completion  Project Complete  Other (Please specify in narrative section)

Provide a project update and the anticipated timeline for commencement and completion for each phase. *(Attach extra sheet if needed)*

**REQUEST FOR PAYMENT**

VENDOR INVOICE DETAIL *(Attach extra sheet if needed)*

Grant Amount: \_\_\_\_\_  
 AIPP Amount *(if applicable)*: \_\_\_\_\_  
 Funds Requested to Date: \_\_\_\_\_  
 Amount Requested This Payment: \_\_\_\_\_  
 Grant Balance: \_\_\_\_\_

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
Amount Requested This Payment:			

FINAL REPORT   
 Fiscal Year Expenditure Period Ending  
 (check one)  
 (Jan-Jun)  (Jul-Dec)   
 Fiscal Year \_\_\_\_\_

- MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.
- FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.
- PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

**CERTIFICATION:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

\_\_\_\_\_  
 Grantee Fiscal Officer Signature & Printed Name \_\_\_\_\_  
 Grantee Representative Signature & Printed Name *(Preparer)*

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.  
 Notary Public: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

**STATE AGENCY USE ONLY**

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

\_\_\_\_\_  
 ALTSD Fiscal Date \_\_\_\_\_  
 ALTSD Capital Projects Bureau Date

**EXHIBIT 2  
STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE**

DATE: \_\_\_\_\_

TO: Grantee Representative: \_\_\_\_\_

FROM: Department Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Project Number: \_\_\_\_\_

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:

Third Party Obligation (includes purchase orders and contract) #: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

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 adjusted for AIPP if applicable: \_\_\_\_\_

The Amount of this Notice of Obligation to Reimburse: \_\_\_\_\_

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

The Total Amount of all Notices of Obligation to Reimburse as of this Date: \_\_\_\_\_

Department Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**EXHIBIT 3  
ALTSD CAPITAL OUTLAY  
SPECIAL GRANT CONDITONS**

No special conditions are required for this grant.

**EXHIBIT 4  
 ALTSD CAPITAL OUTLAY  
 PROJECT DESCRIPTION  
 SCOPE OF WORK (SOW)**

Laws of 2016, Chp. 82, Section 10, Subsection A, Paragraph 12, three hundred thousand two hundred dollars (\$300,200) to purchase and equip vehicles for the Roswell senior center in Roswell in Chaves county.

1. **Name of Grantee/ Fiscal Agent:** Chaves County
2. **Project Title:** Roswell Senior Center Vehicles
3. **Grant Agreement Number:** A16A5012
4. **Background Narrative:** The constant wear and tear on the current fleet of vehicles at the Roswell Joy Center prompted their request for new meal delivery and transportation services vehicles. The Roswell JOY Center requested capital outlay funding for 4 meals vehicles, 1 Mini Van w/handicap modifications and one (1) 15-passenger vehicle without handicap modifications and one (1) 15-passenger vehicle with handicap modifications, these modifications may reduce passenger transport capacity. These vehicles will insure dependable transportation to allow for continuation of services provided. The new units will replace older units with high mileage, mechanical problems, high costs operate and are a fiscal drain on the budget.
5. **Work Plan:** Project will begin as soon as a fully executed Grant Agreement is received. The capital outlay funds will be used to purchase 4 new Hot /Cold Meal vehicles, 2 new mini vans with handicap modifications to include, but is not limited to ramp or lift, and grab bars; and one new 15 passenger vehicle. All purchases will follow the Chaves County procurement policies. These units are needed to insure a dependable fleet is available to insure continuity of services provided to the elderly in this urban interface community where long distances have to be driven to insure all clients receive daily services.

6. **Budget Detail:**

Project Cost Activities	Other Funds	State Funds
Vehicle – Purchase and Equip		\$300,200.00
<b>Total</b>		<b>\$300,200.00</b>

7. **Performance Measures:** The new food delivery trucks will ensure that home delivered meals are being cooked and provided at a safe temperature for consumption to home bound participants receiving this service. The new passenger vans will ensure the safe transportation of clients to the senior sites for meals and socialization, to doctor and medical appointments, to pay bills, to pick up medication, and to go shopping for groceries and other necessities. The outcome of this project can be measured through the maintenance of a daily transportation log, number of rides given to senior participants, and the number of meals delivered to homebound participants. Staff will conduct regular inspections and maintenance of the vehicles so they last 100,000 miles or 10 years.
8. **Results Expected:** To reach the seniors living in remote, isolated, and rural areas of the county. They are the seniors with the greatest social and economic needs, some have limited English proficiency, and some are at risk of being institutionalized. Services provided with the vehicles will result in elders who will be at less risk of illness, malnutrition, or institutionalization, and can remain in the comfort and privacy of their own homes. The purchase of new vehicles will result in the safe transportation and delivery of services to all clientele.
9. **Time Frame/ Milestones:** Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame.

RFP/Quotes Secured <b>CES – STATE PURCHASE AGREEMENT</b>	Month 1
Bid Closing	Month 2
Bid Award to Contractor/Vendor	Month 3
Vehicles – Purchase and Equip	Months 4-10
Project Completion & Review	Month 11
Submit <u>Exhibit 1 – Monthly / Final Report Form &amp; Request for Payment</u> according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	Months 1-12

Name: Joe Sedillo, Chief Financial Officer  
 Email & Phone: [sedilloj@co.chaves.nm.us](mailto:sedilloj@co.chaves.nm.us) 575-624-6646  
 Name: Georgianna Hunt, Project Specialist  
 Email & Phone: [ghunt@co.chaves.nm.us](mailto:ghunt@co.chaves.nm.us) 575-624-6689  
 Address: P.O. Box 1817, Roswell, NM 88201



**AGENDA ITEM:** 9A

- A. Resolution R-18-001-Notice for Public Meetings for the Chaves County Board of Commissioners
- B. Resolution R-18-002-Notice for Public Meetings for the Chaves County Indigent Hospital/Health Care Board

**MEETING DATE:** January 23, 2018

**STAFF SUMMARY REPORT**

---

**ACTION REQUESTED BY:** Stanton L. Riggs  
**ACTION REQUESTED:** Approve Resolutions

---

**ITEM SUMMARY:**

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

Staff recommends approval.

---

**SUPPORT DOCUMENTS:** Resolution R-18-001 and R-18-002

---

**SUMMARY BY:** Stanton L. Riggs  
**TITLE:** County Manager

**RESOLUTION R-18-001**  
**NOTICE FOR PUBLIC MEETINGS**

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

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

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

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

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

6. For the purpose of regular meetings described in paragraph 2 of this Resolution, notice requirements are met if notice of the date, time, place and agenda is placed in newspapers of general circulation in Chaves County in the State of New Mexico and posted on the bulletin board located in the west hallway of the Chaves County Administrative Building. Although not a requirement, the agenda will also be posted on the County website at [www.co.chaves.nm.us](http://www.co.chaves.nm.us). The County Commissioner's office shall also fax and/or e-mail copies of the written notice to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation, which have made a written request for notice of public meetings.
7. For the purpose of special meetings and emergency meetings described in paragraph 3 and 4 of this Resolution, notice requirements shall be met by posting notice of the date, time and place and agenda on the bulletin board located in the west hallway of the Chaves County Administrative Building. The County Commissioner's office shall also email copies of the written notice to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation, which have made a written request for notice of public meetings.
8. In addition to the information specified above, all notices shall include the following language:

*If you are an individual with a disability who is in need of a reader, qualified sign language interpreter, or any form of auxiliary aid, or service to attend or participate in the hearing of a meeting, please contact the County Commissioner's office at 624-6600. This should be done at least one week prior to the meeting. Public documents, including the agenda and minutes can be provided in various accessible formats. Please contact the County Commissioner's office if a summary or other type of accessible format is needed.*
9. A member of the Chaves County Board of Commissioners may participate by telephone or other similar communications equipment when it is difficult or impossible for the Commissioner to attend the meeting in person, provided that the Commissioner can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the Commission.
10. The Board of Commissioners may close a meeting to the public only if the subject matter of such discussion or action is exempted from the open meeting requirements under Section 10-15-1(H) of the Open Meetings Act.
  - a. If any meeting is closed during an open meeting, such closure shall be approved by the majority vote of a quorum of the Commission taken during the open meeting. The authority for the closure and the subject to be discussed shall be stated with reasonable specificity in the motion for closure and the vote on closure on each individual member shall be

recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.

- b. If a decision to hold a closed meeting is made when the Commission is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provisions of law authorizing the closed meeting and the subject to be discussed with reasonable specificity is given to the members and the general public.
- c. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion for notice for closure.
- d. Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in the closed meetings shall be made by the vote of the Commission in an open public meeting.

Passed this 23rd day of January, 2018.

**BOARD OF CHAVES COUNTY COMMISSIONERS**

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

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

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

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

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

**ATTEST:**

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

**AGENDA ITEM:** 9B

- A. Resolution R-18-001-Notice for Public Meetings for the Chaves County Board of Commissioners
- B. Resolution R-18-002-Notice for Public Meetings for the Chaves County Indigent Hospital/Health Care Board

**MEETING DATE:** January 23, 2018

### **STAFF SUMMARY REPORT**

---

**ACTION REQUESTED BY:** Stanton L. Riggs

**ACTION REQUESTED:** Approve Resolutions

---

#### **ITEM SUMMARY:**

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

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Resolution R-18-001 and R-18-002

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**SUMMARY BY:** Stanton L. Riggs

**TITLE:** County Manager

**RESOLUTION R-18-002**  
**NOTICE FOR PUBLIC MEETINGS**

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

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

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

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

1. The Chaves County Indigent Hospital/Health Care Board will meet once monthly to approve claims. The meetings will be held at 8:30 a.m. on the third Thursday of each month, unless otherwise specifically changed by the Chairman with ten (10) days' notice. The meetings will be held in the Chaves County Commission Chambers of the Chaves County Administrative Center located at #1 St. Mary's Place Roswell, New Mexico.
2. The agenda will be available at least seventy-two (72) hours prior to the meeting from the IHC Coordinator whose office is located in the Chaves County Administrative Center, Roswell, New Mexico. Notice of any other regular meeting will be ten (10) days in advance of the meeting date. The notice shall indicate how a copy of the agenda may be obtained.
3. The Chairman or a majority of the members upon three (3) days notice shall call special meetings. The notice shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two (72) hours before any special meeting.
4. Emergency meetings will be called only under unforeseen circumstances, which demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss.
5. The Chaves County Indigent Hospital/Health Care Board will avoid emergency meetings whenever possible. The Chairman or majority of the members upon twenty-four (24) hours notice may call emergency meetings, unless threats of personal injury or property damage require less notice. The notice for all

emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.

6. For the purpose of regular meetings described in paragraph 2 of this Resolution, notice requirements are met if notice of the date, time, place and agenda is placed in newspapers of general circulation in Chaves County in the State of New Mexico and/or posted on the bulletin board located in the west hallway of the Chaves County Administrative Building. Although not a requirement, the agenda will also be posted on the County website at [www.co.chaves.nm.us](http://www.co.chaves.nm.us). The IHC Coordinator shall also fax and/or e-mail copies of the written notice to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation, which have made a written request for notice of public meetings.
7. For the purpose of special meetings and emergency meetings described in paragraph 3 and 4 of this Resolution, notice requirements shall be met by posting notice of the date, time and place and agenda on the bulletin board located in the west hallway of the Chaves County Administrative Building. The IHC office shall also email copies of the written notice to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation, which have made a written request for notice of public meetings.
8. In addition to the information specified above, all notices shall include the following language:

*If you are an individual with a disability who is in need of a reader, qualified sign language interpreter, or any form of auxiliary aid, or service to attend or participate in the hearing of a meeting, please contact the IHC Coordinator at 624-6547. This should be done at least one week prior to the meeting. Public documents, including the agenda and minutes can be provided in various accessible formats. Please contact the IHC Coordinator if a summary or other type of accessible format is needed.*
9. A member of the Chaves County Indigent Hospital/Health Care Board may participate by telephone or other similar communications equipment when it is difficult or impossible for the Commissioner to attend the meeting in person, provided that the Commissioner can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the Commission.
10. The IHC Board may close a meeting to the public only if the subject matter of such discussion or action is exempted from the open meeting requirements under Section 10-15-1(H) of the Open Meetings Act.
  - a. If any meeting is closed during an open meeting, such closure shall be approved by the majority vote of a quorum of the IHC Board taken during the open meeting. The authority for the closure and the subject to be discussed shall be stated with reasonable specificity in the motion for closure and the vote on closure on each individual member shall be

recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.

- b. If a decision to hold a closed meeting is made when the IHC Board is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provisions of law authorizing the closed meeting and the subject to be discussed with reasonable specificity is given to the members and the general public.
- c. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion for notice for closure.
- d. Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in the closed meetings shall be made by the vote of the IHC Board in an open public meeting.

Passed this 23rd day of January, 2018.

**BOARD OF CHAVES COUNTY COMMISSIONERS**

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

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

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

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

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

**ATTEST:**

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



**AGENDA ITEM:** 10 Resolution R-18-003  
**MEETING DATE:** January 23, 2018 Approval of Budget Adjustment

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Anabel Barraza, Assistant Finance Director

**ACTION REQUESTED:**  
Approval of Resolution R-18-003

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**ITEM SUMMARY:**

The Finance Department has performed the end of year variance report and is requesting a budget adjustment for line items in Exhibit 'A'. This will ensure positive budget balances.

Staff recommends approval.

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**SUPPORT DOCUMENTS:**

Resolution R-18-003  
DFA Worksheet

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**SUMMARY BY:** Anabel Barraza

**TITLE:** Assistant Finance Director

**RESOLUTION R-18-003**

**BUDGET ADJUSTMENT REQUEST**

**WHEREAS**, at a regular meeting of the Board of Chaves County Commissioners held on January 23, 2018, the following was among the proceedings:

**WHEREAS**, the budget must be adjusted for fiscal year 2017-2018 expenditures; and,

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

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

**WHEREAS**, the Board of Chaves County Commissioners deems it necessary to adjust the FY 17-18 Final Budget as designated in Exhibit 'A', attached.

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

Done at Roswell, New Mexico, this 23rd day of January 2018.

**BOARD OF CHAVES COUNTY COMMISSIONERS**

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

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

**ATTEST:**

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

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

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

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

EXHIBIT 'A'

**DFA      ACCOUNT      DESCRIPTION      AMOUNT**

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<b>DFA</b>	<b>Account Number</b>	<b>Description</b>	<b>Amount</b>
101	401-6-611-253-000	Dues & Other Fees	5,000.00
101	401-6-622-231-000	Network Infrastructure Upgrade	30,000.00
300	635-6-682-375-000	Lease (110 E. Mescalero)	6,000.00



**AGENDA ITEM:** 11

Letter of Support for the Xcel  
Energy Certified Sites Program

**MEETING DATE:** January 23, 2018

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Stanton L. Riggs

**ACTION REQUESTED:** Approve Letter of Support

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**ITEM SUMMARY:**

This letter has been requested by the Roswell-Chaves County Economic Development Corporation. The EDC is working with Xcel Energy and their certified sites program. This letter lets the world know that Chaves County is open for business. Mr. John Mulcahy, President of the EDC, will be present to answer any questions the Commission might have.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** None

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**SUMMARY BY:** Stanton L. Riggs

**TITLE:** County Manager

**COUNTY MANAGER**

**Stanton L. Riggs**

PO Box 1817

Roswell, NM 88202-1817

PHONE: 575-624-6602

FAX: 575-624-6659

Email: sriggs@co.chaves.nm.us



**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

January 23, 2018

To Whom It May Concern,

Please accept this letter as a demonstration of Chaves County's support of the Xcel Energy Certified Sites Program. The County is pleased to have sites certified under this program, and we look forward to the opportunity to work with businesses looking to relocate or expand in Chaves County.

The Chaves County Commission stands ready to facilitate successful projects in our growing County. We are constantly in search of new ways to promote the opportunities available in our County, and we are confident that upon further investigation you will be pleased to learn of the broad capacity for projects in Chaves County.

Chaves County NM is truly "open for business", and we look forward to working with you and our partners to make your business' development plans a reality. Thank you for your consideration and I look forward to working with you!

Sincerely,

---

Robert Corn  
Chairman, Chaves County Commission

---

William E Cavin  
Chaves County Commissioner

---

James W. Duffey  
Chaves County Commissioner

---

T. Calder Ezzell, Jr.  
Chaves County Commissioner

---

Jeff Bilberry  
Chaves County Commissioner



## XCEL ENERGY CERTIFIED SITE PROGRAM APPLICATION

1. Site Contact and Ownership Information	Please provide contact addresses and telephone/cell phone numbers below
Contact name and information of person submitting application Site owner name(s) and contact information (or purchase agreement) Local Economic Development Organization contact information	
2. Site Name and Address	Please provide site name and address below
Site name Site legal description Site Address City/Town County	
3. Site Description	Please provide a general description of the site below
Total contiguous developable size of the site in acres (minimum 25 contiguous acres for development required for the program) If subdivided, provide lot/parcel sizes for available sites Provide the overall dimensions and configuration of the site Provide the current zoning of the site Provide information or description of the local site re-zoning process, if needed Provide the zoning of land adjacent to the site Describe current use of the site (example: agriculture, industrial park) Describe past use of the site (example: wooded, agriculture, industrial) Describe land use adjacent to the site (example: commercial, residential, agriculture, industrial) Provide the zoning of land adjacent to the site <p style="text-align: center;"><b>Please indicate below yes or no as required and/or whether drawings, maps, photos, forms, studies and profiles have been provided</b></p> Provide copies of site plan approvals and permits, if any Provide a copy of the approved master plan for the site, if any Provide current site and park covenants, if any Are there any existing legal non-conforming features? If yes, describe Have variances to existing zoning requirements previously been granted? If yes, describe Are there any conditional use permits in effect? Does the site have any conservation easements? If yes, describe Are there other land use attributes that will affect the use or usability of the site? If yes, describe What is the current height restriction or limit on the site, per current zoning? Provide the ALTA Title Commitment Form Provide the ALTA survey Provide drawings or plans of proposed site dimensions and layout Provide a topographical map of the site Provide detailed water rights information for the site Provide detailed mineral rights information for the site Provide maps describing general site location, nearby cities/towns, site road access, access to highways and rail, etc. Provide aerial and other photos indicating site location, cities, visibility from highways, adjacent uses, etc.	
4. Site Cost	Please provide the site cost below (per acre, per square foot)
Provide the current listed or suggested price of the site (per acre or square foot)	

5. Site Transportation Infrastructure		Please provide the site transportation infrastructure and access information below	
<b>Highway Access</b>			
Describe access from the site entrance to the nearest highway and to the nearest interstate interchange (include number of lights and turns and ingress/egress, acceleration/deceleration lanes)			Will be provided by the Xcel Certification Team
Distance to the nearest north-south Interstate interchange (provide Interstate name)			Will be provided by the Xcel Certification Team
Distance to the nearest east-west Interstate interchange (provide Interstate name)			Will be provided by the Xcel Certification Team
Distance to the nearest US Highway (provide highway name/number)			Will be provided by the Xcel Certification Team
Distance to the nearest State Highway (provide highway name/number)			Will be provided by the Xcel Certification Team
Distance to and description of the nearest intermodal service			Will be provided by the Xcel Certification Team
<b>Rail Access</b>			
Is the site served by rail? (provide yes/no answer) - If yes, provide information requested below			
Provide name and contact information for the rail service provider			
Provide rail provider service class (example: class 1, 2, 3 (short line))			
Is a rail spur in place to serve the site? (provide yes/no answer)			
Distance from the rail line to the site			
Describe access from the rail line to the site			
<b>Air Access</b>			
Distance to the nearest commercial airport (include driving minutes to the airport)			Will be provided by the Xcel Certification Team
Provide name of the airport			Will be provided by the Xcel Certification Team
Describe nearest commercial airport size classification (example: large, medium, small, nonhub)			Will be provided by the Xcel Certification Team
Distance to nearest cargo airport (list key service providers: FedEx, UPS, etc.)			Will be provided by the Xcel Certification Team
Distance to nearest general aviation airport (provide services: fuel, hanger, maintenance, etc.)			
Is the site within an FAA designated flight approach (cone)? If so, please provide details and maps			
<b>Port/Barge Access</b>			
Distance to the nearest commercial port/barge service (include driving minutes to and name of the port/barge facility)			Will be provided by the Xcel Certification Team
Provide name and contact information for the port/barge service provider			Will be provided by the Xcel Certification Team

6. Site Utility Infrastructure		Please provide the site utility infrastructure and access information below	
Please indicate below that requested drawings, maps, or profiles have been provided			
<b>Electric Power</b>			
Distance to electric power service (Example: on site, .25 miles, etc.)			Will be provided by Xcel Energy
Electric power provider contact name, address, phone			Will be provided by Xcel Energy
Describe electric service type and voltage at the site (Example: three-phase, 12.kV overhead power or underground service, loop service, etc.)			Will be provided by Xcel Energy
Provide the largest power demand that can currently be served at the site (Example: 10 MW immediately available)			Will be provided by Xcel Energy
Provide distance to the substation(s) servicing the site			Will be provided by Xcel Energy
Describe dual feed service potential			Will be provided by Xcel Energy



Describe and send any planned upgrades to the electric power system that would impact this site (Example: capacity, pressure, quality, looped system, etc.)  
Provide a map or drawing indicating power service to the site

Will be provided by Xcel Energy  
Will be provided by Xcel Energy

**Natural Gas**

Is natural gas available at or near the site boundary? If yes, provide the information requested below

Natural gas provider contact name, address, phone

Provide distance to the gas line

Provide size of the gas line serving the site (Example: 2 inch )

Provide gas line service capacity (CF per hour)

Provide gas service pressure for the line serving the site (PSI)

Describe and send any planned upgrades to the gas system that would impact this site (Example: capacity, pressure, quality, looped system, etc.)

Provide a map or drawing indicating gas service to the site

If gas is provided by Xcel Energy, data will be provided by Xcel  
If gas is provided by Xcel Energy, data will be provided by Xcel  
If gas is provided by Xcel Energy, data will be provided by Xcel  
If gas is provided by Xcel Energy, data will be provided by Xcel  
If gas is provided by Xcel Energy, data will be provided by Xcel  
If gas is provided by Xcel Energy, data will be provided by Xcel

If gas is provided by Xcel Energy, data will be provided by Xcel  
If gas is provided by Xcel Energy, data will be provided by Xcel

**Water**

Is municipal water available at or near the site boundary? If yes, provide the information requested below

Water service provider contact name, address, phone

Provide distance to the water line

Provide size of the water line serving the site (Example: 4 inch )

Provide water line service capacity (Example: MGD per day)

Provide water service pressure for the line serving the site (PSI)

Provide head pressure at closest hydrant

Provide flow rate at nearest hydrant

What is the source of the municipal water? (Example: river, city wells)

What is the overall available capacity of the municipal water system? (MGD)

Is the water system serving the site part of a looped system?

Provide a profile or chemical analysis of the municipal water serving the site

Describe and send any planned upgrades to the municipal water system that would impact this site (Example: additional capacity, pressure, quality, looped system, new lines, etc.)

Provide a map or drawing indicating water service to the site

Please describe the ability to drill water wells on site and if available, well capacity data.

**Waste Water/Sewer**

Is waste water/sewer service available at or near the site boundary? If yes, provide the information requested below

Waste water service provider contact name, address, phone

Distance to the waste water/sewer line

Provide size of the waste water line serving the site (Example: 10 inch )

Provide waste water line service capacity (Example: MGD per day)

What is the overall available capacity of the municipal waste water system? (MGD)

Describe pre-treatment that will be required at the site

Describe and send any planned upgrades to the waste water system that would impact this site (Example: additional hydraulic or treatment capacity, new lines, etc.)

Please provide a map or drawing indicating waste water service to the site

**Storm water**

Storm water authority contact name, address, phone

What is the current system or plan for handling storm water on the site?

If storm water is a municipal system, describe the system capacity (Example: 5, 10, 20 year events)

If storm water is a shared on-site system, describe overall system capacity and capabilities  
Describe future site owner's on-site storm water management responsibilities  
Provide current storm water permits for the site and/or description of required permits  
Provide a map or drawing indicating storm water handling for the site

**Fiber/Telecom/Broadband**

Is fiber/telecom/broadband service available at or near the site boundary? If yes, provide the information requested below. Please answer for each service.

Fiber, Telecom, Broadband providers contact names, addresses, phone

Provide distance to the fiber/telecom/broadband lines  
Describe the delivery medium for the service lines (copper, fiber)  
Provide current line capacities for telecom services that would serve the site  
Provide the downstream and upstream data bandwidth  
Describe and send any planned upgrades to the fiber/telecom/broadband system that would impact this site (Example: upgraded capacity, additional service providers, etc.)  
Please provide a map or drawing indicating fiber/telecom/broadband service to the site

**7. Existing Site Analysis and Studies**

Please indicate and provide existing site analysis and studies below

Please indicate yes or no below and that requested studies, maps, or profiles have been provided

Has a site plan been developed for the site? If so, provide a copy of the site plan and drawings.

Have development permits been obtained for the site? If so, provide a copy of the permits.

Has a soil survey/other geotechnical study been completed for the site (including for buildings or other structures currently in the industrial park)? If yes, provide a copy of the study  
Provide the FEMA flood plain designation and map or drawing for the site provide (both 100 and 500 year designations)

Have wetlands been delineated for the site? If so, please provide the wetlands delineation map or drawing.

Provide the current Air Attainment status for the site

Have Phase I and/or Phase 2 Environmental Assessment reports been completed for the site? If yes, provide a copy of the studies.

Provide reports or documentation of past site contamination or environment concerns and mitigation history

Provide reports or documentation indicating the historical use of the site

Have archeological assessments of the site been completed? If so, provide a copy of the report.

Have endangered, protected, and rare species assessments been done for the site? If yes, provide a copy of the reports

If available, provide traffic flow studies for site highway access

**8. Supporting Information and Profiles**

Please indicate and provide existing supporting information and profiles below

Attach or send a profile of the city(ies)/town(s) nearest the site include general demographics, leading local companies, workforce data, living conditions amenities, etc.)

Provide information describing local industrial and business support services (Examples: tool and die and machine shops; technology/computer support specialists, temporary staffing, maintenance contractors, waste disposal services, etc.)

Xcel Energy team is investigating this data

Provide information describing local business support and amenities Examples: hotels/motels, restaurants, legal services, corporate banking, etc.)

Xcel Energy team is investigating this data

Provide information describing local incentives or other type of economic development zone covering the site (Examples: enterprise zone, foreign trade zone, special assessment district, etc.)

Provide information or description of the local site development permitting process

Provide a letter of official local support and types of local support that will be provided for proposed certified site development

**9. Agreement and Verification**

Please indicate data verification below

The information provided in this application is accurate to the best of our knowledge and effort. Please provide your electronic signature.

If this application is approved, this site can be included on the Xcel Energy's Certified Site web site and brochures.

Your team agrees that if this site is accepted as a certified site, the site and profile information provided in this application will be updated every six months.

AGENDA ITEM: 12

Request for Out of State Travel

MEETING DATE: January 23rd, 2018

STAFF SUMMARY REPORT

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**ACTION REQUESTED BY:**

**CHAVES COUNTY ASSESSOR**

**ACTION REQUESTED:**

Approval of out of state travel for Bud Hewett and Jemima Melendez to Attend the ESRI Regional User Group Conference, Southwest Event in Bloomfield, Colorado.

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**ITEM SUMMARY:**

There are many good educational training sessions in this conference regarding ESRI ArcGIS technology with immersive sessions and hands on learning labs. The conference is April 10th through the 12th of 2018. There is also opportunity to network with other Government GIS professionals regarding their operations.

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**SUPPORT DOCUMENTS:** Copies of information about the conference, location and agenda.

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**SUMMARY BY:** Mark Willard

**TITLE:** Assessor

ArcGIS >  
Esri Southwest User Conference

Industries >

Overview ▾ Agenda ▾ Get Involved ▾ Hotel & Travel ▾

Register →

ABOUT MENU >

Register →

Support Agenda at a Glance

---

Day 1

7:30 am - 8:30 am  
Continental Breakfast

7:30 am - 5:00 pm  
Registration

8:30 am - 12 Noon  
Plenary Session 1 -  
Vision

12 Noon - 1:30 pm  
Hosted Lunch

1:30 pm - 4:00 pm  
Technical Sessions,  
User Presentations and  
Hands-On Learning Lab

4:00 pm - 6:00 pm  
GIS solutions EXPO  
and Social

Day 2

7:30 am - 8:30 am  
Continental Breakfast

7:30 am - 5:00 pm  
Registration

8:30 am - 10:00 am  
Plenary Session 2

10:00 am - 10:30 am  
Break in GIS Solutions  
Expo

10:00 am - 3:00 pm  
GIS Solutions EXPO

10:30 am - 11:30 am  
Technical Sessions,  
User Presentations and  
Hands-On Learning  
Lab

11:30 am - 1:00 pm  
Hosted Lunch

1:00 pm - 5:00 pm  
Technical Sessions,  
User Presentations and  
Hands-On Learning

5:30 pm - 7:30 pm  
Conference Social -  
Location TBD

Day 3

8:00 am - 9:00 am  
Continental Breakfast

8:00 am - 11:30 am  
Registration

9:00 am - 11:30 am  
Technical Session,  
User Presentations and  
Hands-on Learning  
Lab

ArcGIS >

Industries >

About

# Esri Southwest User Conference

Support

> **The Community Event for Esri Users**

Denver, CO | April 10-12, 2018

[Overview](#) ▾ [Agenda](#) ▾ [Get Involved](#) ▾ [Hotel & Travel](#) ▾

[Register](#) →

MENU

[Register](#) →

## About the Conference

The Esri Southwest User Conference series is designed to deliver a new, unified experience for all attendees. Esri's goal is to bring together our users in a community environment and give them access to Esri experts and technology.

Discover what's new and what's next in ArcGIS technology with immersive sessions and the Hands-On Learning Lab, led by Esri tech experts. Discover and test-drive new, innovative software solutions that will power data-driven decision-making—for improved performance across your organization.

## Location

Who

Where

Why

Approval of Checks

Approval of Checks

Commission Meeting 23-Jan-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:	01-Dec-17	\$226,192.77
	04-Dec-17	\$291.12
	06-Dec-17	\$729.40
	08-Dec-17	\$628,438.67
	11-Dec-17	\$1,291.12
	15-Dec-17	\$312,510.14
	22-Dec-17	\$459,258.09
	29-Dec-17	\$49,110.19

PAYROLL:	03-Dec-17	REGULAR	\$263,909.00
		FINALS	\$10,765.51
	17-Dec-17	REGULAR	\$278,549.41
		FINALS	\$3,562.51

Grand Total Checks to be Approved: \$2,234,607.93

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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, NM

# Expense Approval Register

Packet: APPKT00440 - CHECK RUN/12/01/17

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: 4 RIVERS EQUIPMENT</b>					
4 RIVERS EQUIPMENT	43066	11/27/2017	2017 DYNAPAC CP2700 ROLL	402-6-681-373-000	157,809.60
			<b>Vendor 4 RIVERS EQUIPMENT Total:</b>		<b>157,809.60</b>
<b>Vendor: ASPEN OF NEW MEXICO INC</b>					
ASPEN OF NEW MEXICO INC	6 ASPEN	12/01/2017	DWI DISTRIBUTION/FY 17-18	432-7-761-267-000	1,666.66
			<b>Vendor ASPEN OF NEW MEXICO INC Total:</b>		<b>1,666.66</b>
<b>Vendor: BELL GAS INC.</b>					
BELL GAS INC.	11645	11/20/2017	ACCT.#10693	402-6-653-223-000	18,417.47
			<b>Vendor BELL GAS INC. Total:</b>		<b>18,417.47</b>
<b>Vendor: CHAVES COUNTY C.A.S.A.</b>					
CHAVES COUNTY C.A.S.A.	6 CASA	12/01/2017	DWI DISTRIBUTION/FY 17-18	432-7-761-267-000	2,333.33
			<b>Vendor CHAVES COUNTY C.A.S.A. Total:</b>		<b>2,333.33</b>
<b>Vendor: CITY OF ROSWELL</b>					
CITY OF ROSWELL	CC017083	11/09/2017	ACCT.#137415-52228	452-8-832-341-000	17.47
			<b>Vendor CITY OF ROSWELL Total:</b>		<b>17.47</b>
<b>Vendor: COOPERATIVE EDUCATIONAL SVCS.</b>					
COOPERATIVE EDUCATIONAL	24-069520	11/15/2017	ACCT.#CHAVESCOUNTY	402-6-653-104-000	1,132.02
			<b>Vendor COOPERATIVE EDUCATIONAL SVCS. Total:</b>		<b>1,132.02</b>
<b>Vendor: DEXTER CONSOLIDATED SCHOOLS</b>					
DEXTER CONSOLIDATED SCH	5 DCS	12/01/2017	DWI DISTRIBUTION/FY 17-18	432-7-761-267-000	1,200.00
			<b>Vendor DEXTER CONSOLIDATED SCHOOLS Total:</b>		<b>1,200.00</b>
<b>Vendor: DIANE TAYLOR</b>					
DIANE TAYLOR	6 DT	12/01/2017	DWI DISTRIBUTION/FY 17-18	432-7-761-267-000	3,000.00
			<b>Vendor DIANE TAYLOR Total:</b>		<b>3,000.00</b>
<b>Vendor: DIANNE MEDA</b>					
DIANNE MEDA	6 DM	12/01/2017	DWI DISTRIBUTION/FY 17-18	432-7-761-267-000	1,000.00
DIANNE MEDA	6 DM	12/01/2017	DWI DISTRIBUTION/FY 17-18	432-7-766-267-000	2,000.00
			<b>Vendor DIANNE MEDA Total:</b>		<b>3,000.00</b>
<b>Vendor: EMS BUREAU/DEPT. OF HEALTH</b>					
EMS BUREAU/DEPT. OF HEAL	CC017074	11/30/2017	EMT BASIC LICENSE FEE	410-8-816-253-000	65.00
			<b>Vendor EMS BUREAU/DEPT. OF HEALTH Total:</b>		<b>65.00</b>
<b>Vendor: FRANK G. MAGOURILOS</b>					
FRANK G. MAGOURILOS	6 PS	12/01/2017	DWI DISTRIBUTION/FY 17-18	432-7-761-267-000	291.66
			<b>Vendor FRANK G. MAGOURILOS Total:</b>		<b>291.66</b>
<b>Vendor: HAGERMAN MUNICIPAL SCHOOLS</b>					
HAGERMAN MUNICIPAL SCH	5 HMS	12/01/2017	DWI DISTRIBUTION/FY 17-18	432-7-761-267-000	1,200.00
			<b>Vendor HAGERMAN MUNICIPAL SCHOOLS Total:</b>		<b>1,200.00</b>
<b>Vendor: INSITE TOWERS LLC</b>					
INSITE TOWERS LLC	405050	11/01/2017	HIGH LONESOME TOWER RE	401-6-616-249-000	1,800.00
			<b>Vendor INSITE TOWERS LLC Total:</b>		<b>1,800.00</b>
<b>Vendor: LAKE ARTHUR SCHOOL DISTRICT</b>					
LAKE ARTHUR SCHOOL DISTR	5 LA	12/01/2017	DWI DISTRIBUTION/FY 17-18	432-7-761-267-000	1,200.00
			<b>Vendor LAKE ARTHUR SCHOOL DISTRICT Total:</b>		<b>1,200.00</b>
<b>Vendor: MELTEL VALENTINE</b>					
MELTEL VALENTINE	002860	12/01/2017	CAPITAN SUMMIT	401-7-751-251-000	371.32
MELTEL VALENTINE	002919	12/01/2017	CAPITAN SUMMIT	401-7-751-251-000	371.32
MELTEL VALENTINE	002948	12/01/2017	CAPITAN SUMMIT	401-7-751-251-000	371.32
			<b>Vendor MELTEL VALENTINE Total:</b>		<b>1,113.96</b>



Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: NEOPOST USA INC</b>					
NEOPOST USA INC	11677204	11/19/2017	ACCT.#7900011001689986	401-6-619-339-000	2,000.00
<b>Vendor NEOPOST USA INC Total:</b>					<b>2,000.00</b>
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>					
NEW MEXICO GAS COMPAN	CC017082	11/20/2017	ACCT.#075706312-0781188-	412-8-815-341-000	75.62
<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>					<b>75.62</b>
<b>Vendor: OCCAM CONSULTING ENGINEERS INC.</b>					
OCCAM CONSULTING ENGIN	CHA1601-14	11/13/2017	HOBSON ROAD PHASE I	631-8-884-247-000	7,636.12
<b>Vendor OCCAM CONSULTING ENGINEERS INC. Total:</b>					<b>7,636.12</b>
<b>Vendor: PECOS VALLEY TEEN COURT</b>					
PECOS VALLEY TEEN COURT	6 PVTC	12/01/2017	DWI DISTRIBUTION/FY 17-18	432-7-761-267-000	1,250.00
<b>Vendor PECOS VALLEY TEEN COURT Total:</b>					<b>1,250.00</b>
<b>Vendor: ROSWELL CHAMBER OF COMMERCE</b>					
ROSWELL CHAMBER OF CO	11449	12/01/2017	ANNUAL ALLOCATION/FY 17-	401-6-672-426-000	3,750.00
<b>Vendor ROSWELL CHAMBER OF COMMERCE Total:</b>					<b>3,750.00</b>
<b>Vendor: ROSWELL CLINIC CORP</b>					
ROSWELL CLINIC CORP	CC017073	11/28/2017	ACCT.#1030172V1610	427-6-639-268-000	15.45
<b>Vendor ROSWELL CLINIC CORP Total:</b>					<b>15.45</b>
<b>Vendor: ROSWELL W.F.L.</b>					
ROSWELL W.F.L.	6 WINGS	12/01/2017	DWI DISTRIBUTION/FY 17-18	432-7-761-267-000	2,500.00
<b>Vendor ROSWELL W.F.L. Total:</b>					<b>2,500.00</b>
<b>Vendor: SERENITY COUNSELING</b>					
SERENITY COUNSELING	6 SC	12/01/2017	DWI DISTRIBUTION/FY 17-18	432-7-761-267-000	3,125.00
SERENITY COUNSELING	6 SC	12/01/2017	DWI DISTRIBUTION/FY 17-18	432-7-762-267-000	1,250.00
<b>Vendor SERENITY COUNSELING Total:</b>					<b>4,375.00</b>
<b>Vendor: SOUTHWESTERN PUBLIC SERVICE CO</b>					
SOUTHWESTERN PUBLIC SER	CC017076	11/20/2017	ACCT.#54-3943811-2	452-8-832-341-000	91.39
SOUTHWESTERN PUBLIC SER	CC017077	11/22/2017	ACCT.#54-3949442-7	401-6-692-341-000	1,066.19
SOUTHWESTERN PUBLIC SER	CC017077	11/22/2017	ACCT.#54-3949442-7	401-6-692-341-000	5,448.47
SOUTHWESTERN PUBLIC SER	CC017077	11/22/2017	ACCT.#54-3949442-7	401-6-692-341-000	481.32
SOUTHWESTERN PUBLIC SER	CC017078	11/21/2017	ACCT.#54-3943782-6	412-8-815-341-000	56.02
SOUTHWESTERN PUBLIC SER	CC017078	11/21/2017	ACCT.#54-3943785-9	412-8-815-341-000	55.95
SOUTHWESTERN PUBLIC SER	CC017079	11/22/2017	ACCT.#54-3943607-4	401-7-751-341-000	38.89
SOUTHWESTERN PUBLIC SER	CC017080	11/20/2017	ACCT.#54-0010784288-9	412-8-815-341-000	90.27
SOUTHWESTERN PUBLIC SER	CC017081	11/20/2017	ACCT.#54-8936266-1	412-8-815-341-000	38.92
<b>Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:</b>					<b>7,367.42</b>
<b>Vendor: THE ROSWELL REFUGE</b>					
THE ROSWELL REFUGE	6 RR	12/01/2017	DWI DISTRIBUTION/FY 17-18	432-7-761-267-000	2,666.66
<b>Vendor THE ROSWELL REFUGE Total:</b>					<b>2,666.66</b>
<b>Vendor: WEST PUBLISHING CORPORATION</b>					
WEST PUBLISHING CORPORA	837090676	11/01/2017	ACCT.#1000312126	401-7-741-237-000	309.33
<b>Vendor WEST PUBLISHING CORPORATION Total:</b>					<b>309.33</b>
<b>Grand Total:</b>					<b>226,192.77</b>

**Fund Summary**

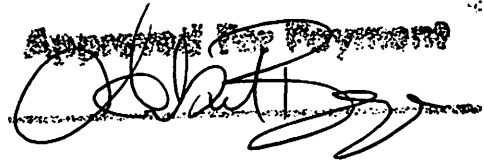
Fund	Expense Amount
401 - GENERAL FUND	16,008.16
402 - ROAD FUND	177,359.09
410 - MIDWAY VOLUNTEER FIRE FND	65.00
412 - SIERRA VOLUNTEER FIRE FND	316.78
427 - INDIGENT HOSPITAL CLAIMS	15.45
432 - DWI GRANT FUNDS	24,683.31
452 - FLOOD CONTROL	108.86
631 - OTHER GRANTS & CONTRACTS	7,636.12
<b>Grand Total:</b>	<b>226,192.77</b>

**Account Summary**

Account Number	Account Name	Expense Amount
401-6-616-249-000	EQUIP MAINT/AGREEME	1,800.00
401-6-619-339-000	POSTAGE/FREIGHT	2,000.00
401-6-672-426-000	CHAMBER OF COMMER	3,750.00
401-6-692-341-000	UTILITIES	6,995.98
401-7-741-237-000	SUBSCRIPTIONS/PUBLIC	309.33
401-7-751-251-000	RENTALS	1,113.96
401-7-751-341-000	UTILITIES	38.89
402-6-653-104-000	TEMPORARY SALARIES	1,132.02
402-6-653-223-000	VEHICLE FUELS	18,417.47
402-6-681-373-000	HEAVY EQUIPMENT	157,809.60
410-8-816-253-000	DUES & OTHER FEES	65.00
412-8-815-341-000	UTILITIES	316.78
427-6-639-268-000	CARE OF PRISONER SER	15.45
432-7-761-267-000	CONTRACTUAL SERVICES	21,433.31
432-7-762-267-000	CONTRACTUAL SERVICES	1,250.00
432-7-766-267-000	CONTRACTUAL SERVICES	2,000.00
452-8-832-341-000	UTILITIES	108.86
631-8-884-247-000	CONSTRUCTION	7,636.12
<b>Grand Total:</b>		<b>226,192.77</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	226,192.77
<b>Grand Total:</b>	<b>226,192.77</b>





Chaves County, NM

# Expense Approval Register

Packet: APPKT00442 - CHECK RUN/12/04/17

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: CHARLES HOPKINS CHARLES HOPKINS	CC017085	12/04/2017	SHORT TERM DISABILITY	402-6-653-102-000	291.12
				Vendor CHARLES HOPKINS Total:	<u>291.12</u>
				Grand Total:	<u><u>291.12</u></u>

**Fund Summary**

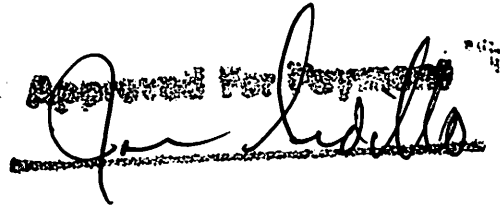
Fund	Expense Amount
402 - ROAD FUND	291.12
<b>Grand Total:</b>	<b>291.12</b>

**Account Summary**

Account Number	Account Name	Expense Amount
402-6-653-102-000	REGULAR SALARIES	291.12
	<b>Grand Total:</b>	<b>291.12</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	291.12
<b>Grand Total:</b>	<b>291.12</b>





Chaves County, NM

# Expense Approval Register

Packet: APPKT00452 - CHECK RUN/12/06/17

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: VALERIE J. RAMIREZ					
VALERIE J. RAMIREZ	CC017089	12/06/2017	H. RAMIREZ/DM-2017-0010	401-2-200-018-000	729.40
			Vendor VALERIE J. RAMIREZ Total:		729.40
			Grand Total:		729.40

**Fund Summary**

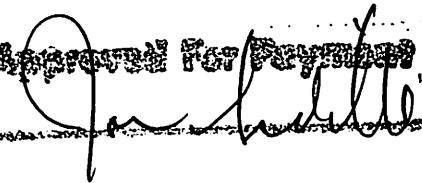
Fund	Expense Amount
401 - GENERAL FUND	729.40
<b>Grand Total:</b>	<b>729.40</b>

**Account Summary**

Account Number	Account Name	Expense Amount
401-2-200-018-000	CHILD ENFORCEMENT P	729.40
	<b>Grand Total:</b>	<b>729.40</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	729.40
<b>Grand Total:</b>	<b>729.40</b>

Approved For Payment  




# Expense Approval Register

Packet: APPKT00456 - CHECK RUN/12/08/17

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: AMERICAN STEWARDS OF LIBERTY</b>					
AMERICAN STEWARDS OF LI	814	12/01/2017	LITIGATION FEES/F. CRAIG	401-6-619-260-000	445.10
AMERICAN STEWARDS OF LI	818	12/04/2017	ASL CASE MANAGEMENT FE	401-6-619-260-000	1,500.00
<b>Vendor AMERICAN STEWARDS OF LIBERTY Total:</b>					<b>1,945.10</b>
<b>Vendor: BAMBI NALLEY</b>					
BAMBI NALLEY	INV0001242	12/07/2017	SEELY DM-2013-443	401-2-200-018-000	108.17
BAMBI NALLEY	INV0001242	12/07/2017	SEELY DM-2013-443	431-2-200-018-000	7.21
<b>Vendor BAMBI NALLEY Total:</b>					<b>115.38</b>
<b>Vendor: BERRENDO CO-OP WTR USERS INC.</b>					
BERRENDO CO-OP WTR USE	CC017102	12/01/2017	ACCT.#J1720000	402-6-651-341-000	73.77
<b>Vendor BERRENDO CO-OP WTR USERS INC. Total:</b>					<b>73.77</b>
<b>Vendor: CARRIE HARDY</b>					
CARRIE HARDY	INV0001239	12/07/2017	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
<b>Vendor CARRIE HARDY Total:</b>					<b>250.00</b>
<b>Vendor: CENTRAL VALLEY ELECTRIC COOP</b>					
CENTRAL VALLEY ELECTRIC C	CC017099	12/01/2017	ACCCT.#10114001	410-8-816-341-000	149.44
CENTRAL VALLEY ELECTRIC C	CC017099	12/01/2017	ACCT.#23898800	410-8-816-341-000	18.30
CENTRAL VALLEY ELECTRIC C	CC017100	12/01/2017	ACCT.#10147201	401-6-691-243-000	25.20
CENTRAL VALLEY ELECTRIC C	CC017100	12/01/2017	ACCT.#12209501	401-6-691-243-000	594.80
CENTRAL VALLEY ELECTRIC C	CC017100	12/01/2017	ACCT.#12001802	401-6-691-243-000	48.49
CENTRAL VALLEY ELECTRIC C	CC017100	12/01/2017	ACCT.#23133100	410-8-816-341-000	89.23
CENTRAL VALLEY ELECTRIC C	CC017100	12/01/2017	ACCT.#6695501	414-8-819-341-000	111.91
CENTRAL VALLEY ELECTRIC C	CC017100	12/01/2017	ACCT.#22987100	437-6-659-341-000	44.81
CENTRAL VALLEY ELECTRIC C	CC017100	12/01/2017	ACCT.#12412501	437-6-659-341-000	43.86
CENTRAL VALLEY ELECTRIC C	CC017101	12/01/2017	ACCT.#12413301	411-8-814-341-000	9.15
CENTRAL VALLEY ELECTRIC C	CC017101	12/01/2017	ACCT.#12413101	411-8-814-341-000	10.01
CENTRAL VALLEY ELECTRIC C	CC017101	12/01/2017	ACCT.#12026501	411-8-814-341-000	51.49
CENTRAL VALLEY ELECTRIC C	CC017101	12/01/2017	ACCT.#12413201	411-8-814-341-000	45.08
<b>Vendor CENTRAL VALLEY ELECTRIC COOP Total:</b>					<b>1,241.77</b>
<b>Vendor: CHAVES COUNTY FEDERAL PAYROLL TAXES</b>					
CHAVES COUNTY FEDERAL P	CM0000034	12/07/2017	FICA PAYABLE	401-2-200-001-000	-170.34
CHAVES COUNTY FEDERAL P	CM0000035	12/07/2017	FEDERAL W/H PAYABLE	401-2-200-003-000	-137.35
CHAVES COUNTY FEDERAL P	CM0000036	12/07/2017	MEDICARE PAYABLE	401-2-200-006-000	-39.84
CHAVES COUNTY FEDERAL P	INV0001264	12/07/2017	FICA PAYABLE	401-2-200-001-000	29,121.00
CHAVES COUNTY FEDERAL P	INV0001264	12/07/2017	FICA PAYABLE	402-2-200-001-000	6,395.44
CHAVES COUNTY FEDERAL P	INV0001264	12/07/2017	FICA PAYABLE	427-2-200-001-000	352.30
CHAVES COUNTY FEDERAL P	INV0001264	12/07/2017	FICA PAYABLE	432-2-200-001-000	476.90
CHAVES COUNTY FEDERAL P	INV0001264	12/07/2017	FICA PAYABLE	435-2-200-001-000	305.94
CHAVES COUNTY FEDERAL P	INV0001264	12/07/2017	FICA PAYABLE	437-2-200-001-000	242.14
CHAVES COUNTY FEDERAL P	INV0001264	12/07/2017	FICA PAYABLE	452-2-200-001-000	1,869.10
CHAVES COUNTY FEDERAL P	INV0001265	12/07/2017	FEDERAL W/H PAYABLE	401-2-200-003-000	26,948.85
CHAVES COUNTY FEDERAL P	INV0001265	12/07/2017	FEDERAL W/H PAYABLE	402-2-200-003-000	3,544.34
CHAVES COUNTY FEDERAL P	INV0001265	12/07/2017	FEDERAL W/H PAYABLE	427-2-200-003-000	122.82
CHAVES COUNTY FEDERAL P	INV0001265	12/07/2017	FEDERAL W/H PAYABLE	431-2-200-003-000	27.58
CHAVES COUNTY FEDERAL P	INV0001265	12/07/2017	FEDERAL W/H PAYABLE	432-2-200-003-000	234.38
CHAVES COUNTY FEDERAL P	INV0001265	12/07/2017	FEDERAL W/H PAYABLE	435-2-200-003-000	123.82
CHAVES COUNTY FEDERAL P	INV0001265	12/07/2017	FEDERAL W/H PAYABLE	437-2-200-003-000	146.05
CHAVES COUNTY FEDERAL P	INV0001265	12/07/2017	FEDERAL W/H PAYABLE	452-2-200-003-000	1,537.80
CHAVES COUNTY FEDERAL P	INV0001266	12/07/2017	MEDICARE PAYABLE	401-2-200-006-000	9,248.96
CHAVES COUNTY FEDERAL P	INV0001266	12/07/2017	MEDICARE PAYABLE	402-2-200-006-000	1,495.70
CHAVES COUNTY FEDERAL P	INV0001266	12/07/2017	MEDICARE PAYABLE	427-2-200-006-000	82.38
CHAVES COUNTY FEDERAL P	INV0001266	12/07/2017	MEDICARE PAYABLE	431-2-200-006-000	7.54
CHAVES COUNTY FEDERAL P	INV0001266	12/07/2017	MEDICARE PAYABLE	432-2-200-006-000	111.54

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CHAVES COUNTY FEDERAL P	INV0001266	12/07/2017	MEDICARE PAYABLE	435-2-200-006-000	71.56
CHAVES COUNTY FEDERAL P	INV0001266	12/07/2017	MEDICARE PAYABLE	437-2-200-006-000	56.62
CHAVES COUNTY FEDERAL P	INV0001266	12/07/2017	MEDICARE PAYABLE	452-2-200-006-000	437.16
CHAVES COUNTY FEDERAL P	INV0001268	12/07/2017	FICA PAYABLE	401-2-200-001-000	164.48
CHAVES COUNTY FEDERAL P	INV0001269	12/07/2017	FEDERAL W/H PAYABLE	401-2-200-003-000	56.03
CHAVES COUNTY FEDERAL P	INV0001270	12/07/2017	MEDICARE PAYABLE	401-2-200-006-000	59.50
CHAVES COUNTY FEDERAL P	INV0001271	12/07/2017	FICA PAYABLE	401-2-200-001-000	913.02
CHAVES COUNTY FEDERAL P	INV0001272	12/07/2017	MEDICARE PAYABLE	401-2-200-006-000	213.52
CHAVES COUNTY FEDERAL P	INV0001277	12/07/2017	FICA PAYABLE	401-2-200-001-000	124.36
CHAVES COUNTY FEDERAL P	INV0001278	12/07/2017	FEDERAL W/H PAYABLE	401-2-200-003-000	81.75
CHAVES COUNTY FEDERAL P	INV0001279	12/07/2017	MEDICARE PAYABLE	401-2-200-006-000	29.08
CHAVES COUNTY FEDERAL P	INV0001281	12/07/2017	FICA PAYABLE	401-2-200-001-000	321.16
CHAVES COUNTY FEDERAL P	INV0001282	12/07/2017	FEDERAL W/H PAYABLE	401-2-200-003-000	232.63
CHAVES COUNTY FEDERAL P	INV0001283	12/07/2017	MEDICARE PAYABLE	401-2-200-006-000	75.10
<b>Vendor CHAVES COUNTY FEDERAL PAYROLL TAXES Total:</b>					<b>84,883.02</b>
<b>Vendor: COOPERATIVE EDUCATIONAL SVCS.</b>					
COOPERATIVE EDUCATIONAL	24-070056	12/01/2017	ACCT.#CHAVESCOUNTY	402-6-651-260-000	4.80
COOPERATIVE EDUCATIONAL	24-070056	12/01/2017	ACCT.#CHAVESCOUNTY	631-8-889-231-000	479.61
<b>Vendor COOPERATIVE EDUCATIONAL SVCS. Total:</b>					<b>484.41</b>
<b>Vendor: CUMBERLAND WATER CO-OP</b>					
CUMBERLAND WATER CO-O	CC017092	12/01/2017	ACCT.#G215	401-6-691-341-000	36.18
CUMBERLAND WATER CO-O	CC017098	12/01/2017	ACCT.#G105	410-8-816-341-000	45.12
CUMBERLAND WATER CO-O	CC017105	12/01/2017	ACCT.#B1085	408-8-812-340-000	21.43
<b>Vendor CUMBERLAND WATER CO-OP Total:</b>					<b>102.73</b>
<b>Vendor: GLOBE LIFE AND ACCIDENT INS</b>					
GLOBE LIFE AND ACCIDENT I	INV0001233	12/07/2017	GLOBE LIFE PAYABLE	401-2-200-016-000	283.22
GLOBE LIFE AND ACCIDENT I	INV0001233	12/07/2017	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: JARAMILLO ACCOUNTING GROUP</b>					
JARAMILLO ACCOUNTING GR	1202	12/01/2017	PROFESSIONAL SERVICES	401-6-619-260-000	15,057.40
<b>Vendor JARAMILLO ACCOUNTING GROUP Total:</b>					<b>15,057.40</b>
<b>Vendor: JEANINE CORN BEST</b>					
JEANINE CORN BEST	INV0001241	12/07/2017	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: LAKE ARTHUR, TOWN OF</b>					
LAKE ARTHUR, TOWN OF	CC017090	12/07/2017	ANNUAL ALLOCATION/FY 17-	635-6-671-420-000	15,000.00
<b>Vendor LAKE ARTHUR, TOWN OF Total:</b>					<b>15,000.00</b>
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>					
NEW MEXICO GAS COMPAN	CC017096	12/01/2017	ACCT.#076281612-0786941-	401-6-693-341-000	21.27
NEW MEXICO GAS COMPAN	CC017097	12/01/2017	ACCT.#076333413-0787459-	452-8-832-341-000	61.49
NEW MEXICO GAS COMPAN	CC017098	12/01/2017	ACCT.#076846512-1202378-	411-8-814-341-000	82.46
<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>					<b>165.22</b>
<b>Vendor: NM RETIREE HEALTH CARE AUTHORITY</b>					
NM RETIREE HEALTH CARE A	CM0000032	12/07/2017	NM RETIREE HEALTH CARE P	401-2-200-020-000	-32.95
NM RETIREE HEALTH CARE A	INV0001260	12/07/2017	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,514.19
NM RETIREE HEALTH CARE A	INV0001260	12/07/2017	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,676.63
NM RETIREE HEALTH CARE A	INV0001260	12/07/2017	NM RETIREE HEALTH CARE P	427-2-200-020-000	91.75
NM RETIREE HEALTH CARE A	INV0001260	12/07/2017	NM RETIREE HEALTH CARE P	432-2-200-020-000	127.16
NM RETIREE HEALTH CARE A	INV0001260	12/07/2017	NM RETIREE HEALTH CARE P	435-2-200-020-000	82.48
NM RETIREE HEALTH CARE A	INV0001260	12/07/2017	NM RETIREE HEALTH CARE P	437-2-200-020-000	58.58
NM RETIREE HEALTH CARE A	INV0001260	12/07/2017	NM RETIREE HEALTH CARE P	452-2-200-020-000	396.43
NM RETIREE HEALTH CARE A	INV0001261	12/07/2017	NM Retiree HealthCare Law	401-2-200-020-000	2,628.63
NM RETIREE HEALTH CARE A	INV0001261	12/07/2017	NM Retiree HealthCare Law	431-2-200-020-000	8.42
NM RETIREE HEALTH CARE A	INV0001275	12/07/2017	NM RETIREE HEALTH CARE P	401-2-200-020-000	32.95
<b>Vendor NM RETIREE HEALTH CARE AUTHORITY Total:</b>					<b>11,584.27</b>



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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: NM SECRETARY OF STATE</b>					
NM SECRETARY OF STATE	CC017087	12/04/2017	NOTARY APPLICATION FEE	401-7-721-253-000	20.00
<b>Vendor NM SECRETARY OF STATE Total:</b>					<b>20.00</b>
<b>Vendor: QWEST</b>					
QWEST	CC017094	12/01/2017	ACCT.#575-622-0255-344B	401-6-692-340-000	121.07
QWEST	CC017095	12/01/2017	ACCT.#575-622-0145-479B	432-7-761-340-000	57.03
<b>Vendor QWEST Total:</b>					<b>178.10</b>
<b>Vendor: ROSWELL CLINIC CORP</b>					
ROSWELL CLINIC CORP	CC017086	12/04/2017	ACCT.#1031897V1610	427-6-639-268-000	33.62
<b>Vendor ROSWELL CLINIC CORP Total:</b>					<b>33.62</b>
<b>Vendor: ROSWELL W.F.L.</b>					
ROSWELL W.F.L.	4 BA	12/07/2017	CONTINUUM GRANT/FY 17-1	631-8-885-267-000	8,256.00
ROSWELL W.F.L.	4 WT	12/07/2017	-CONTINUUM GRANT/FY	631-8-885-267-000	444.00
<b>Vendor ROSWELL W.F.L. Total:</b>					<b>8,700.00</b>
<b>Vendor: SIERRA MACHINERY INC</b>					
SIERRA MACHINERY INC	927896	12/01/2017	ACCT.#15458	452-8-832-373-000	370,929.30
<b>Vendor SIERRA MACHINERY INC Total:</b>					<b>370,929.30</b>
<b>Vendor: SOUTHWESTERN PUBLIC SERVICE CO</b>					
SOUTHWESTERN PUBLIC SER	CC017103	12/01/2017	ACCT.#54-1485939-1	401-6-691-243-000	5.04
<b>Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:</b>					<b>5.04</b>
<b>Vendor: STATE OF NEW MEXICO</b>					
STATE OF NEW MEXICO	INV0001236	12/07/2017	C Childress/Cause# 0001110	401-2-200-018-000	71.08
STATE OF NEW MEXICO	INV0001238	12/07/2017	A.Perez/Cause# 165742	401-2-200-018-000	151.85
STATE OF NEW MEXICO	INV0001240	12/07/2017	S Ouillette/000085580	401-2-200-018-000	201.23
STATE OF NEW MEXICO	INV0001243	12/07/2017	J.JOHNSON 000088516	401-2-200-018-000	417.72
STATE OF NEW MEXICO	INV0001244	12/07/2017	RAMIREZ/000327532	401-2-200-018-000	213.23
STATE OF NEW MEXICO	INV0001245	12/07/2017	000154416 J. TARIN	401-2-200-018-000	94.62
STATE OF NEW MEXICO	INV0001247	12/07/2017	325981 MATTA	402-2-200-018-000	102.49
STATE OF NEW MEXICO	INV0001248	12/07/2017	8954 MATTA	402-2-200-018-000	102.49
STATE OF NEW MEXICO	INV0001250	12/07/2017	000414506 SMITH	401-2-200-018-000	230.77
STATE OF NEW MEXICO	INV0001251	12/07/2017	000237989-SALSBERY	401-2-200-018-000	179.08
STATE OF NEW MEXICO	INV0001252	12/07/2017	000207247-PADILLA	401-2-200-018-000	138.37
STATE OF NEW MEXICO	INV0001253	12/07/2017	000161340-PADILLA	401-2-200-018-000	138.37
STATE OF NEW MEXICO	INV0001254	12/07/2017	000112931-PADILLA	401-2-200-018-000	138.37
<b>Vendor STATE OF NEW MEXICO Total:</b>					<b>2,179.67</b>
<b>Vendor: SUPER PLUMBING HEATING</b>					
SUPER PLUMBING HEATING	09517	12/01/2017	LABOR & MATERIAL	410-8-816-257-000	692.33
SUPER PLUMBING HEATING	09543	12/01/2017	LABOR & MATERIAL	410-8-816-257-000	946.29
SUPER PLUMBING HEATING	09544	12/01/2017	LABOR & MATERIAL	410-8-816-257-000	502.65
SUPER PLUMBING HEATING	09545	12/01/2017	LABOR & MATERIAL	410-8-816-257-000	660.60
SUPER PLUMBING HEATING	09550	12/01/2017	LABOR & MATERIAL	410-8-816-257-000	525.04
SUPER PLUMBING HEATING	09565	12/01/2017	LABOR & MATERIAL	410-8-816-257-000	329.10
SUPER PLUMBING HEATING	09569	12/01/2017	LABOR & MATERIAL	410-8-816-257-000	647.33
SUPER PLUMBING HEATING	09571	12/01/2017	LABOR & MATERIAL	410-8-816-257-000	7,848.44
SUPER PLUMBING HEATING	09571-EXTRA1	12/01/2017	LABOR & MATERIAL	410-8-816-257-000	293.93
SUPER PLUMBING HEATING	09571-XTRA2	12/01/2017	LABOR & MATERIAL	410-8-816-257-000	274.71
<b>Vendor SUPER PLUMBING HEATING Total:</b>					<b>12,720.42</b>
<b>Vendor: TEXAS CHILD SUPPORT SDU</b>					
TEXAS CHILD SUPPORT SDU	INV0001237	12/07/2017	AG# 0012436698/Cause#CC-	401-2-200-018-000	158.31
TEXAS CHILD SUPPORT SDU	INV0001246	12/07/2017	0013204962 Allan Covarrubi	401-2-200-018-000	216.92
TEXAS CHILD SUPPORT SDU	INV0001249	12/07/2017	0009646845 MATTA,RAY	402-2-200-011-000	102.49
<b>Vendor TEXAS CHILD SUPPORT SDU Total:</b>					<b>477.72</b>
<b>Vendor: TOWN OF DEXTER</b>					
TOWN OF DEXTER	CC017091	12/01/2017	ACCT.#1085	401-6-693-341-000	75.93
<b>Vendor TOWN OF DEXTER Total:</b>					<b>75.93</b>
<b>Vendor: TYLER TECHNOLOGIES</b>					
TYLER TECHNOLOGIES	025-206788	12/01/2017	ACCT.#42484	401-7-732-249-000	1,483.47

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TYLER TECHNOLOGIES	025-206788	12/01/2017	ACCT.#42484	628-7-733-249-000	1,483.47
TYLER TECHNOLOGIES	025-207292	12/01/2017	ACCT.#42486	401-6-619-267-000	33,073.94
<b>Vendor TYLER TECHNOLOGIES Total:</b>					<b>36,040.88</b>
<b>Vendor: U.S. DEPT OF EDUCATION</b>					
U.S. DEPT OF EDUCATION	INV0001262	12/07/2017	MOISES ESPINOZA #1025861	401-2-200-011-000	132.76
<b>Vendor U.S. DEPT OF EDUCATION Total:</b>					<b>132.76</b>
<b>Vendor: VALERIE J. RAMIREZ</b>					
VALERIE J. RAMIREZ	INV0001255	12/07/2017	H. RAMIREZ DM-2017-00105	401-2-200-018-000	729.40
<b>Vendor VALERIE J. RAMIREZ Total:</b>					<b>729.40</b>
<b>Vendor: WESTERN BUILDERS</b>					
WESTERN BUILDERS	CC017104	12/01/2017	PROJECT #15-C-NR-I-03-G-11	631-8-886-247-000	64,461.57
<b>Vendor WESTERN BUILDERS Total:</b>					<b>64,461.57</b>
<b>Grand Total:</b>					<b>628,438.67</b>

## Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	132,746.09
402 - ROAD FUND	13,911.50
408 - EAST GRAND PLAINS VOLFIRE	21.43
410 - MIDWAY VOLUNTEER FIRE FND	13,022.51
411 - BERRENDO VOLUNTEER FIRE	198.19
414 - CC FIRE DIST #8 VOL FIRE	111.91
427 - INDIGENT HOSPITAL CLAIMS	682.87
431 - PUBLIC SAFETY GRANT	50.75
432 - DWI GRANT FUNDS	1,007.01
435 - CORRECTION GRANTS	583.80
437 - ENVIRONMENTAL TAX	592.06
452 - FLOOD CONTROL	375,385.90
628 - PROPERTY VALUATION	1,483.47
631 - OTHER GRANTS & CONTRACTS	73,641.18
635 - EMERGENCY/CAPITAL OUTLAY	15,000.00
<b>Grand Total:</b>	<b>628,438.67</b>

## Account Summary

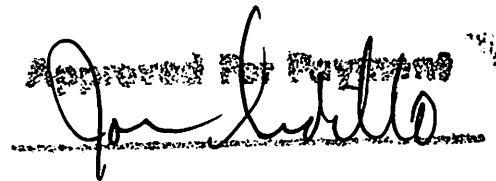
Account Number	Account Name	Expense Amount
401-2-200-001-000	FICA PAYABLE	30,473.68
401-2-200-003-000	FEDERAL WITHHOLDING	27,181.91
401-2-200-006-000	MEDICARE PAYABLE	9,586.32
401-2-200-011-000	MISCELLANEOUS PAYABL	132.76
401-2-200-016-000	GLOBE LIFE PAYABLE	283.22
401-2-200-018-000	CHILD ENFORCEMENT P	3,437.49
401-2-200-020-000	RETIREE H/C PAYABLE	9,142.82
401-6-619-260-000	PROFESSIONAL SERVICE	17,002.50
401-6-619-267-000	CONTRACTUAL SERVICES	33,073.94
401-6-691-243-000	HIGHWAY LIGHTS	673.53
401-6-691-341-000	UTILITIES	36.18
401-6-692-340-000	TELEPHONE	121.07
401-6-693-341-000	UTILITIES	97.20
401-7-721-253-000	DUES & OTHER FEES	20.00
401-7-732-249-000	EQUIPMENT MAINT/AG	1,483.47
402-2-200-001-000	FICA PAYABLE	6,395.44
402-2-200-003-000	FEDERAL WITHHOLDING	3,544.34
402-2-200-006-000	MEDICARE PAYABLE	1,495.70
402-2-200-011-000	MISCELLANEOUS PAYABL	102.49
402-2-200-016-000	GLOBE LIFE PAYABLE	413.35
402-2-200-018-000	CHILD ENFORCEMENT P	204.98
402-2-200-020-000	RETIREE H/C PAYABLE	1,676.63
402-6-651-260-000	PROFESSIONAL SERVICE	4.80
402-6-651-341-000	UTILITIES	73.77
408-8-812-340-000	TELEPHONE	21.43
410-8-816-257-000	FACILITY MAINTENANCE	12,720.42
410-8-816-341-000	UTILITIES	302.09
411-8-814-341-000	UTILITIES	198.19
414-8-819-341-000	UTILITIES	111.91
427-2-200-001-000	FICA PAYABLE	352.30
427-2-200-003-000	FEDERAL WITHHOLDING	122.82
427-2-200-006-000	MEDICARE PAYABLE	82.38
427-2-200-020-000	RETIREE H/C PAYABLE	91.75
427-6-639-268-000	CARE OF PRISONER SER	33.62
431-2-200-003-000	FEDERAL WITHHOLDING	27.58
431-2-200-006-000	MEDICARE TAX PAYABLE	7.54
431-2-200-018-000	CHILD ENFORCEMENT P	7.21
431-2-200-020-000	RETIREE H/C PAYABLE	8.42
432-2-200-001-000	FICA PAYABLE	476.90
432-2-200-003-000	FEDERAL WITHHOLDING	234.38

**Account Summary**

Account Number	Account Name	Expense Amount
432-2-200-006-000	MEDICARE PAYABLE	111.54
432-2-200-020-000	RETIREE H/C PAYABLE	127.16
432-7-761-340-000	TELEPHONE	57.03
435-2-200-001-000	FICA PAYABLE	305.94
435-2-200-003-000	FEDERAL WITHHOLDING	123.82
435-2-200-006-000	MEDICARE PAYABLE	71.56
435-2-200-020-000	RETIREE H/C PAYABLE	82.48
437-2-200-001-000	FICA PAYABLE	242.14
437-2-200-003-000	FEDERAL WITHHOLDING	146.05
437-2-200-006-000	MEDICARE PAYABLE	56.62
437-2-200-020-000	RETIREE H/C PAYABLE	58.58
437-6-659-341-000	UTILITIES	88.67
452-2-200-001-000	FICA PAYABLE	1,869.10
452-2-200-003-000	FEDERAL WITHHOLDING	1,537.80
452-2-200-006-000	MEDICARE PAYABLE	437.16
452-2-200-018-000	CHILD ENFORCEMENT P	154.62
452-2-200-020-000	RETIREE H/C PAYABLE	396.43
452-8-832-341-000	UTILITIES	61.49
452-8-832-373-000	HEAVY EQUIPMENT	370,929.30
628-7-733-249-000	EQUIPMENT MAINT/AG	1,483.47
631-8-885-267-000	OTHER CONTRACT SERVI	8,700.00
631-8-886-247-000	CONSTRUCTION	64,461.57
631-8-889-231-000	NON-EXPENDABLE SUPP	479.61
635-6-671-420-000	LAKE ARTHUR PUBLIC SA	15,000.00
	<b>Grand Total:</b>	<b>628,438.67</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	628,438.67
<b>Grand Total:</b>	<b>628,438.67</b>

Approved For Payment  




Chaves County, NM

# Expense Approval Register

Packet: APPKT00460 - CHECK RUN/12/11/17

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: CHARLES HOPKINS					
CHARLES HOPKINS	CC017111	12/11/2017	SHORT TERM DISABILITY	402-6-653-102-000	291.12
				Vendor CHARLES HOPKINS Total:	291.12
Vendor: OSBALDO VASQUEZ					
OSBALDO VASQUEZ	CC017112	12/11/2017	SHORT TERM DISABILITY	401-7-752-102-000	1,000.00
				Vendor OSBALDO VASQUEZ Total:	1,000.00
				Grand Total:	1,291.12

**Fund Summary**

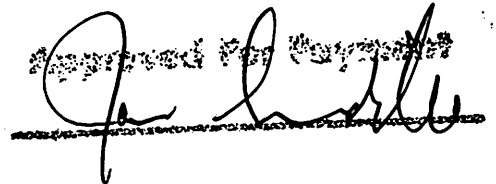
Fund	Expense Amount
401 - GENERAL FUND	1,000.00
402 - ROAD FUND	291.12
<b>Grand Total:</b>	<b>1,291.12</b>

**Account Summary**

Account Number	Account Name	Expense Amount
401-7-752-102-000	REGULAR SALARIES	1,000.00
402-6-653-102-000	REGULAR SALARIES	291.12
	<b>Grand Total:</b>	<b>1,291.12</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	1,291.12
<b>Grand Total:</b>	<b>1,291.12</b>

A handwritten signature in black ink, appearing to be "J. Smith", written over a horizontal line.



# Expense Approval Register

Packet: APPKT00464 - CHECK RUN/12/15/17

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: ABC PROPANE INC</b>					
ABC PROPANE INC	189738	12/01/2017	ACCT.#102721	452-8-832-223-000	1,313.73
ABC PROPANE INC	189739	12/01/2017	ACCT.#102721	452-8-832-223-000	2,547.33
ABC PROPANE INC	189755	12/01/2017	ACCT.#102721	452-8-832-223-000	1,202.09
ABC PROPANE INC	189756	12/01/2017	ACCT.#102721	452-8-832-223-000	449.46
ABC PROPANE INC	189787	12/01/2017	ACCT.#102721	452-8-832-223-000	1,315.92
ABC PROPANE INC	189791	12/01/2017	ACCT.#102721	452-8-832-223-000	1,653.32
<b>Vendor ABC PROPANE INC Total:</b>					<b>8,481.85</b>
<b>Vendor: AMERICAN GLASS &amp; GLAZING INC.</b>					
AMERICAN GLASS & GLAZIN	7195	12/03/2017	LABOR & MATERIAL	401-6-699-257-000	980.00
<b>Vendor AMERICAN GLASS &amp; GLAZING INC. Total:</b>					<b>980.00</b>
<b>Vendor: BELL GAS INC.</b>					
BELL GAS INC.	11868	12/06/2017	ACCT.#10693	402-6-653-223-000	18,231.16
BELL GAS INC.	228536	12/14/2017	ACCT.#070065	402-6-653-223-000	2,130.00
<b>Vendor BELL GAS INC. Total:</b>					<b>20,361.16</b>
<b>Vendor: BRANDON HEBERT</b>					
BRANDON HEBERT	8568	12/03/2017	RENTAL AND SERVICE	402-6-653-251-000	183.07
<b>Vendor BRANDON HEBERT Total:</b>					<b>183.07</b>
<b>Vendor: BRUCKNER TRUCK SALES</b>					
BRUCKNER TRUCK SALES	460653H	12/01/2017	ACCT.#H105500	402-6-653-221-000	76.75
<b>Vendor BRUCKNER TRUCK SALES Total:</b>					<b>76.75</b>
<b>Vendor: CARR AUTOMOTIVE</b>					
CARR AUTOMOTIVE	61993	12/01/2017	SUPPLIES	402-6-653-221-000	412.84
<b>Vendor CARR AUTOMOTIVE Total:</b>					<b>412.84</b>
<b>Vendor: CATERPILLAR FINANCIAL SERVICES</b>					
CATERPILLAR FINANCIAL SER	18446338	12/01/2017	ACCT.#47313	402-6-653-251-000	4,250.28
<b>Vendor CATERPILLAR FINANCIAL SERVICES Total:</b>					<b>4,250.28</b>
<b>Vendor: CHAVES COUNTY C.A.S.A.</b>					
CHAVES COUNTY C.A.S.A.	5 AE	12/13/2017	CONTINUUM GRANT/FY 17-1	631-8-885-267-000	4,125.00
CHAVES COUNTY C.A.S.A.	5 GS	12/13/2017	CONTINUUM GRANT/FY 17-1	631-8-885-267-000	2,200.00
CHAVES COUNTY C.A.S.A.	5 YA	12/13/2017	CONTINUUM GRANT	631-8-885-267-000	3,461.00
<b>Vendor CHAVES COUNTY C.A.S.A. Total:</b>					<b>9,786.00</b>
<b>Vendor: CINTAS CORPORATION #2</b>					
CINTAS CORPORATION #2	8403429542	12/01/2017	ACCT.#10187763	402-6-653-230-000	149.26
<b>Vendor CINTAS CORPORATION #2 Total:</b>					<b>149.26</b>
<b>Vendor: CITY OF ROSWELL</b>					
CITY OF ROSWELL	CC017117	12/01/2017	ACCT.#44	437-6-659-242-000	9,042.56
<b>Vendor CITY OF ROSWELL Total:</b>					<b>9,042.56</b>
<b>Vendor: COOPERATIVE EDUCATIONAL SVCS.</b>					
COOPERATIVE EDUCATIONAL	24-068053	12/01/2017	ACCT.#CHAVESCOUNTY	650-6-684-230-000	6,969.33
<b>Vendor COOPERATIVE EDUCATIONAL SVCS. Total:</b>					<b>6,969.33</b>
<b>Vendor: DEERE CREDIT INC</b>					
DEERE CREDIT INC	1924360	12/01/2017	CONTRACT #030-0065559-0	402-6-653-251-000	3,068.84
DEERE CREDIT INC	1924361	12/01/2017	CONTRACT #030-0065560-0	402-6-653-251-000	3,068.84
DEERE CREDIT INC	1924362	12/01/2017	CONTRACT #030-0065561-0	402-6-653-251-000	3,068.84
DEERE CREDIT INC	1924363	12/01/2017	ACCT.#1924363	402-6-653-251-000	3,068.84
DEERE CREDIT INC	1926122	12/01/2017	CONTRACT #030-0061556-0	402-6-653-251-000	6,606.86
<b>Vendor DEERE CREDIT INC Total:</b>					<b>18,882.22</b>

Expense Approval Register

Packet: APPKT00464 - CHECK RUN/12/15/17

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
<b>Vendor: ECOLAB INC</b>						
ECOLAB INC	7739798	12/01/2017	ACCT.#019526334	650-6-684-230-000	1,104.00	
					<b>Vendor ECOLAB INC Total:</b>	<b>1,104.00</b>
<b>Vendor: ELLETT ENTERPRISES</b>						
ELLETT ENTERPRISES	170404263	12/01/2017	LABOR	409-8-813-249-000	1,880.75	
					<b>Vendor ELLETT ENTERPRISES Total:</b>	<b>1,880.75</b>
<b>Vendor: ENCHANTMENT PEST CONTROL</b>						
ENCHANTMENT PEST CONTR	CC017108	12/08/2017	PEST CONTROL SERVICE	650-6-684-267-000	349.98	
					<b>Vendor ENCHANTMENT PEST CONTROL Total:</b>	<b>349.98</b>
<b>Vendor: GOODES WELDING INC.</b>						
GOODES WELDING INC.	07630	12/01/2017	SUPPLIES	402-6-653-221-000	32.80	
					<b>Vendor GOODES WELDING INC. Total:</b>	<b>32.80</b>
<b>Vendor: HERITAGE MEMORIAL ALLIANCE</b>						
HERITAGE MEMORIAL ALLIA	5653	12/01/2017	PERMIT #4625	427-6-639-296-000	600.00	
HERITAGE MEMORIAL ALLIA	5683	12/01/2017	PERMIT #4627	427-6-639-296-000	600.00	
					<b>Vendor HERITAGE MEMORIAL ALLIANCE Total:</b>	<b>1,200.00</b>
<b>Vendor: HOLCOMB LAW OFFICE</b>						
HOLCOMB LAW OFFICE	2043	12/01/2017	PROFESSIONAL SERVICES	401-6-611-260-000	735.84	
					<b>Vendor HOLCOMB LAW OFFICE Total:</b>	<b>735.84</b>
<b>Vendor: INLAND KENWORTH</b>						
INLAND KENWORTH	AL432615	12/01/2017	ACCT.#4646626	402-6-653-221-000	88.99	
INLAND KENWORTH	AL434921	12/01/2017	ACCT.#4646626	402-6-653-221-000	217.16	
INLAND KENWORTH	AL436294	12/01/2017	ACCT.#4646626/INV.#AL432	402-6-653-221-000	-659.33	
INLAND KENWORTH	AL436294	12/01/2017	ACCT.#4646626	402-6-653-221-000	728.08	
INLAND KENWORTH	AL436348	12/01/2017	ACCT.#4646626	402-6-653-221-000	325.96	
					<b>Vendor INLAND KENWORTH Total:</b>	<b>700.86</b>
<b>Vendor: KANSAS STATE BANK OF MANHATTAN</b>						
KANSAS STATE BANK OF MA	35-4	12/12/2017	ACCT.#3347498	402-6-653-251-000	1,410.42	
KANSAS STATE BANK OF MA	49-2	12/12/2017	ACCT.#3345504	402-6-653-251-000	1,545.01	
KANSAS STATE BANK OF MA	49-3	12/12/2017	ACCT.#3345505	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	236652	12/08/2017	LABOR & MATERIAL	401-6-691-257-000	161.53	
					<b>Vendor MASTERCLEAN Total:</b>	<b>161.53</b>
<b>Vendor: MIRANDA PEST CONTROL</b>						
MIRANDA PEST CONTROL	CC017113	12/02/2017	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	CC017121	12/05/2017	ACCT.#075706312-1236482-	414-8-819-341-000	90.75	
NEW MEXICO GAS COMPAN	CC017122	12/01/2017	ACCT.#076424512-0788370-	401-6-645-341-000	215.77	
NEW MEXICO GAS COMPAN	CC017122	12/01/2017	ACCT.#076424512-0788370-	401-6-692-341-000	1,102.66	
NEW MEXICO GAS COMPAN	CC017122	12/01/2017	ACCT.#076424512-0788370-	401-6-692-341-000	97.41	
					<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>	<b>1,506.59</b>
<b>Vendor: NEWMEX FUNERAL SERVICE</b>						
NEWMEX FUNERAL SERVICE	CC017134	12/01/2017	PERMIT #2850	427-6-639-296-000	600.00	
					<b>Vendor NEWMEX FUNERAL SERVICE Total:</b>	<b>600.00</b>
<b>Vendor: NICOLAS BERUMEN</b>						
NICOLAS BERUMEN	CC017029-1	12/13/2017	DEA TRAINING/11/26/17-12	430-7-753-225-000	34.00	
					<b>Vendor NICOLAS BERUMEN Total:</b>	<b>34.00</b>
<b>Vendor: NM GEN SVCS RISK MGMT</b>						
NM GEN SVCS RISK MGMT	CC017130	12/08/2017	PREMIUMS/FEES	401-2-200-007-000	220.00	
NM GEN SVCS RISK MGMT	CC017130	12/08/2017	PREMIUMS/FEES	401-2-200-007-000	155,893.59	
NM GEN SVCS RISK MGMT	CC017130	12/08/2017	PREMIUMS/FEES	401-2-200-007-000	-565.85	
NM GEN SVCS RISK MGMT	CC017130	12/08/2017	PREMIUMS/FEES	402-2-200-007-000	35,268.17	
NM GEN SVCS RISK MGMT	CC017130	12/08/2017	PREMIUMS/FEES	427-2-200-007-000	1,377.64	
NM GEN SVCS RISK MGMT	CC017130	12/08/2017	PREMIUMS/FEES	431-2-200-007-000	166.57	



Expense Approval Register

Packet: APPKT00464 - CHECK RUN/12/15/17

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM GEN SVCS RISK MGMT	CC017130	12/08/2017	PREMIUMS/FEES	432-2-200-007-000	2,515.73
NM GEN SVCS RISK MGMT	CC017130	12/08/2017	PREMIUMS/FEES	435-2-200-007-000	2,337.11
NM GEN SVCS RISK MGMT	CC017130	12/08/2017	PREMIUMS/FEES	452-2-200-007-000	9,455.17
NM GEN SVCS RISK MGMT	CC017131	12/08/2017	PREMIUMS	401-2-200-005-000	15.82
NM GEN SVCS RISK MGMT	CC017131	12/08/2017	PREMIUMS	401-2-200-005-000	2,258.00
NM GEN SVCS RISK MGMT	CC017131	12/08/2017	PREMIUMS	402-2-200-005-000	517.90
NM GEN SVCS RISK MGMT	CC017131	12/08/2017	PREMIUMS	427-2-200-005-000	20.40
NM GEN SVCS RISK MGMT	CC017131	12/08/2017	PREMIUMS	431-2-200-005-000	1.90
NM GEN SVCS RISK MGMT	CC017131	12/08/2017	PREMIUMS	432-2-200-005-000	35.30
NM GEN SVCS RISK MGMT	CC017131	12/08/2017	PREMIUMS	435-2-200-005-000	20.40
NM GEN SVCS RISK MGMT	CC017131	12/08/2017	PREMIUMS	437-2-200-005-000	19.10
NM GEN SVCS RISK MGMT	CC017131	12/08/2017	PREMIUMS	452-2-200-005-000	134.10
NM GEN SVCS RISK MGMT	CC017132	12/05/2017	PREMIUMS	401-2-200-021-000	1,570.79
NM GEN SVCS RISK MGMT	CC017132	12/05/2017	PREMIUMS	401-2-200-021-000	18.80
NM GEN SVCS RISK MGMT	CC017132	12/05/2017	PREMIUMS	401-2-200-021-000	-3.19
NM GEN SVCS RISK MGMT	CC017132	12/05/2017	PREMIUMS	402-2-200-021-000	322.14
NM GEN SVCS RISK MGMT	CC017132	12/05/2017	PREMIUMS	427-2-200-021-000	12.05
NM GEN SVCS RISK MGMT	CC017132	12/05/2017	PREMIUMS	431-2-200-021-000	1.75
NM GEN SVCS RISK MGMT	CC017132	12/05/2017	PREMIUMS	432-2-200-021-000	26.20
NM GEN SVCS RISK MGMT	CC017132	12/05/2017	PREMIUMS	435-2-200-021-000	27.29
NM GEN SVCS RISK MGMT	CC017132	12/05/2017	PREMIUMS	452-2-200-021-000	87.08
<b>Vendor NM GEN SVCS RISK MGMT Total:</b>					<b>211,753.96</b>
<b>Vendor: OCCAM CONSULTING ENGINEERS INC.</b>					
OCCAM CONSULTING ENGIN	CHA1601-15	12/01/2017	HOBSON ROAD CONST.	631-8-884-247-000	1,682.06
<b>Vendor OCCAM CONSULTING ENGINEERS INC. Total:</b>					<b>1,682.06</b>
<b>Vendor: QWEST</b>					
QWEST	CC017123	12/01/2017	ACCT.#N-575-622-0506-881	401-6-619-340-000	714.19
QWEST	CC017125	12/01/2017	ACCT.#575-623-2833-184B	412-8-815-340-000	54.71
<b>Vendor QWEST Total:</b>					<b>768.90</b>
<b>Vendor: ROSWELL CLINIC CORP</b>					
ROSWELL CLINIC CORP	CC017110	12/11/2017	ACCT.#1033362V1610	427-6-639-268-000	53.81
ROSWELL CLINIC CORP	CC017133	12/11/2017	ACCT.#1032216V1610	427-6-639-268-000	100.55
<b>Vendor ROSWELL CLINIC CORP Total:</b>					<b>154.36</b>
<b>Vendor: ROSWELL HOSPITAL CORP</b>					
ROSWELL HOSPITAL CORP	CC017115	12/13/2017	ACCT.#V020474821	427-6-639-268-000	1,537.56
<b>Vendor ROSWELL HOSPITAL CORP Total:</b>					<b>1,537.56</b>
<b>Vendor: SOUTHWESTERN PUBLIC SERVICE CO</b>					
SOUTHWESTERN PUBLIC SER	CC017126	12/01/2017	ACCT.#54-3943758-6	401-6-691-243-000	43.88
SOUTHWESTERN PUBLIC SER	CC017127	12/01/2017	ACCT.#54-3943777-9	401-6-691-243-000	33.34
SOUTHWESTERN PUBLIC SER	CC017128	12/08/2017	ACCT.#54-3943804-3	401-6-693-341-000	1,218.95
SOUTHWESTERN PUBLIC SER	CC017129	12/07/2017	ACCT.#54-3949473-4	411-8-814-341-000	161.90
<b>Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:</b>					<b>1,458.07</b>
<b>Vendor: WAKEFIELD OIL CO. INC.</b>					
WAKEFIELD OIL CO. INC.	143887	12/04/2017	ACCT.#CHAVES	402-6-653-230-000	992.81
<b>Vendor WAKEFIELD OIL CO. INC. Total:</b>					<b>992.81</b>
<b>Vendor: WEX BANK</b>					
WEX BANK	52201872	12/01/2017	ACCT.#0496-00-237636-6	401-7-752-223-000	-13.71
WEX BANK	52201872	12/01/2017	ACCT.#0496-00-237636-6	401-7-752-223-000	1,240.06
WEX BANK	52201872	12/01/2017	ACCT.#0496-00-237636-6	412-8-815-227-000	162.70
WEX BANK	52201872	12/01/2017	ACCT.#0496-00-237636-6	414-8-819-227-000	364.34
<b>Vendor WEX BANK Total:</b>					<b>1,753.39</b>
<b>Grand Total:</b>					<b>312,510.14</b>

## Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	165,937.88 ✓
402 - ROAD FUND	86,650.70 ✓
409 - PENASCO VOLUNTEER FIRE FD	1,880.75
411 - BERRENDO VOLUNTEER FIRE	161.90
412 - SIERRA VOLUNTEER FIRE FND	217.41
414 - CC FIRE DIST #8 VOL FIRE	455.09
427 - INDIGENT HOSPITAL CLAIMS	4,902.01
430 - LAW ENFORCEMENT GRANT	34.00
431 - PUBLIC SAFETY GRANT	170.22
432 - DWI GRANT FUNDS	2,577.23 ✓
435 - CORRECTION GRANTS	2,384.80
437 - ENVIRONMENTAL TAX	9,061.66
452 - FLOOD CONTROL	18,185.12
631 - OTHER GRANTS & CONTRACTS	11,468.06
650 - DETENTION CONSTRUCTION PJ	8,423.31
<b>Grand Total:</b>	<b>312,510.14</b>

## Account Summary

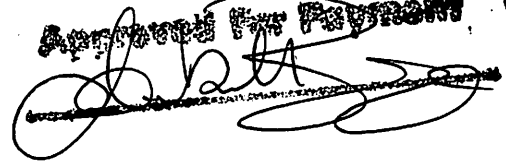
Account Number	Account Name	Expense Amount
401-2-200-005-000	GROUP INSURANCE PAY	2,273.82
401-2-200-007-000	MEDICAL INSURANCE PA	155,547.74
401-2-200-021-000	VISION CARE PAYABLE	1,586.40
401-6-611-260-000	PROFESSIONAL SERVICE	735.84
401-6-619-340-000	TELEPHONE	714.19
401-6-645-341-000	UTILITIES	215.77
401-6-691-243-000	HIGHWAY LIGHTS	77.22
401-6-691-257-000	FACILITY MAINT/REPAIR	161.53
401-6-692-341-000	UTILITIES	1,200.07
401-6-693-341-000	UTILITIES	1,218.95
401-6-699-257-000	FACILITY MAINTENANCE	980.00
401-7-752-223-000	VEHICLE FUELS	1,226.35
402-2-200-005-000	GROUP INSURANCE PAY	517.90
402-2-200-007-000	MEDICAL INSURANCE PA	35,268.17
402-2-200-021-000	VISION CARE PAYABLE	322.14
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	1,223.25
402-6-653-223-000	VEHICLE FUELS	20,361.16
402-6-653-230-000	SUPPLIES/TOOLS	1,142.07
402-6-653-251-000	RENTALS	27,816.01
409-8-813-249-000	EQUIPMENT MAINT/REP	1,880.75
411-8-814-341-000	UTILITIES	161.90
412-8-815-227-000	TRANSPORTATION EXPE	162.70
412-8-815-340-000	TELEPHONE	54.71
414-8-819-227-000	TRANSPORTATION EXPE	364.34
414-8-819-341-000	UTILITIES	90.75
427-2-200-005-000	GROUP INSURANCE PAY	20.40
427-2-200-007-000	MEDICAL INSURANCE PA	1,377.64
427-2-200-021-000	VISION CARE PAYABLE	12.05
427-6-639-268-000	CARE OF PRISONER SER	1,691.92
427-6-639-296-000	INDIGENT BURIAL	1,800.00
430-7-753-225-000	TRAVEL/TRAINING/PER	34.00
431-2-200-005-000	GROUP INSURANCE PAY	1.90
431-2-200-007-000	MEDICAL INSURANCE PA	166.57
431-2-200-021-000	VISION CARE PAYABLE	1.75
432-2-200-005-000	GROUP INSURANCE PAY	35.30
432-2-200-007-000	MEDICAL INS. PAYABLE	2,515.73
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
435-2-200-021-000	VISION CARE PAYABLE	27.29

**Account Summary**

Account Number	Account Name	Expense Amount
437-2-200-005-000	GROUP INSURANCE PAY	19.10
437-6-659-242-000	LANDFILL EXPENSES	9,042.56
452-2-200-005-000	GROUP INSURANCE PAY	134.10
452-2-200-007-000	MEDICAL INSURANCE PA	9,455.17
452-2-200-021-000	VISION CARE PAYABLE	87.08
452-8-832-223-000	VEHICLE FUELS	8,481.85
452-8-832-267-000	CONTRACTUAL SERVICES	26.92
631-8-884-247-000	CONSTRUCTION	1,682.06
631-8-885-267-000	OTHER CONTRACT SERVI	9,786.00
650-6-684-230-000	SUPPLIES/TOOLS	8,073.33
650-6-684-267-000	CONTRACTUAL SERVICES	349.98
	<b>Grand Total:</b>	<b>312,510.14</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	312,510.14
<b>Grand Total:</b>	<b>312,510.14</b>

**Approved For Payment**  




# Expense Approval Register

Packet: APPKT00473 - CHECK RUN/12/22/17

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	INV0001298	12/21/2017	ALTON'S POWER BLOCK GYM	402-2-200-024-000	26.95
ALTON'S POWER BLOCK GYM	INV0001298	12/21/2017	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: BAMBI NALLEY</b>					
BAMBI NALLEY	INV0001305	12/21/2017	SEELY DM-2013-443	401-2-200-018-000	115.38
<b>Vendor BAMBI NALLEY Total:</b>					<b>115.38</b>
<b>Vendor: CARRIE HARDY</b>					
CARRIE HARDY	INV0001302	12/21/2017	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
<b>Vendor CARRIE HARDY Total:</b>					<b>250.00</b>
<b>Vendor: CHAVES COUNTY FEDERAL PAYROLL TAXES</b>					
CHAVES COUNTY FEDERAL P	INV0001287	12/08/2017	FICA PAYABLE	401-2-200-001-000	17.70
CHAVES COUNTY FEDERAL P	INV0001288	12/08/2017	MEDICARE PAYABLE	401-2-200-006-000	4.14
CHAVES COUNTY FEDERAL P	INV0001289	12/08/2017	FICA PAYABLE	401-2-200-001-000	11.20
CHAVES COUNTY FEDERAL P	INV0001290	12/08/2017	MEDICARE PAYABLE	401-2-200-006-000	2.62
CHAVES COUNTY FEDERAL P	INV0001291	12/15/2017	FICA PAYABLE	401-2-200-001-000	161.12
CHAVES COUNTY FEDERAL P	INV0001292	12/15/2017	MEDICARE PAYABLE	401-2-200-006-000	37.68
CHAVES COUNTY FEDERAL P	INV0001327	12/21/2017	FICA PAYABLE	401-2-200-001-000	29,818.16
CHAVES COUNTY FEDERAL P	INV0001327	12/21/2017	FICA PAYABLE	402-2-200-001-000	7,114.34
CHAVES COUNTY FEDERAL P	INV0001327	12/21/2017	FICA PAYABLE	427-2-200-001-000	379.22
CHAVES COUNTY FEDERAL P	INV0001327	12/21/2017	FICA PAYABLE	432-2-200-001-000	525.56
CHAVES COUNTY FEDERAL P	INV0001327	12/21/2017	FICA PAYABLE	435-2-200-001-000	340.94
CHAVES COUNTY FEDERAL P	INV0001327	12/21/2017	FICA PAYABLE	437-2-200-001-000	248.62
CHAVES COUNTY FEDERAL P	INV0001327	12/21/2017	FICA PAYABLE	452-2-200-001-000	2,137.44
CHAVES COUNTY FEDERAL P	INV0001328	12/21/2017	FEDERAL W/H PAYABLE	401-2-200-003-000	28,828.84
CHAVES COUNTY FEDERAL P	INV0001328	12/21/2017	FEDERAL W/H PAYABLE	402-2-200-003-000	4,201.62
CHAVES COUNTY FEDERAL P	INV0001328	12/21/2017	FEDERAL W/H PAYABLE	427-2-200-003-000	149.03
CHAVES COUNTY FEDERAL P	INV0001328	12/21/2017	FEDERAL W/H PAYABLE	432-2-200-003-000	285.19
CHAVES COUNTY FEDERAL P	INV0001328	12/21/2017	FEDERAL W/H PAYABLE	435-2-200-003-000	158.41
CHAVES COUNTY FEDERAL P	INV0001328	12/21/2017	FEDERAL W/H PAYABLE	437-2-200-003-000	148.33
CHAVES COUNTY FEDERAL P	INV0001328	12/21/2017	FEDERAL W/H PAYABLE	452-2-200-003-000	1,864.90
CHAVES COUNTY FEDERAL P	INV0001329	12/21/2017	MEDICARE PAYABLE	401-2-200-006-000	9,549.76
CHAVES COUNTY FEDERAL P	INV0001329	12/21/2017	MEDICARE PAYABLE	402-2-200-006-000	1,663.78
CHAVES COUNTY FEDERAL P	INV0001329	12/21/2017	MEDICARE PAYABLE	427-2-200-006-000	88.70
CHAVES COUNTY FEDERAL P	INV0001329	12/21/2017	MEDICARE PAYABLE	432-2-200-006-000	122.92
CHAVES COUNTY FEDERAL P	INV0001329	12/21/2017	MEDICARE PAYABLE	435-2-200-006-000	79.74
CHAVES COUNTY FEDERAL P	INV0001329	12/21/2017	MEDICARE PAYABLE	437-2-200-006-000	58.14
CHAVES COUNTY FEDERAL P	INV0001329	12/21/2017	MEDICARE PAYABLE	452-2-200-006-000	499.92
CHAVES COUNTY FEDERAL P	INV0001331	12/19/2017	FICA PAYABLE	401-2-200-001-000	145.00
CHAVES COUNTY FEDERAL P	INV0001332	12/19/2017	FEDERAL W/H PAYABLE	401-2-200-003-000	52.98
CHAVES COUNTY FEDERAL P	INV0001333	12/19/2017	MEDICARE PAYABLE	401-2-200-006-000	54.72
CHAVES COUNTY FEDERAL P	INV0001335	12/21/2017	FICA PAYABLE	401-2-200-001-000	36.92
CHAVES COUNTY FEDERAL P	INV0001336	12/21/2017	FEDERAL W/H PAYABLE	401-2-200-003-000	6.05
CHAVES COUNTY FEDERAL P	INV0001337	12/21/2017	MEDICARE PAYABLE	401-2-200-006-000	8.64
CHAVES COUNTY FEDERAL P	INV0001342	12/19/2017	FICA PAYABLE	401-2-200-001-000	23.60
CHAVES COUNTY FEDERAL P	INV0001343	12/19/2017	MEDICARE PAYABLE	401-2-200-006-000	5.52
CHAVES COUNTY FEDERAL P	INV0001345	12/21/2017	FICA PAYABLE	401-2-200-001-000	75.84
CHAVES COUNTY FEDERAL P	INV0001346	12/21/2017	FEDERAL W/H PAYABLE	401-2-200-003-000	5.58
CHAVES COUNTY FEDERAL P	INV0001347	12/21/2017	MEDICARE PAYABLE	401-2-200-006-000	17.74
<b>Vendor CHAVES COUNTY FEDERAL PAYROLL TAXES Total:</b>					<b>88,930.61</b>
<b>Vendor: COOPERATIVE EDUCATIONAL SVCS.</b>					
COOPERATIVE EDUCATIONAL	24-070475	12/15/2017	ACCT.#CHAVESCOUNTY	402-6-651-230-000	213.32
COOPERATIVE EDUCATIONAL	24-070476	12/15/2017	ACCT.#CHAVESCOUNTY	401-6-645-230-000	300.36

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COOPERATIVE EDUCATIONAL	24-070477	12/15/2017	ACCT.#CHAVESCOUNTY	401-6-645-230-000	35.94
COOPERATIVE EDUCATIONAL	24-070478	12/15/2017	ACCT.#CHAVESCOUNTY	401-6-645-230-000	179.02
COOPERATIVE EDUCATIONAL	24-070479	12/15/2017	ACCT.#CHAVESCOUNTY	650-6-684-230-000	1,997.58
COOPERATIVE EDUCATIONAL	24-070480	12/15/2017	ACCT.#CHAVESCOUNTY	650-6-684-230-000	4,489.14
COOPERATIVE EDUCATIONAL	24-070481	12/15/2017	ACCT.#CHAVESCOUNTY	650-6-684-230-000	17.97
COOPERATIVE EDUCATIONAL	24-070588	12/19/2017	ACCT.#CHAVESCOUNTY	631-8-884-247-000	4,789.71
<b>Vendor COOPERATIVE EDUCATIONAL SVCS. Total:</b>					<b>12,023.04</b>
<b>Vendor: CRAMER COMPUTER SUPPLIES</b>					
CRAMER COMPUTER SUPPLI	27303	12/11/2017	TAX FORMS 2017	401-6-631-230-000	543.06
<b>Vendor CRAMER COMPUTER SUPPLIES Total:</b>					<b>543.06</b>
<b>Vendor: DEERE CREDIT INC</b>					
DEERE CREDIT INC	1930562	12/09/2017	CONTRACT #030-0061556-0	402-6-653-251-000	5,229.55
<b>Vendor DEERE CREDIT INC Total:</b>					<b>5,229.55</b>
<b>Vendor: FULLER PLUMBING SUPPLY</b>					
FULLER PLUMBING SUPPLY	5275199-IN	12/01/2017	SUPPLIES	401-6-696-230-000	325.27
<b>Vendor FULLER PLUMBING SUPPLY Total:</b>					<b>325.27</b>
<b>Vendor: HERITAGE MEMORIAL ALLIANCE</b>					
HERITAGE MEMORIAL ALLIA	5682	12/01/2017	PERMIT #4629	427-6-639-296-000	600.00
HERITAGE MEMORIAL ALLIA	5685	12/01/2017	PERMIT #4621	427-6-639-296-000	600.00
<b>Vendor HERITAGE MEMORIAL ALLIANCE Total:</b>					<b>1,200.00</b>
<b>Vendor: JEANINE CORN BEST</b>					
JEANINE CORN BEST	INV0001304	12/21/2017	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: JOEL RAMIREZ</b>					
JOEL RAMIREZ	CC017135	12/14/2017	PAMPA, TX/12/14/17	650-6-684-228-000	10.00
<b>Vendor JOEL RAMIREZ Total:</b>					<b>10.00</b>
<b>Vendor: LANGFORD TRACTOR WORK</b>					
LANGFORD TRACTOR WORK	738	12/01/2017	LABOR & MATERIAL	452-8-832-230-000	14,292.00
<b>Vendor LANGFORD TRACTOR WORK Total:</b>					<b>14,292.00</b>
<b>Vendor: LEGALSHIELD</b>					
LEGALSHIELD	INV0001296	12/21/2017	LEGAL SHIELD PAYABLE	401-2-200-022-000	467.35
LEGALSHIELD	INV0001296	12/21/2017	LEGAL SHIELD PAYABLE	402-2-200-022-000	144.50
<b>Vendor LEGALSHIELD Total:</b>					<b>611.85</b>
<b>Vendor: NEW MEXICO BOARD OF PHARMACY</b>					
NEW MEXICO BOARD OF PH	CC017141	12/20/2017	FACILITY INSPECTION	410-8-816-253-000	150.00
<b>Vendor NEW MEXICO BOARD OF PHARMACY Total:</b>					<b>150.00</b>
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>					
NEW MEXICO GAS COMPAN	CC017157	12/13/2017	ACCT.#115435453-0797988-	401-6-699-341-000	56.09
NEW MEXICO GAS COMPAN	CC017158	12/07/2017	ACCT.#076846512-0792590-	411-8-814-341-000	102.69
NEW MEXICO GAS COMPAN	CC017159	12/08/2017	ACCT.#077058012-0794705-	410-8-816-341-000	142.40
NEW MEXICO GAS COMPAN	CC017160	12/08/2017	ACCT.#077227312-1237385-	408-8-812-341-000	88.16
NEW MEXICO GAS COMPAN	CC017160	12/08/2017	ACCT.#077227312-0796398-	408-8-812-341-000	149.22
NEW MEXICO GAS COMPAN	CC017161	12/14/2017	ACCT.#077702112-0801146-	402-6-651-341-000	728.86
NEW MEXICO GAS COMPAN	CC017162	12/14/2017	ACCT.#077726812-0801393-	412-8-815-341-000	129.15
NEW MEXICO GAS COMPAN	CC017163	12/07/2017	ACCT.#077937001-0803495-	411-8-814-341-000	69.98
NEW MEXICO GAS COMPAN	CC017164	12/13/2017	ACCT.#077991703-0797981-	401-6-691-341-000	56.09
NEW MEXICO GAS COMPAN	CC017165	12/13/2017	ACCT.#077991703-0797982-	401-6-691-341-000	114.02
NEW MEXICO GAS COMPAN	CC017166	12/13/2017	ACCT.#077991703-0804041-	401-6-691-341-000	54.49
NEW MEXICO GAS COMPAN	CC017167	12/13/2017	ACCT.#115435453-1201470-	401-6-612-341-000	24.33
NEW MEXICO GAS COMPAN	CC017167	12/13/2017	ACCT.#115435453-1201470-	401-6-613-341-000	16.18
NEW MEXICO GAS COMPAN	CC017167	12/13/2017	ACCT.#115435453-1201470-	401-6-616-341-000	16.18
NEW MEXICO GAS COMPAN	CC017167	12/13/2017	ACCT.#115435453-1201470-	401-6-621-341-000	16.18
NEW MEXICO GAS COMPAN	CC017167	12/13/2017	ACCT.#115435453-1201470-	401-6-621-341-000	24.21
NEW MEXICO GAS COMPAN	CC017167	12/13/2017	ACCT.#115435453-1201470-	401-6-622-341-000	61.37
NEW MEXICO GAS COMPAN	CC017167	12/13/2017	ACCT.#115435453-1201470-	401-6-624-341-000	74.20
NEW MEXICO GAS COMPAN	CC017167	12/13/2017	ACCT.#115435453-1201470-	401-6-625-341-000	16.18
NEW MEXICO GAS COMPAN	CC017167	12/13/2017	ACCT.#115435453-1201470-	401-6-631-341-000	33.47

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO GAS COMPAN	CC017167	12/13/2017	ACCT.#115435453-1201470-	401-6-632-341-000	21.65
NEW MEXICO GAS COMPAN	CC017167	12/13/2017	ACCT.#115435453-1201470-	401-7-721-341-000	229.75
NEW MEXICO GAS COMPAN	CC017167	12/13/2017	ACCT.#115435453-1201470-	401-7-731-341-000	136.24
NEW MEXICO GAS COMPAN	CC017167	12/13/2017	ACCT.#115435453-1201470-	401-7-741-341-000	98.64
NEW MEXICO GAS COMPAN	CC017167	12/13/2017	ACCT.#115435453-1201470-	401-7-751-341-000	313.77
NEW MEXICO GAS COMPAN	CC017167	12/13/2017	ACCT.#115435453-1201470-	427-6-638-341-000	33.48
NEW MEXICO GAS COMPAN	CC017168	12/13/2017	ACCT.#115435453-1203867-	401-6-612-341-000	1.15
NEW MEXICO GAS COMPAN	CC017168	12/13/2017	ACCT.#115435453-1203867-	401-6-613-341-000	0.77
NEW MEXICO GAS COMPAN	CC017168	12/13/2017	ACCT.#115435453-1203867-	401-6-616-341-000	0.77
NEW MEXICO GAS COMPAN	CC017168	12/13/2017	ACCT.#115435453-1203867-	401-6-621-341-000	0.77
NEW MEXICO GAS COMPAN	CC017168	12/13/2017	ACCT.#115435453-1203867-	401-6-622-341-000	1.15
NEW MEXICO GAS COMPAN	CC017168	12/13/2017	ACCT.#115435453-1203867-	401-6-622-341-000	2.91
NEW MEXICO GAS COMPAN	CC017168	12/13/2017	ACCT.#115435453-1203867-	401-6-624-341-000	3.52
NEW MEXICO GAS COMPAN	CC017168	12/13/2017	ACCT.#115435453-1203867-	401-6-625-341-000	0.77
NEW MEXICO GAS COMPAN	CC017168	12/13/2017	ACCT.#115435453-1203867-	401-6-631-341-000	1.59
NEW MEXICO GAS COMPAN	CC017168	12/13/2017	ACCT.#115435453-1203867-	401-6-632-341-000	1.03
NEW MEXICO GAS COMPAN	CC017168	12/13/2017	ACCT.#115435453-1203867-	401-7-721-341-000	10.90
NEW MEXICO GAS COMPAN	CC017168	12/13/2017	ACCT.#115435453-1203867-	401-7-731-341-000	6.46
NEW MEXICO GAS COMPAN	CC017168	12/13/2017	ACCT.#115435453-1203867-	401-7-741-341-000	4.68
NEW MEXICO GAS COMPAN	CC017168	12/13/2017	ACCT.#115435453-1203867-	401-7-751-341-000	14.88
NEW MEXICO GAS COMPAN	CC017168	12/13/2017	ACCT.#115435453-1203867-	427-6-638-341-000	1.57
<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>					<b>2,859.90</b>

**Vendor: NM RETIREE HEALTH CARE AUTHORITY**

NM RETIREE HEALTH CARE A	INV0001286	12/08/2017	NM RETIREE HEALTH CARE P	401-2-200-020-000	4.28
NM RETIREE HEALTH CARE A	INV0001322	12/21/2017	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,565.61
NM RETIREE HEALTH CARE A	INV0001322	12/21/2017	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,691.18
NM RETIREE HEALTH CARE A	INV0001322	12/21/2017	NM RETIREE HEALTH CARE P	427-2-200-020-000	91.75
NM RETIREE HEALTH CARE A	INV0001322	12/21/2017	NM RETIREE HEALTH CARE P	432-2-200-020-000	127.16
NM RETIREE HEALTH CARE A	INV0001322	12/21/2017	NM RETIREE HEALTH CARE P	435-2-200-020-000	82.48
NM RETIREE HEALTH CARE A	INV0001322	12/21/2017	NM RETIREE HEALTH CARE P	437-2-200-020-000	58.58
NM RETIREE HEALTH CARE A	INV0001322	12/21/2017	NM RETIREE HEALTH CARE P	452-2-200-020-000	396.43
NM RETIREE HEALTH CARE A	INV0001323	12/21/2017	NM Retiree HealthCare Law	401-2-200-020-000	2,592.32
NM RETIREE HEALTH CARE A	INV0001341	12/19/2017	NM RETIREE HEALTH CARE P	401-2-200-020-000	5.71
<b>Vendor NM RETIREE HEALTH CARE AUTHORITY Total:</b>					<b>11,615.50</b>

**Vendor: NMAC MANAGERS AFFILIATE**

NMAC MANAGERS AFFILIATE	CC017183	12/21/2017	ANNUAL MEMBERSHIP DUES	401-6-612-253-000	100.00
<b>Vendor NMAC MANAGERS AFFILIATE Total:</b>					<b>100.00</b>

**Vendor: QWEST**

QWEST	CC017146	12/13/2017	ACCT.#575-347-2145-601B	410-8-816-340-000	81.30
QWEST	CC017147	12/01/2017	ACCT. #N-575-622-0159-876	401-7-751-340-000	673.95
QWEST	CC017147	12/01/2017	ACCT.#N-575-622-0354-081	401-7-751-340-000	70.20
QWEST	CC017148	12/01/2017	ACCT.#N-575-622-0163-429	401-6-645-340-000	70.20
QWEST	CC017149	12/01/2017	ACCT.#N-575-624-0006-751	650-6-684-340-000	237.60
QWEST	CC017150	12/10/2017	ACCT.#575-624-8550-470B	408-8-812-340-000	67.49
QWEST	CC017151	12/04/2017	ACCT.#575-627-0081-230B	402-6-651-340-000	56.62
QWEST	CC017152	12/04/2017	ACCT.#575-627-5495-192B	435-6-643-340-000	101.04
QWEST	CC017153	12/04/2017	ACCT.#575-627-7554-233B	427-6-638-340-000	55.08
QWEST	CC017154	12/04/2017	ACCT.#575-627-4325-553B	401-6-619-340-000	22.77
QWEST	CC017155	12/01/2017	ACCT.#N-575-622-0507-708	401-6-619-340-000	714.19
QWEST	CC017156	12/10/2017	ACCT.#575-624-6527-471B	401-6-619-340-000	66.18
QWEST	CC017179	12/04/2017	ACCT.#575-627-0977-957B	401-6-691-340-000	94.78
QWEST	CC017180	12/01/2017	ACCT.#N-575-622-0219-677	401-6-691-340-000	70.20
QWEST	CC017180	12/01/2017	ACCT.#N-575-622-0220-678	401-6-691-340-000	70.20
QWEST	CC017181	12/04/2017	ACCT.#575-627-7162-074B	408-8-812-340-000	78.15
QWEST	CC017182	12/10/2017	ACCT.#575-623-8371-753B	402-6-651-340-000	73.94
<b>Vendor QWEST Total:</b>					<b>2,603.89</b>

**Vendor: SANDRA L. ANAYA**

SANDRA L. ANAYA	CC017137	12/19/2017	WORKERS COMPENSATION	401-6-642-102-000	384.36
<b>Vendor SANDRA L. ANAYA Total:</b>					<b>384.36</b>

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: SOUTHWESTERN PUBLIC SERVICE CO</b>					
SOUTHWESTERN PUBLIC SER	CC017169	12/13/2017	ACCT.#54-1797003-1	401-6-691-243-000	124.10
SOUTHWESTERN PUBLIC SER	CC017170	12/14/2017	ACCT.#54-3949471-2	650-6-684-341-000	9,541.96
SOUTHWESTERN PUBLIC SER	CC017171	12/15/2017	ACCT.#54-3943737-1	401-6-691-243-000	42.64
SOUTHWESTERN PUBLIC SER	CC017172	12/14/2017	ACCT.#54-3943798-4	401-6-691-243-000	87.98
SOUTHWESTERN PUBLIC SER	CC017173	12/12/2017	ACCT.#54-1632663-1	401-6-691-341-000	33.10
SOUTHWESTERN PUBLIC SER	CC017173	12/12/2017	ACCT.#54-1632663-1	401-6-691-341-000	446.47
SOUTHWESTERN PUBLIC SER	CC017173	12/12/2017	ACCT.#54-1632663-1	401-6-699-341-000	84.83
SOUTHWESTERN PUBLIC SER	CC017173	12/12/2017	ACCT.#54-1632663-1	401-6-699-341-000	206.50
SOUTHWESTERN PUBLIC SER	CC017173	12/12/2017	ACCT.#54-1632663-1	401-6-699-341-000	171.68
SOUTHWESTERN PUBLIC SER	CC017173	12/12/2017	ACCT.#54-1632663-1	401-6-699-341-000	227.90
SOUTHWESTERN PUBLIC SER	CC017174	12/13/2017	ACCT.#54-3943719-9	401-6-691-243-000	80.39
SOUTHWESTERN PUBLIC SER	CC017175	12/11/2017	ACCT.#54-3943824-7	401-6-612-341-000	106.69
SOUTHWESTERN PUBLIC SER	CC017175	12/11/2017	ACCT.#54-3943824-7	401-6-613-341-000	106.69
SOUTHWESTERN PUBLIC SER	CC017175	12/11/2017	ACCT.#54-3943824-7	401-6-616-341-000	106.69
SOUTHWESTERN PUBLIC SER	CC017175	12/11/2017	ACCT.#54-3943824-7	401-6-621-341-000	213.38
SOUTHWESTERN PUBLIC SER	CC017175	12/11/2017	ACCT.#54-3943824-7	401-6-621-341-000	106.69
SOUTHWESTERN PUBLIC SER	CC017175	12/11/2017	ACCT.#54-3943824-7	401-6-622-341-000	404.69
SOUTHWESTERN PUBLIC SER	CC017175	12/11/2017	ACCT.#54-3943824-7	401-6-624-341-000	489.31
SOUTHWESTERN PUBLIC SER	CC017175	12/11/2017	ACCT.#54-3943824-7	401-6-625-341-000	106.69
SOUTHWESTERN PUBLIC SER	CC017175	12/11/2017	ACCT.#54-3943824-7	401-6-631-341-000	220.74
SOUTHWESTERN PUBLIC SER	CC017175	12/11/2017	ACCT.#54-3943824-7	401-6-632-341-000	142.75
SOUTHWESTERN PUBLIC SER	CC017175	12/11/2017	ACCT.#54-3943824-7	401-7-721-341-000	1,515.02
SOUTHWESTERN PUBLIC SER	CC017175	12/11/2017	ACCT.#54-39438/24-7	401-7-731-341-000	898.42
SOUTHWESTERN PUBLIC SER	CC017175	12/11/2017	ACCT.#54-3943824-7	401-7-741-341-000	650.45
SOUTHWESTERN PUBLIC SER	CC017175	12/11/2017	ACCT.#54-3943824-7	401-7-751-341-000	2,069.08
SOUTHWESTERN PUBLIC SER	CC017175	12/11/2017	ACCT.#54-3943824-7	427-6-638-341-000	220.74
SOUTHWESTERN PUBLIC SER	CC017176	12/15/2017	ACCT.#54-3949421-2	412-8-815-341-000	93.73
SOUTHWESTERN PUBLIC SER	CC017177	12/14/2017	ACCT.#54-3949465-4	402-6-651-341-000	818.82
SOUTHWESTERN PUBLIC SER	CC017178	12/12/2017	ACCT.#54-3943725-7	408-8-812-341-000	103.12
SOUTHWESTERN PUBLIC SER	CC017178	12/12/2017	ACCT.#54-7497040-6	408-8-812-341-000	92.78
<b>Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:</b>					<b>19,514.03</b>
<b>Vendor: STATE OF NEW MEXICO</b>					
STATE OF NEW MEXICO	INV0001299	12/21/2017	C Childress/Cause# 0001110	401-2-200-018-000	71.08
STATE OF NEW MEXICO	INV0001301	12/21/2017	A.Perez/Cause# 165742	401-2-200-018-000	151.85
STATE OF NEW MEXICO	INV0001303	12/21/2017	S Ouillette/000085580	401-2-200-018-000	201.23
STATE OF NEW MEXICO	INV0001306	12/21/2017	J.JOHNSON 000088516	401-2-200-018-000	417.72
STATE OF NEW MEXICO	INV0001307	12/21/2017	RAMIREZ/000327532	401-2-200-018-000	213.23
STATE OF NEW MEXICO	INV0001308	12/21/2017	000154416 J. TARIN	401-2-200-018-000	94.62
STATE OF NEW MEXICO	INV0001310	12/21/2017	325981 MATTA	402-2-200-018-000	102.49
STATE OF NEW MEXICO	INV0001311	12/21/2017	8954 MATTA	402-2-200-018-000	102.49
STATE OF NEW MEXICO	INV0001313	12/21/2017	000237989-SALS BERRY	401-2-200-018-000	179.08
STATE OF NEW MEXICO	INV0001314	12/21/2017	000207247-PADILLA	401-2-200-018-000	138.37
STATE OF NEW MEXICO	INV0001315	12/21/2017	000161340-PADILLA	401-2-200-018-000	138.37
STATE OF NEW MEXICO	INV0001316	12/21/2017	000112931-PADILLA	401-2-200-018-000	138.37
<b>Vendor STATE OF NEW MEXICO Total:</b>					<b>1,948.90</b>
<b>Vendor: STATE OF NM OF FINANCE</b>					
STATE OF NM OF FINANCE	CC017185	12/01/2017	SAFETY NET CARE POOL/FY 1	427-6-639-271-000	239,960.10
<b>Vendor STATE OF NM OF FINANCE Total:</b>					<b>239,960.10</b>
<b>Vendor: SUMMIT FOOD SERVICE LLC</b>					
SUMMIT FOOD SERVICE LLC	INV2000018018	12/13/2017	ACCT.#C1921000	650-6-684-264-000	51,684.41
SUMMIT FOOD SERVICE LLC	INV2000018019	12/13/2017	ACCT.#C1921001	401-6-645-264-000	2,207.10
<b>Vendor SUMMIT FOOD SERVICE LLC Total:</b>					<b>53,891.51</b>
<b>Vendor: TEXAS CHILD SUPPORT SDU</b>					
TEXAS CHILD SUPPORT SDU	INV0001300	12/21/2017	AG# 0012436698/Cause#CC-	401-2-200-018-000	158.31
TEXAS CHILD SUPPORT SDU	INV0001309	12/21/2017	0013204962 Allan Covarrubi	401-2-200-018-000	216.92
TEXAS CHILD SUPPORT SDU	INV0001312	12/21/2017	0009646845 MATTA,RAY	402-2-200-011-000	102.49
<b>Vendor TEXAS CHILD SUPPORT SDU Total:</b>					<b>477.72</b>

Expense Approval Register

Packet: APPKT00473 - CHECK RUN/12/22/17

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: U.S. DEPT OF EDUCATION</b>					
U.S. DEPT OF EDUCATION	INV0001324	12/21/2017	MOISES ESPINOZA #1025861	401-2-200-011-000	132.76
Vendor U.S. DEPT OF EDUCATION Total:					<u>132.76</u>
<b>Vendor: U.S. DEPT OF THE TREASURY/DEBT MANAGEMENT</b>					
U.S. DEPT OF THE TREASURY	INV0001325	12/21/2017	Case#6891616/Debt#44602	401-2-200-011-000	110.59
Vendor U.S. DEPT OF THE TREASURY/DEBT MANAGEMENT Total:					<u>110.59</u>
<b>Vendor: UNITED WAY OF CHAVES COUNTY</b>					
UNITED WAY OF CHAVES CO	INV0001294	12/21/2017	UNITED WAY PAYABLE	401-2-200-010-000	470.22
UNITED WAY OF CHAVES CO	INV0001294	12/21/2017	UNITED WAY PAYABLE	402-2-200-010-000	35.00
UNITED WAY OF CHAVES CO	INV0001294	12/21/2017	UNITED WAY PAYABLE	427-2-200-010-000	6.00
UNITED WAY OF CHAVES CO	INV0001294	12/21/2017	UNITED WAY PAYABLE	452-2-200-010-000	10.00
UNITED WAY OF CHAVES CO	INV0001338	12/19/2017	UNITED WAY PAYABLE	401-2-200-010-000	1.00
Vendor UNITED WAY OF CHAVES COUNTY Total:					<u>522.22</u>
<b>Vendor: VALERIE J. RAMIREZ</b>					
VALERIE J. RAMIREZ	INV0001317	12/21/2017	H. RAMIREZ DM-2017-00105	401-2-200-018-000	729.40
Vendor VALERIE J. RAMIREZ Total:					<u>729.40</u>
<b>Vendor: WAKEFIELD OIL CO. INC.</b>					
WAKEFIELD OIL CO. INC.	144254	12/13/2017	ACCT.#CHAVES	402-6-653-230-000	520.78
Vendor WAKEFIELD OIL CO. INC. Total:					<u>520.78</u>
<b>Grand Total:</b>					<u><u>459,258.09</u></u>



## Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	98,412.63
402 - ROAD FUND	22,826.73
408 - EAST GRAND PLAINS VOLFIRE	578.92
410 - MIDWAY VOLUNTEER FIRE FND	373.70
411 - BERRENDO VOLUNTEER FIRE	172.67
412 - SIERRA VOLUNTEER FIRE FND	222.88
427 - INDIGENT HOSPITAL CLAIMS	242,209.77
432 - DWI GRANT FUNDS	1,060.83
435 - CORRECTION GRANTS	762.61
437 - ENVIRONMENTAL TAX	513.67
452 - FLOOD CONTROL	19,355.31
631 - OTHER GRANTS & CONTRACTS	4,789.71
650 - DETENTION CONSTRUCTION PJ	67,978.66
<b>Grand Total:</b>	<b>459,258.09</b>

## Account Summary

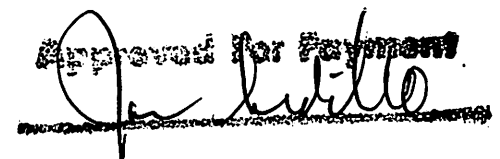
Account Number	Account Name	Expense Amount
401-2-200-001-000	FICA PAYABLE	30,289.54
401-2-200-003-000	FEDERAL WITHHOLDING	28,893.45
401-2-200-006-000	MEDICARE PAYABLE	9,680.82
401-2-200-010-000	UNITED WAY PAYABLE	471.22
401-2-200-011-000	MISCELLANEOUS PAYABL	243.35
401-2-200-018-000	CHILD ENFORCEMENT P	3,213.93
401-2-200-020-000	RETIREE H/C PAYABLE	9,167.92
401-2-200-022-000	PRE-PAID LEGAL PAYABL	467.35
401-6-612-253-000	DUES & OTHER FEES	100.00
401-6-612-341-000	UTILITIES	132.17
401-6-613-341-000	UTILITIES	123.64
401-6-616-341-000	UTILITIES	123.64
401-6-619-340-000	TELEPHONE	803.14
401-6-621-341-000	UTILITIES	362.38
401-6-622-341-000	UTILITIES	468.97
401-6-624-341-000	UTILITIES	567.03
401-6-625-341-000	UTILITIES	123.64
401-6-631-230-000	SUPPLIES/TOOLS	543.06
401-6-631-341-000	UTILITIES	255.80
401-6-632-341-000	UTILITIES	165.43
401-6-642-102-000	REGULAR SALARIES	384.36
401-6-645-230-000	SUPPLIES/TOOLS	515.32
401-6-645-264-000	FEEDING OF PRISONERS	2,207.10
401-6-645-340-000	TELEPHONE	70.20
401-6-691-243-000	HIGHWAY LIGHTS	335.11
401-6-691-340-000	TELEPHONE	235.18
401-6-691-341-000	UTILITIES	704.17
401-6-696-230-000	SUPPLIES/TOOLS	325.27
401-6-699-341-000	UTILITIES	747.00
401-7-721-341-000	UTILITIES	1,755.67
401-7-731-341-000	UTILITIES	1,041.12
401-7-741-341-000	UTILITIES	753.77
401-7-751-340-000	TELEPHONE	744.15
401-7-751-341-000	UTILITIES	2,397.73
402-2-200-001-000	FICA PAYABLE	7,114.34
402-2-200-003-000	FEDERAL WITHHOLDING	4,201.62
402-2-200-006-000	MEDICARE PAYABLE	1,663.78
402-2-200-010-000	UNITED WAY PAYABLE	35.00
402-2-200-011-000	MISCELLANEOUS PAYABL	102.49
402-2-200-018-000	CHILD ENFORCEMENT P	204.98
402-2-200-020-000	RETIREE H/C PAYABLE	1,691.18
402-2-200-022-000	PRE-PAID LEGAL PAYABL	144.50

**Account Summary**

Account Number	Account Name	Expense Amount
402-2-200-024-000	ALTONS POWER BLOCK	26.95
402-6-651-230-000	SUPPLIES/TOOLS	213.32
402-6-651-340-000	TELEPHONE	130.56
402-6-651-341-000	UTILITIES	1,547.68
402-6-653-230-000	SUPPLIES/TOOLS	520.78
402-6-653-251-000	RENTALS	5,229.55
408-8-812-340-000	TELEPHONE	145.64
408-8-812-341-000	UTILITIES	433.28
410-8-816-253-000	DUES & OTHER FEES	150.00
410-8-816-340-000	TELEPHONE	81.30
410-8-816-341-000	UTILITIES	142.40
411-8-814-341-000	UTILITIES	172.67
412-8-815-341-000	UTILITIES	222.88
427-2-200-001-000	FICA PAYABLE	379.22
427-2-200-003-000	FEDERAL WITHHOLDING	149.03
427-2-200-006-000	MEDICARE PAYABLE	88.70
427-2-200-010-000	UNITED WAY PAYABLE	6.00
427-2-200-020-000	RETIREE H/C PAYABLE	91.75
427-2-200-024-000	ALTONS POWER BLOCK	24.10
427-6-638-340-000	TELEPHONE	55.08
427-6-638-341-000	UTILITIES	255.79
427-6-639-271-000	SAFETY NET CARE POOL	239,960.10
427-6-639-296-000	INDIGENT BURIAL	1,200.00
432-2-200-001-000	FICA PAYABLE	525.56
432-2-200-003-000	FEDERAL WITHHOLDING	285.19
432-2-200-006-000	MEDICARE PAYABLE	122.92
432-2-200-020-000	RETIREE H/C PAYABLE	127.16
435-2-200-001-000	FICA PAYABLE	340.94
435-2-200-003-000	FEDERAL WITHHOLDING	158.41
435-2-200-006-000	MEDICARE PAYABLE	79.74
435-2-200-020-000	RETIREE H/C PAYABLE	82.48
435-6-643-340-000	TELEPHONE	101.04
437-2-200-001-000	FICA PAYABLE	248.62
437-2-200-003-000	FEDERAL WITHHOLDING	148.33
437-2-200-006-000	MEDICARE PAYABLE	58.14
437-2-200-020-000	RETIREE H/C PAYABLE	58.58
452-2-200-001-000	FICA PAYABLE	2,137.44
452-2-200-003-000	FEDERAL WITHHOLDING	1,864.90
452-2-200-006-000	MEDICARE PAYABLE	499.92
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	396.43
452-8-832-230-000	SUPPLIES/TOOLS	14,292.00
631-8-884-247-000	CONSTRUCTION	4,789.71
650-6-684-228-000	TRANSPORT PRISONERS	10.00
650-6-684-230-000	SUPPLIES/TOOLS	6,504.69
650-6-684-264-000	FEEDING OF PRISONERS	51,684.41
650-6-684-340-000	TELEPHONE	237.60
650-6-684-341-000	UTILITIES	9,541.96
	<b>Grand Total:</b>	<b>459,258.09</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	459,258.09
<b>Grand Total:</b>	<b>459,258.09</b>

*Approved for Payment*  




# Expense Approval Register

Packet: APPKT00476 - CHECK RUN/12/29/17

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: AMANDA BEAGLES-CLARK</b>					
AMANDA BEAGLES-CLARK	CC017209	12/29/2017	EMOTIONAL SURVIVAL/01/0	430-7-753-225-000	32.00
<b>Vendor AMANDA BEAGLES-CLARK Total:</b>					<b>32.00</b>
<b>Vendor: BELL GAS INC.</b>					
BELL GAS INC.	11997	12/18/2017	ACCT.#10693	402-6-653-223-000	18,831.19
<b>Vendor BELL GAS INC. Total:</b>					<b>18,831.19</b>
<b>Vendor: COOPERATIVE EDUCATIONAL SVCS.</b>					
COOPERATIVE EDUCATIONAL	24-070819	12/28/2017	ACCT.#CHAVESCOUNTY	401-6-611-260-000	2,636.19
<b>Vendor COOPERATIVE EDUCATIONAL SVCS. Total:</b>					<b>2,636.19</b>
<b>Vendor: DEERE CREDIT INC</b>					
DEERE CREDIT INC	CC017188	12/18/2017	APPLICATION ID #12520649	402-6-653-251-000	3,031.48
DEERE CREDIT INC	CC017189	12/18/2017	APPLICATION ID #12519717	402-6-653-251-000	3,031.48
<b>Vendor DEERE CREDIT INC Total:</b>					<b>6,062.96</b>
<b>Vendor: INLAND KENWORTH</b>					
INLAND KENWORTH	AL437201	12/05/2017	ACCT.#4646626	402-6-653-221-000	173.46
<b>Vendor INLAND KENWORTH Total:</b>					<b>173.46</b>
<b>Vendor: MARIA CASSIDY</b>					
MARIA CASSIDY	CC017208	12/29/2017	EMOTIONAL SURVIVAL/01/0	430-7-753-225-000	32.00
<b>Vendor MARIA CASSIDY Total:</b>					<b>32.00</b>
<b>Vendor: NANCY FRAM</b>					
NANCY FRAM	CC017204	12/29/2017	LEASE/110 E. MESCALERO	635-6-682-375-000	11,000.00
<b>Vendor NANCY FRAM Total:</b>					<b>11,000.00</b>
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>					
NEW MEXICO GAS COMPAN	CC017202	12/14/2017	ACCT.#075706312-0781188-	412-8-815-341-000	237.67
NEW MEXICO GAS COMPAN	CC017203	12/20/2017	ACCT.#078156501-0805690-	650-6-684-341-000	1,742.19
<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>					<b>1,979.86</b>
<b>Vendor: OLIVIA PADILLA</b>					
OLIVIA PADILLA	CC017207	12/29/2017	EMOTIONAL SURVIVAL/01/0	430-7-753-225-000	32.00
<b>Vendor OLIVIA PADILLA Total:</b>					<b>32.00</b>
<b>Vendor: REBECCA CHAVEZ</b>					
REBECCA CHAVEZ	CC017206	12/29/2017	EMOTIONAL SURVIVAL/01/0	430-7-753-225-000	32.00
<b>Vendor REBECCA CHAVEZ Total:</b>					<b>32.00</b>
<b>Vendor: ROSWELL CLINIC CORP</b>					
ROSWELL CLINIC CORP	CC017186	12/27/2017	ACCT.#1036984V1610	427-6-639-268-000	202.52
ROSWELL CLINIC CORP	CC017186	12/27/2017	ACCT.#1036984V1610	427-6-639-268-000	45.25
<b>Vendor ROSWELL CLINIC CORP Total:</b>					<b>247.77</b>
<b>Vendor: SOUTHWESTERN PUBLIC SERVICE CO</b>					
SOUTHWESTERN PUBLIC SER	CC017190	12/20/2017	ACCT.#54-3943811-2	452-8-832-341-000	82.50
SOUTHWESTERN PUBLIC SER	CC017193	12/22/2017	ACCT.#54-3949442-7	401-6-645-341-000	1,074.66
SOUTHWESTERN PUBLIC SER	CC017193	12/22/2017	ACCT.#54-3949442-7	401-6-692-341-000	5,491.78
SOUTHWESTERN PUBLIC SER	CC017193	12/22/2017	ACCT.#54-3949442-7	401-6-692-341-000	485.15
SOUTHWESTERN PUBLIC SER	CC017194	12/20/2017	ACCT.#54-3943782-6	412-8-815-341-000	60.39
SOUTHWESTERN PUBLIC SER	CC017194	12/20/2017	ACCT.#54-3943785-9	412-8-815-341-000	49.05
SOUTHWESTERN PUBLIC SER	CC017195	12/18/2017	ACCT.#54-3943772-4	401-6-691-243-000	32.27
SOUTHWESTERN PUBLIC SER	CC017196	12/22/2017	ACCT.#54-3943607-4	401-7-751-341-000	121.84
SOUTHWESTERN PUBLIC SER	CC017197	12/20/2017	ACCT.#54-0010784288-9	412-8-815-341-000	87.47
SOUTHWESTERN PUBLIC SER	CC017198	12/18/2017	ACCT.#54-1485939-1	401-6-693-341-000	37.80
SOUTHWESTERN PUBLIC SER	CC017199	12/18/2017	ACCT.#54-3943703-1	401-6-691-243-000	35.97
SOUTHWESTERN PUBLIC SER	CC017200	12/18/2017	ACCT.#54-3943686-9	401-6-691-243-000	40.01

Expense Approval Register

Packet: APPKT00476 - CHECK RUN/12/29/17

Vendor Name	Payable Number	Post Date
SOUTHWESTERN PUBLIC SER	CC017201	12/20/2017
Vendor: WEST PUBLISHING CORPORATION		
WEST PUBLISHING CORPORA	837268760	12/01/2017

Description (Item)	Account Number	Amount
ACCT.#54-8936266-1	412-8-815-341-000	172.68
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:		7,771.57

ACCT.#1000312126	401-7-741-237-000	279.19
Vendor WEST PUBLISHING CORPORATION Total:		279.19

Grand Total: 49,110.19

**Fund Summary**

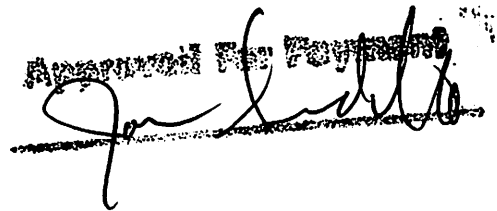
Fund	Expense Amount
401 - GENERAL FUND	10,234.86
402 - ROAD FUND	25,067.61
412 - SIERRA VOLUNTEER FIRE FND	607.26
427 - INDIGENT HOSPITAL CLAIMS	247.77
430 - LAW ENFORCEMENT GRANT	128.00
452 - FLOOD CONTROL	82.50
635 - EMERGENCY/CAPITAL OUTLAY	11,000.00
650 - DETENTION CONSTRUCTION PJ	1,742.19
<b>Grand Total:</b>	<b>49,110.19</b>

**Account Summary**

Account Number	Account Name	Expense Amount
401-6-611-260-000	PROFESSIONAL SERVICE	2,636.19
401-6-645-341-000	UTILITIES	1,074.66
401-6-691-243-000	HIGHWAY LIGHTS	108.25
401-6-692-341-000	UTILITIES	5,976.93
401-6-693-341-000	UTILITIES	37.80
401-7-741-237-000	SUBSCRIPTIONS/PUBLIC	279.19
401-7-751-341-000	UTILITIES	121.84
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	173.46
402-6-653-223-000	VEHICLE FUELS	18,831.19
402-6-653-251-000	RENTALS	6,062.96
412-8-815-341-000	UTILITIES	607.26
427-6-639-268-000	CARE OF PRISONER SER	247.77
430-7-753-225-000	TRAVEL/TRAINING/PER	128.00
452-8-832-341-000	UTILITIES	82.50
635-6-682-375-000	LEASE PURCHASES	11,000.00
650-6-684-341-000	UTILITIES	1,742.19
<b>Grand Total:</b>	<b>49,110.19</b>	

**Project Account Summary**

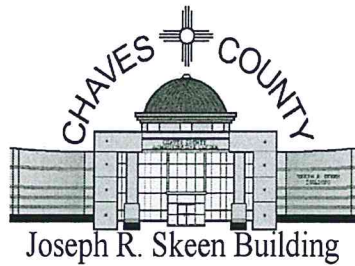
Project Account Key	Expense Amount
**None**	49,110.19
<b>Grand Total:</b>	<b>49,110.19</b>



**Chaves County Clerk's Office**

**COMMISSIONERS**

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



- 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

**Chaves County Clerk  
 Summary Report -  
 12/01/2017 - 12/31/2017**

<b>CLERK FEES (EQUIPMENT) .....</b>	<b>\$</b>	<b>5,593.00</b>
<b>GEN CLERK'S FEES .....</b>	<b>\$</b>	<b>14,682.00</b>
<b>LIQUOR LICENSE .....</b>	<b>\$</b>	<b>-</b>
<b>CHILDREN'S TRUST FUND .....</b>	<b>\$</b>	<b>555.00</b>
<b>PROBATE .....</b>	<b>\$</b>	<b>366.00</b>
<b>PHOTOCOPIES.....</b>	<b>\$</b>	<b>973.51</b>
<b>GOVT GROSS RECEIPTS TAX .....</b>	<b>\$</b>	<b>113.47</b>
<b>TOTAL AMOUNT:</b>	<b>\$</b>	<b>22,282.98</b>

**TOTAL DOCUMENTS FILED                      721**

**NEW MARRIAGE LICENSES                      37**  
**NEW PROBATES                                      9**  
**NEW SURVEYS                                        8**  
**NEW PLATS    1**

**NEW VOTERS                                        113**  
**VOTER CHANGES                                239**

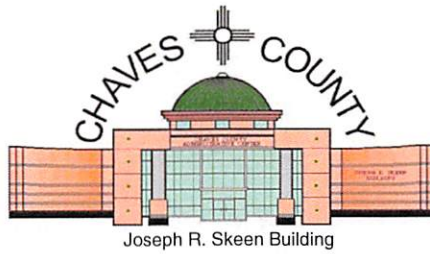
# December 2017 P-Card Report

Account	Department	Item Total
401-2-200 Total	Benefit Source (Payroll)	\$16,120.15
401-6-611 Total	Commissioners	\$1,694.00
401-6-612 Total	County Manager	\$520.71
401-6-613 Total	Human Resources	\$291.21
401-6-616 Total	Fire & Emerg Services	\$745.16
401-6-619 Total	Working Capital	\$9,978.82
401-6-621 Total	Public Works	\$2,234.62
401-6-622 Total	Information Technology	\$5,675.45
401-6-624 Total	Planning & Zoning	\$1,935.43
401-6-625 Total	Purchasing	\$456.36
401-6-631 Total	Finance Dept	\$613.44
401-6-632 Total	Community Development	\$36.80
401-6-641 Total	Detention Administration	\$1,824.62
401-6-642 Total	Adult Detention	\$422.00
401-6-645 Total	Juvenile CCJD	\$720.40
401-6-691 Total	Facility Maintenance	\$4,207.46
401-6-692 Total	Courthouse Maintenance	\$3,688.35
401-6-693 Total	Facility Maint. Health Dept.	\$721.40
401-6-694 Total	Facility Maint. CC Road Dept.	\$1,215.74
401-6-696 Total	Operating Exp - CCDC	\$871.45
401-6-699 Total	St. Mary Complex	\$2,947.46
401-7-721 Total	Clerk Admin	\$863.47
401-7-722 Total	Clerk Bureau Elec.	\$91.06
401-7-731 Total	Assessor Admin	\$2,287.93
401-7-732 Total	Assessor Appraisal	\$2,698.51
401-7-741 Total	Treasurer Dept.	\$500.35
401-7-751 Total	Sheriff Admin	\$7,554.05
401-7-752 Total	Sheriff Patrol & Investigation	\$887.34
402-6-651 Total	Road Admin	\$4,565.31
402-6-652 Total	Road Shop	\$2,102.30
402-6-653 Total	Road Construction & Maintenance	\$27,847.34
407-8-811 Total	Dunken FD	\$311.98
408-8-812 Total	East Grand Plains FD	\$748.91
409-8-813 Total	Penasco FD	\$1,158.51
410-8-816 Total	Midway FD	\$4,728.34
411-8-814 Total	Berrendo FD	\$13,900.38

<b>411-8-820 Total</b>	<b>Berrendo FD</b>	<b>\$38.34</b>
<b>412-8-815 Total</b>	<b>Sierra FD</b>	<b>\$3,693.16</b>
<b>413-8-818 Total</b>	<b>Rio Felix FD</b>	<b>\$428.61</b>
<b>414-8-819 Total</b>	<b>Fire District #8</b>	<b>\$3,741.82</b>
<b>427-6-638 Total</b>	<b>Indigent</b>	<b>\$739.56</b>
<b>430-7-753 Total</b>	<b>Law Enforcement</b>	<b>\$2,263.60</b>
<b>432-7-761 Total</b>	<b>DWI</b>	<b>\$1,219.58</b>
<b>432-7-765 Total</b>	<b>DWI</b>	<b>\$265.27</b>
<b>435-6-643 Total</b>	<b>Court Services</b>	<b>\$52.56</b>
<b>452-8-832 Total</b>	<b>Flood Dept.</b>	<b>\$7,578.41</b>
<b>620-7-725 Total</b>	<b>Clerk</b>	<b>\$22,000.00</b>
<b>628-7-733 Total</b>	<b>Assessor</b>	<b>\$5,965.47</b>
<b>631-8-886 Total</b>	<b>Other Grant's &amp; Contracts</b>	<b>\$181.68</b>
<b>650-6-684 Total</b>	<b>CCDC Construction Fund</b>	<b>\$13,166.49</b>
<b>670-6-671 Total</b>	<b>Internal Services</b>	<b>\$7,155.40</b>
<b>Grand Total</b>		<b>\$195,656.76</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

**December 2017**

MAN-HOURS	6,653.00	
MANPOWER COST		\$188,851.83
MAN-HOURS ON ROAD PROJECTS	4,447.00	
MANPOWER COST ON ROAD PROJECTS		\$132,345.90
MILES BLADED	106.68	
MILES MOWED	0.00	
VEHICLE MILEAGE and OFF-ROAD HOURS	4,021.40	
VEHICLE AND EQUIPMENT COSTS		\$155,113.81
GALLONS WATER HAULED	190,175.00	
COST OF CITY WATER		\$144.74
COST OF PRIVATE BILLED WATER		\$0.00
MATERIAL HAULED (cubic yards)		
CHIPS USED ON ROAD PROJECTS	0.00	\$0.00
BASE COURSE USED ON ROAD PROJECTS	700.00	\$2,338.00
COLD MIX USED ON ROAD PROJECTS	23.40	\$1,638.00
DIRT/TOP SOIL	630.00	\$6,300.00
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		\$0.00
PRIMER		\$0.00
CHFRS-2P		\$0.00
DEMURRAGE		\$0.00
GAS (gallons)	1779.70	\$3,854.63
DIESEL (gallons)	6187.47	\$15,369.14
GAS - Dunken (gallons)	147.90	\$317.74
DIESEL - Dunken (gallons)	285.00	\$705.53
COST OF ROADWORK		\$318,367.49
COST OF SOLID WASTE		\$8,655.24

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



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

## Sheriff's Monthly Statistics Report December 2017

Commission Meeting: January 23, 2018

<u>Total Number of Arrests:</u>	<u>90</u>
Adult:	85
Juvenile:	5

<u>Total Number of DWI's:</u>	<u>10</u>
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<u>Total Number of Arrest Citations:</u>	<u>13</u>
Adult:	7
Juvenile:	6

<u>Total Number of Traffic Citations:</u>	<u>99</u>
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<u>Total Number of Accident Reports:</u>	<u>6</u>
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CCSO Mileage Report  
November 2017

Unit #	Year	Make	Model	Assigned to	Mileage Beg.	Mileage End	Total
900	2013	Ford	Taurus	Parmer, Jeromy	101501	102150	649
901	2016	Ford	F-250 Crew Cab	Drake, Charles	51596	52100	504
902	2009	Ford	F-150	Ouillette, Scott	165100	166104	1004
903	2014	Ford	F-150	Serna, Jimmy (AC)	48114	49182	1068
905	2017	Ford	F-150	Hohle, Doug	8310	9740	1430
906	2013	Ford	Taurus	Padilla, Olivia	103495	105051	1556
908	2013	Ford	Taurus	Villarreal, Pedro	123990	125270	1280
909	2010	Ford	F-150	Hite, Laura (AC)	122536	123809	1273
910	2014	Ford	F-150 4x4	Baker, Shane	45014	46277	1263
911	2016	Ford	Expedition 4x4	Mason, James	30208	32043	1835
912	2016	Ford	Expedition 4x4	Ramirez, Hector	32820	34240	1420
913	2016	Ford	Expedition 4x4	Ray, Mike	32952	34611	1659
915	2008	Dodge	Charger	Ornelas, Daniel	83454	84000	546
918	2006	Ford	Van	Transport	109679	110486	807
919	2009	Ford	Crown Victoria	Spare	146361	146361	0
920	2008	Ford	Crown Victoria	Valderaz, Raul	81200	81450	250
921	2013	Ford	Taurus	Padilla, Olivia (Wrecked)	107795	107795	0
923	2005	Ford	F-150	Perham, Doug	99387	99608	221
928	2010	Dodge	Van	Transport	142290	142882	592
929	2013	Ford	Explorer	Perez, Agustin	49527	49987	460
930	2014	Ford	Taurus	Cassidy, Maria	30260	30735	475
933	2017	Ford	Explorer	Childress, Colter	9519	10785	1266
934	2017	Ford	Explorer	Bradshaw, David	15213	18370	3157
935	2017	Ford	Explorer	Covarrubias, Allan	12165	13780	1615
937	2015	Chevy	Caprice	Whitzel, David	48085	49622	1537
938	2015	Chevy	Caprice	Hardy, Travis	59543	60961	1418
939	2015	Chevy	Caprice	Seely, Will	49733	51386	1653
941	2014	Ford	Taurus	Barrientos, Miguel	54613	55400	787
942	2011	Ford	Crown Victoria	Stephenson, Landon	110320	110788	468
943	2014	Ford	Taurus	Sanchez, Jacob	54708	55174	466
944	2014	Ford	Taurus	Ramirez, Giovanni	73972	74738	766
945	2014	Ford	Taurus	Silvas, Pedro	66616	68214	1598
946	2014	Ford	Taurus	Parmer, Jeromy (Wrecked)	81820	83131	1311
947	2013	Chevy	Tahoe	Snyder, Britt	37564	37785	221
951	2010	Ford	Crown Victoria	McDaniel, Dallas	69906	70838	932
952	2010	Ford	Expedition	Ramirez, Joel	129912	130505	593
953	2010	Ford	Expedition	Clark, Todd	118150	119300	1150
955	2013	Ford	Focus	Serrano, Agustin (Civil)	68109	68699	590
956	2014	Ford	Taurus	Vasquez, Baldo	79660	81826	2166
957	2014	Ford	Taurus	Shannon, Mike	89960	91494	1534
960	2007	Ford	Crown Victoria	Sedillo, Tony	83524	84570	1046
962	2015	Dodge	Caravan	Transport	73497	76613	3116
963	2007	Ford	Crown Victoria	Beagles-Clark, Amanda	147034	147496	462
<b>TOTAL:</b>							<b>46144</b>