

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

May 21, 2017 –9:00 a.m.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DETERMINATION OF QUORUM

APPROVAL OF MINUTES

AGENDA ITEMS

A. PUBLIC HEARINGS

1. Ordinance No. O-099 An Ordinance of Chaves County Regulating the Use of Off-Highway Motor Vehicles on County Roads
2. Ordinance No. 0-100 An Ordinance of Chaves County Approving the Project and Authorizing the Execution of an Intergovernmental Agreement, Accepting from the New Mexico Economic Development Department \$200,000.00 for Economic Assistance to Support the Construction and Expansion by Leprino Foods Company for a Frozen Warehouse Facility in Chaves County
3. Ordinance No. O-101 An Ordinance of Chaves County Relating to Promotion of Economic Development and Commerce by Regulation of Certain Involuntary Payments Required of Employees in Chaves County
4. Case Z 2018-4 Variance in Area II, Zone A, Residential-Agricultural
5. Case Z 2018-3 Special Use Permit in Area II, Zone A, Residential-Agricultural

B. AGREEMENTS AND RESOLUTIONS

6. Agreement A-18-003 Ratification of Agreement A-18-003 between Chaves County and Southeastern New Mexico Veterans Transportation Network
7. Agreement A-18-011 Ratification of Agreement A-18-011 between Chaves County and the State of New Mexico Children, Youth and Families Department
8. Resolution R-18-011 a Resolution of the Commission Authorizing the Submission of a 2018 CDBG Application

9. Resolution R-18-012 Deletion of Property and Proposed Disposition
10. Resolution R-18-013 Action Taken on All 2018 Requests for Road Vacations
11. Resolution R-18-014 Approval of Budget Interim FY 17-18

C. ITB's AND RFP's

12. RFP-18-1 DWI Program Services for Chaves County
13. RFP-18-2 Banking Services

D. OTHER BUSINESS

14. Approve Job Specification for Safety and Compliance Manager

APPROVAL OF CHECKS

APPROVAL OF REPORTS

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

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

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

AGENDA ITEM: 1

Ordinance No. O-099 An Ordinance of
Chaves County Regulating the Use of
Off-Highway Motor Vehicles on County
Roads

MEETING DATE: May 21, 2018

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Stanton L. Riggs, County Manager

ACTION REQUESTED: Approve Ordinance

ITEM SUMMARY:

This Ordinance, if approved, would allow and regulate the use of off-highway motor vehicles on County roads. The staff has reviewed this Ordinance and recommends approval.

SUPPORT DOCUMENTS: Ordinance O-099

SUMMARY BY: Stanton L. Riggs

TITLE: County Manager

ORDINANCE NO. O-099

REGULATING THE USE OF OFF-HIGHWAY MOTOR VEHICLES ON COUNTY ROADS

WHEREAS, the New Mexico Legislature created the Off-Highway Motor Vehicle Act, Section 66-3-1001, NMSA, 1978, which allows County's to authorize by ordinance the use of off-highway motor vehicles on county roads.

WHEREAS, allowing off-highway motor vehicles to use county roads will assist the Agriculture industry and will promote recreation in the county.

WHEREAS, the County desires to authorize the use of off-highway motor vehicles on county roads owned or controlled by the County.

NOW, THEREFORE BE IT ORDAINED by the Chaves County Board of Commissioners as the governing body of Chaves County that:

I. OPERATING RESTRICTIONS

A person may operate an off-highway motor vehicle on any road or street owned or controlled by Chaves County, provided:

1. The vehicle has one or more headlights and one or more taillights that comply with the Off-Highway Motor Vehicle Act ("ACT").
2. The vehicle has brakes, mirrors and mufflers.
3. The operator has a valid driver's licenses or permits as required under the Motor Vehicle Code and Off-Highway Motor Vehicle Safety Permits as required under the ACT.
4. The operator is insured in compliance with the Mandatory Financial Responsibility Act.
5. The operator of the vehicles is wearing eye protection that complies with the ACT.
6. If the operator is under eighteen years of age, the operator must wear a safety helmet that complies with the ACT.

II. PROHIBITED AREAS

A. A person shall not operate an off-highway motor vehicle on any:

1. Limited access highway or freeway,

2. Any incorporated municipality unless the municipality has adopted an ordinance or resolution authorizing the use of an off-highway motor vehicle in its incorporated municipal limits.

III. STREET CROSSING

Off-highway motor vehicles may cross streets or highways, except limited access highways or freeways, if the crossings are made after coming to a complete stop prior to entering the road way. Off-highway motor vehicles shall yield the right of way to oncoming traffic and shall begin a crossing only when it can be executed safely and then cross in the most direct manner as close to a perpendicular angle as possible.

IV. SPEED LIMIT

- a. The speed limit for an off-highway vehicle operating on a paved county road is 45 mph or the posted speed limit, whichever is less.
- b. The speed limit for an off-highway vehicle operating on a gravel or dirt county road is whatever is reasonable for the condition of the road, but not greater than 45 mph.

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

VI. EFFECTIVE DATE

This ordinance shall be effective June 21, 2018.

ADOPTED BY THE GOVERNING BODY OF CHAVES COUNTY THIS 21ST DAY OF MAY, 2018.

BOARD OF CHAVES COUNTY COMMISSIONERS

ATTEST:

Robert Corn, Commission Chair

Dave Kunko, Chaves County Clerk

AGENDA ITEM: 2

Ordinance No. O-100 An Ordinance of Chaves County Approving the Project and Authorizing the Execution of an Intergovernmental Agreement and a Project Participation Agreement, Accepting from the New Mexico Economic Development Department \$200,000 for Economic Assistance to Support the Construction and Expansion by Leprino Foods Company for a Frozen Warehouse Facility in Chaves County

MEETING DATE: May 21, 2018

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Stanton L. Riggs, County Manager

ACTION REQUESTED: Approve Ordinance

ITEM SUMMARY:

This Ordinance, if approved, would allow Chaves County to enter into a Project Participation Agreement (PPA) with Leprino Foods Company for economic development. In addition, the Ordinance authorizes the County to enter into an Intergovernmental Agreement with the State of New Mexico Economic Development Department. The project plan would include a maximum of \$200,000 in assistance be provided to Leprino Foods Company. These funds would be reimbursed to the County by the State. The PPA sets forth milestones and requirements of Leprino Foods Company to obtain the economic development funds. There is also a clawback provision in the PPA.

Staff recommends approval.

SUPPORT DOCUMENTS: Ordinance O-100, Draft Project Participation Agreement, Draft Intergovernmental Agreement

SUMMARY BY: Stanton L. Riggs

TITLE: County Manager

ORDINANCE NUMBER O-100

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

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

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

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

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

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

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

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

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

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

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

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

PASSED, ADOPTED, SIGNED and APPROVED the 21st day of May, 2018.

BOARD OF CHAVES COUNTY COMMISSIONERS

ATTEST:

Robert Corn, Commission Chair

Dave Kunko, Chaves County Clerk

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

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

RECITALS:

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

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

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

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

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

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

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

SECTION 1. PURPOSE OF AGREEMENT:

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

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

SECTION 2. SCOPE OF WORK:

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

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

SECTION 3. CHAVES COUNTY RESPONSIBILITIES:

The County shall:

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

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

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

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

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

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

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

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

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

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

SECTION 4. COUNTY CERTIFICATIONS:

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. EDD RESPONSIBILITIES:

EDD shall:

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

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

SECTION 6. TERM OF AGREEMENT:

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

SECTION 7. LIABILITY:

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

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

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

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

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

SECTION 9. STRICT ACCOUNTABILITY:

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

SECTION 10. REPORTS:

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

SECTION 11. NOTICES; REPRESENTATIVES OF THE PARTIES:

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

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

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

SECTION 12. AMENDMENTS:

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

SECTION 13. GOVERNING LAW:

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

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

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
Robert Corn, Chairman

ATTEST:

Dave Kunko, County Clerk

APPROVED AS TO FORM

By: _____
Stanton L. Riggs, County Attorney

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: _____
Matt Geisel
Cabinet Secretary

Date: _____

APPROVED AS TO FORM

By: _____
David Mathews
General Counsel

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

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

Recitals.

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

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

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

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

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

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

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

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

1. Goals and Objectives.

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

2. Substantive Contribution from the Company.

The Company will provide the following substantive contributions:

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

3. The State Contribution

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

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

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

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

4. The County Contribution.

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

5. Disbursement of State Contribution

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

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

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

6. Clawbacks.

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

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

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

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

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

For the purposes of this Section:

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

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

Example # 1 December 31, 2019

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

Example # 2 December 31, 2020

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

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

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

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

7. Additional Grounds for Clawback:

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

8. Fees.

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

9. Annual Performance Review.

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

10. Termination.

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

11. Liability.

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

12. Amendments.

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

13. Governing Law.

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

14. Miscellaneous.

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

15. Notice.

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

The initial notice addresses for the parties are as follows:

If to the County:

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

If to the Company:

Leprino Foods Company
Attn: xxx
Street
State
Tel:

Effective Date: _____

SIGNATURE PAGE TO PROJECT PARTICIPATION AGREEMENT

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
Robert Corn, Chairman

ATTEST:

Dave Kunko, County Clerk

Leprino Foods Company

By _____

Name: _____

Title: _____

Exhibit A

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

Employer Home Home - Employment and Wage Detail Reporting Home - View Submission History

Workflow - My Inbox Employer Account Number: 00117193

Inbox Employer Name: LEPRINO FOODS COMPANY

Determination and Issue Summary Claims Response Method: SIDES

Account Maintenance DBA Name: Leprino Foods Company

Benefit Charge Activities TPA: 600000076

Correspondence

Employment and Wage Detail Reporting **Employment and Wage Detail Submission History Search**

Submit Employment and Quarterly Wage Detail

Adjustments

View Submission History

View Employment and Wage Detail History

View Out-of-State Wage Credit History

View Employment and Wage Detail Calculation History

View Exception Gross Wages and Employee Count History

Payment Information

User Maintenance

From: (mm/dd/yyyy) (mm/dd/yyyy)

To: (mm/dd/yyyy) (mm/dd/yyyy)

Confirmation#: _____

Submission Type: Original

Quarter: January, February, March (Q1)

Year: 2017

Search **Reset**

Search Results

Submission Date	Year	Qtr	Filing	Method	Confirmation Number	SSNs	Total UI Gross Wages	NM Withholding	WC Fees	Month			Status	Record Errors	Submitter
										1	2	3			
4/24/2017	2017	1	Original	File Upload	00117193_042417210820	579	\$6,745,073.84	\$209,975.92	\$0.00	549	557	551	Processed		tkachins00

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

Employer Home Home - Employment and Wage Detail Reporting Home - View Submission History

Workflow - My Inbox Employer Account Number: 00117193

Inbox Employer Name: LEPRINO FOODS COMPANY

Determination and Issue Summary Claims Response Method: SIDES

Account Maintenance DBA Name: Leprino Foods Company

Benefit Charge Activities TPA: 600000076

Correspondence

Employment and Wage Detail Reporting **Employment and Wage Detail Submission History Search**

Submit Employment and Quarterly Wage Detail

Adjustments

View Submission History

View Employment and Wage Detail History

View Out-of-State Wage Credit History

View Employment and Wage Detail Calculation History

View Exception Gross Wages and Employee Count History

Payment Information

User Maintenance

From: (mm/dd/yyyy) (mm/dd/yyyy)

To: (mm/dd/yyyy) (mm/dd/yyyy)

Confirmation#: _____

Submission Type: Original

Quarter: April, May, June (Q2)

Year: 2017

Search **Reset**

Search Results

Submission Date	Year	Qtr	Filing	Method	Confirmation Number	SSNs	Total UI Gross Wages	NM Withholding	WC Fees	Month			Status	Record Errors	Submitter
										1	2	3			
7/21/2017	2017	2	Original	File Upload	00117193_072117160624	582	\$7,227,116.27	\$217,662.00	\$0.00	544	544	550	Processed		tkachins00

Exhibit A (continued)

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

Employer Home Home - Employment and Wage Detail Reporting Home - View Submission History

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

Inbox DBA Name: Leprino Foods Company TPA: 50000076

Determination and Issue Summary

Account Maintenance <

Benefit Charge Activities <

Correspondence <

Employment and Wage Detail Reporting <

Submit Employment and Quarterly Wage Detail

Adjustments

View Submission History

View Employment and Wage Detail History

View Out-of-State Wage Credit History

View Employment and Wage Detail Calculation History

View Exception Gross Wages and Employee Count History

Payment Information <

User Maintenance <

Employment and Wage Detail Submission History Search

From: (mm/dd/yyyy) (mm/dd/yyyy)

To: (mm/dd/yyyy) (mm/dd/yyyy)

Confirmation#: _____

Submission Type: Original

Quarter: July, August, September (Q3)

Year: 2017

Search **Reset**

Search Results

Submission Date	Year	Qtr	Filing	Method	Confirmation Number	SSNs	Total UI Gross Wages	NM Withholding	WC Fees	Month			Status	Record Errors	Submitter
										1	2	3			
10/20/2017	2017	3	Original	File Upload	00117193_102017122408	585	\$6,746,787.08	\$207,772.97	\$0.00	557	552	546	Processed		tkachins00

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

Employer Home Home - Employment and Wage Detail Reporting Home - View Submission History

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

Inbox DBA Name: Leprino Foods Company TPA: 50000076

Determination and Issue Summary

Account Maintenance <

Benefit Charge Activities <

Correspondence <

Employment and Wage Detail Reporting <

Submit Employment and Quarterly Wage Detail

Adjustments

View Submission History

View Employment and Wage Detail History

View Out-of-State Wage Credit History

View Employment and Wage Detail Calculation History

View Exception Gross Wages and Employee Count History

Payment Information <

User Maintenance <

Employment and Wage Detail Submission History Search

From: (mm/dd/yyyy) (mm/dd/yyyy)

To: (mm/dd/yyyy) (mm/dd/yyyy)

Confirmation#: _____

Submission Type: Original

Quarter: October, November, December (Q4)

Year: 2017

Search **Reset**

Search Results

Submission Date	Year	Qtr	Filing	Method	Confirmation Number	SSNs	Total UI Gross Wages	NM Withholding	WC Fees	Month			Status	Record Errors	Submitter
										1	2	3			
1/24/2018	2017	4	Original	File Upload	00117193_012418190937	573	\$7,656,151.51	\$241,025.88	\$0.00	548	553	552	Processed		tkachins00

Exhibit A (continued)

LEPRINO FOODS COMPANY
ROSWELL, NEW MEXICO
2017 UNEMPLOYMENT REPORTS

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

AGENDA ITEM: 3

Ordinance No. O-101 An Ordinance of Chaves County Relating to Promotion of Economic Development and Commerce by Regulation of Certain Involuntary Payments Required of Employees in Chaves County

MEETING DATE: May 21, 2018

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Stanton L. Riggs, County Manager

ACTION REQUESTED: Approve Ordinance

ITEM SUMMARY:

This Ordinance, if approved, would promote economic development and commerce by supporting right to work in Chaves County. More specifically, the ordinance sets forth:

1. The authority of the County to adopt this ordinance.
2. Terms as defined by the ordinance.
3. Freedom of choice. No employee can be forced to join or be required to financially support a labor organization.
4. Coercion – It is unlawful to coerce or threaten an employee to join or not join a labor organization
5. Any agreement that violates this ordinance is declared null and void.
6. Enforcement – Sheriff will investigate all violations of this ordinance.
7. Penalties – Penalty for violating ordinance is a fine of \$300 or up to 90 days detention at the Chaves County Detention Center or both.

The staff has reviewed this Ordinance and recommends approval.

SUPPORT DOCUMENTS: Ordinance O-101

SUMMARY BY: Stanton L. Riggs

TITLE: County Manager

ORDINANCE NO. O-101

AN ORDINANCE RELATING TO PROMOTION OF ECONOMIC DEVELOPMENT AND COMMERCE BY REGULATION OF CERTAIN INVOLUNTARY PAYMENTS REQUIRED OF EMPLOYEES IN CHAVES COUNTY

WHEREAS, it is the intent of this Ordinance to provide that no employee covered by the National Labor Relations Act need join or pay dues to a union, or refrain from joining a union, as a condition of employment; and provide certain penalties for violation of those employment rights; and

WHEREAS, public employees are not covered by the National Labor Relations Act, and therefore are not affected by this ordinance;

WHEREAS, certain employers in the construction trades have expressed that "hiring halls" run by the construction trades provide certain benefit to them by facilitating hiring qualified employees, agreements with those employers to hire employees referred through those hiring halls is not prohibited by this ordinance;

WHEREAS, the County of Chaves County desires to promote growth and economic development within its legal boundaries, directly and in cooperation with public and private entities promoting Chaves County and its resources, its people and its many geographical and cultural advantages; and

WHEREAS, Chaves County and its residents compete for the expansion of employment opportunities with other cities, counties and states whose citizens have adopted similar right to work legislation; and

WHEREAS, pursuant to the New Mexico Constitution, this Body is tasked with and empowered to enact ordinances of local self-governance, including for the protection and convenience of the public, to encourage local commerce; and protect the rights and well-being of its citizens, and

WHEREAS, we hereby find and determine that it is in the best interest of the citizens of Chaves County to promote and encourage the growth of products, services and employment opportunities to its citizens, and for the protection and convenience of the public and the expansion of the tax base, that we should protect employees' right to choose employment without restraint or

coercion regarding the payment of mandatory dues, fees or other payments to a labor organization as a condition of that employment.

NOW THEREFORE, BE IT ORDAINED BY COUNTY OF CHAVES COUNTY, STATE OF NEW MEXICO, THAT NO EMPLOYEE WITHIN ITS INCORPORATED BOUNDARIES WHO IS COVERED BY THE NATIONAL LABOR RELATIONS ACT NEED JOIN OR PAY DUES TO A UNION, OR REFRAIN FROM JOINING A UNION, AS A CONDITION OF EMPLOYMENT; AND CERTAIN PENALTIES SHALL BE PROVIDED FOR VIOLATION OF THOSE EMPLOYMENT RIGHTS:

Section 1. Authority. This Ordinance is enacted pursuant to the authority granted to this body by the New Mexico Constitution, as a political subdivision of the State, in accordance with the laws set forth in the New Mexico Revised Statutes and the laws of the United States of America. The Chaves County Board of Commissioners (the "Commission") is authorized to adopt this ordinance pursuant to the New Mexico Constitution and NMSA 1978 §§ 4-37-1 et seq. The intent of this Ordinance is to be applied throughout the County of Chaves County, and all governmental entities subsumed thereunder, included.

Section 2. Declaration of public policy. It is hereby declared to be the public policy of Chaves County in order to ensure individual freedom of choice in the pursuit of employment, for the protection and convenience of its citizens who desire the broadest choice of employment opportunities, to permit its citizens to choose to increase their real take home pay by decreasing mandatory payroll deductions in order to stimulate savings and economic growth, and to encourage an employment climate conducive to the promotion of the County to locate, expand or maintain large and small businesses for the economic development, growth and preservation of the community, including recruiting new businesses to the community, that the right to work shall not be subject to undue restraint or coercion. The right to work shall not be infringed or restricted in any way based on membership in, affiliation with, or financial support of a labor organization.

Section 3. Terms. The terms "employee," "employer," "labor organization," and "person" as used in this Ordinance shall have the same meanings as defined by the National Labor Relations Act, 29 U.S.C. §§ 151 et seq.

Section 4. Freedom of choice guaranteed, discrimination prohibited. No person covered by the National Labor Relations Act shall be required as a condition of employment or continuation of employment:

(A) to resign or refrain from voluntary membership in, voluntary affiliation with, or voluntary financial support of a labor organization;

(B) to become or remain a member of a labor organization; or

(C) to pay any dues, fees, assessments, or other charges of any kind or amount to a labor organization; or

(D) to pay to any charity or other third party, in lieu of such payments, any amount equivalent to or a pro-rata portion of dues, fees, assessments, or other charges regularly required of members of a labor organization.

Section 5. Voluntary deductions protected. It shall be unlawful to deduct from the wages, earnings, or compensation of an employee any union dues, fees, assessments, or other charges to be held for, transferred to, or paid over to a labor organization, unless the employee has first presented, and the employer has received, a signed written authorization of such deductions, which authorization may be revoked by the employee at any time by giving written notice of such revocation to the employer, unless the employee has expressly waived such right of revocation in the express terms of an otherwise lawful "dues check-off" card. In the event of ambiguity in the meaning of the dues check off language, the burden of proving notice, and assent shall be on the party seeking enforcement of the dues check off agreement.

Section 6. Agreements in violation, and actions to induce such agreements, declared illegal. Any agreement, understanding, or practice, written or oral, implied or expressed, between any labor organization and employer that violates the rights of employees as guaranteed by provisions of this Ordinance is hereby declared to be unlawful, null and void, and of no legal effect.

Section 7. Coercion and intimidation prohibited. It shall be unlawful for any person, labor organization, or officer, agent or member thereof, or employer, or officer thereof, by any threatened or actual intimidation of an employee or prospective employee, or an employee's or prospective employee's parents, spouse, children, grand-children, or any other persons residing in the employee's or prospective employee's home, or by any damage or threatened damage to an employee's or prospective employee's property, to compel or attempt to compel such employee to join, affiliate with, or financially support a labor organization or to refrain from doing so, or otherwise forfeit any rights as guaranteed by provisions of this

Ordinance. It shall also be unlawful to cause or attempt to cause an employee to be denied employment or discharged from employment because of support or nonsupport of a labor organization by inducing or attempting to induce any other person to refuse to work with such employees.

Section 8. Penalties. Anyone violating any of the provisions of this Ordinance shall upon conviction be subject to a fine not exceeding \$300.00 or confinement in a County detention facility for a period not exceeding 90 days, or both such fine and confinement.

Section 9. Right of Enforcement. Any individual harmed as a result of any violation or threatened violation of the provisions of this Ordinance shall have a right of redress in the appropriate Court of competent jurisdiction to enjoin further violations, and to recover the actual damages sustained, together with the cost of the recovery, including a reasonable attorney's fee. Such remedies shall be independent of and in addition to the penalties and remedies prescribed in other provisions of this Ordinance.

Section 10. Duty to investigate. It shall be the duty of the Sheriff of Chaves County to investigate complaints of violation or threatened violations of this Ordinance and to take all means at his/her command to ensure the effective enforcement of this Ordinance.

Section 11. Prospective application. The provisions of this Ordinance shall apply to all contracts entered into after the effective date of this Ordinance by employers and labor organizations for application to employees within our jurisdiction, and shall apply to any renewal or extension of any existing contract.

Section 12. Effective date. This Ordinance proposed for adoption shall take effect 30 days upon approval by the Chaves County Board of County Commissioners.

Section 13. Severability clause. If any provision of this Ordinance, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Ordinance, and the application of such provision to other person, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 14. Repealer clause. All prior Orders, Resolutions or Ordinances or parts thereof, in conflict with this Ordinance are hereby repealed.

This Ordinance is adopted pursuant to the powers granted to the County by the State of New Mexico. This ordinance shall be effective June 21, 2018.

APPROVED this 21st day of May, 2018.

BOARD OF CHAVES COUNTY COMMISSIONERS

Robert Corn, Chairman

William E. Cavin, Vice-Chairman

ATTEST:

James W. Duffey, Member

Dave Kunko
County Clerk

T. Calder Ezzell, Jr., Member

Jeff Bilberry, Member

AGENDA ITEM: 4
MEETING DATE: May 21, 2018

Case Z 2018-04 Variance
in Area II, Zone A, Residential-Agricultural

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Planning and Zoning

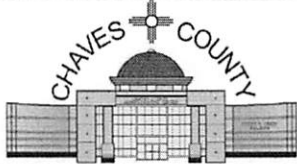
ACTION REQUESTED: Approve a Variance to allow a structure within the front yard setback setback.

ITEM SUMMARY: The subject property is located at 95 East Calusa Road. The applicant is requesting a Variance to allow a manufactured home to be located within thirty-five feet (35') 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.

SUPPORT DOCUMENTS: Draft Minutes, Vicinity Map, Staff Review, Application, MHPP Site Plan, Aerial Photo

SUMMARY BY: Marlin J. Johnson

TITLE: Planning and Zoning Director

Chaves County Planning & Zoning Commission	Chaves County	
Hearing Date: May 1, 2018	<i>Meeting Minutes</i>	Created By: Julia A. Torres

Members Present:

Dale Rogers
Jerry Wagner
Melodi Salas

Members Absent:

Andy Morley
Robbie White

Staff Present:

Marlin Johnson
Mary Rogers
Julia A. Torres

The Regular Meeting of the Chaves County Planning & Zoning Commission was held in the Commission Chambers at the Chaves County Administrative Center on May 1, 2018 beginning at 5:34PM.

Minutes

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

Marlin Johnson approached the podium and asked the Commissioners if they wished to hear tonight's cases and vote on them or Continue them for the next meeting since the applicant was not present and was the same one for both cases. There was no audience present .

Commissioner Wagner asked if the applicants needed to be present. **Mr. Johnson** responded that it is expected that they be present.

The Planning & Zoning Commissioners decided to hear the cases and make their recommendation to the Chaves County Board of Commissioners.

NEW BUSINESS

1. Case Z 2018-4

Request for a Variance to the front yard setback requirement on property described as S4 T13S R25E SE4SE4, parcel #4141074468470, address being 95 E Calusa Rd, Dexter

Marlin Johnson began the Staff Report by stating that the subject property was located at 95 East Calusa Road. The request is for a Variance to the front yard setback to allow a manufactured home to be located 35 feet of the front property line versus the required 50 feet. The East Calusa right-of-way is approximately 40 feet in width.

This home was recently permitted on the property with a site plan indicating it would be located 120 feet from the front property line. The installers apparently located the home where they did as there had been a manufactured home on this property in this location in the past. It does make sense to utilize the previously existing utility hookups.

Part of the intent of the setback from roads is to maintain adequate space for future expansion of road and utility corridors. The County Road Department has noted that this is not a primary thoroughfare and

unlikely to be expanded in the foreseeable future. If the right-of-way were expanded to today's standard of 60 feet in width, the home would still be set back 25 feet, plus as a manufactured home that is not on a permanent foundation, it could be moved.

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. It seems unlikely that this road will be widened due to its location and per comment from the County Road Department. The road could be widened and still leave the home with a tolerable setback. In addition, conditions of approval could include that the home may not be put on a permanent foundation.

If this Variance is approved, Staff recommends this condition:

- 1.) That the manufactured home may not be located on a permanent foundation;

Findings of fact could include; the previous manufactured home was located near this position; the County Road Department has no objections; there are no objections from the public; the right-of-way could be expanded to sixty feet (60') in width and still leave a setback of twenty-five feet (25'); the home could be moved in the future as it will not be on a permanent foundation; 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 this Variance is to be denied:

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

Chair Rogers asked if there were any questions for Staff.

Commissioner Salas asked why the big difference between what was indicated on the site plan versus where the home was actually placed.

Mr. Johnson responded that the applicant wondered the same when asked about the difference. Since there had been a home in the past towards the front of the property, **Mr. Johnson** guessed that's why it was placed there. The applicant was given the option of moving the mobile home or applying for a variance to keep it there. The applicant decided to apply for the variance since the home was already anchored down.

Commissioner Salas asked if the home was a single or double wide and if the applicant lived there. **Mr. Johnson** indicated that the new home was a double wide and was not sure if the applicant lived there or not.

Commissioner Wagner stated that they might have placed it there to be close to the existing utility hookups, including the septic system.

Commissioner Salas commented that the applicant knew about the existing utility hookups when he drew the site plan for the new home.

Commissioner Wagner made a motion to recommend approval of Case Z 2018-4 as submitted including the Condition of Approval and Findings of Fact. Commissioner Salas seconded the motion. Motion

carried by a 3-0 vote. This Case will be heard by the Chaves County Board of Commission on May 21, 2018 at 9 a.m.

2. Case Z 2018-3

Request for a Special Use Permit to allow a trucking operation on property described as S4 T13S R25E SE4SE4, parcel #4141074468470, address being 95 E Calusa Rd, Dexter

Marlin Johnson began the Staff Report by stating that the subject property was located at 95 East Calusa Road and is 40 acres in size. The applicants purchased this property to park their trucks on about ten years ago and are now seeking approval for a Special Use Permit to allow such use. There are eight trucks in operation and all are used in agricultural-related operations. The property is about one mile east of Highway 285. There is a home, a shop and a couple other accessory buildings.

A rezone to Industrial District does not match the Comprehensive Plan, however a Special Use Permit can be considered on an individual basis. There are a number of residences on medium size parcels in this area, including about half a dozen within a quarter mile, the nearest about 150' from the property. Properties to the north and south are undeveloped. A Special Use Permit for a gun shop was recently approved on property one half mile to the west of the subject property.

No objections have been received from County Departments or other agencies. There have been concerns expressed from nearby landowners. Primary concerns include noise, dust and size of the operation. The verbal discussion noted no objection to the business, just concerns about future size and general impact.

It is possible for this type of use to fit a given neighborhood as trucking operations are not uncommon in some areas of the county. It is also possible that conditions that might be acceptable for the business operation might not be compatible with conditions that might be acceptable to the neighborhood and/or the County.

Gravelling driveway and parking areas could assist with dust concerns. Screening, with a fence, wall and/or vegetation can help with noise, appearance and dust. Setting the parking area farther from residential uses can also assist with noise, appearance and dust. The applicant has removed a large number of derelict vehicles from the property over the past few years per his application statement and evidenced in the aerial photos.

If this Special Use Permit is to be approved, conditions of approval could include:

- 1.) That the driveway and parking areas be graveled in accordance with the Zoning Ordinance;
- 2.) That there be a maximum of eight (8) trucks and that they only be for agriculturally related uses;
- 3.) That a maximum of two inoperable trucks be allowed to be stored on the property and that other miscellaneous junk and debris not be stored outside on the property;
- 4.) That no recreational vehicles, campers or trailers be inhabited on the property or hooked up to utilities;
- 5.) That the parking of trucks outdoor be in a neat and orderly manner and a minimum of three hundred feet (300') from east and west property lines,
- 6.) That screening (fence, wall or vegetative) be installed to buffer this use from the property to the east, and at the request of any established residential use (satisfactory to the Planning & Zoning Office and the Planning Commission);
- 7.) That a hard surface pad, concrete or asphalt, be installed and used for any maintenance operations, and that a catch basin be installed for any fluids, if necessary;
- 8.) That there be no business signage;
- 9.) That all State and Federal regulations be met and maintained;
- 10.) That there be no use of Jake brakes on this portion of E. Calusa Rd.

- 11.) That any lighting used in conjunction with this use be shielded from surrounding existing and future residential uses and be night sky sensitive;
- 12.) That this approval be only for this applicant and not transferable; and
- 13.) That his matter be reviewed by the Planning Office to insure compliance, particularly with accomplishing the gravelling and screening requirements at six (6) months and twelve (12) months to insure these are completed in a timely manner;

Findings of Fact could include: small to medium size trucking operations are not uncommon in this area of the county; only agricultural-related trucking will be allowed; the proposed conditions will limit impact on neighboring properties;

If this request is to be denied;

Findings of Fact could include: The Comprehensive Land Use Plan shows this area for agricultural and rural residential; the use is not compatible with the uses of the surrounding properties; concerns cannot be sufficiently mitigated to the satisfaction of the County

In Conclusion, **Mr. Johnson** stated that he will let the applicant know that the RV's located on the subject property must not be hooked up to utilities by the Chaves County Board of Commission meeting on May 21, 2018.

Chair Rogers asked if any of the Commissioners had any questions for Staff.

Commissioner Salas asked **Mr. Johnson** to explain the difference between this application and the one on East Crossroads.

Mr. Johnson responded that the property on East Crossroads was in a place more highly populated; there were more strenuous objections; since it was a smaller property, it could not meet a 300 square foot setback requirement; it was an over the road trucking operation not agriculturally related; and that screening did not seem to be enough to resolve the objections/concerns.

Chair Rogers stated that this business will be limited in the number of trucks they can have on the property. **Mr. Johnson** agreed and mentioned that no concerns have ever been brought up about his property and that the only reason P&Z staff found out about it is when they came in for a mobile home placement permit.

Commissioner Salas asked if any of the neighbors had any complaints. **Mr. Johnson** stated that no concerns had ever been brought up until certified letters were sent out about this application. All the neighbors who contacted Planning and Zoning had concerns but were relieved somewhat when they were informed of the Conditions of Approval.

Commissioner Salas wondered if this would set a precedent. **Mr. Johnson** was not sure if it would set one or not, since this case was more in the gray area than those that weren't approved but more in the gray area than those that were approved.

Commissioner Wagner commented that Chaves County has created new businesses opportunities in the agricultural industry.

Mr. Johnson recognized that there is a need for trucking operations in particular for agricultural purposes in Chaves County.

Chair Rogers mentioned the letter from a neighbor in support of the application. **Mr. Johnson** responded that there was a letter in support received from a neighbor down the road from the subject property.

Commissioner Salas made a motion to recommend approval of Case Z 2018-3 as submitted including the Conditions of Approval in addition to the one added by Mr. Johnson and Findings of Fact. Commissioner Wagner seconded the motion. Motion carried by a 3-0 vote. This case is scheduled to be heard by the Chaves County Board of Commission on May 21, 2018 at 9 a.m.

Commissioner Wagner asked if there was a time limit for this Special Use Permit. **Mr. Johnson** did not specify a time limit in this case but adding one was an option.

Commissioner Wagner and **Commissioner Salas** stated that the Board of Commissioners could consider a time limit and that they would support their decision.

Mr. Johnson, once again mentioned, that he would let the applicant know that the RV's must be disconnected from any utilities by May 21, 2018.

There being no other business listed on the agenda or to come before the Commission, the meeting adjourned at 5:59PM.

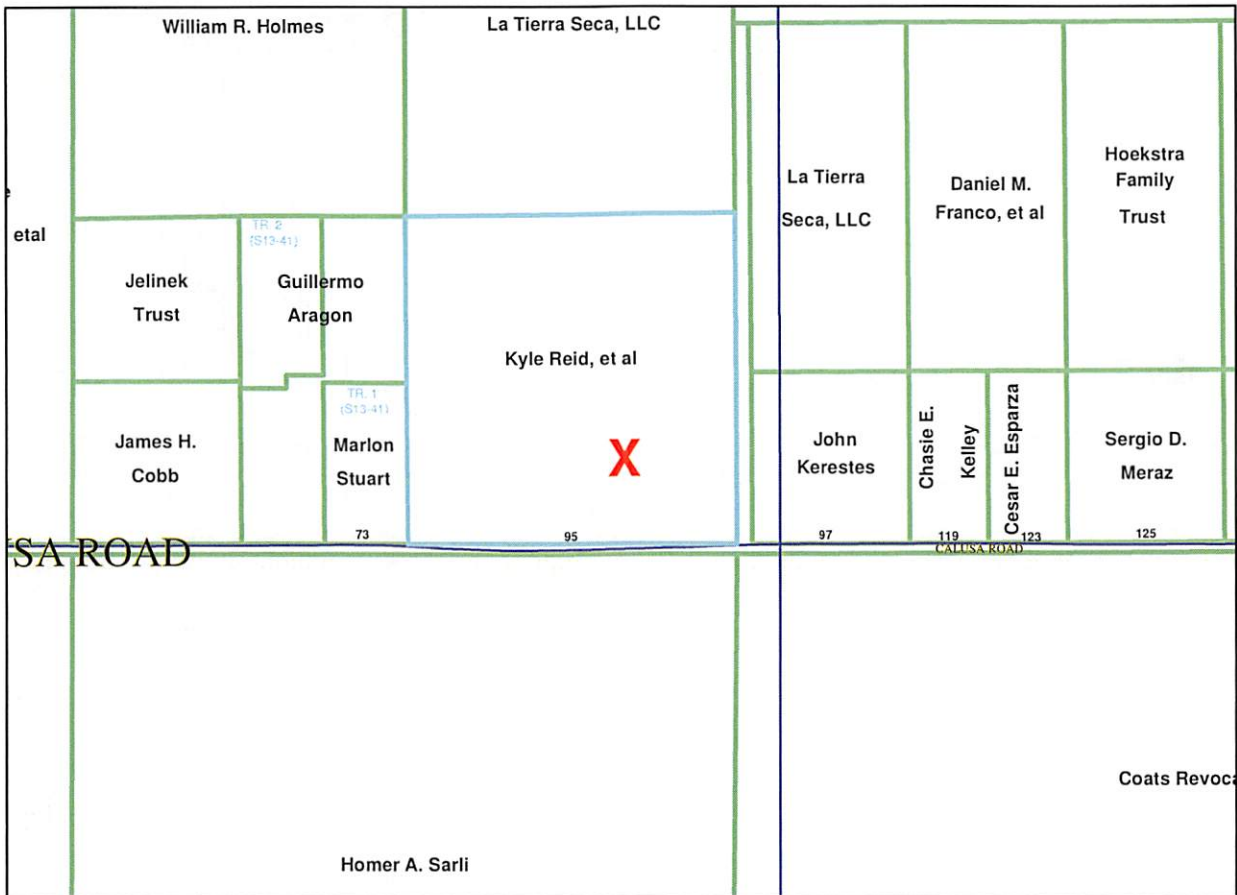
Approved this _____ day of _____, 2018

Chairman

Attest

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

Vicinity Map



**Case Z 2018-3 and Z 2018-4
95 E. Calusa Rd.**



STAFF REVIEW
Z 2018-04

The subject property is located at 95 East Calusa Road. The request is for a Variance to the front yard setback to allow a manufactured home to be located 35 feet of the front property line versus the required 50 feet. The East Calusa right-of-way is approximately 40 feet in width.

This home was recently permitted on the property with a site plan indicating it would be located 120 feet from the front property line. The installers apparently located the home where they did as there had been a manufactured home on this property in this location in the past. It does make sense to utilize the previously existing utility hookups.

Part of the intent of the setback from roads is to maintain adequate space for future expansion of road and utility corridors. The County Road Department has noted that this is not a primary thoroughfare and unlikely to be expanded in the foreseeable future. If the right-of-way were expanded to today's standard of 60 feet in width, the home would still be set back 25 feet, plus as a manufactured home that is not on a permanent foundation, it could be moved.

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. It seems unlikely that this road will be widened due to its location and per comment from the County Road Department. The road could be widened and still leave the home with a tolerable setback. In addition, conditions of approval could include that the home may not be put on a permanent foundation.

If this Variance is approved, Staff recommends this condition:

- 1.) That the manufactured home may not be located on a permanent foundation;

Findings of fact could include; the previous manufactured home was located near this position; the County Road Department has no objections; there are no objections from the public; the right-of-way could be expanded to sixty feet (60') in width and still leave a setback of twenty-five feet (25'); the home could be moved in the future as it will not be on a permanent foundation; 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 this 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: Z2018-4 Date Received: 3/22/18 Fee: \$150⁰⁰

Type of Request: Rezoning Special Use Variance Change of Use

Name of Property Owner: Victor + Tiffany Regalado Phone Number: (575) 626-0856

Mailing Address: P.O. Box 914 Dexter NM 88230

Name of Applicant: Victor Regalado

Mailing Address: P.O. Box 914 ~~DE~~ Home Phone Number: 734-5049

Business Phone Number: 626-0856

Applicant Status: Owner Agent Tenant Other _____

Case Address, Legal Description, and Parcel Number: 95 E. Calusa Rd.

Present Land Use: _____

Intended Use: _____

Present Zoning: Agricultural / Residential Requested Zoning: Variance

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

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.

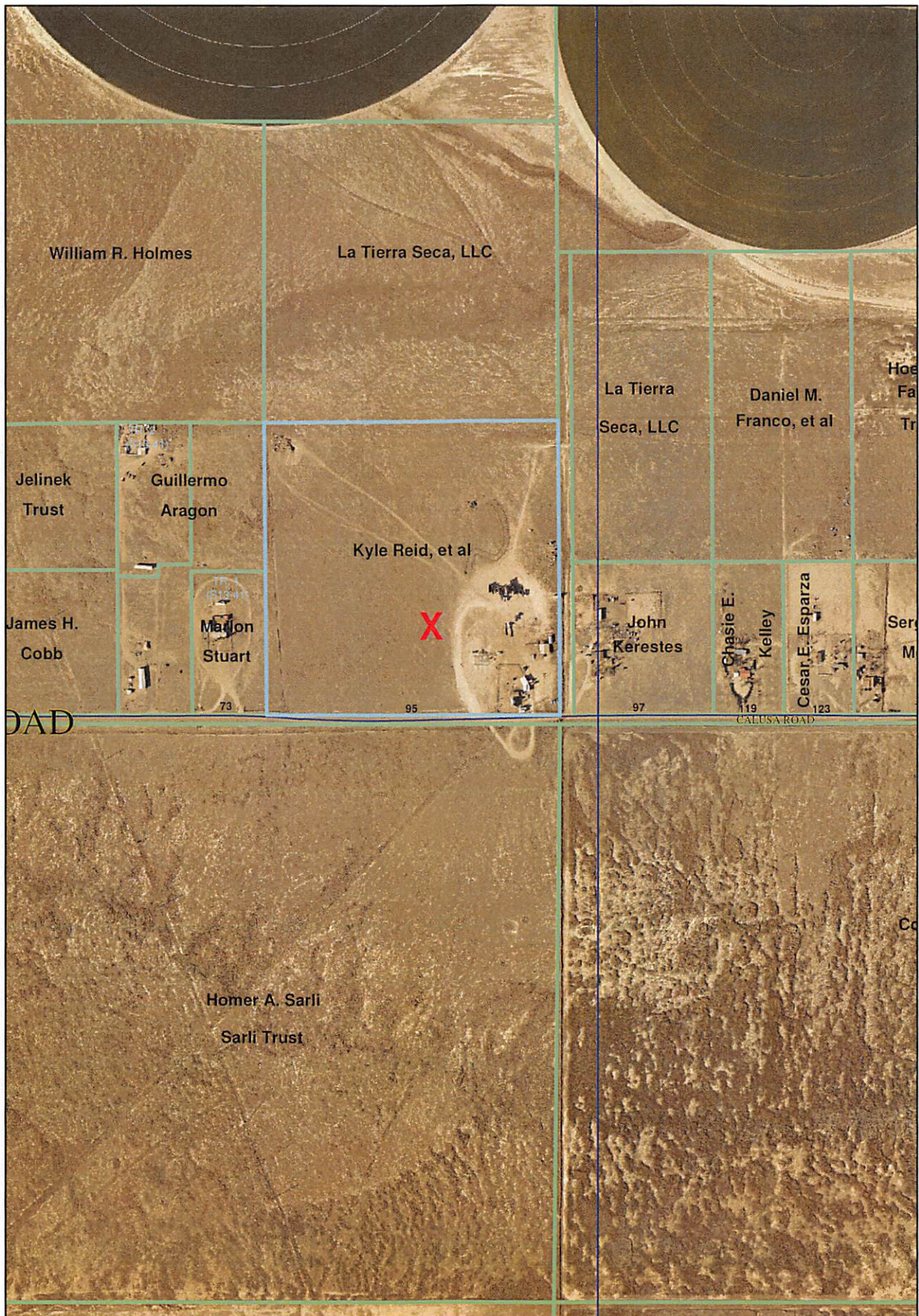
[Signature] Owner's Signature Date 3/22/18

Planning + Zoning Comm - may 1, 2018 @ 5:30 PM
Chaves County Board of Comm - may 21, 2018 @ 9am

MHPP Site Plan



Aerial Map



**Case Z 2018-3 and Z 2018-4
95 E. Calusa Rd.**



AGENDA ITEM: _____⁵
MEETING DATE: May 21, 2018

Case Z 2018-04 Special Use Permit
in Area II, Zone A, Residential-Agricultural

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Planning and Zoning

ACTION REQUESTED: Approve a Special Use Permit for an agriculturally related trucking business in a Residential – Agricultural District.

ITEM SUMMARY: The subject property is located 95 East Calusa Road. The applicants would like to use the property to park their trucks in Area II, Residential-Agricultural zoning district

The Planning and Zoning Commission recommends approval of this Special Use Permit with the Findings of Fact listed in the Staff Review, with the additional Condition that there be no use of Jake breaks along this stretch of East Calusa Road.

SUPPORT DOCUMENTS: Staff Review, Application, Application Letter, Letter of Support from 185 East Calusa Rd, Aerial Photo 2014, Aerial Photo 2018

SUMMARY BY: Marlin J. Johnson

TITLE: Planning and Zoning Director

- 10.) That any lighting used in conjunction with this use be shielded from surrounding existing and future residential uses and be night sky sensitive;
- 11.) That this approval be only for this applicant and not transferable; and
- 12.) That this matter be reviewed by the Planning Office to insure compliance, particularly with accomplishing the graveling and screening requirements at six (6) months and twelve (12) months to insure these are completed in a timely manner;

Findings of Fact could include: small to medium size trucking operations are not uncommon in this area of the county; only agricultural-related trucking will be allowed; the proposed conditions will limit impact on neighboring properties;

If this request is to be denied;

Findings of Fact could include: The Comprehensive Land Use Plan shows this area for agricultural and rural residential; the use is not compatible with the uses of the surrounding properties; concerns cannot be sufficiently mitigated to the satisfaction of the County;

STAFF REVIEW
Z 2018-03

The subject property is located at 95 East Calusa Road and is 40 acres in size. The applicants purchased this property to park their trucks on about ten years ago and are now seeking approval for a Special Use Permit to allow such use. There are eight trucks in operation and all are used in agricultural-related operations. The property is about one mile east of Highway 285. There is a home, a shop and a couple other accessory buildings.

A rezone to Industrial District does not match the Comprehensive Plan, however a Special Use Permit can be considered on an individual basis. There are a number of residences on medium size parcels in this area, including about half a dozen within a quarter mile, the nearest about 150' from the property. Properties to the north and south are undeveloped. A Special Use Permit for a gun shop was recently approved on property one half mile to the west of the subject property.

No objections have been received from County Departments or other agencies. There have been concerns expressed from nearby landowners. Primary concerns include noise, dust and size of the operation. The verbal discussion noted no objection to the business, just concerns about future size and general impact.

It is possible for this type of use to fit a given neighborhood as trucking operations are not uncommon in some areas of the county. It is also possible that conditions that might be acceptable for the business operation might not be compatible with conditions that might be acceptable to the neighborhood and/or the County.

Gravelling driveway and parking areas could assist with dust concerns. Screening, with a fence, wall and/or vegetation can help with noise, appearance and dust. Setting the parking area farther from residential uses can also assist with noise, appearance and dust. The applicant has removed a large number of derelict vehicles from the property over the past few years per his application statement and evidenced in the aerial photos.

If this Special Use Permit is to be approved, conditions of approval could include:

- 1.) That the driveway and parking areas be graveled in accordance with the Zoning Ordinance;
- 2.) That there be a maximum of eight (8) trucks and that they only be for agriculturally related uses;
- 3.) That a maximum of two inoperable trucks be allowed to be stored on the property and that other miscellaneous junk and debris not be stored outside on the property;
- 4.) That no recreational vehicles, campers or trailers be inhabited on the property or hooked up to utilities;
- 5.) That the parking of trucks outdoor be in a neat and orderly manner and a minimum of three hundred feet (300') from east and west property lines,
- 6.) That screening (fence, wall or vegetative) be installed to buffer this use from the property to the east, and at the request of any established residential use (satisfactory to the Planning & Zoning Office and the Planning Commission);
- 7.) That a hard surface pad, concrete or asphalt, be installed and used for any maintenance operations, and that a catch basin be installed for any fluids, if necessary;
- 8.) That there be no business signage;
- 9.) That all State and Federal regulations be met and maintained;



CHAVES COUNTY APPLICATION CHAVES COUNTY ZONING ORDINANCE

Case Number: Z 2018-3 Date Received: 3-22-2018 Fee: \$150⁰⁰-

Type of Request: Rezoning Special Use Variance Change of Use

Name of Property Owner: Victor & Tiffany Regalado Phone Number: 575-626-0856

Mailing Address: PO BOX 914

Name of Applicant: Victor Regalado

Mailing Address: PO BOX 914 Home Phone Number: 734-5049

Business Phone Number: 626-0856

Applicant Status: Owner Agent Tenant Other

Case Address, Legal Description, and Parcel Number: 95 E. Calusa Rd. Dexter
54

Present Land Use: _____

Intended Use: _____

Present Zoning: Agricultural/ Residential Requested Zoning: SUP-

Applicant's Reason for Requested Change: (Use back if more space is needed)
Trucking Business Agricultural

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.

Owner's Signature: [Signature] Date: 3/22/18

Planning & Zoning Commission - May 1, 2018 @ 5:30PM
Chaves County Board of Commission - May 17, 2018 @ 9am

To whom it may concern:

I am Victor J Regalado, the owner of VP Trucking. I have had my trucking company here on 95 East Calusa for ten years. Within these ten years I have cleaned up at least a hundred junk cars. I have nine trucks and trailers all used for farming and agricultural purposes. Within one year I will remove all old truck tires. I will remove one RV that isn't any good and I am willing to put gravel from Calusa to where I park my trucks and trailers My hours of operation are normally from seven to seven and I also will be willing to plant some pine trees by the fence that divides me and my neighbor.

Sincerely,

Victor J. Regalado

CHEYENNE DAIRY, LLC
WILD WEST FARMS, LLC
SIDLEINE DAIRY, LLC
DAIRYLAND CATTLE COMPANY, LLC
185 E. Calusa Road
Dexter, New Mexico 88230
(575) 626-6204
FAX: (575) 734-5253
Email: melissaregalado920@gmail.com

March 20, 2018

Re: 95 E. Calusa Rd Dexter NM 88232

To Whom It May Concern,

It has been brought to our attention that the address of 95 E. Calusa Rd, has some semis' that are located there, we have no issue or concern with any of the activity located at 95 E. Calusa Rd. Should you have any questions or concerns please feel free to contact us by phone, or email listed above.

Sincerely,



David Hoekstra
Owner

mr

2014

05



2018

93 E CALUSA
RD

East Calusa Road



AGENDA ITEM: 6

**Requesting Ratification of Agreement
#A-18-003, between Chaves County
and Southeastern New Mexico
Veteran's Transportation Network.**

MEETING DATE: May 21, 2018

STAFF SUMMARY

Action Requested by: Georgianna Hunt, Community Development Division

Action Requested: Ratification of Agreement #A-18-003

Item Summary:

Requesting Ratification of Agreement A-18-003, a User Agreement between Chaves County and Southeastern New Mexico Veterans Transportation Network to provide for the lease/use of vehicles to Southeastern New Mexico Veteran's Transportation Network to allow them to continue to provide transportation services to Veterans.

Staff recommends approval.

SUPPORT DOCUMENTS: **Resolution R-18-003**

Summary by: Georgianna Hunt

Title: Community Development Project Specialist

**AGREEMENT A-18-003
BETWEEN CHAVES COUNTY AND
SOUTHEASTERN NEW MEXICO VETERANS TRANSPORTATION NETWORK**

THIS AGREEMENT is made and entered into this 26th day of April, 2018, by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of Commissioners, hereinafter referred to as "COUNTY" and the Southeastern New Mexico Veterans Transportation Network, a non-profit corporation, acting by and through its duly appointed representative, hereinafter referred to as "VTN."

WHEREAS, VTN has provided and continues to provide services to the veterans of Chaves County regardless of race, color, creed, ethnic background or gender, and VTN desires to continue to provide these services to the veterans of the county, and

WHEREAS, VTN has been awarded 2018 Legislative funding for the purchase of vehicles. These monies are forwarded to the COUNTY and the COUNTY procures the vehicles for use by VTN, in accordance with the New Mexico Procurement Code, Section 13-1-28 through 13-1-199 NMSA, 1978, and

WHEREAS, The COUNTY desires to lease vehicles and equipment to VTN in order for VTN to continue to provide services to the residents of Chaves County.

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

1. SCOPE. The COUNTY does hereby agree to lease to VTN the vehicles and equipment described in "Exhibit A" attached hereto and incorporated into this Agreement.
2. RENT. The lease amount shall be paid in annual installments of Fifty Dollars (\$50.00) per van per year. All rentals required by the terms of this Lease shall be paid in lawful money of the United States or by check or draft of VTN redeemable in lawful money of the United States, and shall be paid to Chaves County Treasurer, PO Box 1172, Roswell, NM 88202-1772 (check shall reference this Agreement).
3. TERM. The term of this Lease will be for a period of five years commencing July 1, 2018 and terminating December 31, 2023. Either party may terminate this Lease with or without cause, by giving the other party sixty (60) days written notice of their intention to terminate. Upon the completion or termination of this Agreement VTN shall surrender the vehicles and equipment to the COUNTY in as good condition and repair as the same shall be at the commencement of the Lease, excepting only natural wear and decay which cannot reasonably be arrested by regular repair and maintenance.

4. MAINTENANCE AND REPAIRS. During the term of this Lease, VTN shall make, at its own expense, all repairs needed to maintain the vehicles and equipment in good working condition.

5. INSURANCE. At all times during the term of this Lease, VTN shall, at its sole cost and expense, and maintain a comprehensive automobile insurance policy which provides full coverage for the vehicles described in Exhibit A. The policy shall be in the amount of \$1,000,000.00 with no limiting modifications and shall include the COUNTY as an additional insured party. VTN shall provide the COUNTY with evidence of such insurance.

6. INDEMNIFICATION AND HOLD HARMLESS. VTN agrees to defend, indemnify, and save COUNTY harmless from and against any and all claims, losses, damages or expenses of litigation arising out of the use of the vehicles by VTN, its agents, employees or invitees, or out of any accident or other incident or occurrence arising out of the use of the vehicles, causing injury or death to any person whomsoever, or damage to property whatsoever, due directly or indirectly to the use of the vehicles by VTN, its agents, employees, invitees or patrons.

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

7. CONTRACTOR STATUS. VTN and its employees and agents are independent contractors and are not employees of the COUNTY. As such, VTN has no authority to contract for nor obligate the COUNTY in any manner.

8. ASSIGNMENTS, LEASES AND SUBLEASES. VTN shall not assign any interest under the terms of this Lease or sublease the vehicles without the prior written consent of the COUNTY.

9. NOTICES. At any notice provided for herein shall be sufficiently given if served personally or if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party to whom the notice is to be served. If either the COUNTY or VTN shall at any time change its name, or if there be an assignment or other disposition of lease rights by either party, or if either party changes the place of address to which such notice or communication shall be sent, written notice of such communication shall be given to the other party. Until further notice in writing is served, any notice or communication with reference to this Lease Agreement addressed to COUNTY may be addressed to Chaves County Manager, PO Box 1817, Roswell, NM 88202-1817, and any such notices or communication addressed to VTN may be addressed to 2114 W 2nd Street, Roswell, New Mexico 88201. Notices given as provided herein shall be deemed effectively given as of the date of personal delivery or as of the third business day following the date of deposit of same for mailing in the United States Post Office.

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

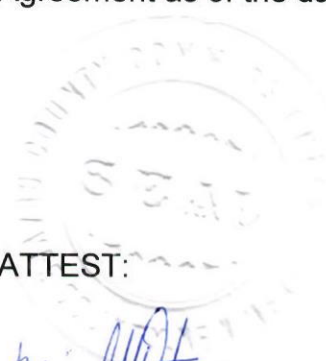

11. AMENDMENTS. The parties hereto agree that this Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

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

BOARD OF CHAVES COUNTY COMMISSIONERS

By: 
Robert Corn, Chairman

ATTEST:


by: 
Dave Kunko, County Clerk

SOUTHEASTERN NEW MEXICO VETERANS TRANSPORTATION NETWORK


Magil Duran, President

**Exhibit A
to
Agreement A-18-003**

The following vehicles are included in this Lease Agreement:

Two (2) Seven (7) passenger, all-wheel drive, wheelchair and handicapped equipped vans. \$50,000.00 per van

VIN _____

VIN _____

Fair Market Lease for each van is \$110.00 per day, 250 days per year, for a total value of \$27,500.00 per van.

Services SENMVTN donates to our Community

Average of 15,000 miles per month at \$0.45 per mile \$81,000.00 / van

Rent and Fees

1. Annual rent covers any admin costs County might incur \$50.00 / van

These numbers show that the County receives a huge benefit from SENMVTN. The amount of services provided by SENMVTN is more than the fair market value of the vans.

AGENDA ITEM: 7

Ratification of Agreement A-18-011 between
Chaves County and the State of New Mexico
Children, Youth and Families Department

MEETING DATE: 05/21/2018

Action Requested by: Lucia Serrano, Continuum Coordinator

Action Requested: Ratification of Agreement A-18-011

Item Summary:

Working with the Chaves County Comprehensive Strategy Board, Chaves County applied for funding under CYFD. As a result, Chaves County was awarded \$206,046.00 for the following programs:

Juvenile Justice Continuum Coordinator	*	\$35,246.00
Youth Advocacy	*	\$46,000.00
Gender-specific Program	*	\$15,000.00
Alternative Education	*	\$37,500.00
Building Assets Program	*	\$67,200.00
Why Try Middle School Program	*	\$5,100.00

The term of the Agreement will extend through June 30, 2019.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-18-011

Summary by: Lucia Serrano

Title: Continuum Coordinator

A-18-011
STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
JJAC Continuum and Compliance Monitoring
AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as the “Agency,” and **CHAVES COUNTY**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Agency.

WHEREAS, the Agency is the State agency designated to receive and administer federal funds and desires to engage and the contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

NOW THEREFORE, the Agency and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I. Term of Agreement

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY THE AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate on **June 30, 2019** unless terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations).

ARTICLE II. Scope of Work

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as “**Attachment 1 – Scope of Work**” and incorporated herein by reference, unless amended or terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations), infra. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Scope of Work.

ARTICLE III. Limitation of Cost

The total amount of the monies payable to the Contractor under this Agreement shall not exceed **Two Hundred and Six Thousand Forty Six Dollars and Zero Cents (\$206,046.00)**. The annual budget is attached hereto as “**Attachment 2 – Budget**” and incorporated herein by reference.

ARTICLE IV. Payment

The Agency shall make monthly payments to the Contractor for services and costs specified in **Attachment 2 - Budget**. The Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Agency. The Contractor’s failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

ARTICLE V. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered,

ARTICLE VI. Termination of Agreement

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Article (VI)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XXIII, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the Agency as soon as practicable.

ARTICLE VII. Funds Accountability

The parties shall provide for strict accountability of all monies made subject to this Agreement.

The Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Contractor pursuant to this Agreement. The Contractor will include all monies made subject to this Agreement in the annual audit and will provide the Agency with a copy of the annual audit.

ARTICLE VIII. Maintenance of Records

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. The Contractor agrees to comply with the requirements and regulations set forth in **Attachment 3—Administrative and Fiscal Standards**, unless the Contractor effectively demonstrates in writing, with written approval from the Agency, that any specific Standard is inapplicable to such Contractor.

ARTICLE IX. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

ARTICLE X. Amendments

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article VI herein, or to agree to the reduced funding.

ARTICLE XI. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

ARTICLE XII. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

ARTICLE XIII. Acquisition of Property

The parties agree that neither party shall acquire any property as the result of this Agreement, unless approved by the Agency or defined in the scope of work.

ARTICLE XIV. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

ARTICLE XV. Execution of Documents

The Agency and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

ARTICLE XVI. Sub-Contracts

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the Agency Secretary or Designee. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Agency. Contractor must notify subcontractors that they are subject to Article VIII - Maintenance of Records of this agreement.

ARTICLE XVII. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

ARTICLE XVIII. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

ARTICLE XIX. Lobbying Certification

The Contractor, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an

employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

ARTICLE XX. New Mexico Employees Health Coverage
(Governmental entities are excluded from this provision)

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the State of New Mexico.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

ARTICLE XXI. Background Checks

Agency contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. Additionally, all Information Technology (IT) contractors are required to have a background check. The contractor must submit to Agency Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. The Agency Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. An Agency eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.

ARTICLE XXII. Health Insurance Portability and Accountability Act of 1996

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996, and the terms in **Attachment 4, Business Associate Agreement**, which is attached and incorporated by reference.

ARTICLE XXIII. Appropriations

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, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

ARTICLE XXIV. Suspension and Debarment Form

The Contractor agrees to comply with the guidelines set for the in the Suspension and Debarment Form in **Attachment 5, Suspension and Debarment Form**.

ARTICLE XXV. Federal Award Identification

Federal award information shall be provided to Contractor based on Uniform Grant Guidance requirements, Title 2 Subtitle A Chapter 2 Part 200 Subpart D Section 200.331. This information relates to sub-recipients of Federal award at the time of award in **Attachment 6, Federal Award Identification form**.

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

Contractor – CHAVES COUNTY



Authorized Signatory

Date: 5/10/18

Chaves County Commission Chair
Printed Title of Authorized Signatory



Legal Counsel, Contractor

Date: 5/10/18

Agency – New Mexico Children, Youth and Families Department

Secretary or Designee, CYFD

Date: _____

Chief Financial Officer, CYFD

Date: _____

Approved as to legal form and sufficiency.

Office of General Counsel, CYFD

Date: _____

Attachment 1 – Scope of Work
Chaves County

Goal:

To improve the Juvenile Justice System and decrease the incidences of juvenile delinquency in the community while increasing the emphasis on prevention and early intervention in juvenile justice services.

Objective:

To provide a continuum of cost effective services and temporary, non-secure alternatives to detention for youth who have been arrested or referred to the juvenile probation office or are at risk of such referral.

Activities:

The Contractor shall:

- A. Develop and maintain a juvenile justice advisory board, herein referred to as the “Community Advisory Board (CAB)”, as required by statute under the Juvenile Continuum Act and the New Mexico Administrative Code 8.14.13.7(E). The Contractor, through the Juvenile Justice Continuum Coordinator (refer to paragraph B), will organize and coordinate regular meetings of the CAB.

The CAB will:

1. Develop and improve the “Comprehensive Strategic Plan” for juvenile justice and detention reform in Chaves County to be updated a minimum of once per year;
2. Set policy for the Comprehensive Strategic Plan and the activities supported under this Agreement;
3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Scope of Work;
4. Provide oversight for the programs/service identified in the Scope of Work;
5. Continue to collaborate with the City and County to ensure improvements in the operational collaboration of local resources and service providers; and
6. Maintain a plan for sustainability of the programs/services implemented by the CAB.

- B. Contract with or hire a Juvenile Justice Continuum Coordinator who will:

1. Organize, coordinate and provide staff support for the CAB; this will include board development activities in conjunction with the CAB chair;
2. Inform the Agency’s Program Manager of the date of each meeting and submit a copy of the written minutes of each meeting, within thirty (30) days of the meeting;
3. Submit to the Agency’s Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Program Invoice and Expenditure Report forms, signed and sated by an authorized agent of the Contractor, to ensure that requests for reimbursement are submitted by the due date of the fifteenth (15)

- day of the following month, unless otherwise approved by the Agency's Program Manager, in advance;
4. Provide data reports as required by the federal government, corresponding to the activities described in this Scope of Work. The Agency's Program Manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency and must accompany the monthly invoice. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
 5. Provide the Agency standardized progress reports monthly;
 6. Submit to the Agency a written "Final Report" no later than 15 days after the termination of this Agreement and such other reports deemed necessary by the Agency. The Final Report shall contain at a minimum, but not be restricted to:
 - a. a year plan for sustainability of programs/services;
 - b. accomplishments/milestones achieved during this Agreement period;
 - c. statements regarding achievements, obstacles and progress made regarding the performance measures and related outcomes; and
 - d. continuing development and improvement of the Comprehensive Strategic Plan for a continuum of detention alternative program and services.
 7. Attend meetings as required by the Agency.
- C. The Contractor, based upon their application for the Juvenile Justice Continuum Grant and Title II Formula, Grant, submitted for state fiscal year 2019, and incorporated herein by reference, agrees to contract with or hire to provide the following services as detailed in the aforementioned grant application which has been incorporated by reference, to youth, referred by the required partners or that are at risk of receiving such a referral, reimbursed based upon the fixed prices and number of youth to be served listed in Attachment 2 – Budget:
1. Alternative Education Program,
 2. Building Assets Program;
 3. Youth Advocacy;
 4. Gender Specific Programming;
 5. Why Try Middle School Program.

Duties and Responsibilities:

The Contractor shall:

- A. Ensure that the CAB meets all goals and objectives and completes activities as specified in this contract and in compliance with all applicable state and federal laws.
- B. The Contractor agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for program activities.

- C. The Contractor understands that the Agency reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Contractor and sub-contractors prior to each visit.
- D. The Contractor understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
- E. Attend meetings and trainings as required by the Agency.
- F. Provide copies of the CAB's meeting minutes within thirty (30) days of the meeting.
- G. The Contractor agrees to demonstrate an emphasis on effective, evidence-based strategies.
- H. Ensure that all programs must commence and be operational within ninety (90) days of the last signatory executing this Agreement. If the Contractor's program has not commenced or is not operational within that timeframe, the Contractor must report in writing to the Agency the steps taken to initiate the program, the reasons for the delay, and the expected starting date prior to the end of the ninety (90) days. If this justification is not received prior to the end of the ninety (90) days, the Contractor's program, at the Agency's discretion, may be terminated and the funds allocated to that program redistributed to other sites or programs.
- I. Submit reimbursement invoices to the Agency no later than fifteen (15) days after the end of each month. At a minimum, invoice documentation must include:
 - 1. The approved Agency's Program Invoice and Expenditure Report forms; and
 - 2. Any supporting documentation the Agency requires to verify the expense. This includes, but is not limited to invoices, receipts, time sheets, payroll registers, general ledger account reports, and proof of payment.
- J. Submit monthly programmatic data reports no later than fifteen (15) days after the end of each month. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or hand written.
- K. Submit a final closeout report outlining all accomplishments, measurement of goals and objectives, and barriers to successful implementation or completion of this program within fifteen (15) days of the termination date of this Agreement. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or hand written.
- L. The Contractor agrees to comply with any and all additional reporting requirements or informational requests imposed by the Agency, Department of Justice, Office of Justice Programs, or the New Mexico Legislature. The Agency will notify the Contractor of any additional reporting requirements as they are imposed.

M. Through the Budget Adjustment Request (BAR) form, submit to the Agency any amendments by the Contractor to request changes and/or corrections for any programmatic, administrative, or financial element associated with this Agreement. The Agency, by written notice, has the right to deny any amendment request. All final BAR forms must be submitted to the Agency no later than forty-five (45) days prior to the end of the fiscal year. Requests submitted after that date may not be accepted or approved.

N. Communication and details concerning this Agreement shall be directed to the following representative:

<u>Agency</u>	<u>Contractor</u>
Cindy Varela	Joe Sedillo
JJAC Grant Manager	Chief Financial Officer
Children, Youth and Families Department	Chaves County
P.O. Drawer 5160, Room 541B	#1 St. Mary's Place
Santa Fe, NM 87502	Roswell, NM 88203
(P) 505-629-3223	(P) 575-624-6646

O. The Contractor's obligation to the Agency shall not end until all close out requirements are completed. Activities during this period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and accounts receivable to the Agency), performance measurement reports and determining the custodianship of records.

P. The Contractor shall obtain written approval from the Agency for any travel outside the State of New Mexico with funds provided under this Agreement. Per Diem and mileage, and other miscellaneous expense, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC. The request will be in the Agency provided form and format.

Q. The Contractor will include all applicable provisions of this Agreement in every sub-contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-contractors.

R. The Contractor, as well as all sub-contractors, is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

S. The Contractor agrees to comply with applicable restrictions on sub-contracts that do not acquire and provide a Data Universal Numbering System (DUNS) number. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

T. The Contractor agrees that award funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

This restriction does not apply to the use of funds for any federal, state, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Any such activity funded under this Agreement must be reported to the Agency immediately.

- U. The Contractor is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this contract, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers, as pursuant to Executive Order 13513. "Federal Leadership on Reducing Text Messaging While Driving", 74 Fed. Reg. 51225 (October 1, 2009).
- V. The Contractor understand and agrees that any training or training materials developed or delivered with funding provided under this contract must adhere to the Office of Justice Programs Training Guiding Principles for Grantee and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
- W. Mandatory Reporting Information: Under New Mexico law, all persons are mandatory reporters of suspected abuse or neglect of children. If the contractor suspects abuse or neglect in the audited facilities, the contractor must contact the New Mexico Statewide Central Intake Hotline (SCI) at 1-855-333-SAFE or #SAFE from a cellphone.

The Agency shall:

- A. Reimburse Contractor for verified services provided and incurred costs as stated in Attachment 2 – Budget.
- B. Provide information and/or make referrals for training and technical assistance.
- C. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the budget of Contractors who do not provide sufficient services, do not submit the required programmatic and financial reports as required, or do not expend funds under this Agreement in a timely manner. The Agency retains the sole discretion to reduce contract amount and reallocate the resulting funds to a Contractor that is able to provide the required services during the contract period. Additionally, any funds not used per the budget as stated in Attachment 2 – Budget shall revert unless otherwise allowed by the Agency in writing.
- D. The Agency will review:
 - 1. Sub-contracts and programs for accomplishment of Outcomes and Performance Measures as set forth in this Agreement.
 - 2. The Community Advisory Board activities and member participation in periodic meetings of the CAB, including minutes of each Board meeting to be provided to the Agency.

3. Any additional funding received by the Contractor for the specific activities and programs included in this Agreement, including efforts by the Contractor to sustain and enhance funding for these programs. The Agency also retains the sole discretion to adjust amounts received under this Agreement if funds are received by the Contractor from other sources for the same services and activities to be performed under this Agreement.

Data Collection:

As a condition of funding, the Contractor agrees to report, at minimum, the following demographics, core measures and performance measurements.

Demographics:

- A. City, State and Zip Code for each youth served;
- B. Race/Ethnicity;
- C. Population Served:
 1. At-Risk Youth;
 2. First Time Offender;
 3. Repeat Offender;
 4. Sex Offender;
 5. Status Offender; and
 6. Violent Offender.
- D. Youth Currently in Detention;
- E. Gender:
 1. Male;
 2. Female; or
 3. Transgender.
- F. Month and Year of Birth;
- G. Geographic Location:
 1. Urban;
 2. Tribal;
 3. Rural; or
 4. Frontier.
- H. Other Population Information:
 1. Mental Health;
 2. Substance Abuse;
 3. Truant/Dropout; or
 4. Pregnant.

Core Measures:

- A. New youth admissions during this reporting period;
- B. Number of program youth carried over from previous reporting period;
- C. Total number of youth in the program;
- D. Total number of youth who exited the program during the reporting period;
- E. Number of youth who exited the program having completed the program requirements during the reporting period;

- F. Percent of youth who successfully completed the program;
- G. How many youth is your program designed to serve;
- H. Number of current program youth who had an arrest during the reporting period;
- I. Number of current program youth who were committed to a juvenile facility during the reporting period;
- J. Number of program youth who had a re-arrest during the reporting period;
- K. Number of program youth who were re-committed during the reporting period;
- L. Number of program youth who were re-sentenced/received a subsequent consequence during the reporting period;
- M. Number of program youth with gang activity;
- N. Number of program youth who reported being satisfied with the program;
- O. Total number of program families; and
- P. Number of program families who report being satisfied with the program.

CYFD Performance Measures:

A. Alternatives to Detention:

- 1. Number of detention alternative program options;
- 2. Number of program youth receiving risk assessments (RAI); and
- 3. Number of program youth who return to all scheduled hearings.

B. Delinquency Prevention:

- 1. Number of parents served;
- 2. Number of program youth who received services for substance use;
- 3. Number of program youth with noted behavioral change;
- 4. Number of program youth who received services for this behavior;
- 5. Number of program youth with improved school attendance;
- 6. Number of program youth who received services for this behavior;
- 7. Number of program youth who exited the program having completed the program requirements.

C. Diversion:

- 1. Total number of program youth who received services for this behavior;
- 2. Number of program youth with noted behavior change;
- 3. Number of first time offenders; and
- 4. Number of youth formally processed.

D. Mentoring:

- 1. Total number of mentors;
- 2. Total time, in days, of service across all mentors for this reporting period;
- 3. Number of youth in the program who received services for this behavior;
- 4. Number of youth in the program with noted behavior change;
- 5. Number of mentors who returned the survey;
- 6. Number of mentors who reported being satisfied with the program;
- 7. Number of volunteer advocates in the program; and
- 8. Number of volunteer advocates remaining active until case completion.

E. Restitution/Community Service:

1. Amount of restitution owed this reporting period;
2. Amount of restitution paid this reporting period;
3. Amount of restitution carried over from last reporting period;
4. Number of current program youth charged with a probation violation;
5. Number of crime victims served by the program;
6. Number of crime victims served that returned a survey; and
7. Number of crime victims who report being satisfied with the program.

F. Restorative Justice:

1. Number of case dispositions;
2. Number of case dispositions that included restorative justice;
3. Number of crime victims;
4. Number of crime victims to participate in restorative justice;
5. Average time in hours spent by the victims' advocates with victims;
6. Average number of contacts between victim and victim advocates;
7. Number of cases in which community members had input into the offender disposition;
8. Number of offenders ordered to pay restitution;
9. Number of offenders that pay restitution;
10. Total number of offenders handled;
11. Number of youth to have restorative justice requirements; and
12. Number of youth to successfully complete their restorative justice requirements.

Program Specific Performance Measures:

A. Alternative Education Program:

1. Increase in youth literacy;
2. Youth return to school, grade advancement; and
3. 100 % Completion of pre and post behavioral assessments.

B. Building Assets Program:

1. School boundaries: Youth will recognize clear rules and consequences;
2. Responsibility: Youth will accept and take personal responsibility;
3. Achievement Motivation: Youth will be motivated to do well in school;
4. Interpersonal Competence: Youth will have empathy, Number of program youth who received services for this behavior;
5. Honesty: Youth will tell the truth even when difficult;
6. Resistance Skills: Youth will resist negative peer pressure and dangerous situations.

C. Youth Advocacy:

1. Decrease in recidivism;
2. Youth will attend school,
3. Youth will complete the school year;
4. Youth will have an improved home/school/community life, and
5. Youth will refrain from self-harm and substance abuse.

D. Gender Specific Programming:

1. Youth will complete the program;
2. Decrease in recidivism;
3. Youth will attend school,
4. Youth will have an improved home/school life; and
5. Youth will complete a pre and post tests.

E. Why Try Middle School Program:

1. Achievement Motivation: Youth will voice importance of doing well in school,
2. Positive Peer Influence: Youth will identify positive responsible behaviors,
3. Resistance: Youth will identify ways to resist negative peer pressure,
4. Restraint: Youth will refrain from using drugs and alcohol or becoming sexually active at this age.

PullTogether Language

1. If Contractor's information is on PULLTOGETHER.org, Contractor is responsible for ensuring that their contact information is current on the website. Updated information may be sent to info@pulltogether.org.
2. If Contractor's information is not on PULLTOGETHER.org and they would like to request that their information be on the website, please send a request to info@pulltogether.org.
3. If printed materials or printed items are purchased utilizing funds under this contract, those items will be on a PullTogether template or have the PullTogether logo. To obtain the template or logo please email info@pulltogether.org.
4. Contractor is responsible for reaching out to three other non-profits or organizations in their area that serve child and families to discuss how to better collaborate and deliver services in a coordinated manner. A list of non-profits or organizations may be found on PULLTOGETHER.org.

Attachment 2 – Budget
Chaves County

The Contractor shall be paid at the following rate:

<u>Description</u>	<u>Amount</u>
A. <u>Continuum and Board Activities:</u>	
Continuum Coordinator	= \$34,000
Travel	= 946
Youth Committee Members	= <u>300</u>
	\$35,246
B. <u>Alternative Education Program:</u>	
Based on 30 youth to be served	\$150 x 250 days = <u>\$37,500</u>
C. <u>Building Assets Program:</u>	
Based on 120 youth to be served	
Classes	\$150 x 448 Classes = <u>\$67,200</u>
D. <u>Youth Advocacy:</u>	
Based on 160 youth to be served	
Referral and Assessment	\$60 x 100 Youth = \$ 6,000
Case Management	\$40 x 300 Youth = 12,000
Court Hearings	\$40 x 200 Youth = 8,000
Home/Jail Visits	\$40 x 175 Visit = 7,000
Report Writing	\$65 x 200 Reports = <u>13,000</u>
	\$46,000
E. <u>Gender Specific Programming:</u>	
Based on 200 youth to be served	
Girls Circle in Community	\$150 x 50 Classes = \$ 7,500
Boys Council in Community	\$150 x 50 Classes = <u>7,500</u>
	\$15,000
F. <u>Why Try Middle School Program:</u>	
Based on 15 youth to be served	
Classes	\$150 x 34 Classes = <u>\$ 5,100</u>
Total Grant Award not to exceed:	<u>\$206,046</u>

The Contractor shall be required to source a minimum of forty-percent (40%) of the total budgeted grant amount with local matching funds. The local matching funds may consist of money, land, equipment or in-kind services. Matching funds should be expended at the same rate as the grant funds and must be reported on the monthly invoices.

Budgeted and contracted Grant Amount	\$206,046
40% Minimum Match Liability for Chaves County	<u>82,418</u>
Projected Budgeted Amount	\$288,464

* Per diem allowances for food and lodging, and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

FUNDING INFORMATION: Juvenile Continuum Grant Fund (State General Fund)

Attachment 3

CHILDREN, YOUTH AND FAMILIES DEPARTMENT'S

ADMINISTRATIVE

AND

FISCAL STANDARDS

For Sole Proprietors,

For Non-Profit Organizations,

Local Bodies of Government,

And

For-Profit Incorporated Entities

Revised February 16, 2017

Note: All contractors and subcontractors are required to adhere to all local, state and federal regulations as applicable to their operations. All contractors are required to follow audit and reporting requirements set forth in this document. In the event of a contradiction between these standards and contract requirements the contract agreement supersedes the Administrative and Fiscal Standards.

ADMINISTRATIVE STANDARDS

For Non-Profit Organizations (with the exception of New Mexico higher education institutions, executive, judicial, and legislative branches of state government)

1. The Board shall ensure that the Non-Profit Organization has current articles of incorporation that meet all of the legal requirements of the governmental jurisdiction in which the contractor is located.
2. The Board shall ensure that the Non-Profit Organization has current by-laws that are filed with the appropriate local, state, federal body or higher education institutions. At a minimum, the Non-Profit Organization's by-laws should include:
 - a. Membership (types, qualification, rights, duties);
 - b. Size of Board of Directors;
 - c. Method of selection and removal;
 - d. Duties and responsibilities of officers;
 - e. Committees;
 - f. Quorums;
 - g. Recording of minutes;
 - h. Method for amending by-laws.
3. The Board shall ensure that the Non-Profit Organization complies with applicable legal requirements and regulations of all governmental and legally authorized agencies under whose authorities it operates. These include, but are not limited to those regarding equal employment opportunity, workers compensation, unemployment insurance, affirmative action, safety, licensing, etc.
4. Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, ethnic, and racial target population. The Non-Profit Organization shall not employ a person related to a Board member by consanguinity or affinity within the third degree. This includes, but is not limited to, spouse, mother, father, brother, sister, grandparents, aunt, uncle, niece, nephew, first cousins, mother-in-law, father-in-law, brother-in-law or sister-in-law.
5. A permanent record shall be kept of all meetings of the Board. Minutes of the meetings of the Non-Profit Organization's Board are required in order to accurately record the decisions made and actions taken. These minutes shall include, but not be limited to, meeting date, names of members attending, topic discussed, decisions reached, actions taken, and attachment of any documents referenced. Board minutes shall be signed and approved by an officer of the Board.

For All Contractors

Personnel

1. The Contractor shall have a current and dated organization chart that accurately reflects the staff structure of authority, responsibility and accountability within the organization. The organizational chart must illustrate the relationship of each position or department to all other positions or departments within the organization.
2. The Contractor shall have written personnel policies and procedures. All policies and procedures shall be reviewed annually, and any changes, additions, deletions, etc., shall be dated. Procedures must be in place that allows employees to provide input into changes in agency and personnel policies and procedures.
3. The Contractor shall maintain current, written job descriptions and job qualifications for all positions (staff, consultants and direct service volunteers) within the Contractor entity. Each job description shall include, at a minimum:
 - a. Job title;
 - b. Salary range;
 - c. Duties;
 - d. Responsibilities of the positions;
 - e. Required minimum experience;
 - f. Required minimum training;
 - g. Required minimum education.
4. The Contractor shall maintain a current, accurate and confidential personnel record for each paid and direct service volunteer or employee. A personnel record on each volunteer or employee shall contain, at a minimum;
 - a. Job description;
 - b. Initial application/resume;
 - c. Documentation of reference letters;
 - d. Result of employment investigation;
 - e. Background checks;
 1. Agency contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to children. Additionally, all Information Technology (IT) contractors are required to have a background check. The Contractor must submit to Agency Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required having background checks. Agency Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. An Agency eligibility letter must be in the employee, volunteer or staff member's

personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to children.

- f. Education/experience required;
- g. Wage and salary information;
- h. Job performance evaluation;
- i. Documentation/verification of all previous and ongoing training (including all component specific training and education);
- j. Incident reports;
- k. Commendations or disciplinary actions (if any).

This information must be reliable, accurate and current. All employee and volunteer records must be kept in a locked file to ensure confidentiality.

- 5. The Contractor shall be headed by a director. The director shall be responsible for the daily operation of the Contractor through decision-making, authorization of expenditures, and the implementation of policies and procedures.

Physical Facilities

The physical facilities must meet all licensing requirements per classification and should be located, constructed, equipped and operated to promote the efficient and effective conduct of the Contractor's programs, to protect the health and safety of the persons serviced and the staff to promote the integration of those served into the community, to be accessible to persons served, staff and the community, meet the American's with Disabilities Act (ADA) and the Drug-Free Workplace Act of 1988.

FISCAL STANDARDS

For All Contractors

Compliance

- 1. The Contractor shall comply with all federal and state statutes, rules and regulations. Cost principles, administrative requirements and audit requirements, applicable to federal grants shall apply to state funds as referenced in the section Source Sheet of the CYFD Administrative and Fiscal Standards.
- 2. The Contractor shall comply with all aspects of the provision of the contract, including all insurance, bonding and audit and financial reporting requirements.
- 3. The Contractor (non-federal entities and applicants) must disclose all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- 4. The Contractor (non-federal entities and applicants) shall maintain a code of conduct policy that includes annual review and disclosure of any employee, board member or

subcontractor (e.g., consultants or independent contractors) that may have a **conflict of interest** or **conviction of a misdemeanor or felony**, had a judgment withheld or deferred, or are currently charged with committing a misdemeanor or felony.

Insurance

1. The Contractor, (with the exception of New Mexico higher education institutions, **executive, judicial, and legislative branches of state government**) shall obtain and maintain at all times during the term of this contract an Employee Dishonesty Policy covering the activities of the contractor in the amount of no less than 25% of the total (cumulative) dollar amount of the current Agency contract(s).
2. The Contractor shall obtain and maintain at all times during the term of this contract a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least \$100,000 for damage to or destruction of property arising out of a single occurrence; \$300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or \$500,000 for all claims arising out of a single occurrence. The policy shall be secured by the Contractor within thirty (30) days of the effective date of the current contract.
3. The Contractor, (with the exception of New Mexico higher education institutions **executive, judicial, and legislative branches of state government**) if insured by General Services Department's Risk Management Division, shall secure and maintain sufficient fire and extended hazard insurance on all property in the custody of the Contractor, which is furnished or owned by the Agency or in which the Agency has a financial interest, within thirty (30) days of the effective date of the current agreement. Sufficient insurance, for the purposes of this paragraph, means enough to cover the Agency's loss, if any to such property, in the event of fire or other hazard.
4. The Contractor, (with the exception of New Mexico higher education institutions **executive, judicial, and legislative branches of state government**) if insured by General Services Department's Risk Management Division, shall name Children, Youth and Families Department as an "Additional Insured" with the insurance carrier of the Contractor's liability insurance. A copy of the Contractor's "Certificate of Liability Insurance" proving compliance with all the above insurance requirements must be available upon request.

Fiscal Books of Records

The Contractor must maintain the following books of record:

1. Chart of Accounts
2. General Ledger

3. Cash Receipts and Cash Disbursements Journals
4. General Journal of adjusting entries, correcting entries, accrual entries, and cost allocation entries if not provided for in cash journals.
5. Subsidiary ledgers, if applicable to the organization.
6. Any Capital Outlay Inventory purchased with Agency funding includes at a minimum:
 - a. Description of property;
 - b. Serial number or other ID number;
 - c. Date of purchase;
 - d. Acquisition cost by funding source(s);
 - e. Location and use of property;
 - f. Disposition data including date and price, if any.
7. Payroll journals and employee earnings records.
8. Fiscal Policy and Procedures that must include:
 - a. Handling of cash/checks;
 - b. Handling of voided checks;
 - c. Authorized check signatures;
 - d. Bank reconciliations;
 - e. Separation of duties;
 - f. Accounting system;
 - g. Travel, if included in the services, will adhere to Per Diem and Mileage Act Sections 10-8-1 to 10-8-8 NMSA 1978, regulations governing the per diem and mileage Act, and 2.42.2.11 NMAC, mileage –private conveyance, effective June 19, 2009.)
 - h. Cost allocation method;
 - i. Accounting policies for donations.
 - j. Conflict of Interest Policy

Reports

1. The Contractor shall complete in full the State and Federal payroll tax forms in accordance with required time period and shall insure payroll taxes are paid within the required time frame.
2. The Contractor shall complete in full and submit the required forms of the New Mexico State Department of Labor.
3. The Contractor shall submit timely program and financial reports to the funding agencies as specified in the contracts.

Retention of Records

The following are the requirements for the retention of financial records:

1. The Contractor shall maintain for three (3) years, (in addition to current year records) detailed accounting and billing records which indicate the date, time, and nature of services rendered, records relating to contract services, and all operating financial documentation which shall be subject to inspection by the Agency and if applicable, the New Mexico State Auditor or their designee.
2. The Agency shall have a right to audit billings and related documents both before and after payment. Payments made under a contract between the Contractor and the Agency shall not foreclose the right of the Agency to recover excessive, illegal payments, and/or payments which are not in accordance with the contract.
3. The Contractor shall maintain the funds from the Agency contract **separately** in accurate financial records, books, files, and reports in accordance with generally accepted accounting principles, state and federal laws and regulation, and the requirements of the Agency as described in this Administrative and Fiscal Standards Guidance.
4. The financial management systems established by the Contractor shall ensure it provides fiscal and budgetary controls as well as sound accounting procedures. A Schedule of Revenues & Expenditures Budget to Actual Comparison for each contract must be prepared and submitted to the Agency at the same time as the annual financial audit or financial statement. The Schedule must include the approved original budget for the fiscal year, revised budget, actual revenue and expenditures and a variance column.

Audits

NOTE: Audit and financial reporting requirements are applicable to all contractors and subcontractors of the Children, Youth and Families Department.

1. Sole proprietor contractors receiving Agency funds under \$100,000.00 must submit to the Agency the Internal Revenue Services (IRS) Schedule C Profit or Loss From Business (Sole Proprietorship) and provide the State of New Mexico Taxation and Revenue Department Combined Report System (CRS-1) Form. Sole Proprietor billings are subject to review by the Agency contract and program site reviewers and must be available upon request. A Sole Proprietorship is a type of business entity that is owned and run by one individual and in which there is no legal distinction between the owner and the business.
2. Audits for a contractor receiving under \$250,000.00 per year in cumulative Agency funds (a total of all Agency contracts awarded to the contractor within a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
 - a) The contractor shall prepare financial statements that include a Revenue and Expenditure – Budget to Actual Comparison, Balance Sheet or Statement of Net Position and Income Statement or Statement of Activities. The contractor shall disclose the method of accounting used (cash or accrual) to prepare such

statements. The Revenues and Expenditures – Budget to Actual Comparison statement must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and variance column. A cash disbursement and cash receipt journal cannot take the place of the Balance Sheet and Income Statement. These financial statements shall be submitted to the Agency's Contract Audit Unit within three (3) months of the contractor's fiscal year end.

- b) This section (Section 2) does not apply to sole proprietor contracts covered under Audits section 1.
3. Audits for a contractor receiving \$250,000.00 to \$500,000.00 per year in cumulative Agency funds (a total of all Agency contracts awarded to the contractor with in a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
- a) The contractor shall have an Independent Auditor's Report of Agreed-Upon Procedures (AUP) to ensure compliance with contract requirements in accordance established by the American Institute of Certified Public Accountants. The AUP report shall be submitted to the Agency's Contract Audit Unit within nine (9) months of the contractor's fiscal year end.
 - b) The contractor shall ensure that the selected accounting firm performing the AUP report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break.
 - c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).
4. Audits for a contractor receiving \$500,000.00 or greater per year in cumulative Agency funds must disclose how much funding is being received from governmental funds (a total of all Agency contracts awarded to the contractor with in a fiscal year):
- a) The contractor shall have an Independent Audit Report that conforms to the General Accounting Standards (Yellow Book) as recommended by GAO. This Independent Audit Report shall be submitted to the Agency's Contract Audit Unit within nine (9) months of the contractor's fiscal year end. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
 - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two year break.

- c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).
5. A contractor receiving over \$750,000.00 per year in cumulative Federal funds must disclose in their financial audit report how much funding is being received from governmental funds (a total of all funds awarded to the contractor within a fiscal year) must adhere to the “uniform guidance for federal awards” (Uniform Guidance). The standards set forth in Title 2 Grants and Agreements Subtitle A Chapter II Part 200 Subpart F- Audit Requirements. For one full fiscal year after the effective date of the uniform guidance, non-federal entities must comply with the terms and conditions of their federal award, which will specify whether the uniform guidance applies. The contractor must have available upon request a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
- a) The audited financial statements shall be submitted to the Agency’s Contract Audit Unit within nine (9) months of their fiscal year end. The contractor must also have available upon request the Management Letter Comments issued by the Independent Auditor in a separate report.
 - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break.
 - c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).
6. Financial Statements, Independent Auditor’s Report of Agreed-Upon Procedures (AUP), and Audits must be mailed to:

Children, Youth and Families Department
Administrative Services Division
Contract Audit Unit
P.O. Box 5160
Santa Fe, NM 87502

SOURCE SHEET

ADMINISTRATIVE REQUIREMENTS

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

<https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

State of New Mexico Manual of Model Accounting Practices (MAP's) issued by the New Mexico Department of Finance and Administration-Financial Control Division

<http://www.nmdfa.state.nm.us/Manuals.aspx>

The State of New Mexico State Auditor, State Audit Rule

http://www.saonm.org/state_auditor_rule

COST PRINCIPLES

Title 2 CFR, Chapter 1, Part 170, Reporting Sub-award and Executive Compensation Information.

Title 2 Grants and -Agreements Subtitle A Chapter II Part 200,

- Subpart A – Acronyms and Definitions
- Subpart B- General Provisions
- Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards
- Subpart D- Post Federal Award Requirements
- Subpart E- Cost Principles
- Subpart F – Audit Requirements

FASB and AICPA Statements and Professional Pronouncements.

AUDITS

U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision).

FASB and AICPA Statements and Professional Pronouncements.

Attachment 4 – Business Associate Agreement

This is a business associate agreement in compliance with 45 CFR Section 160.504(e)(2) of the HIPAA privacy rule. Contractor understands that it may be considered a business associate of the Agency under the HIPAA Privacy and Security Rules. Accordingly, the parties agree:

- The disclosures the Agency will make to Contractor of any information that identifies an individual and includes information about the individual's health (protected health information), whether in electronic or physical form, shall be limited to the minimum reasonably necessary for Contractor's delivery of services described in the Scope of Work to which the parties have agreed to in the Contract.
- Any disclosures by Contractor of any individual's protected health information inconsistent with this agreement are strictly prohibited and shall be cause for termination of the Contract. Contractor shall take all reasonable steps to avoid such disclosures, including but not limited to implementation of all practical administrative, physical and technical safeguards.
- After the expiration of this Contract, whether because a party has cancelled it, it is fully executed or for any other cause, Contractor shall return all documents containing any individual's protected health information to the Agency. Contractor also agrees that it shall take reasonable affirmative precautions to avoid any unauthorized disclosures of protected health information to third parties.
- Contractor understands that it is responsible for reporting unauthorized disclosures, including but not limited to electronic security violations, to the Agency's privacy office or the federal Office of Civil Rights. Contractor also understands it is responsible for reporting any other disclosure for purposes other than treatment, payment or operations to the Agency's privacy office.
- Contractor agrees to bind their agents and subcontractors to the terms of this agreement.
- Contractor understands an individual has the right to inspect and request changes to the protected health information the parties use or create and that an appropriate privacy officer and/or the federal Office of Civil Rights has the authority to inspect the parties' procedures for management of the individual's protected health information.


Attachment 5

Children, Youth and Families Department

Suspension and Debarment Form

- A. Consistent with either 7 C.F.R. Part 3017, 2 C.F.R. 108 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this contract with the Children, Youth and Families Department (CYFD), known throughout this contract as “Agency”, the Contractor certifies by signing this form, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this contract, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.
- B. The Contractor’s certification in Paragraph A, above, is a material representation of fact upon which the Agency relied when this contract was entered into by the parties. The Contractor’s certification in Paragraph A, above, shall be a continuing term or condition of this contract. As such at all times during the performance of this contract, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this contract for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:
- (1) The Contractor shall provide immediate written notice to the Agency’s Program Manager if, at any time during the term of this contract, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances.
 - (2) If it is later determined that the Contractor’s certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the contract.

C. As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the Agency when it requests subcontractor approval from the Agency. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the Agency may refuse to approve the use of the subcontractor.

By:  _____
Contractor

Date: 5/10/18

Attachment 6

Children, Youth and Families Department

Federal Award Identification

As required by UGG Title 2: Grants and Agreements Subpart D §200.331 the following information is being provided:

- (i) Sub-recipient name:
- (ii) Sub-recipient's Data Universal Numbering System (DUNS) unique number:
- (iii) Federal Award Identification Number (FAIN):
- (iv) Federal Award Date (§200.39):
- (v) Sub-award Period of Performance Start and End Date:
- (vi) Amount of Federal Funds Obligated by this action:
- (vii) Total Amount of Federal Funds Obligated to the sub-recipient:
- (viii) Total Amount of the Federal Award committed to the sub-recipient by the pass-through entity:
- (ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
- (xi) Catalog of Federal Domestic Assistance (CFDA):
- (xii) Identification of whether the award is Research and Development (R&D): Yes No
- (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs):
- (xiv) Requirements imposed by pass-through entity specific to Federal award requirements:

AGENDA ITEM: 8

Requesting Approval of Resolution R-18-011 a Resolution of the Commission authorizing the submission of a 2018 CDBG application.

MEETING DATE: May 21, 2018

STAFF SUMMARY

Action Requested by: Georgianna Hunt, Community Development Division

Action Requested: Approval of Resolution R-18-011

Item Summary:

Approval of Resolution R-18-011, a Resolution of the Commission authorizes the submission of a 2018 CDBG application to the New Mexico Department of Finance and Administration for the Chaves County Courthouse Elevator project.

This resolution also authorizes Chairman Robert Corn as the Chief Executive Officer and authorized representative in all matters pertaining to the County's participation in the Community Development Block Grant.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-18-011

Summary by: Georgianna Hunt

Title: Community Development Project Specialist

RESOLUTION NO. R-18-011

A RESOLUTION OF THE COMMISSIONERS FOR CHAVES COUNTY, NEW MEXICO, AUTHORIZING THE SUBMISSION OF A 2018 NEW MEXICO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT DIVISION; AND AUTHORIZING THE CHAIRMAN, ROBERT CORN, AS THE CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY’S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the need exists within the County for neighborhood improvement projects in several low and moderate income neighborhoods, and that the County desires to apply to the Housing and Urban Development’s Community Development Block Grant Program to obtain funding for neighborhood improvement projects; and

WHEREAS, Chaves County has held three (3) public hearings for public input and comment on the following dates: February 1, 2018 Commission Chambers-10 am; March 20, 2018 Midway Vol. Fire Station 2 pm; March 21, 2018 Hagerman Library 5pm; during the 2018 application process; and

WHEREAS, Chaves County finds that there is a significant need to provide adequate services to the community; and

WHEREAS, Chaves County determines that Public Facility Improvements (Courthouse Elevator) meets the requirements of the Community Development Block Grant Program.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CHAVES COUNTY, NEW MEXICO, that

1. Chaves County is hereby authorized to prepare and submit a 2018 Community Development Block Grant Application to the New Mexico Department of Finance and Administration/Local Government Division for Public Facility Improvements (Courthouse Elevator);
2. The Chaves County directs and designates Robert Corn, Chairman, as the County’s Authorized Representative to act in all matters in connection with this application and with the County’s participation in the New Mexico Community Development Block Grant Program;
3. The Chaves County’s officials and staff are directed to complete any and all acts necessary to carry out the intent of this Resolution;

4. That the full application amount be up to and no more than the maximum amount allowed which is \$ **750,000** of grant funds and phased amount of \$ _____ for Public Facility Improvements (Courthouse Elevator);
5. That it further be stated that Chaves County is committing a \$ **5% or 10% match** from its General Fund, and \$ _____ (Leveraging amount, for example: Legislative Grant, General Fund, Enterprise Fund, etc.); _____, as a cash contribution toward the Public Facility Improvements (Courthouse Elevator).

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2018.

Signature, Chief Elected Official

Chaves County
Applicant Entity

Robert Corn
Name (Typed or Printed)

County Chairman
Title _____ Date _____

SWORN TO AND SUBSCRIBED
Before me on this _____ day
of _____, 2018.

Notary Public

My commission expires

AGENDA ITEM: 9

Resolution R-18-012

MEETING DATE: May 21, 2018

Deletion of property & proposed disposition

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Lucia Serrano

ACTION REQUESTED:

Approval of Resolution R-18-012

ITEM SUMMARY:

Your approval of this resolution will allow staff to remove the attached inventory and send the items to a public online auction.

Exhibit 'A' has the assets listed.

Staff recommends approval.

SUPPORT DOCUMENTS:

Resolution R-18-012

SUMMARY BY: Lucia Serrano

TITLE: Juvenile Justice Continuum/ DWI Coordinator

RESOLUTION R-18-012

DELETION OF PROPERTY AND PROPOSED DISPOSITION

At a regular meeting of the Board of Chaves County Commissioners held on May 21, 2018 the following was among the proceedings:

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

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

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

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

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

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

Done at Roswell, New Mexico, this 21st Day of May.

**BOARD OF CHAVES COUNTY
COMMISSIONERS**

Robert Corn, Chairman

William E. Cavin, Vice-Chairman

T. Calder Ezzell Jr, Member

Jeff Bilberry, Member

James W. Duffey, Member

ATTEST:

Dave Kunko
County Clerk

Exhibit 'A'

Asset ID #	Description	Department
005546	Mobile Home- Located at Dunken Fire Dept.	Road Dept.
010588	Printer	Clerk
002868	Chair	Clerk
002864	Chair	Clerk
002858	Chair	Clerk
002819	Chair	Clerk
002788	Chair	Clerk
002744	Chair	Clerk
002015	Chair	Clerk
012987	Computer	Clerk
012352	Computer	Clerk
012351	Computer	Clerk
012348	Computer	Clerk
012346	Computer	Clerk
009626	Laptop	Clerk
008897	Computer	Clerk
N/A	3 Computers	Clerk
N/A	5 Air Filters	Flood
N/A	1 Fuel Filter	Flood
N/A	1 Oil Filter	Flood

CHAVES COUNTY FIXED ASSETS DISPOSAL FORM

Entered: _____
Finance Office/Date

Action Taken

Permanent Transfer: _____

Temporary Transfer: _____

Disposal: _____

Batch #: _____

Please complete this form utilizing departmental inventory report to record all information.

From: Department

To: Department

Property Tag #

Full tag number from inventory repo

			-			
--	--	--	---	--	--	--

			-			
--	--	--	---	--	--	--

005546

Old Location:

New Location:

Description Code

Dunkin

Purchase Price:

Disposal Date:

Sale Value:

\$23,214.62

		1			1	
--	--	---	--	--	---	--

\$

Description:

mobile home in Dunkin on County

Property

Disposition Codes:

1	1
---	---

- 11. Auction
- 12. Sold
- 13. Donated
- 20. Duplicate
- 21. Budget Replacement
- 22. Surplus
- 23. Beyond Repair
- 24. Obsolete

- 25. Trade-In
- 26. Fire
- 27. Combined with another tag
- 28. Traded for another item
- 29. Deleted - Other
- 31. Missing - Unknown
- 32. Missing - Known
- 33. Stolen
- 99. Reported missing then found

Form shall be signed by Departmental Custodians who are held accountable for proper care and location of equipment and machinery.

Road Dept
From: Department/Division

To: Department/Division

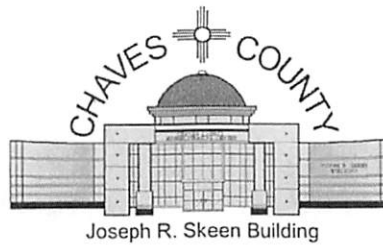
Authorized Signature/Date

Authorized Signature/Date

ROAD DEPARTMENT

1505 East Brasher Road
Roswell, New Mexico 88203
Phone: 575-624-6610
Fax: 575-627-4360

Road Operations Director
Joe E. West



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

County Manager
Stanton L. Riggs

To: Lucia Serrano
From: Joe West
Re: Dunken Mobile Home
Date: May 9, 2018

We would like to send the mobile home that is located at the Dunken Yard (**Property Tag # 005546**) to the next available auction.

When the home was purchased, the Road Dept had an employee that lived at the home full time. That employee has since retired from the County and we have made adjustments to the living arrangements in Dunken for the replacement employee that are more economical to Chaves County.

Thank you!

A handwritten signature in black ink, appearing to read "Joe E. West", is written over a light blue horizontal line.

Joe E. West

Chaves County Road Operations Director

AGENDA ITEM: 10

R-18-013 Action Taken on All 2018
Requests for Road Vacations

MEETING DATE: May 18, 2017

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Bill Williams, Public Services Director

ACTION REQUESTED: Make Decisions on 2018 Road Applications

ITEM SUMMARY:

The Chaves County Commission held a public hearing on the 2018 Road Vacation requests on April 19, 2018. The Commission reviewed and inspected the roads on April 23, 2018. At this time, the Commission needs to decide as to the disposition of the 2018 Road Vacation applications.

SUPPORT DOCUMENTS: Resolution R-18-013, list of roads requiring final disposition

SUMMARY BY: Bill Williams

TITLE: Public Services Director

REMAINING 2018 ROAD VACATION REQUESTS FOR FINAL DISPOSITION

Request	Requested By	Length	Road Number/Name
#2	Cliff Waide	Approx. 1.54 miles	C3-014 Chickasaw Road
#4	BNSF	Approx. .45 mile	C3-014 Chickasaw Road
#6	Tom Conlee	Approx. .26 mile	C1-140 E. Mescalero NCM
#10	Chaves County	Approx. .45 mile	C3-145 Raleigh Road
#11	Chaves County	Approx. .26 mile	C1-176 Pack Road
#12	Chaves County	Approx. .5 mile	Joy Road
#13	Chaves County	Approx. .59 mile	C3-024 Gloria Road
#14	Chaves County	Approx. .15 mile	C3-159 Sharon Road
#15	Chaves County	Approx. .81 mile	C3-158 Tabitha Road
#16	Chaves County	Approx. .15 mile	C3-155 Ursula Road

Request numbers 1, 3, 5 and 7 were eliminated at the request of the Freeholders

Request numbers 8 and 9 were removed by the requestor, Chaves County

RESOLUTION R-18-013
ACTION TAKEN ON ALL 2018 REQUESTS FOR ROAD VACATION AND ROAD
MAINTENANCE AT THIS REGULARLY SCHEDULED MEETING OF
THE BOARD OF CHAVES COUNTY COMMISSIONERS

WHEREAS, the Board of Chaves County Commissioners did receive requests for Road Vacation and Road Maintenance, and

WHEREAS, the Board of Chaves County Commissioners conducted a Public Hearing on April 19, 2018, to consider input received from the public, board of freeholders, and staff with regard to the received applications; and

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

NOW THEREFORE BE IT RESOLVED, the following action was taken on all requests received by the February 8, 2018, deadline, at the meeting of the Chaves County Board of Commissioners:

Application #1 (Road Vacation): requested by Steven Ellyson for approx. 2.37 miles of Felix Canyon Road. The Chaves County Board of Freeholders rejected the request as they deemed the road primary access to Public Lands, and

Application #2 (Road Vacation): requested by Cliff Waide for approx. 1.54 miles of Chickasaw Road. The Board of Chaves County Commissioners did/did not approve the request as submitted, and

Application #3 (Road Vacation): requested by Terry Bogle for approx. 1 mile of Caddo Road. The Chaves County Board of Freeholders rejected the request as they deemed the road crucial to farmers, commuters, and emergency responders, and

Application #4 (Road Vacation): requested by BNSF Railway for approx. .45 mile of Chickasaw Road. The Board of Chaves County Commissioners did/did not approve the request as submitted, and

Application #5 (Road Vacation): requested by Helen Henderson for approx. 5 miles of Picacho Road. The Chaves County Board of Freeholders rejected the request as they deemed the road to have frequent daily use by numerous hunters, ranchers, commuters and emergency responders for commerce between Lincoln and Chaves Counties, and

Application #6 (Road Vacation): requested by Tom Conlee for approx. .26 mile of East Berrendo Road. The Board of Chaves County Commissioners did/did not approve the request as submitted, and

Application #7 (Road Vacation): requested by H.C. Hendricks for approx. 4.77 miles of Picacho/Felix Canyon Road. The Chaves County Board of Freeholders rejected the request as they deemed the road primary access to Public Lands, frequent daily use by numerous hunters, ranchers, commuters and emergency responders for commerce between Lincoln and Chaves Counties and US highways 70 and 82, and

Application #8 and Application #9 (Road Vacation) Ogalalla and Natchez Roads: Chaves County withdrew their applications for these roads after re-evaluating them, and

Application #10 (Road Vacation): requested by Chaves County for approx. .45 mile of Raleigh Road. The Board of Chaves County Commissioners did/did not approve the request as submitted, and

Application #11 (Road Vacation): requested by Chaves County for approx. .26 mile of Pack Road. The Board of Chaves County Commissioners did/did not approve the request as submitted, and

Application #12 (Road Vacation): requested by Chaves County for approx. .5 mile of Joy Road. The Board of Chaves County Commissioners did/did not approve the request as submitted, and

Application #13 (Road Vacation): requested by Chaves County for approx. .59 mile of Gloria Road. The Board of Chaves County Commissioners did/did not approve the request as submitted, and

Application #14 (Road Vacation): requested by Chaves County for approx. .15 mile of Sharon Road. The Board of Chaves County Commissioners did/did not approve the request as submitted, and

Application #15 (Road Vacation): requested by Chaves County for approx. .15 mile of Tabitha Road. The Board of Chaves County Commissioners did/did not approve the request as submitted, and

Application #16 (Road Vacation): requested by Chaves County for approx. .15 mile of Ursula Road. The Board of Chaves County Commissioners did/did not approve the request as submitted, and

NOW THEREFORE BE IT FURTHER RESOLVED, that the Board of Chaves County Commissioners hereby grants final approval to become effective immediately.

DONE THIS 21ST day of May 2018, at Roswell, Chaves County, New Mexico.

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: 11 Resolution R-18-014

MEETING DATE: May 21, 2018 Approval of Budget Interim FY 18-19

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Joe Sedillo, Chief Financial Officer

ACTION REQUESTED:

Approval of Resolution R-18-014

ITEM SUMMARY:

The Finance Committee and staff have reviewed the departmental budget requests with elected officials and department heads.

An Interim Budget was then submitted to the Board of County Commissioners at a workshop on Thursday, May 10th, and the budget document was amended and is being presented in its revised form.

Staff recommends approval of Resolution R-18-014

SUPPORT DOCUMENTS:

Resolution R-18-014

SUMMARY BY: Joe Sedillo

TITLE: Chief Financial Officer

**RESOLUTION R-18-014
FY 2018-2019 INTERIM BUDGET**

At a special meeting of the Board of Chaves County Commissioners held on May 21, 2018 the following was among the proceedings:

WHEREAS, the Governing Body in and for the County of Chaves, State of New Mexico, has developed an interim budget for fiscal year 2018-2019; and,

WHEREAS, the budget was developed on the basis of need through cooperation with all user departments, elected officials and other department supervisors; and,

WHEREAS, the attached budget document was prepared in compliance with Chaves County Budget Policy, Resolution R-01-015; and,

WHEREAS, IT IS THE MAJORITY OPINION OF THIS Board that the proposed budget meets the requirements as currently determined for fiscal year 2018-2019.

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF COUNTY COMMISSIONERS, CHAVES COUNTY, STATE OF NEW MEXICO, hereby adopts the interim budget hereinafter described and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

Done at Roswell, Chaves County, New Mexico this 21st day of May, 2018.

**BOARD OF CHAVES COUNTY
COMMISSIONERS**

Robert Corn, Chairman

William E. Cavin, Vice-Chairman

T. Calder Ezzell Jr, Member

Jeff Bilberry, Member

James W. Duffey, Member

ATTEST:

Dave Kunko
County Clerk

Item # 12

RFP-18-1 DWI Program Services for
Chaves County

Meeting Date: 05/21/2018

STAFF SUMMARY

REQUESTED BY: Sandra Rodriguez, Purchasing Director
ACTION REQUIRED: Award RFP-18-1

SUMMARY:

The County solicited proposals for RFP-18-1 DWI Program Services for Chaves County. Following are the agencies that submitted and final committee scores:

<u>Agency</u>	<u>Vendor Name</u>	<u>Total</u>
Serenity Counseling (DWI Treatment Counseling)	Pattie Johnson	94.75
Chaves County DWI Program (DWI Screener)	Dianne Meda	94.50
Roswell W.F.L., Inc (Jail Based Treatment Program)	Shelly Currier	91.50
The Roswell Refuge for Battered Adults (Domestic Violence)	Leslie Carrera	88.75
Chaves County CASA Program (Domestic Violence)	Carrie-Leigh Cloutier	86.50
Anaya Counseling and Consulting Services (DWI Treatment Counseling)	Melvin Anaya	84.50
DWI Prevention (DWI Prevention Specialist)	Diane Taylor	76.25
ASPEN of New Mexico (Jail Based Treatment Program)	Kevin Boyd	75.00

Both ASPEN and W.F.L. submitted proposals for Jail Based Treatment Programs. Chaves County currently works with both programs and would like to continue services. Chaves County has monies available for both programs.

Both Serenity Counseling and Anaya Counseling and Consulting Services submitted proposals for DWI Treatment Counseling. Staff recommends award be made to highest ranking offeror, Serenity Counseling.

Both Chaves County DWI Program and Anaya Counseling and Consulting Services submitted proposals for DWI Screener. Staff recommends award be made to highest ranking offeror, Chaves County DWI Program.

Both Roswell Refuge and Chaves County CASA Program submitted proposals for DWI Related Domestic Abuse Education. Chaves County currently works with both programs and would like to continue services. Chaves County has monies available for both programs.

DWI Prevention was the only proposal submitted. Staff recommends award.

Submitted by: Sandra Rodriguez, CPO
Title: Purchasing Director

RFP SUMMARY

RFP #: RFP-18-1

COMMODITY: DWI Program Services for Chaves County

USER DEPARTMENT(S): DWI Program

SPECIFICATIONS BY: Lucia Serrano, DWI Coordinator

ADVERTISED: March 11, 2018 in the Roswell Daily Record, also distributed online via the New Mexico Purchasing Group and Chaves County Web page.

ADDENDA ISSUED: One

OPEN DATE: April 12, 2018

SPECIFIC DESCRIPTION: Components for DWI Program Services include DWI Related Domestic Abuse Education, DWI Screener, Jail Based Treatment Programs, DWI Treatment Counseling, DWI Prevention Specialist and Alternative Sentencing Program.

Supplier	Total / 100 pts	Knowledge / 20 pts	Experience / 10 pts	Qualifications / 25 pts	Capacity / 20 pts	Cost / 25 pts
SERENITY COUNSELING	94.75 pts	18.75 pts	9.25 pts	23.75 pts	19 pts	24 pts
Chaves County DWI Program	94.5 pts	18.25 pts	10 pts	24 pts	18 pts	24.25 pts
Roswell W.F.L., Inc.	91.5 pts	18.5 pts	9.25 pts	23.25 pts	16.75 pts	23.75 pts
The Roswell Refuge for Battered Adults	88.75 pts	18.25 pts	8.75 pts	24 pts	16.25 pts	21.5 pts
Chaves County CASA Program	86.5 pts	18 pts	9.25 pts	21.75 pts	18.25 pts	19.25 pts
Anaya Counseling and Consulting Services	84.5 pts	19.25 pts	9.5 pts	24 pts	18.25 pts	13.5 pts
DWI Prevention	76.25 pts	18.25 pts	9.5 pts	15 pts	16.75 pts	16.75 pts
ASPEN of New Mexico	75 pts	15.75 pts	7.75 pts	17 pts	16 pts	18.5 pts

Item # 13

RFP-18-2 – Banking Services

Meeting Date: 05/21/2018

STAFF SUMMARY

REQUESTED BY: Sandra Rodriguez, Purchasing Director

ACTION REQUIRED: Award RFP-18-2

SUMMARY:

Proposals were solicited under RFP-18-2 Banking Services for Chaves County Treasurer's Department. Following are the companies that submitted and final committee scores:

<u>Offeror</u>	<u>Evaluation Score</u> (Out of a possible 100 points)
Pioneer Bank	84.6
Washington Federal	84
Wells Fargo	77
JP Stone Community Bank	69

Staff Recommends award be made to highest ranking offeror, Pioneer Bank. If awarded a contract will be negotiated and brought back before the commission for consideration.

SUPPORT DOCUMENTS: RFP Summary

Submitted by: Sandra Rodriguez, CPO
Title: Purchasing Director

RFP SUMMARY

RFP #: RFP-18-2

COMMODITY: Banking Services

USER DEPARTMENT(S): Treasurer

SPECIFICATIONS BY: Sandra Rodriguez, Purchasing Director

ADVERTISED: April 09, 2018 in the Roswell Daily Record. Also posted online through the NM Purchasing Group.

ADDENDA ISSUED: None

OPEN DATE: May 1, 2018

SPECIFIC DESCRIPTION: This is a request for proposals for Banking Services.

Supplier	Total / 100 pts	Capacity and Capability / 50 pts	Past Record of Performance / 15 pts	Conversion Plan / 15 pts	Cost / 20 pts
Pioneer Bank	84.6 pts	46 pts	12 pts	11 pts	15.6 pts
Washington Federal	84 pts	45 pts	11.8 pts	12.4 pts	14.8 pts
Wells Fargo	77 pts	43.6 pts	10.4 pts	10.6 pts	12.4 pts
James Polk Stone Community Bank	69 pts	37 pts	6.4 pts	9.6 pts	16 pts

AGENDA ITEM: 14

Approve Job Specification for Safety and Compliance Manager

MEETING DATE: May 21, 2018

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Stanton L. Riggs, County Manager

ACTION REQUESTED: Approve Job Specification

ITEM SUMMARY:

The County historically has had a safety position. The position has been unfilled since March of 2017. After discussions with the Finance Committee, staff is prepared to fill the position. However, staff is requesting that the title of the position be changed to Safety and Compliance Manager and the job specification be modified.

Staff recommends approval.

SUPPORT DOCUMENTS: Safety and Compliance Job Specification

SUMMARY BY: Stanton L Riggs

TITLE: County Manager

POSITION SPECIFICATION SUMMARY

POSITION TITLE: Safety and Compliance Manager
DIVISION: Human Resources
DEPARTMENT: Safety
REPORTS TO: Human Resources Director
FLSA STATUS: Exempt



Approved: _____
Commissioner

Date: _____

POSITION SUMMARY

Under direct supervision of the Human Resources Director, the Safety and Compliance Manager is responsible for managing a comprehensive safety program, including safety policy development, accident investigations, safety audits/inspections, safety training, and emergency action plans. Serve as a safety consultant and chairperson of the Chaves County Safety Committee. Must maintain confidentiality of sensitive information and maintain accurate documentation and reporting. Develop and facilitate an aggressive safety training program. The Safety and Compliance Manager will be responsible for managing and monitoring an effective and compliant safety program to ensure site readiness for regulatory compliance and best practices are incorporated for County employees.

ESSENTIAL DUTIES AND RESPONSIBILITIES

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Plans, develops and implements safety training programs for all County employees.
- Responsible for continuously updating the County's Safety Policy.
- Monitors safety workplace standards and criteria to ensure compliance with applicable laws and regulations.
- Plans, organizes, prepares and conducts safety training programs for all County employees in coordination with elected officials and department heads.
- Routinely performs safety inspections on all County owned properties, buildings and equipment and provides written documentation of inspection and recommendations for correcting safety concerns.
- Writes material for new training programs, reviews, evaluates and modifies existing and proposed training programs. Maintains accurate records in the administration of these programs in a computer database format.
- Assists and coordinates outside consultants in preparing and conducting various training as needed to ensure all County employees are continually trained on safety and work-related issues.
- Stays current with new industry practices and activities to ensure the use of "best practices" in the County's safety program.
- Complies and analyzes data on workplace injuries, as required to complete and submit OSHA 300 and 300A reports; complies and analyzes other data as may be necessary to complete and submit reports to other state and federal agencies, as necessary. Maintains knowledge of all applicable OSHA standards.
- Provides technical advice on bloodborne pathogens and required vaccinations, hearing tests and other medical testing of employees as may be regulated by OSHA and other federal and state laws.
- Investigates serious accidents and/or incidents of injury or property damage at County worksites to ascertain cause and need for corrective action; develops and implements measures and strategies to prevent their recurrence in order to meet long-range loss-reduction goals; advises departments of proper record keeping procedures and coordinates the compilation of information necessary for risk management files and reports.
- Works with Human Resources staff to coordinate return to work, fitness for duty and light duty assignments.
- Uses excellent customer service skills to establish and maintain effective working relationships with all employees and members of the general public.
- Performs other related duties as assigned.

SUPERVISORY CONTROLS

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

QUALIFICATIONS

- **Education/Training/ Experience:** High School Diploma or G.E.D. and three (3) years' experience.
- **Experience Substitution:** Up to two (2) years college/48 hour's coursework can be substituted for four (2) years' experience.
- **Licenses/Certification:** Valid N.M. driver's license with a good driving record. Must be American Heart Association or National Safety Council CPR certified instructor within six (6) months of hiring. Must be National Safety Council Defensive Driving certified instructor within six (6) months of hiring.
- **Desirable Qualifications:** Bachelor's degree from an accredited college or university.
- **Other:** Post offer Drug Analysis Test. Driver's license, Employment and Criminal Background Investigation.

OTHER REQUIREMENTS

Knowledge, Skills, and Abilities Required

- Ability to perform basic first aid and CPR.
- Ability to analyze various information regarding investigations and inspections to initiate proper solutions.
- Must have the ability to prepare, analyze, and evaluate both detailed and comprehensive reports.
- Must have the ability to design, develop and carry out assigned projects to their completion.
- Must have the ability to define problems, collect data, establish facts and draw valid conclusions.
- Must have the ability to interpret an extensive variety of technical instructions in mathematical and diagrammatic form.
- Knowledge of current issues/trends in health and safety effecting County liability administration.
- Basic understanding of personal computer and Microsoft Office applications.
- Read, write and understand written and oral instructions.
- Ability to communicate orally and in writing in English.
- Work well with ever changing priorities and/or situations.
- Interact with the general public and County employees in a professional and friendly manner.
- Must be detail oriented; work with minimal guidance and maximum accuracy.
- Must have strong organizational and public relations skills.
- Must be able to effectively safeguard confidential information.
- Employee must know and understand County Personnel policy as well as all county and departmental policies pertinent to the position.
- May require some out of town travel for training.
- Must be able to maintain an acceptable attendance record, be punctual and meet established deadlines.

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

Physical demands: The work is sedentary, typically requiring the employee to be able to sit comfortably to do the work. There may be some walking, stooping, standing, bending, carrying of light items or driving an automobile. Talking, hearing and seeing are essential to the performance of the job.

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

EMPLOYEE ACKNOWLEDGEMENT

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

Accepted by: _____
Employee _____ *Date*

“Equal Employment Opportunity Employer”

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

Approval of Checks

Approval of Checks

Commission Meeting 21-May-18

STAFF SUMMARY REPORT

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

ACTION REQUESTED:
Approval of Checks

ITEM SUMMARY:

A/P:	06-Apr-18	\$321,737.95
	09-Apr-18	\$500.00
	13-Apr-18	\$512,884.07
	16-Apr-18	\$300.00
	20-Apr-18	\$359,853.11
	27-Apr-18	\$263,601.60
A/P VOID:	01-Apr-18	-\$5,815.82
PAYROLL:	08-Apr-18 REGULAR	\$253,755.01
	FINALS	\$1,656.95
	FIREFIGHTERS	\$167.61
	22-Apr-18 REGULAR	\$276,365.85

Grand Total Checks to be Approved: \$1,985,006.33

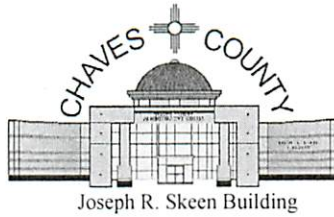
SUPPORT DOCUMENTS:

Copies of Bills Lists

SUMMARY BY: Cindy Mealand

TITLE: A/P Officer

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



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

Finance Director
Joe Sedillo

County Manager
Stanton L. Riggs

Final Payment Register

Date: 4-6-18
Packet# 00590

Date: 4-20-18
Packet# 00606

Date: _____
Packet# _____

Date: 4-9-18
Packet# 00592

Date: 4-27-18
Packet# 00611

Date: _____
Packet# _____

Date: 4-13-18
Packet# 00600

Date: _____
Packet# _____

Date: _____
Packet# _____

Date: 4-16-18
Packet# 00603

Date: _____
Packet# _____

Date: _____
Packet# _____

BOARD OF CHAVES COUNTY COMMISSIONERS

Robert Corn, Chairman

William E. Cavin, Vice-Chairman

ATTEST:

James W. Duffey, Member

Dave Kunko
County Clerk

T. Calder Ezzell Jr, Member

Jeff Bilberry, Member



Expense Approval Register

Packet: APPKT00590 - CHECK RUN/04/06/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AA PARTS & MACHINE					
AA PARTS & MACHINE	24396	04/01/2018	PARTS & LABOR	402-6-653-221-000	191.18
Vendor AA PARTS & MACHINE Total:					191.18
Vendor: AMERICAN STEWARDS OF LIBERTY					
AMERICAN STEWARDS OF LI	837	04/02/2018	ASL CASE MANAGEMENT FE	401-6-619-260-000	1,500.00
Vendor AMERICAN STEWARDS OF LIBERTY Total:					1,500.00
Vendor: ASPEN OF NEW MEXICO INC					
ASPEN OF NEW MEXICO INC	10 ASPEN	04/02/2018	DWI DISTRIBUTION/FY 17-18	432-7-761-267-000	1,666.66
Vendor ASPEN OF NEW MEXICO INC Total:					1,666.66
Vendor: BERRENDO CO-OP WATER USERS					
BERRENDO CO-OP WATER U	CC018111	04/01/2018	ACCT.#J1720000	402-6-651-341-000	43.29
Vendor BERRENDO CO-OP WATER USERS Total:					43.29
Vendor: BRADBURY STAMM CONSTRUCTION					
BRADBURY STAMM CONSTR	27	04/01/2018	PROJECT #1323	650-6-684-381-000	15,539.48
Vendor BRADBURY STAMM CONSTRUCTION Total:					15,539.48
Vendor: CENTRAL VALLEY ELECTRIC COOP					
CENTRAL VALLEY ELECTRIC C	CC018118	04/01/2018	ACCT.#10114001	410-8-816-341-000	191.41
CENTRAL VALLEY ELECTRIC C	CC018118	04/01/2018	ACCT.#23898800	410-8-816-341-000	18.66
CENTRAL VALLEY ELECTRIC C	CC018121	04/01/2018	ACCT.#10147201	401-6-691-243-000	32.50
CENTRAL VALLEY ELECTRIC C	CC018121	04/01/2018	ACCT.#12209501	401-6-691-243-000	592.66
CENTRAL VALLEY ELECTRIC C	CC018121	04/01/2018	ACCT.#12001802	401-6-691-243-000	52.85
CENTRAL VALLEY ELECTRIC C	CC018121	04/01/2018	ACCT.#6695501	414-8-819-341-000	149.13
CENTRAL VALLEY ELECTRIC C	CC018121	04/01/2018	ACCT.#12412501	437-6-659-341-000	51.64
CENTRAL VALLEY ELECTRIC C	CC018122	04/01/2018	ACCT.#12026501	411-8-814-341-000	51.83
CENTRAL VALLEY ELECTRIC C	CC018122	04/01/2018	ACCT.#12413201	411-8-814-341-000	59.89
CENTRAL VALLEY ELECTRIC C	CC018122	04/01/2018	ACCT.#12413301	411-8-814-341-000	9.33
CENTRAL VALLEY ELECTRIC C	CC018122	04/01/2018	ACCT.#12413101	411-8-814-341-000	10.24
CENTRAL VALLEY ELECTRIC C	CC018126	04/01/2018	ACCT.#23133100	410-8-816-341-000	83.24
CENTRAL VALLEY ELECTRIC C	CC018126	04/01/2018	ACCT.#22987100	437-6-659-341-000	52.79
CENTRAL VALLEY ELECTRIC C	CC018126	04/01/2018	ACCT.#24186400	437-6-659-341-000	19.79
Vendor CENTRAL VALLEY ELECTRIC COOP Total:					1,375.96
Vendor: CHAVES COUNTY C.A.S.A.					
CHAVES COUNTY C.A.S.A.	10 CASA	04/02/2018	DWI DISTRIBUTION/FY 17-18	432-7-761-267-000	2,333.33
CHAVES COUNTY C.A.S.A.	CC018104	04/01/2018	FORENSIC INTERVIEW SERVI	401-7-751-267-000	5,000.00
Vendor CHAVES COUNTY C.A.S.A. Total:					7,333.33
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC018127	04/01/2018	ACCT.#137417-52242	402-6-653-291-000	18.07
CITY OF ROSWELL	CC018128	04/01/2018	ACCT.#137417-52240	402-6-653-291-000	18.07
CITY OF ROSWELL	CC018129	04/01/2018	ACCT.#137417-52246	402-6-653-291-000	18.07
CITY OF ROSWELL	CC018130	04/01/2018	ACCT.#137417-52244	402-6-653-291-000	18.07
CITY OF ROSWELL	CC018131	04/01/2018	ACCT.#137417-52230	402-6-653-291-000	18.07
CITY OF ROSWELL	CC018132	04/01/2018	ACCT.#137417-52236	402-6-653-291-000	18.07
CITY OF ROSWELL	CC018133	04/01/2018	ACCT.#137417-52234	402-6-653-291-000	18.07
CITY OF ROSWELL	CC018134	04/01/2018	ACCT.#137417-52238	402-6-653-291-000	18.07
Vendor CITY OF ROSWELL Total:					144.56
Vendor: CONSTRUCTORS INC					
CONSTRUCTORS INC	116380	04/01/2018	ACCT.#11390	402-6-653-290-000	6,208.87
CONSTRUCTORS INC	116394	04/01/2018	ACCT.#11390	402-6-653-290-000	8,073.17
CONSTRUCTORS INC	116421	04/01/2018	ACCT.#11390	402-6-653-290-000	6,408.42
Vendor CONSTRUCTORS INC Total:					20,690.46

Expense Approval Register

Packet: APPKT00590 - CHECK RUN/04/06/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: CUMBERLAND WATER CO-OP					
CUMBERLAND WATER CO-O	CC018107	04/02/2018	ACCT.#G215	401-6-691-341-000	36.21
CUMBERLAND WATER CO-O	CC018108	04/02/2018	ACCT.#G105	410-8-816-341-000	101.36
CUMBERLAND WATER CO-O	CC018109	04/02/2018	ACCT.#B1085	408-8-812-340-000	21.43
Vendor CUMBERLAND WATER CO-OP Total:					159.00
Vendor: DEXTER CONSOLIDATED SCHOOLS					
DEXTER CONSOLIDATED SCH	9 DCS	04/02/2018	DWI DISTRIBUTION/FY 17-18	432-7-761-267-000	1,200.00
Vendor DEXTER CONSOLIDATED SCHOOLS Total:					1,200.00
Vendor: DIANE TAYLOR					
DIANE TAYLOR	10 DT	04/02/2018	DWI DISTRIBUTION/FY 17-18	432-7-761-267-000	3,000.00
Vendor DIANE TAYLOR Total:					3,000.00
Vendor: DIANNE MEDA					
DIANNE MEDA	10 DM	04/02/2018	DWI DISTRIBUTION/FY 17-18	432-7-766-267-000	3,000.00
Vendor DIANNE MEDA Total:					3,000.00
Vendor: FRANK G. MAGOURILOS					
FRANK G. MAGOURILOS	10 PS	04/02/2018	DWI DISTRIBUTION/FY 17-18	432-7-761-267-000	291.66
Vendor FRANK G. MAGOURILOS Total:					291.66
Vendor: GOODES WELDING INC.					
GOODES WELDING INC.	07792	04/01/2018	SUPPLIES	402-6-653-221-000	65.94
Vendor GOODES WELDING INC. Total:					65.94
Vendor: HAGERMAN MUNICIPAL SCHOOLS					
HAGERMAN MUNICIPAL SCH	9 HMS	04/02/2018	DWI DISTRIBUTION/FY 17-18	432-7-761-267-000	1,200.00
Vendor HAGERMAN MUNICIPAL SCHOOLS Total:					1,200.00
Vendor: LAKE ARTHUR SCHOOL DISTRICT					
LAKE ARTHUR SCHOOL DISTR	9 LA	04/02/2018	DWI DISTRIBUTION/FY 17-18	432-7-761-267-000	1,200.00
Vendor LAKE ARTHUR SCHOOL DISTRICT Total:					1,200.00
Vendor: MIRANDA PEST CONTROL					
MIRANDA PEST CONTROL	CC018105	04/04/2018	PEST CONTROL SERVICE	452-8-832-267-000	26.92
Vendor MIRANDA PEST CONTROL Total:					26.92
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC018123	04/01/2018	ACCT.#076281612-0786941-	401-6-693-341-000	21.27
NEW MEXICO GAS COMPAN	CC018124	04/01/2018	ACCT.#076333413-0787459-	452-8-832-341-000	48.33
NEW MEXICO GAS COMPAN	CC018125	04/01/2018	ACCT.#076846512-1202378-	411-8-814-341-000	86.28
Vendor NEW MEXICO GAS COMPANY INC Total:					155.88
Vendor: NM GEN SVCS RISK MGMT					
NM GEN SVCS RISK MGMT	CC018039	04/05/2018	AJD FEB	401-2-200-007-000	1,456.98
NM GEN SVCS RISK MGMT	CC018039	04/05/2018	ADJ FEB	401-2-200-007-000	565.85
NM GEN SVCS RISK MGMT	CC018039	04/05/2018	PREMIUMS/FEES	401-2-200-007-000	151,966.53
NM GEN SVCS RISK MGMT	CC018039	04/05/2018	PREMIUMS/FEES	402-2-200-007-000	34,203.92
NM GEN SVCS RISK MGMT	CC018039	04/05/2018	PREMIUMS/FEES	427-2-200-007-000	1,377.64
NM GEN SVCS RISK MGMT	CC018039	04/05/2018	PREMIUMS/FEES	431-2-200-007-000	162.23
NM GEN SVCS RISK MGMT	CC018039	04/05/2018	PREMIUMS/FEES	432-2-200-007-000	2,515.73
NM GEN SVCS RISK MGMT	CC018039	04/05/2018	PREMIUMS/FEES	435-2-200-007-000	2,337.11
NM GEN SVCS RISK MGMT	CC018039	04/05/2018	PREMIUMS/FEES	452-2-200-007-000	9,455.17
NM GEN SVCS RISK MGMT	CC018039	04/05/2018	PREMIUMS/FEES	628-2-200-007-000	5,223.74
NM GEN SVCS RISK MGMT	CC018101	04/05/2018	ADJ FEB	401-2-200-005-000	9.40
NM GEN SVCS RISK MGMT	CC018101	04/05/2018	PREMIUMS	401-2-200-005-000	2,134.88
NM GEN SVCS RISK MGMT	CC018101	04/05/2018	PREMIUMS	402-2-200-005-000	484.20
NM GEN SVCS RISK MGMT	CC018101	04/05/2018	PREMIUMS	427-2-200-005-000	20.40
NM GEN SVCS RISK MGMT	CC018101	04/05/2018	PREMIUMS	431-2-200-005-000	2.72
NM GEN SVCS RISK MGMT	CC018101	04/05/2018	PREMIUMS	432-2-200-005-000	35.30
NM GEN SVCS RISK MGMT	CC018101	04/05/2018	PREMIUMS	435-2-200-005-000	20.40
NM GEN SVCS RISK MGMT	CC018101	04/05/2018	PREMIUMS	437-2-200-005-000	14.90
NM GEN SVCS RISK MGMT	CC018101	04/05/2018	PREMIUMS	452-2-200-005-000	134.10
NM GEN SVCS RISK MGMT	CC018101	04/05/2018	PREMIUMS	628-2-200-005-000	74.50
NM GEN SVCS RISK MGMT	CC018102	04/05/2018	PREMIUMS	401-2-200-021-000	1,546.87
NM GEN SVCS RISK MGMT	CC018102	04/05/2018	ADJ FEB.	401-2-200-021-000	3.19

Expense Approval Register

Packet: APPKT00590 - CHECK RUN/04/06/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM GEN SVCS RISK MGMT	CC018102	04/05/2018	ADJ FEB.	401-2-200-021-000	15.24
NM GEN SVCS RISK MGMT	CC018102	04/05/2018	PREMIUMS	402-2-200-021-000	322.61
NM GEN SVCS RISK MGMT	CC018102	04/05/2018	PREMIUMS	427-2-200-021-000	12.05
NM GEN SVCS RISK MGMT	CC018102	04/05/2018	PREMIUMS	431-2-200-021-000	1.88
NM GEN SVCS RISK MGMT	CC018102	04/05/2018	PREMIUMS	432-2-200-021-000	26.20
NM GEN SVCS RISK MGMT	CC018102	04/05/2018	PREMIUMS	435-2-200-021-000	27.29
NM GEN SVCS RISK MGMT	CC018102	04/05/2018	PREMIUMS	452-2-200-021-000	87.08
NM GEN SVCS RISK MGMT	CC018102	04/05/2018	REMIUMS	628-2-200-021-000	53.45
Vendor NM GEN SVCS RISK MGMT Total:					214,291.56
Vendor: NM WATERSHED & DAM COALITION					
NM WATERSHED & DAM CO	CC018095	04/03/2018	WORKSHOP/05/10/18-05/11	452-8-832-253-000	100.00
Vendor NM WATERSHED & DAM COALITION Total:					100.00
Vendor: ROSWELL CHAMBER OF COMMERCE					
ROSWELL CHAMBER OF CO	11722	04/02/2018	ANNUAL ALLOCATION/FY 17-	401-6-672-426-000	5,833.33
Vendor ROSWELL CHAMBER OF COMMERCE Total:					5,833.33
Vendor: ROSWELL W.F.L.					
ROSWELL W.F.L.	10 WINGS	04/02/2018	DWI DISTRIBUTION/FY 17-18	432-7-761-267-000	2,500.00
ROSWELL W.F.L.	8 WT	04/03/2018	CONTINUUM GRANT/FY 17-1	631-8-885-267-000	444.00
Vendor ROSWELL W.F.L. Total:					2,944.00
Vendor: SERENITY COUNSELING					
SERENITY COUNSELING	10 SC	04/02/2018	DWI DISTRIBUTION/FY 17-18	432-7-761-267-000	3,125.00
SERENITY COUNSELING	10 SC	04/02/2018	DWI DISTRIBUTION/FY 17-18	432-7-762-267-000	1,250.00
Vendor SERENITY COUNSELING Total:					4,375.00
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC018112	04/01/2018	ACCT.#54-3943811-2	452-8-832-341-000	89.30
SOUTHWESTERN PUBLIC SER	CC018113	04/01/2018	ACCT.#54-3949442-7	401-6-645-341-000	1,245.59
SOUTHWESTERN PUBLIC SER	CC018113	04/01/2018	ACCT.#54-3949442-7	401-6-692-341-000	562.31
SOUTHWESTERN PUBLIC SER	CC018113	04/01/2018	ACCT.#54-3949442-7	401-6-692-341-000	6,365.25
SOUTHWESTERN PUBLIC SER	CC018114	04/01/2018	ACCT.#54-3943782-6	412-8-815-341-000	69.06
SOUTHWESTERN PUBLIC SER	CC018114	04/01/2018	ACCT.#54-3943785-9	412-8-815-341-000	66.96
SOUTHWESTERN PUBLIC SER	CC018115	04/01/2018	ACCT.#54-3943607-4	401-7-751-341-000	74.68
SOUTHWESTERN PUBLIC SER	CC018116	04/01/2018	ACCT.#54-0010784288-9	412-8-815-341-000	107.74
SOUTHWESTERN PUBLIC SER	CC018117	04/01/2018	ACCT.#54-8936266-1	412-8-815-341-000	142.14
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					8,723.03
Vendor: THE ROSWELL REFUGE					
THE ROSWELL REFUGE	10 RR	04/02/2018	DWI DISTRIBUTION/FY 17-18	432-7-761-267-000	2,666.66
Vendor THE ROSWELL REFUGE Total:					2,666.66
Vendor: TONY R. SEDILLO					
TONY R. SEDILLO	CC018103	04/04/2018	SEX OFFENDER BOOTCAMP/	430-7-753-225-000	88.00
Vendor TONY R. SEDILLO Total:					88.00
Vendor: TOWN OF DEXTER					
TOWN OF DEXTER	CC018106	04/01/2018	ACCT.#1085	401-6-693-341-000	75.93
Vendor TOWN OF DEXTER Total:					75.93
Vendor: TYLER TECHNOLOGIES					
TYLER TECHNOLOGIES	025-216756	04/01/2018	ACCT.#42484	401-7-732-249-000	4,964.00
TYLER TECHNOLOGIES	025-216756	04/01/2018	ACCT.#42484	628-7-733-249-000	4,964.01
TYLER TECHNOLOGIES	025-216757	04/01/2018	ACCT.#42485	401-7-741-249-000	8,092.52
Vendor TYLER TECHNOLOGIES Total:					18,020.53
Vendor: VASQUEZ, OSBALDO					
VASQUEZ, OSBALDO	CC018093	04/01/2018	REIMBURSEMENT FOR FUEL	401-7-752-227-000	10.00
Vendor VASQUEZ, OSBALDO Total:					10.00
Vendor: WAKEFIELD OIL CO. INC.					
WAKEFIELD OIL CO. INC.	147940	04/02/2018	ACCT.#CHAVES	402-6-653-230-000	156.00
Vendor WAKEFIELD OIL CO. INC. Total:					156.00

Expense Approval Register

Packet: APPKT00590 - CHECK RUN/04/06/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: WHITAKER TRUCK & EQUIPMENT					
WHITAKER TRUCK & EQUIPM	367104	04/01/2018	CUSTOMER ID #CCFC	452-8-832-221-000	4,291.34
Vendor WHITAKER TRUCK & EQUIPMENT Total:					4,291.34
Vendor: Y-O BODY SHOP					
Y-O BODY SHOP	414	04/02/2018	LABOR & MATERIAL	402-6-653-221-000	1,378.25
Vendor Y-O BODY SHOP Total:					1,378.25
Grand Total:					321,737.95

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	192,158.04 ✓
402 - ROAD FUND	57,680.41
408 - EAST GRAND PLAINS VOLFIRE	21.43
410 - MIDWAY VOLUNTEER FIRE FND	394.67
411 - BERRENDO VOLUNTEER FIRE	217.57
412 - SIERRA VOLUNTEER FIRE FND	385.90
414 - CC FIRE DIST #8 VOL FIRE	149.13
427 - INDIGENT HOSPITAL CLAIMS	1,410.09
430 - LAW ENFORCEMENT GRANT	88.00 ✓
431 - PUBLIC SAFETY GRANT	166.83
432 - DWI GRANT FUNDS	26,010.54
435 - CORRECTION GRANTS	2,384.80
437 - ENVIRONMENTAL TAX	139.12
452 - FLOOD CONTROL	14,232.24
628 - PROPERTY VALUATION	10,315.70
631 - OTHER GRANTS & CONTRACTS	444.00
650 - DETENTION CONSTRUCTION PJ	15,539.48
Grand Total:	321,737.95

Account Summary

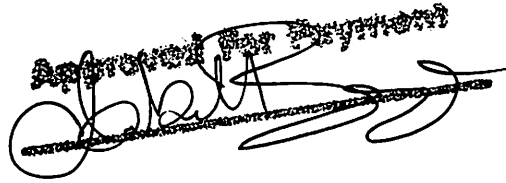
Account Number	Account Name	Expense Amount
401-2-200-005-000	GROUP INSURANCE PAY	2,144.28
401-2-200-007-000	MEDICAL INSURANCE PA	153,989.36
401-2-200-021-000	VISION CARE PAYABLE	1,565.30
401-6-619-260-000	PROFESSIONAL SERVICE	1,500.00
401-6-645-341-000	UTILITIES	1,245.59
401-6-672-426-000	CHAMBER OF COMMER	5,833.33
401-6-691-243-000	HIGHWAY LIGHTS	678.01
401-6-691-341-000	UTILITIES	36.21
401-6-692-341-000	UTILITIES	6,927.56
401-6-693-341-000	UTILITIES	97.20
401-7-732-249-000	EQUIPMENT MAINT/AG	4,964.00
401-7-741-249-000	EQUIP MAINT/AGREEME	8,092.52
401-7-751-267-000	CONTRACTUAL SERVICES	5,000.00
401-7-751-341-000	UTILITIES	74.68
401-7-752-227-000	TRANSPORTATION EXPE	10.00
402-2-200-005-000	GROUP INSURANCE PAY	484.20
402-2-200-007-000	MEDICAL INSURANCE PA	34,203.92
402-2-200-021-000	VISION CARE PAYABLE	322.61
402-6-651-341-000	UTILITIES	43.29
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	1,635.37
402-6-653-230-000	SUPPLIES/TOOLS	156.00
402-6-653-290-000	PAVING PROJECTS-COOP	20,690.46
402-6-653-291-000	ROAD PROJECTS-OTHER	144.56
408-8-812-340-000	TELEPHONE	21.43
410-8-816-341-000	UTILITIES	394.67
411-8-814-341-000	UTILITIES	217.57
412-8-815-341-000	UTILITIES	385.90
414-8-819-341-000	UTILITIES	149.13
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
430-7-753-225-000	TRAVEL/TRAINING/PER	88.00
431-2-200-005-000	GROUP INSURANCE PAY	2.72
431-2-200-007-000	MEDICAL INSURANCE PA	162.23
431-2-200-021-000	VISION CARE PAYABLE	1.88
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

Account Summary

Account Number	Account Name	Expense Amount
432-7-761-267-000	CONTRACTUAL SERVICES	19,183.31
432-7-762-267-000	CONTRACTUAL SERVICES	1,250.00
432-7-766-267-000	CONTRACTUAL SERVICES	3,000.00
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
437-2-200-005-000	GROUP INSURANCE PAY	14.90
437-6-659-341-000	UTILITIES	124.22
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
452-8-832-221-000	VEH/HVY EQUIP. REPAIR	4,291.34
452-8-832-253-000	DUES & OTHER FEES	100.00
452-8-832-267-000	CONTRACTUAL SERVICES	26.92
452-8-832-341-000	UTILITIES	137.63
628-2-200-005-000	GROUP INSURANCE PAY	74.50
628-2-200-007-000	MEDICAL INSURANCE PA	5,223.74
628-2-200-021-000	VISION CARE PAYABLE	53.45
628-7-733-249-000	EQUIPMENT MAINT/AG	4,964.01
631-8-885-267-000	OTHER CONTRACT SERVI	444.00
650-6-684-381-000	CONSTRUCTION PROJEC	15,539.48
	Grand Total:	321,737.95

Project Account Summary

Project Account Key	Expense Amount
None	321,737.95
Grand Total:	321,737.95



A handwritten signature in black ink is written over a circular stamp. The signature is stylized and appears to be 'J. B. [unclear]'. The stamp is partially obscured by the signature.



Chaves County, NM

Expense Approval Register

Packet: APPKT00592 - CHECK RUN/04/09/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: STEPHENSON, LONDON					
STEPHENSON, LONDON	CC018136	04/09/2018	SHORT TERM DISABILITY/03/	401-7-758-102-000	500.00
			Vendor STEPHENSON, LONDON Total:		500.00
			Grand Total:		500.00

Fund Summary

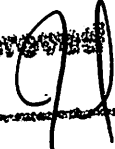
Fund	Expense Amount
401 - GENERAL FUND	500.00
Grand Total:	500.00

Account Summary

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

Project Account Summary

Project Account Key	Expense Amount
None	500.00
Grand Total:	500.00

~~Approved For Payment~~




Expense Approval Register

Packet: APPKT00600 - CHECK RUN/04/13/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ABC PROPANE INC					
ABC PROPANE INC	193717	04/01/2018	ACCT.#102721	452-8-832-223-000	2,859.67
ABC PROPANE INC	193718	04/01/2018	ACCT.#102721	452-8-832-223-000	1,228.38
ABC PROPANE INC	193766	04/01/2018	ACCT.#102721	452-8-832-223-000	2,553.69
ABC PROPANE INC	193767	04/01/2018	ACCT.#102721	452-8-832-223-000	1,725.38
ABC PROPANE INC	193792	04/01/2018	ACCT.#102721	452-8-832-223-000	1,807.28
ABC PROPANE INC	193793	04/01/2018	ACCT.#102721	452-8-832-223-000	1,285.36
Vendor ABC PROPANE INC Total:					11,459.76
Vendor: BAMBI NALLEY					
BAMBI NALLEY	INV0001702	04/12/2018	SEELY DM-2013-443	401-2-200-018-000	115.38
Vendor BAMBI NALLEY Total:					115.38
Vendor: BELL GAS INC.					
BELL GAS INC.	13147	04/02/2018	ACCT.#10693	402-6-653-223-000	20,271.25
Vendor BELL GAS INC. Total:					20,271.25
Vendor: CARRIE HARDY					
CARRIE HARDY	INV0001699	04/12/2018	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
Vendor CARRIE HARDY Total:					250.00
Vendor: CATERPILLAR FINANCIAL SERVICES					
CATERPILLAR FINANCIAL SER	18756914	04/01/2018	ACCT.#47313	402-6-653-251-000	4,250.28
Vendor CATERPILLAR FINANCIAL SERVICES Total:					4,250.28
Vendor: CHAVES COUNTY C.A.S.A.					
CHAVES COUNTY C.A.S.A.	9 AE	04/09/2018	CONTINUUM GRANT/FY 17-1	631-8-885-267-000	5,500.00
CHAVES COUNTY C.A.S.A.	9 GS	04/09/2018	CONTINUUM GRATN/FY 17-1	631-8-885-267-000	1,000.00
CHAVES COUNTY C.A.S.A.	9 YA	04/09/2018	CONTINUUM GRANT/FY 17-1	631-8-885-267-000	2,954.00
Vendor CHAVES COUNTY C.A.S.A. Total:					9,454.00
Vendor: CHAVES SOIL & WATER CONSERVATION					
CHAVES SOIL & WATER CONS	CC018169	04/10/2018	ANNUAL ALLOCATION/FY 17-	403-8-851-470-000	1,000.00
CHAVES SOIL & WATER CONS	CC018170	04/10/2018	ANNUAL ALLOCATION/FY 17-	401-6-672-449-000	7,500.00
Vendor CHAVES SOIL & WATER CONSERVATION Total:					8,500.00
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC018138	04/01/2018	ACCT.#137415-52228	452-8-832-341-000	18.07
CITY OF ROSWELL	CC018150	04/04/2018	ACCT.#137415-52228	452-8-832-341-000	18.07
CITY OF ROSWELL	CC018161	04/04/2018	ACCT.#137417-52242	402-6-653-291-000	69.34
CITY OF ROSWELL	CC018162	04/04/2018	ACCT.#137417-52240	402-6-653-291-000	79.26
CITY OF ROSWELL	CC018163	04/04/2018	ACCT.#137417-52246	402-6-653-291-000	18.07
CITY OF ROSWELL	CC018164	04/04/2018	ACCT.#137417-52244	402-6-653-291-000	123.91
CITY OF ROSWELL	CC018165	04/04/2018	ACCT.#137417-52230	402-6-653-291-000	27.99
CITY OF ROSWELL	CC018166	04/04/2018	ACCT.#137417-52236	402-6-653-291-000	18.07
CITY OF ROSWELL	CC018167	04/04/2018	ACCT.#137417-52234	402-6-653-291-000	99.11
CITY OF ROSWELL	CC018168	04/04/2018	ACCT.#137417-52238	402-6-653-291-000	44.53
Vendor CITY OF ROSWELL Total:					516.42
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC018146	04/01/2018	ANNUAL ALLOCATION FY 17-	635-6-671-409-000	152,415.04
CITY OF ROSWELL	CC018147	04/09/2018	ANNUAL ALLOCATION/FY 17-	635-6-671-409-000	133,379.73
CITY OF ROSWELL	CC018149	04/11/2018	ANNUAL ALLOCATION/FY 17-	635-6-671-401-000	4,961.33
Vendor CITY OF ROSWELL Total:					290,756.10
Vendor: CONSTRUCTORS INC					
CONSTRUCTORS INC	116445	04/02/2018	ACCT.#11390	402-6-653-290-000	8,639.38
CONSTRUCTORS INC	116446	04/02/2018	ACCT.#11390	402-6-653-290-000	11,203.91
CONSTRUCTORS INC	116475	04/04/2018	ACCT.#11390	402-6-653-290-000	6,994.92
Vendor CONSTRUCTORS INC Total:					26,838.21

Expense Approval Register

Packet: APPKT00600 - CHECK RUN/04/13/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: COOPERATIVE EDUCATIONAL SVCS.					
COOPERATIVE EDUCATIONAL	24-074587	04/07/2018	ACCT.#CHAVESCOUNTY	650-6-684-230-000	16,087.91
Vendor COOPERATIVE EDUCATIONAL SVCS. Total:					16,087.91
Vendor: COOPERATIVE EXTENSION SERVICE/NMSU					
COOPERATIVE EXTENSION SE	CC018148	04/10/2018	GRANT #GR0000037	401-6-671-455-000	27,500.00
Vendor COOPERATIVE EXTENSION SERVICE/NMSU Total:					27,500.00
Vendor: DEERE CREDIT INC					
DEERE CREDIT INC	1976866	04/01/2018	ACCT.#030-0065559-000	402-6-653-251-000	3,309.22
DEERE CREDIT INC	1976867	04/01/2018	ACCT.#030-0065560-000	402-6-653-251-000	3,309.22
DEERE CREDIT INC	1976868	04/01/2018	ACCT.#030-0065561-000	402-6-653-251-000	3,309.22
DEERE CREDIT INC	1976869	04/01/2018	ACCT.#030-0065562-000	402-6-653-251-000	3,309.22
DEERE CREDIT INC	1977900	04/01/2018	ACC.T#030-0061556-006	402-6-653-251-000	4,055.51
DEERE CREDIT INC	1978804	04/01/2018	ACCT.#030-0067387-000	402-6-653-251-000	3,060.45
DEERE CREDIT INC	1978805	04/01/2018	ACCT.#030-0067399-00	402-6-653-251-000	3,060.45
Vendor DEERE CREDIT INC Total:					23,413.29
Vendor: FULLER PLUMBING SUPPLY					
FULLER PLUMBING SUPPLY	5286890-IN	04/01/2018	SUPPLIES	401-6-696-230-000	324.86
FULLER PLUMBING SUPPLY	5287124-IN	04/01/2018	SUPPLIES	401-6-696-230-000	11.94
FULLER PLUMBING SUPPLY	5287671-IN	04/01/2018	SUPPLIES	401-6-696-230-000	2.16
FULLER PLUMBING SUPPLY	5288568-IN	04/01/2018	SUPPLIES	401-6-696-230-000	26.90
FULLER PLUMBING SUPPLY	5288714-IN	04/01/2018	SUPPLIES	401-6-696-230-000	67.49
FULLER PLUMBING SUPPLY	5288984-IN	04/01/2018	SUPPLIES	401-6-696-230-000	76.69
FULLER PLUMBING SUPPLY	MAR0084-FC	04/01/2018	FINANCE CHARGE	401-6-696-230-000	1.94
Vendor FULLER PLUMBING SUPPLY Total:					511.98
Vendor: GIOVANNY RAMIREZ					
GIOVANNY RAMIREZ	CC018145	04/06/2018	LOS LUNAS/04/05/18	650-6-684-228-000	10.00
Vendor GIOVANNY RAMIREZ Total:					10.00
Vendor: GLOBE LIFE AND ACCIDENT INS					
GLOBE LIFE AND ACCIDENT I	INV0001693	04/12/2018	GLOBE LIFE PAYABLE	401-2-200-016-000	283.22
GLOBE LIFE AND ACCIDENT I	INV0001693	04/12/2018	GLOBE LIFE PAYABLE	402-2-200-016-000	413.35
Vendor GLOBE LIFE AND ACCIDENT INS Total:					696.57
Vendor: HERITAGE MEMORIAL ALLIANCE					
HERITAGE MEMORIAL ALLIA	5969	04/09/2018	PERMIT #5969	427-6-639-296-000	600.00
Vendor HERITAGE MEMORIAL ALLIANCE Total:					600.00
Vendor: JEANINE CORN BEST					
JEANINE CORN BEST	INV0001701	04/12/2018	J.BEST/ Cause # DM-2007-01	452-2-200-018-000	154.62
Vendor JEANINE CORN BEST Total:					154.62
Vendor: JOHNSON SEPTIC TANK CO.					
JOHNSON SEPTIC TANK CO.	930	04/01/2018	LABOR & MATERIAL	412-8-815-256-000	1,515.00
Vendor JOHNSON SEPTIC TANK CO. Total:					1,515.00
Vendor: KANSAS STATE BANK OF MANHATTAN					
KANSAS STATE BANK OF MA	CC018158	04/12/2018	ACCT.#3345504	402-6-653-251-000	1,545.01
KANSAS STATE BANK OF MA	CC018159	04/01/2018	ACCT.#3345505	402-6-653-251-000	1,545.01
KANSAS STATE BANK OF MA	CC018160	04/12/2018	ACCT.#3347498	402-6-653-251-000	1,410.42
Vendor KANSAS STATE BANK OF MANHATTAN Total:					4,500.44
Vendor: KLEEN TECH SERVICES CORPATION					
KLEEN TECH SERVICES CORPA	45630	04/01/2018	JANITORIAL SERVICES	401-6-691-267-000	2,582.81
KLEEN TECH SERVICES CORPA	45631	04/01/2018	JANITORIAL SERVICES	401-6-693-267-000	812.71
KLEEN TECH SERVICES CORPA	45632	04/01/2018	JANITORIAL SERVICES	401-6-694-267-000	206.21
Vendor KLEEN TECH SERVICES CORPATION Total:					3,601.73
Vendor: MARLIN JOHNSON					
MARLIN JOHNSON	CC018137	04/09/2018	LEADERSHIP NM/04/04/18-0	401-6-612-226-000	184.50
Vendor MARLIN JOHNSON Total:					184.50
Vendor: MELTEL VALENTINE					
MELTEL VALENTINE	003I05	04/02/2018	CAPITAN SUMMIT LEASE	401-7-751-251-000	371.32
Vendor MELTEL VALENTINE Total:					371.32

Expense Approval Register

Packet: APPKT00600 - CHECK RUN/04/13/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC018153	04/03/2018	ACCT.#076424512-0788370-	401-6-645-341-000	200.60
NEW MEXICO GAS COMPAN	CC018153	04/03/2018	ACCT.#076424512-0788370-	401-6-692-341-000	90.56
NEW MEXICO GAS COMPAN	CC018153	04/03/2018	ACCT.#076424512-0788370-	401-6-692-341-000	1,025.10
NEW MEXICO GAS COMPAN	CC018154	04/02/2018	ACCT.#075706312-1236482-	414-8-819-341-000	92.70
Vendor NEW MEXICO GAS COMPANY INC Total:					1,408.96
Vendor: NM ENVIRONMENTAL HEALTH ASSO.					
NM ENVIRONMENTAL HEALT	CC018142	04/11/2018	NEW MEXICO VECTOR 2018	402-6-654-230-000	85.00
NM ENVIRONMENTAL HEALT	CC018144	04/11/2018	NEW MEXICO VECTOR 2018	402-6-654-230-000	85.00
Vendor NM ENVIRONMENTAL HEALTH ASSO. Total:					170.00
Vendor: NM GEN SVCS RISK MGMT					
NM GEN SVCS RISK MGMT	INV0001692	04/12/2018	MEDICAL INSURANCE PAYAB	401-2-200-007-000	4,354.44
NM GEN SVCS RISK MGMT	INV0001695	04/12/2018	VISION INSURANCE PAYABLE	401-2-200-021-000	30.48
Vendor NM GEN SVCS RISK MGMT Total:					4,384.92
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0001678	03/30/2018	NM Retiree HealthCare Law	401-2-200-020-000	7.69
NM RETIREE HEALTH CARE A	INV0001683	04/09/2018	NM RETIREE HEALTH CARE P	401-2-200-020-000	29.79
NM RETIREE HEALTH CARE A	INV0001720	04/12/2018	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,400.13
NM RETIREE HEALTH CARE A	INV0001720	04/12/2018	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,674.35
NM RETIREE HEALTH CARE A	INV0001720	04/12/2018	NM RETIREE HEALTH CARE P	427-2-200-020-000	92.90
NM RETIREE HEALTH CARE A	INV0001720	04/12/2018	NM RETIREE HEALTH CARE P	432-2-200-020-000	128.31
NM RETIREE HEALTH CARE A	INV0001720	04/12/2018	NM RETIREE HEALTH CARE P	435-2-200-020-000	83.66
NM RETIREE HEALTH CARE A	INV0001720	04/12/2018	NM RETIREE HEALTH CARE P	437-2-200-020-000	58.58
NM RETIREE HEALTH CARE A	INV0001720	04/12/2018	NM RETIREE HEALTH CARE P	452-2-200-020-000	400.77
NM RETIREE HEALTH CARE A	INV0001720	04/12/2018	NM RETIREE HEALTH CARE P	628-2-200-020-000	231.63
NM RETIREE HEALTH CARE A	INV0001721	04/12/2018	NM Retiree HealthCare Law	401-2-200-020-000	2,402.89
Vendor NM RETIREE HEALTH CARE AUTHORITY Total:					11,510.70
Vendor: PAYMENT 1 FINANCIAL					
PAYMENT 1 FINANCIAL	INV0001723	04/12/2018	Ray Matta-M-7-CV-2017-003	402-2-200-011-000	82.11
Vendor PAYMENT 1 FINANCIAL Total:					82.11
Vendor: ROSWELL CHAVES COUNTY EDC					
ROSWELL CHAVES COUNTY E	FY 17-18-9	04/05/2018	ANNUAL ALLOCATION FY 17-	605-6-672-428-000	4,000.00
Vendor ROSWELL CHAVES COUNTY EDC Total:					4,000.00
Vendor: ROSWELL W.F.L.					
ROSWELL W.F.L.	8 BA	04/11/2018	CONTINUUM GRANT/FY 17-1	631-8-885-267-000	10,664.00
Vendor ROSWELL W.F.L. Total:					10,664.00
Vendor: SHANNON STUFFELBEAM					
SHANNON STUFFELBEAM	INV0001714	04/12/2018	DM-2013-534-MAGILL	437-2-200-018-000	253.85
Vendor SHANNON STUFFELBEAM Total:					253.85
Vendor: SIDONS-MARTIN EMERGENCY GROUP					
SIDONS-MARTIN EMERGEN	12401628	04/01/2018	VIN#1FVYDZBYRH705998	410-8-816-372-000	21,205.00
Vendor SIDONS-MARTIN EMERGENCY GROUP Total:					21,205.00
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC018155	04/04/2018	ACCT.#54-3943758-6	401-6-691-243-000	38.18
SOUTHWESTERN PUBLIC SER	CC018156	04/04/2018	ACCT.#54-3943777-9	401-6-691-243-000	47.23
SOUTHWESTERN PUBLIC SER	CC018157	04/02/2018	ACCT.#54-1485939-1	401-6-691-243-000	44.25
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					129.66
Vendor: STANTON RIGGS					
STANTON RIGGS	CC018151	04/12/2018	PERA OVERPAID/PPE 03/26/	401-6-612-109-000	237.47
Vendor STANTON RIGGS Total:					237.47
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0001696	04/12/2018	C Childress/Cause# 0001110	401-2-200-018-000	71.08
STATE OF NEW MEXICO	INV0001698	04/12/2018	A.Perez/Cause# 165742	401-2-200-018-000	151.85
STATE OF NEW MEXICO	INV0001700	04/12/2018	S Ouillette/000085580	401-2-200-018-000	201.23
STATE OF NEW MEXICO	INV0001703	04/12/2018	J.JOHNSON 000088516	401-2-200-018-000	447.23
STATE OF NEW MEXICO	INV0001704	04/12/2018	RAMIREZ/000327532	401-2-200-018-000	213.23
STATE OF NEW MEXICO	INV0001705	04/12/2018	000154416 J. TARIN	401-2-200-018-000	94.62

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STATE OF NEW MEXICO	INV0001706	04/12/2018	325981 MATTA	402-2-200-018-000	109.48
STATE OF NEW MEXICO	INV0001707	04/12/2018	8954 MATTA	402-2-200-018-000	109.48
STATE OF NEW MEXICO	INV0001709	04/12/2018	000237989-SALSBERY	401-2-200-018-000	179.08
STATE OF NEW MEXICO	INV0001710	04/12/2018	000207247-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0001711	04/12/2018	000161340-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0001712	04/12/2018	000112931-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0001713	04/12/2018	000359513-ATENCIO	401-2-200-018-000	103.38
STATE OF NEW MEXICO	INV0001715	04/12/2018	000345062	437-2-200-018-000	72.10
Vendor STATE OF NEW MEXICO Total:					2,186.38
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0001676	03/30/2018	0013204962 Allan Covarrubi	401-2-200-018-000	85.13
TEXAS CHILD SUPPORT SDU	INV0001697	04/12/2018	AG# 0012436698/Cause#CC-	401-2-200-018-000	158.31
TEXAS CHILD SUPPORT SDU	INV0001708	04/12/2018	0009646845 MATTA,RAY	402-2-200-011-000	109.48
Vendor TEXAS CHILD SUPPORT SDU Total:					352.92
Vendor: TODD CLARK					
TODD CLARK	CC018152	04/12/2018	PERA OVERPAID/PPE 02/01/	401-7-758-109-000	4.73
Vendor TODD CLARK Total:					4.73
Vendor: TOWN OF HAGERMAN					
TOWN OF HAGERMAN	40518	04/05/2018	ANNUAL RANGE FEE	401-7-751-253-000	1,000.00
Vendor TOWN OF HAGERMAN Total:					1,000.00
Vendor: U.S. DEPT OF EDUCATION					
U.S. DEPT OF EDUCATION	INV0001724	04/12/2018	MOISES ESPINOZA #1025861	401-2-200-011-000	132.76
Vendor U.S. DEPT OF EDUCATION Total:					132.76
Vendor: U.S. POSTAL SERVICE					
U.S. POSTAL SERVICE	CC018141	04/10/2018	PERMIT #BR 77-001	401-7-731-339-000	300.00
Vendor U.S. POSTAL SERVICE Total:					300.00
Vendor: VALERIE J. RAMIREZ					
VALERIE J. RAMIREZ	INV0001722	04/12/2018	H. RAMIREZ DM-2017-00105	401-2-200-018-000	92.31
Vendor VALERIE J. RAMIREZ Total:					92.31
Vendor: WAKEFIELD OIL CO. INC.					
WAKEFIELD OIL CO. INC.	148204	04/10/2018	ACCT.#CHAVES	402-6-653-230-000	156.00
Vendor WAKEFIELD OIL CO. INC. Total:					156.00
Vendor: WEX BANK					
WEX BANK	53720265	04/01/2018	ACCT.#0496-00-237636-6	401-7-752-223-000	-9.50
WEX BANK	53720265	04/01/2018	ACCT.#0496-00-237636-6	401-7-752-223-000	2,282.89
WEX BANK	53720265	04/01/2018	ACCT.#0496-00-237636-6	412-8-815-227-000	171.18
WEX BANK	53720265	04/01/2018	ACCT.#0496-00-237636-6	414-8-819-227-000	608.97
Vendor WEX BANK Total:					3,053.54
Grand Total:					512,884.07

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	61,168.89
402 - ROAD FUND	82,578.00
403 - FARM & RANGE FUND	1,000.00
410 - MIDWAY VOLUNTEER FIRE FND	21,205.00
412 - SIERRA VOLUNTEER FIRE FND	1,686.18
414 - CC FIRE DIST #8 VOL FIRE	701.67
427 - INDIGENT HOSPITAL CLAIMS	692.90
432 - DWI GRANT FUNDS	128.31
435 - CORRECTION GRANTS	83.66
437 - ENVIRONMENTAL TAX	384.53
452 - FLOOD CONTROL	12,051.29
605 - ECONOMIC DEVELOPMENT PROJ	4,000.00
628 - PROPERTY VALUATION	231.63
631 - OTHER GRANTS & CONTRACTS	20,118.00
635 - EMERGENCY/CAPITAL OUTLAY	290,756.10
650 - DETENTION CONSTRUCTION PJ	16,097.91
Grand Total:	512,884.07

Account Summary

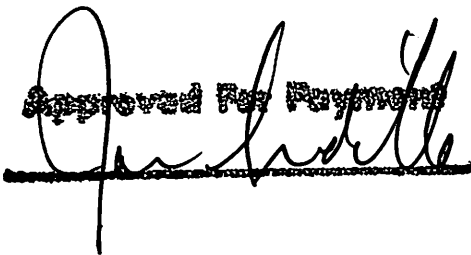
Account Number	Account Name	Expense Amount
401-2-200-007-000	MEDICAL INSURANCE PA	4,354.44
401-2-200-011-000	MISCELLANEOUS PAYABL	132.76
401-2-200-016-000	GLOBE LIFE PAYABLE	283.22
401-2-200-018-000	CHILD ENFORCEMENT P	2,596.45
401-2-200-020-000	RETIREE H/C PAYABLE	8,840.50
401-2-200-021-000	VISION CARE PAYABLE	30.48
401-6-612-109-000	P E R A	237.47
401-6-612-226-000	MILEAGE REIMBURSEME	184.50
401-6-645-341-000	UTILITIES	200.60
401-6-671-455-000	COOPERATIVE EXTENSIO	27,500.00
401-6-672-449-000	CHAVES S&WCD NOXIO	7,500.00
401-6-691-243-000	HIGHWAY LIGHTS	129.66
401-6-691-267-000	CONTRACTUAL SERVICES	2,582.81
401-6-692-341-000	UTILITIES	1,115.66
401-6-693-267-000	CONTRACTUAL SERVICES	812.71
401-6-694-267-000	CONTRACTUAL SERVICES	206.21
401-6-696-230-000	SUPPLIES/TOOLS	511.98
401-7-731-339-000	POSTAGE/FREIGHT	300.00
401-7-751-251-000	RENTALS	371.32
401-7-751-253-000	DUES & OTHER FEES	1,000.00
401-7-752-223-000	VEHICLE FUELS	2,273.39
401-7-758-109-000	P.E.R.A.	4.73
402-2-200-011-000	MISCELLANEOUS PAYABL	191.59
402-2-200-016-000	GLOBE LIFE PAYABLE	413.35
402-2-200-018-000	CHILD ENFORCEMENT P	218.96
402-2-200-020-000	RETIREE H/C PAYABLE	1,674.35
402-6-653-223-000	VEHICLE FUELS	20,271.25
402-6-653-230-000	SUPPLIES/TOOLS	156.00
402-6-653-251-000	RENTALS	32,164.01
402-6-653-290-000	PAVING PROJECTS-COOP	26,838.21
402-6-653-291-000	ROAD PROJECTS-OTHER	480.28
402-6-654-230-000	SUPPLIES/TOOLS	170.00
403-8-851-470-000	CHAVES COUNTY S&WC	1,000.00
410-8-816-372-000	VEHICLES	21,205.00
412-8-815-227-000	TRANSPORTATION EXPE	171.18
412-8-815-256-000	BLDG. IMPROVEMENT P	1,515.00
414-8-819-227-000	TRANSPORTATION EXPE	608.97
414-8-819-341-000	UTILITIES	92.70
427-2-200-020-000	RETIREE H/C PAYABLE	92.90

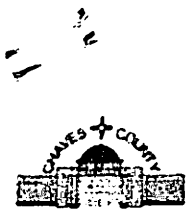
Account Summary

Account Number	Account Name	Expense Amount
427-6-639-296-000	INDIGENT BURIAL	600.00
432-2-200-020-000	RETIREE H/C PAYABLE	128.31
435-2-200-020-000	RETIREE H/C PAYABLE	83.66
437-2-200-018-000	CHILD ENFORCEMENT P	325.95
437-2-200-020-000	RETIREE H/C PAYABLE	58.58
452-2-200-018-000	CHILD ENFORCEMENT P	154.62
452-2-200-020-000	RETIREE H/C PAYABLE	400.77
452-8-832-223-000	VEHICLE FUELS	11,459.76
452-8-832-341-000	UTILITIES	36.14
605-6-672-428-000	ECONOMIC GRANTS TO	4,000.00
628-2-200-020-000	RETIREE H/C PAYABLE	231.63
631-8-885-267-000	OTHER CONTRACT SERVI	20,118.00
635-6-671-401-000	ROSWELL - EMERGENCY	4,961.33
635-6-671-409-000	CITY OF ROSWELL SPECI	285,794.77
650-6-684-228-000	TRANSPORT PRISONERS	10.00
650-6-684-230-000	SUPPLIES/TOOLS	16,087.91
	Grand Total:	512,884.07

Project Account Summary

Project Account Key	Expense Amount
None	512,884.07
Grand Total:	512,884.07

Approved For Payment




Chaves County, NM

Expense Approval Register

Packet: APPKT00603 - CHECK RUN/04/16/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: STEPHENSON, LONDON					
STEPHENSON, LONDON	CC018171	04/16/2018	SHORT TERM DISABILITY	401-7-758-102-000	300.00
			Vendor STEPHENSON, LONDON Total:		<u>300.00</u>
			Grand Total:		<u><u>300.00</u></u>

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	300.00
Grand Total:	300.00

Account Summary

Account Number	Account Name	Expense Amount
401-7-758-102-000	REGULAR SALARIES	300.00
	Grand Total:	300.00

Project Account Summary

Project Account Key	Expense Amount
None	300.00
Grand Total:	300.00

~~Approved For Payment~~
[Handwritten Signature]



Chaves County, NM

Expense Approval Register

Packet: APPKT00606 - CHECK RUN/04/20/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
Vendor: ACCURATE						
ACCURATE	456	04/01/2018	PROFESSIONAL SERVICES	401-6-613-246-000	1,333.00	
					Vendor ACCURATE Total:	1,333.00
Vendor: BELL GAS INC.						
BELL GAS INC.	13301	04/16/2018	ACCT.#10693	402-6-653-223-000	20,680.14	
					Vendor BELL GAS INC. Total:	20,680.14
Vendor: CINTAS CORPORATION #2						
CINTAS CORPORATION #2	8403616025	04/13/2018	CUSTOMER #10187763	402-6-653-230-000	241.00	
					Vendor CINTAS CORPORATION #2 Total:	241.00
Vendor: CITY OF ROSWELL						
CITY OF ROSWELL	CC018175	04/01/2018	ACC.T#44	437-6-659-242-000	11,262.67	
					Vendor CITY OF ROSWELL Total:	11,262.67
Vendor: CONSTRUCTORS INC						
CONSTRUCTORS INC	116476	04/04/2018	ACCT.#11390	402-6-653-290-000	6,856.72	
CONSTRUCTORS INC	116501	04/09/2018	ACCT.#11390	402-6-653-290-000	7,335.32	
					Vendor CONSTRUCTORS INC Total:	14,192.04
Vendor: COOPERATIVE EDUCATIONAL SVCS.						
COOPERATIVE EDUCATIONAL	24-074867	04/16/2018	ACCT.#CHAVESCOUNTY	402-6-651-230-000	559.42	
					Vendor COOPERATIVE EDUCATIONAL SVCS. Total:	559.42
Vendor: COOPERATIVE EXTENSION SERVICE/NMSU						
COOPERATIVE EXTENSION SE	GR0005568-2	04/12/2018	ANNUAL ALLOCATION/FY 17-	401-6-671-438-000	12,500.00	
					Vendor COOPERATIVE EXTENSION SERVICE/NMSU Total:	12,500.00
Vendor: DEERE CREDIT INC						
DEERE CREDIT INC	1981932	04/09/2018	ACCT.#030-0061556-007	402-6-653-251-000	3,235.72	
					Vendor DEERE CREDIT INC Total:	3,235.72
Vendor: HERITAGE MEMORIAL ALLIANCE						
HERITAGE MEMORIAL ALLIA	5982	04/01/2018	PERMIT #7422	427-6-639-296-000	600.00	
					Vendor HERITAGE MEMORIAL ALLIANCE Total:	600.00
Vendor: HOLCOMB LAW OFFICE						
HOLCOMB LAW OFFICE	2116	04/01/2018	LEGAL SERVICES	401-6-611-260-000	6,333.95	
					Vendor HOLCOMB LAW OFFICE Total:	6,333.95
Vendor: MARLIN JOHNSON						
MARLIN JOHNSON	CC018193	04/17/2018	NM FLOODPLAIN CONF/04/1	401-6-624-226-000	173.70	
					Vendor MARLIN JOHNSON Total:	173.70
Vendor: NEW MEXICO COUNTY INSURANCE AUTHORITY						
NEW MEXICO COUNTY INSU	LE000581	04/01/2018	CLAIM #LE-0011011	401-6-619-313-000	15,000.00	
NEW MEXICO COUNTY INSU	ML000681	04/01/2018	CLAIM #GL-26838	401-6-619-313-000	2,183.06	
					Vendor NEW MEXICO COUNTY INSURANCE AUTHORITY Total:	17,183.06
Vendor: NEW MEXICO GAS COMPANY INC						
NEW MEXICO GAS COMPAN	CC018184	04/13/2018	ACCT.#115435453-0797988-	401-6-699-341-000	24.27	
NEW MEXICO GAS COMPAN	CC018185	04/09/2018	ACCT.#076846512-0792590-	411-8-814-341-000	93.95	
NEW MEXICO GAS COMPAN	CC018186	04/10/2018	ACCT.#077058012-0794705-	410-8-816-341-000	93.38	
NEW MEXICO GAS COMPAN	CC018187	04/10/2018	ACCT.#077227312-1237385-	408-8-812-341-000	106.29	
NEW MEXICO GAS COMPAN	CC018187	04/10/2018	ACCT.#077227312-0796398-	408-8-812-341-000	132.49	
NEW MEXICO GAS COMPAN	CC018188	04/09/2018	ACCT.#077937001-0803495-	411-8-814-341-000	42.57	
NEW MEXICO GAS COMPAN	CC018189	04/13/2018	ACCT.#077991703-0797981-	401-6-691-341-000	30.49	
NEW MEXICO GAS COMPAN	CC018190	04/13/2018	ACCT.#077991703-0797982-	401-6-691-341-000	45.60	
NEW MEXICO GAS COMPAN	CC018191	04/13/2018	ACCT.#077991703-0804041-	401-6-691-341-000	24.27	
NEW MEXICO GAS COMPAN	CC018192	04/13/2018	ACCT.#115435453-1203867-	401-6-612-341-000	0.57	
NEW MEXICO GAS COMPAN	CC018192	04/13/2018	ACCT.#115435453-1203867-	401-6-613-341-000	0.38	

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO GAS COMPAN	CC018192	04/13/2018	ACCT.#115435453-1203867-	401-6-616-341-000	0.38
NEW MEXICO GAS COMPAN	CC018192	04/13/2018	ACCT.#115435453-1203867-	401-6-621-341-000	0.38
NEW MEXICO GAS COMPAN	CC018192	04/13/2018	ACCT.#115435453-1203867-	401-6-621-341-000	0.57
NEW MEXICO GAS COMPAN	CC018192	04/13/2018	ACCT.#115435453-1203867-	401-6-622-341-000	1.43
NEW MEXICO GAS COMPAN	CC018192	04/13/2018	ACCT.#115435453-1203867-	401-6-624-341-000	1.73
NEW MEXICO GAS COMPAN	CC018192	04/13/2018	ACCT.#115435453-1203867-	401-6-625-341-000	0.38
NEW MEXICO GAS COMPAN	CC018192	04/13/2018	ACCT.#115435453-1203867-	401-6-631-341-000	0.78
NEW MEXICO GAS COMPAN	CC018192	04/13/2018	ACCT.#115435453-1203867-	401-6-632-341-000	0.51
NEW MEXICO GAS COMPAN	CC018192	04/13/2018	ACCT.#115435453-1203867-	401-7-721-341-000	5.37
NEW MEXICO GAS COMPAN	CC018192	04/13/2018	ACCT.#115435453-1203867-	401-7-731-341-000	3.18
NEW MEXICO GAS COMPAN	CC018192	04/13/2018	ACCT.#115435453-1203867-	401-7-741-341-000	2.30
NEW MEXICO GAS COMPAN	CC018192	04/13/2018	ACCT.#115435453-1203867-	401-7-751-341-000	7.33
NEW MEXICO GAS COMPAN	CC018192	04/13/2018	ACCT.#115435453-1203867-	427-6-638-341-000	0.77
Vendor NEW MEXICO GAS COMPANY INC Total:					619.37
Vendor: NEWMEX FUNERAL SERVICE					
NEWMEX FUNERAL SERVICE	CC018172	04/01/2018	PERMIT #14899	427-6-639-296-000	600.00
NEWMEX FUNERAL SERVICE	CC018174	04/01/2018	PERMIT #14906	427-6-639-296-000	600.00
Vendor NEWMEX FUNERAL SERVICE Total:					1,200.00
Vendor: PROFESSIONAL DOCUMENT SYSTEMS					
PROFESSIONAL DOCUMENT	129896	04/01/2018	SCAN AND PROVIDE SOFTW	401-6-619-260-000	12,452.37
PROFESSIONAL DOCUMENT	129964	04/01/2018	SCAN FILES	401-6-619-260-000	3,299.69
Vendor PROFESSIONAL DOCUMENT SYSTEMS Total:					15,752.06
Vendor: QWEST					
QWEST	CC018179	04/01/2018	ACCT.#N-575-622-0506-881	401-6-619-340-000	714.84
Vendor QWEST Total:					714.84
Vendor: SOUTHWEST CORRECTIONAL MEDICAL GROUP					
SOUTHWEST CORRECTIONAL	INV001646	04/01/2018	ACCT.#CHAVE001	427-6-639-268-000	142,423.45
Vendor SOUTHWEST CORRECTIONAL MEDICAL GROUP Total:					142,423.45
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC018180	04/12/2018	ACCT.#54-1632663-1	401-6-691-341-000	401.29
SOUTHWESTERN PUBLIC SER	CC018180	04/12/2018	ACCT.#54-1632663-1	401-6-691-341-000	29.81
SOUTHWESTERN PUBLIC SER	CC018180	04/12/2018	ACCT.#54-1632663-1	401-6-699-341-000	180.40
SOUTHWESTERN PUBLIC SER	CC018180	04/12/2018	ACCT.#54-1632663-1	401-6-699-341-000	223.91
SOUTHWESTERN PUBLIC SER	CC018180	04/12/2018	ACCT.#54-1632663-1	401-6-699-341-000	69.60
SOUTHWESTERN PUBLIC SER	CC018180	04/12/2018	ACCT.#54-1632663-1	401-6-699-341-000	216.02
SOUTHWESTERN PUBLIC SER	CC018181	04/10/2018	ACCT.#54-3943804-3	401-6-693-341-000	989.87
SOUTHWESTERN PUBLIC SER	CC018182	04/12/2018	ACCT.#54-3943824-7	401-6-612-341-000	99.27
SOUTHWESTERN PUBLIC SER	CC018182	04/12/2018	ACCT.#54-3943824-7	401-6-613-341-000	99.27
SOUTHWESTERN PUBLIC SER	CC018182	04/12/2018	ACCT.#54-3943824-7	401-6-616-341-000	99.27
SOUTHWESTERN PUBLIC SER	CC018182	04/12/2018	ACCT.#54-3943824-7	401-6-621-341-000	198.54
SOUTHWESTERN PUBLIC SER	CC018182	04/12/2018	ACCT.#54-3943824-7	401-6-621-341-000	99.27
SOUTHWESTERN PUBLIC SER	CC018182	04/12/2018	ACCT.#54-3943824-7	401-6-622-341-000	376.54
SOUTHWESTERN PUBLIC SER	CC018182	04/12/2018	ACCT.#54-3943824-7	401-6-624-341-000	455.27
SOUTHWESTERN PUBLIC SER	CC018182	04/12/2018	ACCT.#54-3943824-7	401-6-625-341-000	99.27
SOUTHWESTERN PUBLIC SER	CC018182	04/12/2018	ACCT.#54-3943824-7	401-6-631-341-000	205.39
SOUTHWESTERN PUBLIC SER	CC018182	04/12/2018	ACCT.#54-3943824-7	401-6-632-341-000	132.82
SOUTHWESTERN PUBLIC SER	CC018182	04/12/2018	ACCT.#54-3943824-7	401-7-721-341-000	1,409.64
SOUTHWESTERN PUBLIC SER	CC018182	04/12/2018	ACCT.#54-3943824-7	401-7-731-341-000	835.92
SOUTHWESTERN PUBLIC SER	CC018182	04/12/2018	ACCT.#54-3943824-7	401-7-741-341-000	605.21
SOUTHWESTERN PUBLIC SER	CC018182	04/12/2018	ACCT.#54-3943824-7	401-7-751-341-000	1,925.16
SOUTHWESTERN PUBLIC SER	CC018182	04/12/2018	ACCT.#54-3943824-7	427-6-638-341-000	205.38
SOUTHWESTERN PUBLIC SER	CC018183	04/09/2018	ACCT.#54-3949473-4	411-8-814-341-000	184.02
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					9,141.14
Vendor: SUMMIT FOOD SERVICE					
SUMMIT FOOD SERVICE	INV000025074	04/12/2018	ACCT.#C1921000	650-6-684-264-000	52,619.59
SUMMIT FOOD SERVICE	INV000025075	04/12/2018	ACCT.#C1921001	401-6-645-264-000	1,281.21
Vendor SUMMIT FOOD SERVICE Total:					53,900.80

Expense Approval Register

Packet: APPKT00606 - CHECK RUN/04/20/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: TIFFANY PADILLA					
TIFFANY PADILLA	1-1	04/10/2018	HAIRCUTS	401-6-645-234-000	90.00
Vendor TIFFANY PADILLA Total:					90.00
Vendor: TOM'S TOWING SERVICE					
TOM'S TOWING SERVICE	11222	04/01/2018	TOWING SERVICES	414-8-819-221-000	513.88
Vendor TOM'S TOWING SERVICE Total:					513.88
Vendor: USDA, ANMIAL PLANT HEALTH INSPECTION					
USDA, ANMIAL PLANT HEALT	3002694073-1	04/02/2018	CUSTOMER #6003036	403-8-851-480-000	19,053.53
USDA, ANMIAL PLANT HEALT	3002694073	04/02/2018	CUSTOMER #6003036	401-6-671-480-000	24,227.78
Vendor USDA, ANMIAL PLANT HEALTH INSPECTION Total:					43,281.31
Vendor: WAKEFIELD OIL CO. INC.					
WAKEFIELD OIL CO. INC.	148414	04/16/2018	ACCT.#CHAVES	402-6-653-230-000	2,130.00
Vendor WAKEFIELD OIL CO. INC. Total:					2,130.00
Vendor: Y-O BODY SHOP					
Y-O BODY SHOP	417	04/17/2018	LABOR & MATERIAL	402-6-653-221-000	1,791.56
Vendor Y-O BODY SHOP Total:					1,791.56
Grand Total:					359,853.11

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	88,491.26
402 - ROAD FUND	42,829.88
403 - FARM & RANGE FUND	19,053.53
408 - EAST GRAND PLAINS VOL FIRE	238.78
410 - MIDWAY VOLUNTEER FIRE FND	93.38
411 - BERRENDO VOLUNTEER FIRE	320.54
414 - CC FIRE DIST #8 VOL FIRE	513.88
427 - INDIGENT HOSPITAL CLAIMS	144,429.60
437 - ENVIRONMENTAL TAX	11,262.67
650 - DETENTION CONSTRUCTION PJ	52,619.59
Grand Total:	359,853.11

Account Summary

Account Number	Account Name	Expense Amount
401-6-611-260-000	PROFESSIONAL SERVICE	6,333.95
401-6-612-341-000	UTILITIES	99.84
401-6-613-246-000	DRUG & ALCOHOL PROG	1,333.00
401-6-613-341-000	UTILITIES	99.65
401-6-616-341-000	UTILITIES	99.65
401-6-619-260-000	PROFESSIONAL SERVICE	15,752.06
401-6-619-313-000	TORT LIABILITY INSURAN	17,183.06
401-6-619-340-000	TELEPHONE	714.84
401-6-621-341-000	UTILITIES	298.76
401-6-622-341-000	UTILITIES	377.97
401-6-624-226-000	MILEAGE REIMBURSEME	173.70
401-6-624-341-000	UTILITIES	457.00
401-6-625-341-000	UTILITIES	99.65
401-6-631-341-000	UTILITIES	206.17
401-6-632-341-000	UTILITIES	133.33
401-6-645-234-000	INMATE SUPPLIES	90.00
401-6-645-264-000	FEEDING OF PRISONERS	1,281.21
401-6-671-438-000	COUNTY AG. YOUTH FAI	12,500.00
401-6-671-480-000	USDA - ANIMAL CONTR	24,227.78
401-6-691-341-000	UTILITIES	531.46
401-6-693-341-000	UTILITIES	989.87
401-6-699-341-000	UTILITIES	714.20
401-7-721-341-000	UTILITIES	1,415.01
401-7-731-341-000	UTILITIES	839.10
401-7-741-341-000	UTILITIES	607.51
401-7-751-341-000	UTILITIES	1,932.49
402-6-651-230-000	SUPPLIES/TOOLS	559.42
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	1,791.56
402-6-653-223-000	VEHICLE FUELS	20,680.14
402-6-653-230-000	SUPPLIES/TOOLS	2,371.00
402-6-653-251-000	RENTALS	3,235.72
402-6-653-290-000	PAVING PROJECTS-COOP	14,192.04
403-8-851-480-000	USDA ANIMAL DAMAGE	19,053.53
408-8-812-341-000	UTILITIES	238.78
410-8-816-341-000	UTILITIES	93.38
411-8-814-341-000	UTILITIES	320.54
414-8-819-221-000	VEH/HVY EQUIP. REPAIR	513.88
427-6-638-341-000	UTILITIES	206.15
427-6-639-268-000	CARE OF PRISONER SER	142,423.45
427-6-639-296-000	INDIGENT BURIAL	1,800.00
437-6-659-242-000	LANDFILL EXPENSES	11,262.67
650-6-684-264-000	FEEDING OF PRISONERS	52,619.59
Grand Total:	359,853.11	

Project Account Summary

Project Account Key	Expense Amount
None	359,853.11
Grand Total:	<u>359,853.11</u>

Approved For Payment




Expense Approval Register

Packet: APPKT00611 - CHECK RUN/04/27/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ALTON'S POWER BLOCK GYM INC					
ALTON'S POWER BLOCK GYM	INV0001738	04/26/2018	ALTON'S POWER BLOCK GYM	402-2-200-024-000	26.95
ALTON'S POWER BLOCK GYM	INV0001738	04/26/2018	ALTON'S POWER BLOCK GYM	427-2-200-024-000	24.10
Vendor ALTON'S POWER BLOCK GYM INC Total:					51.05
Vendor: BAMBI NALLEY					
BAMBI NALLEY	INV0001745	04/26/2018	SEELY DM-2013-443	401-2-200-018-000	115.38
Vendor BAMBI NALLEY Total:					115.38
Vendor: CARRIE HARDY					
CARRIE HARDY	INV0001742	04/26/2018	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
Vendor CARRIE HARDY Total:					250.00
Vendor: CHAVES SOIL & WATER CONSERVATION					
CHAVES SOIL & WATER CONS	CC018196	04/10/2018	ANNUAL ALLOCATION/FY 17-	452-8-832-260-000	5,000.00
Vendor CHAVES SOIL & WATER CONSERVATION Total:					5,000.00
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC018214	04/01/2018	ACCT.#2021-40268	401-6-645-341-000	50.96
CITY OF ROSWELL	CC018215	04/01/2018	ACCT.#2051-42964	401-6-691-341-000	40.05
CITY OF ROSWELL	CC018216	04/01/2018	ACCT.#2053-49366	401-6-645-341-000	26.82
CITY OF ROSWELL	CC018216	04/01/2018	ACCT.#2053-49366	401-6-692-341-000	12.11
CITY OF ROSWELL	CC018216	04/01/2018	ACCT.#2053-49366	401-6-692-341-000	137.06
Vendor CITY OF ROSWELL Total:					267.00
Vendor: CREATIVE BUS SALES INC					
CREATIVE BUS SALES INC	1529896	04/24/2018	CUSTOMER #1166442	631-8-884-372-000	44,351.46
CREATIVE BUS SALES INC	1529897	04/24/2018	CUSTOMER #1166442	631-8-884-372-000	43,517.46
CREATIVE BUS SALES INC	1529898	04/24/2018	CUSTOMER #1166442	631-8-884-372-000	43,517.46
Vendor CREATIVE BUS SALES INC Total:					131,386.38
Vendor: ESRI, INC.					
ESRI, INC.	93452179	04/23/2018	CUSTOMER #181915	401-7-731-260-000	3,977.00
Vendor ESRI, INC. Total:					3,977.00
Vendor: GARDEN CREST LANDSCAPE					
GARDEN CREST LANDSCAPE	CC018197	04/13/2018	TREE REMOVAL SERVICE	401-6-691-257-000	1,455.75
Vendor GARDEN CREST LANDSCAPE Total:					1,455.75
Vendor: JEANINE CORN BEST					
JEANINE CORN BEST	INV0001744	04/26/2018	J.BEST/ Cause # DM-2007-01	452-2-200-018-000	154.62
Vendor JEANINE CORN BEST Total:					154.62
Vendor: LEA COUNTY GOVERNMENT					
LEA COUNTY GOVERNMENT	CC018195	04/25/2018	ARREST #38461 & 38495	650-6-684-260-000	100.00
Vendor LEA COUNTY GOVERNMENT Total:					100.00
Vendor: LEGALSHIELD					
LEGALSHIELD	INV0001736	04/26/2018	LEGAL SHIELD PAYABLE	401-2-200-022-000	425.50
LEGALSHIELD	INV0001736	04/26/2018	LEGAL SHIELD PAYABLE	402-2-200-022-000	144.50
Vendor LEGALSHIELD Total:					570.00
Vendor: LL & D INC					
LL & D INC	40887	04/01/2018	ARMOR MERCHANT	401-7-741-260-000	165.48
Vendor LL & D INC Total:					165.48
Vendor: NANCY FRAM					
NANCY FRAM	CC018198	04/26/2018	LEASE/110 E. MESCALERO R	635-6-682-375-000	11,000.00
Vendor NANCY FRAM Total:					11,000.00
Vendor: NEW MEXICO ASSOC. OF COUNTIES					
NEW MEXICO ASSOC. OF CO	04182018	04/18/2018	CHAVES COUNTY/RE-ACCRED	650-6-684-260-000	1,500.00
Vendor NEW MEXICO ASSOC. OF COUNTIES Total:					1,500.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC018201	04/16/2018	ACCT.#077702112-0801146-	402-6-651-341-000	397.49
NEW MEXICO GAS COMPAN	CC018202	04/16/2018	ACCT.#077726812-0801393-	412-8-815-341-000	34.01
NEW MEXICO GAS COMPAN	CC018203	04/16/2018	ACCT.#078156501-0805690-	650-6-684-341-000	1,096.36
NEW MEXICO GAS COMPAN	CC018204	04/13/2018	ACCT.#115435453-1201470-	401-6-612-341-000	9.65
NEW MEXICO GAS COMPAN	CC018204	04/13/2018	ACCT.#115435453-1201470-	401-6-613-341-000	6.42
NEW MEXICO GAS COMPAN	CC018204	04/13/2018	ACCT.#115435453-1201470-	401-6-616-341-000	6.42
NEW MEXICO GAS COMPAN	CC018204	04/13/2018	ACCT.#115435453-1201470-	401-6-621-341-000	6.42
NEW MEXICO GAS COMPAN	CC018204	04/13/2018	ACCT.#115435453-1201470-	401-6-622-341-000	9.61
NEW MEXICO GAS COMPAN	CC018204	04/13/2018	ACCT.#115435453-1201470-	401-6-622-341-000	24.36
NEW MEXICO GAS COMPAN	CC018204	04/13/2018	ACCT.#115435453-1201470-	401-6-624-340-000	29.45
NEW MEXICO GAS COMPAN	CC018204	04/13/2018	ACCT.#115435453-1201470-	401-6-625-341-000	6.42
NEW MEXICO GAS COMPAN	CC018204	04/13/2018	ACCT.#115435453-1201470-	401-6-631-340-000	13.29
NEW MEXICO GAS COMPAN	CC018204	04/13/2018	ACCT.#115435453-1201470-	401-6-632-341-000	8.59
NEW MEXICO GAS COMPAN	CC018204	04/13/2018	ACCT.#115435453-1201470-	401-7-721-341-000	91.19
NEW MEXICO GAS COMPAN	CC018204	04/13/2018	ACCT.#115435453-1201470-	401-7-731-341-000	54.07
NEW MEXICO GAS COMPAN	CC018204	04/13/2018	ACCT.#115435453-1201470-	401-7-741-341-000	39.15
NEW MEXICO GAS COMPAN	CC018204	04/13/2018	ACCT.#115435453-1201470-	401-7-751-341-000	124.54
NEW MEXICO GAS COMPAN	CC018204	04/13/2018	ACCT.#115435453-1201470-	427-6-638-341-000	13.29
Vendor NEW MEXICO GAS COMPANY INC Total:					1,970.73
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0001763	04/26/2018	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,485.18
NM RETIREE HEALTH CARE A	INV0001763	04/26/2018	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,691.90
NM RETIREE HEALTH CARE A	INV0001763	04/26/2018	NM RETIREE HEALTH CARE P	427-2-200-020-000	92.90
NM RETIREE HEALTH CARE A	INV0001763	04/26/2018	NM RETIREE HEALTH CARE P	432-2-200-020-000	128.31
NM RETIREE HEALTH CARE A	INV0001763	04/26/2018	NM RETIREE HEALTH CARE P	435-2-200-020-000	83.66
NM RETIREE HEALTH CARE A	INV0001763	04/26/2018	NM RETIREE HEALTH CARE P	437-2-200-020-000	58.58
NM RETIREE HEALTH CARE A	INV0001763	04/26/2018	NM RETIREE HEALTH CARE P	452-2-200-020-000	400.77
NM RETIREE HEALTH CARE A	INV0001763	04/26/2018	NM RETIREE HEALTH CARE P	628-2-200-020-000	231.63
NM RETIREE HEALTH CARE A	INV0001764	04/26/2018	NM Retiree HealthCare Law	401-2-200-020-000	2,400.83
NM RETIREE HEALTH CARE A	INV0001764	04/26/2018	NM Retiree HealthCare Law	431-2-200-020-000	34.86
Vendor NM RETIREE HEALTH CARE AUTHORITY Total:					11,608.62
Vendor: PAYMENT 1 FINANCIAL					
PAYMENT 1 FINANCIAL	INV0001766	04/26/2018	Ray Matta-M-7-CV-2017-003	402-2-200-011-000	82.11
Vendor PAYMENT 1 FINANCIAL Total:					82.11
Vendor: PEREGRINE CORPORATION					
PEREGRINE CORPORATION	307244	04/11/2018	CUSTOMER #5727	401-7-731-252-000	6,305.62
PEREGRINE CORPORATION	307244	04/11/2018	CUSTOMER #5727	401-7-731-339-000	333.14
PEREGRINE CORPORATION	308248	04/19/2018	ACCT.#5727	401-7-741-252-000	2,083.81
PEREGRINE CORPORATION	308248	04/19/2018	ACCT.#5727	401-7-741-339-000	5,358.37
Vendor PEREGRINE CORPORATION Total:					14,080.94
Vendor: QWEST					
QWEST	CC018200	04/04/2018	ACCT.#575-627-7162-074B	408-8-812-340-000	69.53
Vendor QWEST Total:					69.53
Vendor: SHANNON STUFFELBEAM					
SHANNON STUFFELBEAM	INV0001757	04/26/2018	DM-2013-534-MAGILL	437-2-200-018-000	253.85
Vendor SHANNON STUFFELBEAM Total:					253.85
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC018205	04/16/2018	ACCT.#54-1797003-1	401-6-691-243-000	96.61
SOUTHWESTERN PUBLIC SER	CC018206	04/18/2018	ACCT.#54-3949471-2	650-6-684-341-000	10,857.31
SOUTHWESTERN PUBLIC SER	CC018207	04/19/2018	ACCT.#54-3943737-1	401-6-691-243-000	36.98
SOUTHWESTERN PUBLIC SER	CC018208	04/18/2018	ACCT.#54-3943798-4	401-6-691-243-000	71.59
SOUTHWESTERN PUBLIC SER	CC018209	04/16/2018	ACCT.#54-3943719-9	401-6-691-243-000	49.25
SOUTHWESTERN PUBLIC SER	CC018210	04/18/2018	ACCT.#54-3949421-2	412-8-815-341-000	80.33
SOUTHWESTERN PUBLIC SER	CC018211	04/18/2018	ACCT.#54-3949465-4	402-6-651-341-000	914.93
SOUTHWESTERN PUBLIC SER	CC018212	04/16/2018	ACCT.#54-7497040-6	408-8-812-341-000	101.65
SOUTHWESTERN PUBLIC SER	CC018212	04/16/2018	ACCT.#54-3943725-7	408-8-812-341-000	94.42
SOUTHWESTERN PUBLIC SER	CC018213	04/19/2018	ACCT.#54-3943686-9	401-6-691-243-000	33.91

Expense Approval Register

Packet: APPKT00611 - CHECK RUN/04/27/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTHWESTERN PUBLIC SER	CC018217	04/19/2018	ACCT.#54-3943772-4	401-6-691-243-000	27.60
SOUTHWESTERN PUBLIC SER	CC018218	04/19/2018	ACCT.#54-1485939-1	401-6-693-341-000	43.06
SOUTHWESTERN PUBLIC SER	CC018219	04/19/2018	ACCT.#54-3943703-1	401-6-691-243-000	20.16
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					12,427.80
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0001739	04/26/2018	C Childress/Cause# 0001110	401-2-200-018-000	71.08
STATE OF NEW MEXICO	INV0001741	04/26/2018	A.Perez/Cause# 165742	401-2-200-018-000	151.85
STATE OF NEW MEXICO	INV0001743	04/26/2018	S Ouillette/000085580	401-2-200-018-000	201.23
STATE OF NEW MEXICO	INV0001746	04/26/2018	J.JOHNSON 000088516	401-2-200-018-000	447.23
STATE OF NEW MEXICO	INV0001747	04/26/2018	RAMIREZ/000327532	401-2-200-018-000	195.66
STATE OF NEW MEXICO	INV0001747	04/26/2018	RAMIREZ/000327532	431-2-200-018-000	17.57
STATE OF NEW MEXICO	INV0001748	04/26/2018	000154416 J. TARIN	401-2-200-018-000	94.62
STATE OF NEW MEXICO	INV0001749	04/26/2018	325981 MATTA	402-2-200-018-000	109.48
STATE OF NEW MEXICO	INV0001750	04/26/2018	8954 MATTA	402-2-200-018-000	109.48
STATE OF NEW MEXICO	INV0001752	04/26/2018	000237989-SALSABERRY	401-2-200-018-000	179.08
STATE OF NEW MEXICO	INV0001753	04/26/2018	000207247-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0001754	04/26/2018	000161340-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0001755	04/26/2018	000112931-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0001756	04/26/2018	000359513-ATENCIO	401-2-200-018-000	103.38
STATE OF NEW MEXICO	INV0001758	04/26/2018	000345062	437-2-200-018-000	72.10
Vendor STATE OF NEW MEXICO Total:					2,186.38
Vendor: TAOS COUNTY					
TAOS COUNTY	CC018194	03/01/2018	HOUSNG OF INMATE	650-6-684-268-000	1,040.00
Vendor TAOS COUNTY Total:					1,040.00
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0001740	04/26/2018	AG# 0012436698/Cause#CC-	401-2-200-018-000	158.31
TEXAS CHILD SUPPORT SDU	INV0001751	04/26/2018	0009646845 MATTA, RAY	402-2-200-011-000	109.48
Vendor TEXAS CHILD SUPPORT SDU Total:					267.79
Vendor: TYLER TECHNOLOGIES					
TYLER TECHNOLOGIES	030-14531	04/12/2018	ACCT.#42486	401-7-751-249-000	62,990.90
Vendor TYLER TECHNOLOGIES Total:					62,990.90
Vendor: U.S. DEPT OF EDUCATION					
U.S. DEPT OF EDUCATION	INV0001767	04/26/2018	MOISES ESPINOZA #1025861	401-2-200-011-000	132.76
Vendor U.S. DEPT OF EDUCATION Total:					132.76
Vendor: UNITED WAY OF CHAVES COUNTY					
UNITED WAY OF CHAVES CO	INV0001735	04/26/2018	UNITED WAY PAYABLE	401-2-200-010-000	321.09
UNITED WAY OF CHAVES CO	INV0001735	04/26/2018	UNITED WAY PAYABLE	402-2-200-010-000	35.00
UNITED WAY OF CHAVES CO	INV0001735	04/26/2018	UNITED WAY PAYABLE	427-2-200-010-000	6.00
UNITED WAY OF CHAVES CO	INV0001735	04/26/2018	UNITED WAY PAYABLE	431-2-200-010-000	3.13
UNITED WAY OF CHAVES CO	INV0001735	04/26/2018	UNITED WAY PAYABLE	452-2-200-010-000	10.00
UNITED WAY OF CHAVES CO	INV0001735	04/26/2018	UNITED WAY PAYABLE	628-2-200-010-000	30.00
Vendor UNITED WAY OF CHAVES COUNTY Total:					405.22
Vendor: VALERIE J. RAMIREZ					
VALERIE J. RAMIREZ	INV0001765	04/26/2018	H. RAMIREZ DM-2017-00105	401-2-200-018-000	86.54
VALERIE J. RAMIREZ	INV0001765	04/26/2018	H. RAMIREZ DM-2017-00105	431-2-200-018-000	5.77
Vendor VALERIE J. RAMIREZ Total:					92.31
Grand Total:					263,601.60

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	95,999.15
402 - ROAD FUND	3,621.32
408 - EAST GRAND PLAINS VOLFIRE	265.60
412 - SIERRA VOLUNTEER FIRE FND	114.34
427 - INDIGENT HOSPITAL CLAIMS	136.29
431 - PUBLIC SAFETY GRANT	61.33
432 - DWI GRANT FUNDS	128.31
435 - CORRECTION GRANTS	83.66
437 - ENVIRONMENTAL TAX	384.53
452 - FLOOD CONTROL	5,565.39
628 - PROPERTY VALUATION	261.63
631 - OTHER GRANTS & CONTRACTS	131,386.38
635 - EMERGENCY/CAPITAL OUTLAY	11,000.00
650 - DETENTION CONSTRUCTION PJ	14,593.67
Grand Total:	263,601.60

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	321.09
401-2-200-011-000	MISCELLANEOUS PAYABL	132.76
401-2-200-018-000	CHILD ENFORCEMENT P	2,487.98
401-2-200-020-000	RETIREE H/C PAYABLE	8,886.01
401-2-200-022-000	PRE-PAID LEGAL PAYABL	425.50
401-6-612-341-000	UTILITIES	9.65
401-6-613-341-000	UTILITIES	6.42
401-6-616-341-000	UTILITIES	6.42
401-6-621-341-000	UTILITIES	16.03
401-6-622-341-000	UTILITIES	24.36
401-6-624-340-000	TELEPHONE	29.45
401-6-625-341-000	UTILITIES	6.42
401-6-631-340-000	TELEPHONE	13.29
401-6-632-341-000	UTILITIES	8.59
401-6-645-341-000	UTILITIES	77.78
401-6-691-243-000	HIGHWAY LIGHTS	336.10
401-6-691-257-000	FACILITY MAINT/REPAIR	1,455.75
401-6-691-341-000	UTILITIES	40.05
401-6-692-341-000	UTILITIES	149.17
401-6-693-341-000	UTILITIES	43.06
401-7-721-341-000	UTILITIES	91.19
401-7-731-252-000	PRINTING/PUBLISHING	6,305.62
401-7-731-260-000	PROFESSIONAL SERVICE	3,977.00
401-7-731-339-000	POSTAGE/FREIGHT	333.14
401-7-731-341-000	UTILITIES	54.07
401-7-741-252-000	PRINTING/PUBLISHING	2,083.81
401-7-741-260-000	PROFESSIONAL SERVICE	165.48
401-7-741-339-000	POSTAGE/FREIGHT	5,358.37
401-7-741-341-000	UTILITIES	39.15
401-7-751-249-000	EQUIP MAINT/AGREEME	62,990.90
401-7-751-341-000	UTILITIES	124.54
402-2-200-010-000	UNITED WAY PAYABLE	35.00
402-2-200-011-000	MISCELLANEOUS PAYABL	191.59
402-2-200-018-000	CHILD ENFORCEMENT P	218.96
402-2-200-020-000	RETIREE H/C PAYABLE	1,691.90
402-2-200-022-000	PRE-PAID LEGAL PAYABL	144.50
402-2-200-024-000	ALTONS POWER BLOCK	26.95
402-6-651-341-000	UTILITIES	1,312.42
408-8-812-340-000	TELEPHONE	69.53
408-8-812-341-000	UTILITIES	196.07
412-8-815-341-000	UTILITIES	114.34

Account Summary

Account Number	Account Name	Expense Amount
427-2-200-010-000	UNITED WAY PAYABLE	6.00
427-2-200-020-000	RETIREE H/C PAYABLE	92.90
427-2-200-024-000	ALTONS POWER BLOCK	24.10
427-6-638-341-000	UTILITIES	13.29
431-2-200-010-000	UNITED WAY PAYABLE	3.13
431-2-200-018-000	CHILD ENFORCEMENT P	23.34
431-2-200-020-000	RETIREE H/C PAYABLE	34.86
432-2-200-020-000	RETIREE H/C PAYABLE	128.31
435-2-200-020-000	RETIREE H/C PAYABLE	83.66
437-2-200-018-000	CHILD ENFORCEMENT P	325.95
437-2-200-020-000	RETIREE H/C PAYABLE	58.58
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	400.77
452-8-832-260-000	PROFESSIONAL SERVICE	5,000.00
628-2-200-010-000	UNITED WAY PAYABLE	30.00
628-2-200-020-000	RETIREE H/C PAYABLE	231.63
631-8-884-372-000	VEHICLES - COUNTY	131,386.38
635-6-682-375-000	LEASE PURCHASES	11,000.00
650-6-684-260-000	PROFESSIONAL SERVICE	1,600.00
650-6-684-268-000	HOUSING OF PRISONERS	1,040.00
650-6-684-341-000	UTILITIES	11,953.67
Grand Total:		263,601.60

Project Account Summary

Project Account Key	Expense Amount
None	263,601.60
Grand Total:	263,601.60

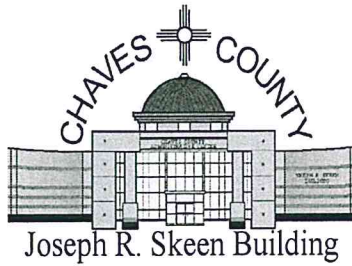


A handwritten signature in black ink is written over a rectangular stamp. The signature is cursive and appears to be 'B. [unclear]'. The stamp is mostly illegible but seems to contain some text and possibly a date or time.

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	
<i>Summary Report -</i>	
<i>04/01/2018 - 04/30/2018</i>	
CLERK FEES (EQUIPMENT)	\$ 5,369.00
GEN CLERK'S FEES	\$ 14,974.50
LIQUOR LICENSE	\$ -
CHILDREN'S TRUST FUND	\$ 555.00
PROBATE	\$ 569.85
PHOTOCOPIES.....	\$ 1,157.34
GOVT GROSS RECEIPTS TAX	\$ 160.23
TOTAL AMOUNT:	\$ 22,785.92
TOTAL DOCUMENTS FILED	737
NEW MARRIAGE LICENSES	37
NEW PROBATES	15
NEW SURVEYS	7
NEW PLATS	2
NEW VOTERS	121
VOTER CHANGES	196



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

Sheriff's Monthly Statistics Report April 2018

Commission Meeting: May 21, 2018

<u>Total Number of Arrests:</u>	<u>91</u>
Adult:	91
Juvenile:	0

<u>Total Number of DWI's:</u>	<u>7</u>
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<u>Total Number of Arrest Citations:</u>	<u>17</u>
Adult:	11
Juvenile:	6

<u>Total Number of Traffic Citations:</u>	<u>112</u>
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<u>Total Number of Accident Reports:</u>	<u>10</u>
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CCSO Mileage Report
April 2018

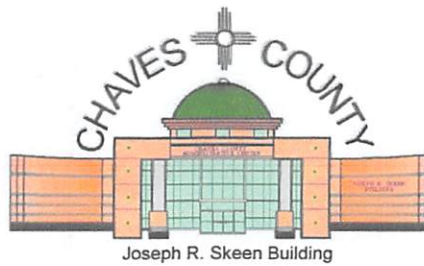
Unit #	Year	Make	Model	Assigned to	Mileage Beg.	Mileage End	Total
900	2013	Ford	Taurus	Beagles-Clark, Amanda	103957	105367	1410
901	2016	Ford	F-250 Crew Cab	Drake, Charles	62294	64920	2626
902	2009	Ford	F-150	Ouilllette, Scott	168199	169697	1498
903	2014	Ford	F-150	Serna, Jimmy (AC)	53293	55089	1796
905	2017	Ford	F-150	Hohle, Doug	14470	16200	1730
906	2013	Ford	Taurus	Padilla, Olivia	114955	117834	2879
908	2013	Ford	Taurus	Villarreal, PJ/Military Leave	129352	130169	817
909	2010	Ford	F-150	Hite, Laura (AC)	127402	128590	1188
910	2014	Ford	F-150 4x4	Baker, Shane	49365	50357	992
911	2016	Ford	Expedition 4x4	Ramirez, Joel	37665	39974	2309
912	2016	Ford	Expedition 4x4	Ramirez, Hector	38480	40700	2220
913	2016	Ford	Expedition 4x4	Ray, Mike	39112	40446	1334
915	2008	Dodge	Charger	Ornelas, Daniel	86075	86600	525
918	2006	Ford	Van	Transport	112300	113592	1292
919	2009	Ford	Crown Victoria	Spare	146428	146428	0
920	2008	Ford	Crown Victoria	Valderaz, Raul	83280	84575	1295
921	2013	Ford	Taurus	Chavez, Rebecca	117735	119936	2201
923	2005	Ford	F-150	Perham, Doug	101614	102472	858
924	2008	Ford	Crown Victoria	Spare	126631	126631	0
928	2010	Dodge	Van	Transport	146009	146602	593
929	2013	Ford	Explorer	Perez, Agustin	52361	53958	1597
930	2014	Ford	Taurus	Cassidy, Maria	33998	35395	1397
931	2008	Ford	Crown Victoria	Mason, James	109837	110233	396
933	2017	Ford	Explorer	Childress, Colter	14261	15912	1651
934	2017	Ford	Explorer	Bradshaw, David	26802	28233	1431
935	2017	Ford	Explorer	Whitzel, David/Barrientos, Miguel	15610	16520	910
937	2015	Chevy	Caprice	Spare/Shannon, Michael	57482	57482	0
938	2015	Chevy	Caprice	Hardy, Travis	65878	67401	1523
939	2015	Chevy	Caprice	Seely, Will	57085	59199	2114
941	2014	Ford	Taurus	Barrientos, Miguel/In shop	62419	62419	0
942	2011	Ford	Crown Victoria	Stephenson, Landon	111697	111697	0
943	2014	Ford	Taurus	Sanchez, Jacob	59137	60338	1201
944	2014	Ford	Taurus	Ramirez, Giovanni	78290	78854	564
945	2014	Ford	Taurus	Silvas, Pedro	73134	75053	1919
946	2014	Ford	Taurus	Parmer, Jeromy	89441	91458	2017
947	2013	Chevy	Tahoe	Snyder, Britt	38603	38692	89
948	2011	Ford	Crown Victoria	Spare	124478	124478	0
951	2010	Ford	Crown Victoria	McDaniel, Dallas	73115	73445	330
952	2010	Ford	Expedition	Spare	134315	136599	2284
953	2010	Ford	Expedition	Spare/At Road Dept.	135182	135182	0
955	2013	Ford	Focus	Serrano, Agustin (Civil)	73035	74597	1562
956	2014	Ford	Taurus	Vasquez, Baldo	82915	83955	1040
957	2014	Ford	Taurus	Shannon, Mike	97920	99842	1922
960	2007	Ford	Crown Victoria	Sedillo, Tony	88332	90311	1979
962	2015	Dodge	Caravan	Transport	81551	82616	1065
963	2007	Ford	Crown Victoria	Spare/At Road Dept.	147496	147496	0
TOTAL:							54554

April 2018 P-Card Report

Account	Department	Item Total
401-2-200 Total	Benefit Source (Payroll)	\$7,872.30
401-6-611 Total	Commissioners	\$529.19
401-6-612 Total	County Manager	\$591.45
401-6-613 Total	Human Resources	\$1,268.46
401-6-614 Total	Safety	\$978.37
401-6-616 Total	Fire & Emergency Services	\$737.51
401-6-619 Total	Working Capital	\$180.65
401-6-621 Total	Public Works	\$1,650.14
401-6-622 Total	Information Technology	\$6,474.46
401-6-624 Total	Planning & Zoning	\$2,229.98
401-6-625 Total	Purchasing	\$422.57
401-6-631 Total	Finance Department	\$829.94
401-6-632 Total	Community Development	\$69.85
401-6-641 Total	Detention Administration	\$810.76
401-6-642 Total	Adult Detention	\$22.00
401-6-645 Total	Juvenile CCJD	\$1,098.19
401-6-691 Total	Facility Maintenance	\$5,102.38
401-6-692 Total	Courthouse Maintenance	\$1,970.90
401-6-693 Total	Facility Maintenance. Health Dept.	\$1,101.54
401-6-694 Total	Facility Maintenance. CC Road Dept.	\$213.57
401-6-696 Total	Operating Expense - CCDC	\$2,102.99
401-6-699 Total	St. Mary Complex	\$7,912.19
401-7-721 Total	Clerk Admin	\$4,040.04
401-7-722 Total	Clerk Bureau Elec.	\$1,882.45
401-7-731 Total	Assessor Admin	\$1,417.08
401-7-732 Total	Assessor Appraisal	\$118.30
401-7-741 Total	Treasurer Dept.	\$462.26
401-7-751 Total	Sheriff Admin	\$8,832.52
401-7-752 Total	Sheriff Patrol & Investigation	\$949.57
402-6-651 Total	Road Admin	\$6,024.46
402-6-652 Total	Road Shop	\$9,906.32
402-6-653 Total	Road Construction & Maintenance	\$22,029.88
402-6-654 Total	Road Vector Control	\$10,414.55
407-8-811 Total	Dunken FD	\$942.80
408-8-812 Total	East Grand Plains FD	\$2,975.43
409-8-813 Total	Penasco FD	\$1,948.72
410-8-816 Total	Midway FD	\$8,408.16
411-8-814 Total	Berrendo FD	\$8,319.27
411-8-820 Total	Berrendo FD	\$40.64
412-8-815 Total	Sierra FD	\$11,254.24
413-8-818 Total	Rio Felix FD	\$1,428.04

414-8-819 Total	Fire District #8	\$3,130.96
427-6-638 Total	Indigent	\$155.80
430-7-753 Total	Law Enforcement	\$4,224.23
432-7-761 Total	DWI	\$741.58
452-8-832 Total	Flood Dept.	\$5,504.73
620-7-725 Total	Clerk	\$6,707.15
628-7-733 Total	Assessor	\$23.52
650-6-684 Total	CCDC Construction Fund	\$16,453.11
670-6-671 Total	Internal Services	\$12,183.59
Grand Total		\$194,688.79

**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

April 2018

MAN-HOURS	7,385.00	
MANPOWER COST		\$209,105.91
MAN-HOURS ON ROAD PROJECTS	6,173.25	
MANPOWER COST ON ROAD PROJECTS		\$181,713.76
MILES BLADED	205.68	
MILES MOWED	0.00	
VEHICLE MILEAGE and OFF-ROAD HOURS	5,098.50	
VEHICLE AND EQUIPMENT COSTS		\$208,642.58
GALLONS WATER HAULED	352,075.00	
COST OF CITY WATER		\$237.26
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	1,290.00	\$4,308.60
COLD MIX USED ON ROAD PROJECTS	72.00	\$5,040.00
FINES USED ON ROAD PROJECTS	0.00	\$0.00
MILLINGS	0.00	\$0.00
PIT RUN USED ON ROAD PROJECTS	650.00	\$3,660.00
RIP RAP USED ON ROAD PROJECTS	0.00	\$0.00
ROAD OIL		\$0.00
DEMURRAGE		\$0.00
GAS (gallons)	1809.20	\$4,149.13
DIESEL (gallons)	6739.67	\$17,929.55
GAS - Dunken (gallons)	317.60	\$708.25
DIESEL - Dunken (gallons)	495.00	\$1,323.29
COST OF ROADWORK		\$427,712.42
COST OF SOLID WASTE		\$9,784.92


JOE E. WEST
ROAD OPERATIONS DIRECTOR