

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

**May 23, 2019 –9:00 a.m.**

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

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**DETERMINATION OF QUORUM**

**APPROVAL OF MINUTES**

**AGENDA ITEMS**

**A. PUBLIC HEARINGS**

1. Case Z 2019-09 Special Use Permit in Area I, Agricultural-Residential

**B. AGREEMENTS AND RESOLUTIONS**

2. Agreement A-19-005 between State of New Mexico Department of Finance and Administration and Chaves County for Appropriation 19-D2939 in the amount \$450,000.00
3. Agreement A-19-0006 between Chaves County and the New Mexico Department of Finance and Administration for Appropriation 19-D2940 in the amount of \$150,000.00
4. Agreement A-19-007 between Chaves County and the New Mexico Department of Finance and Administration for Appropriation 19-D2941 in the amount of \$400,000.00
5. Agreement A-19-015 between Chaves County and the New Mexico Department of Transportation for Appropriation 19-D3312 in the amount of \$250,000.00
6. Agreement A-19-016 between Chaves County and the New Mexico Department of Transportation for Appropriation 19-D3314 in the amount of \$569,000.00
7. Resolution R-19-016 Take Action on 2019 Road Hearing Requests
8. Resolution R-19-017 Revising the Chaves County Board of Finance Permanent Fund Investment Policy

9. Resolution R-19-018 Approval of Interim FY 19-20

**C. ITB's AND RFP's**

10. RFP-19-1 Inmate Medical Services

11. RFP-19-3 Investment Management

12. Agreement A-19-008 between Chaves County and ASA Architects

**D. OTHER BUSINESS**

13. Permission to Publish for CVE Franchise Agreement Ordinance O-104

14. Permission to Publish for OCEC Franchise Agreement Ordinance O-105

15. Request Approval for Out of State Travel-SO

16. Request Approval for Out of State Travel-SO

**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**

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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  
MEETING DATE: May 23<sup>rd</sup>, 2019

**Case Z 2019-09 Special Use Permit  
in Area I, Agricultural-Residential**

## STAFF SUMMARY REPORT

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**ACTION REQUESTED BY:** Planning and Zoning Department

**ACTION REQUESTED:** Approve a Special Use Permit to allow a Wind Energy Production Facility, consisting of 32 wind turbines and 1 substation, in an Agricultural District.

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**ITEM SUMMARY:** The proposed wind turbines and substation will be located in the following sections:

Sections 10, 11, 12, 13, 14, 22, 23 26, and 28 of T14S R31E  
Sections 1, 12, 13, 14, 28, and 33 of T 15S, R31E

The Planning and Zoning Commission recommends approval of this Special Use Permit with the Conditions and Findings of Fact listed in the Staff Report on May 7<sup>th</sup>, 2019.


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**SUPPORT DOCUMENTS:** Draft of P&Z Minutes of May 7<sup>th</sup>, Staff Review, Application, Section Map (Exhibit A), and Coordinates (Exhibit B)

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**SUMMARY BY:** Louis Jaramillo

**TITLE:** Planning and Zoning Director

Chaves County Planning & Zoning Commission	Chaves County	
Hearing Date: May 7, 2019	<i>Meeting Minutes</i>	Created By: Julia A. Torres

**Members Present:**

Dale Rogers  
Melodi Salas  
Robbie White

**Members Absent:**

Jerry Wagner  
Andy Morley

**Guests:**

Ivan Rodriguez  
Brian Sarantos

**Staff Present:**

Louis Jaramillo  
Bill Williams  
Julia A. Torres

**Louis Jaramillo**, Planning and Zoning Director, announced that Case Z 2019-7 and Case Z 2019-8 had been withdrawn and would not be heard at tonight’s meeting.

The Regular Meeting of the Chaves County Planning & Zoning Commission was held in the Commission Chambers at the Chaves County Administrative Center on May 7, 2019 beginning at 5:30PM.

**MINUTES**

The minutes of the April 2, 2019 meeting were approved unanimously as submitted.

**OLD BUSINESS**

**1. Case Z 2019-5**

*Request to Rezone to Industrial to allow a trucking business on property described as Burns & Burns Country Estates Block 8 Lot 10, parcel #4140074484375000000, address being 14 Ken St., Dexter*

**Louis Jaramillo** stated that this use does require a zone change and mentioned a few other properties that had gone through a similar rezone process. The letter of objection received prompts a super majority by the Chaves County Board of Commissioners.

**Commissioner Salas** asked if they could recommend a special use permit instead.

**Mr. Jaramillo** indicated that this could be done. If a special use permit is recommended, the Planning & Zoning Commission must specify the acreage, location and the number of trucks allowed. **Mr. Jaramillo** concluded by stating that what was on the table tonight, was a rezone to Industrial.

**Ivan Rodriguez**, 14 Ken St., approached the podium and introduced himself as the applicant. He had nothing new to state since the last meeting.

**Commissioner White** asked about the covenants in the subdivision.

**Mr. Jaramillo** indicated that there were no covenants.

**Commissioner White** mentioned that this was discussed at the last meeting and they had suggested that the covenants, if any, be reviewed before this case was brought back to the Planning & Zoning Commission.

*Nobody else spoke in favor or against the application.*

*Commissioner White made a motion to approve Case Z 2019-5 as submitted with the Conditions of Approval and Findings of Fact. Motion died for lack of second. Commissioner Salas was still concerned about any existing subdivision covenants. The case was continued until the next meeting for this reason. Staff will research any existing covenants.*

## **NEW BUSINESS**

### **1. Case Z 2019-9**

*Request for a Special Use Permit to allow a wind energy production facility on various properties along Caprock, Hwy 172, and Hwy 249. Please contact Chaves County Planning & Zoning at 575-624-6606 for specific parcel descriptions.*

**Louis Jaramillo** gave a brief description of this case. The applicant is proposing 32 wind energy turbines, 1 alternate, and 1 substation on privately-owned lands.

**Bill Williams**, Public Services Director, stated that the scope of this project will be in Chaves, Lea and Eddy Counties. The applicant prepared a brief presentation of the project.

**Brian Sarantos** introduced himself as the Lead Developer for EDF Renewable Energy and Oso Grande Wind Project. He presented a brief PowerPoint presentation. There will be a 35-mile transmission line that will run from Chaves County into Eddy County. The projected functioning date is September 2020.

Nobody spoke in favor nor against the application.

*Commissioner White made a motion to recommend approval of Case Z 2019-9 including the Conditions of Approval and Findings of Fact. Commissioner Salas seconded the motion. Motion carried by a 3-0 roll call vote. This case is scheduled to be heard by the Chaves County Board of Commissioners on Thursday, May 23, 2019 @ 9 a.m.*

**Other Business**

**None**

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Attest

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

## STAFF'S REPORT

The applicant has requested a Special Use Permit for 32 wind turbines and 1 electric substation to be located within the southeastern part of Chaves County, NM, being Sections 10, 11, 12, 13, 14, 22, 23, 26, and 28 of T14S R31E and Sections 1, 12, 13, 14, 28 and 33 of T15S, R31E. The applicant has provided a map showing the location of each wind turbine based on its project number. Also, the applicant has provided the latitude and longitude of each turbine for GIS mapping.

The proposed wind turbines will be located on private property with access from either a private and county road. Each road will then have direct access to either NM 249 or NM 172. The surrounding area consists of ranches and oil and gas wells. The proposed turbines would be located in the High Plains area of SE New Mexico. The soil in this area consists of fine sandy loam with caliche pebbles and cobblestones. Vegetation is mainly blue grama, black grama, side-oats grama, broom snakeweed and mesquite. This area is used for grazing, wildlife habitat, and as a source of crushed caliche for road construction. (*Reference-Soil Survey of Chaves County, NM*)

Staff is in support of the Special Use Permit with the following conditions:

1. The applicant will provide structure plans of the wind turbines.
2. The applicant shall request a building permit for each wind turbine from the Chaves County Building Inspector.
3. The applicant will comply with any State or Federal regulations.
4. Lighting used on the site shall comply with the NM Night Sky Protection Act;

### **Finding of Facts:**

1. Wind energy facilities can provide supplemental income to the land owners, with little impact to the continued agricultural use of the land.
2. Wind energy facilities are an economic benefit to Chaves County by boosting the tax revenue, creating new jobs, and encouraging additional renewable energy facilities to locate within Chaves County.
3. Each wind turbine will be monitored based on the latitude and longitude coordinates and maps provided by the applicant.
4. No protests have been received by Staff at the time of this writing.



# CHAVES COUNTY/ETZ ZONING ORDINANCE

## APPLICATION FOR A SPECIAL USE PERMIT

Case Number: Z2019-9 Date Received: 04-01-2019 Fee: \$150<sup>00</sup>

Name of Property Owner: Oso Grande Wind LLC Phone Number: 925-768-3474  
 Mailing Address: 505 14th Street, Suite 1150, Oakland CA 94612  
 Name of Applicant: Brian Sarantos  
 Mailing Address: 505 14th Street, Suite 1150 Home Phone Number: 925-768-3474  
 City, State, Zip: Oakland CA 94612 Business Phone Number: 925-768-3474  
 Applicant Status:  Owner  Agent  Tenant  Other \_\_\_\_\_

Site Address: General Area - Cap Rock, Hwy 172 & 249  ETZ  Chaves County  
 Property Legal Description: T13S,R31E; T14S,R31E; T15S,R31E;T16S,R31E  
 Sections: To be provided on attached Map UPN: \_\_\_\_\_  
 Present Land Use: Ranching/Gas & Oil Production  
 Intended Land Use: Wind Energy Production & Infrastructure/Ranching/Gas & Oil Production  
 Present Zoning: A, Area I Size of Development in Acres: Approx 11000  
 Reason for Request (Attach sheets if more space is needed): To support the development construction, and operations & maintenance of a wind energy production facility.  
The approx megawatt production of land within Chaves County will be 150MW.  
The final quantity will be determined at a later date.  
 Copy of Deed Attached:

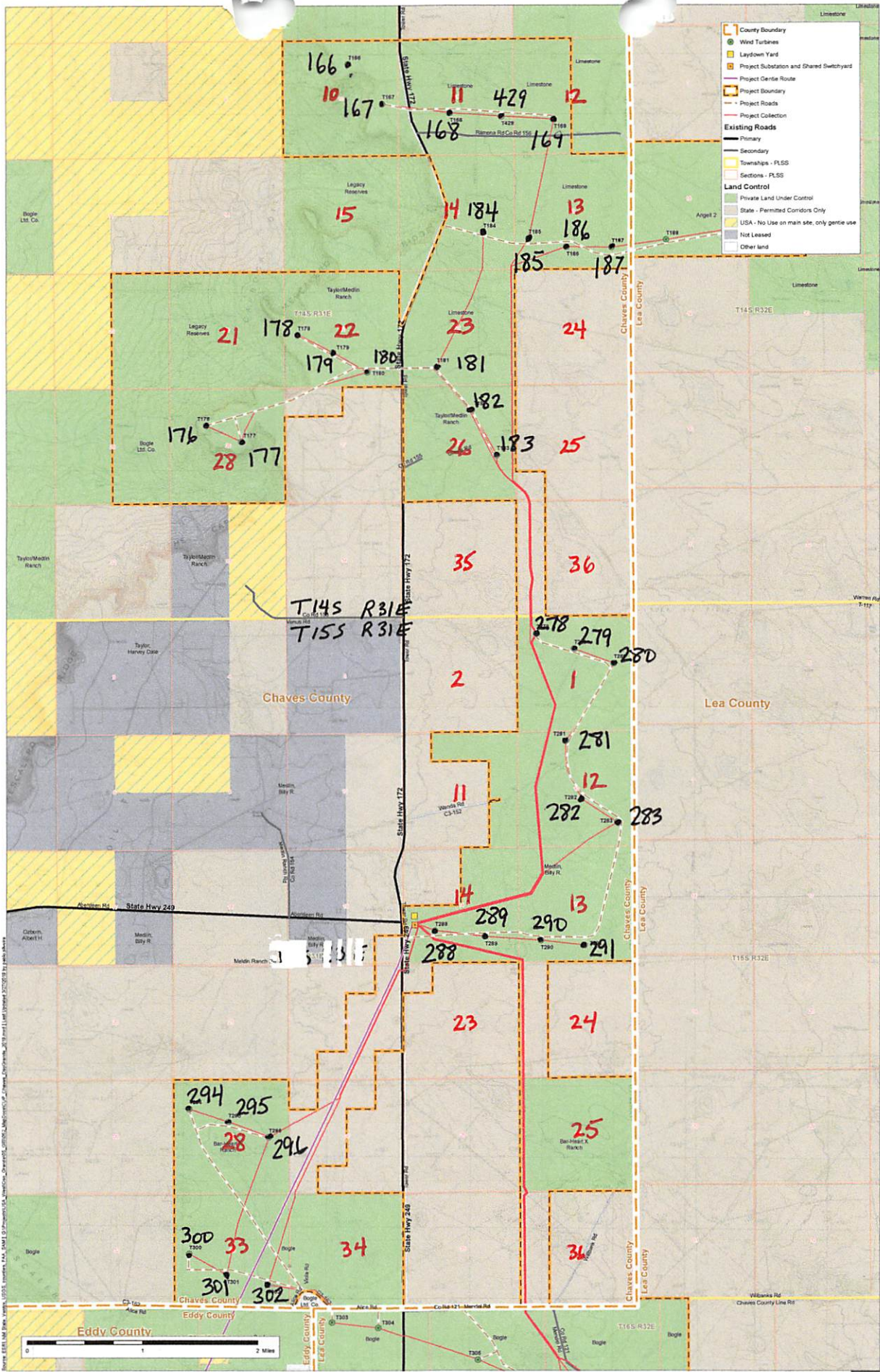
I ACKNOWLEDGE THAT I HAVE BEEN INFORMED OF THE DATES, TIMES, AND LOCATIONS OF THE PUBLIC MEETINGS WHICH I OR MY AGENT MUST ATTEND IN ORDER TO FULFILL THE REQUIREMENTS OF THIS APPLICATION.

BSA April 1 2019

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

\_\_\_\_\_





# EXHIBIT A

**EXHIBIT B**

	WTG ID #	Primary/ALT	easting	northing	X_UTM	Y_UTM	long	lat	County
1	T166	Alt	702039.9115	772308.3808	611161.433	3665438.334	-103.8084294	33.12195182	Chaves
	T167	Primary	703606.0862	770505.8448	611642.1984	3664892.068	-103.8033437	33.11697609	Chaves
	T169	Primary	711456.5306	769770.7451	614035.9549	3664683.266	-103.7777169	33.11484407	Chaves
	T429	Primary	709055.7055	769914.2243	613304.0523	3664722.338	-103.7855553	33.11527312	Chaves
	T168	Primary	706692.01	770074.83	612583.4321	3664766.701	-103.7932723	33.11574822	Chaves
	T176	Primary	695529.6883	755776.0256	609209.5433	3660387.702	-103.8299521	33.07660178	Chaves
	T177	Primary	697131.0675	755022.2397	609699.0015	3660161.095	-103.8247363	33.07450885	Chaves
	T178	Primary	699720.8667	759909.9789	610478.7483	3661655.584	-103.8162034	33.08790763	Chaves
	T179	Primary	701333.2633	759110.6954	610971.6534	3661415.134	-103.8109521	33.08568892	Chaves
10	T181	Primary	706070.9373	758413.9225	612416.7513	3661211.973	-103.7954959	33.08370814	Chaves
	T183	Primary	708827.2473	754392.9706	613264.4879	3659991.969	-103.7865656	33.07261778	Chaves
	T184	Primary	708229.829	764580.7134	613062.7076	3663095.411	-103.7883431	33.10062635	Chaves
	T185	Primary	710287.523	764310.0578	613690.2908	3663016.917	-103.7816286	33.09985292	Chaves
	T186	Primary	712007.1449	763920.3816	614215.0813	3662901.498	-103.7760202	33.09875696	Chaves
	T187	Primary	714090.5114	763902.2261	614850	3662900	-103.7692176	33.09867646	Chaves
	T278	Primary	710621.7788	746236.4941	613827.1319	3657509.846	-103.7808477	33.05017461	Chaves
	T279	Primary	712351.795	745547.0484	614355.6689	3657303.091	-103.7752137	33.04825459	Chaves
	T281	Primary	711959.265	741328.1817	614244.2079	3656016.678	-103.7765676	33.03666511	Chaves
	T282	Primary	712709.4353	738673.7702	614477.9459	3655209.225	-103.7741659	33.02935872	Chaves
20	T283	Primary	714345.9862	737611.6381	614978.7205	3654888.715	-103.7688449	33.02641549	Chaves
	T288	Primary	705994.1043	732629.3685	612443.2057	3653354.283	-103.7961772	33.01284232	Chaves
	T289	Primary	708286.6673	732374.9777	613142.3294	3653281.19	-103.7887028	33.01211074	Chaves
	T290	Primary	710828.8467	732204.7405	613917.3591	3653234.224	-103.7804128	33.01160639	Chaves
	T294	Primary	694731.2779	724485.1152	609026.7313	3650850.668	-103.8330448	32.99061087	Chaves
	T295	Primary	696520.9594	723869.2762	609573.3024	3650666.455	-103.8272177	32.98889474	Chaves
	T296	Primary	698368.3675	723167.9268	610137.6304	3650456.295	-103.8212039	32.98694254	Chaves
	T300	Primary	694739.3132	717769.586	609042.1445	3648804.215	-103.8331227	32.97215334	Chaves
	T301	Primary	696447.7275	716816.3892	609564.601	3648517.038	-103.827567	32.96951107	Chaves
	T302	Primary	698329.8121	716358.7744	610139.0252	3648381.218	-103.8214376	32.96822833	Chaves
30	T291	Primary	712838.6	731987.8	614530.2288	3653171.997	-103.7738606	33.01098093	Chaves
	T280	Primary	714179.58	744883.85	614913.9495	3657104.523	-103.7692604	33.04640502	Chaves
	T182	Primary	707676.02	756473.93	612909.6369	3660623.889	-103.7902885	33.07835353	Chaves
	T180	Primary	702887.71	758214.72	611447.0864	3661145.106	-103.8058917	33.08320504	Chaves
	Oso	Grande	Sub Station				-103.7992	33.0136	Chaves

**AGENDA ITEM:** 2

**Requesting Approval of Agreement A-19-005 between State of New Mexico Dept. of Finance and Administration and Chaves County for Appropriation 19-D2939 in the amount of \$450,000.00.**

**MEETING DATE:** 5/23/2019

**STAFF SUMMARY**

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

**Action Requested:** Approval of Agreement A-19-005

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**Item Summary:**

Staff requests approval of Agreement #A-19-005 between Chaves County and the New Mexico Department of Finance and Administration for Appropriation #19-D2939 in the amount of \$450,000.00 for Planning, Designing, Purchasing, Repairing and Replacing windows in the Historic Chaves County Courthouse.

Appropriation #19-D2939 reverts on June 30, 2023.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Agreement A-15-045

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Summary by: Georgianna Hunt

Title: Community Development Project Specialist

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 93100 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **Chaves County**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2019, Chapter 277, Section 34, Para. 138, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**AGREEMENT**

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

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

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

**19-D2939     \$450,000.00     Appropriation Reversion Date: 30-JUN-23  
Laws of 2019, Chapter 277, Section 34, Paragraph 138, Four Hundred Fifty Thousand Dollars  
(\$450,000.00) to plan, design, purchase, repair and replace windows and for replacement of historic  
windows in the Chaves county courthouse in Chaves county.**

The Grantee's total reimbursements shall not exceed Four Hundred Fifty Thousand Dollars (**\$450,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>[1]</sup>, if applicable, Zero Dollars (**\$0.00**), which equals Four Hundred Fifty Thousand Dollars (**\$450,000.00**) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

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

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

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

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

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

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
  - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
  - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
  - C. Project funds shall not be used for purposes other than those specified in the Project Description.
  - D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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

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

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

Grantee: Chaves County  
 Name: Georgianna Hunt  
 Title: CD Project Specialist  
 Address: #1 St. Mary's Place, Roswell, NM, 88203  
 Email: ghunt@co.chaves.nm.us  
 Telephone: 575-624-6689

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

Grantee: Chaves County  
 Name: Joe Sedillo  
 Title: Chief Financial Officer  
 Address: #1 St. Mary's Place, Roswell, NM, 88203  
 Email: sedilloj@co.chaves.nm.us  
 Telephone: 575-624-6646

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

Department: DFA/Local Government Division  
Name: Ms. Maxx Hendren  
Title: Project Manager  
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501  
Email: maxxp.hendren@state.nm.us  
Telephone: 505-827-4747

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2023**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

**ARTICLE V. EARLY TERMINATION**

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

Early Termination includes:

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

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

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

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

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

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

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

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

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

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



## **ARTICLE VII. AMENDMENT**

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

## **ARTICLE VIII. REPORTS**

### **A. Database reporting**

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

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

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

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

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

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

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

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

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

### **C. Deadlines**

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

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

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

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

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

**B. The Grantee hereby represents and warrants the following:**

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

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

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

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

#### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

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

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **Chaves County** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **Chaves County's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **Chaves County**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Chaves County** or the Department."

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

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

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **Chaves County** may early terminate this contract by providing

Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Chaves County's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

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

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

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;

2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);

3. timely submit all required financial reports to its budgetary oversight agency (if any); and

4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;

2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;

3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or

4. terminate this Agreement pursuant to Article V(A) of this Agreement.

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

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

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be ammended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

**GRANTEE**

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

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

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

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

\_\_\_\_\_  
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

Its: Division Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





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

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

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

TO: Department Representative: \_\_\_\_\_, \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_ \$ 0.00

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

Department Rep. Approver: \_\_\_\_\_

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

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

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

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

**AGENDA ITEM:** 3

**Requesting Approval of Agreement A-19-006 between Chaves County and the NM Department of Finance and Administration for Appropriation #19-D2940 in the amount of \$150,000.00**

**MEETING DATE:** 5/23/2019

**STAFF SUMMARY**

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

**Action Requested:** Approval of Agreement A-19-006

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**Item Summary:**

Staff requests approval of Agreement #A-19-006 between Chaves County and the New Mexico Department of Finance and Administration for Appropriation #19-D2940 in the amount of \$150,000.00 for Planning, Designing, Constructing and Equipping a Walking and Exercise Trail at the Chaves County Complex.

Appropriation #19-006 reverts on June 30, 2023.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Agreement A-15-045

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Summary by: Georgianna Hunt

Title: Community Development Project Specialist

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 93100 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **Chaves County**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2019, Chapter 277, Section 34, Para. 139, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**AGREEMENT**

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

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

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

**19-D2940     \$150,000.00     Appropriation Reversion Date: 30-JUN-23**  
**Laws of 2019, Chapter 277, Section 34, Paragraph 139, One Hundred Fifty Thousand Dollars (\$150,000.00) to plan, design, construct and equip a walking and exercise trail at the Chaves county complex in Roswell in Chaves county.**

The Grantee's total reimbursements shall not exceed One Hundred Fifty Thousand Dollars (**\$150,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>[1]</sup>, if applicable, Zero Dollars (**\$0.00**), which equals One Hundred Fifty Thousand Dollars (**\$150,000.00**) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

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

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

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

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

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

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
  - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
  - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
  - C. Project funds shall not be used for purposes other than those specified in the Project Description.
  - D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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

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

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

Grantee: Chaves County  
 Name: Georgianna Hunt  
 Title: CD Project Specialist  
 Address: #1 St. Mary's Place, Roswell, NM, 88203  
 Email: ghunt@co.chaves.nm.us  
 Telephone: 575-624-6689

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

Grantee: Chaves County  
 Name: Joe Sedillo  
 Title: Chief Financial Officer  
 Address: #1 St. Mary's Place, Roswell, NM, 88203  
 Email: sedilloj@co.chaves.nm.us  
 Telephone: 575-624-6646

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

Department: DFA/Local Government Division  
Name: Ms. Maxx Hendren  
Title: Project Manager  
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501  
Email: maxxp.hendren@state.nm.us  
Telephone: 505-827-4747

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2023**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

#### **ARTICLE V. EARLY TERMINATION**

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

Early Termination includes:

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

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

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

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

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

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

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

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

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

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

## **ARTICLE VII. AMENDMENT**

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

## **ARTICLE VIII. REPORTS**

### **A. Database reporting**

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

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

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

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

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

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

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

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

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



### **C. Deadlines**

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

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

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

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

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

**B. The Grantee hereby represents and warrants the following:**

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

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

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

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

#### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

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

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **Chaves County** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **Chaves County's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **Chaves County**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Chaves County** or the Department."

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

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

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **Chaves County** may early terminate this contract by providing

Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Chaves County's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

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

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

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

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

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

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

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

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be ammended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

**GRANTEE**

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

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

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

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

\_\_\_\_\_  
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

Its: Division Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 1**

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
\_\_\_\_\_  
City, State, Zip
- C. Phone No: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_
- B. Grant Amount: \_\_\_\_\_
- C. AIPP Amount (If Applicable): \_\_\_\_\_
- D. Funds Requested to Date: \_\_\_\_\_
- E. Amount Requested this Payment: \_\_\_\_\_
- F. Reversion Amount (If Applicable): \_\_\_\_\_
- G. Grant Balance: \_\_\_\_\_
- H.  GF       GOB       STB (attach wire if first draw)
- I.  Final Request for Payment (if Applicable)

**III. Fiscal Year :** \_\_\_\_\_

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

**IV.  Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

**V.  Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

\_\_\_\_\_  
**Grantee Fiscal Officer**  
or Fiscal Agent (if applicable)

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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

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

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

I certify that the State Agency financial and vendor file information agree with the above submitted information.

\_\_\_\_\_  
Division Fiscal Officer      Date

\_\_\_\_\_  
Division Project Manager      Date

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

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

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

TO: Department Representative: \_\_\_\_\_, \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

The Total Amount of all Notices of Obligation to Date: \$ 0.00\_\_\_\_\_

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

Department Rep. Approver: \_\_\_\_\_

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

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

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

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



**AGENDA ITEM:** 4

**Requesting Approval of Agreement A-19-007 between Chaves County and the NM Department of Finance and Administration for Appropriation #19-D2941 in the amount of \$400,000.00**

**MEETING DATE:** 5/23/2019

**STAFF SUMMARY**

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

**Action Requested:** Approval of Agreement A-19-007

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**Item Summary:**

Staff requests approval of Agreement #A-19-007 between Chaves County and the New Mexico Department of Finance and Administration for Appropriation #19-D2941 in the amount of \$400,000.00 for Purchasing and equipping a Water Tanker Truck for the Sierra Vol. Fire Department.

Appropriation #19-D2941 reverts on June 30, 2023.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Agreement A-15-045

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Summary by: Georgianna Hunt

Title: Community Development Project Specialist

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 93100 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **Chaves County**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2019, Chapter 277, Section 34, Para. 140, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**AGREEMENT**

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

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

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

**19-D2941     \$400,000.00     Appropriation Reversion Date: 30-JUN-21  
Laws of 2019, Chapter 277, Section 34, Paragraph 140, Four Hundred Thousand Dollars  
(\$400,000.00) to purchase and equip a water tank truck for the Sierra volunteer fire department in  
Chaves county.**

The Grantee's total reimbursements shall not exceed Four Hundred Thousand Dollars (**\$400,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>[1]</sup>, if applicable, Zero Dollars (**\$0.00**), which equals Four Hundred Thousand Dollars (**\$400,000.00**) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

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

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

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

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

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

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
  - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
  - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
  - C. Project funds shall not be used for purposes other than those specified in the Project Description.
  - D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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

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

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

Grantee: Chaves County  
 Name: Georgianna Hunt  
 Title: CD Project Specialist  
 Address: #1 St. Mary's Place, Roswell, NM, 88203  
 Email: ghunt@co.chaves.nm.us  
 Telephone: 575-624-6689

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

Grantee: Chaves County  
 Name: Joe Sedillo  
 Title: Chief Financial Officer  
 Address: #1 St. Mary's Place, Roswell, NM, 88203  
 Email: sedilloj@co.chaves.nm.us  
 Telephone: 575-624-6646

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

Department: DFA/Local Government Division  
Name: Ms. Maxx Hendren  
Title: Project Manager  
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501  
Email: maxxp.hendren@state.nm.us  
Telephone: 505-827-4747

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2021**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

#### **ARTICLE V. EARLY TERMINATION**

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

Early Termination includes:

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

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

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

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

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

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

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

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

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

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

## **ARTICLE VII. AMENDMENT**

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

## **ARTICLE VIII. REPORTS**

### **A. Database reporting**

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

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

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

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

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

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

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

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

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

### **C. Deadlines**

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

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

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

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

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.



- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

**B. The Grantee hereby represents and warrants the following:**

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

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

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

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

#### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

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

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **Chaves County** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **Chaves County's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **Chaves County**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Chaves County** or the Department."

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

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

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **Chaves County** may early terminate this contract by providing

Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **Chaves County's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

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

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

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

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

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

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

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

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be ammended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

**GRANTEE**

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

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

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

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

\_\_\_\_\_  
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

Its: Division Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 1**

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
\_\_\_\_\_  
City, State, Zip
- C. Phone No: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_
- B. Grant Amount: \_\_\_\_\_
- C. AIPP Amount (If Applicable): \_\_\_\_\_
- D. Funds Requested to Date: \_\_\_\_\_
- E. Amount Requested this Payment: \_\_\_\_\_
- F. Reversion Amount (If Applicable): \_\_\_\_\_
- G. Grant Balance: \_\_\_\_\_
- H.  GF       GOB       STB (attach wire if first draw)
- I.  Final Request for Payment (if Applicable)

**III. Fiscal Year :** \_\_\_\_\_

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

**IV.  Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

**V.  Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

\_\_\_\_\_  
**Grantee Fiscal Officer**  
or Fiscal Agent (if applicable)

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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

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

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

I certify that the State Agency financial and vendor file information agree with the above submitted information.

\_\_\_\_\_  
Division Fiscal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Project Manager

\_\_\_\_\_  
Date

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

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

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

TO: Department Representative: \_\_\_\_\_, \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_ \$ 0.00

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

Department Rep. Approver: \_\_\_\_\_

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

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

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

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

**AGENDA ITEM:** 5

**Requesting Approval of Agreement A-19-015 between Chaves County and the NM Department of Transportation for Appropriation #19-D3312 in the amount of \$250,000.00**

**MEETING DATE:** 5/23/19

**STAFF SUMMARY**

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

**Action Requested:** Approval of Agreement A-19-015

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**Item Summary:**

Staff requests approval of Agreement #A-19-015 between Chaves County and the New Mexico Department of Transportation for Appropriation #19-D3312 in the amount of \$250,000.00 for Repair and Replacement of Bridges on Red Bridge Road.

Appropriation #19-D3312 reverts on June 30, 2023.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Agreement A-19-015

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Summary by: Georgianna Hunt

Title: Community Development Project Specialist



**Contract Number:** \_\_\_\_\_  
**Vendor Number:** 000054378  
**Control Number:** C2193312

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

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

**RECITALS**

**WHEREAS**, in the Laws of 2019, Chapter 277, Section 40, Subsection 42, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

**AGREEMENT**

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

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

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

DFA Appropriation ID D3312 NMDOT Control Number C2193312 **\$250,000**

APPROPRIATION REVERSION DATE: 6/30/2023

Laws of 2019, Chapter 277, Section 40, Subsection 42, Two Hundred Fifty Thousand Dollars and No Cents (\$250,000), to repair, rebuild, reconstruct, renovate and replace components, signage and delineators for bridges on Red Bridge road at Berrendo creek and rio Hondo in Chaves county .

The Grantee’s total reimbursements shall not exceed Two Hundred Fifty Thousand Dollars and No Cents \$250,000 (the “Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP amount”)<sup>1</sup>, if

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

applicable, , which equals Two Hundred Fifty Thousand Dollars and No Cents \$250,000 (the “Adjusted Appropriation Amount”).

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

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

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

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

- (i) Irrespective of any Notice of Obligation, the Grantee’s expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee’s Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee’s expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as “Third Party Obligations”; and
- (iv) The Grantee’s submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

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

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

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

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

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

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

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

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

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

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

Grantee: Chaves County

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

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

Grantee: Chaves County Government  
Name: Joe Sedillo  
Title: Chief Financial Officer  
Address: P.O. Box 1597, Roswell, NM 88202  
Email: sedilloj@co.chaves.nm.us  
Telephone: 575-624-6646

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

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

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **6/30/2023** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

## **ARTICLE V. EARLY TERMINATION**

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

Early Termination includes:

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

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

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

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

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

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

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

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

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

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

**ARTICLE VII. AMENDMENT**

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

**ARTICLE VIII. REPORTS**

**A. Database Reporting**

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

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

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

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

- (i) request such additional information regarding the Project as it deems necessary; and
  - (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.
- Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

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

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

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

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

#### **C. Deadlines**

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

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

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement,

including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

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

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



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

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

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

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

#### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the

SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

**GRANTEE**

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

Chaves County Government  
\_\_\_\_\_  
Entity Name

By: William E. Cavin  
\_\_\_\_\_  
(Type or Print Name)

Its: Chairman, Chaves County Commission  
\_\_\_\_\_  
(Type or Print Title)

May 23, 2019  
\_\_\_\_\_  
Date

**DEPARTMENT OF TRANSPORTATION**

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

Its: Cabinet Secretary or Designee

\_\_\_\_\_  
Date

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

*Cynthia A. Christ*  
\_\_\_\_\_  
By: Cynthia Christ

Its: Assistant General Counsel

5-10-19  
\_\_\_\_\_  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 1**

**I. Grantee Information**

(Make sure information is complete & accurate)

A. Grantee: \_\_\_\_\_  
B. Address: \_\_\_\_\_

(Complete Mailing, including Suite, if applicable)

\_\_\_\_\_  
City State Zip

C. Phone No: \_\_\_\_\_  
D. Grant No: \_\_\_\_\_  
E. Project Title: \_\_\_\_\_  
F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

A. Payment Request No. \_\_\_\_\_  
B. Grant Amount: \_\_\_\_\_  
C. AIPP Amount (If Applicable): \_\_\_\_\_  
D. Funds Requested to Date: \_\_\_\_\_  
E. Amount Requested this Payment: \_\_\_\_\_  
F. Reversion Amount (If Applicable): \_\_\_\_\_  
G. Grant Balance: \_\_\_\_\_  
H.  GF  GOB  STB (attach wire if first draw)  
I.  Final Request for Payment (if Applicable)

**III. Fiscal Year :** \_\_\_\_\_

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

**IV. Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

**V. Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

**Grantee Fiscal Officer**  
or **Fiscal Agent (if applicable)**

**Grantee Representative**

Printed Name \_\_\_\_\_  
Date: \_\_\_\_\_

Printed Name \_\_\_\_\_  
Date: \_\_\_\_\_

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer \_\_\_\_\_ Date \_\_\_\_\_

Division Project Manager \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

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

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

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

SUBJECT: Notice of Obligation to Reimburse Grantee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Attachment A**

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

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

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

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



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

**AGENDA ITEM:** 6

**Requesting Approval of Agreement A-19-016 between Chaves County and the NM Department of Transportation for Appropriation #19-D3314 in the amount of \$569,000.00**

**MEETING DATE:** 5/23/2019

**STAFF SUMMARY**

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

**Action Requested:** Approval of Agreement A-19-016

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**Item Summary:**

Staff requests approval of Agreement #A-19-016 between Chaves County and the New Mexico Department of Transportation for Appropriation #19-D3314 in the amount of \$569,000.00 to Plan, design, replace, construct and install culverts for the Hobson Road Detention Pond and to plan, design, and construct improvements, including paving, for Hobson Road from Hummingbird land to Baker Road.

Appropriation funding reverts June 30, 2023.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Agreement A-19-016

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Summary by: Georgianna Hunt

Title: Community Development Project Specialist

**Contract Number:** \_\_\_\_\_  
**Vendor Number:** 0000054378  
**Control Number:** C2193314

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

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

**RECITALS**

**WHEREAS**, in the Laws of 2019, Chapter 277, Section 40, Subsection 44, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

**AGREEMENT**

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

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

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

DFA Appropriation ID D3314 NMDOT Control Number C2193314 **\$569,000**

APPROPRIATION REVERSION DATE: 6/30/2023

Laws of 2019, Chapter 277, Section 40, Subsection 44, Five Hundred Sixty Nine Thousand Dollars and No Cents (\$569,000), to plan, design, replace, construct and install culverts for the Hobson road detention pond and to plan, design and construct improvements, including paving, for Hobson road from Hummingbird lane to Baker road in Roswell in Chaves county .

The Grantee's total reimbursements shall not exceed Five Hundred Sixty Nine Thousand Dollars and No Cents \$569,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, , which equals Five Hundred Sixty Nine Thousand Dollars and No Cents \$569,000 (the "Adjusted Appropriation Amount").

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

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

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

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

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

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

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

- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

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

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

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

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

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

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

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

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

Grantee: Chavez County  
Name: Bill Williams  
Title: Public Service Director  
Address: P.O. Box 1817, Roswell, New Mexico 88201  
Email: bwilliams@co.chaves.nm.us  
Telephone: 505-624-6600

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

Grantee: Chaves County Government  
Name: Joe Sedillo  
Title: Chief Financial Officer  
Address: P.O. Box 1597, Roswell, NM 88202  
Email: sedilloj@co.chaves.nm.us  
Telephone: (575) 624-6646

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

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

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **6/30/2023** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

## **ARTICLE V. EARLY TERMINATION**

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

Early Termination includes:

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

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

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

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

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

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

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

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

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

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

### **ARTICLE VII. AMENDMENT**

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

### **ARTICLE VIII. REPORTS**

#### **A. Database Reporting**

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



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

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

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

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

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

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

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

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

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

**C. Deadlines**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

**GRANTEE**

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

Chaves County Government

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

By: William E. Cavin  
(Type or Print Name)

Its: Chairman, Chaves County Commission  
(Type or Print Title)

May 23, 2019  
Date

**DEPARTMENT OF TRANSPORTATION**

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

Its: Cabinet Secretary or Designee

\_\_\_\_\_  
Date

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

Cynthia A Christ  
By: Cynthia Christ

Its: Assistant General Counsel

5-10-16  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 1**

**I. Grantee Information**

(Make sure information is complete & accurate)

A. Grantee: \_\_\_\_\_  
 B. Address: \_\_\_\_\_  
 (Complete Mailing, including Suite, if applicable)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 City State Zip  
 C. Phone No: \_\_\_\_\_  
 D. Grant No: \_\_\_\_\_  
 E. Project Title: \_\_\_\_\_  
 F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

A. Payment Request No. \_\_\_\_\_  
 B. Grant Amount: \_\_\_\_\_  
 C. AIPP Amount (If Applicable): \_\_\_\_\_  
 D. Funds Requested to Date: \_\_\_\_\_  
 E. Amount Requested this Payment: \_\_\_\_\_  
 F. Reversion Amount (If Applicable): \_\_\_\_\_  
 G. Grant Balance: \_\_\_\_\_  
 H.  GF  GOB  STB (attach wire if first draw)  
 I.  Final Request for Payment (if Applicable)

**III. Fiscal Year :** \_\_\_\_\_

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

**IV.  Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

**V.  Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

**Grantee Fiscal Officer  
or Fiscal Agent (if applicable)**

**Grantee Representative**

Printed Name

Printed Name

Date:

Date:

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_

Fund No.: \_\_\_\_\_

Loc No.: \_\_\_\_\_

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer

Date

Division Project Manager

Date



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

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

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

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

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

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

SUBJECT: Notice of Obligation to Reimburse Grantee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Attachment A**

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

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

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

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

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

**AGENDA ITEM:** 7

R-19-016 Take action on 2019 Road Hearing Requests

**MEETING DATE:** May 23, 2019

**STAFF SUMMARY REPORT**

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

**ACTION REQUESTED:** Make Decisions on 2019 Road Applications

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**ITEM SUMMARY:**

The Chaves County Commission held a public meeting on the 2019 Road Hearing requests on April 18, 2019. The Commission reviewed and inspected the roads on April 23, 2019. At this time, the Commission needs to decide as to the disposition of the 2018 Road Hearing requests.

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**SUPPORT DOCUMENTS:** Resolution R-19-016, list of roads requiring final disposition

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**SUMMARY BY:** Bill Williams

**TITLE:** Public Services Director

RESOLUTION R-19-016

ACTION TAKEN ON ALL 2019 REQUESTS FOR ROAD VACATIONS, NEW ROADS, AND ROAD MAINTENANCE STATUS CHANGES AT THIS REGULARLY SCHEDULED MEETING OF THE BOARD OF CHAVES COUNTY COMMISSIONERS

WHEREAS, the Board of Chaves County Commissioners did receive requests for Road Vacations, New Roads and Road Maintenance Status Changes, and

WHEREAS, the Board of Chaves County Commissioners conducted a Public Hearing on April 18, 2019, 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 7, 2019, deadline, at the meeting of the Chaves County Board of Commissioners:

Application #1 (Maintenance Status Change): requested by Gary Hartwick for approx. 1920 feet of Sydney Street. The Chaves County Board of Commissioners **did/did not** approve the request as submitted, and

Application #2 (Maintenance Status Change): requested by Gary Hartwick for approx. 1160 feet of Allen Street. The applicant did not have property rights abutting said road and application was rejected, and

Application #3 (Maintenance Status Change): requested by Gary Hartwick for approx. 490 feet of Suzanne Drive. The applicant did not have property rights abutting said road and application was rejected, and

Application #4 (Maintenance Status Change): requested by Gary Hartwick for approx. 500 feet of Larry Drive. The applicant did not have property rights abutting said road and application was rejected, and

Application #5 (Maintenance Status Change): requested by Joshua Amador for approx. 1180 feet of Beverly Street. The Chaves County Board of Commissioners **did/did not** approve the request as submitted, and

Application #6 (Road Vacation): requested by Chaves County for approx. 1300 feet of Coronado Road. This was a duplicate application and was withdrawn by Chaves County, and

Application #7 (Maintenance Status Change): requested by Billy Hellums for approx. 2290 feet of Devonian Road. The Chaves County Board of Commissioners **did/did not** approve the request as submitted, and

Application #8 (New Road Request): requested by Jesus Torres for approx. 2650 feet of Old Chisum Lane. The Chaves County Board of Commissioners **did/did not** approve the request as submitted, and

Application #9 (New Road Request): requested by Benito Chairez for approx. 2597, feet of Old Shadow Road. The Chaves County Board of Commissioners **did/did not** approve the request as submitted, and

Application #10 (Maintenance Status Change): requested by Benito Chairez for approx. 2597, feet of Old Shadow Road. This road is a private road and this application was rejected, and

Application #11 (New Road Request): requested by Bogle LTD for approx. 500 feet of Cindy Road. The Chaves County Board of Commissioners **did/did not** approve the request as submitted, and

Application #12 (Road Vacation): requested by Bogle Brothers for approx. 1 mile of Miller 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. 2673 ft of Kalmath 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. 3500 feet of Ute 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. 2700 feet of Alsea 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. 4900 feet of Chickasaw Road. The Board of Chaves County Commissioners **did/did not** approve the request as submitted, and

Application #17 (Road Vacation): requested by Chaves County for approx. 1 mile of Caddo Road. The Board of Chaves County Commissioners **did/did not** approve the request as submitted, and

Application #18 (Road Vacation): requested by Chaves County for approx. 2638 feet of Wiggins Road. The Board of Chaves County Commissioners **did/did not** approve the request as submitted, and

Application #19 (Road Vacation): requested by Chaves County for approx. 3400 feet of Shoshoni Road. The Board of Chaves County Commissioners **did/did not** approve the request as submitted, and

Application #20 (Road Vacation): requested by Chaves County for approx. 573 feet of Molala Road. The Board of Chaves County Commissioners **did/did not** approve the request as submitted, and

Application #21 (Road Vacation): requested by Chaves County for approx. 3700 feet of Ottawa Road. The Board of Chaves County Commissioners **did/did not** approve the request as submitted, and

Application #22 (Road Vacation): requested by Chaves County for approx. 2400 feet of Mono Road. The Board of Chaves County Commissioners **did/did not** approve the request as submitted, and

Application #23 (Road Vacation): requested by Chaves County for approx. 5500 feet of Modoc Road. The Board of Chaves County Commissioners **did/did not** approve the request as submitted, and

Application #24 (Road Vacation): requested by Chaves County for approx. 1300 feet of Coronado Road. The Board of Chaves County Commissioners **did/did not** approve the request as submitted, and

Application #25 (Maintenance Status Change): requested by Dick Aber/Little Cowboy Ranch for approx. 2200 feet of Chicory 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 23rd day of May 2019, at Roswell, Chaves County, New Mexico.

BOARD OF CHAVES COUNTY COMMISSIONERS

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

\_\_\_\_\_  
Jeff Bilberry, Vice-Chairman

ATTEST:

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

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

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

\_\_\_\_\_  
Robert Corn, Member

**AGENDA ITEM:** 8

Resolution R-19-017 Revising the Chaves  
County Board of Finance Permanent  
Fund Investment Policy

**MEETING DATE:** 5/23/2019

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Charlotte Andrade, Chaves County Treasurer

**ACTION REQUESTED:** Approval of Resolution R-19-017

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**ITEM SUMMARY:**

In a continuing effort to achieve the purpose of the Chaves County Permanent Fund, it becomes necessary to routinely review and revise the Permanent Fund Investment Policy. Under the advisement of the County's permanent fund investment advisor, Insight Investment, and with the support of the Chaves County Investment Committee, the following proposed amendments are presented for consideration and approval.

These proposed amendments are in accordance with New Mexico Statute 6-10-10 and Section 1 of Section 6-6-19 of NMSA 1978.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Resolution R-19-017  
Exhibit A, Proposed Policy with Revisions

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**SUMMARY BY:** Charlotte Andrade

**TITLE:** County Treasurer



**RESOLUTION R-19-017  
REVISING THE CHAVES COUNTY BOARD OF FINANCE  
PERMANENT FUND INVESTMENT POLICY**

WHEREAS, the Chaves County Board of Commissioners adopted the Permanent Fund Investment Policy by Resolution R-03-25 on June 23, 2003, and

WHEREAS, the Chaves County Investment Committee, with the advice of our permanent fund investment advisor, Insight Investment, is recommending the following revisions. These revisions are contained in Exhibit A, attached hereto.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Chaves County Commissioners that the Permanent Fund Investment Policy is hereby revised in accordance with Exhibit A, attached hereto.

DONE this 23<sup>th</sup> day of May 2019.

**CHAVES COUNTY BOARD OF COMMISSIONERS**

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

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Jeff Bilberry, Vice-Chairman

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

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T. Calder Ezzell Jr., Member

\_\_\_\_\_  
Robert Corn, Member

ATTEST:

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

## Chaves County, New Mexico

### Permanent Fund Investment Policy

#### Purpose

It is the policy of Chaves County (the “County”) to invest its funds in a manner that will provide for the highest investment income consistent with the preservation of principal and provision of liquidity. This Permanent Fund Investment Policy (this “Policy”) addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal and investment management of County funds. The guidelines contained herein adhere to New Mexico state statutes.

This Policy was adopted by the County Board of Finance on June 30, 2011 and amended on September 15, 2011, ~~and~~ November 20, 2014 and [XXXX XX, 2019](#). It replaces all previous versions of the County’s Permanent Fund Investment Policy.

#### Scope

This Policy shall apply to the management of the County’s Permanent Fund.

#### Delegation of Authority

The Chaves County Board of County Commissioners, acting in its capacity as a County Board of Finance (the “Board”) pursuant to 6-10-8, NMSA 1978, shall have authority to set policies for the management of all County investments and shall ensure that such policies are carried out. The Chaves County Treasurer is the County's Investment Officer (the “Treasurer”) and shall be responsible for investment activity consistent with the terms of this Policy. The Treasurer may delegate the authority to conduct investment transactions and to manage the operation of the investment portfolio to other specifically authorized staff members. No person may engage in an investment transaction except as expressly provided under the terms of this Policy.

With the consent of the Board, the County may engage the support services of outside professionals. Such services may include investment advisors, special legal representation, third party custodial services, and appraisals by independent credit rating services. All outside professionals shall be bound by the dictates of this Policy.

Certain investments authorized herein are eligible for purchase only if recommended and managed by an investment advisor which is registered with the Securities and Exchange Commission under the Investment Advisor’s Act of 1940 and has at least \$500 million under management for similar investment disciplines. Investment advisors shall be compensated only on a fee basis and shall not receive commissions, mark-ups or other compensation on securities transacted for the County. Restricted investments are corporate debt securities, commercial paper, asset-backed securities,

mortgage-backed securities, collateralized mortgage obligations, and commercial mortgage-backed securities. These securities are detailed in the Authorized and Suitable Investments section of this Policy.

### **Internal Controls**

Internal controls for the operation of the County's investment program shall be approved by the Board. Such controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, and imprudent actions. The Treasurer shall review the systems of controls periodically to ensure such controls are effective and that the County is complying with them.

### **Prudence**

The standard of prudence to be used by both internal and external personnel investing County funds shall be in accordance with the provisions of Section 6-8-10, NMSA 1978 which states:

“Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

The County's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The County recognizes that no investment is totally without risk and that its investment activities are a matter of public record. Accordingly, the County recognizes that occasional measured losses may occur in a diversified portfolio and shall be considered within the context of the overall portfolio's return, provided that adequate diversification has been implemented.

The Treasurer and other authorized persons acting in accordance with established procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion to the Board and appropriate action is taken to control adverse developments.

### **Ethics and Conflicts of Interest**

Officers and employees, including members of the Board, involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the County's investment program or which could affect or impair their ability to make impartial investment decisions on behalf of the County (Sections 6-10-40 and 6-10-53 NMSA 1978). Such persons shall disclose to the Treasurer any material financial interest they have in financial institutions that conduct business with the County, and they shall subordinate their personal investment transactions to those of the County.

## **Objectives**

The Permanent Fund shall be invested in accordance with all applicable County policies, New Mexico statutes, and Federal regulations, and in a manner designed to accomplish the following objectives, which are listed in priority order:

- Safety of principal is the foremost objective of the investment program. Attainment of a market rate of return.
- Maintenance of sufficient liquidity.
- Diversification to avoid incurring unreasonable market risks.

## **Authorized and Suitable Investments**

All investments will be made in accordance with New Mexico Statute 6-10-10 and Section 1 of Section 6-6-19 of NMSA 1978. The following list of authorized securities and transactions shall be strictly interpreted; any deviation from this list must be pre-approved by the Board.

Securities that have been downgraded to a level that is below the minimum ratings described herein may be sold or held at the County's discretion. The portfolio will be brought back into compliance with Policy guidelines as soon as is practical.

This Policy further restricts the investment of County funds to the following types of securities and transactions.

- 1. U.S. Treasury Obligations** with maturities not exceeding ten years from the date of trade settlement.
- 2. Federal Agency and Instrumentality Securities** with maturities not exceeding ten years from the date of trade settlement. Subordinated agency and instrumentality debt may not be purchased.
- 3. Municipal Bonds, Notes or Negotiable Securities** with maturities not exceeding ten years from the date of trade settlement, issued by the state or a county, municipality or a school district that has a taxable value of real property for the last preceding year of at least one million dollars (\$1,000,000) and that has not defaulted in the payment of any interest or sinking fund obligation or failed to meet any bonds at maturity at any time within five years last preceding. The total amount invested in municipal securities shall not exceed a par value of five million dollars (\$5,000,000) per issuer, and the total amount invested in municipal securities shall not exceed 10% of the market value of the portfolio.
- 4. Corporate Bonds** with maturities not exceeding five years from the date of trade settlement. Such securities shall be denominated in United States currency and the securities must be rated at least AA- or the equivalent by a NRSRO at the time of purchase. The total amount invested in securities issued by the same corporation or related corporate affiliates shall not exceed five percent of the market value of the portfolio, and the aggregate amount invested in corporate bonds and commercial paper shall not exceed thirty percent (30%) of the market value of the

portfolio. Purchases of corporate bonds may only be made with the recommendation of an investment advisor.

5. **Commercial Paper** with maturities not exceeding 270 days from the date of trade settlement. Such securities shall be denominated in United States currency and rated A1 or the equivalent by a NRSRO. The total amount invested in securities issued by the same corporation or related corporate affiliates shall not exceed five percent of the market value of the portfolio, and the aggregate amount invested in corporate bonds and commercial paper shall not exceed thirty percent (30%) of the market value of the portfolio. Purchases of commercial paper may only be made with the recommendation of an investment advisor.
6. **Asset-backed securities, mortgage-backed securities, collateralized mortgage obligations, and commercial mortgage-backed securities** with maturities not exceeding ten (10) years from the date of trade settlement. Such securities shall be denominated in United States currency and rated AAA by at least one NRSRO. The aggregate amount invested in these securities shall not exceed five percent (5%) of the market value of the portfolio. Purchases of asset-backed securities, mortgage-backed securities, collateralized mortgage obligations, and commercial mortgage-backed securities may only be made with the recommendation of an investment advisor.
7. **Shares of a diversified investment company** registered pursuant to the Federal Investment Company Act of 1940 (“Mutual Fund”) that invests in fixed income securities or debt instruments that are listed in a nationally recognized, broad-market, fixed-income-securities market index; provided that the investment company or manager has total assets under management of at least one billion dollars (\$1,000,000,000.00) and provided that the Board may allow reasonable administrative and investment expenses to be paid directly from the income or assets of these investments;
8. **Individual, common or collective trust funds** (“Trust Fund”) of banks or trust companies that invest in fixed-income securities or debt instruments that are listed in a nationally recognized, broad-market, fixed-income-securities market index; provided that the investment company or manager has total assets under management of at least one billion dollars (\$1,000,000,000.00) and provided that the Board may allow reasonable administrative and investment expenses to be paid directly from the income or assets of these investments.
9. **Shares of pooled investment funds managed by the State Investment Officer**, as provided in Subsection G of Section 6-10-10 NMSA 1978; provided that the Board may allow reasonable administrative and investment expenses to be paid directly from the income or assets of these investments.

### **Diversification**

The portfolio shall be diversified to reduce the risk of loss resulting from over allocation of assets in a specific issuer or class of securities. Investment maturities shall be staggered to avoid undue concentration of assets in a specific maturity sector. At all times, portfolio asset allocation and diversification shall comply with New Mexico State Statutes.

### **Selection of Broker/Dealers**

The investment advisor shall select broker/dealers and shall notify the Treasurer of those firms approved for investment purposes. It shall be the policy of the County to purchase securities only from those authorized broker/dealers.

To be eligible as a broker/dealer, a firm must meet at least one of the following criteria:

1. Be recognized as a Primary Dealer by the Federal Reserve Bank of New York or have a Primary Dealer within its holding company structure,
2. Report voluntarily to the Federal Reserve Bank of New York,
3. Qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (Uniform Net Capital Rule).

Broker/dealers shall be selected on the basis of their expertise in public cash management and their ability to provide service to the County's account.

The County may purchase commercial paper from direct issuers even though they are not on the approved broker/dealer list as long as they meet the criteria outlined above and comply with the Authorized and Suitable Investments section of this Policy.

### **Competitive Transactions**

All investment transactions shall be executed competitively with authorized broker/dealers. Whenever possible, at least three broker/dealers shall be contacted for each transaction and their bid or offering prices shall be recorded. If the County is offered a security for which there is no other readily available competitive offering, quotations for comparable or alternative securities will be documented.

### **Safekeeping of Securities**

The Treasurer shall approve one or more financial institutions to provide safekeeping and custodial services for the County. A safekeeping agreement approved by the Treasurer (or should it be the Board?) shall be executed with each custodian bank.

The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. Ownership of all securities shall be perfected in the name of the County. Sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investment securities purchased by the County shall be delivered by book entry and shall be held in third-party safekeeping by the County approved custodian bank, its correspondent bank or the Depository Trust Company (DTC).

The County's custodian shall be required to furnish the County a list of holdings on at least a monthly basis and safekeeping receipts or customer confirmations shall be issued for each transaction.

### **Performance Benchmarks**

The investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account prevailing market conditions, risk constraints for eligible securities, and cash flow requirements. The Treasurer shall establish appropriate benchmarks for the portfolio and performance shall be compared on a periodic basis. When comparing the performance of the investment portfolio, all fees involved with managing it shall be included in the computation of its rate of return net of fees.

### **Reporting**

Monthly, the Treasurer shall submit to the Board a report listing the investments held by the County, the current market value of the investments and performance results. The report shall include a summary of investment earnings during the period.

### **Investment Committee**

The County has established a Permanent Fund Investment Committee that consists of the Treasurer, County Manager, County Finance Director, and two members of the Board. The Committee shall meet periodically to review and monitor the County's investment program and performance results.

### **Investment Policy Review**

This Policy shall be reviewed annually by the Investment Committee [and formally adopted by the Board at least once every two years](#). Any recommended changes must be approved by a majority vote of the Board. In the event New Mexico State Statutes are legally changed to allow other securities for investment by the County, this Policy may be amended to include those securities as appropriate with the approval of the Board.

**AGENDA ITEM:** 9

Resolution R-19-018

**MEETING DATE:** May 23, 2019

Approval of Budget Interim FY 19-20

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Joe Sedillo, Chief Financial Officer

**ACTION REQUESTED:**

Approval of Resolution R-19-018

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**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 9th, and the budget document was amended and is being presented in its revised form.

Staff recommends approval of Resolution R-19-018

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**SUPPORT DOCUMENTS:**

Resolution R-19-018

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**SUMMARY BY:** Joe Sedillo

**TITLE:** Chief Financial Officer



**RESOLUTION R-19-018  
FY 2019-2020 INTERIM BUDGET**

At a special meeting of the Board of Chaves County Commissioners held on May 23, 2019 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 2019-2020; 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 2019-2020.

**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 23rd day of May 2019.

**BOARD OF CHAVES COUNTY  
COMMISSIONERS**

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

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Jeff Bilberry, Vice-Chairman

**ATTEST:**

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Dara Dana, Member

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T. Calder Ezzell Jr, Member

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

\_\_\_\_\_  
Robert Corn, Member

# Chaves County Budget FY 2019-2020

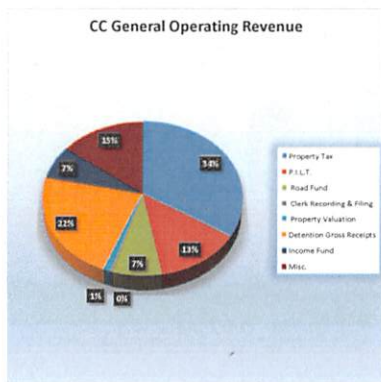
## Our Financial Vision is 20/20

INDEX

### CC General Operating Revenue

Property Tax	9,062,886	34%
P.I.L.T.	3,447,383	13%
Road Fund	1,973,000	7%
Clerk Recording & Filing	65,000	0%
Property Valuation	310,000	1%
Detention Gross Receipts	5,953,712	22%
Income Fund	1,854,931	7%
Misc.	<u>3,883,502</u>	15%
	26,550,414	-

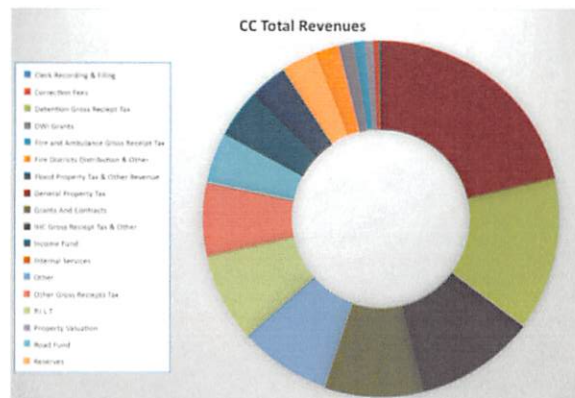
### CC General Operating Revenue



### CC Total Revenues

Clerk Recording & Filing	65,000	0%
Correction Fees	140,000	0%
Detention Gross Receipt Tax	5,953,712	14%
DWI Grants	593,721	1%
Fire and Ambulance Gross Rec	453,062	1%
Fire Districts Distribution & Oth	921,932	2%
Flood Property Tax & Other Re	1,476,239	3%
General Property Tax	9,062,886	21%
Grants And Contracts	3,847,759	9%
IHC Gross Receipt Tax & Other	4,595,919	11%
Income Fund	1,854,931	4%
Internal Services	95,000	0%
Other	3,564,812	8%
Other Gross Receipts Tax	2,841,487	7%
P.I.L.T	3,447,383	8%
Property Valuation	310,000	1%
Road Fund	1,973,000	5%
Reserves	<u>1,396,506</u>	3%
	42,593,349	

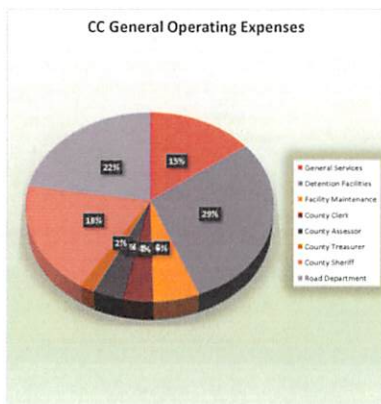
### CC Total Revenues



### CC General Operating Expenses

General Services	3,862,323	15%
Detention Facilities	7,714,793	29%
Facility Maintenance	1,486,335	6%
County Clerk	958,921	4%
County Assessor	1,000,623	4%
County Treasurer	471,842	2%
County Sheriff	4,892,523	19%
Road Department	<u>5,940,605</u>	23%
	28,327,965	-

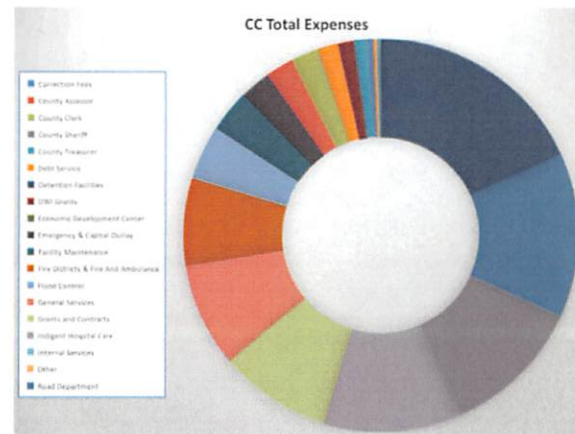
### CC General Operating Expenses



### CC Total Expenses

Correction Fees	190,799	0%
County Assessor	1,000,623	2%
County Clerk	958,921	2%
County Sheriff	4,892,523	11%
County Treasurer	471,842	1%
Debt Service	697,157	2%
Detention Facilities	7,714,793	18%
DWI Grants	579,835	1%
Economic Development Center	25,000	0%
Emergency & Capital Outlay	1,082,800	3%
Facility Maintenance	1,486,335	3%
Fire Districts & Fire And Ambul.	3,051,999	7%
Flood Control	1,920,427	5%
General Services	3,871,613	9%
Grants and Contracts	3,961,810	9%
Indigent Hospital Care	4,817,911	11%
Internal Services	120,845	0%
Other	129,600	0%
Road Department	<u>5,818,505</u>	14%
	42,593,349	

### CC Total Expenses



**Chaves County  
Budget Recapitulation  
July 1, 2019 to June 30, 2020**

Entity Code: 04000

**2019**

VALUATION	OPERATING TAX RATE		PRODUCTION	Budget
Residential	671,761,198	0.005416	3,638,259	3,552,396
Non-Residential	555,589,736	0.010158	5,643,681	5,510,490
Oil & Gas Production	32,940,428	0.010158	334,609	326,712
Oil & Gas Equipment	8,042,894	0.010158	81,700	79,772
	<u>1,268,334,256</u>	<b>TOTAL PRODUCTION</b>	<u>9,698,248</u>	<u>9,469,369</u>

		UNAUDITED BEGINNING CASH BALANCE	BUDGETED FUND REVENUES	BUDGETED FUND TRANSFERS	BUDGETED FUND EXPENDITURES	ESTIMATED ENDING FUND CASH BALANCE
General	401	4,866,821	15,820,603	445,000	17,640,564	3,491,859
Road	402	946,273	1,973,000	4,000,000	5,724,949	1,194,324
Farm & Range	403	5,870	55,000		56,500	4,370
Recreation	404	3,161	0			3,161
Fire Districts:						
Dunken	407	379,341	55,501	(2,000)	283,509	149,333
East Grand Plains	408	246,648	123,334	(4,000)	291,001	74,981
Penasco	409	610,084	104,836	(3,000)	475,399	236,521
Midway	410	348,928	129,502	(4,000)	343,940	130,490
Berrendo	411	589,823	145,946	(5,000)	376,687	354,082
Sierra	412	402,452	259,004	(4,000)	584,484	72,972
Rio Felix	413	164,003	39,058	(1,000)	106,070	95,991
C.C. Fire District #8	414	114,049	64,751	(2,000)	154,778	22,022
Fire & Ambulance Tax	425	2,485,783	453,062	30,000	436,131	2,532,714
Indigent Hospital Claims	427	1,424,874	4,595,919	0	4,817,911	1,202,882
Law Enforcement Grant	430	0	39,200		39,200	0
Public Safety Grant	431	12,371	33,400		33,400	12,371
D.W.I. Grants	432	108,366	593,721		579,835	122,252
Sheriff Forfeiture Funds	433	21,783	0		0	21,783
Correction Fees	435	231,123	140,000	0	190,709	180,414
Environmental Tax	437	22,017	233,690		215,656	40,051
Hospital Aged Accounts	441	46,897	0		500	46,397
County Income Fund	442	522,140	1,854,931	500,000	150,000	2,727,071
County Permanent Fund	443	49,500,000				49,500,000
Flood Control	452	2,200,679	1,476,239	0	1,920,427	1,756,491
G.O. Bond D.S. (CCDC)	561	0				0
Rev. Bond Debt Service	562	0				0
2007 Refunding Bonds	563	21,598		603,452	612,750	12,300
Gross Receipts Tax Income Fund	564	2,000,313	2,607,797	(1,703,452)	84,407	2,820,251
Rev. Bond Reserve Fund	565	0				0
EOMR Fund	569	0				0
Road Special Construction	602	470,730	150,000	0	0	620,730
County Personnel Reserve	603	864,549	49,478	0		914,027
Economic Development Fund	605	18,109		50,000	25,000	43,109
Clerk Recording & Filing	620	206,714	65,000		127,238	144,476
Property Valuation	628	909,010	310,000	0	264,277	954,733
Other Grants & Contracts	631	368,840	3,536,630	0	3,723,281	182,189
CCDC Facility Replacement	634	0	0	0	0	0
Emergency & Capital Outlay	635	125,453	0	1,100,000	960,800	264,653
C.D.B.G.	645	0	238,529		238,529	0
Jail Tax	650	3,469,759	5,953,712	(5,000,000)	2,014,571	2,408,900
Administrative Center Project	651	0				0
Courthouse Project	652	0				0
Internal services	670	78,749	95,000	0	120,845	52,904
Restricted Health Services	680	0	0	0	0	0
<b>Total</b>		<b>73,787,311</b>	<b>41,196,842</b>	<b>0</b>	<b>42,593,349</b>	<b>72,390,804</b>

**Chaves County  
General Operating Budget  
Revenues and Expenditures**

ACCOUNT NUMBER	DESCRIPTION	FY 16-17 ACTUAL	FY 17-18 ACTUAL	FY 18-19 FINAL BUDGET	FY 19-20 Requested	ADJUSTMENTS	FY 19-20 FINAL BUDGET	% INCREASE/DECREASE
<b>REVENUES:</b>								
401	General Fund	15,899,205	15,796,524	15,163,034	15,820,603	0	15,820,603	4.34%
402	Road Fund	2,010,378	1,884,111	1,966,700	1,973,000	0	1,973,000	0.32%
435	Corrections Fees	128,467	156,585	225,000	140,000	0	140,000	-37.78%
437	Environmental Tax	182,877	181,149	201,050	233,690	0	233,690	16.23%
602	Special Road Construction	130,935	132,017	130,000	150,000	0	150,000	15.38%
603	County Personnel Reserve	14,439	27,935	10,000	49,478	0	49,478	394.78%
620	Clerk Recording & Filing	71,099	74,011	70,000	65,000	0	65,000	-7.14%
628	Property Valuation	309,018	313,817	305,000	310,000	0	310,000	1.64%
650	Detention Gross Receipts	5,702,556	6,029,302	5,608,283	5,953,712	0	5,953,712	6.16%
442	Income Fund	2,234,327	2,223,536	2,345,758	1,854,931	0	1,854,931	-20.92%
	<b>TOTAL REVENUES:</b>	<b>26,683,301</b>	<b>26,818,987</b>	<b>26,024,825</b>	<b>26,550,414</b>	<b>0</b>	<b>26,550,414</b>	<b>2.02%</b>
<b>EXPENDITURES:</b>								
	General Administration	1,447,144	1,252,178	1,383,197	1,616,153	0	1,616,153	16.84%
	General Services	1,101,807	1,183,325	1,188,781	1,237,455	0	1,237,455	4.09%
	Finance	426,707	446,281	494,583	746,437	0	746,437	50.92%
	Detention Facilities	6,704,950	6,355,010	6,785,678	7,929,335	0	7,714,793	13.69%
	Support to Agencies	326,215	227,151	260,027	282,277	(20,000)	262,277	0.87%
		0	0	0	0	0	0	
	Facility Maintenance	1,231,095	1,203,461	1,337,903	1,472,885	13,450	1,486,335	11.09%
	County Clerk	803,848	762,880	890,868	958,921	0	958,921	7.64%
	County Assessor	934,266	878,403	1,064,290	1,000,623	0	1,000,623	-5.98%
	County Treasurer	442,723	447,352	465,907	471,842	0	471,842	1.27%
	County Sheriff	4,169,340	4,079,033	4,509,579	4,871,523	21,000	4,892,523	8.49%
	Road Department	4,987,370	4,664,732	6,559,407	6,910,605	(970,000)	5,940,605	-9.43%
	<b>TOTAL EXPENDITURES:</b>	<b>22,575,465</b>	<b>21,499,805</b>	<b>24,940,219</b>	<b>27,498,057</b>	<b>(955,550)</b>	<b>26,327,965</b>	<b>5.56%</b>
	Cash to Balance						0	
							222,449	

**Chaves County  
General Operating Budget  
Expenditure Summary**

ACCOUNT NUMBER	DESCRIPTION	FY 16-17 ACTUAL	FY 17-18 ACTUAL	FY 18-19 FINAL BUDGET	FY 19-20 Requested	ADJUSTMENTS	FY 19-20 FINAL BUDGET	% INCREASE/ DECREASE
<b>401-610</b>	<b>GENERAL GOVERNMENT</b>	<b>1,447,144</b>	<b>1,252,178</b>	<b>1,383,197</b>	<b>1,466,153</b>	<b>0</b>	<b>1,466,153</b>	<b>6.00%</b>
611	Administration	290,526	259,952	318,963	361,888	0	361,888	13.46%
612	Legal Services	219,958	228,061	260,372	255,107	0	255,107	-2.02%
613	Human Resources	143,894	176,892	237,808	272,029	0	272,029	14.39%
614	Safety	0	0	101,034	127,695	0	127,695	26.39%
615	Purchasing	166,125	163,319	107,176	0	0	0	
616	Fire & Emergency Services	90,522	50,024	61,942	159,724	0	159,724	157.86%
617	Technical Services							
619	Working Capital	536,120	373,930	295,901	289,709	0	289,709	-2.09%
<b>401-620</b>	<b>GENERAL SERVICES</b>	<b>1,101,807</b>	<b>1,183,325</b>	<b>1,188,781</b>	<b>1,237,455</b>	<b>0</b>	<b>1,237,455</b>	<b>4.09%</b>
621	Public Works	216,334	208,707	232,965	245,422	0	245,422	5.35%
622	Information technology	414,621	487,940	483,207	528,146	0	528,146	9.30%
624	Planning & Zoning	304,728	323,360	365,433	353,648	0	353,648	-3.23%
625	Purchasing	166,125	163,319	107,176	110,238	0	110,238	2.86%
626	Fire & Emergency Services	0	0	0	0	0	0	
<b>401-630</b>	<b>FINANCE</b>	<b>426,707</b>	<b>446,281</b>	<b>494,583</b>	<b>555,728</b>	<b>0</b>	<b>555,728</b>	<b>12.36%</b>
631	Finance	326,560	352,384	370,195	390,916	0	390,916	5.60%
632	Community Development	99,911	92,703	119,901	160,813	0	160,813	34.12%
633	Court Services				0	0	0	
636	Hospital Indigent Claims	236	1,194	4,488	4,000	0	4,000	-10.87%
<b>401-640</b>	<b>DETENTION FACILITIES</b>	<b>5,297,403</b>	<b>4,905,881</b>	<b>5,478,518</b>	<b>5,700,222</b>	<b>0</b>	<b>5,700,222</b>	<b>4.05%</b>
641	Administration	755,738	747,760	781,556	772,946	0	772,946	-1.10%
642	Adult -Detention Facilities	3,556,153	3,254,674	3,639,598	3,791,339	0	3,791,339	4.17%
644	Work Detail (Road)	0	0	0	0	0	0	
645	Juvenile -Detention Facilities	985,513	903,446	1,057,364	1,135,937	0	1,135,937	7.43%
646	Detention Special Projects	0	0	0	0	0	0	
<b>401-670</b>	<b>SUPPORT TO AGENCIES</b>	<b>326,215</b>	<b>227,151</b>	<b>260,027</b>	<b>282,277</b>	<b>(20,000)</b>	<b>262,277</b>	<b>0.87%</b>
671	Governmental Agencies	238,715	154,652	192,527	194,777	0	194,777	1.17%
672	Non-Governmental Agencies	87,500	72,499	67,500	87,500	(20,000)	67,500	0.00%
<b>401-690</b>	<b>FACILITY MAINTENANCE</b>	<b>1,231,095</b>	<b>1,203,461</b>	<b>1,337,903</b>	<b>1,472,885</b>	<b>13,450</b>	<b>1,486,335</b>	<b>11.09%</b>
691	Facility Maintenance	772,761	763,119	855,257	872,352	13,450	885,802	3.57%
692	Courthouse	369,982	369,964	381,676	359,641	0	359,641	-5.77%
693	Health Department	49,449	41,368	65,252	75,238	0	75,238	15.30%
694	Road Department				20,000	0	20,000	
696	CCDC adult	0	0	0	109,350	0	109,350	
699	St. Mary's Complex	38,903	29,010	35,719	36,304	0	36,304	1.64%
<b>401-720</b>	<b>RECORDING &amp; FILING</b>	<b>745,738</b>	<b>720,275</b>	<b>804,746</b>	<b>831,683</b>	<b>0</b>	<b>831,683</b>	<b>3.35%</b>
721	Administration	436,435	464,180	502,703	563,970	0	563,970	12.19%
722	Bureau of Elections	254,168	218,480	243,071	201,983	0	201,983	-16.90%
723	Probate Judge	41,546	37,614	44,973	53,730	0	53,730	19.47%
724	Special Elections	13,589	0	14,000	12,000	0	12,000	-14.29%
<b>401-730</b>	<b>PROPERTY ASSESSMENT</b>	<b>662,816</b>	<b>642,810</b>	<b>745,482</b>	<b>736,346</b>	<b>0</b>	<b>736,346</b>	<b>-1.23%</b>
731	Administration	469,599	446,358	503,432	518,803	0	518,803	3.05%
732	Appraisal	193,218	196,452	242,049	217,542	0	217,542	-10.12%
<b>401-740</b>	<b>COLLECTIONS</b>	<b>442,723</b>	<b>447,352</b>	<b>465,907</b>	<b>471,842</b>	<b>0</b>	<b>471,842</b>	<b>1.27%</b>
741	Administration	442,723	447,352	465,907	471,842	0	471,842	1.27%
<b>401-750</b>	<b>LAW ENFORCEMENT</b>	<b>4,169,340</b>	<b>4,079,033</b>	<b>4,509,579</b>	<b>4,871,523</b>	<b>21,000</b>	<b>4,892,523</b>	<b>8.49%</b>
751	Administration	946,349	900,344	1,431,950	1,566,708	0	1,566,708	9.41%
752	Patrol & Investigation	2,678,873	2,669,193	2,548,391	2,801,294	21,000	2,822,294	10.75%
758	Court Security	544,118	509,496	529,238	503,521	0	503,521	-4.86%
759	C.O.P.S. in Schools Grant	0	0	0	0			
<b>SUBTOTAL GENERAL FUND</b>		<b>15,850,988</b>	<b>15,107,746</b>	<b>16,668,722</b>	<b>17,626,114</b>	<b>14,450</b>	<b>17,640,564</b>	<b>5.83%</b>
<b>402-650</b>	<b>ROAD DEPARTMENT</b>	<b>4,789,217</b>	<b>4,490,967</b>	<b>6,355,185</b>	<b>6,694,949</b>	<b>(970,000)</b>	<b>5,724,949</b>	<b>-9.92%</b>
651	Administration	321,334	384,768	499,996	543,442	0	543,442	8.69%
652	Road Shop	451,317	435,489	477,561	502,501	0	502,501	5.22%
653	Const./Maintenance	3,606,230	3,415,028	4,887,476	4,514,870	0	4,514,870	-7.62%
654	Vector	77,029	77,674	55,010	42,137	0	42,137	-23.40%
655	Work Detail/Maintenance	553	0	1,142	0	0	0	
658	Crusher							
681	Capital Outlay	332,755	178,007	434,000	1,092,000	(970,000)	122,000	-71.89%
<b>435-640</b>	<b>CORRECTIONS</b>	<b>125,468</b>	<b>125,699</b>	<b>196,559</b>	<b>190,709</b>	<b>0</b>	<b>190,709</b>	<b>-2.98%</b>
643	Corrections Fees	125,468	125,699	196,559	190,709	0	190,709	-2.98%
<b>437-620</b>	<b>ENVIRONMENTAL GRT</b>	<b>198,154</b>	<b>173,764</b>	<b>204,221</b>	<b>215,656</b>	<b>0</b>	<b>215,656</b>	<b>5.60%</b>

**Chaves County  
General Operating Budget  
Expenditure Summary**

ACCOUNT NUMBER	DESCRIPTION	FY 16-17 ACTUAL	FY 17-18 ACTUAL	FY 18-19 FINAL BUDGET	FY 19-20 Requested	ADJUSTMENTS	FY 19-20 FINAL BUDGET	% INCREASE/ DECREASE
624	Solid Waste Disposal	198,154	173,764	204,221	215,656	0	215,656	5.60%
602-650	SPECIAL ROAD CONSTRUCTION	0	0	301,000	0	0	0	
653	Road Projects - Co-Op	0	0	301,000	0	0	0	
620-720	CLERK	58,110	42,605	86,121	127,238	0	127,238	47.74%
725	Recording & Filing Equipment	58,110	42,605	86,121	127,238	0	127,238	47.74%
628-730	PROPERTY VALUATION	271,450	235,592	318,809	264,277	0	264,277	-17.10%
733	Reappraisal	271,450	235,592	318,809	264,277	0	264,277	-17.10%
650-680	CCDC GROSS RECEIPTS	1,282,079	1,323,431	1,307,160	2,229,113	0	2,014,571	54.12%
684	CCDC Operational	1,282,079	1,323,431	1,307,160	1,621,428	0	1,406,886	7.63%
685	CCDC Construction Project				607,685	0	607,685	
442-	Income Fund	40,471	-131,359	132,000	150,000	0	150,000	
442-	Income Fund, fees	40,471	-131,359	132,000	150,000	0	150,000	0
		22,615,936	21,368,447	25,569,779	27,498,057	(955,550)	26,327,965	2.97%

**Chaves County  
Other Governmental Funds  
Expenditure Summary**

ACCOUNT NUMBER	DESCRIPTION	FY 16-17 ACTUAL	FY 17-18 ACTUAL	FY 18-19 FINAL BUDGET	FY 19-20 Requested	ADJUSTMENT S	FY 19-20 FINAL BUDGET	% INCREASE/ DECREASE
403-850	FARM & RANGE	51,250	108,000	54,250	56,500	0	56,500	4.15%
851	Farm & Range	51,250	108,000	54,250	56,500	0	56,500	
407-810	DUNKEN FIRE DEPARTMENT	24,302	14,458	267,852	283,509	0	283,509	5.85%
811	Dunken Fire Department	24,302	14,458	267,852	283,509	0	283,509	
820	Other Fire Grants				0		0	
408-810	EAST GRAND PLAINS FIRE DEPT	135,124	206,163	239,343	291,001	0	291,001	21.58%
812	East Grand Plains Fire Dept.	132,536	205,537	239,343	291,001	0	291,001	
820	Other Fire Grants	2,588	626	0	0	0	0	
409-810	PENASCO FIRE DEPT	87,872	33,280	454,167	475,399	0	475,399	4.67%
813	Penasco Fire Dept.	87,872	33,280	454,167	464,399	0	464,399	
820	Other Fire Grants				11,000		11,000	
410-810	MIDWAY FIRE DEPT	221,631	130,249	327,247	343,940	0	343,940	5.10%
816	Midway Fire Dept.	221,631	130,249	325,537	343,940	0	343,940	
820	Other Fire Grants	0	0	1,710	0	0	0	
411-810	BERRENDO FIRE DEPT	109,419	172,970	424,734	376,687	0	376,687	-11.31%
814	Berrendo Fire Dept.	100,207	172,970	415,218	371,605	0	371,605	
820	Other Fire Grants	9,212	0	9,516	5,082	0	5,082	
412-810	SIERRA FIRE DEPT	271,827	246,071	330,886	584,484	0	584,484	76.64%
815	Sierra Fire Dept.	265,220	246,071	330,886	584,484	0	584,484	
820	Other Fire Grants	6,607	0	0	0	0	0	
413-810	RIO FELIX FIRE DEPT	287,082	18,680	77,576	106,070	0	106,070	-0.56%
818	Rio Felix Fire Dept.	287,082	18,680	77,576	106,070	0	106,070	
820	Other Fire Grants				0		0	
414-810	CC DISTRICT #8 FIRE DEPT	49,346	74,606	119,944	154,778	0	154,778	29.04%
819	Chaves County District #8 Fire Dept	49,346	74,606	119,944	154,778	0	154,778	
820	Other Fire Grants	0	0	0	0	0	0	
							0	
425-820	FIRE & AMBULANCE EXCISE TAX	696,610	1,183,476	239,776	436,131	0	436,131	81.89%
829	Volunteer Fire Departments	696,610	1,183,476	239,776	436,131	0	436,131	
427-830	INDIGENT HOSPITAL CLAIMS	4,082,678	3,980,534	4,346,011	4,817,911	0	4,817,911	10.86%
638	Health Care Division	134,706	143,130	201,693	300,385	0	300,385	
639	Indigent Hospital Claims Payment	3,947,972	3,837,404	4,144,318	4,517,526	0	4,517,526	
430-750	LAW ENFORCEMENT GRANT	33,782	64,266	41,600	39,200	0	39,200	-5.77%
753	Law Enforcement Grant	33,782	64,266	41,600	39,200	0	39,200	
431-750 - 760	PUBLIC SAFETY GRANTS	36,542	45,743	8,010	33,400	0	33,400	316.98%

**Chaves County  
Other Governmental Funds  
Expenditure Summary**

ACCOUNT NUMBER	DESCRIPTION	FY 16-17 ACTUAL	FY 17-18 ACTUAL	FY 18-19 FINAL BUDGET	FY 19-20 Requested	ADJUSTMENT S	FY 19-20 FINAL BUDGET	% INCREASE/ DECREASE
754	ODWI & Other Sheriff's Grants	36,542	45,743	8,010	33,400	0	33,400	
755	CJRI Grant		0	0	0	0	0	
757	JAG (LLEBG) Grant		0	0	0	0	0	
761	DWI Planning Grant		0	0	0	0	0	
762	DWI Local Grant		0	0	0	0	0	
763	CDWI Grant		0	0	0	0	0	
764	Underage Drinking Enforcement Grant		0	0	0	0	0	
<b>432-760</b>	<b>PUBLIC SAFETY GRANTS</b>	<b>468,819</b>	<b>536,779</b>	<b>602,275</b>	<b>632,335</b>	<b>0</b>	<b>579,835</b>	<b>-3.73%</b>
761	DWI Planning Grant	297,421	368,162	369,695	337,455	0	337,455	
762	DWI Local Grant	15,025	15,000	28,000	52,500	0	52,500	
763 - 765	Other DWI Grants	156,372	153,617	204,579	242,381	0	189,881	
<b>433-753</b>	<b>SHERIFF FORFEITURE FUND</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>#DIV/0!</b>
753	LAW ENFORCEMENT	0	0	0	0	0	0	
<b>441-630</b>	<b>HOSPITAL AGED ACCOUNTS</b>	<b>1,878</b>	<b>0</b>	<b>500</b>	<b>500</b>	<b>0</b>	<b>500</b>	<b>0.00%</b>
631	Hospital Aged Accounts Admin	1,878	0	500	500	0	500	
681	Capital Outlay	0	0	0	0	0	0	
<b>442-740</b>	<b>COUNTY INCOME FUND</b>	<b>40,471</b>	<b>-103,151</b>	<b>90,000</b>	<b>90,000</b>	<b>0</b>	<b>90,000</b>	<b>0.00%</b>
748	Hospital Expenses		0	0	0	0	0	
<b>452-830</b>	<b>FLOOD CONTROL</b>	<b>1,390,270</b>	<b>1,638,932</b>	<b>2,346,070</b>	<b>1,920,427</b>	<b>0</b>	<b>1,920,427</b>	<b>-18.14%</b>
832	Flood Control	1,390,270	1,638,932	2,346,070	1,920,427	0	1,920,427	
561-740	DEBT SERVICE - GENERAL OBLIGATION							
742	Debt Service - General Obligation							
<b>562-740</b>	<b>DEBT SERVICE - REVENUE BOND</b>	<b>1,283,023</b>	<b>1,277,489</b>	<b>1,264,654</b>	<b>612,750</b>	<b>0</b>	<b>697,157</b>	<b>-44.87%</b>
811	Debt Service - Courthouse	0	0	0	0	0	0	
563-742	2007 refunding bonds	1,283,023	1,277,489	1,264,654	612,750	0	612,750	
564-744	refunding bond						84,407	
565-743	refunding bond reserve							



**Chaves County  
Other Governmental Funds  
Expenditure Summary**

ACCOUNT NUMBER	DESCRIPTION	FY 16-17 ACTUAL	FY 17-18 ACTUAL	FY 18-19 FINAL BUDGET	FY 19-20 Requested	ADJUSTMENT S	FY 19-20 FINAL BUDGET	% INCREASE/ DECREASE
Chaves County								
OTHER GOVERNMENTAL FUNDS								
Expenditure Summary								
605-670	ECONOMIC DEVELOPMENT PROJECTS	70,500	48,000	73,750	75,000	(50,000)	25,000	-66.10%
672	Economic Development Projects	70,500	48,000	73,750	75,000	(50,000)	25,000	
631-690 & 880	SPECIAL GRANTS & PROJECTS	833,451	1,312,188	2,094,780	3,723,281	0	3,723,281	77.74%
890	Stimulus							
883 to 884	Other Special Grants	183,320	220,107	1,131,172	2,139,697	0	2,139,697	
885	CYFD Juvenile Justice Continuum	226,129	222,241	206,046	193,896	0	193,896	
886 to 894	Other Special Grants	424,001	869,840	757,562	1,389,688	0	1,389,688	
634-640	CCDC FACILITY REPLACEMENT	0	0	0	0	0	0	#DIV/0!
642	Adult Detention Facility	0	0	0	0	0	0	
635-680	EMERGENCY & CAPITAL OUTLAY	950,064	991,957	1,019,804	1,534,565	(573,765)	960,800	-5.79%
682	Capital Outlay	950,064	991,957	1,019,804	1,534,565	(573,765)	960,800	
645-890	CDBG GRANTS				238,529	0	238,529	#DIV/0!
890	CDBG Grants				238,529	0	238,529	
651-680	ADMIN. CENTER CONSTRUCTION PROJECT							
685	Admin. Center Construction Project							
652-680	COURTHOUSE CONSTRUCTION PROJECT							
687	Courthouse Construction Project							
670	Internal Services	103,397	161,237	185,117	120,845	0	120,845	-34.72%
670-671	Internal Services	103,397	161,237	185,117	120,845	0	120,845	
680	Restricted Health Services			0	0	0	0	#DIV/0!
680-681	Restricted Health Services			0	0	0	0	
	<b>Total</b>	<b>11,229,336</b>	<b>12,141,928</b>	<b>14,608,346</b>	<b>16,947,242</b>	<b>(623,765)</b>	<b>16,355,384</b>	<b>11.96%</b>

Item # 10

RFP-19-1 Inmate Medical Services

Meeting Date: 05/23/2019

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## STAFF SUMMARY

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

**ACTION REQUIRED:** A. Award RFP-19-1 B. Agreement A-19-009

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### SUMMARY:

Last Commission Meeting RFP-19-1 for Inmate Medical Services was awarded to Wellpath, LLC. Chaves County was unable to come to an agreement with Wellpath, LLC. As per the RFP, if agreement isn't reached, Chaves County has the option to recommends award to second highest ranking offeror. Staff recommends award to CorrHealth.

Staff also requests that the board authorize the Chairman to execute Agreement A-19-009 between CorrHealth and Chaves County, due to transition starting in June.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Bid Summary and Agreement

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**Submitted by:** Sandra Rodriguez  
**Title:** Purchasing Director

## **BID SUMMARY**

**BID #:** ITB-19-1

**COMMODITY:** Inmate Medical Services

**USER DEPARTMENT(S):** Adult and Juvenile Detention Centers

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

**ADVERTISED:** February 11, 2019 in the Roswell Daily Record, NM Purchasing Group, and the County's website.

**ADDENDA ISSUED:** One

**OPEN DATE:** March 20,2019

**SPECIFIC DESCRIPTION:** This is a routine RFP for Inmate Medical Services. The current contract was awarded to Southwest Correctional Medical in 2015. Requirements include inmate medical care at the Chaves County Adult and Juvenile Detention Centers, to include healthcare and mental services, with the capacity to make referrals as needed for those issues as well as for dental services.

Item # 11

RFP-19-3 – Investment Management Services

Meeting Date: 5-23-2019

### STAFF SUMMARY

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

**ACTION REQUIRED:** Award RFP-19-3

**SUMMARY:** RFP-19-3 is for Investment Management Services for the County's Permanent Fund. Following are the firms that submitted and the final evaluation committee scores:

	Total
Supplier	/ 100 pts
Insight Investment	93.4 pts
PFM Asset Management LLC	82.2 pts
U.S. Bank	75.8 pts
Mesirow Financial	74 pts
Garcia Hamilton & Associates, L.P.	69.2 pts
Vaughan Nelson Investment Management, L.P.	49.4 pts

Staff recommends award be made to Insight Investment. If awarded, it is anticipated a contract will be negotiated and brought back for consideration next month.

**SUPPORT DOCUMENTS:** RFP Summary

**Submitted by:** Sandra Rodriguez, CPO  
**Title:** Purchasing Director

## **RFP SUMMARY**

**RFP #:** RFP-19-3

**COMMODITY:** Investment Management Services

**USER DEPARTMENT(S):** Treasurer

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

**ADVERTISED:** March 24, 2019 in the Roswell Daily Record. Also posted online through the NM Purchasing Group and County's website.

**ADDENDA ISSUED:** None.

**OPEN DATE:** April 25, 2019

**SPECIFIC DESCRIPTION:** This is a routine RFP solicitation for investment management services for the County's Permanent Fund. If awarded, the initial contract term will be from July 1, 2019 to June 30, 2020 with the option to renew for up to three additional one-year terms. The County was specifically seeking the services of an investment management professional with knowledge of the investment requirements and limitations specific to the County as well as the best fees and potential earnings.

Item # 12

Agreement A-19-008 between Chaves  
County and ASA Architects

Meeting Date: 05/23/2019

## STAFF SUMMARY

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**REQUESTED BY:** Sandra Rodriguez, CPO  
Purchasing Director

**ACTION REQUIRED:** Approve Agreement A-19-008

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### SUMMARY:

On April 18, 2019 Chaves County Commission awarded RFP-19-2 for Courthouse Elevator to ASA Architects. Agreement A-19-008 is the contract for those services. Contract is within budget.

Staff recommends approval of Agreement A-19-008.

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**SUPPORT DOCUMENTS:** Agreement A-19-008

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**Submitted by:** Sandra Rodriguez, CPO  
**Title:** Purchasing Director

**AGENDA ITEM:** 13

Permission to Publish for CVE  
Franchise agreement Ordinance O-104

**MEETING DATE:** May 23, 2019

**STAFF SUMMARY REPORT**

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

**ACTION REQUESTED:** Permission to publish for a Public Hearing

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**ITEM SUMMARY:**

Request to publish for a public hearing to create Ordinance No. 104 for a Franchise agreement between Chaves County and Central Valley Electric Cooperative, Inc.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Draft Franchise agreement and Ordinance O-104

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**SUMMARY BY:** Bill Williams

**TITLE:** Public Services Director

**Ordinance O-104**  
**Franchise Granted to**  
**Central Valley Electric Cooperative, Inc**  
**by**  
**Chaves County, New Mexico**

**Be it ordained** by the Board of County Commissioners of Chaves County, New Mexico (“County”) as follows:

Section 1. The County grants to Central Valley Electric Cooperative, Inc, a New Mexico cooperative corporation existing under and by the virtue of the laws of the State of New Mexico (herein called “CVE”), its successors and assigns, a franchise stating CVE’s right, license and privilege to use the public highways, roads, bridges and other property within the Jurisdiction of the County and the streets and alleys of unincorporated towns for their poles, wires, cables, underground conduits, towers, manholes and other electric transmission and distribution fixtures necessary or proper for the maintenance and operation in said County of CVE’s electric transmission and distribution business and extending to CVE the right to erect, construct, equip, conduct, maintain and operate works, systems, plants, and/or electric transmission and distribution lines, and all appurtenances thereto for the purpose of using, selling, distributing, conveying, transporting or otherwise establishing, conducting, serving, supplying and furnishing and maintaining electric light and power to the County and its inhabitants and others electric power for light, heat, power, and other useful purposes to the County and its inhabitants, and said grantee is further granted passage and right of way, to occupy and use in any lawful way every and any and all public roads, highways, bridges and all streets, avenues and alleys of unincorporated cities, towns, and villages, and other public



grounds of said County, both above and beneath the surface of the same, as the same now exist or may hereafter be changed, altered, and/or extended, subject to conditions herein set out.

Section 2. The Franchise shall exist and be in force from and after the effective date of this Ordinance for a term of 25 years.

Section 3. CVE is authorized and empowered to do any and all things necessary and proper to be done and performed in executing the powers and utilizing the privileges granted in the Franchise, provided that: (i) all work done on the places on the County public grounds shall be done with the utmost diligence and the least inconvenience to the public; (ii) CVE shall within a reasonable time restore the places on the County public grounds excavated by it to their original condition as nearly as possible; and (iii) The work shall be done subject to the County's approval.

Section 4. If any proposed changes in the places on the County public grounds, or in the grades or drains of places on the County public ground would require a relocation of CVE's Facilities, the County shall give CVE written notice of the proposed changes at least 60 days in advance of the date the Facilities would need to be relocated. CVE shall bear the cost of relocating its Facilities. If CVE needs to cross any County street, avenue, road, alley, or highway with underground facilities, CVE will give the County prior notice of such crossing.

Section 5. CVE shall hold the County and the County's officers and agents harmless from any and all liability or claims of loss that may arise or be incurred from the erection, construction, or operation of CVE's Facilities and that are attributable to CVE's negligence.

Section 6. CVE shall not be responsible or liable to any person, firm, corporation, association, partnership, or entity for the interruption of any service provided by CVE arising from floods, fires, wind storms, hail, ice storms, snow storms, earthquakes, accidents, acts of God, or any other cause beyond CVE's control, but in case of such interruption, CVE shall use reasonable diligence to re-establish service as soon as possible.

Section 7. All or part of any County resolutions or orders in conflict with this Franchise are repealed as of the effective date of this Ordinance.

Section 8. CVE shall, within 60 days of the date the County passes this Ordinance, file with the County CVE's written acceptance (in the Form of Exhibit A to this Ordinance) of the Franchise. Upon CVE's Acceptance, the Franchise shall constitute all of the terms of the Franchise granted by the County to CVE.

Section 9. The Franchise is not exclusive. Nothing in the Franchise shall prevent the County from granting to any other person, firm, corporation, association, partnership, or entity, or operating itself where proper under the law, like, similar, or different rights, privileges, and franchises.

Section 10. If any section, provision, sentence, clause, words, or phrase of this Ordinance is, for any reason, held to be unconstitutional, unlawful, void, invalid, or in any way unenforceable, the validity of the remaining portions of this Ordinance shall be unaffected by that holding.

Section 11. This Ordinance shall become effective upon its passage as required by law and acceptance by CVE as required by this Ordinance.

**NOW THEREFORE, BE IT ORDAINED** by the Board of Commissioners of Chaves County, New Mexico, that Ordinance O-104 is passed and approved this 27<sup>th</sup> day of June, 2019.

**BOARD OF CHAVES COUNTY COMMISSIONERS**

**ATTEST:**

**By:** \_\_\_\_\_  
William E. Cavin, Chairman

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

**Exhibit A**  
**Franchise Granted to**  
**Central Valley Electric Cooperative, Inc.**  
**by**  
**Chaves County, New Mexico**  
**Dated June 27, 2019**

The Board of Commissioners  
of Chaves County, New Mexico  
Roswell, New Mexico

In accordance with Section 8 of the Franchise granted to Central Valley Electric Cooperative, Inc. ("CVE") by Chaves County, New Mexico on June 20, 2019, CVE, a New Mexico cooperative corporation, accepts the Franchise.

Please indicate the date of the filing of this written acceptance in the space provided and return one copy to CVE.

Dated today, \_\_\_\_\_.

Central Valley Electric Cooperative, Inc.

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

President

Filed with Chaves County, New Mexico today, \_\_\_\_\_

Attest:

BOARD OF COMMISSIONERS OF  
CHAVES COUNTY, NEW MEXICO

\_\_\_\_\_

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

County Clerk

William E. Cavin

**AGENDA ITEM:** 14

Permission to Publish for OCEC  
Franchise agreement Ordinance O-105

**MEETING DATE:** May 23, 2019

**STAFF SUMMARY REPORT**

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

**ACTION REQUESTED:** Permission to publish for a Public Hearing

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**ITEM SUMMARY:**

Request to publish for a public hearing to create Ordinance No. 105 for a Franchise agreement between Chaves County and Otero County Electric Cooperative, Inc.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Draft Franchise agreement and Ordinance O-105

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**SUMMARY BY:** Bill Williams

**TITLE:** Public Services Director

**Ordinance O-105**  
**Franchise Granted to**  
**Otero County Electric Cooperative, Inc**  
**by**  
**Chaves County, New Mexico**

**Be it ordained** by the Board of County Commissioners of Chaves County, New Mexico (“County”) as follows:

Section 1. The County grants to Otero County Electric Cooperative, Inc, a New Mexico cooperative corporation existing under and by the virtue of the laws of the State of New Mexico (herein called “the Cooperative”), its successors and assigns, a franchise stating the Cooperative’s right, license and privilege to use the public highways, roads, bridges and other property within the Jurisdiction of the County and the streets and alleys of unincorporated towns for their poles, wires, cables, underground conduits, towers, manholes and other electric transmission and distribution fixtures necessary or proper for the maintenance and operation in said County of the Cooperative’s electric transmission and distribution business and extending to the Cooperative the right to erect, construct, equip, conduct, maintain and operate works, systems, plants, and/or electric transmission and distribution lines, and all appurtenances thereto for the purpose of using, selling, distributing, conveying, transporting or otherwise establishing, conducting, serving, supplying and furnishing and maintaining electric light and power to the County and its inhabitants and others electric power for light, heat, power, and other useful purposes to the County and its inhabitants, and said grantee is further granted passage and right of way, to occupy and use in any lawful way every and any and all public roads, highways, bridges and all streets, avenues and alleys of

unincorporated cities, towns, and villages, and other public grounds of said County, both above and beneath the surface of the same, as the same now exist or may hereafter be changed, altered, and/or extended, subject to conditions herein set out.

Section 2. The Franchise shall exist and be in force from and after the effective date of this Ordinance for a term of 25 years.

Section 3. The Cooperative is authorized and empowered to do any and all things necessary and proper to be done and performed in executing the powers and utilizing the privileges granted in the Franchise, provided that: (i) all work done on the places on the County public grounds shall be done with the utmost diligence and the least inconvenience to the public; (ii) the Cooperative shall within a reasonable time restore the places on the County public grounds excavated by it to their original condition as nearly as possible; and (iii) the work shall be done subject to the County's approval.

Section 4. If any proposed changes in the places on the County public grounds, or in the grades or drains of places on the County public ground would require a relocation of the Cooperative's Facilities, the County shall give the Cooperative written notice of the proposed changes at least 60 days in advance of the date the Facilities would need to be relocated. The Cooperative shall bear the cost of relocating its Facilities. If the Cooperative needs to cross any County street, avenue, road, alley, or highway with underground facilities, the Cooperative will give the County prior notice of such crossing.

Section 5. The Cooperative shall hold the County and the County's officers and agents harmless from any and all liability or claims of loss that may arise or be

incurred from the erection, construction, or operation of the Cooperative's Facilities and that are attributable to the Cooperative's negligence.

Section 6. The Cooperative shall not be responsible or liable to any person, firm, corporation, association, partnership, or entity for the interruption of any service provided by the Cooperative arising from floods, fires, wind storms, hail, ice storms, snow storms, earthquakes, accidents, acts of God, or any other cause beyond the Cooperative's control, but in case of such interruption, the Cooperative shall use reasonable diligence to re-establish service as soon as possible.

Section 7. All or part of any County resolutions or orders in conflict with this Franchise are repealed as of the effective date of this Ordinance.

Section 8. The Cooperative shall, within 60 days of the date the County passes this Ordinance, file with the County the Cooperative's written acceptance (in the Form of Exhibit A to this Ordinance) of the Franchise. Upon the Cooperative's Acceptance, the Franchise shall constitute all of the terms of the Franchise granted by the County to the Cooperative.

Section 9. The Franchise is not exclusive. Nothing in the Franchise shall prevent the County from granting to any other person, firm, corporation, association, partnership, or entity, or operating itself where proper under the law, like, similar, or different rights, privileges, and franchises.

Section 10. If any section, provision, sentence, clause, words, or phrase of this Ordinance is, for any reason, held to be unconstitutional, unlawful, void, invalid, or in any way unenforceable, the validity of the remaining portions of this Ordinance shall be unaffected by that holding.



Section 11. This Ordinance shall become effective upon its passage as required by law and acceptance by the Cooperative as required by this Ordinance.

**NOW THEREFORE, BE IT ORDAINED** by the Board of Commissioners of Chaves County, New Mexico, that Ordinance O-105 is passed and approved this 27<sup>th</sup> day of June, 2019.

**BOARD OF CHAVES COUNTY COMMISSIONERS**

**ATTEST:**

**By:** \_\_\_\_\_  
William E. Cavin, Chairman

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

**Exhibit A**  
**Franchise Granted to**  
**Otero County Electric Cooperative, Inc.**  
**by**  
**Chaves County, New Mexico**  
**Dated June 27, 2019**

The Board of Commissioners  
of Chaves County, New Mexico  
Roswell, New Mexico

In accordance with Section 8 of the Franchise granted to Otero County Electric Cooperative, Inc. ("the Cooperative") by Chaves County, New Mexico on June 20, 2019, the Cooperative, a New Mexico cooperative corporation, accepts the Franchise.

Please indicate the date of the filing of this written acceptance in the space provided and return one copy to the Cooperative.

Dated today, \_\_\_\_\_.

Otero County Electric Cooperative, Inc.

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

President

Filed with Chaves County, New Mexico today, \_\_\_\_\_

Attest:

BOARD OF COMMISSIONERS OF  
CHAVES COUNTY, NEW MEXICO

\_\_\_\_\_

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

County Clerk

William E. Cavin

AGENDA ITEM: 15

Request for Approval of Out-of-State Travel

MEETING DATE: 05/23/19

**STAFF SUMMARY REPORT**

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ACTION REQUESTED BY: Mike Herrington

ACTION REQUESTED: Approval of Out-of-State Travel – San Marcos Texas

---

**ITEM SUMMARY:**

The Chaves County Sheriff's Office is requesting authorization to send three (3) of its certified deputies to a training course in San Marcos, Texas on June 3-7. The training entitled "Outdoor Human Remains Recovery" is hosted by Texas State University, Department of Anthropology in San Marcos, Texas.

The registration fee for this seminar is \$800.00 per person which will be covered by the Donations given to Sheriff's Dept used for training. We are requesting authorization for payment of the registration fees, and actual expenses for lodging and meals purchased using a County issued Travel Card. We expect the total cost to attend this training course to be approximately \$800.00 plus 5 day of per diem of \$150.00 plus room charge unknown at this time.

The Sheriff's Office does have the funding in its FY 18-19 budget to send the three (3) deputies to this training. The Finance Dept has moved the donated revenue to the appropriate lines to cover this cost.

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**SUPPORT DOCUMENTS:** Texas State University Correspondence

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SUMMARY BY: Janet M. Gomez

TITLE: Sheriff's Administrator

TEXAS  STATE  
UNIVERSITY  
SAN MARCOS  
*The rising STAR of Texas*

March 12, 2019

Sheriff M. Herrington  
Chaves County, NM  
mherrington@co.chaves.nm.us

Dear Sheriff Herrington,

This letter is to meant to invoice the cost of two participants for the upcoming FACTS Human Remains Recovery Course taking place from June 3-7, 2019 in San Marcos, TX. The cost does not include lunch or accommodations.

5 day workshop	\$800.00/student	X2 student
	Total	\$1600.00
	<b>Total amount owed to FACTS</b>	<b>\$1600.00</b>

.A check made out to 'FACTS' can be sent to:

Daniel Wescott  
FACTS  
601 University Drive  
San Marcos, TX 78666

Alternatively, Payment can be made with a credit card on our website here:  
[https://secure.touchnet.com/C24322\\_ustores/web/classic/store\\_main.jsp?STOREID=100&SINGLESTORE=true](https://secure.touchnet.com/C24322_ustores/web/classic/store_main.jsp?STOREID=100&SINGLESTORE=true)

Sincerely,



Daniel J. Wescott, PhD  
Director, Forensic Anthropology Center

TEXAS  STATE  
UNIVERSITY  
SAN MARCOS  
*The rising STAR of Texas*

March 12, 2019

Sheriff M. Herrington  
Chaves County, NM  
mherrington@co.chaves.nm.us

Dear Sheriff Herrington,

This letter is to meant to invoice the cost of a single participant for the upcoming FACTS Human Remains Recovery Course taking place from June 3-7, 2019 in San Marcos, TX. The cost does not include lunch or accommodations.

5 day workshop	\$800.00/student	X1 student
	Total	\$800.00
	<b>Total amount owed to FACTS</b>	<b>\$800.00</b>

.A check made out to 'FACTS' can be sent to:

Daniel Wescott  
FACTS  
601 University Drive  
San Marcos, TX 78666

Alternatively, Payment can be made with a credit card on our website here:  
[https://secure.touchnet.com/C24322\\_ustores/web/classic/store\\_main.jsp?STOREID=100&SINGLESTORE=true](https://secure.touchnet.com/C24322_ustores/web/classic/store_main.jsp?STOREID=100&SINGLESTORE=true)

Sincerely,



Daniel J. Wescott, PhD  
Director, Forensic Anthropology Center

AGENDA ITEM: 16

Request for Approval of Out-of-State Travel

MEETING DATE: 05/23/19

**STAFF SUMMARY REPORT**

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ACTION REQUESTED BY: Mike Herrington

ACTION REQUESTED: Approval of Out-of-State Travel – National Harbor, Maryland

---

**ITEM SUMMARY:**

The Chaves County Sheriff's Office is requesting authorization to send one (1) of its certified deputy to a training course in National Harbor ,Maryland on July 14 -17, 2019. The training entitled "NADCP Rise 19" is hosted by National Association of Drug Court Professionals.

The registration fee and all hotel and meal expense and travel expenses for this seminar will be covered by the Chaves County Juvenile & Adult Drug Courts. We are requesting authorization for payment of regular salary and authorization for Out of State Travel as required.

---

**SUPPORT DOCUMENTS:**

---

SUMMARY BY: Janet M. Gomez

TITLE: Sheriff's Administrator

## Janet Gomez

---

From: Araceli Pacheco <rosdaxp@nmcourts.gov>  
Sent: Wednesday, May 15, 2019 9:00 AM  
To: Janet Gomez  
Subject: Fwd: Travel for Deputy Stephenson

----- Forwarded message -----

From: Araceli Pacheco <rosdaxp@nmcourts.gov>  
Date: Tue, May 14, 2019 at 10:17 AM  
Subject: Travel for Deputy Stephenson  
To: mherrington <mherrington@co.chaves.nm.us>, <jgomez@co.chaves.nm.us>  
Cc: Dustin Hunter <rosddkh@nmcourts.gov>, Landon Stephenson <lstephenson@co.chaves.nm.us>

Hi there so we are coming close to end of fiscal year and I'm really needing to finalize travel arrangements for the National Drug Court Conference in July. Wanted to see what the status of approval was for Deputy Stephenson. Just as a reminder drug court will be paying for travel, hotel, and meals. The conference starts on Sunday 7/14 and ends on Wednesday 7/17 which our travel day back to Roswell.

--

***"You are never to old to set another goal or to dream a new dream."  
- C.S. Lewis***

**Araceli Pacheco  
Fifth Judicial District Court  
Administrative Assistant / Chaves County Juvenile & Adult Drug Courts  
400 N Virginia  
Roswell, NM 88203  
575.622.2212 ext. 214**

--

***"You are never to old to set another goal or to dream a new dream."  
- C.S. Lewis***

**Araceli Pacheco  
Fifth Judicial District Court  
Administrative Assistant / Chaves County Juvenile & Adult Drug Courts  
400 N Virginia  
Roswell, NM 88203  
575.622.2212 ext. 214**



**TAX ID: 54-1791197**

**Invoice Date: May 10, 2019**  
**Invoice Number: INV\_30368**

**INVOICE - REMIT WITH YOUR PAYMENT**

**THIS IS NOT A REGISTRATION CONFIRMATION**

Your registration is not confirmed until payment has been received. Confirmation will be sent upon receipt of payment.

**Bill To:**  
Araceli Pacheco  
400 N Virginia  
Roswell, NM 88201  
United States

**Reference:**  
RISE19 Registration

<b>Description</b>	<b>Amount (USD)</b>
Non-Member Conference Fee - 5	
Araceli Pacheco	
Jared Kalunki	
Taylor Jagers	\$ 3,725.00
Eddeana Ueland	
Landon Stephenson	
<b>TOTAL USD</b>	<b>\$ 3,725.00</b>

**DUE DATE: June 9, 2019**



## SEND PAYMENT TO

NADCP  
PO Box 79289  
Baltimore, MD 21279-0289  
registration@allrise.org

Invoice Number: INV\_30368

AMOUNT DUE: \$ 3,725.00

Due: June 9, 2019

To send a payment:

- 1) Write your check to NADCP
- 2) Write your invoice number on your check
- 3) Please send the check, along with a copy of this entire invoice

## TERMS AND CONDITIONS

### Payment Policy

All conference registration payments must be postmarked by June 21, 2019 in order to uphold the early bird rate. If payment has not been postmarked by June 21, 2019, registration will be increased to the rate of \$795. All registration, regardless of NADCP membership status, is \$795 after June 21, 2019.

### Cancellation Policy

Cancelling of registration must be submitted and received in writing via email by June 14, 2019 to registration@allrise.org. Those requests received by June 14, 2019 will receive the full cost of their registration less a \$75 processing fee. Those requests received after June 14, 2019 will receive 50% of their registration costs back. After June 28, 2019, absolutely no refunds will be provided.

### Substitution Policy

Substitution of a RISE19 registrant will be accepted until 5:00 PM EST on Friday, June 14, 2019. A \$75 processing fee will apply to all substitutions. To submit for a substitution, email registration@allrise.org with the name of both the registrant no longer attending and the name of the new registrant. Note, if the original registrant was registered as a member of NADCP then the new registrant must also be an active member. After Friday, June 14, 2019 all substitution requests will be treated as full cancellations (refer to cancellation policy).

If you have any questions, please contact Cary Banner, Conference Coordinator, at registration@allrise.org.

Approval of Checks

Approval of Checks

Commission Meeting 23-May-19

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**STAFF SUMMARY REPORT**

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

**ACTION REQUESTED:**  
Approval of Checks

---

**ITEM SUMMARY:**

A/P:	02-Apr-19	\$483.30
	05-Apr-19	\$446,873.94
	12-Apr-19	\$647,677.38
	18-Apr-19	\$132,767.72
	26-Apr-19	\$206,830.01
A/P VOID:	01-Apr-19	-\$2,000.84
PAYROLL:	07-Apr-19 REGULAR	\$257,606.00
	FINALS	\$1,180.73
	21-Apr-19 REGULAR	\$282,199.03
	FINALS	\$1,282.33

Grand Total Checks to be Approved: \$1,974,899.60

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**SUPPORT DOCUMENTS:**

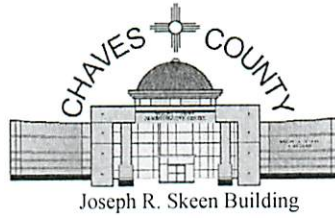
Copies of Bills Lists

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**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



**COMMISSIONERS**  
Dara Dana · 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: 4-2-19  
Packet# 00947

Date: 4-26-19  
Packet# 00968

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

Date: 4-5-19  
Packet# 00951

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

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

Date: 4-12-19  
Packet# 00956

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

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

Date: 4-18-19  
Packet# 00959

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

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

**BOARD OF CHAVES COUNTY COMMISSIONERS**

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

\_\_\_\_\_  
Jeff Bilberry, Vice-Chairman

**ATTEST:**

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

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

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

\_\_\_\_\_  
Robert Corn, Member



Chaves County, NM

# Expense Approval Register

Packet: APPKT00947 - CHECK RUN/04/02/19

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: PRE-PAID LEGAL SERVICES INC</b>					
PRE-PAID LEGAL SERVICES IN	CC019535	03/15/2019	PREMIUMS	401-2-200-022-000	312.90
PRE-PAID LEGAL SERVICES IN	CC019535	03/15/2019	PREMIUMS	402-2-200-022-000	170.40
<b>Vendor PRE-PAID LEGAL SERVICES INC Total:</b>					<b>483.30</b>
<b>Grand Total:</b>					<b>483.30</b>

**Fund Summary**

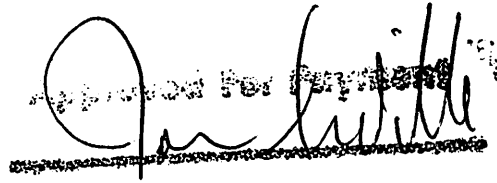
Fund	Expense Amount
401 - GENERAL FUND	312.90
402 - ROAD FUND	170.40
<b>Grand Total:</b>	<b>483.30</b>

**Account Summary**

Account Number	Account Name	Expense Amount
401-2-200-022-000	PRE-PAID LEGAL PAYABL	312.90
402-2-200-022-000	PRE-PAID LEGAL PAYABL	170.40
<b>Grand Total:</b>		<b>483.30</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	483.30
<b>Grand Total:</b>	<b>483.30</b>

*Approved For Payment*  




# Expense Approval Register

Packet: APPKT00951 - CHECK RUN/04/05/19

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: AMERICAN STEWARDS OF LIBERTY</b>					
AMERICAN STEWARDS OF LI	892	04/01/2019	ASL MANAGEMENT FEE	401-6-619-260-000	1,500.00
<b>Vendor AMERICAN STEWARDS OF LIBERTY Total:</b>					<b>1,500.00</b>
<b>Vendor: ASPEN OF NEW MEXICO INC</b>					
ASPEN OF NEW MEXICO INC	9 ASPEN-1	04/02/2019	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	1,500.00
ASPEN OF NEW MEXICO INC	9 ASPEN-JUVI	04/01/2019	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	500.00
<b>Vendor ASPEN OF NEW MEXICO INC Total:</b>					<b>2,000.00</b>
<b>Vendor: BENCHMARK BUSINESS SOLUTIONS</b>					
BENCHMARK BUSINESS SOL	24511255	04/01/2019	ACCT.#003-1365133-000	408-8-812-251-000	109.32
<b>Vendor BENCHMARK BUSINESS SOLUTIONS Total:</b>					<b>109.32</b>
<b>Vendor: BERRENDO CO-OP WATER USERS</b>					
BERRENDO CO-OP WATER U	CC019553	04/01/2019	ACCT.#J1720000	402-6-651-341-000	78.77
<b>Vendor BERRENDO CO-OP WATER USERS Total:</b>					<b>78.77</b>
<b>Vendor: BNSF RAILWAY COMPANY</b>					
BNSF RAILWAY COMPANY	CC019537	04/01/2019	CONTRACT #114067	402-6-651-260-000	337.65
<b>Vendor BNSF RAILWAY COMPANY Total:</b>					<b>337.65</b>
<b>Vendor: CENTRAL VALLEY ELECTRIC COOP</b>					
CENTRAL VALLEY ELECTRIC C	CC019554	04/01/2019	ACC.T#23898800	410-8-816-341-000	18.02
CENTRAL VALLEY ELECTRIC C	CC019554	04/01/2019	ACCT.#10114001	410-8-816-341-000	184.08
CENTRAL VALLEY ELECTRIC C	CC019555	04/01/2019	ACCT.#12001802	401-6-691-243-000	52.84
CENTRAL VALLEY ELECTRIC C	CC019555	04/01/2019	ACCT.#12209501	401-6-691-243-000	370.60
CENTRAL VALLEY ELECTRIC C	CC019555	04/01/2019	ACCT.#10147201	401-6-691-243-000	32.50
CENTRAL VALLEY ELECTRIC C	CC019555	04/01/2019	ACCT.#23133100	410-8-816-341-000	114.38
CENTRAL VALLEY ELECTRIC C	CC019555	04/01/2019	ACCT.#6695501	414-8-819-341-000	161.79
CENTRAL VALLEY ELECTRIC C	CC019555	04/01/2019	ACCT.#24186400	437-6-659-341-000	47.80
CENTRAL VALLEY ELECTRIC C	CC019555	04/01/2019	ACCT.#12412501	437-6-659-341-000	50.07
CENTRAL VALLEY ELECTRIC C	CC019555	04/01/2019	ACCT.#22987100	437-6-659-341-000	44.08
CENTRAL VALLEY ELECTRIC C	CC019555	04/01/2019	ACCT.#24208300	437-6-659-341-000	35.52
CENTRAL VALLEY ELECTRIC C	CC019556	04/01/2019	ACCT.#12413301	411-8-814-341-000	9.01
CENTRAL VALLEY ELECTRIC C	CC019556	04/01/2019	ACC.T#12413101	411-8-814-341-000	9.83
CENTRAL VALLEY ELECTRIC C	CC019556	04/01/2019	ACCT.#12026501	411-8-814-341-000	46.66
CENTRAL VALLEY ELECTRIC C	CC019556	04/01/2019	ACCT.#12413201	411-8-814-341-000	50.32
<b>Vendor CENTRAL VALLEY ELECTRIC COOP Total:</b>					<b>1,227.50</b>
<b>Vendor: CHARLOTTE ANDRADE</b>					
CHARLOTTE ANDRADE	CC019534	04/01/2019	NM EDGE CLASSES/03/25/19	401-7-741-226-000	188.10
<b>Vendor CHARLOTTE ANDRADE Total:</b>					<b>188.10</b>
<b>Vendor: CUMBERLAND WATER CO-OP</b>					
CUMBERLAND WATER CO-O	CC019542	04/01/2019	ACCT.#G215	401-6-691-341-000	36.21
CUMBERLAND WATER CO-O	CC019544	04/01/2019	ACCT.#G105	410-8-816-341-000	24.06
CUMBERLAND WATER CO-O	CC019545	04/01/2019	ACCT.#B1085	408-8-812-340-000	21.43
<b>Vendor CUMBERLAND WATER CO-OP Total:</b>					<b>81.70</b>
<b>Vendor: DEERE CREDIT INC</b>					
DEERE CREDIT INC	2139188	04/01/2019	ACCT.#030-0065559-000	402-6-653-251-000	3,309.22
DEERE CREDIT INC	2139189	04/01/2019	ACCT.#030-00655560-00	402-6-653-251-000	3,309.22
DEERE CREDIT INC	2139190	04/01/2019	ACCT.#030-0065561-000	402-6-653-251-000	3,309.22
DEERE CREDIT INC	2139191	04/01/2019	ACCT.#2139191	402-6-653-251-000	3,309.22
<b>Vendor DEERE CREDIT INC Total:</b>					<b>13,236.88</b>
<b>Vendor: DEXTER CONSOLIDATED SCHOOLS</b>					
DEXTER CONSOLIDATED SCH	8 DEX-TNT	04/02/2019	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	1,000.00
<b>Vendor DEXTER CONSOLIDATED SCHOOLS Total:</b>					<b>1,000.00</b>

Expense Approval Register

Packet: APPKT00951 - CHECK RUN/04/05/19

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
<b>Vendor: DIANNE MEDA</b>						
DIANNE MEDA	8 SCREEN-1	04/03/2019	DWI SCREENING FEE/FY 18-1	432-7-766-267-000	3,000.00	
					<b>Vendor DIANNE MEDA Total:</b>	<b>3,000.00</b>
<b>Vendor: FRANK G. MAGOURILOS</b>						
FRANK G. MAGOURILOS	9 FM	04/01/2019	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	291.66	
					<b>Vendor FRANK G. MAGOURILOS Total:</b>	<b>291.66</b>
<b>Vendor: HERITAGE MEMORIAL ALLIANCE</b>						
HERITAGE MEMORIAL ALLIA	6813	04/01/2019	PERMIT #4965	427-6-639-296-000	600.00	
					<b>Vendor HERITAGE MEMORIAL ALLIANCE Total:</b>	<b>600.00</b>
<b>Vendor: ITS/QUEST INC</b>						
ITS/QUEST INC	202877	04/01/2019	ACCT.#2369	401-7-741-104-000	976.97	
					<b>Vendor ITS/QUEST INC Total:</b>	<b>976.97</b>
<b>Vendor: KANSAS STATE BANK OF MANHATTAN</b>						
KANSAS STATE BANK OF MA	51-4	04/04/2019	ACCT.#3347498	402-6-653-251-000	1,410.42	
					<b>Vendor KANSAS STATE BANK OF MANHATTAN Total:</b>	<b>1,410.42</b>
<b>Vendor: MIRANDA PEST CONTROL</b>						
MIRANDA PEST CONTROL	CC019536	04/02/2019	PEST CONTROL SERVICE	452-8-832-267-000	26.92	
					<b>Vendor MIRANDA PEST CONTROL Total:</b>	<b>26.92</b>
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>						
NEW MEXICO GAS COMPAN	CC019552	04/01/2019	ACCT.#076281612-0786941-	401-6-693-341-000	21.24	
					<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>	<b>21.24</b>
<b>Vendor: NM GEN SVCS RISK MGMT</b>						
NM GEN SVCS RISK MGMT	CC019539	04/04/2019	PREMIUMS	401-2-200-005-000	1,969.64	
NM GEN SVCS RISK MGMT	CC019539	04/04/2019	ADJUSTMENTS	401-2-200-005-000	16.50	
NM GEN SVCS RISK MGMT	CC019539	04/04/2019	PREMIUMS	402-2-200-005-000	492.60	
NM GEN SVCS RISK MGMT	CC019539	04/04/2019	PREMIUMS	427-2-200-005-000	20.40	
NM GEN SVCS RISK MGMT	CC019539	04/04/2019	PREMIUMS	431-2-200-005-000	5.06	
NM GEN SVCS RISK MGMT	CC019539	04/04/2019	PREMIUMS	432-2-200-005-000	35.30	
NM GEN SVCS RISK MGMT	CC019539	04/04/2019	PREMIUMS	435-2-200-005-000	35.30	
NM GEN SVCS RISK MGMT	CC019539	04/04/2019	PREMIUMS	437-2-200-005-000	9.70	
NM GEN SVCS RISK MGMT	CC019539	04/04/2019	PREMIUMS	452-2-200-005-000	134.10	
NM GEN SVCS RISK MGMT	CC019539	04/04/2019	PREMIUMS	628-2-200-005-000	74.50	
NM GEN SVCS RISK MGMT	CC019540	04/04/2019	ADJUSTMENTS	401-2-200-007-000	921.06	
NM GEN SVCS RISK MGMT	CC019540	04/04/2019	PREMIUMS	401-2-200-007-000	149,580.24	
NM GEN SVCS RISK MGMT	CC019540	04/04/2019	PREMIUMS	402-2-200-007-000	37,490.97	
NM GEN SVCS RISK MGMT	CC019540	04/04/2019	PREMIUMS	427-2-200-007-000	1,023.38	
NM GEN SVCS RISK MGMT	CC019540	04/04/2019	PREMIUMS	431-2-200-007-000	306.25	
NM GEN SVCS RISK MGMT	CC019540	04/04/2019	PREMIUMS	432-2-200-007-000	4,528.62	
NM GEN SVCS RISK MGMT	CC019540	04/04/2019	PREMIUMS	435-2-200-007-000	2,667.52	
NM GEN SVCS RISK MGMT	CC019540	04/04/2019	PREMIUMS	437-2-200-007-000	595.13	
NM GEN SVCS RISK MGMT	CC019540	04/04/2019	PREMIUMS	452-2-200-007-000	9,833.37	
NM GEN SVCS RISK MGMT	CC019540	04/04/2019	PREMIUMS	628-2-200-007-000	5,211.06	
NM GEN SVCS RISK MGMT	CC019541	04/04/2019	ADJUSTMENTS	401-2-200-021-000	12.53	
NM GEN SVCS RISK MGMT	CC019541	04/04/2019	PREMIUMS	401-2-200-021-000	1,507.67	
NM GEN SVCS RISK MGMT	CC019541	04/04/2019	PREMIUMS	402-2-200-021-000	374.61	
NM GEN SVCS RISK MGMT	CC019541	04/04/2019	PREMIUMS	427-2-200-021-000	5.70	
NM GEN SVCS RISK MGMT	CC019541	04/04/2019	PREMIUMS	431-2-200-021-000	3.27	
NM GEN SVCS RISK MGMT	CC019541	04/04/2019	PREMIUMS	432-2-200-021-000	47.55	
NM GEN SVCS RISK MGMT	CC019541	04/04/2019	PREMIUMS	435-2-200-021-000	28.98	
NM GEN SVCS RISK MGMT	CC019541	04/04/2019	PREMIUMS	452-2-200-021-000	90.55	
NM GEN SVCS RISK MGMT	CC019541	04/04/2019	PREMIUMS	628-2-200-021-000	48.75	
					<b>Vendor NM GEN SVCS RISK MGMT Total:</b>	<b>217,070.31</b>
<b>Vendor: ROBIN A COX STEEL SHIPPING</b>						
ROBIN A COX STEEL SHIPPIN	038007	04/02/2019	CONTAINER	452-8-832-231-000	3,800.00	
					<b>Vendor ROBIN A COX STEEL SHIPPING Total:</b>	<b>3,800.00</b>

Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: ROSWELL CHAVES COUNTY EDC</b>					
ROSWELL CHAVES COUNTY E	FY 234	04/02/2019	ADDITIONAL ALLOCATION/FY	605-6-672-428-000	25,000.00
<b>Vendor ROSWELL CHAVES COUNTY EDC Total:</b>					<b>25,000.00</b>
<b>Vendor: ROSWELL W.F.L., INC</b>					
ROSWELL W.F.L., INC	8 BA-1	04/02/2019	CONTINUUM GRANT/FY 18-1	631-8-885-267-000	5,850.00
ROSWELL W.F.L., INC	8 WT-1	04/02/2019	CONTINUUM GRANT/FY 18-1	631-8-885-267-000	300.00
<b>Vendor ROSWELL W.F.L., INC Total:</b>					<b>6,150.00</b>
<b>Vendor: SERENITY COUNSELING</b>					
SERENITY COUNSELING	9 SC-1	04/02/2019	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	4,375.00
<b>Vendor SERENITY COUNSELING Total:</b>					<b>4,375.00</b>
<b>Vendor: SOUTHWEST CORRECTIONAL MEDICAL GROUP</b>					
SOUTHWEST CORRECTIONAL	INVO02748	04/01/2019	ACCT.#CHAVE001	427-6-639-268-000	144,930.10
<b>Vendor SOUTHWEST CORRECTIONAL MEDICAL GROUP Total:</b>					<b>144,930.10</b>
<b>Vendor: STANTEC CONSULTING SERVICES INC</b>					
STANTEC CONSULTING SERVI	1486765	04/01/2019	CUSTOMER #147855	631-8-884-247-000	1,017.89
<b>Vendor STANTEC CONSULTING SERVICES INC Total:</b>					<b>1,017.89</b>
<b>Vendor: STEPHANIE ELDRIDGE</b>					
STEPHANIE ELDRIDGE	CC019538	04/02/2019	NM EDGE CLASSES/03/25/19	401-7-722-226-000	180.90
<b>Vendor STEPHANIE ELDRIDGE Total:</b>					<b>180.90</b>
<b>Vendor: TOWN OF DEXTER</b>					
TOWN OF DEXTER	CC019543	04/01/2019	ACCT.#1085	401-6-693-341-000	75.93
<b>Vendor TOWN OF DEXTER Total:</b>					<b>75.93</b>
<b>Vendor: TYLER TECHNOLOGIES</b>					
TYLER TECHNOLOGIES	025-253186	04/01/2019	ACCT.#42486	401-7-741-249-000	7,698.00
<b>Vendor TYLER TECHNOLOGIES Total:</b>					<b>7,698.00</b>
<b>Vendor: WEX BANK</b>					
WEX BANK	58491196	04/01/2019	ACCT.#0496-00-237636-6	401-7-752-223-000	1,875.53
WEX BANK	58491196	04/01/2019	ACCT.#0496-00-237636-6	401-7-752-223-000	-11.98
WEX BANK	58491196	04/01/2019	ACCT.#0496-00-237636-6	412-8-815-227-000	486.96
WEX BANK	58491196	04/01/2019	ACCT.#0496-00-237636-6	414-8-819-227-000	531.28
<b>Vendor WEX BANK Total:</b>					<b>2,881.79</b>
<b>Vendor: XCEL ENERGY SERVICES INC</b>					
XCEL ENERGY SERVICES INC	CC019546	04/01/2019	ACCT.#54-3943811-2	452-8-832-341-000	77.01
XCEL ENERGY SERVICES INC	CC019546	04/01/2019	ACCT.#54-0012497197-2	452-8-832-341-000	25.77
XCEL ENERGY SERVICES INC	CC019547	04/01/2019	ACCT.#54-3949442-7	401-6-645-341-000	1,049.99
XCEL ENERGY SERVICES INC	CC019547	04/01/2019	ACCT.#54-3949442-7	401-6-692-341-000	5,365.67
XCEL ENERGY SERVICES INC	CC019547	04/01/2019	ACCT.#54-3949442-7	401-6-692-341-000	474.01
XCEL ENERGY SERVICES INC	CC019548	04/01/2019	ACCT.#54-3943785-9	412-8-815-341-000	64.77
XCEL ENERGY SERVICES INC	CC019548	04/01/2019	ACCT.#54-3943782-6	412-8-815-341-000	52.48
XCEL ENERGY SERVICES INC	CC019549	04/01/2019	ACCT.#54-3943607-4	401-7-751-341-000	100.65
XCEL ENERGY SERVICES INC	CC019550	04/01/2019	ACCT.#54-0010784288-9	412-8-815-341-000	133.88
XCEL ENERGY SERVICES INC	CC019551	04/01/2019	ACCT.#54-8936266-1	412-8-815-341-000	262.66
<b>Vendor XCEL ENERGY SERVICES INC Total:</b>					<b>7,606.89</b>
<b>Grand Total:</b>					<b>446,873.94</b>



## Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	173,994.80
402 - ROAD FUND	53,421.90
408 - EAST GRAND PLAINS VOLFIRE	130.75
410 - MIDWAY VOLUNTEER FIRE FND	340.54
411 - BERRENDO VOLUNTEER FIRE	115.82
412 - SIERRA VOLUNTEER FIRE FND	1,000.75
414 - CC FIRE DIST #8 VOL FIRE	693.07
427 - INDIGENT HOSPITAL CLAIMS	146,579.58
431 - PUBLIC SAFETY GRANT	314.58
432 - DWI GRANT FUNDS	15,278.13
435 - CORRECTION GRANTS	2,731.80
437 - ENVIRONMENTAL TAX	782.30
452 - FLOOD CONTROL	13,987.72
605 - ECONOMIC DEVELOPMENT PROJ	25,000.00
628 - PROPERTY VALUATION	5,334.31
631 - OTHER GRANTS & CONTRACTS	7,167.89
<b>Grand Total:</b>	<b>446,873.94</b>

## Account Summary

Account Number	Account Name	Expense Amount
401-2-200-005-000	GROUP INSURANCE PAY	1,986.14
401-2-200-007-000	MEDICAL INSURANCE PA	150,501.30
401-2-200-021-000	VISION CARE PAYABLE	1,520.20
401-6-619-260-000	PROFESSIONAL SERVICE	1,500.00
401-6-645-341-000	UTILITIES	1,049.99
401-6-691-243-000	HIGHWAY LIGHTS	455.94
401-6-691-341-000	UTILITIES	36.21
401-6-692-341-000	UTILITIES	5,839.68
401-6-693-341-000	UTILITIES	97.17
401-7-722-226-000	MILEAGE REIMBURSEME	180.90
401-7-741-104-000	TEMPORARY SALARIES	976.97
401-7-741-226-000	MILEAGE REIMBURSEME	188.10
401-7-741-249-000	EQUIP MAINT/AGREEME	7,698.00
401-7-751-341-000	UTILITIES	100.65
401-7-752-223-000	VEHICLE FUELS	1,863.55
402-2-200-005-000	GROUP INSURANCE PAY	492.60
402-2-200-007-000	MEDICAL INSURANCE PA	37,490.97
402-2-200-021-000	VISION CARE PAYABLE	374.61
402-6-651-260-000	PROFESSIONAL SERVICE	337.65
402-6-651-341-000	UTILITIES	78.77
402-6-653-251-000	RENTALS	14,647.30
408-8-812-251-000	RENTALS	109.32
408-8-812-340-000	TELEPHONE	21.43
410-8-816-341-000	UTILITIES	340.54
411-8-814-341-000	UTILITIES	115.82
412-8-815-227-000	TRANSPORTATION EXPE	486.96
412-8-815-341-000	UTILITIES	513.79
414-8-819-227-000	TRANSPORTATION EXPE	531.28
414-8-819-341-000	UTILITIES	161.79
427-2-200-005-000	GROUP INSURANCE PAY	20.40
427-2-200-007-000	MEDICAL INSURANCE PA	1,023.38
427-2-200-021-000	VISION CARE PAYABLE	5.70
427-6-639-268-000	CARE OF PRISONER SER	144,930.10
427-6-639-296-000	INDIGENT BURIAL	600.00
431-2-200-005-000	GROUP INSURANCE PAY	5.06
431-2-200-007-000	MEDICAL INSURANCE PA	306.25
431-2-200-021-000	VISION CARE PAYABLE	3.27
432-2-200-005-000	GROUP INSURANCE PAY	35.30
432-2-200-007-000	MEDICAL INS. PAYABLE	4,528.62

**Account Summary**

Account Number	Account Name	Expense Amount
432-2-200-021-000	VISION CARE PAYABLE	47.55
432-7-761-267-000	CONTRACTUAL SERVICES	7,666.66
432-7-766-267-000	CONTRACTUAL SERVICES	3,000.00
435-2-200-005-000	GROUP INSURANCE PAY	35.30
435-2-200-007-000	MEDICAL INSURANCE PA	2,667.52
435-2-200-021-000	VISION CARE PAYABLE	28.98
437-2-200-005-000	GROUP INSURANCE PAY	9.70
437-2-200-007-000	MEDICAL INSURANCE PA	595.13
437-6-659-341-000	UTILITIES	177.47
452-2-200-005-000	GROUP INSURANCE PAY	134.10
452-2-200-007-000	MEDICAL INSURANCE PA	9,833.37
452-2-200-021-000	VISION CARE PAYABLE	90.55
452-8-832-231-000	NON-EXPENDABLE SUPP	3,800.00
452-8-832-267-000	CONTRACTUAL SERVICES	26.92
452-8-832-341-000	UTILITIES	102.78
605-6-672-428-000	ECONOMIC GRANTS TO	25,000.00
628-2-200-005-000	GROUP INSURANCE PAY	74.50
628-2-200-007-000	MEDICAL INSURANCE PA	5,211.06
628-2-200-021-000	VISION CARE PAYABLE	48.75
631-8-884-247-000	CONSTRUCTION	1,017.89
631-8-885-267-000	OTHER CONTRACT SERVI	6,150.00
	<b>Grand Total:</b>	<b>446,873.94</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	446,873.94
<b>Grand Total:</b>	<b>446,873.94</b>

**Approved For Payment**  




# Expense Approval Register

Packet: APPKT00956 - CHECK RUN/04/12/19

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: ABC PROPANE INC</b>					
ABC PROPANE INC	209255	04/01/2019	ACCT.#102721	452-8-832-223-000	2,526.98
ABC PROPANE INC	209256	04/01/2019	ACCT.#102721	452-8-832-223-000	1,099.22
ABC PROPANE INC	209291	04/01/2019	ACCT.#102721	452-8-832-223-000	2,518.92
ABC PROPANE INC	209292	04/01/2019	ACCT.#102721	452-8-832-223-000	1,238.96
<b>Vendor ABC PROPANE INC Total:</b>					<b>7,384.08</b>
<b>Vendor: BAMBI NALLEY</b>					
BAMBI NALLEY	INV0003034	04/11/2019	SEELY DM-2013-443	401-2-200-018-000	115.38
<b>Vendor BAMBI NALLEY Total:</b>					<b>115.38</b>
<b>Vendor: BELL GAS INC.</b>					
BELL GAS INC.	18066	04/04/2019	ACCT.#10693	402-6-653-223-000	19,663.04
BELL GAS INC.	244802	04/09/2019	ACCT.#70065	402-6-653-223-000	2,789.09
<b>Vendor BELL GAS INC. Total:</b>					<b>22,452.13</b>
<b>Vendor: CARRIE HARDY</b>					
CARRIE HARDY	INV0003031	04/11/2019	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
<b>Vendor CARRIE HARDY Total:</b>					<b>250.00</b>
<b>Vendor: CHAVES COUNTY C.A.S.A.</b>					
CHAVES COUNTY C.A.S.A.	8 CASA-DV-1	04/11/2019	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	2,333.33
CHAVES COUNTY C.A.S.A.	9 ALT ED	04/11/2019	CONTINUUM GRANT/FY 18-1	631-8-885-267-000	3,000.00
CHAVES COUNTY C.A.S.A.	9 GS-1	04/11/2019	CONTINUUM GRANT/FY 18-1	631-8-885-267-000	1,650.00
CHAVES COUNTY C.A.S.A.	9 YA-1	04/11/2019	CONTINUUM GRANT/FY 18-1	631-8-885-267-000	3,895.00
<b>Vendor CHAVES COUNTY C.A.S.A. Total:</b>					<b>10,878.33</b>
<b>Vendor: CITY OF ROSWELL</b>					
CITY OF ROSWELL	CC019559	04/01/2019	ACCT.#137415-52228	452-8-832-341-000	17.47
CITY OF ROSWELL	CC019575	04/01/2019	ACCT.#137417-52246	402-6-653-291-000	232.74
CITY OF ROSWELL	CC019576	04/01/2019	ACCT.#137417-52230	402-6-653-291-000	92.98
CITY OF ROSWELL	CC019577	04/01/2019	ACCT.#137417-52234	402-6-653-291-000	31.93
CITY OF ROSWELL	CC019578	04/01/2019	ACC.T#137417-52238	402-6-653-291-000	136.35
CITY OF ROSWELL	CC019579	04/01/2019	ACCT.#137417-52240	402-6-653-291-000	17.47
CITY OF ROSWELL	CC019580	04/01/2019	ACCT.#137417-52242	402-6-653-291-000	59.24
<b>Vendor CITY OF ROSWELL Total:</b>					<b>588.18</b>
<b>Vendor: CITY OF ROSWELL</b>					
CITY OF ROSWELL	CC019581	04/01/2019	ACCT.#44	437-6-659-242-000	12,585.06
<b>Vendor CITY OF ROSWELL Total:</b>					<b>12,585.06</b>
<b>Vendor: CITY OF ROSWELL</b>					
CITY OF ROSWELL	CC019557	04/05/2019	ANNUAL ALLOCATION/FY 18-	635-6-671-409-000	131,035.38
<b>Vendor CITY OF ROSWELL Total:</b>					<b>131,035.38</b>
<b>Vendor: COOPERATIVE EDUCATIONAL SVCS.</b>					
COOPERATIVE EDUCATIONAL	24-086176	04/01/2019	ACCT.#CHAVESCOUNTY	650-6-684-230-000	5,052.68
COOPERATIVE EDUCATIONAL	24-086983	04/05/2019	ACCT.#CHAVESCOUNTY	650-6-684-230-000	649.98
COOPERATIVE EDUCATIONAL	24-087093	04/09/2019	ACCT.#CHAVESCOUNTY	452-8-821-376-000	230,807.40
COOPERATIVE EDUCATIONAL	24-087189	04/10/2019	ACCT.#CHAVESCOUNTY	401-6-691-230-000	150.84
COOPERATIVE EDUCATIONAL	24-087190	04/10/2019	ACCT.#24-087190	650-6-684-230-000	105.12
<b>Vendor COOPERATIVE EDUCATIONAL SVCS. Total:</b>					<b>236,766.02</b>
<b>Vendor: DEERE CREDIT INC</b>					
DEERE CREDIT INC	2141527	04/01/2019	ACCT.#030-0061556-006	402-6-653-251-000	4,055.51
DEERE CREDIT INC	2141782	04/01/2019	ACCT.#030-0067387-000	402-6-653-251-000	3,060.45
DEERE CREDIT INC	2141783	04/01/2019	ACCT.#030-0067399-000	402-6-653-251-000	3,060.45
<b>Vendor DEERE CREDIT INC Total:</b>					<b>10,176.41</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: DEMAREES PUMPING SERVICE</b>					
DEMAREES PUMPING SERVI	9559	04/01/2019	RENTAL & SERVICE	402-6-653-251-000	183.32
<b>Vendor DEMAREES PUMPING SERVICE Total:</b>					<b>183.32</b>
<b>Vendor: DIANE F. TAYLOR</b>					
DIANE F. TAYLOR	8 DT-2	04/10/2019	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	3,250.00
<b>Vendor DIANE F. TAYLOR Total:</b>					<b>3,250.00</b>
<b>Vendor: DINA FLORES</b>					
DINA FLORES	CC019558	04/09/2019	YOUTH MEMBER/CSB	631-8-885-260-000	20.00
<b>Vendor DINA FLORES Total:</b>					<b>20.00</b>
<b>Vendor: GLOBE LIFE AND ACCIDENT INS</b>					
GLOBE LIFE AND ACCIDENT I	INV0003025	04/11/2019	GLOBE LIFE PAYABLE	401-2-200-016-000	260.38
GLOBE LIFE AND ACCIDENT I	INV0003025	04/11/2019	GLOBE LIFE PAYABLE	402-2-200-016-000	355.36
GLOBE LIFE AND ACCIDENT I	INV0003025	04/11/2019	GLOBE LIFE PAYABLE	427-2-200-016-000	22.84
<b>Vendor GLOBE LIFE AND ACCIDENT INS Total:</b>					<b>638.58</b>
<b>Vendor: HAGERMAN/DEXTER SOIL AND WATER</b>					
HAGERMAN/DEXTER SOIL A	2019-002	04/05/2019	ANNUAL ALLOCALTION/FY 1	403-8-851-472-000	1,000.00
<b>Vendor HAGERMAN/DEXTER SOIL AND WATER Total:</b>					<b>1,000.00</b>
<b>Vendor: HOPPER PUMP &amp; DRILLING INC</b>					
HOPPER PUMP & DRILLING I	CC019571	04/01/2019	LABOR & MATERIAL	407-8-811-257-000	3,601.73
<b>Vendor HOPPER PUMP &amp; DRILLING INC Total:</b>					<b>3,601.73</b>
<b>Vendor: ITS/QUEST INC</b>					
ITS/QUEST INC	203055	04/03/2019	ACCT.#2369	401-7-741-104-000	976.97
<b>Vendor ITS/QUEST INC Total:</b>					<b>976.97</b>
<b>Vendor: IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507</b>					
IUPA, CHAVES COUNTY SHER	INV0003052	04/11/2019	James Dallas McDaniel Unio	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003053	04/11/2019	Joel Ramirez Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003054	04/11/2019	Maria R. Cassidy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003055	04/11/2019	Michael D. Shannon Union D	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003056	04/11/2019	Douglas C. Hohle Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003057	04/11/2019	James William Seely Union D	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003058	04/11/2019	Colter Childress Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003059	04/11/2019	Giovanny Ramirez Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003060	04/11/2019	Andres G. Salas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003061	04/11/2019	Amanda Beagles-Clark Union	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003062	04/11/2019	Travis W. Hardy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003063	04/11/2019	Jacob L. Sanchez Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003064	04/11/2019	Pedro J. Silvas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003065	04/11/2019	James Johnson Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003066	04/11/2019	Landon W. Stephenson Unio	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003067	04/11/2019	Jeromy W. Parmer Union Du	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003068	04/11/2019	Charles Drake Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003069	04/11/2019	Olivia Padilla Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003070	04/11/2019	David Whitzel Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003071	04/11/2019	Miguel Barrientos Union Due	401-2-200-010-000	25.00
<b>Vendor IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507 Total:</b>					<b>500.00</b>
<b>Vendor: J &amp; H SERVICES INC</b>					
J & H SERVICES INC	4761	04/05/2019	MATERIALS	402-6-653-291-000	10,765.16
<b>Vendor J &amp; H SERVICES INC Total:</b>					<b>10,765.16</b>
<b>Vendor: JAMES JOHNSON</b>					
JAMES JOHNSON	CC019560	04/09/2019	ALBUQUERQUE/04/09/19	650-6-684-228-000	10.00
<b>Vendor JAMES JOHNSON Total:</b>					<b>10.00</b>
<b>Vendor: JEANINE CORN BEST</b>					
JEANINE CORN BEST	INV0003033	04/11/2019	J.BEST/ Cause # DM-2007-01	452-2-200-018-000	154.62
<b>Vendor JEANINE CORN BEST Total:</b>					<b>154.62</b>
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>					
NEW MEXICO GAS COMPAN	CC019567	04/01/2019	ACCT.#076333413-0787459-	452-8-832-341-000	57.03
NEW MEXICO GAS COMPAN	CC019568	04/02/2019	ACCT.#076424512-0788370-	401-6-645-341-000	175.87

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO GAS COMPAN	CC019568	04/02/2019	ACCT.#076424512-0788370-	401-6-692-341-000	79.40
NEW MEXICO GAS COMPAN	CC019568	04/02/2019	ACCT.#076424512-0788370-	401-6-692-341-000	898.75
NEW MEXICO GAS COMPAN	CC019569	04/01/2019	ACCT.#076846512-1202378-	411-8-814-341-000	139.27
NEW MEXICO GAS COMPAN	CC019570	04/02/2019	ACCT.#075706312-1236482-	414-8-819-341-000	288.71
<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>					<b>1,639.03</b>

Vendor: NM RETIREE HEALTH CARE AUTHORITY

NM RETIREE HEALTH CARE A	INV0003049	04/11/2019	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,362.00
NM RETIREE HEALTH CARE A	INV0003049	04/11/2019	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,702.33
NM RETIREE HEALTH CARE A	INV0003049	04/11/2019	NM RETIREE HEALTH CARE P	427-2-200-020-000	100.44
NM RETIREE HEALTH CARE A	INV0003049	04/11/2019	NM RETIREE HEALTH CARE P	432-2-200-020-000	148.05
NM RETIREE HEALTH CARE A	INV0003049	04/11/2019	NM RETIREE HEALTH CARE P	435-2-200-020-000	124.92
NM RETIREE HEALTH CARE A	INV0003049	04/11/2019	NM RETIREE HEALTH CARE P	437-2-200-020-000	51.60
NM RETIREE HEALTH CARE A	INV0003049	04/11/2019	NM RETIREE HEALTH CARE P	452-2-200-020-000	406.85
NM RETIREE HEALTH CARE A	INV0003049	04/11/2019	NM RETIREE HEALTH CARE P	628-2-200-020-000	239.85
NM RETIREE HEALTH CARE A	INV0003050	04/11/2019	NM Retiree HealthCare Law	401-2-200-020-000	2,667.14
<b>Vendor NM RETIREE HEALTH CARE AUTHORITY Total:</b>					<b>11,803.18</b>

Vendor: ROBERTS TRUCK CENTER OF TX

ROBERTS TRUCK CENTER OF	402176260	04/01/2019	ACCT.#139839	402-6-653-221-000	826.29
<b>Vendor ROBERTS TRUCK CENTER OF TX Total:</b>					<b>826.29</b>

Vendor: ROSWELL CHAMBER OF COMMERCE

ROSWELL CHAMBER OF CO	12551	04/10/2019	ANNUAL ALLOCATION/FY 18-	401-6-672-426-000	4,791.66
<b>Vendor ROSWELL CHAMBER OF COMMERCE Total:</b>					<b>4,791.66</b>

Vendor: ROSWELL CHAVES COUNTY EDC

ROSWELL CHAVES COUNTY E	FY 18-19-9	04/05/2019	ANNUAL ALLOCATION/FY 18-	605-6-672-428-000	4,062.50
<b>Vendor ROSWELL CHAVES COUNTY EDC Total:</b>					<b>4,062.50</b>

Vendor: ROSWELL W.F.L., INC

ROSWELL W.F.L., INC	8 WINGS-2	04/09/2019	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	2,500.00
<b>Vendor ROSWELL W.F.L., INC Total:</b>					<b>2,500.00</b>

Vendor: SOUTHWESTERN WIRELESS

SOUTHWESTERN WIRELESS	CC019572	04/01/2019	HAGERMAN TOWER	631-8-884-231-000	7,320.00
SOUTHWESTERN WIRELESS	CC019573	04/01/2019	HAGERMAN TOWER	631-8-884-231-000	2,674.68
<b>Vendor SOUTHWESTERN WIRELESS Total:</b>					<b>9,994.68</b>

Vendor: STATE OF NEW MEXICO

STATE OF NEW MEXICO	INV0003028	04/11/2019	C Childress/Cause# 0001110	401-2-200-018-000	71.08
STATE OF NEW MEXICO	INV0003030	04/11/2019	A.Perez/Cause# 165742	401-2-200-018-000	151.85
STATE OF NEW MEXICO	INV0003032	04/11/2019	S Ouillette/000085580	401-2-200-018-000	201.23
STATE OF NEW MEXICO	INV0003035	04/11/2019	J.JOHNSON 000088516	401-2-200-018-000	449.54
STATE OF NEW MEXICO	INV0003036	04/11/2019	000154416 J. TARIN	401-2-200-018-000	94.62
STATE OF NEW MEXICO	INV0003037	04/11/2019	8954 MATTA	402-2-200-018-000	138.46
STATE OF NEW MEXICO	INV0003039	04/11/2019	000237989-SALS BERRY	401-2-200-018-000	179.08
STATE OF NEW MEXICO	INV0003040	04/11/2019	000207247-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0003041	04/11/2019	000161340-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0003042	04/11/2019	000112931-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0003043	04/11/2019	000324111-GODFREY	401-2-200-018-000	168.00
<b>Vendor STATE OF NEW MEXICO Total:</b>					<b>1,887.48</b>

Vendor: STUART C COX, CHAPTER 13 TRUSTEE

STUART C COX, CHAPTER 13	INV0003072	04/11/2019	GERARDO PADILLA-CASE#18-	401-2-200-011-000	150.00
<b>Vendor STUART C COX, CHAPTER 13 TRUSTEE Total:</b>					<b>150.00</b>

Vendor: SUPREME MAINTENANCE

SUPREME MAINTENANCE	30212	04/01/2019	ACCT.#2061	401-6-691-267-000	2,711.57
SUPREME MAINTENANCE	30213	04/01/2019	CUSTOMER #2062	401-6-696-267-000	472.69
SUPREME MAINTENANCE	30214	04/01/2019	ACCT.#2063	401-6-693-267-000	1,951.68
SUPREME MAINTENANCE	30216	04/01/2019	ACCT.#2065	401-6-694-267-000	309.26
<b>Vendor SUPREME MAINTENANCE Total:</b>					<b>5,445.20</b>

Vendor: TEXAS CHILD SUPPORT SDU

TEXAS CHILD SUPPORT SDU	INV0003029	04/11/2019	AG# 0012436698/Cause#CC-	401-2-200-018-000	158.31
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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TEXAS CHILD SUPPORT SDU	INV0003038	04/11/2019	0009646845 MATTA,RAY	402-2-200-011-000	189.98
Vendor TEXAS CHILD SUPPORT SDU Total:					348.29
<b>Vendor: THE FORD HOUSE, LLC</b>					
THE FORD HOUSE, LLC	201921	04/01/2019	ACCT.#RF1017283	402-6-653-221-000	1,043.98
Vendor THE FORD HOUSE, LLC Total:					1,043.98
<b>Vendor: THE ROSWELL REFUGE</b>					
THE ROSWELL REFUGE	9 RR-1	04/09/2019	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	2,666.66
Vendor THE ROSWELL REFUGE Total:					2,666.66
<b>Vendor: THOMASON LAW FIRM</b>					
THOMASON LAW FIRM	INV0003073	04/11/2019	M-7-CV-2016-00041	401-2-200-011-000	211.47
Vendor THOMASON LAW FIRM Total:					211.47
<b>Vendor: TYLER TECHNOLOGIES</b>					
TYLER TECHNOLOGIES	025-253187	04/01/2019	ACCT.#42486	401-7-732-249-000	4,722.00
TYLER TECHNOLOGIES	025-253187	04/01/2019	ACCT.#42486	628-7-733-249-000	4,722.00
Vendor TYLER TECHNOLOGIES Total:					9,444.00
<b>Vendor: U.S. DEPT OF EDUCATION</b>					
U.S. DEPT OF EDUCATION	INV0003074	04/11/2019	#1002590964	435-2-200-011-000	111.12
Vendor U.S. DEPT OF EDUCATION Total:					111.12
<b>Vendor: USDA, ANMIAL PLANT HEALTH INSPECTION</b>					
USDA, ANMIAL PLANT HEALT	3003051405	04/01/2019	CUSTOMER #6003036	401-6-671-480-000	22,152.06
Vendor USDA, ANMIAL PLANT HEALTH INSPECTION Total:					22,152.06
<b>Vendor: VALERIE J. RAMIREZ</b>					
VALERIE J. RAMIREZ	INV0003051	04/11/2019	H. RAMIREZ DM-2017-00105	401-2-200-018-000	92.31
Vendor VALERIE J. RAMIREZ Total:					92.31
<b>Vendor: VERMEER SALES SOUTHEST INC</b>					
VERMEER SALES SOUTHEST I	60006278	04/01/2019	ACCT.#11414	402-6-681-373-000	114,350.00
Vendor VERMEER SALES SOUTHEST INC Total:					114,350.00
<b>Vendor: WATSON TRUCK &amp; SUPPLY INC</b>					
WATSON TRUCK & SUPPLY IN	308270D0	04/01/2019	ACCT.#336302	402-6-653-221-000	705.54
Vendor WATSON TRUCK & SUPPLY INC Total:					705.54
<b>Vendor: XCEL ENERGY SERVICES INC</b>					
XCEL ENERGY SERVICES INC	CC019564	04/04/2019	ACCT.#54-3943758-6	401-6-691-243-000	38.58
XCEL ENERGY SERVICES INC	CC019565	04/04/2019	ACCT.#54-3943777-9	401-6-691-243-000	41.99
XCEL ENERGY SERVICES INC	CC019566	04/03/2019	ACCT.#54-1485939-1	401-6-691-243-000	40.01
Vendor XCEL ENERGY SERVICES INC Total:					120.58
Grand Total:					647,677.38

## Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	52,029.34
402 - ROAD FUND	163,459.67
403 - FARM & RANGE FUND	1,000.00
407 - DUNKEN VOLUNTEER FIRE FND	3,601.73
411 - BERRENDO VOLUNTEER FIRE	139.27
414 - CC FIRE DIST #8 VOL FIRE	288.71
427 - INDIGENT HOSPITAL CLAIMS	123.28
432 - DWI GRANT FUNDS	10,898.04
435 - CORRECTION GRANTS	236.04
437 - ENVIRONMENTAL TAX	12,636.66
452 - FLOOD CONTROL	238,827.45
605 - ECONOMIC DEVELOPMENT PROJ	4,062.50
628 - PROPERTY VALUATION	4,961.85
631 - OTHER GRANTS & CONTRACTS	18,559.68
635 - EMERGENCY/CAPITAL OUTLAY	131,035.38
650 - DETENTION CONSTRUCTION PJ	5,817.78
<b>Grand Total:</b>	<b>647,677.38</b>

## Account Summary

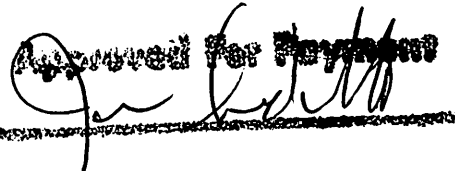
Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	500.00
401-2-200-011-000	MISCELLANEOUS PAYABL	361.47
401-2-200-016-000	GLOBE LIFE PAYABLE	260.38
401-2-200-018-000	CHILD ENFORCEMENT P	2,365.02
401-2-200-020-000	RETIREE H/C PAYABLE	9,029.14
401-6-645-341-000	UTILITIES	175.87
401-6-671-480-000	USDA - ANIMAL CONTR	22,152.06
401-6-672-426-000	CHAMBER OF COMMER	4,791.66
401-6-691-230-000	SUPPLIES/TOOLS	150.84
401-6-691-243-000	HIGHWAY LIGHTS	120.58
401-6-691-267-000	CONTRACTUAL SERVICES	2,711.57
401-6-692-341-000	UTILITIES	978.15
401-6-693-267-000	CONTRACTUAL SERVICES	1,951.68
401-6-694-267-000	CONTRACTUAL SERVICES	309.26
401-6-696-267-000	CONTRACTUAL SERVICES	472.69
401-7-732-249-000	EQUIPMENT MAINT/AG	4,722.00
401-7-741-104-000	TEMPORARY SALARIES	976.97
402-2-200-011-000	MISCELLANEOUS PAYABL	189.98
402-2-200-016-000	GLOBE LIFE PAYABLE	355.36
402-2-200-018-000	CHILD ENFORCEMENT P	138.46
402-2-200-020-000	RETIREE H/C PAYABLE	1,702.33
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	2,575.81
402-6-653-223-000	VEHICLE FUELS	22,452.13
402-6-653-251-000	RENTALS	10,359.73
402-6-653-291-000	ROAD PROJECTS-OTHER	11,335.87
402-6-681-373-000	HEAVY EQUIPMENT	114,350.00
403-8-851-472-000	HAGERMAN/DEXTER S&	1,000.00
407-8-811-257-000	FACILITY MAINTENANCE	3,601.73
411-8-814-341-000	UTILITIES	139.27
414-8-819-341-000	UTILITIES	288.71
427-2-200-016-000	GLOBE LIFE PAYABLE	22.84
427-2-200-020-000	RETIREE H/C PAYABLE	100.44
432-2-200-020-000	RETIREE H/C PAYABLE	148.05
432-7-761-267-000	CONTRACTUAL SERVICES	10,749.99
435-2-200-011-000	MISCELLANEOUS PAYABL	111.12
435-2-200-020-000	RETIREE H/C PAYABLE	124.92
437-2-200-020-000	RETIREE H/C PAYABLE	51.60
437-6-659-242-000	LANDFILL EXPENSES	12,585.06
452-2-200-018-000	CHILD ENFORCEMENT P	154.62

**Account Summary**

Account Number	Account Name	Expense Amount
452-2-200-020-000	RETIREE H/C PAYABLE	406.85
452-8-821-376-000	BUILDINGS & CONSTRU	230,807.40
452-8-832-223-000	VEHICLE FUELS	7,384.08
452-8-832-341-000	UTILITIES	74.50
605-6-672-428-000	ECONOMIC GRANTS TO	4,062.50
628-2-200-020-000	RETIREE H/C PAYABLE	239.85
628-7-733-249-000	EQUIPMENT MAINT/AG	4,722.00
631-8-884-231-000	NON-EXPENDABLE SUPP	9,994.68
631-8-885-260-000	PROFESSIONAL SERVICE	20.00
631-8-885-267-000	OTHER CONTRACT SERVI	8,545.00
635-6-671-409-000	CITY OF ROSWELL SPECI	131,035.38
650-6-684-228-000	TRANSPORT PRISONERS	10.00
650-6-684-230-000	SUPPLIES/TOOLS	5,807.78
	<b>Grand Total:</b>	<b>647,677.38</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	647,677.38
	<b>Grand Total:</b> <b>647,677.38</b>

Approved for Payment  






# Expense Approval Register

Packet: APPKT00959 - CHECK RUN/04/18/19

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: ACCURATE TESTING LLC</b>					
ACCURATE TESTING LLC	903	04/01/2019	PROFESSIONAL SERVICES	401-6-613-246-000	1,401.83
<b>Vendor ACCURATE TESTING LLC Total:</b>					<b>1,401.83</b>
<b>Vendor: BENCHMARK BUSINESS SOLUTIONS</b>					
BENCHMARK BUSINESS SOL	24470917	04/01/2019	ACCT.#014-1392174-000	401-6-631-251-000	149.82
BENCHMARK BUSINESS SOL	24511254	04/01/2019	ACCT.#003-1344694-000	670-6-671-375-000	249.69
<b>Vendor BENCHMARK BUSINESS SOLUTIONS Total:</b>					<b>399.51</b>
<b>Vendor: BOB TURNER'S FORD COUNTRY</b>					
BOB TURNER'S FORD COUNT	9397	04/09/2019	VIN#1FD8W3HT2KED	402-6-681-372-000	49,549.00
<b>Vendor BOB TURNER'S FORD COUNTRY Total:</b>					<b>49,549.00</b>
<b>Vendor: BRUCKNER TRUCK SALES</b>					
BRUCKNER TRUCK SALES	488861H	04/03/2019	ACCT.#H105500	402-6-653-221-000	197.50
<b>Vendor BRUCKNER TRUCK SALES Total:</b>					<b>197.50</b>
<b>Vendor: CHARLOTTE ANDRADE</b>					
CHARLOTTE ANDRADE	CC019595	04/15/2019	STATE AUDIT TRAINING/04/1	401-7-741-226-000	181.35
<b>Vendor CHARLOTTE ANDRADE Total:</b>					<b>181.35</b>
<b>Vendor: CINTAS CORPORATION #2</b>					
CINTAS CORPORATION #2	8404102171	04/12/2019	ACCT.#10187763	402-6-653-230-000	273.12
<b>Vendor CINTAS CORPORATION #2 Total:</b>					<b>273.12</b>
<b>Vendor: COOPERATIVE EDUCATIONAL SVCS.</b>					
COOPERATIVE EDUCATIONAL	24-087282	04/11/2019	ACCT.#CHAVESCOUNTY	650-6-684-230-000	246.27
COOPERATIVE EDUCATIONAL	24-087285	04/11/2019	ACCT.#CHAVESCOUNTY	650-6-684-230-000	140.00
<b>Vendor COOPERATIVE EDUCATIONAL SVCS. Total:</b>					<b>386.27</b>
<b>Vendor: COUNTY OF LEA</b>					
COUNTY OF LEA	CC019598	04/01/2019	ARREST #37172	650-6-684-268-000	600.00
COUNTY OF LEA	CC019599	04/01/2019	ARREST #35018	650-6-684-268-000	700.00
<b>Vendor COUNTY OF LEA Total:</b>					<b>1,300.00</b>
<b>Vendor: DEERE CREDIT INC</b>					
DEERE CREDIT INC	2145404	04/09/2019	ACCT.#030-0061556-007	402-6-653-251-000	3,235.72
<b>Vendor DEERE CREDIT INC Total:</b>					<b>3,235.72</b>
<b>Vendor: DIANE F. TAYLOR</b>					
DIANE F. TAYLOR	CC019597	04/17/2019	CERTIFICATES	432-7-761-230-000	85.97
<b>Vendor DIANE F. TAYLOR Total:</b>					<b>85.97</b>
<b>Vendor: HAGERMAN MUNICIPAL SCHOOLS</b>					
HAGERMAN MUNICIPAL SCH	7-1	04/17/2019	DWI DISTRIBUTION FUNDS/F	432-7-761-267-000	1,000.00
HAGERMAN MUNICIPAL SCH	8-1	04/17/2019	DWI DISTRIBUTION FUNDS/F	432-7-761-267-000	1,000.00
<b>Vendor HAGERMAN MUNICIPAL SCHOOLS Total:</b>					<b>2,000.00</b>
<b>Vendor: ITS/QUEST INC</b>					
ITS/QUEST INC	203266	04/10/2019	ACCT.#2369	401-7-741-104-000	781.58
<b>Vendor ITS/QUEST INC Total:</b>					<b>781.58</b>
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>					
NEW MEXICO GAS COMPAN	CC019586	04/08/2019	ACCT.#076846512-0792590-	411-8-814-341-000	91.97
NEW MEXICO GAS COMPAN	CC019587	04/09/2019	ACCT.#077058012-0794705-	410-8-816-341-000	102.22
NEW MEXICO GAS COMPAN	CC019588	04/09/2019	ACCT.#077227312-0796398-	408-8-812-341-000	112.03
NEW MEXICO GAS COMPAN	CC019588	04/09/2019	ACCT.#077227312-1237385-	408-8-812-341-000	83.75
NEW MEXICO GAS COMPAN	CC019589	04/08/2019	ACCT.#077937001-0803495-	411-8-814-341-000	49.09
NEW MEXICO GAS COMPAN	CC019600	04/12/2019	ACCT.#115435453-0797988-	401-6-699-341-000	26.84
NEW MEXICO GAS COMPAN	CC019601	04/12/2019	ACCT.#077991703-0797981-	401-6-691-341-000	36.34
NEW MEXICO GAS COMPAN	CC019802	04/12/2019	ACCT.#077991703-0797982-	401-6-691-341-000	54.37
<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>					<b>556.61</b>

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Packet: APPKT00959 - CHECK RUN/04/18/19

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: NMAC TREASURERS AFFILIATE</b>					
NMAC TREASURERS AFFILIAT	2019-1	04/12/2019	ANNUAL DUES	401-7-741-253-000	25.00
<b>Vendor NMAC TREASURERS AFFILIATE Total:</b>					<b>25.00</b>
<b>Vendor: OLIVIA PADILLA</b>					
OLIVIA PADILLA	CC019594	04/12/2019	GRANTS/04/12/19	650-6-684-228-000	10.00
<b>Vendor OLIVIA PADILLA Total:</b>					<b>10.00</b>
<b>Vendor: ROSWELL TIRE &amp; APPLIANCE</b>					
ROSWELL TIRE & APPLIANCE	157607	04/10/2019	ACCT.#980409932	402-6-653-222-000	2,340.48
<b>Vendor ROSWELL TIRE &amp; APPLIANCE Total:</b>					<b>2,340.48</b>
<b>Vendor: SANDRA RODRIGUEZ</b>					
SANDRA RODRIGUEZ	CC019582	04/15/2019	LEADERSHIP PROGRAM/04/0	401-6-625-226-000	182.70
SANDRA RODRIGUEZ	CC019583	04/15/2019	STATE AUDIT TRAINING/04/1	401-6-625-226-000	174.60
<b>Vendor SANDRA RODRIGUEZ Total:</b>					<b>357.30</b>
<b>Vendor: SUMMIT FOOD SERVICE</b>					
SUMMIT FOOD SERVICE	INV2000045918	04/12/2019	ACCT.#C1921000	650-6-684-264-000	55,282.75
SUMMIT FOOD SERVICE	INV2000045919	04/12/2019	ACCT.#C1921001	401-6-645-264-000	2,622.12
<b>Vendor SUMMIT FOOD SERVICE Total:</b>					<b>57,904.87</b>
<b>Vendor: TONI GOMEZ</b>					
TONI GOMEZ	CC019596	04/17/2019	STATE AUDIT TRAINING/04/1	401-7-741-226-000	186.75
<b>Vendor TONI GOMEZ Total:</b>					<b>186.75</b>
<b>Vendor: WAKEFIELD OIL CO. INC.</b>					
WAKEFIELD OIL CO. INC.	158314	04/01/2019	ACCT.#CHAVES	402-6-653-230-000	1,493.77
WAKEFIELD OIL CO. INC.	158760	04/08/2019	ACCT.#CHAVES	402-6-653-230-000	952.98
WAKEFIELD OIL CO. INC.	159049	04/17/2019	ACCT.#CHAVES	402-6-653-230-000	624.00
<b>Vendor WAKEFIELD OIL CO. INC. Total:</b>					<b>3,070.75</b>
<b>Vendor: XCEL ENERGY SERVICES INC</b>					
XCEL ENERGY SERVICES INC	CC019590	04/11/2019	ACCT.#54-3943824-7	401-6-612-341-000	89.92
XCEL ENERGY SERVICES INC	CC019590	04/11/2019	ACCT.#54-3943824-7	401-6-613-341-000	89.92
XCEL ENERGY SERVICES INC	CC019590	04/11/2019	ACCT.#54-3943824-7	401-6-616-341-000	89.92
XCEL ENERGY SERVICES INC	CC019590	04/11/2019	ACCT.#54-3943824-7	401-6-621-341-000	89.92
XCEL ENERGY SERVICES INC	CC019590	04/11/2019	ACCT.#54-3943824-7	401-6-621-341-000	179.85
XCEL ENERGY SERVICES INC	CC019590	04/11/2019	ACCT.#54-3943824-7	401-6-622-341-000	341.09
XCEL ENERGY SERVICES INC	CC019590	04/11/2019	ACCT.#54-3943824-7	401-6-624-341-000	412.41
XCEL ENERGY SERVICES INC	CC019590	04/11/2019	ACCT.#54-3943824-7	401-6-625-341-000	89.92
XCEL ENERGY SERVICES INC	CC019590	04/11/2019	ACCT.#54-3943824-7	401-6-631-341-000	186.05
XCEL ENERGY SERVICES INC	CC019590	04/11/2019	ACCT.#543943824-7	401-6-632-341-000	120.31
XCEL ENERGY SERVICES INC	CC019590	04/11/2019	ACCT.#54-3943824-7	401-7-721-341-000	1,276.91
XCEL ENERGY SERVICES INC	CC019590	04/11/2019	ACCT. #54-3943824-7	401-7-731-341-000	757.22
XCEL ENERGY SERVICES INC	CC019590	04/11/2019	ACCT.#54-3943824-7	401-7-741-341-000	548.22
XCEL ENERGY SERVICES INC	CC019590	04/11/2019	ACCT.#54-3943824-7	401-7-751-341-000	1,743.90
XCEL ENERGY SERVICES INC	CC019590	04/11/2019	ACCT.#54-3943824-7	427-6-638-341-000	186.06
XCEL ENERGY SERVICES INC	CC019591	04/11/2019	ACCT.#54-1632663-1	401-6-691-341-000	27.99
XCEL ENERGY SERVICES INC	CC019591	04/11/2019	ACCT.#54-1632663-1	401-6-691-341-000	403.68
XCEL ENERGY SERVICES INC	CC019591	04/11/2019	ACCT.#54-1632663-1	401-6-699-341-000	65.26
XCEL ENERGY SERVICES INC	CC019591	04/11/2019	ACCT.#54-1632663-1	401-6-699-341-000	196.36
XCEL ENERGY SERVICES INC	CC019591	04/11/2019	ACCT.#54-1632663-1	401-6-699-341-000	161.58
XCEL ENERGY SERVICES INC	CC019591	04/11/2019	ACCT.#54-1632663-1	401-6-699-341-000	188.51
XCEL ENERGY SERVICES INC	CC019591	04/11/2019	ACCT.#54-1632663-1	437-6-659-341-000	28.43
XCEL ENERGY SERVICES INC	CC019592	04/10/2019	ACCT.#54-3943804-3	401-6-693-341-000	1,063.07
XCEL ENERGY SERVICES INC	CC019593	04/10/2019	ACCT.#54-3949473-4	411-8-814-341-000	187.61
<b>Vendor XCEL ENERGY SERVICES INC Total:</b>					<b>8,524.11</b>
<b>Grand Total:</b>					<b>132,767.72</b>

## Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	13,945.31
402 - ROAD FUND	58,666.57
408 - EAST GRAND PLAINS VOLFIRE	195.78
410 - MIDWAY VOLUNTEER FIRE FND	102.22
411 - BERRENDO VOLUNTEER FIRE	328.67
427 - INDIGENT HOSPITAL CLAIMS	186.06
432 - DWI GRANT FUNDS	2,085.97
437 - ENVIRONMENTAL TAX	28.43
650 - DETENTION CONSTRUCTION PJ	56,979.02
670 - INTERNAL SERVICES	249.69
<b>Grand Total:</b>	<b>132,767.72</b>

## Account Summary

Account Number	Account Name	Expense Amount
401-6-612-341-000	UTILITIES	89.92
401-6-613-246-000	DRUG & ALCOHOL PROG	1,401.83
401-6-613-341-000	UTILITIES	89.92
401-6-616-341-000	UTILITIES	89.92
401-6-621-341-000	UTILITIES	269.77
401-6-622-341-000	UTILITIES	341.09
401-6-624-341-000	UTILITIES	412.41
401-6-625-226-000	MILEAGE REIMBURSEME	357.30
401-6-625-341-000	UTILITIES	89.92
401-6-631-251-000	RENTALS	149.82
401-6-631-341-000	UTILITIES	186.05
401-6-632-341-000	UTILITIES	120.31
401-6-645-264-000	FEEDING OF PRISONERS	2,622.12
401-6-691-341-000	UTILITIES	522.38
401-6-693-341-000	UTILITIES	1,063.07
401-6-699-341-000	UTILITIES	638.55
401-7-721-341-000	UTILITIES	1,276.91
401-7-731-341-000	UTILITIES	757.22
401-7-741-104-000	TEMPORARY SALARIES	781.58
401-7-741-226-000	MILEAGE REIMBURSEME	368.10
401-7-741-253-000	DUES & OTHER FEES	25.00
401-7-741-341-000	UTILITIES	548.22
401-7-751-341-000	UTILITIES	1,743.90
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	197.50
402-6-653-222-000	TIRES/REPAIRS	2,340.48
402-6-653-230-000	SUPPLIES/TOOLS	3,343.87
402-6-653-251-000	RENTALS	3,235.72
402-6-681-372-000	VEHICLES	49,549.00
408-8-812-341-000	UTILITIES	195.78
410-8-816-341-000	UTILITIES	102.22
411-8-814-341-000	UTILITIES	328.67
427-6-638-341-000	UTILITIES	186.06
432-7-761-230-000	SUPPLIES/TOOLS	85.97
432-7-761-267-000	CONTRACTUAL SERVICES	2,000.00
437-6-659-341-000	UTILITIES	28.43
650-6-684-228-000	TRANSPORT PRISONERS	10.00
650-6-684-230-000	SUPPLIES/TOOLS	386.27
650-6-684-264-000	FEEDING OF PRISONERS	55,282.75
650-6-684-268-000	HOUSING OF PRISONERS	1,300.00
670-6-671-375-000	LEASE PURCHASE PAYME	249.69
<b>Grand Total:</b>		<b>132,767.72</b>

Project Account Summary

Project Account Key	Expense Amount
**None**	132,767.72
Grand Total:	<u>132,767.72</u>

A handwritten signature in black ink, appearing to be "J. L. Smith", is written over a horizontal line. The signature is somewhat stylized and cursive.



# Expense Approval Register

Packet: APPKT00968 - CHECK RUN/04/26/19

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: ALTON'S POWER BLOCK GYM INC</b>					
ALTON'S POWER BLOCK GYM	CM0000086	04/25/2019	ALTON'S POWER BLOCK GYM	401-2-200-024-000	-24.10
ALTON'S POWER BLOCK GYM	INV0003086	04/25/2019	ALTON'S POWER BLOCK GYM	401-2-200-024-000	24.10
ALTON'S POWER BLOCK GYM	INV0003086	04/25/2019	ALTON'S POWER BLOCK GYM	402-2-200-024-000	26.95
ALTON'S POWER BLOCK GYM	INV0003142	04/25/2019	ALTON'S POWER BLOCK GYM	401-2-200-024-000	24.10
<b>Vendor ALTON'S POWER BLOCK GYM INC Total:</b>					<b>51.05</b>
<b>Vendor: BAMBI NALLEY</b>					
BAMBI NALLEY	INV0003094	04/25/2019	SEELY DM-2013-443	401-2-200-018-000	115.38
<b>Vendor BAMBI NALLEY Total:</b>					<b>115.38</b>
<b>Vendor: CARRIE HARDY</b>					
CARRIE HARDY	INV0003091	04/25/2019	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
<b>Vendor CARRIE HARDY Total:</b>					<b>250.00</b>
<b>Vendor: CITY OF ROSWELL</b>					
CITY OF ROSWELL	2019-2	04/22/2019	ANNUAL ALLOCATION/FY 1	635-6-671-402-000	20,000.00
CITY OF ROSWELL	2019-3	04/22/2019	ANNUAL ALLOCATION/FY 18-	635-6-671-403-000	25,000.00
CITY OF ROSWELL	CC019605	04/17/2019	ANNUAL ALLOCATION/FY 18-	635-6-671-401-000	5,637.08
<b>Vendor CITY OF ROSWELL Total:</b>					<b>50,637.08</b>
<b>Vendor: COLONIAL LIFE &amp; ACCIDENT CO</b>					
COLONIAL LIFE & ACCIDENT	CM0000087	04/25/2019	COLONIAL LIFE PAYABLE	401-2-200-016-000	-75.69
COLONIAL LIFE & ACCIDENT	INV0003104	04/25/2019	COLONIAL LIFE PAYABLE	401-2-200-016-000	3,946.83
COLONIAL LIFE & ACCIDENT	INV0003104	04/25/2019	COLONIAL LIFE PAYABLE	402-2-200-016-000	595.10
COLONIAL LIFE & ACCIDENT	INV0003104	04/25/2019	COLONIAL LIFE PAYABLE	427-2-200-016-000	73.00
COLONIAL LIFE & ACCIDENT	INV0003104	04/25/2019	COLONIAL LIFE PAYABLE	431-2-200-016-000	3.11
COLONIAL LIFE & ACCIDENT	INV0003104	04/25/2019	COLONIAL LIFE PAYABLE	432-2-200-016-000	66.10
COLONIAL LIFE & ACCIDENT	INV0003104	04/25/2019	COLONIAL LIFE PAYABLE	435-2-200-016-000	14.48
COLONIAL LIFE & ACCIDENT	INV0003104	04/25/2019	COLONIAL LIFE PAYABLE	452-2-200-016-000	111.61
COLONIAL LIFE & ACCIDENT	INV0003104	04/25/2019	COLONIAL LIFE PAYABLE	628-2-200-016-000	21.15
COLONIAL LIFE & ACCIDENT	INV0003143	04/25/2019	COLONIAL LIFE PAYABLE	401-2-200-016-000	75.69
<b>Vendor COLONIAL LIFE &amp; ACCIDENT CO Total:</b>					<b>4,831.38</b>
<b>Vendor: COOPERATIVE EXTENSION SERVICE/NMSU</b>					
COOPERATIVE EXTENSION SE	CC019607	04/10/2019	ANNUAL ALLOCATION/FY18-	401-6-671-455-000	34,252.00
<b>Vendor COOPERATIVE EXTENSION SERVICE/NMSU Total:</b>					<b>34,252.00</b>
<b>Vendor: CUSTOM CONSTRUCTION &amp; ROOFING</b>					
CUSTOM CONSTRUCTION &	12566	04/01/2019	PROFESSIONAL SERVICES	401-6-619-260-000	43,981.45
<b>Vendor CUSTOM CONSTRUCTION &amp; ROOFING Total:</b>					<b>43,981.45</b>
<b>Vendor: HERITAGE MEMORIAL ALLIANCE</b>					
HERITAGE MEMORIAL ALLIA	6873	04/16/2019	PERMIT #4977	427-6-639-296-000	600.00
HERITAGE MEMORIAL ALLIA	6874	04/16/2019	PERMIT #4979	427-6-639-296-000	600.00
<b>Vendor HERITAGE MEMORIAL ALLIANCE Total:</b>					<b>1,200.00</b>
<b>Vendor: ITS/QUEST INC</b>					
ITS/QUEST INC	203473	04/17/2019	ACCT.#2369	401-7-741-104-000	903.70
ITS/QUEST INC	203538	04/24/2019	ACCT.#2369	401-7-741-104-000	708.30
<b>Vendor ITS/QUEST INC Total:</b>					<b>1,612.00</b>
<b>Vendor: IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507</b>					
IUPA, CHAVES COUNTY SHER	INV0003113	04/25/2019	James Dallas McDaniel Unio	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003114	04/25/2019	Joel Ramirez Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003115	04/25/2019	Maria R. Cassidy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003116	04/25/2019	Michael D. Shannon Union D	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003117	04/25/2019	Douglas C. Hohle Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003118	04/25/2019	James William Seely Union D	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003119	04/25/2019	Colter Childress Union Dues	401-2-200-010-000	25.00

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Packet: APPKT00968 - CHECK RUN/04/26/19

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
IUPA, CHAVES COUNTY SHER	INV0003120	04/25/2019	Giovanny Ramirez Union Due	401-2-200-010-000	23.41
IUPA, CHAVES COUNTY SHER	INV0003120	04/25/2019	Giovanny Ramirez Union Due	431-2-200-010-000	1.59
IUPA, CHAVES COUNTY SHER	INV0003121	04/25/2019	Andres G. Salas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003122	04/25/2019	Amanda Beagles-Clark Union	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003123	04/25/2019	Travis W. Hardy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003124	04/25/2019	Jacob L. Sanchez Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003125	04/25/2019	Pedro J. Silvas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003126	04/25/2019	James Johnson Union Dues	401-2-200-010-000	23.85
IUPA, CHAVES COUNTY SHER	INV0003126	04/25/2019	James Johnson Union Dues	431-2-200-010-000	1.15
IUPA, CHAVES COUNTY SHER	INV0003127	04/25/2019	Landon W. Stephenson Unio	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003128	04/25/2019	Jeromy W. Parmer Union Du	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003129	04/25/2019	Charles Drake Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003130	04/25/2019	Olivia Padilla Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003131	04/25/2019	David Whitzel Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003132	04/25/2019	Miguel Barrientos Union Due	401-2-200-010-000	23.45
IUPA, CHAVES COUNTY SHER	INV0003132	04/25/2019	Miguel Barrientos Union Due	431-2-200-010-000	1.55
<b>Vendor IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507 Total:</b>					<b>500.00</b>
<b>Vendor: JEANINE CORN BEST</b>					
JEANINE CORN BEST	INV0003093	04/25/2019	J.BEST/ Cause # DM-2007-01	452-2-200-018-000	154.62
<b>Vendor JEANINE CORN BEST Total:</b>					<b>154.62</b>
<b>Vendor: KANSAS PAY CENTER</b>					
KANSAS PAY CENTER	INV0003088	04/25/2019	0013646700-GODFREY, AAR	401-2-200-011-000	116.31
<b>Vendor KANSAS PAY CENTER Total:</b>					<b>116.31</b>
<b>Vendor: NANCY FRAM</b>					
NANCY FRAM	CC019606	04/25/2019	LEASE/110 E. MESCALERO R	635-6-682-375-000	11,000.00
<b>Vendor NANCY FRAM Total:</b>					<b>11,000.00</b>
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>					
NEW MEXICO GAS COMPAN	CC019619	04/15/2019	ACCT.#077702112-0801146-	402-6-651-341-000	357.28
NEW MEXICO GAS COMPAN	CC019620	04/15/2019	ACCT.#077991703-0804041-	401-6-691-341-000	29.46
NEW MEXICO GAS COMPAN	CC019621	04/15/2019	ACCT.#078156501-0805690-	650-6-684-341-000	1,039.84
NEW MEXICO GAS COMPAN	CC019622	04/12/2019	ACCT.#115435453-1201470-	401-6-612-341-000	7.87
NEW MEXICO GAS COMPAN	CC019622	04/12/2019	ACCT.#115435453-1201470-	401-6-613-341-000	5.23
NEW MEXICO GAS COMPAN	CC019622	04/12/2019	ACCT.#115435453-1201470-	401-6-616-341-000	5.23
NEW MEXICO GAS COMPAN	CC019622	04/12/2019	ACCT.#115435453-1201470-	401-6-621-341-000	5.23
NEW MEXICO GAS COMPAN	CC019622	04/12/2019	ACCT.#115435453-1201470-	401-6-621-341-000	7.83
NEW MEXICO GAS COMPAN	CC019622	04/12/2019	ACCT.#115435453-1201470-	401-6-622-341-000	19.85
NEW MEXICO GAS COMPAN	CC019622	04/12/2019	ACCT.#115435453-1201470-	401-6-624-341-000	24.00
NEW MEXICO GAS COMPAN	CC019622	04/12/2019	ACCT.#115435453-1201470-	401-6-625-341-000	5.23
NEW MEXICO GAS COMPAN	CC019622	04/12/2019	ACCT.#115435453-1201470-	401-6-631-341-000	10.83
NEW MEXICO GAS COMPAN	CC019622	04/12/2019	ACCT.#115435453-1201470-	401-6-632-341-000	7.00
NEW MEXICO GAS COMPAN	CC019622	04/12/2019	ACCT.#115435453-1201470-	401-7-721-341-000	74.32
NEW MEXICO GAS COMPAN	CC019622	04/12/2019	ACCT.#115435453-1201470-	401-7-731-341-000	44.07
NEW MEXICO GAS COMPAN	CC019622	04/12/2019	ACCT.#115435453-1201470-	401-7-741-341-000	31.91
NEW MEXICO GAS COMPAN	CC019622	04/12/2019	ACCT.#115435453-1201470-	401-7-751-341-000	101.50
NEW MEXICO GAS COMPAN	CC019622	04/12/2019	ACCT.#115435453-1201470-	427-6-638-341-000	10.85
NEW MEXICO GAS COMPAN	CC019623	04/15/2019	ACCT.#115435453-1203867-	401-6-612-341-000	1.17
NEW MEXICO GAS COMPAN	CC019623	04/15/2019	ACCT.#115435453-1203867-	401-6-613-341-000	0.78
NEW MEXICO GAS COMPAN	CC019623	04/15/2019	ACCT.#115435453-1203867-	401-6-616-341-000	0.78
NEW MEXICO GAS COMPAN	CC019623	04/15/2019	ACCT.#115435453-1203867-	401-6-621-341-000	1.17
NEW MEXICO GAS COMPAN	CC019623	04/15/2019	ACCT.#115435453-1203867-	401-6-621-341-000	0.78
NEW MEXICO GAS COMPAN	CC019623	04/15/2019	ACCT.#115435453-1203867-	401-6-622-341-000	2.96
NEW MEXICO GAS COMPAN	CC019623	04/15/2019	ACCT.#115435453-1203867-	401-6-624-341-000	3.57
NEW MEXICO GAS COMPAN	CC019623	04/15/2019	ACCT.#115435453-1203867-	401-6-625-341-000	0.78
NEW MEXICO GAS COMPAN	CC019623	04/15/2019	ACCT.#115435453-1203867-	401-6-632-341-000	1.61
NEW MEXICO GAS COMPAN	CC019623	04/15/2019	ACCT.#115435453-1203867-	401-6-632-341-000	1.04
NEW MEXICO GAS COMPAN	CC019623	04/15/2019	ACCT.#115435453-1203867-	401-7-721-341-000	11.07
NEW MEXICO GAS COMPAN	CC019623	04/15/2019	ACCT.#115435453-1203867-	401-7-731-341-000	6.56
NEW MEXICO GAS COMPAN	CC019623	04/15/2019	ACCT.#115435453-1203867-	401-7-741-341-000	4.75
NEW MEXICO GAS COMPAN	CC019623	04/15/2019	ACCT.#115435453-1203867-	401-7-751-341-000	15.11

## Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO GAS COMPAN	CC019623	04/15/2019	ACCT.#115435453-1203867-	427-6-638-341-000	1.61
NEW MEXICO GAS COMPAN	CC019625	04/15/2019	ACCT.#077726812-0801393-	412-8-815-341-000	52.14
<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>					<b>1,893.41</b>
<b>Vendor: NEWMEX FUNERAL SERVICES INC</b>					
NEWMEX FUNERAL SERVICE	1810-201593	04/25/2019	PERMIT #3257	427-6-639-296-000	600.00
<b>Vendor NEWMEX FUNERAL SERVICES INC Total:</b>					<b>600.00</b>
<b>Vendor: NM RETIREE HEALTH CARE AUTHORITY</b>					
NM RETIREE HEALTH CARE A	CM0000089	04/25/2019	NM RETIREE HEALTH CARE P	401-2-200-020-000	-162.33
NM RETIREE HEALTH CARE A	CM0000089	04/25/2019	NM RETIREE HEALTH CARE P	432-2-200-020-000	-62.61
NM RETIREE HEALTH CARE A	CM0000089	04/25/2019	NM RETIREE HEALTH CARE P	452-2-200-020-000	-125.90
NM RETIREE HEALTH CARE A	INV0003110	04/25/2019	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,431.41
NM RETIREE HEALTH CARE A	INV0003110	04/25/2019	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,702.33
NM RETIREE HEALTH CARE A	INV0003110	04/25/2019	NM RETIREE HEALTH CARE P	427-2-200-020-000	100.44
NM RETIREE HEALTH CARE A	INV0003110	04/25/2019	NM RETIREE HEALTH CARE P	432-2-200-020-000	158.49
NM RETIREE HEALTH CARE A	INV0003110	04/25/2019	NM RETIREE HEALTH CARE P	435-2-200-020-000	124.92
NM RETIREE HEALTH CARE A	INV0003110	04/25/2019	NM RETIREE HEALTH CARE P	437-2-200-020-000	51.60
NM RETIREE HEALTH CARE A	INV0003110	04/25/2019	NM RETIREE HEALTH CARE P	452-2-200-020-000	425.03
NM RETIREE HEALTH CARE A	INV0003110	04/25/2019	NM RETIREE HEALTH CARE P	628-2-200-020-000	239.85
NM RETIREE HEALTH CARE A	INV0003111	04/25/2019	NM Retiree HealthCare Law	401-2-200-020-000	2,678.60
NM RETIREE HEALTH CARE A	INV0003111	04/25/2019	NM Retiree HealthCare Law	431-2-200-020-000	11.89
NM RETIREE HEALTH CARE A	INV0003145	04/25/2019	NM RETIREE HEALTH CARE P	401-2-200-020-000	135.64
NM RETIREE HEALTH CARE A	INV0003145	04/25/2019	NM RETIREE HEALTH CARE P	432-2-200-020-000	52.17
NM RETIREE HEALTH CARE A	INV0003145	04/25/2019	NM RETIREE HEALTH CARE P	452-2-200-020-000	107.72
<b>Vendor NM RETIREE HEALTH CARE AUTHORITY Total:</b>					<b>11,869.25</b>
<b>Vendor: PETTY CASH FUND-FLOOD CONTROL</b>					
PETTY CASH FUND-FLOOD C	CC019608	04/23/2019	PETTY CASH	452-8-832-221-000	44.00
<b>Vendor PETTY CASH FUND-FLOOD CONTROL Total:</b>					<b>44.00</b>
<b>Vendor: PRE-PAID LEGAL SERVICES INC</b>					
PRE-PAID LEGAL SERVICES IN	INV0003084	04/25/2019	LEGAL SHIELD PAYABLE	401-2-200-022-000	296.95
PRE-PAID LEGAL SERVICES IN	INV0003084	04/25/2019	LEGAL SHIELD PAYABLE	402-2-200-022-000	170.40
<b>Vendor PRE-PAID LEGAL SERVICES INC Total:</b>					<b>467.35</b>
<b>Vendor: ROBIN A COX STEEL SHIPPING</b>					
ROBIN A COX STEEL SHIPPIN	CC019603	04/17/2019	STEEL CONTAINER	411-8-814-231-000	3,900.00
<b>Vendor ROBIN A COX STEEL SHIPPING Total:</b>					<b>3,900.00</b>
<b>Vendor: ROSWELL HOSPITAL CORPORATION</b>					
ROSWELL HOSPITAL CORPOR	CC019604	04/01/2019	ACCT.#V021582291	427-6-639-268-000	724.78
<b>Vendor ROSWELL HOSPITAL CORPORATION Total:</b>					<b>724.78</b>
<b>Vendor: SECURITY TRANSPORT SERVICES INC</b>					
SECURITY TRANSPORT SERVI	194985	04/01/2019	PROFESSIONAL SERVICES	650-6-684-228-000	759.88
<b>Vendor SECURITY TRANSPORT SERVICES INC Total:</b>					<b>759.88</b>
<b>Vendor: STANTEC CONSULTING SERVICES INC</b>					
STANTEC CONSULTING SERVI	1497647	04/15/2019	CUSTOMER #147855	631-8-884-227-000	1,344.92
<b>Vendor STANTEC CONSULTING SERVICES INC Total:</b>					<b>1,344.92</b>
<b>Vendor: STATE OF NEW MEXICO</b>					
STATE OF NEW MEXICO	INV0003087	04/25/2019	C Childress/Cause# 0001110	401-2-200-018-000	71.08
STATE OF NEW MEXICO	INV0003090	04/25/2019	A.Perez/Cause# 165742	401-2-200-018-000	151.85
STATE OF NEW MEXICO	INV0003092	04/25/2019	S Ouillette/000085580	401-2-200-018-000	201.23
STATE OF NEW MEXICO	INV0003095	04/25/2019	J.JOHNSON 000088516	401-2-200-018-000	428.87
STATE OF NEW MEXICO	INV0003095	04/25/2019	J.JOHNSON 000088516	431-2-200-018-000	20.67
STATE OF NEW MEXICO	INV0003096	04/25/2019	000154416 J. TARIN	401-2-200-018-000	94.62
STATE OF NEW MEXICO	INV0003097	04/25/2019	8954 MATTA	402-2-200-018-000	138.46
STATE OF NEW MEXICO	INV0003099	04/25/2019	000237989-SALSBERRY	401-2-200-018-000	179.08
STATE OF NEW MEXICO	INV0003100	04/25/2019	000207247-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0003101	04/25/2019	000161340-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0003102	04/25/2019	000112931-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0003103	04/25/2019	000324111-GODFREY	401-2-200-018-000	168.00
<b>Vendor STATE OF NEW MEXICO Total:</b>					<b>1,887.48</b>

Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: STUART C COX, CHAPTER 13 TRUSTEE</b>					
STUART C COX, CHAPTER 13	INV0003133	04/25/2019	GERARDO PADILLA-CASE#18-	401-2-200-011-000	150.00
<b>Vendor STUART C COX, CHAPTER 13 TRUSTEE Total:</b>					<b>150.00</b>
<b>Vendor: TEXAS CHILD SUPPORT SDU</b>					
TEXAS CHILD SUPPORT SDU	INV0003089	04/25/2019	AG# 0012436698/Cause#CC-	401-2-200-018-000	158.31
TEXAS CHILD SUPPORT SDU	INV0003098	04/25/2019	0009646845 MATTA,RAY	402-2-200-011-000	189.98
<b>Vendor TEXAS CHILD SUPPORT SDU Total:</b>					<b>348.29</b>
<b>Vendor: THE MASTER'S TOUCH</b>					
THE MASTER'S TOUCH	61925	04/04/2019	MAILING SERVICE/MAR 2019	401-7-731-252-000	4,546.31
THE MASTER'S TOUCH	P61925	04/04/2019	Mailing services for NOV	401-7-731-339-000	48.01
<b>Vendor THE MASTER'S TOUCH Total:</b>					<b>4,594.32</b>
<b>Vendor: THOMASON LAW FIRM</b>					
THOMASON LAW FIRM	INV0003134	04/25/2019	M-7-CV-2016-00041	401-2-200-011-000	64.29
<b>Vendor THOMASON LAW FIRM Total:</b>					<b>64.29</b>
<b>Vendor: TOWN OF HAGERMAN</b>					
TOWN OF HAGERMAN	41019	04/10/2019	ANNUAL ALLOCATION/FY 1	635-6-671-410-000	17,500.00
<b>Vendor TOWN OF HAGERMAN Total:</b>					<b>17,500.00</b>
<b>Vendor: U.S. DEPT OF EDUCATION</b>					
U.S. DEPT OF EDUCATION	INV0003135	04/25/2019	#1002590964	435-2-200-011-000	111.12
<b>Vendor U.S. DEPT OF EDUCATION Total:</b>					<b>111.12</b>
<b>Vendor: U.S. POSTAL SERVICE</b>					
U.S. POSTAL SERVICE	BR77-001	04/17/2019	ACCT.#239236	401-7-731-339-000	300.00
<b>Vendor U.S. POSTAL SERVICE Total:</b>					<b>300.00</b>
<b>Vendor: UNITED WAY OF CHAVES COUNTY</b>					
UNITED WAY OF CHAVES CO	CM0000084	04/25/2019	UNITED WAY PAYABLE	401-2-200-010-000	-6.00
UNITED WAY OF CHAVES CO	CM0000084	04/25/2019	UNITED WAY PAYABLE	452-2-200-010-000	-10.00
UNITED WAY OF CHAVES CO	INV0003083	04/25/2019	UNITED WAY PAYABLE	401-2-200-010-000	203.22
UNITED WAY OF CHAVES CO	INV0003083	04/25/2019	UNITED WAY PAYABLE	402-2-200-010-000	35.00
UNITED WAY OF CHAVES CO	INV0003083	04/25/2019	UNITED WAY PAYABLE	452-2-200-010-000	10.00
UNITED WAY OF CHAVES CO	INV0003083	04/25/2019	UNITED WAY PAYABLE	628-2-200-010-000	30.00
UNITED WAY OF CHAVES CO	INV0003140	04/25/2019	UNITED WAY PAYABLE	401-2-200-010-000	6.00
UNITED WAY OF CHAVES CO	INV0003140	04/25/2019	UNITED WAY PAYABLE	452-2-200-010-000	10.00
<b>Vendor UNITED WAY OF CHAVES COUNTY Total:</b>					<b>278.22</b>
<b>Vendor: VALERIE J. RAMIREZ</b>					
VALERIE J. RAMIREZ	INV0003112	04/25/2019	H. RAMIREZ DM-2017-00105	401-2-200-018-000	92.31
<b>Vendor VALERIE J. RAMIREZ Total:</b>					<b>92.31</b>
<b>Vendor: WILLIAM E. CAVIN</b>					
WILLIAM E. CAVIN	CC019626	04/25/2019	NACO/02/26/19-03/07/19	401-6-611-225-000	328.96
<b>Vendor WILLIAM E. CAVIN Total:</b>					<b>328.96</b>
<b>Vendor: XCEL ENERGY SERVICES INC</b>					
XCEL ENERGY SERVICES INC	CC019609	04/17/2019	ACCT.#54-1797003-1	401-6-691-243-000	73.83
XCEL ENERGY SERVICES INC	CC019610	04/18/2019	ACCT.#54-3949471-2	650-6-684-341-000	9,624.60
XCEL ENERGY SERVICES INC	CC019611	04/18/2019	ACCT.#54-3943737-1	401-6-691-243-000	30.78
XCEL ENERGY SERVICES INC	CC019612	04/18/2019	ACCT.#54-3943798-4	401-6-691-243-000	44.00
XCEL ENERGY SERVICES INC	CC019613	04/17/2019	ACCT.#54-3943719-9	401-6-691-243-000	25.20
XCEL ENERGY SERVICES INC	CC019614	04/18/2019	ACCT.#54-3949421-2	412-8-815-341-000	73.19
XCEL ENERGY SERVICES INC	CC019615	04/18/2019	ACCT.#54-3949465-4	402-6-651-341-000	772.73
XCEL ENERGY SERVICES INC	CC019616	04/15/2019	ACCT.#54-3943725-7	408-8-812-341-000	76.55
XCEL ENERGY SERVICES INC	CC019616	04/15/2019	ACCT.#54-7497040-6	408-8-812-341-000	87.24
XCEL ENERGY SERVICES INC	CC019617	04/17/2019	ACCT.#54-1485939-1	401-6-693-341-000	29.56
XCEL ENERGY SERVICES INC	CC019618	04/19/2019	ACCT.#54-3943686-9	401-6-691-243-000	32.48
<b>Vendor XCEL ENERGY SERVICES INC Total:</b>					<b>10,870.16</b>
<b>Grand Total:</b>					<b>206,830.01</b>



## Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	102,461.35
402 - ROAD FUND	3,988.23
408 - EAST GRAND PLAINS VOLFIRE	163.79
411 - BERRENDO VOLUNTEER FIRE	3,900.00
412 - SIERRA VOLUNTEER FIRE FND	125.33
427 - INDIGENT HOSPITAL CLAIMS	2,710.68
431 - PUBLIC SAFETY GRANT	39.96
432 - DWI GRANT FUNDS	214.15
435 - CORRECTION GRANTS	250.52
437 - ENVIRONMENTAL TAX	51.60
452 - FLOOD CONTROL	727.08
628 - PROPERTY VALUATION	291.00
631 - OTHER GRANTS & CONTRACTS	1,344.92
635 - EMERGENCY/CAPITAL OUTLAY	79,137.08
650 - DETENTION CONSTRUCTION PJ	11,424.32
<b>Grand Total:</b>	<b>206,830.01</b>

## Account Summary


Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	698.93
401-2-200-011-000	MISCELLANEOUS PAYABL	330.60
401-2-200-016-000	GLOBE LIFE PAYABLE	3,946.83
401-2-200-018-000	CHILD ENFORCEMENT P	2,344.35
401-2-200-020-000	RETIREE H/C PAYABLE	9,083.32
401-2-200-022-000	PRE-PAID LEGAL PAYABL	296.95
401-2-200-024-000	ALTONS POWER BLOCK	24.10
401-6-611-225-000	PER DIEM EXPENSE	328.96
401-6-612-341-000	UTILITIES	9.04
401-6-613-341-000	UTILITIES	6.01
401-6-616-341-000	UTILITIES	6.01
401-6-619-260-000	PROFESSIONAL SERVICE	43,981.45
401-6-621-341-000	UTILITIES	15.01
401-6-622-341-000	UTILITIES	22.81
401-6-624-341-000	UTILITIES	27.57
401-6-625-341-000	UTILITIES	6.01
401-6-631-341-000	UTILITIES	12.44
401-6-632-341-000	UTILITIES	8.04
401-6-671-455-000	COOPERATIVE EXTENSIO	34,252.00
401-6-691-243-000	HIGHWAY LIGHTS	206.29
401-6-691-341-000	UTILITIES	29.46
401-6-693-341-000	UTILITIES	29.56
401-7-721-341-000	UTILITIES	85.39
401-7-731-252-000	PRINTING/PUBLISHING	4,546.31
401-7-731-339-000	POSTAGE/FREIGHT	348.01
401-7-731-341-000	UTILITIES	50.63
401-7-741-104-000	TEMPORARY SALARIES	1,612.00
401-7-741-341-000	UTILITIES	36.66
401-7-751-341-000	UTILITIES	116.61
402-2-200-010-000	UNITED WAY PAYABLE	35.00
402-2-200-011-000	MISCELLANEOUS PAYABL	189.98
402-2-200-016-000	GLOBE LIFE PAYABLE	595.10
402-2-200-018-000	CHILD ENFORCEMENT P	138.46
402-2-200-020-000	RETIREE H/C PAYABLE	1,702.33
402-2-200-022-000	PRE-PAID LEGAL PAYABL	170.40
402-2-200-024-000	ALTONS POWER BLOCK	26.95
402-6-651-341-000	UTILITIES	1,130.01
408-8-812-341-000	UTILITIES	163.79
411-8-814-231-000	NON-EXPENDABLE SUPP	3,900.00
412-8-815-341-000	UTILITIES	125.33

**Account Summary**

Account Number	Account Name	Expense Amount
427-2-200-016-000	GLOBE LIFE PAYABLE	73.00
427-2-200-020-000	RETIREE H/C PAYABLE	100.44
427-6-638-341-000	UTILITIES	12.46
427-6-639-268-000	CARE OF PRISONER SER	724.78
427-6-639-296-000	INDIGENT BURIAL	1,800.00
431-2-200-010-000	UNITED WAY PAYABLE	4.29
431-2-200-016-000	GLOBE LIFE PAYABLE	3.11
431-2-200-018-000	CHILD ENFORCEMENT P	20.67
431-2-200-020-000	RETIREE H/C PAYABLE	11.89
432-2-200-016-000	GLOBE LIFE PAYABLE	66.10
432-2-200-020-000	RETIREE H/C PAYABLE	148.05
435-2-200-011-000	MISCELLANEOUS PAYABL	111.12
435-2-200-016-000	GLOBE LIFE PAYABLE	14.48
435-2-200-020-000	RETIREE H/C PAYABLE	124.92
437-2-200-020-000	RETIREE H/C PAYABLE	51.60
452-2-200-010-000	UNITED WAY PAYABLE	10.00
452-2-200-016-000	GLOBE LIFE PAYABLE	111.61
452-2-200-018-000	CHILD ENFORCEMENT P	154.62
452-2-200-020-000	RETIREE H/C PAYABLE	406.85
452-8-832-221-000	VEH/HVY EQUIP. REPAIR	44.00
628-2-200-010-000	UNITED WAY PAYABLE	30.00
628-2-200-016-000	GLOBE LIFE PAYABLE	21.15
628-2-200-020-000	RETIREE H/C PAYABLE	239.85
631-8-884-227-000	TRANSPORTATION EXPE	1,344.92
635-6-671-401-000	ROSWELL - EMERGENCY	5,637.08
635-6-671-402-000	CITY OF ROSWELL - RESC	20,000.00
635-6-671-403-000	CITY OF ROSWELL - AMB	25,000.00
635-6-671-410-000	HAGERMAN PUBLIC SAF	17,500.00
635-6-682-375-000	LEASE PURCHASES	11,000.00
650-6-684-228-000	TRANSPORT PRISONERS	759.88
650-6-684-341-000	UTILITIES	10,664.44
	<b>Grand Total:</b>	<b>206,830.01</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	206,830.01
<b>Grand Total:</b>	<b>206,830.01</b>

**Approved For Payment**  


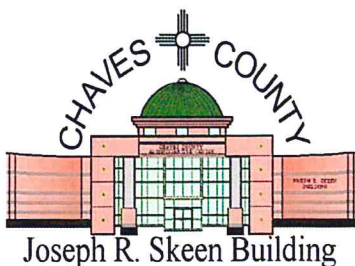
# April 2019 P-Card Report

Account	Department	Item Total
401-2-200 Total	Benefit Source (Payroll)	\$8,276.26
401-6-611 Total	Commissioners	\$1,269.20
401-6-612 Total	County Manager	\$30.44
401-6-613 Total	Human Resources	\$169.78
401-6-614 Total	Safety	\$515.39
401-6-616 Total	Fire & Emergency Services	\$736.21
401-6-619 Total	Working Capital	\$177.10
401-6-621 Total	Public Works	\$1,574.96
401-6-622 Total	Information Technology	\$1,856.74
401-6-624 Total	Planning & Zoning	\$1,373.22
401-6-625 Total	Purchasing	\$383.10
401-6-631 Total	Finance Dept	\$1,476.72
401-6-632 Total	Community Development	\$67.09
401-6-641 Total	Detention Administration	\$883.83
401-6-642 Total	Adult Detention	\$318.98
401-6-645 Total	Juvenile CCJD	\$648.45
401-6-691 Total	Facility Maintenance	\$4,791.86
401-6-692 Total	Courthouse Maintenance	\$4,068.39
401-6-693 Total	Facility Maintenance. Health Dept.	\$469.30
401-6-696 Total	Operating Exp - CCDC	\$2,556.85
401-6-699 Total	St. Mary Complex	\$7.99
401-7-721 Total	Clerk Admin	\$1,954.61
401-7-722 Total	Clerk Bureau Elec.	\$1,106.52
401-7-731 Total	Assessor Admin	\$1,509.17
401-7-732 Total	Assessor Appraisal	\$134.97
401-7-741 Total	Treasurer Dept.	\$1,222.46
401-7-751 Total	Sheriff Admin	\$17,700.66
401-7-752 Total	Sheriff Patrol & Investigation	\$6,453.43
402-6-651 Total	Road Admin	\$3,503.44
402-6-652 Total	Road Shop	\$3,660.93
402-6-653 Total	Road Construction & Maintenance	\$23,928.75
407-8-811 Total	Dunken FD	\$314.81
408-8-812 Total	East Grand Plains FD	\$4,167.11
409-8-813 Total	Penasco FD	\$4,106.58
410-8-816 Total	Midway FD	\$4,594.64
411-8-814 Total	Berrendo FD	\$4,802.30
412-8-815 Total	Sierra FD	\$8,205.68
413-8-818 Total	Rio Felix FD	\$324.30
414-8-819 Total	Fire District #8	\$4,928.26
427-6-638 Total	Indigent	\$357.97
430-7-753 Total	Law Enforcement	\$1,584.41

<b>432-7-761 Total</b>	DWI	\$968.51
<b>452-8-832 Total</b>	Flood Dept.	\$5,697.32
<b>620-7-725 Total</b>	Clerk	\$938.25
<b>628-7-733 Total</b>	Assessor	\$271.94
<b>631-8-872 Total</b>	Other Grant's & Contracts	\$3,104.14
<b>631-8-885 Total</b>	Other Grant's & Contracts	\$183.38
<b>631-8-889 Total</b>	Other Grant's & Contracts	\$25,082.52
<b>650-6-684 Total</b>	CCDC Construction Fund	\$18,005.65
<b>670-6-671 Total</b>	Internal Services	\$13,546.11
<b>Grand Total</b>		\$194,010.68

**Chaves County Clerk's Office**

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



**COMMISSIONERS**

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

<b>Chaves County Clerk</b>	
<b><i>Summary Report</i></b>	
<b>04/01/2019-04/30/2019</b>	
<b>CLERK FEES (EQUIPMENT) .....</b>	<b>\$ 5,621.00</b>
<b>GEN CLERK'S FEES .....</b>	<b>\$ 15,659.15</b>
<b>LIQUOR LICENSE .....</b>	<b>\$ -</b>
<b>CHILDREN'S TRUST FUND .....</b>	<b>\$ 720.00</b>
<b>PROBATE .....</b>	<b>\$ 668.75</b>
<b>PHOTOCOPIES.....</b>	<b>\$ 1,385.79</b>
<b>GOVT GROSS RECEIPTS TAX .....</b>	<b>\$ 146.87</b>
<b>TOTAL AMOUNT:</b>	<b>\$24,201.56</b>
<b>TOTAL DOCUMENTS FILED</b>	<b>869</b>
<b>NEW MARRIAGE LICENSES</b>	<b>28</b>
<b>NEW PROBATES</b>	<b>11</b>
<b>NEW SURVEYS</b>	<b>4</b>
<b>NEW PLATS</b>	<b>3</b>
<b>VOTER CHANGES</b>	<b>189</b>
<b>NEW REGISTRANTS</b>	<b>130</b>
<b>REPUBLICANS</b>	<b>15633</b>
<b>DEMOCRATS</b>	<b>9439</b>
<b>LIBERTARIANS</b>	<b>254</b>
<b>OTHER</b>	<b>7214</b>

Sheriff's Office  
**CHAVES COUNTY**

#1 Saint Mary's Place  
P.O. Box 1396  
Roswell, New Mexico 88203  
(575) 624-6500

**Mike Herrington, Sheriff**

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**Sheriff's Monthly Statistics Report**  
**April 2019**

Commission Meeting: May 23, 2019

<u>Total Number of Arrests:</u>	<u>109</u>
Adult:	105
Juvenile:	4

<u>Total Number of DWI's:</u>	<u>8</u>
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<u>Total Number of Arrest Citations:</u>	<u>67</u>
Adult:	41
Juvenile:	26

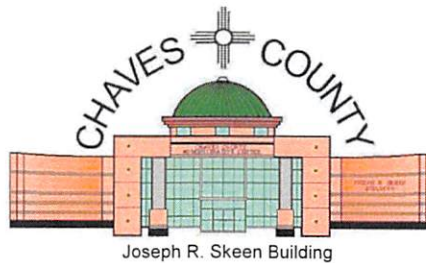
<u>Total Number of Traffic Citations:</u>	<u>129</u>
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<u>Total Number of Accident Reports:</u>	<u>18</u>
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CCSO Mileage Report  
April 2019

Unit #	Year	Make	Model	Assigned to	Mileage Beg.	Mileage End	Total
917	2018	Ford	Explorer	Alba, Alberto	16940	19456	2516
957	2014	Ford	Taurus	At Road Dept	99842	99842	0
925	2018	Ford	Explorer	Barrientos, Miguel	16199	19486	3287
900	2013	Ford	Taurus	Beagles-Clark, Amanda	123187	124324	1137
960	2007	Ford	Crown Victoria	Burkowski, Michael	108380	108751	371
930	2014	Ford	Taurus	Cassidy, Maria	41674	42305	631
933	2017	Ford	Explorer	Childress, Colter (Wrecked)	26095	26095	0
901	2016	Ford	F-250 Crew Cab	Drake, Charles	100045	100346	301
953	2010	Ford	Expedition	Drake, Charles/Spare	126792	128040	1248
938	2015	Chevy	Caprice	Hardy, Travis	89880	91400	1520
947	2013	Chevy	Tahoe	Herrington, Mike	46410	47874	1464
909	2019	Ford	F-150	Hite, Laura (AC)	1447	2169	722
905	2017	Ford	F-150	Hohle, Doug	34820	37320	2500
943	2014	Ford	Taurus	Johnson, James	78329	81730	3401
902	2009	Ford	F-150	Mason, James	183782	185000	1218
951	2010	Ford	Crown Victoria	McDaniel, Dallas	82528	82919	391
915	2008	Dodge	Charger	Ornelas, Daniel	94580	95070	490
922	2018	Ford	Explorer	Ouilette, Scott	6813	9900	3087
956	2014	Ford	Taurus	Padilla, Olivia	105452	107348	1896
906	2013	Ford	Taurus	Padilla, Olivia (Wrecked)	127643	127643	0
914	2018	Ford	Taurus	Parmer, Jeromy	13703	16074	2371
929	2013	Ford	Explorer	Perez, Agustin	61988	62688	700
923	2005	Ford	F-150	Perham, Doug	106889	107250	361
944	2014	Ford	Taurus	Ramirez, Giovanni	89962	90895	933
911	2016	Ford	Expedition 4x4	Ramirez, Hector	68420	71100	2680
912	2016	Ford	Expedition 4x4	Ramirez, Hector (wrecked)	127643	127643	0
941	2014	Ford	Taurus	Ramirez, Joel (wrecked)	84902	84902	0
913	2016	Ford	Expedition 4x4	Ray, Mike	59420	60755	1335
934	2017	Ford	Explorer	Salas, Andres	58659	61764	3105
916	2018	Ford	Explorer	Sanchez, Jacob	10249	11312	1063
946	2014	Ford	Taurus	Sedillo Tony	112438	113842	1404
903	2014	Ford	F-150	Serna, Jimmy (AC)	73569	75366	1797
955	2013	Ford	Focus	Serrano, Agustin (Civil)	92256	93774	1518
945	2014	Ford	Taurus	Silvas, Pedro	94650	96215	1565
948	2011	Ford	Crown Victoria	Spare	124478	124478	0
952	2010	Ford	Expedition	Spare	137467	138575	1108
921	2013	Ford	Taurus	Spare (Pedro)(Wrecked)	135422	135422	0
937	2015	Chevy	Caprice	Spare/ Joel	73645	74964	1319
931	2008	Ford	Crown Victoria	Spare/Silvas	116521	116861	340
908	2013	Ford	Taurus	Spare/Stephenson	75270	75270	0
939	2015	Chevy	Caprice	Stephenson, Landon	76910	79375	2465
918	2006	Ford	Van	Transport	120062	120159	97
928	2010	Dodge	Van	Transport	154368	154906	538
961	2018	Ford	Van	Transport	4757	5499	742
962	2015	Dodge	Caravan	Transport	96465	97420	955
920	2008	Ford	Crown Victoria	Valderaz, Raul	91250	91380	130
935	2017	Ford	Explorer	Whitzel, David	47698	50165	2467
910	2014	Ford	F-150 4x4	Yslas, Charles	65854	67069	1215
<b>TOTAL:</b>							<b>56388</b>

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



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

**Road Operations Director**  
Joe E. West

**County Manager**  
Stanton L. Riggs

**April 2019**

MAN-HOURS	7,455.00	
MANPOWER COST		\$215,663.34
MAN-HOURS ON ROAD PROJECTS	6,318.00	
MANPOWER COST ON ROAD PROJECTS		\$187,064.04
MILES BLADED	146.00	
MILES MOWED	65.00	
VEHICLE MILEAGE and OFF-ROAD HOURS	5,496.05	
VEHICLE AND EQUIPMENT COSTS		\$217,580.08
GALLONS WATER HAULED	210,000.00	
COST OF CITY WATER		\$196.00
COST OF PRIVATE BILLED WATER		\$0.00
MATERIAL HAULED (cubic yards)		
CHIPS USED ON ROAD PROJECTS	120.00	\$2,025.60
BASE COURSE USED ON ROAD PROJECTS	3,322.50	\$11,097.15
COLD MIX USED ON ROAD PROJECTS	93.40	\$6,538.00
FINES USED ON ROAD PROJECTS	0.00	\$0.00
MILLINGS	0.00	\$0.00
PIT RUN USED ON ROAD PROJECTS	370.00	\$2,220.00
RIP RAP USED ON ROAD PROJECTS	0.00	\$0.00
ROAD OIL		\$0.00
DEMURRAGE		\$0.00
GAS (gallons)	2015.90	\$4,793.80
DIESEL (gallons)	7822.80	\$19,363.92
GAS - Dunken (gallons)	259.80	\$612.92
DIESEL - Dunken (gallons)	857.30	\$2,121.66
COST OF ROADWORK		\$453,613.16
COST OF SOLID WASTE		\$10,511.40

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