

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

June 17, 2021 –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

PRESENTATION: American Stewards of Liberty Margaret Byfield 30X30 Land Grab

AGENDA ITEMS

A. PUBLIC HEARINGS

1. Case Z 2020-1 Special Use Permit- Trucking Business

B. AGREEMENTS AND RESOLUTIONS

2. **A.** Ratification Agreement A-21-019 between Chaves County and the New Mexico Department of Transportation for the Reauthorization of Appropriation 19-D3314 Hobson Road Project funding in the amount of \$428,587.00
B. Ratification Resolution R-21-024 between Chaves County and the New Mexico Department of Transportation for the Reauthorization of Appropriation 19-D3314 Hobson Road Project funding in the amount of \$428,584.00
3. Agreement A-21-020 Approval of CDWI Application for FY 22
4. Agreement A-21-021 between Chaves County and the State of New Mexico, DFA/Local Government Division for DWI Local Grant FY 21/22
5. Agreement A-21-022 Legal Services for Chaves County
6. Agreement A-21-030 between Chaves County and Eye Associates of New Mexico for Lease of Office Space at Pecos Valley Medical Complex
7. **A.** A-21-031 Lease Agreement between Chaves County and Dianne S. Meda to Lease Office Space at 1600 SE Main, Suite D-2

B. Agreement A-21-032 Lease Agreement between Chaves County and Diane Taylor to Lease Office Space at 1600 SE Main, Suite D-2

8. Ratification Resolution R-21-025 Local Emergency/ Disaster Declaration
9. Resolution R-21-026 Designating the Polling Places for the 2021 Local Election
10. Resolution R-21-027 Designating Polling Places for the 2022 Primary and General Elections, and the 2023 Regular Local Election
11. Resolution R-21-028 Appointment to the County Board of Registration
12. Resolution R-21-029 Adjusting Precinct Boundaries
13. **A.** Reconsider 2021 East Grand Plains Road Hearing Disposition within Resolution R-21-022
- B.** Resolution R-21-030 2021 East Grand Plains Road Hearing Disposition

B. ITB/RFP'S

14. ITB-21-2 Construction Materials and Services for Chaves County Road Department

C. OTHER BUSINESS

15. Appointment for DWI Planning Council Voting Members
16. Appointment of Member to JOY Center Board of Directors

**APPROVAL OF CHECKS
APPROVAL OF REPORTS**

**UNSCHEDULED COMMUNICATIONS LIMITED TO THREE MINUTES PER
VISITOR NOT TO EXCEED 15 MINUTES NO FORMAL ACTION TAKEN BY
COMMISSION**

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

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

AGENDA ITEM: 1
MEETING DATE: June 17th, 2021

**Case Z 2020-1 Special Use Permit
Trucking Business**

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Planning and Zoning Department

ACTION REQUESTED: To approve or deny a Special Use Permit for a Trucking Business in Area II, zoned Agriculture-Residential area. (Section 1.B.1 of the Chaves County Zoning Ordinance #7)

ITEM SUMMARY: Salvador and Elsa Rivera, would like to operate their trucking business, Seed Trucking LLC, from their newly constructed residential lot located approximately 950 feet east of the intersection of Orchard Park Road and US 285. Mr. and Mrs. Rivera possess 11 operational semi-trucks but are the only two full-time drivers listed on the USDOT registration. They hire 8-10 drivers yearly, from May to November, to assist them with transporting agriculture produce from the fields to the processing centers in West Texas, Oklahoma and New Mexico. From December to April the semi-trucks are repaired and stored on the property.

The proposed location is within the US 285 Commercial Corridor which supports commercial and industrial development, per the 2016 Comprehensive Master Plan. It is one lot over from another trucking business zoned Industrial District owned by his cousin Mario Rivera.

Section 1.A.1 of Article XVIII of the Chaves County Zoning Ordinance No.7 states that the Board may grant a special permit in districts from which the uses are otherwise prohibited by this Zoning Code and shall impose appropriate conditions and safeguard to protect the general plan of conserve and protect the property values in the neighborhood.

22 E. Orchard Park Road
Tract 2 Henington Summary Plat #2

The Planning and Zoning Commission recommended Approval of the Special Use Permit by a vote of 4-0 based on Finding of Facts 1-5 and with Conditions 1-9. Staff recommends approval.

SUPPORT DOCUMENTS: Staff's Report, P & Z Commission Minutes from May 04th, 2021 Application, Application Supplement, Aerial and Site Photos/Vicinity Map.

SUMMARY BY: Louis Jaramillo

TITLE: Planning and Zoning Director

STAFF'S REPORT

The applicants are requesting a Special Use Permit for a trucking business consisting of approximately eleven operational semi-trucks with multiple trailers. Mr. and Mrs. Rivera are the business owners and the only full-time drivers listed under the USDOT website as Seed Trucking LLC. Mr. Rivera has stated that they hire 8-10 drivers on a seasonal basis to transport agriculture product from the farms to the processing plants, mostly in the West Texas area. Mr. Rivera currently operates Seed Trucking LLC from 76 E. Orchard Park Road. In 2019, Staff informed Mr. Rivera that he would need to apply for a Special Use Permit for a trucking business at this location for which Mr. Rivera stated he would be constructing a new home and move his business and trucks to the new location, for which he has done. The property is located 950 feet east of the intersection of US 285 and Orchard Park Road and is within the eastern edge of the US 285 Commercial Corridor for acceptable commercial and industrial use. The lot is approximately 12 acres in size with a frontage width of 420 feet along Orchard Park Road. The lot is located adjacent to an empty field that is owned by his cousin, Mario Rivera. Mario Rivera was granted a Zone Change in 2014 to Industrial for a trucking business and repair shop. It is located two lots over, at the corner lot of US 285 and Orchard Park Road. Also, there is another approved trucking business located across US 285, on West Orchard Park Road, zoned Industrial. Finally, Staff has determined that two Home Occupational Businesses, trucking businesses, are being operated from both #9 and 13 E. Orchard Park Road. Staff has determined there is one operational semi-truck at each location. Staff will continue to monitor the two properties.

Staff is in support of the Special Use Permit as the proposed lot is within the US 285 Commercial Corridor which supports commercial and industrial development along US 285 per the 2016 Comprehensive Master Plan and is accessible onto a county-maintained road that intersects with US 285.

If approved, Staff proposes the following Conditions:

1. The Special Use Permit shall be nontransferable, neither to a new location nor to a new owner as each trucking business is unique and distinct based on owners and products being hauled
2. The Special Use Permit shall permit Seed Trucking LLC to conduct their finances and work schedule within the house along with storing 11 operation semi-trucks on the property from December to April on a yearly basis.
3. The Special Use Permit be approved for 5 years; at which time the Planning Director may review the case, inspect the site, and renew the permit for an additional 5 years or may require the case to be brought back to the Chaves County Board of Commissioners.
4. The applicant shall pave, concrete or chip-seal the driveway apron along Orchard Park Road.
5. The applicant shall take great care in not spilling hazardous vehicle waste on the ground. Any spills that do occur shall be cleaned up and disposed of properly as per State regulations

6. All semi-trucks and trailers shall be kept in good operational condition.
7. The storing or placing of spare parts, tires, or extra rigs on the property shall be within a screen fence area, not visible from Orchard Park Road.
8. Recreational Vehicles shall not be used as a part-time or full-time dwelling unit.
9. The applicant will comply with State or Federal regulations, include registering with the NM Taxation and Revenue Service, and NMDOT and USDOT regulations.

Finding of Facts:

1. 22 E. Orchard Park Road is located approximately 950 feet east of US 285 and is just within the US 285 Commercial Corridor which supports commercial and industrial development along US 285 per the 2016 Chaves County Comprehensive Master Plan.
2. Seed Trucking LLC will have minimal effect on the surrounding neighbors as they are an Agricultural hauling business (Based on USDOT Regulations) that operates in West Texas and Eastern New Mexico between May and November and wish to store the 11 semi-trucks in the rear part of the lot from December to April.
3. Trucking businesses are vital to local farmers in moving product from the fields to the markets and processing centers.
4. The owners within 100 feet have been notified by certified mail. Staff has not received complaints or protests from surrounding property owners.
5. This case has been posted in the local newspaper, 15 days prior to this public hearing, per State Statute.



CHAVES COUNTY APPLICATION CHAVES COUNTY ZONING ORDINANCE

Case Number: Z 21-001 Date Received: 3/23/2021 Fee: 300⁰⁰

Type of Request: Variance Change of Use Special Use

Name of Property Owner: Salvador Rivera Phone Number: (575) 1-1-1111

Mailing Address: 22 E. orchard Pk rd Dexter NM 89230

Name of Applicant: _____

Mailing Address: _____ Home Phone Number: _____

Business Phone Number: _____

Applicant Status: Owner Agent Tenant Other _____

Case Address, Legal Description, and Parcel Number: 22 E. Orchard Park Rd.
Tract 2 Herington Summary Plat #2
4140072476069000000

Present Land Use: Residential

Intended Use: Residential - Trucking Business

Present Zoning: A-R Requested Zoning: Special Use Permit

Applicant's Reason for Requested Change: (Use back if more space is needed) Trucking Business
& Store 11 Semi-trucks from December to April yearly on
the property.


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.

Salvador Rivera
 Owner's Signature

3/23/2021
 Date

Deadline April 5th



Chaves County Planning & Zoning Commission	Chaves County	
Meeting Date: May 4, 2021	<i>Meeting Minutes</i>	Created By: Julia A. Torres

Members Present:

Dale Rogers
 Melodi Salas
 Harold Hobson
 Mark Lewis

Members Absent:

Andy Morley

Guest:

Neil Binderman

Staff Present:

Louis Jaramillo
 Julia A. Torres

The Regular Meeting of the Chaves County Planning & Zoning Commission was held in the Commission Chambers at the Chaves County Administrative Center on May 4, 2021 beginning at 5:30PM.

MINUTES

The minutes of the February 2, 2021 meeting were approved unanimously as submitted.

NEW BUSINESS

1. **Case Z 2021-01**

Request for a Special Use Permit to allow a trucking business and temporary parking of semi-trucks at 22 E. Orchard Park Rd., Dexter being in Henington Summary Plat No. 2 Tract 2; applicant- Salvador Rivera

Louis Jaramillo gave a brief description of Case Z 2021-01. Upon approval, Staff proposed 9 Conditions listed on the Staff Report.

Commissioner Salas expressed concern with setting a precedent with spot zoning. **Mr. Jaramillo** stated that this was a Special Use Permit request and that conditions can be set to address any concerns.

Denise and Erik Rivera introduced themselves as the applicant's daughter and son. They explained Mr. Rivera's application. Erik stated that their company transported agricultural products locally and in Texas, Oklahoma and Arizona.

Chair Rogers asked if anyone wanted to speak in favor or against the application.

Neil Binderman at 3751 E. Crossroads stated that according to Article XVIII, Section 1.B. of County Zoning Ordinance #7, trucking businesses are not on the permitted “list” of Special Use Permits and therefore should not be considered by the Commission.

Mr. Jaramillo responded that trucking businesses are not listed in Section 1.B., but that the Chaves County Board of Commissioners does have the right to grant a Special Use to any use in any specific zoning district as stated in Section 1.A of the same Article.

Commissioner Hobson commented that he was here to help continue and promote the agriculture community of this area.

Mr. Binderman continued by reading a NM Supreme Court case related to granting of a Special Use Permits by a County for a specific use that was not listed on their “list” of permitted Special Uses. He stated the Supreme Court stated that since the use was not listed on the County’s Special Use “list” that that specific use could not be granted, as is the case with this trucking businesses.

Mr. Jaramillo stated that this issue was brought up at a previous Board meeting and it was determined that Section 1.A. does grant the Board the ability to permit a Special Use Permit to any specific use they feel is appropriate. He suggested that the Commission make their recommendation and allow the Board to consider Mr. Binderman’s issue at the public meeting.

Commissioner Hobson made a motion to recommend approval of Case Z 2021-01 as submitted. Commissioner Salas seconded the motion. Motion carried unanimously. Case Z 2021-01 will be scheduled to be heard by the Chaves County Board of Commissioners in June.

Other Business

Commissioner Hobson informed everyone that he will be moving to Colorado and that tonight was his last meeting.

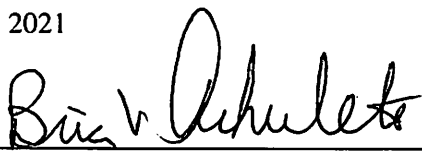
Commissioner Salas informed everyone that she has accepted the Chaves County Deputy Assessor position and that tonight was her last meeting, as well.

There being no other business listed on the agenda or to come before the Commission, the meeting adjourned at 6:02PM.

Approved this 1st day of June , 2021



Chairman



Attest

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

IND.

TRUCKING
BUSINESS

SE Main St

SE Main St

285

MARIO
RIVERA

IND.

285

SE Main St

MANUEL
VILLAGRAN

H.O.

VILLAGRAN
TRUST

SERGIO
OLIVAS

JESUS
SALDANA

VALERIE
WYATT

Everett Rd

Everett Rd

NOEL LANDAVERDE

E Orchard Park Rd

E Orchard Park Rd

MARIO
RIVERA

PROPOSED
AREA

ROBERTO
FERNANDEZ

ADRIANA
CAMPOS

Journal Rd

Acorn Ln

AGENDA ITEM: 2A

Requesting Ratification of Approval for: Agreement A-21-019 between Chaves County and the New Mexico Department of Transportation for the Reauthorization of Appropriation 19-D3314 Hobson Road Project funding in the amount of \$428,584.00.

MEETING DATE: 6/17/2021

STAFF SUMMARY

Action Requested by: Georgianna Hunt, Community Development Division

Action Requested: **Ratification of Approval of Agreement A-21-019.**

Item Summary:

Staff requests Ratification of approval of Agreement A-21-019 this Agreement is for the Reauthorization of Appropriation 19-D3314 funding for the Hobson Road Project. The Reauthorization of funding was requested by Chaves County to amend the description in the Scope of Work to allow for the completion of required work.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-21-019

Summary by: Georgianna Hunt

Title: Community Development Project Specialist

AGREEMENT A-21-019

Contract Number: D17095/1
Vendor Number: 0000054378
Control Number: C2193314

**STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FIRST AMENDMENT TO
FUND 93100 CAPITAL APPROPRIATION PROJECT**

THIS FIRST AMENDMENT is made and entered into as of this 20th day of May, 2021 by and between the Department of Transportation, P.O. Box 1149, Room 126, Santa Fe, New Mexico 87504-1149, hereinafter called the "Department" and Chaves County, hereinafter called the "Grantee". This Amendment shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, the Department and the Grantee entered into a Capital Appropriation Project Agreement, Control Number C2193314, Contract Number D17095 on June 6, 2019; and,

WHEREAS, in the Laws of 2019, Chapter 277, Section 40, Sub Section 44, the Legislature made an appropriation to the Department, funds from which the Department made available to the Grantee under Contract Number D17095; and,

WHEREAS, in the Laws of 2021, Chapter 1, HB 296, Section 21, the Legislature reauthorized or re-appropriated funding, under Contract Number D17095 and changed the purpose; and,

WHEREAS, Article VII allows the parties to alter the Agreement by written consent of both parties; and,

WHEREAS, the Department and the Grantee want to amend the Agreement; and,

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

AGREEMENT

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

1. Article I(A) is deleted and replaced with the following:

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

DFA Appropriation ID D3314, NMDOT Control Number C2193314, \$428,584
APPROPRIATION REVERSION DATE: 6/30/2023

Laws of 2019, Chapter 277, SB280, Section 40, Sub Section 44, (\$428,584), 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 funding identified above was reauthorized or re-appropriated during the 2021 Legislative Session to change the purpose of expenditure with the following new appropriation ID and reversion date. The grant shall not be used for the original purpose but is changed as follows.

DFA Appropriation ID F4019, APPROPRIATION REVERSION DATE: 6/30/2023 Laws of 2021, Chapter 1, HB 296, Section 21, has been awarded to the Department of Transportation to plan, design and construct culverts for the detention pond and to plan, design and construct paving improvements, including asphalt, micro-surfacing, slurries, overlays, concrete turnouts, soil stabilization and intersection repairs, on Hobson road from United States highway 285 to Menominee road in Chaves County.

The Grantee's total reimbursements shall not exceed the appropriation amount , \$428,584, (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, \$0.00, which equals , \$428,584, (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.

2. Article IV(A) is deleted and replaced with the following:

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

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.

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.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this First Amendment.

The remainder of this page is intentionally left blank.

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

GRANTEE



Signature of Official with Authority to Bind Grantee

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

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

5/20/2021
Date

DEPARTMENT OF TRANSPORTATION

Cabinet or Deputy Secretary

Date

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

Aaron Frankland, Deputy General Counsel
Aaron Frankland, Deputy General Counsel (May 17, 2021 17:03 MDT)

By: Aaron Frankland or Designee

May 17, 2021
Date






C2193314 Reauth Amendment 2021

Final Audit Report

2021-05-17

Created:	2021-05-17
By:	Clarissa Martinez (Clarissa.Martinez@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAV4IkQQBoXQcQw7AFxk9TpTTor7tLnJJV

"C2193314 Reauth Amendment 2021" History

-  Document created by Clarissa Martinez (Clarissa.Martinez@state.nm.us)
2021-05-17 - 8:39:30 PM GMT- IP address: 76.127.3.135
-  Document emailed to Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us) for signature
2021-05-17 - 8:40:10 PM GMT
-  Email viewed by Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us)
2021-05-17 - 10:56:02 PM GMT- IP address: 73.127.209.57
-  Document e-signed by Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us)
Signature Date: 2021-05-17 - 11:03:48 PM GMT - Time Source: server- IP address: 73.127.209.57
-  Agreement completed.
2021-05-17 - 11:03:48 PM GMT

AGENDA ITEM: 2B

Requesting Ratification of Approval for: Resolution R-21-024 between Chaves County and the New Mexico Department of Transportation for the Reauthorization of Appropriation 19-D3314 Hobson Road Project funding in the amount of \$428,584.00.

MEETING DATE: 6/17/2021

STAFF SUMMARY

Action Requested by: Georgianna Hunt, Community Development Division

Action Requested: **Ratification of Approval of Resolution R-21-024.**

Item Summary:

Staff requests Ratification of approval of Resolution R+21-024 for the Reauthorization of Appropriation 19-D3314 funding for the Hobson Road Project. The Reauthorization of funding was requested by Chaves County to amend the description in the Scope of Work to allow for the completion of required work.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-21-024

Summary by: Georgianna Hunt

Title: Community Development Project Specialist

RESOLUTION R-21-024

Chaves County Government

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

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

WHEREAS, the total cost of the project will be \$428,584.00 to be funded by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 100% or \$428,584.00
and
- b. *Chaves County's* proportional matching share shall be 0% or \$0.00

TOTAL PROJECT COST IS \$428,584.00

Chaves County shall pay all costs, which exceed the total amount of \$428,584.00.

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

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

The agreement terminates on June 30, 2023 (for Laws of 2021,) and the *Chaves County Commission* incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement

NOW therefore, be it resolved by the *Chaves County Commission* to enter into Cooperative Agreement Control Number C2193314 with the New Mexico Department of Transportation for Capital Outlay (Laws of 2021) to plan, design, replace, construct culverts for the detention pond and to plan, design, and construct paving improvements, including asphalt, micro-surfacing, slurries, overlays, concrete turnouts, soil stabilization and intersection repairs, for Hobson Road from U.S. 285 to Menominee Road in Chaves County within the control of the Chaves County Commission in, New Mexico. (Appropriate Signatures below, Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)



William E. Cavin, Chairman

5/20/2021

05/20/2021

RESOLUTION R-21-024

Chaves County Government

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

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

WHEREAS, the total cost of the project will be \$428,584.00 to be funded by the parties hereto as follows:

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and
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TOTAL PROJECT COST IS \$428,584.00

Chaves County shall pay all costs, which exceed the total amount of \$428,584.00.

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

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

The agreement terminates on June 30, 2023 (for Laws of 2021,) and the Chaves County Commission incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement

NOW therefore, be it resolved by the Chaves County Commission to enter into Cooperative Agreement Control Number C2193314 with the New Mexico Department of Transportation for Capital Outlay (Laws of 2021) to plan, design, replace, construct culverts for the detention pond and to plan, design, and construct paving improvements, including asphalt, micro-surfacing, slurries, overlays, concrete turnouts, soil stabilization and intersection repairs, for Hobson Road from U.S. 285 to Menominee Road in Chaves County within the control of the Chaves County Commission in, New Mexico. (Appropriate Signatures below, Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)



William E. Cavin, Chairman

5/20/2021

05/20/2021

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

GRANTEE



Signature of Official with Authority to Bind Grantee

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

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

5/20/2021
Date

DEPARTMENT OF TRANSPORTATION

Cabinet or Deputy Secretary

Date

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

Aaron Frankland, Deputy General Counsel
Aaron Frankland, Deputy General Counsel (May 17, 2021 17.03 MD1)

By: Aaron Frankland or Designee

May 17, 2021
Date

AGENDA ITEM: 3

**A-21-020 Approval of CDWI Application for
FY 22**

MEETING DATE: 6/17/2021

STAFF SUMMARY REPORT

Action Requested by: Elly T Hollon, DWI Coordinator

Action Requested: Approval of CDWI Application for FY 22

Item Summary:

Chaves County DWI Program would like approval to submit FY 22 CDWI application.

The estimated award amount for FY 22 is \$13,955.00

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

The application will fund the project year July 1, 2021 through June 30, 2022.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-21-020

Summary by: Elly T Hollon

Title: DWI Coordinator

(Application packet must include Application, Scope of Work and Memo of Agreement).

APPLICATION FOR CDWI FUNDS A-21-020

Program Year applying for: 7/1/2021 / to / 6/30/2022

Project Number: _____ <small>(to be provided by TSD)</small>

Applicant Agency:	Chaves County DWI Program
Address:	#1 St. Mary's Place
City, State, Zip:	Roswell, NM 88203
Phone Number:	575-624-6596
Fax Number:	575-624-6576
email address:	elly.hollon@chavescounty.gov
Project Director and Title:	Elly T Hollon, DWI Coordinator

Government Unit:	Chaves County
Address:	#1 St. Mary's Place
City, State, Zip:	Roswell, NM 88203
Phone Number:	575-624-6620
Fax Number:	575-624-6576
Authorizing Official and Title:	William E Cavin, Chaves County Commisision Chair

Check to be sent to (address):	PO Box 1597

Program Manager:	Pierrot Bendeque
Phone:	505-629-3762
email:	Pierrot.Bendeque@state.nm.us

BUDGET:

Self-calculating chart, simply enter data

Budget Category	Program Category				Category Total
	Enforcement	Prevention	Off. Programs	PI & E	
Personal Services			13,955.00		\$13,955.00
Contractual Services					\$0.00
Commodities Budget					\$0.00
Other					\$0.00
NM State Police (NMSP)	Amount not included in Total \$ Requested				
Special Investigations Division (SID)	Amount not included in Total \$ Requested				
Total \$ Received	\$0.00	\$0.00	\$13,955.00	\$0.00	\$13,955.00
TOTAL \$ REQUESTED FOR AGENCY (w/o NMSP & SID)					\$13,955.00

Approved Start Date: upon execution of the Project Agreement
End Date: 30-Jun-22

CERTIFICATION:

The application, reviewed and approved by the governing body of

Chaves County
(Applicant)

_____ , 5/26/2021, authorizes the applicant to file this application for assistance from the State of New Mexico.
(Date Reviewed)

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

Project Director Signature: _____ **Date:** _____

Authorizing Official Signature: _____ **Date:** _____

MEMORANDUM OF AGREEMENT

This Comprehensive Community DWI Prevention Program is between the following Agencies:

Chaves County
Chaves County DWI Program
Chaves County Court Compliance Office

This agreement is effective on the 26 (day) of May (mo.) 2021 (yr), but is not a valid and binding agreement until executed by all parties thereto. The parties agree as follow:

To file a joint application to the New Mexico Department of Transportation Department, Traffic Safety Division for funding of a comprehensive Community DWI Program that reflects an integrated approach to our mutual problem of driving while intoxicated.

The Agencies listed above agree to combine our funds and resources in achieving a common goal of removing the DWI from the streets and highways of Chaves County (City of, County of, Town of, Village of) thus reducing our highway traffic accidents that are alcohol related.

We will establish a joint Task Force as provided for and described in the CDWI Program Manual.

The (City of, County of, Town of, Village of) Chaves County agrees to be the fiscal agent to apply for the grant funds
There is no requirement for matching funds for this program funding.

Attest: _____	Agency Name: <u>Chaves County Commision Chair</u>	Date: _____
Attest: _____	Agency Name: <u>Chaves County DWI Program / Task Force</u>	Date: _____
Attest: _____	Agency Name: <u>Chaves County Court Compliance Supervisc</u>	Date: _____
Attest: _____	Agency Name: _____	Date: _____
Attest: _____	Agency Name: _____	Date: _____
Attest: _____	Agency Name: _____	Date: _____

Task Force Authorization & Information

Community (government) Certification of Application

I certify that it is the wish of our Task Force to have funds apportioned to our Community DWI Prevention Program for the implementation of the attached Application.

Task Force Name: Chaves County DWI Program/Task Force
Task Force Chairperson: Mike Herrington
Title: Chaves County Sheriff
Address: #1 St. Mary's Place
City/State/zip: Roswell, NM 88203
Phone Number: 575-624-6500 Fax: _____
Email Address: mike.herrington@chavescounty.gov

Chairperson Signature: _____ **Date:** _____

Community: Chaves County
Authorizing Official: William E Cavin
Title: Chairman, Chaves County Commision
Address: #1 St. Mary's Place
City/State/zip: Roswell, NM 88203
Phone Number: 575-624-6600 Fax: _____
Email Address: william.cavin@chavescounty.gov

Authorizing Official Signature: _____ **Date:** _____

Law Enforcement Representative:

Name: Sheriff Mike Herrington
Title: Chaves County Sheriff
Address: #1 St. Mary's Place
City/State/zip: Roswell, NM 88203
Phone Number: 575-624-6500 Fax: _____

Email Address: mike.herrington@chavescounty.gov

Community Traffic Safety Group Representative:

Name: _____

Title: _____

Address: _____

City/State/zip: _____

Phone Number: _____ Fax: _____

Email Address: _____

Department of Health Representative:

Name: Joann Palomino

Title: Health Promotion Educator

Address: 200 E Chisum

City/State/zip: Roswell, NM 88203

Phone Number: 575-347-2409 Fax: _____

Email Address: joann.palomino@state.nm.us

Court Representative:

Name: KC Rogers

Title: Magistrate Court Judge

Address: 400 N Virginia

City/State/zip: Roswell, NM 88203

Phone Number: 575-624-6088 Fax: _____

Email Address: rosmkcr@nmcourts.gov

Prosecutor Representative:

Name: _____

Title: _____

Address: _____

City/State/zip: _____

Include form only if application included funding for Task Force activities

Phone Number:

_____ Fax: _____

Email Address:

School Representative:

Name:

Jennifer Cole

Title:

Director of Federal Programs Roswell ISD

Address:

300 N Kentucky

City/State/zip:

Roswell, NM 88203

Phone Number:

575-624-2684 Fax: _____

Email Address:

jcole@risd.k12.nm.us

Media Representative:

Name:

Title:

Address:

City/State/zip:

Phone Number:

_____ Fax: _____

Email Address:

Emergency Medical Services Representative:

Name:

Title:

Address:

City/State/zip:

Phone Number:

_____ Fax: _____

Email Address:

County DWI Planning Council Contact:

Name:

Sheriff Mike Herrington

Title:

Chaiman

Address:

#1 St. Mary's Place

Include form only if application included funding for Task Force activities

City/State/zip:

Roswell, NM 88203

Phone Number:

575-624-6500

Fax:

Email Address:

mike.herrington@chavescounty.gov

Other Members (optional):

Name: Alice Eppers
Title: Community At Large
Address: _____
City/State/zip: _____
Phone Number: 575-622-3213 Fax: _____
Email Address: longeppers@outlook.com

Other Members (optional):

Name: Carrie Hollifield
Title: Community At Large
Address: _____
City/State/zip: _____
Phone Number: 575-626-1777 Fax: _____
Email Address: bbr.slf@gmail.com

Other Members (optional):

Name: Lt. Joe Smith
Title: Roswell Police Department
Address: 128 E 2nd Street
City/State/zip: Roswell, NM 88203
Phone Number: 575-624-6770 Fax: _____
Email Address: j.smith@roswell-nm.gov

Other Members (optional):

Name: Emily Maher
Title: District Attorney Office
Address: 400 N. Virginia
City/State/zip: Roswell, NM 88203
Phone Number: 575-622-4121 Fax: _____
Email Address: emaher@da.state.nm.us

AGENDA ITEM: 4

**Agreement A-21-021 between Chaves County
and the State of New Mexico, DFA/Local
Government Division for DWI Local Grant
FY 21/22**

MEETING DATE: 6/17/2021

STAFF SUMMARY REPORT

Action Requested by: Elly T Hollon, DWI Coordinator

Action Requested: Approval of Agreement A-21-021

Item Summary:

Chaves County DWI program was awarded \$52,000.00 in Local DWI grant funds for Fiscal Year 2021-2022. This funding will be utilized to fund a Full-time Treatment Provider.

The term of the Agreement will start on July 1, 2021 and will extend to June 30, 2022.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-21-021

Summary by: Elly T Hollon

Title: DWI Coordinator

MICHELLE LUJAN GRISHAM
GOVERNOR



DEBORAH K. ROMERO
CABINET SECRETARY

DONNIE J. QUINTANA
DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

May 18, 2021

VIA EMAIL

The Honorable Commissioner William E. Cavin
Chaves County Commission Chair
1 Saint Mary's Place
Roswell, NM 88203

Through Elly Hollon, DWI Coordinator

Dear Commissioner Cavin:

Attached is the Local Driving While Intoxicated (LDWI) Grant Agreement for the County DWI Program, #22-D-G-03 for your review and approval. **Please note that an original, wet or electronic, authorized signature is required on page 8 of the Agreement.** Once signed, return the Agreement to the LDWI Program Manager for execution. We will return to you the fully executed Agreement for your files.

Reimbursement requests for expenditures must be completed on the approved LDWI Program forms and include back up documentation for each expenditure.

If you have any questions or require additional information, please call or email Stephen Martinez, LDWI Program Manager at (505) 404-7980 or Stephen.martinez3@state.nm.us.

Sincerely,

A handwritten signature in cursive script that reads "Julie Krupcale".

Julie Krupcale, LDWI Bureau Chief
Local Government Division

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
DWI GRANT PROGRAM

A-21-021

DWI GRANT AGREEMENT
Program No. **22-D-G-03**

THIS GRANT AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the “**Division**,” and the **County of Chaves**, hereinafter called the “**Grantee**,” collectively called “**the Parties**.”

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the Local Driving While Intoxicated (“LDWI”) Grant Program Act Sections 11-6A-1 through 11-6A-6, NMSA 1978, as amended (the “Act”) and the LDWI Grant Program Regulations 2.110.4 NMAC (the “Regulations”); and

WHEREAS, on April 21, 2021, the DWI Grant Council awarded the Grantee **\$52,000.00** to support programs, services and activities to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico (“Program”); and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLE I - SCOPE OF WORK

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in its Program Description, attached hereto as Exhibit “A” and made a part of this Grant Agreement.
- B. The Grantee agrees to make no change to the Program Description herein described without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.

ARTICLE II - LENGTH OF GRANT AGREEMENT

- A. The term of this Grant Agreement shall become effective **July 1, 2021** and will terminate on **June 30, 2022**.
- B. The General Appropriation Act of 2021, Section 3, General Provisions (C) states: “Amounts set out in Section 4 of the General Appropriation Act of 2021, or so much as may be necessary, are appropriated from the indicated source for expenditure in the fiscal year 2022 for the objects expressed”. Per Section 11-6A-6(E) of the Act, any unexpended funds at the end of a fiscal year revert to the Local DWI Grant Fund.

ARTICLE III - REPORTS

A. Evaluation

1. The Grantee agrees to systematically collect, analyze and use data to examine programs, initiatives and policies by looking at both the process and the outcomes to assess their effectiveness. The Grantee agrees to review and update the existing evaluation plan periodically throughout the fiscal year.
2. The Grantee agrees that data entered into the DWI Screening Program, which includes the Managerial Data Set (MDS) Database, is complete, accurate and allows the Department of Finance and Administration's (DFA) designated evaluation contractor to develop and implement an evaluation system and/or to provide relevant reports derived from the available data.
3. In order that the Division may adequately evaluate the progress of the Local DWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the Grantee, provided that such information will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" or "HIPAA Regulations").

B. Progress Reports

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall provide periodic quarterly Progress Reports to the Division. The Progress Reports shall contain a narrative and/or bulleted highlights of successes and challenges, a detailed budget breakdown of expenditures to date which includes expenditure back-up documentation, a summary of screening fees collected and/or expended, the DWI Screening Program Quarterly Report, the MDS Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due **October 29, 2021**.
2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" in accordance with HIPAA.
3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than **October 29, 2021, January 31, 2022, and April 29, 2022** for review and comment.

C. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this Program. The Final Report shall include the information called for in Article III,

Paragraph B(1) and B(2) for the fourth quarter. This requirement shall survive the termination of this Grant Agreement.

2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Program and shall be submitted no later than **July 11, 2022.**

D. **Annual Report**

1. The Grantee shall submit to the Division one copy of the Annual Report for this Program. The Annual Report shall include the data from the DWI Screening Program, including the demographic profile of the DWI offender and the MDS data reports for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division, in the format provided by the Division. This requirement shall survive the termination of this Grant Agreement.
2. The Annual Report shall be submitted no later than **July 29, 2022.**

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed **Fifty Two Thousand Dollars and no Cents (\$52,000.00).** The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C (1)", which by this reference are fully incorporated into this Grant Agreement. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the budget without the prior written approval of the Division.
- B. It is understood and agreed that if any portion of the funds set forth in Paragraph IV (A) are not expended at the completion of this Grant Agreement period for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.
- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly Progress Reports accompanied by the following completed forms: Request for Payment Form, attached hereto as Exhibit "D" and "D(1)"; and Detailed Breakdown By Budget Line Item Form, including Screening Fees Collected, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and any capital expenditures.
- D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. **The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.**

ARTICLE V - MODIFICATION AND TERMINATION

- A. The Division, by written notice to the Grantee, shall have the right to immediately terminate this Grant Agreement at any time if, in the judgment of the Division, the

provisions of this Grant Agreement are violated or the activities described in the Program Description do not progress satisfactorily. In this regard, the Division may demand refund of all or part of the funds dispersed to the Grantee.

- B. The Parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement.
- C. Early Termination for Convenience: Except as provided in Article X, Appropriations, and Article V, Paragraph A, above, either the Division or Grantee may terminate this Grant Agreement by providing the other party with a minimum of thirty (30) days' advance, written notice of the termination.
- D. Liability in the Event of Early Termination: In the event of early termination of this Grant Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
 - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
 - b. Incurred on or before the termination date in the notice of early termination;
 - c. For permissible purposes under this Grant Agreement's Program Description and procured and executed in accordance with applicable law; and
 - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Grant Agreement.

ARTICLE VI - CERTIFICATION

The Grantee hereby assures and certifies that it will comply with all State regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the grant that:

- A. It has the legal authority to receive and expend the funds as described in the Program Description.
- B. It shall meet all requirements of the Act and the Regulations and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Grant Agreement and provide verification thereof to the Division.
- C. It shall finance all costs of the Program, including all Program overruns.
- D. Every treatment facility, program or other provider it contracts with to perform the activities that are subject to this Grant Agreement, shall, at all times, comply with all applicable State and federal laws and regulations and any and all licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provision: "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.
- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199,

NMSA 1978. All professional services, activities or programs provided through a service provider must be implemented through a professional service contract. **The Grantee will submit all Program related contracts, and agreements to the Division for review and approval prior to execution. Amendments to existing contracts must also be submitted to the Division for review and approval prior to execution.**

Without limiting the foregoing, Grantee shall be **required** to complete a request-for-proposal (RFP) for contracts over \$60,000; provided, however, that if the Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed. Sole Source contracts can be utilized if written justification is provided confirming that the organization is the only one in the area that can provide the services, which are uniquely and substantially related to the intended purpose of the contract. The Grantee shall be required to submit to the Division written documentation describing the reason(s) for sole source contracting prior to entering into the contract. Grantee shall adhere to all applicable provisions and requirements set forth in the State Procurement Code.

- F. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.
- G. It will comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of State DWI grant funds.
- H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for any use other than those specified in the scope of work as defined in the Grant Agreement without the prior approval of the Division.
- I. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.
- J. It will comply with all applicable HIPAA requirements and regulations.

ARTICLE VII - RETENTION OF RECORDS

All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC. The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VIII - REPRESENTATIVES

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Program:

Name: Elly T Hollon
Title: Coordinator
Address: #1 St. Mary's Place
Roswell, NM 88203

Phone: (575) 624-6596
Email: Elly.hollon@chavescounty.gov

- B. The Division designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of Grantee:

Name: Stephen Martinez
Title: DWI Program Manager
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 203
Santa Fe, NM 87501

Phone: (505) 470-7980
Email: Stephen.martinez3@state.nm.us

ARTICLE IX - SPECIAL CONDITIONS

- A. The Grantee shall budget and expend a minimum of **10 percent** of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **Twenty Four Thousand Dollars and No Cents (\$24,000.00) (46%)** as its matching funds commitment.
- B. The Grantee shall not budget, nor at any time exceed, expenditures greater than **ten percent** of its overall grant funding for capital purchases incurred during the grant period.
- C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol by July 30, 2021**, for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the Division for its review and comment, as necessary.
- D. The Grantee shall submit to the Division written copies of the description of the **screening program protocol by July 30, 2021**, for review and comment. All changes and modifications made to the screening program, including its materials, shall be reported to the Division for its review and comment.
- E. The Grantee shall submit to the Division written copies of the description of the

compliance monitoring program protocol by July 30, 2021, for review and comment. All changes and modifications made to the compliance monitoring program, including its materials, shall be reported to the Division for its review and comment.

- F. The Grantee shall submit **LDWI Planning Council by-laws by July 30, 2021**.
- G. **The Grantee shall enter screening and tracking data online in the DWI Screening Program. Data shall be entered and maintained, at a minimum on a quarterly basis.**
- H. **The Grantee shall enter the prevention and enforcement goals and activities online in the MDS database. Data shall be entered and maintained on a quarterly basis.**
- I. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978.

ARTICLE X - APPROPRIATIONS

The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between the Grantee and third parties that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

ARTICLE XI – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

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

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) grant agreement. If the Division terminates the grant agreement, the County of Chaves may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County of Chaves's only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

CHAVES COUNTY

By: _____ Date _____
Authorized Signatory

(Type or Print Name)

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

By: _____ Date _____
Donnie Quintana, Director

EXHIBIT "A"

PROJECT DESCRIPTION

Name of Grantee: Chaves County

Grant No.: 22-D-G-03

Grant Amount: \$52,000.00

Grantee will provide DWI program activities in the following areas:

1. Screening:

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

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

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

2. Treatment: Outpatient/Jail based

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

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

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

The Children, Youth and Families Department (CYFD) has the statutory authority to oversee the Court Ordered Domestic Violence Offender Treatment and Intervention Programs (DVOTI). Any LDWI program funds used to supplement county DVOTI programs must adhere to the CYFD rule on DVOTI's, NMAC 8.8.7. DVOTI funded programs/personnel must participate in LDWI Planning Council meetings and coalition meetings.

3. Compliance Monitoring/Tracking:

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

**EXHIBIT "B" QUARTERLY REPORT CHECKLIST AND CERTIFICATION
DISTRIBUTION/DWI GRANT**

Grantee: _____

Quarter: _____

To be completed by DWI Coordinator	To be completed by LDWI Program Manager
Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation	Grant: Received complete: _____ <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation
Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected & spent	Distribution: Received complete: _____ <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected & spent
<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report	<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report
<input type="checkbox"/> Complete, Review & Attach Managerial Data Set (MDS) Quarterly Report from NOBLE	<input type="checkbox"/> Review Managerial Data Set (MDS) Quarterly Report
<input type="checkbox"/> Complete, Review & Attach Database Screening & Tracking Quarterly Report from NOBLE	<input type="checkbox"/> Review Database Screening & Tracking Quarterly Report
<input type="checkbox"/> Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign in Sheet(s)	<input type="checkbox"/> Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign in Sheet(s)
<input type="checkbox"/> Successes/Challenges	<input type="checkbox"/> Successes/Challenges
<input type="checkbox"/> Evaluation Update Narrative	<input type="checkbox"/> Evaluation Update Narrative

Under penalty of law, I hereby certify that all payments made from LDWI grant and distribution monies were verified and accounted for by locally implemented policies and controls; no "individually identifiable health information" as defined by the HIPAA Regulations has been included in the report; and that to the best of my knowledge and belief, the information contained in this report is correct and true and that no other funding source is reimbursing these specific expenditures.

Program Representative Signature

Print Name

Date

County/City Official Signature

Print Name

Date

FOR DFA USE ONLY

I certify that I have reviewed the attached documents for accuracy.

LDWI Program Manager Signature

Print Name

Date

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

Grantee
Chaves County

Grant No.: 22-D-G-03

Total Grant
\$52,000.00

REVENUES BY SOURCE		EXPENDITURES BY LINE ITEM	Grant	In-Kind Match***	TOTAL
		ADMINISTRATIVE*			
Local DWI Program Grant	52,000.00	Personnel Services		0.00	0.00
		Employee Benefits		0.00	0.00
In-Kind Match:					
Program Generated Fees	24,000.00				
County					
City		PROGRAM			
Judicial/Courts		Personnel Services	0.00	0.00	0.00
Other (list):		Employee Benefits	0.00	0.00	0.00
		Travel (In-State)	0.00	0.00	0.00
		Travel (Out-of-State)	0.00	0.00	0.00
		Supplies	0.00	0.00	0.00
		Operating Costs	0.00	0.00	0.00
		Contractual Services	52,000.00	24,000.00	76,000.00
		Minor Equipment	0.00	0.00	0.00
		Capital Purchases**	0.00	0.00	0.00
TOTAL REVENUES	76,000.00	TOTAL EXPENDITURES	52,000.00	24,000.00	76,000.00

* Administrative is allowed only as In-Kind Match
 **Capital purchases must have prior approval from DFA/LDWI.
 *** In-Kind Match must be at least 10% of Grant Expenditure total
 10%= 5,200.00

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

Grant:

	<u>Budget</u>
Prevention	0.00
Enforcement	0.00
Screening	0.00
Treatment: Outpatient/Jailbased	52,000.00
Compliance Monitoring/Tracking	0.00
Coordination, Planning & Evaluation	0.00
Alternative Sentencing	0.00
Totals:	52,000.00
ck	52,000.00

Chaves County
PO Box 1772
Roswell, NM 88202

575-624-6576
22-D-G-03

In-Kind Match:

	<u>Budget</u>
Prevention	0.00
Enforcement	0.00
Screening	24,000.00
Treatment: Outpatient/Jailbased	0.00
Compliance Monitoring/Tracking	0.00
Coordination, Planning & Evaluation	0.00
Alternative Sentencing	0.00
Totals:	24,000.00

ck 24,000.00

Tot. Bud. Expd: 76,000.00 ck

76,000.00

LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report

Exhibit D

Payment Request No.: **1**

I. A. Grantee: Chaves County B. Address: PO Box 1772 Roswell, NM 88202 C. Telephone No.: 575-624-6576 D. Grant No.: 22-D-G-03	II. Payment: A. Grant Award: \$52,000.00 B. Funds Received To Date: \$0.00 C. Amount Requested This Payment: \$0.00 D. Grant Balance: \$52,000.00 III. Report Period Ending: Enter Date-->
---	---

52,000.00

Budget Line Items	Grant					In-Kind Match				
	Approved Budget	Expenditures This Request	Remaining Budget	Total YTD Expenditures		Approved Budget	Expenditures This Request	Remaining Budget	Total YTD Expenditures	
ADMINISTRATIVE										
Personnel Services						0.00	0.00	0.00	0.00	Per. Serv.
Employee Benefits						0.00	0.00	0.00	0.00	Empl. Ben.
PROGRAM										
Personnel Services	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	Per. Serv.
Employee Benefits	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	Empl. Ben.
Travel (In-State)	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	Travel In
Travel (Out-of-State)	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	Travel Out
Supplies	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	Supplies
Operating Costs	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	Operating
Contractual Services	52,000.00	0.00	52,000.00	0.00		24,000.00	0.00	24,000.00	0.00	Contractual
Minor Equipment	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	Minor Equip.
Capital Purchases	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	Capital Purch.
TOTALS	52,000.00	0.00	52,000.00	0.00		24,000.00	0.00	24,000.00	0.00	

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

Grantee Fiscal Officer (Printed Name and Title)

Grantee Representative (Printed Name and Title)

Grantee Fiscal Officer (Signature) Date

Grantee Representative (Signature) Date

(DFA/Local Government Division Use Only)

Local Government Division Fiscal Officer Date

Local Government Division Program Manager Date

LOCAL DWI GRANT PROGRAM
Request for Payment/Financial Status Report
Breakdown By Component

Exhibit D (1)
0

Grantee: Chaves County
 Grant No.: 22-D-G-03
 Request No. 1

Total Grant Funds Requested This Request: 0.00
 Total In-Kind Match This Request: 0.00
 Total Expenditures Reported This Request: 0.00

Grant:

	<u>Budget</u>	<u>This Request</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>
Prevention	0.00	0.00	0.00	0.00
Enforcement	0.00	0.00	0.00	0.00
Screening	0.00	0.00	0.00	0.00
Treatment: Outpatient/Jailbased	52,000.00	0.00	52,000.00	0.00
Compliance Monitoring/Tracking	0.00	0.00	0.00	0.00
Coordination, Planning & Evaluation	0.00	0.00	0.00	0.00
Alternative Sentencing	0.00	0.00	0.00	0.00
Totals:	52,000.00	0.00	52,000.00	0.00

In-Kind Match:

	<u>Budget</u>	<u>This Request</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>	<u>Additional In-Kind Match</u>
Prevention	0.00	0.00	0.00	0.00	
Enforcement	0.00	0.00	0.00	0.00	
Screening	24,000.00	0.00	24,000.00	0.00	
Treatment: Outpatient/Jailbased	0.00	0.00	0.00	0.00	
Compliance Monitoring/Tracking	0.00	0.00	0.00	0.00	
Coordination, Planning & Evaluation	0.00	0.00	0.00	0.00	
Alternative Sentencing	0.00	0.00	0.00	0.00	
Totals:	24,000.00	0.00	24,000.00	0.00	0.00

Total Expenditures This Reimbursement:	<u>0.00</u>	↔	Checks: <u>0.00</u>
Total Expenditures Year to Date:	<u>0.00</u>	↔	<u>0.00</u>
Total Additional In-Kind Match Year to Date:	<u>0.00</u>		

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

Grantee Representative (Signature)

Title

Date

Exhibit G - Grant

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: _____
 Grant No.: _____
 Request No.: _____

Total Grant Funds Requested This Request: 0.00
 Total In-Kind Match This Request: 0.00
 Total Expenditures Reported This Request: 0.00

Grant Expenditures:

ADMINISTRATIVE

Administrative expenses are not allowed.

PROGRAM

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Personnel Services:				<u>0.00</u>	

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Document Identifier</u>	<u>Description</u>	<u>Amount</u>	<u>Component</u>
Total Employee Benefits:				<u>0.00</u>		

Travel (In-State)

<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Travel (In-State):				<u>0.00</u>		

Exhibit G- Grant

Travel (Out-of-State)

<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Travel (Out-of-State):						<u>0.00</u>

Supplies (*List Prevention Giveaways/Promotional Items separately below)

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>

***Prevention Giveaways/Promotional Items**

Total Supplies:						<u>0.00</u>

Operating Costs

<u>Date(s) Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Operating Costs:						<u>0.00</u>

Contractual Services

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Contractual Services:						<u>0.00</u>

Minor Equipment

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Minor Equipment:						<u>0.00</u>

Exhibit G- Grant

Capital Purchases

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
					Total Capital Purchases:	<u>0.00</u>

Total Grant Fund Reimbursement Request: 0.00

Check: 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

Grantee Representative (Signature)

Title

Date

Exhibit G - Grant In-Kind Match

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: 0
 Grant No.: 0
 Request No.: 0

Total Grant Funds Requested This Request: 0.00
 Total In-Kind Match This Request: 0.00
 Total Expenditures Reported This Request: 0.00

In-Kind Match Expenditures:

ADMINISTRATIVE

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Document Identifier</u>	<u>Description</u>	<u>Amount</u>	<u>Component</u>
Total Personnel Services:					0.00	

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Document Identifier</u>	<u>Description</u>	<u>Amount</u>	<u>Component</u>
Total Employee Benefits:					0.00	

PROGRAM

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Personnel Services:				0.00	

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Document Identifier</u>	<u>Description</u>	<u>Amount</u>	<u>Component</u>
Total Employee Benefits:					0.00	

Travel (In-State)

<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>

Exhibit G - Grant In-Kind Match

Total Travel (In-State): 0.00

Travel (Out-of-State)

<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>

Total Travel (Out-of-State): 0.00

Supplies

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>

Total Supplies: 0.00

Operating Costs

<u>Date(s) Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>

Total Operating Costs: 0.00

Contractual Services

<u>Date(s) Incurred</u>	<u>Vendor / Contractor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>

Total Contractual Services: 0.00

Minor Equipment

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>

Total Minor Equipment: 0.00

Capital Purchases

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>

Total Capital Purchases: 0.00

Exhibit G - Grant In-Kind Match

Total In-Kind Match:

Check: 0.00 0.00

<u>Additional In-Kind Match</u>	<u>Total Amount</u>	<u>Fee Amount & Source</u>	<u>Additional Sources</u>
Prevention			
Enforcement			
Screening			
Treatment: Outpatient/Jail based			
Compliance Monitoring/Tracking			
Coordination, Planning, & Evaluation			
Alternative Sentencing			

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

Grantee Representative (Signature)

Title

Date

Item # 5

Agreement A-21-022 –Legal Services for
Chaves County

Meeting Date: 06/17/2021

STAFF SUMMARY

REQUESTED BY: Sandra Rodriguez, Purchasing Director

ACTION REQUIRED: Approve Agreement A-21-022

SUMMARY:

On May 20, 2021 the Commission awarded RFP-21-1 Legal Services for Chaves County to Stanton L. Riggs, Attorney at Law, LLC. Agreement A-21-022 is the agreement for those services. Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-21

Submitted by: Sandra Rodriguez
Title: Purchasing Director

**AGREEMENT A-21-022
BETWEEN CHAVES COUNTY AND STANTON L RIGGS, ATTORNEY AT LAW, LLC
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 17th day of June, 2021, by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of Commissioners, hereinafter referred to as "County" and Stanton L Riggs, Attorney at Law, LLC, who's address is PO Box 20068, Albuquerque, New Mexico 87154, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, Chaves County solicited proposals from attorneys to provide legal services to Chaves County RFP 21-1 in March of 2021, and

WHEREAS, the Chaves County Board of Commissioners selected Contractor to provide legal services to the County at the May 20, 2021 County Commission meeting, and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein the parties hereto agree as follows:

1. SCOPE OF WORK. Contractor shall provide legal advice and services to include, but not limited to:
 - A. Representing the County and it's duly authorized officers and elected officials in all matters brought by or against said County, during and throughout the continuance of the Agreement, which may be pending or which may hereafter be instituted in the courts of the State of New Mexico and the courts of the United States of America located within the State of New Mexico, and before all administrative agencies and departments of the government;
 - B. Travel to and attend all meetings of the Board of County Commissioners of Chaves County, New Mexico;
 - C. Travel to and attend all meetings of the New Mexico Counties;
 - D. Routine telephone calls;
 - E. Preparing and/or reviewing all contracts, ordinances, resolutions, franchises, and other miscellaneous documents;
 - F. Advising each of the elected officers and various department heads;

- G. Handling of routine litigation matters that arise during a fiscal year, such as the receipt, cataloging, and response to Tort Claim Notices, gathering of information and transmission of that information to the New Mexico Counties defense counsel, and coordination of communication regarding the defense of those matters;
 - H. Rendering legal opinions;
 - I. Performing any and all other legal services as the County or its duly authorized officers or elected officials may request or require from time to time.
2. COMPENSATION. The County shall pay Contractor a flat fee of Seven-Thousand Five Hundred Dollars (\$7,500.00) per month plus gross receipts. The Contractor's EIN number is 85-3354484.
- a. Contractor shall invoice the County once a month.
 - b. County agrees to render payment within thirty (30) days.
3. TERM. The primary term of this Agreement begins on July 1, 2021 and ends June 30, 2022, This Agreement shall automatically renew for up to three (3) additional one (1) year periods, not to exceed a total of four (4) years, unless terminated in accordance with the terms provided herein.
4. TERMINATION. This Agreement may be terminated by either party hereto with or without cause upon written notice to the other party at least sixty (60) days prior to the intended date of termination.
5. CONTRACTOR STATUS. Contractor is an independent contractor performing certain services for the County and is not an employee of the County. As such, Contractor shall not receive leave, retirement, insurance, bonding, use of County vehicles, equipment or any other benefits afforded to employees of the County. In addition, Contractor does not have the authority to commit or bind the County in any manner.
6. INSURANCE. Contractor shall maintain the following insurance policies:
- a. Malpractice insurance
 - b. General liability insurance
 - c. Automobile insurance

7. CONFLICT OF INTEREST. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or service required under the Agreement.
8. GOVERNMENTAL CONDUCT ACT. The Contractor represents and warrants that it has complied and will continue to comply with all applicable provisions of the Governmental Conduct Act. Section 10-16-1, NMSA, 1978.
9. INDEMNIFICATION. Contractor agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct of Contractor in the performance of this Agreement by Contractor hereunder, excluding liability due to the willful misconduct or negligent acts of the County or its employees.
10. ASSIGNMENT. Contractor will not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without approval of the County.
11. RELEASE. Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its Elected Officials, Officers and Employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the County unless Contractor has express written authority to do so, and then only within strict limits of that authority.
12. MODIFICATION. This Agreement shall not be modified except in writing by amendment executed by both parties.
13. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New Mexico.

The County and Contractor have each caused this agreement to be executed by their duly authorized officers as of the date first written above.

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
William E Cavin, Chairman

ATTEST:

Cindy Fuller, County Clerk

STANTON L RIGGS, ATTORNEY AT LAW, LLC

By: _____
Stanton L Riggs, Attorney

AGENDA ITEM: 6

Agreement A-21-030 between Chaves County and Eye Associates of New Mexico for Lease of Office Space at Pecos Valley Medical Complex

MEETING DATE: June 17, 2021

STAFF SUMMARY REPORT

ACTION REQUESTED BY: William B Williams, County Manager

ACTION REQUESTED: Approve Agreement

ITEM SUMMARY:

This is a lease agreement for office space located at the Pecos Valley Medical Complex, 1606 SE Main Street, Roswell, NM. Eye Associates has leased this building for the last five years. The new lease is for a one-year period with four additional one-year automatic renewals not to exceed a total of five years. The rent is \$9,649.00 a month. The rent will increase by 1.5% for each year of the renewal. Eye Associates has been a good lessee and Chaves County desires to continue this relationship.

Staff recommends approval of Agreement A-21-030.

SUPPORT DOCUMENTS: Agreement A-21-030

SUMMARY BY: William B Williams

TITLE: County Manager

AGREEMENT A-21-030
BETWEEN CHAVES COUNTY AND EYE ASSOCIATES OF NEW MEXICO
FOR LEASE OF PECOS VALLEY MEDICAL COMPLEX

THIS AGREEMENT is made and entered into this _____ day of June, 2021, by and between the County of Chaves, a political subdivision of the State of New Mexico, herein referred to as "Lessor" and Eye Associates of New Mexico, Ltd. a New Mexico Professional Corporation, hereinafter referred to as "Lessee."

WHEREAS, Lessor is the owner of certain property located in Roswell, New Mexico, known as the Pecos Valley Medical Complex, which is located at 1606 SE Main Street, Roswell, New Mexico; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor the entire building located at 1606 SE Main, Roswell, NM (hereinafter the "Premises"), upon the terms and conditions set forth herein.

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

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

2. TERM. The primary term of this Lease is for one year beginning July 1, 2021 and ending June 30, 2022. This Agreement shall automatically renew for up to four (4) additional one (1) year periods, not to exceed a total of five (5) years, unless terminated in accordance with the terms provided herein.

3. OPTION TO RENEW. The parties may renew this Lease Agreement for four (4) additional one (1) year periods. The terms of lease for each renewal shall be the same as contained herein except for the Rental.

4. RENT. The lease amount shall be paid in monthly installments of Nine-Thousand Six Hundred and Forty-Nine Dollars (\$9,649.00), which sum shall be paid on the first day of each month during the primary term of this Lease. The Rent shall increase by 1.5% per year for each renewal. Lessee may prepay any installment or installments of rent at any time provided, however, that such prepayment shall not be in excess of six (6) months annual rental without the prior written consent of Lessor. All rentals required by the terms of this Lease shall be paid in lawful money of the United States or by check or draft of the Lessee, redeemable in lawful money of the United States, and shall be paid to **Chaves County Treasurer, PO Box 1172, Roswell, NM 88202-1772** (check shall reference property), or at such other address as Lessor may from time to time furnish Lessee for this purpose.

5. USE OF PREMISES. Lessee covenants and agrees that it will use and occupy the Premises only as a medical office or for related medical or medical support

activities, and for no other purpose without having first obtained the written consent of the Lessor. In the event Lessee fails to utilize and occupy the Premises as a medial office or for activities reasonably related thereto without having first obtained the written consent of Lessor, Lessor shall have the option to terminate this Lease, and to re-enter the Premises as hereinafter set forth. Notwithstanding anything contained herein to the contrary, in no event shall the Lessee use the Premises in any way which will increase the risks covered by insurance on the Premises and result in a cancellation of any insurance required to be obtained by this Agreement, even if such a use would otherwise be in furtherance of Lessee's business purposes. Lessee, at its expense, shall conform with and comply with all applicable regulations, ordinances and laws relating to the use and occupancy of the Premises.

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

7. UTILITIES. Lessee shall pay for the following utilities serving the Premises during the term of this Lease: electricity, gas, and telephone service. All payments shall be made by the Lessee directly to the utility company furnishing such service, so that neither the Lessor nor the Premises shall be or become liable for any such rate, rentals, or charges.

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

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

9. LIABILITY OF LESSEE. Lessee agrees to defend, indemnify and save Lessor harmless against any and all loss, damage, claim or expense, including costs and attorney's fees, arising out of the use of the Premises by Lessee, its agents, employee,

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

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

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

11. ALTERATIONS OR ADDITIONS. Provided Lessee is not in default under the terms of this Lease, Lessee may, at its own expense, and WITH THE EXPRESS WRITTEN CONSENT OF LESSOR alter and/or modify the Premises, including the internal structures, installations and improvements located upon the Premises, as Lessee shall so elect. The construction and/or alteration of the Premises shall be done in a good and workmanlike manner and in conformity with all applicable laws, ordinance, restrictions, and regulations. All plans for any material changes must first be submitted to and receive the approval of Lessor. Lessor agrees to respond promptly to each request for approval. Requests for minor modifications may be made without detailed plans. All requests, including plans if applicable, shall be submitted to the Lessor's County Manager or the Public Service Director. At the termination of the Lease, all alterations and modifications shall become the property of the Lessor.

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

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

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

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

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

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

D. Lessee acknowledges and agrees that the Lessor is not the insurer of the Premises, and Lessee is required to secure its own insurance to cover its own property and equipment, if it so elects.

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

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

Default in the payment of any fixed monthly rent or any other sums specifically to be paid by Lessee hereunder and such default shall not have been cured within ten (10) days after written notice has been given to Lessee specifying that such payment is due; or Default in the observance or performance of any of the Lessee's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Lessee, and such default shall not have been cured within fifteen (15) working days after Lessor shall have given Lessee written notice thereof specifying such default; provided, however, that if the default complained of shall be of such nature that the same cannot be completely remedied, or cured within such fifteen (15) day period, then such default shall not be an enforceable default against Lessee for the purposes of this paragraph if Lessee shall have commenced

curing such default within such fifteen (15) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of.

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

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

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

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

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

E. In the event of a breach by Lessee, Lessor shall be entitled to recover its attorney's fees and costs.

F. The remedies of Lessor hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Lessor may be entitled in law or in equity. The failure of Lessor to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment of the future of such or any other covenant or option, nor shall the receipt by lessor of rent with knowledge of any default by Lessee, or any other action of Lessor except a waiver expressed in writing signed by Lessor, be deemed a waiver of such default, nor shall the acceptance of Lessor of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof, nor absolve Lessee from its obligation to pay the full rental provided herein. The parties stipulate acceptance of any lesser sum than the full rent due shall be an acceptance of the amount paid on account of the full rent due and will only be applied to the sums due and will not constitute a novation, amendment or settlement.

16. ASSIGNMENTS, LEASES AND SUBLEASES. Lessee shall not assign any interest in this Lease or the Premises or sublease the premises, or any portion thereof, without the prior written consent of Lessor.

A. Before any assignment of the Lease shall become effective, the assignee shall in writing assume and agree to be bound by all the covenants, agreements, terms and conditions of this Lease. No assignment, sublease, or transfer of interest in whole or in part made by Lessee or any subsequent assignee or transferee in interest shall operate to discharge or abate any obligation hereunder made or hereafter assumed by Lessee or by any assignee or Sublessee or transferee.

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

C. Any unauthorized assignment or sublease shall, at the option of Lessor, be void and shall terminate the Lease. In addition, the Lessor shall be entitled to all compensation paid to Lessee by the Sublessee.

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

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

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

20. NOTICES. At any notice provided for herein shall be sufficiently given if served personally or if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or by courier service (e.g. Federal Express), addressed to the party to whom the notice is to be served. If either the Lessor or Lessee shall at any time change its name, or if there be an assignment or other disposition of lease rights by either party, or if either party changes the place of address to which such notice or communication shall be sent, written notice of such communication shall be given to the other party. Until further notice in writing is served, any notice or communication with reference to this Lease Agreement addressed to Lessor may be addressed to Chaves County Manager, PO Box 1817, Roswell, NM 88202-1817, and any such notices or

communication addressed to Lessee may be addressed to Eye Associates of New Mexico, 1606 SE Main Street, Roswell, NM 88203. Notices given as provided herein shall be deemed effectively given as of the date of personal delivery or as of the third business day following the date of deposit of same for mailing in the United States Post Office, the date of delivery to the carrier service.

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

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

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

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

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

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

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

LESSOR:

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
William E Cavin, Chairman

ATTEST:

Cindy Fuller, County Clerk

LESSEE:

EYE ASSOCIATES OF NEW MEXICO, LTC.

By: _____
Tony Lenhart, Executive Vice President

AGENDA ITEM: 7

A. Agreement A-21-031 Lease Agreement between Chaves County and Dianne S. Meda to Lease Office Space at 1600 SE Main, Suite D-2

B. Agreement A-21-032 Lease Agreement between Chaves County and Diane Taylor to Lease Office Space at 1600 SE Main, Suite D-2

MEETING DATE: June 17, 2021

STAFF SUMMARY REPORT

ACTION REQUESTED BY: William B Williams

ACTION REQUESTED: Approve Agreements A-21-031 and A-21-032

ITEM SUMMARY:

Ms. Dianne Meda and Ms. Diane Taylor are both independent contractors who perform services for the Chaves County DWI program. They have leased one office from the County at Suite D-2 of the St. Mary's complex for the last four years. They have been good lessees and the County wishes to continue the leases.

Staff recommends approval.

SUPPORT DOCUMENTS: A-21-031 and A-21-032

SUMMARY BY: William B Williams

TITLE: County Manager

**LEASE AGREEMENT A-21-031
BETWEEN CHAVES COUNTY AND DIANNE S. MEDA
FOR LEASE OF OFFICE BUILDING**

THIS AGREEMENT is made and entered into this _____ day of June, 2021, by and between the County of Chaves, a political subdivision of the State of New Mexico, herein referred to as "Lessor" and Dianne S. Meda, hereinafter referred to as "Lessee."

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

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor the office space, which is approximately 230 square feet, constituting a portion of the building identified as Suite D-2 Office 1, (the "Premises"), upon the terms and conditions set forth herein.

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

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

2. TERM. The primary term of this Lease is for one year beginning July 1, 2021 and ending June 30, 2022. This Agreement shall automatically renew for up to three (3) additional one (1) year periods, not to exceed a total of four (4) years, unless terminated in accordance with the terms provided herein.

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

4. RENT. The lease amount shall be paid in monthly installments of Two Hundred Dollars (\$200.00), which sum shall be paid on the first day of each month during the term of this Lease. Lessee may prepay any installment or installments of rent at any time provided, however, that such prepayment shall not be in excess of six (6) months annual rental without the prior written consent of Lessor. All rentals required by the terms of this Lease shall be paid in lawful money of the United States or by check or draft of the Lessee, redeemable in lawful money of the United States, and shall be paid to Chaves County Treasurer, PO Box 1772, Roswell, NM 88202-1772 (check shall reference property).

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

Lessee fails to utilize and occupy the Premises as an office or for activities reasonably related thereto without having first obtained the written consent of Lessor, Lessor shall have the option to terminate this Lease, and to re-enter the Premises as hereinafter set forth. Lessee, at its expense, shall conform with and comply with all applicable regulations, ordinances and laws relating to the use and occupancy of the Premises.

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

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

8. REPAIRS AND MAINTENANCE. During the term of this Lease and all renewals thereof, Lessee shall make, at its own expense, all repairs needed to maintain the Premises in good condition and repair, including such repairs, alterations and maintenance as may be necessary to impede normal wear and tear, or as may be necessary in order that the Premises, including the improvement or fixtures thereon, shall conform to the lawful requirements, laws, ordinances, directions of proper public authorities, except those repairs and maintenance which are the responsibility of Lessor.

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

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

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

10. LESSOR'S ACCESS TO THE PREMISES. Lessor, its agents or employees, shall have the right to enter the Premises during normal business hours to

inspect said Premises. Notwithstanding anything contained herein, Lessor shall have no duty whatsoever to make any inspection, and lessor shall not be held liable for any failure to discover, observe, or remedy any defects on or about the Premises. Lessor shall inspect the Premises with Lessee at the beginning of this Lease.

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

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

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

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

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

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

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

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

and all goods, chattels and other property belonging to the Lessee and located upon he Premises.

16. NOTICES. Any notice provided for herein shall be sufficiently given if served personally or if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party to whom the notice is to be served. If either the Lessor or Lessee shall at any time change its name, or if there be an assignment or other disposition of lease rights by either party, or if either party changes the place of address to which such notice or communication shall be sent, written notice of such communication shall be given to the other party. Until further notice in writing is served, any notice or communication with reference to this Lease Agreement addressed to Lessor may be addressed to the Chaves County Manager, PO Box 1817, Roswell, NM 88202-1817, and any such notices or communication addressed to Lessee may be addressed to Dianne S. Meda, 1600 SE Main, Suite D-2, Roswell, NM 88203. Notices given as provided herein shall be deemed effectively given as of the date of personal delivery or as of the third business day following the date of deposit of same for mailing in the United States Post Office.

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

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

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

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

21. TITLES FOR CONVENIENCE ONLY. The titles assigned to the foregoing provisions are assigned solely for the purpose of convenience. The substantive matters

contained in the provisions of this Lease shall take precedence over the titles describing the same should a conflict arise between the two.

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

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

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
William E Cavin, Chairman

ATTEST:

Cindy Fuller, County Clerk

LESSEE:

By: _____
Dianne S. Meda

**LEASE AGREEMENT A-21-032
BETWEEN CHAVES COUNTY AND DIANE TAYLOR
FOR LEASE OF OFFICE BUILDING**

THIS AGREEMENT is made and entered into this _____ day of June, 2021, by and between the County of Chaves, a political subdivision of the State of New Mexico, herein referred to as "Lessor" and Diane Taylor, hereinafter referred to as "Lessee."

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

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor the office space, which is approximately 230 square feet, constituting a portion of the building identified as Suite D-2 Office 2, (the "Premises"), upon the terms and conditions set forth herein.

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

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

2. TERM. The primary term of this Lease is for one year beginning July 1, 2021 and ending June 30, 2022. This Agreement shall automatically renew for up to three (3) additional one (1) year periods, not to exceed a total of four (4) years, unless terminated in accordance with the terms provided herein.

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

4. RENT. The lease amount shall be paid in monthly installments of Two Hundred Dollars (\$200.00), which sum shall be paid on the first day of each month during the term of this Lease. Lessee may prepay any installment or installments of rent at any time provided, however, that such prepayment shall not be in excess of six (6) months annual rental without the prior written consent of Lessor. All rentals required by the terms of this Lease shall be paid in lawful money of the United States or by check or draft of the Lessee, redeemable in lawful money of the United States, and shall be paid to Chaves County Treasurer, PO Box 1772, Roswell, NM 88202-1772 (check shall reference property).

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

Lessee fails to utilize and occupy the Premises as an office or for activities reasonably related thereto without having first obtained the written consent of Lessor, Lessor shall have the option to terminate this Lease, and to re-enter the Premises as hereinafter set forth. Lessee, at its expense, shall conform with and comply with all applicable regulations, ordinances and laws relating to the use and occupancy of the Premises.

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

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

8. REPAIRS AND MAINTENANCE. During the term of this Lease and all renewals thereof, Lessee shall make, at its own expense, all repairs needed to maintain the Premises in good condition and repair, including such repairs, alterations and maintenance as may be necessary to impede normal wear and tear, or as may be necessary in order that the Premises, including the improvement or fixtures thereon, shall conform to the lawful requirements, laws, ordinances, directions of proper public authorities, except those repairs and maintenance which are the responsibility of Lessor.

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

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

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

10. LESSOR'S ACCESS TO THE PREMISES. Lessor, its agents or employees, shall have the right to enter the Premises during normal business hours to

inspect said Premises. Notwithstanding anything contained herein, Lessor shall have no duty whatsoever to make any inspection, and lessor shall not be held liable for any failure to discover, observe, or remedy any defects on or about the Premises. Lessor shall inspect the Premises with Lessee at the beginning of this Lease.

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

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

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

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

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

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

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

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

and all goods, chattels and other property belonging to the Lessee and located upon the Premises.

16. NOTICES. Any notice provided for herein shall be sufficiently given if served personally or if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party to whom the notice is to be served. If either the Lessor or Lessee shall at any time change its name, or if there be an assignment or other disposition of lease rights by either party, or if either party changes the place of address to which such notice or communication shall be sent, written notice of such communication shall be given to the other party. Until further notice in writing is served, any notice or communication with reference to this Lease Agreement addressed to Lessor may be addressed to the Chaves County Manager, PO Box 1817, Roswell, NM 88202-1817, and any such notices or communication addressed to Lessee may be addressed to Diane Taylor, 1600 SE Main, Suite D-2, Roswell, NM 88203. Notices given as provided herein shall be deemed effectively given as of the date of personal delivery or as of the third business day following the date of deposit of same for mailing in the United States Post Office.

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

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

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

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

21. TITLES FOR CONVENIENCE ONLY. The titles assigned to the foregoing provisions are assigned solely for the purpose of convenience. The substantive matters

contained in the provisions of this Lease shall take precedence over the titles describing the same should a conflict arise between the two.

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

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

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
William E Cavin, Chairman

ATTEST:

Cindy Fuller, County Clerk

LESSEE:

By: _____
Diane Taylor

AGENDA ITEM: 8

Resolution R-21-025 Local Emergency /
Disaster Declaration

MEETING DATE: June 17, 2021

STAFF SUMMARY REPORT

ACTION REQUESTED BY: William B Williams, County Manager

ACTION REQUESTED: Ratify Resolution

ITEM SUMMARY:

Chaves County declared an emergency on June 3, 2021 due to the severe weather that occurred May 30, 31 and June 1, 2021. Flooding occurred at the Roswell Air Center and southern Roswell due to the failure of the Hondo River Diversion #3 Levee. At this time, we are requesting ratification of this declaration. The Declaration of Emergency is required prior to any reimbursements the County may receive.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution # R-21-025

SUMMARY BY: William B Williams

TITLE: County Manager

**CHAVES COUNTY
RESOLUTION R-21-025
LOCAL EMERGENCY / DISASTER DECLARATION**

WHEREAS, the County of Chaves including the towns of Dexter, Hagerman, Lake Arthur, City of Roswell, have suffered major damage caused by the severe weather which occurred on May 30, 2021 through June 1, 2021

WHEREAS, failure of the Hondo River Diversion #3 Levee created flooding at the Roswell Air Center and southern Roswell, and

WHEREAS, heavy rains brought extended flows down the Felix River, Walnut Draw, South Springs River and other arroyos and ditches. Extensive damage was caused to buildings, structures, homes, schools, roads and streets including private roads, personal property including livestock, dairy cattle, agricultural equipment and agricultural related businesses, and

WHEREAS, this incident has resulted in undue human suffering and hardship and threatens the safety, health, welfare, and well-being of the citizens and local economy of Chaves County; and the above name entities, and

WHEREAS, all public and private resources available to mitigate and alleviate the effects of this weather disaster have been insufficient to meet the needs of the situation, make needed repairs, and protect the public safety.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chaves County Commissioners, by virtue of the authority provided by New Mexico State Statute §4-1-1 NMSA, 1978 and the New Mexico Civil Emergency Preparedness Act, §12-10-01 thru 12-20-11 NMSA 1978, do hereby declare Chaves County and the above name cities and towns to be under a state of Disaster for the purpose of exercising necessary emergency powers, for expending local resources, and for requesting aid, assistance, relief programs, and funding that may be available from the State of New Mexico and the Federal Government.

DONE this 3rd day of June 2021.

BOARD OF CHAVES COUNTY COMMISSIONERS

By: William E. Cavin
William E Cavin, Chairman

ATTEST:
Cindy Fuller
Cindy Fuller, County Clerk

Item # 9

Resolution # R-21-026 Designating the Polling
Places for the 2021 Local Election

Meeting Date: June 17, 2021

STAFF SUMMARY

REQUESTED BY: Cindy Fuller

ACTION REQUIRED: Approve Resolution # R-21-026

SUMMARY:

Resolution R-20-003 was approved on January 16, 2020 to designate the polling places for the 2021 Local Election.

This Resolution is to add the Roswell Boys and Girls Club as a polling location for the November 2021 Regular Local Election.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-21-026
Voting Convenience Center Map

Submitted by Cindy Fuller
Title: County Clerk

CHAVES COUNTY
Resolution Number R-21-026

A Resolution Designating the Polling Places
For the 2021 Regular Local Election

WHEREAS, the New Mexico Statutes Annotated 1978, Section 1-3-2 (2019), requires that for the conduct of any statewide election, in June or July of each odd-numbered year, the Board of County Commissioners shall by resolution designate the polling place of each precinct that shall provide individuals with physical mobility limitations an unobstructed access to at least one voting machine; and

WHEREAS, the New Mexico Statutes Annotated 1978, Section 1-3-2, states that the Board of County Commissioners shall, by resolution, consolidate any precincts pursuant to Section 1-3-4 NMSA 1978; shall designate any mail ballot election precincts pursuant to Section 1-6-22.1 NMSA 1978; and shall create additional polling places in existing precincts pursuant to Section 1-3-7.1 NMSA 1978. In addition, any voter of the county shall be allowed to vote on a regular ballot at any voter convenience center in the county; each voter convenience center shall be a consolidated precinct composed of no more than ten (10) precincts; each consolidated precinct shall comply with the provisions of Section 1-3-7 NMSA 1978; and each consolidated precinct shall have a broadband internet connection and real-time access to the voter registration electronic management system; and

WHEREAS, the Board of County Commissioners finds that those precincts designated as Mail Ballot Election Precincts meet the qualifications of NMSA 1978, Section 1-6-22.1 (2015), have fewer than one hundred (100) voters, and the nearest polling place for an adjoining precinct is more than twenty (20) miles driving distance from the boundary for the precinct in question; and

WHEREAS, on January 16th, 2020 the Board of County Commissioners approved Resolution R-20-003 Designating the Polling Places for the 2021 Regular Local Election. The Roswell Boys and Girls Club has been added as a polling location and is incorporated in this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners designates the polling places for the 2021 Regular Local Election as follows:

Voting Convenience Centers (VCC)

(All voters in Chaves County may vote at these locations, regardless of where they live.)

1,2,3,7,46

Roswell Mall
4501 N. Main, Roswell, NM

4,5,6,8,41	Central Church of the Nazarene 901 E. Country Club, Roswell, NM
9,10,11,16,17	West Country Club Church of Christ 700 W. Country Club, Roswell, NM
42,51,52,61,62	Roswell Boys and Girls Club 201 S Garden, Roswell, NM
14,15,24,25,32,43	Roswell Museum and Art Center 100 W. 11th, Roswell, NM
12,13,20,21,22,23,31,35	New Mexico Game and Fish 1615 W. College, Roswell, NM
33,34,81,82,83,84,85	Chaves County Clerk's Office, Area D #1 St. Mary's Place, Roswell, NM
36,63,64,90,91, 92,93,94,95	Church on the Move 901 W. Brasher, Roswell, NM
45,71,72,73,74	East Grand Plains Elementary School 3773 East Grand Plains Rd., Roswell, NM
47,101,105	Dexter Central Office 100 N. Lincoln, Dexter, NM
102,106	Hagerman Joy Center 503 E. Argyle, Hagerman, NM
103	Lake Arthur Schools 700 W. Broadway, Lake Arthur, NM

Mail Ballot Election Precincts:

1-6-22.1 - Precincts having fewer than 100 voters and the nearest polling place for an adjoining precinct is more than twenty miles driving distance from the boundary for the precinct in question, may have their ballot mailed to them 28 days before the election; they may also opt out of receiving a ballot and vote at a VCC on Election day).

Precinct 44
Precinct 104

DONE this 17th day of June 2021.

BOARD OF CHAVES COUNTY COMMISSIONERS

William E. Cavin, Chairman

Jeff Bilberry, Vice-Chairman

ATTEST:

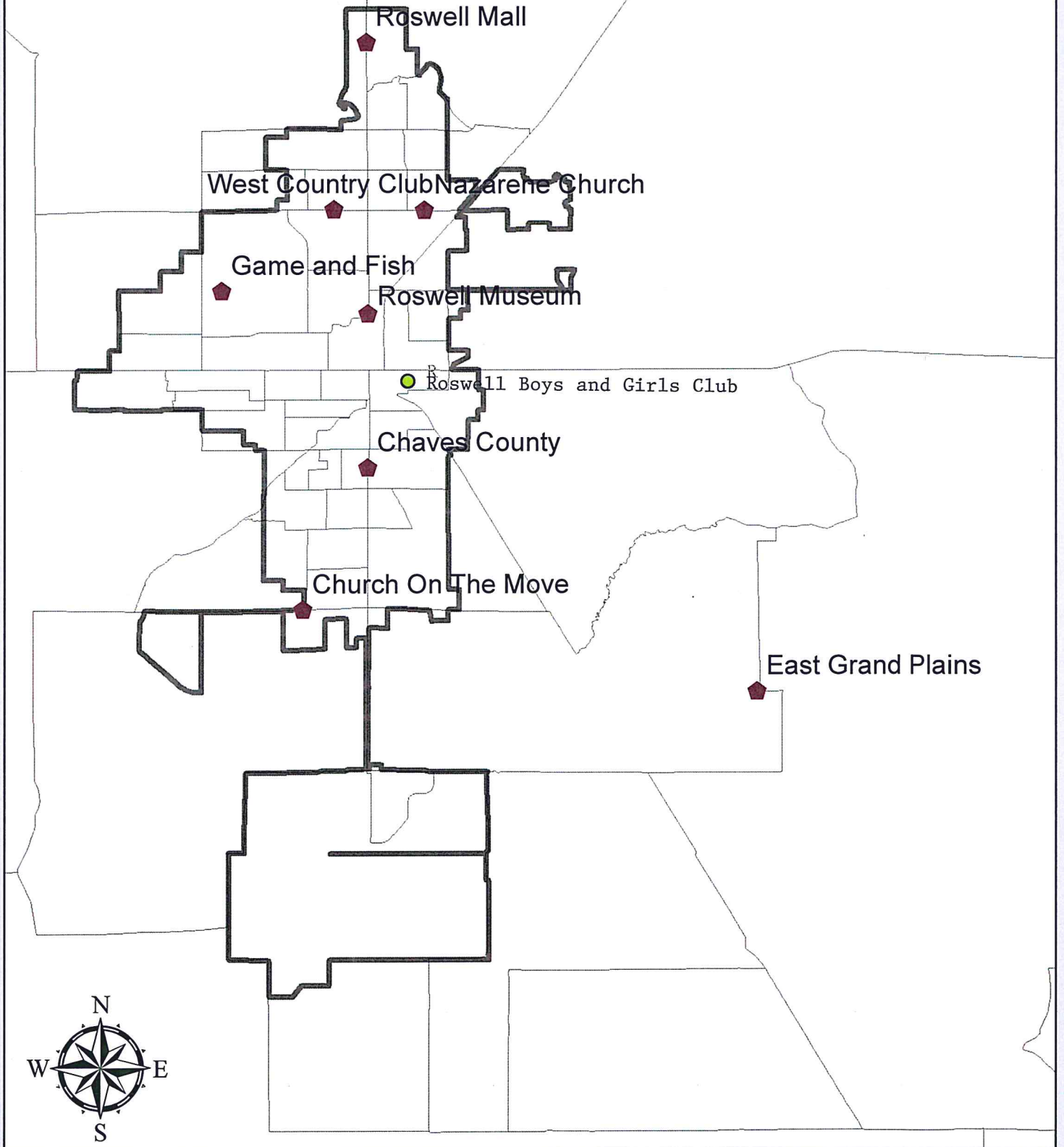
Dara Dana, Member

T. Calder Ezzell Jr, Member

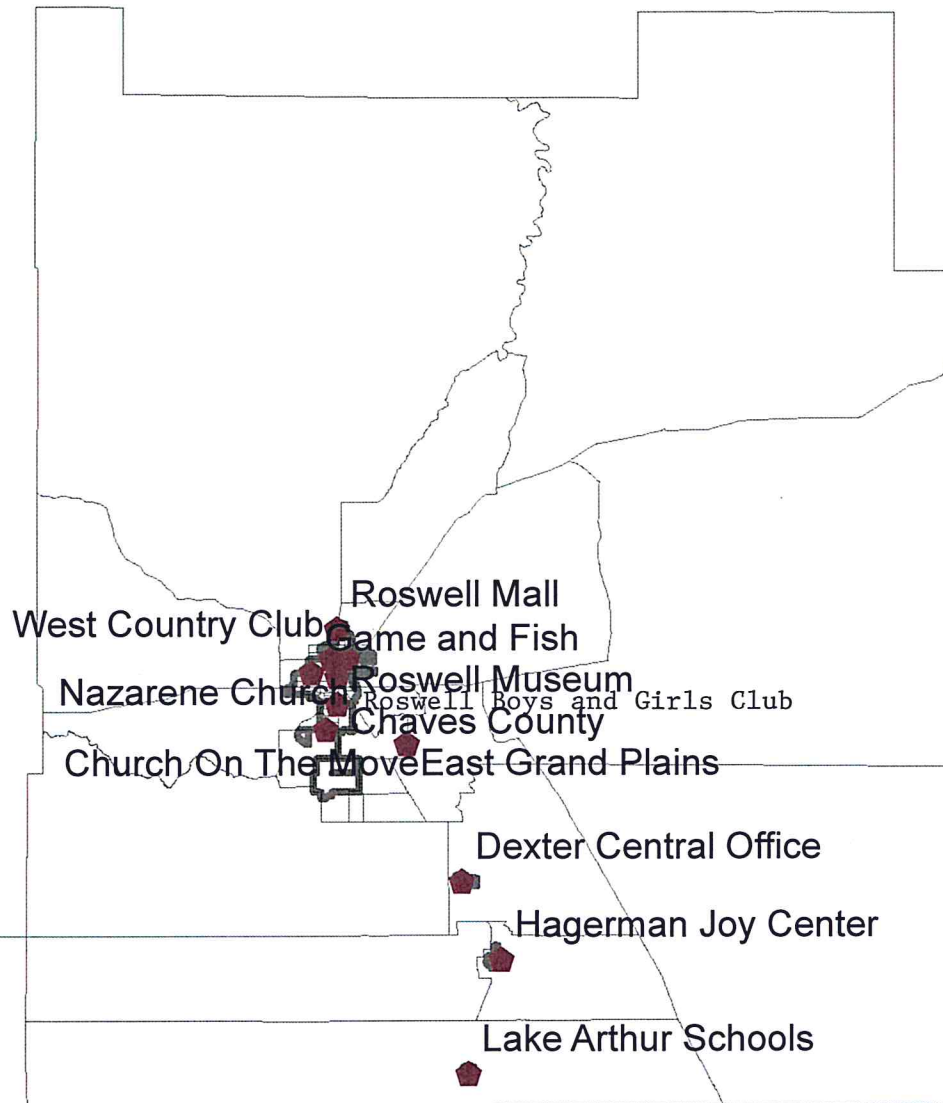
Cindy Fuller
County Clerk

Richard C. Taylor, Member

2021 REGULAR LOCAL ELECTION VOTING CONVENIENCE CENTERS



2021 REGULAR LOCAL ELECTION VOTING CONVENIENCE CENTERS



Item # 10

Resolution # R-21-027 Designating Polling Places
for the 2022 Primary and General Elections, and the
2023 Regular Local Election

Meeting Date: 6/17/21

STAFF SUMMARY

REQUESTED BY: Cindy Fuller

ACTION REQUIRED: Approve Resolution # R-21-027

SUMMARY:

NMSA, Section 1-3-2 (2019), requires that for the conduct of any statewide election in June or July of the odd-numbered year, the Board of County Commissioners shall by resolution designate polling places, and find that those precincts that are consolidated meet the requirements of NMSA 1978, Section 1-3-4 (2019).

The following twelve, (12), voting convenience centers are being presented for approval for the 2022 Primary and General Elections and the 2023 Regular Local Election in Chaves County. The VCC's will be available to voters of any precinct in the County and will make voting more convenient and accessible to voters of the consolidated precincts. They are as centrally located as possible within the County. Each VCC location will provide individuals with physical mobility limitations unobstructed access to at least one voting machine.

Precinct 44 and Precinct 104 will be designated as mail ballot election precincts and meet the qualifications of NMSA 1978, Section 1-6-22.1.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-21-027

Submitted by Cindy Fuller
Title: County Clerk

CHAVES COUNTY
Resolution Number R-21-027

**A Resolution Designating the Polling Places
For the 2022 Primary and General Elections
And the 2023 Regular Local Election**

WHEREAS, the New Mexico Statutes Annotated 1978, Section 1-3-2 (2019), requires that for the conduct of any statewide election, during the period beginning January 1 of the next succeeding even-numbered year, until December 31 of the odd-numbered year thereafter, the Board of County Commissioners shall by resolution designate the polling place of each precinct that shall provide individuals with physical mobility limitations an unobstructed access to at least one voting machine; and

WHEREAS, the New Mexico Statutes Annotated 1978, Section 1-3-2, states that the Board of County Commissioners shall, by resolution, consolidate any precincts pursuant to Section 1-3-4 NMSA 1978; shall designate any mail ballot election precincts pursuant to Section 1-6-22.1 NMSA 1978; and shall create additional polling places in existing precincts pursuant to Section 1-3-7.1 NMSA 1978. In addition, any voter of the county shall be allowed to vote on a regular ballot at any voter convenience center in the county; each voter convenience center shall be a consolidated precinct composed of no more than ten (10) precincts; each consolidated precinct shall comply with the provisions of Section 1-3-7 NMSA 1978; and each consolidated precinct shall have a broadband internet connection and real-time access to the voter registration electronic management system; and

WHEREAS, the Board of County Commissioners finds that those precincts designated as Mail Ballot Election Precincts meet the qualifications of NMSA 1978, Section 1-6-22.1 (2015), have fewer than one hundred (100) voters, and the nearest polling place for an adjoining precinct is more than twenty (20) miles driving distance from the boundary for the precinct in question, and

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners designates the polling places for the 2022 Primary and General Elections and the 2023 Regular Local Election as follows:

Voting Convenience Centers (VCC)

(All voters in Chaves County may vote at these locations, regardless of where they live.)

1,2,3,7,46

Roswell Mall
4501 N. Main, Roswell, NM

4,5,6,8,40,41

Central Church of the Nazarene

	901 E. Country Club, Roswell, NM
9,10,11,16,17,18	West Country Club Church of Christ 700 W. Country Club, Roswell, NM
42,51,52,61,62	Roswell Boys and Girls Club 201 S Garden, Roswell, NM
14,15,24,25,32,43	Roswell Museum and Art Center 100 W. 11th, Roswell, NM
12,13,20,21,22,23,31,35	New Mexico Game and Fish 1615 W. College, Roswell, NM
33,34,81,82,83,84,85	Chaves County Clerk's Office, Area D #1 St. Mary's Place, Roswell, NM
36,63,64,90,91, 92,93,94,95	Church on the Move 901 W. Brasher, Roswell, NM
45,71,72,73,74	East Grand Plains Elementary School 3773 East Grand Plains Rd., Roswell, NM
47,101,105	Dexter Central Office 100 N. Lincoln, Dexter, NM
102,106	Hagerman Joy Center 503 E. Argyle, Hagerman, NM
103	Lake Arthur Schools 700 W. Broadway, Lake Arthur, NM

Mail Ballot Election Precincts:

(Precincts having fewer than 100 voters may have their ballot mailed to them 28 days before the election; they may also opt out of receiving a ballot and vote at a VCC on Election day).

Precinct 44
Precinct 104

DONE this 17th day of June 2021.

BOARD OF CHAVES COUNTY COMMISSIONERS

William E. Cavin, Chairman

Jeff Bilberry, Vice-Chairman

ATTEST:

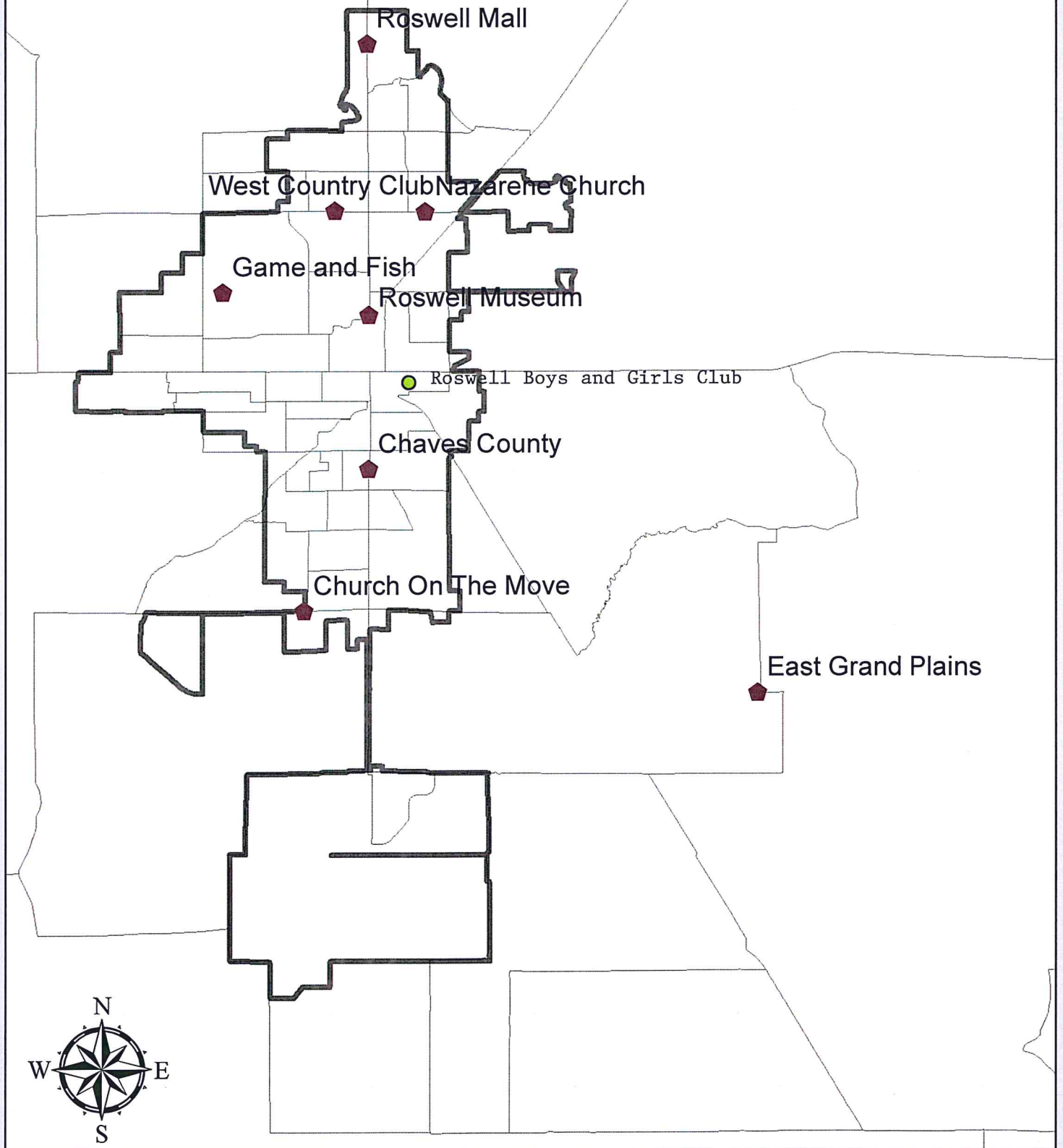
Dara Dana, Member

T. Calder Ezzell Jr, Member

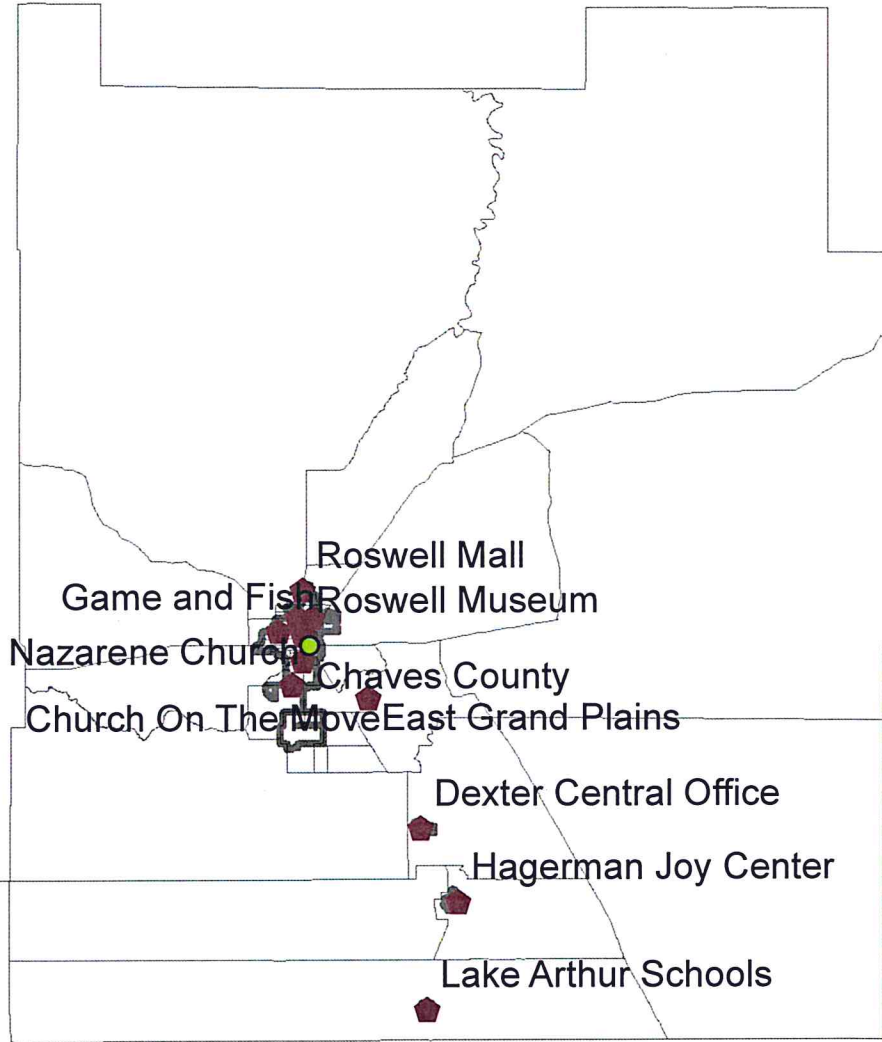
Cindy Fuller
County Clerk

Richard C. Taylor, Member

2022 PRIMARY AND GENERAL ELECTIONS 2023 REGULAR LOCAL ELECTION VOTING CONVENIENCE CENTERS



2022 PRIMARY AND GENERAL ELECTIONS
2023 REGULAR LOCAL ELECTION
VOTING CONVENIENCE CENTERS



Item # 11

Resolution # R-21-028 – Appointment to the
County Board of Registration

Meeting Date: June 17, 2021

STAFF SUMMARY

REQUESTED BY: Cindy Fuller

ACTION REQUIRED: Approve Resolution # R-21-028

SUMMARY:

In accordance with State Statute, NMSA 1-4-34, the Board of County Commissioners shall, at the first regular scheduled meeting in June of each odd-numbered year, appoint three voters who shall constitute the Board of Registration for the County. Not more than two members of the Board shall be members of the same political party.

NMSA 1-4-37 states the term of each Board member will be from July 1 of an odd-numbered year (2021) until June 30 of the next succeeding odd-numbered year (2023). The following names are being presented for appointment: Carolyn Hollifield, Republican, Daniel Johnson, Democrat, and Dave Kunko, Republican.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-21-028

Submitted by Cindy Fuller
Title: County Clerk

CHAVES COUNTY
RESOLUTION R-21-028
APPOINTMENT TO THE COUNTY BOARD OF REGISTRATION

WHEREAS, the Chaves County Board of Commissioners is required by State Law, NMSA 1978 Section 1-4-34 (2019), to appoint members to the County Board of Registration, and

WHEREAS, the Board consists of three members, of which only two can be from the same party, and

WHEREAS, the County proposes that the Board of Registration be the following: Carolyn Hollifield, Daniel Johnson, and Dave Kunko.

NOW THEREFORE BE IT RESOLVED by the Board of Chaves County Commissioners that Carolyn Hollifield, Daniel Johnson, and Dave Kunko are hereby appointed as members of the County Board of Registration.

DONE this 17th day of June 2021.

BOARD OF CHAVES COUNTY COMMISSIONERS

William E. Cavin, Chairman

Jeff Bilberry, Vice-Chairman

Dara Dana, Member

T. Calder Ezzell Jr, Member

Richard C. Taylor, Member

ATTEST:

Cindy Fuller
County Clerk

Item # 12

Resolution # R-21-029 Adjusting Precinct
Boundaries

Meeting Date: June 17, 2021

STAFF SUMMARY

REQUESTED BY: Cindy Fuller

ACTION REQUIRED: Approve Resolution # R-21-029

SUMMARY:

New Mexico Statutes Annotated, Section 1-3-1 (2019) requires that a precinct shall be divided or its boundaries adjusted if the precinct has had more than seven hundred fifty (750) votes cast by voters of that precinct at a General Election, based on the two most recent General Elections, or more than two thousand five hundred (2,500) persons residing within the boundaries of the Precinct, based on the most recent federal decennial census.

Pursuant to subsection A of NMSA 1978, Section 1-3-5 (2019), it is the duty of the Board of County Commissioners by resolution to create, divide, abolish, combine or adjust the boundaries of any precincts as necessary to meet the requirements of the Election Code as well as legal and constitutional requirements for redistricting.

Adjustments are being made after the number of voters in the 2020 General Election exceeded 750 voters for precincts nine, (9), and forty one, (41). These adjustments will not go into effect until January 1, 2022.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-21-029
Precinct Split Maps

Submitted by Cindy Fuller
Title: County Clerk

CHAVES COUNTY
Resolution Number R-21-029

A Resolution Adjusting Precinct Boundaries

WHEREAS, State Statutes Annotated, Section 1-3-1 (2019) requires that a precinct shall be divided or its boundaries adjusted if the precinct has had more than seven hundred fifty (750) votes cast by voters of that precinct at a general election, based on the two most recent general elections, or two thousand five hundred (2,500) persons residing within the boundaries of the precinct, based on the most recent federal decennial census; *and*

WHEREAS, pursuant to Subsection A of NMSA 1978, Section 1-3-5 (2019), it is the duty of the Board of County Commissioners by resolution to create, divide, abolish, combine or adjust the boundaries of any precincts as necessary to meet the requirements of the Election Code as well as the legal and constitutional requirements for redistricting; *and*

WHEREAS, it has been determined by the County Clerk that precinct boundaries should be divided as provided by the maps attached to this Resolution and shall go into effect January 1, 2022.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners the precincts in the County shall conform to the adjustments and designations as shown on the attached maps and made part of this Resolution.

DONE this 17th day of June 2021.

BOARD OF CHAVES COUNTY COMMISSIONERS

William E. Cavin, Chairman

Jeff Bilberry, Vice-Chairman

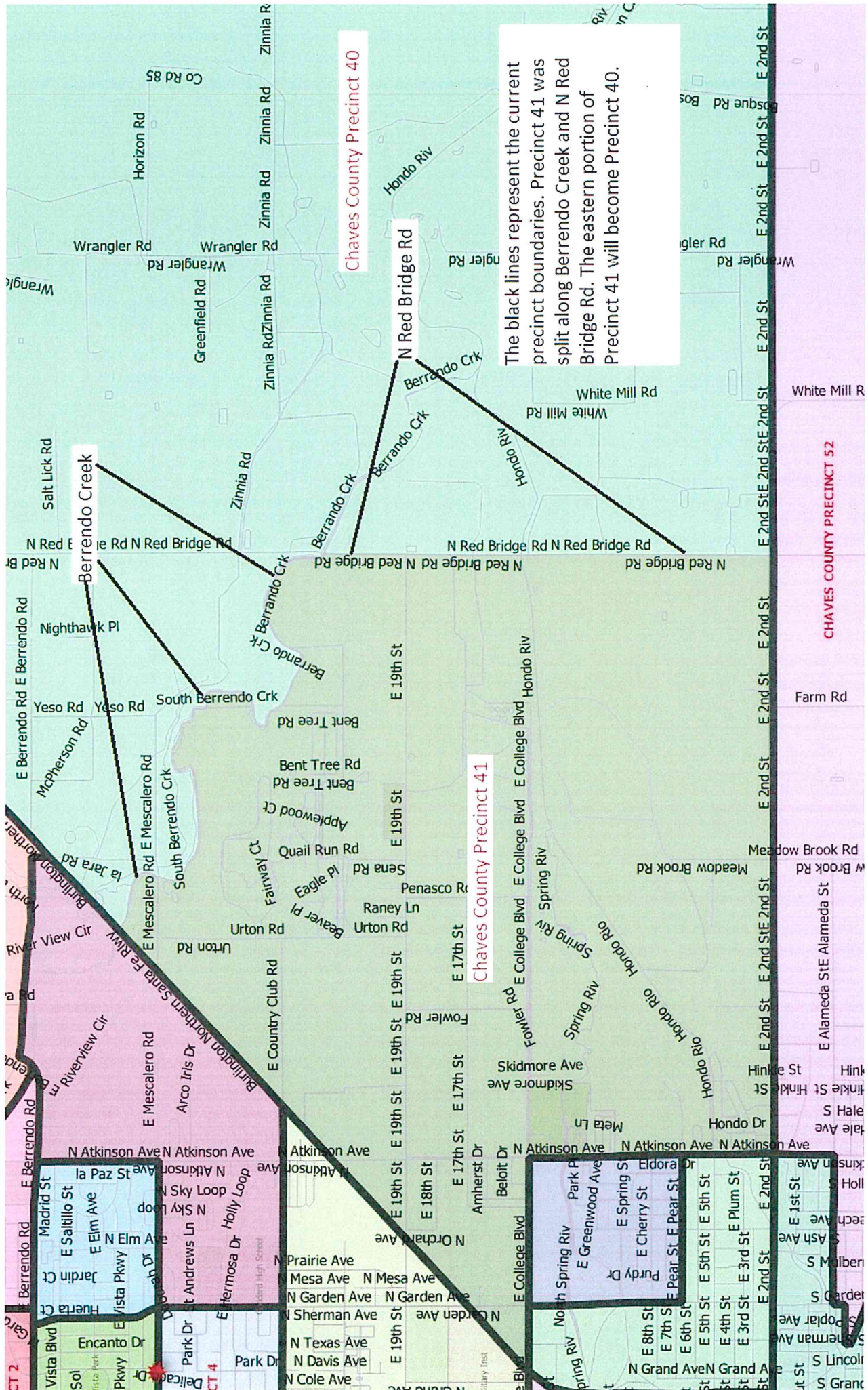
Dara Dana, Member

T. Calder Ezzell Jr, Member

Richard C. Taylor, Member

ATTEST:

Cindy Fuller
County Clerk



Chaves County Precinct 40

The black lines represent the current precinct boundaries. Precinct 41 was split along Berrando Creek and N Red Bridge Rd. The eastern portion of Precinct 41 will become Precinct 40.

Chaves County Precinct 41

CHAVES COUNTY PRECINCT 52

CT 2

CT 4

AGENDA ITEM: 13 A

**Reconsider 2021 East Grand
Plains Road Hearing Disposition
within Resolution R-21-022**

MEETING DATE: 06/17/21

STAFF SUMMARY REPORT

Action Requested by: County Manager

Action Requested: Reconsider East Grand Plains Road Vacation within
Resolution R-21-022

Item Summary: If approved, the Commission will reconsider the disposition of this road vacation request.

SUPPORT DOCUMENTS: None

Summary by: Bill Williams

Title: County Manager

AGENDA ITEM: 13B

**Resolution R-21-030- 2021 East
Grand Plains Road Hearing
Disposition**

MEETING DATE: 06/17/21

STAFF SUMMARY REPORT

Action Requested by: County Manager

Action Requested: Take Action on East Grand Plains Road Vacation after
Reconsideration of Vote.

Item Summary:

In light of a vote to reconsider the vacation request for East Grand Plains Road, the Commission will reconsider the disposition of this road request.

SUPPORT DOCUMENTS: Resolution R-21-030

Summary by: Bill Williams

Title: County Manager

RESOLUTION R-21-030

ACTION TAKEN ON 2021 REQUEST FOR EAST GRAND PLAINS ROAD VACATION, AT THE 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 15th, 2021, 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

WHEREAS, the Board of Commissioners did not reach a decision on the vacation of East Grand Plains Road within Resolution R-21-022; and

WHEREAS, the Board of Commissioners has voted to reconsider the vacation of East Grand Plains Road

NOW THEREFORE BE IT RESOLVED, the following action was taken on the request received by the February 5, 2021, deadline, at the meeting of the Chaves County Board of Commissioners:

Application #8 (Road Vacation): Requested by Adelante Farms, LLC for approx. 1710 feet of East Grand Plains Road. The Chaves County Board of 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 17th day of June 2021, 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

Cindy Fuller
County Clerk

Richard Taylor, Member

Item # 14

ITB-21-2 – Construction Materials and
Services for Chaves County Road
Department

Meeting Date: 06/17/2021

STAFF SUMMARY

REQUESTED BY: Sandra Rodriguez, Purchasing Director

ACTION REQUIRED: Award ITB-21-2

SUMMARY:

Bids were received under ITB-21-2 for Construction Materials and Services for Chaves County Road Department.

Bidder

Constructors, Inc
Quality Emulsions, LLC
Holly Frontier Refining & Marketing, LLC
Ergon Asphalt & Emulsions, Inc.

Staff finds all bids responsive to specifications and recommends award be made to all bidders. Multiple awards are desired to ensure availability and timely delivery. Also, to ensure Chaves County Taxpayers that the Road Department is providing the best product for the most efficient overall cost as reasonable possible. Award will constitute a price agreement that will be effective for one year with the option to renew for up to three additional one-year terms by agreement of both parties. Staff recommends approval.

SUPPORT DOCUMENTS: Bid Summary

Submitted by: Sandra Rodriguez, CPO
Title: Purchasing Director

BID SUMMARY

BID #: ITB-21-2

COMMODITY: Construction Materials and Services

USER DEPARTMENT(S): Road Department

SPECIFICATIONS BY: Joe West, Road Department Director

ADVERTISED: May 10, 2021 in the Roswell Daily Record and online through the NM Bid Net

ADDENDA ISSUED: One

OPEN DATE: June 1, 2021

SPECIFIC DESCRIPTION: Chaves County, on behalf of the Chaves County Road Department, seeks bids from qualified companies that can-do business in the State of New Mexico to provide Construction Materials and Services. Bidders may submit bids for any one or more items listed on the Bid Forms. Any resulting contract(s) will constitute an indefinite quantity price agreement(s), per State Statutes 13-1-63, and 13-1-71, and awardees will furnish an indeterminate quantity of specified services, items of tangible personal property or construction services during a prescribed period of time (the term of any agreement) at a definite unit price or at a specified discount from list or catalogue prices. Yearly price adjustments may be considered at the time of renewal. The County reserves the right to accept or reject any proposed price adjustments.

ITB-21-2 CONSTRUCTION MATERIALS AND SERVICES FOR CHAVES COUNTY ROAD DEPARTMENT			Constructors Inc.	Quality Emulsions, LLC	Holly Frontier Refining & Marketing, LLC	Ergon Asphalt & Emulsions, Inc.
CHIP SEAL/AGGREGATE						
Item Number	Description	Unit	Bid	Bid	Bid	Bid
1	NMDOT TYPE I OR II BASE COURSE	TON	\$ 11.50	No Bid	No Bid	No Bid
2	COLD MIX	TON	\$ 92.50	No Bid	No Bid	No Bid
BITUMINOUS MATERIALS						
Item Number	Description	Unit	Bid	Bid	Bid	Bid
1	ASPHALT EMULSIFIED PRIME (AEP)	TON	No Bid	No Bid	\$ 550.00	\$ 427.10
2	ASPHALT EMULSIFIED PRIME (AEP), DELIVERED TO COUNTY WIDE LOCATIONS	TON	No Bid	\$ 484.00	\$ 570.28	\$ 458.66
3	SS-1H EMULSIFIED ASPHALT, FOB PLAN	TON	No Bid	No Bid	\$ 470.00	\$ 290.53
4	HIGH FLOAT EMULSION 100 P, FOB PLANT	TON	No Bid	No Bid	\$ 525.00	\$ 440.00
5	HIGH FLOAT EMULSION 100 P, DELIVERED TO COUNTY WIDE LOCATIONS. ASPHALT DISTRIBUTION AND OPERATOR INCLUDED	TON	No Bid	No Bid	\$ 600.28	No Bid
6	HIGH FLOAT EMULSION 100 P, DELIVERED TO COUNTY WIDE LOCATIONS	TON	No Bid	\$ 506.00	\$ 545.28	\$ 471.56
7	HIGH FLOAT EMULSION 90, FOB PLANT	TON	No Bid	No Bid	\$ 470.00	\$ 395.00
8	HIGH FLOAT EMULSION 90, DELIVERED TO COUNTY WIDE LOCATIONS	TON	No Bid	\$ 466.00	\$ 490.28	\$ 426.56
9	HIGH FLOAT EMULSION 90, DELIVERED TO COUNTY WIDE LOCATIONS. ASPHALT DISTRIBUTOR AND OPERATOR INCLUDED	TON	No Bid	No Bid	\$ 545.28	No Bid
10	PENETRATING EMULSIFIED PRIME (PEP), FOB PLANT	TON	No Bid	No Bid	\$ 450.00	\$ 290.00
11	PENETRATING EMULSIFIED PRIME (PEP), DELIVERED TO COUNTY WIDE LOCATIONS	TON	\$	\$ 268.00	\$ 470.28	\$ 321.56
12	DELIVERY COST	TON/MILE	\$	\$	\$	\$
13	DEMURRAGE	HOUR	No Bid	\$ 105.00	\$ 80.00	\$ 80.00
14	FREIGHT FOR RETURN	TON	No Bid	\$ 30.00	\$ 20.00	\$ 70.00
CULVERTS						
Item Number	Description	Unit	Bid	Bid	Bid	Bid
1	12" GALVANIZED CORRUGATED METAL PIPE, 12 GAUGE	LF	No Bid	No Bid	No Bid	No Bid
2	12" DIAMETER - FLARED END SECTION	SET OF 2	No Bid	No Bid	No Bid	No Bid
3	12" PIPE BAND AND GASKET	EACH	No Bid	No Bid	No Bid	No Bid
4	18" GALVANIZED CORRUGATED METAL PIPE, 12 GAUGE	LF	No Bid	No Bid	No Bid	No Bid
5	18" DIAMETER END SECTION	SET OF 2	No Bid	No Bid	No Bid	No Bid
6	18" PEPE BAND AND GASKET	EACH	No Bid	No Bid	No Bid	No Bid
7	24" GALVANIZED CORRUGATED METAL PIPE, 12 GAUGE	LF	No Bid	No Bid	No Bid	No Bid
8	24" DIAMETER - FLARED END SECTION	SET OF 2	No Bid	No Bid	No Bid	No Bid
9	24" PIPE BAND AND GASKET	EACH	No Bid	No Bid	No Bid	No Bid
10	30" GALVANIZED CORRUGATED METAL PIPE, 12 GAUGE	LF	No Bid	No Bid	No Bid	No Bid
11	30" DIAMETER - END SECTION	SET OF 2	No Bid	No Bid	No Bid	No Bid
12	30" PIPE BAND AND GASKET	EACH	No Bid	No Bid	No Bid	No Bid
13	36" GALVANIZED CORRUGATED METAL PIPE, 12 GAUGE	LF	No Bid	No Bid	No Bid	No Bid
14	36" DIAMETER - END SECTION	SET OF 2	No Bid	No Bid	No Bid	No Bid
15	36" PIPE BAND AND GASKET	EACH	No Bid	No Bid	No Bid	No Bid

AGENDA ITEM: 15

Appointment for DWI Planning Council Voting Members

MEETING DATE: 6/17/2021

Action Requested by: Elly T Hollon, DWI Coordinator

Action Requested: Appointment for DWI Planning Council Voting Members

Item Summary:

According to the Chaves County DWI Program Charter, DWI Planning Council “Voting Members must be appointed by the Board of Commission in June every odd year.” The attached list has the current voting members listed, as well as two new recommendations of potential new voting members.

- Judge Maria Ordoñez, current Hagerman Municipal Judge, will be replacing Cliff Waide-At Large
- Judge Joe Seskey, current City of Roswell Municipal Judge, will be replacing Margaret Kennard- At Large

Staff would like the Chaves County Commissioners to appoint DWI Planning Council Voting Members; Term of voting members will be for two years. With this approval the Chaves County Planning Council will remain with 12 Approved Voting Members and 1 Vacancy.

SUPPORT DOCUMENTS: List of DWI Voting members
Recommended Memberships

Summary by: Elly T Hollon

Title: DWI Coordinator

Name	Organization
Alice Eppers	At Large
Captain Lance Bateman	NMSP
Daniel Ornelas	CCDC
Judge Maria Ordoñez	At Large
Jennifer Cole	RISD
Lt. Joe A. Smith	RPD
Judge KC Rogers	Magistrate
Judge Joe Seskey	At Large
David Medina	L&F Distributors
Mike Herrington	CCSO
Joann Palomino	DOH
Carrie Hollifield	At Large

Judge Joseph H. Seskey

Judge Seskey, a native of Roswell New Mexico, is the current Municipal Judge for the City of Roswell. Judge Seskey retired in 2013 from his career in Law Enforcement with the City of Alexandria Virginia where he served for over 25 years.

Judge Seskey held various assignments throughout his career advancing from Patrol to Narcotics and then being promoted to Detective serving the Major Crimes Unit specializing in Robbery, Arson and Death Investigations. Upon promotion to the Supervisory ranks, Judge Seskey served in all Bureaus of the agency. He held an ancillary assignments as a Hostage/Crisis Negotiator, served on the Presidential Inauguration Planning Committee and also served as the President of the Alexandria Police Association.

Judge Seskey, during his career was twice recognized as the City of Alexandria Police Officer of the Year and was also recognized as a National Finalist for the University of Arizona's Center for Problem Solving Goldstein Award. Judge Seskey is credited with designing and implementing the current City of Alexandria Police and Fire Pension system.

Judge Seskey has two children, a daughter Katelyn, who is a teacher and son Andrew, a former Army Ranger and current Police Officer. Judge Seskey is blessed with two grandsons.

Judge Seskey was appointed as an alternate Judge in 2016, appointed as the full time Judge in 2019 and elected as the current Judge in 2020.

Judge Maria D. Ordoñez

Judge Ordoñez is originally from Chihuahua Mex and immigrated to the United States at age eleven. Judge Ordoñez has been living in Hagerman since 1996 and is the current Judge for the Town of Hagerman. Judge Ordoñez was appointed as an alternate Judge in 2014 and is in her second 4-year term as Municipal Judge.

Judge Ordoñez is currently employed with the City of Roswell Municipal Court and serves as a Court Compliance Officer, where she oversees the alternative sentencing program. Judge Ordoñez obtained her Language Access Specialist certification in 2016 and is currently working to receive further certification through the Administrative Office of the Courts to become a state certified court interpreter.

Judge Ordoñez is a graduate of Hagerman High School and received her bachelor's degree in criminal justice with a minor in Spanish from ENMU. Judge Ordoñez has been married to her best friend Rolly for 19 years. She is blessed with three beautiful daughters ages 8, 6 and 4.

AGENDA ITEM: 16

Appointment of Member to JOY Center
Board of Directors

MEETING DATE: June 17, 2021

STAFF SUMMARY REPORT

ACTION REQUESTED BY: William B Williams, County Manager

ACTION REQUESTED: Appoint Member

ITEM SUMMARY:

Three members of the JOY Center Board of Directors are appointed by Chaves County. Presently those members are Ms. Rita Kane Doerhoefer, Mr. Robert McCrea and an empty position that was held by Mr. Harold Hobson, who resigned from the board. Monica Duran, Executive Director of Chaves County Joy Centers, Inc., has requested that the vacant position be replaced. Ms. Phyllis Fix has expressed interest in filling the vacant position.

Staff recommends that the Commission appoint Ms. Phyllis Fix.

SUPPORT DOCUMENTS: None

SUMMARY BY: William B Williams

TITLE: County Manager

Commission Meeting 17-Jun-21

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Anabel Barraza, Finance Director
(575-624-6658)

ACTION REQUESTED:
Approval of Checks

ITEM SUMMARY:

A/P:	7-May-21	\$610,327.42
	14-May-21	\$101,440.38
	21-May-21	\$125,969.97
	27-May-21	\$736,357.09
PAYROLL:	2-May-21 REGULAR	\$253,996.20
	FINALS	\$2,233.20
	16-May-21 REGULAR	\$276,283.84
	FINALS	\$540.30

Grand Total Checks to be Approved: \$2,107,148.40

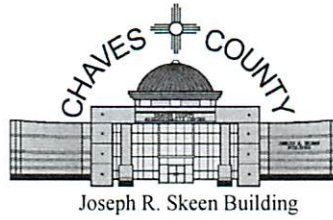
SUPPORT DOCUMENTS:

Copies of Bills Lists

SUMMARY BY: Cindy Mealand

TITLE: A/P Officer

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



COMMISSIONERS
Dara Dana · District 1
T Calder Ezzell Jr. · District 2
Jeff Bilberry · District 3
Richard C. Taylor · District 4
William E. Cavin · District 5

Finance Director
Anabel Barraza

Interim County Manager
Bill Williams

Final Payment Register

Date: 5-7-21
Packet# 01710

Date: _____
Packet# _____

Date: _____
Packet# _____

Date: 5-14-21
Packet# 01714

Date: _____
Packet# _____

Date: _____
Packet# _____

Date: 5-21-21
Packet# 01720

Date: _____
Packet# _____

Date: _____
Packet# _____

Date: 5-27-21
Packet# 01723

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

Cindy Fuller
County Clerk

Richard C. Taylor, Member



Expense Approval Register

Packet: APPKT01714 - CHECK RUN/05/14/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
Vendor: BELL GAS INC.						
BELL GAS INC.	263676	05/01/2021	ACCT.#070065	402-6-653-223-000	3,577.62	
					Vendor BELL GAS INC. Total:	3,577.62
Vendor: BRUCKNER TRUCK SALES						
BRUCKNER TRUCK SALES	XA10700227401	05/05/2021	ACCT.#179270	402-6-653-221-000	76.78	
BRUCKNER TRUCK SALES	XA10700230101	05/05/2021	ACCT.#179270	402-6-653-221-000	315.46	
					Vendor BRUCKNER TRUCK SALES Total:	392.24
Vendor: CHAVES COUNTY CASA						
CHAVES COUNTY CASA	FY 21-10 GS	05/11/2021	CONTINUUM GRANT/FY 20-2	631-8-885-267-000	495.00	
CHAVES COUNTY CASA	FY 21-10 YA	05/11/2021	CONTINUUM GRANT/FY 20-2	631-8-885-267-000	5,795.00	
					Vendor CHAVES COUNTY CASA Total:	6,290.00
Vendor: CITY OF ROSWELL						
CITY OF ROSWELL	CC022433	05/01/2021	ACCT.#137417-52230	402-6-653-291-000	48.44	
CITY OF ROSWELL	CC022435	05/01/2021	ACCT.#137417-52234	402-6-653-291-000	18.20	
CITY OF ROSWELL	CC022436	05/01/2021	ACCT.#137417-52236	402-6-653-291-000	18.20	
CITY OF ROSWELL	CC022437	05/01/2021	ACCT.#137417-52238	402-6-653-291-000	18.20	
CITY OF ROSWELL	CC022438	05/01/2021	ACCT.#137417-52240	402-6-653-291-000	18.20	
CITY OF ROSWELL	CC022439	05/01/2021	ACCT.#137417-52242	402-6-653-291-000	18.20	
CITY OF ROSWELL	CC022440	05/01/2021	ACCT.#137417-52246	402-6-653-291-000	518.84	
CITY OF ROSWELL	CC022442	05/01/2021	ACCT.#137415-52228	452-8-832-341-000	18.20	
					Vendor CITY OF ROSWELL Total:	676.48
Vendor: DONA ANA COUNTY						
DONA ANA COUNTY	S0088329	05/06/2021	BOOKING #2000000117/#21	401-6-645-268-000	12,765.00	
					Vendor DONA ANA COUNTY Total:	12,765.00
Vendor: LEA COUNTY						
LEA COUNTY	J04-2021	05/01/2021	ARREST #3279,3290,3294	401-6-645-268-000	15,250.00	
					Vendor LEA COUNTY Total:	15,250.00
Vendor: MADISON BLUE-EYES						
MADISON BLUE-EYES	CC022418	05/11/2021	YOUTH MEMBER	631-8-885-260-000	25.00	
					Vendor MADISON BLUE-EYES Total:	25.00
Vendor: NEW MEXICO GAS COMPANY INC						
NEW MEXICO GAS COMPAN	CC022423	05/03/2021	ACCT.#076424512-0788370-	401-6-645-341-000	141.07	
NEW MEXICO GAS COMPAN	CC022423	05/03/2021	ACCT.#076424512-0788370-	401-6-692-341-000	720.92	
NEW MEXICO GAS COMPAN	CC022423	05/03/2021	ACCT.#076424512-0788370-	401-6-692-341-000	63.69	
NEW MEXICO GAS COMPAN	CC022425	05/07/2021	ACCT.#076846512-0792590-	411-8-814-341-000	61.38	
NEW MEXICO GAS COMPAN	CC022427	05/07/2021	ACCT.#077937001-0803495-	411-8-814-341-000	34.40	
					Vendor NEW MEXICO GAS COMPANY INC Total:	1,021.46
Vendor: OTERO COUNTY DETENTION CENTER						
OTERO COUNTY DETENTION	CC022432	05/01/2021	BOOKING #21000510	650-6-684-268-000	280.00	
					Vendor OTERO COUNTY DETENTION CENTER Total:	280.00
Vendor: QWEST CORPORATION						
QWEST CORPORATION	CC022422	05/01/2021	ACCT.#N-575-624-0006-508	650-6-684-340-000	305.04	
					Vendor QWEST CORPORATION Total:	305.04
Vendor: ROSWELL CHAVES COUNTY EDC						
ROSWELL CHAVES COUNTY E	CC21-0007	05/04/2021	ANNUAL ALLOCATION/FY 20-	605-6-672-428-000	12,500.00	
					Vendor ROSWELL CHAVES COUNTY EDC Total:	12,500.00
Vendor: ROSWELL CLINIC CORP						
ROSWELL CLINIC CORP	CC022416	05/03/2021	ACCT.#VO23280084	427-6-639-270-000	2,713.05	
					Vendor ROSWELL CLINIC CORP Total:	2,713.05

Expense Approval Register

Packet: APPKT01714 - CHECK RUN/05/14/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ROSWELL INDEPENDENT SCHOOL DIST.					
ROSWELL INDEPENDENT SC	6	05/08/2021	KCCB BEAUTIFICATION SERV/	631-8-872-260-000	400.00
Vendor ROSWELL INDEPENDENT SCHOOL DIST. Total:					400.00
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC022428	05/04/2021	ACCT.#54-3943758-6	401-6-691-243-000	39.06
SOUTHWESTERN PUBLIC SER	CC022429	05/04/2021	ACCT.#54-3943777-9	401-6-691-243-000	36.77
SOUTHWESTERN PUBLIC SER	CC022430	05/07/2021	ACCT.#54-3949473-4	411-8-814-341-000	152.32
SOUTHWESTERN PUBLIC SER	CC022431	05/03/2021	ACCT.#54-1485939-1	401-6-691-243-000	19.40
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					247.55
Vendor: SUPREME MAINTENANCE					
SUPREME MAINTENANCE	36291	05/01/2021	JANITORIAL SERVICES/FY 20-	401-6-691-257-000	2,711.57
SUPREME MAINTENANCE	36292	05/01/2021	JANITORIAL SERVICES/FY 20-	401-6-696-257-000	472.69
SUPREME MAINTENANCE	36293	05/01/2021	JANITORIAL SERVICES/FY 20-	401-6-693-257-000	1,951.68
SUPREME MAINTENANCE	36294	05/01/2021	JANITORIAL SERVICES/FY 20-	401-6-691-267-000	237.78
SUPREME MAINTENANCE	36295	05/01/2021	JANITORIAL SERVICES/FY 20-	401-6-694-257-000	309.26
Vendor SUPREME MAINTENANCE Total:					5,682.98
Vendor: THE MASTER'S TOUCH, LLC					
THE MASTER'S TOUCH, LLC	73668	05/01/2021	MAILING SERVICES REMINDE	401-7-741-252-000	1,625.24
Vendor THE MASTER'S TOUCH, LLC Total:					1,625.24
Vendor: VISUAL EDGE, INC					
VISUAL EDGE, INC	29278670	05/06/2021	ACCT.#016-1534531-000	414-8-819-251-000	54.41
Vendor VISUAL EDGE, INC Total:					54.41
Vendor: ZOLL MEDICAL CORP					
ZOLL MEDICAL CORP	3279150	05/03/2021	ACCT.#126975	410-8-816-231-000	37,634.31
Vendor ZOLL MEDICAL CORP Total:					37,634.31
Grand Total:					101,440.38

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	36,344.13
402 - ROAD FUND	4,628.14
410 - MIDWAY VOLUNTEER FIRE FND	37,634.31
411 - BERRENDO VOLUNTEER FIRE	248.10
414 - CC FIRE DIST #8 VOL FIRE	54.41
427 - INDIGENT HOSPITAL CLAIMS	2,713.05
452 - FLOOD CONTROL	18.20
605 - ECONOMIC DEVELOPMENT PROJ	12,500.00
631 - OTHER GRANTS & CONTRACTS	6,715.00
650 - DETENTION CONSTRUCTION PJ	585.04
Grand Total:	101,440.38

Account Summary

Account Number	Account Name	Expense Amount
401-6-645-268-000	CARE OF PRISONER SER	28,015.00
401-6-645-341-000	UTILITIES	141.07
401-6-691-243-000	HIGHWAY LIGHTS	95.23
401-6-691-257-000	FACILITY MAINT/REPAIR	2,711.57
401-6-691-267-000	CONTRACTUAL SERVICES	237.78
401-6-692-341-000	UTILITIES	784.61
401-6-693-257-000	FACILITY MAINTENANCE	1,951.68
401-6-694-257-000	FACILITY MAINT/REPAIR	309.26
401-6-696-257-000	FACILITY MAINT/REPAIR	472.69
401-7-741-252-000	PRINTING/PUBLISHING	1,625.24
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	392.24
402-6-653-223-000	VEHICLE FUELS	3,577.62
402-6-653-291-000	ROAD PROJECTS-OTHER	658.28
410-8-816-231-000	NON-EXPENDABLE SUPP	37,634.31
411-8-814-341-000	UTILITIES	248.10
414-8-819-251-000	RENTALS	54.41
427-6-639-270-000	PAYMENT OF HOSPITAL	2,713.05
452-8-832-341-000	UTILITIES	18.20
605-6-672-428-000	ECONOMIC GRANTS TO	12,500.00
631-8-872-260-000	PROFESSIONAL SERVICE	400.00
631-8-885-260-000	PROFESSIONAL SERVICE	25.00
631-8-885-267-000	OTHER CONTRACT SERVI	6,290.00
650-6-684-268-000	HOUSING OF PRISONERS	280.00
650-6-684-340-000	TELEPHONE	305.04
Grand Total:	101,440.38	

Project Account Summary

Project Account Key	Expense Amount
None	101,440.38
Grand Total:	101,440.38

Approved For Payment





Expense Approval Register

Packet: APPKT01720 - CHECK RUN/05/21/21/CM

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ALTON'S POWER BLOCK GYM INC					
ALTON'S POWER BLOCK GYM	INV0005937	05/20/2021	ALTON'S POWER BLOCK GYM	401-2-200-024-000	24.10
ALTON'S POWER BLOCK GYM	INV0005937	05/20/2021	ALTON'S POWER BLOCK GYM	402-2-200-024-000	26.95
Vendor ALTON'S POWER BLOCK GYM INC Total:					51.05
Vendor: BELL GAS INC.					
BELL GAS INC.	263983	05/14/2021	ACCT.#070065	402-6-653-223-000	2,607.72
Vendor BELL GAS INC. Total:					2,607.72
Vendor: BRUCKNER TRUCK SALES					
BRUCKNER TRUCK SALES	XA10700244601	05/10/2021	ACCT.#179270	402-6-653-221-000	320.92
Vendor BRUCKNER TRUCK SALES Total:					320.92
Vendor: CARR AUTOMOTIVE					
CARR AUTOMOTIVE	65561	05/17/2021	EQUIPMENT	402-6-653-221-000	320.36
Vendor CARR AUTOMOTIVE Total:					320.36
Vendor: CARRIE HARDY					
CARRIE HARDY	INV0005945	05/20/2021	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
Vendor CARRIE HARDY Total:					250.00
Vendor: CINTAS CORPORATION #2					
CINTAS CORPORATION #2	8405138001	05/14/2021	ACCT.#10187763	402-6-653-230-000	272.87
Vendor CINTAS CORPORATION #2 Total:					272.87
Vendor: CODE 3 SERVICE					
CODE 3 SERVICE	210472	05/18/2021	VHF FIRE RADIOS	411-8-814-231-000	9,177.00
Vendor CODE 3 SERVICE Total:					9,177.00
Vendor: COLONIAL LIFE & ACCIDENT CO					
COLONIAL LIFE & ACCIDENT	INV0005949	05/20/2021	COLONIAL LIFE PAYABLE	401-2-200-016-000	3,183.31
COLONIAL LIFE & ACCIDENT	INV0005949	05/20/2021	COLONIAL LIFE PAYABLE	402-2-200-016-000	607.49
COLONIAL LIFE & ACCIDENT	INV0005949	05/20/2021	COLONIAL LIFE PAYABLE	427-2-200-016-000	88.00
COLONIAL LIFE & ACCIDENT	INV0005949	05/20/2021	COLONIAL LIFE PAYABLE	435-2-200-016-000	14.48
COLONIAL LIFE & ACCIDENT	INV0005949	05/20/2021	COLONIAL LIFE PAYABLE	437-2-200-016-000	25.21
COLONIAL LIFE & ACCIDENT	INV0005949	05/20/2021	COLONIAL LIFE PAYABLE	452-2-200-016-000	111.61
COLONIAL LIFE & ACCIDENT	INV0005949	05/20/2021	COLONIAL LIFE PAYABLE	628-2-200-016-000	16.59
Vendor COLONIAL LIFE & ACCIDENT CO Total:					4,046.69
Vendor: CONSTRUCTORS INC					
CONSTRUCTORS INC	128703	05/05/2021	ACCT.#11390	402-6-653-290-000	714.30
CONSTRUCTORS INC	128704	05/05/2021	ACCT.#11390	402-6-653-290-000	7,651.30
Vendor CONSTRUCTORS INC Total:					8,365.60
Vendor: CONTECH ENGINEERED SOLUTIONS, LLC					
CONTECH ENGINEERED SOL	22749525	05/05/2021	ACCT.#430605	402-6-653-291-000	5,372.00
Vendor CONTECH ENGINEERED SOLUTIONS, LLC Total:					5,372.00
Vendor: DEERE CREDIT, INC					
DEERE CREDIT, INC	2495756	05/09/2021	ACCT.#030-0061556-007	402-6-653-251-000	3,235.72
Vendor DEERE CREDIT, INC Total:					3,235.72
Vendor: DEMAREES PUMPING SERVICE					
DEMAREES PUMPING SERVI	11867	05/09/2021	RENTAL AND SERVICE	402-6-653-251-000	539.17
Vendor DEMAREES PUMPING SERVICE Total:					539.17
Vendor: ELIOR INC					
ELIOR INC	INV2000112208	05/17/2021	ACCT.#C1921000	650-6-684-264-000	40,805.13
Vendor ELIOR INC Total:					40,805.13
Vendor: F&H INVESTMENTS, LLC					
F&H INVESTMENTS, LLC	CC022444	05/20/2021	LEASE/110 E. MESCALERO R	635-6-682-375-000	11,500.00
Vendor F&H INVESTMENTS, LLC Total:					11,500.00

Expense Approval Register

Packet: APPKT01720 - CHECK RUN/05/21/21/CM

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: HOLCOMB LAW OFFICE					
HOLCOMB LAW OFFICE	3105	05/03/2021	PROFESSIONAL SERVICES	401-6-611-260-000	883.50
Vendor HOLCOMB LAW OFFICE Total:					883.50
Vendor: IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507					
IUPA, CHAVES COUNTY SHER	INV0005956	05/20/2021	James Dallas McDaniel Unio	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005957	05/20/2021	Maria R. Cassidy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005958	05/20/2021	Michael D. Shannon Union D	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005959	05/20/2021	Andres G. Salas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005960	05/20/2021	TONY SEDILLO	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005961	05/20/2021	Amanda Beagles-Clark Union	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005962	05/20/2021	Travis W. Hardy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005963	05/20/2021	Pedro J. Silvas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005964	05/20/2021	James Johnson Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005965	05/20/2021	Jeremy W. Parmer Union Du	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005966	05/20/2021	Charles Drake Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005967	05/20/2021	Olivia Padilla Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005968	05/20/2021	David Whitzel Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005969	05/20/2021	Miguel Barrientos Union Due	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005970	05/20/2021	GAUGE KENNARD	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005971	05/20/2021	IGNACIO AVILA	401-2-200-010-000	25.00
Vendor IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507 Total:					400.00
Vendor: KANSAS STATE BANK OF MANHATTAN					
KANSAS STATE BANK OF MA	14	05/20/2021	ACCT.#3356805	402-6-653-251-000	1,584.93
KANSAS STATE BANK OF MA	8-1	05/20/2021	ACCT.#3357431	402-6-653-251-000	1,647.40
Vendor KANSAS STATE BANK OF MANHATTAN Total:					3,232.33
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC022449	05/13/2021	ACCT.#115435453-0797988-	401-6-699-341-000	26.61
NEW MEXICO GAS COMPAN	CC022450	05/10/2021	ACCT.#077058012-0794705-	410-8-816-341-000	103.06
NEW MEXICO GAS COMPAN	CC022451	05/10/2021	ACCT.#077227312-0796398-	408-8-812-341-000	110.11
NEW MEXICO GAS COMPAN	CC022451	05/10/2021	ACCT.#077227312-1237385-	408-8-812-341-000	94.37
NEW MEXICO GAS COMPAN	CC022452	05/13/2021	ACCT.#077991703-0797981-	401-6-691-341-000	37.94
NEW MEXICO GAS COMPAN	CC022453	05/13/2021	ACCT.#077991703-0797983-	401-6-691-341-000	44.43
NEW MEXICO GAS COMPAN	CC022454	05/13/2021	ACCT.#077991703-0804041-	401-6-691-341-000	29.85
NEW MEXICO GAS COMPAN	CC022455	05/13/2021	ACCT.#115435453-1203867-	401-6-612-341-000	1.86
NEW MEXICO GAS COMPAN	CC022455	05/13/2021	ACCT.#115435453-1203867-	401-6-613-341-000	1.24
NEW MEXICO GAS COMPAN	CC022455	05/13/2021	ACCT.#115435453-1203867-	401-6-616-341-000	1.24
NEW MEXICO GAS COMPAN	CC022455	05/13/2021	ACCT.#115435453-1203867-	401-6-621-341-000	1.24
NEW MEXICO GAS COMPAN	CC022455	05/13/2021	ACCT.#115435453-1203867-	401-6-621-341-000	1.85
NEW MEXICO GAS COMPAN	CC022455	05/13/2021	ACCT.#115435453-1203867-	401-6-622-341-000	4.70
NEW MEXICO GAS COMPAN	CC022455	05/13/2021	ACCT.#115435453-1203867-	401-6-624-341-000	5.68
NEW MEXICO GAS COMPAN	CC022455	05/13/2021	ACCT.#115435453-1203867-	401-6-625-341-000	1.24
NEW MEXICO GAS COMPAN	CC022455	05/13/2021	ACCT.#115435453-1203867-	401-6-631-341-000	2.56
NEW MEXICO GAS COMPAN	CC022455	05/13/2021	ACCT.#115435453-1203867-	401-6-632-341-000	1.66
NEW MEXICO GAS COMPAN	CC022455	05/13/2021	ACCT.#115435453-1203867-	401-7-721-341-000	17.58
NEW MEXICO GAS COMPAN	CC022455	05/13/2021	ACCT.#115435453-1203867-	401-7-731-341-000	10.42
NEW MEXICO GAS COMPAN	CC022455	05/13/2021	ACCT.#115435453-1203867-	401-7-741-341-000	7.55
NEW MEXICO GAS COMPAN	CC022455	05/13/2021	ACCT.#115435453-1203867-	401-7-751-341-000	24.01
NEW MEXICO GAS COMPAN	CC022455	05/13/2021	ACCT.#115435453-1203867-	427-6-638-341-000	2.55
Vendor NEW MEXICO GAS COMPANY INC Total:					531.75
Vendor: NEW YORK LIFE INSURANCE					
NEW YORK LIFE INSURANCE	INV0005952	05/20/2021	NEW YORK LIFE	401-2-200-015-000	394.20
NEW YORK LIFE INSURANCE	INV0005952	05/20/2021	NEW YORK LIFE	402-2-200-015-000	180.00
NEW YORK LIFE INSURANCE	INV0005952	05/20/2021	NEW YORK LIFE	452-2-200-015-000	20.00
Vendor NEW YORK LIFE INSURANCE Total:					594.20
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0005954	05/20/2021	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,031.53
NM RETIREE HEALTH CARE A	INV0005954	05/20/2021	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,882.89
NM RETIREE HEALTH CARE A	INV0005954	05/20/2021	NM RETIREE HEALTH CARE P	427-2-200-020-000	116.94
NM RETIREE HEALTH CARE A	INV0005954	05/20/2021	NM RETIREE HEALTH CARE P	432-2-200-020-000	110.01

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE A	INV0005954	05/20/2021	NM RETIREE HEALTH CARE P	435-2-200-020-000	178.65
NM RETIREE HEALTH CARE A	INV0005954	05/20/2021	NM RETIREE HEALTH CARE P	437-2-200-020-000	59.20
NM RETIREE HEALTH CARE A	INV0005954	05/20/2021	NM RETIREE HEALTH CARE P	452-2-200-020-000	425.36
NM RETIREE HEALTH CARE A	INV0005954	05/20/2021	NM RETIREE HEALTH CARE P	628-2-200-020-000	121.65
NM RETIREE HEALTH CARE A	INV0005955	05/20/2021	NM Retiree HealthCare Law	401-2-200-020-000	2,773.22
Vendor NM RETIREE HEALTH CARE AUTHORITY Total:					11,699.45

Vendor: OLIVIA PADILLA

OLIVIA PADILLA	CC022447	05/18/2021	LEA COUNTY/05/12/21	650-6-684-228-000	10.00
Vendor OLIVIA PADILLA Total:					10.00

Vendor: PRE-PAID LEGAL SERVICES INC

PRE-PAID LEGAL SERVICES IN	INV0005935	05/20/2021	LEGAL SHIELD PAYABLE	401-2-200-022-000	139.50
PRE-PAID LEGAL SERVICES IN	INV0005935	05/20/2021	LEGAL SHIELD PAYABLE	402-2-200-022-000	144.50
Vendor PRE-PAID LEGAL SERVICES INC Total:					284.00

Vendor: ROOSEVELT COUNTY

ROOSEVELT COUNTY	CC022448	05/01/2021	BOOKING #2000820	650-6-684-268-000	525.00
Vendor ROOSEVELT COUNTY Total:					525.00

Vendor: SOUTHWESTERN PUBLIC SERVICE CO

SOUTHWESTERN PUBLIC SER	CC022456	05/12/2021	ACCT.#54-1632663-1	401-6-619-341-000	45.66
SOUTHWESTERN PUBLIC SER	CC022456	05/12/2021	ACCT.#54-1632663-1	401-6-691-341-000	20.08
SOUTHWESTERN PUBLIC SER	CC022456	05/12/2021	ACCT.#54-1632663-1	401-6-691-341-000	531.75
SOUTHWESTERN PUBLIC SER	CC022456	05/12/2021	ACCT.#54-1632663-1	401-6-699-341-000	48.04
SOUTHWESTERN PUBLIC SER	CC022456	05/12/2021	ACCT.#54-1632663-1	401-6-699-341-000	258.57
SOUTHWESTERN PUBLIC SER	CC022456	05/12/2021	ACCT.#54-1632663-1	401-6-699-341-000	217.56
SOUTHWESTERN PUBLIC SER	CC022456	05/12/2021	ACCT.#54-1632663-1	401-6-699-341-000	286.05
SOUTHWESTERN PUBLIC SER	CC022456	05/12/2021	ACCT.#54-1632663-1	401-6-699-341-000	41.96
SOUTHWESTERN PUBLIC SER	CC022456	05/12/2021	ACCT.#54-1632663-1	437-6-659-341-000	34.97
SOUTHWESTERN PUBLIC SER	CC022457	05/14/2021	ACCT.#54-1797003-1	401-6-691-243-000	81.63
SOUTHWESTERN PUBLIC SER	CC022458	05/10/2021	ACCT.#54-3943804-3	401-6-693-341-000	1,137.86
SOUTHWESTERN PUBLIC SER	CC022459	05/11/2021	ACCT.#54-3943824-7	401-6-612-341-000	77.49
SOUTHWESTERN PUBLIC SER	CC022459	05/11/2021	ACCT.#54-3943824-7	401-6-613-341-000	77.49
SOUTHWESTERN PUBLIC SER	CC022459	05/11/2021	ACCT.#54-3943824-7	401-6-616-341-000	77.49
SOUTHWESTERN PUBLIC SER	CC022459	05/11/2021	ACCT.#54-3943824-7	401-6-621-341-000	77.49
SOUTHWESTERN PUBLIC SER	CC022459	05/11/2021	ACCT.#54-3943824-7	401-6-621-341-000	154.99
SOUTHWESTERN PUBLIC SER	CC022459	05/11/2021	ACCT.#54-3943824-7	401-6-622-341-000	293.95
SOUTHWESTERN PUBLIC SER	CC022459	05/11/2021	ACCT.#54-3943824-7	401-6-624-341-000	355.41
SOUTHWESTERN PUBLIC SER	CC022459	05/11/2021	ACCT.#54-3943824-7	401-6-625-341-000	77.49
SOUTHWESTERN PUBLIC SER	CC022459	05/11/2021	ACCT.#54-3943824-7	401-6-631-341-000	160.33
SOUTHWESTERN PUBLIC SER	CC022459	05/11/2021	ACCT.#54-3943824-7	401-6-632-341-000	103.68
SOUTHWESTERN PUBLIC SER	CC022459	05/11/2021	ACCT.#54-3943824-7	401-7-721-341-000	1,100.43
SOUTHWESTERN PUBLIC SER	CC022459	05/11/2021	ACCT.#54-3943824-7	401-7-731-341-000	652.56
SOUTHWESTERN PUBLIC SER	CC022459	05/11/2021	ACCT.#54-3943824-7	401-7-741-341-000	472.45
SOUTHWESTERN PUBLIC SER	CC022459	05/11/2021	ACCT.#54-3943824-7	401-7-751-341-000	1,502.86
SOUTHWESTERN PUBLIC SER	CC022459	05/11/2021	ACCT.#54-3943824-7	427-6-638-341-000	160.36
SOUTHWESTERN PUBLIC SER	CC022460	05/14/2021	ACCT.#54-3943725-7	408-8-812-341-000	59.28
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					8,107.88

Vendor: STANTON L RIGGS ATTORNEY AT LAW, LLC

STANTON L RIGGS ATTORNEY	2021-006	05/18/2021	PROFESSIONAL SERVICES	401-6-612-260-000	8,090.63
Vendor STANTON L RIGGS ATTORNEY AT LAW, LLC Total:					8,090.63

Vendor: STATE OF NEW MEXICO

STATE OF NEW MEXICO	INV0005938	05/20/2021	000099447-COLLINS	402-2-200-018-000	180.89
STATE OF NEW MEXICO	INV0005939	05/20/2021	000285627-COLLINS	402-2-200-018-000	95.54
STATE OF NEW MEXICO	INV0005940	05/20/2021	000165474-COLLINS	402-2-200-018-000	25.38
STATE OF NEW MEXICO	INV0005941	05/20/2021	000454540-MENDOZA	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0005943	05/20/2021	000258710-LUERAS	401-2-200-018-000	119.08
STATE OF NEW MEXICO	INV0005944	05/20/2021	000434280-LUERAS	401-2-200-018-000	140.77
STATE OF NEW MEXICO	INV0005946	05/20/2021	J.JOHNSON 000088516	401-2-200-018-000	449.54
STATE OF NEW MEXICO	INV0005947	05/20/2021	8954 MATTA	437-2-200-018-000	138.46
Vendor STATE OF NEW MEXICO Total:					1,282.58

Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0005942	05/20/2021	0013625446-COBOS	401-2-200-018-000	327.23
TEXAS CHILD SUPPORT SDU	INV0005948	05/20/2021	0009646845 MATTA,RAY	437-2-200-011-000	189.98
Vendor TEXAS CHILD SUPPORT SDU Total:					517.21
Vendor: THE MASTER'S TOUCH, LLC					
THE MASTER'S TOUCH, LLC	E75094	05/01/2021	FACTORY #75094	401-7-741-339-000	2,165.07
Vendor THE MASTER'S TOUCH, LLC Total:					2,165.07
Vendor: TRANSWORLD SYSTEMS, INC					
TRANSWORLD SYSTEMS, INC	INV0005972	05/20/2021	95003979-EDGV1	401-2-200-011-000	147.94
Vendor TRANSWORLD SYSTEMS, INC Total:					147.94
Vendor: U.S. POSTAL SERVICE					
U.S. POSTAL SERVICE	CC022446	05/17/2021	POSTAGE BUSINESS REPLY	401-7-731-339-000	300.00
Vendor U.S. POSTAL SERVICE Total:					300.00
Vendor: UNITED WAY OF CHAVES COUNTY					
UNITED WAY OF CHAVES CO	INV0005934	05/20/2021	UNITED WAY PAYABLE	401-2-200-010-000	96.22
UNITED WAY OF CHAVES CO	INV0005934	05/20/2021	UNITED WAY PAYABLE	402-2-200-010-000	30.00
UNITED WAY OF CHAVES CO	INV0005934	05/20/2021	UNITED WAY PAYABLE	435-2-200-010-000	1.00
UNITED WAY OF CHAVES CO	INV0005934	05/20/2021	UNITED WAY PAYABLE	452-2-200-010-000	10.00
UNITED WAY OF CHAVES CO	INV0005934	05/20/2021	UNITED WAY PAYABLE	628-2-200-010-000	5.00
Vendor UNITED WAY OF CHAVES COUNTY Total:					142.22
Vendor: VISUAL EDGE, INC					
VISUAL EDGE, INC	29288741	05/07/2021	ACCT.#015-1458791-000	620-7-725-251-000	191.98
Vendor VISUAL EDGE, INC Total:					191.98
Grand Total:					125,969.97

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	34,123.69
402 - ROAD FUND	27,440.33
408 - EAST GRAND PLAINS VOLFIRE	263.76
410 - MIDWAY VOLUNTEER FIRE FND	103.06
411 - BERRENDO VOLUNTEER FIRE	9,177.00
427 - INDIGENT HOSPITAL CLAIMS	367.85
432 - DWI GRANT FUNDS	110.01
435 - CORRECTION GRANTS	194.13
437 - ENVIRONMENTAL TAX	447.82
452 - FLOOD CONTROL	566.97
620 - CLERK RECORDING & FILING	191.98
628 - PROPERTY VALUATION	143.24
635 - EMERGENCY/CAPITAL OUTLAY	11,500.00
650 - DETENTION CONSTRUCTION PJ	41,340.13
Grand Total:	125,969.97

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	496.22
401-2-200-011-000	MISCELLANEOUS PAYABL	147.94
401-2-200-015-000	NEW YORK LIFE INSURA	394.20
401-2-200-016-000	GLOBE LIFE PAYABLE	3,183.31
401-2-200-018-000	CHILD ENFORCEMENT P	1,419.54
401-2-200-020-000	RETIREE H/C PAYABLE	8,804.75
401-2-200-022-000	PRE-PAID LEGAL PAYABL	139.50
401-2-200-024-000	ALTONS POWER BLOCK	24.10
401-6-611-260-000	PROFESSIONAL SERVICE	883.50
401-6-612-260-000	PROFESSIONAL SERVICE	8,090.63
401-6-612-341-000	UTILITIES	79.35
401-6-613-341-000	UTILITIES	78.73
401-6-616-341-000	UTILITIES	78.73
401-6-619-341-000	UTILITIES	45.66
401-6-621-341-000	UTILITIES	235.57
401-6-622-341-000	UTILITIES	298.65
401-6-624-341-000	UTILITIES	361.09
401-6-625-341-000	UTILITIES	78.73
401-6-631-341-000	UTILITIES	162.89
401-6-632-341-000	UTILITIES	105.34
401-6-691-243-000	HIGHWAY LIGHTS	81.63
401-6-691-341-000	UTILITIES	664.05
401-6-693-341-000	UTILITIES	1,137.86
401-6-699-341-000	UTILITIES	878.79
401-7-721-341-000	UTILITIES	1,118.01
401-7-731-339-000	POSTAGE/FREIGHT	300.00
401-7-731-341-000	UTILITIES	662.98
401-7-741-339-000	POSTAGE/FREIGHT	2,165.07
401-7-741-341-000	UTILITIES	480.00
401-7-751-341-000	UTILITIES	1,526.87
402-2-200-010-000	UNITED WAY PAYABLE	30.00
402-2-200-015-000	NEW YORK LIFE INSURA	180.00
402-2-200-016-000	GLOBE LIFE PAYABLE	607.49
402-2-200-018-000	CHILD ENFORCEMENT P	301.81
402-2-200-020-000	RETIREE H/C PAYABLE	1,882.89
402-2-200-022-000	PRE-PAID LEGAL PAYABL	144.50
402-2-200-024-000	ALTONS POWER BLOCK	26.95
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	641.28
402-6-653-223-000	VEHICLE FUELS	2,607.72
402-6-653-230-000	SUPPLIES/TOOLS	272.87
402-6-653-251-000	RENTALS	7,007.22

Account Summary

Account Number	Account Name	Expense Amount
402-6-653-290-000	PAVING PROJECTS-COOP	8,365.60
402-6-653-291-000	ROAD PROJECTS-OTHER	5,372.00
408-8-812-341-000	UTILITIES	263.76
410-8-816-341-000	UTILITIES	103.06
411-8-814-231-000	NON-EXPENDABLE SUPP	9,177.00
427-2-200-016-000	GLOBE LIFE PAYABLE	88.00
427-2-200-020-000	RETIREE H/C PAYABLE	116.94
427-6-638-341-000	UTILITIES	162.91
432-2-200-020-000	RETIREE H/C PAYABLE	110.01
435-2-200-010-000	UNITED WAY PAYABLE	1.00
435-2-200-016-000	GLOBE LIFE PAYABLE	14.48
435-2-200-020-000	RETIREE H/C PAYABLE	178.65
437-2-200-011-000	MISCELLANEOUS PAYABL	189.98
437-2-200-016-000	GLOBE LIFE PAYABLE	25.21
437-2-200-018-000	CHILD ENFORCEMENT P	138.46
437-2-200-020-000	RETIREE H/C PAYABLE	59.20
437-6-659-341-000	UTILITIES	34.97
452-2-200-010-000	UNITED WAY PAYABLE	10.00
452-2-200-015-000	NEW YORK LIFE INSURA	20.00
452-2-200-016-000	GLOBE LIFE PAYABLE	111.61
452-2-200-020-000	RETIREE H/C PAYABLE	425.36
620-7-725-251-000	RENTALS	191.98
628-2-200-010-000	UNITED WAY PAYABLE	5.00
628-2-200-016-000	GLOBE LIFE PAYABLE	16.59
628-2-200-020-000	RETIREE H/C PAYABLE	121.65
635-6-682-375-000	LEASE PURCHASES	11,500.00
650-6-684-228-000	TRANSPORT PRISONERS	10.00
650-6-684-264-000	FEEDING OF PRISONERS	40,805.13
650-6-684-268-000	HOUSING OF PRISONERS	525.00
	Grand Total:	125,969.97

Project Account Summary

Project Account Key	Expense Amount
None	125,969.97
Grand Total:	125,969.97

Approved For Payment
Rutha Serrano



Chaves County, NM

Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AMERICAN LANDS COUNCIL					
AMERICAN LANDS COUNCIL	2290	05/01/2021	ANNUAL MEMBERSHIP DUES	401-6-611-253-000	5,000.00
Vendor AMERICAN LANDS COUNCIL Total:					5,000.00
Vendor: ARTESIA FIRE EQUIPMENT INC.					
ARTESIA FIRE EQUIPMENT IN	74936	05/10/2021	VIN#1HTEMTZTOLH297529	409-8-813-372-000	393,594.00
Vendor ARTESIA FIRE EQUIPMENT INC. Total:					393,594.00
Vendor: B MELTEL, LLC					
B MELTEL, LLC	004454	05/01/2021	SITE #428673/CAPITAN TOW	401-7-751-251-000	566.50
Vendor B MELTEL, LLC Total:					566.50
Vendor: BERNALILLO COUNTY					
BERNALILLO COUNTY	66970	05/07/2021	ACCT.#2440000036	401-6-645-268-000	14,888.96
Vendor BERNALILLO COUNTY Total:					14,888.96
Vendor: BREWER OIL CO					
BREWER OIL CO	12587506	05/19/2021	ACCT.#12290075	402-6-653-230-000	785.97
Vendor BREWER OIL CO Total:					785.97
Vendor: CORRHEALTH					
CORRHEALTH	10335	05/01/2021	MEDICAL CARE OF INMATES/	427-6-639-268-000	151,653.70
Vendor CORRHEALTH Total:					151,653.70
Vendor: DEERE CREDIT, INC					
DEERE CREDIT, INC	2499720	05/18/2021	ACCT.#030-0069875-000	402-6-653-251-000	3,553.81
DEERE CREDIT, INC	2499721	05/18/2021	ACCT.#030-0069878-000	402-6-653-251-000	3,553.81
Vendor DEERE CREDIT, INC Total:					7,107.62
Vendor: DUDE SOLUTIONS NC					
DUDE SOLUTIONS NC	INV-89684	05/03/2021	CLIENT #2253	670-6-671-253-000	2,871.23
Vendor DUDE SOLUTIONS NC Total:					2,871.23
Vendor: EASTERN NEW MEXICO UNIVERSITY					
EASTERN NEW MEXICO UNIV	274	05/18/2021	ANNUAL FEE/USE OF SITE CA	401-6-616-249-000	500.00
Vendor EASTERN NEW MEXICO UNIVERSITY Total:					500.00
Vendor: NATIONAL SHERIFF'S ASSOCIATION					
NATIONAL SHERIFF'S ASSOCI	312424	05/19/2021	MEMBER ID #312424/FY 21-	401-7-751-253-000	135.00
Vendor NATIONAL SHERIFF'S ASSOCIATION Total:					135.00
Vendor: NEW MEXICO COUNTY INSURANCE AUTHORITY					
NEW MEXICO COUNTY INSU	LE-001052	05/01/2021	CUSTOMER ID #3	401-7-752-319-000	25,000.00
NEW MEXICO COUNTY INSU	LE-001054	05/01/2021	CUSTOMER ID #3	401-6-642-319-000	25,000.00
Vendor NEW MEXICO COUNTY INSURANCE AUTHORITY Total:					50,000.00
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC022462	05/13/2021	ACCT.#077702112-0801146-	402-6-651-341-000	505.10
NEW MEXICO GAS COMPAN	CC022463	05/14/2021	ACCT.#077726812-0801393-	412-8-815-341-000	37.67
NEW MEXICO GAS COMPAN	CC022464	05/14/2021	ACCT.#078156501-0805690-	650-6-684-341-000	1,303.79
NEW MEXICO GAS COMPAN	CC022465	05/13/2021	ACCT.#115435453-1201470-	401-6-612-341-000	6.82
NEW MEXICO GAS COMPAN	CC022465	05/13/2021	ACCT.#115435453-1201470-	401-6-613-341-000	4.54
NEW MEXICO GAS COMPAN	CC022465	05/13/2021	ACCT.#115435453-1201470-	401-6-616-341-000	4.54
NEW MEXICO GAS COMPAN	CC022465	05/13/2021	ACCT.#115435453-1201470-	401-6-621-341-000	6.79
NEW MEXICO GAS COMPAN	CC022465	05/13/2021	ACCT.#115435453-1201470-	401-6-621-341-000	4.54
NEW MEXICO GAS COMPAN	CC022465	05/13/2021	ACCT.#115435453-1201470-	401-6-622-341-000	17.20
NEW MEXICO GAS COMPAN	CC022465	05/13/2021	ACCT.#115435453-1201470-	401-6-624-341-000	20.89
NEW MEXICO GAS COMPAN	CC022465	05/13/2021	ACCT.#115435453-1201470-	401-6-625-341-000	4.54
NEW MEXICO GAS COMPAN	CC022465	05/13/2021	ACCT.#115435453-1201470-	401-6-631-341-000	9.38
NEW MEXICO GAS COMPAN	CC022465	05/13/2021	ACCT.#115435453-1201470-	401-6-632-341-000	6.07
NEW MEXICO GAS COMPAN	CC022465	05/13/2021	ACCT.#115435453-1201470-	401-7-721-341-000	64.40
NEW MEXICO GAS COMPAN	CC022465	05/13/2021	ACCT.#115435453-1201470-	401-7-731-341-000	38.19

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO GAS COMPAN	CC022465	05/13/2021	ACCT.#115435453-1201470-	401-7-741-341-000	27.65
NEW MEXICO GAS COMPAN	CC022465	05/13/2021	ACCT.#115435453-1201470-	401-7-751-341-000	87.95
NEW MEXICO GAS COMPAN	CC022465	05/13/2021	ACCT.#115435453-1201470-	427-6-638-341-000	9.37
Vendor NEW MEXICO GAS COMPANY INC Total:					2,159.34
Vendor: QUADIENT FINANCE USA, INC					
QUADIENT FINANCE USA, IN	11685567-4	05/19/2021	ACCT.#7900011001689986	401-6-619-339-000	2,000.00
Vendor QUADIENT FINANCE USA, INC Total:					2,000.00
Vendor: QWEST CORPORATION					
QWEST CORPORATION	CC022461	05/13/2021	ACCT.#575-347-2145-084B	410-8-816-340-000	65.31
Vendor QWEST CORPORATION Total:					65.31
Vendor: SECURITY TRANSPORT SERVICES INC					
SECURITY TRANSPORT SERVI	207430	05/11/2021	CASE #2144199	650-6-684-228-000	1,538.19
SECURITY TRANSPORT SERVI	207528	05/11/2021	PRISONER TRANSPORT/J. FR	650-6-684-228-000	902.39
Vendor SECURITY TRANSPORT SERVICES INC Total:					2,440.58
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC022466	05/17/2021	ACCT.#54-3949471-2	650-6-684-341-000	9,577.80
SOUTHWESTERN PUBLIC SER	CC022467	05/18/2021	ACCT.#54-3943737-1	401-6-691-243-000	35.73
SOUTHWESTERN PUBLIC SER	CC022468	05/17/2021	ACCT.#54-3943798-4	401-6-691-243-000	47.77
SOUTHWESTERN PUBLIC SER	CC022469	05/17/2021	ACCT.#54-3943719-9	401-6-691-243-000	12.94
SOUTHWESTERN PUBLIC SER	CC022470	05/18/2021	ACCT.#54-3949421-2	412-8-815-341-000	154.02
SOUTHWESTERN PUBLIC SER	CC022471	05/17/2021	ACCT.#54-3949465-4	402-6-651-341-000	1,011.59
SOUTHWESTERN PUBLIC SER	CC022472	05/17/2021	ACCT.#54-7497040-6	408-8-812-341-000	103.78
SOUTHWESTERN PUBLIC SER	CC022473	05/19/2021	ACCT.#54-1485939-1	401-6-693-341-000	32.09
SOUTHWESTERN PUBLIC SER	CC022474	05/19/2021	ACCT.#54-3943686-9	401-6-691-243-000	25.19
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					11,000.91
Vendor: STREAMLIGHT INC					
STREAMLIGHT INC	1554909	05/12/2021	ACCT.#1985	401-7-751-230-000	130.00
Vendor STREAMLIGHT INC Total:					130.00
Vendor: U.S. POSTAL SERVICE					
U.S. POSTAL SERVICE	CC022475	05/20/2021	PERMIT #7700	401-7-731-339-000	245.00
Vendor U.S. POSTAL SERVICE Total:					245.00
Vendor: UTILITY ASSOCIATES, INC					
UTILITY ASSOCIATES, INC	34192	05/01/2021	ACCT.#CHAVES COUNTY NM	635-6-682-371-000	90,000.00
Vendor UTILITY ASSOCIATES, INC Total:					90,000.00
Vendor: VISUAL EDGE, INC					
VISUAL EDGE, INC	29258388	05/03/2021	ACCT.#016-1579071-000	432-7-761-251-000	288.28
VISUAL EDGE, INC	29360219	05/20/2021	ACCT.#016-1560570-000	452-8-832-251-000	238.56
VISUAL EDGE, INC	29383235	05/24/2021	ACCT.#016-1539862-000	670-6-671-375-000	154.15
VISUAL EDGE, INC	29391268	05/25/2021	ACCT.#003-1663046-000	670-6-671-375-000	356.85
VISUAL EDGE, INC	29400417	05/26/2021	ACCT.#003-1344694-000	670-6-671-375-000	175.13
Vendor VISUAL EDGE, INC Total:					1,212.97
Grand Total:					736,357.09

Fund Summary

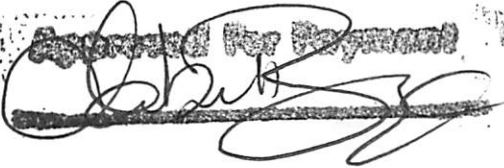
Fund	Expense Amount
401 - GENERAL FUND	73,922.59
402 - ROAD FUND	9,410.28
408 - EAST GRAND PLAINS VOLFIRE	103.78
409 - PENASCO VOLUNTEER FIRE FD	393,594.00
410 - MIDWAY VOLUNTEER FIRE FND	65.31
412 - SIERRA VOLUNTEER FIRE FND	191.69
427 - INDIGENT HOSPITAL CLAIMS	151,663.07
432 - DWI GRANT FUNDS	288.28
452 - FLOOD CONTROL	238.56
635 - EMERGENCY/CAPITAL OUTLAY	90,000.00
650 - DETENTION CONSTRUCTION PJ	13,322.17
670 - INTERNAL SERVICES	3,557.36
Grand Total:	736,357.09

Account Summary

Account Number	Account Name	Expense Amount
401-6-611-253-000	DUES & OTHER FEES	5,000.00
401-6-612-341-000	UTILITIES	6.82
401-6-613-341-000	UTILITIES	4.54
401-6-616-249-000	EQUIP MAINT/AGREEME	500.00
401-6-616-341-000	UTILITIES	4.54
401-6-619-339-000	POSTAGE/FREIGHT	2,000.00
401-6-621-341-000	UTILITIES	11.33
401-6-622-341-000	UTILITIES	17.20
401-6-624-341-000	UTILITIES	20.80
401-6-625-341-000	UTILITIES	4.54
401-6-631-341-000	UTILITIES	9.38
401-6-632-341-000	UTILITIES	6.07
401-6-642-319-000	OTHER INSURANCE	25,000.00
401-6-645-268-000	CARE OF PRISONER SER	14,888.96
401-6-691-243-000	HIGHWAY LIGHTS	121.63
401-6-693-341-000	UTILITIES	32.09
401-7-721-341-000	UTILITIES	64.40
401-7-731-339-000	POSTAGE/FREIGHT	245.00
401-7-731-341-000	UTILITIES	38.19
401-7-741-341-000	UTILITIES	27.65
401-7-751-230-000	SUPPLIES/TOOLS	130.00
401-7-751-251-000	RENTALS	566.50
401-7-751-253-000	DUES & OTHER FEES	135.00
401-7-751-341-000	UTILITIES	87.95
401-7-752-319-000	OTHER INSURANCE	25,000.00
402-6-651-341-000	UTILITIES	1,516.69
402-6-653-230-000	SUPPLIES/TOOLS	785.97
402-6-653-251-000	RENTALS	7,107.62
408-8-812-341-000	UTILITIES	103.78
409-8-813-372-000	VEHICLES	393,594.00
410-8-816-340-000	TELEPHONE	65.31
412-8-815-341-000	UTILITIES	191.69
427-6-638-341-000	UTILITIES	9.37
427-6-639-268-000	CARE OF PRISONER SER	151,653.70
432-7-761-251-000	RENTALS	288.28
452-8-832-251-000	RENTALS	238.56
635-6-682-371-000	EQUIPMENT/MACHINER	90,000.00
650-6-684-228-000	TRANSPORT PRISONERS	2,440.58
650-6-684-341-000	UTILITIES	10,881.59
670-6-671-253-000	DUE' & OTHER FEES	2,871.23
670-6-671-375-000	LEASE PURCHASE PAYME	686.13
Grand Total:	736,357.09	

Project Account Summary

Project Account Key	Expense Amount
None	736,357.09
Grand Total:	<u>736,357.09</u>

Approved for Payment


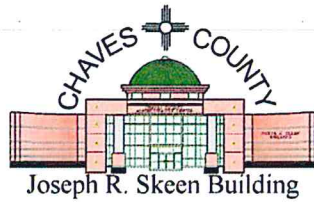
May 2021 P-Card Report

Account	Department	Item Total
401-6-611 Total	Commissioners	\$1,566.63
401-6-612 Total	County Manager	\$26.28
401-6-613 Total	Human Resources	\$3,184.40
401-6-614 Total	Safety	\$469.62
401-6-616 Total	Fire & Emergency Services	\$179.79
401-6-619 Total	Working Capital	\$171.30
401-6-621 Total	Public Works	\$1,056.73
401-6-622 Total	Information Technology	\$5,564.65
401-6-624 Total	Planning & Zoning	\$585.32
401-6-625 Total	Purchasing	\$843.13
401-6-631 Total	Finance Dept	\$842.83
401-6-632 Total	Community Development	\$39.55
401-6-641 Total	Detention Administration	\$370.68
401-6-642 Total	Adult Detention	\$5,383.41
401-6-645 Total	Juvenile CCJD	\$35.00
401-6-691 Total	Facility Maintenance	\$5,807.31
401-6-692 Total	Courthouse Maintenance	\$1,457.83
401-6-693 Total	Facility Maintenance. Health Dept.	\$648.04
401-6-694 Total	Facility Maintenance. CC Road Dept.	\$100.77
401-6-696 Total	Operating Exp - CCDC	\$1,689.55
401-6-699 Total	St. Mary Complex	\$1,394.95
401-7-721 Total	Clerk Admin	\$758.49
401-7-722 Total	Clerk Bureau Elec.	\$661.40
401-7-731 Total	Assessor Admin	\$3,013.19
401-7-732 Total	Assessor Appraisal	\$1,975.00
401-7-741 Total	Treasurer Dept.	\$266.26
401-7-751 Total	Sheriff Admin	\$13,608.52
401-7-752 Total	Sheriff Patrol & Investigation	\$20,577.90
402-6-651 Total	Road Admin	\$1,784.16
402-6-652 Total	Road Shop	\$924.98
402-6-653 Total	Road Construction & Maintenance	\$18,732.96
407-8-811 Total	Dunken FD	\$180.08
408-8-812 Total	East Grand Plains FD	\$1,586.93
409-8-813 Total	Penasco FD	\$684.37
410-8-816 Total	Midway FD	\$4,225.73
411-8-814 Total	Berrendo FD	\$4,995.93
411-8-828 Total	Berrendo FD	\$412.50
412-8-815 Total	Sierra FD	\$2,520.80
412-8-828 Total	Sierra FD	\$60.99
413-8-818 Total	Rio Felix FD	\$154.12
414-8-819 Total	Fire District #8	\$959.47

427-6-638 Total	Indigent	\$83.04
430-7-753 Total	Law Enforcement	\$2,763.45
432-7-761 Total	DWI	\$7,959.24
432-7-766 Total	DWI	\$2,503.80
435-6-643 Total	Court Services	\$1,775.96
452-8-832 Total	Flood Dept.	\$2,757.67
628-7-733 Total	Assessor	\$2,658.46
631-8-872 Total	Other Grant's & Contracts	\$5,027.74
631-8-884 Total	Other Grant's & Contracts	\$2,333.75
650-6-684 Total	CCDC Construction Fund	\$10,127.84
670-6-671 Total	Internal Services	\$13,349.58
Grand Total		\$160,842.08

COUNTY CLERK

Cindy Fuller
PO Box 580
Roswell, NM 88202
575-624-6614
FAX 575-624-6523
cindy.fuller@chavescounty.gov



COMMISSIONERS

- Dara Dana > District 1
- T. Calder Ezzell Jr. > District 2
- Jeff Bilberry > District 3
- Richard Taylor > District 4
- William E. Cavin > District 5

Chaves County Clerk

Summary Report

05/01/2021-05/31/2021

CLERK FEES (EQUIPMENT)	\$ 5,936.00
GEN CLERK'S FEES	\$ 18,490.50
LIQUOR LICENSE	\$ -
CHILDREN'S TRUST FUND	\$ 690.00
PROBATE	\$ 479.85
PHOTOCOPIES.....	\$ 632.58
GOVT GROSS RECEIPTS TAX	\$ 156.50
TOTAL AMOUNT:	<u>\$26,385.43</u>

TOTAL DOCUMENTS FILED 916

NEW MARRIAGE LICENSES 46

NEW PROBATES 12

NEW SURVEYS 7

NEW PLATS 0

VOTER CHANGES 192

NEW REGISTRANTS 78

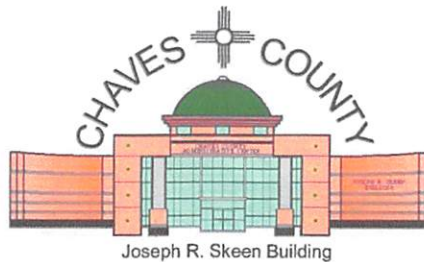
REPUBLICANS 17498

DEMOCRATS 9450

LIBERTARIANS 309

OTHER 7614

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



COMMISSIONERS
Dara Dana · District 1
T. Calder Ezzell Jr. · District 2
Jeff Bilberry · District 3
Richard "Dick" Taylor · District 4
William E. Cavin · District 5

Road Operations Director
Joe E. West

County Manager
Bill Williams

May 2021

MAN-HOURS	7,826.50	
MANPOWER COST		\$258,574.32
MAN-HOURS ON ROAD PROJECTS	6,027.00	
MANPOWER COST ON ROAD PROJECTS		\$208,069.41
MILES BLADED	144.79	
MILES MOWED	0.00	
VEHICLE MILEAGE and OFF-ROAD HOURS	5,358.70	
VEHICLE AND EQUIPMENT COSTS		\$208,349.10
GALLONS WATER HAULED	376,925.00	
COST OF CITY WATER		\$362.94
COST OF PRIVATE BILLED WATER		\$0.00
MATERIAL USED (cubic yards)		
CHIPS USED ON ROAD PROJECTS	430.00	\$4,033.40
BASE COURSE USED ON ROAD PROJECTS	780.00	\$2,605.20
COLD MIX USED ON ROAD PROJECTS	12.60	\$1,285.20
FINES USED ON ROAD PROJECTS	0.00	\$0.00
MILLINGS	0.00	\$0.00
PIT RUN USED ON ROAD PROJECTS	0.00	\$0.00
RIP RAP USED ON ROAD PROJECTS	0.00	\$0.00
ROAD OIL		\$41,814.23
DEMURRAGE		\$0.00
GAS (gallons)	2109.90	\$5,124.59
DIESEL (gallons)	7353.90	\$17,033.33
GAS - Dunken (gallons)	251.20	\$610.65
DIESEL - Dunken (gallons)	324.00	748.32
COST OF ROADWORK		\$490,036.38
COST OF SOLID WASTE		\$16,839.52

JOE E. WEST
ROAD OPERATIONS DIRECTOR

CCSO Mileage Report
MAY 2021

Unit #	Year	Make	Model	Assigned to	Mileage Beg.	Mileage End	Total
900	2013	Ford	Taurus	McKelvey, Joshua	156,195	157,169	974
901	2016	Ford	F-250 Crew Cab	Spare	134,268	134,268	0
902	2009	Ford	F-150	Spare	195,328	195,328	0
903	2014	Ford	F-150	Serna, Jimmy	107,200	108,393	1193
905	2017	Ford	F-150	Hohle, Doug	73,503	74,390	887
907	2011	Ford	F-250 Crew Cab	Spare	230,916	230,916	0
908	2013	Ford	Taurus	Martinez, Joshua	151,641	152,048	407
909	2019	Ford	F-150	Hite, Laura	32,506	33,592	1086
910	2014	Ford	F-150 4x4	Spare	101,823	101,823	0
911	2016	Ford	Expedition 4x4	Spare	104,580	104,580	0
913	2016	Ford	Expedition 4x4	Mason, James	76,499	77,542	1043
914	2018	Ford	Taurus	Smothermon, Cody	62,898	63,691	793
915	2008	Dodge	Charger	Hardy, Travis	102,825	103,605	780
916	2018	Ford	Explorer	Beagles-Clar, Amanda	63,658	65,879	2221
917	2018	Ford	Explorer	Lueras, Ben	70,620	73,385	2765
918	2006	Ford	Van	Transport	121,452	121,454	2
919	2009	Ford	Crown Victoria	Spare	128,383	128,383	0
920	2008	Ford	Crown Victoria	CID Spare Broken Odometer	91,880	91,880	0
922	2018	Ford	Explorer	Kennard, Gauge K-9 Cage	37,026	39,179	2153
923	2005	Ford	F-150	Parmer, Jeremy	116,700	117,000	300
924	2008	Ford	Crown Victoria	Spare	128,335	128,335	0
925	2018	Ford	Explorer	Wrecked	58,652	58,652	0
928	2010	Dodge	Van	Transport-County Yard	158,931	158,931	0
929	2013	Ford	Explorer	Sanchez, Jacob	76,849	77,313	464
930	2014	Ford	Taurus	Perez, Agustin	57,550	57,945	395
931	2008	Ford	Crown Victoria	Spare	122,139	122,139	0
933	2017	Ford	Explorer	De La Cerda, Nathaniel	64,517	65,782	1265
934	2017	Ford	Explorer	Conklin, Benjaman	111,942	113,263	1321
935	2017	Ford	Explorer	Delgado, Ricardo	90,785	93,705	2920
937	2015	Chevy	Caprice	Spare	98,286	98,286	0
939	2015	Chevy	Caprice	Spare	95,457	95,457	0
940	2010	Ford	F-150	Serrano, Agustin	165,476	166,812	1336
941	2014	Ford	Taurus	Spare	114,598	114,598	0
942	2008	Chevy	Caprice	Spare	117,428	117,428	0
943	2014	Ford	Taurus	Spare	103,151	103,151	0
944	2014	Ford	Taurus	Spare	109,239	109,239	0
945	2014	Ford	Taurus	Spare	136,313	136,313	0
946	2014	Ford	Taurus	Kim Sanchez	129955	130404	449
947	2013	Chevy	Tahoe	Burned Unit	66,287	66,287	0
948	2011	Ford	Crown Victoria	Spare	128,256	128,256	0
951	2010	Ford	Crown Victoria	McDaniel, Dallas	99,381	99,721	340
952	2010	Ford	Expedition	Spare	140,599	140,599	0
953	2010	Ford	Expedition	Wrecked	128,040	128,040	0
955	2013	Ford	Focus	CID Spare-Civilian	96,058	96,058	0
956	2014	Ford	Taurus	Padilla, Olivia	130,304	132,052	1748
957	2014	Ford	Taurus	Spare	135,753	135,753	0
960	2007	Ford	Crown Victoria	Spare	117,120	117,120	0

961	2018	Ford	Van	Transport	21,328	21,791	463
962	2015	Dodge	Caravan	Transport	133,844	133,900	56
966	2020	Ford	F-150	Ray, Mike	3,555	4,236	681
967	2019	Ford	F-150	Drake, Charles	11,716	15,105	3,389
968	2019	Ford	F-150	Herrington, Mike	5,467	5,946	479
969	2019	Ford	F-150	Yslas, Charles	7,755	11,274	3,519
970	2019	Ford	F-150	Ramirez, Joel	6,025	6,950	925
971	2019	Ford	F-150	Shannon, Mike	8,736	10,362	1,626
977	2019	Ford	F-150	Silvas, Pedro	42,269	44,962	2693
978	2019	Ford	F-150	Ramos, Raul	26,943	28,720	1777
979	2020	Ford	F-150	Barrientos, Miguel	20,870	22,855	1,985
980	2020	Ford	F-150	Sedillo, Tony	17,195	18,791	1596
981	2020	Ford	F-150	Hendrix, Scott	27,150	29,545	2395
982	2020	Ford	F-150	Whitzel, David	15,800	16,470	670
983	2020	Ford	F-150	Salas, Andres	17,809	20,741	2,932
985	2020	Dodge	Caravan	Transport	1,414	3,185	1,771
989	2011	Chevy	Tahoe	Avila, Ignacio	118,276	119,494	1,218
994	2020	Ford	F-150	Nava, Isaac	14,674	17,033	2,359
995	2020	Ford	F-150	Cassidy, Maria	13,554	16,457	2,903
996	2020	Ford	F-150	Cobos, Isaac	17,580	19,123	1,543
997	2020	Ford	F-150	Johnson, James	16,990	16,990	0
998	2007	Ford	Fusion	Bell, Sarah	27,474	27,935	461
999		Ford	F-550 Diesel	Crime Scene Truck	214,877	214,877	0
						TOTAL:	60283

****Spare maybe in use due to Assigned Units in the Shop for repairs**

Sheriff's Office
CHAVES COUNTY

#1 Saint Mary's Place
P.O. Box 1396
Roswell, New Mexico 88203
(575) 624-6500

Mike Herrington, Sheriff

Sheriff's Monthly Statistics Report
May 2021

Commission Meeting: June 17, 2021

Total Number of Arrests: 55
Adult: 55
Juvenile: 0

Total Number of DWI's: 10

Total Number of Arrest Citations: 3
Adult: 0
Juvenile: 3

Total Number of Non-Traffic Citations: 2
Total Number of Traffic Citations: 49
Total Number of Warning Traffic Citations: 5

Total Number of Accident Reports: 11

President's Report June 2021

- Business Recruitment and Attraction
 - Project Ready is an aviation company who are partners with a supporting aerospace remanufacturing firm. Company performed a recent site visit at the Roswell Air Center and is performing their due diligence. They expressed concerns about having a skilled workforce to support their company. In partnership with the ENMU-R President, we provided our plans for growing the local workforce with the Aircraft Maintenance Technician program.
 - Project Gold is officially Admiral Beverage here in Roswell. We have been working with them for about a year to identify land, utility needs, incentives, and support possible financing options. They are currently located on S. Atkinson and have outgrown this facility for several years. They have closed on the purchase of land at the corner of Brasher Road and US 285. At last month's Roswell City Council meeting, we testified in support of their liquor license transfer, which was approved. The company has ordered their 100,000 square foot building (with ~20,000 SF cold storage) and intends to begin construction using local companies. They intend to expand to 75 employees.
 - Meet with land developer for new opportunities in the city with existing buildings. He intends to develop properties into new business opportunities to include their renovation.
 - Meetings with a community solar company interested in acquiring land for a possible solar project in Chaves County.
 - Coordinating land identification for a new retail operation in Roswell with the Site Selection Group from Kansas City. They are working with sellers on the property selected and hopes to complete the transactions in the near future.
 - Local entrepreneurs seeking land for a new retail project. We located and provided some options for their consideration and look forward to supporting their project with business assistance.
- Business Retention and Expansion
 - When we learned the desperate need for employees from a number of local businesses, we elected to host a community job fair. Partnering with the City of Roswell, we utilized the Convention Center and saw 30 businesses participate with about 120 job seekers attending.
 - Supported new Project Club. Parent company in Chaves County expanding with new business lines possibly at a building in the Roswell Air Center. Company plans on leasing a building with \$1-1.5mm projected in renovations. They will create 20-25 jobs initially and additional jobs as their project continues. To support their

confidentiality request, the EDC agreed to partner with the city for a one-year lease to allow for the renovations (9-12 months). The company seeks a long-term lease of 25 years and are negotiating with the city for the lease rates.

- Met with CAVU Aerospace executives and discussed obtaining and the process for securing Local Economic Development Act funding for their doghouse project.
 - We met with Goodwill Industries, corporate offices concerning local economy and long-term expansion of their company in Roswell, providing them detailed current economic indicators for their consideration, discussed available properties, and the growth of the region.
 - Attended the New Mexico Economic Department webinar reviewing Job Training Incentive Program policies and Local Economic Development Act funding.
 - Attended Eastern NM Medical Center ceremony for the new Trans Aero services.
 - Met with KBIM representatives and discussed media support for local businesses.
 - Hosted Aevx, a company who has acquired Mystic at the Air Center. The diverse company intends to grow their business lines here at the existing facility and have the potential to create additional jobs.
- Workforce Development
 - Continued partnership with Eastern New Mexico University-Roswell (ENMU-R) by attending and discussing needs and opportunities at the monthly Technical Education Director's meetings about collaborative actions to enhance this area for new workforce creation and development.
 - Coordinated the possible awards of new scholarships with a local company. Anticipate a July presentation to three students by the New Mexico Solar Group.
 - Apprenticeship programs with ENMU-R, NM Department of Workforce Solutions, and several local industry businesses are still moving forward.
 - Housing, Real Estate, Land and Buildings
 - Phase I Environmental Assessment completed for the new certified site at the Roswell Air Center. Working towards a Geo-technical study in the next process.
 - Contacted by BNSF Railways concerning rail access to various properties in the city. BNSF is working towards improving access and future leases.
 - Advocacy
 - Finalized the New Mexico Economic Development Department 2021 Local Economic Assistance and Development Support Grant reporting to the state. Prepared documents and new application for the 2022 grant to be awarded about July 2021.
 - Met with new Main Street Roswell Executive Director and Board Chairwomen and discussed their plans.
 - Completed requests for services and budget continuation with Chaves County Commission and the City of Roswell for fiscal year 2022.
 - Attended the monthly Chaves County Commission, City of Roswell Council, and Roswell City Airport Advisory Commission meetings.

Business Development Manager's Report June 2021

- Continuing to conduct Business Retention and Expansion visits to identify issues, provide links to resources. I contacted a total of 32 businesses for the month of May. Checking in with members and non-members checking on how they're doing and if there's anything we can assist them with.
 - Sprint Sports and Rehab
 - Pecos Valley Equipment
 - Meridian Insurance/ LP Insurance
 - John Jerge CPA
 - The Toles Company
 - Overhead Door of SE NM
 - Chiropractic Center
 - Chef Toddzilla's
 - Mystic Inc
 - Constructors Inc
 - Roswell Public Library
 - Community Homecare
 - Chaves County Joy Center
 - Gateway Christian School
 - Covenant Medical Health Group
 - Roswell Refuge
 - Chaves County Pregnancy
 - Burnt Well Ranch
 - Clarion Inn & Suites Sally Port
 - Roswell Invaders Baseball
 - Rubb Building System
 - Goodwill
 - Workforce Development
 - Engstrom
 - Comfort Keepers
 - AT&T
 - Re/Max
 - Craft Law Firm
 - First Assembly of God
 - Barks N Bows
 - Christmas by Krebs
 - Domino's
- Hosted and helped organize the community job fair. I contacted a total of 20 businesses to promote the job fair. I called, emailed, and dropped off flyers to let employers and job seekers know of the event. I also called radio stations to have them market the event for the public.
- Attended meeting with Main Street Roswell to meet their new Executive Director Marie Manning.
- Attended Webinar for Recovery LEDA grant to get information to share with our members as well as other community members. The grant is for businesses experienced revenue loss during the pandemic.
- We had 3 new members for the month of May:
 - AV Flight Corporation \$500 **Partner**
 - El Toro Bravo Restaurant \$500 **Partner**
 - ReNew Mexico \$250 **Supporter**

Total \$1,250.00

- Continuing to work on our two new Programs one the Member-to-Member discount program and the Business Showcase. Both programs will provide free marketing for our members and hopefully get them some more business or new opportunity.
 - The M2M program provides an opportunity to provides a discount or a special service to our members of our organization to help increase traffic an awareness of the goods, products, and services they offer.
 - The business showcase program is for our director level and higher members. We randomly select a director level member each month and highlight their business by featuring their business photo with an article describing their business on our Facebook page and website. ***Update: The member for the Showcase of month for June is Central Valley Cooperative Electric Valley Electric, Inc***
An article talking about the business was posted on our website and on Facebook and was shared with our members.

- Continuing to do administrative duties. Update and maintain our membership roster. For the month of May, I sent out 3 monthly invoices. I Identified paid and unpaid renewals. Deposited 3 bank deposits.

**Project Manager's Report
June 2021**

- Workforce Development
 - Organized and held a community job fair. The City of Roswell hosted a job fair with City employment opportunities. Many community businesses reached out showing interest in a community job fair. EDC decided to organize a community job fair to help our community businesses with their hiring needs as well as members of our community find employment. The job fair was on May 25th at the Roswell Convention Center from 10 AM to 7 PM.
 - Flyers were created in English and Spanish. The flyers were shared and placed in different locations around the community. The event was marketed in the newspaper as well as in different radio stations both English & Spanish.
 - About 120 people went to the job fair
 - 30 businesses participated in the job fair, each with a variety of positions.
 - Survey was given to all the participants to know what we can do different for future events and to know how the job fair went for them with their hiring needs.
 - Combined, the 30 businesses had over 150 different positions available that they were hiring for.
 - Interview tables were offered, and many businesses were interviewing on the spot and were able to get positions filled.
 - 34 people were hired at the job fair.
 - Many businesses did not hire at the event because people needed to apply online and needed to pass background check.
 - We are still reaching out to businesses to see if they have been able to hire more employees. Many of them are still conducting interviews & hiring candidates they met at the job fair.
 - Overall, our job fair was a success. We had a lot of positive feedback from the participants. They were very thankful for the event, and all have said they would like to participate in the job fair we plan on hosting in the fall. I have had additional businesses contact me saying they would like to participate as well.

- Business Recruitment and Attraction
 - Assisted local community members with a potential startup business. I provided them with potential locations for their new business as well as funding resources.
 - Had a meeting with Main Street Roswell to meet new Executive Director and discuss how we can strengthen our partnership. Our partnership together is essential for making Roswell a better place for its residents, business owners, and those who visit. Main Street Roswell shared their master plan with us to get ideas on our pathway forward. I attend monthly board meetings and will continue to do so.

- In February I started working on a site selector database spreadsheet. This spreadsheet has site selector consultants with their contact information. I reviewed and targeted those that are in the aviation, agricultural, and manufacturing industries. This month I started contacting them by providing outreach and educating them on what is available here in our county. I sent a video on Roswell and the community and will be sending information monthly. This will help get Roswell-Chaves County in their minds and start their consideration for new project developments here. The email was sent to 142 site consultants. **Update: This spreadsheet gets updated quarterly. I am currently working on updating it with the newest contact info that was added on to the original spreadsheet.**
- Business Retention and Expansion
 - Assisted local business with their business expansion. This local business is currently in the process of moving to a different location here in Roswell, as well as adding additional services. They were looking for funding assistance. I provided them funding options and resources to help them.
 - Assisted another local business who is looking to add an additional business in their building. I provided an incentives analysis with incentives that the new business would be eligible for.
- Attended NMMC and TransAero Ribbon Cutting. Trans Aero MedEvac has opened its third base in Southeastern New Mexico. Located on the helipad at Eastern New Mexico Medical Center, the new aircraft will join existing bases in Artesia and Carlsbad. In business since 1969, Trans Aero LTD primarily focused on heli-firefighting activities, as well as contracted helicopter services and maintenance. In 2016, they joined forces with EMSRx, a company known for clinical excellence and support services, to bring a quality focus back to air medicine.
- Took IEDC's online 2-day Business Retention and Expansion course. The course consisted of an overview on Business Retention and Expansion and efforts to encourage the survival and growth of a community's existing businesses. There was a total of 160 participants in the course, I had the opportunity to network and hear ideas/stories from the different participants.
- Attended meeting with director of a local industry. Since they are in Arizona, they were interested in learning more about Chaves County. We discussed economic development plans, demographics, future growth/projects, retail sector, etc.
- Attended several other meetings & webinars:
 - Restaurant Revitalization Webinar
 - ENMU-R Community Advisory Council
 - ENMU-R Community College Board Meeting
 - LEDA Grant Overview Webinar
 - EDD Recovery Series: Department of Workforce

- Continuing to update and maintain EDC website as well as posting information on Facebook. There was a total of 441 sessions on our website this month. We got 21 new followers on our Facebook page. reached 5,676 people and had 658 engagements on our posts.
 - Updated jobs & opportunities page
 - Updated Façade Grant Program page
 - Updated member page
 - Facebook Post Boost to promote job fair
 - 4,196 people reached
 - 360 engagements

Local Projects

- “Club”, is a highly confidential project. Approximately 20 to 25 new jobs will be created during start-up with additional jobs projected once production increases. This project will have an impact of nearly \$1.5 million in investment. EDC is looking to lease Building 93 located at the Roswell Airport. The intent of this lease is to provide RCCEDC (lessee) with a one-year lease to allow the project sub-lessee tenant, sufficient time to perform necessary construction, engineering, and permitting to return the building to commercial food grade processing, cold storage, and laboratory standards. At the end of the lease term, full lease transfer from the RCCEDC to the company will occur, whereas the City of Roswell will continue to retain full ownership and rights as the lessor with the company.
- “Gold”, an existing business seeking to expand its footprint with land purchase and building for a 100,000 SF warehouse and distribution facility. Will bring back a few jobs lost to surrounding communities. Seeking possible incentives package. In coordination with Excel Energy, provided an economic package to support facility construction. **Update: Testified at Roswell City Council meeting May to attain liquor license for new property. Measure approved 8-2. Company is moving forward with relocation and have purchased their building.**
- “Med”, an expansion project of an existing agri-business in Chaves County and is in progress. Conducted incentives analysis and are scheduled for a tour of existing facility. Toured the facility and are in the process of assisting with the NM state incentive for Job Training Incentive Program. Company is expanding significantly in Chaves County and have broken ground on a new production facility. Attended a meeting to discuss JTIP program opportunities for them. Attended another meeting with them and JTIP program staff to introduce them and get them started on the application process. **Update: Company has started their expansion. They are working on the business plan for the next phase and they will begin working on their JTIP application soon.**

- “RAC”, is an expansion project Arizona-based Ascent Aviation Services is planning to expand with an operations hub in Roswell, New Mexico. The company is set to hire 130 employees in the first year, for a total of 360 over the next five years. Workers are expected to earn an average salary of \$54,000 a year. **Update: Ascent Aviation is working with one of our members, Rubb Building Systems. Rubb will be building the hangar for Ascent, the contract executed between them both. Armstrong Engineering and Xcel Energy are also working with Ascent and Rubb on the project**
- “Ready”, is a MRO company from the United Kingdom and a joint company who performs aircraft remanufacturing. The company visited Roswell and is performing their due diligence to determine if this is a good fit for their growth here in the US.
- “Refuge”, a medical project in preliminary discussions requiring considerable capital investment. We provided available incentives, land and building options and even located a potential investor, company is preparing necessary documentation and narrowing site locations. A site visit was conducted with their investor group and architecture company. **Update: Company is still selecting their location and is working with a local financing option.**
- “South”, a water conservative agriculture project seeking for land in Chaves County. Assisted the company with finding a location for their project, provided potential location for the project. **Update: Focus these last few months has been geared towards field operations, which look to be going great. What they learn these next 6 weeks will help color next steps, including expansion investments.**
- “Steel”, is a manufacturing, assembly, and distribution start-up company. They are securing financing and seeking land and building availability. Business Plans, financial information and other documents have been reviewed and company is eligible for state incentives. **Update: Currently working on product samples, getting close to finishing the product sample.**

PROs from NM Partnership

- “Andes”, is an aerospace manufacturer from South America. The company estimates hiring approximately 120 workers within the first year. Looking for an existing building/hangar of 20,000- 50,000 sq feet. They plan to be operating by early 2021. **Awaiting results from our location proposal.**
- “Arc”, an outdoor recreation manufacturing operation. They are relocating their headquarters and manufacturing operations. Currently have 190 employees and will grow to 300 over 3-5 years. Average salary is \$40K plus benefits (health, 401K). **Awaiting results from our proposal. No update.**
- “DAF”, a company that is considering New Mexico for an anaerobic digester - renewable natural gas project. They are in the first phase of evaluating New Mexico and would like to understand the potential "feedstock" needed for their process. If sufficient resources can be identified, they will move on to the next phase, which includes building a \$30-50 million facility, with 15-30 permanent jobs and 50-100 construction jobs. **Awaiting results from our proposal.**

- “Falcon”, is a paper-based manufacturing company. They are interested in Greenfield or Brownfield sites and plan to expand in the future. Workforce and logistics are critical deciding factors for this project. This new manufacturing facility is expected to require investments nearing \$400 million and create 200 permanent hourly and salaried jobs. **Awaiting results from our site proposals.**
- “Icarus”, the NM Partnership is working with a consultant representing a large-scale aerospace & defense related design and manufacturing facility. This initial phase of the search is intended to find facilities that could meet the requirements. **Awaiting results from our site proposals.**
- “Independence”, (new), an Advanced Materials (Clean Energy Battery Technology) Manufacturing Project analyzing several U.S. States to identify and establish a new manufacturing, engineering, R&D, and management operation. This project represents a major investment in a new advanced manufacturing/R&D center of excellence employing scientific, engineering, and production professionals. Independence will construct a manufacturing facility capable of producing a proprietary anode material used in Li-ion batteries for consumer electronics, cellular phones, and electric vehicles. **Awaiting results from our site proposals.**
- “Moon” is an aerospace/satellite company that is searching for a location to site their headquarters and light manufacturing operations. One key deciding factor is proximity to aerospace equipment testing facilities, areas and their capabilities (within 2 hours of the location). They plan to invest \$40M in cap ex (with \$8M of that being towards equipment) and hire 60+ employees over 3-4 years. **The company is on a quick timeline and plans to make their decision and sign a lease within 30-90 days.**
- “MRO Hangar”, the NM Partnership is working with a consultant representing an aerospace and defense company that performs MRO activities on large aircraft, as well as a full range of additional support services. This is a well-established company and market leader in its field and has military contracts in the U.S. and most continents worldwide. They are looking for a new operational facility and would plan to create 80-100 skilled aircraft maintenance jobs, with potential growth within a short timeframe. In addition to the facility needs, a key deciding factor will be labor accessibility and ability to train the workforce. **Update: The process was extremely competitive, and they had multiple discussions and comparison meetings with the client and unfortunately for NM, they are focusing on other existing sites. The client is keeping our submission in mind if anything changes with this project and the consultant is keeping it in mind for other future potential projects.**
- “Natural”, a 500 plus acre site requirement to create 80-100 jobs. Project still semi-active but has slowed due to the pandemic. **No update.**

- “Petal” , is a project with a well-established tele-health, bio-tech company that offers medicated assisted addiction recovery support via tele-medicine. They are looking to expand into four more states including New Mexico within the next few months. They are only looking for co-working/shared office space and understanding the local healthcare ecosystem. We sent information on office space for their consideration. **Awaiting results from our proposal.**
- “Sink”, a well-established Polish granite sink manufacturer. They are wanting to expand their products into the US/North American markets. In order to supply the US markets, they will need a US production location. Prior to selecting a production location, Project Sink would like to find a local partner to assist them in entering into the US market. They are interested in manufacturers and distributors who sell/make sinks, shower trays and/or other bathroom fixtures. They are open to working with small or large companies if there is capacity and willingness to expand operations as needed. At this time, Project Sink is only asking us to identify companies that are open to exploring this partnership opportunity. The production location decision will be strongly influenced by the potential partnership opportunity. I reached out to our members to see if anyone was interested or knew of someone who might be interested in this partnership. **Awaiting results from our proposal.**
- “Sun House”, a hydroponic greenhouse to create about 100 jobs. They have not narrowed down any locations yet because they are focused on their two expansions in Canada first, which will take the rest of the year. And then in Jan. 2021 is when they will start looking at their US expansion plans again. They have a lot of seasonal migrant farm workers and the Covid testing/restrictions really took a lot of their focus. **No update.**
- “UHT”, an ultra-high temperature pasteurized, shelf stable aseptic beverages manufacturing, processing and packaging facility. Looking for a 100K SF Existing Building or 100K SF BTS Building (at least 10 acres). Important factors in the site selection for this project are speed to market, distance to main highways and ease of access via multimodal methods, cost of potable water, power, gas, and other utilities, water and fluid disposal networks, local property taxes, public support for personnel training, availability of trained workforce, and linkages with academia and training institutions. Cap Ex: \$30 million (includes investment in additional production equipment and cost of operations over 5 years). **Submissions were due February 10th and by the end of March a decision is anticipated.**